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

MONDAY, JUNE 22, 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 Steve Chavez, Pueblo Praise

C. NATIONAL ANTHEM Brandi Halvorson

D. ROLL CALL

E. SPECIAL RECOGNITIONS

E1 Proclamation Presentation: "250th Anniversary of the United States of America — July 4, 2026"

E2 Proclamation Presentation: "Eighth Street Baptist Church 150th Anniversary Day - July 12, 2026" - Reverend Steve F. Mack, Pastor & Jean Andrews, Anniversary Chair

F. PUBLIC FORUM

G. COUNCIL MEMBER AND MAYOR COMMENTARY

H. REVIEW OF AGENDA

I. APPROVAL OF AGENDA

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

J. READING AND APPROVAL OF MINUTES

Motion to dispense with the reading and approve the Minutes of the Regular Meeting dated June 08, 2026, as distributed.

J1 City Council Minutes 060826

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

M. RESOLUTIONS

M1 A Resolution awarding a construction contract in the amount of $269,507.00 to American Road Maintenance, Inc., for Project No. 26-025 PUB Taxiways A (Phase I), C, and D Sealcoat and authorizing the Purchasing Agent to execute same

M2 A Resolution ratifying an emergency construction contract in the amount of $14,013.12 with Parker Excavating, Inc., for Emergency Sanitary Sewer Point Repair at 1740 Acero Ave, Project No. 24-033 (WWAN03) and approving the Purchasing Agent's execution of the same.

M3 A Resolution authorizing the issuance of Revocable Permit (REV-26-16) to the Oakview Group, LLC. for the use of the public right-of-way along South Main Street between City Center Drive and Alan Hamel Avenue for their Taco Palooza event

M4 A Resolution authorizing the issuance of a Revocable Permit (REV-26-14) to the HARP Foundation, a Colorado nonprofit corporation, for the use of Alan Hamel Avenue between South Union Avenue and Santa Fe Avenue and Main Street between "D" Street and City Center Drive to facilitate their annual Rollin' 4th of July Fireworks Celebration

M5 A Resolution ratifying the joint Pueblo-Boone appointment of members to serve on the Boards of Appeal of the Southern Colorado Building Commission (SCBC)

M6 A Resolution establishing the 2026 Schedule of building permit, plan review, and inspection fees for The Southern Colorado Building Department for activities within the City of Pueblo, and adopting the ICC Building Valuation Data, February 2026, for permit valuation purposes

M7 A Resolution awarding a Professional Services Agreement in the amount of $25,200 to Blue Strike Environmental, Inc., a Colorado Corporation, for Project No. 26-014 Public Works Energy Coordinator Support Services and authorizing the Purchasing Agent to execute same

M8 A Resolution approving compensation with respect to a Legal Services Agreement with Fairfield & Woods, P.C.

M9 A Resolution approving compensation with respect to a Legal Services Agreement with SGR, LLC

N. ORDINANCES – FIRST PRESENTATION

N1 An Ordinance approving, accepting, budgeting, and appropriating a United States Department of Transportation Grant CO-2026-010 administered by the Federal Transit Administration, award, and applicable conditions pertaining thereto, between the City of Pueblo, a Colorado Municipal Corporation, and the Federal Transit Administration establishing project No. BC2601, budgeting and appropriating $15,687,944 dollars and authorizing the Mayor to execute same

N2 An Ordinance approving, accepting, budgeting, and appropriating a Department of Transportation grant number 26-HTR-ZL-00178 administered by the Colorado Department of Transportation, to disburse Senate Bill 267 funds, award, and applicable conditions pertaining thereto, between the City of Pueblo, a Colorado Municipal Corporation and the Colorado Department of Transportation, establishing Project Number BC2601, budgeting and appropriating $2,910,293 dollars for twelve bus replacements, and authorizing the Mayor to execute same

N3 An Ordinance approving, accepting, budgeting, and appropriating a Department of Transportation grant number 26-HTR-ZL-00179 administered by the Colorado Department

of Transportation, to disburse Senate Bill 267 funds, award, and applicable conditions pertaining thereto, between the City of Pueblo, a Colorado Municipal Corporation and the Colorado Department of Transportation, establishing Project Number BC2601, budgeting and appropriating $970,097 dollars for four bus expansion, and authorizing the Mayor to execute same

N4 An Ordinance approving, accepting, budgeting, and appropriating a Department of Transportation grant number 26-HTR-ZL-00196 administered by the Colorado Department of Transportation, to disburse Senate Bill 267 funds, award, and applicable conditions pertaining thereto, between the City of Pueblo, a Colorado Municipal Corporation and the Colorado Department of Transportation, establishing Project Number BC2601, budgeting and appropriating $19,610 dollars for workforce development, and authorizing the Mayor to execute same

N5 An Ordinance establishing Project Account ED2603 - Econ Dev Strategic Plan and transferring, budgeting, and appropriating funds in the amount of $400,000 from the unappropriated balance of the 1992-2026 sales and use tax capital improvement projects fund into ED2603 - Econ Dev Strategic Plan

N6 An Ordinance Approving The Behm-Hill Ranch Subdivision A Special Area Plan

N7 An Ordinance Approving A Special Area Plan For The Behm-Hill Ranch Subdivision

N8 An Ordinance Amending Zoning Restrictions To Rezone 105 Lehigh Ave From R-4, Mixed Residential Zone District To B-1, Neighborhood Business Zone District

N9 An Ordinance amending Section 6-8-10 of Chapter 8 of Title VI of the Pueblo Municipal Code relating to required medical examinations for employees prior to their appointment to a City position

N10 An Ordinance to approve a memorandum of understanding between the State of Colorado Department of Public Safety and the Pueblo Fire Department allowing the authority having jurisdiction ("AHJ") over State of Colorado Department of Public Safety facilities operations in Pueblo city limits for building construction plan review and related inspections, fire safety inspections, and fire safety permits and authorizing the Mayor to execute the same

N11 An Ordinance amending Pueblo Municipal Code Section 11-4-16 Disposition of Impounded Animals

N12 An Ordinance approving a lease between the City of Pueblo, a Colorado municipal corporation and iQor US, Inc., a Delaware corporation for the lease of City owned property located at 317 North Main Street, Pueblo, Colorado 81003 and authorizing the Mayor to execute said lease

N13 An Ordinance adopting Rules and Regulations for the management, operation, control, and use of Pueblo Memorial Airport

N14 An Ordinance adopting Minimum Standards for Commercial Aeronautical Activities at Pueblo Memorial Airport and repealing all prior Minimum Standards for Aeronautical Activities

N15 An Ordinance establishing a Schedule of Rates, Charges, and Penalties for Pueblo Memorial Airport (KPUB) and repealing Ordinance No. 10811

N16 An Ordinance approving a Hangar Ground Lease Agreement between the City of Pueblo, a Colorado Home Rule Municipal Corporation, and Pearson Properties, LLC, a Colorado Limited Liability Company, for property located at 351 Skyway Street at Pueblo Memorial Airport, and superseding the prior Hangar Ground Lease approved by Resolution No. 9828

N17 An Ordinance amending appropriations and compiling previous amendments to the General Fund, Special Revenue Funds, Enterprise Funds, Internal Service Funds, Debt Service Funds and Capital Projects Funds, for the fiscal year 2025 and amending the budget for the year 2025

N18 An Ordinance transferring funds in the amount of $60,000 from Project Account CI2503, Muni Court Small SUV to CI2443, Admin Offices Relocation Project, transferring funds in the amount of $31,000 from the unappropriated fund balance of the Health Self Insurance Fund, budgeting and appropriating funds in the amount of $31,000 to project account CI2613, Employee Clinic Renovations, approving Contract Amendment No. 1 in the amount of $182,175 to H.W. Houston Construction, LLC, for Project No. 26-001, Building Remodel - 650 Dittmer and authorizing the Purchasing Agent to execute same

N19 An Ordinance approving an Intergovernmental Agreement between the City of Pueblo, a Colorado Municipal Corporation, and the State of Colorado, acting by and through the Colorado Department of Transportation, Project: SHO M086-106 (27194) Prairie and St Clair Improvements, accepting a grant in the amount of $756,000, establishing Project Account CI2616, CDOT Grant Prairie & St Clair, transferring $84,000 from Project Account HUAN01, Street Resurfacing Project to Project Account CI2616, CDOT Grant Prairie & St Clair Project, budgeting and appropriating funds in the amount of $840,000, and authorizing the Mayor to execute same

N20 An Ordinance establishing a new Account Project CI2617, Eagleridge Blvd Cul-De-Sac, transferring funds in the amount of $150,000 from Deposit Account D0103, Commercial Building Escrows to Account Project CI2617, Eagleridge Blvd Cul-De-Sac, budgeting and appropriating funds in the amount of $150,000, approving Amendment No. 8 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 $17,070 for Project No. 21-075, Dillon and Eagleridge Roundabout, and authorizing the Purchasing Agent to execute same

N21 An Ordinance approving the 1st Amendment to Purchase Order No. POGG1,EFAA,202400002306 issued to the City of Pueblo, a Colorado Municipal Corporation (City), and the State of Colorado, acting by and through the Colorado Energy Office, for the Charge Ahead Colorado Grant, extending the availability of grant funding through November 30, 2026

N22 An Ordinance approving a lease agreement between the City of Pueblo, Colorado Municipal Corporation, and Crossover Health Medical Group, APC, a California professional corporation, related to the operation of an employee health clinic, and authorizing the Mayor to execute same

O. APPROVAL OF CONSENT AGENDA

I move to approve all Resolutions Set Forth in the Consent Agenda; Pass the Ordinances of the Consent Agenda, Setting the Public Hearings for July 13, 2026, and Order the Ordinances to be published BY TITLE.

P. REGULAR AGENDA

Q. RESOLUTIONS

Q1 A Resolution supporting the Front Range Passenger Rail District's Narrative Summary for proposed City station and the development of passenger rail service along the Front Range

Q2 A Resolution authorizing payment from the council contingencies account in the 2026 general fund budget to Pueblo School District No. 60 in the amount of $2,000 to sponsor

the 66th Annual Summer Musical at Memorial Hall on Friday, July 10, 2026, at 7:00 PM, Saturday, July 11, 2026, at 7:00 PM, and Sunday, July 12, 2026, at 2:00 PM

Q3 A Resolution authorizing payment from the council contingencies account in the 2026 general fund budget to Pueblo County Government DBA Pueblo County Parks & Recreation in the amount of $3,000 to sponsor the Pueblo Regional Youth Tennis Program from 9:00 to 10:30 AM and 6:00 to 7:30 PM at the City Park Tennis Courts on Mondays and 8:00 to 10:00 AM on Tuesdays from June 8-July 30, 2026

Q4 A Resolution authorizing payment from the council contingencies account in the 2026 general fund budget to Pueblo Diversified Industries in the amount of $1,500 to sponsor Dancing with the Pueblo Starz at 5:00 PM at the Pueblo Convention Center, on Saturday, August 22, 2026

R. QUASI-JUDICIAL PROCEEDINGS

R1 An Ordinance amending zoning restrictions to rezone 4.7-acres located at 3210 W. 31st St. from Agricultural (A-1) to Multiple Residential and Office (R-5) Zone District - *Introduced June 08, 2026 by Councilor Brett Boston*

R2 An Ordinance amending Zoning Restrictions to Rezone of 634 Goodnight Ave from Sub-Regional Business (B-2) Zone District to Single-Family Residential (R-2) Zone District - *Introduced June 08, 2026 by Councilor Brett Boston*

R3 An Ordinance Amending Zoning Restrictions to Rezone 0.37 Acres Located At 229 W. 12th St. From Multiple Residential And Office District (R-5) Zone District To Neighborhood Business (B-1) Zone District - *Introduced June 08, 2026 by Councilor Brett Boston*

S. ORDINANCES – FINAL PRESENTATION

S1 An Ordinance amending Title IV of the Pueblo Municipal Code by creating a new Chapter 12 relating to Energy Code; adopting by reference the Colorado Model Electric Ready and Solar Ready Code; amending Section 4-1-2 of the Pueblo Municipal Code to add the Colorado Model Electric Ready And Solar Ready Code to the list of minor or secondary codes; and providing penalties and remedies for the violation thereof - *Introduced June 08, 2026 by Councilor Brett Boston*

S2 An Ordinance amending Chapter 12 of Title IV of the Pueblo Municipal Code by adopting by reference the 2021 International Energy Conservation Code; amending Sections 4-2-1 and 4-2-2 of the Pueblo Municipal Code to reflect the relocation of the International Energy Conservation Code; amending Section 4-1-2 of the Pueblo Municipal Code; and providing penalties and remedies for the violation thereof - *Introduced June 08, 2026 by Councilor Brett Boston*

S3 An Ordinance amending Section 4-6-2 of the Pueblo Municipal Code by repealing local amendments to Chapter 11 of the 2021 International Residential Code - *Introduced June 08, 2026 by Councilor Brett Boston*

S4 An Ordinance approving an Economic Development Agreement between the City of Pueblo, a Colorado Municipal Corporation and Pueblo Steam Works dba Southern Colorado Science Center dba Leonardo Da Vinci Museum of North America, a Colorado Nonprofit Corporation and authorizing the Mayor to execute the same; establishing Project No. ED2602 - Leonardo Da Vinci Museum; and budgeting and appropriating $1,817,044 from the unencumbered fund balance of the 1992-2031 Sales and Use Tax Capital Improvement Projects Fund to Project No. ED2602 - Leonardo Da Vinci Museum - *Introduced June 08, 2026 by Councilor Brett Boston*

S5 An Ordinance amending Section 11-1-406 of the Pueblo Municipal Code to classify

trespass and to make trespass to a dwelling or a vacant building a Class 1 municipal offense - *Introduced June 08, 2026 by Councilor Brett Boston*

S6 An Ordinance establishing Project NO. FF2601 (Federal Forfeiture Equipment), transferring $136,000 from the Unencumbered Federal Forfeiture Fund balance to Project FF2601 and budgeting and appropriating $136,000 for use and benefit of the Police Department - *Introduced June 08, 2026 by Councilor Brett Boston*

S7 An Ordinance transferring, budgeting and appropriating insurance proceeds in the amount of $444,857 into Capital Project No. CI2513 - Ice Arena Roof Repair CIRSA, awarding a construction contract in the amount of $369,857.00 to L.E. Roofing, LLC, for Account Project No. 26-023 Roof Retrofit Project - Pueblo Ice Arena, setting forth $75,000.00 for contingencies, and authorizing the Purchasing Agent to execute same - *Introduced June 08, 2026 by Councilor Brett Boston*

S8 An Ordinance designating 515 W Northern Ave, Ianne's Pizzeria, as a local historic landmark - *Introduced June 08, 2026 by Councilor Brett Boston*

S9 An Ordinance approving and accepting Airport Infrastructure Grant (AIG) Grant Agreement No. 3-08-0046-054-2026 for funds in the amount of $285,000 and Airport Improvement Program (AIP) Grant Agreement No. 3-08-0046-055-2026 for funds in the amount of $119,003 from the United States of America acting through the Federal Aviation Administration for costs related to the PUB Taxiway A Sealcoat (Phase 1) project at the Pueblo Memorial Airport, budgeting and appropriating $404,003 to Project No. AP2603 – PUB Taxiway A Sealcoat, and authorizing the Mayor to execute same - *Introduced June 08, 2026 by Councilor Brett Boston*

S10 An Ordinance approving a T-Hangar Lease Agreement between the City of Pueblo, a Colorado Home Rule Municipal Corporation, and Jason Parker for Hangar Unit H at 31501 Bryan Circle at Pueblo Memorial Airport - *Introduced June 08, 2026 by Councilor Brett Boston*

S11 An Ordinance approving a Second Amendment to Lease Improved Property for the use of land at the Pueblo Memorial Airport between the City of Pueblo, a Colorado Home Rule Municipal Corporation, and the State of Colorado Department of Public Safety, Division of Fire Prevention and Control, and authorizing the Mayor to execute the same. - *Introduced June 08, 2026 by Councilor Brett Boston*

S12 An Ordinance awarding and approving an agreement between the City of Pueblo, a Colorado Municipal Corporation, and SafeSide Foundation, a Colorado Non-profit Corporation, for community services in the amount of $210,000.00, from project account HOARP40, HOME-ARP City Projects - *Introduced June 08, 2026 by Councilor Brett Boston*

S13 An Ordinance repealing Chapter 2, Title III of the Pueblo Municipal Code relating to and adopting a new Chapter 2, Title III of the 2021 International Fire Code published by the International Code Council, Inc., 4051 Flossmoor Road, Country Club Hills, Il 60478, along with certain amendments thereto and providing remedies and penalties for the violation thereof - *Introduced June 08, 2026 by Councilor Brett Boston*

S14 An Ordinance approving and accepting the conveyance of two parcels of real property located at 350 Keeler Parkway and 442 Keeler Parkway from Pueblo Development Foundation to the City of Pueblo, approving a Release of Deed of Trust for each property and authorizing the Mayor to execute the same - *Introduced June 08, 2026 by Councilor Brett Boston*

S15 An Ordinance approving a Short-Term Loan Agreement between the City of Pueblo, a Colorado Municipal Corporation and Design For Recycle, LLC, a Colorado limited liability

company for a short-term loan to support regional recycling capacity and landfill diversion, and authorizing the Mayor to execute same; establishing Project No. PB2601 – Design For Recycle; and budgeting and appropriating funds from the Plastic Pollution Reduction Fund to Project No PB2601 – Design For Recycle - *Introduced June 08, 2026 by Councilor Brett Boston*

S16 An Ordinance (1) approving and authorizing the Mayor to execute an Employment Agreement between the City of Pueblo, a Colorado municipal corporation and Transportation Technology Center, Inc., a Delaware corporation, relating to a job creating capital improvement project and (2) approving and authorizing the Mayor to execute a Contract to Buy and Sell Real Estate between the City of Pueblo, a Colorado municipal corporation and Transportation Technology Center, Inc., a Delaware corporation, and related Special Warranty Deed relating to a parcel of improved land located in the Pueblo Memorial Airport Industrial Park – 350 Keeler Parkway - *Introduced June 08, 2026 by Councilor Brett Boston*

T. EXECUTIVE SESSION

T1 **For the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and/or instructing negotiators, under C.R.S. 24-6-402(4)(e); Lockheed Martin Lease**

U. ADJOURN

Proclamation

"250th Anniversary of the United States of America"

July 4, 2026

WHEREAS: In In the year 1776, the Continental Congress adopted the Declaration of Independence, asserting the right of the thirteen colonies to self-governance and freedom from British rule, establishing the foundation of a nation dedicated to freedom, equality, and the unalienable rights of all Americans to life, liberty, and the pursuit of happiness; and

WHEREAS: July 4, 2026, marks the Semiquincentennial anniversary of the United States of America, and the 150th Anniversary of our great State of Colorado, offering each of us a unique opportunity to honor our history, reflect on our journey toward a more perfect Union, and look ahead together with unity and purpose; and

WHEREAS: The dedication and resilience of Puebloans has shaped the nation throughout our history, exemplified by the steelworkers whose hard work contributed to the expansion of the American West earning us the moniker of the "Steel City", and later in 1993, when Congress formally recognized Pueblo for being the only city with four living medal of honor recipients, naming us the "Home of Heroes"; and

WHEREAS: As our country embarks on the next chapter of our story, this milestone celebration will stand as a testament to our strength, fortitude, and determination; and

WHEREAS: As we commemorate the founding of our country, we encourage all Americans to participate in commemorative events that celebrate our achievements and teach our history, ensuring that future generations understand the importance of civic participation, and acknowledge the principled sacrifices that laid this country's foundation and continue to support the freedoms we enjoy today.

NOW, THEREFORE, WE, the City Council of the City of Pueblo, Colorado, by the authority vested in us, do hereby proclaim July 4, 2026, as the **"250th Anniversary of the United States of America"** in the City of Pueblo, Colorado, and reflect on our shared history, honor those who have served our nation, and envision a future marked by harmony, service, and opportunity for all.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Pueblo, Colorado, to be affixed this 22nd day of June 2026.

Mark Aliff
President of the City Council

Proclamation

"Eighth Street Baptist Church 150th Anniversary Day"

July 12, 2026

WHEREAS: Eighth Street Baptist Church was established in 1876 by formerly enslaved African Americans and faithful pioneers seeking spiritual freedom, fellowship, justice, and opportunity in the American West, making the church one of the oldest and most historically significant African American churches in Southern Colorado; and

WHEREAS: 2026 marks the 150th Anniversary of both the Church and the State of Colorado, coinciding with the 250th Anniversary of the United States of America, creating a rare occasion for shared celebration of freedom, perseverance, and democracy; and

WHEREAS: Throughout its distinguished history, Eighth Street Baptist Church has served as a cultural anchor and educational center, advancing civil rights, civic engagement, and women's suffrage, amplifying the voices of African Americans and women in Colorado, and earning Lifetime Membership in the National NAACP; and

WHEREAS: Their legacy reflects the courage and determination of formerly enslaved people who helped shape the cultural and civic foundation of Pueblo and the State; and

WHEREAS: The church's preservation efforts were recently recognized through the award of a grant from History Colorado for renovations, ensuring this treasured landmark will continue preserving the past while gracing the future for generations to come; and

WHEREAS: The 150th Church Anniversary celebration represents not only a milestone for one congregation, but the enduring spirit of community service in Pueblo and throughout Colorado.

NOW, THEREFORE, WE, the City Council of the City of Pueblo, Colorado, by the authority vested in us, do hereby proclaim July 12, 2026, as **"Eighth Street Baptist Church 150th Anniversary Day"** in the City of Pueblo, Colorado.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Pueblo, Colorado, to be affixed this 22nd day of June 2026.

Mark Aliff
President of the City Council

REGULAR CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS – CITY HALL
#1 CITY HALL PLACE
MONDAY, JUNE 8, 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: "NEIGHBORWORKS WEEKS - MAY 23 - JUNE 7, 2026" - SANDY GUTIERREZ, CHIEF EXECUTIVE OFFICER

E2 PROCLAMATION PRESENTATION: "LEONARDO DA VINCI DAY - JUNE 12, 2026" - JOSEPH ARRIGO, FOUNDING DIRECTOR & PRESIDENT; GINA CARUSO, DEPUTY DIRECTOR

F. PUBLIC FORUM

- Steven Duran appeared in person and spoke about business negativity.
- Valerie Martinez appeared in person and spoke about the Value Stay New Development.
- Alex Zipp appeared in person and spoke about the Arkansas River flow.
- Elvis Martinez appeared in person and spoke about transparency, and the employee handbook.
- Gail Conners appeared in person and spoke about the funding process.

- Bret Verna appeared in person and spoke about various things Lime Road.

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 Gomez, moved to amend the agenda, N4 to the beginning of the regular agenda, tabling N18 indefinitely and move R12 to the beginning of the Ordinances Final Presentation and approve the agenda as amended.

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 052626

Councilor Boston, seconded by Councilor Latino, moved to dispense with the reading and approve the Minutes of the Regular Meeting dated **May 26, 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

M. RESOLUTIONS

M1 A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $391,098.90 TO TONY J BELTRAMO & SONS, INC., FOR PROJECT NO. 26-021, CONSTRUCT MODEL AIRCRAFT RUNWAY FACILITY, SETTING FORTH $8,500 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

This Resolution was assigned as **16334**.

M2 A RESOLUTION APPROVING AMENDMENT NO. 1 OF THE AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND GSG ARCHITECTURE, INC., IN THE AMOUNT OF $30,575 FOR PROJECT NO. 25-059, DESIGN FOR LIMITED REMODEL OF FIRE STATIONS #3 AND #5, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

This Resolution was assigned as **16335**.

M3 A RESOLUTION RATIFYING AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF $6,831.00 WITH PARKER EXCAVATING, INC., FOR EMERGENCY SANITARY SEWER POINT REPAIR AT 716 MCCULLEY AVE, PROJECT NO. 24-033 (WWAN03) AND APPROVING THE PURCHASING AGENT'S EXECUTION OF THE SAME.

This Resolution was assigned as **16336**.

M4 A RESOLUTION AUTHORIZING THE ISSUANCE OF REVOCABLE PERMIT (REV-26-15) TO THE DIOCESE OF PUEBLO FOR THE USE OF THE PUBLIC RIGHT-OF-WAY ALONG THE 400 BLOCK OF CLARK STREET ON THE WEST SIDE AND THE 800 BLOCK OF EAST "B" STREET ON THE NORTH SIDE FOR THE PURPOSE OF HOSTING OUR LADY OF MOUNT CARMEL'S ANNUAL FESTIVAL AND PROCESSION

This Resolution was assigned as **16337**.

M5 A RESOLUTION CONFIRMING THE REAPPOINTMENT BY THE MAYOR OF YVONNE LUJAN-SLAK TO SERVE A FOUR-YEAR TERM EXPIRING JUNE 30, 2030, ON THE ZONING BOARD OF APPEALS

This Resolution was assigned as **16338**.

M6 A RESOLUTION CONFIRMING THE REAPPOINTMENT BY THE MAYOR OF PHYLLIS SANCHEZ TO SERVE A FIVE-YEAR TERM EXPIRING JULY 1, 2031, ON THE HOUSING AUTHORITY OF THE CITY OF PUEBLO BOARD OF DIRECTORS

This Resolution was assigned as **16339**.

M7 A RESOLUTION CONFIRMING THE REAPPOINTMENT OF CHERYL SPINUZZI AND THE APPOINTMENT OF JANE CAWLFIELD TO SERVE A FOUR-YEAR TERM EXPIRING JULY 1, 2030, ON THE PLANNING & ZONING COMMISSION

This Resolution was assigned as **16340**.

M8 A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF ANTHONY GARCIA AND CICI SPARKMAN TO COMPLETE A FOUR-YEAR TERM EXPIRING AUGUST 30, 2029, ON THE ADA ADVISORY COMMITTEE

This Resolution was assigned as **16341**.

N. ORDINANCES – FIRST PRESENTATION

N1 AN ORDINANCE AMENDING TITLE IV OF THE PUEBLO MUNICIPAL CODE BY CREATING A NEW CHAPTER 12 RELATING TO ENERGY CODE; ADOPTING BY REFERENCE THE COLORADO MODEL ELECTRIC READY AND SOLAR READY CODE; AMENDING SECTION 4-1-2 OF THE PUEBLO MUNICIPAL CODE TO ADD THE COLORADO MODEL ELECTRIC READY AND SOLAR READY CODE TO THE LIST OF MINOR OR SECONDARY CODES; AND PROVIDING PENALTIES AND REMEDIES FOR THE VIOLATION THEREOF

N2 AN ORDINANCE AMENDING CHAPTER 12 OF TITLE IV OF THE PUEBLO MUNICIPAL CODE BY ADOPTING BY REFERENCE THE 2021

INTERNATIONAL ENERGY CONSERVATION CODE; AMENDING SECTIONS 4-2-1 AND 4-2-2 OF THE PUEBLO MUNICIPAL CODE TO REFLECT THE RELOCATION OF THE INTERNATIONAL ENERGY CONSERVATION CODE; AMENDING SECTION 4-1-2 OF THE PUEBLO MUNICIPAL CODE; AND PROVIDING PENALTIES AND REMEDIES FOR THE VIOLATION THEREOF

N3 AN ORDINANCE AMENDING SECTION 4-6-2 OF THE PUEBLO MUNICIPAL CODE BY REPEALING LOCAL AMENDMENTS TO CHAPTER 11 OF THE 2021 INTERNATIONAL RESIDENTIAL CODE

N5 AN ORDINANCE AMENDING SECTION 11-1-406 OF THE PUEBLO MUNICIPAL CODE TO CLASSIFY TRESPASS AND TO MAKE TRESPASS TO A DWELLING OR A VACANT BUILDING A CLASS 1 MUNICIPAL OFFENSE

N6 AN ORDINANCE ESTABLISHING PROJECT NO. FF2601 (FEDERAL FORFEITURE EQUIPMENT), TRANSFERRING $136,000 FROM THE UNENCUMBERED FEDERAL FORFEITURE FUND BALANCE TO PROJECT FF2601 AND BUDGETING AND APPROPRIATING $136,000 FOR USE AND BENEFIT OF THE POLICE DEPARTMENT

N7 AN ORDINANCE TRANSFERRING, BUDGETING AND APPROPRIATING INSURANCE PROCEEDS IN THE AMOUNT OF $444,857 INTO CAPITAL PROJECT NO. CI2513 - ICE ARENA ROOF REPAIR CIRSA, AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $369,857.00 TO L.E. ROOFING, LLC, FOR ACCOUNT PROJECT NO. 26-023 ROOF RETROFIT PROJECT - PUEBLO ICE ARENA, SETTING FORTH $75,000.00 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

N8 AN ORDINANCE DESIGNATING 515 W NORTHERN AVE, IANNE'S PIZZERIA, AS A LOCAL HISTORIC LANDMARK

N9 AN ORDINANCE AMENDING ZONING RESTRICTIONS TO REZONE 4.7-ACRES LOCATED AT 3210 W. 31ST ST. FROM AGRICULTURAL (A-1) TO MULTIPLE RESIDENTIAL AND OFFICE (R-5) ZONE DISTRICT

N10 AN ORDINANCE AMENDING ZONING RESTRICTIONS TO REZONE OF 634 GOODNIGHT AVE FROM SUB-REGIONAL BUSINESS (B-2) ZONE DISTRICT TO SINGLE-FAMILY RESIDENTIAL (R-2) ZONE DISTRICT

N11 AN ORDINANCE AMENDING ZONING RESTRICTIONS TO REZONE 0.37

ACRES LOCATED AT 229 W. 12TH ST. FROM MULTIPLE RESIDENTIAL AND OFFICE DISTRICT (R-5) ZONE DISTRICT TO NEIGHBORHOOD BUSINESS (B-1) ZONE DISTRICT

N12 AN ORDINANCE APPROVING AND ACCEPTING AIRPORT INFRASTRUCTURE GRANT (AIG) GRANT AGREEMENT NO. 3-08-0046-054-2026 FOR FUNDS IN THE AMOUNT OF $285,000 AND AIRPORT IMPROVEMENT PROGRAM (AIP) GRANT AGREEMENT NO. 3-08-0046-055-2026 FOR FUNDS IN THE AMOUNT OF $119,003 FROM THE UNITED STATES OF AMERICA ACTING THROUGH THE FEDERAL AVIATION ADMINISTRATION FOR COSTS RELATED TO THE PUB TAXIWAY A SEALCOAT (PHASE 1) PROJECT AT THE PUEBLO MEMORIAL AIRPORT, BUDGETING AND APPROPRIATING $404,003 TO PROJECT NO. AP2603 – PUB TAXIWAY A SEALCOAT, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

N13 AN ORDINANCE APPROVING A T-HANGAR LEASE AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO HOME RULE MUNICIPAL CORPORATION, AND JASON PARKER FOR HANGAR UNIT H AT 31501 BRYAN CIRCLE AT PUEBLO MEMORIAL AIRPORT

N14 AN ORDINANCE APPROVING A SECOND AMENDMENT TO LEASE IMPROVED PROPERTY FOR THE USE OF LAND AT THE PUEBLO MEMORIAL AIRPORT BETWEEN THE CITY OF PUEBLO, A COLORADO HOME RULE MUNICIPAL CORPORATION, AND THE STATE OF COLORADO DEPARTMENT OF PUBLIC SAFETY, DIVISION OF FIRE PREVENTION AND CONTROL, AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME.

N15 AN ORDINANCE AWARDING AND APPROVING AN AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND SAFESIDE FOUNDATION, A COLORADO NON-PROFIT CORPORATION, FOR COMMUNITY SERVICES IN THE AMOUNT OF $210,000.00, FROM PROJECT ACCOUNT HOARP40, HOME-ARP CITY PROJECTS

N16 AN ORDINANCE REPEALING CHAPTER 2, TITLE III OF THE PUEBLO MUNICIPAL CODE RELATING TO AND ADOPTING A NEW CHAPTER 2, TITLE III OF THE 2021 INTERNATIONAL FIRE CODE PUBLISHED BY THE INTERNATIONAL CODE COUNCIL, INC., 4051 FLOSSMOOR ROAD, COUNTRY CLUB HILLS, IL 60478, ALONG WITH CERTAIN AMENDMENTS THERETO AND PROVIDING REMEDIES AND PENALTIES FOR THE VIOLATION THEREOF

N17 AN ORDINANCE APPROVING AND ACCEPTING THE CONVEYANCE OF TWO PARCELS OF REAL PROPERTY LOCATED AT 350 KEELER PARKWAY AND

442 KEELER PARKWAY FROM PUEBLO DEVELOPMENT FOUNDATION TO THE CITY OF PUEBLO, APPROVING A RELEASE OF DEED OF TRUST FOR EACH PROPERTY AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME

N18 AN ORDINANCE APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND A CORPORATION REFERRED TO AS PROJECT FALCON CONCERNING A POTENTIAL ECONOMIC DEVELOPMENT PROJECT

This item has been tabled indefinitely.

N19 AN ORDINANCE APPROVING A SHORT-TERM LOAN AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND DESIGN FOR RECYCLE, LLC, A COLORADO LIMITED LIABILITY COMPANY FOR A SHORT-TERM LOAN TO SUPPORT REGIONAL RECYCLING CAPACITY AND LANDFILL DIVERSION, AND AUTHORIZING THE MAYOR TO EXECUTE SAME; ESTABLISHING PROJECT NO. PB2601 – DESIGN FOR RECYCLE; AND BUDGETING AND APPROPRIATING FUNDS FROM THE PLASTIC POLLUTION REDUCTION FUND TO PROJECT NO PB2601 – DESIGN FOR RECYCLE

N20 AN ORDINANCE (1) APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN EMPLOYMENT AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND TRANSPORTATION TECHNOLOGY CENTER, INC., A DELAWARE CORPORATION, RELATING TO A JOB CREATING CAPITAL IMPROVEMENT PROJECT AND (2) APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT TO BUY AND SELL REAL ESTATE BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND TRANSPORTATION TECHNOLOGY CENTER, INC., A DELAWARE CORPORATION, AND RELATED SPECIAL WARRANTY DEED RELATING TO A PARCEL OF IMPROVED LAND LOCATED IN THE PUEBLO MEMORIAL AIRPORT INDUSTRIAL PARK – 350 KEELER PARKWAY

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 June 22, 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

N4 AN ORDINANCE APPROVING AN ECONOMIC DEVELOPMENT AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND PUEBLO STEAM WORKS DBA SOUTHERN COLORADO SCIENCE CENTER DBA LEONARDO DA VINCI MUSEUM OF NORTH AMERICA, A COLORADO NONPROFIT CORPORATION AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME; ESTABLISHING PROJECT NO. ED2602 - LEONARDO DA VINCI MUSEUM; AND BUDGETING AND APPROPRIATING $1,817,044 FROM THE UNENCUMBERED FUND BALANCE OF THE 1992-2031 SALES AND USE TAX CAPITAL IMPROVEMENT PROJECTS FUND TO PROJECT NO. ED2602 - LEONARDO DA VINCI MUSEUM

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

Councilor Boston, seconded by Councilor Latino, moved to approve the Ordinance, setting the Public Hearings for June 22, 2026, and ordering the Ordinance to be published BY TITLE.

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

Q1 A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $759,970.00 TO MILLER PIPELINE LLC FOR PROJECT NO. 26-028 (WWAN05) 2026 MANHOLE REHABILITATION PROJECT, SETTING FORTH $151,994.00 FOR CONTINGENCIES AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE THE SAME

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

Councilor Boston, 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 **16342**.

Q2 A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2026 GENERAL FUND BUDGET TO MARIPOSA CENTER FOR SAFETY IN THE AMOUNT OF $1,700, TO SPONSOR THE 25TH ANNUAL TRIBUTE TO WOMEN FROM 6:00-9:00 PM AT THE PUEBLO UNION DEPOT ON SATURDAY, OCTOBER 10, 2026

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

Elvis Martinez appeared in person and spoke in favor of this Resolution.

Councilor Gomez, seconded by Councilor Danti, 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 **16343**.

Q3 A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2026 GENERAL FUND BUDGET TO NATIONAL ASSOCIATION OF LETTER CARRIERS IN THE AMOUNT OF $1,500 TO SPONSOR THE 6TH ANNUAL NALC GOLF TOURNAMENT AT 8:00 AM AT ELMWOOD GOLF COURSE ON SUNDAY, JUNE 28, 2026

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

Councilor Latino, seconded by Councilor Gomez, 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 **16344**.

Q4 A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2026 GENERAL FUND BUDGET TO PUEBLO SYMPHONY ASSOCIATION IN THE AMOUNT OF $2,500 TO SPONSOR THE 2026 PUEBLO'S FABULOUS 4TH OUTDOOR CONCERT AT 7:00 PM AT COLORADO STATE UNIVERSITY PUEBLO ON SATURDAY, JULY 4, 2026

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

Councilor Gomez, seconded by Councilor Ruiz-Gomez, 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 **16345**.

Q5 A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2026 GENERAL FUND BUDGET TO PUEBLO ZOOLOGICAL SOCIETY (DBA PUEBLO ZOO) IN THE AMOUNT OF $1,800 TO SPONSOR ZOOFARI AT 4:30 PM AT THE PUEBLO ZOO ON SATURDAY, JUNE 20TH, 2026

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

Councilor Latino, 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 **16346**.

R. ORDINANCES – FINAL PRESENTATION

R12 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

A staff report and detailed review of the Ordinance was given by Heather Graham, Mayor.

PUBLIC HEARING:

- Troy Davenport appeared in person and spoke in favor of this Ordinance.
- Patricia Heine appeared in person and spoke in favor of this Ordinance.
- Sheriff Dave Lucero appeared in person and spoke in favor of this Ordinance.
- Kerri Jackson, Captain State Patrol, appeared in person and spoke in favor of this Ordinance.
- Elvis Martinez 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 Gomez, 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 **11183.**

R1 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

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

PUBLIC HEARING:

Seeing no one wished to speak, President 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 **11184.**

R2 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

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

PUBLIC HEARING:

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

Councilor Boston, seconded by Councilor Latino, 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 **11185.**

R3 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

A staff report and detailed review of the Ordinance was given by Robert Jager, Deputy City Attorney.

PUBLIC HEARING:

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

Councilor Boston, seconded by Councilor Latino, 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 **11186.**

R4 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

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 **11187.**

R5 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

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

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 **11188.**

R6 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

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

PUBLIC HEARING:

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

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

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

This Ordinance was assigned as **11189.**

R7 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

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

PUBLIC HEARING:

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

Councilor Latino, seconded by Councilor Hernandez, 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 **11190.**

R8 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

A staff report and detailed review of the Ordinance was given by Beritt Odom, Director of Planning.

PUBLIC HEARING:

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

Councilor Boston, seconded by Councilor Latino, 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 **11191.**

R9 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

A staff report and detailed review of the Ordinance was given by Beritt Odom, Director of Planning and Melissa Cook, Director of Housing and Citizen Services.
PUBLIC HEARING:

- Emery Chukly appeared by zoom and spoke in favor of this Ordinance.
- Elvis Martinez 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 Hernandez, 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 **11192.**

R10 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

A staff report and detailed review of the Ordinance was given by Zach Ballas, Deputy Chief.

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 **11193.**

R11 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

A staff report and detailed review of the Ordinance was given by Zach Ballas, Deputy Chief.

PUBLIC HEARING:

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

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

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

This Ordinance was assigned as **11194.**

S. ADJOURN

President Aliff adjourned the meeting at 8:39 p.m.

Respectfully submitted,
Clyde Bishop

Clyde Bishop
City Clerk

Docusign Envelope ID: F5D2DE10-698B-824A-81CD-97B887328895

City Clerk's Office Item # M1

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: June 22, 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: A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $269,507.00 TO AMERICAN ROAD MAINTENANCE, INC., FOR PROJECT NO. 26-025 PUB TAXIWAYS A (PHASE I), C, AND D SEALCOAT AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

This Resolution will award a construction contract to American Road Maintenance, Inc., for Project No. 26-025 PUB Taxiways A (Phase I), C, and D Sealcoat.

PREVIOUS COUNCIL ACTION:

Resolution 16263, approved March 9, 2026, established Project No. AP2603 – PUB Taxiway A Sealcoat, transferring unused funds from previous projects for grant matching.

Ordinance 11155, approved April 30, 2026, approved a sub-agreement to Dibble and Associates Consulting Engineers, Inc., for the design, bid, and construction administration.

Ordinance 11178, approved May 26, 2026, accepted a small dollar grant from the Colorado Department of Transportation (CDOT) Aeronautics Division for matching funds for this project.

BACKGROUND:

The Colorado Department of Transportation (CDOT) Aeronautics Division conducted a pavement condition assessment for Taxiway A, and it was determined that Taxiway A from Runway 35/17 to Taxiway A10 is due for sealcoat maintenance. This project is on the Capital Improvement Plan schedule for 2026, approved by both the FAA and CDOT grant funds.

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FINANCIAL IMPLICATIONS:

Not applicable to this Resolution.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Resolution.

STAKEHOLDER PROCESS:

Not applicable to this Resolution.

ALTERNATIVES:

If this Resolution is not approved, the construction contract will not be awarded, and the project will not occur.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 26-025 Bid Summary

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RESOLUTION NO. 16347

A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $269,507.00 TO AMERICAN ROAD MAINTENANCE, INC., FOR PROJECT NO. 26-025 PUB TAXIWAYS A (PHASE I), C, AND D SEALCOAT AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, competitive bids for Project No. 26-025 PUB Taxiways A (Phase I), C, and D Sealcoat have been received and examined; and

WHEREAS, the proposal of American Road Maintenance, Inc., was the lowest of those bids determined to be responsive, and the Committee of Awards recommends to the City Council that it authorize Project No. 26-025 PUB Taxiways A (Phase I), C, and D Sealcoat to be performed; NOW THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

City Council authorizes Project No. 26-025 PUB Taxiways A (Phase I), C, and D Sealcoat to be performed, and the contract for said project is hereby awarded to American Road Maintenance, Inc., in the amount of $269,507.00.

SECTION 2.

Funds for Project No. 26-025 shall be from Project No. AP2603 – PUB Taxiway A Sealcoat.

SECTION 3.

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

SECTION 4.

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

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SECTION 5.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: June 22, 2026

BY: Ted Hernandez
MEMBER OF CITY COUNCIL

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

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

City of Pueblo
Purchasing
Teresa May Burns, Director
230 S. Mechanic St., Pueblo, CO 81003

EVALUATION TABULATION

IFB No. 26-025

Pueblo Memorial Airport (PUB) Taxiways A (Phase I), C, and D Seal Coat

RESPONSE DEADLINE: May 13, 2026 at 10:00 am
Report Generated: Wednesday, May 13, 2026

VENDOR TOTALS

Vendor	Total
American Road Maintenance	$269,507.00
Hi-Lite Airfield Services, LLC	$341,751.74
CR Contracting LLC	$353,325.35

TABLE 1

					American Road Maintenance			CR Contracting LLC			Hi-Lite Airfield Services, LLC		
Selected	Line No.	Description	Quantity	Unit of Measure	Unit Cost	Total	Item No.	Unit Cost	Total	Item No.	Unit Cost	Total	Item No.
X	1	Mobilization (10% Max)	1	Lump Sum	$27,000.00	$27,000.00	C-105-6.1	$30,000.00	$30,000.00	C-105-6.1	$31,068.34	$31,068.34	C-105-6.1
X	2	Obliterate Pavement Markings	2744	Square Feet	$1.50	$4,116.00	P-101-5.1	$1.45	$3,978.80	P-101-5.1	$2.00	$5,488.00	P-101-5.1
X	3	Hot Applied Crack Seal (≤ 2-inch)	66484	Linear Feet	$1.00	$66,484.00	P-605-5.1	$1.45	$96,401.80	P-605-5.1	$1.40	$93,077.60	P-605-5.1
X	4	Emulsified Asphalt Seal Coat	105901	Square Yards	$1.40	$148,261.40	P-608-8.1	$1.75	$185,326.75	P-608-8.1	$1.80	$190,621.80	P-608-8.1
X	5	Temporary Pavement Markings	10748	Square Feet	$1.00	$10,748.00	P-620-5.1	$1.75	$18,809.00	P-620-5.1	$1.00	$10,748.00	P-620-5.1
X	6	Permanent Pavement Markings	10748	Square Feet	$1.20	$12,897.60	P-620-5.2	$1.75	$18,809.00	P-620-5.2	$1.00	$10,748.00	P-620-5.2
Total						$269,507.00			$353,325.35			$341,751.74	

Docusign Envelope ID: F5D2DE10-698B-824A-81CD-97B887328895

City Clerk's Office Item # M2

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: June 22, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Clyde Bishop, City Clerk

FROM: Andra Ahrens, Director Wastewater

SUBJECT: A RESOLUTION RATIFYING AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF $14,013.12 WITH PARKER EXCAVATING, INC., FOR EMERGENCY SANITARY SEWER POINT REPAIR AT 1740 ACERO AVE, PROJECT NO. 24-033 (WWAN03) AND APPROVING THE PURCHASING AGENT'S EXECUTION OF THE SAME.

SUMMARY:

This Resolution ratifies and approves award of a construction contract to Parker Excavating, Inc., for emergency sanitary sewer point repairs at 1740 Acero Ave.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

While the Wastewater Department collection crew was performing a routine television inspection, it was discovered that a segment of pipe had a large hole allowing for the possibility of soil to collapse into the pipe and cause a blockage. The defect increased the risk of the pipe backing up and causing further issues. An emergency point repair was necessary to avoid any debris entering the pipe and causing a blockage.

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

The cost breakdown for the project is as follows:

Sanitary Sewer Replacement-related		
Total:	$ 12,375.12	88%
Surface Improvement Related		
Total:	$ 1,638.00	12%
Grand Total:	$ 14,013.12	100%

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FINANCIAL IMPLICATIONS:

Funding for this project came from the sanitary sewer rehabilitation budget funded by the Sewer User Fund. Funding was available and had been budgeted, appropriated, and allocated to Project No. 24-033 (WWAN03) – Emergency Point Repair.

BOARD/COMMISSION RECOMMENDATION:

Not applicable.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

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

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 6-22-26 1740 Acero Ave Emergency Point Repair Attachment

Docusign Envelope ID: F5D2DE10-698B-824A-81CD-97B887328895

RESOLUTION NO. 16348

A RESOLUTION RATIFYING AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF $14,013.12 WITH PARKER EXCAVATING, INC., FOR EMERGENCY SANITARY SEWER POINT REPAIR AT 1740 ACERO AVE, PROJECT NO. 24-033 (WWAN03) AND APPROVING THE PURCHASING AGENT'S EXECUTION OF THE SAME

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

WHEREAS, the point repair work was awarded to Parker Excavating, Inc., under the 2024-2026 multi-year point repair contract; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

City Council ratifies and approves the contract for repair of the sanitary sewers at 1740 Acero Ave. with Parker Excavating, Inc., Project No. 24-033 (WWAN03) - Emergency Point Repair awarded to said bidder in the amount of $14,013.12.

SECTION 2.

Funds for Project 24-033 (WWAN03) - Emergency Point Repair shall be from the Sewer User Fund.

SECTION 3.

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

SECTION 4.

The officers and staff of the City are authorized to perform any and all acts consistent with the intent of this Resolution and the contract to implement the transactions described therein. Furthermore, all actions previously taken by officers and staff of the City consistent with the contract, including contract change order in the amount of $5,642.12 and any other payment authorized under the contract are hereby ratified.

Docusign Envelope ID: F5D2DE10-698B-824A-81CD-97B887328895

SECTION 5.

This Resolution shall become effective immediately upon passage and approval

INTRODUCED: June 22, 2026

BY: Ted Hernandez
MEMBER OF CITY COUNCIL

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

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

2024-2026 Emergency Sanitary Sewer Point Repair					1740 Acero Ave		
4/14/2026					Parker Excavating, Inc.		
Project Number: 24-033 (WWAN03)							
Item	**Description**	**Estimated**			**Unit Price**		
1	Remove and Replace 8” PVC Less than 10’ Deep	1-20	LF	10	150.00	$	1,500.00
		21-100	LF		138.00	$	-
		>100	LF		113.00	$	-
2	Remove and Replace 8” PVC More than 10’ Deep	1-20	LF		158.00	$	-
		21-100	LF		146.00	$	-
		>100	LF		121.00	$	-
3	Remove and Replace 10” PVC Less than 10’ Deep	1-20	LF		170.00	$	-
		21-100	LF		142.00	$	-
		>100	LF		138.00	$	-
4	Remove and Replace 10” PVC More than 10’ Deep	1-20	LF		183.00	$	-
		21-100	LF		153.00	$	-
		>100	LF		149.00	$	-
5	Remove and Replace 12” PVC Less than 10’ Deep	1-20	LF		189.00	$	-
		21-100	LF		155.00	$	-
		>100	LF		153.00	$	-
6	Remove and Replace 12” PVC More than 10’ Deep	1-20	LF		204.00	$	-
		21-100	LF		167.00	$	-
		>100	LF		165.00	$	-
7	Remove and Replace 15” PVC Less than 10’ Deep	1-20	LF		167.00	$	-
		21-100	LF		153.00	$	-
		>100	LF		151.00	$	-
8	Remove and Replace 15” PVC More than 10’ Deep	1-20	LF		182.00	$	-
		21-100	LF		171.00	$	-
		>100	LF		167.00	$	-
9	Remove and Replace 4” Service Tap Less than 10’ Deep	1-20	LF		167.00	$	-
		21-100	LF		107.00	$	-
		>100	LF		102.00	$	-
10	Remove and Replace 4” Service Tap More than 10’ Deep	1-20	LF		143.00	$	-
		21-100	LF		114.00	$	-
		>100	LF		108.00	$	-
11	Remove and Replace 6” Service Tap Less than 10’ Deep	1-20	LF		154.00	$	-
		21-100	LF		128.00	$	-
		>100	LF		122.00	$	-
12	Remove and Replace 6” Service Tap More than 10’ Deep	1-20	LF		166.00	$	-
		21-100	LF		138.00	$	-
		>100	LF		132.00	$	-
13	Asphalt Patch – 4” HMA on 4” Class 6 ABC For 8" and 10" Pipe	1-20	LF	15	102.00	$	1,530.00
		21-100	LF		78.00	$	-
		>100	LF		75.00	$	-
14	Asphalt Patch – 5” HMA on 6” Class 6 ABC For 8” and 10” Pipe	1-20	LF		104.00	$	-
		21-100	LF		79.00	$	-
		>100	LF		77.00	$	-
15	Asphalt Patch – 4” HMA on 4” Class 6 ABC For 12" and 15" Pipe	1-20	LF		105.00	$	-
		21-100	LF		81.00	$	-
		>100	LF		79.00	$	-
16	Asphalt Patch – 5” HMA on 6” Class 6 ABC For 12" and 15" Pipe	1-20	LF		112.00	$	-
		21-100	LF		86.00	$	-
		>100	LF		85.00	$	-
17	Remove and Replace 7” Reinforced Concrete	1-20	SF		24.50	$	-
		21-100	SF		19.50	$	-
		>100	SF	160	18.50	$	2,960.00
18	Remove and Replace 6” Reinforced Concrete	1-20	SF		24.00	$	-
		21-100	SF		19.00	$	-
		>100	SF		18.00	$	-
19	Remove and Replace 4” Concrete	1-20	SF		19.00	$	-
		21-100	SF		16.50	$	-
		>100	SF		16.00	$	-
20	Remove and Replace Standard Curb and Gutter	1-20	LF		51.00	$	-
		21-100	LF		49.50	$	-
		>100	LF		48.00	$	-

21	Install or Remove and Replace 6'' Curb Head	1-20	LF		31.00	$	-
		21-100	LF		29.00	$	-
		>100	LF		28.00	$	-
22	Install Extra Lean Concrete (FlowFill)	1-20	CY	4	164.00	$	656.00
		21-100	CY		164.00	$	-
		>100	CY		164.00	$	-
23	Class 6 Base Course for Gravel Surfaced Alleys	TN			33.00	$	-
24	Remove Camera/Cleaning Head/Tap Cutter	HR			400.00	$	-
25	Remove and Replace 48” Diameter Manhole	with 1 Invert	EA		4280.00	$	-
		with 2 Inverts	EA		5300.00	$	-
		with 3 Inverts	EA		6340.00	$	-
		with 4 Inverts	EA		7380.00	$	-
26	Remove and Replace 60” Diameter Manhole	with 1 Invert	EA		5130.00	$	-
		with 2 Inverts	EA		6170.00	$	-
		with 3 Inverts	EA		7210.00	$	-
		with 4 Inverts	EA		8250.00	$	-
27	Calcium Aluminate Coat 48-inch Manhole	1-10	VF		375.00	$	-
		11-15	VF		350.00	$	-
		>15	VF		325.00	$	-
28	Calcium Aluminate Coat 60-inch Manhole	1-10	VF		468.75	$	-
		11-15	VF		437.50	$	-
		>15	VF		406.25	$	-
29	Rebuild Manhole Bench and Trough 48-inch Manhole	LS			2000.00	$	-
30	Rebuild Manhole Bench and Trough 60-inch Manhole	LS			2500.00	$	-
31	Reinstate Services - 4''	EA			388.00	$	-
32	Reinstate Services - 6''	EA			427.00	$	-
33	Mobilization	LS		1	1725.00	$	1,725.00
				Total		$	8,371.00
				With Contingency	$ -	$	10,045.20

CONTRACT CHANGE ORDER

CITY OF PUEBLO DEPARTMENT OF PUBLIC WORKS

Project Number : 24-033 (WWAN03) Change Order No. : ONE 6/2/2026

Project Name : 2024, 2025 and 2026 Sanitary Sewer Point Repair
1740 Acero Ave

Contractor : PARKER EXCAVATING, INC.
1428 Stockyard Road, Pueblo, CO, 81001

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

Bid Item No.	Description of Changes	Decrease Contract By	Increase Contract By
1	REMOVE AND REPLACE 8" PVC LESS THAN 10' DEEP	($300.00)	
2	ASPHALT PATCH - 4" HMA ON 4" CLASS 6 ABC FOR 8" AND 10" PIPE	($1,530.00)	
3	FLOWFILL		$1,476.00
4	REMOVE AND REPLACE 7" REINFORCED CONCRETE	($2,960.00)	
6	TRAFFIC CONTROL		$1,199.44
7	T&M - SEARCH FOR BREAK IN LINE		$6,118.68
8	ASPHALT PATCH - 4" HMA ON CLASS 6		$1,638.00
	TOTAL (Decrease) / Increase	($4,790.00)	$10,432.12

Net Adjustment This Change Order	$	5,642.12
Amount of Previous Change Order(s)	$	0.00
Original Contract Amount	$	8,371.00
Total Adjusted Contract Amount To Date	$	14,013.12

Reason For Change: Actual Field Quantities.

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

Prepared by: _____ Date:_____
Wastewater Civil Engineer

Reviewed by: _____ Date:_____
Wastewater Engineering Manager

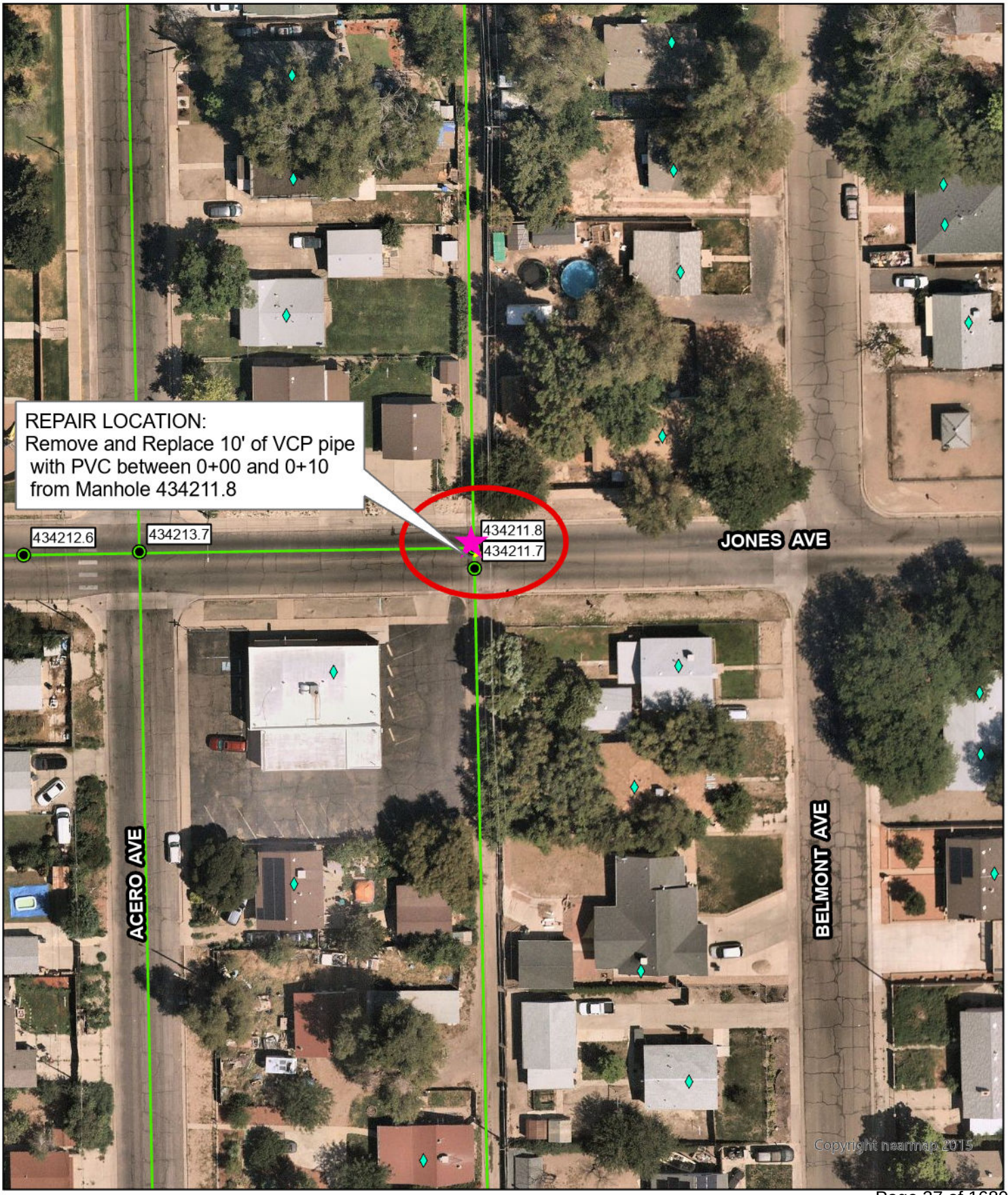
Accepted by: _____ Date:_____
Contractor's Representative

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

Approved by: _____ Date:_____
Director of Wastewater

FORM CO100.1299

24-033 (WWAN03)
2024 -2026 Emergency Sanitary Point Repair
1740 Acero Ave



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Background Paper for Proposed Resolution

COUNCIL MEETING DATE: June 22, 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 REVOCABLE PERMIT (REV-26-16) TO THE OAKVIEW GROUP, LLC. FOR THE USE OF THE PUBLIC RIGHT-OF-WAY ALONG SOUTH MAIN STREET BETWEEN CITY CENTER DRIVE AND ALAN HAMEL AVENUE FOR THEIR TACO PALOOZA EVENT

SUMMARY:

Attached is a Resolution authorizing the issuance of Revocable Permit (REV-26-16) to the Oakview Group, LLC. for the use of the public right-of-way along South Main Street between City Center Drive and Alan Hamel Avenue for their Taco Palooza event.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The Oakview Group, LLC, has submitted Revocable Permit (REV-26-16) for the use of the public right-of-way along South Main Street between City Center Drive and Alan Hamel Avenue for their Taco Palooza event on June 27, 2026, from 8:00 a.m. to June 27, 2026, at 11:59 p.m.

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

The Revocable Permit Review Committee recommends approval.

STAKEHOLDER PROCESS:

None.

Docusign Envelope ID: F5D2DE10-698B-824A-81CD-97B887328895

ALTERNATIVES:

Failure to approve the Resolution will prevent the applicant from hosting their outside event.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. NOTARIZED REVOCABLE PERMIT - 26-16

Docusign Envelope ID: F5D2DE10-698B-824A-81CD-97B887328895

RESOLUTION NO. 16349

A RESOLUTION AUTHORIZING THE ISSUANCE OF REVOCABLE PERMIT (REV-26-16) TO THE OAKVIEW GROUP, LLC. FOR THE USE OF THE PUBLIC RIGHT-OF-WAY ALONG SOUTH MAIN STREET BETWEEN CITY CENTER DRIVE AND ALAN HAMEL AVENUE FOR THEIR TACO PALOOZA EVENT

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The attached Revocable Permit (REV-26-16) issued to the Oakview Group, LLC. for the use of the public right-of-way along South Main Street between City Center Drive and Alan Hamel Avenue for their Taco Palooza event on June 27, 2026, from 8:00 a.m. to June 27, 2026, at 11:59 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: June 22, 2026

BY: Ted Hernandez
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: **Oakview Group, LLC 320 Central Main Street 7198217395 320 Central Main Street Pueblo CO 81003**
2. Permitted Area: **South Main Street between City Center Drive and Alan Hamel Avenue**
3. Purpose of Revocable Permit: **to host their Taco Palooza event**
4. Commencement Date: **June 27, 2026** Time: **8:00am**
5. Ending Date: **June 27, 2026** Time: **1159p**

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 4th day of June, 20 26.

PERMITTEE:
Organization or Individual: Oakview Group/Pueblo Convention Center
By: Adam Roe
Title: Assistant General Manager

STATE OF COLORADO)

COUNTY OF PUEBLO) SS..

The foregoing instrument was acknowledged before me the 4th day of June, 2026 by Adam Roe as Asst General Manager.

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: F5D2DE10-698B-824A-81CD-97B887328895

City Clerk's Office Item # M4

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: June 22, 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-26-14) TO THE HARP FOUNDATION, A COLORADO NONPROFIT CORPORATION, FOR THE USE OF ALAN HAMEL AVENUE BETWEEN SOUTH UNION AVENUE AND SANTA FE AVENUE AND MAIN STREET BETWEEN "D" STREET AND CITY CENTER DRIVE TO FACILITATE THEIR ANNUAL ROLLIN' 4TH OF JULY FIREWORKS CELEBRATION

SUMMARY:

Attached is a draft of a Revocable Permit (REV 26-14) submitted by the HARP Foundation.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The HARP Foundation has submitted a Revocable Permit application (REV 26-14) for the use of Alan Hamel Avenue between South Union Avenue and Santa Fe Avenue and Main Street between "D" Street and City Center Drive to facilitate their annual Rollin' 4th of July Fireworks Celebration. The closures would be in effect from Saturday, July 04, 2026, at 6:00 a.m. through Sunday, July 05, 2026, at 12:00 p.m.

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

The Revocable Permit Review Committee recommends approval.

STAKEHOLDER PROCESS:

None.

Docusign Envelope ID: F5D2DE10-698B-824A-81CD-97B887328895

ALTERNATIVES:

Failure to approve the Resolution will prevent the applicant from being able to close the roadways necessary to support the fireworks event.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. NOTARIZED REVOCABLE PERMIT - 26-14

Docusign Envelope ID: F5D2DE10-698B-824A-81CD-97B887328895

RESOLUTION NO. 16350

A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT (REV-26-14) TO THE HARP FOUNDATION, A COLORADO NONPROFIT CORPORATION, FOR THE USE OF ALAN HAMEL AVENUE BETWEEN SOUTH UNION AVENUE AND SANTA FE AVENUE AND MAIN STREET BETWEEN "D" STREET AND CITY CENTER DRIVE TO FACILITATE THEIR ANNUAL ROLLIN' 4TH OF JULY FIREWORKS CELEBRATION

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The attached Revocable Permit (REV 26-14) is authorized to be issued to the HARP Foundation for the use of Alan Hamel Avenue between South Union Avenue and Santa Fe Avenue and Main Street between "D" Street and City Center Drive to facilitate their annual Rollin' 4th of July Fireworks Celebration.

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: June 22, 2026

BY: Ted Hernandez
MEMBER OF CITY COUNCIL

APPROVED: DocuSigned by: Mark Aliff 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: **HARP Authority 130 Riverwalk Place, Pueblo, CO 81003 719-595-0242**
2. Permitted Area: **Alan Hamel between South Union Avenue and Santa Fe Avenue, and Main Street between "D" Street and City Center Drive.**
3. Purpose of Revocable Permit: **Street closure to facilitate the annual Rollin' on the Riverwalk 4th of July Fireworks Celebration Event.**
4. Commencement Date: **July 4, 2026** Time: **6:00am**
5. Ending Date: **July 5, 2026** Time: **12:00pm**

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 June, 2026.

PERMITTEE:
Organization or Individual: HARP Authority
By: Shayla Keys
Title: REO Director

STATE OF COLORADO)

COUNTY OF PUEBLO) SS..

The foregoing instrument was acknowledged before me the 8th day of June, 2026 by Shayla Keys as REO Director.

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

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City Clerk's Office Item # M5

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: June 22, 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 RATIFYING THE JOINT PUEBLO-BOONE APPOINTMENT OF MEMBERS TO SERVE ON THE BOARDS OF APPEAL OF THE SOUTHERN COLORADO BUILDING COMMISSION (SCBC)

SUMMARY:

This resolution ratifies the joint Pueblo-Boone appointment of members to serve on the Boards of Appeal of the Southern Colorado Building Commission (SCBC).

PREVIOUS COUNCIL ACTION:

Council passed Ordinance No. 11081 on November 24, 2025 approving the IGA for the operation of the Southern Colorado Building Department and setting the composition of the Southern Colorado Building Commission. Council also ratified the joint appointment of the Southern Colorado Building Commission (SCBC) members.

BACKGROUND:

There are ten (10) terms ending on the Southern Colorado Building Commission (SCBD) Boards of Appeal for the joint appointment of members to serve three-year terms expiring July 1, 2029. The Town of Boone consents to these appointments.

FINANCIAL IMPLICATIONS:

This is a volunteer commission and members serve without compensation.

BOARD/COMMISSION RECOMMENDATION:

N/A

STAKEHOLDER PROCESS:

N/A

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ALTERNATIVES:

City Council in agreement with the Town of Boone could remove the Resolution from the Agenda, and reevaluate the applications or request that the recruitment process be extended in order to receive additional applications for consideration.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

None.

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RESOLUTION NO. 16351

A RESOLUTION RATIFYING THE JOINT PUEBLO-BOONE APPOINTMENT OF MEMBERS TO SERVE ON THE BOARDS OF APPEAL OF THE SOUTHERN COLORADO BUILDING COMMISSION (SCBC)

WHEREAS, the Town of Boone and Mayor Heather Graham have requested ratification by the City Council of their joint appointment of members to the Southern Colorado Building Commission; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The following individuals are hereby jointly appointed to the Southern Colorado Building Commission Boards of Appeal to serve a three-year term expiring July 1, 2029:

- Building BOA (Engineer position): Amy Hurtig-Smith
- Electrical BOA (Journeyman position): Larry Moore
- Electrical BOA (Contractor position): Charles Montera
- Mechanical BOA (Journeyman position): Steve Girodo
- Plumbing BOA (Contractor position): Kent Stringer
- Plumbing BOA (Contractor position): Lance Harvey

SECTION 2

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

SECTION 3.

This Resolution shall become effective immediately upon final passage.

INTRODUCED: June 22, 2026

BY: Ted Hernandez
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: F5D2DE10-698B-824A-81CD-97B887328895

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: June 22, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Clyde Bishop, City Clerk

FROM: Harley Gifford, Deputy City Attorney

SUBJECT: A RESOLUTION ESTABLISHING THE 2026 SCHEDULE OF BUILDING PERMIT, PLAN REVIEW, AND INSPECTION FEES FOR THE SOUTHERN COLORADO BUILDING DEPARTMENT FOR ACTIVITIES WITHIN THE CITY OF PUEBLO, AND ADOPTING THE ICC BUILDING VALUATION DATA, FEBRUARY 2026, FOR PERMIT VALUATION PURPOSES

SUMMARY:

Attached is a Resolution establishing the 2026 schedule of building permit, plan review, and inspection fees charged by the Southern Colorado Building Department (SCBD) for activities within the City of Pueblo and adopting the International Code Council (ICC) Building Valuation Data, February 2026 edition, as the reference for determining permit valuation. The fee schedule is attached to the Resolution as Exhibit A.

Under Section 9 of the Intergovernmental Agreement that created SCBD, building permit, plan review, and inspection fees for activities within each member entity must be established by ordinance or resolution of that member entity. This Resolution provides the City Council adoption that authorizes the fees SCBD collects for work within the City. SCBD collects the fees and applies them to its operations; no fee revenue accrues to the City's General Fund.

PREVIOUS COUNCIL ACTION:

On November 24, 2025, City Council gave final adoption to Ordinance No. 11081, which approved the Intergovernmental Agreement between the City of Pueblo and the Town of Boone creating the Southern Colorado Building Department, effective January 1, 2026. City Council has not previously adopted a schedule of SCBD fees for activities within the City.

BACKGROUND:

SCBD was created by intergovernmental agreement between the City of Pueblo and

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the Town of Boone to succeed the prior regional building department, effective January 1, 2026. Section 9 of that Agreement provides that all license, building permit, plan review, and inspection fees for activities within each member entity shall be established as provided by ordinance or resolution of the respective member entity. Section 23 provides that the Building Commission recommends a reasonable schedule of fees to the governing bodies of the member entities, which then adopt the schedule, and that SCBD shall be self-supporting but not profit-making, with fees that bear a reasonable relationship to the costs of administering the Codes.

The Southern Colorado Building Commission has recommended the attached 2026 fee schedule to the City pursuant to Section 23 of the Agreement. The schedule applies the ICC Building Valuation Data, February 2026 edition, together with the valuation and fee tables set out in Exhibit A, to determine permit valuations and the resulting permit, plan review, and inspection fees.

Adoption by resolution is the form the Pueblo Municipal Code prescribes for these fees. Section 4-1-15(a) of the Code, as amended by Ordinance No. 11082, provides that the fees and charges for permits, inspections, reinspections, and other services performed by the Southern Colorado Building Department shall be established by resolution of the City Council. This is consistent with City Charter Section 3-13, which empowers the Council to provide for the fees for permits, and with Charter Section 3-5(a), under which the Council may act by resolution in matters that Section 3-17 does not require to be done by ordinance. The Resolution also clarifies that the additional charge applied when work is commenced without a required permit is an investigation and cost recovery fee for the additional review and inspection that the unpermitted work requires, and is not a penalty, consistent with Charter Section 3-5(b).

FINANCIAL IMPLICATIONS:

There are no direct financial implications for the City's General Fund. SCBD operates as a self-supporting enterprise at no cost to the member entities. The fees in Exhibit A are collected by SCBD and applied to the cost of administering the Codes within the City, and under Section 23 of the Agreement they must bear a reasonable relationship to those costs and may not generate profit.

BOARD/COMMISSION RECOMMENDATION:

The Southern Colorado Building Commission recommended the attached 2026 fee schedule pursuant to Section 23 of the Intergovernmental Agreement.

STAKEHOLDER PROCESS:

Not applicable to this Resolution.

ALTERNATIVES:

If this Resolution is not approved, the City will have no Council-adopted schedule of SCBD fees for activities within the City, as Section 9 of the Intergovernmental Agreement requires.

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RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. Exhibit A

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RESOLUTION NO. 16353

A RESOLUTION ESTABLISHING THE 2026 SCHEDULE OF BUILDING PERMIT, PLAN REVIEW, AND INSPECTION FEES FOR THE SOUTHERN COLORADO BUILDING DEPARTMENT FOR ACTIVITIES WITHIN THE CITY OF PUEBLO, AND ADOPTING THE ICC BUILDING VALUATION DATA, FEBRUARY 2026, FOR PERMIT VALUATION PURPOSES

WHEREAS, the City of Pueblo is a home rule municipality organized and existing under Article XX of the Colorado Constitution, which vests in home rule municipalities plenary authority over matters of local concern, including the establishment of fees for permits issued within the City; and

WHEREAS, Section 3-13 of the City Charter authorizes the Council to provide for the issuance, suspension, or revocation of licenses and permits and the fees therefor, for regulatory or revenue purposes; and

WHEREAS, Section 3-5(a) of the City Charter provides that the Council may act by ordinance or resolution in matters other than those required to be done by ordinance, and the establishment of a building permit fee schedule is not among the acts that Section 3-17 of the City Charter requires to be done by ordinance; and

WHEREAS, Section 4-1-15(a) of the Pueblo Municipal Code, as amended by Ordinance No. 11082, provides that the fees and charges for licenses, examinations, permits, inspections, reinspections, and all other services or activities performed by the Southern Colorado Building Department, the Building Official, and the Boards shall be established by resolution of the City Council; and

WHEREAS, on November 24, 2025, the Council gave final adoption to Ordinance No. 11081, approving the Intergovernmental Agreement between the City of Pueblo and the Town of Boone that created the Southern Colorado Building Department, effective January 1, 2026; and

WHEREAS, Section 9 of that Intergovernmental Agreement provides that all license, building permit, plan review, and inspection fees for activities within each member entity shall be established as provided by ordinance or resolution of the respective member entity, and Section 10 charges the Department with collection of all fees authorized for the Codes it administers; and

WHEREAS, Section 23 of that Intergovernmental Agreement provides that the Building Commission shall recommend a reasonable schedule of fees to the governing bodies of the member entities, which shall adopt the schedule, and that the Department shall be self-supporting but not profit-making, with fees that bear a reasonable relationship to the costs of administering the Codes; and

WHEREAS, the Southern Colorado Building Commission has recommended to the City the schedule of fees attached as Exhibit A, and the Council finds that the schedule is reasonable and bears a reasonable relationship to the cost of administering the Codes within the City; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

Docusign Envelope ID: F5D2DE10-698B-824A-81CD-97B887328895

SECTION 1.

The Southern Colorado Building Department 2026 Fee Tables, attached hereto as Exhibit A and incorporated herein by this reference, are adopted as the schedule of building permit, plan review, and inspection fees to be paid for activities within the City of Pueblo under Section 9 of the Intergovernmental Agreement creating the Department.

SECTION 2.

The International Code Council Building Valuation Data is the reference the Southern Colorado Building Department uses, in administering the building permit valuation provisions of the International Building Code as adopted by the City, to determine the average construction cost per square foot applied in calculating permit valuation. The Department shall apply a published edition of the Building Valuation Data as the Department determines appropriate for the administration of the fee schedule and for budgetary purposes and is not required to apply each new edition upon its publication. This Resolution does not adopt the Building Valuation Data as a primary or secondary code by reference under part 2 of article 16 of title 31, C.R.S.; the Building Valuation Data is used solely as an administrative reference in determining permit valuation under the International Building Code. For purposes of calculating permit fees under this Resolution, the permit valuation shall be the greater of the total valuation declared by the applicant or the valuation determined from the Building Valuation Data and the valuation tables set out in Exhibit A, as determined by the Building Official consistent with the building permit valuation provisions of the International Building Code as adopted by the City.

SECTION 3.

The additional charge applied under Exhibit A when work is commenced without a required permit is an investigation and cost recovery fee for the additional plan review and inspection occasioned by the unpermitted work. It is not a penalty for violation of the City's ordinances, and nothing in this Resolution limits or affects any penalty imposed under the Pueblo Municipal Code for performing work without a required permit.

SECTION 4.

The Building Valuation Multiplier values set out in Exhibit A, Table E, are established by the Council. The Building Commission may adjust those values by not more than ten percent in either direction from the values established in Exhibit A, and only to the extent necessary to maintain the Southern Colorado Building Department as self-supporting but not profit-making and to maintain the reserve balance provided in Section 26 of the Intergovernmental Agreement. No adjustment under this Section shall cause the fees to exceed a reasonable relationship to the cost of administering the Codes within the City. Any such adjustment shall be made in connection with the annual budget review provided in Section 26 of the Intergovernmental Agreement, and the Commission shall report each adjustment to the Council. Any adjustment exceeding ten percent in either direction, and any other change to the schedule of fees adopted by this Resolution, shall be made by the Council, by resolution, on the recommendation of the Building Commission, in the manner provided by Sections 23 and 26 of the Intergovernmental Agreement.

SECTION 5.

The Southern Colorado Building Department is authorized to collect the fees adopted by this Resolution for activities within the City, consistent with Section 10 of the Intergovernmental Agreement. The officers and staff of the City are authorized to perform any and all acts consistent with the intent of this Resolution to effectuate its provisions.

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SECTION 6.

This Resolution shall become effective immediately upon final passage and approval, and the schedule of fees adopted by this Resolution shall apply to all permit applications submitted to the Southern Colorado Building Department for activities within the City on or after June 30, 2026.

INTRODUCED: June 22, 2026

BY: Ted Hernandez
MEMBER OF CITY COUNCIL

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

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

FEE TABLES

Use the Tables provided below to determine permit fees: For Residential - Determine the project value using Table A square footage values. Multiply that project value by the Building Valuation Multiplier on Table E. This gives you the permitting value and then a permit fee can be determined using Table B.
Use Table D for Alterations, Remodels or new Shell Buildings.
For "Fixed Fee" Residential permits, refer to Table C for the type and cost of permit.
For Commercial - Multiply the project value by the Building Valuation Multiplier on Table E. This gives you the permitting value then use Table B to determine permit fee. See calculation examples later in this handout.
Notes:

1) Permits for New Residential projects are subject to an additional 25% of permit fee as plan review fee.
2) Permits for Commercial Construction are subject to an additional 50% of permit fee as plan review fee.
3) Use this handout for estimating purposes. Final fees will be determined by Southern Colorado Building Department Building Official upon review of the project; additional fees may apply.

TABLE A

New Residences and Additions Thereto:

a. All Finished Living Area	$176.00	Per Square Foot x Table E, Modifier "b"
b. Unfinished Basement	$32.00	Per Square Foot x Table E, Modifier "c"
c. Finished Garden Level or Basement Level	$72.00	Per Square Foot x Table E, Modifier "b"
d. Finished Existing Basement	$176.00	Per Square Foot x Table D, Modifier "a"

Manufactured/Modular Residence:

a. Setting of Manufactured Home	$176.00	Per Square Foot x Table E, Modifier "b"
b. Finished Basement	$72.00	Per Square Foot x Table E, Modifier "b"
c. Unfinished Basement	$32.00	Per Square Foot x Table E, Modifier "c"

Garage and Accessory Structures:

a. Detached Garage	$72.00	Per Square Foot x Table E, Modifier "d"
b. Attached Garage	$72.00	Per Square Foot x Table E, Modifier "d"
c. Carports – Open on Two or more Sides	$72.00	Per Square Foot x Table E, Modifier "d"
d. Open Patios or Porches with Roof	$72.00	Per Square Foot x Table E, Modifier "d"
e. Enclosed Patio	$72.00	Per Square Foot x Table E, Modifier "c"
f. Deck	$72.00	Per Square Foot x Table E, Modifier "d"
g. Deck with Roof	$72.00	Per Square Foot x Table E, Modifier "d"

TABLE B

Building Permit Fee Schedule:

TOTAL VALUATION	PERMIT FEE
Up to $500.00	$45.00
$501 to $2,000	$45.00 for the first $500.00 plus $2.25 for each additional $100.00 or fraction thereof, to and including $2,000.
$2,001 to $25,000	$78.75 for the first $2,000 plus $10.00 for each additional $1,000.00 or fraction thereof, to and including $25,000.
$25,001 to $50,000	$308.75 for the first $25,000 plus $8.00 for each additional $1,000.00 or fraction thereof, to and including $50,000.
$50,001 to $100,000	$508.75 for the first $50,000 plus $5.00 for each additional $1,000.00 or fraction thereof, to and including $100,000.
$100,001 to $500,000	$758.75 for the first $100,000 plus $4.00 for each additional $1,000.00 or fraction thereof, to and including $500,000.
$500,001 to $1,000,000	$2,358.75 for the first $500,000 plus $3.50 for each additional $1,000.00 or fraction thereof, to and including $1,000,000.
$1,000,001 AND UP	$4,108.75 for the first $1,000,000 plus $2.50 for each additional $1,000.00 or fraction thereof.

TABLE C

Residential Fixed-Fee Plumbing Only Permits:

a. Sewer Install / Repair	$70.00	Each
b. Water Install / Repair	$70.00	Each
c. Lawn Sprinkler System	$65.00	Each
d. Water Heater Replacement (Tank or Tankless)	$65.00	Each
e. Water Heater Replacement and Add Sump Pump	$85.00	Each

Residential Fixed-Fee Mechanical Only Permits:

a. Furnace Replacement (No Ductwork)	$75.00	Each
b. AC Replacement	$75.00	Each
c. Furnace / AC Replacement (No Ductwork)	$125.00	Each
d. Gas Air Test (Piping not Included)	$60.00	Each
e. Vents or Ducting	$60.00	Each

Residential Fixed Fee Electrical Only Permits:

a. Upgrade / Replace Service	$125.00	Each
b. Solar PV Systems	$400.00	Each
c. AC Hook Up	$75.00	Each
d. Reconnect of Existing Service	$50.00	Each
e. Remove and Replace Solar	$90.00	Each

Residential Fixed Fee Building Permits

a. Asphalt Shingle / Rolled Reroof (Residential Only)	$135.00	Each
b. Stucco	$135.00	Each
c. Wood or Composite Siding	$115.00	Each

Commercial and Residential Roofing: All other roofing materials including Modified, TPO, EPDM, Metal Shingles, Tile Roofing, Metal Panels, Built-up, etc., Valuation based. Look up valuation in Table B, use appropriate Permit Fee.

TABLE D

Alteration Valuation Table:

Alteration Type	BVD Multiplier	Description of Work
a. Alteration	50%	Addition or demolition of interior walls; installation of new glazing systems in conjunction with a major remodel; upgrade or repair of minor or limited structural systems; significant upgrades to mechanical, electrical, and plumbing systems in conjunction with significant refinishing of surfaces; installation of new or substantial replacement of electrical, mechanical systems in conjunction with significant changes in room configuration.
b. Full Alteration or new Shell building	80%	Demolition of all non-structural portions leaving a structural shell; significant structural upgrading to meet seismic requirements, or other substantial structural renovation, extensive structural repair. Any combination of work that results in more than 80% new construction based on floor area or construction values. Removal of rotten walls down to the floor framing. Removal of more than 80% of the livable area or volume above the floor and foundation system.

TABLE E

Building Valuation Multiplier Table:

a. Commercial	1.00	Per ICC Building Valuation Table
b. Single Family or Two-Family Residence (Finished)	0.42	Per ICC Building Valuation Table
c. Residential Unfinished Area	0.20	Per ICC Building Valuation Table
d. Residential Detached Accessory Structure	0.14	Per ICC Building Valuation Table

Miscellaneous Fees

1. Special Licensing Inspections for buildings required to be inspected for regulated use licensing: $250.00 for Single Inspector Required Inspections, $350.00 for all other Special Licensing Inspections.
2. After Hours Inspections: $180.00 per hour for inspectors' time for the work and travel to and from the site of the inspection, with a minimum fee based upon 2 hours ($360.00) per inspector.
3. Re-inspection fee shall be $100.00.
4. Permit extension fees: 1st issuance is no fee, 2nd issuance is half the original permit fee, subsequent issuance full permit fee.
5. Temporary occupancy certificates: All Structures -- $100.00 per certificate.
6. Appeal fees: $150.00 per appeal.
7. Working without permit fees: double permit fee.
8. Commercial Plans exceeding 1 revised submittal (rejected twice) will be charged a re-review fee of $125/hour, minimum of 2 hours, to be collected at time of submittal. Additional time will be accounted for at the review approval, prior to permit issuance.
9. Residential Plans exceeding 1 revised submittal (rejected twice) will require an in-person meeting and resubmittal fee of half the plan review fee. Subsequent submissions will be at full Residential submittal fee.
10. Plan revisions after code compliance review, before permitting: Commercial $120 per occurrence, Residential $30 per occurrence.
11. Revisions after permitting: Commercial $120 per occurrence, Residential $30 per occurrence.
12. For additions and remodels, Plumbing, Mechanical, and Electrical sub-permits are subject to a $50 attachment fee to a valid Building Permit.
    a. For all new construction, Plumbing, Mechanical, and Electrical sub-permits are included under the Building Permit valuation, except for Commercial Fire Sprinkler and Commercial Electrical Low-Voltage. Those items are permitted separately based on their valuation.

Examples of how to calculate a permit

New Residence Permitting Valuation Example - 1,200 sf Livable, 150 sf Covered Patio, 400 sf Attached garage
Formula: (Area 1 x Square Foot fee x Building Valuation multiplier) + (Area 2 x Square Foot fee x Building Valuation Multiplier) … = Valuation for Permitting.

Using the Example areas above:

- Table A: (1,200 sf x $176 x 0.42) + (150 sf x $72 x 0.14) + (400 sf x $72 x 0.14) = ($88,704) + ($1,512) + ($4,032) = $94,248 Valuation for Permitting.
- Table B: $94,248 falls between $50,001 to $100,000. $508.75 for the first $50,000 plus $5.00 for each additional $1,000.00 or fraction thereof, to and including $100,000.
    - ($94,248 - $50,000) = $44,248
    - ($44,248 / 1000) = $44.248 rounded up = $45
    - ($45 * 5) = $225
    - (Initial $508.75 + $225) = $733.75 permit fee.
    - 25% Plan review fee = ($733.75 x 0.25) = $183.44
      Total Fee = $733.75 + $183.44 = $917.19 Plan Review and Permit

Commercial Permitting Valuation Example – 5,000 sf Area, Type V-B Construction, Business (B) Occupancy Group
Formula: (Area x Square Foot fee x Building Valuation Multiplier "a") = Valuation for Permitting.

Using the Example above:

- Table A: (5,000 sf x $213.27 x 1.00) = $1,066,350 Valuation for Permitting.
- Table B: $1,066,350 falls in $1,000,001+. $4,108.75 for the first $1,000,000 plus $2.50 for each additional $1,000.00 or fraction thereof.
    - ($1,066,350 - $1,000,000) = $66,350
    - ($66,350 / 1000) = $66.350 rounded up = $67
    - ($67 * 2.50) = $167.50
    - (Initial $4,108.75 + $167.50) = $4,276.25 permit fee.
    - 50% Plan review fee = ($4,276.25 x 0.50) = $2,138.13
      Total Fee = $4,276.25 + $2,138.13 = $6,414.38 Plan Review and Permit

Remodel Permitting Valuation Example
Formula: (Area x Square Foot fee x Percentage of BVD from Table D) = Valuation for Permitting.

Example Remodel: Remodel 280 sf livable area to include Master Bedroom and Master Bath.

- Table A: (280 sf x $176) x (Table D, Modifier a) = ($49,280) x (Alteration 50%) = $24,640 Valuation for Permitting.
- Table B: $24,640 falls between $2,001 to $25,000. $78.75 for the first $2,000 plus $10.00 for each additional $1,000.00 or fraction thereof, to and including $25,000.
    - ($24,640 - $2,000) = $22,640
    - ($22,640 / 1000) = $22.640 rounded up = $23
    - ($23 * 10) = $230

  (Initial $78.75 + $230) = $308.75 permit fee.
  Any Plumbing, Mechanical, or Electrical permits have a $50 attachment fee each.

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City Clerk's Office Item # M7

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: June 22, 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 AWARDING A PROFESSIONAL SERVICES AGREEMENT IN THE AMOUNT OF $25,200 TO BLUE STRIKE ENVIRONMENTAL, INC., A COLORADO CORPORATION, FOR PROJECT NO. 26-014 PUBLIC WORKS ENERGY COORDINATOR SUPPORT SERVICES AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

This Resolution awards a Professional Services Agreement to Blue Strike Environmental, Inc., to render certain professional energy coordinator support services and other related services for the City in connection with Project 26-014 Public Works Energy Coordinator Support Services. Blue Strike Environmental, Inc., was determined to be the most responsible bidder and will be awarded a contract in the amount of $4,200.00 per month for the initial six (6) month term ($25,200.00 in the aggregate).

PREVIOUS COUNCIL ACTION:

Ordinance 10942, dated May 12, 2025, approved, accepted and authorized the Mayor to execute a purchase order from the State of Colorado by and through the Colorado Energy Office which provided funding in the amount of $120,000.00, established project account CI2509 - Public Works Energy Coordinator, transferred $6,779.00 from the 2025 Public Works Department Operating Budget into Project Account CI2509, and budgeted and appropriated a total amount of $126,779.00 into project account CI2509.

Ordinance 11156, dated April 27, 2026, approved Amendment 1 to the purchase order from the State of Colorado by and through the Colorado Energy Office, in the amount of $72,000, reducing the established appropriation from $126,779 to $78,779 in Project Account CI2509 - Public Works Energy Coordinator.

BACKGROUND:

The City of Pueblo was awarded a grant in the amount of $120,000.00 from the

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Colorado Energy Office for the purpose of acquiring the services of an energy coordinator to assist the Public Works Department with various energy-related work. Recently, Public Works executed an Energy Performance Contract which will identify energy-saving opportunities through the performance of an investment-grade adult which may serve as a baseline for seeking funding for future capital projects to upgrade certain facility systems, components, and equipment using cost savings from energy consumption reductions to fund those upgrades. Public Works has also implemented a software system to collect and analyze energy consumption data on City-owned facilities. This software ("Asset Essentials") will facilitate monitoring of energy consumption, analysis of energy trends for each building/meter, and identification of future energy-saving opportunities.

Blue Strike Environmental, Inc., has been selected to assist the Department with these efforts and other energy-related matters.

FINANCIAL IMPLICATIONS:

Funding in the amount of $25,200.00 will be paid from Project Account CI2509 – Public Works Energy Coordinator.

BOARD/COMMISSION RECOMMENDATION:

Not Applicable to this Resolution.

STAKEHOLDER PROCESS:

Not Applicable to this Resolution.

ALTERNATIVES:

Denial of this Resolution will preclude the City from awarding the contract and receiving assistance with energy-related matters.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 26-014 DRAFT Agreement - Public Works Energy Coordinator Support Services

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RESOLUTION NO. 16352

A RESOLUTION AWARDING A PROFESSIONAL SERVICES AGREEMENT IN THE AMOUNT OF $25,200 TO BLUE STRIKE ENVIRONMENTAL, INC., A COLORADO CORPORATION, FOR PROJECT NO. 26-014 PUBLIC WORKS ENERGY COORDINATOR SUPPORT SERVICES AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, the proposal of Blue Strike Environmental, Inc., for Project No. 26-014 Public Works Energy Coordinator Support Services, has been received and examined; AND,

WHEREAS, the Proposal of Blue Strike Environmental, Inc., was determined to be the most advantageous to the City of Pueblo, and in the best interest of the City of Pueblo, based on the evaluation factors set forth in the Request for Proposals; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The City Council authorizes Project No. 26-014 Public Works Energy Coordinator Support Services to be performed, and the contract for said services is hereby awarded to Blue Strike Environmental, Inc., in the amount of $25,200.00.

SECTION 2.

Funds for said Agreement shall be paid from Project Account CI2509 - Public Works Energy Coordinator.

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.

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SECTION 5.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: June 22, 2026

BY: Ted Hernandez
MEMBER OF CITY COUNCIL

APPROVED: DocuSigned by: Mark Aliff B7A4F51823AD462...
PRESIDENT OF CITY COUNCIL

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

PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN CITY OF PUEBLO AND
BLUE STRIKE ENVIRONMENTAL, INC.

26-014

PUBLIC WORKS ENERGY COORDINATOR SUPPORT SERVICES

PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN CITY OF PUEBLO AND BLUE STRIKE ENVIRONMENTAL, INC.

1. INTRODUCTION

THIS AGREEMENT ("Agreement") made and entered this _____ day of _____, 20____, by and between the City of Pueblo, a Colorado Municipal Corporation (hereinafter referred to as "City") and Blue Strike Environmental, Inc., a Colorado Corporation (hereinafter referred to as "Consultant"), a professional energy and climate consulting firm, for Consultant to render certain professional Energy Coordinator support services and other related services for City in connection with Project 26-014 Public Works Energy Coordinator Support Services, hereinafter referred to as the "Project." In consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

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

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

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

2. CONSULTANT'S RESPONSIBILITIES

A. Consultant shall be responsible for the professional quality, technical accuracy, and timely completion of Consultant's work, including that performed by Consultant's subconsultants and subcontractors, irrespective of City's approval of or acquiescence in same. Consultant shall be responsible, in accordance with applicable law, to City for all loss or damage to City caused by Consultant's negligent act or omission; except that Consultant hereby irrevocably waives and excuses City and City's attorneys from compliance with any requirement to obtain a certificate

of review as a condition precedent to commencement of an action, including any such requirements set forth in Section 13-20-602, C.R.S. or similar statute, whether now existing or hereafter enacted.

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

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

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

E. Consultant acknowledges that, due to the nature of the services for this project, related professional services, and the impact of same on the Project, the City has a substantial interest in the personnel and consultants to whom Consultant assigns principal responsibility for services performed under this Agreement. Consequently, Consultant represents that Consultant has selected and intends to employ or assign the key personnel and subconsultants identified in Schedule 4 ("Identification of Personnel, Subcontractors, and Task Responsibility") attached hereto for the Project assignments and areas of responsibility stated therein. Within 10 days of execution of this Agreement, City shall have the right to object in writing to employment on the Project of any such key person, subconsultant, or assignment of principal responsibility, in which case Consultant will employ alternate personnel for such function or reassign such responsibility

to another to whom City has no reasonable objection. Thereafter, Consultant shall not assign or reassign Project work to any person to whom City has reasonable objection.

3. CITY'S RESPONSIBILITIES

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

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

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

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

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

4. TIME FOR PERFORMANCE

Consultant's obligation to render services shall continue for an initial term of six (6) months with eight (8) possible renewals consisting of three (3) months each.

Project will not be considered complete until all project requirements have been met, all work submitted, and City has determined the work has been performed in a satisfactory manner.

The proposed work schedule attached as Schedule 3 may be adjusted by mutual agreement of all parties.

5. PAYMENT

A. City will pay to Consultant as full compensation for all services required to be performed by Consultant under this Agreement, except for services for additional work or work beyond the scope of this Agreement, an amount not to exceed $4,200.00 per month for the initial six (6) month term ($25,200.00 in the aggregate) as set forth in Schedule 2 "Fee Schedule" and computed in accordance with this Section. Price increases may be considered for each term of renewal.All prices as set forth in Schedule 2 shall be honored; however, acceptance will be at the discretion of the City at the time of renewal based on the needs of the City, budget availability, project fulfillment, etc.

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

C. No separate or additional payment shall be made for profit, overhead, local telephone expenses, lodging, routine photocopying, computer time, secretarial or clerical time or similar expenses unless otherwise provided and listed in Schedule 2 - "Fee Schedule."

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

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

6. TERMINATION

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

B. Upon termination of this Agreement for events or reasons not the fault of Consultant, Consultant shall be paid at the rates specified in Schedule 2 for all services rendered and reasonable costs incurred to the date of termination; together with any reasonable costs incurred within 10 days of termination provided such latter costs could not be avoided or were incurred in mitigating loss or expenses to Consultant or City. Consultant shall provide a detailed final invoice to the City within fourteen (14) calendar days from the effective date of termination, itemizing the work completed, costs incurred, and any outstanding payments due. In no event shall payment to Consultant upon termination exceed the maximum compensation provided for complete performance in Section 5, and the Consultant expressly waives any right to claim damages, including but not limited to lost profits, anticipated revenue, or indirect or consequential damages arising out of or relating to the termination for convenience.

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

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

7. GENERAL PROVISIONS

7.1. Ownership of Documents

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

7.2. Advertising

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

7.3. Equal Employment Opportunity

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

7.4. Notices

Any and all notices or other communications required or permitted by this Agreement or by law to be served on or given to either the City or the Consultant by the other party shall be in writing and shall be deemed duly served and given when personally delivered to the party to whom it is directed, or in lieu of such personal service when deposited in the United States mail, first-class postage prepaid, addressed to the City of Pueblo, Department of Public Works, Attn: Andrew Hayes, Director, Pueblo, CO, 81003; or to the Consultant, Blue Strike Energy, Inc., Attn: Andrea Greene, Business Development Manager for the Energy & Climate Division, 126 Bonifacio Pl., Ste G, Monterey, CA 93940. Either party may change their address for the purpose of this paragraph by giving written notice of such change to the other party in the manner provided in this paragraph.

7.5. Entire Agreement

This instrument contains the entire agreement between the City and the Consultant respecting the Project, and any other written or oral agreement or representation respecting the Project or the duties of either the City or the Consultant in relation thereto not expressly set forth in this instrument are null and void. Notwithstanding the foregoing, the terms of Project 26-014 Public Works Energy Coordinator Support Services are hereby incorporated herein, and Consultant agrees to abide by and comply with the same. In the event of any conflict between any provision of this Agreement and a provision of any Schedule or attachment to this Agreement, the provision in this Agreement shall control and supersede the conflicting provision in the Schedule or attachment. Any inconsistent resolution provision in any attachment to this Agreement shall be void.

7.6. Subcontracts

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

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

C. Consultant acknowledges that, due to the nature of the services to be provided under this Agreement, the City has a substantial interest in the personnel and consultants to whom Consultant assigns principal responsibility for services performed under this Agreement.

Consequently, Consultant represents that it has selected and intends to employ or assign the key personnel and consultants identified in its proposal submitted to City prior to execution of this Agreement to induce City to enter this Agreement. Consultant shall not change such consultants or key personnel except after giving notice of a proposed change to City and receiving City's consent thereto. Consultant shall not assign or reassign Project work to any person to whom City has reasonable objection.

7.7. Successors and Assigns

This Agreement shall be binding on the parties hereto and on their partners, heirs, executors, administrators, successors, and assigns; provided, however, that neither this Agreement, nor any part thereof, nor any moneys due or to become due hereunder to the Consultant may be assigned by it without the written consent of the City. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the parties hereto, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person or entity on such Agreement. It is the express intention of the parties hereto that any person or entity, other than the parties to this Agreement, receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

7.8. Amendments

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

7.9. Choice of Law, Jurisdiction, and Venue

Colorado law, the Pueblo City Charter, the Pueblo Municipal Code, and rules and regulations issued pursuant thereto shall be applied in the interpretation, execution, and enforcement of this Agreement. Any provision included or incorporated herein by reference that conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Agreement shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the County of Pueblo.

7.10. Severability

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

7.11. Appropriations

A. Subject to execution of this Agreement by the Director of Finance certifying that a balance of appropriation exists and funds are available, the amount of money appropriated for this Agreement is equal to or in excess of the maximum compensation payable hereunder; provided, however, that if work is phased and subject to annual appropriation, funds only in the amount

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

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

8. DISPUTES

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

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

A. Consultant understands that City may be funding the Project in whole or part with funds provided by the State of Colorado Energy Office. Consultant agrees it is subject to and shall comply with all applicable provisions of said State of Colorado Energy Office grant for which the contract award has been made and applicable regulations.

B. Consultant shall comply with the Special Funding Requirements attached as Schedule 5 and any/all other Federal, State, and local laws applicable to its activities.

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

D. If any of the work to be performed by Consultant under this Agreement is funded in whole or in part with federal or state funds, then this Agreement shall be construed to include all applicable terms required by the federal or state assistance agreement and integrated federal or state regulations. By executing this Agreement, Consultant agrees to be bound by all such mandatory federal or state requirements, irrespective of Consultant’s actual knowledge or lack of knowledge of such requirements prior to execution of this Agreement.

10. INSURANCE

10.1. Conditions

A. Consultant agrees that it has procured and will maintain during the term of this Agreement, such insurance as will protect it from claims under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any

of its employees or of any person other than its employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom; and such insurance will provide for coverage in such amounts as set forth below.

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

10.2. Minimum Requirements

A. Commercial General Liability Insurance. The Consultant shall secure and maintain during the period of this agreement and for such additional time as work on the project is being performed, Commercial General Liability Insurance issued to and covering the liability of the Consultant with respect to all work performed by it and all its subcontractors under the agreement, to be written on a comprehensive policy form. This insurance shall be written in amounts not less than $1,000,000 for each occurrence and aggregate for personal injury including death and bodily injury and $1,000,000 for each occurrence and aggregate for property damage. This policy of insurance shall name the City of Pueblo, its agents, officers and employees as additional insureds. The policy shall also provide coverage for contractual liability assumed by Consultant under the provisions of the agreement.

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

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

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

10.3. Governmental Immunity

Liability for claims for injuries to persons or property arising from the negligence of the City, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b). No term or

condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

11. ACCESSIBILITY

The Americans with Disabilities Act (ADA) provides that it is a violation of the ADA to design and construct a facility for first occupancy later than January 26, 1993, that does not meet the accessibility and usability requirements of the ADA except where an entity can demonstrate that it is structurally impractical to meet such requirements. The Consultant therefore, will use its best reasonable professional efforts to implement applicable ADA requirements and other federal, state, and local laws, rules codes, ordinances and regulations as they apply to the Project.

12. IMMIGRATION REFORM AND CONTROL ACT OF 1986

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

13. PERA LIABILITY

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

14. SCHEDULES

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

- Schedule 1 - "Scope of Services" consisting of 6 pages.
- Schedule 2 - "Fee Schedule" consisting of 1 page.
- Schedule 3 - "Work Schedule" consisting of 1 page.
- Schedule 4 - "Identification of Personnel, Subcontractors, and Task Responsibility" consisting of 8 pages.
- Schedule 5 - "Special Funding Requirements consisting of 8 pages.

15. SIGNATURE

A. This Agreement and all other documents contemplated hereunder may be executed using electronic signatures with delivery via facsimile transmission, by scanning and transmission of electronic files in Portable Document Format (PDF) or other readily available file format, or by

copy transmitted via email, or by other electronic means and in one or more counterparts, each of which shall be: (1) an original, and all of which taken together shall constitute one and the same agreement, (2) a valid and binding agreement and fully admissible under state and federal law, and (3) enforceable in accordance with its terms.

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

IN WITNESS WHEREOF the parties hereto have made and executed this Agreement as of the day and year first above written.

CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION

By_____
Teresa May Burns, Director of Purchasing

Attest_____
Clyde Bishop, City Clerk

[SEAL]

BLUE STRIKE ENVIRONMENTAL, INC.

By_____
Andrea Green, Business Development Manager

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

_____
Danny Nunn, Director of Finance

APPROVED AS TO FORM
DEPARTMENT OF LAW

_____
Robert Jagger, Deputy City Attorney

Attachments: Schedules 1 – 5 and Additional Information for Agreement

Schedule 1

Scope of Services

Excerpt from Request for Proposal dated April 14, 2026, Section 3 and excerpt from Consultant's Proposal dated May 5, 2026, Pages 15-17

3. SCOPE OF SERVICE & PROJECT REQUIREMENTS

3.1. Objective

A. The awarded Consultant shall provide one or more staff members contracted to the City of Pueblo for the equivalent of a part time employee as the City's Public Works Energy Coordinator (Coordinator).

B. The assigned Coordinator will assist the City in the timely and quality preparation of all deliverables outlined in the Colorado Energy Office (CEO) Statement of Work (attached and incorporated by reference).

3.2. Location/Hours

A. Coordinator shall perform all work remotely at their company office, but be prepared to travel to City offices when required.

B. Normal working hours will be Monday–Friday, 8:00AM–5:00PM, excluding City Holidays.

1. City Holidays include: New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Columbus Day, Thanksgiving Day, the day after Thanksgiving, and Christmas Day. These dates are currently scheduled as City observed holidays; however, they are subject to change.

2. Coordinator will not be required to work on site during inclement weather or other emergency when non-essential City staff are not required to report as directed by the Mayor.

C. Occasional meetings or other stakeholder engagement may be required outside of these hours (approx 1 - 2 times per month on average).

3.3. Minimum Qualifications

Coordinator must possess the following:

A. Minimum bachelor's degree in a relevant field. Master's degree is preferred.

B. Minimum three years' coordination experience, including at least two years of grant/budget management and project/program management.

C. Demonstrated expertise in renewable energy, energy efficiency, government operations, report writing, and stakeholder engagement.

3.4. Scope of Service

A. The Consultant's responsibilities include:

1. Schedule and participate in kickoff meeting with City staff within two weeks of contract initiation.

2. Assign the equivalent of a full time employee as the City's Public Works Energy Coordinator (Coordinator).
3. Coordinate and participate in monthly check-in calls and prepare monthly written reports to City.
4. Prepare quarterly reports for City, due by the 10th of the month following each calendar quarter.
5. Consultant may be required to provide background checks and security clearances for Coordinator (as necessary to meet City requirements).
6. Consultant shall provide all Coordinator labor, payroll/wages, benefits, compensation, certifications, leave, training, travel reimbursement, tuition, etc.
7. Consultant shall also provide all administration of the agreement, insurance, personnel issues/resolution, travel, etc.
8. Consultant shall also provide any necessary equipment, tools, calculators, supplies, etc. to Coordinator necessary to complete the services.

B. The assigned Coordinator key responsibilities will include the following; however, additional responsibilities may be added as needed by the City of Pueblo:

1. Coordinator may be required to submit to and be approved by/for City's standard background/security/employment requirements.
2. Work with City staff to oversee and manage an energy performance contract (EPC) already in process.
3. Assist in implementing work plan goals and ongoing GHG reduction/energy conservation efforts into EPC contract.
4. Prepare and submit a final report at the end of the contract term detailing successes, data, and sustainability of position.
5. Under general supervision of the Director of Public Works, the Coordinator will serve as a liaison for City’s energy efforts and participate in relevant meetings, outreach, and stakeholder engagement.
6. Serve as staff liaison at Commission on Energy Meetings (generally held on the first Wednesday of each month from 4:00 PM to 5:15 PM, but may include additional special meetings from time to time).
7. Where appropriate given the scope of assigned duties and projects, and within limitations and policies set by City, respond to routine inquiries from the public about upcoming and ongoing energy-related projects and initiatives.

8. All tasks, services, labor, and materials performed must comply with CEO Statement of Work and Special Terms and Conditions.
9. Contractor will conduct himself or herself professionally at all times, especially during interactions with the public, elected officials, and City staff.

C. Refer to Section 6.5 regarding the term of the agreement.

2.7.
PROJECT APPROACH

UNDERSTANDING OF PROJECT GOALS

This role sits at the intersection of ongoing energy initiatives, State reporting requirements, and active project implementation. It requires consistent coordination across staff, contractors, and stakeholders, along with regular tracking and follow-through to keep work aligned and on schedule.

The challenge in roles like this is maintaining momentum. Without a dedicated resource focused on coordination and accountability, tasks can stall, communication can fragment, and reporting can become reactive. Over time, this increases the burden on City staff and limits the effectiveness of funded programs and active projects.

Blue Strike has supported municipalities in similar conditions where the need is not additional planning, but consistent execution. This includes coordinating across departments, maintaining grant and State reporting requirements, and supporting implementation efforts such as energy programs and capital projects.

The intent of this position is to provide a reliable, embedded resource who ensures that work continues to move forward. This includes supporting the Energy Performance Contract, tracking progress across initiatives, coordinating with stakeholders, and maintaining clear and timely reporting. Success depends on consistency, responsiveness, and follow-through, which guides Blue Strike's approach to delivering this role.

APPROACH AND METHODOLOGY

Blue Strike will provide a dedicated Energy Coordinator supported by a technical team to ensure consistent execution, coordination, and reporting across all project activities. Our approach is built around structured tracking, proactive communication, and clear ownership of tasks so that work continues to move forward without requiring additional oversight from City staff. The Coordinator will operate as an embedded extension of the City, with access to technical and strategic support as needed.

2.7. PROJECT APPROACH

TASK 1: PROJECT INITIATION AND KICKOFF

Blue Strike will initiate the project with a structured kickoff meeting within two weeks of contract execution. This meeting will confirm priorities, review the Colorado Energy Office Statement of Work, and align on the status of the Energy Performance Contract and other ongoing efforts.

Initial setup will focus on establishing how coordination will function in practice, including:

- Communication protocols with City staff and partners
- Meeting cadence and expectations
- Reporting formats and data requirements

This early alignment ensures that roles, responsibilities, and expectations are clearly defined, allowing the Coordinator to begin managing activities without delay.

TASK 2: PROJECT MANAGEMENT AND ONGOING COORDINATION

The Coordinator will serve as the central point of coordination for all energy-related activities, maintaining visibility across initiatives and ensuring consistent follow-through on tasks and commitments. This includes managing a structured weekly workflow that tracks active projects, upcoming deadlines, and outstanding action items.

To support this effort, Blue Strike will implement practical coordination systems, including a centralized action tracker, meeting summaries with assigned responsibilities, and regularly updated status logs. These tools are designed to make progress visible, clarify ownership, and ensure accountability across all parties. The Coordinator will actively use these systems to prioritize work, follow up on outstanding items, and identify potential issues before they impact timelines.

Coordination will extend beyond scheduled meetings. The Coordinator will maintain regular communication with City staff, contractors, and partners to resolve issues as they arise and keep work advancing between formal check-ins. This approach ensures that coordination remains active and responsive, rather than reactive.

TASK 3: REPORTING AND DOCUMENTATION

Reporting will be supported by ongoing tracking rather than periodic data collection. The Coordinator will maintain current records of activities, milestones, and key metrics, allowing reports to be prepared efficiently and with consistent quality.

Deliverables include:

- Monthly progress reports summarizing activities and status
- Quarterly reports aligned with Colorado Energy Office requirements
- A final report documenting outcomes, data, and recommendations

Supporting documentation will be maintained throughout the project, including activity logs and progress summaries. This ensures that information is readily available to City staff at any time and reduces reliance on reporting cycles for visibility.

2.7. PROJECT APPROACH

TASK 4: ENERGY PROGRAM AND EPC SUPPORT

Blue Strike will provide active coordination and support for the City's Energy Performance Contract, with a focus on maintaining progress, resolving issues early, and ensuring alignment with broader energy goals. The Coordinator will track implementation against milestones, monitor contractor activities, and facilitate communication between all parties involved.

Key support activities include:

- Tracking progress against defined EPC milestones and deliverables
- Coordinating with contractors and City staff to address issues or delays
- Supporting timely decision-making by organizing information and next steps

In addition to coordination, Blue Strike will provide technical support to strengthen decision-making. The team will assist in reviewing energy measures, tracking expected impacts, and ensuring that implementation aligns with greenhouse gas reduction and energy efficiency goals. This allows the Coordinator to go beyond administrative support and contribute to informed, outcome-focused project management.

TASK 5: STAKEHOLDER ENGAGEMENT AND PUBLIC INTERFACE

The Coordinator will support communication across departments, with the Commission on Energy, and with external partners. This includes participation in Commission meetings, coordination with stakeholders, and maintaining clear and consistent communication across all involved parties. Where appropriate, the Coordinator will also assist with routine public inquiries and support outreach related to energy initiatives. The focus is on ensuring that information is organized, accessible, and communicated in a timely and professional manner.

TASK 6: CONTRACT ADMINISTRATION AND COMPLIANCE

Blue Strike will manage all administrative and contractual responsibilities associated with this work, including staffing, payroll, and provision of necessary tools and resources. These functions will be handled internally to ensure that the City does not incur additional administrative burden.

Compliance will be maintained throughout the project by:

- Adhering to all City requirements and contract terms
- Meeting Colorado Energy Office conditions and reporting standards
- Supporting background checks or security requirements if needed

This structure ensures that all contractual obligations are met while allowing the Coordinator to focus on program execution and coordination.

Schedule 2

Fee Schedule

Consultant's Response to Request for Proposal dated May 5, 2026, Pricing Proposal

TOTAL MONTHLY COST

Line Item	Description	Time Period	Unit of Measure	Unit Cost
1	Total monthly cost to be paid by City to Consultant for equivalent of a part time employee as the City's Public Works Energy Coordinator (Coordinator)	Initial 6 Months	Monthly Cost	$4,200.00
2	Total monthly cost to be paid by City to Consultant for equivalent of a part time employee as the City's Public Works Energy Coordinator (Coordinator)	1st Renewal Term of 3 Months	Monthly Cost	$4,305.00
3	Total monthly cost to be paid by City to Consultant for equivalent of a part time employee as the City's Public Works Energy Coordinator (Coordinator)	2nd Renewal Term of 3 Months	Monthly Cost	$4,410.00
4	Total monthly cost to be paid by City to Consultant for equivalent of a part time employee as the City's Public Works Energy Coordinator (Coordinator)	3rd Renewal Term of 3 Months	Monthly Cost	$4,465.00
5	Total monthly cost to be paid by City to Consultant for equivalent of a part time employee as the City's Public Works Energy Coordinator (Coordinator)	4th Renewal Term of 3 Months	Monthly Cost	$4,521.00
6	Total monthly cost to be paid by City to Consultant for equivalent of a part time employee as the City's Public Works Energy Coordinator (Coordinator)	5th Renewal Term of 3 Months	Monthly Cost	$4,577.00
7	Total monthly cost to be paid by City to Consultant for equivalent of a part time employee as the City's Public Works Energy Coordinator (Coordinator)	6th Renewal Term of 3 Months	Monthly Cost	$4,635.00
8	Total monthly cost to be paid by City to Consultant for equivalent of a part time employee as the City's Public Works Energy Coordinator (Coordinator)	7th Renewal Term of 3 Months	Monthly Cost	$4,693.00
9	Total monthly cost to be paid by City to Consultant for equivalent of a part time employee as the City's Public Works Energy Coordinator (Coordinator)	8th Renewal Term of 3 Months	Monthly Cost	$4,751.00

Schedule 3

Work Schedule

Excerpt from Consultant's Proposal dated May 5, 2026, Page18

2.7. PROJECT APPROACH

DETAILED WORKPLAN

TASK	DESCRIPTION	TIMELINE
Task 1: Project Initiation and Kickoff	Conduct kickoff, confirm priorities, review CEO requirements, and establish communication and reporting structure.	Weeks 1–2
Task 2: Project Management and Ongoing Coordination	Provide dedicated Coordinator to manage day-to-day activities, track tasks, support meetings, and maintain coordination across initiatives.	Ongoing (Monthly)
Task 3: Reporting and Documentation	Track activities and prepare monthly and quarterly reports, with organized documentation and final reporting at project closeout.	Ongoing (Monthly & Quarterly); Final at Contract End
Task 4: Energy Program and EPC Support	Support EPC coordination, track progress, and align activities with energy and GHG reduction goals.	Ongoing
Task 5: Stakeholder Engagement and Public Interface	Coordinate with staff, Commission on Energy, and stakeholders; support meetings and public inquiries as needed.	Ongoing (Monthly; as needed)
Task 6: Contract Administration and Compliance	Manage staffing and administration; ensure compliance with City and CEO requirements.	Ongoing

TIMELINE AND BUDGET MANAGEMENT

Blue Strike will manage this work using established project management systems that support clear tracking, accountability, and consistent progress across all tasks. The Coordinator will maintain an active task tracker and reporting schedule, allowing for continuous monitoring of activities and early identification of potential issues before they impact timelines.

Monthly tracking and regular communication with City staff ensure that priorities remain aligned and that any challenges are addressed proactively. Internal quality assurance and quality control procedures will be applied to all deliverables, including review of reports and coordination outputs to ensure accuracy and consistency.

Blue Strike has successfully delivered similar municipal projects on schedule and within budget, supported by disciplined scope management and clear communication. Our approach does not rely on change orders or scope expansion, but instead focuses on maintaining control of tasks, timelines, and expectations from project initiation through completion.

Schedule 4

Identification of Personnel, Subcontractors, and Task Responsibility

Excerpt from Consultant's Proposal dated May 5, 2026, 8 Pages

EDUCATION

MENV in
Urban Resilience & Sustainability,
University of Colorado, Boulder

B.S.
Environmental Studies
& Sustainability,
Michigan State University

A.A.
Liberal Arts & Sciences,
Northwestern Michigan College

ADDITIONAL SKILLS & TRAINING

Deep familiarity with nature-based solutions, urban resilience techniques, and climate resiliency strategies

Familiarity with ESG reporting including GRI and SASB

Experience with sustainability certifications including ISO and the Event Industry Council (EIC)

Greenhouse Gas Accounting including a strong understanding of carbon accounting (GHG protocol) and frameworks and disclosures such as SBTi, CDP, and TCFD

Technical writing including proposal development

OFFICE LOCATION

Boulder, CO

PROFILE

ANDREA GREEN, MENV

CLIMATE & ENERGY ANALYST

OVERVIEW

Andrea Green is a Climate & Energy Analyst for Blue Strike Environmental specializing in climate adaptation, sustainable strategy development and technical writing. She holds a masters degree in Urban Resilience and Sustainability from the University of Colorado, Boulder and a B.S. in Environmental Studies and Sustainability from Michigan State University. Andrea has prior experience working with clients on a variety of sustainability topics including eco-friendly packaging, waste diversion, and equity in the outdoor recreation industry.

SELECTED WORK EXPERIENCE

City of Scranton, PA
Sustainability & Climate Action Plan | January 2023 - December 2024

- Project management including leading biweekly meetings, planning engagements, strategy development, and Climate Action Plan writing.
- Co-led stakeholder engagement planning and activities and conducted policy reviews to establish baseline conditions.

City of Glenwood Springs, CO
Energy & Climate Action Plan | September 2023 - 2024

- Contributed to the formulation of GHG reduction strategies, and climate mitigation/adaptation approaches.
- Performed a detailed review and analysis of local City plans, policies, and programs, benchmarking them against best practices from similar cities.
- Co-led a series of five focus groups to gather feedback on sustainable strategies.

Las Vegas Convention and Visitors Authority (LVCVA)
Climate Action Plan | 2023 - 2024

- Collected and cataloged more than 200 documents as evidence for the EIC Sustainability Certification.
- Certified the Las Vegas Convention Center as a Platinum standard sustainable event space by the Event Industry Council.

City of Sun Prairie, WI
Greenhouse Gas Inventory and Climate Action Plan
January 2025 - January 2026

- Co-leading biweekly meetings, coordinating stakeholder presentations, and conducting a baseline policy review.
- Conducting a GHG inventory using ICLEI ClearPath and leveraging community engagement efforts to develop a community-wide emission reduction pathway.

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EDUCATION

Ph.D., Civil Systems Engineering,
University of Colorado, Boulder

M.A., International Affairs,
Tufts University (Fletcher School)

B.A., Economics,
University of Colorado, Boulder

Northeastern University -
Part time professor of
Economics and Finance

SKILLS AND TRAINING

- Climate Action Planning
- Energy Savings and Decarbonization Strategies
- **Financial Modeling/Due Diligence**: NPV, IRR, DCF, Real Options, Monte Carlo Simulation
- **Economic Evaluation:** Cost-Benefit Analysis, Tariff Design, Regulatory Accounting
- **Tools**: Excel, R, IMPLAN
- **Language**: Conversational Spanish
- **Certification**: CP3P – Certified Public-Private Partnership Professional

OFFICE LOCATION

352 Summer Avenue
Reading, MA 01867

CONTACT INFO

(781) 439-9366
rich@bluestrikeenvironmental.com

PROFILE

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RICH SWANSON, PH.D.

DIRECTOR, ENERGY AND CLIMATE DIVISION

OVERVIEW

Rich Swanson, Ph.D., is an energy economist, finance expert and sustainability specialist, with over 25 years of domestic and international experience in energy, infrastructure, and climate-related policy. He brings deep expertise in greenhouse gas inventories, cost-benefit assessments, scenario optimization, finance, and regulatory frameworks. His work spans feasibility studies, tariff design, and emissions reduction strategies, with a focus on decarbonization investment planning. Rich has led and advised projects around the globe with institutions including the World Bank, USAID, EPA and others. He holds a Ph.D. in Civil Systems Engineering, an M.A. in International Affairs, and a B.A. in Economics, combining strong technical, economic, and policy expertise. In addition to directing Blue Strike's Boston-based Energy & Climate Division, he teaches Finance and Economics at Northeastern University as a part time instructor and is an elected regulatory commissioner for his local electric utility.

PROFESSIONAL EXPERIENCE (Selected)

BLUE STRIKE ENVIRONMENTAL
DIRECTOR, ENERGY AND CLIMATE DIVISION

Monterey, CA & Boston, MA | 2021 - Present

- Leads expert team of analysts and planners to deliver customized energy and climate action plans (CAP) to public and private sector clients.

University of Boulder, CO | Climate Action Plan | 2022 - Present

- Managed all aspects of CAP design and authorship, including technical analysis, GHG inventory and forecasting of Scopes 1, 2, and 3.
- Performed economic and financial analysis of climate action strategies through the creation and evaluation of strategic pathways leading to carbon neutrality.

City of Fayetteville, NC | Sustainability Action Plan | 2022 - Present

- Project manager for Regional Energy Efficiency and Renewable Energy Plan. Provided in depth analysis of municipal energy use, and consumption analysis for 12 quasi-public entities including Ft. Liberty, Fayetteville School District, and Council of Governments.
- Project manager for City's first ever Sustainability Action Plan; led all technical, engagement and strategy components.

City of Los Angeles | Sustainability Action Plan | 2022 - Present

- Assessed employment and city tax receipt implications for multiple municipal decarbonization investment scenarios.

Brookline, MA | Climate Action & Resiliency Plan | 2024 - Present

- Led the Town of Brookline's comprehensive Climate Action & Resiliency Plan (CARP), establishing a strategic framework and roadmap to achieve net-zero emissions by 2040.
- Directed multi-department collaboration and public engagement—through focus groups, forums, and surveys—to ensure robust, data-driven solutions and equitable community buy-in.
- Developed an actionable implementation plan integrating greenhouse gas inventories, clear funding pathways, and best practices to guide long-term sustainability and resilience.

RICH SWANSON, PH.D.

DIRECTOR, ENERGY AND CLIMATE DIVISION

PUBLICATIONS

- "Value–Risk Calculator for Blended Finance: A Systems Perspective of the Nachtigal Hydropower Project," Sustainability, 2023
- "Appropriating the Value of Flexibility in PPP Megaproject Design," Journal of Management in Engineering, 2020
- "Flexible Design at Batoka Dam," Renewable Energy Focus, 2019
- "Using a Real Options Framework at Grand Inga," UNU-WIDER Working Paper, 2016
- Co-authored studies on climate impacts and hydropower emissions in Ghana and the United States

SPEAKING ENGAGEMENTS

- Asia Clean Energy Forum (2024) – Regional regulatory training for Pacific utilities and ministries
- Green Sports Alliance (2024) – Strategies for electricity cost and carbon savings in major venues
- MIT Joint Program (2018) – Investment decision-making under uncertainty in Africa
- World Bank, Marrakesh (2017–2018) – Financial risk modeling for climate-exposed infrastructure

PROFESSIONAL EXPERIENCE (Selected)

BLUE STRIKE ENVIRONMENTAL DIRECTOR, ENERGY & CLIMATE DIVISION
CONTINUED

Additional "Action Plan" clients include: the Tule River Indian Tribe, CA; Glenwood Springs and Thornton, CO; Worcester, Dalton, and Canton, MA; Sun Prairie, WI; Bowie, MD, and more.

GLS GROUP NETWORK (CO-FOUNDER)
SENIOR ECONOMIST & CONSULTANT

Boston, MA | 2008 - 2021

World Bank, African & Asian Development Banks, UNDP – Senior Economist & Team Leader

- Led financial, economic and risk modeling for major infrastructure projects with the World Bank, African Development Bank, and Asian Development Bank.
- Coordinated adaptation and resiliency program for Southern African Development Community (SADC) Region, focused on investments to harden power sector assets. Countries included South Africa, Malawi, Lesotho, Zambia
- Directed feasibility studies and funding proposals totaling over $1.5 billion for solar PV, battery storage, transmission, and hydropower projects in Nepal, Eswatini, and Palau.
- Developed models to support renewable energy lending and capital mobilization across Asia and the Pacific, leading projects in Uzbekistan, Georgia, and multiple island nations.
- Provided a CAMELS rating assessment for Pacific Region banks: Fiji, Samoa, Tonga, Vanuatu, Solomon Islands, Kiribati, Tuvalu, Palau, Marshall Islands, and FSM.
- Engaged stakeholders across Southern Africa and advised utilities and regulators on investment strategies and clean energy transitions.

National Association of Regulated Utility Commissioners (NARUC)

- In Barbados and Papua New Guinea, designed performance-based regulatory frameworks and procurement guidelines for the national regulatory commission to meet renewable energy targets.
- Led training and capacity building workshops in Nigeria, Sri Lanka, and the Pacific on cost-reflective tariffs, cost allocation, financial sustainability, and competitive energy markets.

MIT Joint Program / Civil Investments – Consultant and Project Lead

- Managed interdisciplinary research on Africa's energy futures at MIT, including modeling of hydropower asset values under deep uncertainty.
- Designed flexible investment frameworks using real options analysis for mega-infrastructure projects.

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ERIC VEIUM, MPP CEM CEP

ENERGY ENGINEER

EDUCATION

Master of Public Policy
California Polytechnic State University
San Luis Obispo, CA
June 2023

Bachelor of Science in Industrial Engineering
California Polytechnic State University
San Luis Obispo, CA
June 2008

Associate of Science in Computer Information Systems – Programmer/ Data Analyst
Madison Area Technical College
Madison, Wisconsin
May 2000

OFFICE LOCATION

San Luis Obispo, CA

CONTACT INFO

(805) 835-3669
eveium@gmail.com

PROFILE

OVERVIEW

Eric Veium is an experienced energy engineer and technical strategist with more than 20 years in renewable energy, energy efficiency, and climate resilience. He has worked across public, private, and nonprofit sectors, delivering technically sound, high-impact projects that advance economic, decarbonization, and resilience goals.

Eric has led the development of large-scale renewable energy and distributed energy resource projects, managed microgrid planning, advanced energy analytics deployments, building automation platforms, and performance optimization programs. His expertise includes ASHRAE Level II audits, lifecycle cost analyses, and GIS-based resource mapping.

Eric combines engineering expertise with a Master of Public Policy to connect technical innovation with effective policy. At Blue Strike Environmental, he guides clients toward ambitious energy and climate targets, ensuring clean energy initiatives are both technically robust and economically viable.

PROFESSIONAL EXPERIENCE (Selected)

***Board Chair and Founding member*, San Luis Obispo Climate Coalition**
San Luis Obispo, CA | 2017 - Present

- Founded and led a coalition of 100+ technical experts and community stakeholders that advanced regional clean energy planning, distributed energy resource (DER) integration, and resilience strategies, delivering measurable progress on decarbonization, equity, and economic vitality.
- Partnered with local government staff and councilmembers as an extension of technical staff, providing energy policy development, project feasibility analysis, and community engagement that informed climate action planning and resilience priorities.
- Built a cross-sector network of regional leaders in business, labor, environmental justice, and clean energy industries, aligning technical, workforce, and community priorities to accelerate project adoption.
- Secured adoption of one of the nation's earliest municipal carbon neutrality targets (2035) by earning the trust of elected officials and staff through technically rigorous analyses, feasibility studies, and stakeholder alignment.

Energy & Sustainability Analyst
Cal Poly State University, Facilities Management & Development
San Luis Obispo, CA | 2015 - 2020

- Responsible for $12M annual utility business operations at public university. Led carbon neutrality/climate action planning and GHG emissions inventory, energy & water efficiency program management and capital project development, and performance measurement, verification, and reporting.
- Developed 5 MW solar PV project representing $10M in long-term value for the University. Led GIS-based site selection, multi-criteria feasibility analysis, and executive approval process. Advised procurement, contract negotiations, collaborative design, construction, and commissioning. Managed ongoing performance monitoring and contract compliance, Successfully represented CSU during CPUC settlement negotiations.
- Implemented Skyspark building analytics platform for energy and financial management and continuous commissioning, supporting GHG inventories, carbon neutrality planning, and electrification strategy.
- Led strategic initiatives including: water resilience and reuse, fleet and building electrification, energy resilience and microgrids, and development of other distributed energy resources.

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ERIC VEIUM, MPP CEM CEP

ENERGY ENGINEER

CREDENTIALS AND RECOGNITION

Certified Energy Manager (CEM),
Association of Energy Engineers
Current

Certified Energy Procurement Professional (CEP),
Association of Energy Engineers
Current

Climate Champion Award, SLO Climate Coalition
2024

Green Power Leadership Award - Direct Project Engagement
Environmental Protection Agency (EPA)
2020

Community Energy Champion Award,
CA Alliance for Community Energy
2020

Significant Contribution - Staff Award
Cal Poly, San Luis Obispo
2020

Best Practice Award: Reimagining Water - Reuse Renewal, Resilience, and Research
California Higher Education Sustainability Conference
2020

Honoree,
San Luis Obispo Tribune,
Top 20 under 40
2015

Energy Sales Professional (ESP), Selling Energy – Mark Jewell
2012

Outstanding Graduating Senior for Contributions to the University
Industrial Engineering
Cal Poly, San Luis Obispo
2008

PROFESSIONAL EXPERIENCE (Selected)

Co-Founder and Senior Energy Engineer
Stockman's Water & Energy | San Luis Obispo, CA | 2011 - 2015

- Directed technical design and installation of distributed energy resources (DERs), including energy efficiency, solar PV, demand response, and agricultural automation systems.
- Performed system analysis, lifecycle cost studies, and M&V reporting for customers.
- Delivered energy assessments and audits in compliance with ASHRAE Level II protocols, identifying efficiency retrofits and renewable integration opportunities.

Energy Engineer **(intermittent contracts)**
Abraxas Energy Consulting | San Luis Obispo, CA | 2010 - 2015

- Conducted comprehensive ASHRAE Level II energy audits for hospitals, secure military facilities, and commercial sites.
- Evaluated facility energy efficiency opportunities, renewable energy feasibility (solar PV, CHP), and resilience enhancements.
- Provided detailed measure and portfolio-level life-cycle cost-benefit analyses including cost, energy, and emissions.

Energy Engineer and Local Team Lead
San Luis Obispo-Renewable Energy Secure Community (SLO-RESCO)
Local Power / California Energy Commission
San Luis Obispo, CA | 2009 - 2013

- Co-authored San Luis Obispo County focused California Energy Commission (CEC) funded research, Report: CEC-500-2014-004.
- Focused on Community Choice Energy as a key energy resource commercialization pathway.
- Conducted discovery interviews with local government officials, staff, and topic experts.
- Performed in-depth research, critical review and assimilation of technical reports.
- Used GIS and other tools to perform detailed energy resource analysis and site selection.
- Developed interactive tools quantifying technical and economic potential of over a dozen local energy resources.

PROFESSIONAL AND COMMUNITY LEADERSHIP

Sustainability Day Coordinator **| Leadership San Luis Obispo**
San Luis Obispo, CA | 2011, 2012, 2015, 2017, 2018, 2019

- Organized and facilitated day-long sustainability-themed workshops exploring a wide variety of relevant and timely topics supported by local and regional subject matter experts.
- Engaged groups of 36 diverse community leaders using interactive facilitation approaches.

blue strike

ERIC VEIUM, MPP CEM CEP

ENERGY ENGINEER

PROFESSIONAL AND COMMUNITY LEADERSHIP

Steering Committee Member and Co-founder
California Alliance for Community Energy
CA, Statewide | 2015 - Present

- Co-founded broad-based member organization with the mission to support community energy programs in California that advance local clean energy for the environmental and economic benefit of our communities.
- Support development of strategies such as campaigns and position papers on legislative and regulatory issues impacting community energy.

President and Delegate
Smart Grid & Energy Storage Delegation -
German American Chamber of Commerce
Germany | October 2014

- Participated in ten day delegation exploring German leadership in smart grid and energy storage policy and technology.
- Unanimously elected delegation President by cohort of fifteen American energy professionals.

Economic Development Committee Member
San Luis Obispo Chamber of Commerce
San Luis Obispo, CA | 2013 - 2014

- Evaluated and recommended action on wide-variety of local issues impacting local economic development within diverse group of local business leaders.

BRITTANY MAHONEY

ENERGY AND CLIMATE ANALYST

EDUCATION

MBA in Finance and Energy, 3.6/4.0
Rice University,
Jones Graduate
School of Business

B.S. in Energy Science and Technology, Minor in Energy Policy
Washington University

Associate of Science, Chemistry and Mathematics
Saint Felix School

LANGUAGES

Spanish (Fluent)

OFFICE LOCATION

Houston, TX

PROFILE

linkedin.com/in/brittanymahoney

OVERVIEW

Brittany Mahoney is an energy professional and data strategist at Blue Strike Environmental, where she supports clients in advancing clean energy, sustainability, and emissions reduction goals through data-driven decision-making. She recently received an MBA at Rice University with a focus on Finance and Energy, building on a B.S. in Energy Science and Technology and a strong foundation in energy policy and systems optimization. Before joining Blue Strike, Brittany held roles at the City of Houston, Octopus Energy, and clean tech startup Mend-It. At Octopus Energy, she helped establish the credit and collections department, using data modeling and process automation to increase revenue by $15 million and reduce overdue accounts by 60%. She also led demand response product development and customer engagement strategies that significantly reduced electricity use and improved satisfaction. Brittany brings expertise in SQL, Python, Tableau, and advanced Excel, along with a strong command of utility data, operational analytics, and energy system performance tracking. Her work blends technical rigor with a collaborative approach to problem-solving, supporting public- and private-sector clients in navigating the clean energy transition.

PROFESSIONAL EXPERIENCE (Selected)

L'Renee Associates (Contracted by the City of Houston)
Data Analyst | 2024 - Present

- Spearheaded data analytics and reporting efforts for the largest department in the country within the City of Houston, delivering data insights to improve operational efficiency.
- Design and implement dashboards within Microsoft 365 and MS Project, tracking device usage and performance across multiple city-supported projects.
- Utilized data science to automate data collection workflows, reducing manual processes by 30% and refining data for critical reporting.
- Analyze large datasets to identify trends and present actionable insights, supporting key decision-making for city-wide initiatives.

Mend-It
Operational & Finance Advisory Summer Internship | January - June, 2024

- Analyzed and revamped operational processes, resulting in a 15% increase in efficiency and a 20% improvement in financial performance for a digital clothing repair marketplace.
- Created and delivered presentations through pitch decks, securing funding and enhancing app user acquisition by 30%.
- Generated creative and strategic recommendations led to a 25% increase in customer retention and a 10% reduction in operational costs.

blue strike

BRITTANY MAHONEY

ENERGY AND CLIMATE ANALYST

SKILLS & TRAINING

SQL

Python

Advanced Excel Functions

Data Visualization (Tableau)

Energy Data Identification & Synthesis

Data-Bricks

Engineering Principles and Systems Optimization (Steam Plant Internship)

PowerPoint

PROFESSIONAL EXPERIENCE (Selected)

Octopus Energy
Credit And Collections Lead and Analyst | March 2023 - September 2024

- Collaborated closely with cross-functional teams and applied operations research and financial modeling to establish the credit and collections department, resulting in a $15 million boost in annual revenue and a 60% reduction in overdue accounts.
- Liaised with engineering and operations teams to support software development of automated processes, increasing collection rates by 25% and cutting down overdue accounts by 60%.
- Creatively partnered with customer service teams to design and execute innovative communication strategies, using market data as a gauge for engagement. Approach resulted in a 20% reduction in collection complaints.

Octopus Energy
Energy Specialist | 2021 - 2023

- Spearheaded demand response product development in collaboration with marketing and tech teams, leading to a 20% reduction in electricity usage and a 15% increase in customer participation.
- Led strategic projects with cross-departmental input, increasing project portfolio and improving operational efficiency by 35% while ensuring capacity for growth.
- Elevated customer satisfaction to 85% by leveraging technology for comprehensive feedback analysis and optimized customer journey mapping, resulting in a 15% reduction in churn rate.

Western Washington University | **Lead Coordinator, Women in Energy STEM Mentorship Network | 2019 - 2020**

- Coordinated with industry professionals and university departments to pair 30 women in STEM with mentors, boosting participant engagement and career advancement by 40%.
- Organized and led training sessions and networking events in collaboration with faculty and external partners, contributing to a 35% increase in professional growth opportunities.
- Utilized technology to implement a new tracking system in collaboration with IT and administrative teams, resulting in a 50% reduction in matching time and a 30% increase in program efficiency and satisfaction.

Northwest Tarp and Canvas
Project Lead Industrial Sewing | 2017 - 2019

- Managed independent industrial sewing projects while collaborating with design and quality assurance teams, achieving a 98% product quality rate and decreasing defects by 15%.
- Consulted with clients and production teams to provide custom solutions, resulting in a 95% customer satisfaction rate and a 20% increase in repeat business.

blue strike

Schedule 5

Special Funding Requirements

Excerpt from Request for Proposal dated April 14, 2026, Section 7

7. SPECIAL FUNDING REQUIREMENTS

7.1. Special Funding Contract Requirements

For use with state and federal grant funds and cooperative agreements.

This section must be included in all City bid projects with the potential utilization of federal or state fund projects (including projects utilizing FEMA, ARPA, SLFRF, or grant funds). The following clauses mirror the Federal Required Contract Provisions available at www.fema.gov/procurement-disaster-assistance-team.

A. Definitions

1. Agreement: For the purposes of this bid and/or project, agreement shall indicate a contract between City and Contractor.

2. Contractor: Awarded bidder, consultant, and/or engineer contracted or under agreement with the City for a specified duration or for specific project work.

3. Contract:: Any form of agreement, award, written contract, issued purchase order, purchase agreement, etc. as issued by the City as a result of a formal or informal bid, cooperative agreement, or other award as determined appropriate by the Purchasing Director and/or City Mayor and/or City Council.

4. For all sections below that reference "federal grant and cooperative agreement", the sections may also apply to State of Colorado funded projects.

B. Notice

1. The project(s) and contracts utilizing funds from a federally established fund, disaster relief program, state program, or other grant fund are subject to the sections contained herein and signature of the bid by the Contractor shall constitute Contractor’s agreement to all terms within this bid, agreement, and/or contract.

2. Failure to adhere to all federal, FEMA, state, grant, and City project requirements may mean suspension or department by the City of Pueblo, the federal government, and other FEMA awarded projects (as per 2 CFR, Part 180, Implementing Executive Orders 12549 and 12689). It is the Contractor’s responsibility to adhere to any federal fund project requirements that may be revised, added, stipulated by the situation or federal fund advisor, etc. Additionally, Contractor must adhere to the terms of the grant award as applicable for each project, including all federal laws, executive orders, federal regulations, state oversight regulations, etc. Failure to adhere to these and all other project requirements may mean suspension or department (see section below).

3. As indicated in each Section, some clauses determined nonapplicable for this project may be removed.

7.2. Remedies

Applicable to all contracts/agreements in excess of $250,000; 2 CFR, Part 200, Appendix II(A). Although the initial amount of the agreement is not intended for this amount, this section has been kept for reference should the agreement renewals exceed this amount.

A. All remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy.

B. The City may withhold any amount that may be due Contractor as the City deems necessary to protect the City against loss including, without limitation, loss as a result of outstanding liens and excess costs incurred by the City in procuring from third parties replacement products and services necessary to complete the project.

C. City may deny payment for products not received and services not performed, or that due to Contractor's actions/inactions cannot be delivered/performed, or if they were delivered/performed and are reasonably of no value to the City, provided that any denial of payment shall be equal to the value of the City's obligations for products/services not delivered/performed.

7.3. Termination for Cause and Convenience

Applicable to all contracts/agreements in excess of $10,000; 2 CFR, Part 200, Appendix II(B)

A. Termination for Cause. Contractor's failure to perform or observe any covenant, condition, provision, or term of the contract shall constitute Contractor's default. In the event of Contractor's default, the City shall have the right to exercise its legal and equitable remedies as listed above and may immediately terminate the agreement upon written notice to Contractor.

B. Termination for Convenience. City shall have the option, in its sole discretion, to terminate the contract at any time during the term for convenience and without cause. City shall exercise this option by giving Contractor written notice of termination including date on which termination shall become effective.

C. Within 30 days after specified termination, Contractor shall submit to City a final invoice for actual property shipped, received, and accepted and/or services (partial or in full) accepted as complete by the City's authorized representative. All invoices shall be pro-rated for exact amount of product received or work submitted. City shall not pay any additional costs for loss of work or contract, administrative or work costs after termination date, costs to subcontractors or subconsultants for loss of work, or any other conditions. The City's payment obligation under this Section shall survive termination of the contract.

7.4. Equal Employment Opportunity

This section is required for all federal grant and cooperative agreement programs; 2 CFR, Part 200, Appendix II(C)

During the performance of this contract, the Contractor agrees as follows:

A. 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:

   1. 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.

B. 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.

C. 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.

D. 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.

E. 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.

F. 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.

G. 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.

H. The Contractor will include the portion of the sentence immediately preceding paragraph A and the provisions of paragraphs A through H 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:

1. 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.

7.5. Rights to Inventions Made Under a Contract/Agreement

Applicable to contracts for performance of experimental, developmental, or research work; 2 CFR, Part 220, Appendix II(F)

If the Contractor qualifies as a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under the federal funding contract, the Contractor must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements.”

7.6. Clean Air Act and The Federal Water Pollution Control Act

Contracts in excess of $150,000; 2 CFR, Part 200, Appendix II(G). Although the initial amount of the agreement is not intended for this amount, this section has been kept for reference should the agreement renewals exceed this amount.

A. Clean Air Act:

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the federal, state, or other grant funding agency and the appropriate Environmental Protection Agency Regional Office.
3. The Contractor agrees to include these requirements in each subcontract meeting or exceeding $150,000.

B. Federal Water Pollution Control Act:

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.
2. The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the federal, state, or other grant funding agency and the appropriate Environmental Protection Agency Regional Office.
3. The Contractor agrees to include these requirements in each subcontract meeting or exceeding $150,000.

7.7. Debarment and Suspension

Required for all federal, state, grant, and cooperative agreement programs; 2 CFR, Part 200, Appendix II(H)

A. This contract is a covered transaction for purposes of 2 CFR, Part 180 and 2 CFR, Part 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 CFR Section 180.995) or its affiliates (defined at 2 CFR Section 180.905) are excluded (defined at 2 CFR Section 180.940) or disqualified (defined at 2 CFR Section 180.935).

B. The Contractor must comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

C. This certification is a material representation of fact relied upon by City. If it is later determined that the Contractor did not comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, in addition to remedies available to City, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

D. The bidder agrees to comply with the requirements of 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

7.8. Byrd Anti-lobbying Amendment

Award of $100,000 or more; 2 CFR, Part 200, Appendix II(I). Although the initial amount of the agreement is not intended for this amount, this section has been kept for reference should the agreement renewals exceed this amount.

Contractors must sign and submit to the City the Byrd Anti-lobbying Amendment Certification. Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient.

7.9. Procurement of Recovered Materials

Required for all federal grant and cooperative agreement programs; 2 CFR, Part 200, Appendix II(J)

A. In the performance of this contract/agreement, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items in accordance with 40 C.F.R. Part 247, unless the product cannot be acquired:

   1. Competitively within a timeframe providing for compliance with the contract performance schedule.

   2. Meeting contract performance requirements.

   3. At a reasonable price.

B. Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

C. 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.

7.10. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

Required for all federal grant and cooperative agreement programs used to purchase telecommunications and video surveillance services or equipment; 2 CFR, Part 200, Appendix II(K)

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.

7.11. Domestic Preferences for Procurement

Required for all federal grant and cooperative agreement programs; 2 CFR, Part 200, Appendix II(L)

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.

7.12. Access to Records

This section from Recommended Contract Provision No. 1; Required for all City federally funded projects

A. The Contractor agrees to provide the federal fund and/or grant provider, the City, the Comptroller General of the United States, and/or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

C. In compliance with the Disaster Recovery Act of 2018, the City and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the federal fund and/or grant provider or the Comptroller General of the United States.

7.13. Changes

This section from Recommended Contract Provision No. 2; Required for all City federally funded projects

A. The cost of changes, modifications, change orders, or constructive changes must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of the project scope.

B. Changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract as long as the City and Contractor agree to change in writing and change still meets any funding submittal and expiration dates.

7.14. Department of Homeland Security Seal, Logo, and Flags

This section from Recommended Contract Provision No. 3; Required for all City federally funded projects

The Contractor shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific federal fund and or grant administrator approval.

7.15. Compliance with Federal Law, Regulations, and Executive Orders

This section from Recommended Contract Provision No. 4; Required for all City federally funded projects

This is an acknowledgement that federal financial assistance will be used to fund all or a portion of the contract. The Contractor will comply with all applicable federal law, regulations, executive orders, federal policies, procedures, and directives.

7.16. No Obligation by Federal Government

This section from Recommended Contract Provision No. 5; Required for all City federally funded projects

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.

7.17. Fraud and False or Fraudulent or Related Acts

This section from Recommended Contract Provision No. 6; Required for all City federally funded projects

The Contractor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims or Statements) applies to the Contractor's actions pertaining to this contact.

7.18. Additional Grant Requirements

Contractor shall also follow all State of Colorado EECBG Grant, Number POGG1,EFAA,202500001178, Special Terms and Conditions contained within ATTACHMENT D.

Additional Information for Agreement – To Be Added after Award

Proposer's Agreement to Special Funding Requirements

System for Award Management (SAM.gov) Registration

Certificate of Good Standing

Affirmative Action Plan

PERA Questionnaire

Insurance Certificate(s)

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City Clerk's Office Item # M8

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: June 22, 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: A RESOLUTION APPROVING COMPENSATION WITH RESPECT TO A LEGAL SERVICES AGREEMENT WITH FAIRFIELD & WOODS, P.C.

SUMMARY:

This Resolution approves compensation set forth in the Legal Services Agreement with Fairfield & Woods, P.C. a copy of which is attached hereto.

PREVIOUS COUNCIL ACTION:

Not applicable.

BACKGROUND:

Pursuant to Section 6-7 of the City Charter, special council is retained solely by the City Attorney but compensation is approved by City Council. The law firm of Fairfield & Woods, PC is being retained to represent the City of Pueblo before the Public Utilities Commission in case Proceeding No. 25V-480E, Public Service Company of Colorado Petition for Variance.

FINANCIAL IMPLICATIONS:

This firm's standard hourly billing rates for the attorneys expected to work on the engagement is $585/hour.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Resolution.

STAKEHOLDER PROCESS:

Not applicable to this Resolution.

ALTERNATIVES:

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Not approve Resolution.

RECOMMENDATION:

Approve the Resolution.

ATTACHMENTS:

1. Legal Services Agreement

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RESOLUTION NO. 16354

A RESOLUTION APPROVING COMPENSATION WITH RESPECT TO A LEGAL SERVICES AGREEMENT WITH FAIRFIELD & WOODS, P.C.

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Compensation set forth in the Legal Services Agreement with Fairfield & Woods, P.C, a copy of which is attached hereto, is hereby approved.

SECTION 2.

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

SECTION 3.

This Resolution shall become effective immediately upon final passage.

INTRODUCED: June 22, 2026

BY: Ted Hernandez
MEMBER OF CITY COUNCIL

APPROVED: DocuSigned by: Mark Aliff B7A4F51823AB402...
PRESIDENT OF CITY COUNCIL

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

Docusign Envelope ID: 65E7F582-4000-828D-8062-45799F1A160A

Fairfield & Woods P.C.

Mark A. Davidson
(303) 894-4425
mdavidson@fwlaw.com

June 9, 2026

Via DocuSign: csikes@pueblo.us

Carla Sikes, City Attorney
City of Pueblo
1 City Hall Place, Third Floor
Pueblo, CO 81003

Re: Public Service Company of Colorado - *Proceeding No. 25V-0480E*
Engagement of Fairfield and Woods, P.C.

Dear Ms. Sikes:

Thank you for selecting Fairfield and Woods, P.C., as attorneys for City of Pueblo (the "City"). This letter and the attached Policies and Procedures Addendum are intended to set forth our agreement for providing legal services to the City.

The Company is retaining Fairfield and Woods, P.C. ("We", "Us", "Our"), as its attorneys to represent the City for the purpose of advocating for the City in Proceeding No. 25V-0480E. The City has not retained us at this time to take any other action on its behalf.

It is anticipated that I will be primarily responsible for the City's account. My current billing rate is $585.00 per hour.

From time to time, other attorneys or paralegals may assist. Their billing rates will vary. We reserve the right to adjust our hourly rates from time to time and will inform the City of any changes in the rates set forth herein.

Due to our longstanding relationship, we are not requesting a retainer at this time, but we We reserve the right to require a retainer as an advance or a condition of continued representation. The City will be invoiced monthly for our fees and out-of-pocket costs. If there is any balance of the retainer remaining after all of our invoices have been paid, it will be refunded to the City at the conclusion of this engagement.

In performing this work, we will be representing the City as an entity, rather than you or any other individual at the City. This means our duty is to the City and we must place its welfare and interests ahead of the interests of any individual within the City. In many cases, what is best for the City will also be best for each individual in the City. If a conflict of interest arises, it may be necessary for the City to obtain separate legal counsel. We are accepting this representation with the understanding that no such conflict issues exist. If you become aware of any actual or potential conflict of interest, you must promptly advise us.

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We want the City to be confident and enthusiastic about our services and our representation. Please do not hesitate to contact us to let us know how we can better serve the City, or if you have any questions about the progress of the matter, our representation, our bills, other services we might provide, or any other matter.

If the terms set forth herein and in the attached Policies and Procedures Addendum are acceptable, please sign below and return to me via DocuSign.

We look forward to working with you.

Sincerely,

s/ Mark A. Davidson

Mark A. Davidson
Fairfield and Woods, P.C.

MAD:sym

Attachment

cc: Mayor Heather Graham, City of Pueblo, Colorado

I have read and hereby agree to the terms of the foregoing engagement letter and attached Policies and Procedures Addendum.

_____
Company Name

Date: _____

By: _____

Title: _____

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Policies and Procedures Addendum

REQUIRED FEE DISCLOSURE: AS REQUIRED TO BE SET FORTH BY C.R.S. § 6-1-737, WE ADVISE THE COMPANY THAT THE TOTAL PRICE FOR LEGAL SERVICES TO BE PROVIDED UNDER THIS ENGAGEMENT LETTER CANNOT BE PRECISELY DETERMINED AT THIS TIME DUE TO THE VARIABLE NATURE OF LEGAL WORK. TIME SPENT BY OUR ATTORNEYS, PARALEGALS, AND OTHER STAFF AND REIMBURSEMENT OF EXPENSES INCURRED DURING THE COURSE OF REPRESENTATION WILL BE THE BASIS FOR THE TOTAL PRICE. THE HOURLY RATES FOR OUR ATTORNEYS, PARALEGALS, AND (WHERE APPLICABLE) OTHER STAFF ARE SET FORTH ELSEWHERE IN THIS ENGAGEMENT LETTER AND/OR OUTLINED IN OUR INVOICES. THE TIME SPENT AND EXPENSES INCURRED WILL BE SET FORTH ON INVOICES THAT WILL BE SENT TO THE COMPANY ON A MONTHLY BASIS. THE TOTAL PRICE OF OUR LEGAL SERVICES AND THE AMOUNT OF OUR EXPENSES INCURRED ON THE COMPANY'S BEHALF WILL VARY AND MAY INCREASE OR DECREASE ON A MONTH-TO-MONTH BASIS DEPENDING ON THE NEEDS AND PROGRESS OF THE MATTER.

Expenses and Disbursements: We invoice for out-of-pocket expenses separate from fees for legal services. The City is responsible for out-of-pocket disbursements, such as filing fees, hand deliveries outside downtown Denver, overnight courier service, and travel expenses. We do not generally charge for routine copying; however, we may charge for large copy projects performed in-house at a rate of $0.20 per page. If time allows, and especially if the copying project is large, we may outsource the copying project to reduce the cost. We do not normally advance out-of-pocket costs of more than $1,500.00, and if we receive a bill for such services, we may ask that the City pay it directly to the vendor.

Billing and Payment: We will invoice monthly for our legal fees, expenses, and disbursements. Our invoices will itemize time and expenses. Our invoices are due upon receipt. Unless specifically provided in our Engagement Letter, the City's obligation to pay our invoices when due is not contingent on the result achieved. We cannot and do not guarantee any particular result. For outstanding invoices, a late payment charge of one percent (1%) per month will be assessed on the last day of each month against all unpaid fees and costs that were billed before the beginning of that month. In the event we must commence legal action to collect any sums owed, the City agrees to pay the fees and expenses, including reasonable

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attorneys' fees, that we incur, regardless of whether the matter proceeds in court. Should the City ever have questions about our invoices, please do not hesitate to contact us.

File Retention and Destruction: The City agrees that any materials in our file on this matter may be destroyed, at our sole discretion, 24 months after the matter is concluded or our representation of the City ends ("Retention Period"), provided that there are no pending or threatened legal proceedings known to us that relate to the matter. At any time prior to the expiration of the Retention Period, the City may request in writing the return of any or all materials in our file. (*see also* Client Documents and Data, below). We are not required to provide notice to the City prior to destruction of our file.

Client Documents and Data:

(a) Cloud Storage. We will use third-party cloud services for the City's data and the data of other parties during and after our representation. Cloud services do not guarantee immunity from invasion or misuse, but the cloud services we use have state-of-the-art data protections and provide appropriate security protections for the confidentiality of data without significant risk of inappropriate access.

We require that those cloud services employ the latest standards of data encryption, password protection, access verification, firewalls, antivirus software, intrusion detection, and system monitoring, as well as assurance of adherence to applicable data privacy and security laws. The City's acceptance of this Agreement confirms its consent to our using such cloud services for its data.

(b) Artificial Intelligence. We may use third-party artificial intelligence ("AI") services. That will include information in our files and databases that may include the City's data and may involve transmission to third party providers of AI services so that appropriate searches, research, or output can be generated. Such data may also be used to improve the service, but it will not be used to train an AI model, appear in an output result that will be available to third parties, or be retained by a third-party AI provider.

We review the AI providers that we engage to ensure that they have technical and administrative controls in place to maintain the confidentiality and security of information. We require that they stay abreast of security and other developments to continue such protection. That said, AI is evolving rapidly, so it is not possible to anticipate how potential intruders and hackers will use technological or other advancements to infiltrate or compromise data systems, including those containing or using AI. Therefore, we cannot assure that our use of AI will be immune from unauthorized access or misuse. The City's acceptance of this Agreement will confirm its consent to our using such AI for and in connection with our representation. If the City does not consent, please strike this subparagraph and initial that change in the margin.

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(c) Data Privacy. The applicable Rules of Professional Conduct (and any other applicable attorney ethics rules, collectively as applicable, "Ethics Rules") mandate various practices applicable to client confidentiality. Ethics Rules also inform many of our broader data privacy practices. In addition, we undertake reasonable measures to handle client information in compliance with data privacy laws. Such measures include technical, organizational, and other controls. Our practices are constantly evolving in response to the data privacy and cybersecurity landscape at large, including proactive steps to handle the City's data in a lawful and prudent manner.

Our legal basis for processing client data includes performance of a contract (such as the one created by this Engagement Letter), satisfaction of legal obligations (such as those provided by Ethics Rules or in response to court orders), and in furtherance of our legitimate business interests (such as protecting client interests, ensuring professional standards, and other initiatives – all of which remain subject to the terms of this Engagement Letter). Moreover, the City's execution of this Engagement Letter demonstrates its consent for data processing of many of our activities. Please reach out if you have additional questions about our legal basis for processing.

Like most modern businesses, we make use of third-party data processors and vendors to achieve specific business functions. These relationships may be governed by various data privacy laws. We will make reasonable efforts to ensure compliance with applicable law. Please note that many of these third parties have their own policies applicable to data privacy.

(d) Data Breaches. If there is a data breach involving your client information, we will make reasonable efforts, in accordance with applicable law and Ethics Rules, to investigate the breach and endeavor to react appropriately. Such efforts may include attempting to avoid or mitigate any harm to our clients and following the procedures that we is bound to under data privacy laws.

(e) Requests for Copies. If the City requests a copy of a portion or all of our files for this engagement, whether before or after our representation ends, and if a substantial amount of material is being provided, we may invoice for the reasonable costs of copying, assembly, and delivery of such materials (*see also* Billing and Payment, above).

Termination: We have the right to terminate our representation when termination is required or allowed under the Ethics Rules, including if the City fails to pay our fees or expenses. Upon termination of our representation, the City shall be immediately responsible for all fees and expenses through the effective date of termination.

Corporate Transparency Act: The federal Corporate Transparency Act, which is a part of the Anti-Money Laundering Act of 2020, requires that certain entities (both existing and newly formed): (1) report to the Financial Crimes Enforcement Network ("FinCEN") of the U.S. Department of the Treasury the identity and other information about their beneficial owners

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and the persons who create them; and (2) update and correct their reports to assure they are current, complete, and accurate ((1) and (2), collectively, "FinCEN Reporting"). The City is solely responsible for FinCEN Reporting. Regardless of whether we advise or prepare documents as to the City's structure or ownership, we will not be responsible for FinCEN Reporting or for storing or collecting information for the purposes of FinCEN Reporting.

If one or more of our attorneys, paralegals, or staff members is listed as a City applicant in the City's beneficial ownership report to FinCEN, their status as such will not alter the City's responsibility for FinCEN Reporting. The responsibility of our attorneys, paralegals, and staff who may act as a City applicant is strictly limited to reporting and updating their own personal information with FinCEN.

Governing Law and Venue: Our representation of the City shall be governed by and construed and enforced in accordance with the laws of the United States and the State of Colorado. Exclusive venue for any dispute in connection with our representation of the City shall be in the state or federal courts in Denver, Colorado, and the Company and we both consent to the jurisdiction of those courts.

Attorney-Client Privilege: All written and verbal communications between the City representatives and us in connection with this engagement are confidential and protected by the attorney-client privilege. To maintain this privilege, it is important that City representatives do not discuss or disclose the communications or advice given by us with any third parties. The disclosure of communications or advice we give in connection with this engagement to parties outside the attorney-client relationship may waive the privilege. If the Ctiy has questions about what information may be shared in connection with this engagement, please contact us prior to sharing any information.

More Information About the Firm: Our website www.fwlaw.com, provides additional information about our services, including numerous articles we have written on various legal subjects, as well as contact information. We would be happy to discuss any other legal needs the City may have.

Docusign Envelope ID: F5D2DE10-698B-824A-81CD-97B887328895

City Clerk's Office Item # M9

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: June 22, 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: A RESOLUTION APPROVING COMPENSATION WITH RESPECT TO A LEGAL SERVICES AGREEMENT WITH SGR, LLC

SUMMARY:

This Resolution approves compensation set forth in the Legal Services Agreement with SGR, LLC, a copy of which is attached hereto.

PREVIOUS COUNCIL ACTION:

Not applicable.

BACKGROUND:

Pursuant to Section 6-7 of the City Charter, special council is retained solely by the City Attorney but compensation is approved by City Council. The law firm of SGR, LLC is being retained to provide general litigation consultation to the Law Department. To conserve the Law Department's budget for professional services, the Law Department is and will be handling some litigation matters in-house. While the work will be completed by the Law Department, SGR, LLC will be on retainer to consult regarding litigation matters.

FINANCIAL IMPLICATIONS:

This firm's standard hourly billing rates for this engagement are: $265 for Eric Ziporin (Partner), $225 for Associates, and $125 for Paralegals.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Resolution.

Docusign Envelope ID: F5D2DE10-698B-824A-81CD-97B887328895

STAKEHOLDER PROCESS:

Not applicable to this Resolution.

ALTERNATIVES:

Not approve Resolution.

RECOMMENDATION:

Approve the Resolution.

ATTACHMENTS:

1. Legal Services Agreement

Docusign Envelope ID: F5D2DE10-698B-824A-81CD-97B887328895

RESOLUTION NO. 16355

A RESOLUTION APPROVING COMPENSATION WITH RESPECT TO A LEGAL SERVICES AGREEMENT WITH SGR, LLC

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Compensation set forth in the Legal Services Agreement with SGR, LLC, a copy of which is attached hereto, is hereby approved.

SECTION 2.

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

SECTION 3.

This Resolution shall become effective immediately upon final passage.

INTRODUCED: June 22, 2026

BY: Ted Hernandez
MEMBER OF CITY COUNCIL

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

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

June 15, 2026

VIA E-MAIL
csikes@pueblo.us

Carla Sikes, Esq.
City of Pueblo

RE: *Retention Letter re: general litigation consultation*

Dear Ms. Sikes:

The purpose of this letter is to confirm the fee agreement related to the retention of SGR, LLC for the purpose of general litigation counsel.

1. **Matter:** SGR, LLC has been retained on behalf of the City of Pueblo to provide general litigation consultation.

2. **Fees:** Our fees will be charged on an hourly basis based upon the following rates:

- Eric M. Ziporin (partner) - $265/hour
- Associate - $225/hour
- Sheileen O'Hayre (paralegal) - $125/hour

Our fees will be charged in increments of one tenth of an hour. Monthly fee billings will be provided to the City of Pueblo that provide a detailed description of work performed and time charged for same.

3. **Costs/Disbursements:** In performing our work in connection with our general consultation, it might, from time to time, become necessary for us to incur costs and make disbursements on behalf of the City of Pueblo. We will, of course, utilize good judgment in making determination regarding the costs and disbursements that are necessary to protect the City of Pueblo's legal interests. This being recognized, we will also seek your permission prior to incurring any cost item in excess of $500. Cost/disbursements will also be accounted for in our monthly fee statements.

4. **Billing Cycle:** Our bills will be forwarded to the designated representative of the City of Pueblo on a monthly basis. Each bill will capture the time and disbursements for the preceding calendar month and should be forwarded to you by the fifteenth day of the following month. Our bills are due upon receipt and we would appreciate your prompt attention to same. So long as our fee bills are paid in a timely manner, no retainer will be charged.

If you should have any questions, or if we can provide any additional information, please feel free to call. Otherwise, we look forward to consulting with the City of Pueblo on its general litigation matters. Thank you for considering SGR in this matter.

Very truly yours,

SGR, LLC

s/Eric. M. Ziporin

Eric M. Ziporin

EMZ:

APPROVED AS TO FORM:

_____

Authorized Representative
City of Pueblo

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: June 22, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Clyde Bishop, City Clerk

FROM: Benjamin Valdez, Director of Transit

SUBJECT: AN ORDINANCE APPROVING, ACCEPTING, BUDGETING, AND APPROPRIATING A UNITED STATES DEPARTMENT OF TRANSPORTATION GRANT CO-2026-010 ADMINISTERED BY THE FEDERAL TRANSIT ADMINISTRATION, AWARD, AND APPLICABLE CONDITIONS PERTAINING THERETO, BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE FEDERAL TRANSIT ADMINISTRATION ESTABLISHING PROJECT NO. BC2601, BUDGETING AND APPROPRIATING $15,687,944 DOLLARS AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

Attached is a Grant Award CO-2026-010 between the City of Pueblo, a Colorado Municipal Corporation and the Federal Transit Administration for $15,687,944.

PREVIOUS COUNCIL ACTION:

No previous Council actions

BACKGROUND:

The City of Pueblo was awarded a 5339 LO/NO Emissions grant for $15,687,944 to replace 12 transit buses that have exceeded useful life and expand the fleet with 4 additional buses and complete necessary workforce development training for this transition to a new hybrid vehicle fleet. The grant provided is 80%, with a 20% match. The grant scope of work includes the following project:

Scope	Scope	ALI Description	quantity	Federal	State Local	Total	Federal Share	Local Share
35' Gillig Hybrid Electric	111-00 11.12.02	Bus STD 35 FT	12	$ 11,707,128	$ 2,910,293	$ 14,617,421	0.80090243	0.19909757
35' Gillig Hybrid Electric Expansion	111-00 11.13.02	Bus STD 35 FT	4	$ 3,902,376	$ 970,097	$ 4,872,473	0.80090254	0.19909746
Workforce Development	117-00 11.7D.02	Employee Ed/Training	1	$ 78,440	$ 19,610	$ 98,050	0.8	0.2
				$ 15,687,944	$ 3,900,000	$ 19,587,944		

FINANCIAL IMPLICATIONS:

This Ordinance requires no expenditure of City funds and imposes no cost on the City. The Federal share of the project is matched by State funds, and no City match is required.

BOARD/COMMISSION RECOMMENDATION:

Pueblo Transit Board recommends approval.

STAKEHOLDER PROCESS:

Not applicable.

ALTERNATIVES:

The alternative, should this Ordinance not pass, is for the City of Pueblo to not be able to replace and expand the bus fleet that has exceeded its useful life and to complete the workforce training that goes with this project.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. FTA Grant Award CO-2026-010-00

ORDINANCE NO.

AN ORDINANCE APPROVING, ACCEPTING, BUDGETING, AND APPROPRIATING A UNITED STATES DEPARTMENT OF TRANSPORTATION GRANT CO-2026-010 ADMINISTERED BY THE FEDERAL TRANSIT ADMINISTRATION, AWARD, AND APPLICABLE CONDITIONS PERTAINING THERETO, BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE FEDERAL TRANSIT ADMINISTRATION ESTABLISHING PROJECT NO. BC2601, BUDGETING AND APPROPRIATING $15,687,944 DOLLARS AND AUTHORIZING THE MAYOR TO EXECUTE SAME

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

SECTION 1.

The Awarding of the 5339 Lo/No Emissions Grant to the City of Pueblo, Pueblo Transit, a true copy of which is attached hereto, is hereby approved and accepted in accordance with its terms and conditions

SECTION 2.

The Mayor of the City is authorized to execute the Grant Award acceptance in the name of and on behalf of the city, and the Mayor is authorized to execute any and all other certifications, assurances and other documents associated therewith

SECTION 3.

Project Number BC2601 is hereby established, to the extent not already established, and the sum of $15,687,944 from United States Department of Transportation Grant CO-2026-010 is hereby budgeted and appropriated to Project Number BC2601, therefore

SECTION 4.

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

SECTION 5.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on June 08, 2026.

Final adoption of Ordinance by City Council on June 22, 2026.

_____
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

DOT FTA

U.S. Department of Transportation **Federal Transit Administration**

Award

Federal Award Identification Number (FAIN)	CO-2026-010
Award with Amendment Number	CO-2026-010-00
Temporary Application Number	1140-2026-2
Award Name	FY2025 5339c Low or No Emission - Capital
Award Status	Obligated / Ready for Execution
Budget Revisions	0

Period of Performance Start Date	3/24/2026		
Original Period of Performance End Date	7/15/2028		
Current Period of Performance End Date	7/15/2028	Revision #: 0	Approved?: Yes

Budget Period Start Date	3/24/2026
Budget Period End Date	7/15/2028

Part 1: Recipient Information

Name: CITY OF PUEBLO, COLORADO MUNICIPAL BUILDING CORPORATION

Recipient ID	Recipient OST Type	Recipient Alias	UEI	DUNS
1140	City	Pueblo, City of	NJK3BNUDRHJ7	010620284

Location Type	Address	City	State	Zip
Mailing Address	DEPARTMENT OF FINANCE	PUEBLO	CO	81002
Physical Address	1 CITY HALL PL	PUEBLO	CO	81003

Union Information

Union Name	ATU LOCAL 662
Address 1	29213 Gale Rd
Address 2	

City	Pueblo
State	CO
Zipcode	81006
Contact Name	Jerry Ballard
Telephone	(719) 248-0176
Fax	7195532724
E-mail	jballard.atu@gmail.com
Website	

Part 2: Award Information

Title: FY2025 5339c Low or No Emission - Capital

Award with Amendment Number	Award Status	Award Type	Award Cost Center	Date Created	Last Updated Date	From TEAM?
CO-2026-010-00	Obligated / Ready for Execution	Grant	Region 8	12/8/2025	12/8/2025	No

Award Executive Summary
The City of Pueblo applies for FY2025 Section 5339c Low or No Emissions competitive funds in the amount of $15,687,944,full award. The discretionary ID is D2026-LWNO-025.

Activities include purchase of 12 replacement and 4 expansion vehicles and workforce development. Local match is provided by the Colorado DOT at an 80/20 federal / local cost share; above the minimum required for ADA vehicles.

The following documents are attached to this award:
- Applicable TIP/STIP pages and FHWA/FTA Approval Letter
- Program of Projects
- Original Competitive Application
- Fleet details with useful life information

Frequency of Milestone Progress Reports (MPR)
Annual

Frequency of Federal Financial Reports (FFR)
Annual

Does this application include funds for research and/or development activities?
This award does not include research and development activities.

Pre-Award Authority
This award is not using Pre-Award Authority.

Does this application include suballocation funds?
Recipient organization is directly allocated these funds and is eligible to apply for and receive these funds directly.

Will this Grant be using Lapsing Funds?
No, this Grant does not use Lapsing Funds.

Will indirect costs be applied to this application?
This award does not include an indirect cost rate.

Indirect Rate Details: N/A

Requires E.O. 12372 Review
No, this application does not require E.O. 12372 Review.

Delinquent Federal Debt
No, my organization does not have delinquent federal debt.

Award Description

Purpose
The purpose of this grant award is to purchase replacement and expansion buses and workforce development.

Activities to be performed:
Activities to be performed include purchase of replacement and expansion vehicles and workforce development.

Expected outcomes:
Ensure state of good repair for Pueblo Transit's fleet.

Intended beneficiaries:
Transit riders in the City of Pueblo and unincorporated Salt Creek.

Subrecipient Activities:
n/a

Award Point of Contact Information

First Name	Last Name	Title	E-mail Address	Phone
Benjamin	Valdez	Maintenance/Facilities Supervisor	bvaldez@pueblo.us	(719) 553-2706
	callion.maddox@dot.gov	Transportation Program Specialist		
	emma.belmont@dot.gov	Transportation Program Specialist		

Award Budget Control Totals

Funding Source	Section of Statute	CFDA Number	Amount
5339 – Low or No Emission Grants Competitive	5339-2	20526	$15,687,944
Local			$0
Local/In-Kind			$0
State			$3,900,000
State/In-Kind			$0
Other Federal			$0
Transportation Development Credit			$0
Adjustment			$0
Total Eligible Cost			**$19,587,944**

Award Budget

Project Number	Budget Item		FTA Amount	Non-FTA Amount	Total Eligible Amount	Quantity
CO-2026-010-01-00	111-00 (111-A1)	BUS - ROLLING STOCK	$15,609,504.00	$3,880,390.00	$19,489,894.00	16
CO-2026-010-01-00	11.12.02	BUY REPLACEMENT 35-FT BUS	$11,707,128.00	$2,910,293.00	$14,617,421.00	12
CO-2026-010-01-00	11.13.02	BUY 35-FT BUS FOR EXPANSION	$3,902,376.00	$970,097.00	$4,872,473.00	4
CO-2026-010-01-00	117-00 (117-A2)	OTHER CAPITAL ITEMS (BUS)	$78,440.00	$19,610.00	$98,050.00	1
CO-2026-010-01-00	11.7D.02	EMPLOYEE EDUCATION/ TRAINING	$78,440.00	$19,610.00	$98,050.00	1

Discretionary Allocations

Discretionary ID	Project Title	Amount Applied	Award with Amendment Number
D2026-LWNO-025	Pueblo Transit LOW Fleet Transition	$15,687,944	CO-2026-010-00

Sources of Federal Financial Assistance

PO Number	Project Number	Scope Name	Scope Number	Scope Suffix	UZA Code	Area Name	Account Class Code	FPC	Description	Amendment Amount	Cumulative Amount
CO-34-0064	CO-2026-010-01-00	BUS - ROLLING STOCK	111-00 (111)	A1	080000	Colorado	2025.3J.34.LJ.1	09	Low-No Competitive Grants (IIJA)	$15,609,504	$15,609,504
CO-34-0064	CO-2026-010-01-00	OTHER CAPITAL ITEMS (BUS)	117-00 (117)	A2	080000	Colorado	2025.3J.34.LJ.1	09	Low-No Competitive Grants (IIJA)	$78,440	$78,440

Part 3: Project Information

Project Title: FY2025 LWNO - Capital

Project Number	Temporary Project Number	Date Created	Start Date	End Date
CO-2026-010-01-00	1140-2026-2-P1	12/8/2025	6/25/2025	4/15/2028

Project Description
The City of Pueblo will purchase 12 replacement and 4 expansion transit vehicles and provide workforce development using FY2025 5339c award.

Project Benefits
Ensures state of good repair for Pueblo Transit fleet.

Additional Information
n/a

Location Description
Pueblo Transit serves 55-square miles in the City limits and unincorporated Salt Creek.

Project Location (Urbanized Areas)

UZA Code	Area Name
080000	Colorado
081760	Pueblo, CO

Congressional District Information

District	State
3	Colorado

Program Plan Information

STIP/TIP
Date: 7/1/2025
Description: Project included in the 2026 - 2029 Colorado Statewide Transportation Improvement Program federally approved on July 1, 2025. This project is incorporated by TIP Amendment by the PACOG Board on January 22, 2026 and incorporated into the STIP, see attachments for SST7072.022 and 023 for replacement and expansion vehicles.

UPWP
Date: N/A
Description: N/A

Long Range Plan
Date: N/A
Description: N/A

Project Control Totals

Funding Source	Section of Statute	CFDA Number	Amount
5339 – Low or No Emission Grants Competitive	5339-2	20526	$15,687,944
Local			$0
Local/In-Kind			$0
State			$3,900,000

State/In-Kind	$0
Other Federal	$0
Transportation Development Credit	$0
Adjustment	$0
Total Eligible Cost	**$19,587,944**

Project Budget

Project Number	Budget Item		FTA Amount	Non-FTA Amount	Total Eligible Amount	Quantity
CO-2026-010-01-00	111-00 (111-A1)	BUS - ROLLING STOCK	$15,609,504.00	$3,880,390.00	$19,489,894.00	16
CO-2026-010-01-00	11.12.02	BUY REPLACEMENT 35-FT BUS	$11,707,128.00	$2,910,293.00	$14,617,421.00	12
CO-2026-010-01-00	11.13.02	BUY 35-FT BUS FOR EXPANSION	$3,902,376.00	$970,097.00	$4,872,473.00	4
CO-2026-010-01-00	117-00 (117-A2)	OTHER CAPITAL ITEMS (BUS)	$78,440.00	$19,610.00	$98,050.00	1
CO-2026-010-01-00	11.7D.02	EMPLOYEE EDUCATION/ TRAINING	$78,440.00	$19,610.00	$98,050.00	1

Project Budget Activity Line Items

Budget Activity Line Item: 11.13.02 - BUY 35-FT BUS FOR EXPANSION

Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity
BUS - ROLLING STOCK (111-00)	11.13.02	BUY 35-FT BUS FOR EXPANSION	BUY EXPANSION - CAPITAL BUS	4

Extended Budget Description
The City of Pueblo will purchase 4 standard 35-foot hybrid fuel, fix-route buses to expand services. The useful life of the new vehicles is 12-year/500,000-miles.

The allowable cost share for ADA vehicles is 85/15 federal/local cost share, however, the City is committed to overmatch from Colorado DOT for an 80/20 federal/local cost share.

Will 3rd Party contractors be used to fulfill this activity line item?
Yes, 3rd Party Contractors will be used for this line item.

Propulsion	Fuel Type	Vehicle Condition	Vehicle Size (ft.)
N/A	Hybrid Electric	New	35-Feet

Funding Source	Section of Statute	CFDA Number	Amount
5339 – Low or No Emission Grants Competitive	5339-2	20526	$3,902,376
Local			$0
Local/In-Kind			$0
State			$970,097
State/In-Kind			$0
Other Federal			$0
Transportation Development Credit			$0
Adjustment			$0
Total Eligible Cost			**$4,872,473**

Milestone Name	Est. Completion Date	Description
RFP/IFB Issue Date	6/25/2025	
Contract Award Date	4/1/2026	
Initial Delivery Date	10/1/2027	
Final Delivery Date	12/31/2027	
Contract Completion Date	4/15/2028	To be completed post-training by GILLIG after vehicle delivery

Budget Activity Line Item: 11.7D.02 - EMPLOYEE EDUCATION/TRAINING

Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity
OTHER CAPITAL ITEMS (BUS) (117-00)	11.7D.02	EMPLOYEE EDUCATION/ TRAINING	TRAINING - CAPITAL BUS	1

Extended Budget Description
The City of Pueblo will provide workforce development for Pueblo Transit staff using 0.5% of the award as required. The cost share is 80/20 federal /local.

Training will take place between 1/1/2028 - 3/31/2028 following delivery of vehicles.

Will 3rd Party contractors be used to fulfill this activity line item?
Yes, 3rd Party Contractors will be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
5339 – Low or No Emission Grants Competitive	5339-2	20526	$78,440
Local			$0
Local/In-Kind			$0
State			$19,610
State/In-Kind			$0
Other Federal			$0
Transportation Development Credit			$0

Adjustment	$0
Total Eligible Cost	**$98,050**

Milestone Name	Est. Completion Date	Description
Start Date	1/1/2028	
End Date	3/31/2028	

Budget Activity Line Item: 11.12.02 - BUY REPLACEMENT 35-FT BUS

Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity
BUS - ROLLING STOCK (111-00)	11.12.02	BUY REPLACEMENT 35-FT BUS	BUY REPLACEMENTS - CAPITAL BUS	12

Extended Budget Description
The City of Pueblo will purchase 12 standard 35-foot hybrid fuel, fix-route buses to replace existing fleet that has passed their useful life. The useful life of existing and new vehicles is 12-years / 500,000-miles; see attached spreadsheet with useful life details.

The allowable cost share for ADA vehicles is 85/15 federal/local cost share, however, the City has committed to overmatch from Colorado DOT for an 80/20 federal/local cost share.

Will 3rd Party contractors be used to fulfill this activity line item?
Yes, 3rd Party Contractors will be used for this line item.

Propulsion	Fuel Type	Vehicle Condition	Vehicle Size (ft.)
N/A	Hybrid Electric	New	35-foot

Funding Source	Section of Statute	CFDA Number	Amount
5339 – Low or No Emission Grants Competitive	5339-2	20526	$11,707,128
Local			$0
Local/In-Kind			$0
State			$2,910,293
State/In-Kind			$0
Other Federal			$0
Transportation Development Credit			$0
Adjustment			$0
Total Eligible Cost			**$14,617,421**

Milestone Name	Est. Completion Date	Description
Partnership per supplemental form	6/25/2025	Partnership agreement with GILLIG LLC
Contract Award Date	4/1/2026	
Initial Delivery Date	10/1/2027	
Final Delivery Date	12/31/2027	
Contract Completion Date	4/15/2028	To be completed post-training by GILLIG after vehicle delivery

Project Environmental Findings

Finding: Class II(c) - Categorical Exclusions (C-List)

Class Level Description
Class II(c) consists of projects that do not have a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. FTA requires a sufficient project description to support a CE determination. The project may require additional documentation to comply with other environmental laws.

Categorical Exclusion Description

Type 07: Acquisition, installation, rehabilitation, replacement, and maintenance of vehicles or equipment, within or accommodated by existing facilities, that does not result in a change in functional use of the facilities, such as: equipment to be located within existing facilities and with no substantial off-site impacts; and vehicles, including buses, rail cars, trolley cars, ferry boats and people movers that can be accommodated by existing facilities or by new facilities that qualify for a categorical exclusion.

Date Description	Date
Class IIc CE Approved	

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
BUS - ROLLING STOCK (111-00)	11.12.02	BUY REPLACEMENT 35-FT BUS	12	$11,707,128.00	$14,617,421.00

Finding: Class II(c) - Categorical Exclusions (C-List)

Class Level Description
Class II(c) consists of projects that do not have a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. FTA requires a sufficient project description to support a CE determination. The project may require additional documentation to comply with other environmental laws.

Categorical Exclusion Description

Type 04: Planning and administrative activities which do not involve or lead directly to construction, such as: training, technical assistance and research; promulgation of rules, regulations, directives, or program guidance; approval of project concepts; engineering; and operating assistance to transit authorities to continue existing service or increase service to meet routine demand.

Date Description	Date
Class IIc CE Approved	

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
OTHER CAPITAL ITEMS (BUS) (117-00)	11.7D.02	EMPLOYEE EDUCATION/ TRAINING	1	$78,440.00	$98,050.00

Finding: Class II(c) - Categorical Exclusions (C-List)

Class Level Description
Class II(c) consists of projects that do not have a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. FTA requires a sufficient project description to support a CE determination. The project may require additional documentation to comply with other environmental laws.

Categorical Exclusion Description

Type 07: Acquisition, installation, rehabilitation, replacement, and maintenance of vehicles or equipment, within or accommodated by existing facilities, that does not result in a change in functional use of the facilities, such as: equipment to be located within existing facilities and with no substantial off-site impacts; and vehicles, including buses, rail cars, trolley cars, ferry boats and people movers that can be accommodated by existing facilities or by new facilities that qualify for a categorical exclusion.

Date Description	Date
Class IIc CE Approved	

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
BUS - ROLLING STOCK (111-00)	11.13.02	BUY 35-FT BUS FOR EXPANSION	4	$3,902,376.00	$4,872,473.00

Part 4: Fleet Details

Fleet Type: Fixed Route

Fleet Comments
3/11/2026 Currently possess 16 total vehicles:

2010 GILLIG Low Floor
2007 NABI OPTIMA
2018 GILLIG Low Floor
2019 GILLIG Low Floor
2021 GILLIG Low Floor
2023 GILLIG Low Floor
2023 GILLIG Low Floor
2010 GILLIG Low Floor
2010 GILLIG Low Floor
2010 GILLIG Low Floor 40ft
2010 GILLIG Low Floor 40ft

2010 GILLIG Low Floor
2010 GILLIG Low Floor
2009 NABI OPUS
2002 GILLIG Low Floor
2006 GILLIG Low Floor

		Current Value
I.	**Active Fleet**	
	A. Peak Requirement	13
	B. Spares	3
	C. Total (A+B)	16
	D. Spare Ratio (B/A)	23.08%
II.	**Inactive Fleet**	
	A. Other	0
	B. Pending Disposal	1
	C. Total (A+B)	1
III.	**Total (I.C and II.C)**	17

Fleet Type: Paratransit

Fleet Comments
3/11/2026 Currently possess 13 total vehicles

2015 Ford E350
2015 Ford E450
2015 Ford E450
2016 Ford E450
2019 Ford Transit-350 HD
2019 Ford Transit-350 HD
2019 Ford Transit-350 HD
2019 Ford Transit 350
2019 Ford Transit 350
2019 Ford Transit 350
2025 Ford E450
2025 Ford E450
2016 Ford E350

		Current Value
I.	**Active Fleet**	
	A. Peak Requirement	12
	B. Spares	1
	C. Total (A+B)	13
	D. Spare Ratio (B/A)	8.33%
II.	**Inactive Fleet**	
	A. Other	0
	B. Pending Disposal	2
	C. Total (A+B)	2
III.	**Total (I.C and II.C)**	15

Part 5: FTA Review Comments

There are no review comments to display at this time.

Part 6: Agreement

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL TRANSIT ADMINISTRATION

GRANT AGREEMENT
(FTA G-34)

On the date the authorized U.S. Department of Transportation, Federal Transit Administration (FTA) official signs this Grant Agreement, FTA has obligated and awarded federal assistance as provided below. Upon execution of this Grant Agreement by the Recipient named below, the Recipient affirms this FTA Award, enters into this Grant Agreement with FTA, and binds its compliance with the terms of this Grant Agreement.

The following documents are incorporated by reference and made part of this Grant Agreement:
(1) "Federal Transit Administration Master Agreement," FTA MA(34), http://www.transit.dot.gov,
(2) The Certifications and Assurances applicable to the FTA Award that the Recipient has selected and provided to FTA, and
(3) Any Award notification containing special conditions or requirements, if issued.

WHEN THE TERM "FTA AWARD" OR "AWARD" IS USED, EITHER IN THIS GRANT AGREEMENT OR THE APPLICABLE MASTER AGREEMENT, "AWARD" ALSO INCLUDES ALL TERMS AND CONDITIONS SET FORTH IN THIS GRANT AGREEMENT.

FTA OR THE FEDERAL GOVERNMENT MAY WITHDRAW ITS OBLIGATION TO PROVIDE FEDERAL ASSISTANCE IF THE RECIPIENT DOES NOT EXECUTE THIS GRANT AGREEMENT WITHIN 90 DAYS FOLLOWING FTA's AWARD DATE SET FORTH HEREIN.

FTA AWARD

Federal Transit Administration (FTA) hereby awards a Federal Grant as follows:

Recipient Information

Recipient Name: CITY OF PUEBLO, COLORADO MUNICIPAL BUILDING CORPORATION

Recipient ID: 1140

UEI: NJK3BNUDRHJ7

DUNS: 010620284

Award Information

Federal Award Identification Number (FAIN): CO-2026-010

Award with Amendment Number: CO-2026-010-00

Award Name: FY2025 5339c Low or No Emission - Capital

Award Start Date: 3/24/2026

Original Award End Date: 7/15/2028

Current Award End Date: 7/15/2028

Award Executive Summary: The City of Pueblo applies for FY2025 Section 5339c Low or No Emissions competitive funds in the amount of $15,687,944, full award. The discretionary ID is D2026-LWNO-025.

Activities include purchase of 12 replacement and 4 expansion vehicles and workforce development. Local match is provided by the Colorado DOT at an 80/20 federal / local cost share; above the minimum required for ADA vehicles.

The following documents are attached to this award:
- Applicable TIP/STIP pages and FHWA/FTA Approval Letter
- Program of Projects
- Original Competitive Application
- Fleet details with useful life information

Research and Development: This award does not include research and development activities.

Indirect Costs: This award does not include an indirect cost rate.

Suballocation Funds: Recipient organization is directly allocated these funds and is eligible to apply for and receive these funds directly.

Pre-Award Authority: This award is not using Pre-Award Authority.

Award Budget

Total Award Budget: $19,587,944.00

Amount of Federal Assistance Obligated for This FTA Action (in U.S. Dollars): $15,687,944.00

Amount of Non-Federal Funds Committed to This FTA Action (in U.S. Dollars): $3,900,000.00

Total FTA Amount Awarded and Obligated (in U.S. Dollars): $15,687,944.00

Total Non-Federal Funds Committed to the Overall Award (in U.S. Dollars): $3,900,000.00

Award Budget Control Totals

(The Budget includes the individual Project Budgets (Scopes and Activity Line Items) or as attached)

Funding Source	Section of Statute	CFDA Number	Amount
5339 – Low or No Emission Grants Competitive	5339-2	20526	$15,687,944
Local			$0
Local/In-Kind			$0
State			$3,900,000
State/In-Kind			$0

Other Federal	$0
Transportation Development Credit	$0
Adjustment	$0
Total Eligible Cost	**$19,587,944**

(The Transportation Development Credits are not added to the amount of the Total Award Budget.)

U.S. Department of Labor Certification of Public Transportation Employee Protective Arrangements:

DOL Decision: DOL Concurs - Certified
DOL Review Date: 3/23/2026
DOL Certification Date: 3/23/2026

Special Conditions

There are no special conditions.

FINDINGS AND DETERMINATIONS

By signing this Award on behalf of FTA, I am making all the determinations and findings required by federal law and regulations before this Award may be made.

FTA AWARD OF THE GRANT AGREEMENT

Awarded By:
Carrie Butler
Regional Administrator
FEDERAL TRANSIT ADMINISTRATION
U.S. DEPARTMENT OF TRANSPORTATION
Contact Info: carrie.butler@dot.gov
Award Date: 3/24/2026

EXECUTION OF THE GRANT AGREEMENT

Upon full execution of this Grant Agreement by the Recipient, the Effective Date will be the date FTA or the Federal Government awarded Federal assistance for this Grant Agreement.

By executing this Grant Agreement, the Recipient intends to enter into a legally binding agreement in which the Recipient:
(1) Affirms this FTA Award,
(2) Adopts and ratifies all of the following information it has submitted to FTA:
    (a) Statements,
    (b) Representations,
    (c) Warranties,
    (d) Covenants, and
    (e) Materials,
(3) Consents to comply with the requirements of this FTA Award, and
(4) Agrees to all terms and conditions set forth in this Grant Agreement.

Executed By:

CITY OF PUEBLO, COLORADO MUNICIPAL BUILDING CORPORATION

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: June 22, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Clyde Bishop, City Clerk

FROM: Benjamin Valdez, Director of Transit

SUBJECT: AN ORDINANCE APPROVING, ACCEPTING, BUDGETING, AND APPROPRIATING A DEPARTMENT OF TRANSPORTATION GRANT NUMBER 26-HTR-ZL-00178 ADMINISTERED BY THE COLORADO DEPARTMENT OF TRANSPORTATION, TO DISBURSE SENATE BILL 267 FUNDS, AWARD, AND APPLICABLE CONDITIONS PERTAINING THERETO, BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND THE COLORADO DEPARTMENT OF TRANSPORTATION, ESTABLISHING PROJECT NUMBER BC2601, BUDGETING AND APPROPRIATING $2,910,293 DOLLARS FOR TWELVE BUS REPLACEMENTS, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

Attached is a Grant Award 26-HTR-ZL-00178 between the City of Pueblo and The Colorado Department of Transportation for $2,910,293.

PREVIOUS COUNCIL ACTION:

No previous Council actions.

BACKGROUND:

The City of Pueblo has been awarded a Colorado Department of Transportation SB-267 grant in the amount of $2,910,293, which provides the State match for the replacement of 12 transit buses that have exceeded their useful life. This State grant matches the Federal portion of the replacement project. The grant scope of work includes the following project:

Scope	Scope	ALI Description	quantity	Federal	State Local	Total	Federal Share	Local Sha
35' Gillig Hybrid Electric	111-00 11.12.02	Bus STD 35 FT	12	$ 11,707,128	$ 2,910,293	$ 14,617,421	0.80090243	0.199097
35' Gillig Hybrid Electric Expansion	111-00 11.13.02	Bus STD 35 FT	4	$ 3,902,376	$ 970,097	$ 4,872,473	0.80090254	0.199097
Workforce Development	117-00 11.7D.02	Employee Ed/Training	1	$ 78,440	$ 19,610	$ 98,050	0.8	
				$ 15,687,944	$ 3,900,000	$ 19,587,944		

FINANCIAL IMPLICATIONS:

This Ordinance requires no expenditure of City funds and imposes no cost on the City. The Federal share of the replacement project is matched by State funds, and no City match is required.

BOARD/COMMISSION RECOMMENDATION:

Pueblo Transit Board recommends approval.

STAKEHOLDER PROCESS:

Not applicable.

ALTERNATIVES:

The alternative, should this Ordinance not pass, is for the City of Pueblo to not be able to replace the bus fleet that has exceeded its useful life.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. CDOT 12 Bus Replacement - Contract Agreement 26-HTR-ZL-00178

ORDINANCE NO.

AN ORDINANCE APPROVING, ACCEPTING, BUDGETING, AND APPROPRIATING A DEPARTMENT OF TRANSPORTATION GRANT NUMBER 26-HTR-ZL-00178 ADMINISTERED BY THE COLORADO DEPARTMENT OF TRANSPORTATION, TO DISBURSE SENATE BILL 267 FUNDS, AWARD, AND APPLICABLE CONDITIONS PERTAINING THERETO, BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND THE COLORADO DEPARTMENT OF TRANSPORTATION, ESTABLISHING PROJECT NUMBER BC2601, BUDGETING AND APPROPRIATING $2,910,293 DOLLARS FOR TWELVE BUS REPLACEMENTS, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

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

SECTION 1.

The Awarding of the 26-HTR-ZL-00178 to the City of Pueblo, Pueblo Transit, a true copy of which is attached hereto, is hereby approved and accepted in accordance with its terms and conditions

SECTION 2.

The Mayor of the City is authorized to execute the Grant Award acceptance in the name of and on behalf of the city, and the Mayor is authorized to execute any and all other certifications, assurances and other documents associated therewith

SECTION 3.

Project Number BC2601 is hereby established, to the extent not already established, and the sum of $2,910,293 from Colorado Department of Transportation Grant 26-HTR-ZL-00178 is hereby budgeted and appropriated to Project Number BC2601, therefore

SECTION 4.

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

SECTION 5.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

_____
President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

_____
_____
_____
_____

_____
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

_____
City Clerk

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STATE OF COLORADO GRANT AGREEMENT

COVER PAGE

State Agency		**Agreement Number/PO Number**	
Department of Transportation		26-HTR-ZL-00178 / 491004187	
Grantee		**Agreement Performance Beginning Date**	
City of Pueblo		The Effective Date	
		Initial Agreement Expiration Date	
Grant Agreement Amount		June 30, 2028	
Initial Term		**Fund Expenditure End Date**	
SB267 Funds Maximum Amount		June 30, 2028	
	$2,910,293.00	**Agreement Authority**	
		Autority to enter into this Agreement exists in CRS	
Total for all Agreement Terms		§§43-1-106, 43-1-110, 43-1-117,	
	$2,910,293.00	43-2-101(4)(c), 43-4-811(2), SB18-001, SB17-228 and SB17-267.	

Agreement Purpose
The purpose of this Grant is for CDOT to disburse SB267 Program Funds to Grantee to conduct work within the provisions of this Grant.

Exhibits and Order of Precedence
The following Exhibits and attachments are included with this Agreement:

1. Exhibit A, Statement of Work and Budget.
2. Exhibit B, Sample Option Letter.
3. Exhibit C, Title VI-Civil Rights.

In the event of a conflict or inconsistency between this Agreement and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:

1. Exhibit C, Title VI-Civil Rights.
2. Colorado Special Provisions in **§17** of the main body of this Agreement.
3. The provisions of the other sections of the main body of this Agreement.
4. Exhibit A, Statement of Work and Budget.
5. Executed Option Letters (if any).

Principal Representatives

For the State:
Leslie Ralston
Division of Transit and Rail
2829 W. Howard Place
Denver, CO 80204
Leslie.Ralston@state.co.us

For Grantee:
Ben Valdez
City of Pueblo
350 Alan Hamel Avenue
Pueblo, CO 81003
bvaldez@pueblo.us

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SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT

Each person signing this Agreement represents and warrants that the signer is duly authorized to execute this Agreement and to bind the Party authorizing such signature.

GRANTEE SIGNATURE
City of Pueblo

Signed by:
By: 3A85950B7BCA462...

Name: Heather Graham

Title: Mayor

Date: 5/22/2026

STATE OF COLORADO
Jared S. Polis, Governor
Department of Transportation
Shoshana M. Lew, Executive Director

Signed by:
By: 34D3DDA9B5E340B...

Name: Paul DesRocher

Title: DTR Director

Date: 5/26/2026

Second Grantee Signature if needed

By: _____

Name: _____

Title: _____

Date: _____

LEGAL REVIEW
Philip J. Weiser, Attorney General

By: N/A

Name: _____

Title: _____

Date: _____

In accordance with §24-30-202, C.R.S., this Agreement is not valid until signed and dated below by the State Controller or an authorized delegate.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

DocuSigned by:
Lori Copeland
BDA801C5CFAC478...
By: Department of Transportation

Effective Date: 5/26/2026

Docusign Envelope ID: 29C6570E-8690-8A5A-83EF-44BAB369D3C0

1. PARTIES

This Agreement is entered into by and between Grantee named on the Cover Page for this Agreement (the "Grantee"), and the STATE OF COLORADO acting by and through the State agency named on the Cover Page for this Agreement (the "State"). Grantee and the State agree to the terms and conditions in this Agreement.

2. TERM AND EFFECTIVE DATE

A. Effective Date

This Agreement shall not be valid or enforceable until the Effective Date, and the Grant Funds shall be expended by the Fund Expenditure End Date shown on the Cover Page for this Agreement. The State shall not be bound by any provision of this Agreement before the Effective Date, and shall have no obligation to pay Grantee for any Work performed or expense incurred before the Effective Date, except as described in **§5.D**, or after the Fund Expenditure End Date. If the Work will be performed in multiple phases, the period of performance start and end date of each phase is detailed under the Project Schedule in **Exhibit A**.

B. Initial Term

The Parties' respective performances under this Agreement shall commence on the Agreement Performance Beginning Date shown on the Cover Page for this Agreement and shall terminate on the Initial Agreement Expiration Date shown on the Cover Page for this Agreement (the "Initial Term") unless sooner terminated or further extended in accordance with the terms of this Agreement.

C. Extension Terms - State's Option

The State, at its discretion, shall have the option to extend the performance under this Agreement beyond the Initial Term for a period, or for successive periods, of one year or less at the same rates and under the same terms specified in this Agreement (each such period an "Extension Term"). In order to exercise this option, the State shall provide written notice to Grantee in a form substantially equivalent to Sample Option Letter attached to this Agreement.

D. End of Term Extension

If this Agreement approaches the end of its Initial Term, or any Extension Term then in place, the State, at its discretion, upon written notice to Grantee in a form substantially equivalent to the Sample Option Letter attached to this Agreement, may unilaterally extend such Initial Term or Extension Term for a period not to exceed two months (an "End of Term Extension"), regardless of whether additional Extension Terms are available or not. The provisions of this Agreement in effect when such notice is given shall remain in effect during the End of Term Extension. The End of Term Extension shall automatically terminate upon execution of a replacement Agreement or modification extending the total term of this Agreement.

E. Early Termination in the Public Interest

The State is entering into this Agreement to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Agreement ceases to further the public interest of the State, the State, in its discretion, may terminate this Agreement in whole or in part. A determination that this Agreement should be terminated in the public interest shall not be equivalent to a State right to terminate for convenience. This subsection shall not apply to a termination of this Agreement by the State for Breach of Agreement by Grantee, which shall be governed by **§12.A.i**.

i. Method and Content

The State shall notify Grantee of such termination in accordance with **§14**. The notice shall specify the effective date of the termination and whether it affects all or a portion of this Agreement, and shall include, to the extent practicable, the public interest justification for the termination.

ii. Obligations and Rights

Upon receipt of a termination notice for termination in the public interest, Grantee shall be subject to the rights and obligations set forth in **§12.A.i.a**.

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iii. Payments

If the State terminates this Agreement in the public interest, the State shall pay Grantee an amount equal to the percentage of the total reimbursement payable under this Agreement that corresponds to the percentage of Work satisfactorily completed and accepted, as determined by the State, less payments previously made. Additionally, if this Agreement is less than 60% completed, as determined by the State, the State may reimburse Grantee for a portion of actual out-of-pocket expenses, not otherwise reimbursed under this Agreement, incurred by Grantee which are directly attributable to the uncompleted portion of Grantee's obligations, provided that the sum of any and all reimbursement shall not exceed the Grant Maximum Amount payable to Grantee hereunder.

F. Grantee's Termination Under State Requirements

Grantee may request termination of this Grant by sending notice 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.

3. DEFINITIONS

The following terms shall be construed and interpreted as follows:

A. "**Agreement**" means this agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto.

B. "**Breach of Agreement**" means the failure of a Party to perform any of its obligations in accordance with this Agreement, in whole or in part or in a timely or satisfactory manner. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Grantee, or the appointment of a receiver or similar officer for Grantee or any of its property, which is not vacated or fully stayed within 30 days after the institution of such proceeding, shall also constitute a breach. If Grantee is debarred or suspended under §24-109-105, C.R.S., at any time during the term of this Agreement, then such debarment or suspension shall constitute a breach.

C. "**Budge**t" means the budget for the Work described in Exhibit A.

D. "**Business Day**" means any day other than Saturday, Sunday, or a legal holiday as listed in §24-11-101(1), C.R.S.

E. "**CORA**" means the Colorado Open Records Act, §§24-72-200.1, et seq., C.R.S.

F. "**Deliverable**" means the outcome to be achieved or output to be provided, in the form of a tangible or intangible Good or Service that is produced as a result of Grantee's Work that is intended to be delivered by Grantee.

G. "**Effective Date**" means the date on which this Agreement is approved and signed by the Colorado State Controller or designee, as shown on the Signature Page for this Agreement.

H. "**End of Term Extension**" means the time period defined in §2.D.

I. "**Exhibits**" means the exhibits and attachments included with this Agreement as shown on the Cover Page for this Agreement.

J. "**Extension Term**" means the time period defined in §2.C.

K. "**Goods**" means any movable material acquired, produced, or delivered by Grantee as set forth in this Agreement and shall include any movable material acquired, produced, or delivered by Grantee in connection with the Services.

L. "**Grant Funds**" means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Agreement.

M. "**Grant Maximum Amount**" means an amount equal to the total of Grant Funds for this Agreement.

N. "**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, which are included as part of the Work, as described in §§24-37.5-401, et seq., C.R.S. Incidents include, without limitation (i)

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successful attempts to gain unauthorized access to a State system or State Records regardless of where such information is located; (ii) unwanted disruption or denial of service; (iii) the unauthorized use of a State system for the processing or storage of data; or (iv) changes to State system hardware, firmware, or software characteristics without the State's knowledge, instruction, or consent.

O. "**Initial Term**" means the time period defined in §2.B.

P. "**Matching Funds**" (Local Funds) means the funds provided by Grantee as a match required to receive the Grant Funds.

Q. "**Party**" means the State or Grantee, and "Parties" means both the State and Grantee.

R. "**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. PII includes, but is not limited to, all information defined as personally identifiable information in §§24-72-501 and 24-73-101, C.R.S.

S. "**Services**" means the services to be performed by Grantee as set forth in this Agreement, and shall include any services to be rendered by Grantee in connection with the Goods.

T. "**State Confidential Information**" means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to PII, and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Grantee which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Grantee without restrictions at the time of its disclosure to Grantee; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Grantee to the State; (iv) is disclosed to Grantee, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.

U. "**State Fiscal Rules**" means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a), C.R.S.

V. "**State Fiscal Year**" means a 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.

W. "**State Records**" means any and all State data, information, and records, regardless of physical form.

X. "**Subcontractor**" means any third party engaged by Grantee to aid in performance of the Work. "Subcontractor" also includes sub-grantees of Grant Funds.

Y. "**Work**" means the Goods delivered and Services performed pursuant to this Agreement.

Z. "**Work Product**" means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, information, and any other results of the Work. "Work Product" does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work.

Any other term used in this Agreement that is defined elsewhere in this Agreement or in an Exhibit shall be construed and interpreted as defined in that section.

4. STATEMENT OF WORK

Grantee shall complete the Work as described in this Agreement and in accordance with the provisions of Exhibit A. The State shall have no liability to compensate Grantee for the delivery of any goods or the performance of any services that are not specifically set forth in this Agreement.

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5. PAYMENTS TO GRANTEE

A. Grant Maximum Amount

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 Grant Maximum Amount for that State Fiscal Year shown on the Cover Page of this Agreement as "FASTER Funds Maximum Amount".

B. Payment Procedures

i. Invoices and Payment

a. The State shall pay Grantee in the amounts and in accordance with the conditions set forth in Exhibit A.

b. Grantee shall initiate payment requests by invoice to the State, in a form and manner approved by the State.

c. Any advance payment allowed under this Agreement, shall comply with State Fiscal Rules and be made in accordance with the provisions of this Agreement and its Exhibits. Eligibility and submission for advance payment is subject to State approval and must include approved documentation in the form and manner set forth and approved by the State.

d. The State shall pay each invoice within 45 days following the State's receipt of that invoice, so long as the amount invoiced correctly represents Work completed by Grantee and previously accepted by the State during the term that the invoice covers. If the State determines that the amount of any invoice is not correct, then Grantee shall make all changes necessary to correct that invoice.

e. The acceptance of an invoice shall not constitute acceptance of any Work performed or Deliverables provided under this Agreement.

ii. Interest

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 of 1% per month, as required by §24-30-202(24)(a), C.R.S., until paid in full; provided, however, that interest shall not accrue on unpaid amounts that the State disputes in writing. Grantee shall invoice the State separately for accrued interest on delinquent amounts, and the invoice shall reference the delinquent payment, the number of days' interest to be paid and the interest rate.

iii. Payment Disputes

If 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.

iv. Available Funds-Contingency-Termination

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,

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however, remain obligated to pay for Services and Goods that are delivered and accepted prior to the effective date of notice of termination, and this termination shall otherwise be treated as if this Agreement were terminated in the public interest as described in **§2.E**.

C. Matching Funds

Grantee shall provide Matching Funds as provided in **§5.A** and Exhibit A. Grantee shall have raised the full amount of Matching Funds prior to the Effective Date and shall report to the State regarding the status of such funds upon request. Grantee's obligation to pay all or any part of any Matching Funds, whether direct or contingent, only extends 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" in Exhibit A 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. If Grantee is a public entity, 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.

D. Reimbursement of Grantee Costs

i. Any costs incurred by Grantee prior to the Effective Date shall not be reimbursed.

ii. The State shall reimburse Grantee's allowable costs, not exceeding the Grant Maximum Amount shown on the Cover Page of this Agreement and on Exhibit A for all allowable costs described in this Agreement and shown in Exhibit A, except that Grantee may adjust the amounts between each line item of Exhibit A without formal modification to this Agreement as long as the Grantee provides notice to the State of the change, the change does not modify the Grant Maximum Amount of this Agreement or the Grant Maximum Amount for any State Fiscal Year, and the change does not modify any requirements of the Work.

iii. 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 for the Goods and Services provided; 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 cost actually incurred.)

iv. Grantee's costs for Work performed after the Fund Expenditure End Date shown on the Signature and Cover Page for this Agreement, or after any phase performance period end date for a respective phase of the Work, shall not be reimbursable. Grantee shall initiate any payment request by submitting invoices to the State in the form and manner set forth and approved by the State.

E. Close-Out

Grantee shall close out this Award within 45 days after the Fund Expenditure End Date shown on the Cover Page for this Agreement. 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. The State will withhold 5% of allowable costs until all final documentation has been submitted and accepted by the State as substantially complete.

6. REPORTING - NOTIFICATION

A. Quarterly Reports

In addition to any reports required pursuant to any other Exhibit, for any Agreement having a term longer than three months, Grantee shall submit, on a quarterly basis, a written report specifying progress made for each specified performance measure and standard in this Agreement. Such progress report shall be in accordance with the procedures developed and prescribed by the State. Progress reports shall be submitted to the State not later than five Business Days following the end of each calendar quarter or at such time as otherwise specified by the State.

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B. Litigation 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's Principal Representative identified on the Cover Page for this Agreement.

C. Performance and Final Status

Grantee shall submit all financial, performance and other reports to the State no later than 45 calendar days after the end of the Initial Term if no Extension Terms are exercised, or the final Extension Term exercised by the State, containing an evaluation and review of Grantee's performance and the final status of Grantee's obligations hereunder.

D. Violations Reporting

Grantee shall disclose, in a timely manner, in writing to the State, all violations of State criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal Award. The State 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.

7. GRANTEE RECORDS

A. Maintenance

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 and the delivery of Services (including, but not limited to, the operation of programs) or Goods hereunder (collectively, the "Grantee Records"). Grantee shall maintain such records for a 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 (the "Record Retention Period"). If any litigation, claim, or audit related to this Award starts before expiration of the Record Retention Period, the Record Retention Period shall extend until all litigation, claims, or audit findings have been resolved and final action taken by the State or Federal Awarding Agency. The Federal Awarding Agency, a cognizant agency for audit, oversight or indirect costs, and the State, may notify 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.

B. Inspection

Grantee shall permit the State and any other duly authorized agent of the State 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.

C. Monitoring

The State and any other duly authorized agent of the State, in its discretion, may monitor Grantee's performance of its obligations under this Agreement using procedures as determined by the State. The State shall have the right, in its sole discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The State shall monitor Grantee's performance in a manner that does not unduly interfere with Grantee's performance of the Work.

D. Final Audit Report

Grantee shall promptly submit to the State a copy of any final audit report of an audit performed on Grantee's records that relates to or affects this Agreement or the Work, whether the audit is conducted by Grantee or a third party.

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8. CONFIDENTIAL INFORMATION - STATE RECORDS

A. 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. Grantee shall provide for the security of all State Confidential Information in accordance with all applicable laws, rules, policies, publications, and guidelines. Grantee shall immediately forward any request or demand for State Records to the State's Principal Representative identified on the Cover Page of this Agreement.

B. 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 Subcontractor 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.

C. 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.

D. Incident Notice and Remediation

If Grantee becomes aware of any Incident, Grantee 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 that Grantee, and its agents, employees, and Subcontractors are not 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 costs thereof. The State may, in its sole discretion and at Grantee's sole expense, require Grantee to engage the services of an independent, qualified, State-approved third party to conduct a security audit. Grantee shall provide the State with the results of such audit and evidence of Grantee's planned remediation in response to any negative findings.

E. 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, including the requirements of any Exhibits hereto, at all times. As used in this section, the protections afforded Work Product only apply to Work Product that requires confidential treatment.

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F. 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, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Grantee shall be a "Third-Party Service Provider" as defined in §24-73-103(1)(i), C.R.S., and shall maintain security procedures and practices consistent with §§24-73-101, *et seq.*, C.R.S.

9. CONFLICTS OF INTEREST

A. Actual Conflicts of Interest

Grantee shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Grantee under this Agreement. Such a conflict of interest would arise when a Grantee or Subcontractor's employee, officer or agent were to offer or provide any tangible personal benefit to an employee of the State, or any member of his or her immediate family or his or her partner, related to the award of, entry into or management or oversight of this Agreement.

B. Apparent Conflicts of Interest

Grantee acknowledges that, with respect to this Agreement, even the appearance of a conflict of interest shall be harmful to the State's interests. Absent the State's prior written approval, Grantee shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee's obligations under this Agreement.

C. Disclosure to the State

If a conflict or the appearance of a conflict arises, or if Grantee is uncertain whether a conflict or the appearance of a conflict has arisen, 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.

D. Grantee acknowledges that all State employees are subject to the ethical principles described in §24-18-105, C.R.S. Grantee further acknowledges that State employees may be subject to the requirements of §24-18-105, C.R.S., with regard to this Agreement. For the avoidance of doubt, an actual or apparent conflict of interest shall exist if Grantee employs or contracts with any State employee, any former State employee within six months following such employee's termination of employment with the State, or any immediate family member of such current or former State employee. Grantee shall provide a disclosure statement as described in §9.C. no later than ten days following entry into a contractual or employment relationship as described in this section. Failure to timely submit a disclosure statement shall constitute a Breach of Agreement. Grantee may also be subject to such penalties as are allowed by law.

10. INSURANCE

Grantee shall obtain and maintain, and ensure that each Subcontractor shall obtain and maintain, insurance as specified in this section at all times during the term of this Agreement. All insurance policies required by this Agreement that are not provided through self-insurance shall be issued by insurance companies as approved by the State.

A. Workers' Compensation

Workers' compensation insurance as required by state statute, and employers' liability insurance covering all Grantee or Subcontractor employees acting within the course and scope of their employment.

B. General Liability

Commercial general liability insurance covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:

i. $1,000,000 each occurrence;
ii. $1,000,000 general aggregate;
iii. $1,000,000 products and completed operations aggregate; and

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iv. $50,000 any 1 fire.

C. Automobile Liability

Automobile liability insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of $1,000,000 each accident combined single limit.

D. Protected Information

Liability insurance covering all loss of State Confidential Information, such as PII, PHI, PCI, Tax Information, and CJI, and claims based on alleged violations of privacy rights through improper use or disclosure of protected information with minimum limits as follows:

i. $1,000,000 each occurrence; and
ii. $2,000,000 general aggregate.

E. Professional Liability Insurance

Professional liability insurance covering any damages caused by an error, omission or any negligent act with minimum limits as follows:

i. $1,000,000 each occurrence; and
ii. $1,000,000 general aggregate.

F. Crime Insurance

Crime insurance including employee dishonesty coverage with minimum limits as follows:

i. $1,000,000 each occurrence; and
ii. $1,000,000 general aggregate.

G. Additional Insured

The State shall be named as additional insured on all commercial general liability policies (leases and construction contracts require additional insured coverage for completed operations) required of Grantee and Subcontractors.

H. Primacy of Coverage

Coverage required of Grantee and each Subcontractor shall be primary over any insurance or self-insurance program carried by Grantee or the State.

I. Cancellation

All insurance policies shall include provisions preventing cancellation or non-renewal, except for cancellation based on non-payment of premiums, without at least 30 days prior notice to Grantee and Grantee shall forward such notice to the State in accordance with **§14** within 7 days of Grantee's receipt of such notice.

J. Subrogation Waiver

All insurance policies secured or maintained by Grantee or its Subcontractors in relation to this Agreement shall include clauses stating that each carrier shall waive all rights of recovery under subrogation or otherwise against Grantee or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

K. Public Entities

If Grantee is a "public entity" within the meaning of the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. (the "GIA"), Grantee shall maintain, in lieu of the liability insurance requirements stated above, at all times during the term of this Agreement such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA. If a Subcontractor is a public entity within the meaning of the GIA, Grantee shall ensure that the Subcontractor maintain at all times during the terms of this Grantee, in lieu of the liability insurance requirements stated above, such liability insurance, by commercial policy or self-insurance, as is necessary to meet the Subcontractor's obligations under the GIA.

L. Certificates

For each insurance plan provided by Grantee under this Agreement, Grantee shall provide to the State certificates evidencing Grantee's insurance coverage required in this Agreement prior to the Effective Date. Grantee shall provide to the State certificates evidencing Subcontractor insurance coverage required under this Agreement prior to the Effective Date, except that, if

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Grantee's subcontract is not in effect as of the Effective Date, Grantee shall provide to the State certificates showing Subcontractor insurance coverage required under this Agreement within seven Business Days following Grantee's execution of the subcontract. No later than 15 days before the expiration date of Grantee's or any Subcontractor's coverage, Grantee shall deliver to the State certificates of insurance evidencing renewals of coverage. At any other time during the term of this Agreement, upon request by the State, Grantee shall, within seven Business Days following the request by the State, supply to the State evidence satisfactory to the State of compliance with the provisions of this section.

11. BREACH OF AGREEMENT

In the event of a Breach of Agreement, the aggrieved Party shall give written notice of Breach of Agreement to the other Party. If the notified Party does not cure the breach, at its sole expense, within 30 days after the delivery of written notice, the Party may exercise any of the remedies as described in **§12** for that Party. Notwithstanding any provision of this Agreement to the contrary, the State, in its discretion, need not provide notice or a cure period and may immediately terminate this Agreement in whole or in part or institute any other remedy in this Agreement in order to protect the public interest of the State; or if Grantee is debarred or suspended under §24-109-105, C.R.S., the State, in its discretion, need not provide notice or cure period and may terminate this Agreement in whole or in part or institute any other remedy in this Agreement as of the date that the debarment or suspension takes effect.

12. REMEDIES

A. State's Remedies

If Grantee is in breach under any provision of this Agreement and fails to cure such breach, the State, following the notice and cure period set forth in **§11,** shall have all of the remedies listed in this section in addition to all other remedies set forth in this Agreement or at law. The State may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.

i. Termination for Breach of Agreement

In the event of Grantee's uncured breach, the State may terminate this entire Agreement or any part of this Agreement. Grantee shall continue performance of this Agreement to the extent not terminated, if any.

a. Obligations and Rights

To the extent specified in any termination notice, Grantee shall not incur further obligations or render further performance past the effective date of such notice, and shall terminate outstanding orders and subcontracts with third parties. However, Grantee shall complete and deliver to the State all Work not cancelled by the termination notice, and may incur obligations as necessary to do so within this Agreement's terms. At the request of the State, Grantee shall assign to the State all of Grantee's rights, title, and interest in and to such terminated orders or subcontracts. Upon termination, Grantee shall take timely, reasonable and necessary action to protect and preserve property in the possession of Grantee but in which the State has an interest. At the State's request, Grantee shall return materials owned by the State in Grantee's possession at the time of any termination. Grantee shall deliver all completed Work Product and all Work Product that was in the process of completion to the State at the State's request.

b. Payments

Notwithstanding anything to the contrary, the State shall only pay Grantee for accepted Work received as of the date of termination. If, after termination by the State, the State agrees that Grantee was not in breach or that Grantee's action or inaction was excusable, such termination shall be treated as a termination in the public interest, and the rights and obligations of the Parties shall be as if this Agreement had been terminated in the public interest under **§2.E.**

c. Damages and Withholding

Notwithstanding any other remedial action by the State, Grantee shall remain liable to the State for any damages sustained by the State in connection with any breach by

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Grantee, and the State may withhold payment to Grantee for the purpose of mitigating the State's damages until such time as the exact amount of damages due to the State from Grantee is determined. The State may withhold any amount that may be due Grantee as the State deems necessary to protect the State against loss including, without limitation, loss as a result of outstanding liens and excess costs incurred by the State in procuring from third parties replacement Work as cover.

ii. Remedies Not Involving Termination

The State, in its discretion, may exercise one or more of the following additional remedies:

a. Suspend Performance

Suspend Grantee's performance with respect to all or any portion of the Work pending corrective action as specified by the State without entitling Grantee to an adjustment in price or cost or an adjustment in the performance schedule. Grantee shall promptly cease performing Work and incurring costs in accordance with the State's directive, and the State shall not be liable for costs incurred by Grantee after the suspension of performance.

b. Withhold Payment

Withhold payment to Grantee until Grantee corrects its Work.

c. Deny Payment

Deny payment for Work not performed, or that due to Grantee's actions or inactions, cannot be performed or if they were performed are reasonably of no value to the State; provided, that any denial of payment shall be equal to the value of the obligations not performed.

d. Removal

Demand immediate removal of any of Grantee's employees, agents, or Subcontractors from the Work whom the State deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable or whose continued relation to this Agreement is deemed by the State to be contrary to the public interest or the State's best interest.

e. Intellectual Property

If any Work infringes, or if the State in its sole discretion determines that any Work is likely to infringe, a patent, copyright, trademark, trade secret or other intellectual property right, Grantee shall, as approved by the State **(i)** secure that right to use such Work for the State and Grantee; **(ii)** replace the Work with noninfringing Work or modify the Work so that it becomes noninfringing; or, **(iii)** remove any infringing Work and refund the amount paid for such Work to the State.

B. Grantee's Remedies

If the State is in breach of any provision of this Agreement and does not cure such breach, Grantee, following the notice and cure period in **§11** and the dispute resolution process in **§13** shall have all remedies available at law and equity.

13. DISPUTE RESOLUTION

A. Initial Resolution

Except as herein specifically provided otherwise, disputes concerning the performance of this Agreement which cannot be resolved by the designated Agreement representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager designated by Grantee for resolution.

B. Resolution of Controversies

If the initial resolution described in **§13.A** fails to resolve the dispute within 10 Business Days, Grantee shall submit any alleged breach of this Agreement by the State to the Procurement Official of the State Agency named on the Cover Page of this Agreement as described in §24-101-301(30), C.R.S., for resolution following the same resolution of controversies process as described in §§24-106-109, and 24-109-101.1 through 24-109-505, C.R.S., (collectively, the "Resolution Statutes"), except that if Grantee wishes to challenge any decision rendered by the Procurement

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Official, Grantee's challenge shall be an appeal to the executive director of the Department of Personnel and Administration, or their delegate, in the same manner as described in the Resolution Statutes before Grantee pursues any further action. Except as otherwise stated in this Section, all requirements of the Resolution Statutes shall apply including, without limitation, time limitations regardless of whether the Colorado Procurement Code applies to this Agreement.

14. NOTICES and REPRESENTATIVES

Each individual identified as a Principal Representative on the Cover Page for this Agreement shall be the principal representative of the designating Party. All notices required or permitted to be given under this Agreement shall be in writing, and shall be delivered **(A)** by hand with receipt required, **(B)** by certified or registered mail to such Party's principal representative at the address set forth on the Cover Page for this Agreement or **(C)** as an email with read receipt requested to the principal representative at the email address, if any, set forth on the Cover Page for this Agreement. If a Party delivers a notice to another through email and the email is undeliverable, then, unless the Party has been provided with an alternate email contact, the Party delivering the notice shall deliver the notice by hand with receipt required or by certified or registered mail to such Party's principal representative at the address set forth on the Cover Page for this Agreement. Either Party may change its principal representative or principal representative contact information, or may designate specific other individuals to receive certain types of notices in addition to or in lieu of a principal representative, by notice submitted in accordance with this section without a formal amendment to this Agreement. Unless otherwise provided in this Agreement, notices shall be effective upon delivery of the written notice.

15. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

A. Work Product

Whether or not Grantee is under contract with the State at the time, Grantee shall execute applications, assignments, and other documents, and shall render all other reasonable assistance requested by the State, to enable the State to secure patents, copyrights, licenses and other intellectual property rights related to the Work Product. The Parties intend the Work Product to be works made for hire. Grantee assigns to the State and its successors and assigns, the entire right, title, and interest in and to all causes of action, either in law or in equity, for past, present, or future infringement of intellectual property rights related to the Work Product and all works based on, derived from, or incorporating the Work Product.

B. Exclusive Property of the State

Except to the extent specifically provided elsewhere in this Agreement, all State Records, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and information provided by or on behalf of the State to Grantee are the exclusive property of the State (collectively, "State Materials"). Grantee shall not use, willingly allow, cause or permit Work Product or State Materials to be used for any purpose other than the performance of Grantee's obligations in this Agreement without the prior written consent of the State. Upon termination of this Agreement for any reason, Grantee shall provide all Work Product and State Materials to the State in a form and manner as directed by the State.

C. Exclusive Property of Grantee

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 and/or video, and third-party materials, delivered by Grantee under this 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 this Agreement or a State approved license agreement: (i) entered into as exhibits to this Agreement, (ii) obtained by the State from the applicable third-party vendor, or (iii) in the case of open source software, the license terms set forth in the applicable open source license agreement.

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16. GENERAL PROVISIONS

A. Assignment

Grantee's rights and obligations under this Agreement are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Agreement.

B. Subcontracts

Grantee shall not enter into any subgrant or subcontract in connection with its obligations under this Agreement without providing notice to the State. The State may reject any such Subcontractor, and Grantee shall terminate any subcontract that is rejected by the State and shall not allow any Subcontractor to perform any work after that Subcontractor's subcontract has been rejected by the State. Grantee shall submit to the State a copy of each such subgrant or subcontract upon request by the State. All subgrants and 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.

C. Binding Effect

Except as otherwise provided in **§16.A.**, all provisions of this Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

D. Authority

Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations have been duly authorized.

E. Captions and References

The captions and headings in this Agreement are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

F. Counterparts

This Agreement may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

G. Entire Understanding

This Agreement represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Agreement. Prior or contemporaneous additions, deletions, or other changes to this Agreement shall not have any force or effect whatsoever, unless embodied herein.

H. Digital Signatures

If any signatory signs this Agreement using a digital signature in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Agreement by reference.

I. Modification

Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment to this Agreement, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules. Modifications permitted under this Agreement, other than Agreement amendments, shall conform to the policies issued by the Colorado State Controller.

J. Statutes, Regulations, Fiscal Rules, and Other Authority

Any reference in this Agreement to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Effective Date of this Agreement.

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K. External Terms and Conditions

Notwithstanding anything to the contrary herein, the State shall not be subject to any provision included in any terms, conditions, or agreements appearing on Grantee's or a Subcontractor's website or any provision incorporated into any click-through or online agreements related to the Work unless that provision is specifically referenced in this Agreement.

L. Severability

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Agreement in accordance with the intent of this Agreement.

M. Survival of Certain Agreement Terms

Any provision of this Agreement that imposes an obligation on a Party after termination or expiration of this Agreement shall survive the termination or expiration of this Agreement and shall be enforceable by the other Party.

N. Taxes

The State is exempt from federal excise taxes under I.R.C. Chapter 32 (26 U.S.C., Subtitle D, Ch. 32) (Federal Excise Tax Exemption Certificate of Registry No. 84-730123K) and from State and local government sales and use taxes under §§39-26-704(1), *et seq.*, C.R.S. (Colorado Sales Tax Exemption Identification Number 98-02565). The State shall not be liable for the payment of any excise, sales, or use taxes, regardless of whether any political subdivision of the State imposes such taxes on Grantee. Grantee shall be solely responsible for any exemptions from the collection of excise, sales or use taxes that Grantee may wish to have in place in connection with this Agreement.

O. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described in **§16.A.,** 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 this Agreement, and do not create any rights for such third parties.

P. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

Q. CORA Disclosure

To the extent not prohibited by federal law, this Agreement and the performance measures and standards required under §24-106-107, C.R.S., if any, are subject to public release through the CORA.

R. Standard and Manner of Performance

Grantee shall perform its obligations under this Agreement in accordance with the highest standards of care, skill and diligence in Grantee's industry, trade, or profession.

S. Licenses, Permits, and Other Authorizations.

i. Grantee shall secure, prior to the Effective Date, and maintain at all times during the term of this Agreement, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement, and shall ensure that all employees, agents and Subcontractors secure and maintain at all times during the term of their employment, agency or Subcontractor, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Agreement.

ii. Grantee, if a foreign corporation or other foreign entity transacting business in the State of Colorado, shall obtain prior to the Effective Date and maintain at all times during the term of this Agreement, at its sole expense, a certificate of authority to transact business in the State of Colorado and designate a registered agent in Colorado to accept service of process.

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T. Accessibility

i. Grantee shall comply with and the Work Product provided under this Agreement 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 the Governor's Office of Information Technology (OIT), pursuant to Section §24-85-103 (2.5), 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), incorporated in the State of Colorado technology standards.

ii. 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.

17. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3)

These Special Provisions apply to all agreements except where noted in italics.

A. **STATUTORY APPROVAL. §24-30-202(1), C.R.S.**

This Agreement shall not be valid until it has been approved by the Colorado State Controller or designee. If this Agreement is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), C.R.S., then this Agreement shall not be valid until it has been approved by the State's Chief Information Officer or designee.

B. **FUND AVAILABILITY. §24-30-202(5.5), C.R.S.**

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

C. **GOVERNMENTAL IMMUNITY.**

Liability for claims for injuries to persons or property arising from the negligence of the State, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, et seq. C.R.S. No term or condition of this 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.

D. **INDEPENDENT CONTRACTOR.**

Grantee shall perform its duties hereunder as an independent contractor 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 (i) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (ii) provide proof thereof when requested by the State, and (iii) be solely responsible for its acts and those of its employees and agents**.

E. **COMPLIANCE WITH LAW.**

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.

F. **CHOICE OF LAW, JURISDICTION, AND VENUE.**

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Agreement. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be

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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.

G. **PROHIBITED TERMS.**

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 this provision in any way shall be void ab initio. Nothing in this Agreement shall be construed as a waiver of any provision of §24-106-109, C.R.S.

H. **SOFTWARE PIRACY PROHIBITION.**

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 restrictions.

I. **EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. §§24-18-201 and 24-50-507, C.R.S.**

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this 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. **VENDOR OFFSET AND ERRONEOUS PAYMENTS. §§24-30-202(1) and 24-30-202.4, C.R.S.**

[*Not applicable to intergovernmental agreements*] Subject to §24-30-202.4(3.5), C.R.S., the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: **(i)** unpaid child support debts or child support arrearages; **(ii)** unpaid balances of tax, accrued interest, or other charges specified in §§39-21-101, *et seq.*, C.R.S.; **(iii)** unpaid loans due to the Student Loan Division of the Department of Higher Education; **(iv)** amounts required to be paid to the Unemployment Compensation Fund; and **(v)** other unpaid debts owing to the State as a result of final agency determination or judicial action. The State may also recover, at the State's discretion, payments made to Grantee in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Grantee by deduction from subsequent payments under this Agreement, deduction from any payment due under any other contracts, grants or agreements between the State and Grantee, or by any other appropriate method for collecting debts owed to the State.

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EXHIBIT A, STATEMENT OF WORK AND BUDGET

Project Description	2026-SB267: Twelve (12) 35' Bus Replacements		
Project End Date	June 30, 2028		
Subrecipient	Pueblo, City of	**UEID #**	NJK3BNUDRHJ7
Contact Name	Benjamin Valdez	**Vendor #**	2000036
Address	350 Alan Hamel Avenue Pueblo, CO 81003	**Phone #**	(719) 553-2725
Email	bvaldez@pueblo.us	**Indirect Rate**	N/A
WBS*	27394.10.50	**ALI**	11.12.02
Total Project Budget			**$2,910,293.00**
State SB-267 Funds (at 100% or less)			$2,910,293.00
Local Funds (at 0% or more)			$0.00
Total Project Amount Encumbered via this Grant Agreement			**$2,910,293.00**

*The WBS numbers may be replaced without changing the amount of the grant at CDOT's discretion.

A. Project Description

City of Pueblo shall use 2026 SB-267 funds, along with local matching funds, to purchase twelve (12) 35' bus replacements as more fully described below. The purchase will support the goals of the Statewide Transit Plan.

City of Pueblo shall use capital funds to purchase the following ADA compliant vehicle(s) (Capital Asset(s)):

ALI	QTY	Fuel Type	Description	SB-267 Amount
11.12.02	12	Hybrid	Buy Replacements Bus - STD 35 FT	$2,910,293.00

The Capital Asset(s) being purchased is/are to replace the following existing fleet vehicle(s):

VIN	Fleet ID	COTRAMS Inventory	Year	Make	Model
1Z9B8DYS47W216161	63107	INV-00004739	2007	NAB - North American Bus Industries Inc. (fka Ikarus USA Inc./IKU) (fka Optima Bus)	Optima Bus Opus (LFB-34)
15GGD271131073110	63182	INV-00018193	2003	GIL - Gillig Corporation	LF40 (G27D)
15GGD291661076540	63191	INV-00023434	2006	GIL - Gillig Corporation	LF40 (G27D)
1N903444X9A140141	63108	INV-00004740	2009	NAB - North American Bus Industries Inc. (fka Ikarus USA Inc./IKU) (fka Optima Bus)	Optima Bus Opus 34D
1N90344419A140142	63208	INV-00004741	2009	NAB - North American Bus Industries Inc. (fka Ikarus USA Inc./IKU) (fka Optima Bus)	Optima Bus Opus 34D
15GGB3012A1178483	63101	INV-00004749	2010	GIL - Gillig Corporation	LF35 HEV (G27B)
15GGB2717A1176664	63310	INV-00004742	2010	GIL - Gillig Corporation	LF35 (G27B)

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15GGB2719A1176665	63410	INV-00004743	2010	GIL - Gillig Corporation	LF35 (G27B)
15GGD2718A1178479	63610	INV-00004745	2010	GIL - Gillig Corporation	LF40 (G27D)
15GGD2714A1178480	63710	INV-00004746	2010	GIL - Gillig Corporation	LF40 (G27D)
15GGB2719A1178481	63810	INV-00004747	2010	GIL - Gillig Corporation	LF35 (G27B)
15GGB2710A1178482	63910	INV-00004748	2010	GIL - Gillig Corporation	LF35 (G27B)

B. Performance Standards

1. Project Milestones

Milestone Description	**Original Estimated Completion Date**
Submit Procurement Concurrence Request (PCR) in COTRAMS for Project Manager Approval	**7/1/2026**
Submit Purchase Authorization (PA) and solicitation docs in COTRAMS for Project Manager Approval	**8/1/2026**
Take Delivery of (First) Vehicle/Equipment/Project Property	**1/31/2028**
Take Delivery of and Accept All Vehicles/Equipment/Project Property	**5/31/2028**
Submit Reimbursement Request in COTRAMS	**6/30/2028**

IMPORTANT NOTE: All milestones in this Statement of Work (except for the final reimbursement request) must be completed no later than the expiration date of this Grant Agreement: **June 30, 2028**.

2. City of Pueblo shall use the Capital Asset(s) purchased in its transit operations and shall perform regularly recurring maintenance with specific performance measures tied to City of Pueblo's written maintenance plans, including manufacturer's recommendations and warranty program(s). City of Pueblo will measure whether this project is successful and improves the efficiency, effectiveness, and safety of transportation.

3. Performance will be reviewed throughout the duration of this Grant Agreement. City of Pueblo shall report to the CDOT Project Manager whenever one or more of the following occurs:
   a. Budget or schedule changes;
   b. Scheduled milestone or completion dates are not met;
   c. Identification of problem areas and how the problems will be resolved; and/or
   d. Expected impacts and the efforts to recover from delays.

4. City of Pueblo shall submit all required reimbursements and project documents, including the assignment of "Colorado Department of Transportation" as the lienholder on the Capital Asset(s), as a condition of project closeout.

C. Project Budget

1. The Total Project Budget is $2,910,293.00. CDOT will pay no more than 100% of the eligible, actual project costs, up to the maximum amount of $2,910,293.00. CDOT will retain any remaining balance of the state share of SB-267 Funds. City of Pueblo shall be solely responsible for all costs incurred in the project in excess of the amount paid by CDOT from SB-267 Funds for the state share of eligible, actual costs. For CDOT accounting purposes, the SB-267 Funds of $2,910,293.00 will be encumbered for this Grant Agreement.

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2. No refund or reduction of the amount of City of Pueblo's share to be provided for the project will be allowed unless there is at the same time a refund or reduction of the state share of a proportionate amount.

3. City of Pueblo may use eligible federal funds for the Local Funds share. City of Pueblo's share, together with the State SB-267 Funds share, shall be enough to ensure payment of the Total Project Budget.

4. Per the terms of this Grant Agreement, CDOT will have no obligation to provide state funds for use on this project. CDOT will administer SB-267 funds for this project under the terms of this Grant Agreement, provided that the state share of SB-267 funds to be administered by CDOT are made available and remain available. City of Pueblo shall initiate and prosecute to completion all actions necessary to enable City of Pueblo to provide its share of the Total Project Budget at or prior to the time that such funds are needed to meet the Total Project Budget.

D. Procurement

Procurement of the Capital Asset(s) by City of Pueblo shall comply with state procurement procedures and the DTR Quick Procurement Guide. In addition to the state requirements outlined below, state and federal procedures for purchase of the Capital Asset(s), including 2 CFR 200.320 (where applicable) shall be followed and outlined prior to procurement.

1. The first step in the procurement process will be to obtain an Independent Cost Estimate (ICE).

2. The second step, *and prior to soliciting a vendor,* will be to obtain Procurement Concurrence Request (PCR) approval from the CDOT Project Manager through COTRAMS. The request for PCR approval must include a copy of the proposed solicitation documents and the ICE.

3. The third step*, and prior to entering into a purchasing agreement or contract with the selected vendor*, will be to obtain Purchase Authorization (PA) approval from the CDOT Project Manager through COTRAMS. The request for PA approval must include a copy of the final solicitation documents (e.g. documented quote, quick bid, response(s) to RFP/IFB).

4. Upon delivery, City of Pueblo shall be responsible for having the Capital Asset(s) inspected and accepted within **fifteen (15) calendar days of delivery**. If defects prevent acceptance of the Capital Asset(s), City of Pueblo will contact the vendor to resolve any defects and notify CDOT.

5. City of Pueblo shall be responsible for reimbursing the selected vendor within **forty-five (45) calendar days of acceptance** of the Capital Asset(s).

E. Reimbursement Eligibility

Requests for reimbursement for eligible project costs will be paid to City of Pueblo upon submission of a complete reimbursement packet in COTRAMS for those eligible costs incurred during the Grant Agreement effective dates.

Accepted reimbursement packets will include the following completed documents:

- Independent Cost Estimate (ICE)
- Procurement Concurrence Request (PCR)
- Purchase Authorization (PA)
- Signed Notice of Acceptance (NA)
- Signed Security Agreement (SA)
- Application for Title showing "Colorado Department of Transportation" as the lienholder

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- Invoice
- Proof of Payment
- Post Delivery Certifications

City of Pueblo shall submit the final request for reimbursement within sixty (60) calendar days of acceptance of the Capital Asset(s) and submit a Grant Closeout and Liquidation (GCL) Form in COTRAMS within fifteen (15) calendar days of issuance of the final reimbursement payment.

F. State Interest-Service Life

The useful life of rolling stock begins on the date the vehicle is placed in revenue service and continues until it is removed from revenue service. The useful life in years refers to total time in transit revenue service, not time spent stockpiled or otherwise unavailable for regular transit use. The useful life in miles refers to total miles in transit revenue service. Non-revenue miles and periods of extended removal from service do not count towards useful life. Changes in operating circumstances, including unforeseen difficulty maintaining vehicles, higher cost of fuel, and changes in local law limiting where vehicles can be operated are not exemptions from useful life requirements.

Minimum useful life is the minimum number of years or miles, whichever comes first, that must be accumulated in revenue service before the Capital Asset(s) can be disposed of, in accordance with the State Management Plan.

CDOT maintains its share of the remaining state interest upon disposition of the Capital Asset(s) before the minimum useful life has been met or for a fair market value greater than $5,000 after the minimum useful life has been met, according to the provisions of the State Management Plan.

City of Pueblo shall not dispose or otherwise release the Capital Asset(s) to any other party while there is state interest in the Capital Asset(s) without prior approval from the CDOT Project Manager. City of Pueblo is responsible for making the request to the CDOT Project Manager in a timely manner, providing appropriate documentation, if indicated, when a disposition and lien release is being requested in order to allow CDOT to process the release of any lien(s).

CDOT and City of Pueblo will work in conjunction with Department of Revenue to assure the lien is released according to state rules.

G. Training

In an effort to enhance transit safety, City of Pueblo and any subrecipients and subcontractors shall make a good faith effort to ensure that appropriate training of agency and contracted personnel is occurring and that personnel are up to date in appropriate certifications. In particular, City of Pueblo shall ensure that driving personnel are provided professional training in defensive driving and training on the handling of mobility devices and transporting older adults and individuals with disabilities.

H. Safety Data

City of Pueblo and any subrecipients and subcontractors shall maintain and submit, as requested, data related to bus safety. This may include, but not be limited to, the number of vehicle accidents within certain measurement parameters set forth by CDOT, the number and extent of passenger injuries or claims, and the number and extent of employee accidents, injuries and incidents.

I. Restrictions on Lobbying

City of Pueblo is certifying that it complies with 2 CFR 200.450 by entering into this Grant Agreement.

J. Special Conditions

1. City of Pueblo shall comply with all requirements imposed by CDOT on City of Pueblo so that the state award is used in accordance with state statutes, regulations, and the terms and conditions of the state award.

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2. City of Pueblo shall permit CDOT and their auditors to have access to City of Pueblo's records and financial statements as necessary, with reasonable advance notice.

3. Except as provided in this Grant Agreement, City of Pueblo shall not be reimbursed for any purchase, issued purchase order, or leased capital equipment prior to the execution of this Grant Agreement.

4. City of Pueblo shall document any loss, damage, or theft of FTA- or state-funded property, equipment, or rolling stock in COTRAMS.

5. City of Pueblo shall ensure that it does not exclude from participation in, deny the benefits of, or subject to discrimination any person in the United States on the ground of race, color, national origin, sex, age or disability in accordance with Title VI of the Civil Rights Act of 1964.

6. City of Pueblo shall provide transportation services to persons with disabilities, in accordance with Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq.

7. City of Pueblo shall agree to maintain documentation that supports compliance with the Americans with Disabilities Act (ADA) and produce said documentation to CDOT upon request.

8. City of Pueblo shall develop and maintain an ADA Program in accordance with 28 CFR Part 35, Nondiscrimination on the Basis of Disability in State and Local Government Services, FTA Circular 4710.1, and any additional requirements established by CDOT for transit grant subrecipients.

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EXHIBIT B, SAMPLE OPTION LETTER

State Agency
Department of Transportation

Grantee
[Insert Grantee's Full Legal Name, including "Inc.", "LLC", etc.]

Current Agreement Maximum Amount

Initial Term
FASTER Funds Maximum Amount
State Fiscal Year [20xx] [$0.00]

Extension Terms
State Fiscal Year [20xx] [$0.00]
State Fiscal Year [20xx] [$0.00]
State Fiscal Year [20xx] [$0.00]
State Fiscal Year [20xx] [$0.00]

Local Funds [$0.00]

Total for All Agreement Terms [$0.00]

Option Letter Number
[Insert the Option Number (e.g. "1" for the first option)]

Original Agreement Number
[Insert CMS number or Other Contract Number of the Original Contract]

Option Agreement Number
[Insert CMS number or Other Contract Number of this Option]

Agreement Performance Beginning Date
[Month, Day, Year

Current Agreement Expiration Date
[Month, Day, Year]

1. **OPTIONS:**
   A. Option to extend for an Extension Term
2. **REQUIRED PROVISIONS:**
   A. **For use with Option 1(A):** In accordance with Section(s) 2.B/2.C of the Original Agreement referenced above, the State hereby exercises its option for an additional term/end of term extension, beginning Insert start date and ending on the current agreement expiration date shown above, at the rates stated in the Original Agreement, as amended.
3. **OPTION EFFECTIVE DATE:**
   A. The effective date of this Option Letter is upon approval of the State Controller or or [Enter date], whichever is later.

STATE OF COLORADO
Jared S. Polis, Governor
Department of Transportation
Shoshana M. Lew, Executive Director

_____
By: [Name & Title of Person Signing for Agency or IHE]
Date: _____

In accordance with §24-30-202, C.R.S., this Option 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

Option Effective Date:_____

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EXHIBIT C, TITLE VI – CIVIL RIGHTS

Nondiscrimination Requirements

The Parties shall not exclude from participation in, deny the benefits of, or subject to discrimination any person in the United States on the ground of race, color, national origin, sex, age or disability. During the performance of this Agreement, the Grantee, for itself, its assignees and successors in interest (hereinafter referred to as the "Grantee") agrees as follows:

(1) Compliance with Regulations: The Grantee shall comply with the Regulation relative to nondiscrimination in federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this Agreement.

(2) Nondiscrimination: The Grantee, with regard to the Work performed by it during the Agreement, shall not discriminate on the grounds of race, color, national origin, or sex in the selection and retention of subgrantees, including procurements of materials and leases of equipment. The Grantee shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in Appendix B of the Regulations.

(3) Solicitations for Subgrantees, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Grantee for Work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subgrantee or supplier shall be notified by the Grantee of the Grantee's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, national origin or sex.

(4) Information and Reports: The Grantee shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Colorado Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Grantee is in the exclusive possession of another who fails or refuses to furnish this information the Grantee shall so certify to the Colorado Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of the Grantee's noncompliance with the nondiscrimination provisions of this Agreement, the Colorado Department of Transportation shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to:

  (a) withholding of payments to the Grantee under the Agreement until the Grantee complies, and/or

  (b) cancellation, termination or suspension of the Agreement, in whole or in part.

(6) Incorporation of Provisions: The Grantee shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The Grantee shall take such action with respect to any subcontract or procurement as the Colorado Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance; provided, however, that, in the event a Grantee becomes involved in, or is threatened with, litigation with a subgrantee or supplier as a result of such direction, the Grantee may request the Colorado Department of Transportation to enter into such litigation to protect the interests of the Colorado Department of Transportation.

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: June 22, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Clyde Bishop, City Clerk

FROM: Benjamin Valdez, Director of Transit

SUBJECT: AN ORDINANCE APPROVING, ACCEPTING, BUDGETING, AND APPROPRIATING A DEPARTMENT OF TRANSPORTATION GRANT NUMBER 26-HTR-ZL-00179 ADMINISTERED BY THE COLORADO DEPARTMENT OF TRANSPORTATION, TO DISBURSE SENATE BILL 267 FUNDS, AWARD, AND APPLICABLE CONDITIONS PERTAINING THERETO, BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND THE COLORADO DEPARTMENT OF TRANSPORTATION, ESTABLISHING PROJECT NUMBER BC2601, BUDGETING AND APPROPRIATING $970,097 DOLLARS FOR FOUR BUS EXPANSION, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

Attached is a Grant Award 26-HTR-ZL-00179 between the City of Pueblo, a Colorado Municipal Corporation and The Colorado Department of Transportation for $970,097.

PREVIOUS COUNCIL ACTION:

No previous Council actions.

BACKGROUND:

The City of Pueblo has been awarded a Colorado Department of Transportation SB-267 grant in the amount of $970,097, which provides the State match for the expansion of the Pueblo Transit fleet by four buses. This State grant matches the Federal portion of the expansion project. The grant scope of work includes the

following project:

Scope	Scope	ALI Description	quantity	Federal	State Local	Total	Federal Share	Local Share
35' Gillig Hybrid Electric	111-00 11.12.02	Bus STD 35 FT	12	$ 11,707,128	$ 2,910,293	$ 14,617,421	0.80090243	0.19909757
35' Gillig Hybrid Electric Expansion	111-00 11.13.02	Bus STD 35 FT	4	$ 3,902,376	$ 970,097	$ 4,872,473	0.80090254	0.19909746
Workforce Development	117-00 11.7D.02	Employee Ed/Training	1	$ 78,440	$ 19,610	$ 98,050	0.8	0.2
				$ 15,687,944	$ 3,900,000	$ 19,587,944		

FINANCIAL IMPLICATIONS:

This Ordinance requires no expenditure of City funds and imposes no cost on the City. The Federal share of the expansion project is matched by State funds, and no City match is required.

BOARD/COMMISSION RECOMMENDATION:

Pueblo Transit Board recommends approval.

STAKEHOLDER PROCESS:

Not applicable.

ALTERNATIVES:

The alternative, should this Ordinance not pass, is for the City of Pueblo to not be able to expand the Pueblo Transit fleet by four buses to meet service demand.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. CDOT 4 Bus Expansion - Contract Agreement - 26-HTR-ZL-00179

ORDINANCE NO.

AN ORDINANCE APPROVING, ACCEPTING, BUDGETING, AND APPROPRIATING A DEPARTMENT OF TRANSPORTATION GRANT NUMBER 26-HTR-ZL-00179 ADMINISTERED BY THE COLORADO DEPARTMENT OF TRANSPORTATION, TO DISBURSE SENATE BILL 267 FUNDS, AWARD, AND APPLICABLE CONDITIONS PERTAINING THERETO, BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND THE COLORADO DEPARTMENT OF TRANSPORTATION, ESTABLISHING PROJECT NUMBER BC2601, BUDGETING AND APPROPRIATING $970,097 DOLLARS FOR FOUR BUS EXPANSION, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

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

SECTION 1.

The Awarding of the 26-HTR-ZL-00179 to the City of Pueblo, Pueblo Transit, a true copy of which is attached hereto, is hereby approved and accepted in accordance with its terms and conditions

SECTION 2.

The Mayor of the City is authorized to execute the Grant Award acceptance in the name of and on behalf of the city, and the Mayor is authorized to execute any and all other certifications, assurances and other documents associated therewith

SECTION 3.

Project Number BC2601 is hereby established, to the extent not already established, and the sum of $970,097 from Colorado Department of Transportation Grant 26-HTR-ZL-00179 is hereby budgeted and appropriated to Project Number BC2601, therefore

SECTION 4.

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

SECTION 5.

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

Council

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

_____
President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

_____
_____
_____
_____

_____
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

_____
City Clerk

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STATE OF COLORADO GRANT AGREEMENT

COVER PAGE

State Agency		**Agreement Number/PO Number**
Department of Transportation		26-HTR-ZL-00179 / 491004188
Grantee		**Agreement Performance Beginning Date**
City of Pueblo		The Effective Date
		Initial Agreement Expiration Date
Grant Agreement Amount		June 30, 2028
Initial Term		**Fund Expenditure End Date**
SB267 Funds Maximum Amount		June 30, 2028
	$970,097.00	**Agreement Authority**
		Autority to enter into this Agreement exists in CRS
Total for all Agreement Terms		§§43-1-106, 43-1-110, 43-1-117,
	$970,097.00	43-2-101(4)(c), 43-4-811(2), SB18-001, SB17-228 and SB17-267.

Agreement Purpose
The purpose of this Grant is for CDOT to disburse SB267 Program Funds to Grantee to conduct work within the provisions of this Grant.

Exhibits and Order of Precedence
The following Exhibits and attachments are included with this Agreement:

1. Exhibit A, Statement of Work and Budget.
2. Exhibit B, Sample Option Letter.
3. Exhibit C, Title VI-Civil Rights.
4. Exhibit D, PII Certification

In the event of a conflict or inconsistency between this Agreement and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:

1. Exhibit C, Title VI-Civil Rights.
2. Colorado Special Provisions in **§17** of the main body of this Agreement.
3. The provisions of the other sections of the main body of this Agreement.
4. Exhibit A, Statement of Work and Budget.
5. Executed Option Letters (if any).
6. Exhibit D, PII Certification

Principal Representatives

For the State:	For Grantee:
Leslie Ralston	Benjamin Valdez
Division of Transit and Rail	City of Pueblo
2829 W. Howard Place	350 Alan Hamel Avenue
Denver, CO 80204	Pueblo, CO 81003
Leslie.Ralston@state.co.us	bvaldez@pueblo.us

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SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT

Each person signing this Agreement represents and warrants that the signer is duly authorized to execute this Agreement and to bind the Party authorizing such signature.

GRANTEE SIGNATURE
City of Pueblo

By: Signed by: 3A85950B7BCA462... _____

Name: Heather Graham

Title: Mayor

Date: 5/21/2026

STATE OF COLORADO
Jared S. Polis, Governor
Department of Transportation
Shoshana M. Lew, Executive Director

By: Signed by: Paul Desrocher 34D3DDA9B5E340B... _____

Name: Paul Desrocher

Title: DTR Director

Date: 5/21/2026

LEGAL REVIEW
Philip J. Weiser, Attorney General

By: N/A

Name: _____

Title: _____

Date: _____

In accordance with §24-30-202, C.R.S., this Agreement is not valid until signed and dated below by the State Controller or an authorized delegate.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

DocuSigned by: Lori Copeland BDA801C5CFAC479... _____

By: Department of Transportation

Effective Date: 5/22/2026

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1. PARTIES

This Agreement is entered into by and between Grantee named on the Cover Page for this Agreement (the "Grantee"), and the STATE OF COLORADO acting by and through the State agency named on the Cover Page for this Agreement (the "State"). Grantee and the State agree to the terms and conditions in this Agreement.

2. TERM AND EFFECTIVE DATE

A. Effective Date

This Agreement shall not be valid or enforceable until the Effective Date, and the Grant Funds shall be expended by the Fund Expenditure End Date shown on the Cover Page for this Agreement. The State shall not be bound by any provision of this Agreement before the Effective Date, and shall have no obligation to pay Grantee for any Work performed or expense incurred before the Effective Date, except as described in **§5.D**, or after the Fund Expenditure End Date. If the Work will be performed in multiple phases, the period of performance start and end date of each phase is detailed under the Project Schedule in **Exhibit A**.

B. Initial Term

The Parties' respective performances under this Agreement shall commence on the Agreement Performance Beginning Date shown on the Cover Page for this Agreement and shall terminate on the Initial Agreement Expiration Date shown on the Cover Page for this Agreement (the "Initial Term") unless sooner terminated or further extended in accordance with the terms of this Agreement.

C. Extension Terms - State's Option

The State, at its discretion, shall have the option to extend the performance under this Agreement beyond the Initial Term for a period, or for successive periods, of one year or less at the same rates and under the same terms specified in this Agreement (each such period an "Extension Term"). In order to exercise this option, the State shall provide written notice to Grantee in a form substantially equivalent to Sample Option Letter attached to this Agreement.

D. End of Term Extension

If this Agreement approaches the end of its Initial Term, or any Extension Term then in place, the State, at its discretion, upon written notice to Grantee in a form substantially equivalent to the Sample Option Letter attached to this Agreement, may unilaterally extend such Initial Term or Extension Term for a period not to exceed two months (an "End of Term Extension"), regardless of whether additional Extension Terms are available or not. The provisions of this Agreement in effect when such notice is given shall remain in effect during the End of Term Extension. The End of Term Extension shall automatically terminate upon execution of a replacement Agreement or modification extending the total term of this Agreement.

E. Early Termination in the Public Interest

The State is entering into this Agreement to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Agreement ceases to further the public interest of the State, the State, in its discretion, may terminate this Agreement in whole or in part. A determination that this Agreement should be terminated in the public interest shall not be equivalent to a State right to terminate for convenience. This subsection shall not apply to a termination of this Agreement by the State for Breach of Agreement by Grantee, which shall be governed by **§12.A.i**.

i. Method and Content

The State shall notify Grantee of such termination in accordance with **§14**. The notice shall specify the effective date of the termination and whether it affects all or a portion of this Agreement, and shall include, to the extent practicable, the public interest justification for the termination.

ii. Obligations and Rights

Upon receipt of a termination notice for termination in the public interest, Grantee shall be subject to the rights and obligations set forth in **§12.A.i.a**.

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iii. Payments

If the State terminates this Agreement in the public interest, the State shall pay Grantee an amount equal to the percentage of the total reimbursement payable under this Agreement that corresponds to the percentage of Work satisfactorily completed and accepted, as determined by the State, less payments previously made. Additionally, if this Agreement is less than 60% completed, as determined by the State, the State may reimburse Grantee for a portion of actual out-of-pocket expenses, not otherwise reimbursed under this Agreement, incurred by Grantee which are directly attributable to the uncompleted portion of Grantee's obligations, provided that the sum of any and all reimbursement shall not exceed the Grant Maximum Amount payable to Grantee hereunder.

F. Grantee's Termination Under State Requirements

Grantee may request termination of this Grant by sending notice 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.

3. DEFINITIONS

The following terms shall be construed and interpreted as follows:

A. "**Agreement**" means this agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto.

B. "**Breach of Agreement**" means the failure of a Party to perform any of its obligations in accordance with this Agreement, in whole or in part or in a timely or satisfactory manner. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Grantee, or the appointment of a receiver or similar officer for Grantee or any of its property, which is not vacated or fully stayed within 30 days after the institution of such proceeding, shall also constitute a breach. If Grantee is debarred or suspended under §24-109-105, C.R.S., at any time during the term of this Agreement, then such debarment or suspension shall constitute a breach.

C. "**Budge**t" means the budget for the Work described in Exhibit A.

D. "**Business Day**" means any day other than Saturday, Sunday, or a legal holiday as listed in §24-11-101(1), C.R.S.

E. "**CORA**" means the Colorado Open Records Act, §§24-72-200.1, et seq., C.R.S.

F. "**Deliverable**" means the outcome to be achieved or output to be provided, in the form of a tangible or intangible Good or Service that is produced as a result of Grantee's Work that is intended to be delivered by Grantee.

G. "**Effective Date**" means the date on which this Agreement is approved and signed by the Colorado State Controller or designee, as shown on the Signature Page for this Agreement.

H. "**End of Term Extension**" means the time period defined in §2.D.

I. "**Exhibits**" means the exhibits and attachments included with this Agreement as shown on the Cover Page for this Agreement.

J. "**Extension Term**" means the time period defined in §2.C.

K. "**Goods**" means any movable material acquired, produced, or delivered by Grantee as set forth in this Agreement and shall include any movable material acquired, produced, or delivered by Grantee in connection with the Services.

L. "**Grant Funds**" means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Agreement.

M. "**Grant Maximum Amount**" means an amount equal to the total of Grant Funds for this Agreement.

N. "**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, which are included as part of the Work, as described in §§24-37.5-401, et seq., C.R.S. Incidents include, without limitation (i)

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successful attempts to gain unauthorized access to a State system or State Records regardless of where such information is located; (ii) unwanted disruption or denial of service; (iii) the unauthorized use of a State system for the processing or storage of data; or (iv) changes to State system hardware, firmware, or software characteristics without the State's knowledge, instruction, or consent.

O. "**Initial Term**" means the time period defined in §2.B.

P. "**Matching Funds**" (Local Funds) means the funds provided by Grantee as a match required to receive the Grant Funds.

Q. "**Party**" means the State or Grantee, and "Parties" means both the State and Grantee.

R. "**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. PII includes, but is not limited to, all information defined as personally identifiable information in §§24-72-501 and 24-73-101, C.R.S.

S. "**Services**" means the services to be performed by Grantee as set forth in this Agreement, and shall include any services to be rendered by Grantee in connection with the Goods.

T. "**State Confidential Information**" means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to PII, and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Grantee which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Grantee without restrictions at the time of its disclosure to Grantee; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Grantee to the State; (iv) is disclosed to Grantee, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.

U. "**State Fiscal Rules**" means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a), C.R.S.

V. "**State Fiscal Year**" means a 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.

W. "**State Records**" means any and all State data, information, and records, regardless of physical form.

X. "**Subcontractor**" means any third party engaged by Grantee to aid in performance of the Work. "Subcontractor" also includes sub-grantees of Grant Funds.

Y. "**Work**" means the Goods delivered and Services performed pursuant to this Agreement.

Z. "**Work Product**" means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, information, and any other results of the Work. "Work Product" does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work.

Any other term used in this Agreement that is defined elsewhere in this Agreement or in an Exhibit shall be construed and interpreted as defined in that section.

4. STATEMENT OF WORK

Grantee shall complete the Work as described in this Agreement and in accordance with the provisions of Exhibit A. The State shall have no liability to compensate Grantee for the delivery of any goods or the performance of any services that are not specifically set forth in this Agreement.

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5. PAYMENTS TO GRANTEE

A. Grant Maximum Amount

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 Grant Maximum Amount for that State Fiscal Year shown on the Cover Page of this Agreement as "FASTER Funds Maximum Amount".

B. Payment Procedures

i. Invoices and Payment

a. The State shall pay Grantee in the amounts and in accordance with the conditions set forth in Exhibit A.

b. Grantee shall initiate payment requests by invoice to the State, in a form and manner approved by the State.

c. Any advance payment allowed under this Agreement, shall comply with State Fiscal Rules and be made in accordance with the provisions of this Agreement and its Exhibits. Eligibility and submission for advance payment is subject to State approval and must include approved documentation in the form and manner set forth and approved by the State.

d. The State shall pay each invoice within 45 days following the State's receipt of that invoice, so long as the amount invoiced correctly represents Work completed by Grantee and previously accepted by the State during the term that the invoice covers. If the State determines that the amount of any invoice is not correct, then Grantee shall make all changes necessary to correct that invoice.

e. The acceptance of an invoice shall not constitute acceptance of any Work performed or Deliverables provided under this Agreement.

ii. Interest

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 of 1% per month, as required by §24-30-202(24)(a), C.R.S., until paid in full; provided, however, that interest shall not accrue on unpaid amounts that the State disputes in writing. Grantee shall invoice the State separately for accrued interest on delinquent amounts, and the invoice shall reference the delinquent payment, the number of days' interest to be paid and the interest rate.

iii. Payment Disputes

If 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.

iv. Available Funds-Contingency-Termination

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,

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however, remain obligated to pay for Services and Goods that are delivered and accepted prior to the effective date of notice of termination, and this termination shall otherwise be treated as if this Agreement were terminated in the public interest as described in **§2.E**.

C. Matching Funds

Grantee shall provide Matching Funds as provided in **§5.A** and Exhibit A. Grantee shall have raised the full amount of Matching Funds prior to the Effective Date and shall report to the State regarding the status of such funds upon request. Grantee's obligation to pay all or any part of any Matching Funds, whether direct or contingent, only extends 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" in Exhibit A 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. If Grantee is a public entity, 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.

D. Reimbursement of Grantee Costs

i. Any costs incurred by Grantee prior to the Effective Date shall not be reimbursed.

ii. The State shall reimburse Grantee's allowable costs, not exceeding the Grant Maximum Amount shown on the Cover Page of this Agreement and on Exhibit A for all allowable costs described in this Agreement and shown in Exhibit A, except that Grantee may adjust the amounts between each line item of Exhibit A without formal modification to this Agreement as long as the Grantee provides notice to the State of the change, the change does not modify the Grant Maximum Amount of this Agreement or the Grant Maximum Amount for any State Fiscal Year, and the change does not modify any requirements of the Work.

iii. 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 for the Goods and Services provided; 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 cost actually incurred.)

iv. Grantee's costs for Work performed after the Fund Expenditure End Date shown on the Signature and Cover Page for this Agreement, or after any phase performance period end date for a respective phase of the Work, shall not be reimbursable. Grantee shall initiate any payment request by submitting invoices to the State in the form and manner set forth and approved by the State.

E. Close-Out

Grantee shall close out this Award within 45 days after the Fund Expenditure End Date shown on the Cover Page for this Agreement. 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. The State will withhold 5% of allowable costs until all final documentation has been submitted and accepted by the State as substantially complete.

6. REPORTING - NOTIFICATION

A. Quarterly Reports

In addition to any reports required pursuant to any other Exhibit, for any Agreement having a term longer than three months, Grantee shall submit, on a quarterly basis, a written report specifying progress made for each specified performance measure and standard in this Agreement. Such progress report shall be in accordance with the procedures developed and prescribed by the State. Progress reports shall be submitted to the State not later than five Business Days following the end of each calendar quarter or at such time as otherwise specified by the State.

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B. Litigation 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's Principal Representative identified on the Cover Page for this Agreement.

C. Performance and Final Status

Grantee shall submit all financial, performance and other reports to the State no later than 45 calendar days after the end of the Initial Term if no Extension Terms are exercised, or the final Extension Term exercised by the State, containing an evaluation and review of Grantee's performance and the final status of Grantee's obligations hereunder.

D. Violations Reporting

Grantee shall disclose, in a timely manner, in writing to the State, all violations of State criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal Award. The State 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.

7. GRANTEE RECORDS

A. Maintenance

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 and the delivery of Services (including, but not limited to, the operation of programs) or Goods hereunder (collectively, the "Grantee Records"). Grantee shall maintain such records for a 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 (the "Record Retention Period"). If any litigation, claim, or audit related to this Award starts before expiration of the Record Retention Period, the Record Retention Period shall extend until all litigation, claims, or audit findings have been resolved and final action taken by the State or Federal Awarding Agency. The Federal Awarding Agency, a cognizant agency for audit, oversight or indirect costs, and the State, may notify 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.

B. Inspection

Grantee shall permit the State and any other duly authorized agent of the State 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.

C. Monitoring

The State and any other duly authorized agent of the State, in its discretion, may monitor Grantee's performance of its obligations under this Agreement using procedures as determined by the State. The State shall have the right, in its sole discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The State shall monitor Grantee's performance in a manner that does not unduly interfere with Grantee's performance of the Work.

D. Final Audit Report

Grantee shall promptly submit to the State a copy of any final audit report of an audit performed on Grantee's records that relates to or affects this Agreement or the Work, whether the audit is conducted by Grantee or a third party.

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8. CONFIDENTIAL INFORMATION - STATE RECORDS

A. 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. Grantee shall provide for the security of all State Confidential Information in accordance with all applicable laws, rules, policies, publications, and guidelines. Grantee shall immediately forward any request or demand for State Records to the State's Principal Representative identified on the Cover Page of this Agreement.

B. 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 Subcontractor 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.

C. 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.

D. Incident Notice and Remediation

If Grantee becomes aware of any Incident, Grantee 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 that Grantee, and its agents, employees, and Subcontractors are not 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 costs thereof. The State may, in its sole discretion and at Grantee's sole expense, require Grantee to engage the services of an independent, qualified, State-approved third party to conduct a security audit. Grantee shall provide the State with the results of such audit and evidence of Grantee's planned remediation in response to any negative findings.

E. 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, including the requirements of any Exhibits hereto, at all times. As used in this section, the protections afforded Work Product only apply to Work Product that requires confidential treatment.

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F. 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, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Grantee shall be a "Third-Party Service Provider" as defined in §24-73-103(1)(i), C.R.S., and shall maintain security procedures and practices consistent with §§24-73-101, *et seq.*, C.R.S.

9. CONFLICTS OF INTEREST

A. Actual Conflicts of Interest

Grantee shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Grantee under this Agreement. Such a conflict of interest would arise when a Grantee or Subcontractor's employee, officer or agent were to offer or provide any tangible personal benefit to an employee of the State, or any member of his or her immediate family or his or her partner, related to the award of, entry into or management or oversight of this Agreement.

B. Apparent Conflicts of Interest

Grantee acknowledges that, with respect to this Agreement, even the appearance of a conflict of interest shall be harmful to the State's interests. Absent the State's prior written approval, Grantee shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee's obligations under this Agreement.

C. Disclosure to the State

If a conflict or the appearance of a conflict arises, or if Grantee is uncertain whether a conflict or the appearance of a conflict has arisen, 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.

D. Grantee acknowledges that all State employees are subject to the ethical principles described in §24-18-105, C.R.S. Grantee further acknowledges that State employees may be subject to the requirements of §24-18-105, C.R.S., with regard to this Agreement. For the avoidance of doubt, an actual or apparent conflict of interest shall exist if Grantee employs or contracts with any State employee, any former State employee within six months following such employee's termination of employment with the State, or any immediate family member of such current or former State employee. Grantee shall provide a disclosure statement as described in §9.C. no later than ten days following entry into a contractual or employment relationship as described in this section. Failure to timely submit a disclosure statement shall constitute a Breach of Agreement. Grantee may also be subject to such penalties as are allowed by law.

10. INSURANCE

Grantee shall obtain and maintain, and ensure that each Subcontractor shall obtain and maintain, insurance as specified in this section at all times during the term of this Agreement. All insurance policies required by this Agreement that are not provided through self-insurance shall be issued by insurance companies as approved by the State.

A. Workers' Compensation

Workers' compensation insurance as required by state statute, and employers' liability insurance covering all Grantee or Subcontractor employees acting within the course and scope of their employment.

B. General Liability

Commercial general liability insurance covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:

i. $1,000,000 each occurrence;
ii. $1,000,000 general aggregate;
iii. $1,000,000 products and completed operations aggregate; and

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iv. $50,000 any 1 fire.

C. Automobile Liability

Automobile liability insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of $1,000,000 each accident combined single limit.

D. Protected Information

Liability insurance covering all loss of State Confidential Information, such as PII, PHI, PCI, Tax Information, and CJI, and claims based on alleged violations of privacy rights through improper use or disclosure of protected information with minimum limits as follows:

i. $1,000,000 each occurrence; and
ii. $2,000,000 general aggregate.

E. Professional Liability Insurance

Professional liability insurance covering any damages caused by an error, omission or any negligent act with minimum limits as follows:

i. $1,000,000 each occurrence; and
ii. $1,000,000 general aggregate.

F. Crime Insurance

Crime insurance including employee dishonesty coverage with minimum limits as follows:

i. $1,000,000 each occurrence; and
ii. $1,000,000 general aggregate.

G. Additional Insured

The State shall be named as additional insured on all commercial general liability policies (leases and construction contracts require additional insured coverage for completed operations) required of Grantee and Subcontractors.

H. Primacy of Coverage

Coverage required of Grantee and each Subcontractor shall be primary over any insurance or self-insurance program carried by Grantee or the State.

I. Cancellation

All insurance policies shall include provisions preventing cancellation or non-renewal, except for cancellation based on non-payment of premiums, without at least 30 days prior notice to Grantee and Grantee shall forward such notice to the State in accordance with **§14** within 7 days of Grantee's receipt of such notice.

J. Subrogation Waiver

All insurance policies secured or maintained by Grantee or its Subcontractors in relation to this Agreement shall include clauses stating that each carrier shall waive all rights of recovery under subrogation or otherwise against Grantee or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

K. Public Entities

If Grantee is a "public entity" within the meaning of the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. (the "GIA"), Grantee shall maintain, in lieu of the liability insurance requirements stated above, at all times during the term of this Agreement such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA. If a Subcontractor is a public entity within the meaning of the GIA, Grantee shall ensure that the Subcontractor maintain at all times during the terms of this Grantee, in lieu of the liability insurance requirements stated above, such liability insurance, by commercial policy or self-insurance, as is necessary to meet the Subcontractor's obligations under the GIA.

L. Certificates

For each insurance plan provided by Grantee under this Agreement, Grantee shall provide to the State certificates evidencing Grantee's insurance coverage required in this Agreement prior to the Effective Date. Grantee shall provide to the State certificates evidencing Subcontractor insurance coverage required under this Agreement prior to the Effective Date, except that, if

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Grantee's subcontract is not in effect as of the Effective Date, Grantee shall provide to the State certificates showing Subcontractor insurance coverage required under this Agreement within seven Business Days following Grantee's execution of the subcontract. No later than 15 days before the expiration date of Grantee's or any Subcontractor's coverage, Grantee shall deliver to the State certificates of insurance evidencing renewals of coverage. At any other time during the term of this Agreement, upon request by the State, Grantee shall, within seven Business Days following the request by the State, supply to the State evidence satisfactory to the State of compliance with the provisions of this section.

11. BREACH OF AGREEMENT

In the event of a Breach of Agreement, the aggrieved Party shall give written notice of Breach of Agreement to the other Party. If the notified Party does not cure the breach, at its sole expense, within 30 days after the delivery of written notice, the Party may exercise any of the remedies as described in **§12** for that Party. Notwithstanding any provision of this Agreement to the contrary, the State, in its discretion, need not provide notice or a cure period and may immediately terminate this Agreement in whole or in part or institute any other remedy in this Agreement in order to protect the public interest of the State; or if Grantee is debarred or suspended under §24-109-105, C.R.S., the State, in its discretion, need not provide notice or cure period and may terminate this Agreement in whole or in part or institute any other remedy in this Agreement as of the date that the debarment or suspension takes effect.

12. REMEDIES

A. State's Remedies

If Grantee is in breach under any provision of this Agreement and fails to cure such breach, the State, following the notice and cure period set forth in **§11,** shall have all of the remedies listed in this section in addition to all other remedies set forth in this Agreement or at law. The State may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.

i. Termination for Breach of Agreement

In the event of Grantee's uncured breach, the State may terminate this entire Agreement or any part of this Agreement. Grantee shall continue performance of this Agreement to the extent not terminated, if any.

a. Obligations and Rights

To the extent specified in any termination notice, Grantee shall not incur further obligations or render further performance past the effective date of such notice, and shall terminate outstanding orders and subcontracts with third parties. However, Grantee shall complete and deliver to the State all Work not cancelled by the termination notice, and may incur obligations as necessary to do so within this Agreement's terms. At the request of the State, Grantee shall assign to the State all of Grantee's rights, title, and interest in and to such terminated orders or subcontracts. Upon termination, Grantee shall take timely, reasonable and necessary action to protect and preserve property in the possession of Grantee but in which the State has an interest. At the State's request, Grantee shall return materials owned by the State in Grantee's possession at the time of any termination. Grantee shall deliver all completed Work Product and all Work Product that was in the process of completion to the State at the State's request.

b. Payments

Notwithstanding anything to the contrary, the State shall only pay Grantee for accepted Work received as of the date of termination. If, after termination by the State, the State agrees that Grantee was not in breach or that Grantee's action or inaction was excusable, such termination shall be treated as a termination in the public interest, and the rights and obligations of the Parties shall be as if this Agreement had been terminated in the public interest under **§2.E.**

c. Damages and Withholding

Notwithstanding any other remedial action by the State, Grantee shall remain liable to the State for any damages sustained by the State in connection with any breach by

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Grantee, and the State may withhold payment to Grantee for the purpose of mitigating the State's damages until such time as the exact amount of damages due to the State from Grantee is determined. The State may withhold any amount that may be due Grantee as the State deems necessary to protect the State against loss including, without limitation, loss as a result of outstanding liens and excess costs incurred by the State in procuring from third parties replacement Work as cover.

ii. Remedies Not Involving Termination

The State, in its discretion, may exercise one or more of the following additional remedies:

a. Suspend Performance

Suspend Grantee's performance with respect to all or any portion of the Work pending corrective action as specified by the State without entitling Grantee to an adjustment in price or cost or an adjustment in the performance schedule. Grantee shall promptly cease performing Work and incurring costs in accordance with the State's directive, and the State shall not be liable for costs incurred by Grantee after the suspension of performance.

b. Withhold Payment

Withhold payment to Grantee until Grantee corrects its Work.

c. Deny Payment

Deny payment for Work not performed, or that due to Grantee's actions or inactions, cannot be performed or if they were performed are reasonably of no value to the State; provided, that any denial of payment shall be equal to the value of the obligations not performed.

d. Removal

Demand immediate removal of any of Grantee's employees, agents, or Subcontractors from the Work whom the State deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable or whose continued relation to this Agreement is deemed by the State to be contrary to the public interest or the State's best interest.

e. Intellectual Property

If any Work infringes, or if the State in its sole discretion determines that any Work is likely to infringe, a patent, copyright, trademark, trade secret or other intellectual property right, Grantee shall, as approved by the State **(i)** secure that right to use such Work for the State and Grantee; **(ii)** replace the Work with noninfringing Work or modify the Work so that it becomes noninfringing; or, **(iii)** remove any infringing Work and refund the amount paid for such Work to the State.

B. Grantee's Remedies

If the State is in breach of any provision of this Agreement and does not cure such breach, Grantee, following the notice and cure period in **§11** and the dispute resolution process in **§13** shall have all remedies available at law and equity.

13. DISPUTE RESOLUTION

A. Initial Resolution

Except as herein specifically provided otherwise, disputes concerning the performance of this Agreement which cannot be resolved by the designated Agreement representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager designated by Grantee for resolution.

B. Resolution of Controversies

If the initial resolution described in **§13.A** fails to resolve the dispute within 10 Business Days, Grantee shall submit any alleged breach of this Agreement by the State to the Procurement Official of the State Agency named on the Cover Page of this Agreement as described in §24-101-301(30), C.R.S., for resolution following the same resolution of controversies process as described in §§24-106-109, and 24-109-101.1 through 24-109-505, C.R.S., (collectively, the "Resolution Statutes"), except that if Grantee wishes to challenge any decision rendered by the Procurement

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Official, Grantee's challenge shall be an appeal to the executive director of the Department of Personnel and Administration, or their delegate, in the same manner as described in the Resolution Statutes before Grantee pursues any further action. Except as otherwise stated in this Section, all requirements of the Resolution Statutes shall apply including, without limitation, time limitations regardless of whether the Colorado Procurement Code applies to this Agreement.

14. NOTICES and REPRESENTATIVES

Each individual identified as a Principal Representative on the Cover Page for this Agreement shall be the principal representative of the designating Party. All notices required or permitted to be given under this Agreement shall be in writing, and shall be delivered **(A)** by hand with receipt required, **(B)** by certified or registered mail to such Party's principal representative at the address set forth on the Cover Page for this Agreement or **(C)** as an email with read receipt requested to the principal representative at the email address, if any, set forth on the Cover Page for this Agreement. If a Party delivers a notice to another through email and the email is undeliverable, then, unless the Party has been provided with an alternate email contact, the Party delivering the notice shall deliver the notice by hand with receipt required or by certified or registered mail to such Party's principal representative at the address set forth on the Cover Page for this Agreement. Either Party may change its principal representative or principal representative contact information, or may designate specific other individuals to receive certain types of notices in addition to or in lieu of a principal representative, by notice submitted in accordance with this section without a formal amendment to this Agreement. Unless otherwise provided in this Agreement, notices shall be effective upon delivery of the written notice.

15. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

A. Work Product

Whether or not Grantee is under contract with the State at the time, Grantee shall execute applications, assignments, and other documents, and shall render all other reasonable assistance requested by the State, to enable the State to secure patents, copyrights, licenses and other intellectual property rights related to the Work Product. The Parties intend the Work Product to be works made for hire. Grantee assigns to the State and its successors and assigns, the entire right, title, and interest in and to all causes of action, either in law or in equity, for past, present, or future infringement of intellectual property rights related to the Work Product and all works based on, derived from, or incorporating the Work Product.

B. Exclusive Property of the State

Except to the extent specifically provided elsewhere in this Agreement, all State Records, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and information provided by or on behalf of the State to Grantee are the exclusive property of the State (collectively, "State Materials"). Grantee shall not use, willingly allow, cause or permit Work Product or State Materials to be used for any purpose other than the performance of Grantee's obligations in this Agreement without the prior written consent of the State. Upon termination of this Agreement for any reason, Grantee shall provide all Work Product and State Materials to the State in a form and manner as directed by the State.

C. Exclusive Property of Grantee

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 and/or video, and third-party materials, delivered by Grantee under this 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 this Agreement or a State approved license agreement: (i) entered into as exhibits to this Agreement, (ii) obtained by the State from the applicable third-party vendor, or (iii) in the case of open source software, the license terms set forth in the applicable open source license agreement.

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16. GENERAL PROVISIONS

A. Assignment

Grantee's rights and obligations under this Agreement are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Agreement.

B. Subcontracts

Grantee shall not enter into any subgrant or subcontract in connection with its obligations under this Agreement without providing notice to the State. The State may reject any such Subcontractor, and Grantee shall terminate any subcontract that is rejected by the State and shall not allow any Subcontractor to perform any work after that Subcontractor's subcontract has been rejected by the State. Grantee shall submit to the State a copy of each such subgrant or subcontract upon request by the State. All subgrants and 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.

C. Binding Effect

Except as otherwise provided in **§16.A.**, all provisions of this Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

D. Authority

Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations have been duly authorized.

E. Captions and References

The captions and headings in this Agreement are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

F. Counterparts

This Agreement may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

G. Entire Understanding

This Agreement represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Agreement. Prior or contemporaneous additions, deletions, or other changes to this Agreement shall not have any force or effect whatsoever, unless embodied herein.

H. Digital Signatures

If any signatory signs this Agreement using a digital signature in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Agreement by reference.

I. Modification

Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment to this Agreement, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules. Modifications permitted under this Agreement, other than Agreement amendments, shall conform to the policies issued by the Colorado State Controller.

J. Statutes, Regulations, Fiscal Rules, and Other Authority

Any reference in this Agreement to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Effective Date of this Agreement.

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K. External Terms and Conditions

Notwithstanding anything to the contrary herein, the State shall not be subject to any provision included in any terms, conditions, or agreements appearing on Grantee's or a Subcontractor's website or any provision incorporated into any click-through or online agreements related to the Work unless that provision is specifically referenced in this Agreement.

L. Severability

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Agreement in accordance with the intent of this Agreement.

M. Survival of Certain Agreement Terms

Any provision of this Agreement that imposes an obligation on a Party after termination or expiration of this Agreement shall survive the termination or expiration of this Agreement and shall be enforceable by the other Party.

N. Taxes

The State is exempt from federal excise taxes under I.R.C. Chapter 32 (26 U.S.C., Subtitle D, Ch. 32) (Federal Excise Tax Exemption Certificate of Registry No. 84-730123K) and from State and local government sales and use taxes under §§39-26-704(1), *et seq.*, C.R.S. (Colorado Sales Tax Exemption Identification Number 98-02565). The State shall not be liable for the payment of any excise, sales, or use taxes, regardless of whether any political subdivision of the State imposes such taxes on Grantee. Grantee shall be solely responsible for any exemptions from the collection of excise, sales or use taxes that Grantee may wish to have in place in connection with this Agreement.

O. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described in **§16.A.,** 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 this Agreement, and do not create any rights for such third parties.

P. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

Q. CORA Disclosure

To the extent not prohibited by federal law, this Agreement and the performance measures and standards required under §24-106-107, C.R.S., if any, are subject to public release through the CORA.

R. Standard and Manner of Performance

Grantee shall perform its obligations under this Agreement in accordance with the highest standards of care, skill and diligence in Grantee's industry, trade, or profession.

S. Licenses, Permits, and Other Authorizations.

i. Grantee shall secure, prior to the Effective Date, and maintain at all times during the term of this Agreement, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement, and shall ensure that all employees, agents and Subcontractors secure and maintain at all times during the term of their employment, agency or Subcontractor, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Agreement.

ii. Grantee, if a foreign corporation or other foreign entity transacting business in the State of Colorado, shall obtain prior to the Effective Date and maintain at all times during the term of this Agreement, at its sole expense, a certificate of authority to transact business in the State of Colorado and designate a registered agent in Colorado to accept service of process.

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T. Accessibility

i. Grantee shall comply with and the Work Product provided under this Agreement 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 the Governor's Office of Information Technology (OIT), pursuant to Section §24-85-103 (2.5), 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), incorporated in the State of Colorado technology standards.

ii. 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.

17. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3)

These Special Provisions apply to all agreements except where noted in italics.

A. **STATUTORY APPROVAL. §24-30-202(1), C.R.S.**

This Agreement shall not be valid until it has been approved by the Colorado State Controller or designee. If this Agreement is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), C.R.S., then this Agreement shall not be valid until it has been approved by the State's Chief Information Officer or designee.

B. **FUND AVAILABILITY. §24-30-202(5.5), C.R.S.**

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

C. **GOVERNMENTAL IMMUNITY.**

Liability for claims for injuries to persons or property arising from the negligence of the State, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, et seq. C.R.S. No term or condition of this 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.

D. **INDEPENDENT CONTRACTOR.**

Grantee shall perform its duties hereunder as an independent contractor 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 (i) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (ii) provide proof thereof when requested by the State, and (iii) be solely responsible for its acts and those of its employees and agents**.

E. **COMPLIANCE WITH LAW.**

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.

F. **CHOICE OF LAW, JURISDICTION, AND VENUE.**

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Agreement. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be

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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.

G. **PROHIBITED TERMS.**

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 this provision in any way shall be void ab initio. Nothing in this Agreement shall be construed as a waiver of any provision of §24-106-109, C.R.S.

H. **SOFTWARE PIRACY PROHIBITION.**

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 restrictions.

I. **EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. §§24-18-201 and 24-50-507, C.R.S.**

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this 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. **VENDOR OFFSET AND ERRONEOUS PAYMENTS. §§24-30-202(1) and 24-30-202.4, C.R.S.**

[*Not applicable to intergovernmental agreements*] Subject to §24-30-202.4(3.5), C.R.S., the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: **(i)** unpaid child support debts or child support arrearages; **(ii)** unpaid balances of tax, accrued interest, or other charges specified in §§39-21-101, *et seq.*, C.R.S.; **(iii)** unpaid loans due to the Student Loan Division of the Department of Higher Education; **(iv)** amounts required to be paid to the Unemployment Compensation Fund; and **(v)** other unpaid debts owing to the State as a result of final agency determination or judicial action. The State may also recover, at the State's discretion, payments made to Grantee in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Grantee by deduction from subsequent payments under this Agreement, deduction from any payment due under any other contracts, grants or agreements between the State and Grantee, or by any other appropriate method for collecting debts owed to the State.

Docusign Envelope ID: 63CF8452-ACF7-885E-81E8-8DFA745A1026

EXHIBIT A, STATEMENT OF WORK AND BUDGET

Project Description	2026-SB267: Four (4) 35' Buses for Expansion		
Project End Date	June 30, 2028		
Subrecipient	Pueblo, City of	**UEID #**	NJK3BNUDRHJ7
Contact Name	Benjamin Valdez	**Vendor #**	2000036
Address	350 Alan Hamel Avenue Pueblo, CO 81003	**Phone #**	(719) 553-2725
Email	bvaldez@pueblo.us	**Indirect Rate**	N/A
WBS*	27395.10.50	**ALI**	11.13.02
Total Project Budget			**$970,097.00**
State SB-267 Funds (at 100% or less)			$970,097.00
Local Funds (at 0% or more)			$0.00
Total Project Amount Encumbered via this Grant Agreement			**$970,097.00**

*The WBS numbers may be replaced without changing the amount of the grant at CDOT's discretion.

A. Project Description

City of Pueblo shall use 2026 SB-267 funds, along with local matching funds, to purchase four (4) 35' buses for expansion as more fully described below. The purchase will support the goals of the Statewide Transit Plan.

City of Pueblo shall use capital funds to purchase the following ADA compliant vehicle(s) (Capital Asset(s)):

ALI	QTY	Fuel Type	Description	SB-267 Amount
11.13.02	4	Hybrid	Buy Expansion Bus - STD 35 FT	$970,097.00

B. Performance Standards

1. Project Milestones

Milestone Description	Original Estimated Completion Date
Submit Procurement Concurrence Request (PCR) in COTRAMS for Project Manager Approval	**7/1/2026**
Submit Purchase Authorization (PA) and solicitation docs in COTRAMS for Project Manager Approval	**8/1/2026**
Take Delivery of (First) Vehicle/Equipment/Project Property	**1/31/2028**
Take Delivery of and Accept All Vehicles/Equipment/Project Property	**4/30/2028**
Submit Reimbursement Request in COTRAMS	**5/17/2028**

IMPORTANT NOTE: All milestones in this Statement of Work (except for the final reimbursement request) must be completed no later than the expiration date of this Grant Agreement: **June 30, 2028.**

2. City of Pueblo shall use the Capital Asset(s) purchased in its transit operations and shall perform regularly recurring maintenance with specific performance measures tied to City of Pueblo's written maintenance plans, including manufacturer's recommendations and warranty program(s). City of Pueblo will measure whether this project is successful and improves the efficiency, effectiveness, and safety of transportation.

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3. Performance will be reviewed throughout the duration of this Grant Agreement. City of Pueblo shall report to the CDOT Project Manager whenever one or more of the following occurs:
   a. Budget or schedule changes;
   b. Scheduled milestone or completion dates are not met;
   c. Identification of problem areas and how the problems will be resolved; and/or
   d. Expected impacts and the efforts to recover from delays.

4. City of Pueblo shall submit all required reimbursements and project documents, including the assignment of "Colorado Department of Transportation" as the lienholder on the Capital Asset(s), as a condition of project closeout.

C. Project Budget

1. The Total Project Budget is $970,097.00. CDOT will pay no more than 100% of the eligible, actual project costs, up to the maximum amount of $970,097.00. CDOT will retain any remaining balance of the state share of SB-267 Funds. City of Pueblo shall be solely responsible for all costs incurred in the project in excess of the amount paid by CDOT from SB-267 Funds for the state share of eligible, actual costs. For CDOT accounting purposes, the SB-267 Funds of $970,097.00 will be encumbered for this Grant Agreement.

2. No refund or reduction of the amount of City of Pueblo's share to be provided for the project will be allowed unless there is at the same time a refund or reduction of the state share of a proportionate amount.

3. City of Pueblo may use eligible federal funds for the Local Funds share. City of Pueblo's share, together with the State SB-267 Funds share, shall be enough to ensure payment of the Total Project Budget.

4. Per the terms of this Grant Agreement, CDOT will have no obligation to provide state funds for use on this project. CDOT will administer SB-267 funds for this project under the terms of this Grant Agreement, provided that the state share of SB-267 funds to be administered by CDOT are made available and remain available. City of Pueblo shall initiate and prosecute to completion all actions necessary to enable City of Pueblo to provide its share of the Total Project Budget at or prior to the time that such funds are needed to meet the Total Project Budget.

D. Procurement

Procurement of the Capital Asset(s) by City of Pueblo shall comply with state procurement procedures and the DTR Quick Procurement Guide. In addition to the state requirements outlined below, state and federal procedures for purchase of the Capital Asset(s), including 2 CFR 200.320 (where applicable) shall be followed and outlined prior to procurement.

1. The first step in the procurement process will be to obtain an Independent Cost Estimate (ICE).

2. The second step, *and prior to soliciting a vendor,* will be to obtain Procurement Concurrence Request (PCR) approval from the CDOT Project Manager through COTRAMS. The request for PCR approval must include a copy of the proposed solicitation documents and the ICE.

3. The third step*, and prior to entering into a purchasing agreement or contract with the selected vendor*, will be to obtain Purchase Authorization (PA) approval from the CDOT Project Manager through COTRAMS. The request for PA approval must include a copy of the final solicitation documents (e.g. documented quote, quick bid, response(s) to RFP/IFB).

4. Upon delivery, City of Pueblo shall be responsible for having the Capital Asset(s) inspected and accepted within **fifteen (15) calendar days of delivery**. If defects

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prevent acceptance of the Capital Asset(s), City of Pueblo will contact the vendor to resolve any defects and notify CDOT.

5. City of Pueblo shall be responsible for reimbursing the selected vendor within **forty-five (45) calendar days of acceptance** of the Capital Asset(s).

E. Reimbursement Eligibility

Requests for reimbursement for eligible project costs will be paid to City of Pueblo upon submission of a complete reimbursement packet in COTRAMS for those eligible costs incurred during the Grant Agreement effective dates.

Accepted reimbursement packets will include the following completed documents:

- Independent Cost Estimate (ICE)
- Procurement Concurrence Request (PCR)
- Purchase Authorization (PA)
- Signed Notice of Acceptance (NA)
- Signed Security Agreement (SA)
- Application for Title showing “Colorado Department of Transportation” as the lienholder
- Invoice
- Proof of Payment
- Post Delivery Certifications

City of Pueblo shall submit the final request for reimbursement within sixty (60) calendar days of acceptance of the Capital Asset(s) and submit a Grant Closeout and Liquidation (GCL) Form in COTRAMS within fifteen (15) calendar days of issuance of the final reimbursement payment.

F. State Interest-Service Life

The useful life of rolling stock begins on the date the vehicle is placed in revenue service and continues until it is removed from revenue service. The useful life in years refers to total time in transit revenue service, not time spent stockpiled or otherwise unavailable for regular transit use. The useful life in miles refers to total miles in transit revenue service. Non-revenue miles and periods of extended removal from service do not count towards useful life. Changes in operating circumstances, including unforeseen difficulty maintaining vehicles, higher cost of fuel, and changes in local law limiting where vehicles can be operated are not exemptions from useful life requirements.

Minimum useful life is the minimum number of years or miles, whichever comes first, that must be accumulated in revenue service before the Capital Asset(s) can be disposed of, in accordance with the State Management Plan.

CDOT maintains its share of the remaining state interest upon disposition of the Capital Asset(s) before the minimum useful life has been met or for a fair market value greater than $5,000 after the minimum useful life has been met, according to the provisions of the State Management Plan.

City of Pueblo shall not dispose or otherwise release the Capital Asset(s) to any other party while there is state interest in the Capital Asset(s) without prior approval from the CDOT Project Manager. City of Pueblo is responsible for making the request to the CDOT Project Manager in a timely manner, providing appropriate documentation, if indicated, when a disposition and lien release is being requested in order to allow CDOT to process the release of any lien(s).

CDOT and City of Pueblo will work in conjunction with Department of Revenue to assure the lien is released according to state rules.

G. Training

In an effort to enhance transit safety, City of Pueblo and any subrecipients and subcontractors shall make a good faith effort to ensure that appropriate training of agency and contracted personnel is

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occurring and that personnel are up to date in appropriate certifications. In particular, City of Pueblo shall ensure that driving personnel are provided professional training in defensive driving and training on the handling of mobility devices and transporting older adults and individuals with disabilities.

H. Safety Data

City of Pueblo and any subrecipients and subcontractors shall maintain and submit, as requested, data related to bus safety. This may include, but not be limited to, the number of vehicle accidents within certain measurement parameters set forth by CDOT, the number and extent of passenger injuries or claims, and the number and extent of employee accidents, injuries and incidents.

I. Restrictions on Lobbying

City of Pueblo is certifying that it complies with 2 CFR 200.450 by entering into this Grant Agreement.

J. Special Conditions

1. City of Pueblo shall comply with all requirements imposed by CDOT on City of Pueblo so that the state award is used in accordance with state statutes, regulations, and the terms and conditions of the state award.

2. City of Pueblo shall permit CDOT and their auditors to have access to City of Pueblo's records and financial statements as necessary, with reasonable advance notice.

3. Except as provided in this Grant Agreement, City of Pueblo shall not be reimbursed for any purchase, issued purchase order, or leased capital equipment prior to the execution of this Grant Agreement.

4. City of Pueblo shall document any loss, damage, or theft of FTA- or state-funded property, equipment, or rolling stock in COTRAMS.

5. City of Pueblo shall ensure that it does not exclude from participation in, deny the benefits of, or subject to discrimination any person in the United States on the ground of race, color, national origin, sex, age or disability in accordance with Title VI of the Civil Rights Act of 1964.

6. City of Pueblo shall provide transportation services to persons with disabilities, in accordance with Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq.

7. City of Pueblo shall agree to maintain documentation that supports compliance with the Americans with Disabilities Act (ADA) and produce said documentation to CDOT upon request.

8. City of Pueblo shall develop and maintain an ADA Program in accordance with 28 CFR Part 35, Nondiscrimination on the Basis of Disability in State and Local Government Services, FTA Circular 4710.1, and any additional requirements established by CDOT for transit grant subrecipients.

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EXHIBIT B, SAMPLE OPTION LETTER

State Agency
Department of Transportation

Grantee
[Insert Grantee's Full Legal Name, including "Inc.", "LLC", etc.]

Current Agreement Maximum Amount

Initial Term
FASTER Funds Maximum Amount
State Fiscal Year [20xx] [$0.00]

Extension Terms
State Fiscal Year [20xx] [$0.00]
State Fiscal Year [20xx] [$0.00]
State Fiscal Year [20xx] [$0.00]
State Fiscal Year [20xx] [$0.00]
Local Funds [$0.00]
Total for All Agreement Terms [$0.00]

Option Letter Number
[Insert the Option Number (e.g. "1" for the first option)]

Original Agreement Number
[Insert CMS number or Other Contract Number of the Original Contract]

Option Agreement Number
[Insert CMS number or Other Contract Number of this Option]

Agreement Performance Beginning Date
[Month, Day, Year

Current Agreement Expiration Date
[Month, Day, Year]

1. **OPTIONS:**
   A. Option to extend for an Extension Term
2. **REQUIRED PROVISIONS:**
   A. **For use with Option 1(A):** In accordance with Section(s) 2.B/2.C of the Original Agreement referenced above, the State hereby exercises its option for an additional term/end of term extension, beginning Insert start date and ending on the current agreement expiration date shown above, at the rates stated in the Original Agreement, as amended.
3. **OPTION EFFECTIVE DATE:**
   A. The effective date of this Option Letter is upon approval of the State Controller or or [Enter date], whichever is later.

STATE OF COLORADO
Jared S. Polis, Governor
Department of Transportation
Shoshana M. Lew, Executive Director

_____
By: [Name & Title of Person Signing for Agency or IHE]
Date: _____

In accordance with §24-30-202, C.R.S., this Option 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

Option Effective Date:_____

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EXHIBIT C, TITLE VI – CIVIL RIGHTS

Nondiscrimination Requirements

The Parties shall not exclude from participation in, deny the benefits of, or subject to discrimination any person in the United States on the ground of race, color, national origin, sex, age or disability. During the performance of this Agreement, the Grantee, for itself, its assignees and successors in interest (hereinafter referred to as the "Grantee") agrees as follows:

(1) Compliance with Regulations: The Grantee shall comply with the Regulation relative to nondiscrimination in federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this Agreement.

(2) Nondiscrimination: The Grantee, with regard to the Work performed by it during the Agreement, shall not discriminate on the grounds of race, color, national origin, or sex in the selection and retention of subgrantees, including procurements of materials and leases of equipment. The Grantee shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in Appendix B of the Regulations.

(3) Solicitations for Subgrantees, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Grantee for Work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subgrantee or supplier shall be notified by the Grantee of the Grantee's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, national origin or sex.

(4) Information and Reports: The Grantee shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Colorado Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Grantee is in the exclusive possession of another who fails or refuses to furnish this information the Grantee shall so certify to the Colorado Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of the Grantee's noncompliance with the nondiscrimination provisions of this Agreement, the Colorado Department of Transportation shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to:

  (a) withholding of payments to the Grantee under the Agreement until the Grantee complies, and/or

  (b) cancellation, termination or suspension of the Agreement, in whole or in part.

(6) Incorporation of Provisions: The Grantee shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The Grantee shall take such action with respect to any subcontract or procurement as the Colorado Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance; provided, however, that, in the event a Grantee becomes involved in, or is threatened with, litigation with a subgrantee or supplier as a result of such direction, the Grantee may request the Colorado Department of Transportation to enter into such litigation to protect the interests of the Colorado Department of Transportation.

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Exhibit D-PII Certification

State of Colorado

Third Party Entity/Organization Certification for Access TO PII through a Database or Automated Network

Pursuant to § 24-74-105, C.R.S., I, _____, on behalf of _____ (legal name of entity / organization) (the "Organization"), hereby certify under the penalty of perjury that the Organization has not and will not use or disclose any Personal Identifying Information, as defined by § 24-74-102(1), C.R.S., for the purpose of investigating for, participating in, cooperating with, or assisting Federal Immigration Enforcement, including the enforcement of civil immigration laws, and the Illegal Immigration and Immigrant Responsibility Act, which is codified at 8 U.S.C. §§ 1325 and 1326, unless required to do so to comply with Federal or State law, or to comply with a court-issued subpoena, warrant or order.
I hereby represent and certify that I have full legal authority to execute this certification on behalf of the Organization.

Signature:
_____
Printed Name:
_____
Title:
_____
Date:_____

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: June 22, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Clyde Bishop, City Clerk

FROM: Benjamin Valdez, Director of Transit

SUBJECT: AN ORDINANCE APPROVING, ACCEPTING, BUDGETING, AND APPROPRIATING A DEPARTMENT OF TRANSPORTATION GRANT NUMBER 26-HTR-ZL-00196 ADMINISTERED BY THE COLORADO DEPARTMENT OF TRANSPORTATION, TO DISBURSE SENATE BILL 267 FUNDS, AWARD, AND APPLICABLE CONDITIONS PERTAINING THERETO, BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND THE COLORADO DEPARTMENT OF TRANSPORTATION, ESTABLISHING PROJECT NUMBER BC2601, BUDGETING AND APPROPRIATING $19,610 DOLLARS FOR WORKFORCE DEVELOPMENT, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

Attached is a Grant Award 26-HTR-ZL-00196 between the City of Pueblo and The Colorado Department of Transportation for $19,610

PREVIOUS COUNCIL ACTION:

No previous Council actions

BACKGROUND:

The City of Pueblo has been awarded a Colorado Department of Transportation SB-267 grant in the amount of $19,610, which provides the State match for the workforce development of the Pueblo Transit employees. This State grant matches the Federal portion of the workforce development project. The grant scope of work includes the following project:

Scope	Scope	ALI Description	quantity	Federal	State Local	Total	Federal Share	Local Share
35' Gillig Hybrid Electric	111-00 11.12.02	Bus STD 35 FT	12	$ 11,707,128	$ 2,910,293	$ 14,617,421	0.80090243	0.19909757
35' Gillig Hybrid Electric Expansion	111-00 11.13.02	Bus STD 35 FT	4	$ 3,902,376	$ 970,097	$ 4,872,473	0.80090254	0.19909746
Workforce Development	117-00 11.7D.02	Employee Ed/Training	1	$ 78,440	$ 19,610	$ 98,050	0.8	0.2
				$ 15,687,944	$ 3,900,000	$ 19,587,944		

FINANCIAL IMPLICATIONS:

This Ordinance requires no expenditure of City funds and imposes no cost on the City. The Federal share of the workforce development project is matched by State funds, and no City match is required.

BOARD/COMMISSION RECOMMENDATION:

Pueblo Transit Board recommends approval.

STAKEHOLDER PROCESS:

Not applicable.

ALTERNATIVES:

The alternative, should this Ordinance not pass, is for the City of Pueblo to not be able to provide workforce development training to its Pueblo Transit employees.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. CDOT 4 Work Force Development - Contract Agreement 26-HTR-ZL-00196

ORDINANCE NO.

AN ORDINANCE APPROVING, ACCEPTING, BUDGETING, AND APPROPRIATING A DEPARTMENT OF TRANSPORTATION GRANT NUMBER 26-HTR-ZL-00196 ADMINISTERED BY THE COLORADO DEPARTMENT OF TRANSPORTATION, TO DISBURSE SENATE BILL 267 FUNDS, AWARD, AND APPLICABLE CONDITIONS PERTAINING THERETO, BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND THE COLORADO DEPARTMENT OF TRANSPORTATION, ESTABLISHING PROJECT NUMBER BC2601, BUDGETING AND APPROPRIATING $19,610 DOLLARS FOR WORKFORCE DEVELOPMENT, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

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

SECTION 1.

The Awarding of the 26-HTR-ZL-00196 to the City of Pueblo, Pueblo Transit, a true copy of which is attached hereto, is hereby approved and accepted in accordance with its terms and conditions

SECTION 2.

The Mayor of the City is authorized to execute the Grant Award acceptance in the name of and on behalf of the City, and the Mayor is authorized to execute any and all other certifications, assurances and other documents associated therewith

SECTION 3.

Project Number BC2601 is hereby established, to the extent not already established, and the sum of $19,610 from Colorado Department of Transportation Grant 26-HTR-ZL-00196 is hereby budgeted and appropriated to Project Number BC2601, therefore

SECTION 4.

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

SECTION 5.

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

Council

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

_____
President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

_____
_____
_____
_____

_____
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

_____
City Clerk

STATE OF COLORADO INTERGOVERNMENTAL GRANT AGREEMENT

COVER PAGE

State Agency Department of Transportation		**Agreement Number/PO Number** 26-HTR-ZL-00196 / 491004221
Grantee City of Pueblo		**Agreement Performance Beginning Date** The Effective Date
		Initial Agreement Expiration Date June 30, 2028
Grant Agreement Amount		**Fund Expenditure End Date** June 30, 2028
Initial Term		
SB-267 Funds Maximum Amount	$19,610.00	**Agreement Authority** Authority to enter into this Agreement exists in CRS §§43-1-106, 43-1-110, 43-1-117, 43-2-101(4)(c), 43-4-811(2), SB18-001, SB17-228 and SB17-267.
Total for all Agreement Terms	$19,610.00	

Agreement Purpose
The purpose of this Grant is for CDOT to disburse SB-267 Program Funds to Grantee to conduct work within the provisions of this Grant.

Exhibits and Order of Precedence
The following Exhibits and attachments are included with this Agreement:

1. Exhibit A, Statement of Work and Budget.
2. Exhibit B, Sample Option Letter.
3. Exhibit C, Title VI-Civil Rights.

In the event of a conflict or inconsistency between this Agreement and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:

1. Exhibit C, Title VI-Civil Rights.
2. Colorado Special Provisions in **§17** of the main body of this Agreement.
3. The provisions of the other sections of the main body of this Agreement.
4. Exhibit A, Statement of Work and Budget.
5. Executed Option Letters (if any).

Principal Representatives

For the State:
Leslie Ralston
Division of Transit and Rail
2829 W. Howard Place
Denver, CO 80204
leslie.ralston@state.co.us

For Grantee:
Benjamin Valdez
City of Pueblo
350 Alan Hamel Avenue
Pueblo, CO 81003
bvaldez@pueblo.us

Contract Number: 26-HTR-ZL-00196 / 491004221

SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT

Each person signing this Agreement represents and warrants that the signer is duly authorized to execute this Agreement and to bind the Party authorizing such signature.

Grantee Signature
City of Pueblo

By: Signed by: Heather Graham 3A85950B7BCA462...

Name: Heather Graham

Title: Mayor

Date: 6/9/2026

STATE OF COLORADO
Jared S. Polis, Governor
Department of Transportation
Shoshana M. Lew, Executive Director

By: DocuSigned by: keith Stefanik 63C1F827D40E4B3...

Name: Keith Stefanik

Title: Chief Engineer

Date: 6/9/2026

Second Grantee Signature, if Needed
City of Pueblo

By: _____

Name: _____

Title: _____

Date: _____

LEGAL REVIEW

Philip J. Weiser, Attorney General

_____
By: Assistant Attorney General

Date: _____

In accordance with §24-30-202, C.R.S., this Agreement is not valid until signed and dated below by the State Controller or an authorized delegate.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

DocuSigned by: Lon Copeland 8DA801C3CFAC478...
By: Department of Transportation

Effective Date: 6/9/2026

1. PARTIES

This Agreement is entered into by and between Grantee named on the Cover Page for this Agreement (the "Grantee"), and the STATE OF COLORADO acting by and through the State agency named on the Cover Page for this Agreement (the "State"). Grantee and the State agree to the terms and conditions in this Agreement.

2. TERM AND EFFECTIVE DATE

A. Effective Date

This Agreement shall not be valid or enforceable until the Effective Date, and the Grant Funds shall be expended by the Fund Expenditure End Date shown on the Cover Page for this Agreement. The State shall not be bound by any provision of this Agreement before the Effective Date, and shall have no obligation to pay Grantee for any Work performed or expense incurred before the Effective Date, except as described in **§5.D**, or after the Fund Expenditure End Date. If the Work will be performed in multiple phases, the period of performance start and end date of each phase is detailed under the Project Schedule in **Exhibit A**.

B. Initial Term

The Parties' respective performances under this Agreement shall commence on the Agreement Performance Beginning Date shown on the Cover Page for this Agreement and shall terminate on the Initial Agreement Expiration Date shown on the Cover Page for this Agreement (the "Initial Term") unless sooner terminated or further extended in accordance with the terms of this Agreement.

C. Extension Terms - State's Option

The State, at its discretion, shall have the option to extend the performance under this Agreement beyond the Initial Term for a period, or for successive periods, of one year or less at the same rates and under the same terms specified in this Agreement (each such period an "Extension Term"). In order to exercise this option, the State shall provide written notice to Grantee in a form substantially equivalent to Sample Option Letter attached to this Agreement.

D. End of Term Extension

If this Agreement approaches the end of its Initial Term, or any Extension Term then in place, the State, at its discretion, upon written notice to Grantee in a form substantially equivalent to the Sample Option Letter attached to this Agreement, may unilaterally extend such Initial Term or Extension Term for a period not to exceed two months (an "End of Term Extension"), regardless of whether additional Extension Terms are available or not. The provisions of this Agreement in effect when such notice is given shall remain in effect during the End of Term Extension. The End of Term Extension shall automatically terminate upon execution of a replacement Agreement or modification extending the total term of this Agreement.

E. Early Termination in the Public Interest

The State is entering into this Agreement to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Agreement ceases to further the public interest of the State, the State, in its discretion, may terminate this Agreement in whole or in part. A determination that this Agreement should be terminated in the public interest shall not be equivalent to a State right to terminate for convenience. This subsection shall not apply to a termination of this Agreement by the State for Breach of Agreement by Grantee, which shall be governed by **§12.A.i**.

i. Method and Content

The State shall notify Grantee of such termination in accordance with **§14**. The notice shall specify the effective date of the termination and whether it affects all or a portion of this Agreement, and shall include, to the extent practicable, the public interest justification for the termination.

ii. Obligations and Rights

Upon receipt of a termination notice for termination in the public interest, Grantee shall be subject to the rights and obligations set forth in **§12.A.i.a.**

iii. Payments

If the State terminates this Agreement in the public interest, the State shall pay Grantee an amount equal to the percentage of the total reimbursement payable under this Agreement that corresponds to the percentage of Work satisfactorily completed and accepted, as determined by the State, less payments previously made. Additionally, if this Agreement is less than 60% completed, as determined by the State, the State may reimburse Grantee for a portion of actual out-of-pocket expenses, not otherwise reimbursed under this Agreement, incurred by Grantee which are directly attributable to the uncompleted portion of Grantee's obligations, provided that the sum of any and all reimbursement shall not exceed the Grant Maximum Amount payable to Grantee hereunder.

F. Grantee's Termination Under State Requirements

Grantee may request termination of this Grant by sending notice 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.

3. DEFINITIONS

The following terms shall be construed and interpreted as follows:

A. **"Agreement"** means this agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto.

B. **"Breach of Agreement"** means the failure of a Party to perform any of its obligations in accordance with this Agreement, in whole or in part or in a timely or satisfactory manner. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Grantee, or the appointment of a receiver or similar officer for Grantee or any of its property, which is not vacated or fully stayed within 30 days after the institution of such proceeding, shall also constitute a breach. If Grantee is debarred or suspended under §24-109-105, C.R.S., at any time during the term of this Agreement, then such debarment or suspension shall constitute a breach.

C. **"Budget"** means the budget for the Work described in Exhibit A.

D. **"Business Day"** means any day other than Saturday, Sunday, or a legal holiday as listed in §24-11-101(1), C.R.S.

E. **"CORA"** means the Colorado Open Records Act, §§24-72-200.1, et seq., C.R.S.

F. **"Deliverable"** means the outcome to be achieved or output to be provided, in the form of a tangible or intangible Good or Service that is produced as a result of Grantee's Work that is intended to be delivered by Grantee.

G. **"Effective Date"** means the date on which this Agreement is approved and signed by the Colorado State Controller or designee, as shown on the Signature Page for this Agreement.

H. **"End of Term Extension"** means the time period defined in §2.D.

I. **"Exhibits"** means the exhibits and attachments included with this Agreement as shown on the Cover Page for this Agreement.

J. **"Extension Term"** means the time period defined in §2.C.

K. **"Goods"** means any movable material acquired, produced, or delivered by Grantee as set forth in this Agreement and shall include any movable material acquired, produced, or delivered by Grantee in connection with the Services.

L. **"Grant Funds"** means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Agreement.

M. **"Grant Maximum Amount"** means an amount equal to the total of Grant Funds for this Agreement.

N. **"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, which are included as part of the Work, as described in §§24-37.5-401, et seq., C.R.S. Incidents include, without limitation (i) successful attempts to gain unauthorized access to a State system or State Records regardless of where such information is located; (ii) unwanted disruption or denial of service; (iii) the unauthorized use of a State system for the processing or storage of data; or (iv) changes to State system hardware, firmware, or software characteristics without the State's knowledge, instruction, or consent.

O. **"Initial Term"** means the time period defined in §2.B.

P. **"Matching Funds"** (Local Funds) means the funds provided by Grantee as a match required to receive the Grant Funds.

Q. **"Party"** means the State or Grantee, and "Parties" means both the State and Grantee.

R. **"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. PII includes, but is not limited to, all information defined as personally identifiable information in §§24-72-501 and 24-73-101, C.R.S.

S. **"Services"** means the services to be performed by Grantee as set forth in this Agreement, and shall include any services to be rendered by Grantee in connection with the Goods.

T. **"State Confidential Information"** means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to PII, and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Grantee which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Grantee without restrictions at the time of its disclosure to Grantee; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Grantee to the State; (iv) is disclosed to Grantee, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.

U. **"State Fiscal Rules"** means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a), C.R.S.

V. **"State Fiscal Year"** means a 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.

W. **"State Records"** means any and all State data, information, and records, regardless of physical form.

X. **"Subcontractor"** means any third party engaged by Grantee to aid in performance of the Work. "Subcontractor" also includes sub-grantees of Grant Funds.

Y. **"Work"** means the Goods delivered and Services performed pursuant to this Agreement.

Z. **"Work Product"** means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, information, and any other results of the Work. "Work Product" does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work.

Any other term used in this Agreement that is defined elsewhere in this Agreement or in an Exhibit shall be construed and interpreted as defined in that section.

4. STATEMENT OF WORK

Grantee shall complete the Work as described in this Agreement and in accordance with the provisions of Exhibit A. The State shall have no liability to compensate Grantee for the delivery of any goods or the performance of any services that are not specifically set forth in this Agreement.

5. PAYMENTS TO GRANTEE

A. Grant Maximum Amount

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 Grant Maximum Amount for that State Fiscal Year shown on the Cover Page of this Agreement as "SB-267 Funds Maximum Amount".

B. Payment Procedures

i. Invoices and Payment

a. The State shall pay Grantee in the amounts and in accordance with the conditions set forth in Exhibit A.

b. Grantee shall initiate payment requests by invoice to the State, in a form and manner approved by the State.

c. Any advance payment allowed under this Agreement, shall comply with State Fiscal Rules and be made in accordance with the provisions of this Agreement and its Exhibits. Eligibility and submission for advance payment is subject to State approval and must include approved documentation in the form and manner set forth and approved by the State.

d. The State shall pay each invoice within 45 days following the State's receipt of that invoice, so long as the amount invoiced correctly represents Work completed by Grantee and previously accepted by the State during the term that the invoice covers. If the State determines that the amount of any invoice is not correct, then Grantee shall make all changes necessary to correct that invoice.

e. The acceptance of an invoice shall not constitute acceptance of any Work performed or Deliverables provided under this Agreement.

ii. Interest

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 of 1% per month, as required by §24-30-202(24)(a), C.R.S., until paid in full; provided, however, that interest shall not accrue on unpaid amounts that the State disputes in writing. Grantee shall invoice the State separately for accrued interest on delinquent amounts, and the invoice shall reference the delinquent payment, the number of days' interest to be paid and the interest rate.

iii. Payment Disputes

If 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.

iv. Available Funds-Contingency-Termination

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 Services and Goods that are delivered and accepted prior to the effective date of notice of termination, and this termination shall otherwise be treated as if this Agreement were terminated in the public interest as described in **§2.E.**

C. Matching Funds

Grantee shall provide Matching Funds as provided in **§5.A** and Exhibit A. Grantee shall have raised the full amount of Matching Funds prior to the Effective Date and shall report to the State regarding the status of such funds upon request. Grantee's obligation to pay all or any part of any Matching Funds, whether direct or contingent, only extends 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" in Exhibit A 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. If Grantee is a public entity, 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.

D. Reimbursement of Grantee Costs

i. Any costs incurred by Grantee prior to the Effective Date shall not be reimbursed.

ii. The State shall reimburse Grantee's allowable costs, not exceeding the Grant Maximum Amount shown on the Cover Page of this Agreement and on Exhibit A for all allowable costs described in this Agreement and shown in Exhibit A, except that Grantee may adjust the amounts between each line item of Exhibit A without formal modification to this Agreement as long as the Grantee provides notice to the State of the change, the change does not modify the Grant Maximum Amount of this Agreement or the Grant Maximum Amount for any State Fiscal Year, and the change does not modify any requirements of the Work.

iii. 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 for the Goods and Services provided; 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 cost actually incurred.)

iv. Grantee's costs for Work performed after the Fund Expenditure End Date shown on the Signature and Cover Page for this Agreement, or after any phase performance period end date for a respective phase of the Work, shall not be reimbursable. Grantee shall initiate any payment request by submitting invoices to the State in the form and manner set forth and approved by the State.

E. Close-Out

Grantee shall close out this Award within 45 days after the Fund Expenditure End Date shown on the Cover Page for this Agreement. 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. The State will withhold 5% of allowable costs until all final documentation has been submitted and accepted by the State as substantially complete.

6. REPORTING - NOTIFICATION

A. Quarterly Reports

In addition to any reports required pursuant to any other Exhibit, for any Agreement having a term longer than three months, Grantee shall submit, on a quarterly basis, a written report specifying progress made for each specified performance measure and standard in this Agreement. Such progress report shall be in accordance with the procedures developed and prescribed by the State. Progress reports shall be submitted to the State not later than five Business Days following the end of each calendar quarter or at such time as otherwise specified by the State.

B. Litigation 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's Principal Representative identified on the Cover Page for this Agreement.

C. Performance and Final Status

Grantee shall submit all financial, performance and other reports to the State no later than 45 calendar days after the end of the Initial Term if no Extension Terms are exercised, or the final Extension Term exercised by the State, containing an evaluation and review of Grantee's performance and the final status of Grantee's obligations hereunder.

D. Violations Reporting

Grantee shall disclose, in a timely manner, in writing to the State, all violations of State criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal Award. The State 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.

7. GRANTEE RECORDS

A. Maintenance

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 and the delivery of Services (including, but not limited to, the operation of programs) or Goods hereunder (collectively, the "Grantee Records"). Grantee shall maintain such records for a 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 (the "Record Retention Period"). If any litigation, claim, or audit related to this Award starts before expiration of the Record Retention Period, the Record Retention Period shall extend until all litigation, claims, or audit findings have been resolved and final action taken by the State or Federal Awarding Agency. The Federal Awarding Agency, a cognizant agency for audit, oversight or indirect costs, and the State, may notify 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.

B. Inspection

Grantee shall permit the State and any other duly authorized agent of the State 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.

C. Monitoring

The State and any other duly authorized agent of the State, in its discretion, may monitor Grantee's performance of its obligations under this Agreement using procedures as determined by the State. The State shall have the right, in its sole discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The State shall monitor Grantee's performance in a manner that does not unduly interfere with Grantee's performance of the Work.

D. Final Audit Report

Grantee shall promptly submit to the State a copy of any final audit report of an audit performed on Grantee's records that relates to or affects this Agreement or the Work, whether the audit is conducted by Grantee or a third party.

8. CONFIDENTIAL INFORMATION - STATE RECORDS

A. 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. Grantee shall provide for the security of all State Confidential Information in accordance with all applicable laws, rules, policies, publications, and guidelines. Grantee shall immediately forward any request or demand for State Records to the State's Principal Representative identified on the Cover Page of this Agreement.

B. 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 Subcontractor 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.

C. 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.

D. Incident Notice and Remediation

If Grantee becomes aware of any Incident, Grantee 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 that Grantee, and its agents, employees, and Subcontractors are not 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

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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 costs thereof. The State may, in its sole discretion and at Grantee's sole expense, require Grantee to engage the services of an independent, qualified, State-approved third party to conduct a security audit. Grantee shall provide the State with the results of such audit and evidence of Grantee's planned remediation in response to any negative findings.

E. 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, including the requirements of any Exhibits hereto, at all times. As used in this section, the protections afforded Work Product only apply to Work Product that requires confidential treatment.

F. 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, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Grantee shall be a "Third-Party Service Provider" as defined in §24-73-103(1)(i), C.R.S., and shall maintain security procedures and practices consistent with §§24-73-101, *et seq.*, C.R.S.

9. CONFLICTS OF INTEREST

A. Actual Conflicts of Interest

Grantee shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Grantee under this Agreement. Such a conflict of interest would arise when a Grantee or Subcontractor's employee, officer or agent were to offer or provide any tangible personal benefit to an employee of the State, or any member of his or her immediate family or his or her partner, related to the award of, entry into or management or oversight of this Agreement.

B. Apparent Conflicts of Interest

Grantee acknowledges that, with respect to this Agreement, even the appearance of a conflict of interest shall be harmful to the State's interests. Absent the State's prior written approval, Grantee shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee's obligations under this Agreement.

C. Disclosure to the State

If a conflict or the appearance of a conflict arises, or if Grantee is uncertain whether a conflict or the appearance of a conflict has arisen, 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.

D. Grantee acknowledges that all State employees are subject to the ethical principles described in §24-18-105, C.R.S. Grantee further acknowledges that State employees may be subject to the requirements of §24-18-105, C.R.S., with regard to this Agreement. For the avoidance of doubt, an actual or apparent conflict of interest shall exist if Grantee employs or contracts with any State employee, any former State employee within six months following such employee's termination of employment with the State, or any immediate family member of such current or former State employee. Grantee shall provide a disclosure statement as described in §9.C. no later than ten days following entry into a contractual or employment relationship as described

in this section. Failure to timely submit a disclosure statement shall constitute a Breach of Agreement. Grantee may also be subject to such penalties as are allowed by law.

10. INSURANCE

Grantee shall obtain and maintain, and ensure that each Subcontractor shall obtain and maintain, insurance as specified in this section at all times during the term of this Agreement. All insurance policies required by this Agreement that are not provided through self-insurance shall be issued by insurance companies as approved by the State.

A. Workers' Compensation

Workers' compensation insurance as required by state statute, and employers' liability insurance covering all Grantee or Subcontractor employees acting within the course and scope of their employment.

B. General Liability

Commercial general liability insurance covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:

i. $1,000,000 each occurrence;
ii. $1,000,000 general aggregate;
iii. $1,000,000 products and completed operations aggregate; and
iv. $50,000 any 1 fire.

C. Automobile Liability

Automobile liability insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of $1,000,000 each accident combined single limit.

D. Protected Information

Liability insurance covering all loss of State Confidential Information, such as PII, PHI, PCI, Tax Information, and CJI, and claims based on alleged violations of privacy rights through improper use or disclosure of protected information with minimum limits as follows:

i. $1,000,000 each occurrence; and
ii. $2,000,000 general aggregate.

E. Professional Liability Insurance

Professional liability insurance covering any damages caused by an error, omission or any negligent act with minimum limits as follows:

i. $1,000,000 each occurrence; and
ii. $1,000,000 general aggregate.

F. Crime Insurance

Crime insurance including employee dishonesty coverage with minimum limits as follows:

i. $1,000,000 each occurrence; and
ii. $1,000,000 general aggregate.

G. Additional Insured

The State shall be named as additional insured on all commercial general liability policies (leases and construction contracts require additional insured coverage for completed operations) required of Grantee and Subcontractors.

H. Primacy of Coverage

Coverage required of Grantee and each Subcontractor shall be primary over any insurance or self-insurance program carried by Grantee or the State.

I. Cancellation

All insurance policies shall include provisions preventing cancellation or non-renewal, except for cancellation based on non-payment of premiums, without at least 30 days prior notice to Grantee and Grantee shall forward such notice to the State in accordance with **§14** within 7 days of Grantee's receipt of such notice.

J. Subrogation Waiver

All insurance policies secured or maintained by Grantee or its Subcontractors in relation to this Agreement shall include clauses stating that each carrier shall waive all rights of recovery under subrogation or otherwise against Grantee or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

K. Public Entities

If Grantee is a "public entity" within the meaning of the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. (the "GIA"), Grantee shall maintain, in lieu of the liability insurance requirements stated above, at all times during the term of this Agreement such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA. If a Subcontractor is a public entity within the meaning of the GIA, Grantee shall ensure that the Subcontractor maintain at all times during the terms of this Grantee, in lieu of the liability insurance requirements stated above, such liability insurance, by commercial policy or self-insurance, as is necessary to meet the Subcontractor's obligations under the GIA.

L. Certificates

For each insurance plan provided by Grantee under this Agreement, Grantee shall provide to the State certificates evidencing Grantee's insurance coverage required in this Agreement prior to the Effective Date. Grantee shall provide to the State certificates evidencing Subcontractor insurance coverage required under this Agreement prior to the Effective Date, except that, if Grantee's subcontract is not in effect as of the Effective Date, Grantee shall provide to the State certificates showing Subcontractor insurance coverage required under this Agreement within seven Business Days following Grantee's execution of the subcontract. No later than 15 days before the expiration date of Grantee's or any Subcontractor's coverage, Grantee shall deliver to the State certificates of insurance evidencing renewals of coverage. At any other time during the term of this Agreement, upon request by the State, Grantee shall, within seven Business Days following the request by the State, supply to the State evidence satisfactory to the State of compliance with the provisions of this section.

11. BREACH OF AGREEMENT

In the event of a Breach of Agreement, the aggrieved Party shall give written notice of Breach of Agreement to the other Party. If the notified Party does not cure the breach, at its sole expense, within 30 days after the delivery of written notice, the Party may exercise any of the remedies as described in **§12** for that Party. Notwithstanding any provision of this Agreement to the contrary, the State, in its discretion, need not provide notice or a cure period and may immediately terminate this Agreement in whole or in part or institute any other remedy in this Agreement in order to protect the public interest of the State; or if Grantee is debarred or suspended under §24-109-105, C.R.S., the State, in its discretion, need not provide notice or cure period and may terminate this Agreement in whole or in part or institute any other remedy in this Agreement as of the date that the debarment or suspension takes effect.

12. REMEDIES

A. State's Remedies

If Grantee is in breach under any provision of this Agreement and fails to cure such breach, the State, following the notice and cure period set forth in **§11**, shall have all of the remedies listed in this section in addition to all other remedies set forth in this Agreement or at law. The State may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.

i. Termination for Breach of Agreement

In the event of Grantee's uncured breach, the State may terminate this entire Agreement or any part of this Agreement. Grantee shall continue performance of this Agreement to the extent not terminated, if any.

a. Obligations and Rights

To the extent specified in any termination notice, Grantee shall not incur further obligations or render further performance past the effective date of such notice, and shall terminate outstanding orders and subcontracts with third parties. However, Grantee shall complete and deliver to the State all Work not cancelled by the termination notice, and may incur obligations as necessary to do so within this Agreement's terms. At the request of the State, Grantee shall assign to the State all of Grantee's rights, title, and interest in and to such terminated orders or subcontracts. Upon termination, Grantee shall take timely, reasonable and necessary action to protect and preserve property in the possession of Grantee but in which the State has an interest. At the State's request, Grantee shall return materials owned by the State in Grantee's possession at the time of any termination. Grantee shall deliver all completed Work Product and all Work Product that was in the process of completion to the State at the State's request.

b. Payments

Notwithstanding anything to the contrary, the State shall only pay Grantee for accepted Work received as of the date of termination. If, after termination by the State, the State agrees that Grantee was not in breach or that Grantee's action or inaction was excusable, such termination shall be treated as a termination in the public interest, and the rights and obligations of the Parties shall be as if this Agreement had been terminated in the public interest under **§2.E.**

c. Damages and Withholding

Notwithstanding any other remedial action by the State, Grantee shall remain liable to the State for any damages sustained by the State in connection with any breach by Grantee, and the State may withhold payment to Grantee for the purpose of mitigating the State's damages until such time as the exact amount of damages due to the State from Grantee is determined. The State may withhold any amount that may be due Grantee as the State deems necessary to protect the State against loss including, without limitation, loss as a result of outstanding liens and excess costs incurred by the State in procuring from third parties replacement Work as cover.

ii. Remedies Not Involving Termination

The State, in its discretion, may exercise one or more of the following additional remedies:

a. Suspend Performance

Suspend Grantee's performance with respect to all or any portion of the Work pending corrective action as specified by the State without entitling Grantee to an adjustment in price or cost or an adjustment in the performance schedule. Grantee shall promptly cease performing Work and incurring costs in accordance with the State's directive, and the State shall not be liable for costs incurred by Grantee after the suspension of performance.

b. Withhold Payment

Withhold payment to Grantee until Grantee corrects its Work.

c. Deny Payment

Deny payment for Work not performed, or that due to Grantee's actions or inactions, cannot be performed or if they were performed are reasonably of no value to the State; provided, that any denial of payment shall be equal to the value of the obligations not performed.

d. Removal

Demand immediate removal of any of Grantee's employees, agents, or Subcontractors from the Work whom the State deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable or whose continued relation to this Agreement is deemed by the State to be contrary to the public interest or the State's best interest.

e. Intellectual Property

If any Work infringes, or if the State in its sole discretion determines that any Work is likely to infringe, a patent, copyright, trademark, trade secret or other intellectual property right, Grantee shall, as approved by the State **(i)** secure that right to use such Work for the State and Grantee; **(ii)** replace the Work with noninfringing Work or modify the Work so that it becomes noninfringing; or, **(iii)** remove any infringing Work and refund the amount paid for such Work to the State.

B. Grantee's Remedies

If the State is in breach of any provision of this Agreement and does not cure such breach, Grantee, following the notice and cure period in **§11** and the dispute resolution process in **§13** shall have all remedies available at law and equity.

13. DISPUTE RESOLUTION

A. Initial Resolution

Except as herein specifically provided otherwise, disputes concerning the performance of this Agreement which cannot be resolved by the designated Agreement representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager designated by Grantee for resolution.

B. Resolution of Controversies

If the initial resolution described in **§13.A** fails to resolve the dispute within 10 Business Days, Grantee shall submit any alleged breach of this Agreement by the State to the Procurement Official of the State Agency named on the Cover Page of this Agreement as described in §24-101-301(30), C.R.S., for resolution following the same resolution of controversies process as described in §§24-106-109, and 24-109-101.1 through 24-109-505, C.R.S., (collectively, the "Resolution Statutes"), except that if Grantee wishes to challenge any decision rendered by the Procurement Official, Grantee's challenge shall be an appeal to the executive director of the Department of Personnel and Administration, or their delegate, in the same manner as described in the Resolution Statutes before Grantee pursues any further action. Except as otherwise stated in this Section, all requirements of the Resolution Statutes shall apply including, without limitation, time limitations regardless of whether the Colorado Procurement Code applies to this Agreement.

14. NOTICES and REPRESENTATIVES

Each individual identified as a Principal Representative on the Cover Page for this Agreement shall be the principal representative of the designating Party. All notices required or permitted to be given under this Agreement shall be in writing, and shall be delivered **(A)** by hand with receipt required, **(B)** by certified or registered mail to such Party's principal representative at the address set forth on the Cover Page for this Agreement or **(C)** as an email with read receipt requested to the principal representative at the email address, if any, set forth on the Cover Page for this Agreement. If a Party delivers a notice to another through email and the email is undeliverable, then, unless the Party has been provided with an alternate email contact, the Party delivering the notice shall deliver the notice by hand with receipt required or by certified or registered mail to such Party's principal representative at the address set forth on the Cover Page for this Agreement. Either Party may change its principal representative or principal representative contact information, or may designate specific other individuals to receive certain types of notices in addition to or in lieu of a principal representative, by notice submitted in accordance with this section without a formal amendment to this Agreement. Unless otherwise provided in this Agreement, notices shall be effective upon delivery of the written notice.

15. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

A. Work Product

Whether or not Grantee is under contract with the State at the time, Grantee shall execute applications, assignments, and other documents, and shall render all other reasonable assistance requested by the State, to enable the State to secure patents, copyrights, licenses and other intellectual property rights related to the Work Product. The Parties intend the Work Product to be works made for hire. Grantee assigns to the State and its successors and assigns, the entire right, title, and interest in and to all causes of action, either in law or in equity, for past, present, or future infringement of intellectual property rights related to the Work Product and all works based on, derived from, or incorporating the Work Product.

B. Exclusive Property of the State

Except to the extent specifically provided elsewhere in this Agreement, all State Records, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and information provided by or on behalf of the State to Grantee are the exclusive property of the State (collectively, "State Materials"). Grantee shall not use, willingly allow, cause or permit Work Product or State Materials to be used for any purpose other than the performance of Grantee's obligations in this Agreement without the prior written consent of the State. Upon termination of this Agreement for any reason, Grantee shall provide all Work Product and State Materials to the State in a form and manner as directed by the State.

C. Exclusive Property of Grantee

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 and/or video, and third-party materials, delivered by Grantee under this 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 this Agreement or a State approved license agreement: (i) entered into as exhibits to this Agreement, (ii) obtained by the State from the applicable third-party vendor, or (iii) in the case of open source software, the license terms set forth in the applicable open source license agreement.

16. GENERAL PROVISIONS

A. Assignment

Grantee's rights and obligations under this Agreement are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Agreement.

B. Subcontracts

Grantee shall not enter into any subgrant or subcontract in connection with its obligations under this Agreement without providing notice to the State. The State may reject any such Subcontractor, and Grantee shall terminate any subcontract that is rejected by the State and shall not allow any Subcontractor to perform any work after that Subcontractor's subcontract has been rejected by the State. Grantee shall submit to the State a copy of each such subgrant or subcontract upon request by the State. All subgrants and 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.

C. Binding Effect

Except as otherwise provided in **§16.A.**, all provisions of this Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

D. Authority

Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations have been duly authorized.

E. Captions and References

The captions and headings in this Agreement are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

F. Counterparts

This Agreement may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

G. Entire Understanding

This Agreement represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Agreement. Prior or contemporaneous additions, deletions, or other changes to this Agreement shall not have any force or effect whatsoever, unless embodied herein.

H. Digital Signatures

If any signatory signs this Agreement using a digital signature in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Agreement by reference.

I. Modification

Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment to this Agreement, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules. Modifications permitted under this Agreement, other than Agreement amendments, shall conform to the policies issued by the Colorado State Controller.

J. Statutes, Regulations, Fiscal Rules, and Other Authority

Any reference in this Agreement to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Effective Date of this Agreement.

K. External Terms and Conditions

Notwithstanding anything to the contrary herein, the State shall not be subject to any provision included in any terms, conditions, or agreements appearing on Grantee's or a Subcontractor's website or any provision incorporated into any click-through or online agreements related to the Work unless that provision is specifically referenced in this Agreement.

L. Severability

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Agreement in accordance with the intent of this Agreement.

M. Survival of Certain Agreement Terms

Any provision of this Agreement that imposes an obligation on a Party after termination or expiration of this Agreement shall survive the termination or expiration of this Agreement and shall be enforceable by the other Party.

N. Taxes

The State is exempt from federal excise taxes under I.R.C. Chapter 32 (26 U.S.C., Subtitle D, Ch. 32) (Federal Excise Tax Exemption Certificate of Registry No. 84-730123K) and from State and local government sales and use taxes under §§39-26-704(1), *et seq.*, C.R.S. (Colorado Sales Tax Exemption Identification Number 98-02565). The State shall not be liable for the payment of any excise, sales, or use taxes, regardless of whether any political subdivision of the State imposes such taxes on Grantee. Grantee shall be solely responsible for any exemptions from the collection of excise, sales or use taxes that Grantee may wish to have in place in connection with this Agreement.

O. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described in **§16.A.**, 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 this Agreement, and do not create any rights for such third parties.

P. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

Q. CORA Disclosure

To the extent not prohibited by federal law, this Agreement and the performance measures and standards required under §24-106-107, C.R.S., if any, are subject to public release through the CORA.

R. Standard and Manner of Performance

Grantee shall perform its obligations under this Agreement in accordance with the highest standards of care, skill and diligence in Grantee's industry, trade, or profession.

S. Licenses, Permits, and Other Authorizations.

i. Grantee shall secure, prior to the Effective Date, and maintain at all times during the term of this Agreement, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement, and shall ensure that all employees, agents and Subcontractors secure and maintain at all times during the term of their employment, agency or Subcontractor, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Agreement.

ii. Grantee, if a foreign corporation or other foreign entity transacting business in the State of Colorado, shall obtain prior to the Effective Date and maintain at all times during the term of this Agreement, at its sole expense, a certificate of authority to transact business in the State of Colorado and designate a registered agent in Colorado to accept service of process.

T. Accessibility

i. Grantee shall comply with and the Work Product provided under this Agreement 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 the Governor's Office of Information Technology (OIT), pursuant to Section §24-85-103 (2.5), 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), incorporated in the State of Colorado technology standards.

ii. 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.

17. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3)

These Special Provisions apply to all agreements except where noted in italics.

A. **STATUTORY APPROVALS. §24-30-202(1), C.R.S.**

This Agreement shall not be valid until it has been approved by the Colorado State Controller or designee. If this Agreement is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), C.R.S., then this Agreement shall not be valid until it has been approved by the State's Chief Information Officer or designee.

B. **FUND AVAILABILITY. §24-30-202(5.5), C.R.S.**

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

C. **GOVERNMENTAL IMMUNITY.**

Liability for claims for injuries to persons or property arising from the negligence of the State, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, et seq. C.R.S. No term or condition of this 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.

D. **INDEPENDENT CONTRACTOR.**

Grantee shall perform its duties hereunder as an independent contractor 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 (i) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (ii) provide proof thereof when requested by the State, and (iii) be solely responsible for its acts and those of its employees and agents.

E. **COMPLIANCE WITH LAW.**

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.

F. **CHOICE OF LAW, JURISDICTION, AND VENUE.**

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this 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.

G. **PROHIBITED TERMS.**

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 this provision in any way shall be void ab initio. Nothing in this Agreement shall be construed as a waiver of any provision of §24-106-109, C.R.S.

H. **SOFTWARE PIRACY Provisions.**

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 restrictions.

I. **Employee Financial Interest/Conflict of Interest §§24-18-201 and 24-50-507, C.R.S.**

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this 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. **Vendor Offset and Erroneous Payments §§24-30-202(1) and 24-30-202.4, C.R.S.**

[Not applicable to intergovernmental agreements] Subject to §24-30-202.4(3.5), C.R.S., the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (i) unpaid child support debts or child support arrearages; (ii) unpaid balances of tax, accrued interest, or other charges specified in §§39-21-101, et seq., C.R.S.; (iii) unpaid loans due to the Student Loan Division of the Department of Higher Education; (iv) amounts required to be paid to the Unemployment Compensation Fund; and (v) other unpaid debts owing to the State as a result of final agency determination or judicial action. The State may also recover, at the State's discretion, payments made to Grantee in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Grantee by deduction from subsequent payments under this Agreement, deduction from any payment due under any other contracts, grants or agreements between the State and Grantee, or by any other appropriate method for collecting debts owed to the State.

EXHIBIT A, STATEMENT OF WORK AND BUDGET

Project Description	2026-SB267: Workforce Development (Plan ID 2566)		
Project End Date	June 30, 2028		
Subrecipient	Pueblo, City of	**UEID #**	NJK3BNUDRHJ7
Contact Name	Benjamin Valdez	**Vendor #**	2000036
Address	350 Alan Hamel Avenue Pueblo, CO 81003	**Phone #**	(719) 553-2725
Email	bvaldez@pueblo.us	**Indirect Rate**	N/A
WBS*	27485.10.50	**ALI**	11.7D.02
Total Project Budget			**$19,610.00**
State SB-267 Funds (at or less)			$19,610.00
Local Funds (at or more)			$0.00
Total Project Amount Encumbered via this Grant Agreement			**$19,610.00**

*The WBS numbers may be replaced without changing the amount of the grant at CDOT's discretion.

A. Project Description

City of Pueblo shall use 2026 SB-267 funds, along with local matching funds, to purchase Workforce Development as more fully described below. The purchase will support the goals of the Statewide Transit Plan.

City of Pueblo shall use capital funds to purchase training courses for employees engaged in the implementation, operations, and/or maintenance of the Capital Project.

ALI	QTY	Fuel Type	Description	SB-267 Amount
11.7D.02	-	-	Workforce Development	$19,610.00

B. Performance Standards

1. Project Milestones

Milestone Description	Original Estimated Completion Date
Submit Procurement Concurrence Request (PCR) in COTRAMS for Project Manager Approval	**7/1/2026**
Submit Purchase Authorization (PA) and solicitation docs in COTRAMS for Project Manager Approval	**8/1/2026**
Begin Employee Training	**1/31/2028**
Complete Employee Training	**5/31/2028**
Submit Reimbursement Request in COTRAMS	**6/30/2028**

IMPORTANT NOTE: All milestones in this Statement of Work (except for the final reimbursement request) must be completed no later than the expiration date of this Grant Agreement: **June 30, 2028.**

2. City of Pueblo shall use the Capital Project purchased in its transit operations and shall complete employee training with specific performance measures tied to City of Pueblo's written maintenance plans, including manufacturer's recommendations and warranty program(s). City of Pueblo will measure whether this project is successful and improves the efficiency, effectiveness, and safety of transportation.

3. Performance will be reviewed throughout the duration of this Grant Agreement. City of Pueblo shall report to the CDOT Project Manager whenever one or more of the following occurs:
   a. Budget or schedule changes;
   b. Scheduled milestone or completion dates are not met;
   c. Identification of problem areas and how the problems will be resolved; and/or
   d. Expected impacts and the efforts to recover from delays.

C. Project Budget

1. The Total Project Budget is $19,610.00. CDOT will pay no more than 100% of the eligible, actual project costs, up to the maximum amount of $19,610.00. CDOT will retain any remaining balance of the state share of SB-267 Funds. City of Pueblo shall be solely responsible for all costs incurred in the project in excess of the amount paid by CDOT from SB-267 Funds for the state share of eligible, actual costs. For CDOT accounting purposes, the SB-267 Funds of $19,610.00 will be encumbered for this Grant Agreement.

2. No refund or reduction of the amount of City of Pueblo's share to be provided for the project will be allowed unless there is at the same time a refund or reduction of the state share of a proportionate amount.

3. City of Pueblo may use eligible federal funds for the Local Funds share. City of Pueblo's share, together with the State SB-267 Funds share, shall be enough to ensure payment of the Total Project Budget.

4. Per the terms of this Grant Agreement, CDOT will have no obligation to provide state funds for use on this project. CDOT will administer SB-267 funds for this project under the terms of this Grant Agreement, provided that the state share of SB-267 funds to be administered by CDOT are made available and remain available. City of Pueblo shall initiate and prosecute to completion all actions necessary to enable City of Pueblo to provide its share of the Total Project Budget at or prior to the time that such funds are needed to meet the Total Project Budget.

D. Procurement

Procurement of the Capital Asset(s) by City of Pueblo shall comply with state procurement procedures and the DTR Quick Procurement Guide. In addition to the state requirements outlined below, state and federal procedures for purchase of the Capital Asset(s), including 2 CFR 200.320 (where applicable) shall be followed and outlined prior to procurement.

1. The first step in the procurement process will be to obtain an Independent Cost Estimate (ICE).

2. The second step, *and prior to soliciting a vendor*, will be to obtain Procurement Concurrence Request (PCR) approval from the CDOT Project Manager through COTRAMS. The request for PCR approval must include a copy of the proposed solicitation documents and the ICE.

3. The third step, *and prior to entering into a purchasing agreement or contract with the selected vendor*, will be to obtain Purchase Authorization (PA) approval from the CDOT Project Manager through COTRAMS. The request for PA approval must include a copy of the final solicitation documents (e.g. documented quote, quick bid, response(s) to RFP/IFB).

4. Upon delivery, City of Pueblo shall be responsible for having the Capital Project inspected and accepted within **fifteen (15) calendar days of delivery**. If defects

prevent acceptance of the Capital Project, City of Pueblo will contact the vendor to resolve any defects and notify CDOT.

5. City of Pueblo shall be responsible for reimbursing the selected vendor within **forty-five (45) calendar days of acceptance** of the Capital Asset(s).

E. Reimbursement Eligibility

Requests for reimbursement for eligible project costs will be paid to City of Pueblo upon submission of a complete reimbursement packet in COTRAMS for those eligible costs incurred during the Grant Agreement effective dates.

Accepted reimbursement packets will include the following completed documents:

- Independent Cost Estimate (ICE)
- Procurement Concurrence Request (PCR)
- Purchase Authorization (PA)
- Signed Notice of Acceptance (NA)
- Invoice
- Proof of Payment

City of Pueblo shall submit the final request for reimbursement within sixty (60) calendar days of acceptance of the Capital Asset(s) and submit a Grant Closeout and Liquidation (GCL) Form in COTRAMS within fifteen (15) calendar days of issuance of the final reimbursement payment.

F. Training

In an effort to enhance transit safety, City of Pueblo and any subrecipients and subcontractors shall make a good faith effort to ensure that appropriate training of agency and contracted personnel is occurring and that personnel are up to date in appropriate certifications. In particular, City of Pueblo shall ensure that driving personnel are provided professional training in defensive driving and training on the handling of mobility devices and transporting older adults and individuals with disabilities.

G. Safety Data

City of Pueblo and any subrecipients and subcontractors shall maintain and submit, as requested, data related to bus safety. This may include, but not be limited to, the number of vehicle accidents within certain measurement parameters set forth by CDOT, the number and extent of passenger injuries or claims, and the number and extent of employee accidents, injuries and incidents.

H. Restrictions on Lobbying

City of Pueblo is certifying that it complies with 2 CFR 200.450 by entering into this Grant Agreement.

I. Special Conditions

1. City of Pueblo shall comply with all requirements imposed by CDOT on City of Pueblo so that the state award is used in accordance with state statutes, regulations, and the terms and conditions of the state award.

2. City of Pueblo shall permit CDOT and their auditors to have access to City of Pueblo's records and financial statements as necessary, with reasonable advance notice.

3. Except as provided in this Grant Agreement, City of Pueblo shall not be reimbursed for any purchase, issued purchase order, or leased capital equipment prior to the execution of this Grant Agreement.

4. City of Pueblo shall document any loss, damage, or theft of FTA- or state-funded

property, equipment, or rolling stock in COTRAMS.

5. City of Pueblo shall ensure that it does not exclude from participation in, deny the benefits of, or subject to discrimination any person in the United States on the ground of race, color, national origin, sex, age or disability in accordance with Title VI of the Civil Rights Act of 1964.

6. City of Pueblo shall provide transportation services to persons with disabilities, in accordance with Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq.

7. City of Pueblo shall agree to maintain documentation that supports compliance with the Americans with Disabilities Act (ADA) and produce said documentation to CDOT upon request.

8. City of Pueblo shall develop and maintain an ADA Program in accordance with 28 CFR Part 35, Nondiscrimination on the Basis of Disability in State and Local Government Services, FTA Circular 4710.1, and any additional requirements established by CDOT for transit grant subrecipients.

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EXHIBIT B, SAMPLE OPTION LETTER

State Agency
Department of Transportation

Grantee
[Insert Grantee's Full Legal Name, including "Inc.", "LLC", etc.]

Current Agreement Maximum Amount

Initial Term
SB-267 Funds Maximum Amount
Agreement Year 1 [$0.00]

Extension Terms
Agreement Year 2 [$0.00]
Agreement Year 3 [$0.00]
Agreement Year 4 [$0.00]
Agreement Year 5 [$0.00]

Total for All Agreement Terms [$0.00]

Option Letter Number
[Insert the Option Number (e.g. "1" for the first option)]

Original Agreement Number
[Insert CMS number or Other Agreement Number of the Original Agreement]

Option Agreement Number
[Insert CMS number or Other Agreement Number of this Option]

Agreement Performance Beginning Date
[Month, Day, Year

Current Agreement Expiration Date
[Month, Day, Year]

1. **OPTIONS:**
   A. Option to extend for an Extension Term and/or End of Term Extension.
2. **REQUIRED PROVISIONS:**
   A. For use with Option 1(A): In accordance with Section(s) 2.C/2.D of the Original Agreement referenced above, the State hereby exercises its option for an additional term/end of term extension, beginning Insert start date and ending on the current agreement expiration date shown above, at the rates stated in the Original Agreement, as amended.
3. **OPTION EFFECTIVE DATE:**
   A. The effective date of this Option Letter is upon approval of the State Controller or or [Enter date], whichever is later.

STATE OF COLORADO
Jared S. Polis, Governor
Department of Transportation
Shoshana M. Lew, Executive Director

By: _____

Name: _____

Title: _____

Date: _____

In accordance with §24-30-202, C.R.S., this Option is not valid until signed and dated below by the State Controller or an authorized delegate.
STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By:_____
By: Department of Transportation

Option Effective Date:_____

Docusign Envelope ID: 7796F465-B9A5-8EC7-8191-E351B78C4FCE

EXHIBIT C, TITLE VI - CIVIL RIGHTS

Nondiscrimination Requirements

The Parties shall not exclude from participation in, deny the benefits of, or subject to discrimination any person in the United States on the ground of race, color, national origin, sex, age or disability. During the performance of this Agreement, the Grantee, for itself, its assignees and successors in interest (hereinafter referred to as the "Grantee") agrees as follows:

(1) Compliance with Regulations: The Grantee shall comply with the Regulation relative to nondiscrimination in federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this Agreement.

(2) Nondiscrimination: The Grantee, with regard to the Work performed by it during the Agreement, shall not discriminate on the grounds of race, color, national origin, or sex in the selection and retention of subgrantees, including procurements of materials and leases of equipment. The Grantee shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in Appendix B of the Regulations.

(3) Solicitations for Subgrantees, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Grantee for Work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subgrantee or supplier shall be notified by the Grantee of the Grantee's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, national origin or sex.

(4) Information and Reports: The Grantee shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Colorado Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Grantee is in the exclusive possession of another who fails or refuses to furnish this information the Grantee shall so certify to the Colorado Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of the Grantee's noncompliance with the nondiscrimination provisions of this Agreement, the Colorado Department of Transportation shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to:

  (a) withholding of payments to the Grantee under the Agreement until the Grantee complies, and/or

  (b) cancellation, termination or suspension of the Agreement, in whole or in part.

(6) Incorporation of Provisions: The Grantee shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The Grantee shall take such action with respect to any subcontract or procurement as the Colorado Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance; provided, however, that, in the event a Grantee becomes involved in, or is threatened with, litigation with a subgrantee or supplier as a result of such direction, the Grantee may request the Colorado Department of Transportation to enter into such litigation to protect the interests of the Colorado Department of Transportation.

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: June 22, 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 ESTABLISHING PROJECT ACCOUNT ED2603 - ECON DEV STRATEGIC PLAN AND TRANSFERRING, BUDGETING, AND APPROPRIATING FUNDS IN THE AMOUNT OF $400,000 FROM THE UNAPPROPRIATED BALANCE OF THE 1992-2026 SALES AND USE TAX CAPITAL IMPROVEMENT PROJECTS FUND INTO ED2603 - ECON DEV STRATEGIC PLAN

SUMMARY:

This Ordinance provides funding for solicitation and award of a professional services contract for the purpose of developing a comprehensive economic development strategic plan for the City of Pueblo. Funds in the amount of $400,000 would be budgeted and appropriated from the unappropriated balance of the City's half-cent sales tax fund for economic development into a new project account dedicated for this purpose.

PREVIOUS COUNCIL ACTION:

Resolution No. 16120 was approved on September 8, 2025 directing staff to solicit qualifications from prospective economic development partners. Request for Qualifications (RFQ) No. 26-002 was subsequently issued January 8, 2026 soliciting qualifications from economic development consultants.

Ordinance No. 11125, approved by Council on February 23, 2026, expanded permissible uses of the half-cent sales and use tax fund to include economic catalyst projects, placemaking, and economic leakage prevention.

BACKGROUND:

Since 2008, the City of Pueblo operated under a contractual partnership with the Pueblo Economic Development Corporation (PEDCO), a private 501(c)(6) nonprofit organization providing business attraction, retention, and expansion services on behalf of the City. On September 8, 2025, City Council adopted Resolution No. 16120

directing the Mayor's Office to solicit qualifications from new economic development partners, and on September 29, 2025, the City issued formal notice to PEDCO of contract termination effective December 31, 2025. The conclusion of that relationship marked a fundamental transition in how the City will pursue economic growth going forward.

Concurrent with this transition, Council expanded the permissible uses of the voter-approved one-half cent sales and use tax in February 2026 to include economic catalyst projects, placemaking, and efforts to prevent economic leakage, modernizing the City's toolkit beyond its historical focus solely on primary-job-creation.

Voters also reaffirmed the importance of the half-cent sales tax fund for economic development in November 2025, extending collections through December 31, 2031.

This Ordinance appropriates $400,000 from the half-cent economic development fund to resource the development of a comprehensive, Pueblo-specific Economic Development Strategic Plan ("Strategic Plan") through a competitive request for proposal (RFP) process. The Strategic Plan will serve as the foundational policy document guiding the City's economic development activities for the next 5–10 years. It will address the full spectrum of economic development including:

- Business attraction, retention, and expansion; primary job creation; and workforce development
- Small business, entrepreneurship, and prevention of economic leakage
- Placemaking, quality of life, and downtown vitality
- Housing supply and neighborhood development
- Infrastructure capacity and site readiness
- Incentive structure, financial tools, and stewardship of the half-cent sales tax fund
- Regional partnerships, branding, and marketing

The planning process would begin with a candid, data-driven assessment of Pueblo's economic strengths, weaknesses, opportunities, and threats and honestly address the community's economic development-related structural challenges along with its unique competitive advantages, so that the resulting strategy is grounded in reality and broadly supported by the community. Extensive stakeholder engagement would be required and the selected consulting firm would need to demonstrate its experience developing successful, community-specific, and actionable economic development strategies in its proposal.

FINANCIAL IMPLICATIONS:

Approval of this Ordinance will appropriate $400,000 from the City's half-cent economic development fund for the purpose of procuring the required professional consulting services. While no new revenue would be directly generated by this action, the expenditure is an investment expected to yield long-term fiscal returns through the development of a comprehensive strategic plan that, once implemented, will guide the City toward achieving increased sales tax revenues, expanded primary employment,

improved competitiveness for State and Federal economic development resources, and a more disciplined and transparent framework for the City's incentive expenditures.

Without a guiding Strategic Plan, the City's economic development activities risk being reactive and ad hoc at the precise moment when the City is assuming direct responsibility for functions previously delegated to a third party. The cost of a credible Strategic Plan is modest relative to the scale of economic development investments the City will make over the plan period.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

Failure to approve this Ordinance will preclude the City from securing a professional services contract to develop an Economic Development Strategic Plan.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

None

ORDINANCE NO.

AN ORDINANCE ESTABLISHING PROJECT ACCOUNT ED2603 - ECON DEV STRATEGIC PLAN AND TRANSFERRING, BUDGETING, AND APPROPRIATING FUNDS IN THE AMOUNT OF $400,000 FROM THE UNAPPROPRIATED BALANCE OF THE 1992-2026 SALES AND USE TAX CAPITAL IMPROVEMENT PROJECTS FUND INTO ED2603 - ECON DEV STRATEGIC PLAN

WHEREAS, as a home rule municipality organized under Article XX, § 6 of the Colorado Constitution, the City of Pueblo possesses full power of self-government in local and municipal matters, including all powers necessary and proper for the government and administration thereof; the City's economic development activities constitute a matter of quintessentially local and municipal concern; and the City has authority to engage in economic development activities and to appropriate funds in furtherance of valid public purposes; and

WHEREAS, a vibrant and diversified local economy is essential to the City's ability to sustain public services, maintain infrastructure, and promote the general welfare of its residents; and

WHEREAS, the City partnered with the Pueblo Economic Development Corporation (PEDCO) under a contract executed in 2008 to carry out business attraction, retention, expansion, and primary job-creation activities on behalf of the City; and

WHEREAS, on September 8, 2025, City Council adopted Resolution No. 16120, directing the Mayor's Office to issue a Request for Qualifications for new economic development partners, reflecting Council's determination that a reassessment of the City's economic development structure was warranted; and

WHEREAS, consistent with Resolution No. 16120, the City issued formal notice of contract termination to PEDCO effective December 31, 2025, concluding a long-standing partnership and marking a fundamental transition in the City's approach to economic development; and

WHEREAS, in November 2025, Pueblo voters reaffirmed their commitment to economic development by approving a five-year extension of the one-half cent sales and use tax through December 31, 2031; and

WHEREAS, in February 2026, City Council adopted Ordinance No. 11125, expanding the permissible uses of the one-half cent sales and use tax fund to include economic catalyst projects, placemaking, and efforts to prevent economic leakage, reflecting a broader and more comprehensive vision of economic development for the City; and

WHEREAS, the City requires a comprehensive, professionally-developed strategic framework to guide its economic development activities across all relevant disciplines including, without limitation, business attraction, retention, and expansion; primary job creation; workforce development; small business and entrepreneurship; placemaking and quality of life; housing and neighborhood development; infrastructure and site readiness; incentive structure and financial tools; and regional collaboration, branding, and marketing; and

WHEREAS, development of a credible Strategic Plan must begin with a candid, data-driven assessment of Pueblo's economic strengths, weaknesses, opportunities, and threats, and must be informed by meaningful community engagement with residents, businesses, educational institutions, and regional partners; and

WHEREAS, the scope and professional standards required for the development of a comprehensive economic development Strategic Plan requires the engagement of an experienced, nationally credentialed economic development consulting firm to be selected through a competitive Request for Proposals process to ensure the Strategic Plan meets the

highest standards of professional practice; and

WHEREAS, the City Council finds that the expenditure of public funds is necessary and appropriate to fund the procurement and delivery of said consulting services, and that this expenditure constitutes a valid public purpose and a proper municipal function under Colorado law and the City's Charter; NOW THEREFORE,

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

SECTION 1.

Project Account ED2603 - Econ Dev Strategic Plan is hereby established.

SECTION 2.

Funds in the amount of $400,000 are hereby transferred from the unappropriated fund balance of the 1992 to 2026 sales and use tax capital improvement projects fund and budgeted and appropriated into Project Account ED2603 - Econ Dev Strategic Plan.

SECTION 3.

The Officers and staff of the City are hereby authorized to perform any and all acts which are consistent with this Ordinance which are necessary to implement the policies and transactions described herein.

SECTION 4.

The Ordinance shall become effective upon the date of final action by the Mayor and City Council.

Action by City Council:

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

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: June 22, 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 BEHM-HILL RANCH SUBDIVISION A SPECIAL AREA PLAN

SUMMARY:

A subdivision of 2.11 acres located on S. Prairie Blvd. into two Lots and one Parcel for residential development.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The proposed BEHM-Hill Subdivision, A Special Area Plan consists of one parcel and two lots. The site was developed in the County before being annexed into City limits as part of the Lake Minnequa Annexation in 1972. No new construction or other improvements can be approved by the City until and unless the site is subdivided. Furthermore, the subdivision must be accompanied by a Special Area Plan to provide access and frontage to the proposed Lot 2. Parcel A serves as a private right of way providing ingress/egress, frontage, and utility service to Lot 2.

The proposed Lot 1 contains approximately 0.59 acres of land. It is developed with a single-family residence, garage, and driveway. Lot 2 consists of approximately 1.38 acres of land. It is enclosed with a fence and developed a shed, garage, and two horse pens. There are two horses on the property, which is a use that has existed since 1972 when the property was annexed. The proposed subdivision is within a Single-Family Residential (R-2) Zone District. The R-2 District provides areas primarily for low-density housing with opportunities to allow moderate-density housing and limited commercial activities after additional review. The proposed lots meet the minimum lot size and width required under the R-2 District. The property owners of Lot 2 intend to build a single-family residence on their lot and continue owning horses. No other development is known at this time.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their March 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 two parcels will remain unsubdivided, and no new construction or improvements may be approved by the City.

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-25-09 Attachments

ORDINANCE NO.

AN ORDINANCE APPROVING THE BEHM-HILL RANCH SUBDIVISION A SPECIAL AREA PLAN

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

SECTION 1.

The final plat of the Behm-Hill Ranch Subdivision a Special Area Plan, being a subdivision of land legally described as
COMMENCING AT A POINT ON WEST LINE OF SECTION 14, 2941 FEET NORTH OF THE SOUTHWEST CORNER OF SAID SECTION 14, TOWNSHIP 21 SOUTH, RANGE 65 WEST; THENCE EAST AT RIGHT ANGLE TO WEST LINE OF SAID SECTION, 705 FEET, MORE OR LESS, TO THE WEST RIGHT OF WAY LINE OF THE MINNEQUA DITCH; THENCE NORTHERLY 0°35' WEST ALONG THE WEST LINE OF THE RIGHT OF WAY OF THE MINNEQUA DITCH, A DISTANCE OF 154.31 FEET, MORE OR LESS, TO A POINT AT RIGHT ANGLE TO WEST LINE OF SAID SECTION; THENCE WEST A DISTANCE OF 720.16 FEET MORE OR LESS TO A POINT ON THE WEST LINE OF SAID SECTION 14; THENCE SOUTH ALONG THE WEST LINE OF SAID SECTION 14 A DISTANCE OF 154 FEET, MORE OR LESS TO THE POINT OF BEGINNING, EXCEPT PORTIONS CONVEYED BY DEEDS RECORDED OCTOBER 28, 1975 IN BOOK 1828 AT PAGE 34 AND DECEMBER 1, 1975 IN BOOK 1831 AT PAGE 272. COUNTY OF PUEBLO, STATE OF COLORADO.
AND
THAT PATRICK HILL AND ELIZABETH BEHM BEING THE SOLE OWNER OF THE FOLLOWING DESCRIBED PARCEL OF LAND:
A TRACT OF LAND LOCATED IN THE NW1/4 OF SECTION 14, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH P.M. DESCRIBED AS;
COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 14; THENCE NORTH 0° 23' 49" EAST ALONG THE WEST LINE OF SAID SECTION 14, 3043.99 FEET TO A POINT; THENCE NORTH 89° 38' 37" EAST, 348 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 0° 22' 18" WEST, 104 FEET TO A POINT; THENCE NORTH 89° 41' 14" EAST, 389.57 FEET MORE OR LESS TO A POINT ON THE WEST RIGHT OF WAY LINE OF THE MINNEQUA DITCH; THENCE NORTH 0° 14' 21" WEST ALONG THIS WEST RIGHT OF WAY LINE 126.31 FEET TO A POINT; THENCE NORTH 8° 00' 24" EAST ALONG THIS WEST RIGHT OF WAY LINE 28.12 FEET TO A POINT;
THENCE SOUTH 89° 39' 55" WEST, 391.96 FEET, TO A POINT; THENCE SOUTH 0° 22' 18" WEST, 50 FEET., MORE OR LESS TO THE TRUE POINT OF BEGINNING.
AND
A RIGHT OF WAY TO BE USED AS A ROAD TO THE ABOVE DESCRIBED PARCEL, OVER THE TRACT DESCRIBED AS:
COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 14; THENCE NORTH 0° 23' 49" EAST ALONG WEST LINE OF SAID SECTION 14, 3043.99 FEET, TO THE TRUE POINT OF BEGINNING; THENCE NORTH 89° 38' 37" EAST, 348 FEET TO A POINT ON THE WEST LINE OF ABOVE DESCRIBED PARCEL; THENCE SOUTH 0° 22' 18" WEST ALONG THE WEST LINE OF SAID PARCEL, 20 FEET TO A POINT; THENCE SOUTH 89° 38' 37" WEST 348 FEET, MORE OR LESS TO A POINT IN THE WEST LINE OF SAID SECTION 14; THENCE NORTH 0° 23' 49" EAST ALONG THE WEST LINE OF SAID SECTION 14, 20 FEET, TO THE POINT OF BEGINNING; EXCEPTING AND SUBJECT TO THAT PART OF THE WEST END THEREOF, BEING APPROXIMATELY THE

WEST 33 FEET, THEREOF, LYING IN AND OCCUPIED BY PRAIRIE AVENUE.
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.

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 _____.

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

BEHM - HILL RANCH SUBDIVISION,
A SPECIAL AREA PLAN

A PORTION OF THE NE 1/4 OF SECTION 14, 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 LIZETTE RODRIGUEZ BEING THE SOLE OWNER OF THE FOLLOWING DESCRIBED PARCEL OF LAND:

A PARCEL OF LAND IN SECTION 14, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH P.M., COUNTY OF PUEBLO, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON WEST LINE OF SECTION 14, 2941 FEET NORTH OF THE SOUTHWEST CORNER OF SAID SECTION 14, TOWNSHIP 21 SOUTH, RANGE 65 WEST; THENCE EAST AT RIGHT ANGLE TO WEST LINE OF SAID SECTION, 705 FEET, MORE OR LESS, TO THE WEST RIGHT OF WAY LINE OF THE MINNEQUA DITCH; THENCE NORTHERLY 0°35' WEST ALONG THE WEST LINE OF THE RIGHT OF WAY OF THE MINNEQUA DITCH, A DISTANCE OF 154.31 FEET, MORE OR LESS, TO A POINT AT RIGHT ANGLE TO WEST LINE OF SAID SECTION; THENCE WEST A DISTANCE OF 720.16 FEET MORE OR LESS TO A POINT ON THE WEST LINE OF SAID SECTION 14; THENCE SOUTH ALONG THE WEST LINE OF SAID SECTION 14 A DISTANCE OF 154 FEET, MORE OR LESS TO THE POINT OF BEGINNING, EXCEPT PORTIONS CONVEYED BY DEEDS RECORDED OCTOBER 28, 1975 IN BOOK 1828 AT PAGE 34 AND DECEMBER 1, 1975 IN BOOK 1831 AT PAGE 272. COUNTY OF PUEBLO, STATE OF COLORADO.

SAID PARCELS CONTAINS 26.67 ACRES MORE OR LESS.

AND

THAT PATRICK HILL AND ELIZABETH BEHM BEING THE SOLE OWNER OF THE FOLLOWING DESCRIBED PARCEL OF LAND:

A TRACT OF LAND LOCATED IN THE NW1/4 OF SECTION 14, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH P.M. DESCRIBED AS;

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 14; THENCE NORTH 0° 23' 49" EAST ALONG THE WEST LINE OF SAID SECTION 14, 3043.99 FEET TO A POINT; THENCE NORTH 89° 38' 37" EAST, 348 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 0° 23' 18" WEST, 104 FEET TO A POINT; THENCE NORTH 89° 41' 14" EAST, 389.57 FEET MORE OR LESS TO A POINT ON THE WEST RIGHT OF WAY LINE OF THE MINNEQUA DITCH; THENCE NORTH 0° 14' 21" WEST ALONG THIS WEST RIGHT OF WAY LINE 126.31 FEET TO A POINT; THENCE NORTH 8° 00' 24" EAST ALONG THIS WEST RIGHT OF WAY LINE 28.12 FEET TO A POINT; THENCE SOUTH 89° 39' 55" WEST, 391.96 FEET, TO A POINT; THENCE SOUTH 0° 22' 18" WEST, 50 FEET., MORE OR LESS TO THE TRUE POINT OF BEGINNING.

AND

A RIGHT OF WAY TO BE USED AS A ROAD TO THE ABOVE DESCRIBED PARCEL, OVER THE TRACT DESCRIBED AS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 14; THENCE NORTH 0° 23' 49" EAST ALONG WEST LINE OF SAID SECTION 14, 3043.99 FEET, TO THE TRUE POINT OF BEGINNING; THENCE NORTH 89° 38' 37" EAST, 348 FEET TO A POINT ON THE WEST LINE OF ABOVE DESCRIBED PARCEL; THENCE SOUTH 0° 22' 18" WEST ALONG THE WEST LINE OF SAID PARCEL, 20 FEET TO A POINT; THENCE SOUTH 89° 38' 37" WEST 348 FEET, MORE OR LESS TO A POINT IN THE WEST LINE OF SAID SECTION 14; THENCE NORTH 0° 23' 49" EAST ALONG THE WEST LINE OF SAID SECTION 14, 20 FEET, TO THE POINT OF BEGINNING; EXCEPTING AND SUBJECT TO THAT PART OF THE WEST END THEREOF, BEING APPROXIMATELY THE WEST 33 FEET, THEREOF, LYING IN AND OCCUPIED BY PRAIRIE AVENUE. COUNTY OF PUEBLO, STATE OF COLORADO.

HAS CAUSED THE AFOREGOING DESCRIBED PROPERTY TO BE SURVEYED, PLATTED AND SUBDIVIDED INTO TWO (2) LOTS, AND ONE PARCEL 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 BEHM - HILL RANCH SUBDIVISION, A SPECIAL AREA PLAN.

PARCEL A IS HEREBY DEDICATED AS A PRIVATE RIGHT-OF-WAY FOR THE EXCLUSIVE USE OF LOT 2 INLCUDING AN EASEMENT FOR ALL PUBLIC UTILITIES AND PRIVATE INGRESS AND EGRESS

PUBLIC UTILITIES NOTED HEREON, WITHIN PARCEL A, IS HEREBY DEDICATED TO THE PUBLIC FOR PERPETUAL USE.

ALL SANITARY SEWER FACILITIES, LANDSCAPING, AND STREET IMPROVEMENTS, INCLUDING PAVEMENTS, CURBS, GUTTERS, AND SIDEWALKS, WHICH ARE LOCATED ON EASEMENTS OR PARCELS SHOWN HEREON SHALL BE INSTALLED,REPAIRED AND MAINTAINED IN GOOD WORKING ORDER AND CONDITION BY THE OWNERS OF ALL LOTS WITHIN THIS SUBDIVISION, SUBJECT TO THE TERMS AND CONDITIONS OF THE DECLARATION OF COVENANTS REFERENCED HEREON.

THE PRIVATE RIGHT-OF-WAY FOR INGRESS-EGRESS FOR THE BENEFIT OF LOT 2 LOCATED WITHIN PARCEL A SHOWN HEREON SHALL BE REPAIRED AND MAINTAINED BY THE OWNER(S) OF LOT 2.

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.

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."

ALL OF THE PROPERTY SHOWN ON THIS PLAT SHALL BE SUBJECT TO THE TERMS AND CONDITIONS DEFINED AND DESCRIBED IN THE DECLARATION OF COVENANTS DATED _____ , AND RECORDED IN THE OFFICE OF THE CLERK AND RECORDER OF PUEBLO COUNTY, COLORADO.

IN WITNESS WHEREOF THE FOLLOWING HAVE SET THEIR HAND:

_____ _____
LIZETTE RODRIGUEZ DATE

STATE OF TEXAS)
)S.S.
COUNTY OF EL PASO)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS_____ DAY OF_____ , 2026 BY LIZETTE RODRIGUEZ.

_____ MY COMMISSION EXPIRES: _____
NOTARY PUBLIC

_____ _____
PATRICK HILL DATE

_____ _____
ELIZABETH BEHM DATE

STATE OF COLORADO)
)S.S.
COUNTY OF PUEBLO)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS_____ DAY OF_____ , 2026 BY PATRICK HILL AND ELIZABETH BEHM.

_____ MY COMMISSION EXPIRES: _____
NOTARY PUBLIC

IMPROVEMENTS CERTIFICATION:

THIS IS TO CERTIFY THAT THE SUBDIVIDERS HAVES 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 BEHM - HILL RANCH SUBDIVISION, A SPECIAL AREA PLAN 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 LIZETTE RODRIGUEZ, PATRICK HILL AND ELIZABETH BEHM, THAT A SURVEY OF THE ABOVE DESCRIBED PREMISES WAS CONDUCTED UNDER MY RESPONSIBLE CHARGE IN NOVEMBER 2025 AND THAT THIS PLAT OF BEHM - HILL RANCH 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:

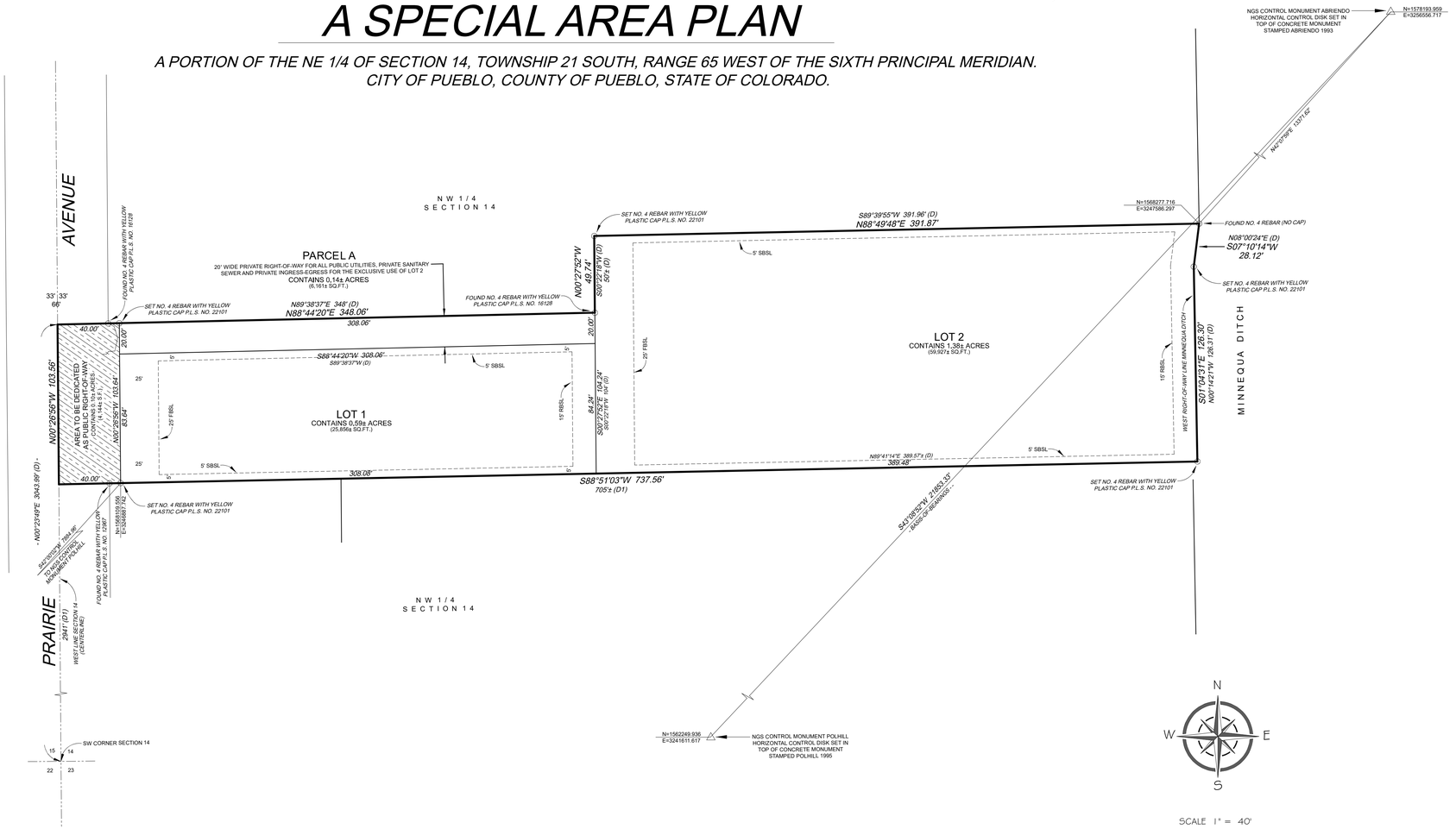
1.) A SEARCH FOR RECORDED RIGHTS OF WAY AND EASEMENTS WAS DONE BY FIDELITY NATIONAL TITLE, COMMITMENT NUMBER NO. 320-F12251-25 WITH AN EFFECTIVE DATE OF AUGUST 29, 2025 AT 8:00 A.M. (VESTED IN LIZETTE RODRIGUEZ) AND POLICY NO. 320-F06616-25, WITH A POLICY DATE OF JUNE 26, 2025 AT 11:16 A.M. (VESTED IN PATRICK HILL AND ELIZABETH BEHM)

2.) BEARINGS BASED ON THE COLORADO STATE PLANE COORDINATE SYSTEM OF 1983 (2007) SOUTH ZONE ESTABLISHED ON A LINE BETWEEN NGS CONTROL MONUMENT "ABRIENDO" AND NGS CONTROL MONUMENT "POLHILL" , MONUMENTED AT EACH END WITH A HORIZONTAL CONTROL DISK SET IN TOP OF CONCRETE MONUMENT, TO BEAR S43°08'52"W.

3.) DISTANCES SHOWN HEREON, EXCEPT AS NOTED, ARE GROUND DISTANCES. THE COMBINATION FACTOR FOR THIS PLAT IS 1.000263002. 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 "ABRIENDO". COORDINATES SHOWN HEREON, EXCEPT AS NOTED, ARE GROUND COORDINATES.

4.) ALL DISTANCES SHOWN HEREON ARE IN U.S. SURVEY FEET.

5.) THE PRIVATE DRIVEWAY FOR INGRESS-EGRESS FOR THE BENEFIT OF LOT 2 LOCATED WITHIN PARCEL A SHOWN HEREON SHALL BE REPAIRED AND MAINTAINED BY THE OWNER(S) OF LOT 2.



PROPERTY MAY BE SUBJECT TO: SCHEDULE B, PART II - EXCEPTIONS (COMMITMENT NO. 320-F12251-25, LIZETTE RODRIGUEZ)

1.) EXCEPTION NO. 8: TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS CONTAINED IN THE GRANT OF RIGHT OF WAY AS SET FORTH BELOW:

RECORDING DATE:OCTOBER 19, 1954, RECORDING NO: BOOK 1249 AT PAGE 145. (DOES NOT AFFECT, NORTH OF SUBJECT PROPERTY)

2.) EXCEPTION NO. 9: TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS CONTAINED IN THE GRANT OF RIGHT OF WAY AS SET FORTH BELOW:

RECORDING DATE:OCTOBER 19, 1954, RECORDING NO: BOOK 1249 AT PAGE 147. (DOES NOT AFFECT, NORTH OF SUBJECT PROPERTY)

3.) EXCEPTION NO. 10: TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS CONTAINED IN THE GRANT OF RIGHT OF WAY AS SET FORTH BELOW:

RECORDING DATE:OCTOBER 19, 1954, RECORDING NO: BOOK 1249 AT PAGE 149, (LIES WITHIN PRAIRIE AVENUE RIGHT-OF-WAY)

4.) EXCEPTION 11: TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS CONTAINED IN THE ORDINANCE NO. 3646 AS SET FORTH BELOW:

RECORDING DATE: DECEMBER 19, 1972, RECORDING NO: BOOK 1736 AT PAGE 431. (THE NW 1/4 OF SECTION 14, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH P.M. ANNEXED INTO THE CITY OF PUEBLO, ORDINANCE NO. 3646)

5.) EXCEPTION NO. 12. RIGHT OF WAY FOR ROAD CONVEYED IN WARRANTY DEED RECORDED OCTOBER 28, 1975 IN BOOK 1828 AT PAGE 34. (A PORTION OF THE 20' WIDE RIGHT-OF-WAY LIES WITHIN PARCEL A, SHOWN HEREON)

13. THE EFFECT, IF ANY, OF ASSESSMENTS THAT MAY BE LEVIED BY THE PUEBLO CONSERVANCY DISTRICT PER NOTICE OF AN ORDER RECORDED AUGUST 1, 2007 AT RECEPTION NO. 1736292. (NOT SURVEY RELATED)

14. RIGHT OF WAY FOR MINNEQUA DITCH AND SOUTH PRAIRIE AVENUE AS DEPICTED ON COUNTY ASSESSOR MAP. (SHOWN HEREON AS APPLICABLE)

PROPERTY MAY BE SUBJECT TO: SCHEDULE B, PART II - EXCEPTIONS (POLICY NO. 320-F06616-25, PATRICK HILL AND ELIZABETH BEHM)

1.) EXCEPTION NO. 7: RESERVATIONS CONTAINED IN THE PATENT FROM: THE UNITED STATES OF AMERICA RECORDING DATE: NOVEMBER 19, 1875 RECORDING NO: BOOK 10 PAGE 557. (REFERENCES TOWNSHIP 20 SOUTH, RANGES 63, 64 AND 65)

2.) EXCEPTION NO. 8: TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS CONTAINED IN THE ORDINANCE NO. 3646 AS SET FORTH BELOW: RECORDING DATE: DECEMBER 19, 1972 RECORDING NO: 439769. (AFFECTS THE NW 1/4 OF SECTION 14, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH P.M. ANNEXED INTO THE CITY OF PUEBLO)

3.) EXCEPTION NO. 9: EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, AND TERMS, CONDITIONS AND PROVISIONS OF THE AGREEMENT AS SET FORTH IN DOCUMENT SHOWN BELOW:
GRANTED TO: CITY OF PUEBLO PURPOSE: RIGHT OF WAY RECORDING DATE: SEPTEMBER 17, 1974 RECORDING NO: 480435 (MAY AFFECT, DESCRIBED WITHIN PRAIRIE AVENUE RIGHT-OF-WAY)

4.) EXCEPTION NO. 10: ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF THE LAND IN THE SPECIAL IMPROVEMENT DISTRICT N. 74-2, AS EVIDENCED BY INSTRUMENT(S) RECORDED JUNE 10, 1975, AT RECEPTION NO. 496018. (NOT SURVEY RELATED)

5.) EXCEPTION NO. 11: RIGHT OF WAY FOR DITCH OVER THE EAST SIDE OF SUBJECT PROPERTY AS SHOWN ON PUEBLO COUNTY GIS MAP INSOFAR AS THE SAME MAY AFFECT THE LAND. (WEST RIGHT-OF-WAY LINE OF DITCH SHOWN HEREON)

12. THE EFFECT OF INCLUSION OF THE LAND IN THE SOUTHERN COLORADO WATER CONSERVANCY DISTRICT. (NOT SURVEY RELATED)

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.

SPECIAL AREA PLAN NOTES

ZONE DISTRICT: R-2 (SINGLE FAMILY RESIDENTIAL)
ALL R-2 DISTRICT REGULATIONS APPLY TO THE DEVELOPMENT

TOTAL DWELLING UNITS: TWO (2)

AREA: 1.97 ACRES

DENSITY: 1.10 D.U. ACRE

PARKING PROVIDED: TWO (2) SPACES D.U.

PREPARED BY: CARDINAL POINTS SURVEYING, INC.

DATE: DECEMBER 2025

COVENANTS, CONDITIONS, RESTRICTIONS AND PRIVATE RIGHT-OF-WAY

THE BEHM - HILL RANCH SUBDIVISION, A SPECIAL AREA PLAN, IS A PLANNED COMMUNITY CONSISTING OF SINGLE FAMILY RESIDENTIAL DWELLINGS.

NET DENSITY ANALYSIS

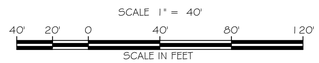
GROSS PROPERTY AREA	= 2.21 ACRES
RIGHT OF WAY (PRAIRIE AVE.)	= 0.10 ACRES
PRIVATE RIGHT-OF-WAY (PARCEL "A")	= 0.14 ACRES
NET SITE AREA	= 1.97 ACRES
DWELLING UNITS	= TWO (2) UNITS
ZONING	= R-2 (SINGLE FAMILY RESIDENTIAL)

MINIMUM LOT SIZE FOR R-2 ZONE = 5000 S.F.
1.97 ACRES = 85,813.2 SF.

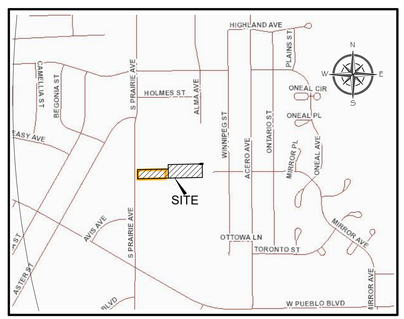
MAXIMUM DWELLING UNITS FOR R-2 ZONE

85,813.2 S.F. / 5,000 S.F. = 42.9 UNITS

SCALE 1" = 40'



(D) = DEED DIMENSION (WARRANTY DEED, BOOK 1828, PAGE 34)
(D1) = DEED DIMENSION (SPECIAL WARRANTY DEED, RECEPTION NO. 2043749)



VICINITY MAP

NO.	DATE:	REVISIONS (COMMENTS)	CHECKED:
1	12-23-25	SPECIAL AREA PLAN	RGR
2	2-12-26	COMMENTS CITY & COMM. DVLP DATED 2-3-2026	RGR
3	3-23-26	COMMENTS CITY & COMM. DVLP DATED 3-5-2026	RGR
4	4-20-26	COMMENTS CITY & COMM. DVLP DATED 4-20-2026	RGR

SHEET: 1 OF 1
DATE: 12-2-2025
SCALE: 1" = 40'
PROJECT: BETH BEHM/PAT HILL
DESCRIPTION:BEHM-HILL RANCH SUBDIVISION
FIELD: SB/BG
DRAWN: RMS
CHECKED: RGR
JOB NUMBER: 2025-293
FILE NAME: 2025-293 SUB
REF. JOB NO. 2025-146

Cardinal Points
Surveying Inc.
4601 Eagledge Place, Suite 110
Pueblo, Colorado 81006
(719) 253-0674 - (719) 253-0676 fax

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:

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

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.

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-25-09 Behm-Hill Ranch Subdivision, a Special Area Plan
SAP-26-01 Behm-Hill Ranch Subdivision, a Special Area Plan

DATE: May 27, 2026

Please place the above referenced submittal on the City Council Agenda.

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Brett Boston
City Council Representative

city of PUEBLO colorado
Planning & Zoning Commission

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

James Salazar

S-25-09

March 11th, 2026

TO:	City of Pueblo Planning and Zoning Commission
FROM:	Hannah Prinzi, Planner
THROUGH:	Beritt Odom, Director of Planning and Community Development
SUBJECT:	Behm-Hill Ranch Subdivision
APPLICANT:	Randy Reeves, Cardinal Points Surveying
PROPERTY OWNER:	Patrick and Elizabeth Behm; Lizette Rodriquez
LOCATION:	Adjacent to S Prairie Blvd, North of W Pueblo Blvd
CONCURRENT REQUESTS:	SAP-26-01

REQUEST:
Subdivide 2.14 acres into two lots and one parcel, generally located on S Prairie Blvd.

BACKGROUND AND STAFF FINDINGS:

The applicant is requesting to subdivide 2.14 acres of land into two lots and one parcel generally located on S Prairie Ave, north of W Pueblo Blvd. The subdivision site consists of two parcels, the westernmost parcel fronts Prairie Ave. and the eastern parcel sits adjacent to the western parcel and does not front a public right of way. The parcels are unsubdivided and were originally developed in the County before being annexed into the City as part of the Lake Minnequa Annexation in 1972. Since the parcels are unsubdivided, no new construction or other improvements on the land can be approved by the City until and unless the parcels are subdivided (Section 12-4- 4, (b), (7). Furthermore, the Subdivision must be accompanied by a Special Area Plan to provide frontage on a dedicated private right of way. Thus, the applicant has proposed the Behm-Hill Ranch Subdivision and Special Area Plan to create two lots of record and a parcel, dedicated as a private right of way for utilities, ingress, and egress.

The proposed Behm-Hill Subdivision consists of Lot 1, Lot 2, and Parcel A. Lot 1 has an approximate 83.64’ width along S Prairie Blvd and a 308’ depth, totaling about 0.59 acres of land. It is developed with a one-story, single-family residence, detached garage, and asphalt driveway. Lot 2 has an approximate 104’ width and 390’ depth, totaling about 1.38 acres of land. It is developed with a gate, wooden shed, metal garage, and two horse pens. There are two horses on the property, and they may continue to be allowed on the property as a legal non-conforming use. Lot 2 sits behind Lot 1 and does not have direct access to a private or public street. Instead, Lot 2 will access S. Prairie Blvd through Parcel A. Parcel A runs east-west along the length of Lot 1 and is dedicated as a private right of way for all public utilities, private sanitary sewer, and private ingress-egress for the exclusive use of Lot 2. The Parcel has a 20’ width and 308’ depth.

The proposed subdivision is within a Single-Family Residential (R-2) Zone District. The R-2 District provides areas primarily for low-density housing with opportunities to allow moderate-density housing and limited

commercial activities after additional review. The proposed lots meet the minimum lot size and width required under the R-2 District. The property owners of Lot 2 intend to build a single-family residence on their lot and continue owning horses. Otherwise, no other development is known at this time.

APPLICABLE 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.
- Sec. 17-4-1 through 6 of the Pueblo Municipal Code (PMC) concerning zone district regulations.

SITE CHARACTER AND COMPATIBILITY:

Site Character: The proposed subdivision consists of two unsubdivided parcels. The first parcel is adjacent to S Pueblo Blvd and is developed with a one-story, single-family residence, detached garage, and asphalt driveway. The second parcel is situated behind the first and has no dedicated street access. It is developed with two horse pens, a wooden shed, and metal garage. This second parcel will access S Pueblo Blvd through Parcel A, dedicated to utilities, ingress, and egress.

Neighborhood Compatibility:

North: Industrial (I-2) – Auto repair service
Highway and Arterial Business (B-3) – Single-family residence
East: Single-Family Residential (R-2) – Drainage ditch
One- and Two-Family Residential (R-3) – Single-family residences
Multiple Residential and Office (R-5) – Single-family residences
South: Single-Family Residential (R-2) – Animal Hospital
Business Park (BP)
West: Highway and Arterial Business (B-3) – Vacant land, HVAC Contractor

Comprehensive Plan Compliance: The subject site is designated by the Pueblo Regional Comprehensive Plan, 2022, as Commercial Mixed-Use. The Commercial Mixed-Use classification calls for primary land uses of large-format retail, personal services, offices, and entertainment and secondary land uses of multi-family residences and other supporting services. The classification is intended to provide commercial, employment, and service-oriented uses to serve adjacent neighborhoods and the broader region.

ABILITY TO COMPLY WITH THE SINGLE-FAMILY RESIDENTIAL (R-2) ZONE DISTRICT REGULATIONS:

- **Minimum Lot Size:** 5,000 sq. ft.
- **Lot 1 Size:** 25,856 sq. ft
- **Lot 2 Size:** 59,93 sq. ft.

- **Minimum Lot Width:** 50’
- **Lot 1 Width:** 84’
- **Lot 2 Width:** 104’

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	See attached "JM Comments – REVISION 2 2025-293 Behm-Hill Ranch Sup SAP"
• City Stormwater	No comment
• City Transportation	No comment
• City Wastewater	No comment
• Pueblo Water	See comment on SRC Memo regarding water services
• Southern Colorado Building Department	No comment
• Xcel Energy	No comment

RECOMMENDED MOTION:

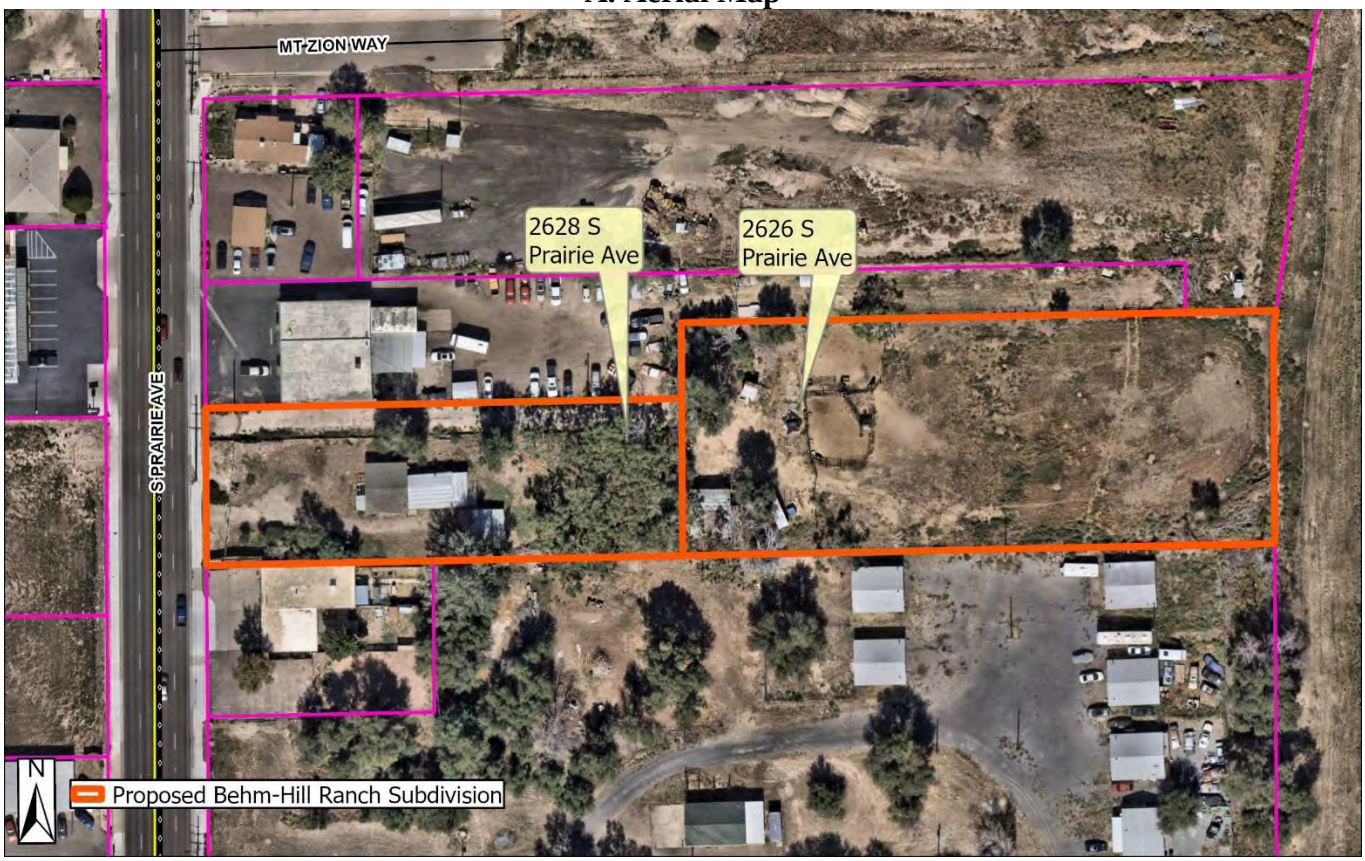
The Subdivision Review Committee recommends the Planning and Zoning Commission forward a recommendation the requested Subdivision be APPROVED with the following noted:

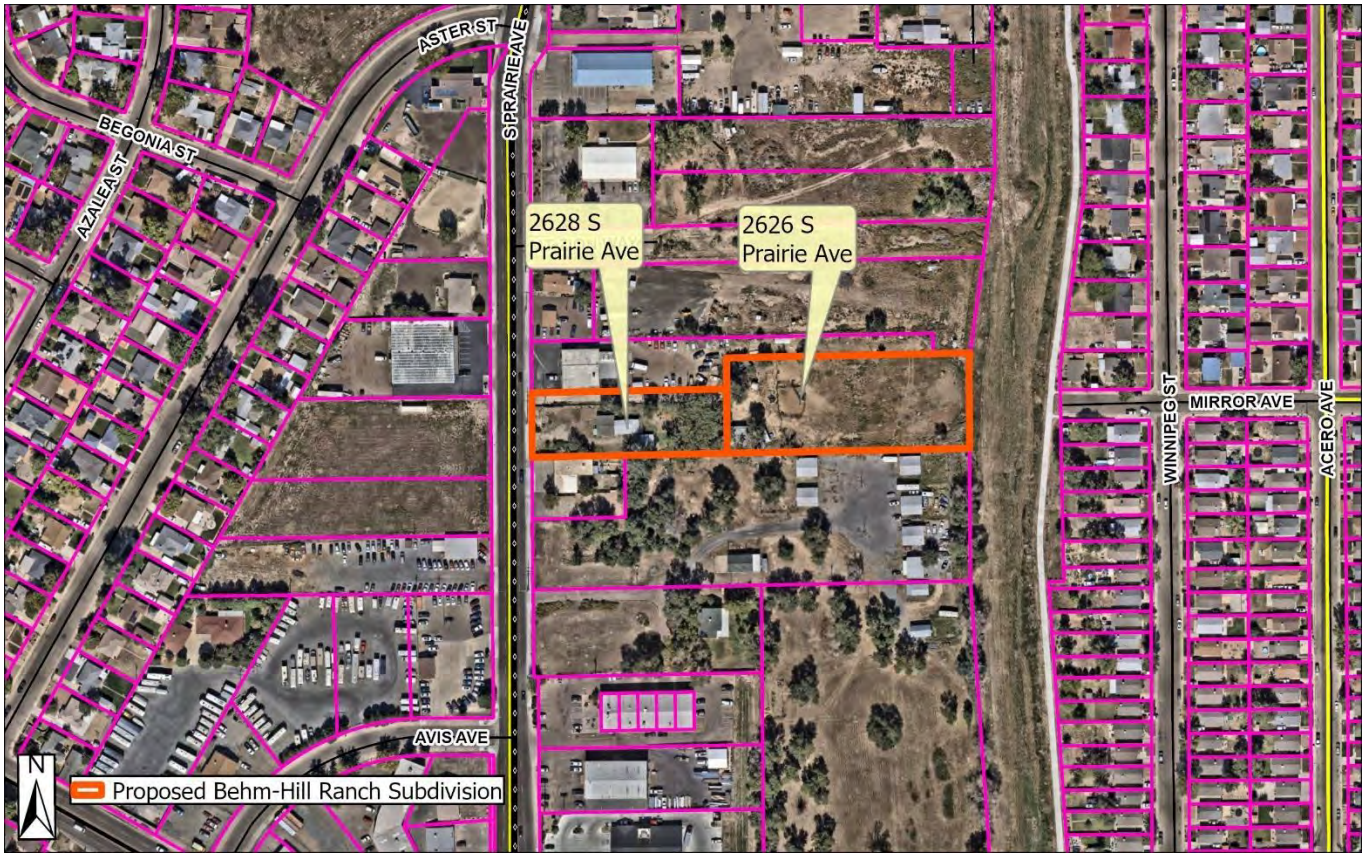
Requests for Modifications to Requirements:	Not Applicable
Request for Deferred Filings	Not Applicable
Plat Deficiencies:	Not Applicable
Conditions of Approval: (Unless otherwise noted, all conditions of approval must be completed prior to the case being scheduled for City Council hearing.)	• Address all redlined comments on the "Public Works and Planning Comments for P&Z." • Address the following comment from Pueblo Water regarding water services: o The water services depicted on the Supplemental appear to be incorrect. According to our records, there are two meters in the drive. One service feeds Prigmore's at 2624, one service feeds the back lot 2 (shown correctly but not to yard hydrant, it feeds the small home). The one-story stucco residence fronting 2628 S Prairie does not have a meter. Please have Cardinal Points Correct. Service will need to be re-established to 2628.

ATTACHMENTS:

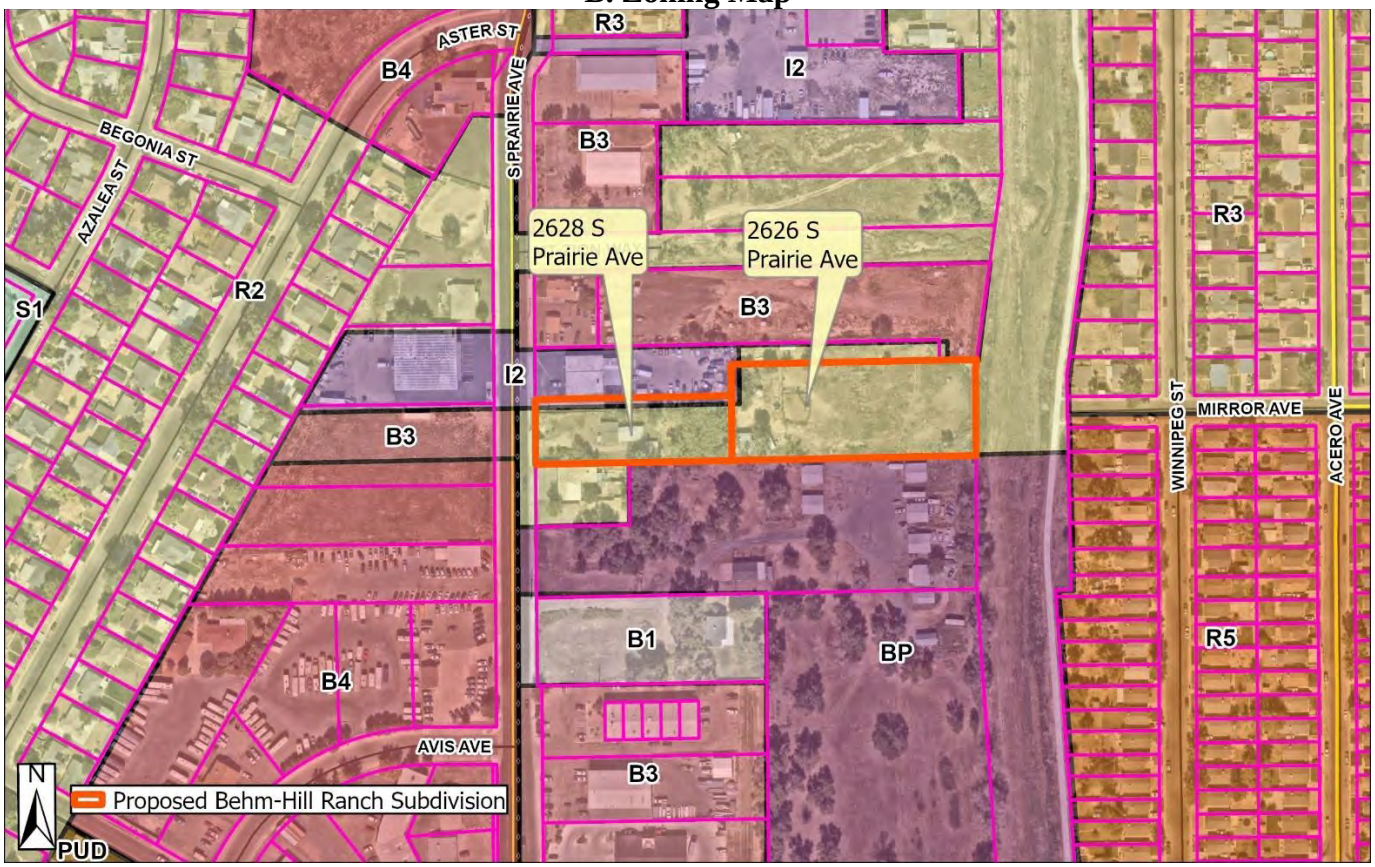
A. Aerial Map
B. Zoning Map
C. Comprehensive Plan Map
D. Public Notice Photo
E. Site Photos
F. Supporting Documents

A. Aerial Map

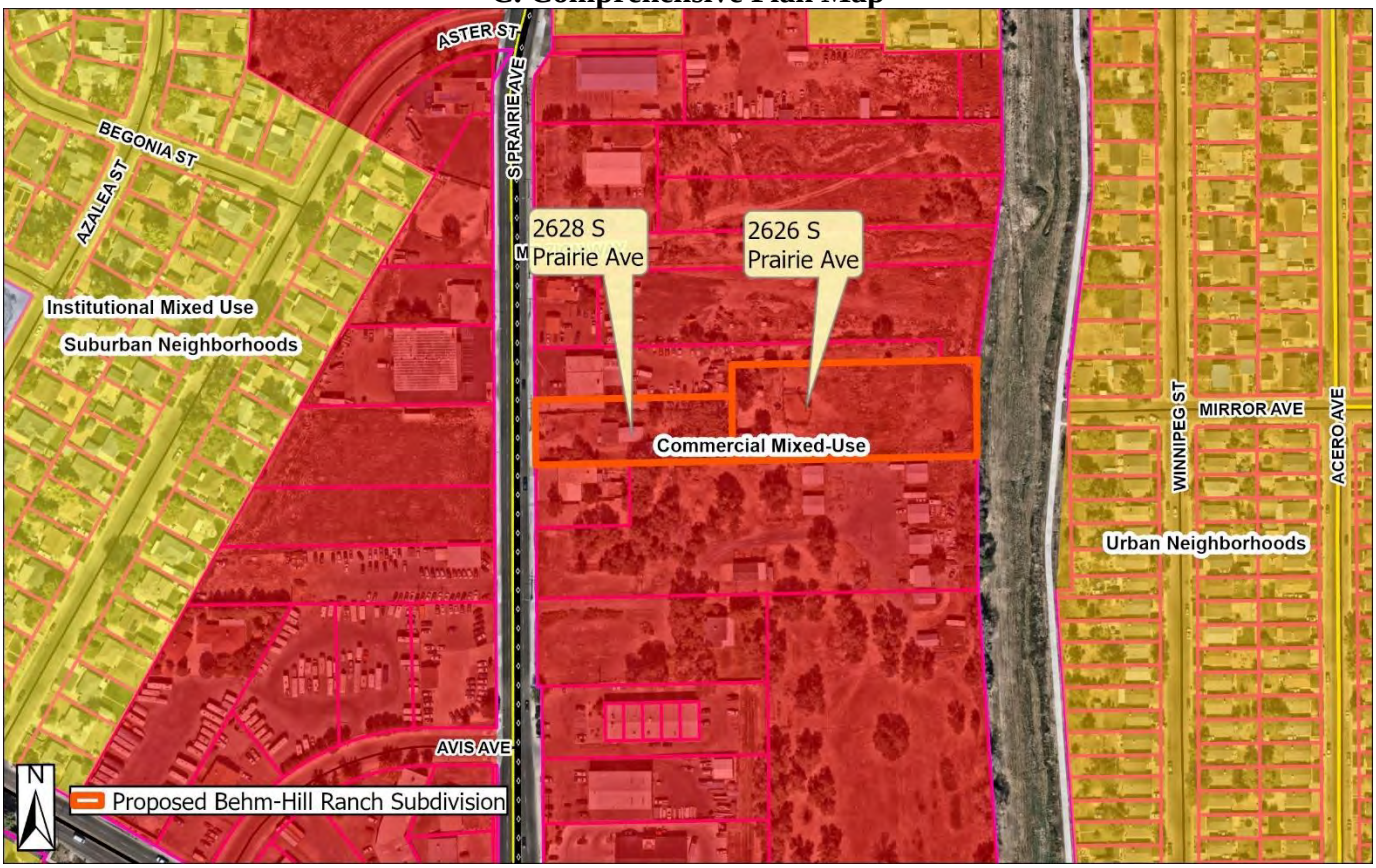

MT ZION WAY
S PRAIRIE AVE
2628 S Prairie Ave
2626 S Prairie Ave
N
Proposed Behm-Hill Ranch Subdivision


ASTER ST
S PRAIRIE AVE
BEGONIA ST
AZALEA ST
2628 S Prairie Ave
2626 S Prairie Ave
MIRROR AVE
WINNIPEG ST
ACERO AVE
AVIS AVE
N
Proposed Behm-Hill Ranch Subdivision

B. Zoning Map



C. Comprehensive Plan Map



D. Public Notice Photo

E. Site Photos

Lot 1 – single-family residence, garage

Lot 1 – as seen from S Prairie Ave

Lot 1 – as seen from Parcel A

Lot 2 – wooden shed, horses pens

Lot 2 – horse pens, metal garage

Existing curb cut to serve Parcel A

Beginning of Parcel A– closest to S Prairie Ave

Parcel A – facing east (looking at Lot 2)

Parcel A – facing east (looking at Lot 2)

Parcel A – facing west (looking at S Prairie Blvd)

F. Supporting Documents: Application, Drainage Letter, Public Works and Planning Comments, SRC Memo, Subdivision Plat, Subdivision Supplemental Plat

To view the supporting documents, please see the following pages.

Case No. _____

SUBDIVISION APPLICATION

Attachments: Subdivision Submittal Checklist - Part I ☒

Subdivision Submittal Checklist - Part II ☐

DATE OF APPLICATION: 12-8-2025		
SUBDIVISION NAME: BEHM-HILL RANCH SUBDIVISION		
PROPERTY OWNER: PATRICK HILL AND ELIZABETH BEHM		
ADDRESS: 4 PENNWOOD LANE, PUEBLO, CO 81005		
TELEPHONE: 719-429-3547	FAX:	E-MAIL: BETHBEHM@HOTMAIL.COM
SUBDIVIDER (if different than property owner):		
ADDRESS:		
TELEPHONE:	FAX:	E-MAIL:
ENGINEERING FIRM:		
ADDRESS:		
TELEPHONE:	FAX:	E-MAIL
PROFESSIONAL ENGINEER IN RESPONSIBLE CHARGE:		P.E. #
SURVEYING FIRM: CARDINAL POINTS SURVEYING, INC.		
ADDRESS: 4601 EAGLERIDGE PLACE, SUITE 110, PUEBLO, CO 81008		
TELEPHONE: 719-253-0874	FAX:	E-MAIL: RREEVES@4CARDINALPOINTS.NET
PROFESSIONAL LAND SURVEYOR IN RESPONSIBLE CHARGE: RANDY G. REEVES		P.L.S. # 22101

A Master Development Plan must be approved by the Planning & Zoning Commission prior to the submission of a subdivision plat for any tract of land that constitutes a part of a larger tract of land owned or controlled by the Subdivider 12-4-5 (a)(1) Municipal Code.

If the proposed subdivision includes a Special Area Plan, the applicant must meet with the Subdivision Review Committee prior to submittal of an application for Subdivision.

I hereby certify that I am the owner or acting as agent for the owner pursuant to a valid Power of Attorney from the owner of the property affected by this application for subdivision. that the information contained in the application documents is true and correct to the best of my knowledge, and that the professional consultants identified herein are hereby authorized to act on my behalf on all matters within their technical discipline pertaining to this application.

Property Owner/Agent

DPW 123 11/02

Case No. _____

SUBDIVISION APPLICATION

Attachments: Subdivision Submittal Checklist - Part I ☒

Subdivision Submittal Checklist - Part II ☐

DATE OF APPLICATION: 12-8-2025		
SUBDIVISION NAME: BEHM-HILL RANCH SUBDIVISION		
PROPERTY OWNER: LIZETTE RODRIGUEZ		
ADDRESS: P.O. BOX 1726, FABENS, TX 79838-1726		
TELEPHONE:	FAX:	E-MAIL: LIZZRODD13@GMAIL.COM
SUBDIVIDER (if different than property owner):		
ADDRESS:		
TELEPHONE:	FAX:	E-MAIL:
ENGINEERING FIRM:		
ADDRESS:		
TELEPHONE:	FAX:	E-MAIL
PROFESSIONAL ENGINEER IN RESPONSIBLE CHARGE:		P.E. #
SURVEYING FIRM: CARDINAL POINTS SURVEYING, INC.		
ADDRESS: 4601 EAGLERIDGE PLACE, SUITE 110, PUEBLO, CO 81008		
TELEPHONE: 719-253-0874	FAX:	E-MAIL: RREEVES@4CARDINALPOINTS.NET
PROFESSIONAL LAND SURVEYOR IN RESPONSIBLE CHARGE: RANDY G. REEVES		P.L.S. # 22101

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I hereby certify that I am the owner or acting as agent for the owner pursuant to a valid Power of Attorney from the owner of the property affected by this application for subdivision, that the information contained in the application documents is true and correct to the best of my knowledge, and that the professional consultants identified herein are hereby authorized to act on my behalf on all matters within their technical discipline pertaining to this application.

Property Owner/Agent

DPW 123 11/02

Cardinal Points Surveying, Inc.
4601 Eagleridge Place, Suite 110
Pueblo, Colorado 81008
(719) 253-0874
(719) 253-0878 Fax

February 12, 2026

Mr. Noah Stamm
Stormwater Coordinator
211 East "D" Street
Pueblo, CO 81003
Phone (719) 553-2899
NStamm@pueblo.us

RE: S-25-09 and SAP-26-01 A Subdivision and Special Area Plan for Behm-Hill Ranch Subdivision, A Special Area Plan.

Mr. Stamm:

Please accept this Drainage Letter in lieu of the required Subdivision Drainage Report.

The subdivision is for two unsubdivided parcels of land.

Parcel 1514200048 contains 0.62 Acres, with an address of 2628 S. Prairie Avenue to be known as Lot 1, Parcel 1514200049 contains 1.38 Acres, with an address of 2626 S. Prairie Avenue to be known as Lot 2, and a 20 foot wide Tract of land for access and utilities to be known as Parcel A , Behm-Hill Ranch Subdivision located within the NW1/4 of Section 14, Township 21 South, Range 65 West of the 6th P.M.

The purpose of the subdivision is to create two lots of record and the purpose of the special area plan is to ensure access and utilities thru Parcel A for proposed Lot 2.

Both parcels are currently in an R-2 Singel Family Residential Zone District and there are no plans of changing the Zone District.

There is an existing residence on Lot 1 and there are no plans for future development. There is an existing garage and animal shelters on Lot 2 and the owners plan on constructing a new residence.

The owners of Lot 2 are aware that if the construction of their new home disturbs more than one acre, they may be subject to the City's MS4 permit requirements.

I believe this Drainage Letter covers the minimum requirements, but if additional information is required, please don't hesitate to contact me.

Sincerely,

Randy G. Reeves, PLS
Cardinal Points Surveying, Inc.

BEHM - HILL RANCH SUBDIVISION,
A SPECIAL AREA PLAN

A PORTION OF THE NE 1/4 OF SECTION 14, 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 LIZETTE RODRIGUEZ BEING THE SOLE OWNER OF THE FOLLOWING DESCRIBED PARCEL OF LAND:

A PARCEL OF LAND IN SECTION 14, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH P.M., COUNTY OF PUEBLO, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON WEST LINE OF SECTION 14, 2941 FEET NORTH OF THE SOUTHWEST CORNER OF SAID SECTION 14, TOWNSHIP 21 SOUTH, RANGE 65 WEST; THENCE EAST AT RIGHT ANGLE TO WEST LINE OF SAID SECTION, 705 FEET, MORE OR LESS, TO THE WEST RIGHT OF WAY LINE OF THE MINNEQUA DITCH; THENCE NORTHERLY 0°35' WEST ALONG THE WEST LINE OF THE RIGHT OF WAY OF THE MINNEQUA DITCH, A DISTANCE OF 154.31 FEET, MORE OR LESS, TO A POINT AT RIGHT ANGLE TO WEST LINE OF SAID SECTION; THENCE WEST A DISTANCE OF 720.16 FEET MORE OR LESS TO A POINT ON THE WEST LINE OF SAID SECTION 14; THENCE SOUTH ALONG THE WEST LINE OF SAID SECTION 14 A DISTANCE OF 154 FEET, MORE OR LESS TO THE **POINT OF BEGINNING**, EXCEPT PORTIONS CONVEYED BY DEEDS RECORDED OCTOBER 28, 1975 IN BOOK 1828 AT PAGE 34 AND DECEMBER 1, 1975 IN BOOK 1831 AT PAGE 272. COUNTY OF PUEBLO, STATE OF COLORADO.

SAID PARCELS CONTAINS 26.67 ACRES MORE OR LESS.

AND

THAT PATRICK HILL AND ELIZABETH BEHM BEING THE SOLE OWNER OF THE FOLLOWING DESCRIBED PARCEL OF LAND:

A TRACT OF LAND LOCATED IN THE NW1/4 OF SECTION 14, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH P.M. DESCRIBED AS;

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 14; THENCE NORTH 0° 23' 49" EAST ALONG THE WEST LINE OF SAID SECTION 14, 3043.99 FEET TO A POINT; THENCE NORTH 89° 38' 37" EAST, 348 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 0° 22' 18" WEST, 104 FEET TO A POINT; THENCE NORTH 89° 41' 14" EAST, 389.57 FEET MORE OR LESS TO A POINT ON THE WEST RIGHT OF WAY LINE OF THE MINNEQUA DITCH; THENCE NORTH 0° 14' 21" WEST ALONG THIS WEST RIGHT OF WAY LINE 126.31 FEET TO A POINT; THENCE NORTH 8° 00' 24" EAST ALONG THIS WEST RIGHT OF WAY LINE 28.12 FEET TO A POINT; THENCE SOUTH 89° 39' 55" WEST, 391.96 FEET, TO A POINT; THENCE SOUTH 0° 22' 18" WEST, 50 FEET., MORE OR LESS TO THE **TRUE POINT OF BEGINNING.**

AND

A RIGHT OF WAY TO BE USED AS A ROAD TO THE ABOVE DESCRIBED PARCEL, OVER THE TRACT DESCRIBED AS:

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HAS CAUSED THE AFOREGOING DESCRIBED PROPERTY TO BE SURVEYED, PLATTED AND SUBDIVIDED INTO TWO (2) LOTS, AND ONE PARCEL 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 BEHM - HILL RANCH SUBDIVISION, A SPECIAL AREA PLAN.

PARCEL A IS HEREBY DEDICATED AS A PRIVATE ~~DRIVEWAY~~ RIGHT-OF-WAY FOR THE EXCLUSIVE USE OF LOT 2 INLCUDING AN EASEMENT FOR ALL PUBLIC UTILITIES AND PRIVATE INGRESS AND EGRESS

PUBLIC UTILITIES NOTED HEREON, WITHIN PARCEL A, IS HEREBY DEDICATED TO THE PUBLIC FOR PERPETUAL USE.

ALL SANITARY SEWER FACILITIES, LANDSCAPING, AND STREET IMPROVEMENTS, INCLUDING PAVEMENTS, CURBS, GUTTERS, AND SIDEWALKS, WHICH ARE LOCATED ON EASEMENTS OR PARCELS SHOWN HEREON SHALL BE INSTALLED,REPAIRED AND MAINTAINED IN GOOD WORKING ORDER AND CONDITION BY THE OWNERS OF ALL LOTS WITHIN THIS SUBDIVISION, SUBJECT TO THE TERMS AND CONDITIONS OF THE DECLARATION OF COVENANTS REFERENCED HEREON.

THE PRIVATE ~~DRIVEWAY~~ RIGHT-OF-WAY FOR INGRESS-EGRESS FOR THE BENEFIT OF LOT 2 LOCATED WITHIN PARCEL A SHOWN HEREON SHALL BE REPAIRED AND MAINTAINED BY THE OWNER(S) OF LOT 2.

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.

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."

ALL OF THE PROPERTY SHOWN ON THIS PLAT SHALL BE SUBJECT TO THE TERMS AND CONDITIONS DEFINED AND DESCRIBED IN THE DECLARATION OF COVENANTS DATED _____ , AND RECORDED IN THE OFFICE OF THE CLERK AND RECORDER OF PUEBLO COUNTY, COLORADO.

IN WITNESS WHEREOF THE FOLLOWING HAVE SET THEIR HAND:

_____ _____
LIZETTE RODRIGUEZ **DATE**

STATE OF TEXAS)
)**S.S.**
COUNTY OF EL PASO)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS_____ DAY OF_____ , 2026 BY LIZETTE RODRIGUEZ.

_____ MY COMMISSION EXPIRES: _____
NOTARY PUBLIC

_____ _____
PATRICK HILL **DATE**

_____ _____
ELIZABETH BEHM **DATE**

STATE OF COLORADO)
)**S.S.**
COUNTY OF PUEBLO)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS_____ DAY OF_____ , 2026 BY PATRICK HILL AND ELIZABETH BEHM.

_____ MY COMMISSION EXPIRES: _____
NOTARY PUBLIC

IMPROVEMENTS CERTIFICATION:

THIS IS TO CERTIFY THAT THE SUBDIVIDERS HAVES 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 BEHM - HILL RANCH SUBDIVISION, A SPECIAL AREA PLAN 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 LIZETTE RODRIGUEZ, PATRICK HILL AND ELIZABETH BEHM, THAT A SURVEY OF THE ABOVE DESCRIBED PREMISES WAS CONDUCTED UNDER MY RESPONSIBLE CHARGE IN NOVEMBER 2025 AND THAT THIS PLAT OF BEHM - HILL RANCH 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:

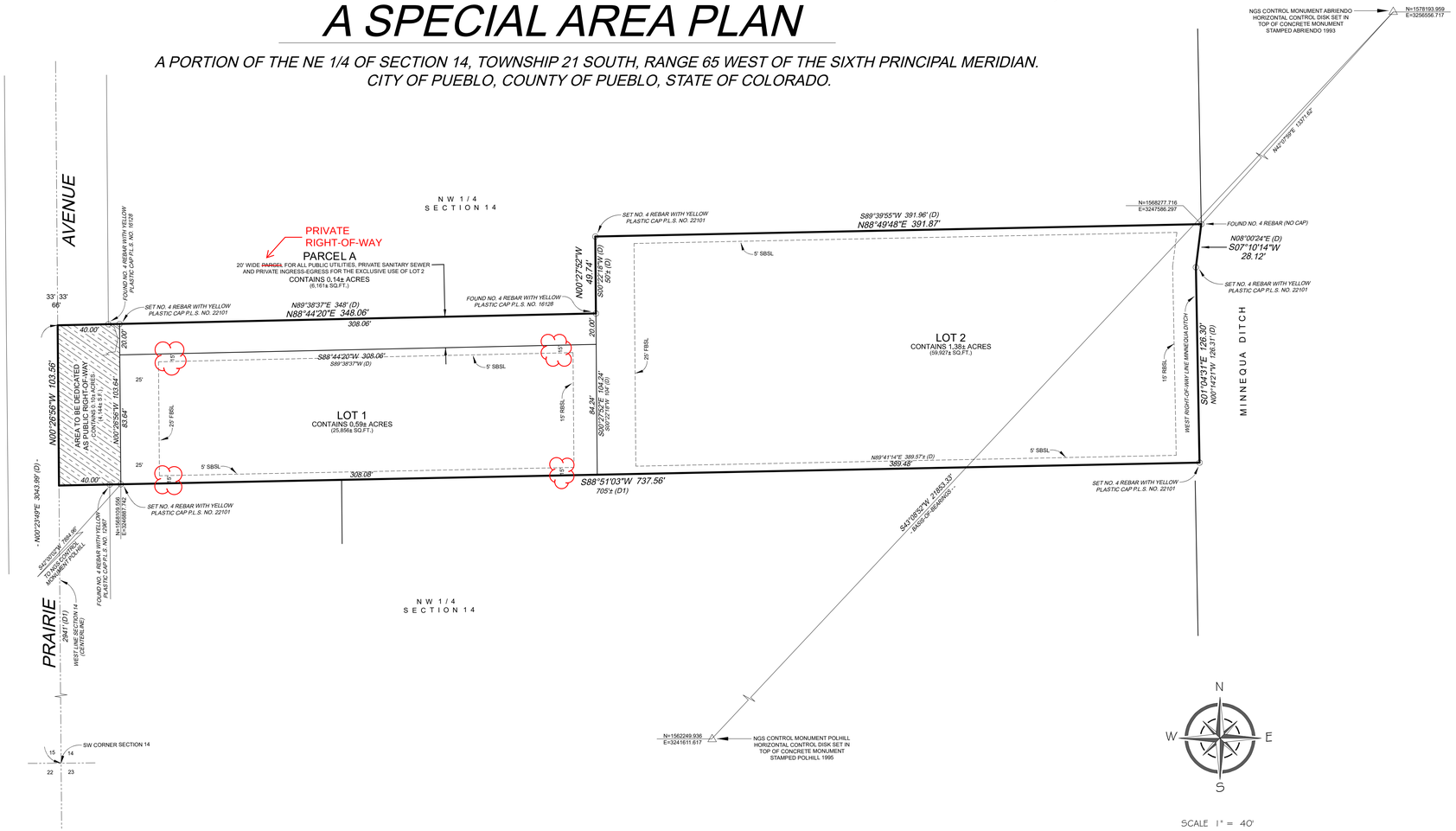
1.) A SEARCH FOR RECORDED RIGHTS OF WAY AND EASEMENTS WAS DONE BY FIDELITY NATIONAL TITLE, COMMITMENT NUMBER NO. 320-F12251-25 WITH AN EFFECTIVE DATE OF AUGUST 29, 2025 AT 8:00 A.M. (VESTED IN LIZETTE RODRIGUEZ) AND POLICY NO. 320-F06616-25, WITH A POLICY DATE OF JUNE 26, 2025 AT 11:16 A.M. (VESTED IN PATRICK HILL AND ELIZABETH BEHM)

2.) BEARINGS BASED ON THE COLORADO STATE PLANE COORDINATE SYSTEM OF 1983 (2007) SOUTH ZONE ESTABLISHED ON A LINE BETWEEN NGS CONTROL MONUMENT "ABRIENDO" AND NGS CONTROL MONUMENT "POLHILL" , MONUMENTED AT EACH END WITH A HORIZONTAL CONTROL DISK SET IN TOP OF CONCRETE MONUMENT, TO BEAR S43°08'52"W.

3.) DISTANCES SHOWN HEREON, EXCEPT AS NOTED, ARE GROUND DISTANCES. THE COMBINATION FACTOR FOR THIS PLAT IS 1.000263302. 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 "ABRIENDO". COORDINATES SHOWN HEREON, EXCEPT AS NOTED, ARE GROUND COORDINATES.

4.) ALL DISTANCES SHOWN HEREON ARE IN U.S. SURVEY FEET.

5.) THE PRIVATE DRIVEWAY FOR INGRESS-EGRESS FOR THE BENEFIT OF LOT 2 LOCATED WITHIN PARCEL A SHOWN HEREON SHALL BE REPAIRED AND MAINTAINED BY THE OWNER(S) OF LOT 2.



PROPERTY MAY BE SUBJECT TO: SCHEDULE B, PART II - EXCEPTIONS (COMMITMENT NO. 320-F12251-25, LIZETTE RODRIGUEZ)

1.) EXCEPTION NO. 8: TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS CONTAINED IN THE GRANT OF RIGHT OF WAY AS SET FORTH BELOW:

RECORDING DATE:OCTOBER 19, 1954, RECORDING NO: BOOK 1249 AT PAGE 145. (DOES NOT AFFECT, NORTH OF SUBJECT PROPERTY)

2.) EXCEPTION NO. 9: TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS CONTAINED IN THE GRANT OF RIGHT OF WAY AS SET FORTH BELOW:

RECORDING DATE:OCTOBER 19, 1954, RECORDING NO: BOOK 1249 AT PAGE 147. (DOES NOT AFFECT, NORTH OF SUBJECT PROPERTY)

3.) EXCEPTION NO. 10: TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS CONTAINED IN THE GRANT OF RIGHT OF WAY AS SET FORTH BELOW:

RECORDING DATE:OCTOBER 19, 1954, RECORDING NO: BOOK 1249 AT PAGE 149, (LIES WITHIN PRAIRIE AVENUE RIGHT-OF-WAY)

4.) EXCEPTION 11: TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS CONTAINED IN THE ORDINANCE NO. 3646 AS SET FORTH BELOW:

RECORDING DATE: DECEMBER 19, 1972, RECORDING NO: BOOK 1736 AT PAGE 431. (THE NW 1/4 OF SECTION 14, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH P.M. ANNEXED INTO THE CITY OF PUEBLO, ORDINANCE NO. 3646)

5.) EXCEPTION NO. 12. RIGHT OF WAY FOR ROAD CONVEYED IN WARRANTY DEED RECORDED OCTOBER 28, 1975 IN BOOK 1828 AT PAGE 34. (A PORTION OF THE 20' WIDE RIGHT-OF-WAY LIES WITHIN PARCEL A, SHOWN HEREON)

13. THE EFFECT, IF ANY, OF ASSESSMENTS THAT MAY BE LEVIED BY THE PUEBLO CONSERVANCY DISTRICT PER NOTICE OF AN ORDER RECORDED AUGUST 1, 2007 AT RECEPTION NO. 1736292. (NOT SURVEY RELATED)

14. RIGHT OF WAY FOR MINNEQUA DITCH AND SOUTH PRAIRIE AVENUE AS DEPICTED ON COUNTY ASSESSOR MAP. (SHOWN HEREON AS APPLICABLE)

PROPERTY MAY BE SUBJECT TO: SCHEDULE B, PART II - EXCEPTIONS (POLICY NO. 320-F06616-25, PATRICK HILL AND ELIZABETH BEHM)

1.) EXCEPTION NO. 7: RESERVATIONS CONTAINED IN THE PATENT FROM: THE UNITED STATES OF AMERICA RECORDING DATE: NOVEMBER 19, 1875 RECORDING NO: BOOK 10 PAGE 557. (REFERENCES TOWNSHIP 20 SOUTH, RANGES 63, 64 AND 65)

2.) EXCEPTION NO. 8: TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS CONTAINED IN THE ORDINANCE NO. 3646 AS SET FORTH BELOW: RECORDING DATE:DECEMBER 19, 1972 RECORDING NO: 439769. (AFFECTS THE NW 1/4 OF SECTION 14, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH P.M. ANNEXED INTO THE CITY OF PUEBLO)

3.) EXCEPTION NO. 9: EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, AND TERMS, CONDITIONS AND PROVISIONS OF THE AGREEMENT AS SET FORTH IN DOCUMENT SHOWN BELOW:
GRANTED TO: CITY OF PUEBLO PURPOSE: RIGHT OF WAY RECORDING DATE: SEPTEMBER 17, 1974 RECORDING NO: 480435 (MAY AFFECT, DESCRIBED WITHIN PRAIRIE AVENUE RIGHT-OF-WAY)

4.) EXCEPTION NO. 10: ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF THE LAND IN THE SPECIAL IMPROVEMENT DISTRICT N. 74-2, AS EVIDENCED BY INSTRUMENT(S) RECORDED JUNE 10, 1975, AT RECEPTION NO. 496016. (NOT SURVEY RELATED)

5.) EXCEPTION NO. 11: RIGHT OF WAY FOR DITCH OVER THE EAST SIDE OF SUBJECT PROPERTY AS SHOWN ON PUEBLO COUNTY GIS MAP INSOFAR AS THE SAME MAY AFFECT THE LAND. (WEST RIGHT-OF-WAY LINE OF DITCH SHOWN HEREON)

12. THE EFFECT OF INCLUSION OF THE LAND IN THE SOUTHERN COLORADO WATER CONSERVANCY DISTRICT. (NOT SURVEY RELATED)

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.

SPECIAL AREA PLAN NOTES

ZONE DISTRICT: R-2 (SINGLE FAMILY RESIDENTIAL)

TOTAL DWELLING UNITS: TWO (2)

AREA: 1.97 ACRES

DENSITY: 1.10 D.U. ACRE

PARKING PROVIDED: TWO (2) SPACES D.U.

PREPARED BY: CARDINAL POINTS SURVEYING, INC.

DATE: DECEMBER 2025

Include a statement that all R-2 District regulations apply to development

COVENANTS, CONDITIONS, RESTRICTIONS AND ~~EASEMENTS~~

THE BEHM - HILL RANCH SUBDIVISION, A SPECIAL AREA PLAN, IS A PLANNED COMMUNITY CONSISTING OF SINGLE FAMILY RESIDENTIAL DWELLINGS.

Private Right of Way

NET DENSITY ANALYSIS

Private Right of Way

GROSS PROPERTY AREA = 2.21 ACRES

RIGHT OF WAY (PRAIRIE AVE.) = 0.10 ACRES

~~EASEMENT~~ (PARCEL "A") = 0.14 ACRES

NET SITE AREA = 1.97 ACRES

~~PROPOSED~~ DWELLING UNITS = TWO (2) UNITS

~~PROPOSED~~ ZONING = R-2 (SINGLE FAMILY RESIDENTIAL)

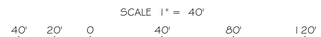
MINIMUM LOT SIZE FOR R-2 ZONE = 5000 S.F.
1.97 ACRES = 85,813.2 SF.

MAXIMUM DWELLING UNITS FOR R-2 ZONE

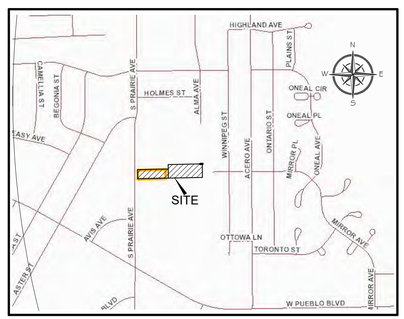
85,813.2 S.F. / 5,000 S.F. = 42.9 UNITS

~~PROPOSED UNITS = 2 MAXIMUM ALLOWED UNITS = 43~~

SCALE 1" = 40'



(D) = DEED DIMENSION (WARRANTY DEED, BOOK 1828, PAGE 34)
(D1) = DEED DIMENSION (SPECIAL WARRANTY DEED, RECEPTION NO. 2043749)



VICINITY MAP

NO.	DATE:	REVISIONS (COMMENTS)	CHECKED:
1	12-23-25	SPECIAL AREA PLAN	RGR
2	2-12-26	COMMENTS CITY & COMM. DVLP DATED 2-3-2026	RGR

SHEET: 1 OF 1
DATE: 12-2-2025
SCALE: 1" = 40'
PROJECT: BETH BEHM/PAT HILL
DESCRIPTION:BEHM-HILL RANCH SUBDIVISION
FIELD: SB/BG
DRAWN: RMS
CHECKED: RGR
JOB NUMBER: 2025-293
FILE NAME: 2025-293 SUB
REF. JOB NO. 2025-146

Cardinal Points
Surveying Inc.
4601 Eagledale Place, Suite 110
Pueblo, Colorado 81008
(719) 253-0674 - (719) 253-0676 fax

MEMORANDUM

To: Planning and Zoning Commission

From: Subdivision Review Committee

Date: March 4th, 2026

Subject: S-25-09 and SAP-26-01 Behm-Hill Ranch Subdivision and Special Area Plan

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S-25-09 and SAP-26-01
The Subdivision Review Committee recommends the Planning and Zoning Commission forward a recommendation that the Behm-Hill Ranch Subdivision and Special Area Plan be APPROVED with the following noted:

RECOMMENDED MOTION: The Subdivision Review Committee recommends the Planning and Zoning Commission forward a recommendation that the requested Subdivision and Special Area Plan be **APPROVED** with the following noted:

Requests for Modifications to Requirements:	Not applicable
Request for Deferred Filings	Not applicable
Plat Deficiencies:	Not Applicable
Conditions of Approval: (Unless otherwise noted, all conditions of approval must be completed prior to the case being scheduled for City Council.)	• Address all redlined comments on "Public Works and Planning Comments for P&Z." • Address the following comment from Pueblo Water regarding water services: o The water services depicted on the Supplemental appear to be incorrect. According to our records, there are two meters in the drive. One service feeds Prigmore's at 2624, one service feeds the back lot 2 (shown correctly but not to yard hydrant, it feeds the small home). The one-story stucco residence fronting 2628 S Prairie does not have a meter. Please have Cardinal Points Correct. Service will need to be re-established to 2628.

BEHM - HILL RANCH SUBDIVISION,
A SPECIAL AREA PLAN

A PORTION OF THE NE 1/4 OF SECTION 14, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN.
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ALL OF THE PROPERTY SHOWN ON THIS PLAT SHALL BE SUBJECT TO THE TERMS AND CONDITIONS DEFINED AND DESCRIBED IN THE DECLARATION OF COVENANTS DATED _____ , AND RECORDED IN THE OFFICE OF THE CLERK AND RECORDER OF PUEBLO COUNTY, COLORADO.

IN WITNESS WHEREOF THE FOLLOWING HAVE SET THEIR HAND:

_____ _____
LIZETTE RODRIGUEZ **DATE**

STATE OF TEXAS)
)**S.S.**
COUNTY OF EL PASO)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS_____ DAY OF_____ , 2026 BY LIZETTE RODRIGUEZ.

_____ MY COMMISSION EXPIRES: _____
NOTARY PUBLIC

_____ _____
PATRICK HILL **DATE**

_____ _____
ELIZABETH BEHM **DATE**

STATE OF COLORADO)
)**S.S.**
COUNTY OF PUEBLO)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS_____ DAY OF_____ , 2026 BY PATRICK HILL AND ELIZABETH BEHM.

_____ MY COMMISSION EXPIRES: _____
NOTARY PUBLIC

IMPROVEMENTS CERTIFICATION:

THIS IS TO CERTIFY THAT THE SUBDIVIDERS HAVES 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 BEHM - HILL RANCH SUBDIVISION, A SPECIAL AREA PLAN 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 LIZETTE RODRIGUEZ, PATRICK HILL AND ELIZABETH BEHM, THAT A SURVEY OF THE ABOVE DESCRIBED PREMISES WAS CONDUCTED UNDER MY RESPONSIBLE CHARGE IN NOVEMBER 2025 AND THAT THIS PLAT OF BEHM - HILL RANCH 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:

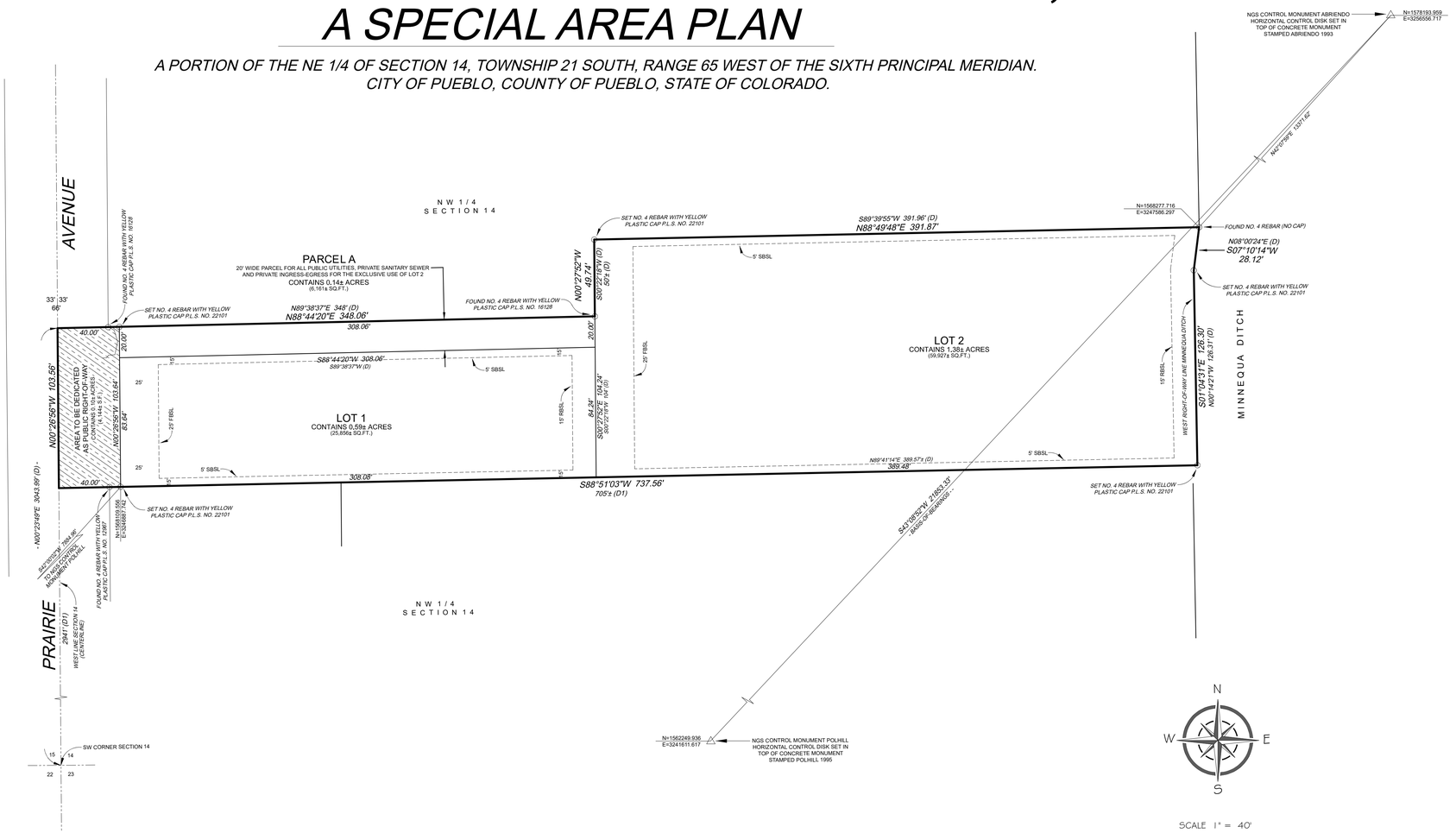
1.) A SEARCH FOR RECORDED RIGHTS OF WAY AND EASEMENTS WAS DONE BY FIDELITY NATIONAL TITLE, COMMITMENT NUMBER NO. 320-F12251-25 WITH AN EFFECTIVE DATE OF AUGUST 29, 2025 AT 8:00 A.M. (VESTED IN LIZETTE RODRIGUEZ) AND POLICY NO. 320-F06616-25, WITH A POLICY DATE OF JUNE 26, 2025 AT 11:16 A.M. (VESTED IN PATRICK HILL AND ELIZABETH BEHM)

2.) BEARINGS BASED ON THE COLORADO STATE PLANE COORDINATE SYSTEM OF 1983 (2007) SOUTH ZONE ESTABLISHED ON A LINE BETWEEN NGS CONTROL MONUMENT "ABRIENDO" AND NGS CONTROL MONUMENT "POLHILL" , MONUMENTED AT EACH END WITH A HORIZONTAL CONTROL DISK SET IN TOP OF CONCRETE MONUMENT, TO BEAR S43°08'52"W.

3.) DISTANCES SHOWN HEREON, EXCEPT AS NOTED, ARE GROUND DISTANCES. THE COMBINATION FACTOR FOR THIS PLAT IS 1.000263002. 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 "ABRIENDO". COORDINATES SHOWN HEREON, EXCEPT AS NOTED, ARE GROUND COORDINATES.

4.) ALL DISTANCES SHOWN HEREON ARE IN U.S. SURVEY FEET.

5.) THE PRIVATE DRIVEWAY FOR INGRESS-EGRESS FOR THE BENEFIT OF LOT 2 LOCATED WITHIN PARCEL A SHOWN HEREON SHALL BE REPAIRED AND MAINTAINED BY THE OWNER(S) OF LOT 2.



PROPERTY MAY BE SUBJECT TO: SCHEDULE B, PART II - EXCEPTIONS (COMMITMENT NO. 320-F12251-25, LIZETTE RODRIGUEZ)

1.) EXCEPTION NO. 8: TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS CONTAINED IN THE GRANT OF RIGHT OF WAY AS SET FORTH BELOW:

RECORDING DATE:OCTOBER 19, 1954, RECORDING NO: BOOK 1249 AT PAGE 145. (DOES NOT AFFECT, NORTH OF SUBJECT PROPERTY)

2.) EXCEPTION NO. 9: TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS CONTAINED IN THE GRANT OF RIGHT OF WAY AS SET FORTH BELOW:

RECORDING DATE:OCTOBER 19, 1954, RECORDING NO: BOOK 1249 AT PAGE 147. (DOES NOT AFFECT, NORTH OF SUBJECT PROPERTY)

3.) EXCEPTION NO. 10: TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS CONTAINED IN THE GRANT OF RIGHT OF WAY AS SET FORTH BELOW:

RECORDING DATE:OCTOBER 19, 1954, RECORDING NO: BOOK 1249 AT PAGE 149, (LIES WITHIN PRAIRIE AVENUE RIGHT-OF-WAY)

4.) EXCEPTION 11: TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS CONTAINED IN THE ORDINANCE NO. 3646 AS SET FORTH BELOW:

RECORDING DATE: DECEMBER 19, 1972, RECORDING NO: BOOK 1736 AT PAGE 431. (THE NW 1/4 OF SECTION 14, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH P.M. ANNEXED INTO THE CITY OF PUEBLO, ORDINANCE NO. 3646)

5.) EXCEPTION NO. 12. RIGHT OF WAY FOR ROAD CONVEYED IN WARRANTY DEED RECORDED OCTOBER 28, 1975 IN BOOK 1828 AT PAGE 34. (A PORTION OF THE 20' WIDE RIGHT-OF-WAY LIES WITHIN PARCEL A, SHOWN HEREON)

13. THE EFFECT, IF ANY, OF ASSESSMENTS THAT MAY BE LEVIED BY THE PUEBLO CONSERVANCY DISTRICT PER NOTICE OF AN ORDER RECORDED AUGUST 1, 2007 AT RECEPTION NO. 1736292. (NOT SURVEY RELATED)

14. RIGHT OF WAY FOR MINNEQUA DITCH AND SOUTH PRAIRIE AVENUE AS DEPICTED ON COUNTY ASSESSOR MAP. (SHOWN HEREON AS APPLICABLE)

PROPERTY MAY BE SUBJECT TO: SCHEDULE B, PART II - EXCEPTIONS (POLICY NO. 320-F06616-25, PATRICK HILL AND ELIZABETH BEHM)

1.) EXCEPTION NO. 7: RESERVATIONS CONTAINED IN THE PATENT FROM: THE UNITED STATES OF AMERICA RECORDING DATE: NOVEMBER 19, 1875 RECORDING NO: BOOK 10 PAGE 557. (REFERENCES TOWNSHIP 20 SOUTH, RANGES 63, 64 AND 65)

2.) EXCEPTION NO. 8: TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS CONTAINED IN THE ORDINANCE NO. 3646 AS SET FORTH BELOW: RECORDING DATE:DECEMBER 19, 1972 RECORDING NO: 439769. (AFFECTS THE NW 1/4 OF SECTION 14, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH P.M. ANNEXED INTO THE CITY OF PUEBLO)

3.) EXCEPTION NO. 9: EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, AND TERMS, CONDITIONS AND PROVISIONS OF THE AGREEMENT AS SET FORTH IN DOCUMENT SHOWN BELOW:
GRANTED TO: CITY OF PUEBLO PURPOSE: RIGHT OF WAY RECORDING DATE: SEPTEMBER 17, 1974 RECORDING NO: 480435 (MAY AFFECT, DESCRIBED WITHIN PRAIRIE AVENUE RIGHT-OF-WAY)

4.) EXCEPTION NO. 10: ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF THE LAND IN THE SPECIAL IMPROVEMENT DISTRICT N. 74-2, AS EVIDENCED BY INSTRUMENT(S) RECORDED JUNE 10, 1975, AT RECEPTION NO. 496018. (NOT SURVEY RELATED)

5.) EXCEPTION NO. 11: RIGHT OF WAY FOR DITCH OVER THE EAST SIDE OF SUBJECT PROPERTY AS SHOWN ON PUEBLO COUNTY GIS MAP INSOFAR AS THE SAME MAY AFFECT THE LAND. (WEST RIGHT-OF-WAY LINE OF DITCH SHOWN HEREON)

12. THE EFFECT OF INCLUSION OF THE LAND IN THE SOUTHERN COLORADO WATER CONSERVANCY DISTRICT. (NOT SURVEY RELATED)

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.

SPECIAL AREA PLAN NOTES

ZONE DISTRICT: R-2 (SINGLE FAMILY RESIDENTIAL)

TOTAL DWELLING UNITS: TWO (2)

AREA: 1.97 ACRES

DENSITY: 1.10 D.U. ACRE

PARKING PROVIDED: TWO (2) SPACES D.U.

PREPARED BY: CARDINAL POINTS SURVEYING, INC.

DATE: DECEMBER 2025

COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS

THE BEHM - HILL RANCH SUBDIVISION, A SPECIAL AREA PLAN, IS A PLANNED COMMUNITY CONSISTING OF SINGLE FAMILY RESIDENTIAL DWELLINGS.

NET DENSITY ANALYSIS

GROSS PROPERTY AREA = 2.21 ACRES

RIGHT OF WAY (PRAIRIE AVE.) = 0.10 ACRES

EASEMENT (PARCEL "A") = 0.14 ACRES

NET SITE AREA = 1.97 ACRES

PROPOSED DWELLING UNITS = TWO (2) UNITS

PROPOSED ZONING = R-2 (SINGLE FAMILY RESIDENTIAL)

MINIMUM LOT SIZE FOR R-2 ZONE = 5000 S.F.
1.97 ACRES = 85,813.2 SF.

MAXIMUM DWELLING UNITS FOR R-2 ZONE

85,813.2 S.F. / 5,000 S.F. = 42.9 UNITS

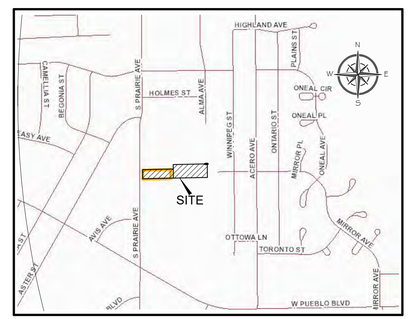
PROPOSED UNITS = 2 MAXIMUM ALLOWED UNITS = 43

SCALE 1" = 40'

40' 20' 0 40' 80' 120'

SCALE IN FEET

(D) = DEED DIMENSION (WARRANTY DEED, BOOK 1828, PAGE 34)
(D1) = DEED DIMENSION (SPECIAL WARRANTY DEED, RECEPTION NO. 2043749)



VICINITY MAP

NO.	DATE:	REVISIONS (COMMENTS)	CHECKED:
1	12-23-25	SPECIAL AREA PLAN	RGR
2	2-12-26	COMMENTS CITY & COMM. DVLP DATED 2-3-2026	RGR

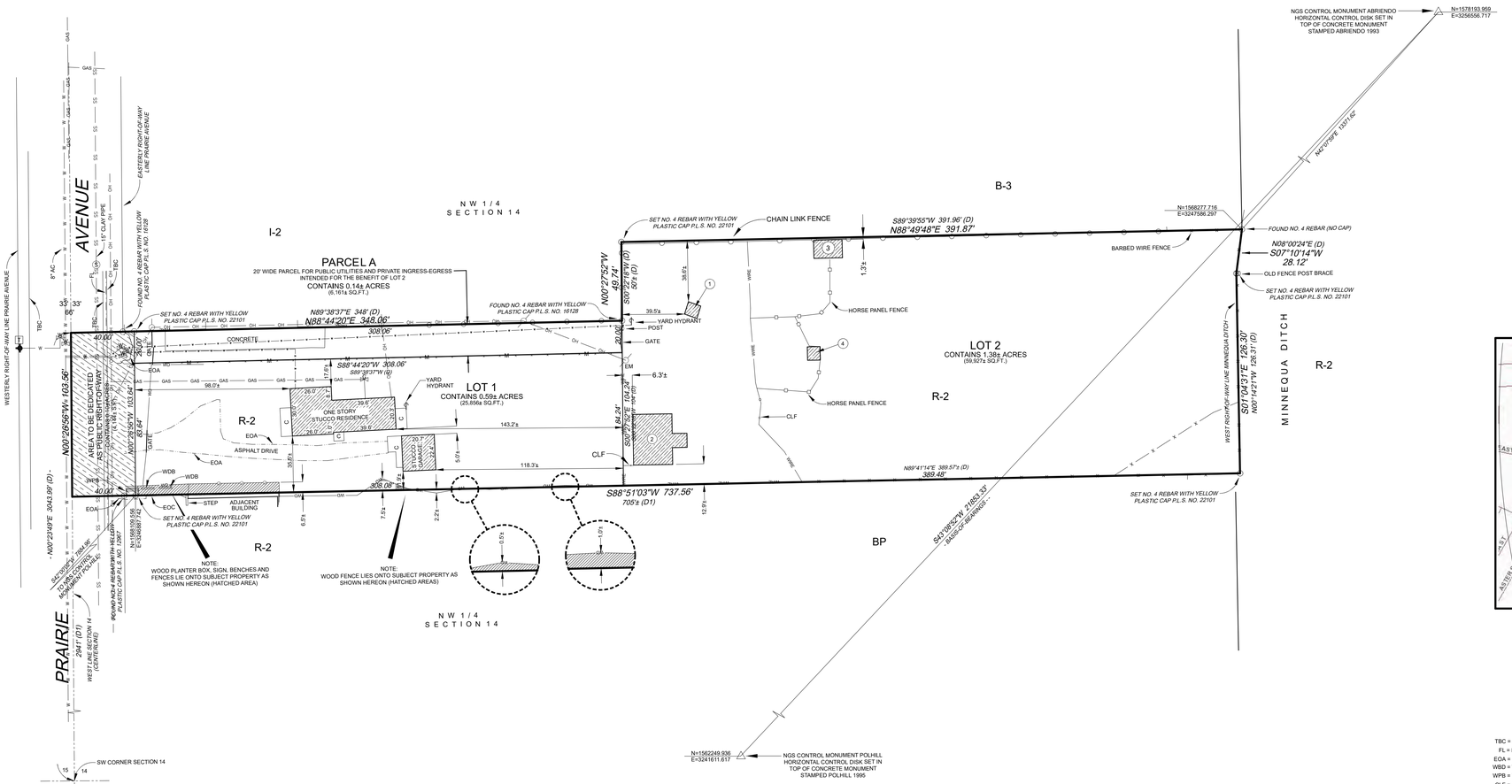
SHEET: 1 OF 1
DATE: 12-2-2025
SCALE: 1" = 40'
PROJECT: BETH BEHM/PAT HILL
DESCRIPTION:BEHM-HILL RANCH SUBDIVISION
FIELD: SB/BG
DRAWN: RMS
CHECKED: RGR
JOB NUMBER: 2025-293
FILE NAME: 2025-293 SUB
REF. JOB NO. 2025-146

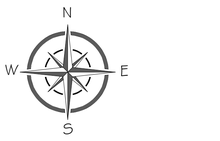
Cardinal Points
Surveying Inc.
4601 Eagledale Place, Suite 110
Pueblo, Colorado 81006
(719) 253-0674 - (719) 253-0676 fax

BEHM - HILL RANCH SUBDIVISION

A PORTION OF THE NE 1/4 OF SECTION 14, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN.
CITY OF PUEBLO, COUNTY OF PUEBLO, STATE OF COLORADO.

SUPPLEMENTAL MAP





SCALE 1" = 40'

40' 20' 0 40' 80' 120'

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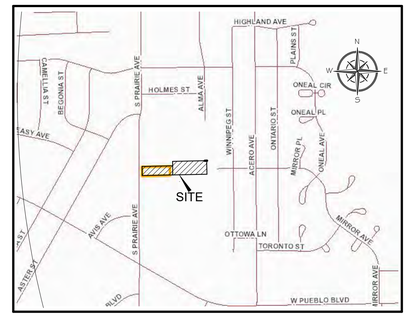

VICINITY MAP

LEGEND

TBC = TOP BACK CURB
FL = FLOWLINE
EOA = EDGE ASPHALT
WBD = WOOD BENCH
WPB = WOOD PLANTER BOX WITH ELEVATED SIGN
CLF = CHAIN LINK FENCE
C = CONCRETE

1 = 8.2' X 8.2' WOOD SHED ON SKIDS
2 = 32' X 34' METAL SIDED GARAGE WITH CONCRETE FLOOR
3 = 11.5' x 18' HORSE SHELTER
4 = 8.5' X 8' HORSE SHELTER

= POWER POLE
EM = POWER POLE WITH ELECTRIC METER
S = SANITARY SEWER MANHOLE
W = WATER VALVE
T = TELEPHONE PEDESTAL
= FIRE HYDRANT
G = GAS VALVE
= YARD HYDRANT

WIRE/MESH FENCE
METAL PANEL FENCE
OVERHEAD POWER LINE
GAS LINE
6' HIGH WOOD FENCE
6' HIGH CHAIN LINK FENCE
BARBED WIRE FENCE
WATER LINE
SANITARY SEWER LINE

ZONE DISTRICT

R-2 = SINGLE FAMILY RESIDENTAL
I-2 = INDUSTRIAL
B-3 = HIGHWAY AND ARTERIAL BUSINESS
B-P = BUSINESS PARK

December 2, 2025

SUBDIVIDERS/PROPERTY OWNERS:

Lizette Rodriguez
P.O. Box 1726
Fabens, TX 79838-1726

AND

Patrick Hill and Elizabeth Behm
4 Pennwood Lane
Pueblo, CO 81005

I RANDY G. REEVES, a Professional Land Surveyor registered in the State of Colorado, hereby state that this Supplemental Map of Behm - Hill Ranch Subdivision, was prepared by me or under my direct responsible charge in November 2025 and is correct to the best of my knowledge and belief.

RANDY G. REEVES **DATE**
PROFESSIONAL LAND SURVEYOR NO. 22101

NOTE:
Utilities shown hereon were located by onsite observation and maps provided by the utility companies.

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.

NO.	DATE:	REVISIONS (COMMENTS)	CHECKED:

SHEET: 1 OF 1
DATE: 12-2-2025
SCALE: 1" = 40'

PROJECT: BETH BEHM/PAT HILL
DESCRIPTION:BEHM-HILL RANCH SUBDIVISION
FIELD: SB/BG | JOB NUMBER: 2025-293
DRAWN: RMS | FILE NAME: 2025-293 SUB
CHECKED: RGR | REF. JOB NO. 2025-146

Cardinal Points Surveying Inc.
(719) 253-0874 - (719) 253-0878 fax
4601 Eagledge Place, Suite 110
Pueblo, Colorado 81008

February 20, 2026

The City Planning and Zoning Commission will hold a public hearing on a request from Francis Blackford for the approval of the following applications:

S-25-09 Behm-Hill Ranch Subdivision: A subdivision of 2.14 acres into two lots and one parcel adjacent to S Prairie Ave.

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.

The Planning and Zoning Commission meeting will be held on **March 11th, 2026, at 3:30 p.m.** in City Council Chambers at 1 City Hall Place. The meeting will be recorded and can be viewed via Zoom, but **no testimony will be heard virtually** (Zoom info available at www.pueblo.us/PandZ).

You are welcome to attend this public hearing and express your viewpoint concerning this proposal. If you cannot attend in-person, written testimony can be accepted up to 48 hours before the hearing date. To review the plans and staff report for the proposed application, please visit www.pueblo.us/PandZ and click on “Most Recent Agenda” no sooner than the Friday prior to the hearing. **Please contact the planner listed below if you have questions**.

Beritt Odom, Director of Planning & Community Development
By Hannah Prinzi, Planner
(719) 553-2259

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Beritt Odom, Director of Planning & Community Development
By Hannah Prinzi, Planner
(719) 553-2259

CASE NUMBER S-25-09

CERTIFICATION

I hereby certify that I did this day cause written notice of the public hearing on the proposed final plat of the property commonly known as Behm Hill Ranch 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.

February 20, 2026
(Date)

PUEBLO PLANNING & ZONING COMMISSION

By Cindy Capitta

Owner	OwnerStree	OwnerCity	OwnerStat	OwnerZip
HIGHLINE RENTALS INC	1660 CHAMBERS RD	AURORA	CO	80011-4624
EL VISTAR PARTNERSHIP	200 W CITY CENTER DR STE	PUEBLO	CO	81003-1024
PRIGMORE RICHARD J/PRIGMORE RACHEL L +	211 ALHAMBRA DR	PUEBLO	CO	81005-2971
SHAMMASH ARIEL INC	2612 S PRAIRIE AVE	PUEBLO	CO	81005-3168
CABRAL RICHARD/APODACA MARY LOU	2613 WINNIPEG ST	PUEBLO	CO	81004-4144
SABALA MARY B	2617 WINNIPEG ST	PUEBLO	CO	81004-4144
SALAS ELSIE/SALAS JANICE	2621 WINNIPEG ST	PUEBLO	CO	81004-4144
WATKINS SARAH A	2625 WINNIPEG ST	PUEBLO	CO	81004-4144
CHAVEZ JONATHAN/CHAVEZ KENNETH P	2629 WINNIPEG ST	PUEBLO	CO	81004-4144
RUYBAL JOE PETE/RUYBAL LOUISE E	2633 WINNIPEG ST	PUEBLO	CO	81004-4144
BURGESS CHRISTINE M	2650 S PRAIRIE AVE	PUEBLO	CO	81005-3168
POTICA PROPERTIES LLC	2700 S PRAIRIE AVE	PUEBLO	CO	81005-3167
MONTOYA GLORIA C / MONTOYA PHILLIP	2705 WINNIPEG ST	PUEBLO	CO	81004-4233
ESPINOZA VANESSA	2717 WINNIPEG ST	PUEBLO	CO	81004-4233
GRAHAM GREGORY	2721 WINNIPEG ST	PUEBLO	CO	81004-4233
ROSER CHELSEA	2725 WINNIPEG ST	PUEBLO	CO	81004-4233
MARTINEZ FEDERICO J/MARTINEZ AMBER	2805 WINNIPEG ST	PUEBLO	CO	81004-4239
2718 MT ZION LLC	2815 W PUEBLO BLVD	PUEBLO	CO	81005-3182
MARINO JAMES J/MARINO MARIA I	35161 IRIS RD	PUEBLO	CO	81006-9413
SHIFFLET CLINTON E	390 N EARL PL	PUEBLO W	CO	81007-2300
HILL PATRICK	4 PENNWOOD LN	PUEBLO	CO	81005
PUEBLO MUNICIPAL CORPORATION	PO BOX 1427	PUEBLO	CO	81002-1427
RODRIGUEZ LIZETTE	PO BOX 1726	FABENS	TX	79838-1726

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: June 22, 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 A SPECIAL AREA PLAN FOR THE BEHM-HILL RANCH SUBDIVISION

SUMMARY:

A Special Area Plan for 2.11 acres to guarantee access, maintenance, and service for two Lots and one Parcel within the proposed Behm-Hill Ranch Subdivision.

PREVIOUS COUNCIL ACTION:

None.

The applicant is concurrently requesting to subdivide 2.11 acres (S-25-09).

BACKGROUND:

The proposed Special Area Plan overlays the Behm-Hill Ranch Subdivision a Special Area Plan, which consists of Lot 1, Lot 2, and Parcel A. The purpose of the Special Area Plan is to create a private drive to provide frontage, ingress and egress, and utilities to Lot 2, which does not have frontage on an approved dedicated public right of way. The private drive is located within Parcel A and the Subdivision/Special Area Plan Plat includes requirements for perpetual maintenance of the private drive.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their March 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 two parcels will remain unsubdivided, and no new construction or improvements may be approved by the City.

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. SAP-26-01 Attachments

ORDINANCE NO.

AN ORDINANCE APPROVING A SPECIAL AREA PLAN FOR THE BEHM-HILL RANCH SUBDIVISION

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

SECTION 1.

The Special Area Plan for:
COMMENCING AT A POINT ON WEST LINE OF SECTION 14, 2941 FEET NORTH OF THE SOUTHWEST CORNER OF SAID SECTION 14, TOWNSHIP 21 SOUTH, RANGE 65 WEST; THENCE EAST AT RIGHT ANGLE TO WEST LINE OF SAID SECTION, 705 FEET, MORE OR LESS, TO THE WEST RIGHT OF WAY LINE OF THE MINNEQUA DITCH; THENCE NORTHERLY 0°35' WEST ALONG THE WEST LINE OF THE RIGHT OF WAY OF THE MINNEQUA DITCH, A DISTANCE OF 154.31 FEET, MORE OR LESS, TO A POINT AT RIGHT ANGLE TO WEST LINE OF SAID SECTION; THENCE WEST A DISTANCE OF 720.16 FEET MORE OR LESS TO A POINT ON THE WEST LINE OF SAID SECTION 14; THENCE SOUTH ALONG THE WEST LINE OF SAID SECTION 14 A DISTANCE OF 154 FEET, MORE OR LESS TO THE POINT OF BEGINNING, EXCEPT PORTIONS CONVEYED BY DEEDS RECORDED OCTOBER 28, 1975 IN BOOK 1828 AT PAGE 34 AND DECEMBER 1, 1975 IN BOOK 1831 AT PAGE 272. COUNTY OF PUEBLO, STATE OF COLORADO.
AND
THAT PATRICK HILL AND ELIZABETH BEHM BEING THE SOLE OWNER OF THE FOLLOWING DESCRIBED PARCEL OF LAND:
A TRACT OF LAND LOCATED IN THE NW1/4 OF SECTION 14, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH P.M. DESCRIBED AS;
COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 14; THENCE NORTH 0° 23' 49" EAST ALONG THE WEST LINE OF SAID SECTION 14, 3043.99 FEET TO A POINT; THENCE NORTH 89° 38' 37" EAST, 348 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 0° 22' 18" WEST, 104 FEET TO A POINT; THENCE NORTH 89° 41' 14" EAST, 389.57 FEET MORE OR LESS TO A POINT ON THE WEST RIGHT OF WAY LINE OF THE MINNEQUA DITCH; THENCE NORTH 0° 14' 21" WEST ALONG THIS WEST RIGHT OF WAY LINE 126.31 FEET TO A POINT; THENCE NORTH 8° 00' 24" EAST ALONG THIS WEST RIGHT OF WAY LINE 28.12 FEET TO A POINT;
THENCE SOUTH 89° 39' 55" WEST, 391.96 FEET, TO A POINT; THENCE SOUTH 0° 22' 18" WEST, 50 FEET., MORE OR LESS TO THE TRUE POINT OF BEGINNING.
AND
A RIGHT OF WAY TO BE USED AS A ROAD TO THE ABOVE DESCRIBED PARCEL, OVER THE TRACT DESCRIBED AS:
COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 14; THENCE NORTH 0° 23' 49" EAST ALONG WEST LINE OF SAID SECTION 14, 3043.99 FEET, TO THE TRUE POINT OF BEGINNING; THENCE NORTH 89° 38' 37" EAST, 348 FEET TO A POINT ON THE WEST LINE OF ABOVE DESCRIBED PARCEL; THENCE SOUTH 0° 22' 18" WEST ALONG THE WEST LINE OF SAID PARCEL, 20 FEET TO A POINT; THENCE SOUTH 89° 38' 37" WEST 348 FEET, MORE OR LESS TO A POINT IN THE WEST LINE OF SAID SECTION 14; THENCE NORTH 0° 23' 49" EAST ALONG THE WEST LINE OF SAID SECTION 14, 20 FEET, TO THE POINT OF BEGINNING; EXCEPTING AND SUBJECT TO THAT PART OF THE WEST END THEREOF, BEING APPROXIMATELY THE WEST 33 FEET, THEREOF, LYING IN AND OCCUPIED BY PRAIRIE AVENUE.

COUNTY OF PUEBLO, STATE OF COLORADO.

Attached hereto, is hereby approved.

SECTION 2.

The Behm-Hill Ranch Subdivision, A Special Area Plan is approved without conditions.

SECTION 3.

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

BEHM - HILL RANCH SUBDIVISION,
A SPECIAL AREA PLAN

A PORTION OF THE NE 1/4 OF SECTION 14, 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 LIZETTE RODRIGUEZ BEING THE SOLE OWNER OF THE FOLLOWING DESCRIBED PARCEL OF LAND:

A PARCEL OF LAND IN SECTION 14, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH P.M., COUNTY OF PUEBLO, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON WEST LINE OF SECTION 14, 2941 FEET NORTH OF THE SOUTHWEST CORNER OF SAID SECTION 14, TOWNSHIP 21 SOUTH, RANGE 65 WEST; THENCE EAST AT RIGHT ANGLE TO WEST LINE OF SAID SECTION, 705 FEET, MORE OR LESS, TO THE WEST RIGHT OF WAY LINE OF THE MINNEQUA DITCH; THENCE NORTHERLY 0°35' WEST ALONG THE WEST LINE OF THE RIGHT OF WAY OF THE MINNEQUA DITCH, A DISTANCE OF 154.31 FEET, MORE OR LESS, TO A POINT AT RIGHT ANGLE TO WEST LINE OF SAID SECTION; THENCE WEST A DISTANCE OF 720.16 FEET MORE OR LESS TO A POINT ON THE WEST LINE OF SAID SECTION 14; THENCE SOUTH ALONG THE WEST LINE OF SAID SECTION 14 A DISTANCE OF 154 FEET, MORE OR LESS TO THE POINT OF BEGINNING, EXCEPT PORTIONS CONVEYED BY DEEDS RECORDED OCTOBER 28, 1975 IN BOOK 1828 AT PAGE 34 AND DECEMBER 1, 1975 IN BOOK 1831 AT PAGE 272. COUNTY OF PUEBLO, STATE OF COLORADO.

SAID PARCELS CONTAINS 26.67 ACRES MORE OR LESS.

AND

THAT PATRICK HILL AND ELIZABETH BEHM BEING THE SOLE OWNER OF THE FOLLOWING DESCRIBED PARCEL OF LAND:

A TRACT OF LAND LOCATED IN THE NW1/4 OF SECTION 14, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH P.M. DESCRIBED AS;

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 14; THENCE NORTH 0° 23' 49" EAST ALONG THE WEST LINE OF SAID SECTION 14, 3043.99 FEET TO A POINT; THENCE NORTH 89° 38' 37" EAST, 348 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 0° 22' 18" WEST, 104 FEET TO A POINT; THENCE NORTH 89° 41' 14" EAST, 389.57 FEET MORE OR LESS TO A POINT ON THE WEST RIGHT OF WAY LINE OF THE MINNEQUA DITCH; THENCE NORTH 0° 14' 21" WEST ALONG THIS WEST RIGHT OF WAY LINE 126.31 FEET TO A POINT; THENCE NORTH 8° 00' 24" EAST ALONG THIS WEST RIGHT OF WAY LINE 28.12 FEET TO A POINT; THENCE SOUTH 89° 39' 55" WEST, 391.96 FEET, TO A POINT; THENCE SOUTH 0° 22' 18" WEST, 50 FEET., MORE OR LESS TO THE TRUE POINT OF BEGINNING.

AND

A RIGHT OF WAY TO BE USED AS A ROAD TO THE ABOVE DESCRIBED PARCEL, OVER THE TRACT DESCRIBED AS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 14; THENCE NORTH 0° 23' 49" EAST ALONG WEST LINE OF SAID SECTION 14, 3043.99 FEET, TO THE TRUE POINT OF BEGINNING; THENCE NORTH 89° 38' 37" EAST, 348 FEET TO A POINT ON THE WEST LINE OF ABOVE DESCRIBED PARCEL; THENCE SOUTH 0° 22' 18" WEST ALONG THE WEST LINE OF SAID PARCEL, 20 FEET TO A POINT; THENCE SOUTH 89° 38' 37" WEST 348 FEET, MORE OR LESS TO A POINT IN THE WEST LINE OF SAID SECTION 14; THENCE NORTH 0° 23' 49" EAST ALONG THE WEST LINE OF SAID SECTION 14, 20 FEET, TO THE POINT OF BEGINNING; EXCEPTING AND SUBJECT TO THAT PART OF THE WEST END THEREOF, BEING APPROXIMATELY THE WEST 33 FEET, THEREOF, LYING IN AND OCCUPIED BY PRAIRIE AVENUE. COUNTY OF PUEBLO, STATE OF COLORADO.

HAS CAUSED THE AFOREGOING DESCRIBED PROPERTY TO BE SURVEYED, PLATTED AND SUBDIVIDED INTO TWO (2) LOTS, AND ONE PARCEL 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 BEHM - HILL RANCH SUBDIVISION, A SPECIAL AREA PLAN.

PARCEL A IS HEREBY DEDICATED AS A PRIVATE RIGHT-OF-WAY FOR THE EXCLUSIVE USE OF LOT 2 INLCUDING AN EASEMENT FOR ALL PUBLIC UTILITIES AND PRIVATE INGRESS AND EGRESS

PUBLIC UTILITIES NOTED HEREON, WITHIN PARCEL A, IS HEREBY DEDICATED TO THE PUBLIC FOR PERPETUAL USE.

ALL SANITARY SEWER FACILITIES, LANDSCAPING, AND STREET IMPROVEMENTS, INCLUDING PAVEMENTS, CURBS, GUTTERS, AND SIDEWALKS, WHICH ARE LOCATED ON EASEMENTS OR PARCELS SHOWN HEREON SHALL BE INSTALLED,REPAIRED AND MAINTAINED IN GOOD WORKING ORDER AND CONDITION BY THE OWNERS OF ALL LOTS WITHIN THIS SUBDIVISION, SUBJECT TO THE TERMS AND CONDITIONS OF THE DECLARATION OF COVENANTS REFERENCED HEREON.

THE PRIVATE RIGHT-OF-WAY FOR INGRESS-EGRESS FOR THE BENEFIT OF LOT 2 LOCATED WITHIN PARCEL A SHOWN HEREON SHALL BE REPAIRED AND MAINTAINED BY THE OWNER(S) OF LOT 2.

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.

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."

ALL OF THE PROPERTY SHOWN ON THIS PLAT SHALL BE SUBJECT TO THE TERMS AND CONDITIONS DEFINED AND DESCRIBED IN THE DECLARATION OF COVENANTS DATED _____ , AND RECORDED IN THE OFFICE OF THE CLERK AND RECORDER OF PUEBLO COUNTY, COLORADO.

IN WITNESS WHEREOF THE FOLLOWING HAVE SET THEIR HAND:

_____ _____
LIZETTE RODRIGUEZ DATE

STATE OF TEXAS)
)S.S.
COUNTY OF EL PASO)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS_____ DAY OF_____ , 2026 BY LIZETTE RODRIGUEZ.

_____ MY COMMISSION EXPIRES: _____
NOTARY PUBLIC

_____ _____
PATRICK HILL DATE

_____ _____
ELIZABETH BEHM DATE

STATE OF COLORADO)
)S.S.
COUNTY OF PUEBLO)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS_____ DAY OF_____ , 2026 BY PATRICK HILL AND ELIZABETH BEHM.

_____ MY COMMISSION EXPIRES: _____
NOTARY PUBLIC

IMPROVEMENTS CERTIFICATION:

THIS IS TO CERTIFY THAT THE SUBDIVIDERS HAVES 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 BEHM - HILL RANCH SUBDIVISION, A SPECIAL AREA PLAN 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 LIZETTE RODRIGUEZ, PATRICK HILL AND ELIZABETH BEHM, THAT A SURVEY OF THE ABOVE DESCRIBED PREMISES WAS CONDUCTED UNDER MY RESPONSIBLE CHARGE IN NOVEMBER 2025 AND THAT THIS PLAT OF BEHM - HILL RANCH 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:

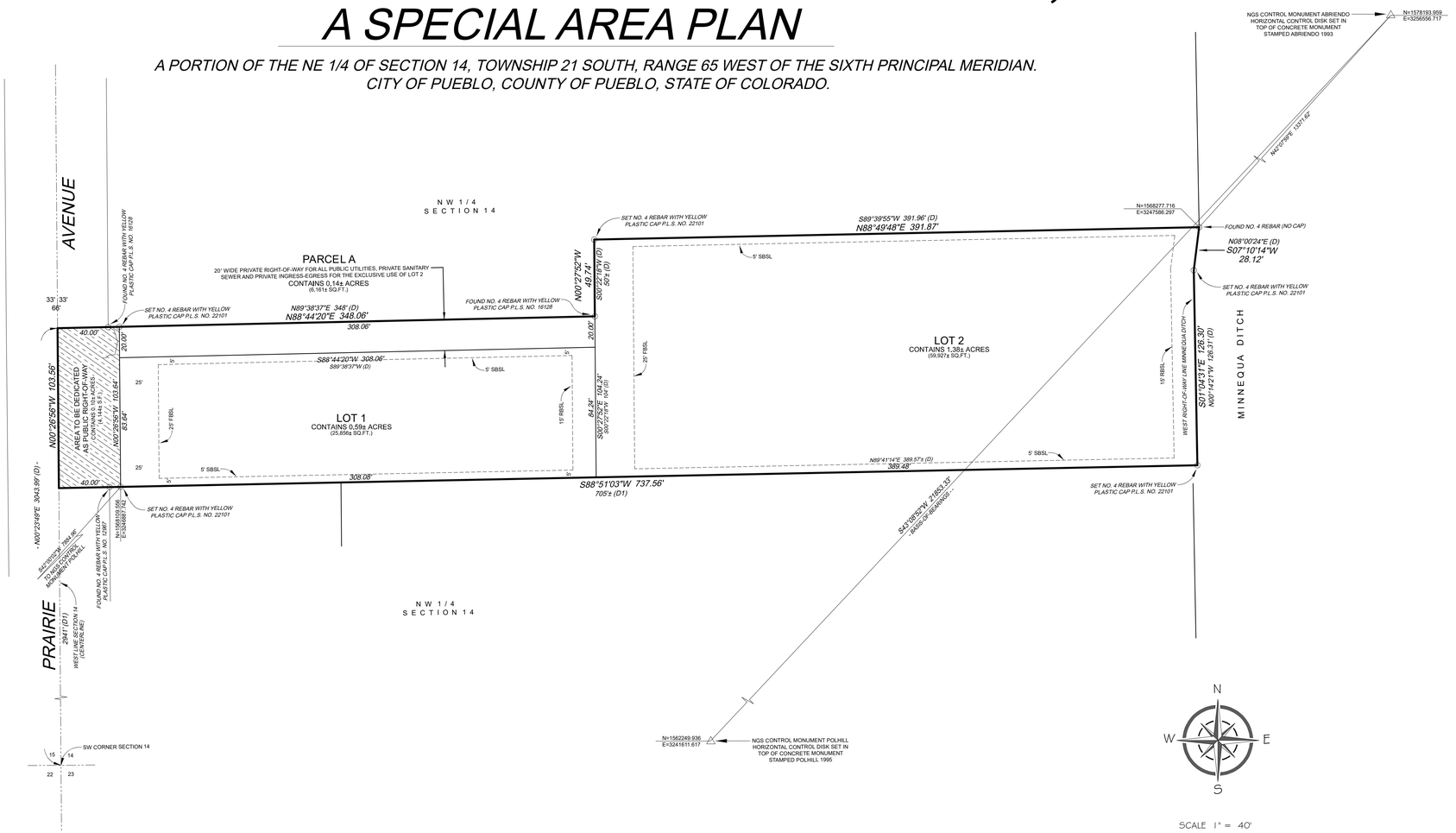
1.) A SEARCH FOR RECORDED RIGHTS OF WAY AND EASEMENTS WAS DONE BY FIDELITY NATIONAL TITLE, COMMITMENT NUMBER NO. 320-F12251-25 WITH AN EFFECTIVE DATE OF AUGUST 29, 2025 AT 8:00 A.M. (VESTED IN LIZETTE RODRIGUEZ) AND POLICY NO. 320-F06616-25, WITH A POLICY DATE OF JUNE 26, 2025 AT 11:16 A.M. (VESTED IN PATRICK HILL AND ELIZABETH BEHM)

2.) BEARINGS BASED ON THE COLORADO STATE PLANE COORDINATE SYSTEM OF 1983 (2007) SOUTH ZONE ESTABLISHED ON A LINE BETWEEN NGS CONTROL MONUMENT "ABRIENDO" AND NGS CONTROL MONUMENT "POLHILL" , MONUMENTED AT EACH END WITH A HORIZONTAL CONTROL DISK SET IN TOP OF CONCRETE MONUMENT, TO BEAR S43°08'52"W.

3.) DISTANCES SHOWN HEREON, EXCEPT AS NOTED, ARE GROUND DISTANCES. THE COMBINATION FACTOR FOR THIS PLAT IS 1.000263002. 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 "ABRIENDO". COORDINATES SHOWN HEREON, EXCEPT AS NOTED, ARE GROUND COORDINATES.

4.) ALL DISTANCES SHOWN HEREON ARE IN U.S. SURVEY FEET.

5.) THE PRIVATE DRIVEWAY FOR INGRESS-EGRESS FOR THE BENEFIT OF LOT 2 LOCATED WITHIN PARCEL A SHOWN HEREON SHALL BE REPAIRED AND MAINTAINED BY THE OWNER(S) OF LOT 2.



PROPERTY MAY BE SUBJECT TO: SCHEDULE B, PART II - EXCEPTIONS (COMMITMENT NO. 320-F12251-25, LIZETTE RODRIGUEZ)

1.) EXCEPTION NO. 8: TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS CONTAINED IN THE GRANT OF RIGHT OF WAY AS SET FORTH BELOW:

RECORDING DATE:OCTOBER 19, 1954, RECORDING NO: BOOK 1249 AT PAGE 145. (DOES NOT AFFECT, NORTH OF SUBJECT PROPERTY)

2.) EXCEPTION NO. 9: TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS CONTAINED IN THE GRANT OF RIGHT OF WAY AS SET FORTH BELOW:

RECORDING DATE:OCTOBER 19, 1954, RECORDING NO: BOOK 1249 AT PAGE 147. (DOES NOT AFFECT, NORTH OF SUBJECT PROPERTY)

3.) EXCEPTION NO. 10: TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS CONTAINED IN THE GRANT OF RIGHT OF WAY AS SET FORTH BELOW:

RECORDING DATE:OCTOBER 19, 1954, RECORDING NO: BOOK 1249 AT PAGE 149, (LIES WITHIN PRAIRIE AVENUE RIGHT-OF-WAY)

4.) EXCEPTION 11: TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS CONTAINED IN THE ORDINANCE NO. 3646 AS SET FORTH BELOW:

RECORDING DATE: DECEMBER 19, 1972, RECORDING NO: BOOK 1736 AT PAGE 431. (THE NW 1/4 OF SECTION 14, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH P.M. ANNEXED INTO THE CITY OF PUEBLO, ORDINANCE NO. 3646)

5.) EXCEPTION NO. 12. RIGHT OF WAY FOR ROAD CONVEYED IN WARRANTY DEED RECORDED OCTOBER 28, 1975 IN BOOK 1828 AT PAGE 34. (A PORTION OF THE 20' WIDE RIGHT-OF-WAY LIES WITHIN PARCEL A, SHOWN HEREON)

13. THE EFFECT, IF ANY, OF ASSESSMENTS THAT MAY BE LEVIED BY THE PUEBLO CONSERVANCY DISTRICT PER NOTICE OF AN ORDER RECORDED AUGUST 1, 2007 AT RECEPTION NO. 1736292. (NOT SURVEY RELATED)

14. RIGHT OF WAY FOR MINNEQUA DITCH AND SOUTH PRAIRIE AVENUE AS DEPICTED ON COUNTY ASSESSOR MAP. (SHOWN HEREON AS APPLICABLE)

PROPERTY MAY BE SUBJECT TO: SCHEDULE B, PART II - EXCEPTIONS (POLICY NO. 320-F06616-25, PATRICK HILL AND ELIZABETH BEHM)

1.) EXCEPTION NO. 7: RESERVATIONS CONTAINED IN THE PATENT FROM: THE UNITED STATES OF AMERICA RECORDING DATE: NOVEMBER 19, 1875 RECORDING NO: BOOK 10 PAGE 557. (REFERENCES TOWNSHIP 20 SOUTH, RANGES 63, 64 AND 65)

2.) EXCEPTION NO. 8: TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS CONTAINED IN THE ORDINANCE NO. 3646 AS SET FORTH BELOW: RECORDING DATE:DECEMBER 19, 1972 RECORDING NO: 439769. (AFFECTS THE NW 1/4 OF SECTION 14, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH P.M. ANNEXED INTO THE CITY OF PUEBLO)

3.) EXCEPTION NO. 9: EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, AND TERMS, CONDITIONS AND PROVISIONS OF THE AGREEMENT AS SET FORTH IN DOCUMENT SHOWN BELOW:
GRANTED TO: CITY OF PUEBLO PURPOSE: RIGHT OF WAY RECORDING DATE: SEPTEMBER 17, 1974 RECORDING NO: 480435 (MAY AFFECT, DESCRIBED WITHIN PRAIRIE AVENUE RIGHT-OF-WAY)

4.) EXCEPTION NO. 10: ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF THE LAND IN THE SPECIAL IMPROVEMENT DISTRICT N. 74-2, AS EVIDENCED BY INSTRUMENT(S) RECORDED JUNE 10, 1975, AT RECEPTION NO. 496018. (NOT SURVEY RELATED)

5.) EXCEPTION NO. 11: RIGHT OF WAY FOR DITCH OVER THE EAST SIDE OF SUBJECT PROPERTY AS SHOWN ON PUEBLO COUNTY GIS MAP INSOFAR AS THE SAME MAY AFFECT THE LAND. (WEST RIGHT-OF-WAY LINE OF DITCH SHOWN HEREON)

12. THE EFFECT OF INCLUSION OF THE LAND IN THE SOUTHERN COLORADO WATER CONSERVANCY DISTRICT. (NOT SURVEY RELATED)

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.

SPECIAL AREA PLAN NOTES

ZONE DISTRICT: R-2 (SINGLE FAMILY RESIDENTIAL)
ALL R-2 DISTRICT REGULATIONS APPLY TO THE DEVELOPMENT

TOTAL DWELLING UNITS: TWO (2)

AREA: 1.97 ACRES

DENSITY: 1.10 D.U. ACRE

PARKING PROVIDED: TWO (2) SPACES D.U.

PREPARED BY: CARDINAL POINTS SURVEYING, INC.

DATE: DECEMBER 2025

COVENANTS, CONDITIONS, RESTRICTIONS AND PRIVATE RIGHT-OF-WAY

THE BEHM - HILL RANCH SUBDIVISION, A SPECIAL AREA PLAN, IS A PLANNED COMMUNITY CONSISTING OF SINGLE FAMILY RESIDENTIAL DWELLINGS.

NET DENSITY ANALYSIS

GROSS PROPERTY AREA	= 2.21 ACRES
RIGHT OF WAY (PRAIRIE AVE.)	= 0.10 ACRES
PRIVATE RIGHT-OF-WAY (PARCEL "A")	= 0.14 ACRES
NET SITE AREA	= 1.97 ACRES
DWELLING UNITS	= TWO (2) UNITS
ZONING	= R-2 (SINGLE FAMILY RESIDENTIAL)

MINIMUM LOT SIZE FOR R-2 ZONE = 5000 S.F.
1.97 ACRES = 85,813.2 SF.

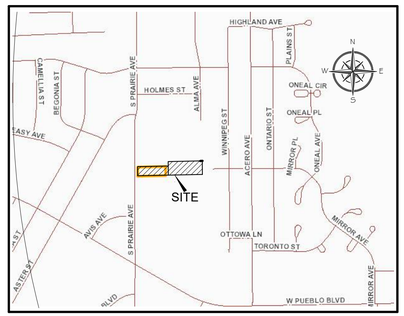
MAXIMUM DWELLING UNITS FOR R-2 ZONE

85,813.2 S.F. / 5,000 S.F. = 42.9 UNITS

SCALE 1" = 40'

40' 20' 0 40' 80' 120'
SCALE IN FEET

(D) = DEED DIMENSION (WARRANTY DEED, BOOK 1828, PAGE 34)
(D1) = DEED DIMENSION (SPECIAL WARRANTY DEED, RECEPTION NO. 2043749)



VICINITY MAP

NO.	DATE:	REVISIONS (COMMENTS)	CHECKED:
1	12-23-25	SPECIAL AREA PLAN	RGR
2	2-12-26	COMMENTS CITY & COMM. DVLP DATED 2-3-2026	RGR
3	3-23-26	COMMENTS CITY & COMM. DVLP DATED 3-5-2026	RGR
4	4-20-26	COMMENTS CITY & COMM. DVLP DATED 4-20-2026	RGR

SHEET: 1 OF 1
DATE: 12-2-2025
SCALE: 1" = 40'

PROJECT: BETH BEHM/PAT HILL
DESCRIPTION:BEHM-HILL RANCH SUBDIVISION
FIELD: SB/BG
DRAWN: RMS
CHECKED: RGR
JOB NUMBER: 2025-293
FILE NAME: 2025-293 SUB
REF. JOB NO. 2025-146

Cardinal Points
Surveying Inc.
4601 Eagledge Place, Suite 110
Pueblo, Colorado 81008
(719) 253-0674 - (719) 253-0676 fax

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:

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

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.

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-25-09 Behm-Hill Ranch Subdivision, a Special Area Plan
SAP-26-01 Behm-Hill Ranch Subdivision, a Special Area Plan

DATE: May 27, 2026

Please place the above referenced submittal on the City Council Agenda.

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Brett Boston
City Council Representative

city of PUEBLO colorado
Planning & Zoning Commission

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

James Salazar

SAP-26-01

March 11th, 2026

TO:	City of Pueblo Planning and Zoning Commission
FROM:	Hannah Prinzi, Planner
THROUGH:	Beritt Odom, Director of Planning and Community Development
SUBJECT:	Behm-Hill Ranch Special Area Plan
APPLICANT:	Randy Reeves, Cardinal Points Surveying
PROPERTY OWNER:	Patrick and Elizabeth Behm; Lizette Rodriquez
LOCATION:	Adjacent to S Prairie Blvd, North of W Pueblo Blvd
CONCURRENT REQUESTS:	S-25-09

REQUEST:
Subdivide 2.14 acres into two lots and one parcel, generally located on S Prairie Blvd, which requires a Special Area Plan.

BACKGROUND AND STAFF FINDINGS:

The applicant is requesting to subdivide 2.14 acres of land into two lots and one parcel generally located on S Prairie Ave, north of W Pueblo Blvd. The subdivision site consists of two parcels, the westernmost parcel fronts Prairie Ave. and the eastern parcel sits adjacent to the western parcel and does not front a public right of way. The parcels are unsubdivided and were originally developed in the County before being annexed into the City as part of the Lake Minnequa Annexation in 1972. Since the parcels are unsubdivided, no new construction or other improvements on the land can be approved by the City until and unless the parcels are subdivided (Section 12-4- 4, (b), (7). Furthermore, the Subdivision must be accompanied by a Special Area Plan to provide frontage on a dedicated private right of way. Thus, the applicant has proposed the Behm-Hill Ranch Subdivision and Special Area Plan to create two lots of record and a parcel, dedicated as a private right of way for utilities, ingress, and egress.

The proposed Behm-Hill Subdivision consists of Lot 1, Lot 2, and Parcel A. Lot 1 has an approximate 83.64’ width along S Prairie Blvd and a 308’ depth, totaling about 0.59 acres of land. It is developed with a one-story, single-family residence, detached garage, and asphalt driveway. Lot 2 has an approximate 104’ width and 390’ depth, totaling about 1.38 acres of land. It is developed with a gate, wooden shed, metal garage, and two horse pens. There are two horses on the property, and they may continue to be allowed on the property as a legal non-conforming use. Lot 2 sits behind Lot 1 and does not have direct access to a private or public street. Instead, Lot 2 will access S. Prairie Blvd through Parcel A. Parcel A runs east-west along the length of Lot 1 and is dedicated as a private right of way for all public utilities, private sanitary sewer, and private ingress-egress for the exclusive use of Lot 2. The Parcel has a 20’ width and 308’ depth.

The proposed subdivision is within a Single-Family Residential (R-2) Zone District. The R-2 District provides areas primarily for low-density housing with opportunities to allow moderate-density housing and limited

commercial activities after additional review. The proposed lots meet the minimum lot size and width required under the R-2 District. The property owners of Lot 2 intend to build a single-family residence on their lot and continue owning horses. Otherwise, no other development is known at this time.

APPLICABLE 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.
- Sec. 17-4-1 through 6 of the Pueblo Municipal Code (PMC) concerning zone district regulations.

SITE CHARACTER AND COMPATIBILITY:

Site Character:

The proposed subdivision consists of two unsubdivided parcels. The first parcel is adjacent to S Pueblo Blvd and is developed with a one-story, single-family residence, detached garage, and asphalt driveway. The second parcel is situated behind the first and has no dedicated street access. It is developed with two horse pens, a wooden shed, and metal garage. This second parcel will access S Pueblo Blvd through Parcel A, dedicated to utilities, ingress, and egress.

Neighborhood Compatibility:

North: Industrial (I-2) – Auto repair service
Highway and Arterial Business (B-3) – Single-family residence

East: Single-Family Residential (R-2) – Drainage ditch
One- and Two-Family Residential (R-3) – Single-family residences
Multiple Residential and Office (R-5) – Single-family residences

South: Single-Family Residential (R-2) – Animal Hospital
Business Park (BP)

West: Highway and Arterial Business (B-3) – Vacant land, HVAC Contractor

Comprehensive Plan Compliance:

The subject site is designated by the Pueblo Regional Comprehensive Plan, 2022, as Commercial Mixed-Use. The Commercial Mixed-Use classification calls for primary land uses of large-format retail, personal services, offices, and entertainment and secondary land uses of multi-family residences and other supporting services. The classification is intended to provide commercial, employment, and service-oriented uses to serve adjacent neighborhoods and the broader region.

ABILITY TO COMPLY WITH THE SINGLE-FAMILY RESIDENTIAL (R-2) ZONE DISTRICT REGULATIONS:

All lots meet the minimum lot width and area requirements for the R-2 Zone District.

OBJECTIVES AND REQUIREMENTS OF SPECIAL AREA PLANS (SEC. 17-4-29):

1. **If residential, the overall net density of the area so planned, exclusive of the street rights-of-way, shall not be greater than if each individual parcel were built with a lot size conforming to the requirements of the zone district.** Affirmative. The overall net density will not be greater.

2. **The plan shall provide for the use and continuous maintenance of any remaining open space as well as only land common to all properties or controlled by a corporation or homeowners' association composed of all present and future owners of all property within the proposed development and provision is made for the recording of such with each deed. Any land dedicated to public use and formally accepted by City Council need not be maintained by such corporation or homeowners' association.** Affirmative. Per the plat, all sanitary sewer facilities, landscaping, and street improvements located in easements or Parcel A shall be installed, repaired, and maintained in good working order and condition by the owners of all lots within this subdivision, subject to the Declaration of Covenants. An HOA or Corporation is not necessary as Parcel A only serves one lot, Lot 2.

3. **The plan may provide for exceptions to minimum setback and lot width and depth requirements for each building if such can reasonably be made so that the public health, safety, and general welfare will be protected.** Not Applicable. The plan does not provide exceptions to minimum setback, lot width, or lot depth.

4. **The plan shall provide that all setbacks on the periphery of the area shall not be less than those required for the zone district in which the building complex is located provided, however, that front setback requirements on interior street or service drives may be changed.** Neutral. The Special Area Plan maintains the required setbacks for the R-2 Zone District. However, Staff recommends the plat be amended to include a statement that all regulations of the R-2 District apply.

5. **The plan shall be in accordance with the Pueblo Comprehensive Plan and shall provide appropriate conditions and safeguards in harmony with the general purpose and intent of this Title.** Neutral. The Pueblo 2022 Comprehensive Plan classifies the proposed subdivision and surrounding area as Commercial Mixed-Use. This classification is intended to provide commercial, employment, and service-oriented uses. However, the proposed subdivision is within an R-2 Zone District and allows primarily low-density housing. Any future rezoning action would be reviewed against the Commercial Mixed-Use classification.

6. **The plan shall provide the property with adequate access to transportation, water supply, waste disposal, fire and police protection, and other needed public facilities and services in accordance with the approved subdivision plat.** Affirmative. Parcel A provides access and street frontage from S Prairie Ave to Lot 2.

7. **The street plan shall be in conformity with the most recently adopted major street plan known as the Pueblo Area Transportation System Plan. The street plan, including interior circulation for the special area plan, shall be designed so that no undue traffic congestion or unnecessary traffic hazards will be created in the special area plan or in any adjoining neighborhood.** Affirmative. Parcel A provides access and street frontage from S Prairie Ave to Lot 2.

8. **The plan shall provide traffic access ways, interior circulation ways and parking and loading spaces as required for the zone district in which the land is located.** Affirmative. No loading spaces are required in the R-2 Zone District. Parcel A provides interior circulation for access to Lot 2.

9. **The plan shall be designed so that there will not be a substantially adverse effect upon the character of the neighborhood or upon adjacent property or property values in the area.** Affirmative. Parcel A provides access and street frontage from S Prairie Ave to Lot 2.

10. **The plan shall incorporate adequate safeguards, including but not limited to screening, fences, and landscaping to protect and maintain harmony with the surrounding area.** Not Applicable. No screening or landscaping is required to screen the existing and proposed residential uses from the adjacent industrial and commercial uses.

11. **The plan shall provide the development sequence of the land within the plan if development is to be done in phases. Subdivision plats shall be submitted for the land proposed to be developed in the same development.** Not Applicable. Development will not be phased.

12. **The plan shall provide the location and dimensions of all existing and proposed buildings, structures, rights-of-way, easements, and improvements.** Affirmative. See Supplemental Plat.

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	See attached "JM Comments – REVISION 2 2025-293 Behm-Hill Ranch Sup SAP"
• City Stormwater	No comment
• City Transportation	No comment
• City Wastewater	No comment
• Southern Colorado Building Department	No comment
• Xcel Energy	No comment

RECOMMENDED MOTION:

The Subdivision Review Committee recommends the Planning and Zoning Commission forward a recommendation the requested Subdivision be APPROVED with the following noted:

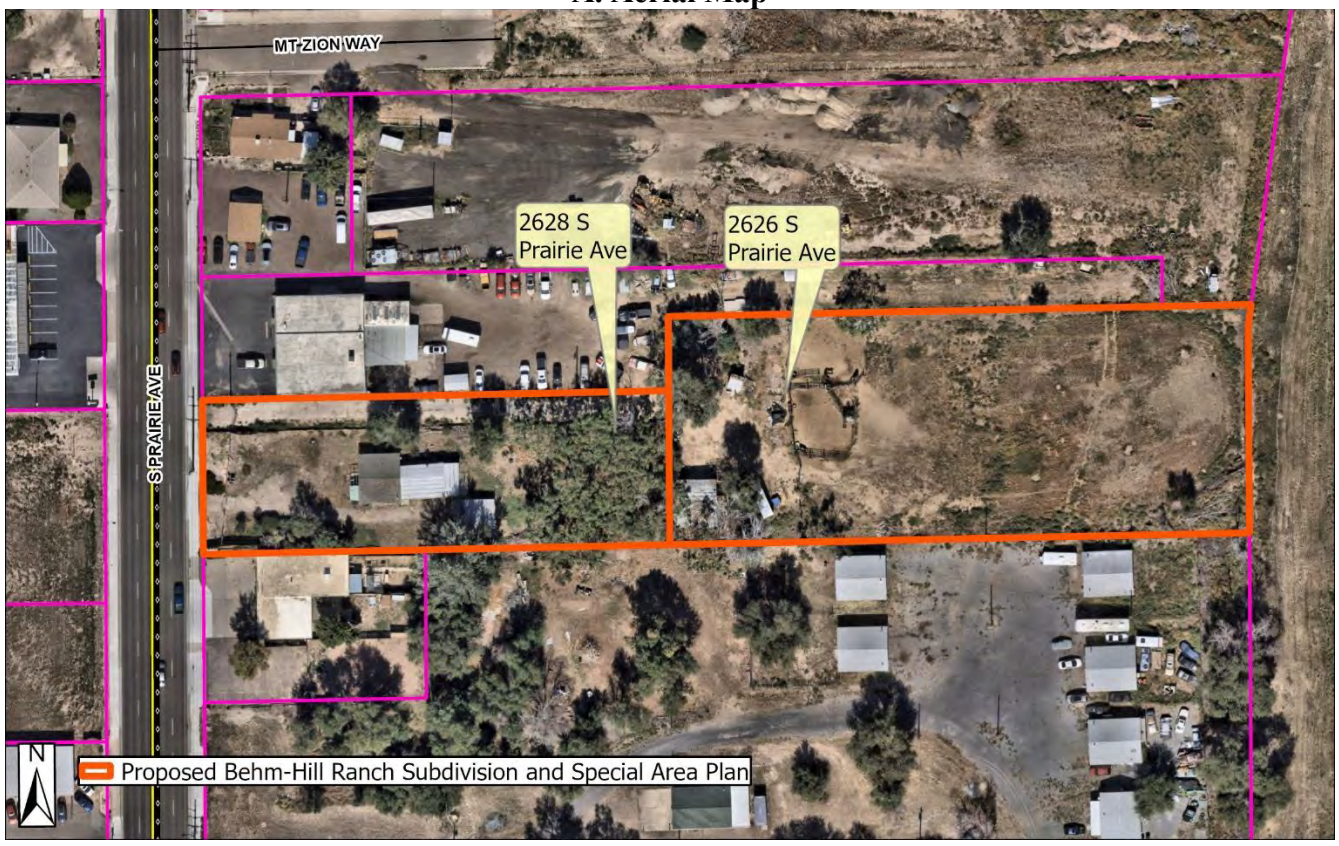
Requests for Modifications to Requirements:	Not Applicable
Request for Deferred Filings	Not Applicable
Plat Deficiencies:	Not Applicable
Conditions of Approval:	Address all redlined comments on "Public Works and Planning Comments for P&Z."

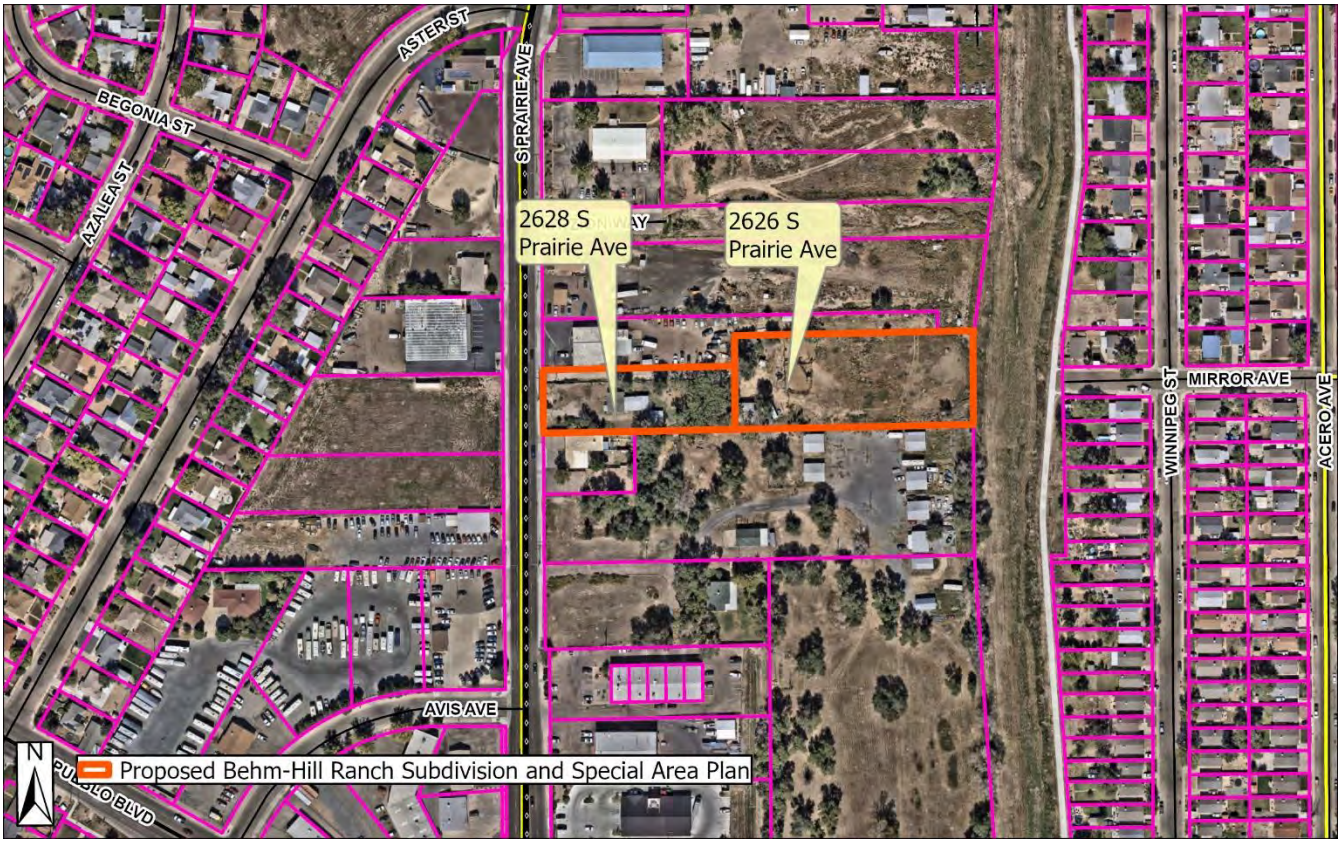
(Unless otherwise noted, all conditions of approval must be completed prior to the case being scheduled for City Council hearing.)	Address the following comment from Pueblo Water regarding water services: • The water services depicted on the Supplemental appear to be incorrect. According to our records, there are two meters in the drive. One service feeds Prigmore's at 2624, one service feeds the back lot 2 (shown correctly but not to yard hydrant, it feeds the small home). The one-story stucco residence fronting 2628 S Prairie does not have a meter. Please have Cardinal Points Correct. Service will need to be re-established to 2628.

ATTACHMENTS:

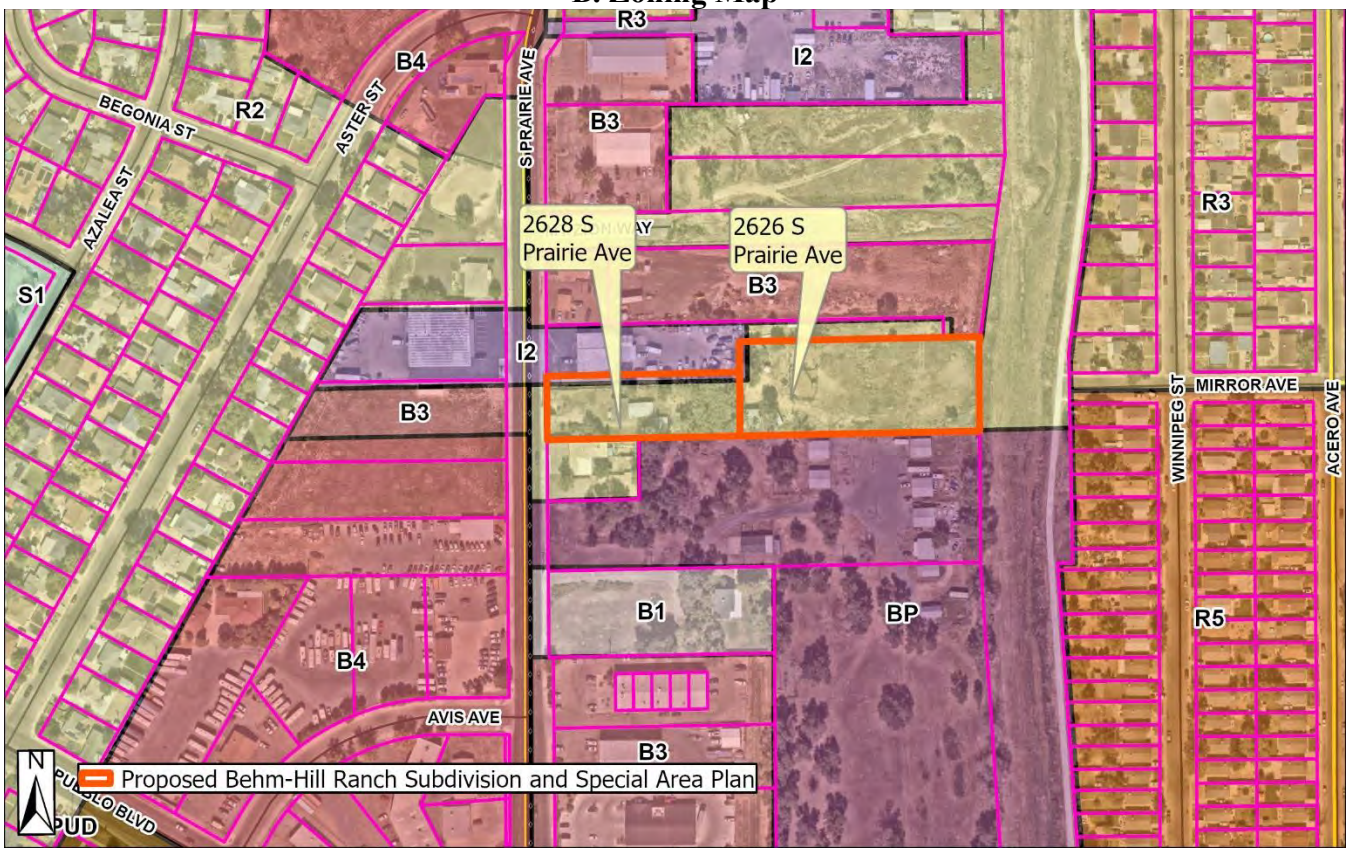
A. Aerial Map
B. Zoning Map
C. Comprehensive Plan Map
D. Public Notice Photo
E. Site Photos
F. Supporting Documents: Applications, Drainage Letter, Public Works and Planning Comments, SRC Memo, Subdivision and SAP Plat, Supplemental Plat

A. Aerial Map

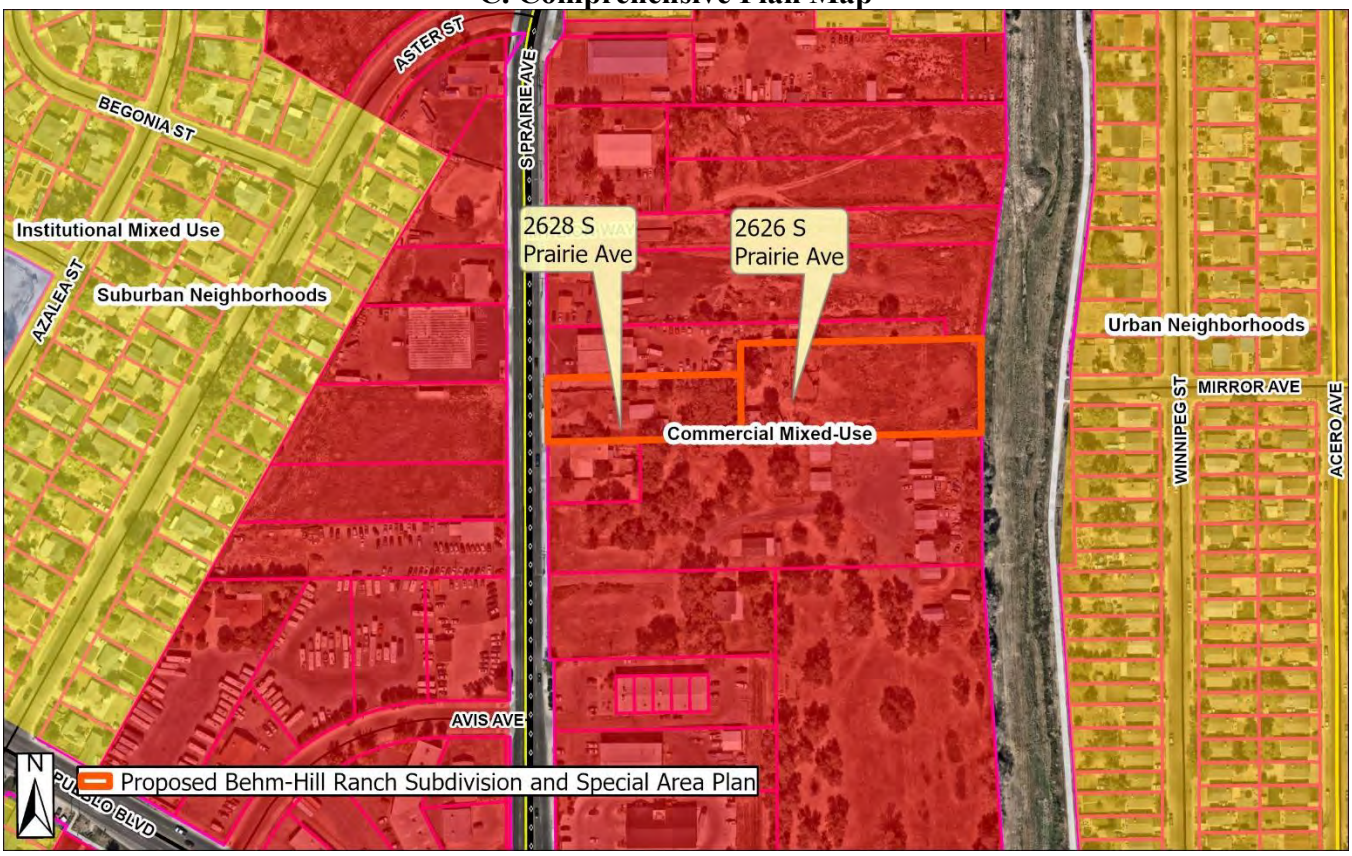

MT ZION WAY
S PRAIRIE AVE
2628 S Prairie Ave
2626 S Prairie Ave
N
Proposed Behm-Hill Ranch Subdivision and Special Area Plan


ASTER ST
BEGONIA ST
AZALEA ST
S PRAIRIE AVE
2628 S Prairie Ave
2626 S Prairie Ave
MIRROR AVE
WINNIPEG ST
ACERO AVE
AVIS AVE
PUEBLO BLVD
N
Proposed Behm-Hill Ranch Subdivision and Special Area Plan

B. Zoning Map



C. Comprehensive Plan Map



D. Public Notice Photo

E. Site Photos

Lot 1 – single-family residence, garage

Lot 1 – as seen from S Prairie Ave

Lot 1 – as seen from Parcel A

Lot 2 – wooden shed, horses pens

Lot 2 – horse pens, metal garage

Existing curb cut to serve Parcel A

Beginning of Parcel A– closest to S Prairie Ave

Parcel A – facing east (looking at Lot 2)

Parcel A – facing east (looking at Lot 2)

Parcel A – facing west (looking at S Prairie Blvd)

F. Supporting Documents: Applications, Drainage Letter, Public Works and Planning Comments, SRC Memo, Subdivision and SAP Plat, Supplemental Plat

To view the Supporting Documents, please see the following pages.

(Continued from previous page)

Project Information

Provide a brief description of the proposed request: FOR A SPECIAL AREA PLAN TO PROVIDE ACCESS FROM PRAIRIE AVENUE TO PROPOSED LOT 2, BEHM-HILL RANCH SUBDIVISION BY CREATING A SEPARATE 20 FOOT WIDE PARCEL FOR AN INGRESS-EGRESS EASEMENT FOR A PRIVATE ROAD RIGHT OF WAY.

What is the total acreage included in the project?

What is the proposed use of the property?

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

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

If yes, please list: SUBMITTED BEHM-HILL RANCH SUBDIVISION

Attachments

Attachment Checklist

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

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

Terms

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

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

Signatures

Property Owner

Print Name:	PATRICK HILL & ELIZABETH BEHM	
Signature:	[signature] and [signature]	Date: 12/23/25

Applicant, if different from Property Owner

Print Name:		
Signature:		Date:

Office Use Only

Zoning Compliance (Completed by City Staff)

Application checked for completeness by:	Date:	Fee Paid:

city of PUEBLO colorado
Planning & Community Development
211 East D Street | Pueblo, Colorado 81003 | Tel 719-553-2259 | Fax 719-553-2359 | TTY 719-553-2611 | www.pueblo.us

Planning & Zoning Application

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

Contact Info

Property Owner		**Applicant**	
Name: PATRICK HILL & ELIZABETH BEHM		Name:	
Company		Company:	
Address: 4 PENNWOOD LN	Zip: 81005	Address:	Zip:
Phone: (719) 429-3547		Phone: ( )	
Email: BETHBEHM@HOTMAIL.COM		Email:	
Engineer		**Surveyor**	
Name:		Name: RANDY G. REEVES	
Company:		Company: CARDINAL POINTS SURVYING	
Address:	Zip:	Address: 4601 EAGLERIDGE PL	Zip: 81008
Phone: ( )		Phone: (719) 253-0874	
Email:		Email: RREEVES@4CARDINALPOINTS.NET	

The applicant will be the primary contact unless otherwise noted.

Property Info

Project Location:
(address or general description) 2626 & 2628 S. PRAIRIE AVENUE

Parcel No(s): 2 LOTS & 1 PARCEL

Existing Zone: R-2 | Proposed Zone (if applicable): R-2

PUD Name (if applicable): N/A

Project Scope

Project Name: BEHM-HILL RANCH SUBDIVISION

- ☐ Rearrangement of Property Boundaries:
  # of existing lots: _____ Total acres: _____
- ☐ Overall Development Plan
- ☐ Site Plan Review: Building area: _____ sf
  ○ HARP ○ Development Plan ○ PUD ○ Student Housing
- ☒ Special Area Plan
- ☐ Street Name Change: Existing Name: _____ Proposed Name: _____
- ☐ Subdivision: # of lots: _____ Total acres: _____
- ☐ Text Amendment
- ☐ Vacation: ○ Street ○ Alley ○ Easement ○ Other: _____
- ☐ Other: _____

(Continue Next Page)

city of PUEBLO colorado
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Planning & Zoning Application

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

Contact Info

Property Owner		**Applicant**	
Name: LIZETTE RODRIGUEZ		Name:	
Company		Company:	
Address: PO Box 1726 FABENS, TX	Zip: 79838	Address:	Zip:
Phone: ( )		Phone: ( )	
Email: LIZZROD013@GMAIL.COM		Email:	
Engineer		**Surveyor**	
Name:		Name: RANDY G. REEVES	
Company:		Company: CARDINAL POINTS SURVYING	
Address:	Zip:	Address: 4601 EAGLERIDGE PL	Zip: 81008
Phone: ( )		Phone: (719) 253-0874	
Email:		Email: RREEVES@4CARDINALPOINTS.NET	

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Property Info

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(address or general description) 2626 & 2628 S. PRAIRIE AVENUE

Parcel No(s): 2 LOTS & 1 PARCEL

Existing Zone: R-2 | Proposed Zone (if applicable): R-2

PUD Name (if applicable): N/A

Project Scope

Project Name: BEHM-HILL RANCH SUBDIVISION

- ☐ Rearrangement of Property Boundaries:
  # of existing lots: _____ Total acres: _____
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- ☐ Site Plan Review: Building area: _____sf
  ○ HARP ○ Development Plan ○ PUD ○ Student Housing
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- ☐ Street Name Change: Existing Name: _____ Proposed Name: _____
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- ☐ Text Amendment
- ☐ Vacation: ○ Street ○ Alley ○ Easement ○ Other: _____
- ☐ Other: _____

(Continue Next Page)

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Project Information

Provide a brief description of the proposed request: FOR A SPECIAL AREA PLAN TO PROVIDE ACCESS FROM PRAIRIE AVENUE TO PROPOSED LOT 2, BEHM-HILL RANCH SUBDIVISION BY CREATING A SEPARATE 20 FOOT WIDE PARCEL FOR AN INGRESS-EGRESS EASEMENT FOR A PRIVATE ROAD RIGHT OF WAY.

What is the total acreage included in the project?

What is the proposed use of the property?

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

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

If yes, please list: SUBMITTED BEHM-HILL RANCH SUBDIVISION

Attachments

Attachment Checklist

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

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

Signatures

Property Owner

Print Name:	LIZETTE RODRIGUEZ	
Signature:	[signature]	Date: 12/20/2005

Applicant, if different from Property Owner

Print Name:		
Signature:		Date:

Office Use Only

Zoning Compliance (Completed by City Staff)

Application checked for completeness by:	Date:	Fee Paid:

Cardinal Points Surveying, Inc.
4601 Eagleridge Place, Suite 110
Pueblo, Colorado 81008
(719) 253-0874
(719) 253-0878 Fax

February 12, 2026

Mr. Noah Stamm
Stormwater Coordinator
211 East "D" Street
Pueblo, CO 81003
Phone (719) 553-2899
NStamm@pueblo.us

RE: S-25-09 and SAP-26-01 A Subdivision and Special Area Plan for Behm-Hill Ranch Subdivision, A Special Area Plan.

Mr. Stamm:

Please accept this Drainage Letter in lieu of the required Subdivision Drainage Report.

The subdivision is for two unsubdivided parcels of land.

Parcel 1514200048 contains 0.62 Acres, with an address of 2628 S. Prairie Avenue to be known as Lot 1, Parcel 1514200049 contains 1.38 Acres, with an address of 2626 S. Prairie Avenue to be known as Lot 2, and a 20 foot wide Tract of land for access and utilities to be known as Parcel A , Behm-Hill Ranch Subdivision located within the NW1/4 of Section 14, Township 21 South, Range 65 West of the 6th P.M.

The purpose of the subdivision is to create two lots of record and the purpose of the special area plan is to ensure access and utilities thru Parcel A for proposed Lot 2.

Both parcels are currently in an R-2 Singel Family Residential Zone District and there are no plans of changing the Zone District.

There is an existing residence on Lot 1 and there are no plans for future development. There is an existing garage and animal shelters on Lot 2 and the owners plan on constructing a new residence.

The owners of Lot 2 are aware that if the construction of their new home disturbs more than one acre, they may be subject to the City's MS4 permit requirements.

I believe this Drainage Letter covers the minimum requirements, but if additional information is required, please don't hesitate to contact me.

Sincerely,

Randy G. Reeves, PLS
Cardinal Points Surveying, Inc.

BEHM - HILL RANCH SUBDIVISION,
A SPECIAL AREA PLAN

A PORTION OF THE NE 1/4 OF SECTION 14, 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 LIZETTE RODRIGUEZ BEING THE SOLE OWNER OF THE FOLLOWING DESCRIBED PARCEL OF LAND:

A PARCEL OF LAND IN SECTION 14, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH P.M., COUNTY OF PUEBLO, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON WEST LINE OF SECTION 14, 2941 FEET NORTH OF THE SOUTHWEST CORNER OF SAID SECTION 14, TOWNSHIP 21 SOUTH, RANGE 65 WEST; THENCE EAST AT RIGHT ANGLE TO WEST LINE OF SAID SECTION, 705 FEET, MORE OR LESS, TO THE WEST RIGHT OF WAY LINE OF THE MINNEQUA DITCH; THENCE NORTHERLY 0°35' WEST ALONG THE WEST LINE OF THE RIGHT OF WAY OF THE MINNEQUA DITCH, A DISTANCE OF 154.31 FEET, MORE OR LESS, TO A POINT AT RIGHT ANGLE TO WEST LINE OF SAID SECTION; THENCE WEST A DISTANCE OF 720.16 FEET MORE OR LESS TO A POINT ON THE WEST LINE OF SAID SECTION 14; THENCE SOUTH ALONG THE WEST LINE OF SAID SECTION 14 A DISTANCE OF 154 FEET, MORE OR LESS TO THE **POINT OF BEGINNING**, EXCEPT PORTIONS CONVEYED BY DEEDS RECORDED OCTOBER 28, 1975 IN BOOK 1828 AT PAGE 34 AND DECEMBER 1, 1975 IN BOOK 1831 AT PAGE 272. COUNTY OF PUEBLO, STATE OF COLORADO.

SAID PARCELS CONTAINS 26.67 ACRES MORE OR LESS.

AND

THAT PATRICK HILL AND ELIZABETH BEHM BEING THE SOLE OWNER OF THE FOLLOWING DESCRIBED PARCEL OF LAND:

A TRACT OF LAND LOCATED IN THE NW1/4 OF SECTION 14, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH P.M. DESCRIBED AS;

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 14; THENCE NORTH 0° 23' 49" EAST ALONG THE WEST LINE OF SAID SECTION 14, 3043.99 FEET TO A POINT; THENCE NORTH 89° 38' 37" EAST, 348 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 0° 22' 18" WEST, 104 FEET TO A POINT; THENCE NORTH 89° 41' 14" EAST, 389.57 FEET MORE OR LESS TO A POINT ON THE WEST RIGHT OF WAY LINE OF THE MINNEQUA DITCH; THENCE NORTH 0° 14' 21" WEST ALONG THIS WEST RIGHT OF WAY LINE 126.31 FEET TO A POINT; THENCE NORTH 8° 00' 24" EAST ALONG THIS WEST RIGHT OF WAY LINE 28.12 FEET TO A POINT; THENCE SOUTH 89° 39' 55" WEST, 391.96 FEET, TO A POINT; THENCE SOUTH 0° 22' 18" WEST, 50 FEET., MORE OR LESS TO THE **TRUE POINT OF BEGINNING.**

AND

A RIGHT OF WAY TO BE USED AS A ROAD TO THE ABOVE DESCRIBED PARCEL, OVER THE TRACT DESCRIBED AS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 14; THENCE NORTH 0° 23' 49" EAST ALONG WEST LINE OF SAID SECTION 14, 3043.99 FEET, TO THE TRUE POINT OF BEGINNING; THENCE NORTH 89° 38' 37" EAST, 348 FEET TO A POINT ON THE WEST LINE OF ABOVE DESCRIBED PARCEL; THENCE SOUTH 0° 22' 18" WEST ALONG THE WEST LINE OF SAID PARCEL, 20 FEET TO A POINT; THENCE SOUTH 89° 38' 37" WEST 348 FEET, MORE OR LESS TO A POINT IN THE WEST LINE OF SAID SECTION 14; THENCE NORTH 0° 23' 49" EAST ALONG THE WEST LINE OF SAID SECTION 14, 20 FEET, TO THE **POINT OF BEGINNING**, **EXCEPTING AND SUBJECT TO** THAT PART OF THE WEST END THEREOF, BEING APPROXIMATELY THE WEST 33 FEET, THEREOF, LYING IN AND OCCUPIED BY PRAIRIE AVENUE. COUNTY OF PUEBLO, STATE OF COLORADO.

HAS CAUSED THE AFOREGOING DESCRIBED PROPERTY TO BE SURVEYED, PLATTED AND SUBDIVIDED INTO TWO (2) LOTS, AND ONE PARCEL 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 BEHM - HILL RANCH SUBDIVISION, A SPECIAL AREA PLAN.

PARCEL A IS HEREBY DEDICATED AS A PRIVATE ~~DRIVEWAY~~ RIGHT-OF-WAY FOR THE EXCLUSIVE USE OF LOT 2 INLCUDING AN EASEMENT FOR ALL PUBLIC UTILITIES AND PRIVATE INGRESS AND EGRESS

PUBLIC UTILITIES NOTED HEREON, WITHIN PARCEL A, IS HEREBY DEDICATED TO THE PUBLIC FOR PERPETUAL USE.

ALL SANITARY SEWER FACILITIES, LANDSCAPING, AND STREET IMPROVEMENTS, INCLUDING PAVEMENTS, CURBS, GUTTERS, AND SIDEWALKS, WHICH ARE LOCATED ON EASEMENTS OR PARCELS SHOWN HEREON SHALL BE INSTALLED,REPAIRED AND MAINTAINED IN GOOD WORKING ORDER AND CONDITION BY THE OWNERS OF ALL LOTS WITHIN THIS SUBDIVISION, SUBJECT TO THE TERMS AND CONDITIONS OF THE DECLARATION OF COVENANTS REFERENCED HEREON.

THE PRIVATE ~~DRIVEWAY~~ RIGHT-OF-WAY FOR INGRESS-EGRESS FOR THE BENEFIT OF LOT 2 LOCATED WITHIN PARCEL A SHOWN HEREON SHALL BE REPAIRED AND MAINTAINED BY THE OWNER(S) OF LOT 2.

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.

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."

ALL OF THE PROPERTY SHOWN ON THIS PLAT SHALL BE SUBJECT TO THE TERMS AND CONDITIONS DEFINED AND DESCRIBED IN THE DECLARATION OF COVENANTS DATED _____ , AND RECORDED IN THE OFFICE OF THE CLERK AND RECORDER OF PUEBLO COUNTY, COLORADO.

IN WITNESS WHEREOF THE FOLLOWING HAVE SET THEIR HAND:

_____ _____
LIZETTE RODRIGUEZ **DATE**

STATE OF TEXAS)
)S.S.
COUNTY OF EL PASO)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS_____ DAY OF_____ , 2026 BY LIZETTE RODRIGUEZ.

_____ MY COMMISSION EXPIRES: _____
NOTARY PUBLIC

_____ _____
PATRICK HILL **DATE**

_____ _____
ELIZABETH BEHM **DATE**

STATE OF COLORADO)
)S.S.
COUNTY OF PUEBLO)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS_____ DAY OF_____ , 2026 BY PATRICK HILL AND ELIZABETH BEHM.

_____ MY COMMISSION EXPIRES: _____
NOTARY PUBLIC

IMPROVEMENTS CERTIFICATION:

THIS IS TO CERTIFY THAT THE SUBDIVIDERS HAVES 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 BEHM - HILL RANCH SUBDIVISION, A SPECIAL AREA PLAN 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 LIZETTE RODRIGUEZ, PATRICK HILL AND ELIZABETH BEHM, THAT A SURVEY OF THE ABOVE DESCRIBED PREMISES WAS CONDUCTED UNDER MY RESPONSIBLE CHARGE IN NOVEMBER 2025 AND THAT THIS PLAT OF BEHM - HILL RANCH 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:

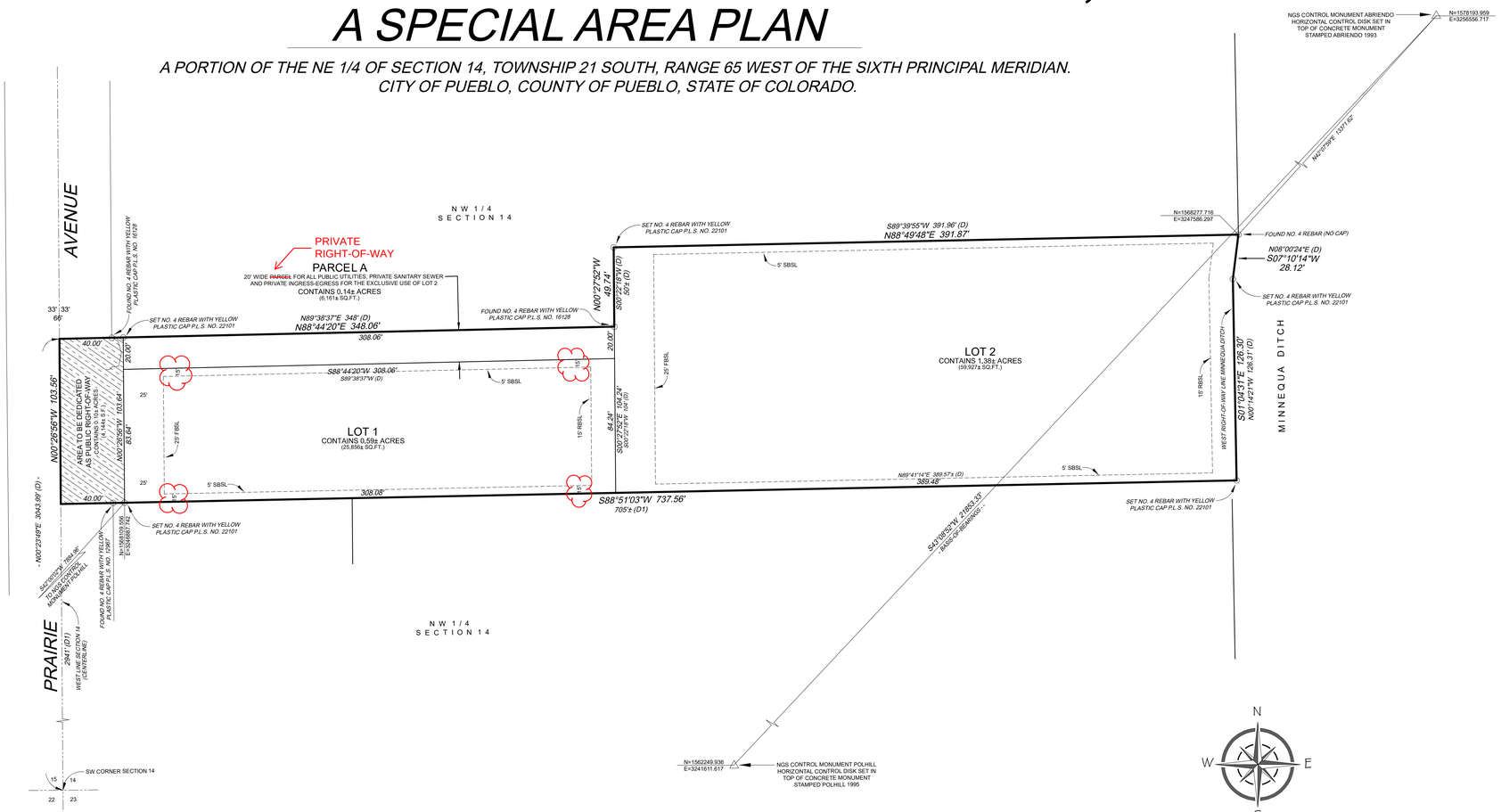
1.) A SEARCH FOR RECORDED RIGHTS OF WAY AND EASEMENTS WAS DONE BY FIDELITY NATIONAL TITLE, COMMITMENT NUMBER NO. 320-F12251-25 WITH AN EFFECTIVE DATE OF AUGUST 29, 2025 AT 8:00 A.M. (VESTED IN LIZETTE RODRIGUEZ) AND POLICY NO. 320-F06616-25, WITH A POLICY DATE OF JUNE 26, 2025 AT 11:16 A.M. (VESTED IN PATRICK HILL AND ELIZABETH BEHM)

2.) BEARINGS BASED ON THE COLORADO STATE PLANE COORDINATE SYSTEM OF 1983 (2007) SOUTH ZONE ESTABLISHED ON A LINE BETWEEN NGS CONTROL MONUMENT "ABRIENDO" AND NGS CONTROL MONUMENT "POLHILL" , MONUMENTED AT EACH END WITH A HORIZONTAL CONTROL DISK SET IN TOP OF CONCRETE MONUMENT, TO BEAR S43°08'52"W.

3.) DISTANCES SHOWN HEREON, EXCEPT AS NOTED, ARE GROUND DISTANCES. THE COMBINATION FACTOR FOR THIS PLAT IS 1.000263302. 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 "ABRIENDO". COORDINATES SHOWN HEREON, EXCEPT AS NOTED, ARE GROUND COORDINATES.

4.) ALL DISTANCES SHOWN HEREON ARE IN U.S. SURVEY FEET.

5.) THE PRIVATE DRIVEWAY FOR INGRESS-EGRESS FOR THE BENEFIT OF LOT 2 LOCATED WITHIN PARCEL A SHOWN HEREON SHALL BE REPAIRED AND MAINTAINED BY THE OWNER(S) OF LOT 2.



PROPERTY MAY BE SUBJECT TO: SCHEDULE B, PART II - EXCEPTIONS (COMMITMENT NO. 320-F12251-25, LIZETTE RODRIGUEZ)

1.) EXCEPTION NO. 8: TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS CONTAINED IN THE GRANT OF RIGHT OF WAY AS SET FORTH BELOW:

RECORDING DATE:OCTOBER 19, 1954, RECORDING NO: BOOK 1249 AT PAGE 145. (DOES NOT AFFECT, NORTH OF SUBJECT PROPERTY)

2.) EXCEPTION NO. 9: TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS CONTAINED IN THE GRANT OF RIGHT OF WAY AS SET FORTH BELOW:

RECORDING DATE:OCTOBER 19, 1954, RECORDING NO: BOOK 1249 AT PAGE 147. (DOES NOT AFFECT, NORTH OF SUBJECT PROPERTY)

3.) EXCEPTION NO. 10: TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS CONTAINED IN THE GRANT OF RIGHT OF WAY AS SET FORTH BELOW:

RECORDING DATE:OCTOBER 19, 1954, RECORDING NO: BOOK 1249 AT PAGE 149, (LIES WITHIN PRAIRIE AVENUE RIGHT-OF-WAY)

4.) EXCEPTION 11: TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS CONTAINED IN THE ORDINANCE NO. 3646 AS SET FORTH BELOW:

RECORDING DATE: DECEMBER 19, 1972, RECORDING NO: BOOK 1736 AT PAGE 431. (THE NW 1/4 OF SECTION 14, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH P.M. ANNEXED INTO THE CITY OF PUEBLO, ORDINANCE NO. 3646)

5.) EXCEPTION NO. 12. RIGHT OF WAY FOR ROAD CONVEYED IN WARRANTY DEED RECORDED OCTOBER 28, 1975 IN BOOK 1828 AT PAGE 34. (A PORTION OF THE 20' WIDE RIGHT-OF-WAY LIES WITHIN PARCEL A, SHOWN HEREON)

13. THE EFFECT, IF ANY, OF ASSESSMENTS THAT MAY BE LEVIED BY THE PUEBLO CONSERVANCY DISTRICT PER NOTICE OF AN ORDER RECORDED AUGUST 1, 2007 AT RECEPTION NO. 1736292. (NOT SURVEY RELATED)

14. RIGHT OF WAY FOR MINNEQUA DITCH AND SOUTH PRAIRIE AVENUE AS DEPICTED ON COUNTY ASSESSOR MAP. (SHOWN HEREON AS APPLICABLE)

PROPERTY MAY BE SUBJECT TO: SCHEDULE B, PART II - EXCEPTIONS (POLICY NO. 320-F06616-25, PATRICK HILL AND ELIZABETH BEHM)

1.) EXCEPTION NO. 7: RESERVATIONS CONTAINED IN THE PATENT FROM: THE UNITED STATES OF AMERICA RECORDING DATE: NOVEMBER 19, 1875 RECORDING NO: BOOK 10 PAGE 557. (REFERENCES TOWNSHIP 20 SOUTH, RANGES 63, 64 AND 65)

2.) EXCEPTION NO. 8: TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS CONTAINED IN THE ORDINANCE NO. 3646 AS SET FORTH BELOW: RECORDING DATE:DECEMBER 19, 1972 RECORDING NO: 439769. (AFFECTS THE NW 1/4 OF SECTION 14, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH P.M. ANNEXED INTO THE CITY OF PUEBLO)

3.) EXCEPTION NO. 9: EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, AND TERMS, CONDITIONS AND PROVISIONS OF THE AGREEMENT AS SET FORTH IN DOCUMENT SHOWN BELOW:
GRANTED TO: CITY OF PUEBLO PURPOSE: RIGHT OF WAY RECORDING DATE: SEPTEMBER 17, 1974 RECORDING NO: 480435 (MAY AFFECT, DESCRIBED WITHIN PRAIRIE AVENUE RIGHT-OF-WAY)

4.) EXCEPTION NO. 10: ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF THE LAND IN THE SPECIAL IMPROVEMENT DISTRICT N. 74-2, AS EVIDENCED BY INSTRUMENT(S) RECORDED JUNE 10, 1975, AT RECEPTION NO. 496016. (NOT SURVEY RELATED)

5.) EXCEPTION NO. 11: RIGHT OF WAY FOR DITCH OVER THE EAST SIDE OF SUBJECT PROPERTY AS SHOWN ON PUEBLO COUNTY GIS MAP INSOFAR AS THE SAME MAY AFFECT THE LAND. (WEST RIGHT-OF-WAY LINE OF DITCH SHOWN HEREON)

12. THE EFFECT OF INCLUSION OF THE LAND IN THE SOUTHERN COLORADO WATER CONSERVANCY DISTRICT. (NOT SURVEY RELATED)

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.

SPECIAL AREA PLAN NOTES

ZONE DISTRICT: R-2 (SINGLE FAMILY RESIDENTIAL)

TOTAL DWELLING UNITS: TWO (2)

AREA: 1.97 ACRES

DENSITY: 1.10 D.U. ACRE

PARKING PROVIDED: TWO (2) SPACES D.U.

PREPARED BY: CARDINAL POINTS SURVEYING, INC.

DATE: DECEMBER 2025

Include a statement that all R-2 District regulations apply to development

COVENANTS, CONDITIONS, RESTRICTIONS AND ~~EASEMENTS~~

THE BEHM - HILL RANCH SUBDIVISION, A SPECIAL AREA PLAN, IS A PLANNED COMMUNITY CONSISTING OF SINGLE FAMILY RESIDENTIAL DWELLINGS.

Private Right of Way

NET DENSITY ANALYSIS

Private Right of Way

GROSS PROPERTY AREA = 2.21 ACRES

RIGHT OF WAY (PRAIRIE AVE.) = 0.10 ACRES

~~EASEMENT~~ (PARCEL "A") = 0.14 ACRES

NET SITE AREA = 1.97 ACRES

~~PROPOSED~~ DWELLING UNITS = TWO (2) UNITS

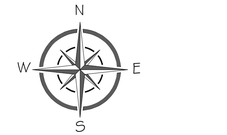
~~PROPOSED~~ ZONING = R-2 (SINGLE FAMILY RESIDENTIAL)

MINIMUM LOT SIZE FOR R-2 ZONE = 5000 S.F.
1.97 ACRES = 85,813.2 SF.

MAXIMUM DWELLING UNITS FOR R-2 ZONE

85,813.2 S.F. / 5,000 S.F. = 42.9 UNITS

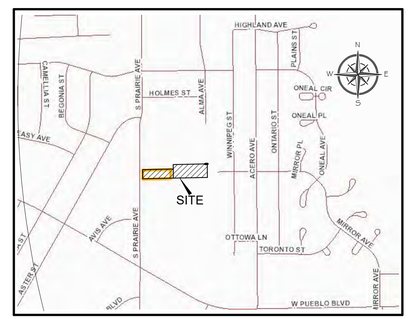
~~PROPOSED UNITS = 2 MAXIMUM ALLOWED UNITS = 43~~



SCALE 1" = 40'

40' 20' 0 40' 80' 120'
SCALE IN FEET

(D) = DEED DIMENSION (WARRANTY DEED, BOOK 1828, PAGE 34)
(D1) = DEED DIMENSION (SPECIAL WARRANTY DEED, RECEPTION NO. 2043749)



VICINITY MAP

NO.	DATE:	REVISIONS (COMMENTS)	CHECKED:
1	12-23-25	SPECIAL AREA PLAN	RGR
2	2-12-26	COMMENTS CITY & COMM. DVLP DATED 2-3-2026	RGR

SHEET: 1 OF 1
DATE: 12-2-2025
SCALE: 1" = 40'
PROJECT: BETH BEHM/PAT HILL
DESCRIPTION:BEHM-HILL RANCH SUBDIVISION
FIELD: SB/BG
DRAWN: RMS
CHECKED: RGR
JOB NUMBER: 2025-293
FILE NAME: 2025-293 SUB
REF. JOB NO. 2025-146

Cardinal Points
Surveying Inc.
4601 Eagledge Place, Suite 110
Pueblo, Colorado 81006
(719) 253-0674 - (719) 253-0676 fax

MEMORANDUM

To: Planning and Zoning Commission

From: Subdivision Review Committee

Date: March 4th, 2026

Subject: S-25-09 and SAP-26-01 Behm-Hill Ranch Subdivision and Special Area Plan

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S-25-09 and SAP-26-01
The Subdivision Review Committee recommends the Planning and Zoning Commission forward a recommendation that the Behm-Hill Ranch Subdivision and Special Area Plan be APPROVED with the following noted:

RECOMMENDED MOTION: The Subdivision Review Committee recommends the Planning and Zoning Commission forward a recommendation that the requested Subdivision and Special Area Plan be **APPROVED** with the following noted:

Requests for Modifications to Requirements:	Not applicable
Request for Deferred Filings	Not applicable
Plat Deficiencies:	Not Applicable
Conditions of Approval: (Unless otherwise noted, all conditions of approval must be completed prior to the case being scheduled for City Council.)	• Address all redlined comments on "Public Works and Planning Comments for P&Z." • Address the following comment from Pueblo Water regarding water services: o The water services depicted on the Supplemental appear to be incorrect. According to our records, there are two meters in the drive. One service feeds Prigmore's at 2624, one service feeds the back lot 2 (shown correctly but not to yard hydrant, it feeds the small home). The one-story stucco residence fronting 2628 S Prairie does not have a meter. Please have Cardinal Points Correct. Service will need to be re-established to 2628.

BEHM - HILL RANCH SUBDIVISION,
A SPECIAL AREA PLAN

A PORTION OF THE NE 1/4 OF SECTION 14, 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 LIZETTE RODRIGUEZ BEING THE SOLE OWNER OF THE FOLLOWING DESCRIBED PARCEL OF LAND:

A PARCEL OF LAND IN SECTION 14, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH P.M., COUNTY OF PUEBLO, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON WEST LINE OF SECTION 14, 2941 FEET NORTH OF THE SOUTHWEST CORNER OF SAID SECTION 14, TOWNSHIP 21 SOUTH, RANGE 65 WEST; THENCE EAST AT RIGHT ANGLE TO WEST LINE OF SAID SECTION, 705 FEET, MORE OR LESS, TO THE WEST RIGHT OF WAY LINE OF THE MINNEQUA DITCH; THENCE NORTHERLY 0°35' WEST ALONG THE WEST LINE OF THE RIGHT OF WAY OF THE MINNEQUA DITCH, A DISTANCE OF 154.31 FEET, MORE OR LESS, TO A POINT AT RIGHT ANGLE TO WEST LINE OF SAID SECTION; THENCE WEST A DISTANCE OF 720.16 FEET MORE OR LESS TO A POINT ON THE WEST LINE OF SAID SECTION 14; THENCE SOUTH ALONG THE WEST LINE OF SAID SECTION 14 A DISTANCE OF 154 FEET, MORE OR LESS TO THE **POINT OF BEGINNING**, EXCEPT PORTIONS CONVEYED BY DEEDS RECORDED OCTOBER 28, 1975 IN BOOK 1828 AT PAGE 34 AND DECEMBER 1, 1975 IN BOOK 1831 AT PAGE 272. COUNTY OF PUEBLO, STATE OF COLORADO.

SAID PARCELS CONTAINS 26.67 ACRES MORE OR LESS.

AND

THAT PATRICK HILL AND ELIZABETH BEHM BEING THE SOLE OWNER OF THE FOLLOWING DESCRIBED PARCEL OF LAND:

A TRACT OF LAND LOCATED IN THE NW1/4 OF SECTION 14, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH P.M. DESCRIBED AS;

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 14; THENCE NORTH 0° 23' 49" EAST ALONG THE WEST LINE OF SAID SECTION 14, 3043.99 FEET TO A POINT; THENCE NORTH 89° 38' 37" EAST, 348 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 0° 22' 18" WEST, 104 FEET TO A POINT; THENCE NORTH 89° 41' 14" EAST, 389.57 FEET MORE OR LESS TO A POINT ON THE WEST RIGHT OF WAY LINE OF THE MINNEQUA DITCH; THENCE NORTH 0° 14' 21" WEST ALONG THIS WEST RIGHT OF WAY LINE 126.31 FEET TO A POINT; THENCE NORTH 8° 00' 24" EAST ALONG THIS WEST RIGHT OF WAY LINE 28.12 FEET TO A POINT; THENCE SOUTH 89° 39' 55" WEST, 391.96 FEET, TO A POINT; THENCE SOUTH 0° 22' 18" WEST, 50 FEET., MORE OR LESS TO THE **TRUE POINT OF BEGINNING.**

AND

A RIGHT OF WAY TO BE USED AS A ROAD TO THE ABOVE DESCRIBED PARCEL, OVER THE TRACT DESCRIBED AS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 14; THENCE NORTH 0° 23' 49" EAST ALONG WEST LINE OF SAID SECTION 14, 3043.99 FEET, TO THE TRUE POINT OF BEGINNING; THENCE NORTH 89° 38' 37" EAST, 348 FEET TO A POINT ON THE WEST LINE OF ABOVE DESCRIBED PARCEL; THENCE SOUTH 0° 22' 18" WEST ALONG THE WEST LINE OF SAID PARCEL, 20 FEET TO A POINT; THENCE SOUTH 89° 38' 37" WEST 348 FEET, MORE OR LESS TO A POINT IN THE WEST LINE OF SAID SECTION 14; THENCE NORTH 0° 23' 49" EAST ALONG THE WEST LINE OF SAID SECTION 14, 20 FEET, TO THE **POINT OF BEGINNING**, **EXCEPTING AND SUBJECT TO** THAT PART OF THE WEST END THEREOF, BEING APPROXIMATELY THE WEST 33 FEET, THEREOF, LYING IN AND OCCUPIED BY PRAIRIE AVENUE. COUNTY OF PUEBLO, STATE OF COLORADO.

HAS CAUSED THE AFOREGOING DESCRIBED PROPERTY TO BE SURVEYED, PLATTED AND SUBDIVIDED INTO TWO (2) LOTS, AND ONE PARCEL 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 BEHM - HILL RANCH SUBDIVISION, A SPECIAL AREA PLAN.

PARCEL A IS HEREBY DEDICATED AS A PRIVATE DRIVEWAY FOR THE EXCLUSIVE USE OF LOT 2 INLCUDING AN EASEMENT FOR ALL PUBLIC UTILITIES AND PRIVATE INGRESS AND EGRESS

PUBLIC UTILITIES NOTED HEREON, WITHIN PARCEL A, IS HEREBY DEDICATED TO THE PUBLIC FOR PERPETUAL USE.

ALL SANITARY SEWER FACILITIES, LANDSCAPING, AND STREET IMPROVEMENTS, INCLUDING PAVEMENTS, CURBS, GUTTERS, AND SIDEWALKS, WHICH ARE LOCATED ON EASEMENTS OR PARCELS SHOWN HEREON SHALL BE INSTALLED,REPAIRED AND MAINTAINED IN GOOD WORKING ORDER AND CONDITION BY THE OWNERS OF ALL LOTS WITHIN THIS SUBDIVISION, SUBJECT TO THE TERMS AND CONDITIONS OF THE DECLARATION OF COVENANTS REFERENCED HEREON.

THE PRIVATE DRIVEWAY FOR INGRESS-EGRESS FOR THE BENEFIT OF LOT 2 LOCATED WITHIN PARCEL A SHOWN HEREON SHALL BE REPAIRED AND MAINTAINED BY THE OWNER(S) OF LOT 2.

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.

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."

ALL OF THE PROPERTY SHOWN ON THIS PLAT SHALL BE SUBJECT TO THE TERMS AND CONDITIONS DEFINED AND DESCRIBED IN THE DECLARATION OF COVENANTS DATED _____ , AND RECORDED IN THE OFFICE OF THE CLERK AND RECORDER OF PUEBLO COUNTY, COLORADO.

IN WITNESS WHEREOF THE FOLLOWING HAVE SET THEIR HAND:

_____ _____
LIZETTE RODRIGUEZ **DATE**

STATE OF TEXAS)
)**S.S.**
COUNTY OF EL PASO)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS_____ DAY OF_____ , 2026 BY LIZETTE RODRIGUEZ.

_____ MY COMMISSION EXPIRES: _____
NOTARY PUBLIC

_____ _____
PATRICK HILL **DATE**

_____ _____
ELIZABETH BEHM **DATE**

STATE OF COLORADO)
)**S.S.**
COUNTY OF PUEBLO)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS_____ DAY OF_____ , 2026 BY PATRICK HILL AND ELIZABETH BEHM.

_____ MY COMMISSION EXPIRES: _____
NOTARY PUBLIC

IMPROVEMENTS CERTIFICATION:

THIS IS TO CERTIFY THAT THE SUBDIVIDERS HAVES 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 BEHM - HILL RANCH SUBDIVISION, A SPECIAL AREA PLAN 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 LIZETTE RODRIGUEZ, PATRICK HILL AND ELIZABETH BEHM, THAT A SURVEY OF THE ABOVE DESCRIBED PREMISES WAS CONDUCTED UNDER MY RESPONSIBLE CHARGE IN NOVEMBER 2025 AND THAT THIS PLAT OF BEHM - HILL RANCH 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:

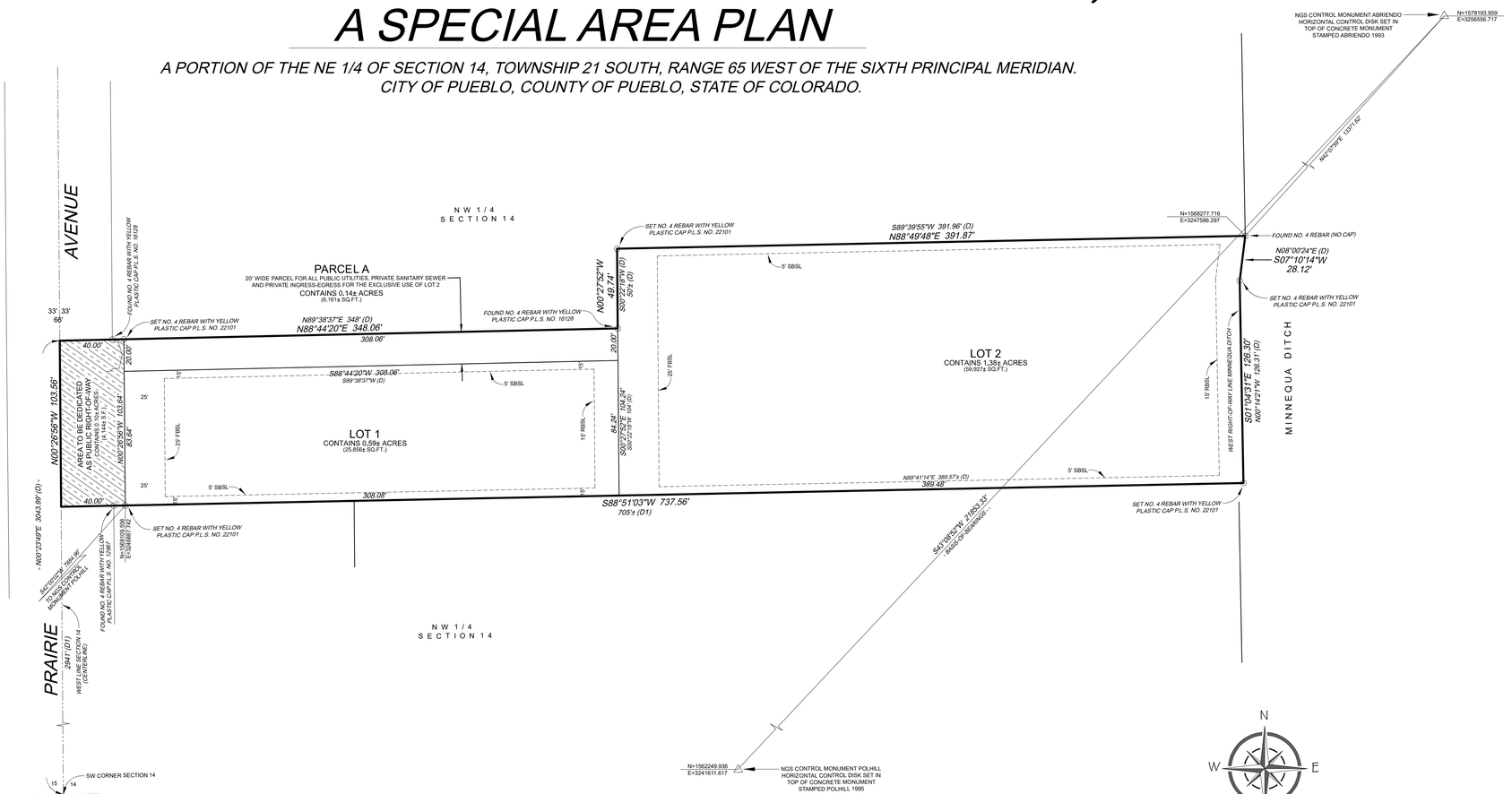
1.) A SEARCH FOR RECORDED RIGHTS OF WAY AND EASEMENTS WAS DONE BY FIDELITY NATIONAL TITLE, COMMITMENT NUMBER NO. 320-F12251-25 WITH AN EFFECTIVE DATE OF AUGUST 29, 2025 AT 8:00 A.M. (VESTED IN LIZETTE RODRIGUEZ) AND POLICY NO. 320-F06616-25, WITH A POLICY DATE OF JUNE 26, 2025 AT 11:16 A.M. (VESTED IN PATRICK HILL AND ELIZABETH BEHM)

2.) BEARINGS BASED ON THE COLORADO STATE PLANE COORDINATE SYSTEM OF 1983 (2007) SOUTH ZONE ESTABLISHED ON A LINE BETWEEN NGS CONTROL MONUMENT "ABRIENDO" AND NGS CONTROL MONUMENT "POLHILL" , MONUMENTED AT EACH END WITH A HORIZONTAL CONTROL DISK SET IN TOP OF CONCRETE MONUMENT, TO BEAR S43°08'52"W.

3.) DISTANCES SHOWN HEREON, EXCEPT AS NOTED, ARE GROUND DISTANCES. THE COMBINATION FACTOR FOR THIS PLAT IS 1.000263302. 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 "ABRIENDO". COORDINATES SHOWN HEREON, EXCEPT AS NOTED, ARE GROUND COORDINATES.

4.) ALL DISTANCES SHOWN HEREON ARE IN U.S. SURVEY FEET.

5.) THE PRIVATE DRIVEWAY FOR INGRESS-EGRESS FOR THE BENEFIT OF LOT 2 LOCATED WITHIN PARCEL A SHOWN HEREON SHALL BE REPAIRED AND MAINTAINED BY THE OWNER(S) OF LOT 2.



(D) = DEED DIMENSION (WARRANTY DEED, BOOK 1828, PAGE 34)
(D1) = DEED DIMENSION (SPECIAL WARRANTY DEED, RECEPTION NO. 2043749)

PROPERTY MAY BE SUBJECT TO: SCHEDULE B, PART II - EXCEPTIONS (COMMITMENT NO. 320-F12251-25, LIZETTE RODRIGUEZ)

1.) EXCEPTION NO. 8: TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS CONTAINED IN THE GRANT OF RIGHT OF WAY AS SET FORTH BELOW:

RECORDING DATE:OCTOBER 19, 1954, RECORDING NO: BOOK 1249 AT PAGE 145. (DOES NOT AFFECT, NORTH OF SUBJECT PROPERTY)

2.) EXCEPTION NO. 9: TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS CONTAINED IN THE GRANT OF RIGHT OF WAY AS SET FORTH BELOW:

RECORDING DATE:OCTOBER 19, 1954, RECORDING NO: BOOK 1249 AT PAGE 147. (DOES NOT AFFECT, NORTH OF SUBJECT PROPERTY)

3.) EXCEPTION NO. 10: TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS CONTAINED IN THE GRANT OF RIGHT OF WAY AS SET FORTH BELOW:

RECORDING DATE:OCTOBER 19, 1954, RECORDING NO: BOOK 1249 AT PAGE 149, (LIES WITHIN PRAIRIE AVENUE RIGHT-OF-WAY)

4.) EXCEPTION 11: TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS CONTAINED IN THE ORDINANCE NO. 3646 AS SET FORTH BELOW:

RECORDING DATE: DECEMBER 19, 1972, RECORDING NO: BOOK 1736 AT PAGE 431. (THE NW 1/4 OF SECTION 14, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH P.M. ANNEXED INTO THE CITY OF PUEBLO, ORDINANCE NO. 3646)

5.) EXCEPTION NO. 12. RIGHT OF WAY FOR ROAD CONVEYED IN WARRANTY DEED RECORDED OCTOBER 28, 1975 IN BOOK 1828 AT PAGE 34. (A PORTION OF THE 20' WIDE RIGHT-OF-WAY LIES WITHIN PARCEL A, SHOWN HEREON)

13. THE EFFECT, IF ANY, OF ASSESSMENTS THAT MAY BE LEVIED BY THE PUEBLO CONSERVANCY DISTRICT PER NOTICE OF AN ORDER RECORDED AUGUST 1, 2007 AT RECEPTION NO. 1736292. (NOT SURVEY RELATED)

14. RIGHT OF WAY FOR MINNEQUA DITCH AND SOUTH PRAIRIE AVENUE AS DEPICTED ON COUNTY ASSESSOR MAP. (SHOWN HEREON AS APPLICABLE)

PROPERTY MAY BE SUBJECT TO: SCHEDULE B, PART II - EXCEPTIONS (POLICY NO. 320-F06616-25, PATRICK HILL AND ELIZABETH BEHM)

1.) EXCEPTION NO. 7: RESERVATIONS CONTAINED IN THE PATENT FROM: THE UNITED STATES OF AMERICA RECORDING DATE: NOVEMBER 19, 1875 RECORDING NO: BOOK 10 PAGE 557. (REFERENCES TOWNSHIP 20 SOUTH, RANGES 63, 64 AND 65)

2.) EXCEPTION NO. 8: TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS CONTAINED IN THE ORDINANCE NO. 3646 AS SET FORTH BELOW: RECORDING DATE:DECEMBER 19, 1972 RECORDING NO: 439769. (AFFECTS THE NW 1/4 OF SECTION 14, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH P.M. ANNEXED INTO THE CITY OF PUEBLO)

3.) EXCEPTION NO. 9: EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, AND TERMS, CONDITIONS AND PROVISIONS OF THE AGREEMENT AS SET FORTH IN DOCUMENT SHOWN BELOW:
GRANTED TO: CITY OF PUEBLO PURPOSE: RIGHT OF WAY RECORDING DATE: SEPTEMBER 17, 1974 RECORDING NO: 480435 (MAY AFFECT, DESCRIBED WITHIN PRAIRIE AVENUE RIGHT-OF-WAY)

4.) EXCEPTION NO. 10: ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF THE LAND IN THE SPECIAL IMPROVEMENT DISTRICT N. 74-2, AS EVIDENCED BY INSTRUMENT(S) RECORDED JUNE 10, 1975, AT RECEPTION NO. 496018. (NOT SURVEY RELATED)

5.) EXCEPTION NO. 11: RIGHT OF WAY FOR DITCH OVER THE EAST SIDE OF SUBJECT PROPERTY AS SHOWN ON PUEBLO COUNTY GIS MAP INSOFAR AS THE SAME MAY AFFECT THE LAND. (WEST RIGHT-OF-WAY LINE OF DITCH SHOWN HEREON)

12. THE EFFECT OF INCLUSION OF THE LAND IN THE SOUTHERN COLORADO WATER CONSERVANCY DISTRICT. (NOT SURVEY RELATED)

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.

SPECIAL AREA PLAN NOTES

ZONE DISTRICT: R-2 (SINGLE FAMILY RESIDENTIAL)

TOTAL DWELLING UNITS: TWO (2)

AREA: 1.97 ACRES

DENSITY: 1.10 D.U. ACRE

PARKING PROVIDED: TWO (2) SPACES D.U.

PREPARED BY: CARDINAL POINTS SURVEYING, INC.

DATE: DECEMBER 2025

COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS

THE BEHM - HILL RANCH SUBDIVISION, A SPECIAL AREA PLAN, IS A PLANNED COMMUNITY CONSISTING OF SINGLE FAMILY RESIDENTIAL DWELLINGS.

NET DENSITY ANALYSIS

GROSS PROPERTY AREA = 2.21 ACRES

RIGHT OF WAY (PRAIRIE AVE.) = 0.10 ACRES

EASEMENT (PARCEL "A") = 0.14 ACRES

NET SITE AREA = 1.97 ACRES

PROPOSED DWELLING UNITS = TWO (2) UNITS

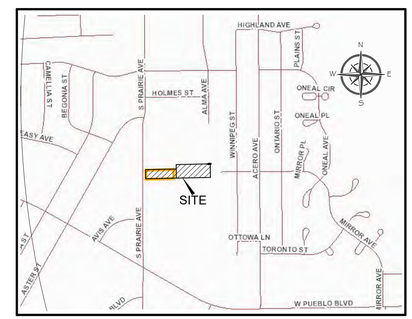
PROPOSED ZONING = R-2 (SINGLE FAMILY RESIDENTIAL)

MINIMUM LOT SIZE FOR R-2 ZONE = 5000 S.F.
1.97 ACRES = 85,813.2 SF.

MAXIMUM DWELLING UNITS FOR R-2 ZONE

85,813.2 S.F. / 5,000 S.F. = 42.9 UNITS

PROPOSED UNITS = 2 MAXIMUM ALLOWED UNITS = 43



VICINITY MAP

NO.	DATE:	REVISIONS (COMMENTS)	CHECKED:
1	12-23-25	SPECIAL AREA PLAN	RGR
2	2-12-26	COMMENTS CITY & COMM. DVLP DATED 2-3-2026	RGR

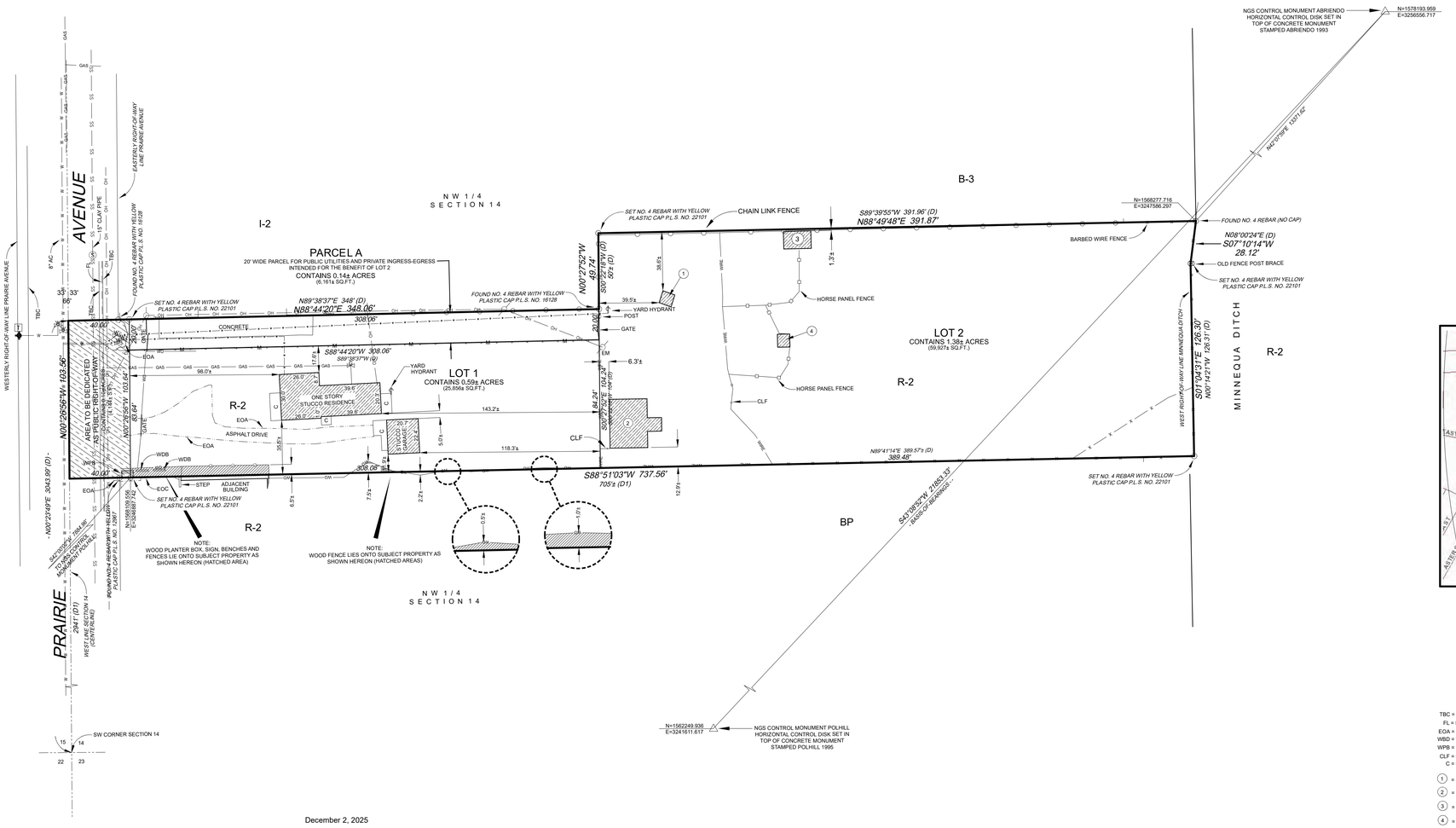
SHEET: 1 OF 1
DATE: 12-2-2025
SCALE: 1" = 40'
PROJECT: BETH BEHM/PAT HILL
DESCRIPTION:BEHM-HILL RANCH SUBDIVISION
FIELD: SB/BG
DRAWN: RMS
CHECKED: RGR
JOB NUMBER: 2025-293
FILE NAME: 2025-293 SUB
REF. JOB NO: 2025-146

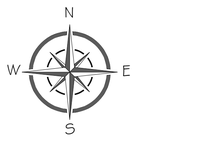
Cardinal Points
Surveying Inc.
4601 Eagledale Place, Suite 110
Pueblo, Colorado 81006
(719) 253-0674 - (719) 253-0676 fax

BEHM - HILL RANCH SUBDIVISION

A PORTION OF THE NE 1/4 OF SECTION 14, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN.
CITY OF PUEBLO, COUNTY OF PUEBLO, STATE OF COLORADO.

SUPPLEMENTAL MAP





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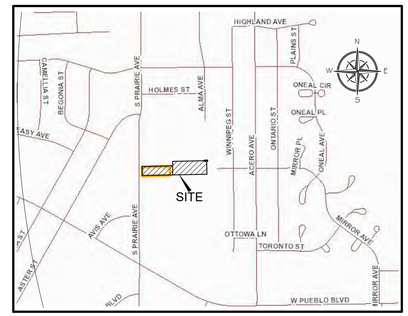

VICINITY MAP

LEGEND

TBC = TOP BACK CURB
FL = FLOWLINE
EOA = EDGE ASPHALT
WBD = WOOD BENCH
WPB = WOOD PLANTER BOX WITH ELEVATED SIGN
CLF = CHAIN LINK FENCE
C = CONCRETE

(1) = 8.2' X 8.2' WOOD SHED ON SKIDS
(2) = 32' X 34' METAL SIDED GARAGE WITH CONCRETE FLOOR
(3) = 11.5' x 18' HORSE SHELTER
(4) = 8.5' X 8' HORSE SHELTER

= POWER POLE
EM = POWER POLE WITH ELECTRIC METER
S = SANITARY SEWER MANHOLE
W = WATER VALVE
T = TELEPHONE PEDESTAL
= FIRE HYDRANT
G = GAS VALVE
= YARD HYDRANT

WIRE/MESH FENCE
METAL PANEL FENCE
OVERHEAD POWER LINE
GAS LINE
6' HIGH WOOD FENCE
6' HIGH CHAIN LINK FENCE
BARBED WIRE FENCE
WATER LINE
SANITARY SEWER LINE

ZONE DISTRICT

R-2 = SINGLE FAMILY RESIDENTAL
I-2 = INDUSTRIAL
B-3 = HIGHWAY AND ARTERIAL BUSINESS
B-P = BUSINESS PARK

December 2, 2025

SUBDIVIDERS/PROPERTY OWNERS:

Lizette Rodriguez
P.O. Box 1726
Fabens, TX 79838-1726

AND

Patrick Hill and Elizabeth Behm
4 Pennwood Lane
Pueblo, CO 81005

I RANDY G. REEVES, a Professional Land Surveyor registered in the State of Colorado, hereby state that this Supplemental Map of Behm - Hill Ranch Subdivision, was prepared by me or under my direct responsible charge in November 2025 and is correct to the best of my knowledge and belief.

RANDY G. REEVES **DATE**
PROFESSIONAL LAND SURVEYOR NO. 22101

NOTE:
Utilities shown hereon were located by onsite observation and maps provided by the utility companies.

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.

NO.	DATE:	REVISIONS (COMMENTS)	CHECKED:

SHEET: 1 OF 1
DATE: 12-2-2025
SCALE: 1" = 40'

PROJECT: BETH BEHM/PAT HILL
DESCRIPTION:BEHM-HILL RANCH SUBDIVISION
FIELD: SB/BG | JOB NUMBER: 2025-293
DRAWN: RMS | FILE NAME: 2025-293 SUB
CHECKED: RGR | REF. JOB NO. 2025-146

Cardinal Points Surveying Inc.
(719) 253-0874 - (719) 253-0878 fax
4601 Eagledge Place, Suite 110
Pueblo, Colorado 81008

February 20, 2026

The City Planning and Zoning Commission will hold a public hearing on a request from Francis Blackford for the approval of the following applications:

S-25-09 Behm-Hill Ranch Subdivision: A subdivision of 2.14 acres into two lots and one parcel adjacent to S Prairie Ave.

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.

The Planning and Zoning Commission meeting will be held on **March 11th, 2026, at 3:30 p.m.** in City Council Chambers at 1 City Hall Place. The meeting will be recorded and can be viewed via Zoom, but **no testimony will be heard virtually** (Zoom info available at www.pueblo.us/PandZ).

You are welcome to attend this public hearing and express your viewpoint concerning this proposal. If you cannot attend in-person, written testimony can be accepted up to 48 hours before the hearing date. To review the plans and staff report for the proposed application, please visit www.pueblo.us/PandZ and click on “Most Recent Agenda” no sooner than the Friday prior to the hearing. **Please contact the planner listed below if you have questions**.

Beritt Odom, Director of Planning & Community Development
By Hannah Prinzi, Planner
(719) 553-2259

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Beritt Odom, Director of Planning & Community Development
By Hannah Prinzi, Planner
(719) 553-2259

CASE NUMBER: SAP-26-01

CERTIFICATION

I hereby certify that I did this day cause written notice of the public hearing on the proposed Special Area Plan, Behm Hill Ranch Subdivision Special Area Plan of the property commonly known as Phase 1 of the Pueblo Country Club Overall Development Plan 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 17-4-29.

February 20, 2026
(Date)

PUEBLO PLANNING & ZONING COMMISSION

By Hannah Prinzi

I hereby certify that I did this day verify and photograph the posted notice of the public hearing on the special area plan of Special Area Plan, Behm Hill Ranch Subdivision Special Area Plan, upon which action is pending as set forth in the Code of Ordinances, Section 17-6-2.

February 27th, 2026
(Date)

PUEBLO PLANNING & ZONING COMMISSION

By Hannah Prinzi

Owner	OwnerStree	OwnerCity	OwnerStat	OwnerZip
HIGHLINE RENTALS INC	1660 CHAMBERS RD	AURORA	CO	80011-4624
EL VISTAR PARTNERSHIP	200 W CITY CENTER DR STE	PUEBLO	CO	81003-1024
PRIGMORE RICHARD J/PRIGMORE RACHEL L +	211 ALHAMBRA DR	PUEBLO	CO	81005-2971
SHAMMASH ARIEL INC	2612 S PRAIRIE AVE	PUEBLO	CO	81005-3168
CABRAL RICHARD/APODACA MARY LOU	2613 WINNIPEG ST	PUEBLO	CO	81004-4144
SABALA MARY B	2617 WINNIPEG ST	PUEBLO	CO	81004-4144
SALAS ELSIE/SALAS JANICE	2621 WINNIPEG ST	PUEBLO	CO	81004-4144
WATKINS SARAH A	2625 WINNIPEG ST	PUEBLO	CO	81004-4144
CHAVEZ JONATHAN/CHAVEZ KENNETH P	2629 WINNIPEG ST	PUEBLO	CO	81004-4144
RUYBAL JOE PETE/RUYBAL LOUISE E	2633 WINNIPEG ST	PUEBLO	CO	81004-4144
BURGESS CHRISTINE M	2650 S PRAIRIE AVE	PUEBLO	CO	81005-3168
POTICA PROPERTIES LLC	2700 S PRAIRIE AVE	PUEBLO	CO	81005-3167
MONTOYA GLORIA C / MONTOYA PHILLIP	2705 WINNIPEG ST	PUEBLO	CO	81004-4233
ESPINOZA VANESSA	2717 WINNIPEG ST	PUEBLO	CO	81004-4233
GRAHAM GREGORY	2721 WINNIPEG ST	PUEBLO	CO	81004-4233
ROSER CHELSEA	2725 WINNIPEG ST	PUEBLO	CO	81004-4233
MARTINEZ FEDERICO J/MARTINEZ AMBER	2805 WINNIPEG ST	PUEBLO	CO	81004-4239
2718 MT ZION LLC	2815 W PUEBLO BLVD	PUEBLO	CO	81005-3182
MARINO JAMES J/MARINO MARIA I	35161 IRIS RD	PUEBLO	CO	81006-9413
SHIFFLET CLINTON E	390 N EARL PL	PUEBLO W	CO	81007-2300
HILL PATRICK	4 PENNWOOD LN	PUEBLO	CO	81005
PUEBLO MUNICIPAL CORPORATION	PO BOX 1427	PUEBLO	CO	81002-1427
RODRIGUEZ LIZETTE	PO BOX 1726	FABENS	TX	79838-1726

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: June 22, 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 105 LEHIGH AVE FROM R-4, MIXED RESIDENTIAL ZONE DISTRICT TO B-1, NEIGHBORHOOD BUSINESS ZONE DISTRICT

SUMMARY:

The applicant is requesting to rezone approximately 0.91-acres located at 105 Lehigh Ave from Mixed Residential (R-4) to Neighborhood Business (B-1) Zone District.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The subject property is just west of S. Pueblo Blvd. and contains a 4,985 sq. ft. office building built in 2008. The building was originally used as an adult day care service. Now, the applicant intends to use the office building as a medical office. As the property is currently zoned R-4, only residential and select commercial uses are allowed – an office is not. However, an office is a use by-right in a B-1 Zone District.

The B-1 Zone District provides areas for the sale of goods and services that create no nuisance. Many uses that may create a nuisance, such as a gas station, are a use by-review in B-1 and would require a Special Use Permit from the Zoning Board of Appeals before the use could be permitted. The subject property complies with B-1 requirements for lot size, width, and coverage. Should the property be rezoned the property would need to provide at least five off-street parking spaces, which the property currently meets by providing 28 on-site parking spaces (Section 17-4-43., (b)(2)). Finally, there are commercial uses to the east of the property, and many properties to the east are zoned O-1, B-2, and B-3. There are a mix of residential and commercial uses along S. Pueblo Blvd near the subject property. Additionally, a city park is located directly to the west of the site.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their December 10, 2025, Regular Meeting, voted 7-0 to recommend approval of the rezoning.

STAKEHOLDER PROCESS:

The Planning Department sent out Notice of the Planning and Zoning Commission Public Hearing to all property owners located within 300 feet of the subject property.
A Public Notice poster was placed on the subject property 15 days prior to the Public Hearing.

ALTERNATIVES:

If City Council does not approve this Ordinance the property will not be rezoned 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-25-21 Attachments

ORDINANCE NO.

AN ORDINANCE AMENDING ZONING RESTRICTIONS TO REZONE 105 LEHIGH AVE FROM R-4, MIXED RESIDENTIAL ZONE DISTRICT TO B-1, NEIGHBORHOOD BUSINESS ZONE DISTRICT

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

SECTION 1.

The zoning restrictions covering the following described property, and in addition half of all adjacent dedicated roadway and alley rights-of-way, together generally identified in the attached Rezone Exhibit, is hereby changed from R-4, Mixed Residential Zone District to B-1, Neighborhood Business Zone District:

LOT 8 BLK 6 REGENCY PARK 6TH FILING

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.

Amending zoning restrictions

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on June 08, 2026.

Final adoption of Ordinance by City Council on June 22, 2026.

_____
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

ZONING MAP AMENDMENT EXHIBIT

105 LEHIGH AVE

SITE PLAN EXHIBIT
SCALE: NOT TO SCALE

PROJECT TEAM

CLIENT/TENANT
RICHARD RAY
918-955-6712
RICHARDR@OSSCPERIO.COM
DR. REECE COCHRAN
R.CREIGHTON.C@GMAIL.COM

ARCHITECT
BUCHER DESIGN STUDIO, INC.
BRIAN K. BUCHER AIA, NCARB, ICC
PRESIDENT, ARCHITECT
12325 ORACLE BLVD. SUITE 101
COLORADO SPRINGS, CO 80921
(719) 484-0480

CONTRACTOR
TBD

APPLICABLE BUILDING CODES

2021 IBC (INTERNATIONAL BUILDING CODE)
2021 IFC (INTERNATIONAL FIRE CODE)
2021 IMC (INTERNATIONAL MECHANICAL CODE)
2021 IPC (INTERNATIONAL PLUMBING CODE)
2023 NEC (NATIONAL ELECTRICAL CODE)
2021 IECC (INTERNATIONAL ENERGY CONSERVATION CODE)
2017 ICC A117.1 (ACCESSIBLE & USABLE BUILDINGS & FACILITIES)

PROJECT & SITE DATA

PROJECT NAME	TBD
PROJECT ADDRESS	105 LEHIGH AVE
TAX SCHEDULE NO	1509104008
LEGAL DESCRIPTION:	LOT 8 BLK 8 REGENCY PARK 6TH FILING
EXISTING ZONING	B-4
PROPOSED ZONING	B-1
LOT SIZE	9100 ACRES
PROPOSED USES	DENTAL OFFICE WELLNESS SPA
BY SETBACKS	FRONT 25' SIDE 5' REAR 15'

PARKING REQUIREMENTS

USE	AREA	RATIO	REQ'D
DENTAL OFFICE	5,000 SF	5 FOR FIRST 1,250 + 1 PER 250 SF	20

20 SPACES REQUIRED / 27 SPACES PROVIDED (EXISTING)

VICINITY MAP
NOT TO SCALE

Copyright © 2025

BUCHER DESIGN STUDIO

A PROPOSED DENTAL OFFICE FOR

DR. COCHRAN

105 LEHIGH AVE PUEBLO, CO

Sheet Title
SITE PLAN EXHIBIT

Drawing Status
DD SET

Revisions
No. Description By Date

Date 10/30/25
Drawn by
Checked by
Scale AS NOTED
Job No

Sheet No.
A0

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Brett Boston
City Council Representative

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

James Salazar

MINUTES OF REGULAR MEETING

City of Pueblo, Colorado
Wednesday, December 10, 2025 – 3:30 p.m.
City Council Chambers, 1 City Hall Place

The meeting was called to order at 3:31 with Chairman Mike Castellucci presiding.

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

Commissioners Absent:

Staff Members Present*:* Laura Portis, Assistant City Attorney; Beritt Odom, Director of Planning and Community Development; Hannah Prinzi, Planner; and Riane Ledford, Planner.

Staff Members Absent: None

Public Hearing:

Rezone: Rezone 0.91-acres located at 105 Lehigh Ave from Mixed Residential (R-4) to Neighborhood Business (B-1) Zone District to facilitate the use of the property for a medical office space. Staff Report by Riane Ledford, Planner.

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

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

Motion Passed: 7-0.

Digital recordings of all the meetings of the Planning and Zoning Commission are maintained and available for inspection and review during normal business hours (M – F, 8 a.m. – 5 p.m.) at the Department of Planning & Community Development, 211 East D Street, Pueblo

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Brett Boston
City Council Representative

city of PUEBLO colorado
Planning & Zoning Commission

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

James Salazar

Z-25-21

TO:	City of Pueblo, Planning and Zoning Commission
FROM:	Riane Ledford, Planner
THROUGH:	Beritt Odom, Director of Planning and Community Development
DATE:	December 10th, 2025
SUBJECT:	Rezone from Mixed Residential (R-4) to Neighborhood Business (B-1) Zone District
APPLICANT:	Reece Cochran and Richard Ray
PROPERTY OWNER:	Randy Mikelson, RCM Commercial Enterprises LLC.
LOCATION:	105 Lehigh Ave.
CONCURRENT REQUESTS:	N/A

REQUEST:
Rezone 0.91-acres located at 105 Lehigh Ave from Mixed Residential (R-4) to Neighborhood Business (B-1) Zone District to facilitate the use of the property for a medical office space.

BACKGROUND AND ANALYSIS:

The applicant is requesting to rezone 105 Lehigh Ave from a Mixed Residential (R-4) to Neighborhood Business (B-1) Zone District. The subject property is just west of S. Pueblo Blvd. and contains a 4,985 sq. ft. office building built in 2008. The building was originally used as an adult day care service. Now, the applicant intends to use the office building as a medical office. As the property is currently zoned R-4, only residential and select commercial uses are allowed – an office is not. However, an office is a use by-right in a B-1 Zone District.

The B-1 Zone District provides areas for the sale of goods and services that create no nuisance. Many uses that may create a nuisance, such as a gas station, are a use by-review in B-1 and would require a Special Use Permit from the Zoning Board of Appeals before the use could be permitted. The subject property complies with B-1 requirements for lot size, width, and coverage. Should the property be rezoned the property would need to provide at least five off-street parking spaces, which the property currently meets by providing 28 on-site parking spaces (Section 17-4-43., (b) (2)). Finally, there are commercial uses to the east of the property, and many properties to the east are zoned O-1, B-2, and B-3. There are a mix of residential and commercial uses along S. Pueblo Blvd near the subject property. Additionally, a city park is located directly to the west of the site.

The 2022 Regional Comprehensive plan designates this property as Suburban Neighborhood. The Suburban Neighborhood classification primarily calls for a variety of housing types: singly-family detached and attached homes, duplexes, townhomes, and multifamily buildings. However, the area also calls for neighborhood-scale commercial services and amenities along major corridors to support the surrounding neighborhood. The subject property is located off Lehigh Ave., a minor arterial roadway that provides connectivity of neighborhoods, areas, and regional features with many points of access. Per the City of Pueblo Roadway Classification Design Standards and Policies, minor arterial roadways are suited for mixed-use land use.

LAND USE AND PLANNING COMMENTS
CHARACTER AND COMPATIBILITY

Site Character: The site is 0.91 acres and contains an office facility.

Neighborhood Compatibility:

North	Mixed Residential (R-4) Zone District; multi-family housing
East	Mixed Residential (R-4) Zone District; childcare center, cottage homes
South	Mixed Residential (R-4) Zone District; apartments, duplexes
West	Government Use District (S-1) Zone District; neighborhood park

Comprehensive Plan Compliance: The 2022 Regional Comprehensive plan designates this property as Suburban Neighborhood. The Suburban Neighborhood classification primarily calls for single-family homes. Supporting land uses are neighborhood-scale commercial services, parks, schools, community gardens, public facilities, and other complimentary uses.

The subject property is located adjacent to Lehigh Ave, a minor arterial road that connects to Pueblo Blvd. The Suburban Neighborhood classification allows for appropriate neighborhood-scale commercial uses as supporting uses. Neighborhood-scale commercial uses, such as the proposed medical offices, provide residents with access to everyday needs within walking or bicycling distance from home. Thus, the proposed rezoning of this property into a low-intensity commercial zone district is consistent with the intent of the 2022 Regional Comprehensive Plan.

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 Comprehensive Plan 2022 designates the subject property as Suburban Neighborhood.**

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 **Not submitted. No development is planned at this time.**

A tentative site plan showing proposed structures, uses, open spaces, facilities for parking and loading and arrangements for pedestrian and vehicular circulation.

❑ Comments **A tentative parking plan was submitted. No development is planned at this time.**

A statement of the proposed time schedule for beginning and completion of development.

❑ Comments **Not submitted. No development is planned at this time.**

A statement reasonably indicating the applicant's economic responsibility and capability of accomplishing the development for which a zoning amendment is requested.

❑ Comments **Not submitted. No development is planned at this time.**

CONTEXT OF ZONE DISTRICT REQUIREMENTS PER §17-4-51(16) OF THE PMC:

Neighborhood Business (B-1) Zone District Standards:
The standards of the Neighborhood Business (B-1) Zone District are designed to retain and provide areas for the sale at retail of those convenience type goods and services required by residents of the immediate neighborhood and for those outlets which by their nature create no nuisances and serve a trade territory of only one (1) neighborhood. Uses that may create a nuisance are a use by-review in B-1. An office, medical is a use by right in a B-1 Neighborhood Business District.

RECOMMENDED ACTION:
If the Planning and Zoning Commission makes the necessary findings, a recommendation to City Council for approval of the rezone request is appropriate.

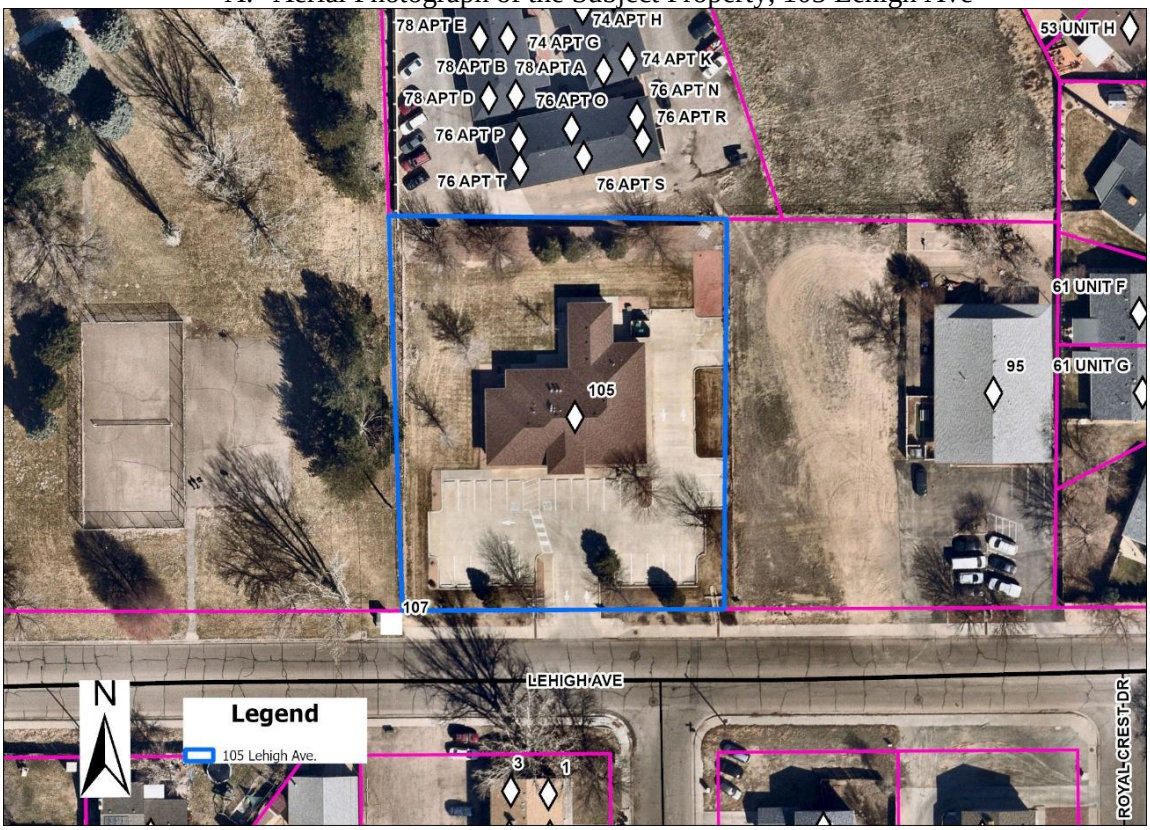
REFERRAL AGENCIES AND COMMENTS:

- 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

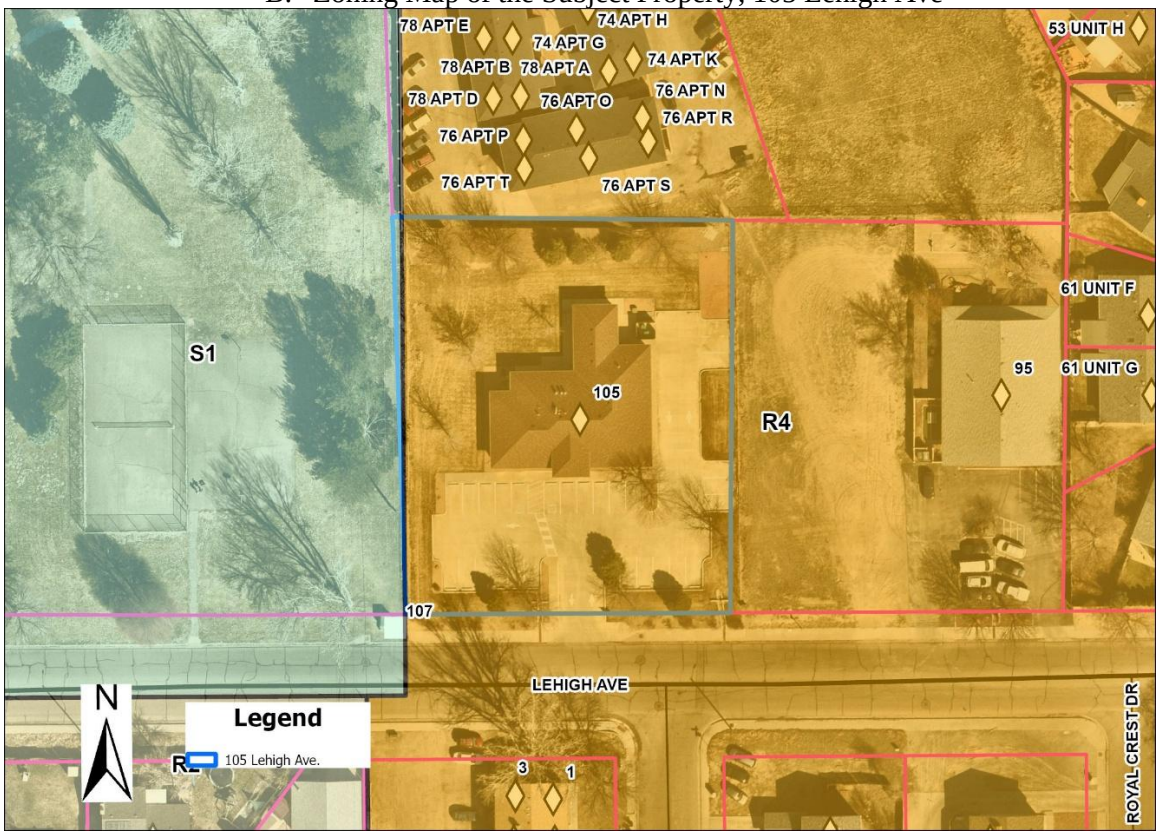
ATTACHMENTS:

A. Aerial Photograph
B. Zoning Map
C. Comprehensive Plan Map
D. Site Photographs
E. Zoning Exhibit
F. Application

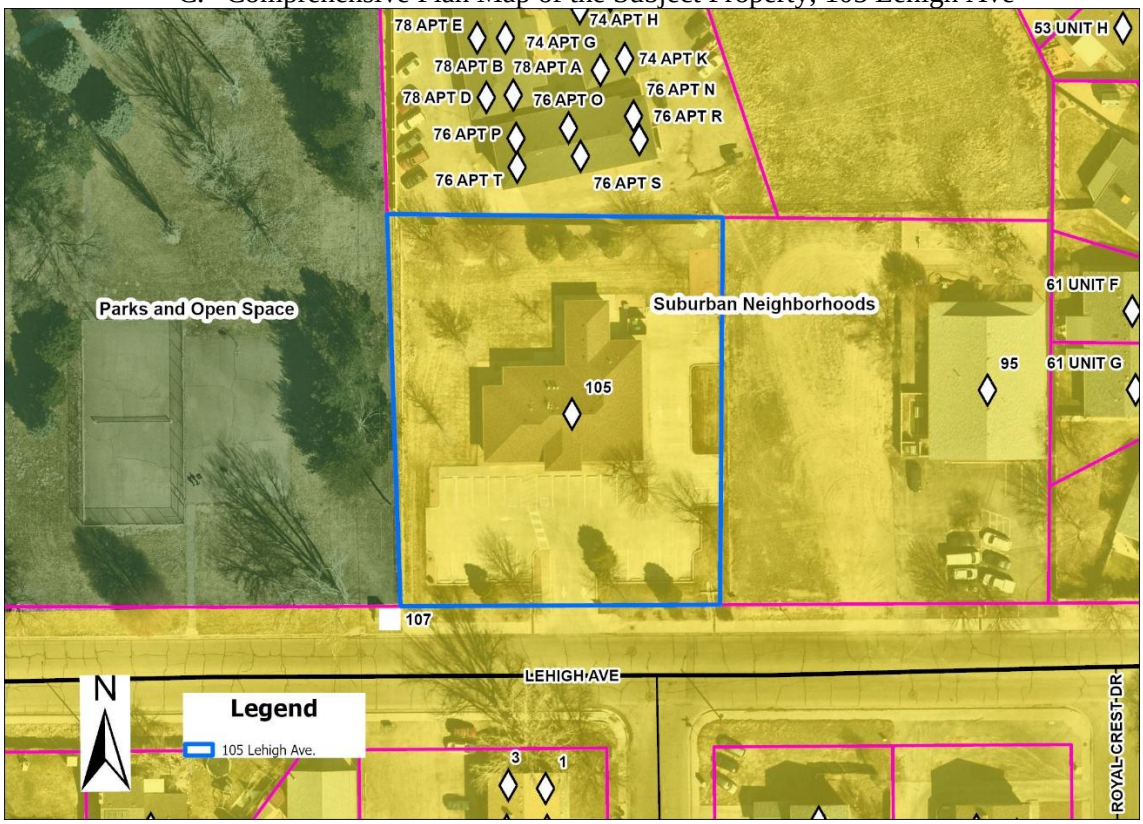
A. Aerial Photograph of the Subject Property, 105 Lehigh Ave



B. Zoning Map of the Subject Property, 105 Lehigh Ave



C. Comprehensive Plan Map of the Subject Property, 105 Lehigh Ave

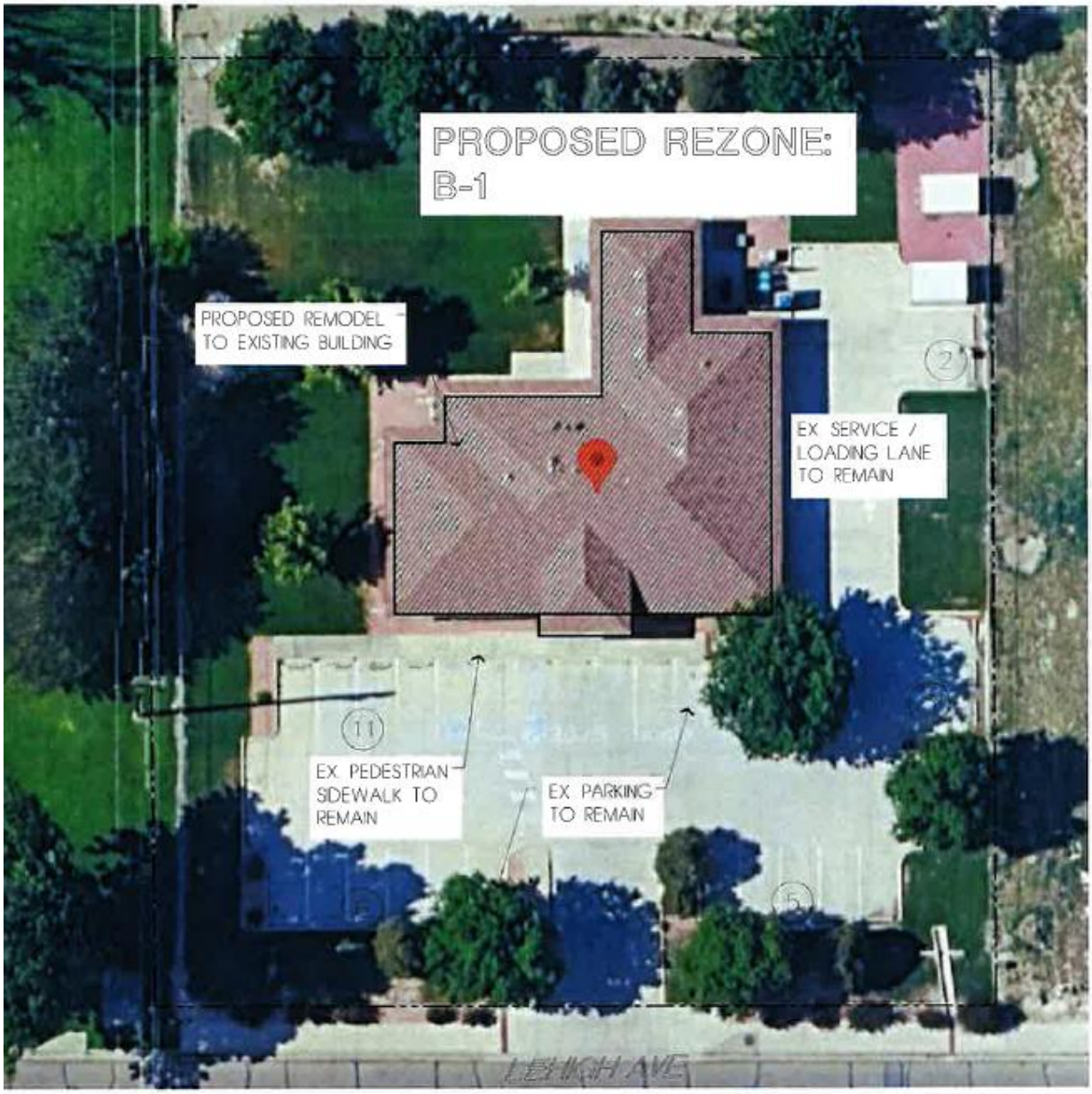


D. Site Photos, Public Notice

E. Zoning Exhibit of the Subject Property, 105 Lehigh Ave.

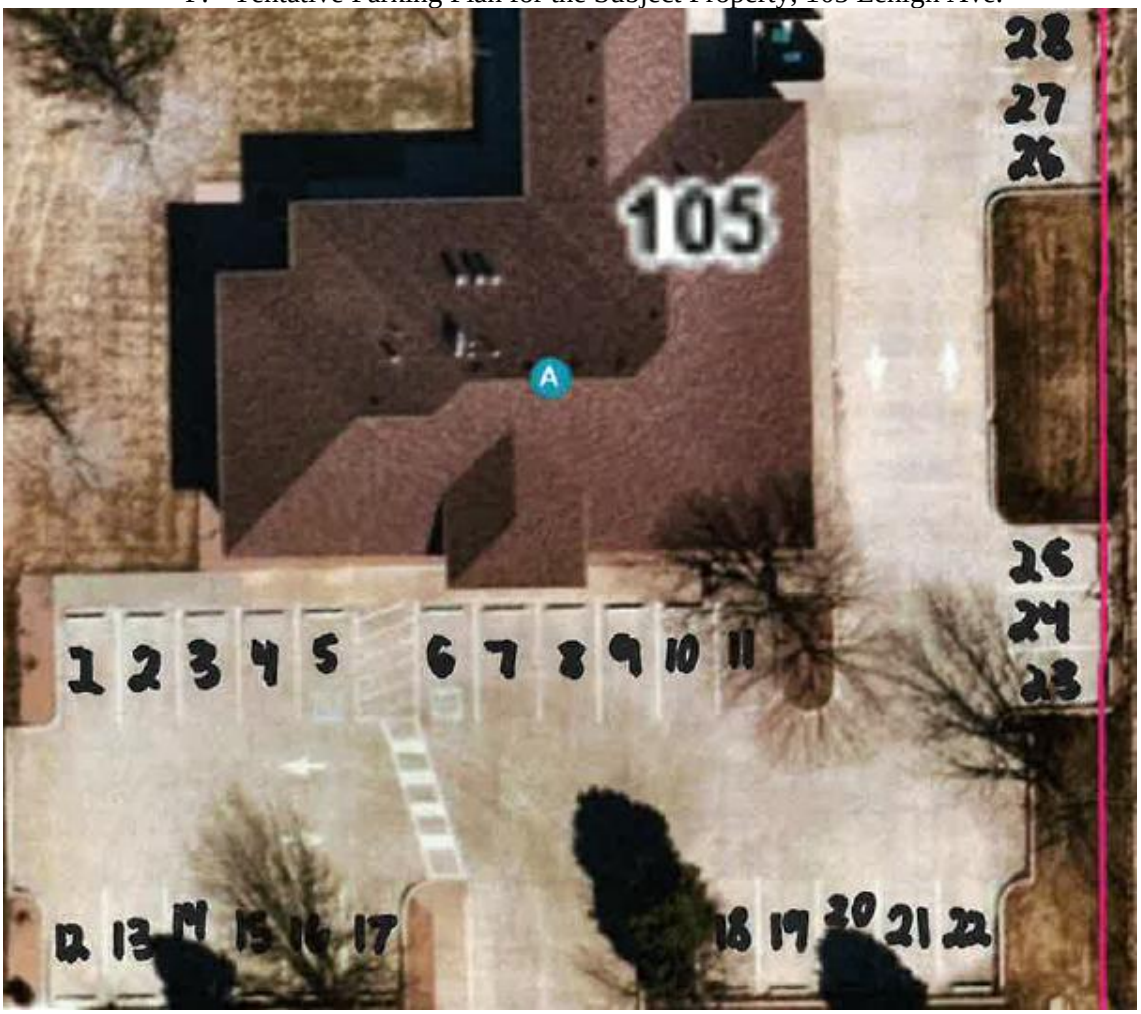
ZONING MAP AMENDMENT EXHIBIT

105 LEHIGH AVE



SITE PLAN EXHIBIT

F. Tentative Parking Plan for the Subject Property, 105 Lehigh Ave.



G. Application

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: Randy

Company: RCM Commercial Enterprises LLC

Address: 619 Lewis St. Castle Rock, CO Zip: 80104 - 1820

Phone: ( ) Email: ramikelson@gmail.com

Applicant

Name: Reece Cochran + Richard Ray

Company: Dental Specialist of Southern Colorado

Address: 332 Orchard Springs Dr. Suite 110 Zip: 81007 (Pueblo West)

Phone: (XXX) 918 • 955 • 6712 Email: RichardR@dsscperio.com

Person or Firm Representing (If Different From) Owner or Applicant

Name:

Company:

Address: Zip:

Phone: ( ) Email:

*The **applicant** will be the primary contact unless otherwise noted.*

Project Location:
(address or general description) 105 Lehigh Ave. Pueblo, CO 81005

Parcel# 15 - 091 - 04 - 008

Legal Description: Lot 8 Blk 6 Regency Park 6th Filing

Subdivision: 7114 Acreage: 0.91 AC

Existing Zone District:

R-4 : Mixed Residential

Proposed Zone District: B1

Purpose of this Application:

- [x] 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): B-1 to rezone for R-4 to [redacted] to allow the operation of a Dental office to conform.

(Continued from previous page)

Statement of Facts:
Justifying the zone change request. Be specific; use additional sheets if necessary.

See atlatched labelled "Justifying the zone change request"

Description of area surrounding proposed development:

See attached labeled "Description of Area Surrounding"

A general description of the proposed development to the distance which will be affected; such description including subjects of environmental effect, economic effect and traffic effect, if any; and such description carried out in scope and detail to the extent needed to support the requested amendment and as may be required by the Planning and Zoning Commission.

See attatched labelled "General Description of Proposed Development"

- [ ] A tentative site plan showing proposed structures, uses, open spaces, facilities for parking and loading and arrangements for pedestrian and vehicular circulation.

Estimated date for beginning project: No new construction required

Estimated date for completion of project:

A statement reasonably indicating the applicant's economic responsibility and capability of accomplishing the development for which a zoning amendment is requested.

this project is already pre-funded through conventional lending via a national banking institution. there is no "new construction" only interior remodels.

- [ ] CD with DWF and DWG (Autocad) file of all plans and drawings & a PDF of all documents submitted. **(if applicable)**

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

1. Authorized personnel from the City of Pueblo, are hereby granted the right to enter the subject property for the purposes of reviewing and processing the application, including Certificate of Occupancy Inspections.

Office Use Only

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

2. There are no known hazards or vicious animals present on the subject property.
3. All information contained in this application, is true and accurate to the best of my knowledge.
4. The City of Pueblo is under no obligation to approve the request contained in this application. No promises of approval are conveyed with the acceptance of this application.

Property Owner			
Print Name:	Randy Mikelson		
Signature:		Date:	09/30/2025
Applicant, if different from Property Owner			
Print Name:	Richard Ray		
Signature:		Date:	9/30/2025

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:	Randy Mikelson		
Signature:		Date:	09/30/2025

Applicant, if different from Property Owner			
Print Name:	Richard Ray		
Signature:		Date:	9/30/2025

General Description of Proposed Development

The proposed development consists of the **conversion and adaptive reuse** of the existing building at **105 Lehigh Avenue, Pueblo, CO 81005** into a **dental office** providing comprehensive oral healthcare services to the surrounding community. The building, formerly occupied by Spectrum as an I/DD Service Provider, is already configured for professional office use, including ADA access and off-street parking. No major structural additions are proposed; rather, minor interior and exterior modifications will be made to suit dental office operations.

Environmental Effect:

The proposed use will have **minimal environmental impact**. The site is already fully developed, with existing utility connections, landscaping, and paved parking. No expansion of impervious surfaces is anticipated. Daily operations of a dental office generate little to no noise, odor, or emissions. Standard medical waste disposal procedures will be employed in compliance with state and federal regulations. Overall, the development represents a low-impact reuse of an existing building.

Economic Effect:

The dental office will generate **positive economic impacts** by creating professional jobs (dentists, hygienists, assistants, and administrative staff) and by contributing to the local tax base. In addition, the practice will attract patients from the surrounding neighborhood and broader community, supporting adjacent businesses and reinforcing the corridor as a hub for professional and health services. Redevelopment of this underutilized property ensures that the site continues to contribute productively to the local economy.

Traffic Effect:

Dental offices typically operate on an **appointment-based system**, which naturally distributes patient visits throughout the day. As a result, traffic generation is modest compared to retail, restaurant, or higher-intensity commercial uses. Parking demand is limited and can be accommodated on the existing lot. Operating hours will generally align with standard business hours, reducing evening or late-night traffic impacts. The anticipated traffic impact is therefore **negligible** and compatible with the existing neighborhood street network.

Conclusion:

This rezoning will enable a needed community service to operate within an existing building in a manner that is environmentally responsible, economically beneficial, and traffic-neutral. The proposal is consistent with Pueblo's goals of promoting public health, encouraging adaptive reuse of existing properties, and ensuring land uses that are compatible with their surrounding neighborhoods.

Description of Area Surrounding

The subject property at **105 Lehigh Avenue** is located within the south Pueblo (81005) area, in a neighborhood characterized by a mix of **residential, institutional, and commercial uses**.

- **North:** Primarily residential homes, consisting of single-family dwellings typical of the R-4 district, along with pockets of small office and service uses.
- **South:** Additional residential uses with connections to local streets, along with neighborhood-serving commercial uses along nearby arterials.
- **East:** A mix of residential dwellings and professional service buildings, gradually transitioning toward more intensive commercial corridors.
- **West:** Residential development and local access streets, with commercial activity increasing closer to major arterials.

The property itself is located near established **community corridors** that support medical, retail, and service uses. The surrounding area therefore represents a **transitional zone** between residential neighborhoods and commercial corridors, making it suitable for professional/medical office development.

The existing building on the site has historically been used for **office-based services** (formerly Spectrum I/DD provider), and the surrounding infrastructure (streets, utilities, parking) is already in place to support this type of use. The proposed dental office will be compatible with the surrounding land uses, maintaining the professional service character along nearby corridors while providing a needed community amenity to local residents.

Surrounding Land Uses – 105 Lehigh Ave, Pueblo, CO

ZONING MAP AMENDMENT EXHIBIT

105 LEHIGH AVE

SITE PLAN EXHIBIT
SCALE: NOT TO SCALE

PROJECT TEAM

CLIENT/TENANT
RICHARD RAY
918-955-6712
RICHARDR@OSSCPERIO.COM
DR. REECE COCHRAN
R.CREIGHTON.C@GMAIL.COM

ARCHITECT
BUCHER DESIGN STUDIO, INC.
BRIAN K. BUCHER AIA, NCARB, ICC
PRESIDENT, ARCHITECT
12325 ORACLE BLVD. SUITE 101
COLORADO SPRINGS, CO 80921
(719) 484-0480

CONTRACTOR
TBD

APPLICABLE BUILDING CODES

2021 IBC (INTERNATIONAL BUILDING CODE)
2021 IFC (INTERNATIONAL FIRE CODE)
2021 IMC (INTERNATIONAL MECHANICAL CODE)
2021 IPC (INTERNATIONAL PLUMBING CODE)
2023 NEC (NATIONAL ELECTRICAL CODE)
2021 IECC (INTERNATIONAL ENERGY CONSERVATION CODE)
2017 ICC A117.1 (ACCESSIBLE & USABLE BUILDINGS & FACILITIES)

PROJECT & SITE DATA

PROJECT NAME	TBD
PROJECT ADDRESS	105 LEHIGH AVE
TAX SCHEDULE NO	1509104008
LEGAL DESCRIPTION:	LOT 8 BLK 8 REGENCY PARK 6TH FILING
EXISTING ZONING	B-4
PROPOSED ZONING	B-1
LOT SIZE	9100 ACRES
PROPOSED USES	DENTAL OFFICE WELLNESS SPA
BY SETBACKS	FRONT 25' SIDE 5' REAR 15'

PARKING REQUIREMENTS

USE	AREA	RATIO	REQ'D
DENTAL OFFICE	6,000 SF	5 FOR FIRST 1,250 + 1 PER 250 SF	20

20 SPACES REQUIRED / 27 SPACES PROVIDED (EXISTING)

VICINITY MAP
NOT TO SCALE

Copyright © 2025

BUCHER DESIGN STUDIO

A PROPOSED DENTAL OFFICE FOR

DR. COCHRAN

105 LEHIGH AVE PUEBLO, CO

Sheet Title
SITE PLAN EXHIBIT

Drawing Status
DD SET

Revisions
No. Description By Date

Date 10/30/25
Drawn by
Checked by
Scale AS NOTED
Job No

Sheet No.
A0

November 24th, 2025

The City Planning and Zoning Commission will hold a public hearing on a request from Reece Cochran and Richard Ray for the approval of the following application:

Z-25-21 Rezone: Rezoning of 0.91 acres located at 105 Lehigh Ave from Mixed Residential (R-4) to Neighborhood Business (B-1) Zone District to facilitate the use of the property for a medical office space.

The Planning and Zoning Commission meeting will be held on **December 10, 2025, at 3:30 p.m.** in City Council Chambers at 1 City Hall Place. The meeting will be recorded and can be viewed via Zoom, but **no testimony will be heard virtually** (Zoom info available at www.pueblo.us/PandZ).

You are welcome to attend this public hearing and express your viewpoint concerning this proposal. Written testimony can also be accepted up to 24 hours before the hearing date. To review the staff report for the proposed application, please visit www.pueblo.us/PandZ and click on "Most Recent Agenda" no sooner than the Friday prior to the hearing. **Please contact the planner listed below if you have questions**.

Beritt Odom, Planning & Community Development Director
By Riane Ledford, Planner
(719) 553-2321

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Beritt Odom, Planning & Community Development Director
By Riane Ledford, Planner
(719) 553-2321

CASE NUMBER Z-25-21

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 105 Lehigh Ave to be sent to the attached list of owners of the real property lying within three hundred (300) feet of the said property on which the Zoning Map Amendment is proposed by depositing the same properly addressed and postage paid in the post office, as set forth in the Code of Ordinances, Section 17-6-2.

11-24-25
(Date)

PUEBLO PLANNING & ZONING COMMISSION

By Karen Elgin Mailed by Carol

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 105 Lehigh Ave, upon which action is pending as set forth in the Code of Ordinances, Section 17-6-2.

11-24-25
(Date)

PUEBLO PLANNING & ZONING COMMISSION

By Karen Elgin
Photo uploaded into comp folder 12-2-25 by Planner

Owner	OwnerStree	OwnerCity	Owr	OwnerZip
1 CASTLE ROYAL DRIVE LLC	5755 ESCAPARDO WAY	COLORADC	CO	80917-3341
ALGIEN NATHAN D	18 VASSAR AVE	PUEBLO	CO	81005-1955
AMERICAN DREAM LAND DEVELOPMENT OF COLORADO LLC	7941 FERNCLIFF DR	COLORADC	CO	80920-8007
ANZLOVAR SHEILA M	1112 S ASH ST	YUMA	CO	80759-3104
BACA JOSEPH E/ BACA LISA A	5 EMPEROR CT	PUEBLO	CO	81005-2112
BRAMALL JAMES H III	28292 GALE RD	PUEBLO	CO	81006-9617
BROWDUES JANICE K	5818 CANYON RESERVE HT	COLORADP	CO	80919-6526
CANTOR ISSIE/CANTOR MARIEANN K	61 SOVEREIGN CIR APT H	PUEBLO	CO	81005-1860
CHANDLER FAMILY TRUST	53 SOVEREIGN CIR APT E	PUEBLO	CO	81005-1800
CHU YEE WONG DAVID	435 VALLEY ST	EL SEGUNI	CA	90245-2934
DARCHER PROPERTIES LLC	2129 RIDGEWOOD LN	PUEBLO	CO	81005-2726
DRILLESTATE LLC	PO BOX 2303	PUEBLO	CO	81004-0303
GIRO JOHN ROBERT	6 CASTLE ROYAL DR	PUEBLO	CO	81005-2109
GURULE PEARL G	449 SUNSET LN	PUEBLO	CO	81005-1140
M + A PROPERTIES LLC	120 MCCOY ST	WINNEMU	NV	89445-3971
MARSHALL JUSTIN / MARSHALL SAVANNAH	2 EMPEROR CT	PUEBLO	CO	81005-2112
MARTINEZ BRANDI J	1 EMPEROR CT	PUEBLO	CO	81005-2112
MCDONALD CONSTANCE L	61 SOVEREIGN CIR APT G	PUEBLO	CO	81005-1860
MENDOZA B M/MENDOZA J/MENDOZA JOHN/LEYBA L/MCILLWAIN A L	JOSEPH MENDOZA 159 ALI	PUEBLO	CO	81005-3903
MONTGOMERY GERRY J/MONTGOMERY DIAN L	40 REGENCY BLVD APT A	PUEBLO	CO	81005-1890
MORAN JOHN	48 N ELECTRONIC DR	PUEBLO W	CO	81007-1444
NEIGHBORHOOD SERVICES INC	1080 CHINOOK LN	PUEBLO	CO	81001-1850
PANTLEO PHIL C/FABRIZIO PANTLEO SHEILA K	53 SOVEREIGN CIR APT F	PUEBLO	CO	81005-1800
PENCIS LYNDA SUE	61 SOVEREIGN CIR APT E	PUEBLO	CO	81005-1860
R C M COMMERCIAL ENTERPRISES	619 LEWIS ST	CASTLE RO	CO	80104-1820
RUBIO NEO	8 CASTLE ROYAL DR	PUEBLO	CO	81005-2109
SANCHEZ KENNETH ROGER	1609 ALEXANDER CIR	PUEBLO	CO	81001-2001
SANCHEZ MARIO L AND DOROTHY A 2005 REVOCABLE TRUST	61 SOVEREIGN CIR APT I	PUEBLO	CO	81005-1842
SANTOS MADELINE M/SANTOS JAMES M	61 SOVEREIGN CIR APT F	PUEBLO	CO	81005-1860
SOTO KEITH/SOTO OLIVIA	323 QUINCY ST	PUEBLO	CO	81004-2024
SPRUCE HOMES LTD	323 QUINCY ST	PUEBLO	CO	81004-2024
TRUJILLO JOSEPH R	53 SOVEREIGN CIR APT H	PUEBLO	CO	81005-1800
VELLAR BRANDI L	4 EMPEROR CT	PUEBLO	CO	81005-2112
WOODSTONE AT REGENCY PARK	UNKNOWN	PUEBLO	CO	
YBARRA AMBER M	80 PENNWOOD LN	PUEBLO	CO	81005-1816

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: June 22, 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 6-8-10 OF CHAPTER 8 OF TITLE VI OF THE PUEBLO MUNICIPAL CODE RELATING TO REQUIRED MEDICAL EXAMINATIONS FOR EMPLOYEES PRIOR TO THEIR APPOINTMENT TO A CITY POSITION

SUMMARY:

Attached for consideration is an ordinance amending Pueblo Municipal Code Section 6-8-10 to permit licensed health-care professionals, other than physicians, to also perform examinations of City employees when appointed to certain positions. This amendment is proposed to accommodate the certification and licensure of the medical staff of the new employee health clinic which is anticipated to open in August 2026.

PREVIOUS COUNCIL ACTION:

On September 24, 1973, City Council via Ordinance No. 3755 enacted this section as ordinance and codified it. On June 23, 1980, City Council passed Ordinance No. 4757 which amended the section to require a medical examination prior to every initial appointment and such other appointments as designated and added the remaining language of the section establishing the process by which such exams were to be conducted. On June 11, 2018, City Council accepted and approved via Ordinance No. 9296 an amendment to the language to change all references from “City Manager” to “Mayor".

BACKGROUND:

The health care model for the employee health clinic will consist of a licensed Nurse Practitioner and a licensed Medical Assistant with oversight by a licensed Physician Manager.

The Physician Manager’s primary role will be to review clinical cases with the Nurse Practitioner being the licensed medical professional on site providing the day to day care, as well as conducting the medical examinations that potential employees are

required to undergo prior to appointment to a City position.

This change would allow the licensed physician to designate the nurse practitioner to sign off on the medical exams.

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

Staff recommends adoption of the Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

If City Council does not approve this Ordinance, the medical staff of the new employee health clinic will not be able to conduct the medical examinations of employees appointed to certain City positions and those services would need to be performed in another facility thereby reducing the amount of cost savings expected to be realized by doing the exams in the clinic.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

None

ORDINANCE NO.

AN ORDINANCE AMENDING SECTION 6-8-10 OF CHAPTER 8 OF TITLE VI OF THE PUEBLO MUNICIPAL CODE RELATING TO REQUIRED MEDICAL EXAMINATIONS FOR EMPLOYEES PRIOR TO THEIR APPOINTMENT TO A CITY POSITION

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

SECTION 1.

Section 6-8-10 of Chapter 8 of Title VI of the Pueblo Municipal Code is amended to read as follows:

Sec. 6-8-10. - Medical examinations, requirements; condition precedent to appointment.

(a) A medical examination shall be required as a condition precedent to every initial appointment and to such other appointments as the Director or Mayor may designate.

(b) All such medical examinations shall be conducted by **a licensed health-care provider licensed or otherwise authorized by the state as a[**such**]** physician**, physician's assistant or advance practice registered nurse,** and in such manner and form as are established by the Director with the approval of the Mayor, for the purpose of determining the physical qualifications of a candidate to perform the duties of the position, and shall be at the expense of the City. Examination results shall be submitted to the Director by written report, which shall include the opinion of the examining **[**physician**]licensed health-care provider** as to the physical qualifications of the candidate to perform the duties of the position, and a statement from the examining **[**physician**]licensed health-care provider** of any condition of the candidate which might substantially affect performance of the duties of the position. If an examination report discloses any such condition, the Commission and the involved department head shall evaluate the condition in relation to the duties of the position. Based upon such evaluation, if the Commission determines that the candidate is otherwise qualified and can perform the duties of the position with reasonable accommodation, the Commission, in accordance with the requirements of Section 6-1-7 of this Code, may certify the candidate as eligible for appointment.

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 thirtieth day after the date of final action

by the Mayor and City Council.

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

_____
President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

_____
_____
_____
_____

_____
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

_____
City Clerk

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: June 22, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Clyde Bishop, City Clerk

FROM: Barb Huber, Fire Chief

SUBJECT: AN ORDINANCE TO APPROVE A MEMORANDUM OF UNDERSTANDING BETWEEN THE STATE OF COLORADO DEPARTMENT OF PUBLIC SAFETY AND THE PUEBLO FIRE DEPARTMENT ALLOWING THE AUTHORITY HAVING JURISDICTION ("AHJ") OVER STATE OF COLORADO DEPARTMENT OF PUBLIC SAFETY FACILITIES OPERATIONS IN PUEBLO CITY LIMITS FOR BUILDING CONSTRUCTION PLAN REVIEW AND RELATED INSPECTIONS, FIRE SAFETY INSPECTIONS, AND FIRE SAFETY PERMITS AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME

SUMMARY:

This Ordinance approves a MOU between the State of colorado Department of Public Safety and the Pueblo Fire Department and the AHJ for the life-safety services provided by AHJ for the best interest of the people served by the State of Colorado Department of Public Safety facilities that AHJ provide all review, inspections and oversight for fire and related life-safety issues for these facilities

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The State of Colorado Department of Public Safety and the Pueblo Fire Department facilities are located in the City of Pueblo which fall under the State of Colorado Department of Public Safety jurisdiction.

FINANCIAL IMPLICATIONS:

The cost of compliance with the MOU for building construction review and related

inspections, fire safety inspections, and fire safety permits as provided in the MOU.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

Not applicable to this Ordinance.

RECOMMENDATION:

Passage of the Ordinance.

ATTACHMENTS:

1. MOU 2026 Pueblo

ORDINANCE NO.

AN ORDINANCE TO APPROVE A MEMORANDUM OF UNDERSTANDING BETWEEN THE STATE OF COLORADO DEPARTMENT OF PUBLIC SAFETY AND THE PUEBLO FIRE DEPARTMENT ALLOWING THE AUTHORITY HAVING JURISDICTION ("AHJ") OVER STATE OF COLORADO DEPARTMENT OF PUBLIC SAFETY FACILITIES OPERATIONS IN PUEBLO CITY LIMITS FOR BUILDING CONSTRUCTION PLAN REVIEW AND RELATED INSPECTIONS, FIRE SAFETY INSPECTIONS, AND FIRE SAFETY PERMITS AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME

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

SECTION 1.

The MOU between the State of Colorado Department of Public Safety and The Pueblo Fire Department, a copy of which is attached hereto and incorporated herein, is approved.

SECTION 2.

The Mayor is hereby authorized to execute the Agreement in the name and on behalf of the City of Pueblo, where the Mayor may execute the Agreement by electronic signature and such electronic signature shall be attributable to the Mayor and the City of Pueblo.

SECTION 3.

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

SECTION 4.

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

SECTION 5.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

_____
President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

_____
_____
_____
_____

_____
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

_____
City Clerk

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF COLORADO DEPARTMENT OF PUBLIC SAFETY
AND
THE PUEBLO FIRE DEPARTMENT

WHEREAS the State of Colorado facilities that are located within the City and County of Pueblo Fire Department fall under the jurisdiction of the Pueblo Fire Department , the State of Colorado Department of Public Safety recognizes the life-safety services provided by the Pueblo Fire Department and therefore affirms that it is in the best interest of the State of Colorado Department of Public Safety and the people served by State of Colorado Department of Public Safety facilities that the Pueblo Fire Department provide all reviews, inspections, and oversight for fire and related life-safety issues for these facilities.

The State of Colorado and the Pueblo Fire Department enter into this "Memorandum of Understanding" to define the services provided by the Pueblo Fire Department for the protection of the State of Colorado Department of Public Safety facilities, and to acknowledge that the State of Colorado Department of Public Safety has an obligation to abide by the decisions made by the Pueblo Fire Department in the following areas governed by life safety and fire safety codes:

- **Building Construction Plan Review and Related Inspections (fire and related life safety issues)** - review and approval of plans for new construction and/or renovation of existing buildings or portions thereof.

- **Fire Safety Inspections** - annual property inspections conducted by Pueblo Fire Department Fire Prevention personnel.

- **Fire Safety Permits** - review and issuance of official permits to authorize use, handling, storage, manufacturing, occupancy or control of specific hazardous operations and conditions.

The numbered points below are not an exhaustive list of topics included in the Pueblo Fire Department Fire Code but represent the key points on which understanding between the parties of this MOU is critical.

1. The Pueblo Fire Department has adopted the 2021 International Fire Code, 2026 Pueblo Fire Department Amendments to the 2021 International Fire Code, and referenced life-safety related standards, all of which, taken together, are known as the "Pueblo Fire Department Fire Code." The State of Colorado Department of Public Safety accepts this code as the standard to be used for State properties within the City and County of Pueblo Fire Department and recognizes the rights of the City and County of Pueblo Fire Department, to adopt changes and/or newer versions of fire and life-safety codes, standards and amendments.

2. The State of Colorado Department of Public Safety shall submit all building plans for any new or extensively remodeled or renovated building to the Pueblo Fire Department for review, comment and approval, and the State of Colorado Department of Public Safety or the project owner or agent shall submit any required fees for plan review for fire and related life safety issues and inspections that are required by the Pueblo Fire Department .

3. Installation work and inspections on fire-safety systems for the State of Colorado Department of Public Safety must be carried out by technicians holding a current license issued by the Pueblo Fire Department.

4. The State of Colorado Department of Public Safety shall obtain permission to occupy any new or extensively renovated building or building areas from the Pueblo Fire Department when the construction or renovation work is substantially complete and safe to occupy. Then the Department of Public Safety will issue the Notice of Approval of Occupancy/Use.

5. The State of Colorado Department of Public Safety recognizes the Pueblo Fire Department ’s right and authority to perform annual fire safety inspections of existing structures within the City and County of Pueblo Fire Department and to require and issue Fire Safety Permits.

6. The State of Colorado Department of Public Safety will work with any building facility tenant that is producing, using or storing hazardous materials to ensure that they obtain and meet the conditions of the appropriate HAZMAT permit(s). Those conditions include (1) submitting an annual inventory of hazardous materials that is in compliance and compatible with Pueblo Fire Department ’s Hazardous Material Information Statement.) and (2) providing a Hazardous Material Management Plan (HMMP), which includes a facility site plan designating the locations and types of hazards and emergency equipment. Pueblo Fire Department will utilize this information for SARA Title III - Tier II reporting.

7. State of Colorado Department of Public Safety will mandate that State of Colorado Department of Public Safety and contractors provide timely notification to the Pueblo Fire Department whenever confined space entry is planned, once the applicable Pueblo Fire Department permit(s) is (are) in place.

8. State of Colorado Department of Public Safety will mandate that State of Colorado Department of Public Safety and contractors provide timely notification to the Pueblo Fire Department when asbestos special hazard procedures are needed. State of Colorado Department of Public Safety will follow State of Colorado Department of Public Health and Environment requirements.

9. State of Colorado Department of Public Safety will adhere to all Pueblo Fire Department requirements and procedures for instituting a fire watch when critical components of a building’s life-safety system(s) become disabled or an unsafe condition exists within a building. The applicable Pueblo Fire Department Fire Safety Permit(s) shall be in place.

10. State of Colorado Department of Public Safety shall notify Pueblo Fire Department of any activities or events that entail an activity or use that goes beyond the designed/approved occupancy use of the space or the area (i.e., large open house, outdoor fairs or events that

may have a negative impact on emergency vehicle access, or outdoor vendors using regulated materials such as LPG, flammable or combustible fuels, electrical generators, etc.) and shall have applicable fire safety permit(s) in place.

11. If the Pueblo Fire Department , during one of its visits or inspections, notes or discovers any life-safety concern that is outside of the reviews that are done in conjunction with a construction project, then the Pueblo Fire Department will call the issue/concern to the attention of State of Colorado Department of Personnel and Administration. All reports summarizing the annual fire safety inspection also shall be submitted to State of Colorado Department of Personnel and Administration. State of Colorado Department of Public Safety and Pueblo Fire Department agree that correction of inspection deficiencies is dependent on funding availability.

SIGNATURE PAGE

This memorandum of understanding has been reviewed and found acceptable by both the State of Colorado Department of Public Safety and the Pueblo Fire Department.

STATE OF COLORADO
Department of Public Safety

_____
By: Kevin Rants, CAO

Date: _____

STATE OF COLORADO
Pueblo Fire Department

_____
By: Barbara Huber, Pueblo Fire Department Chief

Date: _____

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: June 22, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Clyde Bishop, City Clerk

FROM: Elizabeth Drake, Assistant City Attorney

SUBJECT: AN ORDINANCE AMENDING PUEBLO MUNICIPAL CODE SECTION 11-4-16 DISPOSITION OF IMPOUNDED ANIMALS

SUMMARY:

Attached for consideration is a modification to Pueblo Municipal Code amending Section 11-4-16 to clarify the procedure for release of impounded animals and aligning said procedures to those of the Colorado Revised Statutes.

PREVIOUS COUNCIL ACTION:

This ordinance was originally enacted in 1981; it has been modified several times over the years, the most recent being in 2021.

BACKGROUND:

There are certain procedures when an animal is impounded. The owner retains ownership of impounded animals by paying a nonrefundable bond that is utilized by the impounding agency for the cost of care. The bond must be paid in regular intervals to cover costs as the case proceeds. If the bond is not paid, the animals should be considered abandoned. Once deemed abandoned impounding agency can provide for the animals more directly, such as veterinary care, fostering or adoption. Any amount not paid is requested in restitution in court, but repayment takes time and is not guaranteed.

Animal Law Enforcement (ALE) cases split between going to state court (Pueblo Combined Courts) and Pueblo Municipal Court. The nuances between state law and P.M.C. creates extra strain on ALE.

Currently, the P.M.C. ordinance states that if the bond is not paid the Municipal Court may order the animal(s) abandoned and/or the owner to pay through restitution for the cost of care. This language requires HSPPR, and the animals, wait while the prosecution motions the Court for the abandonment order and wait additional time to

afford response from the owner/defendant all while incurring more costs and adding unnecessary stress to the animals. State law would determine the animals abandoned automatically.

This proposed change would align P.M.C. to the state ordinance, reducing the time animals are held in impound; thus, reducing stress on the animals, saving unnecessary expenses and reducing court processes.

FINANCIAL IMPLICATIONS:

This modification is anticipated to help reduce the strain of resources on our Animal Services including cost of care that may not be paid.

BOARD/COMMISSION RECOMMENDATION:

Staff and HSPPR recommend adoption of the Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

If City Council does not approve this Ordinance, HSPPR will have heightened costs of care for animals that are in their care, and the animals will be placed under additional strain.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. Ordinance

ORDINANCE NO. _____

AN ORDINANCE AMENDING PUEBLO MUNICIPAL CODE SECTION 11-4-16 DISPOSITION OF IMPOUNDED ANIMALS

WHEREAS, the Pueblo Municipal Code currently includes in Section 11-4-16 a provision that provides how animals that are impounded are handled; and

WHEREAS, Humane Society of the Pikes Peak Region (HSPPR) is the contracted animal shelter for City; and

WHEREAS, pursuant to the Pueblo Municipal Code, owners of impounded animals may pay a monetary bond that provides the cost of care of the animals but must continue to pay the bond while the animals are impounded; and

WHEREAS, the Colorado Revised Statutes determine an animal is automatically considered abandoned when a bond is not paid, while the current Pueblo Municipal Code requires an order from the Municipal Court; and

WHEREAS, City of Pueblo desires to prevent undue stress on animals waiting in a shelter longer than necessary when their owners do not post a bond, promote judicial economy, and prevent unnecessary costs, City of Pueblo modifies its ordinance to align with the practices set forth in the Colorado Revised Statutes. NOW, THEREFORE,

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

SECTION 1.

Section 11-4-16 is hereby amended to read as follows:

Sec. 11-4-16. - Disposition of impounded animals.

(a) As soon as practical after the impoundment of any animal pursuant to Pueblo Municipal Code Sections 11-4-13, 11-4-14, 11-4-15, 11-4-21 or for the abatement of any nuisance provided for in this Chapter, notice of impoundment shall be posted in a conspicuous place at the Pueblo Animal Shelter for five (5) consecutive days. If the owner of the impounded animal can be determined by examination of the animal's vaccination tag or from other identifying tags or markings, immediate notice shall be given to such owner.

(b) **[**Any impounded animal may be redeemed by the owner upon payment of the impound fee, care and feeding charges, veterinary charges, if any, and such other charges as periodically established by the City or designated Shelter Operator.**]** If the **impounded** animal has not been vaccinated and is required by the provisions of this Chapter to be so vaccinated, the owner shall not be given custody of the animal until steps are taken to so vaccinate the animal. Should a registered Doctor of Veterinary

Medicine be unavailable to perform the vaccination, the owner may obtain a rabies voucher for the animal to be vaccinated at a later date and take the animal into his or her custody. Unless otherwise modified by resolution of the City Council or by the designated Shelter Operator, the redemption amounts identified herein shall be charged.

[(1) Redemption amounts; impoundment. The redemption amount for charges associated with the impoundment of an animal is forty dollars ($40.00) for the first impoundment, fifty dollars ($50.00) for the second impoundment and seventy-five dollars ($75.00) for the third impoundment and each impoundment thereafter within a twelve-month period.

(2) Redemption amounts; daily care and feeding. The redemption amount for charges associated with the daily care and feeding of an impounded animal shall be as follows:

a. Impounded but not quarantined dog, fifteen dollars ($15.00) per day;

b. Impounded but not quarantined cat, fifteen dollars ($15.00) per day;

c. Impounded and quarantined dog, twenty dollars ($20.00) per day;

d. Impounded and quarantined cat, twenty dollars ($20.00) per day; and

e. All other animals, fifteen dollars ($15.00) per day.]

(c) If an animal is not redeemed within five (5) days after the receipt of notice by the owner or within five (5) days after impoundment if the owner cannot be determined, it shall be deemed abandoned and become the property of the Shelter Operator. Upon adoption of any animal eligible for adoption from the Shelter Operator, and payment of the adoption fee therefor, the animal shall be either spayed or neutered by a licensed veterinarian at the animal shelter, or the person adopting the animal shall execute a written agreement that the animal will be spayed or neutered within thirty (30) days of adoption and release. No animal adopted from the animal shelter shall be released without first having been spayed or neutered or before the written agreement is filed with the Shelter Operator.

(1) Where an adopted animal is released pursuant to a written agreement to spay or neuter the animal, the person adopting the animal shall file, within thirty (30) days of the animal's release, proof of the fact that the animal has been spayed or neutered by submitting to the Shelter Operator a certification from the appropriate spay-neuter clinic, veterinarian, or other provider of such services.

(2) In the event a person signs an agreement to spay or neuter an animal pursuant to this Subsection (c), it shall be unlawful and a Class 2

municipal offense for such person to fail to timely spay or neuter the animal pursuant to the agreement or to fail to timely file proof of such fact with the Shelter Operator.

(3) In the event a person signs an agreement to spay or neuter an animal pursuant to Paragraph (2) above and such person fails to timely file proof of the fact that the animal has been spayed or neutered, the Animal Control Officer may petition the Municipal Court to order the seizure and impoundment of the animal.

(d) Reserved.

(e) The Shelter Operator shall establish a spay/neuter program in order to implement the spaying or neutering of animals from the Shelter Operator in accordance with Subsection (c) of this Section. The program shall provide for the following minimum requirements:

(1) Any licensed veterinarian shall be permitted to participate in the program by agreeing to perform spay/neuter procedures upon animals adopted from the Shelter Operator.

(2) Spay/neuter procedures shall be performed in accordance with recognized practice of veterinarians and according to the standard of care in effect for such procedures in this region.

(3) No participating veterinarian shall have any claim against the City for compensation for services, fees, equipment or supplies, or for damages or injury to persons or property, arising from or related to the performance of spay/neuter procedures upon animals located at or transported or adopted from the Pueblo Animal Shelter, unless such veterinarian has a duly authorized contract therefor with the City and such claim is made in accordance with the terms of said contract. For purposes of this Subsection, the Shelter Operator shall not be deemed an agent of the City. Nothing in this Subsection is intended to prohibit, impair, affect, or modify any provision in any agreement between a veterinarian and any nonprofit corporation acting as Shelter Operator.

(f) Nothing in this Section shall be construed so as to hold the City, the Shelter Operator, nor the officers or agents of either, responsible for any damage to persons or property for any action taken in connection with the administration and enforcement of this Chapter.

(g) No person, or group of persons residing in the same household, may adopt from the Pueblo Animal Shelter more than four (4) animals in any one (1) calendar year.

[(h) Within ten (10) days of the impoundment of any animal pursuant to Pueblo Municipal Code Section 11-4-13, 11-4-14, or 11-4-21, the redemption costs associated with the first thirty (30) days of impoundment are due. Thereafter, costs of care are due every subsequent thirty (30) days, unless the animal is abandoned by the owner or voluntarily surrendered to the Pueblo Animal Shelter. In the event an animal is returned

to the owner before the end of a thirty (30) day period, the Shelter shall refund the redemption costs for the time the animal was not impounded. Should the owner of an animal fail to pay any amount due under this Subsection, the Municipal Court may order the owner to pay said amounts through an order for restitution, declare the animal abandoned, or both order restitution and declare the animal's abandonment.**]**

(1) The owner or custodian of an animal that has been impounded by an impound agency because of alleged neglect or abuse or because of investigation of charges of cruelty to animals pursuant to section 11-4-21; quarantine of animals pursuant to section 11-4-13; or ownership of dangerous animals or potentially dangerous animals pursuant to 11-4-14, may prevent disposition of the animal by an impound agency by filing a payment for impoundment, care, and provision costs with the court in an amount determined by the impound agency to be sufficient to provide for the animal's care and provision at the impound agency for at least thirty days, including the day on which the animal was taken into custody.

To the extent practicable, within seventy-two hours after an impoundment described under subparagraph (1) of this paragraph (h), upon request from the owner or custodian of the impounded animal, the impound agency shall allow a licensed veterinarian of the owner's or custodian's choosing and at his or her expense to examine the animal at a time and place selected by the impound agency, which examination may include taking photographs of the animal and taking biological samples for the purpose of diagnostic testing.

(2) The owner or custodian must file the payment:

a. Within ten (10) days after the animal is impounded; or

b. If the owner or custodian requests a hearing pursuant to paragraph (3) of this subsection (h), in accordance with subparagraph (c) of paragraph (3) of this subsection (h).

(3)

a. Within ten days after the date of impoundment, the owner or custodian may request a hearing in Municipal Court. The owner or custodian must provide notice to the impounding agency of his or her request for a hearing before close of business on the day the request is made. If the owner or custodian requests a hearing, the court shall hold the hearing within ten days after the request is made.

b. At the hearing, the court shall determine, as appropriate:

1. Whether there was sufficient probable cause for the impoundment; and

2. If the court finds probable cause for

impoundment existed and the owner or custodian elects not to pay the reasonable impoundment, care, or provision costs to prevent disposition, release of the animal to the impound agency for disposition.

c. A warrant issued by any court of competent jurisdiction, including but not limited to Municipal Court, authorizing seizure of the impounded animal constitutes prima facie evidence of sufficient cause for impoundment.

d. If probable cause is found at a hearing conducted under this paragraph (3), the owner or custodian shall file payment for costs within twenty-four (24) hours to the shelter. Failure to pay in the time allotted will result in the animal being considered abandoned and the impounding agency may determine disposition of the animal unless there is a court order prohibiting disposition.

(4) At the end of the time for which expenses are covered by an initial or any subsequent impoundment, care, and provision payment:

a. If the owner or custodian desires to prevent disposition of the animal, the owner or custodian must file a new payment with the court within ten days prior to the previous payment's expiration.

b. If the owner or custodian has not timely filed an additional payment for impoundment, care, and provision costs, the impound agency may determine disposition of the animal and the animal is abandoned, unless there is a court order prohibiting disposition. The owner or custodian is liable for any additional costs for the care of, provision for, or disposal of the animal.

(5)

a. Failure to pay the impoundment, care, and provision costs pursuant to this section results in the forfeiture of the right to contest those costs and any ownership rights to the animal in question.

b. Any animal that is not claimed by its owner within five days after being eligible for release from impoundment for investigation of a charge of ownership of dangerous animal as described in section 11-4-14 is deemed abandoned and may be disposed of as the impound agency deems proper.

c. If, in the opinion of a licensed veterinarian, an impounded animal is experiencing extreme pain or suffering or is severely injured past recovery, severely disabled past recovery, or severely diseased past recovery, the animal may be euthanized without a court order.

(6)

a. In the event an animal is returned to the owner before the end of a thirty (30) day period, the Shelter shall refund the redemption costs for the time the animal was not impounded.

b. With respect to the sale of an animal, the proceeds are first applied to the costs of the sale and then to the expenses for the care of and provision for the animal during impoundment and the pendency of the sale, including expenses incurred by the impound agency that have not been paid by the owner or custodian. If the owner of the animal is convicted of cruelty to animals under section 11-4-21, or ownership of a dangerous animal under section 11-4-14, or is found by court order to have mistreated, neglected, or abandoned the animal under article 42 of title 35, C.R.S., the remaining proceeds, if any, are paid to the impound agency. If the owner of the animal is not convicted of such charges or is not found by court order to have mistreated, neglected, or abandoned the animal, the impound agency shall pay over the remaining proceeds, if any, to the owner of the animal.

c. If the owner of the animal cannot be found, the court shall pay any remaining proceeds after all other expenses have been paid to the impound agency. An owner claiming the remaining proceeds must make the claim within one year after the payment of the proceeds to the impound agency. A claim not so presented to the court is forever barred unless the court, by proper order made in any case, otherwise decrees. An impound agency shall pay to the claimant any refund ordered by court decree.

(7) Payment of redemption amounts including bonds and impounding fees are made to the shelter directly.

(h)

(1) Redemption amounts; impoundment. The redemption amount for charges associated with the impoundment of an animal is forty dollars ($40.00) for the first impoundment, fifty dollars ($50.00) for the second impoundment, and seventy-five dollars ($75.00) for the third impoundment and each impoundment thereafter within a twelve-month period.
(2) Redemption amounts; daily care and feeding. The redemption amount for charges associated with the daily care and feeding of an impounded animal shall be as follows:

a. Impounded but not quarantined dog, fifteen dollars ($15.00) per day;

b. Impounded but not quarantined cat, fifteen dollars ($15.00) per day;

c. Impounded and quarantined dog, twenty dollars

($20.00) per day;

d. Impounded and quarantined cat, twenty dollars ($20.00) per day; and

e. All other animals, fifteen dollars ($15.00) per day.

(i) Nothing in this section prevents the impounding agency or any entity or victim from requesting from the Municipal Court an order of Restitution.

SECTION 2.

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

SECTION 3.

This Ordinance shall become effective thirty (30) days following 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: June 22, 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 LEASE BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND IQOR US, INC., A DELAWARE CORPORATION FOR THE LEASE OF CITY OWNED PROPERTY LOCATED AT 317 NORTH MAIN STREET, PUEBLO, COLORADO 81003 AND AUTHORIZING THE MAYOR TO EXECUTE SAID LEASE

On November 23, 2015, by Resolution No. 13341, City Council approved a Lease with iQor for approximately 41,379 square feet of the Pope Block Building located at 317. N. Main Street in downtown Pueblo. On March of 2019 by Ordinance 9440, City Council approved a lease with iQor for approximately 12,978 square feet located at 317 N. Main Street.

SUMMARY:

Attached is an Ordinance approving and authorizing the Mayor to sign a lease with iQor US Inc. a Delaware corporation.

PREVIOUS COUNCIL ACTION:

BACKGROUND:

On November 3, 2015, iQor entered into a lease with the City to lease 41,379 square feet of the Pope Block Building located at 317 N. Main Street. On March 1, 2019, iQor entered into a second lease with the City for an additional 12,978 square feet of space in the Pope Block Building. Pursuant to the terms of the previous leases, iQor reduced its total leased space to 25,862 square feet effective February 15, 2021.

Both previous leases expired on February 28, 2025. Since that time iQor has been leasing the space on a month-to-month basis. iQor wishes to continue leasing approximately 25,863 square feet in the Pope Block Building for three more years with two (2) three (3) year renewal options. iQor's base rent for the Term of this Lease shall be as follows:

Dates	Cost per Square Foot	Square Feet	Annual Cost
06/01/26 to 06/30/26	$10.00	25,862	$258,620.00
07/01/26 to 12/31/26	$11.75	25,862	$303,878.50
01/01/27 to 12/31/27	$13.50	25,862	$349,137.00
01/01/28 to 12/31/28	$15.00	25,862	$387,930.00

The space will continue to be used as a call center. This lease is a "gross" lease with the City paying the following:

- Maintenance of the building
- Building utilities
- Major repair of the building
- Building property taxes
- Building insurance
- Building fire systems

iQor will be responsible for routine maintenance of its leased space and repairs up to $1,000. Either party may terminate the lease without cause with at least 180 days prior written notice to the other party.

The existing security card system which controls access to the building and iQor's area needs to be updated. The City has agreed it will install, update and reconfigure the card reading system. (An ordinance approving the agreement for that transaction will be coming before City Council for approval.) Pursuant to the lease, iQor shall reimburse the City up to $25,000 for the cost of installing the reconfigured card system.

FINANCIAL IMPLICATIONS:

The lease will generate $1,299,565.50 in revenue to the half cent sales tax fund over the initial three-year term.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

If this Ordinance is not approved, iQor may move or close its call center in downtown Pueblo.

RECOMMENDATION:

Approve the Ordinance.

ATTACHMENTS:

1. iQor Lease

ORDINANCE NO.

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

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

SECTION 1.

The Lease between the City of Pueblo, a Colorado municipal corporation and iQor US Inc., a Delaware corporation, a copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved. The Mayor is authorized to execute and deliver the lease in the name of the City and the City Clerk is directed to affix the seal of the City thereto and attest same.

SECTION 2.

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

SECTION 3.

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

Action by City Council:

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

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

LEASE

This Lease is made as of the last date signed below, by and between City of Pueblo, Colorado, a Colorado municipal corporation ("Landlord") and iQor US Inc., a Delaware for-profit corporation ("Tenant").

ARTICLE 1
BASIC DATA

Each reference in this Lease to any of the terms contained in this Article or otherwise defined in this Agreement will be construed to incorporate the definitions or data stated under that term, defined as follows:

1.1. Building: 317 North Main Street, Pueblo, CO 81003 known as the Pope Block Building ("Building")

1.2. Leased Premises: Approx. 25,862 square feet in the Pope Block Building

1.3. Term: Initial term: 36 months

1.4. Commencement date: June 1, 2026

1.5. Renewal option: Tenant shall have the option to exercise two (2) three (3) year renewal options with 90 days prior notice to Landlord.

1.6. Tenant improvement allowance: None

1.7. Agency disclosure and commission: CBRE, Inc. is acting as Tenant's Agent, represented by Jared May. Tenant's Agent's commission, if any, will be paid by Tenant. Tenant shall indemnify and hold Landlord harmless from and against any claim or demand by any broker or other person for bringing about this Lease, including all expenses incurred in defending any such claim or demand (including reasonable attorneys' fees).

1.8. Landlord address:

Attn: Mayor
1 City Hall Place, 2nd Floor
Pueblo, CO 81003
Phone: (719) 553-2655

1.9. Landlord's property management representative:

Darren Bustos
Pueblo Facilities Maintenance Superintendent
City of Pueblo, (719) 553-2792
dbustos@pueblo.os

1.10. Tenant address:
iQor US Inc.
Attn: General Counsel
6700 N Andrews Avenue, 6th Floor
Fort Lauderdale, FL 33309

Copy to: legal.notices@iqor.com

ARTICLE 2
LEASE OF PREMISES

2.1. Leased Premises. In consideration of the mutual covenants and agreements herein contained, Landlord hereby leases to Tenant the premises of approximately 25,862 square feet located in the Building (the "Leased Premises") together with all appurtenances. The Leased Premises are located in the following sections of the Building: first floor east (19,994 square feet); portion of the second floor east (5,668 square feet); portion of the second floor west (200 square feet); and a partial section of the basement for storage. Notwithstanding anything to the contrary contained in this Agreement, neither the size nor location of the Leased Premises may be modified during the Term without Tenant's prior written consent.

2.3. Common Areas. Tenant shall have, as appurtenant to the Leased Premises, the non-exclusive right to use, and permit its invitees to use in common with other tenants of the Building, public lobbies, hallways, stairways, elevators, walkways necessary for access to Leased Premises, loading areas, pedestrian sidewalks and other areas or facilities which are in the Building which are public in nature.

ARTICLE 3
TERM

3.1. Commencement Date; Term. The Lease shall have an initial three-year term ("Term"). The Lease Term begins (the "Commencement Date") on June 1, 2026, and terminates on May 31, 2028 (the "Termination Date").

3.2. Options. Provided Tenant is in full compliance with the terms and conditions of this Lease, Tenant may extend the Term for an Extended Term as follows: Tenant may exercise two (2) three (3) year renewal options (each an "Extended Term") with one hundred eighty (180) days prior notice to the Landlord. The Rent and other terms and conditions will remain unchanged for the Extended Terms but shall be subject to the increase in Section of 4.2.

3.3. Termination Without Cause Option: Tenant shall have the continuing option to cancel this Lease, as it pertains to all, or any portion of the Leased Premises, for any reason whatsoever, by providing the Landlord with one hundred eighty (180) days prior written notice which shall specify the termination date and the portion of the Leased Premises being vacated. To the extent Tenant cancels a portion of the Leased Premise at any time during the Term or applicable Extended Term, the Rent shall be adjusted to reflect the reduced square footage for the remainder of the Term. Landlord shall have a continuing option to cancel this Lease for any reason whatsoever by

providing Tenant one hundred eighty (180) days prior written notice which shall specify the termination date.

ARTICLE 4
RENT AND ADDITIONAL CHARGES

4.1. Rent. Tenant's Rent for the Term of this Lease shall be as follows:

Dates	Cost per Square Foot	Square Feet	Annual Cost
06/01/26 to 06/30/26	$10.00	25,862	$258,620.00
07/01/26 to 12/31/26	$11.75	25,862	$303,878.50
01/01/27 to 12/31/27/27	$13.50	25,862	$349,137
01/01/28 to 12/31/28	$15.00	25,862	$387,930

4.2. Increase in Rent for Renewal Terms. The Rent for the Extended Term shall be increased by the lesser of (i) the Consumer Price Index (as defined herein) or (ii) a 3% increase to the preceding year's Rent. The Rent shall be calculated by using the price per square foot amount used in the preceding year. Rent for the second and third year of each Extended Term shall be increased by $1.00 per square foot. In no event shall the Rent be decreased. "Consumer Price Index" shall mean the Consumer Price Index for all urban households (Base Year 1982-1984 = 100) in the West Region (CPI-U) as determined and published by the United States Department of Labor, Bureau of Labor Statistics for the applicable year.

4.3 Gross Lease. It is the intent of the Parties that this Lease be a "gross" lease with the City paying the following:

- Maintenance and Management of the Building
- Building Utilities
- Major Repair of the Building and Leased Premises, unless damage is caused by the intentional, reckless or negligent action or inaction of Tenant, its employees, representatives, agents, or invitees. ("Major Repair" as it relates to the Leased Premises shall mean repairs costing more than $1,000.)
- Building Property Taxes
- Building use taxes not abated through Pueblo Urban Enterprise Zone
- Building Insurance
- Building Fire Systems

4.4. Tenant's Tax Obligations. The Tenant shall be solely responsible for the payment of its own tax obligations and agrees that said obligations shall not be paid as part of the City's

expenses in Section 4.3. Tenant's own tax obligations include, but are not limited to, sales and use taxes, personal property taxes and possessory interest real property taxes.

ARTICLE 5
USE

5.1. Use. Tenant may use the Leased Premises for general, executive, service, sales and administrative office purposes, including as a telephone call center and including any uses incidental to any of the foregoing. Any change of use by the Tenant shall require the prior written consent of the Landlord, which consent shall not be unreasonably withheld, conditioned or delayed.

5.2. Compliance with Laws. During the Term of this Lease, Tenant shall comply with all applicable laws, rules, regulations and ordinances of all federal, state, county and municipal authorities having jurisdiction over the Leased Premises or the Building. During the Term of this Lease, Landlord shall comply with all applicable laws, rules, regulations and ordinances of all federal, state, county and municipal authorities having jurisdiction over the Building.

ARTICLE 6
ALTERATIONS AND SIGNS

6.1. Tenant's Alterations. Alterations, installations, improvements, additions or other physical changes to the Leases Premises shall not be made by the Tenant without the prior written consent of the Landlord, which consent shall not be unreasonably withheld, conditioned or delayed.

6.2. Signage. The size, location, color and design of any sign placed by the Tenant on the Leased Premises or Building, shall be subject to the Landlord's prior written approval, not to be unreasonably withheld, conditioned or delayed.

6.3. Card System. The existing security card system which controls access to the building ("Card System") needs to be updated. The City agrees it will install, update and reconfigure the Card System. The City will control access to the building, office suites, and common areas except that City will cause the Card System to be configured to allow Tenant to retain control over access to the Leased Premises. Tenant shall be responsible for purchasing any supplies necessary for its access including card printers, card stock, or computers. If the Tenant vacates the Leased Premises the Tenant agrees to grant and hand over control of its portion of the Card System to City of Pueblo Facilities Maintenance Superintendent. Tenant agrees to reimburse the City up to up-to Twenty-Five thousand dollars ($25,000) for the cost of installing the reconfigured Card System. Proof of expenses for the installation will be required for reimbursement. Tenant shall be solely responsible for all license fees associated with its use of the Card System.

6.4. Liens. Tenant must keep the Leased Premises and this Lease free from any mechanic's, materialman's, or similar liens or encumbrances, and any claims therefore for labor or materials furnished Tenant. If Tenant fails to do so, Landlord may pay the amount or take such other action as Landlord deems necessary to remove such claim, lien or encumbrance, without

being responsible for investigating the validity thereof. The amount so paid and costs incurred by the Landlord will be deemed additional rent under this Lease payable upon demand, without limitation as to other remedies available to Landlord.

6.5. Surrender. On the Termination Date of this Lease, Tenant shall quit and surrender the Leased Premises in substantially the same condition as they were on the Commencement Date, reasonable wear and tear excepted. Tenant may remove, but shall not be required to remove, any fixtures, alterations or improvements made to the Leased Premises, provided that Tenant repairs any damage caused by such removal. Any items of personal property not removed by Tenant on the Termination Date of this Lease may be retained or disposed of by Landlord, at Tenant's expense.

ARTICLE 7
INDEMNIFICATION AND INSURANCE

7.1. Landlord's Indemnity. Landlord shall defend, indemnify and save harmless Tenant and its agents and employees against all costs (including, without limitation, reasonable attorneys' fees), damages or claims whether for personal injury, bodily injury or property damage, during the Term of this Lease, occurring in the Building, if caused by an act or omission by Landlord or its agents or employees, arising out of Landlord's operations or Landlord's use or occupancy of the Building.

7.2. Tenant's Indemnity. Tenant shall defend, indemnify and save harmless Landlord and its agents and employees against all costs (including, without limitation, reasonable attorneys' fees), damages or claims whether for personal injury, bodily injury or property damage, during the Term of this Lease, occurring in the Building, if caused by an act or omission by Tenant or its agents or employees, arising out of Tenant's operations or Tenant's use or occupancy of the Building.

7.3. Liability Insurance. During the Term of this Lease, Landlord must maintain insurance covering Landlord's liability for ownership, maintenance and use of the Building, including common areas. Such insurance must provide limits of not less than $1 million with respect to injury to any one person, $1 million with respect to any one occurrence and $500,000 with respect to property damage arising out of any one occurrence.

7.4. Property Insurance. Tenant must maintain "all-risk" property insurance covering against loss or damage resulting from fire or other insurable loss of Tenant's property.

7.5. Worker's Compensation Insurance. Tenant shall maintain and keep in force an all employees compensation insurance policy as required under the laws of the State of Colorado.

7.6. Insurance Requirements. All insurance required to be carried by the parties hereunder shall be issued by responsible insurance companies qualified to do business in the State of Colorado. The parties further agree to provide each other with copies of certificates of insurance for all policies required.

7.7. Waiver of Subrogation. The parties to this Lease hereby release each other and their respective officers, agents, managers, directors, and employees from any and all claims and demands for loss, damages, expense or injury to any person or the Building or to personal property or improvements which are caused by or result from any risk insured against under insurance policies carried or required to be carried by the parties and in force at the time of any such loss, to the extent such loss is covered by such parties' policies. The parties shall each obtain from their respective insurers waivers of all rights of subrogation, which the insurer of one party might have against the other party and Landlord and Tenant shall each indemnify the other against any loss or expense, including reasonable attorneys' fees, resulting from the failure to obtain such waivers of subrogation.

ARTICLE 8
ASSIGNMENT

8.1. Assignment Requirements. Notwithstanding anything in this Lease to the contrary, Tenant has the right to assign this Lease or sublet the Leased Premises without Landlord's consent to a parent, subsidiary, or affiliate of Tenant, to a company that has merged or consolidated with Tenant, provided Tenant (or the resulting entity of any merger or consolidation) remains fully liable hereunder. With the exception of the internal assignments referenced in the preceding sentence, it shall be necessary for Tenant to obtain Landlord's prior, written consent to any proposed assignment of this Lease or subletting of the Leased Premises. However, Landlord's consent may not be unreasonably or unduly withheld, conditioned, or delayed, provided, however, that Landlord may withhold consent thereto if in the exercise of its sole judgment it determines that:

8.1.1. Financial Condition. The financial condition of the proposed assignee or subtenant is not consistent with the extent of the obligations undertaken by the proposed assignment or sublease; or

8.1.2. Proposed Use. The proposed use of the Leased Premises is not appropriate for the Building or in keeping with the character of the existing tenancies of the Building.

ARTICLE 9
CASUALTY AND RESTORATION

9.1. Restoration. Upon any damage due to fire or other casualty, if such casualty results in damage to more than 5% of the gross leasable area of the Building, Landlord may, in its sole discretion, upon thirty (30) days written notice to Tenant after such casualty, terminate this Lease. Landlord may also, in its sole discretion, undertake restoration of the Building and complete such restoration, with due diligence, after such casualty.

9.2. Equitable Adjustment. Upon damage due to fire or other casualty of more than twenty-five percent (25%) of the Leased Premises, whether or not Landlord decides to undertake restoration of the Building, the parties agree that the Tenant's obligation to pay Rent shall be equitably abated and apportioned from the date of such casualty until such repairs are completed or until Tenant vacates the Leased Premises.

ARTICLE 10
DEFAULT AND REMEDIES

10.1. Tenant's Default. If Tenant (a) fails to make its monthly payment of Rent for more than 10 days after Tenant receives notice of such failure from Landlord; or (b) fails to perform or observe any other agreement or condition contained in this Lease, and such failure is not corrected within thirty (30) days after Tenant receives notice from Landlord of such failure, then, in addition to all other remedies available at law or in equity, Landlord has the right to terminate this Lease and recover possession of the Leased Premises in the manner prescribed by law.

10.2. Landlord's Default. If Landlord fails to perform or observe any agreement or condition contained herein, and such failure is not corrected within thirty (30) days after Landlord receives notice from Tenant of such failure, then, in addition to all other remedies available at law or in equity, Tenant has the right to terminate this Lease.

10.3. Disputes. In the event of an unresolved dispute between Landlord and Tenant regarding the performance by either party of an obligation or condition of this Lease, as a condition precedent to the filing of litigation, authorized representatives of Landlord and Tenant will use good faith and commercially reasonable efforts to resolve such disputes.

ARTICLE 11
GENERAL PROVISIONS

11.1. Notices. Notices, consents, and demands required or permitted to be given hereunder must be in writing and be effective when received or refused, whether by hand delivery, nationally recognized overnight courier (with evidence of receipt or refusal), or U.S. Mail (return receipt requested), to the parties' respective Address stated in Article 1 of this Lease, or to such other address as the parties designate by written notice to each other, and each party may identify additional parties to receive copies of same.

11.2. Holding Over. Should Tenant hold over in possession of the Leased Premises after the expiration of the Term, as extended, such holding over shall not be deemed to extend the Term or renew this Lease, but this Lease will continue as a tenancy from month to month upon the terms and conditions stated herein and at the rental rate shall increase by 10% for any hold over period.

11.3. Waiver/Remedies. The failure of Landlord or Tenant to insist upon strict performance by the other of any of the provisions of this Lease or to exercise any option herein conferred will not be deemed as a waiver or relinquishment for the future of any such provision or option. Except as expressly provided otherwise herein, all rights and remedies provided for herein or otherwise existing at law or in equity are cumulative, and the exercise of one or more rights or remedies by either party shall not preclude or waive its right to the exercise of any or all the others.

11.4. Partial Invalidity. If any provision of this Lease or the application thereof to any person or circumstance is, at any time or to any extent, invalid or unenforceable, the remainder of

this Lease will not be affected thereby, and each such provision will be valid and will be enforced to the fullest extent permitted by law.

11.5. Attorneys' Fees. In the case of any litigation among the parties under this Agreement, the prevailing party will be entitled to reimbursement for its reasonable costs, including reasonable attorneys' fees, incurred in any such dispute.

11.6. Entire Agreement. This Lease contains the entire and exclusive agreement between the parties relating to the Leased Premises and may not be modified except by written instrument signed by the party to be bound thereby.

11.7. Venue and Waiver of Trial by Jury. In the event of any litigation arising under this Agreement, exclusive venue for any such litigation shall be Pueblo County, Colorado. All such litigation shall be filed in the District Court and each party submits to the jurisdiction of such District Court. Landlord and Tenant hereby waive trial by jury in any action, proceeding, or counterclaim brought by either against the other, upon any matters whatsoever arising out of or in any way connected with this Lease, Tenant's use or occupancy of the Premises and/or any claim of injury or damage.

11.8. Relationship of the Parties. Neither Party shall be, or hold itself out as, agent of the other or as joint venturers or partners under this Agreement.

11.9. Drafting of Agreement. Each Party acknowledges that this Agreement was fully negotiated by the Parties and, therefore, no provision of this Agreement shall be interpreted against any Party because such Party or its legal representative drafted such provision.

11.10. No Third-Party Beneficiaries. The provisions of this Agreement are for the exclusive benefit of the Parties hereto and their successors and permitted assigns, and no third party shall be a beneficiary, or have any rights by virtue of this Agreement.

11.11. Counterparts. This Agreement may be executed in any number of counterparts, and each such counterpart shall be deemed for all purposes to be an original, and all such counterparts shall together constitute but one and the same original.

11.12. Survival. Whether or not specifically noted within any section or provision of this Lease, any provision of this Lease which must survive termination of this Lease in order to be effective will so survive such termination.

IN WITNESS WHEREOF, this Lease is executed and delivered as of the date first above written.

[SIGNATURE PAGE FOLLOWS]

TENANT:
IQOR US INC., a Delaware for-profit corporation

Courtney Turnquist
Signature

SVP Associate General Counsel
Title

June 8, 2026
Date

STATE OF _____)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me on this _____ day of _____, 2025, by _____, as _____ of iQor US INC., a Delaware for-profit corporation.

Witness my official hand and seal.

My Commission Expires: _____

_____
Notary Public

LANDLORD:
CITY OF PUEBLO

_____
Heather Graham, Mayor

Date: _____

[S E A L]

Attest:_____
Acting City Clerk

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: June 22, 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 ADOPTING RULES AND REGULATIONS FOR THE MANAGEMENT, OPERATION, CONTROL, AND USE OF PUEBLO MEMORIAL AIRPORT

SUMMARY:

This Ordinance adopts comprehensive Rules and Regulations governing the management, operation, control, and use of Pueblo Memorial Airport. The Rules and Regulations establish standards of conduct binding on all users of and persons on the Airport, addressing general conduct, aircraft operations, motor vehicle operations, security and safety, facility use, and aircraft fuel storage, handling, and dispensing. The Rules and Regulations are attached as Exhibit A.

Pueblo Municipal Code Section 3-1-2(b) authorizes the Airport Manager to promulgate rules and regulations governing the Airport and assigns enforcement responsibility to the Airport Manager. Pueblo Municipal Code Section 3-1-8(a) makes any violation of Chapter 3-1 or the rules and regulations adopted pursuant thereto a municipal offense. Because the Rules and Regulations establish rules subject to penalty, Pueblo City Charter Section 3-17 requires that they be adopted by ordinance.

PREVIOUS COUNCIL ACTION:

No prior Council action has formally adopted comprehensive Rules and Regulations for Pueblo Memorial Airport. Operational policies and procedures have been administered by the Director of Aviation under Pueblo Municipal Code Section 3-1-2(b).

BACKGROUND:

Pueblo Memorial Airport is a federally obligated airport that has received Airport Improvement Program grants. As a condition of those grants, the City has accepted the Airport Sponsor Grant Assurances, which require (among other obligations) that the Airport be operated at all times in a safe and serviceable condition consistent with Grant Assurance 19, that operations be conducted in accordance with applicable FAA regulations consistent with Grant Assurance 20, and that the Airport be made available for public use on reasonable terms and without unjust discrimination consistent with Grant Assurance 22.

The Airport currently operates under PMC Title III, Chapter 1, applicable FAA regulations including 14 CFR Part 139 and 49 CFR Part 1542, the Airport Certification Manual, the Airport Security Program, and various operational policies issued by the Director of Aviation. There is no Council-adopted comprehensive set of Rules and Regulations binding on Airport users and persons on the Airport. Adoption of this Ordinance provides a single, enforceable framework consistent with Pueblo Municipal Code Section 3-1-2 and Pueblo City Charter Section 3-17.

The Rules and Regulations span twelve sections: definitions; introduction (purpose, applicability, enforcement, variances, administrative review); general rules governing conduct on the Airport (twenty-five subsections); security and safety; aircraft rules (sixteen subsections, including operations, parking, fueling, and helicopter operations); motor vehicle rules; facility rules; aircraft fuel storage, handling, and dispensing; severability; amendment and revision; supersession; and effective date and savings. Violations are subject to the penalty and remedy provisions of Pueblo Municipal Code Section 3-1-8, including progressive penalties under PMC Section 3-1-8(a) and removal, suspension, or termination remedies under PMC Section 3-1-8(b).

FINANCIAL IMPLICATIONS:

There are no direct financial implications for the City. The Rules and Regulations establish standards of conduct, not appropriations or new fees. Enforcement is performed by existing Airport staff under Pueblo Municipal Code Section 3-1-2(b). Fines collected for violations of Airport security rules are governed by the Schedule of Rates and Charges adopted separately.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

The Department of Aviation provided written notice of the proposed Rules and Regulations to all current Airport operators and tenants. A copy of the proposed Rules and Regulations was made available for review at the Airport administrative offices and on the City’s website.

ALTERNATIVES:

If this Ordinance is not approved, Pueblo Memorial Airport will continue to operate without Council-adopted comprehensive Rules and Regulations. The Director of Aviation will retain authority under Pueblo Municipal Code Section 3-1-2(b) to administer operational policies, but enforcement through PMC Section 3-1-8 will be limited to violations of Chapter 3-1 itself and any rules and regulations later adopted by the City. Continued operation without a Council-adopted instrument also weakens the City's position with respect to Grant Assurance 19 (operating the airport in a safe and serviceable condition) and Grant Assurance 20 (compliance with applicable FAA regulations).

RECOMMENDATION:

Approve the Ordinance.

ATTACHMENTS:

1. Airport Rules and Regulations 2026 7 13 FINAL APPROVED BY LEGAL

ORDINANCE NO.

AN ORDINANCE ADOPTING RULES AND REGULATIONS FOR THE MANAGEMENT, OPERATION, CONTROL, AND USE OF PUEBLO MEMORIAL AIRPORT

WHEREAS, the City of Pueblo is a home rule municipality organized and existing under Article XX of the Colorado Constitution, which vests in home rule municipalities plenary authority over matters of local concern, including the ownership, operation, and administration of municipal airports; and

WHEREAS, C.R.S. § 41-4-201 empowers city councils to acquire, establish, operate, and regulate airports and provides that city councils shall grant no exclusive concession, license, or lease agreement relating to the business of servicing, repairing, or furnishing supplies for aircraft; and

WHEREAS, C.R.S. § 41-4-204 empowers cities to provide rules and regulations covering the use of airports and to exact and require charges, fees, and tolls in connection with the maintenance of airports; and

WHEREAS, Section 3-1-2(b) of the Pueblo Municipal Code authorizes the Airport Manager to conduct the business of the Airport and to carry out and enforce the provisions of PMC Title III, Chapter 1; and

WHEREAS, Section 3-1-2(l)(2) of the Pueblo Municipal Code subjects all users of and persons on the Airport to the policies, rules, regulations, and procedures of the Airport now in effect or hereafter adopted or revised; and

WHEREAS, Section 3-17 of the Pueblo City Charter requires that every act of the City Council establishing any rule or regulation for the violation of which a penalty is imposed shall be by ordinance; and the Rules and Regulations adopted by this Ordinance establish rules subject to the penalty and remedy provisions of Pueblo Municipal Code Section 3-1-8; and

WHEREAS, the City Council finds it necessary and appropriate to adopt comprehensive Rules and Regulations for the management, operation, control, and use of Pueblo Memorial Airport that govern the conduct of all users of and persons on the Airport, support compliance with applicable federal regulatory requirements, and provide an enforceable framework consistent with PMC Title III, Chapter 1; NOW, THEREFORE,

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

SECTION 1.

The Rules and Regulations for the Management, Operation, Control, and Use of the Pueblo Memorial Airport, a copy of which is attached hereto as Exhibit A and incorporated herein by this reference, are hereby adopted as the rules and regulations governing the management, operation, control, and use of Pueblo Memorial Airport.

SECTION 2.

All prior policies, rules, regulations, and procedures governing the management, operation, control, and use of Pueblo Memorial Airport that are inconsistent with the Rules and Regulations adopted by this Ordinance are hereby repealed to the extent of any conflict. This repeal shall not affect the validity of any Lease, License, Permit, or other written agreement issued or executed prior to the effective date of this Ordinance that is in effect on that date; provided, however, that any such Lease, License, Permit, or agreement shall be subject to the Rules and Regulations adopted by this Ordinance upon renewal, extension, amendment, or renegotiation.

SECTION 3.

The officers and staff of the City are authorized to perform any and all acts consistent with the intent of this Ordinance to effectuate the policies and procedures described herein, including the administration and enforcement of the Rules and Regulations.

SECTION 4.

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

SECTION 5.

Notwithstanding the effective date provided in Section 4, the requirements under Sections 4.4, 6.1.1, and 6.5.3 of the Rules and Regulations that vehicle operators obtain an Airport Vehicle Permit and register their vehicles with the Airport shall not be enforceable until twelve (12) months after the effective date of this Ordinance. The Director of Aviation may, prior to that date, accept and process Airport Vehicle Permit applications and vehicle registrations and issue Airport Vehicle Permits, but no penalty or enforcement action shall be taken against a vehicle operator solely for the absence of an Airport Vehicle Permit or vehicle registration before that date.

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

RULES AND REGULATIONS
FOR THE MANAGEMENT, OPERATION, CONTROL,
AND USE OF THE
PUEBLO MEMORIAL AIRPORT

Adopted _____ for an effective date of _____.

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1. Definitions

As used in these Rules and Regulations, the following terms have the meanings set forth below. Terms not defined herein shall have the meanings assigned to them in the Pueblo Municipal Code, applicable FAA regulations, or the Airport's Minimum Standards.

ABANDONED shall mean any piece of equipment, aircraft, or vehicle that is non-airworthy, or does not meet State of Colorado requirements for operation, or has no current registration or airworthiness certificate, or has a mechanical defect and is incapable of being driven or flown.

ACCIDENT shall mean a collision, exchange of energy or other contact between any part of an Aircraft, Vehicle, equipment, person, stationary object and/or other thing which results in Property damage, personal injury, or death.

AERONAUTICAL ACTIVITY shall mean any activity that involves, makes possible, or is required for the operation of aircraft or that contributes to or is required for the safety of such operations. Activities within this definition, commonly conducted on airports, include, but are not limited to, the following: general and corporate aviation, air taxi and charter operations, scheduled and nonscheduled air carrier operations, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, aircraft sales and services, aircraft storage, sale of aviation petroleum products, repair and maintenance of aircraft, sale of aircraft parts, parachute or ultralight activities, and any other activities that, because of their direct relationship to the operation of aircraft, can appropriately be regarded as aeronautical activities. Activities such as model aircraft and model rocket operations are not aeronautical activities.

AGENCY shall mean any federal, state, or local governmental entity, unit, organization, or authority.

AGREEMENT shall mean written contract (e.g., lease agreement, permit, etc.) enforceable by law between the City and another entity transferring rights or interest in land and/or Improvements and/or authorizing the conduct of certain Activities.

AIR CARRIER shall have the meaning set forth in Pueblo Municipal Code § 3-1-1(h).

AIRCRAFT shall have the meaning set forth in Pueblo Municipal Code § 3-1-1(g).

AIRCRAFT FUEL shall mean all flammable liquids composed of a mixture of selected hydrocarbons and non-hydrocarbons, expressly manufactured and blended for effectively and efficiently operating piston or turbine engines used by aircraft.

AIRCRAFT MAINTENANCE shall mean the repair, maintenance, adjustment, or inspection of Aircraft. Major repairs include major alterations to the airframe, powerplant, and propeller as defined in 14 CFR Part 43. Minor repairs include normal, routine annual inspection with attendant maintenance, repair, calibration, or adjustment of aircraft airframe or powerplant and associated accessories. Preventive maintenance means simple or minor preservation operations and the replacement of small standard parts not involving complex assembly operations, as defined by 14 CFR Part 43. Aircraft Maintenance may also be provided as defined in 14 CFR Part 145.

AIRPORT shall have the meaning set forth in Pueblo Municipal Code § 3-1-1(a).

AIRPORT CERTIFICATION MANUAL (ACM) shall have the meaning set forth in Pueblo Municipal Code § 3-1-1(n).

AIRPORT FUEL FARM shall mean the area designated by the Director of Aviation for Airport fueling facilities consisting of above ground sump tanks, above ground fuel storage tanks, piping, associated fueling apparatus, and above ground waste fuel/oil storage. Unless otherwise specifically expressed, a Lessee does not have rights to utilize the Airport Fuel Farm. Placement of fuel storage tanks is restricted to areas designated for fuel storage.

AIRPORT MANAGER shall have the meaning set forth in Pueblo Municipal Code § 3-1-1(d).

AIRPORT SECURITY PROGRAM (ASP) shall mean the sensitive security information (SSI) provided in the Airport Security Program required by 49 CFR Part 1542 and approved by the TSA, that describes the security requirements that must be implemented at the Airport. The current ASP is on file in the Airport Administration office, and is considered SSI.

AIRPORT TERMINAL BUILDING (TERMINAL) shall mean the Airline Passenger Terminal Building located at 31201 Bryan Circle, Pueblo, Colorado 81001, and its related concourses located at the Airport, including the parking lots adjacent to the Terminal.

AIRPORT TRAFFIC CONTROL TOWER (ATCT) shall mean FAA control tower facility, including personnel. ATCT personnel are responsible for controlling all aircraft, vehicle, and pedestrian traffic on runways, taxiways, movement areas and air traffic in the local airspace around the Pueblo Memorial Airport.

AOA (AIR OPERATIONS AREA) shall have the meaning set forth in Pueblo Municipal Code § 3-1-1(c).

APRON AREA shall mean the areas at the Airport within the AOA designated by the Director of Aviation for parking, loading, unloading, fueling, or servicing of Aircraft.

BASED AIRCRAFT shall mean an aircraft that is operational and airworthy, and which is based at the Airport for a majority of the year. To be considered a Based Aircraft, the aircraft must be: (1) an aircraft that has an agreement with Pueblo Memorial Airport or an FBO for storage or parking at PUB; (2) an aircraft that spends a majority of the year at Pueblo Memorial Airport; (3) an aircraft that is not Abandoned; and (4) an aircraft that has a valid/current FAA airworthiness certificate.

BEST MANAGEMENT PRACTICE (BMP) shall mean schedules of activities, prohibitions of practices, maintenance procedures, safety plans, and other management practices to prevent or reduce the pollution of waters of the United States.

BUSINESS HOURS shall mean Monday through Friday 8:00 am to 5:00 pm excluding holidays recognized by the City of Pueblo.

CITY shall mean the City of Pueblo, a Colorado Municipal Corporation, or any duly authorized successor thereto.

COMMERCIAL AERONAUTICAL ACTIVITY shall mean any Aeronautical Activity conducted at or out of the Airport by any Entity involving: (1) the exchange, trading, buying, hiring, providing, or selling of commodities, goods, services, or property on the Airport; (2) engaging in an activity on the Airport for the purpose of securing revenue, earnings, income, barter, and/or compensation, whether or not such revenue, earnings, income, barter, and/or compensation are ultimately exchanged, obtained, or transferred; or (3) the offering or exchange of any product, service, or facility on the Airport as a part of other revenue, earnings, income, and/or

compensation producing activity on or off the Airport. An activity conducted by a nonprofit, charitable, or tax-exempt entity is not exempt from this definition solely by reason of that status if the activity otherwise meets the criteria above; however, such entities are exempt from FBO and SASO minimum standards to the extent consistent with Grant Assurance 22 and the Airport Minimum Standards.

COMMERCIAL AERONAUTICAL OPERATOR (OPERATOR) shall mean an Entity engaging in a Commercial Aeronautical Activity for compensation or hire.

COMMERCIAL SELF-SERVICE FUELING shall mean a fueling concept that enables a pilot to fuel an aircraft from a commercial fuel pump installed for that purpose by an FBO or the City. The fueling facility may or may not be attended.

DEPARTMENT OF AVIATION shall mean the City of Pueblo Department of Aviation, the operator of the Airport, or any duly authorized successor thereto.

DIRECTOR OF AVIATION (AIRPORT DIRECTOR) shall mean the Director of Pueblo Memorial Airport, City of Pueblo Director of Aviation as appointed by the City of Pueblo, any duly authorized successor City department thereto, or the Director's designee. As used in these Rules, "Director of Aviation" is synonymous with "Airport Manager" as that term is used in Pueblo Municipal Code Chapter 3-1.

ENTITY (ENTITIES) shall mean a person, persons, firm, partnership, limited liability partnership or corporation; agency; unincorporated proprietorship; association or group, or corporation.

ENVIRONMENTAL LAWS shall mean any federal, State, or local laws, statutes, ordinances, codes, judgments, orders, rules, or regulations pertaining to the environment and/or human health, Hazardous Materials, Pollutants, occupational safety and health, industrial hygiene, or the environmental conditions on, at, under or about the Airport, including laws relating to emissions, discharges, releases of Hazardous Materials into the environment and the manufacture, processing, distribution, use, generation, treatment, storage, disposal, transport, or handling of Hazardous Materials.

EQUIPMENT shall mean all machinery, together with the necessary supplies, tools, and apparatus necessary to properly conduct the activity or services being performed.

FAA shall have the meaning set forth in Pueblo Municipal Code § 3-1-1(f).

FIXED BASE OPERATOR (FBO) shall mean a commercial business granted by the airport sponsor that maintains and operates facilities at the Airport for the purpose of providing multiple commercial aeronautical services, including the retail sale of aviation fuels, aircraft line services, and aircraft airframe and engine repair and maintenance.

FLIGHT TRAINING shall mean any person or entity engaged in instructing pilots and students in dual or solo operation of fixed or rotary wing Aircraft and providing related ground school instruction. All flight training Operators are required to have a Flight School License Agreement issued by Pueblo Memorial Airport.

FLYING CLUB shall mean any organization or group that is a nonprofit entity organized for the express purpose of providing its members with an Aircraft or several Aircraft for their personal use and enjoyment. Aircraft must be vested in the name of the Flying Club owners on a pro-rata basis, and the club may not derive greater revenue from the use of the Aircraft than the cost to

operate, maintain, and replace the Aircraft. Consistent with PMC § 3-1-2(d), every Flying Club shall file with the Director of Aviation, and keep current, a complete list of club membership. If the Director of Aviation has reason to believe a club is being operated so as to fall within the definition of a Commercial Aeronautical Activity, the Director shall notify the club in writing. If the club fails to remedy the condition within thirty (30) days of such notice, the Director of Aviation shall reclassify the club's aircraft as a commercial operation, and the club shall thereafter be subject to all requirements applicable to Commercial Aeronautical Operators.

FUEL shall mean any substance (solid, liquid, or gaseous) used to operate any engine in aircraft or vehicles.

FUEL FLOWAGE FEE shall mean a fee due and payable to the City for fuel that is brought on, delivered to, or dispensed on the Airport or within the Airport boundaries. This fee is applicable to all FBOs and self-fuelers.

FUEL HANDLING (FUELING) shall mean the transportation, sale, delivery, dispensing, or draining of Fuel or Fuel waste products to or from Aircraft.

FUEL STORAGE AREA shall mean any portion of the Airport designated temporarily or permanently by the Director of Aviation as an area in which Aircraft Fuel or any other type of Fuel may be stored or loaded.

FUEL STORAGE FACILITIES shall mean facilities where Aviation Fuel, including low-lead aviation gas and jet fuel, diesel, or other hazardous materials are stored. These facilities must be in areas designated, inspected, and approved by the Airport, County, and State, as appropriate, and meet minimum standards that specifically address the safe storage, handling, and dispensing of fuels or hazardous materials on the Airport, including those promulgated by the National Fire Protection Association (NFPA).

GENERAL AVIATION shall have the meaning set forth in Pueblo Municipal Code § 3-1-1(j).

GRANT ASSURANCES shall mean the Airport Sponsor Assurances accepted by the City as a condition of receiving federal airport development grants, as amended from time to time, including the assurances prescribed by the FAA Reauthorization Act of 2024 (P.L. 118-63).

HAZARDOUS MATERIALS shall mean any pollutant, contaminant, chemical, compound, substance, hazardous or toxic substance, material, waste, and/or any other matter regulated by any governmental entity, including the City, the State of Colorado, and the United States Government. The term includes, without limitation, any material or substance which is: (i) defined as a "hazardous waste," "extremely hazardous waste," or "hazardous substance" under any Environmental Law; (ii) petroleum or a petroleum product or fraction thereof; (iii) asbestos-containing materials; (iv) flammable or explosive substances; (v) mold containing materials or polychlorinated biphenyl compounds; and/or (vi) substances designated by any governmental entity to cause cancer and/or reproductive toxicity.

IMPROVEMENTS shall mean any item or improvements (excluding trade fixtures owned by Lessee) which is affixed to the Leased Premises or affixed to any improvement thereto and which cannot be removed without damage or injury to the Leased Premises or any other improvements.

ITINERANT AIRCRAFT (TRANSIENT AIRCRAFT) shall mean any aircraft that is not a Based Aircraft. Itinerant aircraft are based elsewhere and may park or hangar at the Airport for less than the majority of the time in any given year.

LEASE shall mean a written contract between the City of Pueblo and an Entity specifying the terms and conditions under which an Entity may occupy and operate from Airport facilities and/or property.

LEASED PREMISES shall mean the land and/or improvements subject to a Lease between the Lessee and the City.

LESSEE shall mean an entity that has entered into an agreement with the City of Pueblo to occupy, use, and/or develop land and/or improvements and engage in approved activities.

LESSOR shall mean the City of Pueblo, Department of Aviation, or any duly authorized successor thereto.

LICENSE shall mean an Agreement that grants or otherwise authorizes the use of Airport land or building space by an FBO or SASO operating its facilities as a sublessee.

MINIMUM STANDARDS shall mean the qualifications or criteria which may be established by the Airport owner as the minimum requirements that must be met by an Operator engaged in on-airport aeronautical activities in exchange for the right to conduct those activities. These standards may be amended and revised by the City at any time.

MOBILE SERVICE PROVIDER (MSP) shall mean a Person or entity who provides Aeronautical Services on Airport property but does not operate out of owned or leased property on the Airport.

MOVEMENT AREA shall have the meaning set forth in Pueblo Municipal Code § 3-1-1(v).

OPERATOR shall mean an Entity that has entered into a Lease, License, or Permit with the City to occupy, use, and/or develop land and/or Improvements in order to engage in Commercial Aeronautical Activities at the Airport.

PERMIT shall mean Commercial Aeronautical Service Provider Permit as described in Section 12 of the Minimum Standards, authorizing limited Commercial Aeronautical Activities without a leasehold interest.

POLLUTANT shall mean any chemical, compound, substance, or combination thereof regulated under the Federal Clean Water Act, including petroleum and related hydrocarbons, metals and nonmetals with characteristics causing adverse effects on living organisms, artificial materials, household waste, and any other constituent or material in quantities that will interfere with or adversely affect the beneficial use of receiving waters, flora, or fauna of the State.

PERSON shall mean any individual, firm, partnership, corporation, limited liability company, association, joint venture, governmental entity, trust, estate, or any other legal entity, however organized.

PROPERTY shall mean anything of material value that is real, personal, tangible, or intangible.

ROADWAY shall mean any street or road, whether improved or unimproved, within the boundaries of the Airport and designated for use by ground vehicles.

REFUELING VEHICLE shall mean any vehicle, including fuel trucks and fuel tankers, used for the transportation, delivery, and dispensing of Aircraft Fuel on the Airport.

RULES AND REGULATIONS shall mean the Airport Rules and Regulations, as may be adopted and amended from time to time, or any successor ordinance, rule, or regulation adopted by the City of Pueblo Department of Aviation governing use of the Airport.

SAFETY AREA shall mean a defined area comprised of either a runway or taxiway and the surrounding surfaces that is prepared or suitable for reducing the risk of damage to aircraft in the event of an undershoot, overshoot, or excursion from a runway or the unintentional departure from a taxiway.

SECURITY IDENTIFICATION DISPLAY AREA (SIDA) shall have the meaning set forth in Pueblo Municipal Code § 3-1-1(cc).

SELF-FUELING AND SELF-SERVICING shall mean the fueling or servicing of an aircraft (including the right to tie down, adjust, repair, refuel, clean, and otherwise service an aircraft) by the owner of the aircraft with the owner's employees and using the owner's own equipment. Self-Fueling and Owner Maintenance may not be contracted out to another party, nor may fuel or other related products or services be sold or traded by the owner to another entity. Self-fueling entails using fuel obtained by the Aircraft Owner from the source of his/her preference and transported to the Airport. Self-fueling differs from using a self-service fuel pump made available by the Airport or an FBO; the use of a self-service Aviation Fuel pump made available by the Airport or an FBO is a commercial activity and is not considered self-fueling as defined herein.

SMOKING shall mean inhaling, exhaling, burning, or carrying any lighted cigar, cigarette, controlled substance, or other combustible substance.

SPECIALIZED AVIATION SERVICE OPERATOR (SASO) shall mean an aeronautical business that offers a single or limited combination of services, not including Aircraft fueling. Examples of a SASO include, but are not limited to, aircraft maintenance, flight training, Aircraft Rental, Aircraft Sales, Air Ambulance, Avionics Sales and Maintenance, and specialized flying services.

SPILL PREVENTION, CONTROL, AND COUNTERMEASURES (SPCC) shall mean a document that identifies the plans, procedures, equipment, and personnel in place to reduce the likelihood of or the impact of a petroleum or hazardous spill.

STERILE AREA shall mean the portion of an airport defined in the airport security program that provides passengers access to boarding aircraft and to which that access generally is controlled by TSA through the screening of persons and property.

SUBLEASE OR SUBCONTRACT shall mean an agreement entered into by an Entity with a third party that assigns, transfers, or conveys limited rights or interests to provide services as an Entity on the Airport. Sublease and subcontract agreements must be submitted for review and prior approval by the Department of Aviation.

TAXILANE shall mean a specialized Taxiway leading to parking or hangar areas.

TAXIWAY shall mean a defined path established for the taxiing of Aircraft from one part of the Airport to another.

TENANT shall mean an entity that pays to use another person's property.

TERMINAL BUILDING shall mean the commercial passenger terminal located at 31201 Bryan Circle, Pueblo, Colorado, or any building officially designated as such hereafter, for the purpose of flight ticket purchase, passenger enplanement and deplanement, including Sterile Areas and

adjoining Ramps, roadways, public lobby waiting, baggage check-in and pick-up, and those other services related to public passenger air travel.

THROUGH-THE-FENCE OPERATIONS/OPERATOR shall mean commercial activities permitted by the City through an agreement allowing access to the public landing area to a licensed and insured independent entity or operator offering an aeronautical activity or to owners of aircraft based on land adjacent to the Airport but who do not commercially operate out of owned or leased property on the Airport's premises. The obligation to make an airport available for the use and benefit of the public does not impose any requirement for the airport sponsor to permit ground access by aircraft from adjacent property.

TRANSIENT AIRCRAFT PARKING shall mean parking designated–within the AOA for the temporary use by Itinerant Aircraft.

TRANSIENT RAMP shall mean non-exclusive aircraft parking areas provided by the Airport through City, federal, state, or other public funding for the operation and parking of aircraft using the Airport. The Director of Aviation may designate areas of the Transient Ramp for preferential use consistent with an Operator's aeronautical use of the Airport.

TSA shall mean Transportation Security Administration of the United States Department of Homeland Security, or any department or agency succeeding to its jurisdiction or function.

UNMANNED AERIAL SYSTEM (UAS) shall mean an aircraft that is operated by a person via a ground control system, or autonomously through use of an on-board computer, communication links, and any additional equipment that is necessary for the aircraft to operate, commonly known as a drone.

VEHICLE shall have the meaning set forth in Pueblo Municipal Code § 3-1-1(k).

VIOLATION OF RULES shall mean the actions of any person who does not comply with any of the provisions of these Rules and Regulations, or any lawful order issued pursuant thereto. Violators will be subject to progressive penalties for repeat violations as provided by PMC § 3-1-8 and any applicable schedule of penalties adopted by the Director of Aviation.

2. Introduction

2.1 PURPOSE

These Rules and Regulations, and any amendments thereto (the "Rules"), are adopted under authority of C.R.S. §§ 41-4-201 and 41-4-204 and Pueblo Municipal Code Section 3-1-2(b), pursuant to which the Director of Aviation is authorized to promulgate rules and regulations governing the use and operation of the Airport.

They are designed to protect the public health, safety, interest, and general welfare at the Pueblo Memorial Airport (the "Airport") and to restrict or prevent any activity which would interfere with the safe, orderly, and efficient use of the Airport by passengers, operators, tenants, and other users.

These Rules shall not excuse any entity from performing any obligation it may have under any Lease, License, or Permit with the City or the Airport, whether in existence on the date of the adoption of these Rules or entered into at any time thereafter.

2.2 Applicability, Compliance and Conditional Use of the Airport

Any permission granted directly or indirectly, expressly or by implication, to any entity or individual to enter upon or use the Airport (including Aircraft operators; vehicle operators; Aircraft crewmembers and passengers; the general public; spectators and sightseers; occupants of private and commercial vehicles; officers, employees, customers, vendors, and suppliers of operators and lessees; entities doing business with the Airport, their contractors, subcontractors, and licensees; and all other entities) is conditioned upon assumption of responsibility to fully and completely comply with these Rules, as well as applicable provisions of the Airport Minimum Standards, Airport Certification Manual (ACM), Airport Security Plan (ASP), Airport Emergency Plan (AEP), and all applicable regulatory measures that may be promulgated by any governing body or agency having jurisdiction at the Airport.

2.3 Enforcement

2.3.1 The Director of Aviation may remove or evict from the Airport any person who violates any Rule prescribed herein, or any applicable statute, rule, or regulation of the federal government or the State of Colorado, or Ordinance of the City of Pueblo, and may deny use of the Airport and its facilities to any such person if it is determined by the Director of Aviation that such denial is in the public interest.

2.3.2 Pursuant to Section 3-1-2(b), P.M.C., all users of and persons on the Airport are subject to these Rules. Section 3-1-8 of the Pueblo Municipal Code provides penalties for violation of these Rules, including that any person violating any provision of PMC Chapter 3-1, or any rule or regulation adopted pursuant thereto, shall be guilty of a municipal offense.

2.4 Variance or Waiver

The Director of Aviation may vary from the provisions of these Rules at any time when circumstances may require in the interests of public safety. Any variance shall not constitute a waiver or modification of any of the provisions herein for any purpose except as to the particular operator/user and the particular provision which is the subject of the variance and only for so long as the circumstances warranting the variance exist.

2.5 Administrative Review and Court Proceedings

2.5.1 Any applicant for or holder of a Permit or License who is adversely affected by any determination made by the City, or on behalf of the City by the Director of Aviation, to deny, suspend, terminate, or revoke its License or Permit to operate or conduct any Commercial activity on the Airport, may petition the Mayor of the City of Pueblo for a hearing concerning such determination no later than thirty (30) days after having been notified of the determination. Compliance with the provisions of this section shall be a jurisdictional prerequisite to any civil action brought by such person under the provisions of this section, and failure of compliance shall forever bar any such action.

2.5.2 The Mayor may hold a hearing on the petition or, in the Mayor’s sole discretion, may designate an officer or employee of the City as a hearing officer with authority to hold such hearing or hearings.

2.5.3 Any such petition shall be in writing, filed with the Office of the Mayor, and the facts alleged shall be submitted under oath or affirmation. Unless the determination was made on the basis of public safety, the effectiveness of the determination shall be stayed pending a final determination under paragraph 2.5.5 below.

2.5.4 Additional facts may be submitted under oath or affirmation at a hearing scheduled by the Mayor or the designated hearing officer. Notice of the proceedings shall be in accordance with rules and regulations issued by the Mayor. The petitioner shall bear the burden of proof, and the standard of proof shall conform with that in civil, non-jury cases in state district court. Hearings shall be conducted pursuant to procedures adopted by the City.

2.5.5 After hearing, or consideration of such additional submittals as the Mayor or hearing officer may permit or require, the Mayor or the hearing officer shall make a final determination. Such final determination shall be considered a final order of the City and may be reviewed under Rule 106(a)(4) of the Colorado Rules of Civil Procedure by appeal of the petitioner or the City. A request for reconsideration of the determination may be made, by the petitioner or the Director of Aviation, if filed with the Mayor's office within fifteen (15) days of the date of determination, in which case the Mayor shall review the record if the proceedings were conducted by a designated hearing officer, and the determination shall be considered a final order of the City upon the date the Mayor rules on the request for reconsideration.

2.5.6 The District Court of the Tenth (10th) Judicial District of the State of Colorado shall have original jurisdiction in proceedings to review all questions of law and fact determined by the Mayor or the designated hearing officer, under Rule 106(a)(4) of the Colorado Rules of Civil Procedure.

3. General Rules and Regulations

3.1 Abandoned, Derelict or Lost Property

Property including, without limitation, Aircraft, vehicles, equipment, machinery, baggage, or personal property shall not be abandoned on the Airport. Abandoned, derelict, or lost property found in public areas at the Airport shall be reported to the Director of Aviation. Property unclaimed by its proper owner or items for which ownership cannot be established will be handled in accordance with applicable law. Nothing in this section shall be construed to deny the right of Operators and other lessees to maintain "lost and found" service for property of their customers and/or employees.

3.2 Accidents or Incidents

In addition to other appropriate notifications and actions, accidents resulting in damage to property, injury requiring medical treatment, or interference with normal Airport operations shall be reported to the Director of Aviation.

3.3 Animals

Domestic pets and animals, except service animals required for assistance or law enforcement dogs, are not permitted on the AOA of the Airport or in the Airport passenger terminal building, unless being transferred or shipped, and then only if controlled and restrained by a leash, harness,

restraining strap, portable kennel, or other appropriate shipping container. Leashes, harnesses, and straps shall not exceed six (6) feet. It shall be the responsibility of the owner or handler to exercise control over the animal at all times. Owners or handlers are responsible for the immediate removal and disposal of animal waste. No Person, except those authorized by the Director of Aviation, shall intentionally hunt, pursue, trap, catch, injure, or kill any bird or animal on the Airport. Feeding or otherwise encouraging the congregation of birds or animals on the Airport is prohibited.

3.4 COMMERCIAL ACTIVITIES

Commercial activity of any kind on the Airport requires the express written permission of the City through a specifically authorized Lease, sublease, License, permit, or written temporary permission, and the payment of any required fees. Unless otherwise provided in such document, any permission may not be assigned or transferred and shall be limited solely to the approved activity. Conducting commercial operations without such written authorization constitutes a municipal offense under PMC § 3-1-2(c), in addition to any remedy available under these Rules.

3.5 EXCLUSIVE RIGHTS

Consistent with FAA Grant Assurance 23 and C.R.S. § 41-4-201, no exclusive right to conduct any aeronautical activity at the Airport shall be granted to any person providing, or intending to provide, aeronautical services to the public. The provision of aeronautical services by a single fixed-base operator shall not be construed as an exclusive right if (a) it would be unreasonably costly, burdensome, or impractical for more than one fixed-base operator to provide such services, and (b) allowing more than one fixed-base operator would require the reduction of space leased pursuant to an existing agreement between such operator and the Airport. The City may reserve exclusive rights unto itself as permitted by law.

3.6 MINIMUM STANDARDS FOR COMMERCIAL OPERATORS

All Entities engaging in Commercial Aeronautical Activities at the Airport shall meet the qualifications and requirements established in the Airport's Minimum Standards, as adopted and amended from time to time by the Director of Aviation. The Minimum Standards are a separate document maintained at the Airport Administrative office and available for inspection upon request. Compliance with these Rules does not excuse an Operator from compliance with the Minimum Standards, nor does compliance with the Minimum Standards excuse an Operator from compliance with these Rules.

3.7 COMPLIANCE WITH REGULATORY MEASURES

All Persons occupying or using, engaging in an Aeronautical Activity on, or developing Airport land or Improvements shall comply, at the person's or entity's sole expense, with all applicable Regulatory Measures including, without limitation, these Rules, and those of the federal, state, and local government and any other agency having jurisdiction over the Airport.

3.8 FIRE/OPEN FLAMES

Open flames of any kind are prohibited except (a) as provided in a burn permit; (b) for open flames utilized by operators/lessees in the performance of approved Aircraft Maintenance; (c) as

necessary for Pueblo Fire Department training. Burn permits may be issued in the discretion of the City of Pueblo Fire Department and only in compliance with applicable building and/or fire codes. The use of open flame space heaters that utilize kerosene or gas is prohibited on Airport property. Smoking and the use of any open-flame device is prohibited on any apron, or within fifty (50) feet of any Aircraft, fuel truck, fueling facility, or other flammable storage facility. Any fires (regardless of the size of the fire or whether or not the fire has been extinguished) shall be reported immediately to 911. No welding/cutting activities shall be conducted on the Airport without an approved fire extinguisher and a person trained in its proper usage present for the duration of any welding/cutting activities. Welding or cutting activities are subject to provisions in the Lease Agreement.

3.9 General Conduct

No Person shall use or otherwise conduct himself or herself upon any portion of the Airport in any manner contrary to any posted or otherwise visually indicated directions applicable to that area. No person shall use, keep, or permit to be used or kept, any foul or noxious gas or substance at the Airport, or permit the Airport to be occupied or used in a manner offensive or objectionable to other users for any reason. Spitting on, marking, or defacing the floors, walls, or other surfaces of the Airport is prohibited.

3.10 Hazardous Materials

No person shall cause or permit any Hazardous Material to be used, generated, manufactured, produced, stored, brought upon, or released, on, under, or about any premises, or transported to and from the Airport, by itself, its agents, employees, contractors, invitees, sublessees, or any third party in violation of any Environmental Law, provided that, in no circumstances shall any person or entity cause or permit any Extremely Hazardous Substance or toxic chemical to be used, generated, manufactured, produced, stored, brought upon, or released, on, under, or about the Airport, or transported to and from any premises. All persons or entities shall promptly notify the Director of Aviation of any action or condition that is contrary to any prohibition in the previous sentence. Approved Hazardous Material must be stored in suitable containers that are properly secured. Safety Data Sheets for all hazardous materials shall be maintained on site so as to be readily available to emergency responders and for review by the Pueblo Fire Department. No fuels, oils, dopes, paints, solvents, acids, or any other Hazardous Material shall be released in storm water conveyances, drains, catch basins, ditches, the Air Operations Area, or elsewhere on the Airport. Tenants and operators who generate and dispose of "Special Waste" shall comply with the requirements of 40 CFR Sections 266 & 273. Used engine oil shall be disposed of only at approved waste oil stations or disposal points. Secondary containment is required for the storage of gasoline, oils, solvents, or other hazardous waste in drums or receptacles. Aviation fuels or automotive gasoline in quantities greater than five (5) gallons shall not be stored at the Airport without the prior written permission of the Director of Aviation. Any fuels must be stored in accordance with any applicable codes, regulations, and requirements for the storage of volatile fuels.

3.11 HAZARDOUS MATERIAL SPILLS

Any person who experiences overflowing or spilling of oil, grease, fuel, alcohol, glycol, or any other Hazardous Material anywhere on the Airport shall immediately call 911. Persons involved in Hazardous Material incidents shall take action to prevent/minimize danger to personnel, property, and the environment while awaiting arrival of the Pueblo Fire Department personnel. At the discretion of the Pueblo Fire Department, the entity responsible for the spill may be required to clean and properly dispose of the material/substance, which shall be performed in compliance with all applicable federal, state, and local regulations and guidelines. Any costs incurred by the Airport in such instances shall be reimbursable to the City by the Person responsible for the spill.

3.11.1 Written Spill Report Required. In addition to the immediate 911 notification required by Section 3.11, the responsible party shall provide a written fuel or chemical spill report to the Director of Aviation within twenty-four (24) hours of any spill or release of any Hazardous Material at the Airport. The written report shall include, at a minimum: (a) date and time of the spill; (b) location of the spill; (c) identity of the responsible party; (d) identification of the vehicle or aircraft involved, if any; (e) estimated amount of material spilled; (f) type of material spilled; (g) cause of the spill; and (h) method of cleanup employed. This written reporting requirement is in addition to, and does not substitute for, any reporting obligation under applicable federal or state environmental law.

3.12 LICENSES, PERMITS, CERTIFICATIONS AND RATINGS

Operators shall obtain and comply with all necessary licenses, permits, certifications, or ratings required for the conduct of operator's activities at the Airport as required by the Director of Aviation or any other duly authorized agency prior to engaging in any activity at the Airport. Upon request, operators shall provide copies of such licenses, permits, certifications, or ratings to the Airport within 5 business days. Operators shall keep in effect and post in a prominent place all necessary or required licenses, permits, certifications, or ratings.

3.13 PAINTING

Doping processes, painting, or paint stripping shall be performed only in those facilities approved for such activities by the Director of Aviation and in compliance with air quality regulations, the current City adopted International Fire Code, and the City's Storm Water Management Plan (SWMP), or any successor thereto.

3.14 PRESERVATION OF PROPERTY

No Person shall destroy or cause to be destroyed, injure, damage, deface, or disturb, in any way, property of any nature located on the Airport. Any Person causing or responsible for such injury, destruction, damage, or disturbance to Airport-owned property shall report such damage to the Director of Aviation and shall reimburse the City the full amount of repair and replacement of property. No Person shall take or use any Aircraft, Aircraft parts, instruments, or tools owned, controlled, or operated by any person while on the Airport or within its hangars, except with the consent of the owner or operator thereof. No person shall prevent the lawful use and enjoyment of the Airport by others. Any activity which results in littering, environmental pollution, or vandalism on the Airport is not permitted and violators are subject to arrest.

3.15 SIGNAGE/ADVERTISEMENTS

Written advertisements, signs, notices, circulars, and/or handbills may be posted or distributed only with the prior written permission of the Director of Aviation. The Director of Aviation has the right to remove any such sign, placard, picture, advertisement, name, or notice. No signage may be installed on the Airport without the prior written approval of the Director of Aviation.

3.16 SOLICITATION, PICKETING, AND/OR DEMONSTRATIONS

The Director of Aviation is authorized, upon the basis of passenger flow or where necessitated by the peculiar character of the Airport, to adopt policies pertaining to the exercise of First Amendment rights on the Airport, including by way of example but not limitation, solicitation of contributions for charitable or religious purposes, dissemination of printed material, or demonstrations. Such policies shall establish reasonable, content-neutral time, place, and manner guidelines for the exercise of such First Amendment rights, shall be narrowly tailored to serve a significant governmental interest, and shall leave open ample alternative channels for communication. It shall be unlawful for any person to engage in such activities on the Airport except in accordance with such policies adopted by the Director of Aviation.

3.17 SOUND AMPLIFYING DEVICES

Sound amplifying devices such as megaphones, public address systems, or any other device designed to amplify and broadcast the human voice over a distance, are prohibited on the Airport unless written approval from the Director of Aviation is given prior to their installation and use.

3.18 SPECIAL EVENTS

Special events on the Airport require written coordination, regulation, and authorization of the Director of Aviation prior to the public disclosure or advertisement of the event. Certain events may require an executed lease, operating agreement, TSA authorized change of condition or permit with the Director of Aviation.

3.19 THROUGH-THE-FENCE ACTIVITIES

All "Through-the-Fence" activities may be conducted only in accordance with a written Permit with the City. No such "Through the Fence" activity shall be authorized except in strict accordance with the Airport’s Minimum Standards.

3.20 TRASH AND OTHER WASTE CONTAINERS

The Director of Aviation shall designate areas to be used for garbage receptacles and no other areas shall be utilized. Tenants, Operators, and other users of the Airport shall not move or otherwise re-locate Airport-placed trash and waste containers. Garbage, empty boxes, crates, rubbish, trash, papers, refuse, or litter of any kind shall not be placed, discharged, or deposited on the Airport, except in the receptacles provided specifically for that purpose. The burning of garbage or litter on the Airport is prohibited. Trash and other waste containers at the Airport shall only be used for trash generated on Airport property. Tenants and Operators shall ensure that their trash and waste containers are emptied with sufficient frequency to prevent overflowing, shall be cleaned with sufficient frequency to prevent the development of offensive odors, and are

equipped with securely fastened lids which shall be closed and fastened at all times other than while the receptacles are being loaded or unloaded.

3.21 Use of Roadways and Walkways

No Person shall travel on the Airport other than on the roadways, walkways, or other areas provided for the particular class of traffic or occupy roadways or walkways in such a manner as to hinder or obstruct their proper use.

3.22 Buildings and Remodeling

It shall be unlawful for any person, other than the City, to construct, reconstruct, or remodel any Building or other Improvement on the Airport without first obtaining an applicable permit.

3.23 Overnight Camping or Lodging

Overnight camping or lodging on the Airport is prohibited. Except for the Airport fire station, use of any facility on, or area of, the Airport for sleeping or other purposes in lieu of a hotel, motel, residence, or other public accommodation is prohibited.

3.24 Wildlife Hazard Management

No person shall maintain or permit conditions on the Airport that attract or sustain hazardous wildlife within the AOA or its vicinity, consistent with FAA Advisory Circular 150/5200-33B, "Hazardous Wildlife Attractants On or Near Airports." Prohibited conditions include, but are not limited to, uncovered waste receptacles, standing water not associated with approved storm water facilities, and landscaping or vegetation that provides food or harborage for species identified in the Airport's Wildlife Hazard Assessment or Wildlife Hazard Management Plan, if applicable. Tenants and Operators shall cooperate with the Director of Aviation in implementing wildlife hazard mitigation measures. The Director of Aviation may require the modification or removal of any condition determined to constitute a wildlife attractant.

3.25 Stormwater Compliance

Pursuant to PMC § 3-1-2(I)(1), all users of and persons on the Airport are subject to the Storm Water Management Plan (SWMP), the Spill Prevention Control and Countermeasure Plan (SPCC), and all other environmental regulations now in effect or hereafter adopted for the Airport. Tenants and Operators whose activities have the potential to contribute pollutants to storm water runoff shall develop and maintain a Stormwater Pollution Prevention Plan (SWPPP) for their leased premises and shall submit such plan to the Director of Aviation for review. No person shall cause or permit any non-storm water discharge to the Airport storm water drainage system except as authorized by applicable permit. Copies of the Airport SWMP and SPCC Plan are on file with the Director of Aviation and available for inspection upon request.

4. Security and Safety

All persons using the Airport are subject to the Airport Security Plan, as may be amended from time to time. Persons in violation of TSA, FAA, and/or Airport Security Rules, including those set forth herein and elsewhere, may be denied access to the Airport, may have access or driving

privileges and/or Airport identification badge revoked, and/or may be fined or otherwise penalized in accordance with applicable Regulatory Measures. Operators who are required to provide controlled access to their facilities for security reasons are responsible for ensuring that all personnel are trained on the appropriate procedures for authorizing non-employees onto their respective facilities.

4.1 Restricted or Secure Areas

Restricted or Secure areas on the Airport are those areas that are identified in the Airport Security Plan as areas (Secure, Sterile, and SIDA) where no person is allowed access unless issued an Airport badge or a badge that is recognized in the Airport Security Plan, such as law enforcement, FAA, or TSA badges.

4.1.1 No person shall enter any Restricted or Secure area except those persons directly engaging in work or an aviation activity that must be accomplished therein; and

4.1.1.1 Having prior authorization of the Director of Aviation or under appropriate supervision or escort; or

4.1.1.2 Employed by or representing the FAA, TSA, DHS, or recognized in the Airport Security Plan as being authorized to access certain secured areas of the Airport.

4.1.2 No person shall cause any object to be located within eight (8) feet of the Airport perimeter fence, which may assist an unauthorized individual in accessing a Secured area. No person shall cut or in any manner create an unauthorized opening in the Airport perimeter fence.

4.1.3 Any gate or fence condition that would allow unauthorized access to restricted or secure areas of the Airport must be reported immediately to the Director of Aviation. Any attempts by any persons to gain unauthorized access to any such area, and any conditions that would adversely affect the safety or security of Aircraft operations shall be reported immediately to the Pueblo Police Department and the Director of Aviation.

4.1.4 Any person who violates security related regulatory measures may be denied future entry into a restricted or secure area.

4.1.5 All persons shall wear and visibly display their approved Airport identification badge or approved identification recognized in the Airport Security Plan on their outermost garment, between their shoulders and their waist, while inside a secure area.

4.1.6 Airport identification badge holders must notify the Director of Aviation of any entry or attempted entry to a secure area by any unauthorized or unbadged person, or by any unauthorized means.

4.1.7 Any person with a proper Airport identification badge and escort privileges may bring an unbadged person into a secure area if the unbadged person has a valid reason for being inside the secure area and if the unbadged person is provided continuous escort by a person with a proper Airport identification badge. A continuous escort requires that the escorted person remains in close proximity to the Airport identification badge holder at all times while inside the secure area. The Airport identification badge holder shall bear full responsibility for the actions of the person being escorted.

4.2 Airport Identification Badges

4.2.1 Airport identification badges shall not be issued to any person until a need for unescorted access inside the secure or sterile area and/or the SIDA has been determined by the Director of Aviation and all requirements have been met.

4.2.2 All persons requiring access to the restricted areas of the Airport shall pay appropriate fees; provide the Department of Aviation the proper identification; complete all required forms; undergo a background check and/or fingerprint procedure consistent with 49 CFR Part 1542, as amended; and successfully complete SIDA and Airport Ground Vehicles/Runway Incursion Prevention Driving Program.

4.2.3 No person shall make, possess, use, offer for sale, pass, and/or deliver any forged or falsely altered pass, permit, identification, badge, card, sign, and/or other authorization purporting to be issued by or on behalf of the Airport.

4.3 Sterile Area

Any persons desiring to enter a sterile area are subject to security screening.

4.4 Security Access

All persons desiring vehicular access to the Airport Operations Area (AOA) through any security gate on the Airport must first obtain an Airport Vehicle Permit from the Director of Aviation. The permit must be placed in the proper location on the vehicle and clearly visible at all times.

4.4.1 Security gates (pedestrian or vehicular) that provide access to the AOA shall be kept closed and locked at all times, except when actually in use. All access gates to the AOA through a tenant's leased premises are the Operator's/lessee's responsibility and shall be monitored and secured in a manner that will prevent unauthorized access.

4.4.2 Vehicle operators shall stop their vehicle and allow the gate to fully close before proceeding and shall also ensure that no other vehicles or persons gain access to the Airport while the gate is in the process of closing or not fully closed. If the vehicle operator cannot prevent such access, the vehicle operator shall immediately notify the Director of Aviation and the Pueblo Police Department.

4.4.3 Tampering with, interfering with, or disabling the lock, or closing mechanism or breaching any other securing device at the Airport is prohibited.

4.4.4 Persons who have been provided either a code or a device for the purpose of obtaining access to the AOA shall not divulge, duplicate, or otherwise distribute the same to any other person.

5. Aircraft Rules and Regulations

All aircraft operations at the Airport shall comply with applicable FAA regulations, including 14 CFR Parts 91 and 139. The provisions of this Section supplement, and do not replace, those federal requirements.

5.1 Accidents or Incidents

5.1.1 Aircraft operators involved in an incident or accident on the Airport resulting in injury or death to person or damage to property shall complete any necessary reports and forms, and comply with all applicable provisions of National Transportation Safety Board (NTSB) Regulations Part 830. The Aircraft operator is responsible for all damages to property, including damage to a runway, taxiway, taxilane, apron, signage, navigational aid, light, or fixture.

5.1.2 An Aircraft involved in an accident on the Airport may not be removed from the scene of the accident until authorized by the Director of Aviation. Once authorization to remove the Aircraft has been issued, the Aircraft operator shall be responsible for the safe and prompt removal of disabled Aircraft and parts within a movement area to a non-movement area.

5.1.3 Subject to the requirements of 5.1.2 above, disabled Aircraft shall be removed within 30 minutes from any runway or taxiway.

5.1.4 If immediate arrangements are not made (so that the Airport can return to full operational status without unreasonable delay), the Director of Aviation may have any disabled Aircraft removed, at the Aircraft operator's sole risk and expense, without liability for damage arising from or out of such removal.

5.2 Aircraft Assembly

Aircraft assembly constitutes maintenance and is permitted only in areas designated for that use, or in hangars approved for that activity by the Director of Aviation.

5.3 Aircraft Cleaning

Aircraft cleaning shall be performed only in areas designated for such use and in compliance with the City's Storm Water Management Plan, a copy of which is on file with the Director of Aviation and is available for inspection upon request. All drainage must flow to an oil/water separator, or a collection system approved pursuant to the City's SWMP.

5.3.1 All Aircraft cleaning shall be done with biodegradable soap, and without the use of solvents or degreasers.

5.3.2 Cleaning practices using flammable or combustible materials are prohibited within any building or within fifty (50) feet of any building, Aircraft, vehicle, fuel storage facility, or fueling operation.

5.3.3 In the event that fire retardant containing PFAS needs to be cleaned off an Aircraft, all efforts to prevent PFAS from entering into either stormwater or wastewater systems must be exercised, including but not limited to approved Hazardous Material disposal.

5.4 Aircraft Maintenance and Repair

Aircraft maintenance and repair is permitted only in areas designated by the Director of Aviation.

5.4.1 With exception of preventative maintenance (as defined in 14 CFR Part 43), maintenance and repair of general aviation Aircraft shall be confined to designated areas within an FBO's or SASO's leased premises.

5.4.2 Preventive maintenance may be performed on Aircraft located on tie downs and in individual hangars, only by the owners of such Aircraft.

5.4.3 Minor maintenance of air carrier Aircraft (as defined by 14 CFR Part 43) may be performed at the gate positions in the passenger terminal area. For all other work, the Aircraft must be moved to an area designated by the Director of Aviation.

5.4.4 Aircraft painting shall be performed only in hangars approved for that activity by the Director of Aviation.

5.5 AIRCRAFT OPERATIONS

5.5.1 Operating an Aircraft in a careless, negligent, or reckless manner; in disregard of the rights and safety of others; without due caution and care; or at a speed or in a manner which endangers or is likely to endanger persons or property of any entity, is prohibited.

5.5.2 Aircraft operators shall obey all pavement markings, signage, and lighted signals unless instructed otherwise by the Director of Aviation.

5.5.3 Operating an Aircraft constructed, modified, equipped, or loaded as to endanger, or be likely to endanger persons or the property of any person, is prohibited.

5.5.4 Experimental flights or ground demonstrations shall not be conducted on the Airport without the prior written permission of the Director of Aviation.

5.5.5 The starting, positioning, or taxiing of any Aircraft shall be done in such a manner so as to avoid generating or directing any propeller slipstream or engine blast that may endanger or result in injury to persons or damage to property.

5.5.6 Aircraft engines shall not be started within, and Aircraft shall not be taxied into, out of, or within, any structure on the Airport except for structures designed for engine run-ups, such as a hush house or a test stand.

5.5.7 Aircraft shall only be taxied or towed on hard-surfaced runways, taxiways, taxilanes, and aprons, unless otherwise approved in writing by the Director of Aviation.

5.5.8 Aircraft operators shall not taxi an Aircraft at the Airport at a speed greater than is reasonable and prudent under the conditions with regard for actual and potential hazards and other Aircraft so as not to endanger persons or property. Taxiing Aircraft shall yield the right-of-way to any emergency vehicle.

5.5.9 The runway Aircraft weight limitations for the Airport (FAA Gross Weight evaluation) set forth in the FAA Facility Directory shall not be exceeded without the prior approval of the Director of Aviation. Aircraft operators shall not land, take off, taxi, or park an Aircraft on any area that has been restricted to a maximum weight bearing capacity of less than the weight of the Aircraft. It shall be the Aircraft operator’s responsibility to bear the expense of repair for any damage to the Airport’s runways, taxiways, or aprons caused by excessive Aircraft weight loading.

5.6 Aircraft Parking and Storage

5.6.1 Consistent with FAA Grant Assurance 22(f), no FBO or SASO authorized to provide Aircraft storage to the public shall require procurement of fuel or other supplies or services from a specific source as a condition of Aircraft storage.

5.6.2 Aircraft shall be parked only in those areas designated for such purpose and shall not be positioned in such a manner so as to block a runway, taxiway, taxilane, or fire hydrant, or obstruct access to hangars, parked Aircraft, or parked vehicles.

5.6.3 Aircraft operators shall ensure parked and stored Aircraft are properly secured in accordance with applicable FAA airworthiness standards, 14 CFR Part 91, and the Aircraft manufacturer's published mooring and tie-down procedures. Parked or stored helicopters shall have braking devices or rotor mooring blocks applied to the rotor blades. Moored lighter-than-air Aircraft shall have at least one person monitoring the safety of the mooring at all times.

5.6.4 All air carrier Aircraft loading and unloading at the passenger terminal must be parked at designated gate positions. General Aviation Aircraft are not permitted to enter in the SIDA, except by special permission granted by the Director of Aviation.

5.6.5 Upon request of the Director of Aviation, the operator of any Aircraft parked or stored at the Airport shall move the Aircraft to the location and/or position on the Airport identified by the Director of Aviation. In the event the Aircraft operator refuses, is unable, or unavailable, the Director of Aviation may have the Aircraft moved to the area at the risk and expense of the Aircraft operator without liability for damage that may arise from or out of such movement.

5.7 Airworthiness

5.7.1 No Aircraft shall remain on the Airport outside a hangar in excess of ninety (90) days unless such Aircraft is currently registered with the FAA, certificated, and in airworthy condition.

5.7.2 Notwithstanding Section 5.7.1, and consistent with PMC § 3-1-3(n), any damaged or disabled Aircraft parked or stored in an authorized, assigned, leased, or otherwise properly designated area in excess of thirty (30) days without the owner or operator undertaking repair or restoration to operable condition shall, absent special arrangements approved in writing by the Director of Aviation, be deemed abandoned and subject to impoundment as an illegally parked Aircraft. Prior to impoundment, the Director of Aviation shall provide written notice to the Aircraft owner of record by certified mail or personal service, affording a reasonable opportunity to cure not to exceed fifteen (15) days from the date of notice.

5.8 Engine Run-Ups

Aircraft shall not commence run-ups so that the engine blast is directed at persons, other Aircraft, hangars, shops, or other vehicles. Extended run-ups shall only be performed in designated areas so as to minimize impact to persons, other Aircraft, and businesses.

5.9 Noise Abatement Procedures

Operators of Aircraft based at the Airport shall become familiar with and, consistent with safe operating procedures for the Aircraft, shall adhere to the Noise Abatement Plan developed for the

Airport, copies of which are available at the Airport Administrative offices. The preferred calm wind (5 knots or less) runway is Runway 8R-26L.

5.10 Landing and Take-Off Operations for Fixed Wing Aircraft

Fixed wing Aircraft taking off or landing at the Airport shall do so only from designated runways. Landing Aircraft shall clear the runway as soon as practicable, taxiing ahead to the nearest turn off.

5.11 Passengers and Cargo

Passengers and cargo shall be enplaned/deplaned only in areas designated for such activities.

5.12 Helicopter Operations

5.12.1 All helicopters at the Airport shall take-off, land, or taxi only from established and recognized parking pads, designated ramps, or airport taxiways and runways. Helicopters shall park only in the areas designated for such operations.

5.12.2 Helicopters shall not be operated within one hundred (100) feet of any area where light Aircraft are parked or operating, and are prohibited from landing, taking off, or air taxiing between structures less than one-hundred and twenty (120) feet apart, unless such area is specifically established for helicopter operations.

5.12.3 Helicopters shall not be taxied, towed, or otherwise moved with rotors turning unless there is a clear area of at least forty (40) feet in all directions from the outer tips of the rotors.

5.12.4 Trailers or dollies shall be utilized to tow helicopters to parking pads for flights. Helicopter tow vehicles and trailers shall not be left at Airport public-use parking pads and shall be stored at a location designated by the Director of Aviation.

5.13 Specialized Aeronautical Activities

5.13.1 Ultralight Aircraft operations are allowed at the Airport only with an operable two-way radio capable of receiving and transmitting on the proper aeronautical frequencies.

5.13.2 Hot air balloon operations, parachute drops, banner or glider towing, use of motorless Aircraft, and the aeronautical transport of radioactive or Hazardous Materials are prohibited on the Airport without the prior written approval from the Director of Aviation. Approval may be granted by the Director of Aviation if the person proposing such activity demonstrates that such activities may be conducted on the Airport in a safe manner without interference with other aeronautical activities.

5.14 Model Aircraft

Except as authorized and regulated by federal law or FAA regulation, it shall be unlawful for any person to fly or launch any Model Aircraft on, over, or from the Airport.

5.15 Aircraft Detention for Nonpayment

Consistent with PMC § 3-1-3(h), the Director of Aviation shall have the authority to detain any Aircraft at the Airport for nonpayment of any charges, fees, or expenses due the City of Pueblo. No detained Aircraft shall be removed from the Airport until all outstanding charges, fees, and

expenses, together with any accrued interest, have been paid in full. The Director of Aviation shall provide written notice of detention to the Aircraft owner or operator of record at the time detention is imposed.

5.16 Unmanned Aircraft Systems (UAS)

5.16.1 All UAS (drone) operations at, on, or over the Airport, including in the airspace above Airport property, are subject to all applicable federal law and regulations, including 14 CFR Part 107 and any FAA authorization required for operations in controlled or designated airspace (including LAANC authorization where applicable). No person shall operate a UAS on the Airport Operations Area (AOA) or within Airport Movement Areas without prior written approval of the Director of Aviation.

5.16.2 The Director of Aviation is authorized to issue UAS operating policies, permit requirements, and designated operating areas by separate administrative directive. Such directives shall be posted at the Airport Administrative office and made available upon request.

5.16.3 Nothing in this Section limits the authority of the FAA or any other federal agency with jurisdiction over UAS operations in the National Airspace System.

6. Motor Vehicle Rules and Regulations

6.1 Air Operations Area (AOA)

6.1.1 All non-escorted vehicles operating on the AOA must clearly display an Airport vehicle permit; shall always yield the right of way to Aircraft, emergency vehicles or equipment, and pedestrians; and shall not be operated in such a manner or within such proximity of an Aircraft as to create a hazard or interfere with the safe operation of Aircraft.

6.1.2 Prior to operating vehicles on the AOA, all vehicle operators shall perform annual training regarding Airport Ground Vehicles/Runway Incursion Prevention Driving Program.

6.1.3 The Director of Aviation may restrict vehicles to certain portions or segments of the AOA. Such restrictions shall prohibit vehicle operations outside designated areas.

6.1.4 Use of ATVs, three-wheelers, scooters, motorcycles, mini-bikes, go-carts, roller skates/blades, skateboarding, and the recreational use of bicycles is not permitted as a means of transportation. ATVs, small tractors, and the like shall be permitted to aid the towing of aircraft into and out of hangars but not on taxilanes or apron areas.

6.1.5 Unless otherwise posted, vehicles, except emergency vehicles responding to an emergency, shall not be operated on the AOA at speeds in excess of 10 miles per hour.

6.1.6 Tugs and baggage carts shall be returned to designated storage areas immediately following unloading.

6.2 Movement Area

6.2.1 Ground Vehicle access to the Movement Area is restricted including Runways, Taxiways and designated Safety Areas of the Airfield. Vehicle operators must be approved by the Director

of Aviation and comply with FAA mandated Movement Area training procedures as outlined in the FAA approved Part 139 Certification Manual.

6.2.2 Vehicle operators shall make a location announcement, including intention and direction of movement, on the Airport Traffic Control Tower (ATCT) frequency when the Tower is in operation, or on the designated CTAF frequency when the Tower is closed, before proceeding closer than two-hundred and fifty (250) feet from the edge of any runway or one hundred (100) feet from the edge of any taxiway, and shall ensure that no Aircraft is present or approaching before entering any movement area.

6.2.3 Unless escorted, all vehicles operating in the movement area shall be equipped with a functioning two-way radio capable of communicating on the proper aeronautical frequencies (118.000 to 136.975 MHz). When the ATCT is in operation, vehicle operators must establish and maintain radio contact with ATC before entering the movement area. When the ATCT is closed, vehicle operators shall monitor and communicate on the designated CTAF frequency.. A vehicle without a two-way radio capable of communicating on such frequencies may enter the movement area provided that such vehicle is escorted at all times in the movement area by an authorized escort having radio contact with the ATCT or UNICOM, as applicable. In the event a vehicle in the movement area experiences radio failure, it must vacate the area utilizing any perimeter roadways or other non-controlled routes.

6.3 Operator Licensing and Permit

Vehicle operators must have a valid state vehicle operator's license of the class needed for the vehicle being operated and evidence of insurance (as required by State law and the Airport) to operate a vehicle on the Airport. Evidence of valid title or current rental/lease agreement for the vehicle shall be kept in the vehicle and available for inspection.

6.4 Parking and Standing

6.4.1 Vehicles shall be parked only in those areas designated for such purpose. Vehicles shall not be parked or stopped:

6.4.1.1 In such a manner so as to obstruct a parking lot lane, driveway, roadway, walkway, crosswalk, fire lane, runway, taxiway, taxilane, or obstruct access to hangars, parked Aircraft, or parked vehicles;

6.4.1.2 In any space marked for parking in such a manner that the vehicle occupies more than one marked space;

6.4.1.3 Within a bus stop, taxicab, or commercial vehicle zone (except for vehicles authorized by the Director of Aviation to use such areas);

6.4.1.4 On the side of a roadway;

6.4.1.5 On the roadway side of any stopped or parked vehicle (double parking);

6.4.1.6 Within fifteen (15) feet of a fire hydrant or within a fire lane or restricting the access to or from the fire lane;

6.4.1.7 Within eight (8) feet of either side of a security fence; or

6.4.1.8 Other than in accordance with restrictions posted on authorized signs.

6.4.2 Service vehicles (including utility company, government owned, delivery, etc.) shall park in specially reserved and marked areas or areas designated for such purpose.

6.4.3 Automobiles, motorcycles, boats, jet skis, snowmobiles, dune buggies, race cars, recreational vehicles, trailers, and other vehicles may not be parked or stored on Airport property, unless (a) parked in the passenger terminal parking lot, with permission from the Director of Aviation in advance, or (b) written permission of the Director of Aviation has been first obtained. Trailers and semi-trailers shall be disengaged from the towing vehicle.

6.4.4 Towing of Improperly Parked Vehicles. Consistent with PMC § 3-1-4(f), the Director of Aviation is authorized to tow or otherwise remove any motor vehicle parked on the Airport in violation of these Rules or Airport regulations, at the vehicle owner's expense and without liability for damage that may result in the course of such removal. The Director of Aviation may detain any removed vehicle until all applicable towing charges, storage fees, and outstanding Airport fees have been paid in full.

6.5 Vehicle Licensing and Equipment

6.5.1 Except for vehicles that are exclusively used on the AOA, all vehicles shall meet proper state licensing, registration, and inspection requirements.

6.5.2 Vehicles shall not be operated on the Airport unless the vehicle is in sound mechanical order; has adequate lights, horn, and brakes; and permits clear visibility from the driver's position.

6.5.3 Vehicles operating or parking inside the security fence shall be registered with the Airport and display a current vehicle permit.

6.6 Vehicle Maintenance

Except for minor repairs that are necessary to remove such vehicle(s) from the Airport, and except as expressly provided otherwise in an agreement with the Director of Aviation, private vehicles shall not be cleaned or maintained anywhere on the Airport. Vehicles operated by commercial operators/lessees shall be cleaned or maintained only in areas designated by the Director of Aviation.

6.7 Vehicle Operations

The following shall apply to all vehicle operations on the Airport:

6.7.1 No vehicle shall be operated in a careless, negligent, unsafe, or reckless manner; in disregard of the rights and safety of others; without due caution and care; or at a speed or in a manner which endangers or is likely to endanger persons or property.

6.7.2 No vehicles shall be constructed, equipped, loaded, or maintained (or any having attached thereto any object or equipment which drags, swings, or projects) so as to endanger or be likely to endanger, persons or property.

6.7.3 Vehicles shall not be operated in any hangar unless (1) the vehicle exhaust is protected by screens or baffles to prevent the escape of sparks or the propagation of flame and (2) a vent system exists to prevent exhaust fumes from building up in the hangar.

6.7.4 Vehicle operators shall obey all posted speed limits. Vehicles shall not be operated at a speed greater than is reasonable and prudent under the conditions and having regard for actual and potential hazards, traffic, use of the street or roadway, or so as not to endanger persons or property.

6.7.5 Vehicle operators shall provide proper signals and obey all traffic lights, signs, mechanical or electrical signals, and pavement markings.

6.7.6 Vehicles that are overloaded or carrying more passengers or cargo than the amount that the vehicle is designed to carry are prohibited.

6.7.7 Vehicles used for hauling trash, dirt, or any loose material shall be operated in such a fashion as to prevent the contents of the vehicle from dropping, sifting, leaking, or otherwise escaping.

6.7.8 Except in case of emergency or operational necessity, no vehicle shall leave paved areas.

6.7.9 Airport management may restrict the access of any vehicle or person to any part of the airport, both public and leased including the ramp, to ensure the safety or security of the airport.

7. Facilities Rules and Regulations

The following shall apply to all property and Buildings on the Airport, under a lease, sublease, or otherwise:

7.1 Compressed Gases

7.1.1 Oxygen or any compressed gas in a cylinder or portable tank must be secured to a fixed location or secured to a portable cart designed and approved specifically for the cylinders or tanks being secured.

7.1.2 Compressed gas cylinders or tanks must have approved and fully operational pressure relief devices installed, and shall be maintained in compliance with all applicable rules and regulations.

7.1.3 Cylinders or tanks not in use shall have an approved transportation safety cap installed.

7.2 Fire Prevention

7.2.1 Good fire prevention practices/procedures shall be followed at all times on the Airport and in any Building located on the Airport.

7.2.2 Tenants shall provide proper, adequate, inspected, certified, and readily accessible fire extinguishers (that are approved by fire underwriters) for the particular hazard involved or associated with the activity being conducted. Fire extinguishers shall be maintained in accordance with the current City adopted Fire Code.

7.2.3 Logs showing the date of last inspection shall be attached to each unit or records acceptable by fire underwriters shall be kept showing the status of such equipment.

7.3 Lubricating Oils

Quantities of lubricating oils in hangars shall not exceed amounts necessary for maintenance purposes and operation of equipment. Storage of combustible liquids in hangars in excess of five (5) gallons requires prior approval from the Pueblo Fire Department.

7.4 Storage of Materials and Equipment

No person shall store, stack, box, or bag material (or equipment) in such manner as to create any hazard, obstruct any operation, or cause littering. Storage of materials or equipment is prohibited outside of hangars or other Buildings, without approval of the Director of Aviation.

7.5 Telecommunications

No person shall operate any communications equipment (wired or wireless) on the Airport in a manner that will cause interference to operations of the Airport. Upon any notification from the Airport, the FAA, or the police or fire departments of any interference caused by operator's or lessee's operation, the person notified shall cease such communications operations, transmissions, and uses on the Airport. Such person shall not resume communications operations until the Director of Aviation has provided notice in writing.

8. Aircraft Fuel Storage, Handling and Dispensing

8.1 Permit

Fuels in quantities greater than five (5) gallons shall only be stored and dispensed on the Airport by persons having a permit, lease or other agreement with the City of Pueblo authorizing the fueling operation and approving the fuel storage facilities, refueling vehicles, and related equipment. This includes any third-party, public use, self-serve fueling facilities.

8.2 Best Practices

8.2.1 Operators shall conform to the standards set forth in FAA Advisory Circular 150/5230-4C, "Aircraft Fuel Storage, Handling and Dispensing on Airports," the "Fuel Handling Safety Guidance" issued by the Northwest Mountain Region of the FAA; NFPA 407; and the 2015 International Fire Code as adopted by PMC § 3-2-21, as they may be amended from time to time.

8.2.2 Operators owning and operating fuel tanks, refueling vehicles, and/or portable oil containers shall comply with the requirements of the Oil Pollution Prevention regulations (40 CFR 112) including provision of secondary containment for loading/unloading areas and refueling vehicle parking areas. Each operator shall comply with all provisions of the Airport Stormwater Management Plan. Operators who wish to provide their own Stormwater Management Plan shall submit such plans to the Director of Aviation for review to verify that such plans are in conformance with the existing plans for the Airport.

8.2.3 Operators must provide their own Spill Prevention Contingency and Control Plan and file a copy with the Director of Aviation.

8.3 EQUIPMENT

8.3.1 Refueling vehicles, fueling pumps, meters, hoses, nozzles, funnels, fire extinguishers, and bonding devices used during fueling operations shall be maintained in a safe operating condition and in good working order and repair at all times.

8.3.2 Operators shall have on hand at all times sufficient spill control equipment including containment booms, socks, pillows, pads, etc. to control spills and Releases occurring on their leasehold. Cleanup of non-fuel spills and Releases is the responsibility of the Operator. Operators shall store contaminated spill control equipment in containers in accordance with applicable sections of 40 CFR 262 and 49 CFR 172-173 until proper disposal can be effected. At a minimum:

8.3.2.1 Each refueling vehicle shall have a "first responder" spill kit; and

8.3.2.2 Each fuel storage facility shall maintain a spill kit with an appropriate supply of, but not limited to, spill socks, pillows, pads, wipes, disposable bags with ties, and DOT approved containers. All spill control items shall be rated for hydrocarbon use.

8.3.3 Operators may not install self-service fueling islands or similar facilities without the prior written approval of the Director of Aviation.

8.3.4 Consistent with PMC § 3-1-5(c), all aircraft fueling facilities and vehicles shall be maintained in accordance with Air Transport Association (ATA) Specification 103, "Standards for Jet Fuel Quality Control at Airports," as currently in effect, in addition to the requirements of Section 8.3.1 above.

8.4 FUEL FLOWAGE FEES

8.4.1 A fuel flowage fee is payable to the City, as set forth in the Airport Rates and Charges as amended from time to time, for all aviation fuel (not including mogas) delivered to Operators at the Airport and to all Through-the-Fence permittees. For any Operator whose lease agreement does not expressly specify the applicable fuel flowage fee rate, the default rate established by PMC § 3-1-6(g)(4) controls until amended by City Council. All current and future lease agreements with Operators conducting fueling operations should expressly specify the applicable rate.

8.4.2 Each Operator shall pay the fuel flowage fee for all fuel delivered to its premises, trucks, and/or storage tanks.

8.4.3 Operators shall furnish to the Director of Aviation on or before the tenth (10th) day of the next succeeding month, a written statement setting forth the total number of gallons of fuel delivered to its premises, trucks, and/or storage tanks during the preceding month. The format for reporting must be in a form acceptable to the Director of Aviation. Operators shall pay all fuel flowage fees determined to be owed no later than the tenth (10th) day of the month following submission of the monthly statement, or as otherwise specified in the Operator’s individual lease or permit agreement. Tenants operating approved private fuel storage facilities under PMC § 3-1-6(g) remain subject to the weekly fuel delivery reporting requirement of PMC § 3-1-6(g)(7) in addition to this monthly payment obligation.

8.4.4 Operators shall keep and maintain adequate books and records to establish and verify the accuracy of the fuel volumes reported to the Airport. The City’s authorized representative shall

have the right to examine, inspect, or audit an operator's books and records for the purpose of verifying the accuracy of the fuel volumes reported by an Operator.

8.5 Fuel Storage Facilities

8.5.1 Plans for fuel storage and installation shall be submitted to the Director of Aviation for approval prior to any installation. All facilities, equipment, and installation shall be in conformance with all local, state, and federal requirements.

8.5.2 The maintenance and operation of fuel storage facilities shall meet NFPA 30, NFPA 407, UL 2085, and FAA regulations and advisory circulars, and shall be approved by all agencies that regulate the maintenance and operation of fuel storage facilities. The installation of all tanks or facilities shall meet the requirements of the 2015 International Fire Code as adopted by PMC § 3-2-21.

8.5.3 Operator shall have a written Spill Prevention Control and Countermeasures Plan that meets regulatory measures for their fuel storage facilities. A copy of the Spill Prevention Control and Countermeasures Plan shall be filed with the Director of Aviation.

8.5.4 Restriction on Fuel Sales by Tenants with Private Storage Facilities. Consistent with PMC § 3-1-6(g)(8), any Operator or tenant that has constructed or operates an approved private aviation fuel storage facility on its leased premises shall not sell fuel from that facility to any other tenant at the Airport. Fuel from an approved private storage facility may be sold only at retail to the Operator's own customers. Any violation of this restriction shall constitute grounds for termination of the Operator's lease agreement pursuant to PMC § 3-1-6(g)(11).

8.5.5 100-Octane Low Lead Aviation Gasoline (100LL). Consistent with FAA Grant Assurance 40 (P.L. 118-63, effective April 2025), the Airport shall not restrict or prohibit the sale of, or self-fueling with, 100-octane low lead aviation gasoline (100LL) at the Airport. No provision of these Rules or any Airport permit, lease, or operating agreement shall be construed to restrict or prohibit 100LL sales or self-fueling with 100LL. This prohibition remains in effect until the earlier of December 31, 2030, or the date on which the Airport or any retail fuel seller at the Airport makes available an unleaded aviation gasoline that has been authorized by the FAA as a replacement for 100LL for use in piston-engine aircraft and meets an industry consensus standard or other standard facilitating safe use, production, and distribution, as determined by the FAA. Any violation of this provision is subject to civil penalties under 49 U.S.C. § 46301(a)(8).

8.6 Fueling Operations

8.6.1 All fuel handled on the Airport shall be treated with due caution and care with regard to the rights and safety of others so as not to endanger, or be likely to endanger, persons or property.

8.6.2 Persons engaged in the fueling, defueling, and oil servicing of Aircraft or vehicles, the filling of refueling vehicles or dispensing equipment, or the dumping or pumping or loading of aviation fuels or oils into or from fuel or oil storage facilities shall exercise care and extreme caution to prevent overflow of fuel or oils and/or spills.

8.6.2.1 In the event that a spill should occur of any magnitude, associated activities shall cease immediately. The responsible party of such spill shall take appropriate action to properly contain and clean up the spill, and applicable provisions of Section 3.11 of these Rules shall be followed.

8.6.3 A properly trained operator shall be present at all times while fuel delivery vehicles transfer fuel into or out of any fuel storage facility. All fueling shall be performed by qualified operators.

8.6.3.1 The operator shall remain within the immediate vicinity, in close proximity to, and in direct view of all operating controls and equipment; and

8.6.3.2 The operator shall not leave the discharge end of any hose or hoses unattended at any time while the transfer of fuel is in progress; and

8.6.3.3 The operator shall not block open, disengage, bypass, and/or deactivate the deadman control or mechanism at any time while fueling or transferring fuel. Hold-down devices are prohibited.

8.6.4 No fueling activity shall take place unless adequate fire extinguishing equipment and personnel trained in the use of such equipment are present.

8.6.5 Aircraft shall not be refueled or defueled with one or more of its engines operating or while the Aircraft is located inside any structure.

8.6.6 Pouring or gravity transfer of fuel from containers is prohibited. Approved pumps, either hand or power operated, shall be used when Aircraft are fueled from containers greater than five (5) gallons.

8.6.7 Aircraft or vehicles shall not be fueled or defueled if an electrical storm is in progress or within close proximity of the Airport.

8.6.8 When Aircraft are being fueled or defueled, the Refueling Vehicle shall be bonded to the Aircraft to equalize the voltage potential between the Refueling Vehicle and the Aircraft.

8.6.9 All hoses, nozzles, spouts, funnels, and appurtenances used in fueling and defueling operations shall comply with NFPA 407 and shall be equipped with a bonding device to prevent ignition of volatile liquids.

8.7 Location of Fueling Operations Relative to Other Activities, Equipment and Structures

8.7.1 Aircraft fuel handling shall be conducted outdoors and with the Refueling Vehicle and Aircraft being at least fifty (50) feet from any hangar, building, and any combustion and ventilation air-intake to any boiler, heater, or similar facility or as approved by the Pueblo Fire Department.

8.7.2 Unless a secondary containment is being used, Aircraft fuel handling shall take place on an impervious surface and at least fifty (50) feet from any storm water conveyances, drains, catch basins, or ditches.

8.7.3 No person shall operate any radio transmitter or receiver (or switch electrical appliances on or off in an Aircraft) within fifty (50) feet of and for the duration of fueling or defueling activity unless said radio transmitter or receiver is designed for such environment.

8.7.4 During fueling operations, no person shall use any material or equipment that is likely to cause a spark or ignition within fifty (50) feet of such Aircraft or vehicle.

8.7.5 Use of matches, lighters, or any other igniting or incendiary devices is prohibited on the AOA and within fifty (50) feet of any Aircraft, refueling vehicle, fuel storage facility, or any Aircraft being fueled or defueled.

8.8 Off-Premises Fueling

Fueling activities shall be limited to an Operator's leased premises unless the Operator's lease agreement or fueling permit expressly permits off-premises fueling, and Operator's levels of insurance are sufficient to cover the increased liability associated with off-premises fueling. Off-premises fueling is permitted only in designated areas.

8.9 Storage of Refueling Vehicles/Use of Fuel Cans

Refueling Vehicles shall be stored outside and not less than fifty (50) feet from a building or other structure, storm water conveyances, drains, catch basins, or ditches. Refueling Vehicles shall be parked in a manner that provides a minimum of ten (10) feet of separation between vehicles and any other vehicle or Aircraft and a minimum of twenty (20) feet from a storm water inlet. Unless otherwise authorized by the Pueblo Fire Department, no more than ten (10) gallons of fuel may be stored in fuel cans, and all fuel cans shall be spring loaded, self-closing containers.

8.10 Maintenance of Refueling Vehicles

Maintenance and servicing of Refueling Vehicles shall be performed outdoors or in a building that is approved by the Director of Aviation and the Pueblo Fire Department specifically for this purpose. Operators shall document and maintain vehicle maintenance and agency inspection records, which shall be made available to the Director of Aviation upon request.

8.11 Training

All personnel engaged in fueling operations shall be trained in procedures for fueling and defueling, quality control, safety, fire prevention, use of fire extinguishers, responding to fuel and oil spills, handling flammable materials, and actions to be taken in an emergency caused by a fire or fuel spill (including environmental protection). All such personnel shall receive proper training or instruction immediately upon employment and not less than annually thereafter, and records of training and qualifications of each person engaged in fueling operations shall be maintained. Training shall be performed in accordance with 14 CFR Part 139 and the Airport Certification Manual. Training records shall be made available for review and/or inspection by the Director of Aviation, the Pueblo Fire Department, and/or the FAA at any reasonable time.

8.12 Transient Fueling Operations

Transient fueling operations (such as seasonal firefighting operations) shall be subject to the inspection and approval of the Director of Aviation; pay applicable fuel flowage charges; fuel only in designated areas; and operate according to Best Management Practices.

9. Severability

If any section, subsection, sentence, clause, phrase, or portion of these Rules and Regulations is for any reason held invalid, unconstitutional, or unenforceable by any court of competent

jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions.

10. Amendment and Revision

These Rules and Regulations may be amended by the Director of Aviation, with the approval of the City Council by resolution. Any amendments shall be effective upon the date specified by City Council in the approving resolution. The Director of Aviation shall maintain the current version of these Rules and Regulations at the Airport Administrative office and shall make copies available upon request.

11. Supersession

These Rules and Regulations supersede all prior Airport rules and regulations for Pueblo Memorial Airport. Any prior Airport rules, regulations, policies, or directives that are inconsistent with these Rules are hereby superseded to the extent of such inconsistency.

12. Effective Date and Savings

These Rules and Regulations shall become effective on the date specified in the approving Resolution of City Council. All acts properly done, rights vested, and obligations incurred under any prior Airport rules and regulations before the effective date of these Rules are preserved and may be enforced as if these Rules had not been adopted.

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: June 22, 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 ADOPTING MINIMUM STANDARDS FOR COMMERCIAL AERONAUTICAL ACTIVITIES AT PUEBLO MEMORIAL AIRPORT AND REPEALING ALL PRIOR MINIMUM STANDARDS FOR AERONAUTICAL ACTIVITIES

SUMMARY:

This Ordinance adopts new Minimum Standards for Commercial Aeronautical Activities at Pueblo Memorial Airport, replacing the Minimum Standards for Airport Aeronautical Services dated May 17, 1977. The new Minimum Standards establish qualifications, requirements, and conditions for persons and entities providing commercial aeronautical services at the Airport, including Fixed Base Operators, Specialized Aviation Service Operators, and holders of Commercial Aeronautical Service Provider Permits. The Minimum Standards are attached as Exhibit A.

The 1977 standards are outdated and do not reflect current Federal Aviation Administration guidance, including Advisory Circular 150/5190-8 (December 7, 2023), the April 2025 Airport Sponsor Grant Assurances, or current federal regulatory requirements. The new Minimum Standards align with current FAA guidance and are calibrated to the operational profile of Pueblo Memorial Airport as a small non-hub airport with Essential Air Service.

PREVIOUS COUNCIL ACTION:

The City Council adopted minimum standards for airport aeronautical services on May 17, 1977. The instrument number for the 1977 adoption could not be located in available records. No amendments to the 1977 standards have been identified. This Ordinance repeals all prior minimum standards for aeronautical services at the Airport.

BACKGROUND:

The City Council adopted minimum standards for airport aeronautical services on May 17, 1977. The instrument number for the 1977 adoption could not be located in

available records. No amendments to the 1977 standards have been identified. This Ordinance repeals all prior minimum standards for aeronautical services at the Airport.

FINANCIAL IMPLICATIONS:

There are no direct financial implications for the City. The Minimum Standards establish requirements for private operators, not City expenditures. Compliance with the Minimum Standards and Grant Assurance 24 (Fee and Rental Structure) supports the Airport's financial self-sustainability.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

The Department of Aviation provided written notice of the proposed Minimum Standards to all current Airport operators and tenants. A copy of the proposed Minimum Standards was made available for review at the Airport administrative offices and on the City's website.

ALTERNATIVES:

If this Ordinance is not approved, the 1977 Minimum Standards will remain in effect. Those standards do not comply with current FAA guidance, cite repealed federal regulations, contain inadequate insurance requirements, and lack provisions for self-service rights, environmental compliance, variance procedures, and current nondiscrimination requirements. Continued reliance on the 1977 standards increases the City's exposure to FAA Part 16 complaints and may place the City's federal grant eligibility at risk.

RECOMMENDATION:

Approve the Ordinance.

ATTACHMENTS:

1. Minimum Standards 2026 06 22 FINAL VERSION

ORDINANCE NO.

AN ORDINANCE ADOPTING MINIMUM STANDARDS FOR COMMERCIAL AERONAUTICAL ACTIVITIES AT PUEBLO MEMORIAL AIRPORT AND REPEALING ALL PRIOR MINIMUM STANDARDS FOR AERONAUTICAL ACTIVITIES

WHEREAS, the City of Pueblo is a home rule municipality organized and existing under Article XX of the Colorado Constitution, which vests in home rule municipalities plenary authority over matters of local concern, including the ownership, operation, and administration of municipal airports; and

WHEREAS, C.R.S. § 41-4-201 empowers city councils to acquire, establish, operate, and regulate airports and provides that city councils shall grant no exclusive concession, license, or lease agreement relating to the business of servicing, repairing, or furnishing supplies for aircraft; and

WHEREAS, C.R.S. § 41-4-204 empowers cities to provide rules and regulations covering the use of airports and to exact and require charges, fees, and tolls in connection with the maintenance of airports; and

WHEREAS, Section 3-1-2(b) of the Pueblo Municipal Code authorizes the Airport Manager to conduct the business of the Airport and to carry out and enforce the provisions of PMC Title III, Chapter 1; and

WHEREAS, Section 3-1-2(l)(3) of the Pueblo Municipal Code subjects all users of and persons on the Airport to minimum standards now in effect or hereafter adopted or revised for the Airport; and

WHEREAS, the City has accepted the Airport Sponsor Grant Assurances as a condition of receiving Airport Improvement Program grants from the Federal Aviation Administration, and those Grant Assurances require the City to make the Airport available on reasonable terms and without unjust discrimination, to grant no exclusive rights for aeronautical services, and to maintain a fee and rental structure that makes the Airport as financially self-sustaining as possible; and

WHEREAS, the FAA Advisory Circular 150/5190-8, Minimum Standards for Commercial Aeronautical Activities (December 7, 2023), strongly recommends that airport sponsors adopt minimum standards to promote safety, protect airport users, enhance the availability of services, and prevent disputes between aeronautical service providers; and

WHEREAS, the City Council finds it necessary and appropriate to adopt new Minimum Standards for Commercial Aeronautical Activities at Pueblo Memorial Airport that comply with current federal requirements and are calibrated to the Airport's operational profile as a small non-hub airport with Essential Air Service; NOW, THEREFORE,

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

SECTION 1.

The Minimum Standards for Commercial Aeronautical Activities at Pueblo Memorial Airport, a copy of which is attached hereto as Exhibit A and incorporated herein by this reference, is hereby adopted as the minimum standards governing commercial aeronautical activities at Pueblo Memorial Airport.

SECTION 2.

All prior minimum standards for aeronautical services at Pueblo Memorial Airport, including the Minimum Standards for Airport Aeronautical Services dated May 17, 1977, and any amendments thereto, are hereby repealed. This repeal shall not affect the validity of any Lease, License, or Permit issued under the prior minimum standards that is in effect on the date this Ordinance becomes effective; provided, however, that any such Lease, License, or Permit shall be subject to the Minimum Standards adopted by this Ordinance upon renewal, extension, amendment, or renegotiation.

SECTION 3.

The officers and staff of the City are authorized to perform any and all acts consistent with the intent of this Ordinance to effectuate the policies and procedures described herein, including the administration and enforcement of the Minimum Standards.

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

EXHIBIT A

PUEBLO MEMORIAL AIRPORT

MINIMUM STANDARDS
FOR
COMMERCIAL AERONAUTICAL ACTIVITIES

Adopted by the City Council of the City of Pueblo
Ordinance No. _____
_____, 2026

Pueblo Memorial Airport
31201 Bryan Circle, Pueblo, Colorado 81001
(719) 553-2760

SECTION 1 – DEFINITIONS

1.01 Aeronautical Activity – Shall mean any activity that involves, makes possible, or is required for the operation of aircraft or that contributes to or is required for the safety of such operations. Activities within this definition, commonly conducted on airports, include, but are not limited to, the following: general and corporate aviation, air taxi and charter operations, scheduled and nonscheduled air carrier operations, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, aircraft sales and services, aircraft storage, sale of aviation petroleum products, repair and maintenance of aircraft, sale of aircraft parts, parachute or ultralight activities, and any other activities that, because of their direct relationship to the operation of aircraft, can appropriately be regarded as aeronautical activities. Activities such as model aircraft and model rocket operations are not aeronautical activities.

1.02 Agreement – Shall mean written contract (e.g., lease agreement, permit, etc.) enforceable by law between the City and another entity transferring rights or interest in land and/or Improvements and/or authorizing the conduct of certain Activities.

1.03 Air Carrier – Shall have the meaning set forth in Pueblo Municipal Code § 3-1-1(h).

1.04 Aircraft – Shall have the meaning set forth in Pueblo Municipal Code § 3-1-1(g).

1.05 Airport – Shall have the meaning set forth in Pueblo Municipal Code § 3-1-1(a).

1.06 Airport Manager – Shall have the meaning set forth in Pueblo Municipal Code § 3-1-1(d).

1.07 Air Operations Area (AOA) – Shall have the meaning set forth in Pueblo Municipal Code § 3-1-1(c).

1.08 Airport Rules and Regulations – The rules and regulations governing use of Pueblo Memorial Airport as adopted and amended by the City.

1.09 Airport Security Program (ASP) – Shall mean the sensitive security information (SSI) provided in the Airport Security Program required by 49 CFR Part 1542 and approved by the TSA, that describes the security requirements that must be implemented at the Airport. The current ASP is on file in the Airport Administration office.

1.10 Based Aircraft – Shall mean an aircraft that is operational and airworthy, and which is based at the Airport for a majority of the year. To be considered a Based Aircraft, the aircraft must be: (1) an aircraft that has an agreement with Pueblo Memorial Airport or an FBO for storage or parking at PUB; (2) an aircraft that spends a majority of the year at Pueblo Memorial Airport; (3) an aircraft that is not Abandoned; and (4) an aircraft that has a valid/current FAA airworthiness certificate.

1.11 City – The City of Pueblo, Colorado, a Colorado municipal corporation.

1.12 Commercial Aeronautical Activity – Shall mean any Aeronautical Activity conducted at or out of the Airport by any Entity involving: (1) the exchange, trading, buying, hiring, providing, or selling of commodities, goods, services, or property on the Airport; (2) engaging in an activity on the Airport for the purpose of securing revenue, earnings, income, barter, and/or compensation, whether or not such revenue, earnings, income, barter, and/or compensation are ultimately exchanged, obtained, or transferred; or (3) the offering or exchange of any product, service, or facility on the Airport as a part of other revenue, earnings, income, and/or compensation producing activity on or off the Airport. An activity conducted by a nonprofit, charitable, or tax-exempt entity is not exempt from this definition solely by reason of that status if the activity otherwise meets the criteria above; however, such entities are exempt from FBO and SASO minimum standards to the extent consistent with Grant Assurance 22 and these Minimum Standards.

1.13 Commercial Self-Service Fueling – A fueling concept that enables a pilot to fuel an aircraft from a commercial fuel pump installed for that purpose by an FBO or the City. The fueling facility may or may not be attended.

1.14 Director of Aviation – Also known as Airport Director and shall mean the Director of Pueblo Memorial Airport, City of Pueblo Director of Aviation as appointed by the City of Pueblo, any duly authorized successor City department thereto, or the Director's designee. As used in these Minimum Standards, "Director of Aviation" is synonymous with "Airport Manager" as that term is used in Pueblo Municipal Code Chapter 3-1.

1.15 Entity - Shall mean a person, persons, firm, partnership, limited liability partnership or corporation; agency; unincorporated proprietorship; association or group, or corporation.

1.16 FAA – Shall have the meaning set forth in Pueblo Municipal Code § 3-1-1(f).

1.17 FIXED BASE OPERATOR (FBO) shall mean a commercial business granted by the airport sponsor that maintains and operates facilities at the Airport for the purpose of providing multiple commercial aeronautical services, including the retail sale of aviation fuels, aircraft line services, and aircraft airframe and engine repair and maintenance.

1.18 Flying Club – Shall mean any organization or group that is a nonprofit entity organized for the express purpose of providing its members with an Aircraft or several Aircraft for their personal use and enjoyment. Aircraft must be vested in the name of the Flying Club owners on a pro-rata basis, and the club may not derive greater revenue from the use of the Aircraft than the cost to operate, maintain, and replace the Aircraft. Consistent with PMC § 3-1-2(d), every Flying Club shall file with the Director of Aviation, and keep current, a complete list of club membership. If the Director of Aviation has reason to believe a club is being operated so as to fall within the definition of a Commercial Aeronautical Activity, the Director shall notify the club in writing. If the club fails to remedy the condition within thirty (30) days of such notice, the Director of Aviation shall reclassify the club's aircraft as a commercial operation, and the club shall thereafter be subject to all requirements applicable to Commercial Aeronautical Operators.

1.19 General Aviation – Shall have the meaning set forth in Pueblo Municipal Code § 3-1-1(j).

1.20 Grant Assurances – The Airport Sponsor Assurances accepted by the City as a condition of receiving federal airport development grants, as amended from time to time, including the assurances prescribed by the FAA Reauthorization Act of 2024 (P.L. 118-63).

1.21 Improvements – All buildings, structures, additions, and facilities, including pavement, fencing, and landscaping, constructed, installed, or placed on, under, or above any land on the Airport and any item (excluding trade fixtures owned by Lessee) which is affixed to the Leased Premises or affixed to any improvement thereto and which cannot be removed without damage or injury to the Leased Premises or any other improvements.

1.22 Lease – Shall mean a written contract between the City of Pueblo and an Entity specifying the terms and conditions under which an Entity may occupy and operate from Airport facilities and/or property.

1.23 Leased Premises – Shall mean the land and/or improvements subject to a Lease between the Lessee and the City.

1.24 License – An Agreement that grants or otherwise authorizes the use of Airport land or building space by an FBO or SASO operating its facilities as a sublessee.

1.25 Minimum Standards – shall mean the qualifications, requirements, and conditions set forth herein as the minimum requirements to be met by an Operator engaged in Aeronautical Activity.

1.26 Operator – An Entity that has entered into a Lease, License, or Permit with the City to occupy, use, and/or develop land and/or Improvements in order to engage in Commercial Aeronautical Activities at the Airport.

1.27 Permit – A Commercial Aeronautical Service Provider Permit as described in Section 12 of these Minimum Standards, authorizing limited Commercial Aeronautical Activities without a leasehold interest.

1.28 Self-Service – Shall mean the fueling or servicing of an aircraft (including the right to tie down, adjust, repair, refuel, clean, and otherwise service an aircraft) by the owner of the aircraft with the owner's employees and using the owner's own equipment.

1.29 Specialized Aviation Service Operator (SASO) – An Operator authorized to provide one or a combination of Commercial Aeronautical Activities, to include, but not limited to, aircraft maintenance, flight training, Aircraft Rental, Aircraft Sales, Air Ambulance, Avionics Sales and Maintenance, and specialized flying services that does not include the retail sale of aviation fuels.

1.30 Through-the-Fence (TTF) – Shall mean commercial activities permitted by the City through an agreement allowing access to the public landing area to a licensed and insured independent entity or operator offering an aeronautical activity or to owners of aircraft based on land adjacent to the Airport but who do not commercially operate out of owned or leased property on the Airport's premises.

1.31 TSA – Shall mean Transportation Security Administration of the United States Department of Homeland Security, or any department or agency succeeding to its jurisdiction or function.

SECTION 2 – INTRODUCTION

2.01 – Authority

These Minimum Standards are promulgated under the authority of Article XX of the Colorado Constitution (home rule), C.R.S. § 41-4-201 (power to establish, operate, and regulate airports), C.R.S. § 41-4-204 (power to exact charges, fees, and tolls and to provide rules and regulations covering the use of airports), and Sections 3-1-2(b) and 3-1-2(l)(3) of the Pueblo Municipal Code. All Leases, Licenses, Permits, and other Agreements authorizing the use of Airport property and facilities shall require compliance with these Minimum Standards.

The privilege of using the Airport and any and all of its facilities shall be conditioned on the assumption of full responsibility and risk by the user thereof. The City reserves the right to claim immunity from liability in connection with its operation of the Airport and to assert any defense available, including immunity or defenses pursuant to the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 et seq., as amended.

References and citations in these Minimum Standards to statutes, regulations, policies, and guidelines include any amendments adopted after the City's adoption of these Minimum Standards.

2.02 – Purpose

The purpose of these Minimum Standards is to: (a) encourage and promote the consistent provision of quality commercial aeronautical products, services, and facilities at the Airport; (b) promote safety and security in all Airport activities; (c) protect Airport users from unlicensed and unauthorized products and services; (d) enhance the availability of adequate services for all Airport users; (e) promote the orderly development of Airport land; (f) provide a clear and objective distinction between service providers that will provide a satisfactory level of service and those that will not; and (g) prevent disputes between aeronautical service providers.

2.03 – Exclusive Rights and Sponsor Assurances

In accordance with 49 U.S.C. §§ 40103(e) and 47107(a), C.R.S. § 41-4-201, and Grant Assurance 23, the granting of rights or privileges to engage in Commercial Aeronautical Activities shall not be construed as affording any Entity an exclusive right, other than the exclusive use of the land and Improvements that may be leased to an Entity and then

only to the extent provided in an Agreement. The presence of only one Operator engaged in a particular activity does not, in and of itself, indicate that an exclusive right has been granted. It is the policy of the City not to enter into or promote any understanding, commitment, or Agreement to exclude other qualified Entities from engaging in Commercial Aeronautical Activities at the Airport.

2.04 – Applicability

These Minimum Standards apply to any Entity proposing to conduct or conducting a Commercial Aeronautical Activity at the Airport, including Fixed Base Operators and Specialized Aviation Service Operators. These Minimum Standards do not apply to: (a) the City itself; (b) scheduled Air Carrier operations governed by a separate airline operating agreement; (c) military operations; or (d) Self-Service by aircraft owners or operators, which is governed by Section 3.16 of these Minimum Standards and the Airport Rules and Regulations.

2.05 – Relationship to Other Documents

These Minimum Standards are subordinate to the Grant Assurances and all federal obligations applicable to the Airport. These Minimum Standards supplement the Airport Rules and Regulations and are incorporated into all Leases, Licenses, and Permits. In the event of a conflict between these Minimum Standards and any other Airport policy, standard, rule, or regulation, the provision that establishes the higher or stricter standard shall prevail, unless a variance is granted pursuant to Section 3.19.

2.06 – Amendment

The City may amend these Minimum Standards from time to time as conditions require. Before these Minimum Standards are amended, all Operators at the Airport shall be given written notice of the proposed amendments. A public comment period of not less than fourteen (14) or more than thirty (30) days after the date of written notice shall be provided. The City Council shall adopt amendments by ordinance.

SECTION 3 – GENERAL REQUIREMENTS

All Operators engaging in Commercial Aeronautical Activities at the Airport shall comply with, or exceed, the requirements of this Section as well as the minimum standards applicable to each activity as set forth in subsequent sections.

3.01 – Capability and Experience

All Operators shall demonstrate, to the satisfaction of the Airport Manager, the financial capability and technical competence to pay all rents, fees, and charges owed to the City; to develop and maintain the required land and Improvements; to procure and maintain the required vehicles, equipment, and aircraft; to employ required personnel; and to engage in the proposed Commercial Aeronautical Activities in a safe, secure, and professional manner.

3.02 – Agreement Required

No Entity shall engage in any Commercial Aeronautical Activity at the Airport without a Lease, License, or Permit authorizing such activity. No Agreement shall reduce or limit an Operator's obligations with respect to complying with these Minimum Standards. All Agreements shall contain all provisions required by the FAA as a condition of any federal grant to the City for the Airport.

3.03 – Application Process

A prospective Operator shall submit to the Airport Manager a written application (in the form provided as Attachment B or as otherwise prescribed by the Airport Manager) that includes: (a) the applicant's name, address, telephone number, and legal form of organization, including the identity of all persons holding an ownership interest of ten percent (10%) or greater; (b) a detailed description of the proposed scope of services, means, and methods of operation; (c) the proposed commencement date and term of operation; (d) the amount, size, and location of land and Improvements to be leased or constructed; (e) the number and type of aircraft to be provided; (f) the number, names, and qualifications of personnel; (g) the proposed hours of operation; (h) evidence of financial capability to initiate operations, construct proposed Improvements, and provide working capital, including a cash flow projection for the first three years; (i) the types and amounts of insurance coverage to be maintained; and (j) such additional information as may be requested by the Airport Manager.

3.04 – Payment of Rents, Fees, and Charges

Operators shall pay all rents, fees, and other charges on time as specified by the City for engaging in Commercial Aeronautical Activities. The City may enforce the payment of any amount due by any legal means available to the City under the Agreement or applicable law.

3.05 – Leased Premises

Operators shall lease or sublease an area of adequate and appropriate size, shape, and location to provide for the proposed Commercial Aeronautical Activities. The Airport Manager shall designate the specific Airport areas in which specific aeronautical services may be conducted, considering the nature and extent of the operation, the land and Improvements available, and the orderly and safe operation of the Airport. All construction or alteration of Improvements must be approved in advance by the Airport Manager and shall comply with all applicable building codes, FAA requirements (including 14 CFR Part 77), and City requirements. Operators shall maintain all Leased Premises, including all related appurtenances, landscaping, paved areas, and installed equipment, in a clean, neat, orderly, and fully operational condition, normal wear and tear excepted.

3.06 – Subleasing

If an Operator desires to sublease space to another Entity to provide one or more Commercial Aeronautical Activities, the Operator must obtain the written approval of the City. The sublessee must apply for and obtain a License to operate at the Airport and

must independently satisfy the applicable Minimum Standards for the proposed Commercial Aeronautical Activity.

3.07 – Products, Services, and Facilities

Consistent with Grant Assurance 22 (Economic Nondiscrimination), Operators shall: (a) provide products, services, and facilities on a reasonable and not unjustly discriminatory basis to all Airport users; and (b) charge reasonable and not unjustly discriminatory prices for each product, service, or facility. Operators may provide reasonable and nondiscriminatory discounts, rebates, or other similar price reductions to volume purchasers. Upon request, an Operator shall submit a schedule of its product, service, and facility pricing to the Airport Manager.

3.08 – Licenses, Permits, Certifications, and Ratings

Prior to engaging in any Commercial Aeronautical Activity, the Operator shall obtain and maintain, at its sole cost and expense, all licenses, permits, certifications, and ratings required by the FAA, TSA, the State of Colorado, the City, or any other governmental authority having jurisdiction. Copies of such documents shall be made available to the Airport Manager upon request.

3.09 – Personnel

Operators shall have in their employ, on duty, and immediately available during hours of activity, properly trained and qualified personnel in such numbers as are required to comply with these Minimum Standards and to meet the reasonable demands of customers for each of the Operator's activities. The Operator shall provide a responsible person authorized to act on its behalf, together with after-hours contact information, to the Airport Manager. This list shall be updated within five (5) business days of any change.

3.10 – Aircraft, Equipment, and Vehicles

Operators shall own, lease, or otherwise have access to aircraft, equipment, and vehicles sufficient to provide the applicable aeronautical services promptly on demand. All aircraft, equipment, and vehicles shall be maintained in safe operating condition and in compliance with applicable OSHA, state, and local safety standards.

3.11 – Hours of Activity

Operators' services shall be offered during hours that meet the reasonable demand of customers for the activities. Hours of activity and contact information for after-hours service shall be clearly posted in public view using appropriate and professional signage.

3.12 – Security

Operators shall comply with the Airport Security Program and all applicable requirements of 49 CFR Part 1542 and the Airport Rules and Regulations. Operators shall designate a primary and secondary security contact and provide 24-hour telephone numbers for both individuals to the Airport Manager. Operators are responsible for the compliance of their employees, vendors, agents, and invitees with the Airport Security Program.

3.13 – Insurance

Operators shall procure, maintain, and pay all premiums for insurance of the types and in the minimum amounts specified in Attachment A for each Commercial Aeronautical Activity conducted. All insurance companies shall be licensed to do business in the State of Colorado. All required insurance policies shall name the City of Pueblo and its officers, employees, and agents as additional insureds. Operators shall furnish certificates of insurance to the Airport Manager and shall provide not less than thirty (30) days' advance written notice to the Airport Manager of any cancellation, material change, or reduction in coverage. Lapse of required insurance coverage shall be grounds for denial of access to the Airport and may constitute a default under the Operator's Agreement. The Operator shall also furnish evidence of compliance with Colorado workers' compensation and unemployment insurance requirements, where applicable.

3.14 – Indemnification

Operators shall protect, defend, indemnify, and hold harmless the City, its officers, employees, and agents from and against any and all liabilities, losses, suits, claims, judgments, fines, or demands arising by reason of injury or death of any person or damage to any property, including all reasonable costs of investigation and defense, arising out of or incident to the Agreement, the use or occupancy of the Leased Premises, or the acts or omissions of the Operator, its officers, agents, employees, contractors, subcontractors, licensees, or invitees, regardless of where the injury, death, or damage may occur, unless caused by the sole negligence of the City. The City shall give the Operator reasonable notice of any claims or actions, and the Operator shall have the right to defend the same to the extent of its own interest. The obligations of this Section shall be subject to the limitations and immunities provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 et seq., as amended. The provisions of this Section shall survive the expiration or early termination of the Agreement.

3.15 – Environmental Compliance

Operators shall comply at all times with all applicable federal, state, and local environmental laws and regulations, including those administered by the United States Environmental Protection Agency, the Colorado Department of Public Health and Environment, and the City. No substances likely to impair the operation of sewage, stormwater, or drainage systems shall be placed therein, nor shall oils, greases, detergents, or other liquid wastes be disposed of by pouring on the ground. Operators engaged in fueling activities shall develop, maintain, and comply with a Spill Prevention, Control, and Countermeasure (SPCC) Plan meeting the requirements of 40 CFR Part 112. Operators shall comply with the Airport's Storm Water Management Plan and Spill Prevention Control and Countermeasure Plan as required by Section 3-1-2(I)(1) of the Pueblo Municipal Code.

3.16 – Right to Self-Service

In accordance with Grant Assurances 22 and 23, an aircraft owner or the aircraft owner's employees may perform Self-Service activities (including self-fueling, maintenance, repair, and cleaning) on the aircraft owner's own aircraft, using the aircraft owner's own

equipment and resources. Self-Service is not a Commercial Aeronautical Activity and is not subject to the commercial requirements of these Minimum Standards. Self-Service activities shall be conducted in compliance with the Airport Rules and Regulations and all applicable federal, state, and local laws and regulations. Self-Service activities may not be contracted out to a third party. Upon request, the aircraft owner shall provide proof (such as payroll records) that individuals engaging in Self-Service activities are employees of the aircraft owner. No Operator is required or obligated to allow an aircraft owner to engage in Self-Service activities on the Operator's exclusive Leased Premises.

3.17 – Through-the-Fence Operations

Through-the-Fence operations are prohibited at the Airport except as specifically authorized by the Airport Manager in accordance with Section 3-1-2(k) of the Pueblo Municipal Code. The City's obligation to make the Airport available for the use and benefit of the public does not require the City to permit ground access by aircraft from adjacent property.

3.18 – Multiple Activities

When more than one Commercial Aeronautical Activity is conducted by an Operator at the Airport, the minimum requirements shall vary depending upon the nature of each activity and combination of activities but shall not necessarily be cumulative. In cases of overlap, the highest applicable standard shall govern.

3.19 – Variance or Exemption

The Airport Manager may, but is not obligated to, approve variances or exemptions to these Minimum Standards when unique circumstances require. Requests for variance or exemption shall be submitted in writing to the Airport Manager and shall identify: (a) the specific provision for which the variance or exemption is sought; (b) the reason for the request; (c) the anticipated impact on the Airport, other Operators, and the public; and (d) the proposed duration. The Airport Manager shall issue a written decision within ninety (90) calendar days from receipt of a complete written request. The decision shall be reasonable, not unjustly discriminatory, and consistent with prior decisions involving similar circumstances. Approval of a variance or exemption shall apply only to the particular case for which it is granted and shall not amend or alter these Minimum Standards.

3.20 – Enforcement

In the event an Operator fails to comply with these Minimum Standards, the Airport Manager shall send a written notice of violation to the Operator at its last known address. The Operator shall have ten (10) business days from the date of receipt of the notice to provide a written statement to the Airport Manager explaining why the violation occurred and to advise the Airport Manager that the violation has been corrected. Failure to cure within the allotted time may result in suspension or revocation of the Operator's privileges. The Airport Manager may suspend an Operator's operations immediately, without prior notice, when necessary to protect public safety or Airport security.

3.21 – Appeals

Any Entity aggrieved by a decision of the Airport Manager under Sections 3.19 or 3.20 may appeal such decision in writing to the Director of Aviation within ten (10) business days after the decision is issued. The Director of Aviation shall respond in writing within ten (10) business days of receipt of the appeal, or within ten (10) business days after receipt of any additional information requested. The Director's written determination shall be final and conclusive. Unless the Entity's Agreement is suspended or revoked under Section 3.20, the Entity shall continue performance of its Agreement during the pendency of any appeal.

3.22 – Nondiscrimination

In accordance with Grant Assurance 22 (Economic Nondiscrimination) and Grant Assurance 30 (Civil Rights), all Operators shall: (a) furnish their accommodations and services on a fair, equal, and not unjustly discriminatory basis to all users thereof, and charge fair, reasonable, and not unjustly discriminatory prices for each unit or service; (b) conduct their operations in compliance with all requirements of Title VI of the Civil Rights Act of 1964, 49 CFR Part 21, 49 CFR Part 23, 49 CFR Part 26, and the Americans with Disabilities Act; and (c) ensure that no person shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination on the grounds of race, color, national origin (including limited English proficiency), creed, sex, age, or disability in connection with any Commercial Aeronautical Activity at the Airport.

Noncompliance with nondiscrimination requirements, after notice and a reasonable opportunity to cure, shall constitute a material breach of the Operator's Agreement and may result in termination of the Agreement by the City.

All Leases, Licenses, and Permits shall include the following notification in all solicitations for bids and requests for proposals: "The City of Pueblo, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex, age, or disability in consideration for an award."

3.23 – General Lease and License Provisions

All Leases and Licenses shall include provisions addressing: (a) operation of leased premises for the use and benefit of the public; (b) prohibition of exclusive rights; (c) the City's right to further develop the Airport; (d) the City's right to maintain the Airport; (e) a right of flight reservation for the passage of aircraft; (f) prohibition of Airport obstructions or hazards, including compliance with 14 CFR Part 77; (g) compliance with all applicable laws, including the Airport Security Program, Airport Certification Manual, and Airport Rules and Regulations; (h) the City's right of entry; (i) conditions of termination; (j) restrictions on assignment, including a requirement of prior written City consent; and (k) subordination to federal obligations, including existing and future agreements between

the City, the State of Colorado, and the United States relative to the development, operation, or maintenance of the Airport.

3.24 – Flying Clubs

A Flying Club that complies with this Section is exempt from the commercial requirements of these Minimum Standards. A Flying Club must be a nonprofit or not-for-profit entity. Each member must be a bona fide owner of an equal share of the club's aircraft or an equal stockholder. The club may not derive greater revenues from the use of its aircraft than the amount necessary for actual operation, maintenance, and replacement of its aircraft. Club aircraft may not be used for commercial operations, including flight instruction for compensation. The club shall file with the Airport Manager, and update annually, a complete set of organizational documents and a current membership list. Insurance shall be provided in the amounts specified in Attachment A. The City may review filed documents for evidence that a purported Flying Club is an attempt to evade these Minimum Standards. Violations not corrected within fifteen (15) days of written notice may result in any action deemed advisable by the City.

SECTION 4 – FIXED BASE OPERATOR

4.01 – Introduction

A Fixed Base Operator is an Entity maintaining facilities at the Airport for the purpose of providing multiple commercial aeronautical services, including: (a) the retail sale of aviation fuels; (b) aircraft line services; and (c) aircraft airframe and engine repair and maintenance services. An FBO may also engage in any SASO activity authorized in its Lease or License.

4.02 – Scope of Activity

An FBO shall provide the following services at a minimum: (a) the retail sale of aviation fuels (Jet A and 100LL or equivalent), lubricants, and related petroleum products; (b) aircraft parking, tie-down, and hangar storage; (c) crew and passenger lounge facilities, including public restrooms and telephone access; (d) loading, unloading, towing, and ground handling of aircraft; (e) de-icing service; (f) engine preheating; (g) aircraft starting and ground power services; (h) tire inflation and repair; (i) oxygen servicing; (j) flight planning resources; (k) properly trained attendants to direct aircraft to parking areas, tie down aircraft, fuel aircraft, and provide prompt and courteous line service; and (l) aircraft airframe and engine repair and maintenance services as described in Section 5.

4.03 – Leased Premises

An FBO shall lease an area adequate to accommodate its required services, including: (a) a permanent building of sufficient size to house FBO operations, including hangar space for aircraft maintenance and storage; (b) an additional area of not less than 2,500 square feet for general administration, passenger and crew area, restrooms, and telephone facilities; (c) an aircraft ramp area of adequate size adjacent to the FBO hangar and administrative building to handle aircraft parking, transient aircraft needs, and aircraft movement in and out of hangar areas; (d) adequate on-site automobile parking; and (e)

proper signage as approved by the Airport Manager. Restrooms shall be conveniently located, accessible to passengers and crews, free of charge, heated, and ventilated, and maintained in a clean and sanitary condition.

4.04 – Fuel Storage

The FBO shall maintain an adequate inventory of at least two grades of aviation fuel (Jet A and 100LL or equivalent). Minimum fuel storage capacity shall be established by the Airport Manager based on actual and anticipated demand at the Airport. The FBO shall maintain a current SPCC Plan and shall comply with AC 150/5230-4C, ATA Specification 103, and all applicable federal, state, and local fuel handling regulations. Fuel quality control is the responsibility of the FBO. The FBO shall maintain current fuel quality reports on file and shall make them available for inspection by the Airport Manager at any time.

4.05 – Fueling Reports

The FBO shall submit monthly fuel dispensing reports to the Airport Manager in such form and detail as the Airport Manager may require.

4.06 – Fueling Equipment

The FBO shall provide mobile or fixed fuel dispensing equipment with metered, filtered dispensers for each grade of fuel offered, capable of servicing all types of general aviation aircraft in an efficient and safe manner. Separate dispensing equipment for each grade of fuel is required. All fueling equipment shall comply with NFPA 407, applicable fire codes, and all federal, state, and local laws and regulations pertaining to fire safety. The FBO shall install and use adequate electrical grounding facilities at fueling locations and shall provide approved types of fire extinguishers commensurate with the hazards involved. All FBO fueling services and systems shall be subject to inspection by the Airport Manager and the appropriate state and local fire authority.

4.07 – Other Vehicles and Equipment

The FBO shall have at least: (a) one aircraft tug or vehicle capable of providing towing services for the typical aircraft using the Airport; (b) one ground power unit; (c) one de-icing unit; (d) proper equipment for repairing and inflating aircraft tires, servicing struts, changing engine oil, servicing oxygen systems, washing aircraft, and recharging or energizing discharged aircraft batteries; and (e) adequate tie-down equipment, including ropes, chains, restraining devices, and wheel chocks. All equipment shall be maintained and operated in compliance with OSHA and applicable state and local safety standards.

4.08 – Hours of Activity

The FBO shall provide services from dawn to dusk, seven days per week, and shall be available on call at all other times. Sales of fuel and lubricants and into-plane delivery of aviation fuels shall be available at a minimum from dawn to dusk, seven days per week, and on call at all other times.

4.09 – Employees

The FBO shall employ and have on duty during all operating hours trained personnel in such numbers as are required to meet the Minimum Standards in an efficient manner for each aeronautical service being performed. The FBO shall have available or on call at least one (1) FAA-certificated airframe and powerplant mechanic during regular business hours, not less than eight (8) hours per day, five (5) days per week. The FBO shall provide trained line service personnel during all operating hours.

4.11 – Aircraft Removal

The FBO shall be prepared and have personnel trained, along with necessary equipment, to assist in the removal of disabled aircraft from Airport movement areas as directed by the Airport Manager.

4.12 – Insurance

The FBO shall procure and maintain insurance in the types and minimum amounts specified in Attachment A for Fixed Base Operators.

SECTION 5 – AIRCRAFT MAINTENANCE OPERATOR (SASO)

5.01 – Introduction

An Aircraft Maintenance Operator is an Entity providing one or a combination of airframe and powerplant repair services.

5.02 – Leased Premises

An Aircraft Maintenance Operator shall lease or sublease an area adequate to provide hangar space for at least one (1) aircraft upon which maintenance is being performed, shop space to house required equipment, and additional space for office, restrooms, customer lounge, and telephone facilities. On-site automobile parking and a paved aircraft apron, all within the Leased Premises, shall be provided.

5.03 – Licenses and Certification

The Operator shall maintain all FAA certificates, repair station certificates, and ratings applicable to the operations conducted. The Operator shall have in its employ, and on duty during operating hours, at least one (1) person currently certificated by the FAA with ratings appropriate to the work being performed.

5.04 – Employees

The Operator shall have in its employ trained personnel in such numbers as are required to meet the Minimum Standards in an efficient manner, but not less than one (1) FAA-certificated mechanic with ratings appropriate to the work being performed.

5.05 – Equipment

The Operator shall provide sufficient equipment, supplies, and availability of parts equivalent to that required for certification as an FAA-approved repair station.

5.06 – Hours of Activity

The Operator shall have its services available at least eight (8) hours per day, five (5) days per week. Hours of operation shall be posted.

5.07 – Insurance

The Operator shall procure and maintain insurance in the types and minimum amounts specified in Attachment A for AIRCRAFT MAINTENANCE OPERATOR.

SECTION 6 – AVIONICS AND INSTRUMENT MAINTENANCE OPERATOR (SASO)

6.01 – Introduction

An Avionics and Instrument Maintenance Operator is an Entity providing FAA-certified repair and installation services for aircraft radios, avionics, instruments, propellers, and accessories.

6.02 – Leased Premises

The Operator shall lease or sublease an area adequate to provide hangar space for at least one (1) aircraft, shop space for required equipment, and additional space for office, restrooms, customer lounge, and telephone facilities.

6.03 – Licenses and Certification

The Operator shall maintain the FAA repair station certificates applicable to the operations contemplated. The avionics portion of the services offered must maintain current FAA-designated repair station qualifications.

6.04 – Employees

The Operator shall have in its employ, and on duty during operating hours, trained personnel currently certificated by the FAA as radio, instrument, or propeller repairmen in such numbers as required.

6.05 – Hours of Activity

The Operator shall have its services available at least eight (8) hours per day, five (5) days per week.

6.06 – Insurance

The Operator shall procure and maintain insurance in the types and minimum amounts specified in Attachment A for AVIONICS AND INSTRUMENT MAINTENANCE OPERATOR.

SECTION 7 – AIRCRAFT RENTAL OR FLIGHT TRAINING OPERATOR (SASO)

7.01 – Introduction

An Aircraft Rental or Flight Training Operator is an Entity engaged in the rental of aircraft to the public or in providing flight instruction, including dual and solo flight operations and related ground school instruction.

7.02 – Leased Premises

The Operator shall lease or sublease hangar space adequate to store the aircraft used in its operations. If the Operator elects to build a hangar, the minimum building shall be 1,000 square feet, with space for aircraft storage, office, classroom, briefing room, restrooms, and telephone facilities. Ground school and briefing/debriefing may be provided off-Airport or in leased hangars with permission of the Airport Manager but may not be provided in public areas of the Airport.

7.03 – Licenses and Certification

The Operator shall have available, on a full-time basis, at least one (1) flight instructor currently certificated by the FAA to provide the type of flight training offered. Flight training programs operating under 14 CFR Part 141 shall maintain all required FAA approvals.

7.04 – Employees

The Operator shall have available at least one (1) FAA-certificated flight instructor and, on call on a part-time basis, at least one (1) FAA-certificated ground instructor. The same person may serve both functions.

7.05 – Equipment

The Operator shall have available for use, either owned or under written lease, a sufficient number of properly certificated aircraft to handle the proposed scope of operations, but not less than one (1) properly certificated aircraft.

7.06 – Hours of Activity

The Operator shall have published hours of operation.

7.07 – Insurance

The Operator shall procure and maintain insurance in the types and minimum amounts specified in Attachment A for AIRCRAFT RENTAL OR FLIGHT TRAINING OPERATOR.

SECTION 8 – AIRCRAFT SALES OPERATOR (SASO)

8.01 – Introduction

An Aircraft Sales Operator is an Entity engaged in the sale of new or used aircraft through franchise, dealership, distributorship, or otherwise, and providing such repair, services, and parts as necessary to meet any guarantee or warranty on aircraft sold.

8.02 – Leased Premises

The Operator shall lease or sublease an area adequate to provide hangar space for aircraft display and storage, and additional space for office, restrooms, customer lounge, and telephone facilities.

8.03 – Equipment

The Operator shall provide necessary arrangements for the repair and servicing of aircraft for the duration of any sales guarantee or warranty period, which may be provided through written agreement with an on-Airport maintenance operator. The Operator shall provide an adequate inventory, or availability within 24 hours, of spare parts for the type of aircraft for which sales privileges are granted.

8.04 – Hours of Activity

The Operator shall have its services available on a basis consistent with demand and any applicable franchise agreement.

8.05 – Insurance

The Operator shall procure and maintain insurance in the types and minimum amounts specified in Attachment A for AIRCRAFT SALES OPERATOR.

SECTION 9 – AIRCRAFT STORAGE OPERATOR (SASO)

9.01 – Introduction

An Aircraft Storage Operator is an Entity that leases hangar or covered storage space from the City and makes such space available to third parties for aircraft storage on a commercial basis. An Aircraft Storage Operator does not provide maintenance, fueling, or other aeronautical services other than storage.

9.02 – Leased Premises

The Operator shall lease an area adequate to provide covered aircraft storage for the number and type of aircraft the Operator proposes to accommodate.

9.03 – Hours of Activity

The Operator’s facilities shall be accessible to tenants during hours that meet the reasonable demands of the storage operation.

9.04 – Insurance

The Operator shall procure and maintain insurance in the types and minimum amounts specified in Attachment A for AIRCRAFT STORAGE OPERATOR.

SECTION 10 – AIRCRAFT CHARTER OR MANAGEMENT OPERATOR (SASO)

10.01 – Introduction

An Aircraft Charter or Management Operator is an Entity providing air transportation of persons or property for hire on a charter, air taxi, or aircraft management basis, as defined and regulated by the FAA under 14 CFR Part 135.

10.02 – Leased Premises

The Operator shall lease or sublease an area adequate to provide hangar space for the aircraft used in its operations, and additional space for office, restrooms, customer lounge, and telephone facilities.

10.03 – Licenses and Certification

The Operator shall hold and maintain a current FAA Air Carrier Certificate (Part 135) or equivalent authorization for the operations conducted.

10.04 – Employees

The Operator shall have in its employ sufficient qualified operating crews and satisfactory ground personnel for checking in and ticketing passengers, handling luggage, and furnishing or arranging ground transportation.

10.05 – Equipment

The Operator shall have available for hire, either owned or under written lease, at least one (1) aircraft properly certificated and equipped for the proposed scope of operations.

10.06 – Hours of Activity

The Operator shall have published hours of activity.

10.07 – Insurance

The Operator shall procure and maintain insurance in the types and minimum amounts specified in Attachment A for AIRCRAFT CHARTER OR MANAGEMENT OPERATOR.

SECTION 11 – OTHER SPECIALIZED AERONAUTICAL SERVICE OPERATOR (SASO)

11.01 – Introduction

This Section applies to any Commercial Aeronautical Activity not specifically addressed in Sections 5 through 10, including but not limited to: nonstop sightseeing flights, crop dusting, seeding, or spraying, banner towing and aerial advertising, aerial photography or survey, power line or pipeline patrol, firefighting, and any other commercial aeronautical operations.

11.02 – Leased Premises

The Operator shall lease or sublease an area adequate for its proposed operations, including sufficient hangar space for the aircraft and support equipment to be used, and additional space for office, restrooms, and telephone facilities.

11.03 – Licenses and Certification

The Operator shall obtain and maintain all FAA certificates and ratings required for the type of operations conducted.

11.04 – Employees

The Operator shall have in its employ trained personnel in such numbers as required to meet the Minimum Standards in an efficient manner.

11.05 – Equipment

The Operator shall provide and have based on its Leased Premises, either owned or under written lease, not less than one (1) airworthy aircraft suitably equipped for the type of operations to be performed. In the case of aerial application or other commercial use of chemicals, the Operator shall provide a centrally drained, paved area for all aircraft loading, unloading, washing, and servicing, constructed and operated in compliance with all applicable environmental laws and regulations. The Operator shall provide for the safe storage and containment of all chemical materials.

11.06 – Hours of Activity

The Operator shall have its services available during hours that meet the reasonable demand of customers.

11.07 – Insurance

The Operator shall procure and maintain insurance in the types and minimum amounts specified in Attachment A for OTHER SPECIALIZED AERONAUTICAL SERVICE OPERATOR.

SECTION 12 – COMMERCIAL AERONAUTICAL SERVICE PROVIDER PERMITS

12.01 – Introduction

This Section allows limited Commercial Aeronautical Activities to be conducted under a Commercial Aeronautical Service Provider Permit by individuals who do not maintain a leasehold interest at the Airport. The Permit process is strictly limited by the terms of these Minimum Standards, shall be evaluated on an ongoing basis by the City in light of the City's airport development goals and the Grant Assurances, and may be terminated by the City if the City determines that the Permit process conflicts with its airport development goals, the Grant Assurances, or FAA guidance.

12.02 – Flight Instruction Permits

A flight instructor may obtain a Permit to provide flight instruction at the Airport, subject to the following conditions: (a) the instructor must apply to the Airport Manager and provide proof of current FAA flight instructor certification and proof of insurance in the minimum amounts specified in Attachment A; (b) the instructor must pay the required Permit fee as established by the City; (c) flight instruction under a Permit is limited to a maximum of one

hundred (100) hours per year of flight time, measured by Hobbs meter reading, per individual instructor; (d) ground school and briefing/debriefing may be provided on or off Airport, but may not be provided in public areas of the Airport and may be provided in leased hangars only with permission of the Airport Manager; (e) each instructor holding a Permit shall allow the Airport Manager to inspect logbooks periodically to verify compliance with the hour limitation; and (f) the Permit does not create any property right or other right in the Airport and is fully revocable by the City.

12.03 – Aircraft Mechanic Permits

An aircraft mechanic may obtain a Permit to provide aircraft mechanic services at the Airport, subject to the following conditions: (a) the mechanic must apply to the Airport Manager and provide proof of current FAA certification appropriate to the proposed work and proof of insurance in the minimum amounts specified in Attachment A; (b) the mechanic must pay the required Permit fee as established by the City; (c) services under a Permit are limited to a maximum of one hundred (100) hours per year per individual mechanic, performed in an area approved on a case-by-case basis by the Airport Manager; (d) each mechanic holding a Permit must provide notice to the Airport Manager when beginning and completing work under the Permit; (e) painting of aircraft, services requiring use of hazardous substances or noxious chemicals, or any service involving risk of fire, explosion, or environmental damage may not be performed under a Permit unless performed by a Permit holder working under a subcontract with an FBO or SASO on that Operator's Leased Premises; (f) failure to notify the Airport Manager before beginning work constitutes noncompliance and is cause for revocation or suspension of the Permit; and (g) the Permit does not create any property right or other right in the Airport and is fully revocable by the City.

12.04 – Ground Handling Services Permits

A commercial Entity may obtain a Permit to provide ground handling services at the Airport, including both above-wing passenger services and below-wing aircraft services, subject to the following conditions: (a) the Entity must apply to the Airport Manager, identifying the categories of services to be provided and providing proof of insurance in the minimum amounts specified in Attachment A; (b) the Entity must pay the required Permit fee as established by the City; (c) the Entity shall coordinate ramp operations with the FBO and any other ground handling provider servicing the same Aircraft and shall not interfere with the operations of other Airport tenants; (d) the Permit does not authorize aircraft fueling, deicing fluid application, or Aircraft maintenance, each of which requires a separate authorization; (e) failure to comply with the conditions of the Permit is cause for suspension or revocation; and (f) the Permit does not create any property right or other right in the Airport and is fully revocable by the City.

12.05 – General Permit Conditions

Permits do not establish any right to provide aeronautical services through-the-fence. The City may terminate the Permit program at any time if the City determines, in its sole discretion, that the program conflicts with the City's airport development goals, the Grant Assurances, or if the FAA advises the City that such a conflict exists.

ATTACHMENT A
SCHEDULE OF MINIMUM INSURANCE REQUIREMENTS

All limits are per occurrence unless otherwise stated. The City of Pueblo, its officers, employees, and agents shall be named as additional insured on all policies except workers' compensation.

A. FIXED BASE OPERATOR

Commercial General Liability: $[5,000,000] CSL

Aircraft Liability (including passengers): $[5,000,000] CSL

Hangarkeeper's Liability: $[5,000,000] per occurrence

Products and Completed Operations Liability: $[5,000,000]

Pollution/Environmental Liability: $[2,000,000]

Business Automobile Liability: $[5,000,000] CSL

Workers' Compensation: Statutory

Property Insurance: 80% of full insurable value (buildings and contents)

B. AIRCRAFT MAINTENANCE OPERATOR

Commercial General Liability: $[2,000,000] CSL

Hangarkeeper's Liability: $[2,000,000]

Products and Completed Operations Liability: $[2,000,000]

Business Automobile Liability: $[5,000,000] CSL

Workers' Compensation: Statutory

C. AVIONICS/INSTRUMENT MAINTENANCE OPERATOR

Commercial General Liability: $[2,000,000] CSL

Hangarkeeper's Liability: $[1,000,000]

Products and Completed Operations Liability: $[2,000,000]

Business Automobile Liability: $[5,000,000] CSL

Workers' Compensation: Statutory

D. AIRCRAFT RENTAL OR FLIGHT TRAINING OPERATOR

Commercial General Liability: $[2,000,000] CSL

Aircraft Liability (including passengers and students): $[2,000,000] CSL

Hangarkeeper’s Liability: $[1,000,000]
Workers’ Compensation: Statutory

E. AIRCRAFT SALES OPERATOR

Commercial General Liability: $[2,000,000] CSL
Aircraft Liability: $[2,000,000] CSL
Hangarkeeper’s Liability: $[1,000,000]
Products Liability: $[1,000,000]

F. AIRCRAFT STORAGE OPERATOR

Commercial General Liability: $[2,000,000] CSL
Hangarkeeper’s Liability: $[2,000,000]
Property Insurance: 80% of full insurable value

G. AIRCRAFT CHARTER OR MANAGEMENT OPERATOR

Commercial General Liability: $[2,000,000] CSL
Aircraft Liability (including passengers): $[5,000,000] CSL
Hangarkeeper’s Liability: $[1,000,000]
Business Automobile Liability: $[5,000,000] CSL
Workers’ Compensation: Statutory

H. OTHER SPECIALIZED AERONAUTICAL SERVICE OPERATOR

Commercial General Liability: $[2,000,000] CSL
Aircraft Liability: $[2,000,000] CSL
Hangarkeeper’s Liability: $[1,000,000]
Products Liability (if applicable): $[1,000,000]
Pollution/Environmental Liability (if applicable): $[1,000,000]
Workers’ Compensation: Statutory

I. COMMERCIAL AERONAUTICAL SERVICE PROVIDER PERMIT HOLDERS

Aircraft Liability (including passengers/students): $[1,000,000] CSL
Commercial General Liability: $[1,000,000] CSL

J. FLYING CLUBS

Aircraft Liability (including passengers; club members must be named insured): $[1,000,000] CSL

K. MOTOR VEHICLE OPERATIONS ON AIRPORT

Motor Vehicle Liability: $[1,000,000] CSL

L. GROUND HANDLING SERVICES PERMIT HOLDERS

Commercial General Liability (with aviation hazards endorsement): $[5,000,000] CSL

Business Automobile Liability: $[5,000,000] CSL

Aircraft Ground Servicing Liability (damage to non-owned Aircraft during servicing): $[5,000,000] per occurrence

Workers' Compensation: Statutory

ATTACHMENT B

COMMERCIAL AERONAUTICAL ACTIVITY APPLICATION

Applicants seeking to conduct Commercial Aeronautical Activities at Pueblo Memorial Airport shall complete this application and submit it to the Airport Manager. All fields must be completed. Incomplete applications will be returned.

1. Applicant name, address, telephone number, email:

_____

2. Legal form of organization (individual, partnership, LLC, corporation, etc.):

_____

3. If a business entity: names, addresses, and telephone numbers of all officers, directors, partners, members, or managers, and all persons holding an ownership interest of 10% or greater:

_____

4. Description of the proposed Commercial Aeronautical Activity (identify applicable Section of the Minimum Standards):

_____

5. Proposed commencement date and requested term:

_____

6. Description of the land, buildings, and Improvements proposed to be leased or constructed:

_____

7. Number and type of aircraft to be provided (if applicable):

_____

8. Number and qualifications of personnel to be employed:

_____

9. Proposed hours of operation:

_____

10. Types and amounts of insurance coverage to be maintained:

_____

11. Evidence of financial capability (attach cash flow and profit/loss projection for the first three years of proposed operation):

_____

12. Statement of prior experience in the management and operation of the proposed services:

_____

13. If any person or entity with an ownership or management interest in the applicant has a direct or indirect interest in any other commercial operation at the Airport, provide complete information about the nature and extent of such interest:

_____

14. Additional information (attach additional sheets as necessary):

_____

I certify that the information provided in this application is true and correct to the best of my knowledge.

_____ _____

Signature of Applicant Date

_____

Printed Name and Title

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: June 22, 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 ESTABLISHING A SCHEDULE OF RATES, CHARGES, AND PENALTIES FOR PUEBLO MEMORIAL AIRPORT (KPUB) AND REPEALING ORDINANCE NO. 10811

SUMMARY:

Attached is a proposed Ordinance establishing a comprehensive Schedule of Rates, Charges, and Penalties for Pueblo Memorial Airport. The Schedule sets rates for aircraft landing fees, terminal building space, T-hangar and airside land leases, public parking, security access credentialing, security violation fines, and miscellaneous Airport fees. It also establishes general payment terms, a late charge and interest structure, and a CPI-based annual adjustment mechanism. This Ordinance also repeals Ordinance No. 10811 (adopted October 15, 2024, effective January 1, 2025), which established T-hangar and storage unit rental rates for the facility at 31501 Bryan Circle.

The rates set forth in the attached Schedule were benchmarked against four comparable Colorado airports: Grand Junction Regional Airport; Northern Colorado Regional Airport; Rocky Mountain Metropolitan Airport; and Cortez Municipal Airport. All proposed rates are consistent with or below the median rates at comparable airports and are designed to be reasonable pursuant to FAA Grant Assurance 22 while advancing Airport self-sustainability pursuant to FAA Grant Assurance 24.

PREVIOUS COUNCIL ACTION:

Resolution No. 12227, adopted September 12, 2011, effective October 1, 2011, is the current operative fee authority for Pueblo Memorial Airport. Resolution No. 12227 repealed Resolution Nos. 9389 (September 10, 2001) and 9820 (March 24, 2003) in their entirety and established landing fees, terminal building use fees, parking fees, T-hangar rental rates, conference room fees, and badging fees. Those rates have not been comprehensively updated since 2011.

Ordinance No. 10811, adopted October 15, 2024, effective January 1, 2025, subsequently established T-hangar rates for the City-owned hangar at 31501 Bryan Circle at $265.00 per month for T-hangars and $200.00 per month for the storage unit, with a five-year CPI adjustment commencing January 1, 2029. Ordinance No. 10811 also purported to repeal Resolution No. 9389, which had already been repealed by Resolution No. 12227 in 2011.

No prior Council action has established a comprehensive airside land lease rate schedule, security violation fines, or an annual CPI adjustment mechanism applicable to Airport rates generally.

BACKGROUND:

Pueblo Memorial Airport is operated under the authority of Pueblo Municipal Code Title III, Chapter 1. The Director of Aviation administers the Airport and is authorized under PMC Section 3-1-6(g) to collect fees and charges for Airport use, subject to City Council approval. The Airport's fee structure has been set through a series of individual resolutions and one ordinance over more than two decades rather than through a single comprehensive schedule, creating inconsistency across user classes and leaving significant fee categories unaddressed.

49 U.S.C. Section 47107(a)(13) requires the City, as an FAA Airport Improvement Program (AIP) grant recipient, to maintain a fee and rental structure that makes the Airport as self-sustaining as possible under prevailing conditions. FAA Grant Assurance 24 further imposes this obligation on all AIP grant sponsors. Grant Assurance 22 independently requires that all aeronautical user fees be fair, reasonable, and not unjustly discriminatory among similarly situated users.

The attached Schedule formalizes rates across seven categories of Airport use. The proposed landing fees (Contract Rate for commercial signatory carriers; $3.00 per 1,000 lbs. Maximum Gross Landing Weight for non-signatory, charter, and $2.00 per 1,000 lbs. Maximum Gross Landing Weight general aviation above 12,500 lbs.) represent an increase over Resolution No. 12227's rates ($0.75/$1.00 per 1,000 lbs. MGLW), which are among the lowest at any commercial service airport in Colorado. The Schedule lowers the minimum gross landing weight threshold for landing fee applicability from 25,000 pounds to 12,500 pounds. General aviation aircraft at or below 12,500 pounds MGLW remain fully exempt.

T-hangar rates are increased from their current levels to begin narrowing the gap with comparable airports, where T-hangar rates range from $332 per month to over $700 per month. The Bryan Circle T-hangar moves from $265.00 per month (set by Ordinance No. 10811) to $285.00 per month effective July 1, 2027; the Bryan Circle storage unit moves from $200.00 to $215.00 per month. The Schedule also establishes, for the first time, security violation fines assessed on a progressive basis for violations of Airport security rules and regulations.

Repealing Ordinance No. 10811 within this Ordinance eliminates the potential for conflicting rate authority between the prior ordinance and the comprehensive Schedule.

Rates for the Bryan Circle facility will be governed exclusively by the Schedule going forward. Existing leases executed under Ordinance No. 10811 are not impaired and remain in effect according to their express terms until expiration or renegotiation.

FINANCIAL IMPLICATIONS:

Adoption of this Ordinance establishes the legal authority for the City to collect Airport rates and charges in the amounts set forth in the Schedule. The increase in landing fees and the upward adjustment of T-hangar rates are each expected to modestly increase Airport revenues over current levels; specific revenue projections will depend on operational volumes in each category. The Bryan Circle T-hangar rate increase from $265.00 to $285.00 per month across nine units produces $30,780.00 annually, compared to $28,620.00 under Ordinance No. 10811, an increase of $2,160.00 per year. The storage unit increase from $200.00 to $215.00 per month produces an additional $180.00 per year. The CPI adjustment mechanism will allow rates to track inflation annually without further Council action. All Airport revenues collected under the Schedule are subject to FAA Grant Assurance 25 and Pueblo Municipal Code Section 3-1-7, and must be deposited into the Airport's dedicated fund and used for Airport purposes.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance

STAKEHOLDER PROCESS:

Not applicable to this Ordinance

ALTERNATIVES:

If this Ordinance is not approved, Pueblo Memorial Airport will continue to operate without a Council-adopted comprehensive Schedule of Rates and Charges. This creates ongoing exposure under FAA Grant Assurance 24's self-sustainability mandate. It also limits the City's ability to enforce payment obligations and late charges on a consistent, legally defensible basis across all categories of Airport users. The existing patchwork of individual resolutions and Ordinance No. 10811, none of which have been updated to reflect market conditions or inflation, will continue to generate inconsistency and undermine the Airport's revenue position. Ordinance No. 10811 will remain on the books, creating potential ambiguity as to the applicable rate authority for the Bryan Circle facility.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. Rates and Charges 2026 07 13 FINAL

ORDINANCE NO.

AN ORDINANCE ESTABLISHING A SCHEDULE OF RATES, CHARGES, AND PENALTIES FOR PUEBLO MEMORIAL AIRPORT (KPUB) AND REPEALING ORDINANCE NO. 10811

WHEREAS, the City of Pueblo, Colorado ("City") is the owner and operator of Pueblo Memorial Airport ("Airport" or "KPUB") located in Pueblo, Colorado; and

WHEREAS, the City of Pueblo is a home rule municipality organized and existing under Article XX of the Colorado Constitution, which vests in home rule municipalities plenary authority over matters of local concern, including the ownership, operation, and administration of municipal airports and the imposition of fees and charges for the use of municipal facilities and services; and

WHEREAS, Section 3-17 of the Pueblo City Charter requires that every act of the City Council establishing any rule or regulation for the violation of which a penalty is imposed shall be by ordinance; and

WHEREAS, Section 41-4-201, C.R.S., authorizes the city councils of Colorado municipalities to acquire, establish, own, operate, and regulate airports; and Section 41-4-204, C.R.S., authorizes such municipalities to exact and require charges, fees, and tolls, together with a lien to enforce their payment, in connection with the operation and maintenance of airports; and

WHEREAS, Title III, Chapter 1 of the Pueblo Municipal Code establishes the legal framework governing operations at the Airport and vests authority in the Director of Aviation to manage Airport operations and enforce applicable rules, regulations, and charges; and

WHEREAS, 49 U.S.C. Section 47107(a)(13) (codified as FAA Grant Assurance 24, Fee and Rental Structure), requires the City, as an airport sponsor that has accepted Airport Improvement Program (AIP) grant funds, to maintain a fee and rental structure for the facilities and services at the Airport that will make the Airport as self-sustaining as possible under the circumstances existing at the Airport, taking into account such factors as the volume of traffic and economy of collection; and

WHEREAS, federal law, 49 U.S.C. Section 40116(e)(2), recognizes the right of an airport proprietor to impose reasonable rental charges, landing fees, and other service charges from aircraft operators for using airport facilities; and

WHEREAS, FAA Grant Assurance 22 (Economic Nondiscrimination) requires that all fees imposed on aeronautical users be fair, reasonable, and not unjustly discriminatory among similarly situated users; and

WHEREAS, the City Council adopted Resolution No. 12227 on September 12, 2011, effective October 1, 2011, which established certain fees at the Airport and repealed Resolution Nos. 9389 and 9820; Resolution No. 12227 constitutes the operative fee authority for the Airport for all fee categories except the Bryan Circle T-hangar and storage unit, which are governed by Ordinance No. 10811 (adopted October 15, 2024, effective January 1, 2025); and

WHEREAS, the rates established by Resolution No. 12227 have not been comprehensively updated since 2011 and no longer reflect the cost of Airport operations, current market conditions at comparable Colorado airports, or the full range of fee categories necessary to make the Airport as self-sustaining as possible consistent with Grant Assurance 24; and

WHEREAS, the attached Schedule of Rates and Charges establishes security violation fines assessed on a progressive basis for violations of Airport security rules and regulations; because such fines constitute penalties for the violation of rules and regulations, Section 3-17 of the City Charter requires that they be adopted by ordinance; and

WHEREAS, the attached Schedule of Rates and Charges is designed to: (i) compensate the City for its costs to accommodate Airport tenants and users; (ii) make the Airport as financially self-sustaining as possible consistent with Grant Assurance 24; (iii) capture a fair return from persons and entities accessing the Airport for commercial purposes; and (iv) maintain rates that are reasonable and competitive with airports of comparable size and activity; and

WHEREAS, all revenues collected under this Schedule shall be deposited into the Airport's dedicated fund and used exclusively for the capital or operating costs of Pueblo Memorial Airport or other permitted airport purposes, consistent with FAA Grant Assurance 25 (Airport Revenues) and Pueblo Municipal Code Section 3-1-7; and

WHEREAS, maintaining Ordinance No. 10811 alongside the comprehensive Schedule would create ambiguity as to the operative rate authority for the 31501 Bryan Circle facility, and formal repeal of Ordinance No. 10811 is necessary to eliminate that ambiguity and ensure a single, consistent rate structure governs all Airport fees. NOW, THEREFORE,

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

SECTION 1.

The City Council hereby adopts the attached Schedule of Rates and Charges for Pueblo Memorial Airport (the "Schedule"), attached hereto as Exhibit A and incorporated herein by this reference.

SECTION 2.

The attached Schedule shall apply, without limitation, to the following categories of Airport tenants and users: Air Carriers; General Aviation Aircraft Operators; Fixed Base Operators (FBOs); Aircraft Ground Service Operators; Hangar and Airside Lessees; Terminal Building Tenants; and all other users of Airport facilities, supplies, and services.

SECTION 3.

The Schedule shall be implemented and imposed as follows: (a) the applicable rates and charges shall be incorporated within any and all leases, licenses, permits, contracts, and other agreements entered into on or after the effective date hereof; (b) applicable rates and charges shall apply to any existing lease, license, permit, contract, or other agreement that explicitly requires the tenant or user to pay rates and charges as established by the City Council; and (c) applicable rates and charges shall apply to any user of the Airport conducting an activity covered by the Schedule who does not operate pursuant to a lease, license, permit, contract, or other agreement with the City.

SECTION 4.

The terms of this Ordinance and the attached Schedule shall not apply in any manner that presents an irreconcilable conflict with the express terms of an existing lease, license, permit, contract, or other agreement between the City and an Airport tenant or user.

SECTION 5.

This Schedule is not intended to be exclusive or exhaustive. The City reserves the right to charge for items not covered by this Schedule, including without limitation recovery for damage to the Airport and fines and penalties for violation of Airport rules and regulations.

SECTION 6.

The Director of Aviation is authorized and directed to administer, enforce, and publish the Schedule of Rates and Charges in accordance with its terms, and to make the Schedule publicly available on the Airport website. Annual adjustments made pursuant to Section 1.8 of the Schedule (CPI-based adjustments) may be implemented by the Director of Aviation without a new Council ordinance or resolution, unless the City Council determines otherwise. The Director of Aviation shall publish any such adjustment on the Airport website no later than thirty (30) days prior to its effective date.

SECTION 7.

The attached Schedule of Rates and Charges shall continue in effect unless and until superseded by a further ordinance or resolution adopted by the City Council.

SECTION 8.

This Ordinance supersedes, to the extent of any conflict, the rates established by Resolution No. 12227 (adopted September 12, 2011). Resolution No. 12227 is hereby repealed.

SECTION 9.

Ordinance No. 10811, adopted by the City Council of Pueblo on October 15, 2024, and entitled "An Ordinance Amending T-Hangar and Storage Unit Rental Rates at 31501 Bryan Circle at the Pueblo Memorial Airport, in the City and County of Pueblo, and Repealing Resolution 9389," is hereby repealed in its entirety, effective on the date this Ordinance becomes effective. Rates for T-hangars and the storage unit at 31501 Bryan Circle shall be governed exclusively by the Schedule adopted in Section 1 of this Ordinance. Nothing in this Ordinance shall be construed to impair the obligations of any existing lease or rental agreement between the City and a tenant of the 31501 Bryan Circle facility that was executed in accordance with the rates established by Ordinance No. 10811 prior to the effective date of this Ordinance; such agreements shall remain in effect according to their express terms until expiration or renegotiation.

SECTION 10.

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, including without limitation updating any published rate schedules and notifying tenants of the 31501 Bryan Circle facility of the change in governing rate authority.

SECTION 11.

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

EXHIBIT A

SCHEDULE OF RATES AND CHARGES

PUEBLO MEMORIAL AIRPORT (KPUB)

Effective July 13, 2026

SECTION 1. GENERAL TERMS

1.1 Scope

This Schedule applies to all users of Pueblo Memorial Airport ("Airport"), including tenants, lessees, permittees, concessionaires, aircraft operators, and all other persons or entities using Airport facilities, services, or airspace, except as otherwise expressly provided in a written agreement approved by the City of Pueblo ("City").

1.2 Payment Terms

All fees and charges are due and payable within thirty (30) days of receipt of an invoice, bill, or other notice of payment obligation, unless a written agreement with the City specifies different terms.

1.3 Late Charge and Interest

Unless otherwise agreed upon through a Lease or Agreement, any fee or charge not paid when due shall be subject to a late charge of fifty dollars ($50.00). In addition, unpaid amounts shall accrue interest at the rate of eight percent (8%) per annum from the original due date until receipt of payment. Returned checks or dishonored electronic payments may constitute a late payment if the payment is not resolved prior to the date in which the original payment was due. Partial payments shall be applied first to late charges, then to accrued interest, then to principal.

1.4 Payment Address

All payments shall be made to: City of Pueblo, Director of Aviation, Pueblo Memorial Airport, 31201 Bryan Circle Suite 200, Pueblo, Colorado 81001, unless the Director of Aviation directs otherwise in writing.

1.5 Inspection of Books and Records

The City reserves the right to inspect books and records of Airport tenants, operators, and users for the limited purpose of verifying proper calculation and payment of rates and charges imposed under this Schedule.

1.6 Remedies for Nonpayment

If any person or entity fails to pay rates and charges when due, the City may pursue all remedies available under law and equity, including without limitation: recovery of all amounts due with interest; incidental and consequential damages and attorney’s fees; termination of any lease, license, permit, or agreement; retention of security deposits; suit for specific performance, injunctive relief, or money damages; and denial of continued access to Airport facilities pending cure.

1.7 Airport Damage

Airport users are liable for all damage to Airport property caused by the user or its officers, agents, employees, contractors, subcontractors, representatives, customers, guests, or parties acting under the user's direction or control, ordinary wear and tear excepted.

1.8 Annual CPI Adjustment

Unless otherwise provided in a written agreement with the City, all rates and charges in this Schedule shall be adjusted annually, effective January 1 of each year, by the percentage change in the Consumer Price Index for All Urban Consumers (CPI-U),using the most recent 12-month period for which data is available prior to October 1 of the preceding year. If the CPI-U is negative in any year, rates shall remain unchanged for that adjustment period. If the CPI-U is discontinued or substantially altered, the City shall substitute a comparable index published by the U.S. Bureau of Labor Statistics.

1.9 Reservation of Rights

This Schedule is not exhaustive. The City reserves the right to charge for items not covered by this Schedule, including recovery for Airport damage and fines and penalties for violation of Airport rules and regulations. The City Council may amend this Schedule at any time by ordinance or resolution.

SECTION 2. LANDING FEES

Landing fees apply to all aircraft landing at the Airport, except as exempted below. Fees are calculated on the basis of the aircraft's certified maximum gross landing weight (MGLW) as published in FAA records.

2.1 Landing Fee Schedule

Class of Aircraft	Rate
Commercial Signatory Carrier	Contract Rate
Commercial Non-Signatory Carrier per 1,000 lbs. MGLW	$3.00
Charter / Non-Scheduled Commercial per 1,000 lbs. MGLW	$3.00
General Aviation (12,501 lbs. MGLW and above) per 1,000 lbs. MGLW	$2.00
General Aviation (12,500 lbs. MGLW and below)	No Charge
Military Aircraft	Joint Use Agreement

2.2 Special Rules

(a) Training Flights: One-half (1/2) of the applicable rate per landing for each landing performed in conjunction with a training flight, including touch-and-go and stop-and-go operations.

(b) Emergency Landings: No landing fee is assessed when an aircraft lands at the Airport due to a declared emergency.

(c) Forced Return: No landing fee is assessed when an aircraft departs the Airport and, without stopping at another airport, is forced to return to the Airport due to weather, mechanical failure, or other similar precautionary reason.

(d) Non-Signatory Surcharge: Rates charged to non-signatory airlines shall not be less than 125% of the signatory rate for the same class of aircraft. The rates in Section 2.1 for Non-Signatory Carriers already reflect this surcharge.

(e) Reporting: Commercial aircraft operators shall submit monthly activity reports to the Director of Aviation no later than the 10th of the following month on forms provided or approved by the Director.

SECTION 3. TERMINAL BUILDING FEES

3.1 Terminal Building Usage Fee (Charter Services and Diversions)

Description	Fee
Per Two Hour Period	$200.00

Note: Applies each time the terminal building is used to support a charter flight operation or a diverted commercial flight. "Use" means a single aircraft movement (arrival or departure) utilizing terminal building facilities.

3.2 Airport Operations Staff Fees

3.2.1 Airport Operations Staff Hourly Rate. Any person or entity whose operations or requests during Normal Business Hours require extraordinary Airport operations staff services specifically attributable to that user's operations and exceed the scope of routine daily airport support, shall pay the Airport Operations Staff Hourly Rate per hour, per staff member, with a minimum charge of one (1) hour. Time shall be calculated in thirty (30) minute increments after the first hour. Extraordinary services may include, but are not limited to, extended staff coverage for late or delayed flights, diversion aircraft handling requiring dedicated personnel, disabled aircraft removal or repositioning requiring staff coordination beyond initial response, terminal building access outside Normal Business Hours, and snow and ice removal requested by a specific operator beyond routine airfield maintenance. The Director of Aviation shall determine whether a requested service constitutes an extraordinary service subject to this Section. The Airport Operations Staff Hourly Rate shall be the fully loaded hourly cost to the City for the staff member providing the service, including base wages, FICA, PERA contributions, workers' compensation, health insurance, and reasonable administrative overhead, as determined by the Director of Aviation based on the most recent payroll data available at the time of service.

3.2.2 After-Hours Callout Fee. Any person or entity whose operations or requests require Airport operations staff presence outside Normal Business Hours shall pay the After-Hours Callout Rate per hour, per staff member, with a minimum charge of four (4) hours per callout. Time shall be calculated in thirty (30) minute increments after the minimum period. The After-Hours Callout Rate is calculated at one and one-half (1.5) times the Airport Operations Staff Hourly Rate established in Section 3.2.1 and reflects the overtime premium and minimum callback obligation incurred by the City in providing operations staff outside Normal Business Hours.

3.2.3 Normal Business Hours Defined. For purposes of this Section, "Normal Business Hours" means 6:00 a.m. to 10:00 p.m. daily. Operations occurring outside these hours are subject to the After-Hours Callout Rate.

3.2.4 Advance Notice Required. Requests for Airport operations staff services outside Normal Business Hours must be submitted to the Director of Aviation or designee no fewer than twenty-four (24) hours in advance of the requested service time. Requests received with fewer than twenty-four (24) hours' notice may be accommodated at the Director's sole discretion.

3.2.5 Cancellation. Cancellation of a confirmed after-hours callout must be received by the Director of Aviation or designee no fewer than twelve (12) hours before the scheduled service time. Cancellations received after that deadline, or failure to appear for a confirmed operation, shall result in assessment of the full minimum After-Hours Callout Fee.

3.2.6 Invoicing and Payment. Fees under this Section shall be invoiced monthly and are subject to the payment terms, late charges, and interest provisions of Section 1 of this Schedule. The Director of Aviation may, in the Director's discretion, require a valid credit card authorization or advance deposit before confirming an after-hours callout.

3.2.7 Exclusions. This Section does not apply to (a) services provided to the United States Government in accordance with Grant Assurance 22 and 49 U.S.C. § 47107(a)(2); (b) emergency response by Airport operations staff to conditions affecting the safety of Airport operations, which are not subject to user fees; or (c) routine Airport self-inspection activities required under 14 CFR Part 139, the cost of which is captured in other rate categories.

3.2.8 Director's Authority. The Director of Aviation shall have authority to establish administrative procedures for scheduling, documenting, and billing Airport operations staff services under this Section, consistent with the terms of this Schedule and Pueblo Municipal Code Title III, Chapter 1.

3.2.9 Routine Services Not Subject to Charge. Routine airport operations services provided during Normal Business Hours are not subject to a separate charge under this Section. Routine services include, but are not limited to, airside vehicle escorts, Air Operations Area (AOA) access coordination, ramp and gate coordination, badge office services, and wildlife management patrols conducted as part of the Airport's daily operational program. The costs of routine services are recovered through other rate categories established in this Schedule.

3.3 Terminal Building Exclusive Space Lease

Description	Rate
Rate per sq. ft. per year (exclusive-use space)	Contract

Note: Applies to non-aircraft-operator tenants leasing exclusive space in the terminal building and not operating under the current airline use and lease agreement. Rate subject to annual CPI adjustment per Section 1.8.

SECTION 4. T-HANGAR AND AIRSIDE LAND LEASE RATES

4.1 T-Hangar Monthly Rental Rates

Location / Type	Monthly Rate
31501 Bryan Circle T-Hangar (enclosed) effective 7/1/2027	$285.00
31501 Bryan Circle Storage Unit	$215.00
291 Skyway T-Hangar (enclosed)	$500.00
449 and 430 Skyway Hangars	Contract

Note: T-hangar rates are subject to annual CPI adjustment per Section 1.8. Subleasing is not permitted. 291 Skyway is expected to be available for lease in October 2027. 430 Skyway and 449 Skyway Hangars are City-owned facilities not yet available for lease. Rental rates will be established by written agreement upon availability.

4.2 Airside Land Lease Rates (Annual, per sq. ft.)

Category	Annual Rate / Sq. Ft.
Unimproved Aeronautical Land	$0.25
Improved Aeronautical Land	$0.35
Non-Aeronautical Land (Airport Industrial Park and other)	Fair Market Value

Note: New airside ground leases shall be executed at the greater of the applicable schedule rate or fair market value as determined by current appraisal. Rates subject to annual CPI adjustment per Section 1.8. Non-aeronautical land rates shall be set by appraisal or market analysis conducted at least every five years. Existing leases with express rate terms are not overridden by this Schedule until expiration or renegotiation, per Section 4 of the Ordinance.

SECTION 5. AIRPORT PUBLIC PARKING FEES

5.1 Public Parking Rates

Duration	Rate
0 to 2 hours	FREE
Over 2 hours (per 20-minute increment after free period)	FREE
Daily maximum (24-hour period)	FREE
Monthly parking permit	FREE

SECTION 6. SECURITY ACCESS CREDENTIALING FEES

Security credentialing fees cover the administrative and operational costs of issuing and maintaining Airport access credentials pursuant to the Airport's Security Program under 49 C.F.R. Part 1542.

6.1 Badge and Credential Fees

Credential Type / Transaction	Fee
SIDA / Sterile Area Badge, Initial Issue (includes CHRC fingerprinting, Security Threat Assessment, photo, required training, and identification media)	$125.00
SIDA / Sterile Area Badge, Initial Issue (not including CHRC fingerprinting, Security Threat Assessment) including photo, required training, and identification media)	$75.00
SIDA / Sterile Area Badge, Annual Renewal	$50.00
AOA Badge, Initial Issue (includes Security Threat Assessment, photo, required training, and identification media)	$65.00
AOA Badge, Annual Renewal	$20.00
Badge, 1st Lost or Stolen Replacement	$100.00
Badge, 2nd Lost or Stolen Replacement	$200.00
Badge, 3rd or Subsequent Lost or Stolen Replacement	$300.00
Unreturned Badge (charge to employer of record)	$100.00

6.2 Security Violation Fines

Security violation fines are assessed on a progressive basis within a rolling twelve (12) month period, measured from the date of the most recent violation. The Director of Aviation shall classify each violation as negligent or intentional at the time of issuance. All fines are assessed against the badge holder's employer of record. Fines are in addition to, and do not substitute for, any penalties imposed by the TSA under 49 C.F.R. Part 1542.

Occurrence (within rolling 12-month period)	Negligent Violation	Intentional Violation
1st Violation	Written Warning	$250.00
2nd Violation	$100.00	$500.00
3rd Violation	$250.00	$500.00 + 30-day badge suspension
4th or Subsequent Violation	$500.00 + 30-day badge suspension	Badge revocation

The Director of Aviation may revoke any badge at any time for cause, including but not limited to a single violation that creates an immediate threat to Airport security. Badge holders subject to suspension or revocation may request a meeting with the Director of Aviation within ten (10) business days of the notice of action. The Director's decision following any such meeting shall be final. Fines not paid within thirty (30) days are subject to the late charge and interest provisions of Section 1.3.

SECTION 7. MISCELLANEOUS FEES

Item	Fee
Credit Card Payment Convenience Fee, pursuant to C.R.S. § 29-11.5-103(3)	Actual Cost
Lease Transfer / Assignment Fee	$250.00
Public Records (CORA) Requests, Research and Retrieval	C.R.S. Section 24-72-205
SASO Permit Fee	$250.00 initial / $25.00 annual renewal
Special Event/Use Fee	Contract
Aircraft Ramp Parking Fee 3 days or less	Free
Aircraft Ramp Parking Fee 4 days or more	By Written Agreement Only
Conference Room Usage per day	$100.00
Returned Check / Dishonored Electronic Payment	$15.00
Based Aircraft Tie-Down, single engine, per month	$75.00
Based Aircraft Tie-Down, multi-engine / turboprop, per month	$125.00

- END OF EXHIBIT A -

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: June 22, 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 HANGAR GROUND LEASE AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO HOME RULE MUNICIPAL CORPORATION, AND PEARSON PROPERTIES, LLC, A COLORADO LIMITED LIABILITY COMPANY, FOR PROPERTY LOCATED AT 351 SKYWAY STREET AT PUEBLO MEMORIAL AIRPORT, AND SUPERSEDING THE PRIOR HANGAR GROUND LEASE APPROVED BY RESOLUTION NO. 9828

SUMMARY:

Attached is an Ordinance approving a new Hangar Ground Lease Agreement between the City of Pueblo and Pearson Properties, LLC for the ground parcel commonly known as 351 Skyway Street at Pueblo Memorial Airport, consisting of approximately 14,375 square feet. The new Lease supersedes the prior Hangar Ground Lease dated April 14, 2003, which expired by its terms on April 14, 2023. Pearson Properties, LLC owns the hangar improvements situated on the ground parcel and will continue to occupy the ground parcel for aeronautical purposes under the new Lease.

The new Lease provides a ten (10) year initial term with one ten (10) year renewal term exercisable at the City's option, ground rent reset to fair market value determined by independent appraisal with subsequent appraisal resets every five (5) years, a two percent (2%) commission on the Lessee's gross revenues from sales, operations, subletting, and services, a change of control provision treating any transfer of more than fifty percent (50%) of the Lessee's membership interests as a deemed assignment requiring City consent, and a requirement that the Lessee remove the hangar and restore the ground parcel to its original condition at the end of the term, with the City retaining the option to waive removal or restoration in whole or in part.

PREVIOUS COUNCIL ACTION:

On April 14, 2003, City Council approved Resolution No. 9828 authorizing the original Hangar Ground Lease between the City and Archer Aero, LLC for the same ground parcel.

On November 8, 2004, City Council approved Resolution No. 10259 consenting to the assignment of the Hangar Ground Lease from Archer Aero, LLC to Robert S. Hamilton.

On March 28, 2005, City Council approved Resolution No. 10354 authorizing Amendment No. 1 to the Hangar Ground Lease, which amended the legal description of the leased premises.

On August 16, 2021, the City consented to the assignment of the Hangar Ground Lease from Robert S. Hamilton to Pearson Properties, LLC by an Assignment of Hangar Ground Lease executed by Mayor Nicholas A. Gradisar on behalf of the City. The Assignment also modified the use and commission provisions of the Lease.

BACKGROUND:

The City owns and operates Pueblo Memorial Airport. In 2003, the City entered into a twenty (20) year Hangar Ground Lease with Archer Aero, LLC for an approximately 14,375 square foot ground parcel located at 351 Skyway Street, on which the Lessee constructed a hangar. The Lease, as amended in 2005, provided that the hangar would remain the property of the Lessee as a removable trade fixture during the term, with two (2) consecutive ten (10) year renewal options exercisable at the Lessee's option.

The Lease was assigned to Robert S. Hamilton in 2004 and to Pearson Properties, LLC in 2021. The original twenty (20) year term expired on April 14, 2023, and no renewal option was exercised. Since that date, Pearson Properties, LLC has continued to occupy the ground parcel under the holdover provisions of the Lease while the City and the Lessee negotiated a new instrument.

The attached Hangar Ground Lease Agreement supersedes the prior Lease and refreshes the terms under which the Lessee occupies the ground parcel. The principal terms include: (a) a ten (10) year initial term with one ten (10) year renewal exercisable at the City's option; (b) ground rent reset to fair market rental value determined by independent appraisal, with subsequent appraisal resets every five (5) years and annual CPI-U adjustments between resets; (c) a two percent (2%) commission on the Lessee's monthly gross revenues from sales, operations, subletting, and services, carrying forward the commission provision established by the 2021 Assignment; (d) a change of control provision under which any transfer of more than fifty percent (50%) of the Lessee's membership interests is a deemed assignment requiring the City's prior written consent; (e) preservation of the Lessee's right to obtain leasehold financing, subject to the City's notice and cure rights; and (f) at the end of the term, the Lessee removes the hangar and restores the ground parcel to its original condition, with the City retaining the sole option to waive removal or restoration in whole or in part.

The new Lease aligns the City's ground lease practices at the Airport with current

standards. It is intended to serve as the template form for similar ground leases at Pueblo Memorial Airport for hangars owned by private parties on City ground.

FINANCIAL IMPLICATIONS:

The initial annual ground rent under the new Lease will be the fair market rental value of the ground parcel as established by an independent appraisal commissioned by the City and accepted by City Council. The initial rent rate will be $5,031.25 annually. The rent will be reset to current fair market value at each five (5) year anniversary of the Commencement Date and at any Renewal Term, with annual CPI-U adjustments between resets, and in no event shall a reset reduce the rent below the then current annual ground rent.

In addition to ground rent, the Lessee will pay as additional rent two percent (2%) of monthly gross revenues from sales, operations, subletting, and services on or from the leased premises, paid monthly on or before the tenth (10th) day of the following month. Late charges of One Hundred Dollars ($100.00) and interest at eight percent (8%) per annum accrue on any delinquent payment. All rent, fees, and charges paid under the Lease will be remitted to the City as Airport revenue.

The new Lease contains a non appropriation clause consistent with the Taxpayer's Bill of Rights, Article X, Section 20 of the Colorado Constitution.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

If this Ordinance is not approved, the Hangar Ground Lease Agreement will not be executed and Pearson Properties, LLC will continue to occupy the ground parcel under the holdover terms of the expired prior Lease, terminable by either party on thirty (30) days' written notice, or the City may direct the Lessee to remove the hangar and restore the ground parcel to its original condition under the prior Lease.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. 351 Skyway 2026 07 13 LEASE FINAL READY TO SIGN

ORDINANCE NO.

AN ORDINANCE APPROVING A HANGAR GROUND LEASE AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO HOME RULE MUNICIPAL CORPORATION, AND PEARSON PROPERTIES, LLC, A COLORADO LIMITED LIABILITY COMPANY, FOR PROPERTY LOCATED AT 351 SKYWAY STREET AT PUEBLO MEMORIAL AIRPORT, AND SUPERSEDING THE PRIOR HANGAR GROUND LEASE APPROVED BY RESOLUTION NO. 9828

WHEREAS, the City of Pueblo, Colorado, a home rule municipal corporation organized and existing under Article XX of the Colorado Constitution and the Charter of the City of Pueblo, owns and operates Pueblo Memorial Airport; and

WHEREAS, under Section 3-9 of the Charter, the Council may enter into contracts and leases on behalf of the Municipal Government by ordinance only, and all written contracts to which the Municipal Government is a party shall be approved as to form by the City Attorney; and

WHEREAS, under Section 1-11-3(b)(2) of the Pueblo Municipal Code, the City Council has the power, by ordinance, to lease any real property owned by the City; and

WHEREAS, on April 14, 2003, by Resolution No. 9828, the City Council approved a Hangar Ground Lease between the City and Archer Aero, LLC for the ground parcel commonly known as 351 Skyway Street at Pueblo Memorial Airport, containing approximately 14,375 square feet (the "Prior Lease"); andthe Prior Lease was thereafter assigned to Robert S. Hamilton, consented to by Resolution No. 10259, amended by Amendment No. 1 (Resolution No. 10354), and assigned to Pearson Properties, LLC, a Colorado limited liability company, by an Assignment of Hangar Ground Lease dated August 16, 2021; and

WHEREAS, the Prior Lease was thereafter assigned to Robert S. Hamilton, consented to by Resolution No. 10259, amended by Amendment No. 1 (Resolution No. 10354), and assigned to Pearson Properties, LLC, a Colorado limited liability company, by an Assignment of Hangar Ground Lease dated August 16, 2021; and

WHEREAS, the Prior Lease has expired by its terms, the hangar and improvements on the ground parcel are owned by Pearson Properties, LLC, and the City and Pearson Properties, LLC desire to enter into a new Hangar Ground Lease Agreement, attached to this Ordinance, to govern the continued occupancy of the ground parcel on the terms set forth therein, superseding the Prior Lease; NOW, THEREFORE,

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

SECTION 1.

The Hangar Ground Lease Agreement ("Lease") between the City of Pueblo, a home rule municipal corporation, and Pearson Properties, LLC, a Colorado limited liability company, dated as of the date of execution, a copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved. The Lease supersedes the prior Hangar Ground Lease between the City and Archer Aero, LLC dated April 14, 2003, approved by Resolution No. 9828, as assigned and amended.

SECTION 2.

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

SECTION 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 Lease 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

HANGAR GROUND LEASE AGREEMENT

LESSOR:	City of Pueblo, Colorado, a home rule municipal corporation
LESSEE:	Pearson Properties, LLC, a Colorado limited liability company
ADDRESS:	118 E 29th St. Ste. H, Loveland, CO 80538
PREMISES:	351 Skyway Street, Pueblo, Colorado 81001 (ground parcel of approximately 14,375 square feet)
COMMENCEMENT:	July 13, 2026

RECITALS

WHEREAS, the City of Pueblo, Colorado ("City" or "Lessor") is a home rule municipal corporation organized and existing under Article XX of the Colorado Constitution and the City Charter of the City of Pueblo ("Charter"), and owns and operates Pueblo Memorial Airport, a public-use airport located in Pueblo County, Colorado, designated by the Federal Aviation Administration ("FAA") as KPUB ("Airport"); and

WHEREAS, the City has received federal Airport Improvement Program ("AIP") grants from the FAA and has executed FAA Airport Sponsor Assurances that impose continuing obligations on the City as airport sponsor; and

WHEREAS, the Airport is subject to the rules, regulations, and procedures promulgated by the Airport Manager (Director of Aviation) pursuant to Pueblo Municipal Code § 3-1-2(b), and all Airport users are governed thereby; and

WHEREAS, the City affords aircraft owners the opportunity to lease Airport land for the construction or continued ownership of hangar improvements under a long-term ground lease; and

WHEREAS, the City and Archer Aero, LLC entered into a Hangar Ground Lease dated April 14, 2003, approved by Resolution No. 9828, for the ground parcel commonly known as 351 Skyway Street (the "Prior Lease"); the Prior Lease was assigned to Robert S. Hamilton (consented to by Resolution No. 10259), amended by Amendment No. 1 (Resolution No. 10354), and thereafter assigned to Lessee, Pearson Properties, LLC, by an Assignment of Hangar Ground Lease dated August 16, 2021; and

WHEREAS, the Prior Lease has expired by its terms, the hangar and improvements on the ground parcel are owned by Lessee, and the City and Lessee desire to enter into this new Hangar Ground Lease Agreement to govern Lessee's continued occupancy of the ground parcel on the terms set forth herein, superseding the Prior Lease as provided in Section 23.8; and

WHEREAS, Lessee owns the hangar and improvements situated on the ground parcel and desires to lease the underlying ground from the City for aeronautical purposes; and

WHEREAS, the City Council of the City of Pueblo has, by ordinance and consistent with Charter § 3-9, approved this Lease and authorized the Mayor to execute it on behalf of the City;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

ARTICLE 1 — LEASED PREMISES

Section 1.1 Leased Premises.

The City hereby leases to Lessee, and Lessee hereby leases from the City, the ground parcel described and depicted on Exhibit A, attached hereto and incorporated herein by reference (the "Leased Premises"), located at Pueblo Memorial Airport, Pueblo, Colorado, consisting of approximately 14,375 square feet of land, together with the non-exclusive right of ingress and egress over Airport roads, taxiways, and taxilanes as designated by the Director of Aviation. The term "Leased Premises" means the ground parcel only. Title to the ground at all times remains in the City; the hangar and other improvements located on the ground parcel are owned by Lessee during the term of this Lease as provided in Section 1.2.

Section 1.2 Ownership of Improvements During Term.

The hangar and other improvements constructed on the Leased Premises by Lessee or Lessee's predecessors in interest (collectively, the "Improvements") are owned by Lessee during the term of this Lease and shall be treated as Lessee's removable trade fixtures, which Lessee shall remove at the end of the term as provided in Article 19. This Lease conveys no fee interest in the ground to Lessee, and no Improvement shall be construed to convey any fee interest in the ground. Lessee's ownership of the Improvements is at all times subordinate to the City's fee title in the ground and to the City's rights under this Lease.

Section 1.3 Acceptance — AS-IS.

Lessee accepts the Leased Premises and the existing Improvements in their "AS-IS, WHERE-IS" condition as of the Commencement Date, with all faults. The City makes no representation or warranty regarding the condition, fitness, or suitability of the Leased Premises or the Improvements for any particular purpose, except as expressly set forth in Article 7 (Environmental) with respect to the City's baseline disclosure obligation.

ARTICLE 2 — TERM AND RENEWAL

Section 2.1 Initial Term.

This Lease shall commence on July 13, 2026, ("Commencement Date") and shall terminate ten (10) years thereafter on June 30, 2036 ("Initial Term"), unless sooner terminated pursuant to this Lease.

Section 2.2 Renewal Option — City's Option.

The City, at its sole option, may renew this Lease for one (1) additional term of ten (10) years ("Renewal Term") on the same terms and conditions as this Lease except as to rent, which shall be reset as provided in Section 3.1. The City may exercise the Renewal Term option only if Lessee is not then in default and has not been in repeated or uncured default during the Initial Term. The City shall give Lessee written notice of its election to renew not later than one hundred eighty (180) days before expiration of the Initial Term. If the City does not exercise the option, this Lease shall terminate at the end of the Initial Term and Article 19 (Surrender, Removal, and Restoration) shall govern.

Section 2.3 Holdover.

If Lessee remains in possession after expiration of this Lease without the City's written consent to a renewal or extension, such holding over shall create a tenancy from month to month only, terminable by either party upon thirty (30) days' written notice, upon the same terms as this Lease except that rent during any holdover period shall be one hundred twenty-five percent (125%) of the most recent annual rent, prorated monthly. Holdover shall not be deemed a renewal or extension and shall not affect the City's right to terminate for any default existing at expiration or to enforce its rights under Article 19.

ARTICLE 3 — RENT, FEES, AND CHARGES

Section 3.1 Ground Rent.

Lessee shall pay to the City annual ground rent for the Leased Premises. The initial annual ground rent shall be the fair market rental value of the ground parcel as established by an independent appraisal commissioned by the City and accepted by City Council, expressed on a per-square-foot basis and multiplied by the square footage of the Leased Premises set forth in Exhibit A. As of the Commencement Date, the initial annual ground rent is:

Per-Square-Foot Annual Rate: $0.35 per sq. ft. × Leased Premises: 14,375 sq. ft. = Annual Ground Rent: $5,031.25.

Upon any Renewal Term, and at each five (5) year anniversary of the Commencement Date, the ground rent shall be reset to then-current fair market rental value as determined by a new independent appraisal commissioned by the City, applied uniformly to comparable ground leases at the Airport. In no event shall a reset reduce the rent below the then-current annual ground rent. This appraisal-based reset mechanism is the template standard for all ground leases at the Airport.

Section 3.2 Annual Prepayment.

Annual ground rent shall be paid in advance, without notice, offset, or deduction. The first annual payment is due on or before the Commencement Date; each subsequent annual payment is due on or before the first (1st) day of the anniversary month of the Commencement Date. Rent shall be prorated only for a partial first lease year on the basis of a thirty (30) day month.

Section 3.3 Annual CPI-U Adjustment.

Between appraisal resets, the annual ground rent shall be adjusted on each anniversary of the Commencement Date by the percentage change in the Consumer Price Index for All Urban Consumers (CPI-U) for the twelve-month period ending in the prior calendar year. No annual adjustment shall reduce the rent below the then-current annual ground rent. If the CPI-U is discontinued or substantially altered, the City shall substitute a comparable index published by the U.S. Bureau of Labor Statistics.

Section 3.4 Additional Rent — Commission on Gross Revenues.

For any services and activities authorized to be conducted on the Leased Premises, and for any subletting of all or any portion of the Leased Premises, Lessee shall pay as additional rent two percent (2%) of the monthly gross revenues derived from all sales, operations, subletting, and services made, furnished, or conducted on or from the Leased Premises. Such additional rent shall be paid monthly, without notice, offset, or deduction, on or before the tenth (10th) day of the following month, at the office of the Director of Aviation, accompanied by such reporting forms as the Director of Aviation shall determine. The City shall have the right to examine and audit the

books and records of Lessee and its subtenants to determine the accuracy of the additional rent. This Section carries forward, and states in full, the commission obligation established by Section 5 of the August 16, 2021 Assignment of Hangar Ground Lease; the two percent (2%) rate and the scope (sales, operations, subletting, and services) are both intended to continue under this Lease without diminution.

Section 3.5 Late Charge and Interest.

Any rent, fee, or other charge due under this Lease that is not received by the City on or before the tenth (10th) day of the month in which it is due is delinquent. Each delinquent payment shall incur a late charge of One Hundred Dollars ($100.00) and shall accrue interest at the rate of eight percent (8%) per annum from the due date until paid in full. Late charges and interest are additional rent.

Section 3.6 Place of Payment.

All payments shall be made payable to the City of Pueblo and delivered to: City of Pueblo, Director of Aviation, Pueblo Memorial Airport, 31201 Bryan Circle, Suite 200, Pueblo, Colorado 81001, or such other place as the City may designate in writing.

Section 3.7 Airport Revenue.

All rent, fees, late charges, interest, and other payments made by Lessee under this Lease shall be paid to the City as Airport revenue.

Section 3.8 Taxes and Assessments.

Lessee shall pay promptly all taxes, assessments, and governmental charges of any nature assessed against the Leased Premises, the Improvements, Lessee's possessory interest, or Lessee's operations. Lessee shall not permit any tax lien to attach to the Leased Premises and shall confirm the tax status of its possessory interest with the Pueblo County Assessor. Failure to timely pay any such tax shall constitute a default under this Lease.

Section 3.9 Pay Now, Dispute Later.

Lessee shall pay all rent, fees, and charges free of any set-off or claim, in the amount and at the times specified in this Lease. If Lessee desires to contest the validity or amount of any charge, Lessee shall first pay the charge and may then dispute it as provided herein.

ARTICLE 4 — USE OF LEASED PREMISES

Section 4.1 Primary Aeronautical Purpose.

The Leased Premises and the Improvements shall be used primarily for aeronautical purposes, including: (a) storage of airworthy or actively maintained aircraft; (b) shelter for maintenance, repair, or refurbishment of aircraft, but not the indefinite storage of non-operational aircraft; (c) Non-commercial construction of amateur-built or kit-built aircraft, with the prior written consent of the Director of Aviation and submission of a written construction plan with periodic progress updates as required by the Director; (d) storage of aircraft handling equipment and materials used to service aircraft; and (e) storage of materials directly related to an aeronautical activity conducted at the Airport.

Section 4.2 Incidental Non-Aeronautical Storage.

Provided the Improvements are used primarily for an aeronautical purpose, Lessee may store non-aeronautical items without separate FAA approval only if such items do not: (a) displace the

aeronautical contents; (b) impede access to aircraft or aeronautical contents; (c) constitute inventory or equipment used in a non-aeronautical business; (d) violate applicable building codes, Airport Rules and Regulations, or this Lease; or (e) include fuel (other than fuel in an aircraft's integral tanks), explosives, or Hazardous Materials not authorized under Article 7.

Section 4.3 Non-Aeronautical Use Requiring FAA Approval.

Any use beyond incidental non-aeronautical storage requires, in addition to the City's prior written consent: (a) prior written approval from the FAA Office of Airports (Denver Airports District Office); (b) payment of fair market value rent for any non-aeronautical use period, as determined by the City; and (c) confirmation that the proposed use is consistent with the Airport's then-current FAA-approved Airport Layout Plan ("ALP").

Section 4.4 Prohibited Uses.

The following are prohibited at all times and shall be an Event of Default under Section 18.1: (a) use as a residence or for overnight accommodation beyond one night of aircraft crew rest; (b) commercial aeronautical services (flight instruction, charter, sales, or maintenance for hire) without a separate Airport Commercial Activity Permit and compliance with Airport Minimum Standards; (c) non-aeronautical business operations, including storage of inventory or equipment supporting such operations; (d) storage of household items that could be stored in a commercial storage facility; (e) storage of fuel in any container other than an aircraft's integral fuel tanks; (f) storage of explosives or Hazardous Materials not authorized under Article 7; (g) operation of any aircraft engine inside the hangar; (h) fueling or defueling of aircraft inside the hangar; and (i) any use that creates electromagnetic or electronic interference with navigational signals or radio communications, impairs pilot visibility of the airfield, or otherwise endangers aircraft operations.

Section 4.5 Commercial Activities.

Lessee shall not conduct commercial aeronautical activity within the Leased Premises or the Improvements unless separately licensed by the Director of Aviation in compliance with the Airport's Minimum Standards and Airport Rules and Regulations; any unauthorized commercial use shall be an Event of Default. Lessee may allow a certificated mechanic to perform preventive and owner-performed maintenance on Lessee's own aircraft consistent with 14 C.F.R. Part 43. Any mechanic not employed by Lessee and not leasing space at the Airport who performs work for compensation shall first register with the Director of Aviation and provide proof of insurance. Consistent with Pueblo Municipal Code § 3-1-12, Lessee shall disclose in writing any financial interest in another Airport commercial operation within thirty (30) days of acquiring such interest.

Section 4.6 Operational Aircraft Requirement.

Lessee shall keep an active, operational aircraft based at the Leased Premises. "Active and operational aircraft" means an aircraft that is currently licensed, airworthy, and flyable, with a current FAA airworthiness certificate, flown to and from the Airport periodically during the year. All aircraft based at the Leased Premises shall comply with the noise standards of 14 C.F.R. Part 36, as amended. If the based aircraft is sold or removed, Lessee shall notify the Director of Aviation in writing within five (5) business days and base a replacement within ninety (90) days, subject to one (1) additional ninety (90) day extension for good cause.

Section 4.7 Signs.

No signs or advertising visible from outside the Improvements may be erected without the City's prior written consent. Any approved signs shall comply with Pueblo Municipal Code Title XVII and Airport Rules and Regulations.

Section 4.8 Noise and Jet Blast.

Lessee shall conduct operations so as to minimize aircraft engine and other noise to the extent practicable and shall employ the maximum economically practicable noise-reducing devices, but in no event less than those required by law. Lessee shall use commercially reasonable efforts to minimize prop and jet blast interference and shall erect and maintain, at its sole cost and subject to the City's prior written approval, any structures necessary to prevent jet blast damage.

Section 4.9 Self-Fueling.

Lessee is authorized to conduct self-fueling of Lessee's own aircraft on the Leased Premises, subject to the Airport's Rules and Regulations and the following minimum standards: (a) bonding and grounding before fueling; (b) a serviceable dry-chemical fire extinguisher of not less than 20 lbs. (or CO2 equivalent) within immediate reach; (c) no fueling or defueling inside any hangar; (d) no fueling during an active thunderstorm or when lightning is within five (5) nautical miles; (e) maintenance of adequate spill-containment materials and immediate reporting and remediation of any spill at Lessee's expense; and (f) maintenance of a fueling log retained for not less than two (2) years and available to the Director of Aviation on request.

Section 4.10 Accident Reporting; UAS.

Lessee shall notify the Director of Aviation in writing within twenty-four (24) hours of any aircraft accident or incident (as defined in 49 C.F.R. Part 830) involving an aircraft based at or operating from the Leased Premises and shall cooperate with any City, FAA, NTSB, or TSA investigation; this obligation survives termination. Lessee shall not operate any unmanned aircraft system (UAS) at the Airport without prior written approval of the Director of Aviation and any required FAA authorization, and any such operation shall comply with applicable FAA regulations and TSA security directives.

ARTICLE 5 — IMPROVEMENTS, ALTERATIONS, AND CONSTRUCTION

Section 5.1 Existing Improvements

Lessee owns the existing hangar and Improvements on the Leased Premises. Lessee shall maintain the Improvements in good repair as provided in Article 6 and shall not remove the Improvements during the term except as permitted under Article 19. The parties acknowledge that the Improvements were constructed under the Prior Lease and are not new construction under this Lease.

Section 5.2 Alterations.

Lessee shall not make any structural alteration, addition, or modification to the Improvements or the Leased Premises without the City's prior written consent, which shall not be unreasonably withheld. Any approved work shall comply with applicable building codes, Airport Rules and Regulations, Part 77, and the ALP. Prior to commencing any structural work, Lessee shall obtain the Director of Aviation's written confirmation that the work is consistent with the then-current FAA-approved ALP; if an ALP amendment is required, Lessee shall bear the cost, and the City shall have sole discretion whether to pursue the amendment.

Section 5.3 Height and Airspace.

Lessee shall not erect or permit any structure, building, object, or tree on the Leased Premises that exceeds the height permitted by Part 77 or that would constitute an obstruction to air navigation. In the event of breach, the City may enter the Leased Premises and remove or abate the offending object at Lessee's expense.

ARTICLE 6 — LESSEE'S MAINTENANCE OBLIGATIONS

Lessee shall, at its sole cost and expense, keep and maintain the Leased Premises and the Improvements — including the structure, roof, doors, floor, interior, utilities serving the Improvements, and the ramp and apron area within the Leased Premises — in good repair and in a safe, sanitary, orderly, and serviceable condition. Because Lessee owns the Improvements during the term, the City has no obligation to maintain, repair, or replace the Improvements or any part of the Leased Premises, and Section 7-tier City maintenance obligations applicable to City-owned hangars do not apply to this ground lease. Lessee's maintenance obligations include: (a) removal of debris, waste, and fluids; (b) keeping the premises free of flammable materials and fuel spills; (c) prompt reporting of any condition affecting Airport safety; (d) compliance with Airport Rules and Regulations regarding waste oil, which shall be disposed of only in Airport-designated receptacles or removed from Airport property; (e) placement of drip pans or absorbent material under any oil or petroleum leak and timely cleanup of spills; and (f) maintenance of the entire ramp area in a manner safe and clean of debris so as not to endanger taxiing aircraft or Airport users. If Lessee fails to maintain the premises in a safe condition, the City may, after written Notice of Violation providing a ten (10) day cure period, perform necessary work and charge all reasonable costs to Lessee as additional rent.

ARTICLE 7 — ENVIRONMENTAL PROVISIONS

Section 7.1 Definitions.

"Hazardous Materials" means any substance defined or regulated as hazardous, toxic, or a pollutant under applicable federal, state, or local environmental law, including the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA"), 42 U.S.C. § 9601 et seq.; the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. § 6901 et seq.; the Colorado Hazardous Waste Act, C.R.S. § 25-15-301 et seq.; and regulations promulgated thereunder, including aviation fuel, oil, solvents, and paint.

Section 7.2 Lessee's Obligations.

Lessee shall comply with all applicable environmental laws in connection with its use of the Leased Premises and the Airport and shall not cause or permit any Hazardous Materials to be stored, used, generated, released, or disposed of on the Leased Premises or the Airport except in strict compliance with applicable law. Any release or spill shall be reported immediately to the Airport Operations Center and remediated by Lessee at its sole expense in accordance with applicable law and the direction of the Director of Aviation.

Section 7.3 Notification.

Lessee shall provide immediate written notice to the City upon receipt of any correspondence, notice, complaint, or order from any governmental authority asserting a condition at the Leased Premises that requires or may require environmental remediation and shall promptly advise the City of any condition Lessee knows or suspects may constitute a violation of environmental law.

Section 7.4 Environmental Indemnification.

Lessee shall indemnify, defend, and hold harmless the City from and against all claims, costs, fines, penalties, and expenses, including attorney fees and remediation costs, arising out of any Hazardous Materials release or environmental violation caused by or attributable to Lessee's use of the Leased Premises. This obligation shall survive termination for a period of six (6) years following termination or surrender, whichever is later, or for such longer period as required by applicable law.

Section 7.5 Baseline Environmental Condition.

Prior to the Commencement Date, the City shall disclose in writing any known existing environmental contamination at or immediately adjacent to the Leased Premises. Lessee may, at its expense and before the Commencement Date, conduct a visual baseline inspection and submit findings to the Director of Aviation within ten (10) days. Lessee's environmental indemnification shall not extend to contamination disclosed by the City or that Lessee demonstrates by clear and convincing evidence pre-existed the Commencement Date and was not caused or worsened by Lessee. If no inspection is conducted, Lessee waives the baseline defense as to conditions a reasonable visual inspection would have revealed.

ARTICLE 8 — UTILITIES

Lessee shall pay all utility charges attributable to the Leased Premises and the Improvements, including electricity, gas, water, and wastewater, whether separately metered or equitably allocated by the City. Only domestic wastewater shall be discharged to the City's sanitary sewer system, and Lessee shall be subject to the same restrictions, conditions, fees, and charges as other users of that system. Lessee is responsible for all costs to extend, connect, or improve utility service to or within the Leased Premises.

ARTICLE 9 — INSURANCE, LIABILITY, AND INDEMNIFICATION

Section 9.1 Liability Insurance.

Lessee shall, at its sole cost, procure and maintain throughout the term, from an insurer authorized in Colorado and rated not less than A-VII by AM Best: (a) commercial general or aircraft liability insurance with a premises liability extension providing a combined single limit of not less than One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) annual aggregate for bodily injury, property damage, and personal injury, naming the City of Pueblo as an additional insured; and (b) coverage expressly extending to self-fueling operations conducted by Lessee. The Director of Aviation may require higher per-occurrence limits not to exceed Two Million Dollars ($2,000,000) where Lessee's aircraft exceeds 12,500 lbs. maximum gross takeoff weight or is turbine-powered.

Section 9.2 Property Insurance on Improvements.

Because Lessee owns the Improvements during the term, Lessee shall insure the Improvements against fire and other casualty in an amount equal to their full insurable replacement value and shall provide the City with proof of such coverage. Lessee assumes all risk of loss or damage to the Improvements, aircraft, and personal property from any cause, and releases the City, its officers, agents, and employees from any claim on account of such loss except to the extent caused by the City's gross negligence or willful misconduct.

Section 9.3 Certificate and Notice.

On or before the Commencement Date and upon each renewal, Lessee shall provide the City a certificate of insurance evidencing the required coverage, naming the City as additional insured, and providing not less than thirty (30) days' advance written notice of cancellation, material change, or non-renewal. Failure to maintain required insurance is a material breach.

Section 9.4 CGIA — City's Liability Limitation.

The City's liability under this Lease, in tort or otherwise, is subject to and limited by the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 through 24-10-120, as amended. The liability

limits of C.R.S. § 24-10-114, as adjusted, are incorporated by reference. Nothing in this Lease waives the City's governmental immunity or expands the City's liability beyond the CGIA limits.

Section 9.5 Indemnification by Lessee.

Lessee shall indemnify, defend, and hold harmless the City, its officers, employees, agents, the Mayor, and City Council members from and against all claims, damages, losses, and expenses, including reasonable attorney fees and court costs, arising out of or relating to: (a) Lessee's use or occupancy of the Leased Premises or the Airport; (b) Lessee's breach of this Lease; (c) any act or omission of Lessee, its agents, employees, guests, subtenants, or invitees; or (d) any environmental violation or improper storage or disposal of Hazardous Materials by Lessee. This obligation survives termination and is in addition to, and not in lieu of, the City's rights under the CGIA.

ARTICLE 10 — CASUALTY AND DAMAGE

If the Improvements are damaged or destroyed by fire or other casualty, Lessee shall, within one hundred twenty (120) days of the occurrence, elect in writing to either: (a) repair and restore the Improvements in compliance with applicable codes, the ALP, and plans approved by the City (such approval not unreasonably withheld), completing construction within nine (9) months of the casualty; or (b) demolish the damaged Improvements, restore the Leased Premises to a clean and safe condition, and terminate this Lease, in which event the net proceeds of the property-damage insurance required under Section 9.2 shall be retained by Lessee. Because Lessee owns the Improvements during the term, the proceeds of Lessee's property insurance shall be available to Lessee for restoration under option (a); the City shall have no claim to such proceeds.

ARTICLE 11 — AIRPORT SECURITY

Section 11.1 Airport Security Program.

Pueblo Memorial Airport holds a 14 C.F.R. Part 139 Airport Operating Certificate and operates under a TSA-approved Airport Security Program ("ASP") under 49 C.F.R. Part 1542. The City may modify the ASP as required by the TSA or as the City deems necessary. Lessee shall at all times comply with the ASP and all Airport security rules, including all requirements applicable to access to the Air Operations Area ("AOA").

Section 11.2 Lessee's Security Obligations.

Lessee shall: (a) comply with all Airport Rules and Regulations, security procedures, and FAA and TSA requirements pertaining to security and safety of the Leased Premises, the adjacent AOA, and ingress and egress; (b) maintain the integrity of the airfield security perimeter, including ensuring AOA access doors and gates are secured when not in direct use; (c) obtain and maintain an active Airport ID Badge as required by the ASP, failure of which is a material breach, and if Lessee cannot obtain a badge due to a TSA security threat assessment disqualification, the City may terminate this Lease on written notice; (d) ensure all persons admitted by Lessee comply with the ASP and applicable security requirements; and (e) indemnify the City for any TSA fine or civil penalty assessed against the City resulting from a violation of the ASP by Lessee, its agents, guests, employees, or invitees, reimbursable within thirty (30) days of the City's written demand.

Section 11.3 TSA Fine Indemnification.

Lessee shall indemnify and hold harmless the City from any TSA fine or civil penalty assessed against the City that results directly from a violation of the ASP committed by Lessee, its agents,

guests, employees, or invitees. Lessee shall reimburse the City for any such fine within thirty (30) days of the City's written demand.

ARTICLE 12 — INGRESS AND EGRESS

Upon payment of rent and performance of Lessee's obligations, Lessee shall have a non-exclusive right of ingress and egress to and from the Leased Premises over Airport roads, taxilanes, and taxiways designated by the Director of Aviation, extending to Lessee's employees, guests, invitees, and authorized contractors, subject to the ASP and Airport Rules and Regulations. Aircraft have the right of way over vehicles at all times. The City may modify access routes and taxilane configurations as necessary for Airport operations, safety, or development, provided that reasonably comparable access is maintained.

ARTICLE 13 — CONDEMNATION AND AIRPORT DEVELOPMENT

Section 13.1 Total Taking.

If the whole or a material part of the Leased Premises is taken by eminent domain or condemned, this Lease shall terminate as of the date of taking and rent shall be prorated to that date. The condemnation award shall be allocated between the City and Lessee in accordance with applicable Colorado condemnation law, recognizing the City's fee interest in the ground and Lessee's ownership interest in the Improvements during the term.

Section 13.2 Airport Development.

The City reserves the right, without obligation, to develop, modify, improve, or expand the Airport as it determines in its sole discretion, regardless of the desires of Lessee and without interference from Lessee. The City reserves the right to grant or take easements or rights of way in, under, over, and across the Leased Premises, provided that the City shall be liable only for compensation for damage to the Improvements thereby destroyed or damaged, and not for loss of use of the Leased Premises.

ARTICLE 14 — NONDISCRIMINATION

Section 14.1 Lessee's Covenant.

Lessee covenants, as a covenant running with the land, that: (a) no person shall on the grounds of race, color, national origin, sex, disability, religion, or any other ground prohibited by applicable federal or state law be excluded from participation in, denied the benefits of, or subjected to discrimination in the use of the Leased Premises; (b) in the construction of any improvements and the furnishing of services, no person shall be subjected to such discrimination; and (c) Lessee shall comply with Title VI of the Civil Rights Act of 1964; 49 C.F.R. Part 21; 14 C.F.R. Part 152, Subpart E; and the Americans with Disabilities Act, 42 U.S.C. § 12101 et seq., as amended.

Section 14.2 Economic Nondiscrimination; City's Right to Enforce.

Lessee shall furnish all services on a fair, equal, and not unjustly discriminatory basis and shall charge fair, reasonable, and not unjustly discriminatory prices, provided that Lessee may make reasonable and nondiscriminatory volume discounts. The City reserves the right to take any action the United States, the State of Colorado, or the FAA may direct to enforce this covenant. A breach is a material breach authorizing termination.

Section 14.3 Disadvantaged Business Enterprise.

Lessee shall not discriminate against any business concern on the basis of Disadvantaged Business Enterprise ("DBE") status and shall cooperate with the City's DBE program as required under 49 C.F.R. Parts 23 and 26. A violation is a material breach.

ARTICLE 15 — ASSIGNMENT, SUBLETTING, AND LEASEHOLD MORTGAGE

Section 15.1 Assignment and Subletting.

Lessee shall not assign or transfer this Lease, in whole or in part, without the prior written consent of the City, which consent shall not be unreasonably or arbitrarily withheld, delayed, or denied, provided the proposed assignee meets the City's tenancy and financial-responsibility requirements and assumes in writing all obligations under this Lease. Any assignment or transfer without the City's prior written consent shall be void. No assignment, subletting, or transfer shall release Lessee from its obligations under this Lease unless the City expressly agrees in writing. Lessee may sublet portions of the Improvements pursuant to a written sublease that is subject to and governed by this Lease, requires the subtenant to carry the insurance and indemnification required of Lessee, and is delivered to the Director of Aviation before becoming effective. All sublet revenue is subject to the additional rent under Section 3.4.

Section 15.2 Change of Control.

If Lessee is a legal entity (including a limited liability company), any transaction or series of related transactions resulting in a change of more than fifty percent (50%) of the ownership interests, membership interests, or voting control of Lessee shall constitute a deemed assignment of this Lease requiring the City's prior written consent under Section 15.1. Lessee shall notify the City in writing not less than thirty (30) days before any such change. As a condition to execution of this Lease and to any consent under this Section, Lessee shall deliver to the City a current operating agreement and a certificate of authority identifying the members or managers authorized to bind Pearson Properties, LLC. Failure to obtain consent for a change of control is a material breach subject to Article 18.

Section 15.3 Leasehold Mortgage.

The City consents to Lessee's assignment of its leasehold estate and Improvements to an institutional lender ("Lender") as collateral security for a loan to finance the acquisition, construction, refinancing, or improvement of the Improvements (a "Leasehold Mortgage"), provided that: (a) the City's fee title in the ground shall at no time be or become subordinate to the Leasehold Mortgage; (b) Lessee delivers to the City written notice and a copy of all Leasehold Mortgage documents; and (c) the Leasehold Mortgage and the indebtedness secured thereby remain at all times inferior and subordinate to all conditions, covenants, and obligations of this Lease and to all rights of the City. Provided the City has received such notice, this Lease may not be voluntarily surrendered or materially modified without the Lender's consent; however, this Lease may be terminated without the Lender's consent if a default is not cured in accordance with this Lease. The Lender, or any purchaser at foreclosure, may cure Lessee's defaults and shall be recognized as an assignee bound by this Lease, but shall acquire no greater right in the Leased Premises than Lessee held. The City shall provide the Lender with copies of any notice of default given to Lessee and a reasonable opportunity, not to exceed thirty (30) days beyond Lessee's cure period, to cure.

ARTICLE 16 — CITY'S RIGHT OF FIRST REFUSAL

If Lessee desires to sell the Improvements, in whole or in part, during the term, Lessee shall first offer in writing to sell the Improvements to the City upon the price, terms, and conditions Lessee would be willing to accept in a good-faith arm's-length sale to a third party (the "Offer"). The City shall have thirty (30) days after receipt of the Offer to accept it in writing. If the City does not accept within that period, Lessee may sell the Improvements to a third party free of this right of first refusal, but not at a price less than, nor on terms more favorable than, those in the Offer, and subject to the assignment-consent and change-of-control requirements of Article 15. If the City accepts the Offer, this Lease shall terminate upon the closing of the City's purchase.

ARTICLE 17 — LIENS AND ENCUMBRANCES

Except for a Leasehold Mortgage permitted under Section 15.3, Lessee shall not cause or permit any lien, encumbrance, security interest, mechanic's lien, mortgage, judgment, or execution to attach to or be filed against the ground, the Leased Premises, or the City's fee interest. Lessee shall pay promptly when due all bills, debts, and obligations incurred in connection with its operations and the Improvements and shall not permit the same to become delinquent. If any lien is filed against the Leased Premises by reason of Lessee's acts or omissions, Lessee shall cause the lien to be released, bonded over, or otherwise discharged within thirty (30) days after notice. Failure to discharge a lien within the thirty-day period is a material breach. This Section restates and continues the covenant of the Prior Lease against permitting any lien, mortgage, judgment, or execution against the Leased Premises.

ARTICLE 18 — DEFAULT, CURE, AND TERMINATION

Section 18.1 Events of Default.

Each of the following is an Event of Default: (a) failure to pay annual ground rent, additional rent, or any other charge within thirty (30) days after written notice and demand; (b) failure to maintain required insurance under Article 9; (c) failure to obtain or maintain an active Airport ID Badge under Article 11; (d) the filing of any voluntary or involuntary petition in bankruptcy, or any assignment for the benefit of creditors, by or against Lessee; (e) failure to base an active, operational aircraft at the Leased Premises for a continuous period of one hundred twenty (120) days without the Director of Aviation's written consent, except during an approved replacement period; (f) a permitted or prohibited transfer in violation of Article 15; (g) failure to discharge a lien in violation of Article 17; and (h) failure to perform or comply with any other obligation, covenant, or agreement for a period of thirty (30) days after written notice specifying the failure, except that if the obligation cannot reasonably be performed within thirty (30) days, Lessee shall not be in default if Lessee commences performance within the period and thereafter prosecutes it with diligence and continuity to completion.

Section 18.2 City's Remedies.

Upon a continuing Event of Default, the City may, in addition to all rights and remedies at law or in equity, including damages and specific performance: (a) terminate this Lease by sixty (60) days' prior written notice to Lessee specifying the date of termination, whereupon Lessee shall within the sixty (60) day period vacate the Leased Premises and surrender possession to the City consistent with Article 19; (b) pursue any other available remedy; or (c) both. Remedies are cumulative, and exercise of any remedy is not an election barring others.

Section 18.3 Non-Waiver.

The City's failure to declare a default or enforce any right or remedy shall not be construed as a waiver of any subsequent default or of the City's right to enforce any provision at any subsequent time.

Section 18.4 Termination by Lessee.

Lessee may terminate this Lease upon: (a) permanent closure of the Airport for ninety (90) or more consecutive days; or (b) the City's default in performance of any covenant required of the City and failure to remedy within sixty (60) days after written notice. If the Airport permanently closes or relocates, the aeronautical use restrictions in Article 4 shall not apply, and Lessee may use the Leased Premises for any lawful use permitted by the then-existing Pueblo Municipal Code or, in the alternative, may terminate this Lease upon thirty (30) days' written notice.

ARTICLE 19 — SURRENDER, REMOVAL, AND RESTORATION

Section 19.1 Removal of Improvements and Restoration.

The hangar and Improvements are Lessee's removable trade fixtures, and title to them remains in Lessee. Upon the expiration of this Lease at the end of the Initial Term or, if exercised, the Renewal Term, Lessee shall, at Lessee's sole cost and expense and within one hundred eighty (180) days after expiration, remove the Improvements and all of Lessee's personal property from the Leased Premises and restore the Leased Premises to its original condition as a graded, vacant ground parcel, ordinary wear and tear and any condition disclosed by the City under Section 7.5 excepted. During said period of time, the holdover period will be considered a month-to-month tenancy subject to Section 2.3. Lessee shall repair any damage to Airport pavement, utilities, or adjacent premises caused by the removal. Lessee's removal and restoration obligations, and its indemnification, environmental, and payment obligations, survive expiration until performed.

Section 19.2 City's Option to Waive Removal or Restoration.

Notwithstanding Section 19.1, the City may, in its sole discretion, by written notice to Lessee given not later than ninety (90) days before expiration of the term, elect to waive, in whole or in part, Lessee's obligation to remove the Improvements and/or to restore the Leased Premises to its original condition. If the City waives removal of the Improvements, the Improvements (or the portion specified in the City's notice) shall remain on the Leased Premises and title thereto shall pass to and vest in the City, at no cost to the City and free and clear of any Leasehold Mortgage or other encumbrance, upon expiration, and Lessee shall execute any instrument the City reasonably requests to confirm such vesting. If the City waives only the restoration requirement, Lessee shall remove the Improvements but shall be relieved of the obligation to restore the ground to its precise original grade and condition, provided Lessee leaves the Leased Premises in a clean, safe, and orderly condition. The City's waiver under this Section is at the City's sole option, is not an obligation, and shall not entitle Lessee to any compensation. Any Leasehold Mortgage permitted under Section 15.3 shall by its terms be satisfied or released on or before expiration of the term so as not to impair the City's rights under this Article.

Section 19.3 Surrender on Earlier Termination.

Upon any earlier termination of this Lease for default or otherwise, Lessee shall immediately surrender possession of the Leased Premises to the City, remove all personal property and aircraft within thirty (30) days, and return all keys, access cards, and Airport-issued ID badges to the Director of Aviation. Any personal property remaining after thirty (30) days shall be deemed

abandoned and may be disposed of at Lessee's expense. Removal of the Improvements and restoration of the Leased Premises following an earlier termination shall be governed by Sections 19.1 and 19.2 as though the termination date were the expiration date, including the City's waiver option under Section 19.2. Lessee's indemnification, environmental, and payment obligations survive surrender.

ARTICLE 20 — FEDERAL SUBORDINATION AND FAA REQUIREMENTS

Section 20.1 Subordination to Federal Agreements.

This Lease is subject and subordinate to the terms, reservations, restrictions, and conditions of any existing or future agreement between the City and the United States relative to the operation, maintenance, or development of the Airport, the execution of which has been or may be required as a condition of federal funding for the Airport. This Lease and any amendment are subject to prior approval of the FAA to the extent required.

Section 20.2 Right of Flight.

The City reserves, 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 Leased Premises, together with the right to cause in that airspace any noise inherent in the operation of aircraft, consistent with the public right of transit through the navigable airspace under 49 U.S.C. § 40103.

Section 20.3 No Exclusive Right.

Nothing in this Lease shall be construed to grant or authorize the granting of an exclusive right within the meaning of 49 U.S.C. § 40103(e).

Section 20.4 Part 77 and Airspace.

Lessee shall comply with the notice and review requirements of 14 C.F.R. Part 77 with respect to the construction or alteration of any structure or object on the Leased Premises and shall not make use of the Leased Premises in any manner that might interfere with the landing and taking off of aircraft or otherwise constitute a hazard to air navigation. In the event of breach, the City may enter and abate the interference at Lessee's expense.

Section 20.5 Government and Military Use.

This Lease is subordinate to the right of the United States, during time of war or national emergency, to use any part of the Airport.

Section 20.6 Subordination of Improvements.

Lessee's ownership of and interest in the Improvements, and any Leasehold Mortgage, are at all times subordinate to the City's fee title in the ground and to the federal obligations described in this Article.

Section 20.7 No Incorporation of Grant Assurances or FAA Guidance.

The City's FAA Airport Sponsor Assurances, and any FAA Order, Advisory Circular, or other FAA policy or guidance, are obligations and matters solely between the City and the United States. They are not incorporated into this Lease. Nothing in this Lease shall be construed to make the City's compliance with any Grant Assurance or FAA guidance a contractual covenant of the City to Lessee, to create any contractual obligation of the City or Lessee to comply with the Grant Assurances or FAA guidance, or to confer upon Lessee or any third party any right to enforce the Grant Assurances or FAA guidance against the City. The obligations of the parties under this

Lease are solely those expressly stated herein. This Section does not diminish the subordination of this Lease to federal agreements under Section 20.1, which the parties intend to operate as a subordination of this Lease only and not as an affirmative covenant of FAA compliance running to Lessee.

ARTICLE 21 — CITY'S RIGHT OF ENTRY AND INSPECTION

The City, through its authorized officers, agents, and representatives, reserves the right to enter the Leased Premises for purposes of: (a) emergency response; (b) inspection for fire protection, safety, environmental compliance, or lease compliance; (c) verification of aeronautical use consistent with Article 4; (d) repair or maintenance of utility infrastructure serving other Airport users; and (e) enforcement of this Lease or Airport Rules and Regulations. For non-emergency inspections, the City shall endeavor to provide reasonable advance notice. The City may conduct an annual inspection of the Leased Premises consistent with FAA guidance on sponsor monitoring of hangar use. The City shall repair, in a good and workmanlike manner, any damage to the Leased Premises resulting from work the City performs under this Article.

ARTICLE 22 — NOTICES

All notices shall be in writing and deemed delivered: (a) upon personal delivery; (b) one (1) business day after deposit with a nationally recognized overnight courier; or (c) three (3) business days after deposit in the U.S. Mail, certified, return receipt requested, postage prepaid, addressed as follows:

To the City (Lessor):

City of Pueblo, Director of Aviation
Pueblo Memorial Airport, 31201 Bryan Circle, Suite 200
Pueblo, Colorado 81001

With copy to: City Attorney, 101 W. Riverwalk, Fourth Floor, Pueblo, Colorado 81003

To Lessee:

Pearson Properties, LLC
118 E 29th St. Ste. H Loveland, CO 80538

Either party may change its notice address by written notice. Lessee shall notify the City in writing within five (5) business days of any change in Lessee's contact information.

ARTICLE 23 — MISCELLANEOUS PROVISIONS

Section 23.1 Inconvenience During Construction.
Lessee acknowledges that from time to time during the term of this Lease, the City may initiate programs of construction, reconstruction, expansion, relocation, maintenance, and repair of the Airport and its facilities. Such activities may inconvenience or temporarily interrupt Lessee's operations. No liability shall attach to the City, its officers, agents, employees, or contractors by reason of such inconvenience or interruption, and Lessee waives any right to claim damages arising therefrom, provided that this waiver shall not extend to claims for physical damage to property caused by the City's negligence or willful misconduct.

Section 23.2 Temporary Closure of Access Routes.

The City may temporarily close, restrict, or reroute vehicular or pedestrian access routes serving the Airport, including roadways, drop-off areas, and pedestrian walkways, for construction, maintenance, security, emergency response, or other operational purposes. The City shall provide Lessee with not less than seven (7) days' prior written notice of any planned closure or restriction that is reasonably expected to materially affect access to the Leased Premises, except that no advance notice is required in the event of an emergency or matter of security. Temporary closure or restriction of access routes shall not constitute a default by the City. The City shall use reasonable efforts to minimize disruption to Lessee's operations during any planned closure.

Section 23.3 TABOR Non-Appropriation.

This Lease is subject to the City's annual appropriation of funds. If the City Council fails to appropriate funds sufficient to support the City's obligations in any fiscal year, the City may terminate this Lease without penalty upon sixty (60) days' written notice, which shall not constitute a default or give rise to any claim for damages. This provision is required by Article X, Section 20 of the Colorado Constitution ("TABOR") and the Charter. The City shall refund any prepaid rent attributable to the period after the effective termination date, prorated daily, within thirty (30) days.

Section 23.4 Non-Appropriation Not Applicable to Lessee.

The non-appropriation clause in Section 23.1 applies exclusively to the City's obligations and shall not relieve Lessee of any payment or performance obligation.

Section 23.5 Governing Law and Venue.

This Lease shall be governed by the laws of the State of Colorado, without regard to conflict-of-law principles. Any dispute shall be resolved in the District Court for Pueblo County, Colorado, to whose jurisdiction and venue Lessee consents.

Section 23.6 Mediation.

Prior to filing any lawsuit arising from this Lease (other than an action for emergency injunctive relief, an unlawful detainer or eviction action, or an action to collect undisputed amounts), the parties shall attempt to resolve the dispute through non-binding mediation before a mutually agreed mediator, with mediator costs shared equally and mediation completed within thirty (30) days of mediator selection unless extended by written agreement. This Section does not toll any statute of limitations.

Section 23.7 Force Majeure.

Neither party shall be in default for failure to perform any obligation (other than a payment obligation) to the extent caused by a Force Majeure Event — an event beyond the reasonable control of the affected party, including acts of God, natural disasters, declared emergencies, pandemics, governmental orders not resulting from the affected party's acts, third-party labor actions, or acts of terrorism — provided the affected party gives written notice within ten (10) days. Force Majeure does not excuse any payment obligation. If a Force Majeure Event prevents Lessee's aeronautical use for more than one hundred twenty (120) consecutive days, either party may terminate on thirty (30) days' written notice with prepaid rent refunded pro rata.

Section 23.8 Entire Agreement; Supersession; Amendments.

This Lease, together with all Exhibits, constitutes the entire agreement of the parties with respect to the Leased Premises and supersedes the Prior Lease and all prior negotiations,

representations, and agreements, whether oral or written. No amendment, modification, or waiver shall be valid unless in writing and duly executed by the Mayor on behalf of the City and by Lessee. No provision may be waived except by a writing signed by the waiving party, and a waiver of any provision shall not be a waiver of any other.

Section 23.9 Severability.

If any provision is held invalid or unenforceable, that provision shall be deemed deleted and the remainder shall continue in full force and effect, provided the deletion does not materially prejudice either party's rights or obligations.

Section 23.10 No Third-Party Beneficiaries.

This Lease is for the sole benefit of the City and Lessee (and, to the limited extent provided in Section 15.3, a Lender), and creates no right in any other third party.

Section 23.11 Attorney's Fees and Costs.

In any action or proceeding to recover payments due, take possession of the Leased Premises or Improvements, or enforce compliance with this Lease, the prevailing party shall be awarded its reasonable attorney's fees and costs as determined by the court, subject to the limitations of the CGIA.

Section 23.12 Binding Effect; Headings; Construction.

This Lease binds and inures to the benefit of the parties and their respective heirs, personal representatives, successors, subtenants, and approved assigns. Article and Section headings are for convenience only and do not affect interpretation. This Lease is the product of negotiation and shall be deemed jointly drafted; no rule construing ambiguities against the drafter shall apply against either party.

Section 23.13 Authority and Execution.

Each party represents that the person executing this Lease on its behalf is duly authorized to do so. The City executes this Lease pursuant to ordinance and Charter § 3-9. As a condition to the City's execution, Lessee shall deliver the operating agreement and certificate of authority required by Section 15.2.

Remainder of Page Intentionally Left Blank

IN WITNESS WHEREOF, the parties have executed this Hangar Ground Lease Agreement as of the date last signed below.

LESSOR:

CITY OF PUEBLO, COLORADO,

a home rule municipal corporation

By: _____

Mayor

Date: _____

LESSEE:

PEARSON PROPERTIES, LLC,

a Colorado limited liability company

By: _____

Print Name: _____

Title: _____

Date: _____

ATTEST:

_____
Clyde Bishop, City Clerk

APPROVED AS TO FORM:

_____
City Attorney

EXHIBIT A

LEGAL DESCRIPTION AND SITE PLAN OF LEASED PREMISES

City of Pueblo — Pueblo Memorial Airport (KPUB). Ground parcel commonly known as 351 Skyway Street, containing approximately 14,375 square feet, more particularly described as follows (Amended Exhibit “A” to the Prior Lease, Resolution No. 10354):

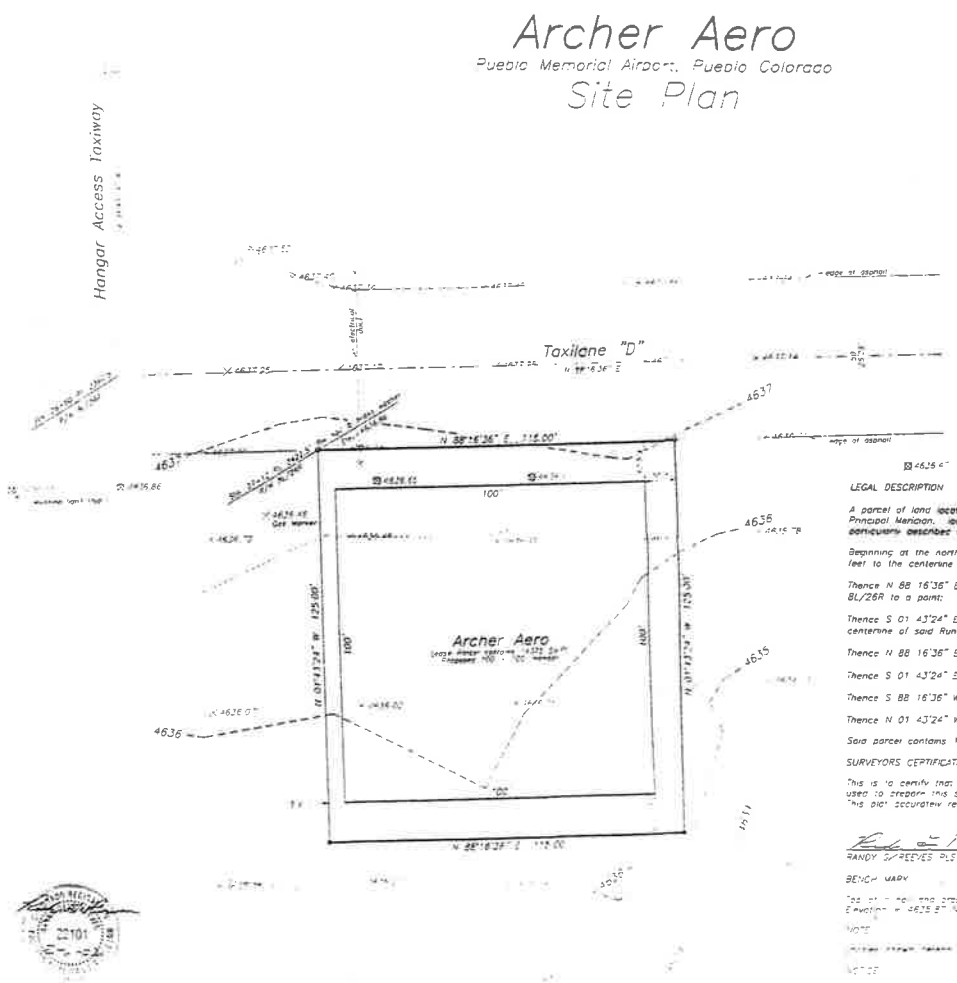
A Leasehold interest of and unto: A Parcel of land located in Section 25, Township 20 South, Range 64 West of the 6th P.M., located within the County of Pueblo, State of Colorado, being more particularly described as follows: Beginning at the northwest corner of said Section 25; thence S75°49’09”E, 1666.99 feet to the centerline at the west end of Runway 8L/26R, also known as Station 0+00; Thence N88°16’36”E, a distance of 2712.00 feet along the centerline of said Runway 8L/26R to a point; Thence S01°43’24”E, a distance of 2438.50 feet, to a point 2438.50 feet right of the centerline of said Runway 8L/26R at Station 27+12, being the True Point of Beginning; Thence N88°16’36”E, a distance of 115.00 feet; Thence S01°43’24”E, a distance of 125.00 feet; Thence S88°16’36”W, a distance of 115.00 feet; Thence N01°43’24”W, a distance of 125.00 feet, to the Point of Beginning. Said parcel contains 14,375 square feet more or less.

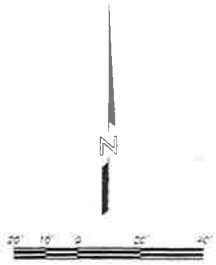
Archer Aero

Pueblo Memorial Airport, Pueblo Colorado

Site Plan

EXHIBIT A





O = set nail and brass washer PLS 22101
● = set No. 4 rebar w/yellow plastic cap PLS 22101

LEGAL DESCRIPTION

A parcel of land located in Section 25, Township 20 South, Range 64 West of the Sixth Principal Meridian, located within the County of Pueblo, State of Colorado, being more particularly described as follows:

Beginning at the northwest corner of said Section 25; thence S 75°46'08" E, 1,666.99 feet to the centerline at the west end of Runway 8L/26R, said end on Station 0+00;

Thence N 88°16'36" E, a distance of 2,712.00 feet along the centerline of said Runway 8L/26R to a point;

Thence S 01°43'24" E, a distance of 2,422.50 feet, to a point 2,422.50 feet right of the centerline of said Runway 8L/26R at Station 27+17, being the True Point of Beginning;

Thence N 88°16'36" E, a distance of 115.00 feet;

Thence S 01°43'24" E, a distance of 125.00 feet;

Thence S 88°16'36" W, a distance of 115.00 feet;

Thence N 01°43'24" W, a distance of 125.00 feet, to the Point of Beginning.

Said parcel contains 14,375 square feet more or less

SURVEYORS CERTIFICATION

This is to certify that the legal description listed above and the topographic survey used to prepare this site plan was done under my direct supervision and checking. This plat accurately represents that survey to the best of my knowledge and belief.

RANDY S. REEVES PLS 22101 — DATE

BENCH MARK

NOTE

NOTE

Page 472 of 1680

EXHIBIT B

DESCRIPTION OF EXISTING IMPROVEMENTS

File No. 25-6595

Subject construction details are summarized as follows:

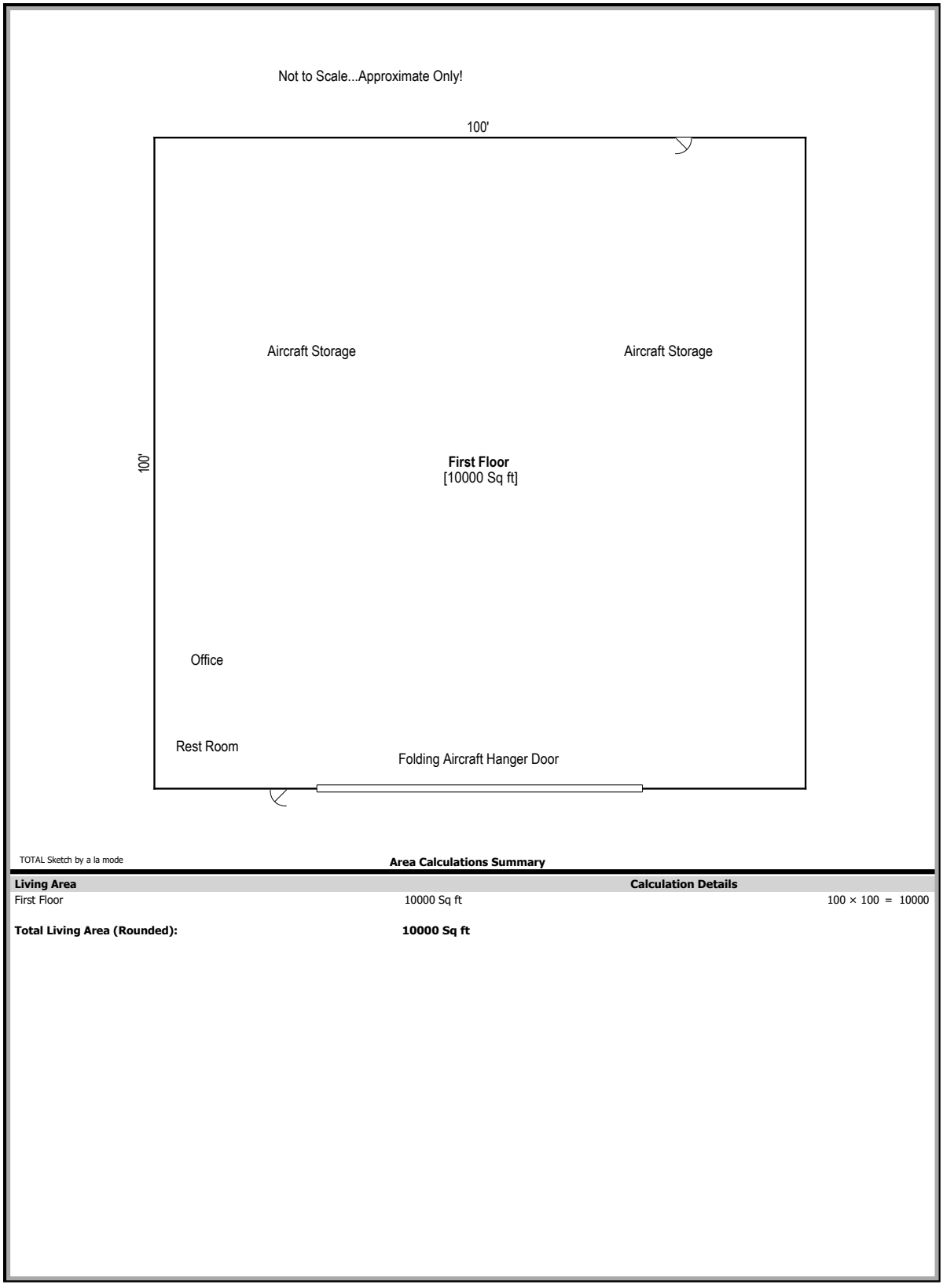
Classification	Class S Aircraft Storage Hangar / Office Warehouse
Quality	Above Average
Condition	Good
Exterior	Metal Frame Insulated Steel Panel (Wood Frame Office)
Interior	Textured & Painted Drywall / Unfinished Hangar
Ceilings	Textured & Painted Drywall / Unfinished Hangar
Foundation	Concrete Slab on Grade
Roof	Slightly Pitched Insulated Steel Panel
HVAC	Ceiling Mount Forced Air Furnaces (Two), Electric Baseboard
Doors	Metal Framed Metal & Bi-fold Hangar
Lighting	Halogen and LED Fixtures
Flooring	Sealed Concrete, Carpet, Tile
Plumbing / Electrical	Adequate For Aviation Use
Site Improvements	Utility Taps
Site Details	Leased Land (10,000 SF - Building Footprint)
Gross Building Area	10,000 SF GBA

Subject Deferred Maintenance: The subject property appears to be very well maintained and in good condition in comparison to the improvements within the vicinity. Moreover, no significant deferred maintenance is applicable at this time. Recall that the subject includes numerous updated features to include two new gas forced-air heat units, new sealed concrete flooring, new office and restroom finishes with laundry and electric baseboard heat. Additionally, I do not warrant any of the components of the subject property whatsoever (strictly a liability disclaimer).

No personal property items (FFE - Furniture, Fixtures & Equipment), trade fixture items or business venture occupying the premises is included in this real property appraisal report.

Building Sketch

Borrower	Not intended for lending purpose use.						
Property Address	351 Skyway St						
City	Pueblo	County	Pueblo	State	CO	Zip Code	81001
Lender/Client	City of Pueblo						



TOTAL Sketch by a la mode

Area Calculations Summary

Living Area		Calculation Details
First Floor	10000 Sq ft	100 × 100 = 10000
Total Living Area (Rounded):	**10000 Sq ft**	

Form SKT.BLDSKI - "TOTAL" appraisal software by a la mode, inc. - 1-800-ALAMODE

Subject Photos Page 1 of 3

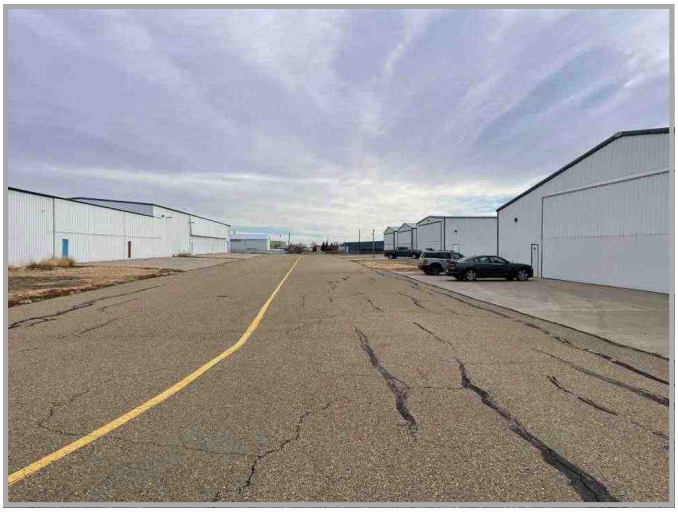
Borrower	Not intended for lending purpose use.						
Property Address	351 Skyway St						
City	Pueblo	County	Pueblo	State	CO	Zip Code	81001
Lender/Client	City of Pueblo						

Front

Front

Rear

Rear



Taxiway

Taxiway

Subject Photos

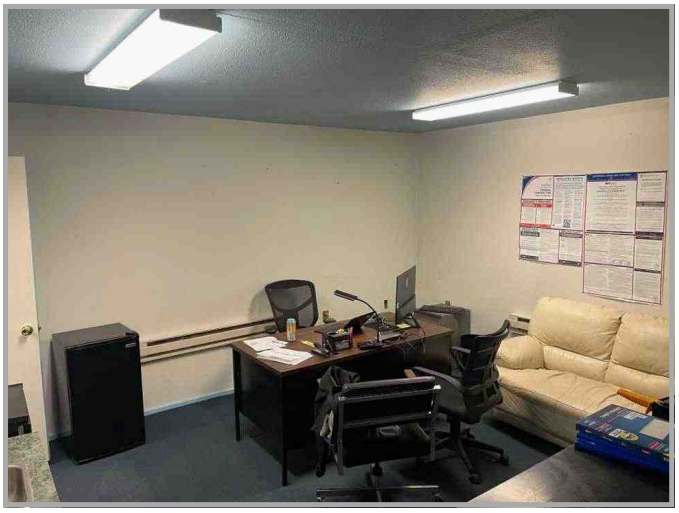
Borrower	Not intended for lending purpose use.						
Property Address	351 Skyway St						
City	Pueblo	County	Pueblo	State	CO	Zip Code	81001
Lender/Client	City of Pueblo						

Interior

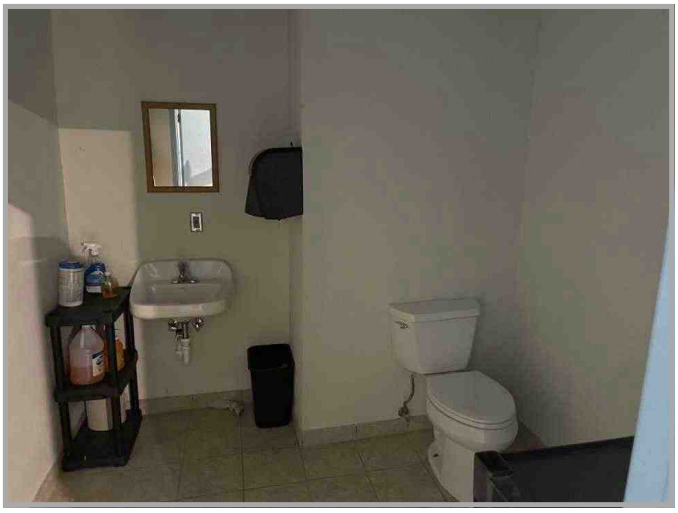
Interior

Interior

Interior



Office



Rest Room

Pueblo Memorial Airport
Emergency Contact Information

FOR OFFICE USE ONLY	
BADGE #	
ISSUED	
EXPIRES	
GATES	
MOVEMENT	YES / NO
STA	

Primary Contact Last Name:	First Name:	Badge #:
Primary Phone:	Alternate Phone:	
Email Address:		
Secondary Contact Last Name:	First Name:	Badge #:
Secondary Contact Phone:	Alternate Phone:	
Aircraft Type & Tail Number:		

Aviation Updated ☐
PFD Updated ☐

Revised AUGUST 2022

In case of emergency dial 911.

This address is: 351 Skyway St.

Non-Emergency Contacts

Fire Station 10: 719-553-2759

Airport Operations: 719-320-2710

Airport Administration: 719-553-2760

Pueblo Tower: 719-948-3374

Fuel Spills call Fire Station 10

Revised AUGUST 2022

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: June 22, 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

SUBJECT: AN ORDINANCE AMENDING APPROPRIATIONS AND COMPILING PREVIOUS AMENDMENTS TO THE GENERAL FUND, SPECIAL REVENUE FUNDS, ENTERPRISE FUNDS, INTERNAL SERVICE FUNDS, DEBT SERVICE FUNDS AND CAPITAL PROJECTS FUNDS, FOR THE FISCAL YEAR 2025 AND AMENDING THE BUDGET FOR THE YEAR 2025

SUMMARY:

Attached is an Ordinance amending the original 2025 budget Ordinance to incorporate changes made through the year.

PREVIOUS COUNCIL ACTION:

Ordinance 10846, passed and approved by the City Council on November 25, 2024, adopting the Budget for the fiscal year 2025.

BACKGROUND:

In November of 2024, the City Council adopted the annual budget for the year 2025. During the year, due to various operational changes, the City Council adopted several Ordinances and Resolutions amending that budget. This Ordinance also incorporates changes and corrections as dictated through the year-end closing process, as well as adjustments to departmental budgets as necessary. This Ordinance accumulates all of these items into one summary Ordinance, which reflects the final revised Budget for the year 2025. For the General Fund, the sum of the budget amendment for the year 2025 is $ 280,812.

FINANCIAL IMPLICATIONS:

This action summarizes previously approved council and administrative changes to the budget and makes additional budget changes as needed.

BOARD/COMMISSION RECOMMENDATION:

Not applicable.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

Not applicable to this Ordinance.

RECOMMENDATION:

Approval of this Ordinance.

ATTACHMENTS:

None

ORDINANCE NO.

AN ORDINANCE AMENDING APPROPRIATIONS AND COMPILING PREVIOUS AMENDMENTS TO THE GENERAL FUND, SPECIAL REVENUE FUNDS, ENTERPRISE FUNDS, INTERNAL SERVICE FUNDS, DEBT SERVICE FUNDS AND CAPITAL PROJECTS FUNDS, FOR THE FISCAL YEAR 2025 AND AMENDING THE BUDGET FOR THE YEAR 2025

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

SECTION 1.

The budget for the fiscal year 2025 with amendments made thereto by the City Council, the original of which is on file with the Director of Finance, is incorporated herein in full, and hereby approved.

SECTION 2.

The General Fund Revenue for Fiscal Year is hereby amended as follows:

SOURCE	**ORIGINAL BUDGET**	**FINAL AMENDED BUDGET**
Taxes	99,963,096	99,963,096
Licenses & Permits	1,100,800	1,100,800
Intergovernmental	2,925,000	2,925,000
Charges for Service	5,142,998	5,142,998
Fines & Forfeits	1,444,050	1,444,050
Other Revenue	2,767,900	2,767,900
Transfers In	3,847,911	3,847,911
Fund Balance	8,749,971	9,030,783
General Fund Total	**125,941,726**	**126,222,538**

SECTION 3.

The General Fund Appropriation by Department for the Fiscal Year is hereby amended as follows:

SOURCE	**ORIGINAL BUDGET**	**FINAL AMENDED BUDGET**
General Government	19,429,482	19,225,354
Police	42,199,793	42,159,243
Fire	28,755,103	28,703,285

Public Works	9,887,859	9,798,833
Parks	8,566,970	8,566,970
Non-Departmental	8,154,342	8,432,088
Transfers Out	8,948,177	9,336,765
General Fund Total	**125,941,726**	**126,222,538**

SECTION 4.

The estimated Revenues as well as the budgeted Expenditures of the Special Revenue Funds, Enterprise Funds, Internal Service Funds, Debt Service Funds, and Capital Project Funds for the Fiscal Year are hereby amended as follows:

OTHER FUNDS	**ORIGINAL BUDGET**	**FINAL AMENDED BUDGET**
INTERGOVERNMENTAL	6,817,559	19,174,397
OTHER SPECIAL REVENUE	571,487	632,707
SPECIAL CHARGES	6,257,007	6,565,890
STIMULUS GRANTS	85,087	85,087
HUD GRANTS	2,943,757	11,534,761
PUBLIC IMPROVEMENTS	3,648,400	111,576,331
POLICE SAFETY TAX	4,810,461	6,291,269
SPECIAL DISTRICT	728,649	745,329
DEBT SERVICE FUND	2,621,998	3,052,810
ECONOMIC DEVELOPMENT TAX	15,569,346	42,581,810
FIRE DEPARTMENT BUILDINGS	-	24,291,605
ELMWOOD GOLF COURSE	1,866,876	2,306,006
WALKINGSTICK GOLF COURSE	1,428,300	1,701,298
HONOR FARM PROPERTIES	132,898	132,898
MEMORIAL HALL	2,505,249	2,505,249
MEMORIAL AIRPORT	2,477,352	8,195,538
PUEBLO TRANSIT	6,607,143	9,736,634
PARKING FACILITIES	800,125	897,625
WASTEWATER ENTERPRISE	34,749,722	90,596,761
STORMWATER UTILITY	5,650,000	20,825,387
STREET REPAIR UTILITY	-	953,546
INTERNAL SERVICE FUNDS	22,306,530	22,887,872

SECTION 5.

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

described herein.

SECTION 6.

No expenditures shall be made, or warrants issued against any monies appropriated, except in strict conformity with the Charter of the City of Pueblo and in accordance with the provisions of this Ordinance.

SECTION 7.

This Ordinance shall become effective on the date of the 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: June 22, 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 $60,000 FROM PROJECT ACCOUNT CI2503, MUNI COURT SMALL SUV TO CI2443, ADMIN OFFICES RELOCATION PROJECT, TRANSFERRING FUNDS IN THE AMOUNT OF $31,000 FROM THE UNAPPROPRIATED FUND BALANCE OF THE HEALTH SELF INSURANCE FUND, BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF $31,000 TO PROJECT ACCOUNT CI2613, EMPLOYEE CLINIC RENOVATIONS, APPROVING CONTRACT AMENDMENT NO. 1 IN THE AMOUNT OF $182,175 TO H.W. HOUSTON CONSTRUCTION, LLC, FOR PROJECT NO. 26-001, BUILDING REMODEL - 650 DITTMER AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

This Ordinance transfers $60,000.00 from CI2503, Muni Court Small SUV to CI2443, $31,000.00 from the unappropriated fund balance of the Health Self Insurance Fund, budgets and appropriates the funds transferred from the Health Self Insurance Fund to account CI2613, and approves Contract Amendment No. 1 in the amount of $182,175.00 to H.W. Houston, Construction LLC, for Project No. 26-001, Building Remodel - 650 Dittmer.

PREVIOUS COUNCIL ACTION:

Resolution 16249, dated February 9, 2026, awarded a construction contract to H.W. Houston Construction, LLC for Project No. 26-001, Building Remodel - 650 Dittmer.

Ordinance 11144, dated April 13, 2026, established Project No. CI2613, Employee Clinic renovations, and transferred, budgeted and appropriated funds in the amount of $60,000.00 to the project account.

BACKGROUND:

The original project, awarded to H.W. Houston Construction, LLC, consisted of the interior renovation of the 2nd floor of the 650 Dittmer Building, including:

- Selective demolition of existing walls, doors, casework, and MEP components.
- New construction included walls, doors, casework, and associated MEP systems.
- New finishes included painting throughout and replacement of select flooring and ceilings.
- Associated plumbing, electrical and mechanical work was included, including flushing of the existing mechanical system (including heat pumps).

During flushing of the heat pumps (16 of them on all floors of the building), it was discovered that approximately half of them could not be flushed as they were completely clogged and rusted. The other eight are crawling along. With this contract amendment, eight of the heat pumps will be replaced. All 16 will receive y-traps to act as a filter, so the sludge in the old heat pumps will not clog the new heat pumps. In addition, all units will be chemically flushed, and the existing units will receive new connection hoses and parts. A portion of the work (5 heat pumps) are on the first floor of the building and the work shall be done for the benefit of the employee health clinic.

The cost of the additional work exceeds the threshold for administrative approval of a change order and a contract amendment will be required to award and complete the additional work.

FINANCIAL IMPLICATIONS:

Funding in the amount of $60,000.00 will be transferred from Account Project CI2503, Muni Court Small SUV into Account Project CI2443, Admin Offices Relocation Project.

Funding in the amount of $31,000.00 will be transferred, budgeted and appropriated from the unappropriated fund balance of the Health Self Insurance Fund into Account Project CI2613, Employee Clinic Renovations Project.

Funding in the amount of $112,175.00, will be paid from Project Account CI2443, Admin Offices Relocation Project.

Funding in the amount of $70,000, will be paid from Project Account CI2613, Employee Clinic Renovations Project.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

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

project.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 26-001 Amendment No1 - Building Remodel 650 Dittmer

ORDINANCE NO.

AN ORDINANCE TRANSFERRING FUNDS IN THE AMOUNT OF $60,000 FROM PROJECT ACCOUNT CI2503, MUNI COURT SMALL SUV TO CI2443, ADMIN OFFICES RELOCATION PROJECT, TRANSFERRING FUNDS IN THE AMOUNT OF $31,000 FROM THE UNAPPROPRIATED FUND BALANCE OF THE HEALTH SELF INSURANCE FUND, BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF $31,000 TO PROJECT ACCOUNT CI2613, EMPLOYEE CLINIC RENOVATIONS, APPROVING CONTRACT AMENDMENT NO. 1 IN THE AMOUNT OF $182,175 TO H.W. HOUSTON CONSTRUCTION, LLC, FOR PROJECT NO. 26-001, BUILDING REMODEL - 650 DITTMER AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, a Construction Contract was awarded to H.W. Houston Construction, LLC, under Contract Number 26-001; and

WHEREAS, a contract amendment is requested for the purpose of completing replacement of eight heat pumps and associated work to complete the project; NOW, THEREFORE,

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

SECTION 1.

Funds in the amount of $60,000.00 are hereby transferred from Account Project CI2503, Muni Court Small SUV to Account Project CI2443 - Admin Offices Relocation Project

SECTION 2.

Funds in the amount of $31,000.00 are hereby transferred from the unappropriated fund balance of the Health Self Insurance Fund and budgeted and appropriated into Account Project CI2613 - Employee Clinic Renovation Project

SECTION 3.

Contract Amendment No. 1 to the Construction Contract for Building Remodel - 650 Dittmer with H.W. Houston Construction, LLC, Project No. 26-001, in the amount of $182,175.00, a copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved, and City Council authorizes the additional work contemplated by the Amendment.

SECTION 4.

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

SECTION 5.

Funds in the amount of $112,175.00 shall be paid from Project Account CI2443, Admin

Offices Relocation Project

SECTION 6.

Funds in the amount of $70,000.00 shall be paid from Project Account CI2613, Employee Clinic Renovation Project

SECTION 7.

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

SECTION 8.

This Resolution shall become effective immediately upon 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

AMENDMENT NO. 1 TO
CONSTRUCTION CONTRACT

This Amendment No. 1 to a construction contract ("Amendment") is executed to be effective as of July 14, 2026, by and between the City of Pueblo, a Colorado Municipal Corporation ("City") and H.W. Houston Construction, LLC, a Colorado Limited Liability Company ("Contractor").

WHEREAS, City and Contractor entered into that certain construction contract dated February 24, 2026, for Project 26-001 Building Remodel – 650 Dittmer (the "Construction Agreement"); and

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

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

1. 1. The proposed additional work items identified as "**COP #7b Heat Pump Replacement (8 clogged Pumps)"** on the proposal attached hereto, and labelled Exhibit 1, are hereby accepted and approved. The Construction Agreement is amended to incorporate all additional work to be performed as contemplated by and at the prices set forth in Exhibit 1, and such additional work shall become a component part of and incorporated into all work contemplated by the Construction Agreement. Contractor shall perform all such work subject to and consistent with all requirements and provisions of the Construction Agreement. Contractor shall perform all acts necessary or required as a result of this Amendment, including, but not limited to, furnishing Performance and Payment Bonds in compliance with Section 5.20 of the Invitation for Bid. The Performance and Payment Bonds shall be in the total amount of $579,181.00, which includes the original contract amount of $370,162.00, Change Order No. 1r1 in the amount of $24,121.00, Change Order No. 2r1 in the amount of $3,701.00, Change Order No. 3 in the amount of ($978.00), and the additional contract amount of $182,175.00 contemplated by the additional work performed under this Amendment. The time for completion of all work under the Construction Agreement including the additional work to be performed under this Amendment is increased by thirty (30) days.

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

3. This Amendment and all other documents contemplated hereunder may be executed using electronic signatures with delivery via facsimile transmission, by scanning and transmission of electronic files in Portable Document Format (PDF) or other readily available file format, or by copy transmitted via email, or by other electronic means and in one or more counterparts,

each of which shall be: (i) an original, and all of which taken together shall constitute one and the same agreement, (ii) a valid and binding agreement and fully admissible under state and federal law, and (iii) enforceable in accordance with its terms.

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

H.W. HOUSTON CONSTRUCTION, LLC

By _____
Louis Nazario, President

CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION

By _____
Teresa May Burns, Director of Purchasing

ATTEST:

_____
Clyde Bishop, City Clerk

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

_____
Danny Nunn, Director of Finance

APPROVED AS TO FORM DEPARTMENT OF LAW:

_____
Robert P. Jagger, Deputy City Attorney

EXHIBIT 1

H.W. Houston Proposal (3 Pages)

Dittmer Offices Remodel

101 W Riverwalk
Pueblo, CO 81003

May 18, 2026

H.W. Houston Construction

COP #7a Heat Pump Replacement (Replacement of all 16 Heat Pumps)

Sys	Description of Work	Replace ALL existing heat pumps in building.	
		Cost	% of Cost
COP #7a Heat Pump Replacement (Replacement of all 16 Heat Pumps)			
2100	Demo Ceilings	2,550	0.74%
8100	Provide Access Doors at two Pump Locations in Gyp. Ceilings	2,400	0.70%
9100	Repair Ceilings	20,000	5.84%
21000	Fire Sprinkler System Relocation	10,625	3.10%
26000	Olson Plumbing - See attached Scope	255,910	74.72%
	Subtotal Direct Costs	**291,485**	**85%**
Indirect Costs			
	Plan Review and Permit	-	0.00%
	Builder's Risk Insurance	308	0.09%
	Performance and Payment Bond - Not Included	3,082	0.90%
	Contractor's Insurance	3,082	0.90%
	General Conditions	34,248	10.00%
	CM/GC Fee	10,274	3.00%
	Design Fee - Not Included	-	0.00%
	Subtotal Direct, Indirect & Contingency Costs	**50,995**	**14.89%**
	Total Estimated Construction Cost	**342,480**	**100.00%**
	Time Increase	**30**	**Days**

COP #7b Heat Pump Replacement (8 clogged Pumps)

Sys	Description of Work	Replace 8 existing heat pumps in building.	
		Cost	% of Cost
COP #7b Heat Pump Replacement (8 clogged Pumps)			
2100	Demo Ceilings	1,280	0.37%
8100	Provide Access Doors at two Pump Locations in Gyp. Ceilings	2,400	0.70%
9100	Repair Ceilings	10,000	2.92%
21000	Fire Sprinkler System Relocation	5,320	1.55%
26000	Olson Plumbing - See attached Scope	136,049	39.72%
	Subtotal Direct Costs	**155,049**	**45%**
Indirect Costs			
	Plan Review and Permit	-	0.00%
	Builder's Risk Insurance	164	0.05%
	Performance and Payment Bond - Not Included	1,640	0.48%
	Contractor's Insurance	1,640	0.48%
	General Conditions	18,217	5.32%
	CM/GC Fee	5,465	1.60%
	Design Fee - Not Included	-	0.00%
	Subtotal Direct, Indirect & Contingency Costs	**27,126**	**7.92%**
	Total Estimated Construction Cost	**182,175**	**53.19%**
	Time Increase	**30**	**Days**

INDUSTRIAL PLUMBING & HEATING CO.

3102 South Prairie Avenue, Pueblo Colorado 81005

5/13/2026
To: Mr. Louis Nazario
HW Houston
RE: Dittmer Building Heat Pump Replacements
Industrial Plumbing and Heating are pleased to offer the following proposal for your consideration based on walkthrough and meeting.

- Provide and install the necessary labor and materials to replace 8 or 16 existing FHP Heat Pumps with Trane Heat Pumps on a 2-week quick ship.
  - Electrical
  - Sheetmetal
  - Regional Permit
  - Complete Flushing of the heat pump mains and add Y strainer to all heat pumps.
  - Previous cost to get 7 heat pump coils cleared as best as possible.
- Disposal of the existing heat pumps.
- Pricing is based on working normal working hours.
- **16 Heat pumps with quick ship $255,910.00**
  - Please deduct $34,00.00 if quick ship is not needed.
- **8 Heat pumps with quick ship $136,049.00**
  - Please deduct $17,00.00 if quick ship is not needed.

- **<u>Pricing breakouts for 8 HP's</u>**
  - Labor for HP's - $43,494.00
  - Materials - $3,200.00
  - Equipment - $43,855.00
  - Previous Cost - $12,500.00
  - Two Week Quick Ship - $17,000.00
  - Electrical Subcontractor - $16,000.00 **<u>(Allowance)</u>**

- **<u>Pricing breakouts for 16 HP's</u>**
  - Labor for HP's - $78,914.00
  - Materials - $6,400.00
  - Equipment - $92,096.00
  - Previous Cost - $12,500.00
  - Two Week Quick Ship - $34,000.00
  - Electrical Subcontractor - $32,000.00 **<u>(Allowance)</u>**

- Exclusions:

- Engineering
- Fire Protection
- Ceiling grid removal or replacement
- Premium time
- Controls
- Painting or patching of drywall.

Thank you very much for the opportunity to provide pricing for this project. Please do not hesitate to contact me with any questions or concerns.
Sincerely,

John Hill

Vice President

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: June 22, 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 AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE STATE OF COLORADO, ACTING BY AND THROUGH THE COLORADO DEPARTMENT OF TRANSPORTATION, PROJECT: SHO M086-106 (27194) PRAIRIE AND ST CLAIR IMPROVEMENTS, ACCEPTING A GRANT IN THE AMOUNT OF $756,000, ESTABLISHING PROJECT ACCOUNT CI2616, CDOT GRANT PRAIRIE & ST CLAIR, TRANSFERRING $84,000 FROM PROJECT ACCOUNT HUAN01, STREET RESURFACING PROJECT TO PROJECT ACCOUNT CI2616, CDOT GRANT PRAIRIE & ST CLAIR PROJECT, BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF $840,000, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

This Ordinance approves an Intergovernmental Agreement (“IGA”) between Pueblo, a Colorado Municipal Corporation (“City”) and the State of Colorado, Colorado Department of Transportation (“CDOT”) accepting a grant in the amount of $756,000.00, creates Project Account CI2616 for CDOT Grant Prairie & St Clair Project, transfers $84,000.00 for the required 10% match from Project Account HUAN01, and budgets and appropriates funds totaling $840,000.00 for the Project.

PREVIOUS COUNCIL ACTION:

Resolution 15519, dated February 26, 2024, awarded an Agreement for Professional Engineering Services in the amount of $142,250.00 to Olsson, Inc., for Project 23-146, Design for Intersection of Prairie and St. Clair.

Resolution 15613, dated April 22, 2024, rescinded an Agreement for Professional Engineering Services with Olsson, Inc, awarded an Agreement for Professional Engineering Services with JR Engineering, Inc, in the amount of $145,890.00 for

Project No. 23-146, Design for Intersection of Prairie and St. Clair.

BACKGROUND:

This Ordinance accepts the Highway Safety Improvements Program (SHO) grant award for Prairie and St Clair Intersection Improvements.

The City submitted a grant to CDOT for the Prairie and St Clair Intersection Improvements Project. Although Prairie Avenue and St. Clair Avenue is a signalized intersection, the City identified this intersection as needing improvements due to the abnormally high number of broadside and rear end vehicle crashes.

Prairie Avenue is a four-lane major arterial and St Clair functions as a minor arterial (although it is built like a 2-lane collector). The intersection of Prairie and St. Clair has been on the City's Capital Improvement Plan since at least 2017, though it has never been funded.

The Department of Public Works has reviewed and is familiar with the grant application, award, and associated draft agreement, and to the best of our knowledge and belief, the City has the present ability to comply with all monetary expenditures, special conditions, certifications and assurances therein contained.

FINANCIAL IMPLICATIONS:

The matching funds in the amount of $84,000.00 will be transferred from Project Account HUAN01, Street Resurfacing to Project Account CI2616, CDOT Grant Prairie & St Clair.

Funds in the amount of $840,000.00 shall be budgeted and appropriated for Project Account CI2616.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Currently, there are no alternatives for completing the improvements without the funding from the Highway Safety Improvement Program funds.

RECOMMENDATION:

Approve the Ordinance.

ATTACHMENTS:

1. Complete Draft OLA Pueblo (27194) 331003862 June 08, 2026

ORDINANCE NO.

AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE STATE OF COLORADO, ACTING BY AND THROUGH THE COLORADO DEPARTMENT OF TRANSPORTATION, PROJECT: SHO M086-106 (27194) PRAIRIE AND ST CLAIR IMPROVEMENTS, ACCEPTING A GRANT IN THE AMOUNT OF $756,000, ESTABLISHING PROJECT ACCOUNT CI2616, CDOT GRANT PRAIRIE & ST CLAIR, TRANSFERRING $84,000 FROM PROJECT ACCOUNT HUAN01, STREET RESURFACING PROJECT TO PROJECT ACCOUNT CI2616, CDOT GRANT PRAIRIE & ST CLAIR PROJECT, BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF $840,000, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

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

SECTION 1.

Project Account CI2616, CDOT Grant Prairie & St Clair Project, is hereby established.

SECTION 2.

The Intergovernmental Agreement (“IGA”) between the City of Pueblo ("City"), a Colorado Municipal Corporation, and the State of Colorado, acting with and through the Colorado Department of Transportation ("CDOT"), Project: SHO M086-106 (27194), Prairie and St Clair Intersection, a copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved.

SECTION 3.

Funds in the amount of $84,000.00 are hereby transferred from Project Account HUAN01, Street Resurfacing to Project Account CI2616, CDOT Grant Prairie & St Clair Project, and budgeted and appropriated for the CDOT Grant Prairie & St Clair Project Account, CI2616.

SECTION 4.

Subject to encumbrances by the Colorado State Department of Transportation, funds in the amount of $756,000.00 are hereby budgeted and appropriated for the Prairie & St Clair Intersection Imp into Project Account CI2616.

SECTION 5.

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

SECTION 6.

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 7.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

_____
President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

_____
_____
_____
_____

_____
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

_____
City Clerk

State of Colorado Intergovernmental Agreement
Cover Page

State Agency
Department of Transportation

Local Agency
City of Pueblo

Agreement Routing Number
26-HA2-XC-00140

Agreement Effective Date
The later of the Effective Date or
May 27, 2026

Agreement Expiration Date
May 26, 2036

Agreement Maximum Amount
$840,000.00

Project #
SHO M086-106 (27194)

Region #
2

Agreement Writer
Clayton McClellan

Agreement Description
Prairie & St Clair Imp

Exhibits and Order of Precedence
The following Exhibits and attachments are included with this Agreement:

1. **Exhibit A**, Scope of Work
2. **Exhibit B**, Sample Option Letter
3. **Exhibit C**, Funding Provisions (Budget)
4. **Exhibit D**, Local Agency Resolution
5. **Exhibit E**, Local Agency Agreement Administration Checklist
6. **Exhibit F**, Certification for Federal-Aid Agreements
7. **Exhibit G**, Disadvantaged Business Enterprise
8. **Exhibit H**, Local Agency Procedures for Consultant Services
9. **Exhibit I**, Federal-Aid Agreement Provisions for Construction Agreements
10. **Exhibit J**, Additional Federal Requirements
11. **Exhibit K**, Sample Subrecipient Monitoring and Risk Assessment Form
12. **Exhibit L**, 2 C.F.R. Part 200
13. **Exhibit M**, Federal Treasury Provisions- Reserved

In the event of a conflict or inconsistency between this Agreement and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:

1. The provisions of the other sections of the main body of this Agreement.
2. **Exhibit A**, Scope of Work
3. **Exhibit M**, Federal Treasury Provisions-Reserved.
4. **Exhibit F**, Certification for Federal-Aid Contracts.
5. **Exhibit G**, Disadvantaged Business Enterprise.
6. **Exhibit I**, Federal-Aid Contract Provisions for Construction Contracts.
7. **Exhibit J**, Additional Federal Requirements.

8. **Exhibit K**, Sample Sub-Recipient Monitoring and Risk Assessment Form.
9. **Exhibit L**, 2 C.F.R. Part 200.
10. **Exhibit C**, Funding Provisions.
11. **Exhibit H**, Local Agency Procedures for Consultant Services.
12. **Exhibit B**, Sample Option Letter.
13. **Exhibit E**, Local Agency Contract Administration Checklist
14. **Exhibit D**, Local Agency Resolution
15. Other exhibits in descending order of their attachment**.**

Principal Representatives

For the State:
Matthew Pettit, Local Agency Coordinator
CDOT, Region 2
5615 Wills Blvd.
Pueblo, CO 81008
Matthew.pettit@state.co.us
719-248-0378

For Local Agency:
Kelly Grisham, Project Coordinator
City of Pueblo
211 East D Street
Pueblo, CO 81003
kgrisham@pueblo.us
719-553-2254

Signature Page

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

Each person signing this Contract represents and warrants that he or she is duly authorized to execute this Contract and to bind the Party authorizing his or her signature.

Local Agency
City of Pueblo

By: Heather Graham, Mayor

Date: _____

State of Colorado
Jared S. Polis, Governor
Department of Transportation
Shoshana M. Lew, Executive Director

By: Keith Stefanik, P.E., Chief Engineer

Date: _____

Local Agency
City of Pueblo

ATTEST
By: Clyde Bishop, City Clerk
Date:_____

Legal Review
Philip J. Weiser, Attorney General

By: Assistant Attorney General

Date: _____

State Controller
Robert Jaros, CPA, MBA, JD

By: Colorado Department of Transportation

Effective Date: _____

In accordance with §24-30-202, C.R.S., this Contract is not valid until signed and dated above by the State Controller or an authorized delegate.

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Agreement Provisions

1. PARTIES

This Agreement is entered into by and between Local Agency named on the Signature and Cover Page for this Agreement (Local Agency), and the STATE OF COLORADO acting by and through the State agency named on the Signature and Cover Page for this Agreement (the State or CDOT). Local Agency and the State agree to the terms and conditions in this Agreement.

2. TERM AND AGREEMENT EFFECTIVE DATE

A. Agreement Effective Date

This Agreement shall not be valid or enforceable until the Agreement Effective Date (as defined in **§5**), and Agreement Funds shall be expended within the dates shown in **Exhibit C** for each respective phase (Phase Performance Period(s). The State shall not be bound by any provision of this Agreement before the Agreement Effective Date, and shall have no obligation to pay Local Agency for any Work performed or expense incurred before 1) the Agreement Effective Date of this original Agreement; except as described below in **§7.D** of this Agreement; 2) before the Encumbering Document for the respective phase and the official Notice to Proceed for the respective phase; or 3) after the Final Phase Performance End Date, as shown in **Exhibit C**. Additionally, the State shall have no obligation to pay Local Agency for any Work performed or expense incurred (i) after the Agreement Expiration Date, (ii) after the required billing deadline specified below in **§7.B.i.e**.of this Agreement, (iii) or the expiration of "Special Funding" if applicable, whichever is sooner. If any of the funding has milestones that must be met by a certain date or an expiration date of the funds, then the State's obligation to pay those funds ends if milestones are not timely met or on the expiration of those funds and no payments will be made after that date. Otherwise, Agreement Funds will continue until the Agreement Expiration Date. Funds with milestone deadlines and/or an expiration date are shown on **Exhibit A**.

B. Initial Term and Extension

The Parties' respective performances under this Agreement shall commence on the Agreement Effective Date shown on the Signature and Cover Page for this Agreement and shall terminate on the Agreement Expiration Date as shown on the Signature and Cover Page for this Agreement, unless sooner terminated or further extended in accordance with the terms of this Agreement. Upon request of Local Agency, the State may, in its sole discretion, extend the term of this Agreement by Option Letter pursuant to **§7.E.iv** below. If the Work will be performed in multiple phases, the Phase Performance Period of each phase is detailed in **Exhibit C**.

3. AUTHORITY

Authority to enter into this Agreement exists in the law as follows:

A. Federal Authority

Pursuant to Title I, Subtitle A, of the Infrastructure Investment and Jobs Act (IIJA), and to applicable provisions of Title 23 (Highways) of the United States Code (U.S.C.) and implementing regulations at Title 23 (Highways) of the Code of Federal Regulations (C.F.R.), as may be amended, (collectively referred to hereinafter as the Federal Provisions), certain Federal funds have been and are expected to continue to be allocated for transportation projects requested by Local Agency and eligible under the Surface Transportation Improvement Program that has been proposed by the State and approved by the Federal Highway Administration (FHWA), pursuant to Title 49 U.S.C. (Transportation) Chapter 53 (Public Transportation) and Title 23, U.S.C., as amended by the IIJA, the Fixing America's Surface Transportation Act (FAST), or other Federal laws that Federal Transit Administration (FTA) administers.

B. State Authority

Pursuant to Colorado Revised Statutes (C.R.S.) §43-1-223 and applicable portions of the Federal Provisions, the State is responsible for the general administration and supervision of the performance of projects in the program, including the administration of Federal funds for a program project performed by a Local Agency under a contract with the State. This Agreement is executed under the authority of C.R.S. §§29-1-203, 43-1-110, 43-1-116, 43-2-101(4)(c) and 43-2-104.5.

4. PURPOSE

The purpose of this Agreement is to disburse Federal and State funds if applicable to the Local Agency pursuant to CDOT's Stewardship Agreement with the FHWA, and pursuant to agreement with the U.S. Department of the Treasury (USDT) and/or FTA as shown in **Exhibit C**.

5. DEFINITIONS

The following terms shall be construed and interpreted as follows:

A. "**Agreement**" means this Agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto. Agreement is used interchangeably with Contract.

B. "**Agreement Effective Date**" means the date on which this Agreement is approved and signed by the Colorado State Controller or designee, as shown on the Signature and Cover Page for this Agreement.

C. "**Agreement Expiration Date**" means the date on which this Agreement expires, as shown on the Signature and Cover Page for this Agreement.

D "**Agreement Funds**" means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Agreement.

E. "**Award**" means an award by a Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Award unless the terms and conditions of the Federal Award specifically indicate otherwise.

F. "**Breach of Agreement**" means the failure of a Party to perform any of its obligations in accordance with this Agreement, in whole or in part or in a timely or satisfactory manner. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Local Agency, or the appointment of a receiver or similar officer for Local Agency or any of its property, which is not vacated or fully stayed within 30 days after the institution of such proceeding, shall also constitute a breach. If Local Agency or any Contractor or Consultant is debarred or suspended under C.R.S. §24-109-105, at any time during their performance under this Agreement, then such debarment or suspension shall constitute a breach.

G. "**Budget**" means the budget for the Work described in **Exhibit C**.

H. "**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 C.R.S.§24-11-101(1).

I. "**Consultant**" means a professional engineer or designer hired by Local Agency to design the Work Product.

J. "**Contract**" means this Agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto. Contract and Agreement are used interchangeably.

K. "**Contractor**" means the general construction contractor hired by Local Agency to construct the Work.

L. "**CORA**" means the Colorado Open Records Act, C.R.S. §§24-72-200.1 *et seq.*

M. "**Encumbering Document"** means a document that authorizes a formal obligation of funds, typically done through an "Option Letter" as set forth in **§7.E**.

N. "**Evaluation**" means the process of examining Local Agency's Work and rating it based on criteria established in **§6, Exhibit A** and **Exhibit E**.

O. "**Exhibits**" means the following exhibits attached to this Agreement:

i. **Exhibit A**, Scope of Work.
ii. **Exhibit B**, Sample Option Letter.
iii. **Exhibit C**, Funding Provisions
iv. **Exhibit D**, Local Agency Resolution
v. **Exhibit E**, Local Agency Contract Administration Checklist
vi. **Exhibit F**, Certification for Federal-Aid Contracts
vii. **Exhibit G**, Disadvantaged Business Enterprise
viii. **Exhibit H**, Local Agency Procedures for Consultant Services
ix. **Exhibit I**, Federal-Aid Contract Provisions for Construction Contracts
x. **Exhibit J**, Additional Federal Requirements

xi. **Exhibit L**, Sample Sub-Recipient Monitoring and Risk Assessment Form

xii. **Exhibit M**, 2 C.F.R. Part 200

xiii. **Exhibit N**, Federal Treasury Provisions (Reserved)

P. "**Federal Award**" means an award of Federal financial assistance or a cost-reimbursement contract by a Federal Awarding Agency to a Recipient. It also means an agreement setting forth the terms and conditions of the Federal Award. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.

Q. "**Federal Awarding Agency**" means a Federal agency providing a Federal Award to a Recipient.

R. "**FHWA**" means the Federal Highway Administration, which is one of the 10 Operating Administrations under the Office of the Secretary of Transportation at the U.S. Department of Transportation. FHWA provides stewardship over the construction, maintenance and preservation of the Nation's highways and tunnels. FHWA is the Federal Awarding Agency for the Federal Award which may be the subject of this Agreement.

S. **"Force Account Construction"** means a method of payment where the Local Agency is reimbursed for the actual costs of labor, materials, and equipment, plus a predetermined percentage for overhead and profit.

T. "**FTA**" means Federal Transit Administration.

U. "**Goods**" means any movable material acquired, produced, or delivered by Local Agency as set forth in this Agreement and shall include any movable material acquired, produced, or delivered by Local Agency in connection with the Services.

V. "**Incident**" means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access or disclosure of State Confidential Information or of the unauthorized modification, disruption, or destruction of any State Records.

W. "**Initial Term**" means the time period defined in **§2.B**.

X. "**Local Agency Manual"** means a manual to assist Local Agency personnel involved in the design, construction and management of State and Federally funded projects. It is available on CDOT's website or can be provided to Local Agency upon request.

Y. "**Local Funds**" means the funds provided by the Local Agency as their obligated contribution to the Federal and/or State Awards to receive the Federal and/or State funding.

Z. "**Notice to Proceed**" means the letter issued by the State to the Local Agency stating the date the Local Agency can begin Work subject to the conditions of this Agreement.

AA. "**OMB**" means the Executive Office of the President, Office of Management and Budget.

BB. "**Oversight**" means the term as it is defined in the Stewardship Agreement between CDOT and the FHWA.

CC. "**Party**" means the State or Local Agency, and "**Parties**" means both the State and Local Agency.

DD. "**PII**" means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in C.R.S. §24-72-501 "PII" shall also mean "personal identifying information" as set forth at C.R.S. § 24-74-102, *et seq*.

EE. "**Recipient**" means the Colorado Department of Transportation (CDOT).

FF. "**Services**" means the services to be performed by Local Agency as set forth in this Agreement and shall include any services to be rendered by Local Agency in connection with the Goods and shall include any maintenance.

GG. "**Special Funding**" means an award by Federal agency or the State which may include but is not limited to one (1) or a combination of Congressional Earmark, Multimodal Transportation & Mitigation Options Funding, Revitalizing Main Streets, Safer Main Streets and/or any other applicable funds.

HH. "**State Confidential Information**" shall include, but is not limited to, PII and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Contractor which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Contractor without restrictions at the time of its disclosure to Contractor; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Contractor to the State; (iv) is disclosed to Contractor, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.

II. "**State Fiscal Rules**" means the fiscal rules promulgated by the Colorado State Controller pursuant to C.R.S. §24-30-202(13)(a).

JJ. "**State Fiscal Year**" means a 12-month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.

JJ. "**State Records**" means all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.

KK. "**Sub-Award**" means this Award by the State to Local Agency funded in whole or in part by a Federal Award and/or State funds. The terms and conditions of the Federal Award and/or the State funds flow down to this Sub-Award unless the terms and conditions of the Federal Award and/or State funds specifically indicate otherwise.

LL. "**Subcontractor**" means third parties, if any, engaged by Local Agency to aid in performance of the Work.

MM. "**Subrecipient**" means a non-Federal entity that receives a sub-award from a Recipient to carry out part of a Federal program but does not include an individual that is a beneficiary of such program. A Subrecipient may also be a recipient of other Federal Awards directly from a Federal Awarding Agency. For purposes of this Agreement, Local Agency is a subrecipient.

NN. "**Uniform Guidance**" means Title 2 (Federal Financial Assistance) C.F.R Chapter 200 (Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards) in its entirety.

OO. "**USDT**" means the United States Department of the Treasury which is the national treasury and finance department of the Federal government of the United States where it serves as an executive department and is the Federal Awarding Agency for the Federal Award which may be the subject of this Agreement.

PP. "**Work**" means the delivery of the Goods and performance of the Services in compliance with CDOT's Local Agency Manual described in this Agreement.

QQ. "**Work Product**" means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work. "Work Product" does not include any material that was developed prior to the Agreement Effective Date that is used, without modification, in the performance of the Work.

Any other term used in this Agreement that is defined in an Exhibit shall be construed and interpreted as defined in that Exhibit.

6. SCOPE OF WORK

Local Agency shall complete the Work as described in and in accordance with the provisions of this Agreement, the provisions of **Exhibit A**, and the Local Agency Manual. The State shall have no liability to compensate Local Agency for the delivery of any Goods or the performance of any Services that are not specifically set forth in this Agreement. Work may be divided into multiple phases that have separate periods of performance. The State may not compensate for Work that Local Agency performs outside of its designated Phase Performance Period. The Phase Performance Periods, including, but not limited to Design, Construction, Miscellaneous, Right of Way, Utilities, and/or Environment phases, are identified

in **Exhibit C**. The State may unilaterally modify **Exhibit C** from time to time, at its sole discretion, as listed in **§7.E** of this Agreement.

A. Local Agency Commitments

i. Design

If the Work includes preliminary design, final design, design work sheets, or special provisions and estimates (collectively referred to as the "Plans"), Local Agency shall ensure that Local Agency it and its Contractors and Subcontractors comply with and are responsible for satisfying the following requirements:

a. Perform or provide the Plans to the State.

b. Prepare final design in accordance with the requirements of the latest edition of the American Association of State Highway Transportation Officials (AASHTO) manual or other standard, such as the Uniform Building Code, as approved by the State.

c. Prepare provisions and estimates in accordance with the most current version of the State's Roadway and Bridge Design Manuals and Standard Specifications for Road and Bridge Construction or Local Agency specifications if approved by the State.

d. Include details of any required detours in the Plans to prevent any interference of the construction Work and to protect the travelling public.

e. Stamp the Plans as produced by a Colorado registered professional engineer.

f. Provide final assembly of Plans and all other necessary documents to the State pursuant to **§17**.

g. Ensure the Plans are accurate and complete.

h. The Plans shall be considered final when approved in writing by CDOT, and when final, the Plans will be deemed incorporated herein. Local Agency shall make no further changes in the Plans following the award of the construction contract to Contractor unless expressly agreed to in writing by the Parties.

ii. Local Agency Work

a. Local Agency shall comply with the requirements of the Americans with Disabilities Act (ADA) 42 U.S.C. § 12101, *et seq*., and applicable Federal regulations and standards as contained in the procedural directive "ADA Accessibility Requirements in CDOT Transportation Projects".

b. Local Agency shall afford the State ample opportunity to review the Plans and shall make any changes in the Plans

that are directed by the State to comply with FHWA requirements.

c. Local Agency may enter into a contract with a Consultant to perform all or any portion of the Plans and/or construction administration. Provided, however, if Federal-aid funds are involved in the cost of such Work to be done by such Consultant, such Consultant contract (and the performance provision of the Plans under the contract) must comply with all applicable requirements of 23 C.F.R. Part 172 and with any procedures implementing those requirements as provided by the State, including those in **Exhibit H**. If Local Agency enters into a contract with a Consultant for the Work Local Agency must strictly comply with all the following requirements:

1. Local Agency Local Agency shall submit a certification that procurement of any Consultant contract complies with the requirements of 23 C.F.R. 172.5 prior to entering such Consultant contract, subject to the State's approval. If not approved by the State, Local Agency shall not enter such Consultant contract.

2. Local Agency shall ensure that all changes in the Consultant contract have prior approval by the State and FHWA and that they are in writing. Immediately after the Consultant contract has been awarded, one copy of the executed Consultant contract and any amendments shall be submitted to the State.

3. Local Agency shall require that all bills under the Consultant contract comply with the State's standardized billing format.

4. Local Agency (and any Consultant) shall comply with 23 C.F.R.172.5(b) and (d) and use the CDOT procedures described in **Exhibit H** to administer the Consultant contract.

5. Local Agency may request to expedite any CDOT approval of its procurement process and/or Consultant contract by submitting a letter to CDOT from Local Agency's attorney/authorized representative certifying compliance with **Exhibit H** and 23 C.F.R. 172.5(b) and (d).

iii. Construction

If the Work includes construction, Local Agency shall perform the construction in accordance with the approved design Plans and/or administer the construction in accordance with **Exhibit E**. Such administration shall include, but is not necessarily limited to, Work inspection and testing; approving sources of materials; performing required plant and shop inspections; documentation of contract

payments, testing and inspection activities; preparing and approving pay estimates; preparing, approving and securing the funding for contract modification orders and minor contract revisions; processing construction Contractor claims; construction supervision; and meeting the quality control requirements of the FHWA/CDOT Stewardship Agreement, as described in **Exhibit E**.

a. The State may, after providing written notice of the reason for the suspension to Local Agency, suspend the Work, in whole or in part, due to the failure of Local Agency or its Contractor to correct conditions which are unsafe for workers or for such periods as the State may deem necessary due to unsuitable weather, or for conditions considered unsuitable for the prosecution of the Work, or for any other condition or reason deemed by the State to be in the public interest.

    1. If the CDOT Engineer suspends the Work the suspension will be lifted when the conditions that led to the suspension are corrected. This requires the Local Agency or its Contractor to submit a plan for corrective measures to ensure the Work progresses safely and satisfactorily in the future. The CDOT Engineer will issue a notice to resume Work.

b. Local Agency shall be responsible for the following:

    1. Appointing a qualified professional engineer, licensed in the State of Colorado, as Local Agency Project Engineer (LAPE), to perform engineering administration. The LAPE shall administer the Work in accordance with this Agreement, the requirements of the construction contract and applicable State procedures, as defined in the CDOT Local Agency Manual.

    2. For the construction Services, advertising the call for bids, following its approval by the State, and awarding the construction contract(s) to the lowest responsible bidder(s).

        a. All Local Agency's advertising and bid awards pursuant to this Agreement shall comply with applicable requirements of 23 U.S.C. §112 and 23 C.F.R. Parts 633 and 635 and C.R.S. § § 24-92-101 *et seq*. Those requirements include, without limitation, that Local Agency and its Contractor(s) incorporate Form 1273 (**Exhibit I**) in its entirety, verbatim, into any subcontract(s) for Services as terms and conditions thereof, as required by 23 C.F.R. 633.102(e).

        b. Local Agency may accept or reject the proposal of the apparent low bidder for Work on which

competitive bids have been received. Local Agency must accept or reject such bids within three (3) working days after they are publicly opened.

c. If Local Agency accepts bids and makes awards that exceed the amount of available Agreement Funds, Local Agency shall provide the additional funds necessary to complete the Work or not award such bids.

d. The requirements of **§6.A.iii.b.2** also apply to any advertising and bid awards made by the State.

e. The State (and in some cases FHWA) must approve in advance all Force Account Construction, and Local Agency shall not initiate any such Services until the State issues a written Notice to Proceed to Local Agency.

iv. Right of Way (ROW) and Acquisition/Relocation

a. If Local Agency purchases a ROW for a State highway the Local Agency shall convey the ROW to CDOT promptly upon the completion of the project/construction.

b. Any acquisition/relocation activities shall comply with all applicable Federal and State statutes and regulations, including but not limited to, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, 49 C.F.R. Part 24 (Uniform Relocation Assistance and Real Property Acquisition Policies for Federal and Federally Assisted Programs), as amended , CDOT's Right of Way Manual, and CDOT's applicable Policy and Procedural Directives.

c. The Parties' respective responsibilities for ensuring compliance with acquisition, relocation and incidentals depend on the level of Federal participation as detailed in CDOT's Right of Way Manual, which is available at CDOT's website or can be provided to Local Agency upon request; however, the State always retains certain oversight responsibilities.

d. The Parties' respective responsibilities at each level of Federal participation in CDOT's Right of Way Manual, and the State's reimbursement of Local Agency costs will be determined pursuant the following categories:

1. Right of way acquisition (3111) for Federal participation and non-participation;

2. Relocation activities, if applicable (3109); and

3. Right of way incidentals, if applicable (expenses incidental to acquisition/relocation of right of way 3114).

e. If **Exhibit C** indicates that funds are allocated to ROW, such funds shall be transferred to CDOT's ROW division for payment to Local Agency and processing as follows:

1. Local Agency shall use the appropriate Memorandum of Agreement (MOA) for Local Agency Acquisition or MOA for Temporary Easement/Local Agency Acquisition forms for ROW acquisition (or such agreements as amended);

2. Within 30 days or more prior to closure of the project by CDOT, Local Agency shall submit to CDOT the following (ROW Payment Packet):

a. Certificate of Cost of Right of Way Form (executed by Local Agency);

b. CDOT Local Agency Reimbursement Request Form (executed by Local Agency);

c. Fair Market Value (FMV) or Waiver Valuation for each ROW acquisition;

d. Recommendation for Settlement, if applicable;

e. Copy of check or other proof of payment for ROW;

f. Signed MOAs between Local Agency and land owners;

g. Recorded Deeds and/or MOAs;

h. Parcel Negotiation Record and Agent's Certificate; and

i. Copies of FMV Offer Letters.

All forms are available on CDOT's website at: codot.gov/business/manuals/right-of-way-manual or can be provided to Local Agency upon request.

3. If CDOT's ROW Manager accepts the ROW Payment Packet, the ROW Manager shall countersign the CDOT Local Agency Reimbursement Request Form and Certificate of Cost of Right of Way Form;

4. CDOT ROW shall perform a successful TIN match for issuance of the warrant; and

5. CDOT ROW shall submit a Warrant Request to the CDOT Controller Delegate for approval of payment to Local Agency. The CDOT Controller Delegate shall

execute the Warrant Request prior to issuance of payment to Local Agency for ROW.

v. Utilities

If necessary, Local Agency shall be responsible for obtaining all proper clearance(s) and/or approval(s) from any utility company that may become involved in the Work. Prior to the Work being advertised for bids, Local Agency shall certify in writing to the State that all such clearances and/or approvals have been obtained.

vi. Railroads

If the Work involves modification of a railroad company's facilities and such modification will be accomplished by the railroad company, Local Agency shall make timely application to the Public Utilities Commission (**PUC**) requesting the PUC's order providing for the installation of the proposed improvements. Local Agency shall not proceed with that part of the Work before obtaining the PUC's order. Local Agency shall also establish contact with the railroad company involved for the purpose of complying with applicable provisions of 23 C.F.R. 646, subpart B, concerning Federal-aid projects involving railroad facilities, and:

a. Execute an agreement with the railroad company setting out what work is to be accomplished and the location(s) thereof, and which costs shall be eligible for Federal participation.

b. Obtain the railroad's detailed estimate of the cost of the Work.

c. Establish future maintenance responsibilities for the proposed installation.

d. Proscribe in the agreement the future use or dispositions of the proposed improvements in the event of abandonment or elimination of a grade crossing.

e. Establish future repair and/or replacement responsibilities, as between the railroad company and the Local Agency, in the event of accidental destruction or damage to the installation.

vii. Environmental Obligations

Local Agency shall perform all Work in accordance with the requirements of current applicable Federal and State environmental regulations, including but not limited to the National Environmental Policy Act of 1969 (NEPA) as applicable.

viii. Maintenance Obligations

Local Agency shall maintain and operate the Work constructed under this Agreement at its own cost and expense during the Work's useful life, in a manner satisfactory to the State and FHWA. If the Work is on a State Highway, Local Agency is responsible for all maintenance

in accordance with the Division of Authority pursuant to C.R.S. §43-2-135. Additionally, a separate Maintenance & Operations Agreement may be entered into by the Parties. Local Agency shall make proper provisions for such maintenance obligations each year. Local Agency shall conduct such maintenance and operations in accordance with all applicable statutes, ordinances, and regulations pertaining to maintaining such improvements. The State and FHWA may make periodic inspections to verify that such Work is being adequately maintained.

ix. Monitoring Obligations

Local Agency shall respond in a timely manner to and participate fully in the monitoring activities described in **§7.F.vi.**

B. State's Commitments

i. The State will perform a final project inspection of the Work as a quality control/assurance activity. When all Work has been satisfactorily completed, the State will sign the FHWA Form 1212.

ii. Notwithstanding any consents or approvals given by the State for the Plans, the State shall not be liable or responsible in any manner for the design, details or construction of any Work constituting major structures designed by, or that are the responsibility of, Local Agency, as identified in **Exhibit E**.

7. PAYMENTS

A. Maximum Amount

Payments to Local Agency are limited to the unpaid, obligated balance subject to fund(s) availability of the Agreement Funds set forth in **Exhibit C**. The State shall not pay Local Agency any amount under this Agreement that exceeds the Agreement Maximum set forth in **Exhibit C**.

B. Payment Procedures

i. Invoices and Payment

a. The State shall pay Local Agency in the amounts and in accordance with conditions set forth in **Exhibit C**.

b. Local Agency shall initiate payment requests by invoice to the State, in a form and manner approved by the State.

c. The State shall pay each invoice within 45 days following the State's receipt of that invoice, so long as the amount invoiced correctly represents Work completed by Local Agency and previously accepted by the State during the term that the invoice covers. If the State determines that the amount of any invoice is not correct, then Local Agency shall make all changes necessary to correct that invoice. After a Local Agency provides the State with a corrected and accepted invoice, the State shall pay such corrected and accepted invoice within 45 days.

d. The acceptance of an invoice shall not constitute acceptance of any Work performed or deliverables provided under the Agreement.

e. If a project is funded in part with Federal and/or State Special Funding there may be an expiration date for the funds. The expiration date applies to Federal and/or State funds and local funds used to match these funds as shown on **Exhibit A**. To receive payment or credit for the match, Work (i) must be completed or substantially completed, as outlined in the terms of the grant, prior to the expiration date of the Special Funding and (ii) invoiced in compliance with all the rules and requirements outlined in the award applicable to of the funding. The acceptance of an invoice shall not constitute acceptance of any Work performed or deliverables provided under the Agreement.

ii. Interest

Amounts not paid by the State within 45 days after the State's acceptance of the invoice shall bear interest on the unpaid balance beginning on the 46th day at the rate of 1% per month, as required by C.R.S. §24-30-202(24)(a), until paid in full; provided, however, that interest shall not accrue on unpaid amounts that the State disputes in writing. Local Agency shall invoice the State separately for accrued interest on delinquent amounts, and the invoice shall reference the delinquent payment, the number of days interest to be paid and the interest rate.

iii. Payment Disputes

If Local Agency disputes any calculation, determination, or amount of any payment, Local Agency shall notify the State in writing of its dispute within 30 days following the earlier occurrence of Local Agency's receipt of the payment or notification of the determination or calculation of the payment by the State. The State will review the information presented by Local Agency and may make changes to the State's determination based on this review. The calculation, determination, or payment amount that results from the State's review shall not be subject to additional dispute under this subsection. No payment subject to a dispute under this subsection shall be due until after the State has concluded its review, and the State shall not pay any interest on any amount during the period it is subject to dispute under this subsection.

iv. Available Funds-Contingency-Termination

a. The Parties are prohibited by law from making commitments beyond the term of the current State Fiscal Year. In addition to all other payment conditions and/or limitations included within this Agreement and/or applicable law, any potential Payment to Local Agency beyond the current State Fiscal Year or fiscal year is expressly contingent on the

appropriation and continuing availability of Agreement Funds in any subsequent State Fiscal Year or fiscal year (as provided in the Colorado Special Provisions). Payments to be made pursuant to this Agreement shall be made only from Agreement Funds, and the State's liability for such payments shall be limited to the amount remaining of such Agreement Funds. If State, Federal, or other funds are not appropriated, or otherwise become unavailable to fund this Agreement, the Parties may, upon written notice, terminate this Agreement, in whole or in part, without incurring further liability. The Parties shall, however, remain obligated to pay for Services, Goods, and the Work that are delivered and accepted prior to the effective date of notice of termination, and termination pursuant to this **§7.b.iv.a** shall otherwise be treated as if this Agreement were terminated in the public interest as described in **§13.A**.

v. Erroneous Payments

The State may recover, at the State's sole discretion, payments made to Local Agency in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Local Agency. The State may recover such payments by deduction from subsequent payments under this Agreement, deduction from any payment due under any other contracts, grants, or agreements between the State and Local Agency, or by any other appropriate method for collecting debts owed to the State. The close out of a Federal Award does not affect the right of FHWA or the State to disallow costs and recover funds based on a later audit or other review. Any cost disallowance recovery is to be made within the Record Retention Period (as defined below in **§9.A**.).

vi. Federal Recovery

The close out of a Federal Award does not affect the right of the Federal Awarding Agency or the State to disallow costs and recover funds based on a later audit or other review. Any cost disallowance recovery is to be made within the Record Retention Period, as defined below.

C. Local Agency Funds

Local Agency shall provide its obligated contribution funds as outlined in **§7.A**. and **Exhibit C**. Local Agency shall have raised and/or allocated the full amount of its funds prior to the Agreement Effective Date and shall report to the State regarding the status of such funds upon request. Local Agency's obligation to pay all or any part of any matching funds, whether direct or contingent, only extend to funds duly and lawfully appropriated for the purposes of this Agreement by the authorized representatives of Local Agency and paid into Local Agency's treasury. Local Agency represents to the State that the amount designated "Local Agency Funds" in **Exhibit C**

has been legally appropriated for the purpose of this Agreement by its authorized representatives and paid into its treasury. Local Agency may evidence such obligation by an appropriate ordinance/resolution or other authority letter expressly authorizing Local Agency to enter into this Agreement and to expend its match share of the Work. A copy of any ordinance/resolution or authority letter is attached hereto as **Exhibit D** if applicable. Local Agency does not by this Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and this Agreement is not intended to create a multiple-fiscal year debt of Local Agency. Local Agency shall not pay or be liable for any claimed interest, late charges, fees, taxes, or penalties of any nature, except as required by Local Agency's laws or policies.

D. Reimbursement of Local Agency Costs

The State shall reimburse Local Agency's allowable costs, not exceeding the Agreement Maximum amount set forth in **Exhibit C**, subject to fund(s) availability, described in **§7**. However, any costs incurred by Local Agency prior to the Agreement Effective Date shall not be reimbursed absent specific allowance of pre-award costs and indication that the Federal Award funding is retroactive. The State shall pay Local Agency for costs or expenses incurred or performance by the Local Agency prior to the Agreement Effective Date, only if (1) the Agreement Funds involve Federal funding and (2) Federal laws, rules, and regulations applicable to the Work provide for such retroactive payments to the Local Agency. Any such retroactive payments shall comply with State Fiscal Rules and be made in accordance with the provisions of this Agreement. The applicable principles described in 2 C.F.R. Part 200 shall govern the State's obligation to reimburse all costs incurred by Local Agency and submitted to the State for reimbursement hereunder, and Local Agency shall comply with all such principles. The State shall reimburse Local Agency for the Federal-aid share of properly documented costs related to the Work after review and approval thereof, subject to the provisions of this Agreement and **Exhibit C**. If this Agreement involves State Funds, the State 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 the State. State shall not pay or be liable for any claimed interest, late charges, fees, taxes, or penalties of any nature, except as required by State laws or policies. Local Agency costs for Work performed prior to the Agreement Effective Date shall not be reimbursed absent specific allowance of pre-award costs and indication that the Federal Award funding is retroactive. Local Agency costs for Work performed after any Performance Period End Date for a respective phase of the Work is not reimbursable. Allowable costs shall be limited to the following:

i. Reasonable and necessary to accomplish the Work and for the Goods and Services provided; and

ii. Actual net cost to Local Agency (i.e. the price paid minus any items of value received by Local Agency that reduces the cost actually incurred).

E. Unilateral Modification of Agreement Funds Budget or Agreement/ Phase Term by State Option Letter

The State may, at its sole discretion, issue an "Option Letter" to Local Agency to add or modify Work phases in the Work schedule in **Exhibit C** if such modifications do not increase total budgeted Agreement Funds. Such Option Letters shall amend and update **Exhibit C**. Option Letters shall not be deemed valid until signed by the State Controller or an authorized delegate. **This Option Letter is NOT a Notice to Proceed**. Modification of **Exhibit C** by unilateral Option Letter is permitted only in the specific scenarios listed below in **§7.E.i, ii, iii, and iv**. The State will exercise such options by providing Local Agency a fully executed Option Letter, in a form substantially equivalent to **Exhibit B**. Such fully executed Option Letters will be automatically incorporated into this Agreement.

i. Option to Begin a Phase and/or Increase or Decrease the Encumbrance Amount

The State may require by Option Letter that Local Agency begin a new Work phase that may include Design, Construction, Environmental, Utilities, ROW Incidentals and/or Miscellaneous Work (but may not include Right of Way Acquisition/Relocation or Railroads) as detailed in **Exhibit A.** Such Option Letters may only modify the other terms and conditions specifically enumerated in **§7.E.i, ii, iii, and/or iv** as long as the Agreement Maximum Amount remains the same. The State may also change the funding sources if the amount budgeted remains the same and the Local Agency contribution does not increase. The State may also issue an Option Letter to increase and/or decrease the total encumbrance amount of one (1) or more existing Work phases, Right of Way Acquisition/Relocation, or Railroads, as long as the total amount of budgeted Agreement Funds remains the same. This must be done within 120 days of changing the encumbrance amount.

ii. Option to Transfer Funds from One Phase to Another Phase.

The State may require or permit Local Agency to transfer Agreement Funds from one (1) Work phase (Design, Construction, Environmental, Utilities, ROW Incidentals or Miscellaneous) to another phase. The Agreement Funds transferred from one (1) Work phase to another are subject to the same terms and conditions stated in the original Agreement with the total budgeted Agreement Funds remaining the same. The State may unilaterally exercise this option by providing a fully executed Option Letter to Local Agency, in a form substantially equivalent to **Exhibit B** with an amended **Exhibit C**.

iii. Option to Exercise Options i and ii.

The State may require Local Agency to add a Work phase as detailed in **Exhibit A** and encumber and transfer Agreement Funds from one (1) Work phase to another. The addition of a Work phase and encumbrance and transfer of Agreement Funds are subject to the same terms and conditions stated in the original Agreement with the

total budgeted Agreement Funds remaining the same. The State may unilaterally exercise this option by providing a fully executed Option Letter to Local Agency before the initial targeted start date of the Work phase, in a form substantially equivalent to **Exhibit B** with an amended **Exhibit C**.

iv. Option to Extend Agreement/Phase Term. The State, at its sole discretion, shall have the option to extend the term of this Agreement and/or update a Work Phase Performance Period, as outlined in **Exhibit C**. To exercise this option, the State shall provide written notice to the Local Agency in a form substantially equivalent to **Exhibit B** with an amended **Exhibit C**.

F. Accounting

Local Agency shall establish and maintain accounting systems in accordance with generally accepted accounting standards (a separate set of accounts, or as a separate and integral part of its current accounting scheme). Such accounting systems shall, at a minimum, provide as follows:

i. Local Agency Performing the Work

If Local Agency is performing the Work, Local Agency shall document all allowable costs, including any approved Services contributed by Local Agency or subcontractors, using payrolls, time records, invoices, contracts, vouchers, and other applicable records.

ii. Local Agency-Checks or Draws

Checks issued or draws made by Local Agency shall be made or drawn against properly signed vouchers detailing the purpose thereof. Local Agency shall keep on file all checks, payrolls, invoices, contracts, vouchers, orders, and other accounting documents in the office of Local Agency, clearly identified, readily accessible, to the extent feasible, separate, and apart from all other Work documents.

iii. State-Administrative Services

The State may perform any necessary administrative support services required hereunder. Local Agency shall reimburse the State for the costs of any such services from the budgeted Agreement Funds as provided for in **Exhibit C**. If FHWA Agreement Funds are or become unavailable, or if Local Agency terminates this Agreement prior to the Work being approved by the State or otherwise completed, then all actual incurred costs of such services and assistance provided by the State shall be reimbursed to the State by Local Agency at its sole expense.

iv. Local Agency-Invoices

Local Agency's invoices shall describe in detail the reimbursable costs incurred by Local Agency for which it seeks reimbursement, the dates such costs were incurred and the amounts thereof, and Local Agency shall not submit more than one invoice per month.

v. Invoicing Within 60 Days

The State shall not be liable to reimburse Local Agency for any costs invoiced more than 60 days after the date on which the costs were incurred, including costs included in Local Agency's final invoice. The State may withhold final payment to Local Agency at the State's sole discretion until completion of final audit by the State. Any costs incurred by Local Agency that are not allowable under 2 C.F.R. Part 200 shall be Local Agency's responsibility, and the State will deduct such disallowed costs from any payments due to Local Agency. The State will not reimburse costs for Work performed after the Performance Period End Date for a respective Work phase. The State will not reimburse costs for Work performed prior to Performance Period End Date, but for which an invoice is received more than 60 days after the Performance Period End Date.

vi. Risk Assessment & Monitoring

Pursuant to 2 C.F.R. 200.331(b), CDOT will evaluate Local Agency's risk of noncompliance with Federal statutes, regulations, and terms and conditions of this Agreement. Local Agency shall complete a Risk Assessment Form (**Exhibit K**) when that may be requested by CDOT. The risk assessment is a quantitative and/or qualitative determination of the potential for Local Agency's non-compliance with the requirements of the Federal Award. The risk assessment will evaluate some or all the following factors:

a. Experience: Factors associated with the experience and history of the Subrecipient with the same or similar Federal Awards or grants.

b. Monitoring/Audit: Factors associated with the results of the Subrecipient's previous audits or monitoring visits, including those performed by the Federal Awarding Agency, when the Subrecipient also receives direct Federal funding. Include audit results if Subrecipient receives single audit, where the specific award being assessed was selected as a major program.

c. Operation: Factors associated with the significant aspects of the Subrecipient's operations, in which failure could impact the Subrecipient's ability to perform and account for the contracted goods or services.

d. Financial: Factors associated with the Subrecipient's financial stability and ability to comply with financial requirements of the Federal Award.

e. Internal Controls: Factors associated with safeguarding assets and resources, deterring and detecting errors, fraud and theft, ensuring accuracy and completeness of accounting data, producing reliable and timely financial and management information, and ensuring adherence to its policies and plans.

f. Impact: Factors associated with the potential impact of a Subrecipient's non-compliance to the overall success of the program objectives.

g. Program Management: Factors associated with processes to manage critical personnel, approved written procedures, and knowledge of rules and regulations regarding Federal-aid projects.

Following Local Agency's completion of the Risk Assessment Tool (**Exhibit K**), CDOT will determine the level of monitoring it will apply to Local Agency's performance of the Work. This risk assessment may be re-evaluated after CDOT begins performing monitoring activities.

G. Close Out

Local Agency shall close out this Award within 90 days after the Final Phase Performance End Date or sooner termination of this Agreement. Close out requires Local Agency's submission to the State of all deliverables defined in this Agreement, and Local Agency's final reimbursement request or invoice. The State will withhold 5% of allowable costs until all final documentation has been submitted and accepted by the State as substantially complete. Once final documentation has been received by the State and payment has been made, any remaining funds can be liquidated from the project. If FHWA, USDT or FTA has not closed this Federal Award within one (1) year and 90 days after the Final Phase Performance End Date due to Local Agency's failure to submit required documentation, then Local Agency may be prohibited from applying for new Federal or State Awards through the State until such documentation is submitted and accepted. Additionally, the Local Agency will not be able to access any funds on any new or existing projects until such documentation is submitted and accepted.

8. REPORTING - NOTIFICATION

A. Quarterly Reports

In addition to any reports required pursuant to any exhibit, for any contract having a term longer than three (3) months, Local Agency shall submit, on a quarterly basis, a written report specifying progress made for each specified performance measure and standard in this Agreement. Such progress report shall be in accordance with the procedures developed and prescribed by the State. Progress reports shall be submitted to the State not later than 10 Business Days following the end of each calendar quarter or at such time as otherwise specified by the State.

B. Litigation Reporting

If Local Agency is served with a pleading or other document in connection with an action before a court or other administrative decision making body, and such pleading or document relates to this Agreement or may affect Local Agency's ability to perform its obligations under this Agreement, Local Agency shall, within 10 days after being served or other receipt of such

pleading or other document, notify the State of such action and deliver copies of such pleading or document to the State's principal representative identified on the Cover Page as noted in **§17**.

C. Performance and Final Status

Local Agency shall submit all financial, performance and other reports to the State no later than 60 calendar days after the Final Phase Performance End Date or sooner termination of this Agreement, containing an Evaluation of Subrecipient's performance and the final status of Subrecipient's obligations hereunder.

D. Violations Reporting

Local Agency must disclose, in a timely manner, in writing to the State and FHWA, all violations of Federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal Award. Penalties for noncompliance may include suspension or debarment (2 C.F.R. Part 180 OMB Guidelines to Agencies on Government-Wide Debarment and Suspension).

E. Federal Funding Accountability and Transparency Act (FFATA) Reporting

Local Agency shall submit Executive Compensation Information according to 2 CFR Part 170, Appendix A as may be amended from time to time.

9. LOCAL AGENCY RECORDS

A. Maintenance

Local Agency shall make, keep, maintain, and allow inspection and monitoring by the State of a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to the Work or the delivery of Services (including, but not limited to the operation of programs) or Goods hereunder. Local Agency shall maintain such records for a period (**Record Retention Period**) pursuant to the requirements of the funding source and for a minimum of three (3) years following the date of submission to the State of the final expenditure report, whichever is longer, or if this Award is renewed quarterly or annually, from the date of the submission of each quarterly or annual report, respectively. If any litigation, claim, or audit related to this Award starts before expiration of the Record Retention Period, the Record Retention Period shall extend until all litigation, claims, or audit findings have been resolved and final action taken by the State or Federal Awarding Agency. The Federal Awarding Agency, a cognizant agency for audit, oversight or indirect costs, and the State, may notify Local Agency in writing that the Record Retention Period shall be extended. For records for real property and equipment, the Record Retention Period shall extend three (3) years following final disposition of such property.

B. Inspection

Records during the Record Retention Period. Local Agency shall make Local Agency Records available during normal business hours at Local Agency's office or place of business, or at other mutually agreed upon times or locations, upon no fewer than two (2) Business Days' notice from the State, unless the State determines that a shorter period of notice, or no notice, is necessary to protect the interests of the State.

C. Monitoring

The State will monitor Local Agency's performance of its obligations under this Agreement using procedures as determined by the State. The State shall monitor Local Agency's performance in a manner that does not unduly interfere with Local Agency's performance of the Work. Local Agency shall allow the State to perform all monitoring required by the Uniform Guidance, based on the State's risk analysis of Local Agency. The State shall have the right, in its sole discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. If Local Agency enters into a subcontract with an entity that would also be considered a Subrecipient, then the subcontract entered into by Local Agency shall contain provisions permitting both Local Agency and the State to perform all monitoring of that Subcontractor in accordance with the Uniform Guidance.

D. Final Audit Report

Local Agency shall promptly submit to the State a copy of any final audit report of an audit performed on Local Agency's records that relates to or affects this Agreement or the Work, whether the audit is conducted by Local Agency or a third party. Additionally, if Local Agency is required to perform a single audit under 2 C.F.R. 200.501, *et seq.*, then Local Agency shall submit a copy of the results of that audit to the State within the same timeline as the submission to the Federal government.

10. CONFIDENTIAL INFORMATION-STATE RECORDS

A. Confidentiality

Local Agency shall hold and maintain, and cause all Subcontractors to hold and maintain, any and all State Records that the State provides or makes available to Local Agency for the sole and exclusive benefit of the State, unless those State Records are otherwise publicly available at the time of disclosure or are subject to disclosure by Local Agency under CORA. Local Agency shall not, without prior written approval of the State, use for Local Agency's own benefit, publish, copy, or otherwise disclose to any third party, or permit the use by any third party for its benefit or to the detriment of the State, any State Records, except as otherwise stated in this Agreement. Local Agency shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines. Local Agency shall immediately forward any request or demand for State Records to the State's principal representative. Local Agency shall immediately forward any request or demand for State Records to the State's principal representative.

B. Other Entity Access and Nondisclosure Agreements

Local Agency may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the Work, but shall restrict access to State Confidential Information to those agents, employees, assigns and Subcontractors who require access to perform their obligations under this Agreement. Local Agency shall ensure all such agents, employees, assigns, and Subcontractors sign nondisclosure agreements with provisions at least as protective as those in this Agreement, and that the nondisclosure agreements are always in force the agent, employee, assign, or Subcontractor has access to any State Confidential Information. Local Agency shall provide copies of those signed nondisclosure agreements to the State upon request.

C. Use, Security, and Retention

Local Agency shall use, hold, and maintain State Confidential Information in compliance with any and all applicable laws and regulations in facilities located within the United States and shall maintain a secure environment that ensures confidentiality of all State Confidential Information wherever located. Local Agency shall provide the State with access, subject to Local Agency's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Agreement, Local Agency shall return State Records provided to Local Agency or destroy such State Records and certify to the State that it has done so, as directed by the State. If Local Agency is prevented by law or regulation from returning or destroying State Confidential Information, Local Agency warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

D. Incident Notice and Remediation

If Local Agency becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. Unless Local Agency can establish that none of Local Agency or any of its agents, employees, assigns, or Subcontractors are the cause or source of the Incident, Local Agency shall be responsible for the cost of notifying each person who may have been impacted by the Incident. After an Incident, Local Agency shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing, and implementing a remediation plan that is approved by the State at no additional cost to the State.

E. Data Protection and Handling

Local Agency shall ensure that all State Records and Work Product in the possession of Local Agency or any Subcontractors are protected and handled in accordance with the requirements of this Agreement, including the requirements of any Exhibits hereto, at all times.

F. Safeguarding Personally Identifying Information (PII)

If Local Agency or any of its Subcontracts will or may receive PII under this Agreement, Local Agency shall provide for the security for such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Local Agency shall be a "Third Party Service Provider" as defined in C.R.S. §24-73-103(1)(i), and shall maintain security procedures and practices consistent with C.R.S. §§24-73-101 *et seq*. In addition, as set forth in C.R.S. §24-74-102, *et seq*., Local Agency and Contractor, including, but not limited to, Local Agency and Contractor'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.

11. CONFLICTS OF INTEREST

A. Actual Conflicts of Interest

Local Agency shall not engage in any business or activities or maintain any relationships that conflict in any way with the full performance of the obligations of Local Agency under this Agreement. Such a conflict of interest would arise when a Local Agency or Subcontractor's employee, officer or agent were to offer or provide any tangible personal benefit to an employee of the State, or any member of his or her immediate family or his or her partner, related to the award of, entry into or management or oversight of this Agreement. Officers, employees, and agents of Local Agency may neither solicit nor accept gratuities, favors or anything of monetary value from contractors or parties to subcontracts.

B. Apparent Conflicts of Interest

Local Agency acknowledges that, with respect to this Agreement, even the appearance of a conflict of interest shall be harmful to the State's interests. Absent the State's prior written approval, Local Agency shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Local Agency's obligations under this Agreement.

C. Disclosure to the State

If a conflict or the appearance of a conflict arises, or if Local Agency is uncertain whether a conflict or the appearance of a conflict has arisen, Local Agency shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the State's direction regarding the actual or apparent conflict constitutes a Breach of Agreement.

D. Acknowledgement

Local Agency acknowledges that all State employees are subject to the ethical principles described in C.R.S. §24-18-105. Local Agency further acknowledges that State employees may be subject to the requirements of C.R.S. §24-18-105 with regard to this Agreement.

12. INSURANCE

Local Agency shall obtain and maintain and ensure that each Contactor, Consultant, and Subcontractor shall obtain and maintain, insurance as specified in this section at all times during the term of this Agreement. All insurance policies required by this Agreement that are not provided through self-insurance shall be issued by insurance companies with an AM Best rating of A-VIII or better.

A. Local Agency Insurance
Local Agency is a "public entity" within the meaning of the Colorado Governmental Immunity Act, C.R.S. §24-10-101, *et seq.*, (**GIA**) and shall maintain at all times during the term of this Agreement such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA.

B. Contractor, Consultant, and Subcontractor Requirements
Local Agency shall ensure that each Contractor, Consultant, and Subcontractor that is a public entity within the meaning of the GIA, maintains at all times during the terms of this Agreement, such liability insurance, by commercial policy or self-insurance, as is necessary to meet the Contractor and Subcontractor's obligations under the GIA. Local Agency shall ensure that each Contractor and Subcontractor that is not a public entity within the meaning of the GIA, maintains at all times during the terms of this Agreement all of the following insurance policies:

i. Workers' Compensation
Workers' compensation insurance as required by state statute, and employers' liability insurance covering all Local Agency or Subcontractor employees acting within the course and scope of their employment.

ii. General Liability
Commercial general liability insurance written on an Insurance Services Office occurrence form, covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits depending on the amount of the Agreement Maximum Amount including any Amendments.

a. Agreements $50,000,000 or less:

1. $1,000,000 each occurrence;
2. $2,000,000 general aggregate;
3. $2,000,000 products and completed operations aggregate; and
4. $50,000 any one (1) fire.
5. Completed Operations coverage shall be provided for a minimum period of one (1) year following final acceptance of work. If any aggregate limit is reduced below $1,000,000 because of claims made or paid, the Contractor shall immediately obtain additional

insurance to restore the full aggregate limit and furnish the certificate or other satisfactory document.

b. Agreements greater than $50,000,000 up to $100,000,000:

1. $5,000,000 each occurrence which may combined with the umbrella insurance amount to reach the minimum threshold;

2. $10,000,000 general aggregate which may combined with the umbrella insurance amount to reach the minimum threshold;

3. $2,000,000 products and completed operations aggregate; and

4. $50,000 any one (1) fire.

5. Completed Operations coverage shall be provided for a minimum period of one (1) year following final acceptance of work. If any aggregate limit is reduced below $1,000,000 because of claims made or paid, the Contractor shall immediately obtain additional insurance to restore the full aggregate limit and furnish the certificate or other satisfactory document.

c. Agreements greater than $100,000,000:

1. $10,000,000 each occurrence which may be combined with the umbrella insurance amount to reach the minimum threshold;

2. $20,000,000 general aggregate which may combined with the umbrella insurance amount to reach the minimum threshold;

3. $2,000,000 products and completed operations aggregate; and

4. $50,000 any one (1) fire.

5. Completed Operations coverage shall be provided for a minimum period of one (1) year following final acceptance of work. If any aggregate limit is reduced below $1,000,000 because of claims made or paid, the Contractor shall immediately obtain additional insurance to restore the full aggregate limit and furnish the certificate or other satisfactory document.

iii. Automobile Liability

Automobile liability insurance covering any auto (including owned, hired, and non-owned autos) with a minimum limit of $1,000,000 each accident combined single limit.

iv. Professional Liability Insurance (this insurance requirement only applies if the Contractor, Consultant, and/or Subcontractor is

providing professional services including, but not limited to, engineering, architectural, landscape architectural, professional surveying, industrial hygiene services, or any other commonly understood professional service).

Professional liability insurance covering any damages caused by an error, omission or any negligent act with minimum limits depending on the amount of the Agreement Maximum Amount including any Amendments.

a. Agreements $50,000,000 or less:

   1. $1,000,000 each occurrence;

   2. $1,000,000 general aggregate;

   3. Each Contractor, Consultant, and Subcontractor that is not a public entity within the meaning of this GIA shall renew and maintain Professional Liability Insurance as outlined above for a minimum of one year following final acceptance of Work.

b. Agreements greater than $50,000,000 up to $100,000,000:

   1. $5,000,000 each occurrence which may be combined with the umbrella insurance amount to reach the minimum threshold;

   2. $10,000,000 general aggregate which may be combined with the umbrella insurance amount to reach the minimum threshold; and

   3. Each Contractor, Consultant, and Subcontractor that is not a public entity within the meaning of this GIA shall renew and maintain Professional Liability Insurance as outlined above for a minimum of one year following final acceptance of Work.

c. Agreements greater than $100,000,000:

   1. $10,000,000 each occurrence which may be combined with the umbrella insurance amount to reach the minimum threshold;

   2. $20,000,000 general aggregate which may be combined with the umbrella insurance amount to reach the minimum threshold;

   3. Each Contractor, Consultant, and Subcontractor that is not a public entity within the meaning of this GIA shall renew and maintain Professional Liability Insurance as outlined above for a minimum of one year following final acceptance of Work.

v. Umbrella or Excess Liability Insurance

Umbrella or Excess Liability Insurance with minimum limits of $1,000,000 or as needed to meet minimum threshold for general liability insurance in **12.B.ii.b & c.** This policy shall become primary in the event the primary Liability Policy limits are impaired or exhausted.

C. Additional Insured

The State shall be named as additional insured on all commercial general liability policies (leases and construction contracts require additional insured coverage for completed operations) and umbrella or excess liability policies required of Local Agency's Contractors, Consultants, and Subcontractors. In the event of cancellation of any commercial general liability policy, the carrier shall provide at least 10 days prior written notice to State.

D. Primacy of Coverage

Coverage required of Local Agency and each Contractor, Consultant, and Subcontractor shall be primary over any insurance or self-insurance program carried by Local Agency or the State.

E. Cancellation

All commercial insurance policies shall include provisions preventing cancellation or non-renewal, except for cancellation based on non-payment of premiums, without at least 30 days prior notice to Local Agency and Local Agency shall forward such notice to the State in accordance with **§17** within seven (7) days of Local Agency's receipt of such notice.

F. Subrogation Waiver

All commercial insurance policies secured or maintained by Local Agency or its Contractors, Consultants, and Subcontractors in relation to this Agreement shall include clauses stating that each carrier shall waive all rights of recovery under subrogation or otherwise against Local Agency or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

G. Certificates

For each commercial insurance plan provided by Local Agency under this Agreement, Local Agency shall provide to the State certificates evidencing Local Agency's insurance coverage required in this Agreement within seven (7) Business Days following the Agreement Effective Date. Local Agency shall provide to the State certificates evidencing Contractor, Consultant, and Subcontractor insurance coverage required under this Agreement within seven (7) Business Days following the Agreement Effective Date, except that, if Local Agency's subcontract is not in effect as of the Agreement Effective Date, Local Agency shall provide to the State certificates showing Contractor, Consultant, and Subcontractor insurance coverage required under this Agreement within seven (7) Business Days following Local Agency's execution of the subcontract. No later than 15 days before the expiration date of Local Agency's or any Contractor, Consultant,

and Subcontractor's coverage, Local Agency shall deliver to the State certificates of insurance evidencing renewals of coverage. At any other time during the term of this Agreement, upon request by the State, Local Agency shall, within seven (7) Business Days following the request by the State, supply to the State evidence satisfactory to the State of compliance with the provisions of this **§12.**

13. TERMINATION

A. Early Termination in the Public Interest

The State is entering into this Agreement to serve the public interest of the State of Colorado. If this Agreement ceases to further the public interest of the State or if State, Federal or other funds used for this Agreement are not appropriated timely or otherwise become unavailable to fund this Agreement the State, in its discretion, may terminate this Agreement in whole or in part. This subsection shall not apply to a termination of this Agreement by the State for Breach of Agreement by Local Agency, which shall be governed by **§14** of this Agreement.

i. Method and Content

The State shall notify Local Agency by providing written notice to Local Agency of the termination and be in accordance with **§17.** The notice shall specify the effective date of the termination and whether it affects all or a portion of this Agreement.

ii. Obligations and Rights

Upon receipt of a termination notice for termination in the public interest, Local Agency shall be subject to **§15.A.i.a.**

Iii. Payments

If the State terminates this Agreement in the public interest, the State shall pay Local Agency an amount equal to the percentage of the total reimbursement payable under this Agreement that corresponds to the percentage of Work satisfactorily completed and accepted, as determined by the State, less payments previously made. Additionally, if this Agreement is less than 60% completed, as determined by the State, the State may reimburse Local Agency for a portion of actual out-of-pocket expenses, not otherwise reimbursed under this Agreement, incurred by Local Agency which are directly attributable to the uncompleted portion of Local Agency's obligations, provided that the sum of any and all reimbursement shall not exceed the Agreement Maximum Amount specified on **Exhibit C** payable to Local Agency hereunder.

B. Termination Due to Project Completion

This Agreement may be terminated early upon project completion after the final invoice has been paid. The Local Agency must submit an invoice they have indicated is the final invoice to CDOT. Once that invoice has been paid any remaining funds can be liquidated from the project. The State shall notify Local Agency by providing written notice to Local Agency of the

termination in accordance with **§17** of this Agreement. The notice shall specify the effective date of the termination and will be the Agreement Expiration Date.

C. Termination by Mutual Agreement

This Agreement may be terminated early if all Parties agree that this would be in the best interest of the Parties. The Party initiating the termination shall send a written request to the other Party requesting termination. Once this request is received the State shall notify Local Agency by providing written notice to Local Agency of the termination in accordance with **§17** of this Agreement. The notice shall include the request to terminate and specify the effective date of the termination and will be the Agreement Expiration Date.

D. Termination for Breach

In the event of Local Agency's uncured Breach of Agreement, the State may terminate this entire Agreement or any part of this Agreement. Local Agency shall continue performance of this Agreement to the extent not terminated, if any. **§14.**

14. BREACH

Notice and Cure Period

In the event of a Breach of Agreement, the aggrieved Party shall give written notice of breach to the other Party. If the notified Party does not cure the breach, at its sole expense, within 30 days after the delivery of written notice, the Party may exercise any of the remedies as described in **§15** for that Party. Notwithstanding any provision of this Agreement to the contrary, the State, in its discretion, need not provide notice or a cure period and may immediately terminate this Agreement in whole or in part or institute any other remedy in the Agreement to protect the public interest of the State; or if Local Agency is debarred or suspended under §24-109-105, C.R.S., the State, in its discretion, need not provide notice or cure period and may terminate this Agreement in whole or in part or institute any other remedy in this Agreement as of the date that the debarment or suspension takes effect.

15. REMEDIES

A. State's Remedies

If Local Agency is in breach under any provision of this Agreement and fails to cure such breach, the State, following the notice and cure period set forth in **§14,** shall have all of the remedies listed in this **§15.A.** in addition to all other remedies set forth in this Agreement or at law. The State may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.

i. Remedies Involving Termination for Breach of Agreement

In the event of Local Agency's uncured breach and the State's notice of termination, as set forth in **§14**, the Local Agency shall continue performance of this Agreement to the extent not terminated, if any.

a. Obligations and Rights

To the extent specified in any termination notice, Local Agency shall not incur further obligations or render further performance past the effective date of such notice and shall terminate outstanding orders and subcontracts with third parties. However, Local Agency shall complete and deliver to the State all Work not canceled by the termination notice and may incur obligations as necessary to do so within this Agreement's terms. At the request of the State, Local Agency shall assign to the State all Local Agency's rights, title, and interest in and to such terminated orders or subcontracts. Upon termination, Local Agency shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Local Agency but in which the State has an interest. At the State's request, Local Agency shall return materials owned by the State in Local Agency's possession at the time of any termination. Local Agency shall deliver all completed Work Product and all Work Product that was in the process of completion to the State at the State's request.

b. Payments

Notwithstanding anything to the contrary, the State shall only pay Local Agency for accepted Work received as of the date of termination. If, after termination by the State, the State agrees that Local Agency was not in breach or that Local Agency's action or inaction was excusable, such termination shall be treated as a termination in the public interest, and the rights and obligations of the Parties shall be as if this Agreement had been terminated in the public interest under **§13.A**.

c. Damages and Withholding

Notwithstanding any other remedial action by the State, Local Agency shall remain liable to the State for any damages sustained by the State in connection with any breach by Local Agency, and the State may withhold payment to Local Agency for the purpose of mitigating the State's damages until such time as the exact amount of damages due to the State from Local Agency is determined. The State may withhold any amount that may be due Local Agency as the State deems necessary to protect the State against loss including, without limitation, loss as a result of outstanding liens and excess costs incurred by the State in procuring from third parties replacement Work as cover.

ii. Remedies Not Involving Termination

The State, in its discretion, may exercise one (1) or more of the following additional remedies:

a. Suspend Performance

Suspend Local Agency's performance with respect to all or any portion of the Work pending corrective action as specified by the State without entitling Local Agency to an adjustment in price or cost or an adjustment in the performance schedule. Local Agency shall promptly cease performing Work and incurring costs in accordance with the State's directive, and the State shall not be liable for costs incurred by Local Agency after the suspension of performance.

b. Withhold Payment

Withhold payment to Local Agency until Local Agency corrects its Work.

c. Deny Payment

Deny payment for Work not performed, or that due to Local Agency's actions or inactions, cannot be performed or if they were performed are reasonably of no value to the state; provided, that any denial of payment shall be equal to the value of the obligations not performed.

d. Removal

Demand immediate removal from the Work of any of Local Agency's employees, agents, or Subcontractors from the Work whom the State deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable or whose continued relation to this Agreement is deemed by the State to be contrary to the public interest or the State's best interest.

e. Intellectual Property

If any Work infringes a patent, copyright, trademark, trade secret, or other intellectual property right, Local Agency shall, as approved by the State (a) secure that right to use such Work for the State or Local Agency; (b) replace the Work with non infringing Work or modify the Work so that it becomes non infringing; or, (c) remove any infringing Work and refund the amount paid for such Work to the State.

B. Local Agency's Remedies

If the State is in breach of any provision of this Agreement and does not cure such breach, Local Agency, following the notice and cure period in **§14** and the dispute resolution process in **§16** shall have all remedies available at law and equity.

16. DISPUTE RESOLUTION

A. Initial Resolution

Except as herein specifically provided otherwise, disputes concerning the performance of this Agreement which cannot be resolved by the designated

Agreement representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager designated by Local Agency for resolution.

B Resolutions of Controversies

Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement which is not disposed of by agreement shall be decided by the Chief Engineer of CDOT. The decision of the Chief Engineer will be final and conclusive unless, within 30 calendar days after the date of receipt of a copy of such written decision, Local Agency mails or otherwise furnishes to the State a written appeal addressed to the Executive Director of CDOT. In connection with any appeal proceeding under this clause, Local Agency shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, Local Agency shall proceed diligently with the performance of this Agreement in accordance with the Chief Engineer's decision. The decision of the Executive Director or their duly authorized representative for the determination of such appeals shall be final and conclusive and serve as final agency action. This dispute clause does not preclude consideration of questions of law in connection with decisions provided for herein. Nothing in this Agreement, however, shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

17. NOTICES AND REPRESENTATIVES

Each individual identified as a Principal Representative on the Cover Page for this Agreement shall be the Principal Representative of the designating Party. All notices required or permitted to be given under this Agreement shall be in writing and shall be delivered (i) by hand with receipt required, (ii) by certified or registered mail to such Party's Principal Representative at the address set forth below or (iii) as an email with read receipt requested to the Principal Representative at the email address, if any, set forth below. If a Party delivers a notice to another through email and the email is undeliverable, then, unless the Party has been provided with an alternate email contact, the Party delivering the notice shall deliver the notice by hand with receipt required or by certified or registered mail to such Party's Principal Representative at the address set forth below. Either Party may change its Principal Representative, its contact information, or any of its representatives identified in an exhibit and its contact information by notice submitted in accordance with this **§17** without a formal amendment to this Agreement. Unless otherwise provided in this Agreement, notices shall be effective upon delivery of the written notice.

18. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

A. Work Product

Local Agency hereby grants to the State a perpetual, irrevocable, non-exclusive, royalty free license, with the right to sublicense, to make, use, reproduce, distribute, perform, display, create derivatives of and otherwise

exploit all intellectual property created by Local Agency or any Subcontractors. Local Agency assigns to the State and its successors and assigns, the entire right, title, and interest in and to all causes of action, either in law or in equity, for past, present, or future infringement of intellectual property rights related to the Work Product and all works based on, derived from, or incorporating the Work Product. Whether or not Local Agency is under contract with the State at the time, Local Agency shall execute applications, assignments, and other documents, and shall render all other reasonable assistance requested by the State, to enable the State to secure patents, copyrights, licenses, and other intellectual property rights related to the Work Product. The Parties intend the Work Product to be works made for hire.

i. Copyrights

To the extent that the Work Product (or any portion of the Work Product) would not be considered works made for hire under applicable law, Local Agency hereby assigns to the State, the entire right, title, and interest in and to copyrights in all Work Product and all works based upon, derived from, or incorporating the Work Product; all copyright applications, registrations, extensions, or renewals relating to all Work Product and all works based upon, derived from, or incorporating the Work Product; and all moral rights or similar rights with respect to the Work Product throughout the world. To the extent that Local Agency cannot make any of the assignments required by this section, Local Agency hereby grants to the State a perpetual, irrevocable, royalty-free license to use, modify, copy, publish, display, perform, transfer, distribute, sell, and create derivative works of the Work Product and all works based upon, derived from, or incorporating the Work Product by all means and methods and in any format now known or invented in the future. The State may assign and license its rights under this license.

ii. Patents

In addition, Local Agency grants to the State (and to recipients of Work Product distributed by or on behalf of the State) a perpetual, worldwide, no-charge, royalty-free, irrevocable patent license to make, have made, use, distribute, sell, offer for sale, import, transfer, and otherwise utilize, operate, modify, and propagate the contents of the Work Product. Such license applies only to those patent claims licensable by Local Agency that are necessarily infringed by the Work Product alone, or by the combination of the Work Product with anything else used by the State.

iii. Assignments and Assistance

Whether or not the Local Agency is under Agreement with the State at the time, Local Agency shall execute applications, assignments, and other documents, and shall render all other reasonable assistance requested by the State, to enable the State to secure patents, copyrights, licenses, and other intellectual property rights

related to the Work Product. The Parties intend the Work Product to be works made for hire. Local Agency assigns to the State and its successors and assigns, the entire right, title, and interest in and to all causes of action, either in law or in equity, for past, present, or future infringement of intellectual property rights related to the Work Product and all works based on, derived from, or incorporating the Work Product.

B. Exclusive Property of the State

Except to the extent specifically provided elsewhere in this Agreement, any pre-existing State Records, State software, research, reports, studies, photographs, negatives, or other documents, drawings, models, materials, data, and information shall be the exclusive property of the State (collectively, State Materials). Local Agency shall not use, willingly allow, cause, or permit Work Product or State Materials to be used for any purpose other than the performance of Local Agency's obligations in this Agreement without the prior written consent of the State. Upon termination of this Agreement for any reason, Local Agency shall provide all Work Product and State Materials to the State in a form and manner as directed by the State.

C. Exclusive Property of Local Agency

Local Agency retains the exclusive rights, title, and ownership to any and all pre-existing materials owned or licensed to Local Agency including, but not limited to, all pre-existing software, licensed products, associated source code, machine code, text images, audio and/or video, and third-party materials, delivered by Local Agency under this Agreement, whether incorporated in a Deliverable or necessary to use a Deliverable (collectively, Local Agency Property). Local Agency Property shall be licensed to the State as set forth in this Agreement or a State approved license agreement: (i) entered into as exhibits to this Agreement, (ii) obtained by the State from the applicable third-party vendor, or (iii) in the case of open source software, the license terms set forth in the applicable open source license agreement.

19. GENERAL PROVISIONS

A. Assignment

Local Agency's rights and obligations under this Agreement are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Local Agency's rights and obligations approved by the State shall be subject to the provisions of this Agreement.

B. Captions and References

The captions and headings in this Agreement are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits, or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

C. Entire Understanding

This Agreement represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Agreement. Prior or contemporaneous additions, deletions, or other changes to this Agreement shall not have any force or effect whatsoever, unless embodied herein.

D. Modification

Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment to this Agreement, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules. Modifications permitted under this Agreement, other than Agreement amendments, shall conform to the policies promulgated by the Colorado State Controller.

E. Statutes, Regulations, Fiscal Rules, and Other Authority.

Any reference in this Agreement to a statute, regulation, State Fiscal Rule, fiscal policy, or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Agreement Effective Date.

F. Digital Signatures

If any signatory signs this agreement using a digital signature in accordance with the Colorado State Controller Agreement, Grant, and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Agreement by reference.

G. Severability

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Agreement in accordance with the intent of the Agreement.

H. 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. Specifically, **§§6.A.viii, 9.A & B, 12 and 19.K** shall survive termination or expiration of this Agreement.

I. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described in **§19.A,** 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.

J. 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.

K. Indemnification

i. General Indemnification

Local Agency shall be responsible for its own actions and for the actions of its own employees related to this Agreement. Local Agency shall also cause its Contractors, Consultants, and any Subcontractors to indemnify, save, and hold harmless the State, its employees, agents and assignees, against any and all costs, expenses, claims, damages, liabilities, court awards including costs, expenses, and attorney fees and related costs, directly or indirectly arising out of, resulting from or related to (in whole or in part) this Agreement, any rights or interests granted pursuant to this Agreement and other amounts (including attorneys' fees and related costs) incurred as a result of any act or omission by Local Agency, or its employees, agents, Contractors, Consultants, Subcontractors, or assignees in connection with this Agreement. This provision shall survive the termination of the Agreement.

ii. Confidential Information Indemnification

Disclosure or use of State Confidential Information by Local Agency or its contractors and any Contractors, Consultants, and Subcontractors in violation of **§10** may be cause for legal action by third parties against Local Agency, the State, or their respective agents. Local Agency shall be responsible for its own actions and for the actions of its own employees related to this violation of **§10**. Local Agency shall also cause its Contractors, Consultants, and any Subcontractors to indemnify, save, and hold harmless CDOT, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs incurred by the State in relation to any act or omission by Local Agency, or its employees, agents, assigns, or Subcontractors in violation of **§10**. This provision shall survive the termination of the Agreement.

iii. Intellectual Property Indemnification

Local Agency shall be responsible for its own actions and for the actions of its own employees related to intellectual property of the Work. Local Agency shall also cause its Contractors, Consultants, and any Subcontractors to indemnify, save, and hold harmless the

Indemnified Parties, against any and all costs, expenses, claims, damages, liabilities, and other amounts (including attorneys' fees and costs) incurred by the State in relation to any claim that any Work infringes a patent, copyright, trademark, trade secret, or any other intellectual property right. This provision shall survive the termination of the Agreement.

iv. Accessibility Indemnification

Local Agency shall be responsible for its own actions and for the actions of its own employees related to this Agreement. Local Agency shall also cause its Contractors, Consultants, and any Subcontractors to indemnify, save, hold harmless, and assume liability on behalf of the State, its officers, employees, agents and assignees (collectively the "Indemnified Parties"), for any and all costs, expenses, claims, damages, liabilities, court awards, attorney fees and related costs, and other amounts incurred by any of the Indemnified Parties in relation to Contractor, Consultant, and/or Subcontractor's noncompliance with §§24-85-101, et seq., C.R.S., or the Accessibility Standards for Individuals with a Disability as established by the Office of Information Technology pursuant to Section §24-85-103, C.R.S. State employees are considered third parties for the purposes of this section.

L. Accessibility

i. Local Agency shall comply with the Accessibility Standards for Individuals with a Disability, as adopted by the Office of Information Technology pursuant to C.R.S. §24-85-103

ii. The State may require that the Local Agency's compliance with the Accessibility Standards for Individuals with a Disability adopted by the Office of Information Technology pursuant to §24-85-103 C.R.S. is determined and tested by a qualified third party selected by the State. The State may ask the Local Agency to review the selection of the third party. Local Agency shall be responsible for all costs associated with the third-party vendor's assessment. If Local Agency is not in compliance as determined by the third-party vendor, at the State's request and at the State's direction, Local Agency shall promptly take all necessary actions to come into compliance using a State-approved vendor, at no additional cost to the State.

M. Compliance with State and Federal Law, Regulations and Executive Orders

Local Agency shall comply with all State and Federal law, regulations, executive orders, State and Federal Awarding Agency policies, procedures, directives, and reporting requirements at all times during the term of this Agreement.

20. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3)

These Special Provisions apply to all Agreements.

A. STATUTORY APPROVAL. §24-30-202(1) C.R.S.

This Agreement shall not be valid until it has been approved by the Colorado State Controller or designee. If this Agreement is for a Major Information Technology Project, as defined in §24-37.5-102(19), C.R.S., then this Agreement shall not be valid until it has been approved by the State's Chief Information Officer or designee.

B. FUND AVAILABILITY. §24-30-202(5.5) C.R.S., applicable Local Agency law, rule or regulation

Financial obligations of the Parties payable after the current State Fiscal Year or fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

C. GOVERNMENTAL IMMUNITY.

Liability for claims for injuries to persons or property arising from the negligence of the Parties, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, *et seq.,* C.R.S..; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, *et seq.* C.R.S. No term or condition of this 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.

D. INDEPENDENT CONTRACTOR

Local Agency shall perform its duties hereunder as an independent contractor and not as an employee. Neither Local Agency nor any agent or employee of Local Agency shall be deemed to be an agent or employee of the State. Local Agency shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. Local Agency 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 Local Agency or any of its agents or employees. Local Agency shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Agreement. Local Agency shall (i) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (ii) provide proof thereof when requested by the State, and (iii) be solely responsible for its acts and those of its employees and agents.

E. COMPLIANCE WITH LAW.

Local Agency shall comply with all applicable Federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. CHOICE OF LAW, JURISDICTION, AND VENUE.

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this 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.

G. PROHIBITED TERMS.

Any term included in this Agreement that requires the Parties to indemnify or hold the Parties harmless; requires the Parties to agree to binding arbitration; limits Parties' liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Agreement shall be construed as a waiver of any provision of §24-106-109 C.R.S.

H. SOFTWARE PIRACY PROHIBITION.

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. Local Agency hereby certifies and warrants that, during the term of this Agreement and any extensions, Local Agency has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Local Agency 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 restrictions.

I. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. §§24-18-201 and 24-50-507 C.R.S.

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Agreement. Local Agency has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Local Agency's services and Local Agency shall not employ any person having such known interests.

21. FEDERAL REQUIREMENTS

Local Agency and/or their Contractors, Consultants, and Subcontractors shall at all times during the execution of this Agreement strictly adhere to, and comply with, all applicable Federal and State laws, and their implementing regulations, as they currently exist and may hereafter be amended. Certain exhibits reference Executive Orders (EO) that have been revoked and other revocations have been proposed but not yet finalized. By way of example this is a non-exhaustive list: Exhibit I, FHWA Form 1273, references EO 11246, which has been revoked. This EO is also referenced in other exhibits. Exhibit J, Additional Federal Requirements, Appendix E, references EO 12898, which has been revoked. Certain federal regulatory changes related to this revocation have been proposed but not yet

finalized. Similarly, EO 11375 (which had amended EO 11246) and EO 13166, are referenced in exhibits and have been revoked. A summary of applicable Federal provisions are attached hereto as **Exhibit F**, **Exhibit I**, **Exhibit J**, **Exhibit L, and Exhibit M** and are hereby incorporated by this reference. It is incumbent upon Local Agency and their Contractors, Consultants, and Subcontractors to stay up to date on all applicable Federal and State laws, and their implementing regulations, and EOs that have been or proposed to be revoked.

22. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

Local Agency will comply with all requirements of **Exhibit E** and **Exhibit G,** Local Agency Contract Administration Checklist, regarding DBE requirements for the Work.

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EXHIBIT A
SCOPE OF WORK

Name of Project: Prairie & St Clair Imp
Project Number: SHO M086-106
SubAccount #: 27194

General Description

The local agency shall be responsible for the construction of intersection improvements at the intersection of Prairie Avenue and St. Clair Avenue, Project M086-106 (27194). The construction planned will consist of traffic signal upgrade, sidewalk, handicap ramps, and lighting.

By accepting funds for this Scope of Work, Local Agency acknowledges, understands, and accepts the continuing responsibility for the safety of the traveling public after initial acceptance of the project. **Local Agency is responsible for maintaining and operating the scope of work described in this Exhibit A constructed under this Agreement at its own cost and expense during its useful life.**

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EXHIBIT B

SAMPLE IGA OPTION LETTER

Date	State Fiscal Year	Option Letter No.
Project Code		Original Agreement #

Vendor Name:

Option to unilaterally add phasing to include Design, Construction, Environmental, Utilities, ROW incidentals or Miscellaneous and to update encumbrance amount(s).

Option to unilaterally transfer funds from one phase to another phase.

Option to unilaterally add phasing to include Design, Construction, Environmental, Utilities, ROW incidentals or Miscellaneous, to update encumbrance amount(s), and to unilaterally transfer funds from one phase to another phase.

Option to unilaterally extend the term of this Agreement and/or update a Work Phase Performance Period and/or modify OMB Guidance.

Option A

In accordance with the terms of the original Agreement between the State of Colorado, Department of Transportation and the Local Agency, the State hereby exercises the option to authorize the Local Agency to add a phase and to encumber funds for the phase based on changes in funding availability and authorization. The total encumbrance is (or increased) by $0.00. A new **Exhibit C-1** is made part of the original Agreement and replaces **Exhibit C**.

Option B

In accordance with the terms of the original Agreement between the State of Colorado, Department of Transportation and the Local Agency, the State hereby exercises the option to transfer funds based on variance in actual phase costs and original phase estimates. A new **Exhibit C-1** is made part of the original Agreement and replaces **Exhibit C**.

Option C

In accordance with the terms of the original Agreement between the State of Colorado, Department of Transportation and the Local Agency, the State hereby exercises the option to 1) release the Local Agency to begin a phase; 2) to encumber funds for the phase based upon changes in funding availability and authorization; and 3) to transfer funds from phases based on variance in actual phase costs and original phase estimates. A new **Exhibit C-1** is made part of the original Agreement and replaces **Exhibit C**.

Option D

In accordance with the terms of the original Agreement between the State of Colorado, Department of Transportation and the Local Agency, the State hereby exercises the option extend the term of this Agreement and/or update a Work Phase Performance Period and/or modify information required under the OMB Uniform Guidance, as outlined in **Exhibit C**. This is made part of the original Agreement and replaces the Expiration Date shown on the Signature and Cover Page. Any updated version of **Exhibit C** shall be attached to any executed Option Letter as **Exhibit C-1** (with subsequent exhibits labeled **C-2**, **C-3**, etc.).

The effective date of this option letter is upon approval of the State Controller or delegate.

STATE OF COLORADO
Jared S. Polis
Department of Transportation

By:_____
Keith Stefanik, P.E., Chief Engineer
(For) Shoshana M. Lew, Executive Director

Date: _____

ALL AGREEMENTS MUST BE APPROVED BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State Agreements. This Agreement is not valid until signed and dated below by the State Controller or delegate. Contractor is not authorized to begin performance until such time. If the Local Agency begins performing prior thereto, the State of Colorado is not obligated to pay the Local Agency for such performance or for any goods and/or services provided hereunder.

STATE OF COLORADO
STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: _____
Colorado Department of Transportation

Date:_____

EXHIBIT C - FUNDING PROVISIONS

City of Pueblo # SHO M086-106 (27194)

A. Cost of Work Estimate

The Local Agency has estimated the total cost of the Work to be $840,000.00, which is to be funded as follows:

1. FUNDING

a. Federal Funds (90% of HLZ Award)	$756,000.00
b. Local Agency Funds (10% of HLZ Award)	$84,000.00
TOTAL FUNDS ALL SOURCES	**$840,000.00**

2. OMB UNIFORM GUIDANCE

a.	Federal Award Identification Number (FAIN):	TBD
b.	Name of Federal Awarding Agency:	FHWA
c.	Local Agency Unique Entity Identifier	NJK3BNUDRHJ7
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):	$0.00

3. ESTIMATED PAYMENT TO LOCAL AGENCY

a.	Federal Funds Budgeted	$756,000.00
b.	Less Estimated Federal Share of CDOT-Incurred Costs	$0.00

TOTAL ESTIMATED PAYMENT TO LOCAL AGENCY	**90%**	**$756,000.00**
TOTAL ESTIMATED FUNDING BY LOCAL AGENCY	**10%**	**$84,000.00**
TOTAL PROJECT ESTIMATED FUNDING	**100.00%**	**$840,000.00**

4. FOR CDOT ENCUMBRANCE PURPOSES

a.	Total Encumbrance Amount (Federal funds + Local Agency funds)	$840,000.00
b.	Less ROW Acquisition 3111 and/or ROW Relocation 3109	$0.00
NET TO BE ENCUMBERED BY CDOT IS AS FOLLOWS		**$840,000.00**

Note: No funds are currently available. Design and Construction funds will become available after execution of an Option letter (Exhibit B) or formal Amendment.

Design 3020 WBS Element 27194.10.30	Performance Period Start*/End Date TBD-TBD	$0.00
Const. 3301 WBS Element 27194.20.10	Performance Period Start*/End Date TBD-TBD	$0.00

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

B. 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 $840,000.00 that is eligible for Federal funding. All other costs are borne by the Local Agency at 100%. If the total cost of performance of the Work exceeds $840,000.00, 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 $840,000.00, 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 $756,000.00. For CDOT accounting purposes, the Federal funds of $756,000.00 and the Local Agency funds of $84,000.00 will be encumbered for a total encumbrance of $840,000.00. The total budget of this funding source is $840,000.00, unless this amount is increased by an executed amendment before any increased cost is incurred. The total cost of the Work is the best estimate available, based on the design data as approved at the time of execution of this Agreement, and 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.

EXHIBIT D

LOCAL AGENCY RESOLUTION (IF APPLICABLE)

Exhibit E
Colorado Department of Transportation
Local Agency Contract Administration Checklist

Project Number	STIP Number	Project Code	Region
SHO M086-106	SR26644.120	27194	02

Project Location	Date
Prairie Avenue and St. Clair Avenue	09/16/2025

Project Description

Intersection Improvements at Prairie and St. Clair Avenue

Local Agency	Local Agency Project Manager
City of Pueblo	Kelly Grisham

CDOT Resident Engineer	CDOT Project Manager
Lachelle Davis	Matt Pettit

Instructions:

This checklist shall be used to establish the contractual administrative responsibilities of the individual parties to this agreement. The checklist becomes an attachment to the Local Agency Agreement. Section numbers (No.) correspond to the applicable chapters of the CDOT Local Agency Manual (formerly referred to as the Local Agency Desk Reference). Local Agency Web Resource (LAWR) numbers correspond to the applicable flowchart in the Local Agency Web Resource.

The checklist shall be prepared by placing an X under the responsible party, opposite each of the tasks. The X denotes the party responsible for initiating and executing the task. It is preferred that only one responsible party be selected, however a number of items may have both parties selected based on judgement. When neither CDOT nor the Local Agency is responsible for a task, not applicable (N/A) shall be marked. In addition, # will be marked to denote that CDOT must concur or approve.

The Regions, in accordance with established policies and procedures, will determine who will perform tasks that are the responsibility of CDOT.

The checklist shall be prepared by the CDOT Resident Engineer or the CDOT Project Manager, in cooperation with the Local Agency Project Manager, and submitted to the Region Program Engineer. If contract administration responsibilities change, the CDOT Resident Engineer, in cooperation with the Local Agency Project Manager, will prepare and distribute a revised checklist.

Note:

Failure to comply with applicable Federal and State requirements may result in the loss of Federal or State participation in funding.

Acronyms:

Colorado Department of Transportation – CDOT

Disadvantaged Business Enterprise – DBE

Colorado Department of Transportation – CDOT

Disadvantaged Business Enterprise – DBE

Equal Employment Opportunity - EEO

Federal Highway Administration – FHWA

Field Inspection Review – FIR

Final Office Review – FOR

Hot Mix Asphalt – HMA

Independent Assurance Testing - IAT

Intergovernmental Agreement – IGA

Local Agency - LA

Local Agency Web Resource – LAWR

Not Applicable – N/A

Number – No.

On-The-Job - OJT

Plans, Specifications, and Estimate – PS&E

Professional Engineer - PE

Right-of-Way – ROW

Statewide Transportation Improvement Program - STIP

Transportation Improvement Program – TIP

Previous editions are obsolete and may not be used.

TIP / STIP Long-Range Plans

LAWR	No.	Description of Task	Responsible Party LA	CDOT
	2.1	Review Project to ensure it is consistent with Statewide Plan and amendments thereto		X

Subrecipient Monitoring

LAWR	No.	Description of Task	Responsible Party LA	CDOT
	3.1	Preparation of Subrecipient Monitoring Compliance Documents		
		• Subrecipient Determination Tool		X
		• Subrecipient Risk Assessment	X	X
		• Subrecipient Notification Letter		X
		• Subrecipient Project Update Report (Formerly "Performance Report to CDOT")	X	
		• CDOT Monitoring Report of Subrecipients (If applicable)		X

Federal Funding Obligation and Authorization

LAWR	No.	Description of Task	Responsible Party LA	CDOT
	4.1	Authorize funding by phases (Requires FHWA Concurrence if Federal-aid Highway funded project.). Please check N/A, if Not applicable.		X

Project Development

LAWR	No.	Description of Task	Responsible Party LA	CDOT
	5.1	Determine Delivery Method		X
1	5.2	Prepare Design Data – CDOT Form 463		X
	5.3	Prepare Local Agency/CDOT Inter-Governmental Agreement (see also Chapter 3)		X
2	5.4	Conduct Consultant Selection/Execute Consultant Agreement		
		• Project Development	X	
		• Construction Contract Administration (including Fabrication Inspection Services)	X	
3,3A	5.5	Conduct Design Scoping Review Meeting	X	
3,6	5.6	Conduct Public Involvement	X	

LAWR	No.	Description of Task	Responsible Party LA	CDOT
3	5.7	Conduct Field Inspection Review (FIR)	X	
4	5.8	Conduct Environmental Process (may require FHWA concurrence /involvement)	X	#
5	5.9	Acquire Right-of-Way (may require FHWA concurrence /involvement)	x	X
3	5.10	Obtain Utility and Railroad Agreements	X	#
3	5.11	Conduct Final Office Review (FOR)	X	
3A	5.12	Justify Force Account Work by the Local Agency	X	
3B	5.13	Justify Proprietary, Sole Source, or Local Agency Furnished Items	X	
3	5.14	Document Design Exceptions – CDOT Form 464	X	
	5.15	Seek Permission for use of Guaranty and Warranty Clauses	X	
3	5.18	Prepare Plans, Specifications, Construction Cost Estimates and Submittals	X	#
	5.19	Comply with Requirements for Off-and On-System Bridges & Other Structural Work	x	#
	5.20	Update Approvals on PS&E Package if Project Schedule Delayed	X	
	5.21	Ensure Authorization of Funds for Construction		X
	5.22	Use Electronic Signatures	X	X
	5.23	File Project Development Records/Documentation in ProjectWise (PW)		X

Project Development Civil Rights and Labor Compliance

LAWR	No.	Description of Task	Responsible Party LA	CDOT
3	6.1	Set Disadvantaged Business Enterprise (DBE) Goals for Consultant and Construction Contracts (CDOT Region Civil Rights Office)		X
	6.2	Determine Applicability of Davis-Bacon Act This project ☐ is ☑ is not exempt from Davis-Bacon Requirements as determined by the functional classification of the project location (Projects located on local roads and rural minor collectors may be exempt.)		X

CDOT Resident Engineer | Date

Lachelle Davis	09/16/2025

LAWR	No.	Description of Task	Responsible Party LA	CDOT
	6.3	Set On-the-Job Training Goals (CDOT Region Civil Rights Office) "NA", if Not Applicable		X
	6.4	Enforce Prompt Payment Requirements	X	#
	6.5	Use Electronic Tracking and Submission Systems B2Gnow ☑ LCPTracker ☑	X	
3	6.6	Prepare/submit Title VI Plan and Incorporate Title VI Assurances	X	#
6,7		Ensure the correct Federal Wage Decision, all required Disadvantaged Business Enterprise/On-the-Job Training Special provisions and FHWA Form 1273 are included in the Contract (CDOT Resident Engineer)	X	#

Advertise, Bid and Award of Construction Projects

Federal Project (use 7.1 series in Chapter 7) ☑
Non-Federal Project (Use 7.2 series in Chapter 7) ☐

LAWR	No.	Description of Task	Responsible Party LA	CDOT
6,7		Obtain Approval for Advertisement Period of Less Than Three Weeks	X	
7		Advertise for Bids	X	
7		Concurrence to Advertise		X
7		Distribute "Advertisement Set" of Plans and Specifications	X	
7		Review Worksite & Plan Details w/ Prospective Bidders While Project is Under Advertisement	X	
7		Open Bids	X	
7		Process Bids for Compliance		
		Check CDOT Form 1415 – Commitment Confirmation when the Low bidder meets DBE goals. ("N/A" if Not Applicable)		X
		Evaluate CDOT Form 1416 – Good Faith Effort Report and determine if the Contractor has made a good faith effort when the low bidder does not meet DBE goals. ("N/A" if Not Applicable)		X
		Submit required documentation for CDOT award concurrence	X	
		Concurrence from CDOT to Award		X
		Approve Rejection of Low Bidder		X
7,8		Award Contract (Federal)		X
8		Provide "Award" and "Record" Sets of Plans and Specifications (Federal)	X	

Construction Management

LAWR	No.	Description of Task	Responsible Party: LA	Responsible Party: CDOT
8	Intro	File Project Construction Records/Documentation in PW or as Directed		X
8	8.1	Issue Notice to Proceed to the Contractor	X	#
8	8.2	Project Safety	X	
8	8.3	Conduct Conferences		
		• Preconstruction Conference (Appendix B)	X	
		○ Fabrication Inspection Notifications	X	
		• Pre-Survey	X	
		○ Construction Staking	X	
		○ Monumentation	X	
		• Partnering (Optional)	X	
		• Structural Concrete Pre-Pour (Agenda is in the CDOT Construction Manual)	X	
		• Concrete Pavement Pre-Paving (Agenda is in the CDOT Construction Manual)	X	
		• HMA Pre-Paving (Agenda is in the CDOT Construction Manual)	X	
8	8.4	Develop and distribute Public Notice of Planned Construction to media and local residents	X	
9	8.5	Supervise Construction		
		A Professional Engineer (PE) registered in Colorado, who will be "in responsible charge of construction supervision"	X	

Local Agency Professional Engineer or CDOT Resident Engineer	Phone Number
Kelly Grisham	719-553-2295

		Provide competent, experienced staff who will ensure the Contract work is constructed in accordance with the plans and specifications	X	
		Construction inspection and documentation (including Projects with structures)	X	#
		Fabrication Inspection and Documentation	X	
9	8.6	Review and Approve Shop Drawings	X	
9	8.7	Perform Traffic Control Inspections	X	
9	8.8	Perform Construction Surveying	X	
9	8.9	Monument Right-of-Way	X	

LAWR	No.	Description of Task	Responsible Party LA	CDOT
9,9A	8.10	Prepare and Approve Interim and Final Contractor Pay Estimates. Collect and review CDOT Form 1418 (or equivalent) or use compliance software system. Provide the name and phone number of the person authorized for this task.	X	

Local Agency Representative	Phone Number
Kelly Grisham	719-553-2295

9	8.11	Prepare and Approve Interim and Final Utility and Railroad Billings	X	
9B	8.12	Prepare and Authorize Change Orders	X	#
9B	8.13	Submit Change Order Package to CDOT	X	
9A	8.14	Prepare Local Agency Reimbursement Requests	X	
9	8.15	Monitor Project Financial Status	X	
9	8.16	Prepare and Submit Monthly Progress Reports	X	
9	8.17	Resolve Contractor Claims and Disputes	X	
	8.18	Conduct Routine and Random Project Reviews. Provide the name and phone number of the person responsible for this task.		X

CDOT Resident Engineer	Phone Number
Lachelle Davis	719-595-9741

9	8.19	Ongoing Oversight of DBE Participation	X	

Materials

LAWR	No.	Description of Task	Responsible Party LA	CDOT
9,9C	9.1	Discuss Materials at Pre-Construction Meeting	X	
		• Buy America documentation required prior to Installation of steel	X	#
		• Buy America, Build America documentation required prior to installation of materials	X	#

LAWR	No.	Description of Task	Responsible Party LA	CDOT
9,9C	9.2	Complete CDOT Form 250 – Materials Documentation Record		
		• Generate form, which includes determining the Minimum number of required tests and applicable Material submittals for all materials placed on the project	☐	X
		• Update the form as work progresses	X	☐
		• Complete and distribute form after work is completed	X	☐
9C	9.3	Perform Project Acceptance Samples and Tests	X	☐
9C	9.4	Perform Laboratory Acceptance Tests	X	☐
9C	9.6	Accept Manufactured Products	X	☐
		Inspection of structural components:		
		• Fabrication of structural steel and pre-stressed concrete structural components	X	☐
		• Bridge modular expansion devices (0” to 6” or greater)	X	☐
		• Fabrication of bearing devices	X	☐
9C	9.6	Approve Sources of Materials	X	☐
9C	9.7	Independent Assurance Testing (IAT)		
		Local Agency Procedures ☑ CDOT Procedures ☐		
		• Generate IAT schedule	☐	X
		• Schedule and provide notification	X	☐
		• Conduct IAT	X	☐
9C	9.8	Approve mix designs		
		• Concrete	X	☐
		• Hot Mix Asphalt	X	☐
9C	9.9	Check Final Materials Documentation	X	☐
9C	9.10	Complete and Distribute Final Materials Documentation	X	☐

Construction Civil Rights and Labor Compliance

LAWR	No.	Description of Task	Responsible Party LA	CDOT
9	10.1	Fulfill Project Bulletin Board and Pre-Construction Packet Requirements	X	☐

Previous editions are obsolete and may not be used.

LAWR	No.	Description of Task	Responsible Party LA	CDOT
8,9	10.2	Process CDOT Form 205 – Sublet Permit Application and CDOT Form 1425 – Supplier Application Approval Request. Review & sign completed forms, or review/approve in compliance software system, as applicable, & submit to Region Civil Rights Office.	X	#
9	10.3	Conduct Equal Employment Opportunity and Labor Compliance Verification Employee Interviews. Complete CDOT Form 280	X	
9	10.4	Monitor Disadvantaged Business Enterprise Participation to Ensure Compliance with the "Commercially Useful Function" Requirements.	X	
9	10.5	Conduct Interviews when Project Utilizes On-the-Job Trainees.		
		• Complete CDOT Form 1337 – Contractor Commitment to Meet OJT Requirements.	X	
		• Complete CDOT Form 838 – OJT Trainee / Apprentice Record.	X	
		• Complete CDOT Form 200 – OJT Training Questionnaire.	X	
9	10.6	Check Certified Payrolls (Contact the Region Civil Rights Office for training requirements)	X	
9	10.7	Submit FHWA Form 1391 – Highway Construction Contractor's Annual EEO Report	X	
	10.8	Contract Compliance and Project Site Reviews		X

Finals

LAWR	No.	Description of Task	Responsible Party LA	CDOT
	11.1	Conduct Final Project Inspection & Final Inspection of Structures, if applicable		X
10	11.2	Write Final Project Acceptance Letter	X	
10	11.3	Advertise for Final Settlement	X	
11	11.4	Prepare and Distribute Final As-Constructed Plans	X	
11	11.5	Prepare EEO Certification and Collect EEO Forms	X	
11	11.6	Check Final Quantities, Plans, and Pay Estimate; Check Project Documentation; and submit Final Certifications	X	
11	11.7	Check Material Documentation and Accept Final Material Certification (See Chapter 9)		X
	11.8	Review CDOT Form 1419		X
	11.9	Submit CDOT Professional Services Closeout Report Form	X	

Previous editions are obsolete and may not be used.

LAWR	No.	Description of Task	Responsible Party LA	CDOT
	11.10	Complete and Submit CDOT Form 1212 LA – Final Acceptance Report (by CDOT)		X
11	11.11	Process Final Payment	X	
	11.12	Close out Local Project	X	
	11.13	Complete and Submit CDOT Form 950 – Project Closure		X
11	11.14	Retain Project Records	X	X
11	11.15	Retain Final Version of Local Agency Contract Administration Checklist	X	X

Cc: CDOT Resident Engineer/Project Manager
CDOT Region Program Engineer
CDOT Region Civil Rights Office
CDOT Region Materials Engineer
CDOT Contracts and Market Analysis Branch
Local Agency Project Manager

EXHIBIT F

CERTIFICATION FOR FEDERAL-AID CONTRACTS

The Local Agency certifies, by signing this Agreement, to the best of its knowledge and belief, that:

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

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such sub- recipients shall certify and disclose accordingly.

EXHIBIT G

DISADVANTAGED BUSINESS ENTERPRISES

SECTION 1. Policy

It is the policy of the Colorado Department of Transportation (CDOT) that Disadvantaged Business Enterprises (DBEs) shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement, pursuant to 49 CFR Part 26. Accordingly, CDOT's federally approved DBE Program Plan shall apply to this agreement.

SECTION 2. Subrecipient and Participant Obligation.

The Local Agency and its subrecipients agrees to ensure that DBEs certified through the Colorado Unified Certification Program have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement.

All participants on contracts and subcontracts financed in whole or in part with Federal funds provided under this Agreement shall take all necessary and reasonable steps in accordance with the CDOT's federally approved DBE Program Plan to ensure that DBEs have the maximum opportunity to compete for and perform contracts.

Local Agency subrecipients and their contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of CDOT and federally assisted contracts.

SECTION 3. DBE Program.

The Local Agency subrecipient shall be responsible for complying with CDOT's FHWA-approved DBE Program Plan.

Local Agency requirements can be found at:

https://www.codot.gov/business/civilrights

EXHIBIT H

LOCAL AGENCY PROCEDURES FOR CONSULTANT SERVICES

Title 23 Code of Federal Regulations (CFR) Part 172 applies to a federally funded Local Agency project agreement administered by CDOT that involves professional consultant services. 23 CFR 172.1 states "The requirements herein apply to federally funded contracts for engineering and design related services for projects subject to the provisions of 23 U.S.C. 112(a) (related to construction) and are issued to ensure that a qualified consultant is obtained through an equitable qualifications-based selection procurement process, that prescribed work is properly accomplished in a timely manner, and at fair and reasonable cost." Additionally, 23 CFR 172.7(a)(1)(iii)(C) states "In-State or local preference shall not be used as a factor in the evaluation, ranking and selection phase." Therefore, local agencies must comply with these CFR requirements when obtaining professional consultant services under a federally funded consultant contract administered by CDOT.

CDOT has formulated its procedures in Procedural Directive (P.D.) 400.1 and the related manual titled "Obtaining Professional Consultant Services". This directive and manual incorporate requirements from both Federal and State regulations, i.e., 23 CFR 172 and CRS §24-30-1401 et seq. Copies of the directive and the manual may be obtained upon request from CDOT's Engineering Contract Services Unit. [Local agencies should have their own written procedures on file for each method of procurement that addresses the items in 23 CFR 172].

Because the procedures and laws described in the Procedural Directive and the manual are quite lengthy, the subsequent steps serve as a short-hand guide to CDOT procedures that a Local Agency must follow in obtaining professional consultant services. This guidance follows the format of 23 CFR 172. The steps are:

1. The contracting Local Agency shall document the need for obtaining professional services.
2. Prior to solicitation for consultant services, the contracting Local Agency shall develop a detailed scope of work and a list of evaluation factors and their relative importance. The evaluation factors are those identified in C.R.S. 24-30-1403. Also, a detailed cost estimate should be prepared for use during negotiations.
3. The contracting agency must advertise for contracts in conformity with the requirements of C.R.S. 24-30- 1405. The public notice period, when such notice is required, is a minimum of 15 days prior to the selection of the three most qualified firms and the advertising should be done in one or more daily newspapers of general circulation.
4. The Local Agency shall not advertise any federal aid contract without prior review by the CDOT Regional Civil Rights Office (RCRO) to determine whether the contract shall be subject to a DBE contract goal. If the RCRO determines a goal is necessary, then the Local Agency shall include the goal and the applicable provisions within the advertisement. The Local

Agency shall not award a contract to any Contractor or Consultant without the confirmation by the CDOT Civil Rights and Business Resource Center that the Contractor or Consultant has demonstrated good faith efforts. The Local Agency shall work with the CDOT RCRO to ensure compliance with the established terms during the performance of the contract.

5. The Local Agency shall require that all contractors pay subcontractors for satisfactory performance of work no later than 30 days after the receipt of payment for that work from the contractor. For construction projects, this time period shall be reduced to seven days in accordance with Colorado Revised Statute 24-91-103(2). If the Local Agency withholds retainage from contractors and/or allows contractors to withhold retainage from subcontractors, such retainage provisions must comply with 49 CFR 26.29.

6. Payments to all Subconsultants shall be made within thirty days of receipt of payment from [the Local Agency] or no later than ninety days from the date of the submission of a complete invoice from the Subconsultant, whichever occurs first. If the Consultant has good cause to dispute an amount invoiced by a Subconsultant, the Consultant shall notify [the Local Agency] no later than the required date for payment. Such notification shall include the amount disputed and justification for the withholding. The Consultant shall maintain records of payment that show amounts paid to all Subconsultants. Good cause does not include the Consultant's failure to submit an invoice to the Local Agency or to deposit payments made.

7. The analysis and selection of the consultants shall be done in accordance with CRS §24-30-1403. This section of the regulation identifies the criteria to be used in the evaluation of CDOT pre-qualified prime consultants and their team. It also shows which criteria are used to short-list and to make a final selection.

   The short-list is based on the following evaluation factors:

   a. Qualifications,

   b. Approach to the Work,

   c. Ability to furnish professional services.

   d. Anticipated design concepts, and

   e. Alternative methods of approach for furnishing the professional services.

   Evaluation factors for final selection are the Consultant's:

   a. Abilities of their personnel,

   b. Past performance,

   c. Willingness to meet the time and budget requirement,

   d. Location,

   e. Current and projected work load,

f. Volume of previously awarded contracts, and

g. Involvement of minority consultants.

8. Once a consultant is selected, the Local Agency enters into negotiations with the consultant to obtain a fair and reasonable price for the anticipated work. Pre-negotiation audits are prepared for contracts expected to be greater than $50,000. Federal reimbursements for costs are limited to those costs allowable under the cost principles of 48 CFR 31. Fixed fees (profit) are determined with consideration given to size, complexity, duration, and degree of risk involved in the work. Profits are in the range of six (6) to 15 percent of the total direct and indirect costs.

9. A qualified Local Agency employee shall be responsible and in charge of the Work to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of the contract. At the end of Work, the Local Agency prepares a performance evaluation (a CDOT form is available) on the consultant.

CRS §§24-30-1401 THROUGH 24-30-1408, 23 CFR PART 172, AND P.D. 400.1, PROVIDE ADDITIONAL DETAILS FOR COMPLYING WITH THE PRECEEDING NINE (9) STEPS.

EXHIBIT I

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Non-segregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
XI. Certification Regarding Use of Contract Funds for Lobbying
XII. Use of United States-Flag Vessels:

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (*see* 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

> "It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:
(1) Withholding monthly progress payments;
(2) Assessing sanctions;
(3) Liquidated damages; and/or
(4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than $10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 “Contract provisions and related matters” with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided,* That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH–1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is used in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to *DBAconformance@dol.gov*. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to *DBAconformance@dol.gov*, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

d. *Fringe benefits not expressed as an hourly rate.* Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided,* That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

3. Records and certified payrolls (29 CFR 5.5)

a. *Basic record requirements* (1) *Length of record retention.* All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(4) *Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. *Certified payroll requirements* (1) *Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) *Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (*e.g.,* the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH–347 or in any other format desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division website at *https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347/.pdf* or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) *Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(4) *Use of Optional Form WH–347.* The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices* (1) *Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility. a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or 29 CFR part 1 or 3; or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or 29 CFR part 1 or 3.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or

mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

* $31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term “perform work with its own organization” in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of $150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1**. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. “First Tier Covered Transactions” refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

* * * * *

3. **Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

* * * * *

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

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

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

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, ‘on-board’ commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)
This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

EXHIBIT J

ADDITIONAL FEDERAL REQUIREMENTS

Federal laws and regulations that may be applicable to the Work include:

Executive Order 11246

Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967 and as supplemented in Department of Labor regulations (41 CFR Chapter 60) (All construction contracts awarded in excess of $10,000 by the Local Agencies and their contractors or the Local Agencies).

Copeland "Anti-Kickback" Act

The Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3) (All contracts and sub-Agreements for construction or repair).

Davis-Bacon Act

The Davis-Bacon Act (40 U.S.C. 276a to a-7) as supplemented by Department of Labor regulations (29 CFR Part 5) (Construction contracts in excess of $2,000 awarded by the Local Agencies and the Local Agencies when required by Federal Agreement program legislation. This act requires that all laborers and mechanics employed by contractors or sub-contractors to work on construction projects financed by federal assistance must be paid wages not less than those established for the locality of the project by the Secretary of Labor).

Contract Work Hours and Safety Standards Act

Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction contracts awarded by the Local Agency's in excess of $2,000, and in excess of $2,500 for other contracts which involve the employment of mechanics or laborers).

Clean Air Act

Standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368). Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15) (contracts, subcontracts, and sub-Agreements of amounts more than $100,000).

Energy Policy and Conservation Act

Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

Uniform Guidance

Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Title 2 Code of the Federal Regulations Part 200), which supersedes requirements from OMB Circulars A-21, A-87, A-110, and A-122, OMB Circulars A-89, A-102, and A- 133, and the guidance in Circular A-50 on Single Audit Act follow-up. The terms and conditions of the Uniform Guidance flow down to Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.

Hatch Act

The Hatch Act (5 USC 1501-1508) and Public Law 95-454 Section 4728. These statutes state that federal funds cannot be used for partisan political purposes of any kind by any person or organization involved in the administration of federally assisted programs.

Nondiscrimination

The Local Agency shall not exclude from participation in, deny the benefits of, or subject to discrimination any person in the United States on the ground of race, color national origin, sex, age or disability. Prior to the receipt of any Federal financial assistance from CDOT, the Local Agency shall execute the attached Standard DOT Title VI assurance. As appropriate, the Local Agency shall include Appendix A, B, or C to the Standard DOT Title VI assurance in any contract utilizing federal funds, land, or other aid. The Local Agency shall also include the following in all contract advertisements:

> *The [Local Agency], in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (79 Stat. 252, 42 US.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, DBEs will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for any award.*

ADA

In any contract utilizing federal funds, land, or other federal aid, the Local Agency shall require the federal- aid recipient or contractor to provide a statement of written assurance that they will comply with Section 504and not discriminate on the basis of disability.

Uniform Relocation Assistance and Real Property Acquisition Policies Act

The Uniform Relocation Assistance and Real Property Acquisition Policies Act, as amended (Public Law 91- 646, as amended and Public Law 100-17, 101 Stat. 246-256). (If the contractor is acquiring real property and displacing households or businesses in the performance of the Agreement).

Drug-Free Workplace Act

The Drug-Free Workplace Act (Public Law 100-690 Title V, subtitle D, 41 USC 701 et seq.).

Age Discrimination Act of 1975

The Age Discrimination Act of 1975, 42 U.S.C. Sections 6101 et. seq. and its implementing regulation, 45

C.F.R. Part 91; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, as amended, and implementing regulation 45 C.F.R. Part 84.

23 C.F.R. Part 172

23 C.F.R. Part 172, concerning "Administration of Engineering and Design Related Contracts".

23 C.F.R Part 633

23 C.F.R Part 633, concerning "Required Contract Provisions for Federal-Aid Construction Contracts".

23 C.F.R. Part 635

23 C.F.R. Part 635, concerning "Construction and Maintenance Provisions".

Title VI of the Civil Rights Act of 1964 and 162(a) of the Federal Aid Highway Act of 1973

Title VI of the Civil Rights Act of 1964 and 162(a) of the Federal Aid Highway Act of 1973. The requirements for which are shown in the Nondiscrimination Provisions, which are attached hereto and made a part hereof.

Nondiscrimination Provisions:

In compliance with Title VI of the Civil Rights Act of 1964 and with Section 162(a) of the Federal Aid Highway Act of 1973, the Contractor, for itself, its assignees, and successors in interest, agree as follows:

i. **Compliance with Regulations**

The Contractor will comply with the Regulations of the Department of Transportation relative to nondiscrimination in Federally assisted programs of the Department of

Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this Agreement.

ii. Nondiscrimination

The Contractor, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the ground of race, color, sex, mental or physical handicap or national origin in the selection and retention of Subcontractors, including procurement of materials and leases of equipment. The Contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix C of the Regulations.

iii. Solicitations for Subcontracts, Including Procurement of Materials and Equipment

In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurement of materials or equipment, each potential Subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Agreement and the Regulations relative to nondiscrimination on the ground of race, color, sex, mental or physical handicap or national origin.

iv. Information and Reports

The Contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of the Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the State, or the FHWA as appropriate and shall set forth what efforts have been made to obtain the information.

v. Sanctions for Noncompliance

In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Agreement, the State shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to: **a.** Withholding of payments to the Contractor under the contract until the Contractor complies, and/or **b.** Cancellation, termination or suspension of the contract, in whole or in part.

Incorporation of Provisions §22

The Contractor will include the provisions of this Exhibit J in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, orders, or instructions issued pursuant thereto. The Contractor will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event the Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or supplier as a result of such direction, the Contractor may request the State to enter into such litigation to protect the interest of the State and in addition, the Contractor may request the FHWA to enter into such litigation to protect the interests of the United States.

Assurances for Local Agencies

DOT Order No. 1050.2A

The [Local Agency] (herein referred to as the "Recipient"), **HEREBY AGREES THAT**, as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), through the Colorado Department of Transportation and the Federal Highway Administration (FHWA), Federal Transit Administration (FTA), and Federal Aviation Administration (FAA), is subject to and will comply with the following:

Statutory/Regulatory Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21 (entitled Non-discrimination In Federally-Assisted Programs Of The Department Of Transportation-Effectuation Of Title VI Of The Civil Rights Act Of 1964);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

> *"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, "for which the Recipient receives Federal financial assistance from DOT, including the FHWA, FTA, or FAA.*

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these non- discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted FHWA, FTA, and FAA assisted programs:

1. The Recipient agrees that each "activity," "facility," or "program," as defined in §§ 21.23(b) and 21.23(e) of 49 C.F.R. § 21 will be (with regard to an "activity") facilitated or will be (with regard to a "facility") operated or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests for Proposals for work, or material subject to the Acts and the Regulations made in connection with all FHWA, FTA and FAA programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:
3. "The [Local Agency] in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 US.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity

4. to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."
5. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.

6. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.

7. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.

8. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.

9. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:

    a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
    b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

10. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:

    a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
    b. the period during which the Recipient retains ownership or possession of the property.

11. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.

12. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the [Local Agency] also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the FHWA, FTA, and FAA's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by CDOT, FHWA, FTA, or FAA. You must keep records, reports, and submit the material for review

upon request to CDOT, FHWA, FTA, or FAA, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

[Local Agency] gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the FHWA, FTA, and FAA. This ASSURANCE is binding on [Local Agency], other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the FHWA, FTA, and FAA funded programs. The person(s) signing below is authorized to sign this ASSURANCE on behalf of the Recipient.

_____

(***Name of Recipient***)

by_____

(***Signature of Authorized Official***)

DATED_____

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations**: The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, FHWA, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Non-discrimination**: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment**: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. **Information and Reports**: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the [Local Agency], CDOT or FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the [Local Agency], CDOT or FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance**: In the event of a contractor's noncompliance with the non-discrimination provisions of this contract, the [Local Agency] will impose such contract sanctions as it, CDOT or FHWA may determine to be appropriate, including, but not limited to:

   a. withholding payments to the contractor under the contract until the contractor complies; and/or
   b. cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions**: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the [Local Agency], CDOT or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the [Local Agency] will accept title to the lands and maintain the project constructed thereon in accordance with (***Name of Appropriate Legislative Authority***), the Regulations for the Administration of (***Name of Appropriate Program***), and the policies and procedures prescribed by the FHWA of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the [Local Agency] all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto [Local Agency] and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the [Local Agency] its successors and assigns.

The [Local Agency], in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the [Local Agency] will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended [, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the [Local Agency] pursuant to the provisions of Assurance 7(a):

A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:

    1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, [Local Agency] will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued. *

C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the [Local Agency] will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the [Local Agency] and its assigns. *

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by [Local Agency] pursuant to the provisions of Assurance 7(b):

A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non- discrimination covenants, [Local Agency] will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued. *

C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, [Local Agency] will there upon revert to and vest in and become the absolute property of [Local Agency] of Transportation and its assigns. *

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601),(prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation,and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

COLORADO
Department of
Transportation

Exhibit K

CDOT SUBRECIPIENT RISK ASSESSMENT

Generate a pdf version for circulation to others by clicking the **Print to PDF** button below.

Grantee Entity

Entity Name (Subrecipient) *

Representative for this Self Assessment (Person Completing this Form)

Name * **Email** *

Chief Administrative Officer, Chief Financial Officer (CFO) or Equivalent

Name * **Email** *

Project Manager

Name * **Email** *

Project Details

Name of Project / Program *

Project Number * **Project Sub-Account Number** *

Grant Program Awarded *

Estimated Award Period *

Risk Assessment

Assessment Date *

CDOT Project Manager

Name * **Email** * **Phone** *

Instructions: (See "Instructions" tab for more information)
1. All questions are required to be answered.
2. Utilize the "Comment" section below the last question for additional responses.
3. When complete, check the box at the bottom of the form to authorize.
4. Click the Submit button when ready to submit.
5. A copy of the responses will be emailed to the Assessor Email.

Note: Fields marked with * are required.

Experience Assessment

1. Is your entity new to operating or managing federal funds (has not done so within the past three years)? *
○ Yes ○ No

2.Is this funding program new for your entity (managed for less than three years)? Examples of funding programs include CMAQ, TAP, STP-M, etc.*
○ Yes ○ No

3.Does your staff assigned to the program have at least three full years of experience with this federal program? *
○ Yes ○ No

Monitoring/Audit Assessment

4. Has your entity had an on-site project or grant review from an external entity (e.g., CDOT, FHWA) within the last three years? *
○ Yes ○ No ○ N/A

5a. Were there non-compliance issues in this prior review? *
○ Yes ○ No ○ N/A

Operation Assessment

6. Does your entity have a time and effort reporting system in place to account for 100% of all employees' time, that can provide a breakdown of the actual time spent on each funded project? *
○ Yes ○ No

Financial Assessment

7. Does your entity have an indirect cost rate that is approved and current? *
◯ Yes ◯ No

8. Is this grant/award 10% or more of your entity's overall funding? *
◯ >10% ◯ <10%

9. Has your entity returned lapsed* funds?
*Funds "lapse" when they are no longer available for obligation. *
◯ Yes ◯ No ◯ N/A

10. Has your entity had difficulty meeting local match requirements in the last three years? *
◯ Yes ◯ No ◯ N/A

11a. What is the total federal funding your entity has been awarded for the last federal fiscal year? *

11b. What is your entity's fiscal year end? *

Internal Control Assessment

12. Has your entity had any significant changes in key personnel or accounting system(s) in the last year? (e.g., Controller, Exec Director, Program Mgr, Accounting Mgr, etc.) *
◯ Yes ◯ No ◯ N/A

13. Does your entity have financial procedures and controls in place to accommodate a federal-aid (or other federally funded) project? *
◯ Yes ◯ No

14. Does your accounting system identify the receipts and expenditures of program funds separately for each award? *
◯ Yes ◯ No

15. Will your accounting system provide for the recording of expenditures for each award by the budget cost categories shown in the approved budget? *
◯ Yes ◯ No

16. Does your agency have a review process for all expenditures that will ensure that all costs are reasonable, allowable and allocated correctly to each funding source? *
◯ Yes ◯ No ◯ N/A

17. How many total FTE perform accounting functions within your organization? *
◯ >=6 ◯ 2 to 5 ◯ <2

Impact Assessment

18. For this upcoming federal award or in the immediate future, does your entity have any potential conflicts of interest* in accordance with applicable Federal awarding agency policy? (*Any practices, activities or relationships that reasonably appear to be in conflict with the full performance of the Subrecipient's obligations to the State.)*

○ Yes ○ No

19. For this award, has your entity disclosed to CDOT, in writing, violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the award?

Select **Yes** if one or more violation(s) and have either disclosed previously to CDOT or as part of this form.

Select **No** if one or more violation(s) and have not disclosed previously or will not disclose as part of this form.

Select **N/A** if there are no violations.*

Yes No N/A

○ ○ ○

Program Management Assessment

20. Does your entity have a written process/procedure or certification statement approved by your governing board ensuring critical project personnel are capable of effectively managing Federal-aid (or other federally funded) projects? *

Yes No N/A

21. Does your entity have written procurement policies or certification statement for consultant selection approved by your governing board in compliance with 23 CFR 172*?
(*The Brooks Act requires agencies to promote open competition by advertising, ranking, selecting, and negotiating contracts based on demonstrated competence and qualifications, at a fair and reasonable price.) *

Yes No N/A

22a. Is your staff familiar with the relevant CDOT manuals and federal program requirements?*

Yes No N/A

22b. Does your entity have a written policy or a certification statement approved by your governing board assuring federal-aid (or other federally funded) projects will receive adequate inspections? *

Yes No N/A

22c. Does your entity have a written process or a certification statement approved by your governing board assuring a contractor's work will be completed in conformance with approved plans and specifications? *

Yes No N/A

22d. Does your entity have a written policy or certification statement approved by your governing board assuring that materials installed on the projects are sampled and tested per approved processes. *

Yes No N/A

22e. Does your entity have a written policy or certification statement approved by your governing board assuring compliance with the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 and implementing regulations on federally funded projects?*

Yes No N/A

Comments - As needed, include the question number and provide comments related to the above questions.

I have confirmed with the Chief Administrative Officer or Chief Financial Officer of this entity to certify that this information is true and correct. *

Instructions and Guide to the SUBRECIPIENT RISK ASSESSMENT (Self Assessment)

Definitions

GAAP: Generally Accepted Accounting Principles

GAAS: Generally Accepted Auditing Standards

GAGAS: Generally Accepted Government Auditing Standards

OMB: Office of Management and Budget

Using the Assessment:

The answers provided on this self-assessment questionnaire assist in the determination of a subrecipient's risk of noncompliance with State and Federal statutes, regulations and the terms and conditions of the subaward in compliance with 2 CFR §200.332 (b). Some questions require a simple yes, no, or N/A answer. However, additional information may be provided in the comments sections and should be included if the answer demonstrates that the subrecipient has internal controls in one area, but not throughout the process. For example: The subrecipient may describe a good process for determining allowability and reasonableness but not fully explain how the cost is allocated across funding sources. Additional explanation for each question is provided below.

Assessment Reviewers: If a question is not answered or the answer does not address the question asked, then select the appropriate column to calculate the highest risk rating for that category. If you receive an answer that does not fit into one of the drop-down choices, please contact the Internal Audit Division to discuss. ALL questions should be answered.

Experience Assessment

Q1. Previous Experience of Subrecipient with managing federal funds
A subrecipient that has experience in managing federal funds has a lower risk of error (or non-compliance with federal requirements) than a subrecipient with little to no experience.

Q2. Previous Experience of Subrecipient with funding program
A subrecipient experienced in managing a particular federal funding program will have a lower risk of non-compliance than a subrecipient who is familiar with the funding program. Each funding program has specific guidance and regulations.

Q3. Previous Experience of Staff with funding -program
A subrecipient with staff that has little experience in managing a particular funding program has a higher risk of error than an entity with staff experienced with the funding program.

Monitoring/Audit Assessment

Q4. Recent Review
A subrecipient who has not had a recent financial or program review is a higher risk since CDOT is not familiar with or had an opportunity to review their processes or if they comply with guidance and regulations.

Q5. Non-compliance Issues in Prior Visit
A subrecipient who has experienced non-compliance issues in the past will be assessed as a higher risk so the appropriate monitoring can occur to verify if the non-compliance issues can be mitigated.

Operation Assessment

Q6. Timesheet Maintenance
§200.430 of the Supercircular requires salaries and wages to be based on records that accurately reflect the work performed. These records must reasonably reflect the total activity for which the employee is compensated by the non-Federal entity, not exceeding 100% of compensated activities.

Financial Assessment

Q7. Indirect Cost Rate
Whether a non-Federal entity has an indirect cost rate or not, will not impact the overall risk rating on this form. However, if an indirect cost rate will be requested, the non-Federal entity must notify CDOT Audit so that the indirect cost rate can be reviewed and included in the Federal award.

Q8. Size of Grant
If the funds received from CDOT make up a substantial portion of the entity's overall funding, there is typically a higher risk to the funding if the entity were to have any financial issues.

Q9. Lapsed Funds
Funds "lapse" when they are no longer utilized or available for obligation. Funds lapse at the end of the applicable fiscal year, unless another date is provided by statute or contract. If a subrecipient has previously allowed funds to lapse they are considered higher risk.

Q10. Local Match
Difficulty in meeting local match requirements can affect project delivery and is indicative of higher risk.

Q11. Total Federal Funds
This information is important in deciding how much federal funding makes up the total funding sources for the entity. If an entity manages a small amount, the risk is higher that they will be unfamiliar with the fiscal requirements of accounting for the funds. "Total Federal Funds" includes funds for projects in which your entity administers/performs the work (i.e. construction projects), but not for funds that you pass-through to other entities.

Internal Control Assessment

Q12. Significant Changes in Key Personnel
Significant changes in key personnel can increase the risk of non-compliance with federal requirements for that entity. For example, a new controller may not be familiar with subaward requirements, or a new executive director could make large changes in the entity that may increase their risk of consistent compliance.

Q13. Financial Procedures and Controls
Subrecipients with effective written procedures and financial controls, along with staff familiar with CDOT procedures and manuals, will have a lower risk of non-compliance with federal requirements.

Q14. Receipts and Expenditures Separated per Each Award
Subrecipients with accounting systems in which separate costs are maintained for each award reduce the risk that costs are ineligible due to being comingled and billed to multiple awards more than once.

Q15. Recording of Expenditures by Budget Cost Categories
Subrecipients with accounting systems that can track costs by award AND by the different types of costs allowed in the award (i.e. labor, sub-consultant/contractor, and materials) reduce the risk that costs are not allocable (see below).

Q16. Reasonableness, allowability, allocability
Allowability - Expenses charged to a grant must meet the following allowability criteria:
a) The costs must be reasonable.
b) The costs must be given consistent treatment through application of those generally accepted accounting principles appropriate to the circumstances.
c) The costs must conform to any limitations or exclusions set forth in the grant agreement or in the Federal Cost Principles.

Allocability:
Once allowability criteria have been met, the cost must be evaluated against the criterion of allocability. That is, the cost has been incurred solely to support or advance the work of a specific grant award. It also means the process of assigning a cost, or a group of costs, to one or more cost objectives, is in reasonable and realistic proportion to the benefit provided or other equitable relationship. A cost objective may be a major function of the agency, a particular service or project, a sponsored agreement, or indirect Cost activity. The process may entail assigning a cost(s) directly to a final cost objective or through one or more intermediate cost objectives.

Reasonableness:
The cost must be able to withstand public scrutiny. (i.e., objective individuals not affiliated with the institution would agree that a cost is appropriate on a grant award or as a component in its indirect cost proposal)

Q17. Number of FTEs
This is associated with the number (#) of individual grants and amount of funding the entity receives. If the entity only has a small # of grants, then a small # of FTE would generally suffice. However, if the entity has a large # of grants, but only a small # of accounting FTE, then there is a higher risk that the funds may not be accounted for correctly.

Impact Assessment

Q18. Conflicts of Interest
A subrecipient with no or few conflicts of interest, demonstrates a greater understanding of federal requirements than a subrecipient with many conflicts. See 2 CFR §200.112. Under the Uniform Guidance, States (and subrecipients) have to disclose in writing any potential conflicts of interest.

Q19. Violations of Federal Criminal Law
A subrecipient with many violations of criminal law affecting the federal award, demonstrates a disregard for rules and requirements and is at an increased risk of non-compliance than a subrecipient with no or few violations. See 2 CFR §200.113.

Program Management Assessment

Questions #20 - #22 on the Self-Assessment are applicable to construction projects and would not be suitable for use, for example, with planning projects. Cases in which the question does not apply, mark N/A.

Q20. Critical Project Personnel
If the local entity has a process for ensuring that critical project personnel are qualified to manage federal-aid (or other federally funded) projects, or provide certification statements to this effect, they are at less risk of non-compliance.

Q21. Written Procurement Policies
The procedures and laws a local entity must follow in obtaining professional consultant services are lengthy and complex. A local entity who has written procedures approved by the entity's governing board for staff or who certify that all laws will be followed is at less risk of non-compliance.

Q22. Program Management Questions a - e
These questions are intended to ensure an understanding of rules and regulations regarding federal-aid (or other federally funded) projects. A local entity must be able to demonstrate knowledge in these areas in order to be at low risk for non-compliance.

General

Update Risk Assessment
The Subrecipient Risk Assessment is to assess the risk related to the subrecipient. It is required to be updated based upon the frequency identified in the Subrecipient Monitoring and Risk Assessment Manual.

Exhibit L

2 C.F.R. Part 200

https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200

Title 2 —Federal Financial Assistance
Subtitle A —Office of Management and Budget Guidance for Federal Financial Assistance
Chapter II —Office of Management and Budget Guidance

Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

Subpart A Acronyms and Definitions

Acronyms

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§ 200.1 Definitions.

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Appendix IV to Part 200
Indirect (F&A) Costs Identification and Assignment, and Rate

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Appendix V to Part 200

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Appendix VI to Part 200

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Appendix XII to Part 200

Award Term and Condition for Recipient Integrity and Performance Matters

Exhibit M
Federal Treasury Provisions

Reserved

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: June 22, 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 ESTABLISHING A NEW ACCOUNT PROJECT CI2617, EAGLERIDGE BLVD CUL-DE-SAC, TRANSFERRING FUNDS IN THE AMOUNT OF $150,000 FROM DEPOSIT ACCOUNT D0103, COMMERCIAL BUILDING ESCROWS TO ACCOUNT PROJECT CI2617, EAGLERIDGE BLVD CUL-DE-SAC, BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF $150,000, APPROVING AMENDMENT NO. 8 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 $17,070 FOR PROJECT NO. 21-075, DILLON AND EAGLERIDGE ROUNDABOUT, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

This Ordinance establishes account project CI2617, transfers funds in the amount of $150,000.00 from Deposit Agreement D0103, Commercial Building Escrows to Project Account CI2617, Eagleridge Blvd Cul-De-Sac, budgets and appropriates funds in the amount of $150,000.00, approves Amendment No. 8 to the Professional Consulting Services Agreement awarded to Short-Elliott-Hendrickson, Inc. (SEH), in the amount of $17,070.00 for Project No. 21-075 (CI1819), Dillon and Eagleridge Roundabout.

PREVIOUS COUNCIL ACTION:

Ordinance 9350, dated September 24, 2018, established project CI1819 and budgeted and appropriated funds in the amount of $250,000.00 to said project.

Ordinance 9889, dated February 22, 2021, approved an agreement with CDOT, accepting a grant from Federal Highway Administration (FHWA) in the amount of $1,800,000.00 and budgeted and appropriated those funds into said project.

Resolution 14824, dated March 14, 2022, awarded an agreement for professional

engineering services in the amount of $229,243.00 to Short-Elliott-Hendrickson, Inc., for Project No. 21-075 Dillon and Eagleridge Roundabout.

Resolution 15182, dated March 27, 2023, approved Amendment No. 4 to the agreement for professional engineering services in the amount of $18,685.00 for Project No. 21-075 Dillon and Eagleridge Roundabout.

Resolution 15183, dated March 27, 2023, approved Amendment No. 5 to the agreement for professional engineering services in the amount of $22,031.00 for Project No. 21-075 Dillon and Eagleridge Roundabout.

Resolution 15642, dated May 28, 2024, approved Amendment No. 6 to the agreement for professional engineering services in the amount of $49,052.00 for Project No. 21-075 Dillon and Eagleridge Roundabout.

Ordinance 11108, dated January 12, 2026, approved a Deposit Agreement between the City of Pueblo and QQ Operating Holding Company.

Resolution 16320, dated May 11, 2026, approved Amendment No. 7 to the agreement for professional engineering services in the amount of $20,724.00 for Project No. 21-075 Dillon and Eagleridge Roundabout.

BACKGROUND:

QQ Operating Holding Company, LLC, will be constructing a Quick Quack Car Wash on the southeast corner of Eagleridge Blvd. and Dillon Dr. As part of the development project, the developer is responsible to construct public improvements to mitigate the impacts of activities generated by the development.

The City has been awarded a Highway Safety Improvement Program (HSIP) grant for the construction of a new roundabout that will improve the safety of all roadway users at the intersection. The project covers many of the improvements that would have otherwise been required by the developer, but required improvements to the easternmost end of Eagleridge Boulevard was not included within the City's roundabout project scope.

Because of existing site conditions on the eastern leg of the Dillon/Eagleridge intersection and the anticipated timing of the City's roundabout construction project, it is likely that significant portions of Quick Quack Operating Holding Company's work will need to be redone to accommodate the roundabout construction project. Rather than removing the newly-installed improvements, it is in both parties' best interests for the City to perform the additional work as part of its roundabout project and for the Developer to provide funds to cover the anticipated cost of the additional work.

Amendments No. 1 through No. 3 were executed by the purchasing agent as they were determined to be minor amendments.

Amendment No. 1 to this contract was to clarify and more specifically identify the scope of work to be performed under the agreement.

Amendment No. 2 to this contract was to provide a rate change, allowing 2022 staff and rate updates to the existing contract. This amendment did not increase the $229,243.00 base contract compensation.

Amendment No. 3 to this contract was to add additional services for traffic study and Operations Evaluation Level 1 as required by CDOT. This amendment increased the base contract amount by $22,228.00.

Amendment No. 4 provided additional services for an Operations Evaluation Level 2 as required by CDOT and increased the base contract amount by $18,685.00, making the contract amount $270,156.00.

Amendment No. 5 provided additional work for the project to upsize the sanitary sewer mains located in the same footprint of the proposed roundabout and increased the base contract by $22,031.00, making the contract amount $292,187.00.

Amendment No. 6 is related to the revised geometry requested by City of Pueblo staff and the traffic forecasting data that was provided, additional survey and design of the I-25 Northbound off-ramp as requested by CDOT, as well as supplemental SUE for the additional survey limits and additional fiber that has been installed along the project limits.

Amendment No. 7 is to provide right-of-way staking for acquisition of easements, redesign of the Dillon Drive median, and development of conceptual construction phasing and traffic control plans.

The proposed Amendment No. 8 is to provide the design for the cul-de-sac at the east end of Eagleridge Boulevard.

FINANCIAL IMPLICATIONS:

Funds in the amount of $150,000.00 will be transferred, budgeted and appropriated, from Deposit Account D0103 - Commercial Building Escrows to Project Account CI2617, Eagleridge Blvd Cul-De-Sac.

Funding for Amendment No. 8 ($17,070.00) will be paid from Project Account CI2617, Eagleridge Blvd Cul-De-Sac.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Denial of this resolution will cancel the design of the cul-de-sac.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 21-075 SEH Amendment No 8

ORDINANCE NO.

AN ORDINANCE ESTABLISHING A NEW ACCOUNT PROJECT CI2617, EAGLERIDGE BLVD CUL-DE-SAC, TRANSFERRING FUNDS IN THE AMOUNT OF $150,000 FROM DEPOSIT ACCOUNT D0103, COMMERCIAL BUILDING ESCROWS TO ACCOUNT PROJECT CI2617, EAGLERIDGE BLVD CUL-DE-SAC, BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF $150,000, APPROVING AMENDMENT NO. 8 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 $17,070 FOR PROJECT NO. 21-075, DILLON AND EAGLERIDGE ROUNDABOUT, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, Project No. 21-075 (CI1819), SHO M086-084 (23584) Dillon and Eagleridge Roundabout Project was awarded to Short-Elliott-Hendrickson, Inc., on March 14, 2022; and,

WHEREAS, additional design and engineering work contemplated by Amendment No. 8 is needed; and,

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

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

SECTION 1.

Project Account CI2617, Eagleridge Blvd Cul-De-Sac is hereby established.

SECTION 2.

Funds in the amount of $150,000.00 are hereby transferred, budgeted and appropriated from Deposit Account D0103, Commercial Building Escrows to Project Account CI2617, Eagleridge Blvd Cul-De-Sac.

SECTION 3.

Amendment No. 8, by and between the City of Pueblo, a Municipal Corporation, and Short-Elliott-Hendrickson, Inc., a Colorado Corporation, 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. 8 to be performed in the amount of $17,070.00.

SECTION 4.

Funds in the amount of $17,070.00 will be paid from Project CI2617, Eagleridge Blvd

Cul-De-Sac.

SECTION 5.

The Purchasing Agent is hereby authorized to execute Amendment No. 8 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 6.

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 7.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

_____
President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

_____
_____
_____
_____

_____
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____

President of City Council

ATTEST

_____

City Clerk

AMENDMENT NO. 8 TO THE AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES BY AND BETWEEN CITY OF PUEBLO AND SHORT-ELLIOTT-HENDRICKSON, INCORPORATED

1. INTRODUCTION

This Amendment No. 8 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 ("Owner") and Short-Elliott-Hendrickson, Incorporated, a registered Minnesota Corporation registered to do business in Colorado ("Consultant"). Owner and Consultant are sometimes referred to herein as a "Party" and collectively, as the "Parties."

2. PROJECT STATEMENT

WITNESSETH THAT:

WHEREAS, Owner and Consultant entered into that certain Agreement for Professional Consulting Services dated March 15, 2022 for Bid 21-075 RFQ - Design and Engineering for Dillon and Eagleridge Roundabout (the "Agreement"), Amendment No. 1 dated April 4, 2022, Amendment No. 2 dated August 3, 2022, Amendment No. 3 dated August 5, 2022, Amendment No. 4 dated March 28, 2023, Amendment No. 5 dated March 28, 2023, Amendment No. 6 dated May 31, 2024, and Amendment No. 7 dated May 18, 2026;

WHEREAS, Owner 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, Owner 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 additional services for project management, design and construction plans, project specifications, and bid schedule for Eagleridge Boulevard Cul-de-Sac as identified in Attachment A.

   2. Attachment A to this Amendment No. 8 shall be additional work as agreed upon by Consultant and Owner, 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. 8, the fee schedule attached as Attachment B to this Amendment No. 8 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. 8 shall not exceed the maximum amount of $17,070.00 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. 8 shall be billed at the amounts set forth in the Attachment B.

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

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

D. Except as expressly modified by this Amendment No. 8, the Agreement shall remain in full force and effect. Except as modified by this Amendment No. 8, 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. 8.

E. 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_____
Teresa May Burns, Director of Purchasing

Attest_____
Clyde Bishop, City Clerk

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

_____
Danny Nunn, Director of Finance

SHORT ELLIOTT HENDRICKSON, INC.

By_____
James Hayson, Principal-In-Charge

[SEAL]

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 Services

Excerpt from Consultant Proposal submitted May 14, 2026, Pages 1 − 2

AMENDMENT NO. 8
SCOPE OF WORK –
ADDITIONAL SERVICES
Eagleridge Boulevard Cul-de-Sac

Project Understanding and Limits: The project involves the design of a traffic roundabout at the intersection of Dillon Drive and Eagleridge Boulevard east of I-25 on the northeast side of the City of Pueblo. The roundabout shall provide a free-flow condition for all turning movements to eliminate the existing stop-controlled intersection configuration. Medians and concrete curb and gutter, as well as striping and appropriate signage will be installed on all four quadrants to delineate lanes and instruct drivers. Additional improvements to include crosswalks, curb ramps, landscaping, and other appurtenances will also be installed. The design and construction of the project will be funded through a grant received from the Colorado Department of Transportation; therefore, all design and requirements will adhere to FHWA oversight.

The City of Pueblo desires to complete the Eagleridge Boulevard Cul-de-Sac design and construction plans as a separate bid set to satisfy the agreement with Quick Quack Car Wash

Scope: The Basic Services provided by SEH as set forth herein is provided subject to the attached Agreement for Professional Services.

Unless task is explicitly included in scope of work, task is explicitly excluded.

Our services will consist of:

Project Management

1. Project management to include Amendment 8 agreement execution and accounting setup.
2. Meetings with City of Pueblo staff
    - Attend one (1) meeting for purpose of gathering design information for Quick Quack Car Wash.
    - Attend one (1) review meeting for purpose of receiving comments prior to final advertisement of separate bid package.

Cul-de-Sac Design and Construction Plans

1. Prepare Cover/Title Sheet for separate bid document of Eagleridge Boulevard Cul-de-Sac
2. Prepare General Notes Sheet
3. Prepare Summary of Quantities Sheet in agreement with Bid Schedule
4. Prepare Horizontal Control Sheet
5. Prepare Removals Plan
6. Prepare Plan and Profile Sheets
    a. Centerline profile from terminus of Dillon and Eagleridge Roundabout Plans to centroid of Cul-de-sac
    b. Edge of gutter profile from terminus of Dillon and Eagleridge Roundabout Plans.
7. Prepare Grading Plan and Erosion Control Plan.

Cul-de-Sac Project Specifications

1. Prepare project specifications in agreement with Dilling and Eagleridge Roundabout project specifications.

Cul-de-Sac Bid Schedule

1. Prepare bid schedule in agreement with summary of quantities for inclusion into separated bid documents for Eagleridge Boulevard Cul-de-Sac.

Specific Exclusions/Assumptions

- It is assumed that sufficient topographic information is available to sufficiently detail and design the extended limits of Eagleridge Boulevard. If additional survey is required, SEH will notify the City of the additional need and the anticipated additional effort required.
- City of Pueblo will provide, or give access to, the SEH all existing planning documents, reports, and construction plans for Quick Quack Car Wash.
- Client will provide, or give access to, the SEH all previously approved agreements between the City and/or Colorado Department of Transportation and Quick Quack Car Wash.
- Street lighting design, beyond typical and standard regulatory spacing requirements, is not included.
- Right-of-way plans for property acquisitions are not included. Design and construction plans will be limited to Eagleridge Boulevard right-of-way and ties to Quick Quack Car Wash site improvements at right-of-way line.
- No utility design is included in this scope and fee.
- No drainage reports or stormwater design is included in this scope and fee.
- Additional meetings, as requested by City of Pueblo, or required by CDOT, shall be conducted on a time and materials basis, based on the Rate Schedule Method.
- This fee proposal assumes that there will be no more than one (1) review/response cycle, per phase, with City of Pueblo on the information provided.
- The fee assumes that the study area and scope of work provided by SEH at the time of the proposal will not change. Any modifications to the scope that affect the study area, project limits or scope shall be considered additional services and negotiated by City of Pueblo and SEH prior to any additional work commencing.

Attachment B

Fee Schedule

Excerpt from Consultant Proposal submitted May 14, 2026, Page 3

Fee Proposal Eagleridge Blvd Cul-de-Sac - Amendment 8		Project Management		Eagleridge Boulevard Cul-de-Sac Design					Project Specifications		Total
Labor Category	Labor Rate	Task Order Oversight, Reporting, Project Management, Client Communciation, Scheduling, Internal Team Management, Coordination, and Team Meetings and QA/QC	Meetings with City of Pueblo staff - (1) Kick-off and (1) Review Meeting	Preparation of Title/Cover Sheet; General Notes; Summary of Quantiteis	Preparation of Horizontal Control Sheet	Preparation of Removals Plan	Preparation of Plan and Profile Sheets	Prepare Cul-de-Sac Grading and Erosion Control Plan	Develop project specificaitons	Prepare Bid Schedule	
Principal-in-Charge/Project Manager - (Jimmie Hayson)	$250.00	4	3				1	1	8	1	18
Senior Engineer II (Tim Nuetzel)	$245.00			1	1	2	8	8			20
Graduate Engineer II (Cody Pfister)	$155.00			5	5	6	16	10			42
Graduate Engineer II (Craig Hayson)	$145.00				2					2	4
Sr. Accounting Representative - (Suzie O'Connor)	$145.00	3							1		4
Total Hours		**7**	**3**	**6**	**8**	**8**	**25**	**19**	**9**	**3**	**84**
Total Labor Cost		**$1,435**	**$750**	**$1,020**	**$1,310**	**$1,420**	**$4,690**	**$3,760**	**$2,145**	**$540**	**$17,070**
Other Direct Costs / Equipment / Materials / Supplies / Re-production / Mailings / Shipping / Services											
Survey Vehicle ($7.5/hr)											$0.00
GPS Equipment ($35/Hr)											$0.00
Drone ($135/hr)											$0.00
Private Utility Locating Services											$0.00
Subtotal		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Travel Expenses / Vehicle Mileage / Lodging / M&IE / Per Diem											
Number of People Traveling:											0
Meals and Lodging											
Lodging = $107/ Night (plus 15% tax)											$0.00
Meals = $59 Per Diem ($44.25 first/last day)											$0.00
Vehicle Mileage - Travel to/from											
Round Trip Mileage - Federal GSA Rate = $0.72/mile (2026 Rate).											$0.00
Airfare- Travel to/from + Baggage Fees											
Round Trip											$0.00
Rental Car											
Rental Car = $100/day											$0.00
Rental Car Fuel											$0.00
Subtotal -- Travel Expenses / Vehicle Mileage / Lodging / M&IE / Per Diem		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Total Cost		**$1,435.00**	**$750.00**	**$1,020.00**	**$1,310.00**	**$1,420.00**	**$4,690.00**	**$3,760.00**	**$2,145.00**	**$540.00**	**$17,070.00**

Additional Information for Amendment

System for Award Management (SAM.gov) Registration

Certificate of Good Standing

PERA Questionnaire

Insurance Certificates – City of Pueblo

Insurance Certificates – CDOT

(Note: Professional Liability Insurance for CDOT to be added prior to signature)

SAM.GOV®

SHORT-ELLIOTT-HENDRICKSON INC

REVIEWED
By Christina Garcia at 2:42 pm, Apr 29, 2026

Unique Entity ID	CAGE / NCAGE	Purpose of Registration
RLGDG66L9JE6	**4DUF6**	**All Awards**
Registration Status	Expiration Date	
Active Registration	**Jul 22, 2026**	
Physical Address	Mailing Address	
2000 S Colorado BLVD **STE 6000** **Denver, Colorado 80222-7938** **United States**	**2000 South Colorado BOULEVARD, Tower li** **Suite 1200** **Denver, Colorado 80222** **United States**	

Business Information

Doing Business as	Division Name	Division Number
SEH	**(blank)**	**(blank)**
Congressional District	State / Country of Incorporation	URL
Colorado 01	**Minnesota / United States**	**(blank)**

Registration Dates

Activation Date	Submission Date	Initial Registration Date
Jul 24, 2025	**Jul 22, 2025**	**Apr 28, 2006**

Entity Dates

Entity Start Date	Fiscal Year End Close Date
Jan 1, 1927	**Jun 30**

Immediate Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Highest Level Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM.gov) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2. C.F.R. 200 Appendix XII. Their responses are displayed in the responsibility/qualification section of SAM.gov. Maintaining an active registration in SAM.gov demonstrates the registrant responded to the proceedings questions.

Exclusion Summary

Active Exclusions Records?

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**	**(blank)**

Profit Structure

For Profit Organization

Socio-Economic Types

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

Financial Information

Accepts Credit Card Payments	Debt Subject To Offset
No	**No**
EFT Indicator	CAGE Code
0000	**4DUF6**

Points of Contact

Electronic Business

Kendall Dalton
2000 South Colorado BLVD, Tower Ii
Suite 1200
Denver, Colorado 80222
United States

Lindsey Roberts McKenzie
3535 Vadnais Center DR
Saint Paul, Minnesota 55110
United States

Government Business

Kendall Dalton
2000 South Colorado BLVD, Tower Ii
Suite 1200
Denver, Colorado 80222
United States

Lindsey Roberts McKenzie
3535 Vadnais Center DR
Saint Paul, Minnesota 55110
United States

Past Performance

Kendall Dalton
2000 South Colorado BLVD, Tower Ii
Suite 1200
Denver, Colorado 80222
United States

Lindsey Roberts McKenzie
3535 Vadnais Center DR
Saint Paul, Minnesota 55110
United States

Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	**541330**	**Engineering Services**
	541310	**Architectural Services**
	541320	**Landscape Architectural Services**
	541330	**Marine Engineering And Naval Architecture**
	541330	**Contracts And Subcontracts For Engineering Services Awarded Under The National Energy Policy Act Of 1992**
	541330	**Military And Aerospace Equipment And Military Weapons**
	541340	**Drafting Services**
	541350	**Building Inspection Services**
	541360	**Geophysical Surveying And Mapping Services**
	541370	**Surveying And Mapping (Except Geophysical) Services**
	541410	**Interior Design Services**
	541420	**Industrial Design Services**
	541430	**Graphic Design Services**

541490	**Other Specialized Design Services**
541620	**Environmental Consulting Services**
541690	**Other Scientific And Technical Consulting Services**
562910	**Remediation Services**
562910	**Environmental Remediation Services**
562998	**All Other Miscellaneous Waste Management Services**
611699	**All Other Miscellaneous Schools And Instruction**

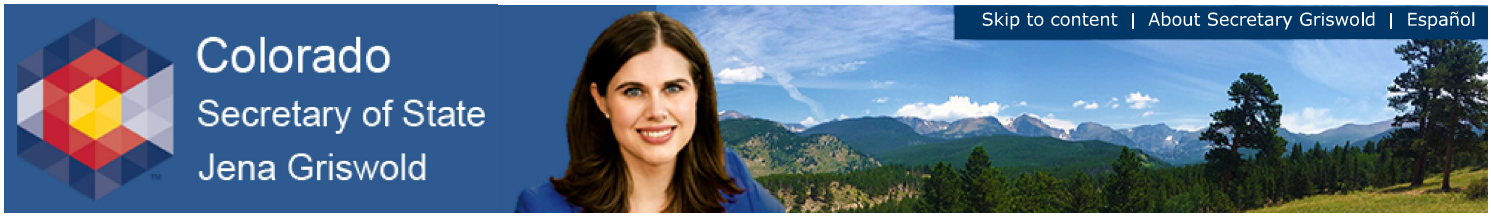
Disaster Response

Yes, this entity appears in the disaster response registry.

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

Bonding Levels	Dollars
	(blank)

States	Counties	Metropolitan Statistical Areas
All of the United States	**(blank)**	**(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	Short-Elliott-Hendrickson, Incorporated		
Status	Good Standing	**Formation date**	01/22/2001
ID number	20011014839	**Form**	Foreign Corporation
Periodic report month	January	**Jurisdiction**	Minnesota
Principal office street address	3535 Vadnais Center Drive, St. Paul, MN 55110, US		
Principal office mailing address	3535 Vadnais Center Drive, St. Paul, MN 55110, US		

Registered Agent	
Name	United Agent Group Inc.
Street address	201 E 4th St, Loveland, CO 80537, US
Mailing address	201 E 4th St, Loveland, CO 80537, 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,

Short-Elliott-Hendrickson, Incorporated

is an entity formed or registered under the law of Minnesota , 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 20011014839 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 04/24/2026 that have been posted, and by documents delivered to this office electronically through 04/27/2026 @ 16:43:52 .

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 04/27/2026 @ 16:43:52 in accordance with applicable law. This certificate is assigned Confirmation Number 18493888 .

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 X, No___. (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 X.

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: Short Elliott Hendrickson, Inc.

Authorized Signature: James E. Hayson Title: Principal

Printed Name: James Hayson Date: 05.07.2026

CERTIFICATE OF LIABILITY INSURANCE

12/1/2026

DATE (MM/DD/YYYY) 5/7/2026

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 Lockton Companies, LLC DBA Lockton Insurance Brokers, LLC in CA CA license #0F15767 444 W. 47th St., Ste. 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED 1480921 SHORT-ELLIOTT-HENDRICKSON, INCORPORATED 3535 VADNAIS CENTER DRIVE ST. PAUL MN 55110-3507	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** The Continental Insurance Company — 35289 **INSURER B :** Continental Casualty Company — 20443 **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 18336755 **REVISION NUMBER:** XXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:	Y	Y	6079420587	12/1/2025	12/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 500,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	N	Y	6079420699	12/1/2025	12/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX
A	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $	N	N	6079420590	12/1/2025	12/1/2026	EACH OCCURRENCE AGGREGATE 	$ 10,000,000 $ 10,000,000 $ XXXXXXX
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	6079421254	12/1/2025	12/1/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
B	CRIME	N	N	768754914	12/1/2025	12/1/2026	$1,000,000 EMPLOYEE THEFT $10,000 DEDUCTIBLE	

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

THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.

****SEE ATTACHED***

CERTIFICATE HOLDER

18336755
CITY OF PUEBLO, A MUNICIPAL CORPORATION
230 S. MECHANIC STREET
PUEBLO CO 81003

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Joseph M Agnello

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RE: SEH PUEBL 166653/ DESIGN AND ENGINEERING FOR DILLON AND EAGLERIDGE ROUNDABOUT. THE CITY OF PUEBLO, ITS AGENTS, OFFICERS AND EMPLOYEES AND COLORADO DEPARTMENT OF TRANSPORTATION ARE ADDITIONAL INSURED ON GENERAL LIABILITY ON A PRIMARY, NON-CONTRIBUTORY BASIS, AS REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION IN FAVOR OF THE ADDITIONAL INSURED APPLIES ON GENERAL, AUTO AND WORKERS COMPENSATION POLICIES AS REQUIRED BY WRITTEN CONTRACT AND WHERE ALLOWED BY LAW. COVERAGE IS SUBJECT TO THE TERMS AND CONDITIONS OF THE POLICY. FOR CANCELLATION FOR ANY REASON OTHER THAN NONPAYMENT OF PREMIUM, THE INSURER(S) WILL SEND 30 DAYS NOTICE OF CANCELLATION TO THE CERTIFICATE HOLDER FOR GENERAL, AUTO AND WORKERS COMPENSATION POLICIES.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/02/2025

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

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

PRODUCER	CONTACT NAME: Jeanne Danmeier	
H. Robert Anderson and Associates, Inc. 8201 Norman Center Drive Suite 220 Bloomington MN 55437	PHONE (A/C, No, Ext): (952) 893-1933	FAX (A/C, No): (952) 893-1819
	E-MAIL ADDRESS:	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Short-Elliott-Hendrickson, Incorporated 3535 Vadnais Center Drive St. Paul MN 55110	INSURER A : XL Specialty Insurance Co.	37885
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 2025-2026 1 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ **UMBRELLA LIAB** ☐ OCCUR						EACH OCCURRENCE	$
	☐ **EXCESS LIAB** ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)**	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability			DPR5051159	12/01/2025	12/01/2026	Each Claim/ Each Policy Year Aggregate	$5,000,000 $10,000,000

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

Re: PUEBL 166653/ DESIGN AND ENGINEERING FOR DILLON AND EAGLERIDGE ROUNDABOUT

This certificate or memorandum of insurance does not affirmatively or negatively amend, extend, or alter the coverage afforded by the insurance policy.

CERTIFICATE HOLDER

City of Pueblo;
a Municipal Corporation
230 South Mechanic Street
Pueblo CO 81003

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Theresa M. Andersons

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/2/2025

12/1/2026

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.

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PRODUCER Lockton Companies, LLC DBA Lockton Insurance Brokers, LLC in CA CA license #0F15767 444 W. 47th St., Ste. 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED 1486214 SHORT-ELLIOTT-HENDRICKSON, INCORPORATED 3535 VADNAIS CENTER DRIVE ST. PAUL MN 55110-3507	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** AXIS Surplus Insurance Company — 26620 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 18336766 **REVISION NUMBER:** XXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC ☐ OTHER:			NOT APPLICABLE			EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX $
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX
	☐ **UMBRELLA LIAB** ☐ OCCUR ☐ **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $			NOT APPLICABLE			EACH OCCURRENCE AGGREGATE $	$ XXXXXXX $ XXXXXXX $ XXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N / A **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below			NOT APPLICABLE			☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ XXXXXXX $ XXXXXXX $ XXXXXXX
A	CYBER	N	Y	P-001-001032915-04	12/1/2025	12/1/2026	LIMIT: $5,000,000 AGGREGATE DED: $50,000	

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

THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.

RE: SEH #PUEBL 166653/ DESIGN AND ENGINEERING FOR DILLON AND EAGLERIDGE ROUNDABOUT. BID 21-075 RFQ – DESIGN AND ENGINEERING FOR DILLON AND EAGLERIDGE ROUNDABOUT. WAIVER OF SUBROGATION IN FAVOR OF THE CERTIFICATE HOLDER APPLIES ON CYBER, AS REQUIRED BY WRITTEN CONTRACT AND WHERE ALLOWED BY LAW. COVERAGE IS SUBJECT TO THE TERMS AND CONDITIONS OF THE POLICY.

CERTIFICATE HOLDER

18336766
CITY OF PUEBLO, A MUNICIPAL CORPORATION
230 S. MECHANIC STREET
PUEBLO CO 81003

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Joseph M Agnello

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/24/2025

12/1/2026

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 Lockton Companies, LLC DBA Lockton Insurance Brokers, LLC in CA CA license #0F15767 444 W. 47th St., Ste. 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED 1480921 SHORT-ELLIOTT-HENDRICKSON, INCORPORATED 3535 VADNAIS CENTER DRIVE ST. PAUL MN 55110-3507	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** The Continental Insurance Company — 35289 **INSURER B :** Continental Casualty Company — 20443 **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 18336802 **REVISION NUMBER:** XXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:	Y	Y	6079420587	12/1/2025	12/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 500,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	N	Y	6079420699	12/1/2025	12/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX
A	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $	N	N	6079420590	12/1/2025	12/1/2026	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000 $ XXXXXXX
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	6079421254	12/1/2025	12/1/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
B	CRIME	N	N	768754914	12/1/2025	12/1/2026	$1,000,000 EMPLOYEE THEFT $10,000 DEDUCTIBLE	

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

****SEE ATTACHED***

CERTIFICATE HOLDER

18336802
COLORADO DEPARTMENT OF TRANSPORTATION (CDOT)
5615 WILLS BOULEVARD
PUEBLO CO 81008

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

Joyce M Agnello

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RE: SEH 166653 / Design and Engineering for Dillon and Eagleridge Roundabout. BID 21-075 RFQ – DESIGN AND ENGINEERING FOR DILLON AND EAGLERIDGE ROUNDABOUT. THE STATE OF COLORADO DEPARTMENT OF TRANSPORTATION, ITS AGENTS, OFFICERS AND EMPLOYEES ARE ADDITIONAL INSURED ON GENERAL LIABILITY ON A PRIMARY, NON-CONTRIBUTORY BASIS, AS REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION IN FAVOR OF THE ADDITIONAL INSURED APPLIES ON GENERAL, AUTO AND WORKERS COMPENSATION POLICIES AS REQUIRED BY WRITTEN CONTRACT AND WHERE ALLOWED BY LAW. COVERAGE IS SUBJECT TO THE TERMS AND CONDITIONS OF THE POLICY. FOR CANCELLATION FOR ANY REASON OTHER THAN NONPAYMENT OF PREMIUM, THE INSURER(S) WILL SEND 30 DAYS NOTICE OF CANCELLATION TO THE CERTIFICATE HOLDER FOR GENERAL, AUTO AND WORKERS COMPENSATION POLICIES.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/24/2025

12/1/2026

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.

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PRODUCER Lockton Companies, LLC DBA Lockton Insurance Brokers, LLC in CA CA license #0F15767 444 W. 47th St., Ste. 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED 1486214 SHORT-ELLIOTT-HENDRICKSON, INCORPORATED 3535 VADNAIS CENTER DRIVE ST. PAUL MN 55110-3507	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** AXIS Surplus Insurance Company / 26620 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 18336812 **REVISION NUMBER:** XXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC ☐ OTHER:			NOT APPLICABLE			EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX $
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX
	UMBRELLA LIAB ☐ OCCUR **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $			NOT APPLICABLE			EACH OCCURRENCE AGGREGATE $	$ XXXXXXX $ XXXXXXX $ XXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		NOT APPLICABLE			☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ XXXXXXX $ XXXXXXX $ XXXXXXX
A	CYBER	N	Y	P-001-001032915-04	12/1/2025	12/1/2026	LIMIT: $5,000,000 AGGREGATE DED: $50,000	

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

RE: SEH No. 166653 / Design and Engineering for Dillon and Eagleridge Roundabout. BID 21-075 RFQ – DESIGN AND ENGINEERING FOR DILLON AND EAGLERIDGE ROUNDABOUT. WAIVER OF SUBROGATION APPLIES ON CYBER POLICY AS REQUIRED BY WRITTEN CONTRACT AND WHERE ALLOWED BY LAW. COVERAGE IS SUBJECT TO THE TERMS AND CONDITIONS OF THE POLICY.

CERTIFICATE HOLDER

18336812
COLORADO DEPARTMENT OF TRANSPORTATION (CDOT)
5615 WILLS BOULEVARD
PUEBLO CO 81008

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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Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: June 22, 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 PURCHASE ORDER NO. POGG1,EFAA,202400002306 ISSUED TO THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION (CITY), AND THE STATE OF COLORADO, ACTING BY AND THROUGH THE COLORADO ENERGY OFFICE, FOR THE CHARGE AHEAD COLORADO GRANT, EXTENDING THE AVAILABILITY OF GRANT FUNDING THROUGH NOVEMBER 30, 2026

SUMMARY:

This Ordinance approves the first amendment to a Purchase Order issued by the Colorado Energy Office to the City of Pueblo, relating to a project to install electric vehicle charging infrastructure at the Main Street Parking Garage and Weisbrod Parking Garage. The amendment extends the availability of grant funding through November 30, 2026.

PREVIOUS COUNCIL ACTION:

City Council approved the original Purchase Order under Ordinance No. 10584 on November 13, 2023, which established Project Account No. CI2217 - Charge Ahead Colorado, and accepted, budgeted, and appropriated the $45,000.00 provided through the purchase order.

BACKGROUND:

The City applied for and received a "Charge Ahead Colorado" small dollar grant award in the amount of $45,000.00 through the Colorado Energy Office in 2023 to install multiple Level 2 electric vehicle charging stations at the Main Street Garage and Weisbrod Garage. The City also received a separate grant to install several direct current fast charger (DCFC) stations at the Main Street Garage. Staff has been coordinating with CEO to design and construct both projects under one contracted effort. In support of the City's request to execute the work in this way, CEO extended the availability of the Charge Ahead Colorado grant funding through November 30,

2026.

FINANCIAL IMPLICATIONS:

Funds made available through CEO's purchase order will remain available through November 30, 2026.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Denial of this Ordinance would preclude the City from installing the electric vehicle charging stations contemplated under the Charge Ahead Colorado grant award.

RECOMMENDATION:

Approve the Ordinance.

ATTACHMENTS:

1. CEO POGG1 24-2306 City of Pueblo-Amd-4

ORDINANCE NO.

AN ORDINANCE APPROVING THE 1ST AMENDMENT TO PURCHASE ORDER NO. POGG1,EFAA,202400002306 ISSUED TO THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION (CITY), AND THE STATE OF COLORADO, ACTING BY AND THROUGH THE COLORADO ENERGY OFFICE, FOR THE CHARGE AHEAD COLORADO GRANT, EXTENDING THE AVAILABILITY OF GRANT FUNDING THROUGH NOVEMBER 30, 2026

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

SECTION 1.

The first amendment to Purchase Order No. POGG1,EFAA,202400002306 issued to the City of Pueblo, a Colorado Municipal Corporation ("City"), by the State of Colorado, acting by and through the Colorado Energy Office ("CEO"), for the Charge Ahead Colorado Grant, a copy of which is attached, is hereby approved.

SECTION 2.

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

SECTION 3.

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

Action by City Council:

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

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

Office of the Governor
Colorado Energy Office

ORDER

Number: POGG1,EFAA,202400002306
Date: 5/29/26
Description:
CAC Grant

Effective Date: 09/08/23
Expiration Date: 11/30/26

*******IMPORTANT*******

The order number and line number must appear on all invoices, packing slips, cartons, and correspondence.

BILL TO

Colorado Energy Office - Broadway
1600 Broadway
Suite 1960
Denver, CO 80202

BUYER

Buyer:
Email:

SHIP TO

Colorado Energy Office - Broadway
1600 Broadway
Suite 1960
Denver, CO 80202

VENDOR

CITY OF PUEBLO
PO BOX 1427
PUEBLO, CO 81002-1427

Contact: George Andrews
Phone: (719) 553-2245

SHIPPING INSTRUCTIONS

Delivery/Install Date:
FOB:

VENDOR INSTRUCTIONS

EXTENDED DESCRIPTION

Exhibit A-3, the Statement of Work, is hereby deleted in its entirety and is replaced with Exhibit A-4, attached hereto and incorporated by reference herein.

Contact Info: Mika Burdette: mika.burdette@state.co.us

Line Item	Commodity/Item Code	UOM	QTY	Unit Cost	Total Cost	MSDS Req.
1	G1000		0	0.00	$45,000.00	☐

Description: Grant Commodity

Service From: 09/08/23 Service To: 11/30/26

TERMS AND CONDITIONS

https://www.colorado.gov/osc/purchase-order-terms-conditions

REASON FOR MODIFICATION

Change Order Number: 5

Incorrect SOW was attached. Correct/updated SOW now attached.

STATE OF COLORADO

Office of the Governor

Colorado Energy Office

DOCUMENT TOTAL = $45,000.00

I. Project Title: Charge Ahead Colorado

II. Background/Objective

The Grantee was awarded grant funding as a result of the competitive Electric Vehicle Supply Equipment (EVSE) Incentives Request for Applications (RFA). The Colorado Energy Office (hereinafter called "CEO" or the "State") agrees to provide funding to City of Pueblo. (hereinafter called "Grantee") towards the costs associated with EVSE.

III. Project Description

Charge Ahead Colorado is a program administered by the Colorado Energy Office (CEO) to encourage use of electric vehicles because they reduce greenhouse gas emissions, promote energy security through reliance on domestic electricity, and drive an innovative market for new technology.

The general purpose of this project is to encourage the installation of electric vehicle charging stations throughout the state of Colorado. Installing charging stations, known as Electric Vehicle Supply Equipment (EVSE), enables electric vehicles to proliferate.

Grantee is installing 5 level II dual port charging stations at:

- Three Level 2 stations at 120 Main Street, Pueblo CO 81003
- Two Level 2 stations at 227 Court Street, Pueblo CO 81003

IV. Work Tasks, Deliverables and Timeline

Grantee shall be responsible for the following work tasks and deliverables upon the final approval and discretion of the CEO:

i. Purchase EVSE from vendors. Grantees are strongly encouraged to complete a competitive procurement process. The EVSE station must have networked data reporting capabilities that are active, collecting data, and accessible to administrators of the Charge Ahead Colorado program via cloud computing software at all times. See additional requirements in section V. Reporting.
ii. Install the EVSE. Grantee may either contract with personnel who have expertise in electrical installations or pay Grantee labor staff with expertise in electrical installations for the installation of the unit and associated labor costs.
iii. Construct foundation, if necessary.
iv. Dedicate at least two parking spaces for EV charging per Level 2 charger and/or at least one parking space for EV Charging per Level 3 charger depending on the applicable technology being installed.
    1. Accessible design standards must be incorporated, where feasible, per the Access Board design standard for EV Charging Stations.
v. Provide CEO with invoices by the PO end date for work completed. The costs must be directly associated with installation of EVSE equipment.
vi. Submit a final project report, with documentation of EVSE installation by the PO end date. The following documentation is required for CEO to reimburse eligible costs on the project:
    1. Final Report
    2. Summary Invoice/Reimbursement Request
    3. Legible copies of all sales invoices showing the purchase price and amount paid by the applicant for the EV/EVSE, number of units purchased and serial numbers from the units.

4. Legible copies of all invoices/receipts showing installation costs and number of labor hours spent by the installers and any subcontractors on the project.
5. Date(s) of installation, installation completion and when the unit(s) are operational and available for use.
6. Digital photograph(s) of the completed unit(s) and dedicated EV charging spaces(s).
    a. Photographs must demonstrate adherence to the Access Board design standards. Photographs should be from a perspective that clearly shows adherence to the accessibility standards including wider spacing and a path of travel to the charging station. Additional photographs may be requested prior to reimbursement being finalized if this is not clearly demonstrated.

vii. All deliverables shall be adjusted to the final approval and discretion of the CEO.

V. Reporting

Grantee shall be responsible for the following reporting requirements: Written analysis shall be in accordance with the procedures developed and prescribed by the State. Required reports shall be submitted to the CEO upon completion of all work tasks, or at such time as otherwise specified. The preparation of reports in a timely manner shall be the responsibility of Grantee and failure to comply may result in the delay of payment of funds and/or termination of this PO. Grantee must provide written communication to CEO if the project experiences significant changes or delays in the schedule via email.

VI. Final Report & Invoice Documentation

The Grantee shall submit a final report by the PO end date. This report will demonstrate the completion of the project and installation of the EVSE. To be acceptable, the final report must explain the Grantee's procurement and installation process, lessons learned from procurement and installation, and the data reporting capabilities of the EVSE, and it must identify the location of the EVSE unit accompanied with a picture of the installed unit. The Grantee shall provide an invoice to CEO for the purchase of the unit and associated equipment, permitting costs, and the labor costs associated with the installation. To be acceptable, the invoice must be supported by receipts or invoices for all equipment, permits, and labor. The invoice must include an itemized list of all project costs being considered under the grant, including a breakdown of those covered under Charge Ahead Colorado and by the project match (20% project cost match per unit).

VII. Post EVSE Installation Reporting

Upon EVSE installation, the Regional Air Quality Council (RAQC) and CEO may send out a form requesting information on EV and/or EVSE usage (i.e. time of use, duration of use, kWh, # of customers, mileage, etc.). By accepting funding through the Charge Ahead Colorado program, Grantee agrees to provide all information requested within this form. Furthermore, by accepting funding for EVSE through the Charge Ahead Colorado program, Grantee is required to provide full access to the charger network information to both RAQC and CEO. The Grantee shall report data for a minimum of five years on all EVSE unit metrics as requested by RAQC and CEO.

VIII. Budget

CEO will pay the Grantee the lesser of $45,000 or up to 80% (not to exceed $9,000 per L2) of allowable project costs for the EVSE installation. Grantee is responsible for any cost overruns. Grantee is entitled to payment only after successfully completing the EVSE installation and submitting an acceptable invoice and an acceptable final report to CEO.

IX. Payment Terms – Billing Procedures

The State shall pay the Grantee the reasonable, allocable, and allowable costs for work performed based on satisfactory progress of the work defined in this Agreement. Grantee shall be compensated only for work and services performed by Grantee and accepted by CEO pursuant to the terms of this Agreement. Payment shall also be contingent upon CEO's timely receipt and acceptance of required reports described herein. Grantee shall be reimbursed based on the submission of Grantee's invoice and documentation as outlined in Section IV (vi). To be considered for payment, billings for payment pursuant to this Agreement must be received by the State by the end of the Agreement Term.

Payment will be made upon final completion of the project. CEO shall make no payment until the Grantee successfully completes the EVSE installation and submits an invoice and final report to CEO, including verification that the station is operational and available for use. CEO shall make payment within 45 days of receiving the final report and invoice. If installation is not completed by November 30, 2026, CEO is under no obligation to pay the Grantee.

X. Testing and Acceptance Criteria

The EVSE units will be acceptable to the CEO if they are installed, operational, and available for use by November 30, 2026. The Grantee's invoice to CEO will be acceptable if it is properly supported by invoices or receipts and the costs are associated with procurement of EVSE, construction materials, permitting, construction labor costs, and installation costs. The final report will be acceptable to CEO if it explains the Grantee's procurement and installation process, lessons learned from procurement and installation, the data reporting capabilities of the EVSEs, and it identifies the location of the EVSE units accompanied with a picture of the installed units. If the units, invoice, and report are acceptable, the CEO Program Manager will submit the invoice to the accounting department for payment.

If the units, invoice, and report are unacceptable, the CEO Program Manager will work with the Grantee to correct, modify, or replace as needed. If Grantee fails to perform, the CEO Program Manager will submit a report to CEO's Director of Transportation Fuels and Technology and Director of Accounting & Budget explaining why funding should be denied or reduced. The two directors and the CEO Program Manager will determine whether funding should be denied or reduced, and the CEO Program Manager will inform the Grantee of their decision.

XI. Small Dollar Grant Award Amount

The maximum amount payable under this Agreement to Grantee by the CEO shall be $45,000, as determined by the State from available funds. Satisfactory performance under the terms of this Agreement shall be a condition precedent to the CEO's obligation to compensate the Grantee. The CEO shall not be liable to pay or reimburse Grantee for any performance hereunder prior to the Service From Date as shown on the face of the Small Dollar Grant Award.

XII. Small Dollar Grant Award Term

The Grantee shall begin work upon the later of the Service From Date as shown on the face of this Small Dollar Grant Award or upon Grantee's acceptance of this Agreement. This Small Dollar Grant Award shall terminate on November 30, 2026, unless sooner terminated or further extended as specified elsewhere herein.

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: June 22, 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 LEASE AGREEMENT BETWEEN THE CITY OF PUEBLO, COLORADO MUNICIPAL CORPORATION, AND CROSSOVER HEALTH MEDICAL GROUP, APC, A CALIFORNIA PROFESSIONAL CORPORATION, RELATED TO THE OPERATION OF AN EMPLOYEE HEALTH CLINIC, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

The attached Ordinance approves a Lease Agreement (the "Agreement") between the City of Pueblo, Colorado, and Crossover Health Medical Group, APC, a California Professional Corporation, for the operation of an employee health clinic in the Dittmer Building. The Agreement provides for a three-year initial term commencing June 1, 2026, and expiring on the third anniversary of the Statement of Work Opening Date. Per the prior agreements between the City and Crossover Health, the City is responsible for all costs associated with the operation of the employee health clinic.

PREVIOUS COUNCIL ACTION:

On November 10, 2025, City Council approved Resolution No. 16171 which accepted and approved a Professional Services Agreement (“PSA”) and Statement of Work (“SOW”) between the City of Pueblo and Crossover Health related to the operation of the employee health clinic with an annual cost of $938,386. On April 13, 2026, City Council approved Ordinance No. 11144 which created Project No. CI2613 and budgeted and appropriated funds thereto in the amount of $60,000 for the purpose of funding necessary renovations to the Dittmer Building for the employee health clinic. On May 11, 2026, City Council approved Ordinance No. 11173 which budgeted and appropriated funds in the amount of $520,000 for the implementation and administration of the employee health clinic for fiscal year 2026.

BACKGROUND:

The City has entered into an agreement with Crossover Health to operate a medical

clinic to benefit City employees enrolled in the City's healthcare insurance program and their dependents. That clinic will be operated on the first floor of the City-owned "Dittmer Building" located at 650 Dittmer Avenue under an agreement approved by City Council on May 11, 2026. The lease agreement presented for approval under this ordinance will provide Crossover Health with the space required to operate that clinic and provide medical services at that location.

FINANCIAL IMPLICATIONS:

Per the prior agreements between the City and Crossover Health, the City is responsible for all facility-related costs associated with the operation of the employee health clinic.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

Failure to approve the Ordinance will preclude the City from executing the Lease agreement, resulting in an inability to open the health clinic and satisfy related obligations under other agreements.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. 650 Dittmer Avenue-City of Pueblo Zero Lease (v4 - 06102026)

ORDINANCE NO.

AN ORDINANCE APPROVING A LEASE AGREEMENT BETWEEN THE CITY OF PUEBLO, COLORADO MUNICIPAL CORPORATION, AND CROSSOVER HEALTH MEDICAL GROUP, APC, A CALIFORNIA PROFESSIONAL CORPORATION, RELATED TO THE OPERATION OF AN EMPLOYEE HEALTH CLINIC, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

WHEREAS, the City desires to approve the Lease Agreement with Crossover Health Medical Group, APC to manage a health clinic for employees in accordance with previously approved agreements between the parties; NOW, THEREFORE,

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

SECTION 1.

The Lease Agreement ("Agreement") between the City of Pueblo, a Colorado municipal corporation ("City"), and Crossover Health Medical Group, APC, a California professional corporation, for the operation of an employee health clinic, a copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

The Mayor is hereby authorized to execute said Agreement for and on behalf of the City, and the City Clerk is directed to affix the seal of the City thereto and attest same.

SECTION 3.

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

LEASE

THIS LEASE (the "**Lease**") is made as of _____ __, 2026, by and between the City of Pueblo, a Colorado municipal corporation, hereafter called "**Landlord**," and CROSSOVER HEALTH MEDICAL GROUP, APC, a California professional corporation, hereafter called "**Tenant**."

ARTICLE 1. BASIC LEASE PROVISIONS

Each reference in this Lease to the "**Basic Lease Provisions**" shall mean and refer to the following collective terms, the application of which shall be governed by the provisions in the remaining Articles of this Lease.

1. **Building**: 650 Dittmer Avenue, Pueblo, CO 81005

2. **Premises**: As shown on the attached Exhibit A

3. **Use of Premises**: Exclusively limited to the provision of health care services, general office use, and related purposes in compliance with the Professional Services Agreement and Statement of Work, including all attachments and addendums, between Landlord and Tenant, dated November 10, 2025 (the "**PSA**" and "**SOW**," respectively). Capitalized terms used but not defined herein have the meanings ascribed to them in the PSA and SOW.

4. **Commencement Date**: August 1, 2026

5. **Term**: The initial term of this Lease shall commence on the Commencement Date as that term is defined in the SOW (June 1, 2026), and shall continue in full force and effect to track the exact duration of the SOW, expiring on the third anniversary of the SOW Opening Date, unless extended or terminated earlier in accordance with the SOW or PSA.

6. **Basic Rent**: None.

7. **Interior Floor Area of Premises – Exclusive Use**: approximately 2,701 square feet, as shown in the attached Exhibit A (the "Exclusive Use Area").

8. **Interior Floor Area of Premises – Common Use**: approximately 709 square feet, as shown in the attached Exhibit A (the "Common Use Area" or "Common Area").

9. **Security Deposit**: None

10. **Broker(s)**: None

11. **Parking**: Unreserved parking – common use subject to posted restrictions.

12. **Address for Notices**:

If to Landlord:	with a copy to:
Mayor 1 City Hall Place Pueblo, CO 81003 Phone: (719) 553-2655 E-mail: mayor@pueblo.us	City Attorney 101 W. Riverwalk, 4th Floor Pueblo, CO 81003 Phone: (719) 562-3899 E-mail: cityattorney@pueblo.us
If to Tenant:	with a copy to:
Crossover Health Medical Group, APC 101 W. Avenida Vista Hermosa, Suite 120 San Clemente, CA 92672 Attention: Director of Real Estate Phone: (602) 321-8122 Email: kristoffer.dean@crossoverhealth.com	Crossover Health Medical Group, APC 101 W. Avenida Vista Hermosa, Suite 120 San Clemente, CA 92672 Attention: Legal Department Email: legal@crossoverhealth.com

13. **List of Lease Exhibits** (all exhibits, riders and addenda attached to this Lease are hereby incorporated into and made a part of this Lease):

Exhibit A Legal Description and Premises Description
Exhibit B Addendum (Utilities and Services, Rules and Regulations, Parking)

ARTICLE 2. PREMISES

2.1. LEASED PREMISES. Landlord leases to Tenant and Tenant leases from Landlord the Premises shown on **Exhibit A** attached hereto, containing approximately the interior floor area set forth in Item 7 of the Basic Lease Provisions (the "**Floor Area**"). Tenant shall also have non-exclusive access to the common areas within the Building and on the real property on which the Building is located, including but not limited to the parking areas (the "**Common Areas**"). The Premises shall include the non-exclusive right of Tenant to use and have access to the janitorial closets and electrical and telephone rooms serving the Premises as well as the use of and access to the ceilings, walls and floors of the Premises for purposes of installing, maintaining, repairing and replacing wiring, conduit and cable serving Tenant's equipment within the Premises, provided that any such installation, maintenance, repair and replacement shall be performed in accordance with, and subject to, the terms and provisions of this Lease. Landlord shall also have the right to the use of and access to all such areas consistent with the terms and provisions of this Lease for the purpose of performing its obligations and exercising its rights hereunder.

2.2. DELIVERY CONDITION. Prior to delivery of possession of the Premises to Tenant, Landlord shall cause the Premises and the Building to be in Delivery Condition (as such term is defined on **Exhibit B** attached hereto). In the event that after delivery of possession of the Premises, Tenant determines that any component of the Delivery Condition is not in compliance with **Exhibit B**, Tenant shall provide notice of same to Landlord, and Landlord shall rectify same, at Landlord's sole cost and expense, promptly following such written notification from Tenant.

2.3. **COMPLIANCE AND WARRANTY.** Notwithstanding anything to the contrary set forth in this Lease, Landlord hereby represents and warrants that, as of the Commencement Date, the Premises and the Building shall, at Landlord's sole cost and expense, comply with all applicable laws, including the Americans with Disabilities Act and similar requirements. Landlord also represents and warrants that the windows and seals, roofing, skylights, fire sprinkler system, lighting, heating, ventilation and air conditioning systems and all plumbing and electrical systems serving the Building and the Premises, and the roof and structural components of the Building, shall be in good operating condition as of the Commencement Date. In the event of any non-

compliance, Landlord shall rectify same, at Landlord's sole cost and expense, following written notification from Tenant.

ARTICLE 3. TERM

The term of this Lease ("**Term**") shall commence on the Commencement Date as set forth in Item 4 of the Basic Lease Provisions and shall end upon the Expiration Date set forth in Item 5 of the Basic Lease Provisions.

ARTICLE 4. RENT AND OPERATING EXPENSES

4.1. BASIC RENT; CONSIDERATION. Tenant shall not be obligated to pay Basic Rent to Landlord, it being understood and agreed that the consideration for this Lease is Tenant's agreement to perform its obligations under this Lease and the PSA.

4.2. OPERATING EXPENSES. Landlord and Tenant acknowledge and agree that this is a full-service lease, and in addition to not paying any Basic Rent, Tenant shall have no obligation to pay for any operating expenses or real property taxes.

4.3. SECURITY DEPOSIT. Intentionally omitted.

ARTICLE 5. USES

5.1. USE. Tenant shall use the Premises only for the purposes stated in Item 2 of the Basic Lease Provisions and for no other use whatsoever. Tenant shall not use or allow the Premises to be used for any unlawful purpose, nor shall Tenant permit any nuisance in or upon the Premises. Tenant shall comply at its expense with all present and future laws, ordinances and requirements of all governmental authorities that pertain to Tenant or its use of the Premises. Tenant is a professional medical corporation duly organized under California law and shall use the Premises solely for the purpose of providing medical services through its licensed professionals. Tenant shall have full and independent control over the clinical operations conducted within the Premises, including the employment and supervision of licensed healthcare providers and the exercise of all professional medical judgment. Tenant shall ensure that it achieves compliance with Section 8.1.3 of the PSA, and the Exclusive Use Area for the clinic is operated in compliance with Colorado law.

5.2. SIGNS. Landlord shall allow Tenant to affix and maintain signage with the name and logo of Tenant at the locations designated by Landlord and mutually agreeable to Tenant at Tenant's sole expense, subject to Landlord's right of prior approval that such signage is in compliance with any signage criteria Landlord may use for the Building. The size, design, graphics, material, style, color and other physical aspects of any permitted sign shall be subject to any written covenants, conditions or restrictions encumbering the Premises and the Building, as in effect from time to time. Prior to placing or erecting any such signs, Tenant shall obtain and deliver to Landlord a copy of any applicable municipal or other governmental permits and approvals, if applicable.

5.3 HAZARDOUS MATERIALS. Tenant shall not generate, handle, store or dispose of hazardous or toxic materials (as such materials may be identified in any federal, state or local law or regulation) in or about the Premises without the prior consent of Landlord. Notwithstanding the foregoing, Tenant shall have the right, without obtaining prior written consent of Landlord, to utilize a reasonable quantity of medical supplies and standard office products that may contain hazardous materials (such as photocopy toner, "White Out", and the like), as well as maintain and dispose of medical waste customarily generated in the operation of a medical office, provided however, Tenant shall maintain such products in their original retail packaging, shall follow all instructions on such packaging with respect to the storage, use and disposal of such products, and shall otherwise comply with all applicable laws with respect to such products.

ARTICLE 6. SERVICES

6.1. UTILITIES AND SERVICES. Landlord and Tenant acknowledge and agree that utilities and services shall be furnished to the Premises as set forth on **Exhibit B** attached hereto.

6.2. OPERATION AND MAINTENANCE OF THE BUILDING AND COMMON AREAS. During the Term, Landlord shall operate the Building and all Common Areas consistent with the operation and maintenance of other first class medical office buildings in the vicinity of the Building. The term "**Common Areas**" shall mean all areas within the Building owned by Landlord which are not held for exclusive use by persons entitled to occupy space, including without limitation parking areas and structures, driveways, sidewalks, landscaped and planted areas, hallways and interior stairwells not located within the premises of any tenant, common electrical rooms, entrances and lobbies, elevators, and restrooms not located within the premises of any tenant. Subject to the terms of this Lease, Tenant shall have access to the Premises, the Common Areas and the Building 24 hours per day, 365 days per year.

6.3. **USE OF COMMON AREAS**. The occupancy by Tenant of the Premises shall include the use of the Common Areas in common with Landlord and with all others for whose convenience and use the Common Areas may be provided by Landlord, subject, however, to compliance with commercially reasonable and non-discriminatory Rules and Regulations described in Article 17 below. Landlord shall at all times during the Term have exclusive control of the Common Areas and may restrain or permit any use or occupancy. Landlord may temporarily close any portion of the Common Areas for repairs, remodeling and/or alterations, to prevent a public dedication or the accrual of prescriptive rights, or for any other reasonable purpose, so long as any such temporary closure of any portion of the Common Areas does not deprive Tenant of reasonable access to and use of the Premises.

6.4 **REASONABLE USE OF UTILITES AND SERVICES.** Tenant shall act in good faith and utilize commercially reasonable means to avoid excessive or unnecessary utility costs. This includes, but is not limited to, leaving water fixtures running or failing to timely report faulty fixtures for repair, leaving exterior windows and doors open or otherwise causing HVAC systems to operate unnecessarily or inefficiently, leaving lights or other electrical fixtures on when the clinic is not in operation.

ARTICLE 7. REPAIRS AND MAINTENANCE

7.1. TENANT'S MAINTENANCE AND REPAIR. Subject to Articles 11 and 12, Tenant shall make all repairs necessary to keep the interior, non-structural portions of the Exclusive Use Area and all improvements and fixtures therein in good condition and repair, excepting ordinary wear and tear, casualty damage and destruction, provided that all costs and expenses associated therewith shall be fully funded or reimbursed by Landlord as operational costs or facility expenses in accordance with Section 2.1.3 and Section 7.1.3 of the SOW. Tenant's day-to-day administrative oversight shall include without limitation all appliances, interior glass, doors, door closures, hardware, fixtures, electrical, plumbing, fire extinguisher equipment and other equipment installed within and exclusively serving the Exclusive Use Area, together with any supplemental HVAC equipment servicing the Exclusive Use Area exclusively, the financial cost of which shall be borne exclusively by Landlord via the SOW Operational Budget. Tenant shall promptly report any routine items needing repair or maintenance to Landlord no later than one business day after discovery. For emergency issues, including those that may result in significant or structural damage to the Building or Premises, Tenant shall immediately report the condition needing emergent repairs to Landlord upon discovery.

7.1.1 Maintenance Obligations. Tenant shall, keep and maintain or cause to be maintained in good order, condition, and repair the interior of the Exclusive Use Area, including but not limited to all interior walls, floors, floor coverings, ceilings, doors, windows, interior glass, hardware, fixtures, finishes, and improvements located therein, subject to full funding and reimbursement by Landlord as facility expenses or operations costs under the SOW. Tenant shall also be responsible for the oversight of maintenance, repair, and replacement of any equipment, instruments, machinery, or furnishings associated with Tenant's operations as a medical clinic, with all such costs funded by Landlord under the SOW Budget. All such maintenance and repairs shall be performed in a manner consistent with good practice for comparable medical facilities and in compliance with all applicable

laws, codes, regulations, and manufacturer specifications, and Landlord shall retain ultimate care, custody, control, and repair responsibility for the underlying facilities and fixtures pursuant to Section 2.1.4(a) of the SOW.

7.1.2 Access Control. Tenant shall implement and maintain appropriate internal access control measures within the Premises to prevent unauthorized entry to patient treatment areas, records storage areas, or other restricted spaces. In accordance with Section 2.1.3 of the SOW, Landlord shall be solely responsible, at its own expense, for the cost, operation, maintenance, and overall administration of physical access control systems (including badges, key cards, keys, or passes) required to secure the perimeter and exclude unauthorized persons from the Exclusive Health Center. Any specialized internal security devices or licensing systems utilized by Tenant shall be integrated into the Fixed and Variable Operations Costs funded by Landlord under the SOW.

7.1.3 Janitorial and Waste Removal. Tenant shall provide or contract for janitorial and custodial services within the Premises sufficient to maintain the Premises in a clean, sanitary, and safe condition suitable for a medical facility, the costs of which shall be fully paid or reimbursed by Landlord as an Operational Expense pursuant to Section 2.1.3 and Section 7.1.3(b) of the SOW. Tenant shall manage the proper collection, handling, storage, and disposal of all medical waste, biohazard materials, and other waste products generated by its operations, all in strict compliance with federal, state, and local laws and regulations governing medical and hazardous waste management, and Landlord shall fund all third-party medical and hazard waste hauling contracts as a budgeted Operational Cost under the SOW. Landlord shall provide a commercial dumpster on the Property for common use by both Tenant and Landlord for disposal of general solid waste at a frequency and service level specified and authorized under Landlord's solid waste disposal contract(s) with a third-party solid waste disposal and hauling service provider.

7.1.4 Landlord Obligations. Landlord shall remain responsible for maintenance, repair, and replacement of the Building's structural components, roof, and systems serving the Building as a whole (including HVAC, plumbing, and electrical systems outside the Exclusive Use Area), unless damage thereto is caused by Tenant's negligence or misuse, in which case Tenant shall bear the reasonable cost of repair. Landlord shall also remain responsible for maintenance, repair, and replacement of improvements and landscaping in the Exterior Common Use area of the Premises.

7.1.5 SOW Budget Integration. Property damage, normal wear-and-tear repairs, or infrastructure adjustments to the interior of the Exclusive Use Area shall be managed in accordance with the financial terms of the SOW. To the extent Tenant incurs any out-of-pocket costs, third-party vendor fees, or emergency repair expenses related to the interior maintenance, janitorial services, security compliance, or waste management of the Premises, Landlord shall fully reimburse Tenant or directly advance funds for such expenses within thirty (30) days of an invoice request or resolve such expenses through the quarterly SOW budget reconciliation process. Tenant shall act in good faith and utilize commercially reasonable means to assess and engage external vendors in order to ensure all costs incurred for vendor services are commensurate with industry standard pricing and are legitimate needs of the Clinic.

7.2. LANDLORD'S MAINTENANCE AND REPAIR. Subject to Articles 11 and 12, Landlord shall maintain in good repair the Common Use Areas, roof, foundations, footings, the exterior surfaces of the exterior walls of the Premises (including exterior glass), and the heating, ventilating and air conditioning ("**HVAC**"), structural, electrical, mechanical and plumbing systems serving the Premises (including elevators, if any, serving the Premises), except to the extent provided in Section 7.1 above. To the extent Tenant identifies any issues needing maintenance or repair by Landlord, all such reporting of such issues by Tenant to Landlord shall be directed to the City of Pueblo Public Works Department by e-mail at pubworks@pueblo.us. For emergency repairs or maintenance work required outside of the City's normal operating hours of 8:00 AM to 5:00 PM, Monday through Friday, such issues should be reported by telephone to the City's Facilities Maintenance Superintendent at 719-553-2792 or 719-225-0427, and reported in writing by e-mail no later than the next business day to pubworks@pueblo.us.

Under no circumstances shall Landlord be liable to Tenant for any interruption, limitation, rationing, or restriction on access or any building-related services supplied to the Premises outside of Landlord's legal and/or reasonable

control. Landlord shall maintain all building-related services supplied to the Premises, including, but not limited to, electrical, plumbing and HVAC, for the duration of the term of this Lease.

7.3. ALTERATIONS. Tenant shall make no structural or systems alterations, additions, decorations, or improvements (collectively referred to as "**Alterations**") to the Premises without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. Following Tenant's delivery to Landlord of any proposed plans for Alterations, Landlord will have ten (10) business days to review and comment on such plans. If Tenant does not receive an affirmative approval or written comments from Landlord by the tenth (10th) business day after submission of such plans, such plans will be deemed approved by Landlord. In the event Landlord does not affirmatively approve such plans, any written comments provided to Tenant shall indicate the specific changes reasonably required by Landlord in order for Landlord to approve such plans. Tenant may use their preferred architect and general contractor, which must be qualified and licensed to perform such work within the State of Colorado and the City of Pueblo; as well as open shop labor, for any Alterations. Tenant shall have no obligation to remove such initial Alterations, or any other Alterations made to the Premises during the Term. In accordance with Section 2.1.3 of the SOW, Landlord shall be solely responsible, at its sole cost and expense, for restoring the space, removing fixtures and improvements, and cleaning the Health Center upon the expiration or sooner termination of this Lease. Tenant shall require its contractors and subcontractors performing work on the Premises to provide, at a minimum, a certificate of comprehensive general liability insurance, including personal injury and property damage coverage issued to and covering the liability of the contractor with respect to all work performed by him or her, to be written on a comprehensive policy form. The insurance shall be written in amounts not less than one million dollars ($1,000,000) for injury to one (1) person in any single occurrence for both personal injury and property damage, and not less than two million dollars ($2,000,000) for injury to two (2) or more persons for each occurrence and aggregate for personal injury and property damage. The policy shall have all necessary endorsements to provide coverage, without exclusion, for all hazards associated with the type of work being performed. The insurance certificate shall name the City of Pueblo as an additional insured and include a waiver of subrogation.

7.4. MECHANIC'S LIENS. Tenant shall keep the Premises free from any liens arising out of any work performed, materials furnished, or obligations incurred by or for Tenant. In the event that Tenant shall not, within 20 days following Tenant's receipt of written notice regarding the imposition of any lien, cause the lien to be released of record by payment or posting of a proper bond in accordance with applicable law, Landlord shall have, in addition to all other available remedies, the right to cause the lien to be released by any means it deems proper, including payment of or defense against the claim giving rise to the lien. All expenses so incurred by Landlord shall be reimbursed by Tenant promptly following Landlord's written demand.

ARTICLE 8. ENTRY AND INSPECTION

8.1 ENTRY AND INSPECTION. Subject to (a) Landlord providing to Tenant not less than 24 hours' advance notice (except in the event of an emergency when reasonable advanced notice shall be provided, which may be less than 24 hours) via email to facilities@crossoverhealth.com to schedule a specific appointment time for the entry, and (b) Tenant's right to have an escort supervise such entry into the Exclusive Use Area, to ensure confidentiality of Tenant's medical records and related materials, at all reasonable times, Landlord may, by itself or its duly authorized agents, go upon and inspect the Exclusive Use Area and every part of it (with the exception of any area in which the Tenant stores regulated devices or pharmaceuticals, and to which the Tenant, by law, must have exclusive control in its operation of a medical office), and/or at its option to make repairs, alterations and additions to the Exclusive Use Area, provided that such access does not unreasonably interfere with Tenant's business, access to and use of the Exclusive Use Area, and is otherwise exercised in accordance with the terms and conditions of this Lease.

ARTICLE 9. ASSIGNMENT AND SUBLETTING

9.1. RIGHTS OF PARTIES. Tenant shall not, directly or indirectly, assign, sublease, transfer or encumber any interest in this Lease or allow any third party to use any portion of the Premises (collectively or individually, a "**Transfer**") without the prior written consent of Landlord, which may be granted or withheld in Landlord's sole

discretion. Within 10 business days after receipt of executed copies of the transfer documentation and such other information as Landlord may request, Landlord shall either: (a) consent to the Transfer by execution of a consent agreement in a form reasonably designated by Landlord; (b) refuse to consent to the Transfer; or (c) recapture the portion of the Premises that Tenant is proposing to Transfer.

9.2. PERMITTED TRANSFER. Notwithstanding the foregoing, so long as Tenant is not in default beyond any relevant cure period, Tenant may assign this Lease to a successor to Tenant by merger, consolidation or the purchase of substantially all of Tenant's assets, or assign this Lease or sublet all or a portion of the Premises to an Affiliate (defined below), only with the written consent of Landlord (a "**Permitted Transfer**"). "**Affiliate**" shall mean an entity controlled by, controlling or under common control with Tenant.

ARTICLE 10. INDEMNITY

10.1. LANDLORD'S INSURANCE. Landlord shall obtain and keep in force during the Term of this Lease a policy or policies of commercial property insurance written on ISO form CP 00 10 10 12, or a substitute form providing coverage at least as broad, with all risk or special form coverage, covering the loss or damage to the Premises to the full insurable value of the improvements located on the Premises, whether completed specifically for Tenant or existing prior to the Commencement Date and those tenant improvements made by Tenant or on Tenant's behalf by Landlord (including the full value of all improvements and fixtures owned by Landlord), at least in the amount of the full replacement cost thereof, and in no event less than the total amount required by any lender holding a security interest. Landlord agrees to carry insurance covering all of Landlord's leasehold improvements, alterations, additions, trade fixtures, merchandise and personal property from time to time in, on or upon the Premises, against risks of direct physical loss or damage for the full replacement cost of Tenant's property located at the Premises. Any policy proceeds shall be used for the repair or replacement of the Landlord's property damaged or destroyed unless this Lease shall cease and terminate due to destruction of the Premises as provided below. Landlord shall provide the Tenant with a Certificate of Insurance as evidence of compliance with these requirements.

10.2. TENANT'S INSURANCE. Tenant agrees to carry insurance covering all of Tenant's trade fixtures, merchandise and personal property from time to time in, on or upon the Premises, against risks of direct physical loss or damage for the full replacement cost of Tenant's property located at the Premises. Any policy proceeds shall be used for the repair or replacement of the Tenant's property damaged or destroyed unless this Lease shall cease and terminate due to destruction of the Premises as provided below. It is understood and agreed that Tenant assumes all risk of damage to its own property arising from any cause whatsoever, including without limitation loss by theft or otherwise. Tenant shall provide the Landlord with a Certificate of Insurance as evidence of compliance with these requirements.

10.3. TENANT'S INDEMNITY. Tenant covenants that it will, at all times during the Term of this Lease, protect, indemnify, and hold Landlord harmless from and against any and all claims, suits, judgments, obligations and liabilities for loss or damage to property and injury to persons, together with all costs and expenses (including reasonable attorneys' fees) (collectively, "**Claims**"), incurred by any negligence or willful misconduct of Tenant, or any of its employees, agents, servants, invitees, or licensees, in or at the Premises or the Building. This covenant of Tenant to indemnify Landlord shall survive the expiration or termination of this Lease for indemnity claims asserted against Tenant within a period of one (1) year from the date of expiration or termination.

10.4. LANDLORD'S INDEMNITY. To the extent allowed by law, Landlord covenants that it will, at all times during the Term of this Lease, protect, indemnify, and hold Tenant harmless from and against any and all Claims incurred by any negligence or willful misconduct of Landlord, or any of its employees, agents, servants, invitees or licensees, in or at the Building, including within the Premises. This covenant of Landlord to indemnify Tenant shall survive the expiration or termination of this Lease for indemnity claims asserted against Landlord within a period of one (1) year from the date of expiration or termination.

10.5. WAIVER OF SUBROGATION. Landlord and Tenant each hereby waives all rights of recovery against the other on account of loss and damage occasioned to the property of such waiving party to the extent that the

waiving party is entitled to proceeds for such loss and damage under any property insurance policies carried or otherwise required to be carried by this Lease; provided however, that the foregoing waiver shall not apply to the extent of Tenant's obligation to pay deductibles under any such policies and this Lease. Each party shall cause its respective insurance carriers to waive all rights of subrogation against the other party, and shall obtain any necessary policy endorsements to effectuate the mutual waivers set forth in this Section.

ARTICLE 11. DAMAGE OR DESTRUCTION

11.1. RESTORATION.

(a) If the Building of which the Premises is a part is damaged as the result of an event of casualty, then subject to the provisions below, Landlord shall repair that damage as soon as reasonably possible unless Landlord reasonably determines that: (i) the Premises have been materially damaged and there is less than 1 year of the Term remaining on the date of the casualty; (ii) any Mortgagee (defined in Section 13.1) requires that the insurance proceeds be applied to the payment of the mortgage debt; or (iii) proceeds necessary to pay the full cost of the repair are not available from insurance. Should Landlord elect not to repair the damage for one of the preceding reasons, Landlord shall so notify Tenant in the "Casualty Notice" (as defined below), and this Lease shall terminate as of the date of delivery of that notice.

(b) As soon as reasonably practicable following the casualty event but not later than 60 days thereafter, Landlord shall notify Tenant in writing ("**Casualty Notice**") of Landlord's election, if applicable, to terminate this Lease. If this Lease is not so terminated, the Casualty Notice shall set forth the anticipated period for repairing the casualty damage. If the anticipated repair period exceeds 270 days and if the damage is so extensive as to reasonably prevent Tenant's substantial use and enjoyment of the Premises, then either party may elect to terminate this Lease by notice to the other within 10 days following delivery of the Casualty Notice.

(c) In the event that neither Landlord nor Tenant terminates this Lease pursuant to Section 11.1(b), Landlord shall repair all material damage to the Premises as soon as reasonably possible and this Lease shall continue in effect for the remainder of the Term. Upon notice from Landlord, Tenant shall assign or endorse over to Landlord (or to any party designated by Landlord) all property insurance proceeds payable to Tenant under Tenant's insurance with respect to any Alterations. Within 15 days of demand, Tenant shall also pay Landlord for any additional excess costs that are determined during the performance of the repairs to such Alterations.

(d) Notwithstanding the provisions of subsections (a), (b) and (c) of this Section 11.1, but subject to Section 10.4, the cost of any repairs shall be borne by Tenant if the damage is due to the fault, neglect or negligence of Tenant or its employees, subtenants, contractors, invitees or representatives.

11.2. COLORADO GOVERNMENTAL IMMUNITY ACT (CGIA). The parties understand and agree that the City is relying on, and does not waive, the monetary limitations or any other rights, immunities, defenses, limitations, or protections provided to the City, its officers, or its employees under the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101, et seq., as the same may be amended from time to time, or otherwise available under Colorado law. Nothing in this Agreement shall be construed as a waiver, in whole or in part, of any such rights, immunities, defenses, limitations, or protections.

ARTICLE 12. EMINENT DOMAIN

Either party may terminate this Lease if any material part of the Premises is taken or condemned for any public or quasi-public use under Law, by eminent domain or private purchase in lieu thereof (a "**Taking**"). Landlord shall also have the right to terminate this Lease if there is a Taking of any portion of the Premises which would have a material adverse effect on Landlord's ability to profitably operate the remainder of the Premises. The termination shall be effective as of the effective date of any order granting possession to, or vesting legal title in, the condemning authority. All compensation awarded for a Taking shall be the property of Landlord. Tenant agrees that the provisions of this Lease shall govern any Taking and shall accordingly supersede any contrary statute or rule of law.

ARTICLE 13. SUBORDINATION; ESTOPPEL CERTIFICATE

13.1. SUBORDINATION. Tenant accepts this Lease subject and subordinate to any mortgage(s), deed(s) of trust, ground lease(s) or other lien(s) now or subsequently arising upon the Building, and to renewals, modifications, refinancings and extensions thereof (collectively referred to as a "**Mortgage**"). The party having the benefit of a Mortgage shall be referred to as a "**Mortgagee**." This clause shall be self-operative, but upon request from a Mortgagee, Tenant shall execute a commercially reasonable subordination and attornment agreement in favor of the Mortgagee, provided such agreement provides a non-disturbance covenant benefiting Tenant. Alternatively, a Mortgagee shall have the right at any time to subordinate its Mortgage to this Lease. Upon request, Tenant, without charge, shall attorn to any successor to Landlord's interest in this Lease in the event of a foreclosure of any mortgage, provided such agreement provides a non-disturbance covenant benefiting Tenant. Tenant acknowledges that Landlord's Mortgagees and their successors-in-interest are intended third party beneficiaries of this Section 13.1.

13.2. ESTOPPEL CERTIFICATE. Tenant shall, within ten (10) business days after receipt of a request from Landlord, execute and deliver a commercially reasonable estoppel certificate in favor of those parties as are reasonably requested by Landlord (including a Mortgagee or a prospective purchaser of the Building).

ARTICLE 14. DEFAULTS AND REMEDIES

14.1. TENANT'S DEFAULTS. In addition to any other event of default set forth in this Lease, except where a specific time period is otherwise set forth for Tenant's performance in this Lease (in which event the failure to perform by Tenant within such time period shall be a Default), the failure or inability by Tenant to observe or perform any of the covenants or provisions of this Lease to be observed or performed by Tenant, where the failure continues for a period of 30 days after notice from Landlord to Tenant, shall constitute a "**Default**" by Tenant.

14.2. LANDLORD'S REMEDIES.

(a) Upon the occurrence of any Default by Tenant, then in addition to any other remedies available to Landlord, Landlord may terminate Tenant's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Tenant shall immediately surrender possession of the Premises to Landlord. Such termination shall not affect any accrued obligations of Tenant under this Lease. Upon termination, Landlord shall have the right to reenter the Premises and remove all persons and property.

(b) The various rights and remedies reserved to Landlord in this Lease or otherwise shall be cumulative and, except as otherwise provided by law, Landlord may pursue any or all of its rights and remedies at the same time.

14.3. LANDLORD'S DEFAULTS. Landlord shall not be deemed to be in default in the performance of any obligation under this Lease unless and until it has failed to perform the obligation within 30 days after notice by Tenant to Landlord specifying in reasonable detail the nature and extent of the failure; provided, however, that if the nature of Landlord's obligation is such that more than 30 days are required for its performance, then Landlord shall not be deemed to be in default if it commences performance within the 30 day period and thereafter diligently pursues the cure to completion.

14.4. EXPENSES AND LEGAL FEES. Should either Landlord or Tenant bring any action in connection with this Lease, the prevailing party shall be entitled to recover as a part of the action its reasonable attorneys' fees, and all other reasonable costs. The prevailing party for the purpose of this paragraph shall be determined by the trier of the facts.

14.5. WAIVER OF JURY TRIAL. **LANDLORD AND TENANT EACH ACKNOWLEDGES THAT IT IS AWARE OF AND HAS HAD THE ADVICE OF COUNSEL OF ITS CHOICE WITH RESPECT TO ITS RIGHT TO TRIAL BY JURY, AND TO THE EXTENT PERMITTED BY LAW, EACH PARTY DOES HEREBY EXPRESSLY AND**

KNOWINGLY WAIVE AND RELEASE ALL SUCH RIGHTS TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER PARTY HERETO AGAINST THE OTHER (AND/OR AGAINST ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR SUBSIDIARY OR AFFILIATED ENTITIES) ON ANY MATTERS WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE, TENANT'S USE OR OCCUPANCY OF THE PREMISES, AND/OR ANY CLAIM OF INJURY OR DAMAGE.

14.6. SATISFACTION OF JUDGMENT. The obligations of Landlord do not constitute the personal obligations of any elected officials, directors, officers, employees, agents, or other representatives of Landlord or its constituent partners or members. Should Tenant recover a money judgment against Landlord, such judgment shall be satisfied only from the interest of Landlord in the Premises and out of the rent or other income from such property receivable by Landlord, and no action for any deficiency may be sought or obtained by Tenant.

ARTICLE 15. END OF TERM

15.1. SURRENDER OF PREMISES; REMOVAL OF PROPERTY. Upon the Expiration Date or upon any earlier termination of this Lease, Tenant shall quit and surrender possession of the Premises to Landlord in as good order, condition and repair as when received or as hereafter may be improved by Landlord or Tenant, reasonable wear and tear and repairs which are Landlord's obligation excepted. Tenant shall remove Tenant's personal property, furniture, fixtures and equipment, but shall have no obligation remove any leasehold improvements, including, but not limited to, any Alterations. In accordance with Section 2.1.3 of the SOW, Landlord shall be solely responsible, at its sole cost and expense, for restoring the space, removing fixtures and improvements, and cleaning the Health Center upon the expiration or sooner termination of this Lease. Tenant shall have all of its property removed from the Premises, and any necessary repairs completed, and turn over possession of the Premises to Landlord within seven (7) calendar days of Tenant ceasing to provide services to Landlord pursuant to the PSA or SOW.

15.2. REMEDIES FOR FAILURE TO SURRENDER. Should Tenant fail to remove such property within that seven-day period, Landlord shall have the right to enter and remove the property, and Tenant shall be liable for all costs of removal. Unclaimed property shall be deemed abandoned and may be disposed of in any manner Landlord deems appropriate. Should Landlord sell the abandoned property, the proceeds shall first be applied to costs due to Landlord, and any remaining amount shall be forwarded to Tenant. Should Landlord need to act under this provision, Landlord shall also be entitled to any other remedy provided by Article 14 of this Agreement.

ARTICLE 16. PAYMENTS AND NOTICES

All sums payable by Tenant to Landlord shall be paid, without deduction or offset, in lawful money of the United States to Landlord at:

City of Pueblo Finance Department
101 W. Riverwalk, 3rd Floor
Pueblo, CO 81003

or at any other place as Landlord may designate in writing. Unless this Lease expressly provides otherwise, all payments shall be due and payable within 5 days after demand. All payments requiring proration shall be prorated on the basis of the number of days in the pertinent calendar month or year, as applicable. Any notice, election, demand, consent or approval to be given or other document to be delivered by either party to the other may be delivered to the other party, at the address set forth in Item 12 of the Basic Lease Provisions, by personal service or by any courier or "overnight" express mailing service. Either party may, by notice to the other, served in the manner provided in this Article, designate a different address. The refusal to accept delivery of a notice, or the inability to deliver the notice (whether due to a change of address for which notice was not duly given or other good reason), shall be deemed delivery and receipt of the notice as of the date of attempted delivery.

ARTICLE 17. RULES AND REGULATIONS

Tenant agrees to comply with the rules and regulations of the Building as set forth on **Exhibit B** attached hereto, and any reasonable and nondiscriminatory amendments, modifications and/or additions as may be adopted by Landlord from time to time.

ARTICLE 18. TRANSFER OF LANDLORD'S INTEREST

Landlord shall have the right to transfer and assign, in whole or in part, all of its ownership interest, rights and obligations in the Premises or Lease, and upon transfer Landlord shall be released from any further obligations hereunder, and Tenant agrees to look solely to the successor in interest of Landlord for the performance of such obligations. Transferee shall be obligated to accept and comply with the terms and conditions of this lease.

ARTICLE 19. INTERPRETATION

19.1. NUMBER AND HEADINGS. Whenever the context of this Lease requires, the words "Landlord" and "Tenant" shall include the plural as well as the singular. The captions and headings of the articles and sections of this Lease are for convenience only, are not a part of this Lease and shall have no effect upon its construction or interpretation.

19.2. SUCCESSORS. The expiration of the Term, whether by lapse of time, termination or otherwise, shall not relieve either party of any obligations which accrued prior to or which may continue to accrue after the expiration or termination of this Lease.

19.3. TIME OF ESSENCE. Time is of the essence with respect to the performance of every provision of this Lease in which time of performance is a factor.

19.4. CONTROLLING LAW/VENUE. This Lease shall be governed by and interpreted 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.

19.5. SEVERABILITY. If any term or provision of this Lease, the deletion of which would not adversely affect the receipt of any material benefit by either party or the deletion of which is consented to by the party adversely affected, shall be held invalid or unenforceable to any extent, the remainder of this Lease shall not be affected and each term and provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

19.6. WAIVER. One or more waivers by Landlord or Tenant of any breach of any term, covenant or condition contained in this Lease shall not be a waiver of any subsequent breach of the same or any other term, covenant or condition. Consent to any act by one of the parties shall not be deemed to render unnecessary the obtaining of that party's consent to any subsequent act. No breach of this Lease shall be deemed to have been waived by the non-breaching party unless the waiver is in a writing signed by the waiving party.

19.7. INABILITY TO PERFORM. In the event that either party shall be delayed or hindered in or prevented from the performance of any work or in performing any act required under this Lease by reason of any cause beyond the reasonable control of that party, then the performance of the work or the doing of the act shall be excused for the period of the delay and the time for performance shall be extended for a period equivalent to the period of the delay.

19.8. NO THIRD-PARTY BENEFICIARIES; GOVERNMENTAL IMMUNITY. Nothing in this Lease is intended, nor shall it be construed, to create any rights, claims, or benefits in any third party (except where specifically provided), 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 but not limited to the Federal Tort Claims Act, 28 U.S.C. Pt. VI Ch. 171 and 28 U.S.C. 1346(b); or the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 et seq.

19.9. ENTIRE AGREEMENT. This Lease constitutes the entire agreement between the parties and supersedes all prior agreements and understandings related to the Premises. This Lease may be modified only by an agreement signed by Landlord and Tenant.

19.10. QUIET ENJOYMENT. Upon the observance and performance of all the covenants, terms and conditions on Tenant's part to be observed and performed, and subject to the other provisions of this Lease, Tenant shall have the right of quiet enjoyment and use of the Premises for the Term without hindrance or interruption by Landlord or any other person claiming by or through Landlord.

19.11. CONFLICT. In the case of any conflict between this Lease and the PSA between the Parties, the Lease shall be controlling on any matter directly related to the Building, and the PSA shall be controlling on all other matters.

19.12. SURVIVAL. All covenants of Landlord or Tenant which reasonably would be intended to survive the expiration or sooner termination of this Lease, including without limitation any warranty or indemnity hereunder, shall so survive and continue to be binding upon and inure to the benefit of the respective parties and their successors and assigns.

ARTICLE 20. EXECUTION

20.1. COUNTERPARTS; DIGITAL SIGNATURES. This Lease may be executed in one or more counterparts, each of which shall constitute an original and all of which shall be one and the same agreement. The parties agree to accept a digital image (including but not limited to an image in the form of a PDF, JPEG, GIF file, or other e-signature) of this Lease, if applicable, reflecting the execution of one or both of the parties, as a true and correct original.

20.2. CORPORATE AND PARTNERSHIP AUTHORITY. Each of Landlord and Tenant represents and warrants to the other that each individual executing this Lease on behalf of such party is authorized to do so.

ARTICLE 21. MISCELLANEOUS

21.1. MORTGAGEE PROTECTION. No act or failure to act on the part of Landlord which would otherwise entitle Tenant to be relieved of its obligations hereunder or to terminate this Lease shall result in such a release or termination unless (a) Tenant has given notice by registered or certified mail to any Mortgagee of a Mortgage covering the Premises whose address has been furnished to Tenant and (b) such Mortgagee is afforded a reasonable opportunity to cure the default by Landlord. Tenant shall comply with any directions by any Mortgagee to pay Rent due hereunder directly to such Mortgagee without determining whether a default exists under such Mortgagee's Mortgage.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

LANDLORD:

CITY OF PUEBLO
a Colorado municipal corporation

By _____
Heather Graham, Mayor

Attest

_____
City Clerk

Approved as to form:

_____
City Attorney

TENANT:

CROSSOVER HEALTH MEDICAL GROUP, APC,
a California professional corporation

By _____

Name _____

Title _____

EXHIBIT A

LEGAL DESCRIPTION AND PREMISES DESCRIPTION

This **Exhibit A** is attached to and made a part of that certain Lease (the "**Lease**") by and between the City of Pueblo, a Colorado municipal corporation ("**Landlord**"), and Crossover Health Medical Group, APC, a California professional corporation ("**Tenant**"), for premises located in the building at 650 Dittmer Avenue, Pueblo, CO 81005.

1. Real Property
The real property upon which the Building is situated (the "**Property**") is legally described as follows:
Lot 1, Block 1, Kessler Subdivision, City of Pueblo, State of Colorado, containing 0.397 acres, more or less.

2. Building
The building located on the Property is a three-story structure commonly known as 650 Dittmer Avenue, Pueblo, CO 81005 (the "**Building**").

3. Premises
The "**Premises**," as that term is used in the Lease, consists of certain areas of the Property outside of the Building (described below under "Exterior Common Area") as well as certain areas located exclusively on the first floor of the Building, which has a total floor area of approximately 3,410 square feet (described below under "Exclusive Use Area" and "Interior Common Area", respectively). The second and third floors of the Building are not part of the Premises and are expressly excluded from this Lease.

a. Exclusive Use Area: Tenant shall have the exclusive right to use and occupy approximately 2,701 square feet of space on the first floor of the Building (the "**Exclusive Use Area**") for authorized business purposes. The specific location of the Exclusive Use Area is more particularly depicted and identified on the floor plan attached hereto as **Exhibit A-1**.

b. Interior Common Area: Tenant shall have the non-exclusive right, in common with Landlord and other authorized occupants of the Building, and their respective employees and invitees, to use approximately 709 square feet of interior space on the first floor of the Building designated for common use (the "**Interior Common Area**"). The specific location of the Interior Common Area is more particularly depicted and identified on the floor plan attached hereto as **Exhibit A-1**.

c. Exterior Common Area: Tenant shall have the non-exclusive right, in common with Landlord, other occupants of the Building, and their respective employees and invitees, to use all publicly accessible areas located on the Property outside of the Building, including but not limited to parking areas, driveways, sidewalks, building walkways and ramps, exterior front porch area, and landscaped areas (the "**Exterior Common Area**").

EXHIBIT A-1 - Floor Plan Key and Area Designations

This **Exhibit A-1** is attached to and made a part of the Lease and provides the floor plan identifying the Exclusive Use Area and Interior Common Area of the Premises.

1. First Floor Plan
The drawing below (the "**Floor Plan**") depicts the layout of the first floor of the Building, showing the areas designated for Tenant's exclusive use and for common use. In the event of any conflict between the designations on the Floor Plan and the terms of the Lease, the Lease shall control.

2. Area Designations
The areas depicted on the Floor Plan are designated as follows:

a. Exclusive Use Area (Approximately 2,701 Sq. Ft.) The portion of the Premises cross-hatched with blue diagonal striping on the Floor Plan constitutes the Exclusive Use Area for the sole use of Tenant for its authorized business purposes, including its employees and invitees. These areas generally consist of, but are not limited to, the following spaces: Examination Rooms, Waiting Areas, Office Spaces, Nurse Station, Dictation Room, Storage, Restroom, Medical Gas Storage, Staff Lounge, and Corridors.

b. Interior Common Area (Approximately 709 Sq. Ft.) The portion of the Premises shaded in red on the Floor Plan constitutes the Interior Common Area for the non-exclusive use of Tenant, Landlord, and other authorized persons. These areas generally consist of, but are not limited to, the following spaces: Main Building Entrance, Vestibule, and Lobby on the first floor; Primary Corridors and Hallways providing access to and from the Exclusive Use Area and Building entrance/exits; Public Restrooms accessible from the common corridors; Elevator; and Stairwell serving the Building and/or multiple tenants or occupants.

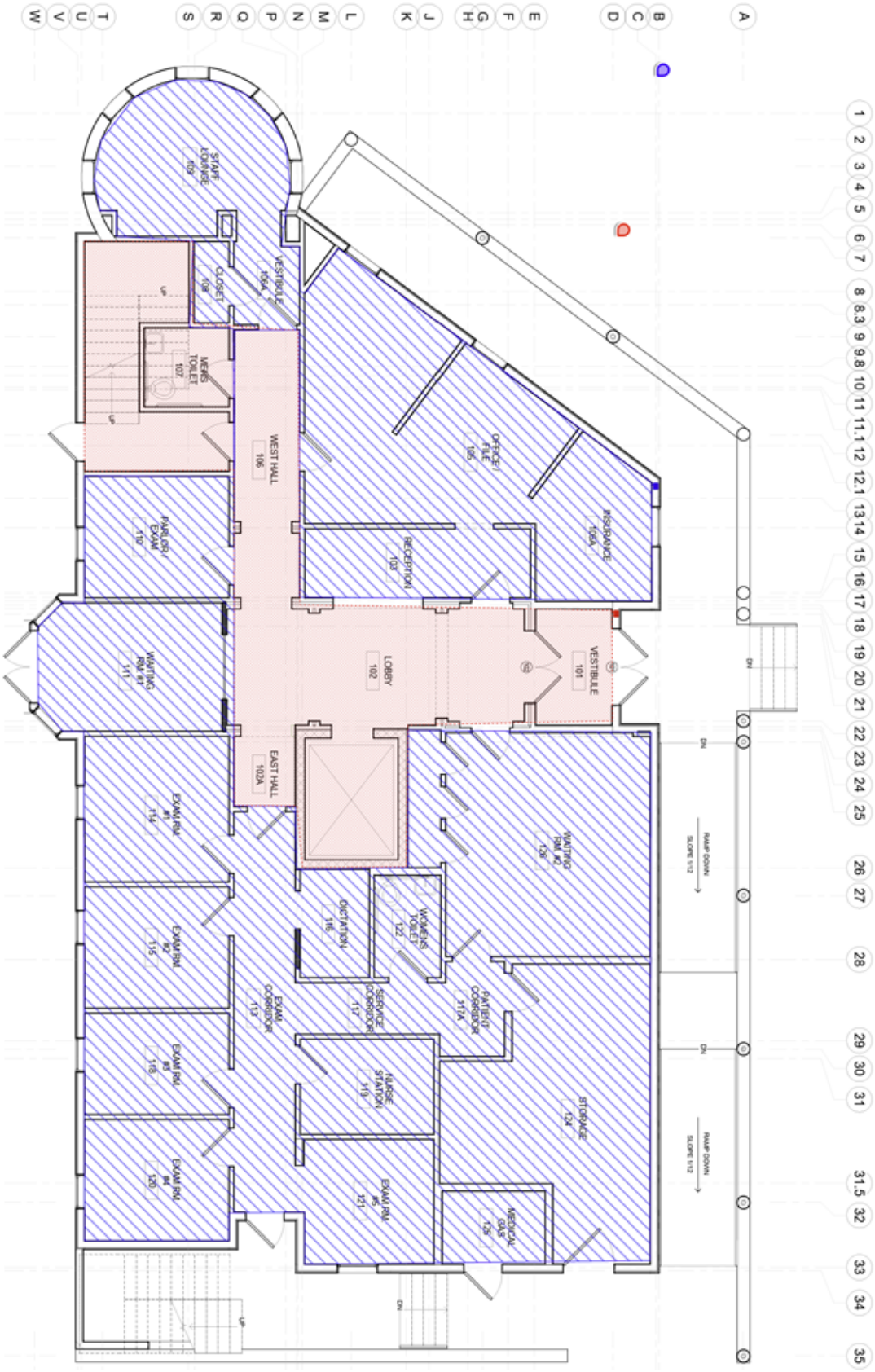

Exhibit A
Page 3

EXHIBIT B

ADDENDUM

A. UTILITIES AND SERVICES

The following standards for utilities and services shall be in effect at the Building. Landlord reserves the right to adopt nondiscriminatory modifications and additions to these standards. In the case of any conflict between these standards and the Lease, the Lease shall be controlling. Subject to all of the provisions of the Lease, the following shall apply:

1. Landlord shall make HVAC service to the Premises available twenty-four (24) hours per day, seven (7) days per week, at a capacity generally required to maintain average temperatures within the Premises between 65 and 78 degrees Fahrenheit. Thermostat settings for HVAC service for the Premises will be set to normally operate during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday (the "**Normal Building Hours**"), except on designated City of Pueblo holidays. In the event Tenant requires HVAC service before or after Normal Building Hours, Tenant shall notify the Facilities Maintenance Superintendent at least 48 hours in advance (or as soon as practicably possible for emergency situations) by e-mail at pubworks@pueblo.us or by phone at 719-553-2792 or 719-225-0427.

2. Landlord shall furnish the Building with elevator service (if applicable), and the Building and Premises with reasonable amounts of electric current for normal lighting by Landlord's standard overhead fluorescent and incandescent fixtures and for the operation of office equipment consistent in type and quantity with that utilized by typical office tenants of the Building, natural gas, and water for lavatory purposes. In accordance with Section 6.4, Tenant shall act in good faith and utilize commercially reasonable means to conserve and reasonably consume all utilities and other services.

3. Landlord shall furnish water to the Premises for drinking, kitchen (if applicable), personal hygiene and lavatory purposes.

4. As of the Effective Date, Landlord shall pay for all utility services provided to the Building, including water, gas, sewer, and electricity provided to the Premises, and including reasonable HVAC service required by Tenant outside of Normal Building Hours. Internet, cable television, and all other services shall be provided by Tenant at the City's expense, to be funded via the Budget set forth in Section 7.1.3 of the SOW .

5. Landlord shall provide janitorial services within the Interior Common Use Area at a frequency necessary to maintain a clean and safe environment for building patrons, visitors, and employees as may be reasonably required. Notwithstanding the foregoing, Tenant's use of the Premises requires medical grade cleaning in addition to standard general office use janitorial service. To that end, Tenant shall either (i) contract directly with Landlord's janitorial service provider as each may agree, to supplement the janitorial services provided by Landlord (i.e., add a "medical grade" component to the baseline janitorial scope of work provided by Landlord) to provide for cleaning of the Exclusive Use Area, and/or (ii) opt-out of utilizing Landlord's janitorial service provider for the Premises, and contract directly for full janitorial service for the Exclusive Use Area with a third party provider selected by Tenant and reasonably acceptable to Landlord. Landlord hereby consents to Tenant utilizing non-union janitorial services for any services for which Tenant contracts directly. Notwithstanding anything to the contrary in this Lease, all costs, fees, and expenses incurred by Tenant for supplemental medical-grade cleaning, full janitorial services, and clinical waste removal shall be reimbursed by Landlord as operational costs pursuant to Section 7.1.3(b) of the SOW.

6. Tenant shall have access to the Building 24 hours per day, 7 days per week, 52 weeks per year; provided that Landlord may install access control systems as it deems advisable for the Building. Landlord may impose a reasonable charge for access control cards and/or keys issued to Tenant.

B. RULES AND REGULATIONS

The following Rules and Regulations shall be in effect at the Building. Landlord reserves the right to adopt reasonable nondiscriminatory modifications and additions at any time. In the case of any conflict between these regulations and the Lease, the Lease shall be controlling.

Perimeter and structural access security shall be governed by Section 2.1.3 of the SOW. Landlord, at its sole cost, shall implement, maintain, and administer the physical access control systems (badge, key card, or keys) necessary to exclude unauthorized persons from the Exclusive Health Center. Tenant's security obligations shall be strictly limited to internal compliance protocols, such as locking internal medicine cabinets and securing active patient files. Tenant shall ensure the security of the Exclusive Use Area by locking or otherwise securing all potential interior and exterior access points (e.g., doors, windows, etc.) along the perimeter of the Exclusive Use Area to prevent unauthorized entry into the Exclusive Use Area when the clinic is not in operation. Landlord shall ensure the security of all other portions of the Building by securing all other potential interior and exterior access points (e.g., doors, windows, etc.) not addressed under Tenant’s security responsibilities above. Hours for public/visitor access to the building will be established by Landlord, but generally shall align with standard operating hours of 8:00 AM – 5:00 PM, Monday through Friday, except for City holidays.

C. PARKING

Landlord agrees to maintain, or cause to be maintained, an automobile parking area (“**Parking Area**”) in reasonable proximity to the Building for the benefit and use of the visitors and patrons and, except as otherwise provided, employees of Tenant, and other tenants and occupants of the Building. Landlord shall have the right to determine the nature and extent of the automobile Parking Area, and of making such changes to the Parking Area from time to time which in its opinion are desirable, including but not limited to designation of parking spaces reserved for, and rules and regulations applicable to, building patrons, visitors, and employees of Landlord and Tenant. Landlord shall not be liable for any damage to motor vehicles of visitors or employees, for any loss of property from within those motor vehicles, or for any injury to Tenant, its visitors or employees, unless ultimately determined to be caused by the sole active negligence or willful misconduct of Landlord. Landlord shall also have the right to establish, and from time to time amend, and to enforce against all users of the Parking Area all reasonable rules and regulations as Landlord may deem necessary and advisable for the proper and efficient operation and maintenance of the Parking Area.

D. DELIVERY CONDITION

Prior to delivery of possession of the Premises to Landlord, Landlord shall cause the Premises and Building, as applicable, to be in compliance with the following requirements (collectively, “**Delivery Condition**”):

1. Delivery of the Premises with no outstanding construction liens and/or outstanding violations with the Department of Buildings or the Fire Marshal, and otherwise in compliance with all applicable laws, including the Americans with Disabilities Act and similar requirements.

2. In accordance with lease terms and conditions, Landlord shall maintain all building systems in a fully serviceable and operational condition to the extent reasonably possible. When functional issues arise with systems under Landlord’s maintenance responsibility or where system outages or malfunctions under Landlord’s control occur, Landlord shall make required repairs, corrections, or mitigations at the earliest practical opportunity

to minimize service interruptions. Tenant shall maintain and repair any Tenant-owned or Tenant-managed equipment, furniture, fixtures, or improvements as required to prevent health, safety, environmental, or other operational issues on the Premises.

3. Landlord shall ensure all perimeter window glazing and mullions are in good condition, free of cracks and dents.

4. Landlord shall ensure the Premises is free of any hazardous materials.

5. Landlord shall install and/or cause to be in good working order and repair, building standard HVAC in compliance with all HVAC-related terms and conditions set forth in this Lease.

6. Landlord shall, at Landlord's sole cost and expense, cause the Building's fire alarm, detection, and life-safety systems to be fully tested, inspected, upgraded, and certified by a licensed technician and the local fire department as fully compliant with all applicable local, municipal, state, and international codes (including, without limitation, the International Fire Code and International Building Code as adopted and amended by the City of Pueblo) required for commercial medical clinic operations. At a minimum, Landlord shall ensure the Building is equipped with a functioning, centrally monitored commercial fire alarm panel, commercial smoke and heat detectors, code-compliant exit signage, emergency backup lighting, and audible/visual notification appliances (strobes/horns) throughout the Premises, all meeting the standards required for the Permitted Use. At Tenant's request, Landlord shall provide Tenant with copies of the passed inspection reports and municipal safety certifications.

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City Clerk's Office Item # Q1

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: June 22, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Clyde Bishop, City Clerk

FROM: Ted Hernandez, Councilor

SUBJECT: A RESOLUTION SUPPORTING THE FRONT RANGE PASSENGER RAIL DISTRICT'S NARRATIVE SUMMARY FOR PROPOSED CITY STATION AND THE DEVELOPMENT OF PASSENGER RAIL SERVICE ALONG THE FRONT RANGE

SUMMARY:

The attached Resolution supports the Front Range Passenger Rail District's (FRPRD) Station Summary for the proposed Pueblo passenger rail station, sited at the historic Pueblo Union Depot, and expresses Council's support for the development of passenger rail service along the Front Range. The Resolution adopts a non-binding station area narrative for incorporation into the FRPRD's public-facing Station Summary materials in advance of a future ballot measure to fund the system.

Adoption of the Resolution constitutes the City's written confirmation of support for the FRPRD's Station Summary under Principle 3 of the Local Return Program approved by the FRPRD Board on April 24, 2026. Written confirmation submitted by June 30, 2026 qualifies the City for a ten percent (10%) increase in its annual Local Return funding amount for the 25-year period, contingent on voter approval of a regional funding measure and execution of a subsequent intergovernmental agreement.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The Front Range Passenger Rail District is a political subdivision of the State of Colorado created to research, develop, construct, operate, and maintain an interconnected passenger rail system extending from Wyoming to New Mexico along the Front Range. Pueblo is the southern terminus of the planned Colorado Connector corridor. Initial service in the northern front range is anticipated to begin as early as 2029, with up to 10 round trips per day between Pueblo and Fort Collins contingent on

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voter approval of a future ballot measure.

The proposed Pueblo station will be anchored at the historic Pueblo Union Depot in the Union Avenue Historic Business District, with adaptive reuse of the existing Baggage Depot as the primary station hall. Current planning includes a planned multi-modal bridge linking the Baggage Depot to new station platforms and the Arkansas River Levee Trail, a regional bus port co-locating rail and bus services, a downtown circulator study to enhance last-mile connectivity, and structured parking integrated with adjacent mixed-use development. The Pueblo Transit Center is located within 1 mile of the station, giving passengers easy access to the city's entire transit system.
On April 24, 2026, the FRPRD Board approved a Local Return Program for local governments hosting a designated passenger rail station. Under the Program, contingent on voter approval of a regional funding measure and execution of a subsequent intergovernmental agreement, the FRPRD will provide annual funding to participating local governments for twenty-five (25) years to support the design, construction, operation, and maintenance of a passenger rail station, along with broader station area investments enhancing access, connectivity, and functionality, including multimodal access and first-mile and last-mile improvements. Annual base funding is determined by the local government's population. Pueblo, with a population over 99,000, qualifies for $3.0 million in annual base funding under the Program's tier schedule.

Principle 3 of the Local Return Program provides a ten percent (10%) increase in the annual Local Return funding amount for any local government that, by June 30, 2026, provides written confirmation of support for the FRPRD's Station Summary, either by council resolution or letter of support. Adoption of the attached Resolution constitutes the City's written confirmation for purposes of the incentive, qualifying the City for an annual amount of $3.3 million for the 25-year period, again contingent on voter approval of the regional funding measure and the City's subsequent participation in the Local Return Program through an intergovernmental agreement with the FRPRD.

The Resolution does not commit the City to participate in the Local Return Program, does not lock in any final designs or implementation obligations, and does not authorize the expenditure of any City funds. The Local Return Program document expressly states that an agreement or support document of this kind speaks to intent only. The City's opt-in or opt-out decision regarding the Local Return Program will be made through a separate intergovernmental agreement following voter approval of the regional funding measure.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Resolution.

STAKEHOLDER PROCESS:

Not applicable to this Resolution.

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ALTERNATIVES:

If this Resolution is not approved, the City will not provide written confirmation of support for the FRPRD's Station Summary by the June 30, 2026 deadline established in Principle 3 of the Local Return Program. The City would forgo the ten percent (10%) increase to its annual Local Return funding amount, which represents approximately $300,000 per year, or $7.5 million over the 25-year period, contingent on voter approval of a regional funding measure and the City's subsequent participation in the Local Return Program through an intergovernmental agreement with the FRPRD.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. Addendum A

Docusign Envelope ID: F5D2DE10-698B-824A-81CD-97B887328895

RESOLUTION NO. 16356

A RESOLUTION SUPPORTING THE FRONT RANGE PASSENGER RAIL DISTRICT'S NARRATIVE SUMMARY FOR PROPOSED CITY STATION AND THE DEVELOPMENT OF PASSENGER RAIL SERVICE ALONG THE FRONT RANGE

WHEREAS, the Front Range Passenger Rail District ("FRPRD") was established as a corporate and political subdivision of the State of Colorado to research, develop, construct, operate, and maintain an interconnected passenger rail system along the Front Range extending from Wyoming to New Mexico; and

WHEREAS, the development of a Front Range passenger rail system represents a significant regional investment in transportation infrastructure designed to serve current and future generations of Coloradans; and

WHEREAS, Front Range passenger rail is intended to connect residents and visitors to employment centers, housing opportunities, colleges and universities, medical facilities, and entertainment destinations throughout the Front Range; and

WHEREAS, Colorado's Front Range population is projected to approach seven million residents in the coming decades, increasing demand on existing transportation systems and exacerbating congestion along Interstate 25, one of the state's most heavily traveled and consistently congested corridors; and

WHEREAS, passenger rail offers a reliable, efficient, and sustainable transportation alternative that can reduce vehicle miles traveled, alleviate roadway congestion, and contribute to improved air quality and environmental outcomes; and

WHEREAS, the Colorado Department of Transportation ("CDOT"), the FRPRD, and the Class I freight railroads spent the last four years studying the operational feasibility of utilizing existing rail infrastructure, enabling near-term passenger service while maximizing the use of existing assets; and

WHEREAS, initial passenger rail service in the northern front range is anticipated to begin as early as 2029, providing a timely response to growing transportation needs; and

WHEREAS, pending voter approval, the system will be expanded to connect from Pueblo to Fort Collins, with station area buildout and development; and

WHEREAS, the FRPRD has conducted public outreach through town hall meetings, City Council presentations, and digital engagement, providing citizens with meaningful opportunities to ask questions, offer input, and engage with FRPRD board members and staff; and

WHEREAS, the inclusion of a passenger rail station in the City has the potential to enhance transportation options, support economic development, advance the creation of transit oriented development, and generate increased activity in the hospitality, retail, and service sectors; and

WHEREAS, on April 24, 2026, the FRPRD Board approved a Local Return Program through which, contingent upon voter approval of a regional funding measure and execution of a subsequent intergovernmental agreement, the FRPRD will provide annual funding to local governments hosting a designated passenger rail station for a period of twenty-five (25) years to

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support the design, construction, operation, and maintenance of the station and broader station area investments enhancing access, connectivity, and functionality, including multimodal access and first-mile and last-mile improvements; and

WHEREAS, the Local Return Program scales annual base funding to the population of each participating local government, and Pueblo, with a population over 99,000, qualifies for an annual base amount of $3.0 million; and

WHEREAS, Principle 3 of the Local Return Program provides that any local government with a designated station that, by June 30, 2026, provides written confirmation of support for the FRPRD's Station Summary, by council resolution or letter of support, will receive a ten percent (10%) increase in its annual Local Return funding amount; and

WHEREAS, this Resolution is intended to constitute the City's written confirmation of support for the FRPRD's Station Summary for purposes of qualifying the City for the ten percent (10%) Local Return funding incentive, while reserving for the City the decision whether to participate in the Local Return Program through a future intergovernmental agreement following voter approval; and

WHEREAS, the FRPRD is obligated to educate the public regarding the proposed train service, including identification of station locations and planning efforts to date by each local government, and is developing Station Summary materials for that purpose; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The City formally adopts the attached Addendum A narrative describing the City's station area location, planning efforts to date, and anticipated post-ballot planning. The FRPRD may share this narrative publicly to reflect the City's current understanding of station area conditions and planning direction. The narrative is non-binding and remains subject to refinement through future local decision-making processes.

SECTION 2.

The City supports the continued efforts of the FRPRD to plan, develop, and implement passenger rail service along the Front Range of Colorado.

SECTION 3.

The City affirms its support for ongoing public education and engagement efforts by the FRPRD to ensure that residents of the City are informed about the proposed system, including the proposed station area, its benefits, costs, and anticipated impacts.

SECTION 4.

The City expresses its support for the inclusion of a passenger rail station within the City if a ballot measure is passed by the voters of the FRPRD, recognizing the potential economic, mobility, and community benefits associated with such an investment.

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SECTION 5.

The City encourages continued coordination among the FRPRD, CDOT, host freight railroads, and local governments.

SECTION 6.

The City directs staff to continue working collaboratively with the FRPRD on station planning, land use coordination, infrastructure integration, and opportunities to maximize local economic benefit.

SECTION 7.

The City Clerk is directed to transmit a copy of this Resolution to the FRPRD, CDOT, and other relevant regional and state partners as evidence of the City's support of the project and station area development.

SECTION 8.

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

INTRODUCED: June 22, 2026

BY: Roger Gomez
MEMBER OF CITY COUNCIL

APPROVED: DocuSigned by: Mark Cliff B7A4F51823AB482...
PRESIDENT OF CITY COUNCIL

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

Addendum A

Pueblo

The Pueblo station serves as the southern terminus of the planned Colorado Connector corridor, advancing the city as a critical regional gateway for southern Colorado. Anchored by the historic red sandstone Pueblo Union Depot, the station sits at the intersection of the city's industrial heritage and the revitalized Arkansas River corridor, with access to all of downtown and the city at large.

The station area is defined by the Union Avenue Historic Business District, a lively, walkable core of 1890s-era masonry buildings featuring boutique retail, residential lofts, and restaurants. Significant civic anchors, including Pueblo City Hall, Memorial Hall, the Leonardo Da Vinci Museum of North America, Historic Arkansas Riverwalk, Arkansas River Levee Trail and Murals, and the Pueblo Convention Center, sit within a half-mile of the proposed station. The plan specifically centers on the adaptive reuse of the historic Baggage Depot as the primary station hall. The reuse of the building is both more cost effective than building a new facility and it preserves the district's character while supporting modern transit needs and offering a mix of passenger services and retail offerings.

Pedestrian access to the train is augmented by a planned multi-modal bridge that seamlessly links the Baggage Depot to both the new station platforms and the Arkansas River Levee Trail. While the Pueblo Transit Center is located within 1 mile of the station, giving passengers easy access to the city's transit system, the plan additionally envisions a regional bus port to co-locate rail and bus services and current planning recommends the study of a proposed downtown circulator to enhance last-mile connectivity. Future parking needs will be met through a structured facility integrated into a mixed-use development parcel located adjacent to the Baggage Depot building.

Through extensive public engagement, the community shaped the vision for the Pueblo Station Area as a catalyst for downtown revitalization. Advancing from vision to project development will be led by the City of Pueblo, the Pueblo Area Council of Governments (PACOG), along with FRPRD and local stakeholders.

FRONT RANGE PASSENGER RAIL

PUEBLO DRAFT STATION AREA

Docusign Envelope ID: F5D2DE10-698B-824A-81CD-97B887328895

City Clerk's Office Item # Q2

Background Paper for Proposed Presentation

COUNCIL MEETING DATE: June 22, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Clyde Bishop, City Clerk

FROM: Joe Latino, Councilor

SUBJECT: A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2026 GENERAL FUND BUDGET TO PUEBLO SCHOOL DISTRICT NO. 60 IN THE AMOUNT OF $2,000 TO SPONSOR THE 66TH ANNUAL SUMMER MUSICAL AT MEMORIAL HALL ON FRIDAY, JULY 10, 2026, AT 7:00 PM, SATURDAY, JULY 11, 2026, AT 7:00 PM, AND SUNDAY, JULY 12, 2026, AT 2:00 PM

SUMMARY:

Attached for consideration is a request for support of Pueblo School District No. 60 in the amount of $2,000 to sponsor the 66th Annual Summer Musical at Memorial Hall on Friday, July 10, 2026, at 7:00 PM, Saturday, July 11, 2026, at 7:00 PM, and Sunday, July 12, 2026, at 2:00 PM.

PREVIOUS COUNCIL ACTION:

Council supported this event in 2018, 2019, 2020, 2024, and 2025 for $1,000.

BACKGROUND:

City Council Member Joe Latino is requesting $2,000 to sponsor Pueblo School District No. 60's 66th Annual Summer Musical. The performances will take place at Memorial Hall on Friday, July 10, 2026, at 7:00 PM, Saturday, July 11, 2026, at 7:00 PM, and Sunday, July 12, 2026, at 2:00 PM.

Pueblo School District 60's mission is to provide a high-quality education that gives each student the knowledge, skills, and dispositions to lead a life of purpose and impact. In August 1959, a cherished Pueblo tradition was born – The Pueblo Summer Musical. Now celebrating its 66th Anniversary, this beloved production continues to bring our community together, this year with The Wizard of Oz.

Every July, nearly 3,000 audience members gather to witness the stage transform into a world of enchantment and storytelling. The Summer Musical is an annual community

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theater program that provides local youth with the opportunity to participate in a professionally produced musical theater experience, and each year, 75 to 100 actors and musicians from across southern Colorado bring the magic of musical theater to life for nearly 3,000 audience members.

The program brings together students, staff, families, and community members to celebrate the performing arts while fostering creativity, collaboration, confidence, and leadership among participants. Through rehearsals and public performances, students gain valuable experience in acting, singing, dancing, stage production, and teamwork in a safe and supportive environment.

Sponsorship funds will be used to offset production expenses, including royalties, sets, costumes, publicity, personnel, and the venue.

FINANCIAL IMPLICATIONS:

Payment of funds in the amount of $2,000 would be paid from the Council Contingencies Account in the 2026 General Fund Budget to Pueblo School District No. 60.

BOARD/COMMISSION RECOMMENDATION:

Not applicable.

STAKEHOLDER PROCESS:

Not applicable.

ALTERNATIVES:

City Council could choose not to authorize funding for this purpose.

RECOMMENDATION:

This Resolution is at the request of Council Member Joe Latino.

ATTACHMENTS:

1. Sponsorship Request Packet - Pueblo School District 60 - Summer Musical
2. 2026 Contingencies (Council) Pueblo School District 60 - Summer Musical

Docusign Envelope ID: F5D2DE10-698B-824A-81CD-97B887328895

RESOLUTION NO. 16357

A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2026 GENERAL FUND BUDGET TO PUEBLO SCHOOL DISTRICT NO. 60 IN THE AMOUNT OF $2,000 TO SPONSOR THE 66TH ANNUAL SUMMER MUSICAL AT MEMORIAL HALL ON FRIDAY, JULY 10, 2026, AT 7:00 PM, SATURDAY, JULY 11, 2026, AT 7:00 PM, AND SUNDAY, JULY 12, 2026, AT 2:00 PM

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Payment in the amount of $2,000 from the Council Contingencies Account in the 2026 General Fund Budget is authorized to be paid to Pueblo School District No. 60 to sponsor the 66th Annual Summer Musical at Memorial Hall on Friday, July 10, 2026, at 7:00 PM, Saturday, July 11, 2026 at 7:00 PM, and Sunday, July 12, 2026 at 2:00 PM.

SECTION 2.

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

SECTION 3.

This Resolution shall become effective upon passage and approval.

INTRODUCED: June 22, 2026

BY: Roger Gomez
MEMBER OF CITY COUNCIL

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

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

Sponsorship Request

05/23/2026 4:14 PM (MDT)

Sponsorship Request

****Please submit requests at least one month in advance to allow for adequate processing time**

Please share the councilor(s) you have reached out to regarding your Sponsorship Request	Dianne Danti, Joe Latino, Ted Hernandez, Roger Gomez, Selena Ruiz-Gomez, Brett Boston, Mark Aliff
Requestor Name	Cindy Smith
Date	05/23/2026
Requestor Phone	[redacted]
Requestor Email	[redacted]
Business/Organization Name	Pueblo Summer Musical (Pueblo School District 60)
Organization Website	www.pueblod60.org
Please share your business or organizations mission/goals	Pueblo School District 60 Mission: To provide a high-quality education that assures each student the knowledge, skills, and dispositions to lead a life of purpose and impact. Goal 1: Provide quality instruction and educational programming that meets the academic needs of each student. Goal 2: Increase engagement and confidence of internal and external stakeholders via a coherent communications plan, strong partnerships, and transparency. Goal 3: Foster an environment that promotes a safe and positive culture that honors and exemplifies our District Core Values. Goal 4: Recruit and retain high-quality staff. Goal 5: Prepare and submit a balanced budget that supports the District mission and vision and allows for full implementation of the District Strategic Plan.
Sponsorship request for	Event
Requested Amount	$2000.00
Please share the total cost to host this event last year. (If this is the first time this event has taken place, please provide the estimated total for this year.)	Approximately $46,000
Describe how contribution will be used	Sponsorships and advertising help generate much-needed revenue for our program and will be used to offset production expenses, including royalties, sets, costumes,

	publicity, personnel, and the venue.
Event Title	Pueblo Summer Musical
Event Date	07/10/2026
Event Time	7:00 PM (MDT)
Event Location	Pueblo Memorial Hall
Admission to this event is	Paid
IF PAID IS SELECTED Cost of Admission	$23-33
Event Description:	The Pueblo School District 60 and Parks and Recreation Summer Musical is an annual community theater program that provides local youth with the opportunity to participate in a professionally produced musical theater experience. The program brings together students, staff, families, and community members to celebrate the performing arts while fostering creativity, collaboration, confidence, and leadership among participants. Through rehearsals and public performances, students gain valuable experience in acting, singing, dancing, stage production, and teamwork in a safe and supportive environment. This year, the Summer Musical will be held at Pueblo Memorial Hall on July 10–11 at 7:00 p.m. and July 12 at 2:00 p.m. The 2026 production will feature The Wizard of Oz, a timeless classic that continues to be enjoyed by audiences of all ages.
Does your organization hold multiple events per year?	No
Sponsorship Benefits	At the $2000+ (Glinda's Gathering of Generous Gems) level sponsor, you will receive eight complimentary tickets to the performance of your choice, a signed cast photo, a cameo part in the production (if desired), and recognition on posters and all media and promotional materials. Sponsorship must be received by June 1, 2026 to be included in posters and banners. To reserve your tickets, please contact Pueblo Memorial Hall at (719) 583-4961 and select your preferred performance date and time (July 10-11 at 7:00 p.m. or July 12 at 2:00 p.m.).
Company/Organization Classification	• Other
If other, please explain	Public School District
Is your organization currently in good standing with the Secretary of State?	Yes
Have you applied for CSAC funding?	No
What other organizations or entities are you requesting funding from?	A sponsorship letter is sent out to various individuals and organizations who have sponsored the summer musical in past years. A few organizations who have been regular sponsors over the years include Pueblo Parks and Recreation, Montgomery & Steward Funeral Homes, and Pueblo City Council.
What population(s) does your organization primarily serve?(multi select)	• Youth • Disadvantaged – low income • Adults

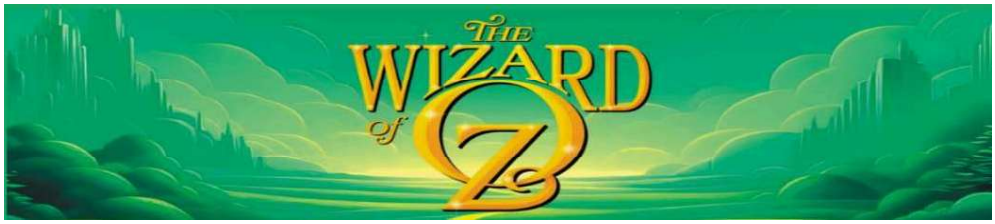
How many individuals did your organization serve last year?	There are approximately 50-60 cast members each year along with a crew and staff members for direction. Several hundred people have attended the summer musical each year, however, we anticipate more attendees this year with the change to Pueblo Memorial Hall.
Please upload supporting documents such as sponsorship request letter, event flyer etc.	Sponsor Letter - 2026 (2).pdf

Payment Details

Make check payable to	Pueblo School District 60 Summer Musical
Address	Attn: Cindy Smith, Director of Curriculum 315 W 11th St Pueblo, CO 81003
Phone Number	719-549-7157

Please note: If the payee listed above is not an established vendor with the City of Pueblo, the City of Pueblo vendor application (found below) must be completed before payment can be processed. If payee is an active vendor with the City of Pueblo, we will confirm the information listed above. If the information does not match our records, it must be updated using the City of Pueblo vendor application (found below) before payment can be processed. Completed vendor forms may be submitted directly to vendorinfo@pueblo.us.

Download the Vendor Application



Dear Friends,

In August of 1959, a tradition in Pueblo was born: the Pueblo Summer Musical. This summer will mark 66 years of bringing unique performances to Pueblo audiences! This Pueblo tradition impacts 75 to 100 young actors and musicians from across Southern Colorado each year. For these highly anticipated performances every July, nearly 3,000 community members gather to watch the stage come alive!

NEW VENUE! This year, we are moving our production to **Pueblo's Historic Memorial Hall**. The Sangre de Cristo Arts Center will be under construction, so we have found a new home for this year in one of Pueblo's most historic and beautiful theater landmarks. We are so excited to see all the magic and possibilities this new opportunity brings for growth. This will mean a few changes as we work to manage everything financially, and we hope you will support us through these growing pains. =)

Because ticket sales alone cannot cover our costs, we ask you to consider becoming a donor. Sponsorships and advertising help generate much-needed revenue for our program and will be used to offset production expenses, including royalties, sets, costumes, publicity, personnel, and the venue. These expenses enable our cast and crew to deliver the highest-quality opportunities for our young performing arts students! Please consider helping us provide invaluable educational experiences and quality entertainment for our community. Donations from friends at any level are welcome, and we ask that you consider supporting this year's production of *The Wizard of Oz*.

Sponsorship Levels:

$75 to $249 – Munchkins' Menagerie: Sponsors will receive Playbill recognition

$250 to $499 – Tin Man's Troupe: Sponsors will receive two tickets to a performance of their choice and Playbill recognition

$500 to $999 – Scarecrow's Society: Sponsors will receive all the above, an additional two tickets, recognition in the curtain speech, and recognition on the Pueblo School District 60 Fine Arts website

$1,000 to $1,999 – Cowardly Lion's Courageous Company: Sponsors will receive all the above, an additional four tickets, lobby recognition during the performance, and a signed cast picture

$2,000+ – Glinda's Gathering of Generous Gems: Sponsors will receive all the above, an additional six tickets, a cameo part in the production (if desired), and recognition on posters and all media or promotional materials. *Arrangements must be made by June 1, 2026, to be included in posters and banners.*

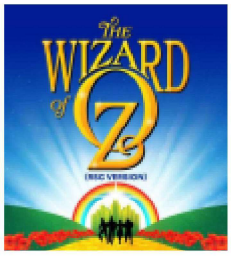
I appreciate your consideration!

Sincerely,
Todd Albrecht, Director
Phone: 719-429-1917 Email: talbrecht9286@msn.com

For additional information, please contact:
Cindy Smith, Director of Curriculum, Pueblo School District 60
315 W. 11th St., Pueblo, CO 81003
Phone: 719- 549-7157 Email: cindy.smith@pueblod60.org

Make checks payable to: "Pueblo School District 60 Summer Musical"
(To receive recognition in the program, checks must be received by June 5, 2026)

66th Annual
Pueblo Summer Musical



Show Dates & Times
Friday, July 10 &
Saturday, July 11
7:00pm
Sunday, July 12
2:00pm

Cost
$23 - General Seating
$33 - Premium Seating

Location
Pueblo Memorial Hall
1 City Hall Place
(719) 295-7200
pueblomemorialhall.com

DATE	BALANCE IN 2025 CONTINGENCIES ACCOUNT		DEBIT	CREDIT	BALANCE
	Beginning Balance				$ 85,000.00
1/12/26	Catholic Charities - Espiritu Mardi Gras Masquerade		$ 1,000.00		$ 84,000.00
1/26/26	~~Mariposa Center for Safety - 2nd Annual Ode to Chocolate Indulgence~~ *Event Cancelled*		$ 800.00		$ 83,200.00
1/26/26	Latino Chamber - Dinner Dance Celebration		$ 1,000.00		$ 82,200.00
2/9/26	Boys & Girls Clubs - Champions of Youth Dinner		$ 1,500.00		$ 80,700.00
2/23/26	Pueblo Child Advocacy Center - Blue Tie Gala		$ 2,000.00		$ 78,700.00
3/9/26	NeighborWorks Southern Colorado - 6th Annual Golf Scramble		$ 500.00		$ 78,200.00
3/23/26	Care and Share Food Bank - Recipe for Hope		$ 1,000.00		$ 77,200.00
3/23/26	Garcia Foundation - The PLACE		$ 1,000.00		$ 76,200.00
4/13/26	Pueblo Latino Veterans Association - Hispanic Heritage Exhibit		$ 2,500.00		$ 73,700.00
4/13/26	Bits of Freedom - Run for the Roses, Kentucky Derby		$ 2,000.00		$ 71,700.00
4/27/26	Pueblo Conservancy District: Levee Artists - A Meet & Greet		$ 1,000.00		$ 70,700.00
4/27/26	The HARP Foundation - Rollin on The Riverwalk		$ 3,500.00		$ 67,200.00
4/27/26	CSF Fiesta Committee - Scholarship Pageant		$ 2,500.00		$ 64,700.00
4/27/26	El Movimiento Sigue - 56th Annual Cinco de Mayo		$ 2,000.00		$ 62,700.00
5/11/26	Mad Fresh - Summer Hip Hop Festival		$ 2,500.00		$ 60,200.00
5/11/26	Creative Consortium/Friendly Harbor - My Name Is		$ -		$ 60,200.00
5/11/26	Pueblo Library Foundation Booklovers Ball & Summer Reading		$ 2,000.00		$ 58,200.00
6/8/26	Mariposa Center for Safety - Tribute to Women		$ 1,700.00		$ 56,500.00
6/8/26	NALC - 6th Annual Golf Tournament		$ 1,500.00		$ 55,000.00
6/8/26	Pueblo Symphony Assoc. - Pueblo's Fabulous 4th Outdoor		$ 2,500.00		$ 52,500.00
6/8/26	Pueblo Zoo - Zoofari		$ 1,800.00		$ 50,700.00
6/22/26	D60 Summer Musical		$ 2,000.00		$ 48,700.00

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City Clerk's Office Item # Q3

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: June 22, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Clyde Bishop, City Clerk

FROM: Ted Hernandez, Councilor
Selena Ruiz-Gomez, Councilor

SUBJECT: A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2026 GENERAL FUND BUDGET TO PUEBLO COUNTY GOVERNMENT DBA PUEBLO COUNTY PARKS & RECREATION IN THE AMOUNT OF $3,000 TO SPONSOR THE PUEBLO REGIONAL YOUTH TENNIS PROGRAM FROM 9:00 TO 10:30 AM AND 6:00 TO 7:30 PM AT THE CITY PARK TENNIS COURTS ON MONDAYS AND 8:00 TO 10:00 AM ON TUESDAYS FROM JUNE 8-JULY 30, 2026

SUMMARY:

Attached for consideration is a request for support of Pueblo County Government DBA Pueblo County Parks & Recreation in the amount of $3,000 to sponsor the Pueblo Regional Youth Tennis Program from 8:30 to 10:00 AM at the Pueblo County and City of Pueblo Tennis Courts on Mondays and Wednesdays June 8-July 29, 2026.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

City Council Members Ted Hernandez and Selena Ruiz-Gomez are requesting $3,000 to sponsor Pueblo County Parks & Recreation's Pueblo Regional Youth Tennis Program. The program began on June 8, 2026 and takes place from 8:30 to 10:00 AM at the Pueblo County Highschool and City Park Tennis Courts on Mondays and Wednesdays through July 29, 2026.

The Pueblo County Regional Youth Tennis Program is designed to provide accessible, affordable, and inclusive recreational and youth development opportunities for children and adolescents in the Pueblo region. The program will offer structured tennis

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instruction, physical activity, mentorship, and life-skills development in a safe and supportive environment. Starting June 8th- July 29th, the 8-week, 2-session (Morning and Evening) structured program of clinics and tennis enrichment activities will provide a youth-based program that aims to promote healthy lifestyles and foster positive social connections among participating youth.

The target audience includes youth ages 5–18, with a primary focus on children and families from disadvantaged, low-income, and underserved communities within the City and County of Pueblo who may have limited access to extracurricular sports and recreational programming. The cost to participate is $60 per student. The program had 45 students registered out of the 50 anticipated as of May 29, 2026.

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Sponsorship funds will be used to support a (2) session (Morning/Evening), 8-week youth tennis program. Funding will be utilized for one-time equipment startup costs. Equipment Costs: Tennis Balls, Youth Racquets, Cones, Agility Ladders, Targets, Scoreboards, and Clipboards. The estimated cost to run the program is $10,000 and they have received $5,000 from the Colorado Youth Tennis Foundation to cover staffing, scholarships, and equipment.

FINANCIAL IMPLICATIONS:

Payment of funds in the amount of $3,000 would be paid from the Council Contingencies Account in the 2026 General Fund Budget to Pueblo County Government DBA Pueblo County Parks & Recreation.

BOARD/COMMISSION RECOMMENDATION:

Not applicable.

STAKEHOLDER PROCESS:

Not applicable.

ALTERNATIVES:

City Council could choose not to authorize funding for this purpose.

RECOMMENDATION:

This Resolution is at the request of Council Members Selena Ruiz-Gomez and Ted Hernandez.

ATTACHMENTS:

1. Sponsorship Request Packet - Pueblo County Parks and Recreation - Pueblo Regional Youth Tennis Program
2. 2026 Contingencies (Council) Pueblo County Parks & Rec. - Regional Youth Tennis Program

Docusign Envelope ID: F5D2DE10-698B-824A-81CD-97B887328895

RESOLUTION NO. 16358

A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2026 GENERAL FUND BUDGET TO PUEBLO COUNTY GOVERNMENT DBA PUEBLO COUNTY PARKS & RECREATION IN THE AMOUNT OF $3,000 TO SPONSOR THE PUEBLO REGIONAL YOUTH TENNIS PROGRAM FROM 9:00 TO 10:30 AM AND 6:00 TO 7:30 PM AT THE CITY PARK TENNIS COURTS ON MONDAYS AND 8:00 TO 10:00 AM ON TUESDAYS FROM JUNE 8-JULY 30, 2026

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Payment in the amount of $3,000 from the Council Contingencies Account in the 2026 General Fund Budget is authorized to be paid to Pueblo County Government DBA Pueblo County Parks & Recreation to sponsor the Pueblo Regional Youth Tennis Program from 8:30 to 10:00 AM at the Pueblo County and City of Pueblo Tennis Courts on Mondays and Wednesdays June 8-July 29, 2026.

SECTION 2.

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

SECTION 3.

This Resolution shall become effective upon passage and approval.

INTRODUCED: June 22, 2026

BY: Roger Gomez
MEMBER OF CITY COUNCIL

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

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

Sponsorship Request

05/12/2026 10:20 AM (MDT)

Sponsorship Request

****Please submit requests at least one month in advance to allow for adequate processing time**

Please share the councilor(s) you have reached out to regarding your Sponsorship Request	Councilor Hernandez and Councilor Ruiz-Gomez
Requestor Name	Amanda Hobson
Date	05/12/2026
Requestor Phone	[redacted]
Requestor Email	[redacted]
Business/Organization Name	Pueblo County Parks and Recreation
Organization Website	https://county.pueblo.org/parks-recreation/parks-and-recreation-home
Please share your business or organizations mission/goals	Pueblo County Recreation strives to enhance the quality of life for the community by providing enjoyable, diverse, and affordable parks and recreation programs in a safe, clean, professional environment. Our youth programs will promote and enhance the overall physical, social, and emotional well-being of its participants through a trained and educated staff, while promoting a fun, positive, healthy, and safe environment.
Sponsorship request for	Program
Requested Amount	$3,000
Please share the total cost to host this event last year. (If this is the first time this event has taken place, please provide the estimated total for this year.)	First Year- Estimated cost is to be $10,000
Describe how contribution will be used	This contribution will be used to support a (2) session (Morning/Evening), 8-week youth tennis program. Funding will be utilized for one-time equipment startup costs. Equipment Costs: Tennis Balls, Youth Racquets, Cones, Agility Ladders, Targets, Scoreboards, and Clipboards. If interested, the equipment space can be used as a sponsorship opportunity.

Program Title	Pueblo Regional Youth Tennis Program
Location	Pueblo County and City of Pueblo Tennis Courts
Participation Fee	$60.00
What population does this program serve?	The target audience includes youth ages 5–18, with a primary focus on children and families from disadvantaged, low-income, and underserved communities within Pueblo County and the City of Pueblo who may have limited access to extracurricular sports and recreational programming.
Program Description	The Pueblo County Regional Youth Tennis Program is designed to provide accessible, affordable, and inclusive recreational and youth development opportunities for children and adolescents in the Pueblo region. The program will offer structured tennis instruction, physical activity, mentorship, and life-skills development in a safe and supportive environment. Starting June 8th- July 29th, this 8-week, 2-session (Morning and Evening) structured program of clinics and tennis enrichment activities will provide a youth-based program that aims to promote healthy lifestyles and foster positive social connections among participating youth.
Sponsorship Benefits	Partnership and sponsorship support from the City creates greater opportunities for Pueblo youth by expanding access to safe, affordable, and impactful recreational programming. This collaborative investment strengthens youth development, promotes health and mentorship, and demonstrates a united community commitment to creating brighter futures for underserved youth.
Company/Organization Classification	• Other
If other, please explain	Pueblo County Parks and Recreation
Is your organization currently in good standing with the Secretary of State?	Yes
Have you applied for CSAC funding?	No
What other organizations or entities are you requesting funding from?	Funding has also been requested from the Colorado Youth Tennis Foundation to support program staffing and scholarships.
What population(s) does your organization primarily serve?(multi select)	• Youth • Disadvantaged – low income
How many individuals did your organization serve last year?	Over 2,500+ during the summer season for all summer activities. First year of Pueblo Regional Youth Tennis
Please upload supporting documents such as sponsorship request letter, event flyer etc.	Summer 2026 Youth Regional Tennis.pdf

Payment Details

Make check payable to	Pueblo County Parks and Recreation
Address	1650 Cooper Place Pueblo, CO 81006
Phone Number	719-583-2970

Please note: If the payee listed above is not an established vendor with the City of Pueblo, the City of Pueblo vendor application (found below) must be completed before payment can be processed. If payee is an active vendor with the City of Pueblo, we will confirm the information listed above. If the information does not match our records, it must be updated using the City of Pueblo vendor application (found below) before payment can be processed. Completed vendor forms may be submitted directly to vendorinfo@pueblo.us.

Download the **Vendor Application**

Pueblo Regional Youth Tennis Summer 2026

Mission Statement

Pueblo County Recreation strives to enhance the quality of life for the community by providing enjoyable, diverse, and affordable parks and recreation programs in a safe, clean, professional environment. Our youth programs will promote and enhance the overall physical, social, and emotional well-being of its participants through a trained and educated staff, while promoting a fun, positive, healthy, and safe environment.

Program Overview

A beginner-focused tennis program designed to introduce youth to fundamental skills, sportsmanship, and lifelong recreation. The program emphasizes **fun, skill development, and progression**, with clear pathways for continued participation.

Program Goals

- Build foundational tennis skills (grip, footwork, stroke basics)
- Promote physical activity and healthy lifestyles
- Develop sportsmanship and teamwork
- Create a pipeline into leagues, lessons, and competitive play

Program Structure

Session Format

- **Duration:** 8 weeks per session
- **Frequency:** 2 days per week (Monday & Wednesday)
- **Make-up Day:** Friday
- **Session Length:** 90 minutes

Age Group Breakdown & Curriculum

Ages 5–7 (Red Level)

Focus: Fun, coordination, basic movement

- Equipment: Foam or red low-compression balls, smaller courts
- Skills:
    - Hand-eye coordination
    - Basic forehand/backhand introduction
    - Movement and balance
- Activities:
    - Obstacle courses
    - Target games
    - Partner rally basics

Ages 8–10 (Orange Level)

Focus: Skill development and rallying

- Equipment: Orange balls, modified court
- Skills:
  - Forehand/backhand technique
  - Introduction to serve
  - Rally consistency
- Activities:
  - Cooperative rallies
  - Basic scoring introduction
  - Skill-based games

Ages 11–13 (Green Level)

Focus: Technique refinement and game play

- Equipment: Green dot balls, full/modified court
- Skills:
  - Stroke consistency
  - Serve and return fundamentals
  - Court positioning
- Activities:
  - Live ball drills
  - Intro to match play
  - Strategy basics

Ages 14–18 (Intro to Competitive)

Focus: Game play and strategy

- Equipment: Standard balls, full court
- Skills:
  - Serve consistency
  - Rally control and placement
  - Match scoring and rules
- Activities:
  - Match play
  - Ladder or round-robin play
  - Basic strategy sessions

Daily Session Format

Warm-Up (10–15 min)

- Dynamic stretching
- Movement drills
- Fun group activity

Skill Development (20–30 min)

- Stroke-specific drills
- Repetition and correction

Game-Based Learning (20–30 min)

- Modified games
- Competitive but fun challenges

Cool Down / Review (5–10 min)

- Recap skills
- Sportsmanship emphasis
- Announcements

Staffing Plan

- **Lead Tennis Instructor (1):** Experienced tennis instructor
- **Tennis Instructor (3):**
    - Ratio target: 1 staff per 10 participants (you may tighten this for younger groups)

Equipment Needs

- Tennis balls
- Youth racquets
- Cones, agility ladders, targets
- Scorecards and clipboards

Registration & Pricing Model

- Regular Registration from Friday, May 8 – Friday, May 29
- Late registration Saturday, May 30- Monday, June 8

Scholarships

- Submit scholarship application

Risk Management & Policies

- Participant sign-in/out
- Emergency contact information on file

- Weather policy (heat, lightning, rain)
- Facility rules (align with county standards)
- Code of conduct for players and parents

Marketing Strategy

- Social media (program-specific posts and videos)
- School partnerships
- Flyers at parks and community centers
- Email blasts and registration reminders

Evaluation & Success Metrics

- Enrollment numbers per session
- Retention rate between sessions
- Participant satisfaction surveys
- Skill progression assessments
- Transition into advanced programs or leagues

Program Expansion Opportunities

- Youth tennis leagues
- Family tennis nights
- Camps (summer, spring break)
- Partnerships with schools or USTA programs
- Adaptive tennis programming

Sample Weekly Progression (Beginner Session)

Week 1: Introduction, grip, movement
Week 2: Forehand basics
Week 3: Backhand basics
Week 4: Serving introduction
Week 5: Rally development
Week 6: Game play and scoring
Week 7–8: Match play and mini-tournament

Program details

Registration Dates & Fees:

Registration Open: May 8th-May 29th
Regular registration Fee: $60

Late Registration: May 30th – June 8th
Late Fee is an additional $10 (Total: $70)
City of Pueblo

Time: 8:30am-10:00am

June 8th – July 29

Actual Dates of Program:

Monday	June 8
Wednesday	June 10
Monday	June 15
Wednesday	June 17
Monday	June 22
Wednesday	June 24
Monday	June 29
Wednesday	July 1
Monday	July 6
Wednesday	July 8
Monday	July 13
Wednesday	July 15
Monday	July 20
Wednesday	July 22
Monday	July 27
Wednesday	July 29

Program Expenses

Projected Revenue	Quantity	Unit Price	Shipping	Total
Registration	40 kids	$60.00	$0.00	$2,400.00
Late Registration	2 late charges	$10.00	$0.00	$20.00
			Total	**$2,420.00**

Expected Staff Expenses

Position	Hourly Wage	Weekly Hours-8 weeks	Staff Hours	Total Wage
Tennis Lead	$16.00	4	32	$512.00
Tennis Instructor (3)	$15.50	4	96	$1488.00

Final Staff Expense	**$ 2,000**
Revenue	**$471.52**

Cancellation Policy
Pueblo County Recreation reserves the right to cancel any practice session due to weather conditions, safety concerns, or other unforeseen circumstances. In the event of a cancellation, we will notify parents and participants as soon as possible via email and through our website at RecTech. Every effort will be made to reschedule canceled practices, but refunds will not be issued for canceled sessions. Participants are encouraged to check their email and the website regularly for updates. No refunds will be provided for any cancellations.

Emergency Communication Plan-

In the event of an emergency, staff will assess the situation, ensure participant safety, and administer first aid within the scope of their training. Emergency services will be contacted immediately when necessary. Staff will remain with the participant until assistance arrives and will notify the participant's emergency contact as soon as possible. The Recreation Supervisor will be informed promptly, and an incident report will be completed and submitted for review. A follow-up evaluation will be conducted to assess response effectiveness and identify any necessary improvements.

Severe Weather Procedures
Sudden, severe, and extreme weather are a reality and will, in some way, affect games. It is our goal to always make sure our participants, staff and parents are safe during extreme weather. If hazardous weather occurs at games such as heavy snow fall, bad roads, little visibility etc. We will require the staff and adults to take the appropriate and safe action. Ending games as soon as a decision has been made. Making decisions sooner than later. Not having games at all. Other extreme weather conditions, such as heavy winds, hail, and heavy rain we may suggest staying in the building and not leaving until the storm has passed.

Emergency Procedures During Practice
We value the safety of all our participants and spectators. We will do our best to ensure a safe environment; however, emergencies and accidents are a reality of sports. Injuries will occur and some will be serious enough to require emergency treatment.

In the event of an emergency occurring at practice, the staff must use the following steps:

1. Assess the situation. Remain calm. Administer first aid, only if certified.
2. The staff will stay with the injured player.
3. If additional assistance is needed, the staff will call 911.
4. The staff will contact the players' emergency contact person and inform them of the situation if they are not present.
5. The staff will meet emergency vehicles if necessary.
6. The staff will call the Recreation Supervisor immediately.
7. The Recreation Supervisor will inform the Deputy Director immediately.
8. The staff will complete an Incident/Accident Report Form and submit it to the Recreation Supervisor.
9. Follow up with the player or guardian to ensure everything is okay with the participant.

   It is critical for the staff to have the necessary emergency contact numbers and medical

release forms for their participants in a binder for all games. Staff are responsible for having a first aid kit at all games. The first aid kit should be checked weekly and refilled with necessary items as needed.

Inclusion and Accessibility Statement

Pueblo County Recreation is committed to providing inclusive and accessible programs for all participants. In accordance with the Americans with Disabilities Act, reasonable accommodations will be made to ensure individuals of all abilities have the opportunity to participate. Participants or guardians requesting accommodations are encouraged to contact staff in advance of the program to allow adequate time for coordination. Staff will make every effort to create a welcoming and supportive environment that reflects best practices in inclusive recreation.

Program Evaluation/Closeout Plan

The program will be evaluated through a combination of participant and parent feedback, staff observations, and attendance records. At the end of the program, surveys will be distributed to gather insights on participant satisfaction, skill development, and suggestions for improvement. Staff will review attendance data and observe participant engagement throughout the sessions to assess overall effectiveness. All feedback and data will be compiled into a final report highlighting successes and areas for growth. This report will be used to inform future program planning, ensuring continuous improvement. Additionally, staff and stakeholders will review the outcomes to make any necessary adjustments for upcoming seasons, helping to enhance the program's quality and impact.

DATE	BALANCE IN 2025 CONTINGENCIES ACCOUNT		DEBIT	CREDIT	BALANCE
	Beginning Balance				$ 85,000.00
1/12/26	Catholic Charities - Espiritu Mardi Gras Masquerade		$ 1,000.00		$ 84,000.00
1/26/26	~~Mariposa Center for Safety - 2nd Annual Ode to Chocolate Indulgence~~ *Event Cancelled*		$ 800.00		$ 83,200.00
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2/9/26	Boys & Girls Clubs - Champions of Youth Dinner		$ 1,500.00		$ 80,700.00
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3/23/26	Garcia Foundation - The PLACE		$ 1,000.00		$ 76,200.00
4/13/26	Pueblo Latino Veterans Association - Hispanic Heritage Exhibit		$ 2,500.00		$ 73,700.00
4/13/26	Bits of Freedom - Run for the Roses, Kentucky Derby		$ 2,000.00		$ 71,700.00
4/27/26	Pueblo Conservancy District: Levee Artists - A Meet & Greet		$ 1,000.00		$ 70,700.00
4/27/26	The HARP Foundation - Rollin on The Riverwalk		$ 3,500.00		$ 67,200.00
4/27/26	CSF Fiesta Committee - Scholarship Pageant		$ 2,500.00		$ 64,700.00
4/27/26	El Movimiento Sigue - 56th Annual Cinco de Mayo		$ 2,000.00		$ 62,700.00
5/11/26	Mad Fresh - Summer Hip Hop Festival		$ 2,500.00		$ 60,200.00
5/11/26	Creative Consortium/Friendly Harbor - My Name Is		$ -		$ 60,200.00
5/11/26	Pueblo Library Foundation Booklovers Ball & Summer Reading		$ 2,000.00		$ 58,200.00
6/8/26	Mariposa Center for Safety - Tribute to Women		$ 1,700.00		$ 56,500.00
6/8/26	NALC - 6th Annual Golf Tournament		$ 1,500.00		$ 55,000.00
6/8/26	Pueblo Symphony Assoc. - Pueblo's Fabulous 4th Outdoor		$ 2,500.00		$ 52,500.00
6/8/26	Pueblo Zoo - Zoofari		$ 1,800.00		$ 50,700.00
6/22/26	D60 Summer Musical		$ 2,000.00		$ 48,700.00
6/22/26	Pueblo County Parks & Rec. - Regional Youth Tennis Program		$ 3,000.00		$ 45,700.00

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Background Paper for Proposed Presentation

COUNCIL MEETING DATE: June 22, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Clyde Bishop, City Clerk

FROM: Brett Boston, Councilor

SUBJECT: A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2026 GENERAL FUND BUDGET TO PUEBLO DIVERSIFIED INDUSTRIES IN THE AMOUNT OF $1,500 TO SPONSOR DANCING WITH THE PUEBLO STARZ AT 5:00 PM AT THE PUEBLO CONVENTION CENTER, ON SATURDAY, AUGUST 22, 2026

SUMMARY:

Attached for consideration is a request for support of Pueblo Diversified Industries in the amount of $1,500 to sponsor the Dancing with the Pueblo Starz at 5:00 PM at the Pueblo Convention Center, on Saturday, August 22, 2026.

PREVIOUS COUNCIL ACTION:

Council supported the event in 2016-2019 by purchasing tickets and sponsored this event in 2017 for $600, in 2023 for $1,000, in 2024 for $1,250, and in 2025 for $1,500. Council also sponsored $600 in COVID relief funds in 2020 as they were unable to hold the fundraising event.

BACKGROUND:

City Council Member Brett Boston is requesting $1,500 to sponsor Pueblo Diversified Industries' fundraiser, Dancing with the Pueblo Starz . The event will take place on Saturday, August 22, 2026 at 5:00 PM at the Pueblo Convention Center.

Pueblo Diversified Industries is a 501(c)(3) whose mission is to create pathways of opportunity where people with diverse abilities can thrive through meaningful education, competitive employment, and supportive residential services.

Dancing with the Pueblo Starz is a community-driven fundraising event benefiting Pueblo Diversified Industries, bringing together local leaders, businesses, and

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supporters for an evening of entertainment and philanthropy. Funds raised directly support programs and opportunities that enhance independence and vocational success for individuals in service.

Funds raised at the event will be reinvested directly into programming to enhance opportunities and outcomes for individuals they serve. A key priority is the renovation and modernization of their kitchen space to better support Activities of Daily Living Skills (ADLS), creating a more functional, accessible, and welcoming environment where individuals can build independence through hands-on learning.

In addition, they will begin development of a commercial kitchen designed to support vocational training opportunities. This space will provide practical workforce skill development, helping participants gain meaningful, transferable job skills in food preparation, kitchen operations, safety, and teamwork. By investing in these improvements, DWPS funding will strengthen both daily living supports and pathways to greater independence and employment readiness for those in service.

FINANCIAL IMPLICATIONS

Payment of funds in the amount of $1,500 would be paid from the Council Contingencies Account in the 2026 General Fund Budget to Pueblo Diversified Industries.

BOARD/COMMISSION RECOMMENDATION:

Not applicable.

STAKEHOLDER PROCESS:

Not applicable.

ALTERNATIVES:

City Council could choose not to authorize funding for this purpose.

RECOMMENDATION:

This Resolution is at the request of Council Member Brett Boston.

ATTACHMENTS:

1. Sponsorship Request Packet - PDI Pueblo Diversified Industries - Dancing with the Pueblo Starz
2. SOS - PUEBLO DIVERSIFIED INDUSTRIES PDI - 6.10.26
3. 2026 Contingencies (Council) PDI Pueblo Diversified Industries - Dancing with the Pueblo Starz

Docusign Envelope ID: F5D2DE10-698B-824A-81CD-97B887328895

RESOLUTION NO. 16359

A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2026 GENERAL FUND BUDGET TO PUEBLO DIVERSIFIED INDUSTRIES IN THE AMOUNT OF $1,500 TO SPONSOR DANCING WITH THE PUEBLO STARZ AT 5:00 PM AT THE PUEBLO CONVENTION CENTER, ON SATURDAY, AUGUST 22, 2026

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Payment in the amount of $1,500 from the Council Contingencies Account in the 2026 General Fund Budget is authorized to be paid to Pueblo Diversified Industries to sponsor the Dancing with the Pueblo Starz at 5:00 PM at the Pueblo Convention Center, on Saturday, August 22, 2026.

SECTION 2.

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

SECTION 3.

This Resolution shall become effective upon passage and approval.

INTRODUCED: June 22, 2026

BY: Roger Gomez
MEMBER OF CITY COUNCIL

APPROVED: DocuSigned by: Mark Aliff B7A4F51823AB402...
PRESIDENT OF CITY COUNCIL

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

Sponsorship Request

**Please submit requests at least one month in advance to allow for adequate processing time

Please share the councilor(s) you have reached out to regarding your Sponsorship Request	Brett Boston
Requestor Name	Terri Weldon
Date	05/26/2026
Requestor Phone	[redacted]
Requestor Email	[redacted]
Business/Organization Name	Pueblo Diversified Industries
Organization Website	www.pdipueblo.org
Please share your business or organizations mission/goals	creating pathways of opportunity where people with diverse abilities can thrive through meaningful education, competitive employment, and supportive residential services
Sponsorship request for	Event
Requested Amount	1500.00
Please share the total cost to host this event last year. (If this is the first time this event has taken place, please provide the estimated total for this year.)	64,000.00
Describe how contribution will be used	This year, funds received through DWPS will be reinvested directly into programming to enhance opportunities and outcomes for individuals we serve. A key priority is the renovation and modernization of our kitchen space to better support Activities of Daily Living Skills (ADLS), creating a more functional, accessible, and welcoming environment where individuals can build independence through hands-on learning. In addition, we will begin development of a commercial kitchen designed to support vocational training opportunities. This space will provide practical workforce skill development, helping participants gain meaningful, transferable job skills in food preparation, kitchen operations, safety, and teamwork. By investing in these

	improvements, DWPS funding will strengthen both daily living supports and pathways to greater independence and employment readiness for those in service.
Event Title	Dancing with the Pueblo Starz
Event Date	08/22/2026
Event Time	5:00 PM (MDT)
Event Location	Pueblo Convention Center
Admission to this event is	Paid
IF PAID IS SELECTED Cost of Admission	150.00
Event Description:	Dancing with the Pueblo Starz is a community-driven fundraising event benefiting Pueblo Diversified Industries, bringing together local leaders, businesses, and supporters for an evening of entertainment and philanthropy. Funds raised through sponsorships, table sales, and donations directly support programs and opportunities that enhance independence and vocational success for individuals in service.
Does your organization hold multiple events per year?	Yes
If yes, please list the event titles and a short description.	HOPE on the Greens Golf Tournament, Fall Festival - Free event to the community we put on our property.
Sponsorship Benefits	Reserved table for 8 guests + 2 PDI VIP guests Name listed in printed event program Table Sponsor
Company/Organization Classification	• Non-Profit
Is your organization currently in good standing with the Secretary of State?	Yes
Have you applied for CSAC funding?	Yes
What other organizations or entities are you requesting funding from?	In addition to this funding request, we are actively seeking support through community sponsors, local business partnerships, and individual donors connected to Pueblo Diversified Industries. Funding is also being pursued through table sponsorships, event sponsorships, and community supporters who are invested in expanding opportunities for individuals in service. These collaborative efforts will help support improvements to our ADLS kitchen space and the development of a commercial kitchen for vocational training.
What population(s) does your organization primarily serve?(multi select)	• Persons with disabilities
How many individuals did your organization serve last year?	165in Day program and employed 180 employees on average.

Please upload supporting documents such as sponsorship request letter, event flyer etc.	DWPS26 Flyer (Double-Sided Poster (Portrait)) 2.pdf

Payment Details

Make check payable to	Pueblo Diversified Industries
Address	2828 Granada Blvd Pueblo, CO 81005
Phone Number	719-564-0000

Please note: If the payee listed above is not an established vendor with the City of Pueblo, the City of Pueblo vendor application (found below) must be completed before payment can be processed. If payee is an active vendor with the City of Pueblo, we will confirm the information listed above. If the information does not match our records, it must be updated using the City of Pueblo vendor application (found below) before payment can be processed. Completed vendor forms may be submitted directly to vendorinfo@pueblo.us.

Download the **Vendor Application**

dancing
with the
Pueblo starz
August 22, 2026
Pueblo Convention Center
DOORS OPEN: 4:00 PM
EVENT BEGINS: 5:00 PM
PUEBLO DIVERSIFIED INDUSTRIES
A 1950s night of glamour and jitterbug!

PDI PRESENTS

dancing with the Pueblo starz 2026

Sponsorship Opportunities

Presenting Sponsor - Boogie Woogie — $6,000

Includes all Drink Sponsor benefits, plus:

- Premier table for 16 guests + 4 VIP Guests (front row placement)
- Top billing as Presenting Sponsor on all event materials
- Full-page ad in event program
- Logo on step-and-repeat and main banner
- Verbal recognition throughout the event
- Dedicated social media spotlight (pre- and post-event)
- Custom thank-you plaque

SOLD

Higginbotham™

Drink Sponsor - The Old Fashioned — $5,000

Includes all Gold Sponsor benefits, plus:

- Premier table for 16 guests + 4 VIP Guest
- Recognition as Exclusive Drink Sponsor
- Logo featured on commemorative cups
- Logo at all bar stations
- Additional social media highlight

SOLD

Gold Sponsor - Twist — $4,000

Includes all Silver Sponsor benefits, plus:

- Reserved tables for 16 guests + 4 PDI VIP guests in a premium location
- Half-page ad in the event program
- Logo on select signage and printed materials
- Recognition during the event program and slideshow

Silver Sponsor - Jitter Bug — $2,000

Includes all Diner Booth benefits, plus:

- Reserved table for 8 guests + 2 PDI VIP guests
- 1/4-page ad in the event program
- Name/logo in event program and on slideshow
- Social media mention

Table Sponsor - Juke Box — $1,500

- Reserved table for 8 guests + 2 PDI VIP guests
- Name listed in printed event program

Supporter - Sock Hop — $600

- Name or business listed in printed program
- Recognition on event slideshow

PUEBLO DIVERSIFIED INDUSTRIES

For More Information Contact: Terri Weldon 719-565-6698
Email: terri.weldon@pdipueblo.org

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,

PUEBLO DIVERSIFIED INDUSTRIES, INC.

is a

Nonprofit Corporation

formed or registered on 09/22/1967 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 19871196176 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 06/09/2026 that have been posted, and by documents delivered to this office electronically through 06/10/2026 @ 16:47:35 .

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 06/10/2026 @ 16:47:35 in accordance with applicable law. This certificate is assigned Confirmation Number 18664494 .

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."

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5/11/26	Mad Fresh - Summer Hip Hop Festival		$ 2,500.00		$ 60,200.00
5/11/26	Creative Consortium/Friendly Harbor - My Name Is		$ -		$ 60,200.00
5/11/26	Pueblo Library Foundation Booklovers Ball & Summer Reading		$ 2,000.00		$ 58,200.00
6/8/26	Mariposa Center for Safety - Tribute to Women		$ 1,700.00		$ 56,500.00
6/8/26	NALC - 6th Annual Golf Tournament		$ 1,500.00		$ 55,000.00
6/8/26	Pueblo Symphony Assoc. - Pueblo's Fabulous 4th Outdoor		$ 2,500.00		$ 52,500.00
6/8/26	Pueblo Zoo - Zoofari		$ 1,800.00		$ 50,700.00
6/22/26	D60 Summer Musical		$ 2,000.00		$ 48,700.00
6/22/26	Pueblo County Parks & Rec. - Regional Youth Tennis Program		$ 3,000.00		$ 45,700.00
6/22/26	PDI - Dancing with the Pueblo Starz		$ 1,500.00		$ 44,200.00

Docusign Envelope ID: 1C9F5833-D488-86D4-809A-16467F28E253

City Clerk's Office Item # R1

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: June 22, 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 4.7-ACRES LOCATED AT 3210 W. 31ST ST. FROM AGRICULTURAL (A-1) TO MULTIPLE RESIDENTIAL AND OFFICE (R-5) ZONE DISTRICT

SUMMARY:

Rezone 4.7-acres located at 3210 W. 31st St. from Agricultural (A-1) to Multiple Residential and Office (R-5) Zone District

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The applicant is requesting to rezone the subject property, 3210 W. 31st St., from an Agricultural (A-1) to Multiple Residential and Office (R-5) Zone District. The subject property is just east of N. Pueblo Blvd. and is currently an undeveloped lot. The subject property was annexed into the city in November of 2021 and rezoned Agricultural (A-1) as an interim zoning classification until the time of development, as allowed by the approved Annexation Agreement (A-21-01). In December of 2021 the property was subdivided into two lots, a 13.85-acre lot to facilitate Phase I of the Pueblo Springs Apartments, and a 4.7-acre lot for Phase II of the Pueblo Springs Apartments. Phase I of the apartments was completed in December 2025. The applicant now intends to build Phase II of the Pueblo Springs Apartments on the property, requiring a rezoning to do so.

The area is designated as Urban Residential Future Land Use Category, which allows for garden apartments along collector and arterial roads. The proposed Pueblo Springs Apartments are situated at the southeast corner of W. Pueblo Boulevard, an expressway, and W. 31st St., a collector, and are three stories with ample outdoor recreation amenities. Phase II of the Pueblo Springs Apartments will provide 113

Docusign Envelope ID: 1C9F5833-D488-86D4-809A-16467F28E253

dwelling units within six three-story buildings. The immediate area is now home to several large multifamily developments, Phase I of the Pueblo Springs Apartments, a senior living community, and a market rate apartment complex. The adjacent properties to the south and east are all vacant land and as such there is no negative impact to surrounding residential neighborhoods. The R-5 Zoning and apartment complex are well situated for direct access to Pueblo Boulevard and Highway 50.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their May 13, 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 rezoned in accordance with the Pueblo Municipal Code.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. Z-26-03 Attachments

Docusign Envelope ID: 1C9F5833-D488-86D4-809A-16467F28E253

ORDINANCE NO. 11195

AN ORDINANCE AMENDING ZONING RESTRICTIONS TO REZONE 4.7-ACRES LOCATED AT 3210 W. 31ST ST. FROM AGRICULTURAL (A-1) TO MULTIPLE RESIDENTIAL AND OFFICE (R-5) 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 Agricultural (A-1) to Multiple Residential and Office (R-5) Zone District:

LOT 2 BLK 1 PUEBLO SPRINGS APARTMENTS SUBDIVISION

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 June 08, 2026.

Final adoption of Ordinance by City Council on June 22, 2026.

DocuSigned by:
Mark Aliff
B7A4F51823AB462...
President of City Council

Action by the Mayor:

☒ Approved on 06/24/2026.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

Signed by:
Heather Graham
3A85950B7BCA462...
Mayor

Docusign Envelope ID: 1C9F5833-D488-86D4-809A-16467F28E253

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.

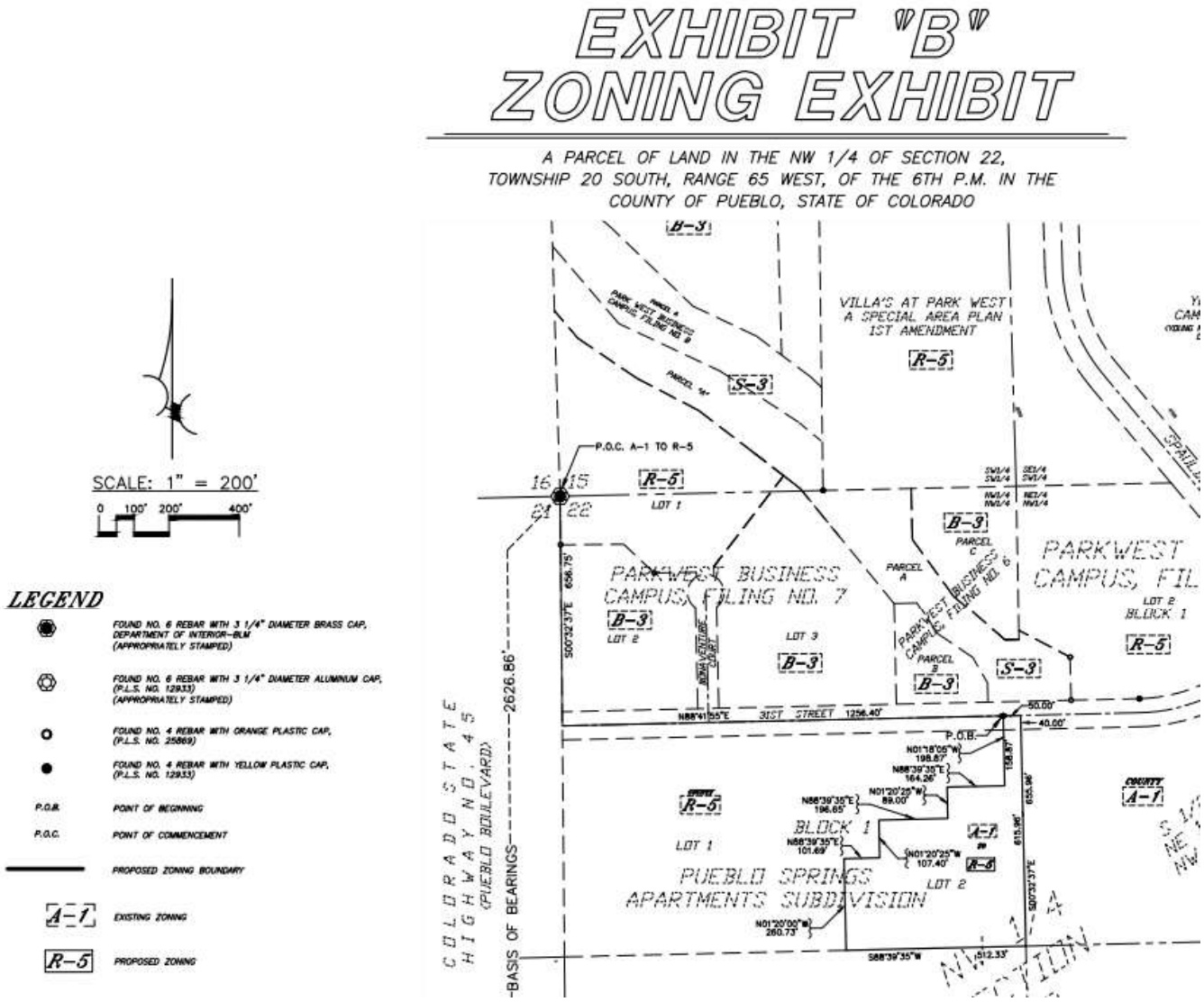
_____
President of City Council

ATTEST

DocuSigned by:
Clyde Bishop
F1C1AF8727B149A...

_____
City Clerk

E. Zoning Exhibit of the Subject Property, 3210 W. 31st St.



F. Application

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Brett Boston
City Council Representative

city of PUEBLO colorado
Planning & Zoning Commission

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

James Salazar

MINUTES OF REGULAR MEETING

City of Pueblo, Colorado
Wednesday, May 13, 2026, 3:30 p.m.
City Council Chambers, 1 City Hall Place

The meeting was called to order at 3:31 pm. with Castellucci presiding.

Commissioners Present: Brett Boston, Mike Castellucci, Patrick Avalos, Alexandra Aznar, Elizabeth Bailey, Cheryl Spinuzzi, and 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; 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 Boston.

Motion Passed: 7-0.

Public Meeting: **HPC-26-01 Historic Landmarking:** A review of the nomination for a local landmark designation of Ianne's Pizzeria located at 515 W Northern Ave. Staff Report by Mikaylin Hackley, Planner

Commission Action: Bailey moved to recommend the Landmark application be forward to City Council second by Avalos.

Motion Passed: 7-0

Public Hearing:

Z-26-03 Rezone: A rezoning of 4.7-acres located at 3210 W. 31st St. from Agricultural (A-1) to Multiple Residential and Office (R-5) Zone District. Staff Report by Riane Ledford, Planner.

Hearing: Applicant Mike Cuppy, NorthStar Engineering 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

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Brett Boston
City Council Representative

city of PUEBLO colorado
Planning & Zoning Commission

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

James Salazar

Z-26-03

TO:	City of Pueblo, Planning and Zoning Commission
FROM:	Riane Ledford, Planner
THROUGH:	Beritt Odom, Director of Planning and Community Development
DATE:	May 13th, 2026
SUBJECT:	Rezone from Agricultural (A-1) to Multiple Residential and Office (R-5) Zone District
APPLICANT:	Nick Krasovic
PROPERTY OWNER:	Emery S. Chukly, Pueblo Springs Apartments LLC.
LOCATION:	3210 W. 31st St. Pueblo, CO. 81008
CONCURRENT REQUESTS:	N/A

REQUEST:
Rezone 4.7-acres located at 3210 W. 31st St. from Agricultural (A-1) to Multiple Residential and Office (R-5) Zone District.

BACKGROUND AND ANALYSIS:

The applicant is requesting to rezone the subject property, 3210 W. 31st St., from an Agricultural (A-1) to Multiple Residential and Office (R-5) Zone District. The subject property is just east of N. Pueblo Blvd. and is currently an undeveloped lot. The subject property was annexed into the city in November of 2021 and rezoned Agricultural (A-1) as an interim zoning classification until the time of development, as allowed by the approved Annexation Agreement (A-21-01). In December of 2021 the property was subdivided into two lots, a 13.85-acre lot to facilitate Phase I of the Pueblo Springs Apartments, and a 4.7-acre lot for Phase II of the Pueblo Springs Apartments. Phase I of the apartments was completed in December 2025. The applicant now intends to build Phase II of the Pueblo Springs Apartments on the property, requiring a rezoning to do so.

The area is designated as Urban Residential Future Land Use Category, which allows for garden apartments (low-rise apartment structures) along collector and arterial roads. The proposed Pueblo Springs Apartments are situated at the southeast corner of W. Pueblo Boulevard, an expressway, and W. 31st St., a collector, and are three stories with ample outdoor recreation amenities. Phase II of the Pueblo Springs Apartments will provide 113 apartment units. The site plan provided shows six three-story buildings for the second phase The apartment complex also has a clubhouse, pool, and walking trails. The immediate area is now home to several large multifamily developments, Phase I of the Pueblo Springs Apartments, a senior living community, and a market rate apartment complex. The adjacent properties to the south and east are all vacant land and as such there is no

negative impact to surrounding residential neighborhoods. The R-5 Zoning and apartment complex are well situated for direct access to Pueblo Boulevard and Highway 50 and easy access to the south, east, and west and keeping high density uses directly along major arterials that can reduce neighborhood congestion.

LAND USE AND PLANNING COMMENTS
CHARACTER AND COMPATIBILITY

Site Character: The subject property is currently undeveloped.

Neighborhood Compatibility:

North	Multiple Residential and Office (R-5) Zone District; Pueblo Springs Apartments
East	County Zoning; Undeveloped land
South	County Zoning; Undeveloped land
West	Multiple Residential and Office (R-5) Zone District; Pueblo Springs Apartments

Comprehensive Plan Compliance: The project site is designated by the Pueblo Comprehensive Plan as "Urban Residential." The Pueblo Comprehensive Plan designation of *Urban Residential* area states neighborhoods are found predominantly within the city limits of Pueblo and the urbanizing areas in the City's immediate periphery. These neighborhoods have a mixture of housing types and neighborhood commercial services. The Comprehensive Plan states further that "zoning for duplexes, garden apartments and small office buildings may be allowed along collector and arterial roads." The proposed rezoning site is located east of N. Pueblo Boulevard, which is an expressway and south of W. 31st Street, which is a Collector Road, meeting the criteria for multifamily residential development within the Urban Residential land use designation. The proposed (R-5), Multiple-Residential and Office District is in conformance with the actual development of the immediate area and in conformance with the Comprehensive plan.

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 Comprehensive Plan 2022 designates the subject property as Urban Neighborhood. The rezoning request furthers the comprehensive plan as it allows for multifamily housing.**

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 applicant proposes implementing Phase II of the Pueblo Springs Apartments, a new apartment use.**

A tentative site plan showing proposed structures, uses, open spaces, facilities for parking and loading and arrangements for pedestrian and vehicular circulation.

❑ Comments **A site plan is attached to the staff report.**

A statement of the proposed time schedule for beginning and completion of development.

❑ Comments **The applicant is estimating that the proposed project will begin in December 2026 and be completed November 2028.**

A statement reasonably indicating the applicant's economic responsibility and capability of accomplishing the development for which a zoning amendment is requested.

❑ Comments **“The applicant acknowledges the economic responsibility and has the capability of accomplishing the development for which the zoning amendment is requested”**

CONTEXT OF ZONE DISTRICT REQUIREMENTS PER §17-4-51(16) OF THE PMC:

Multiple Residential and Office (R-5) Zone District Standards:
The standards of the Multiple Residential and Office (R-5) Zone District are designed to retain and provide areas of high-density multifamily dwelling unit structures with limited commingling of professional offices and studios.

RECOMMENDED ACTION:
If the Planning and Zoning Commission makes the necessary findings, a recommendation to City Council for **approval** of the rezone request is appropriate.

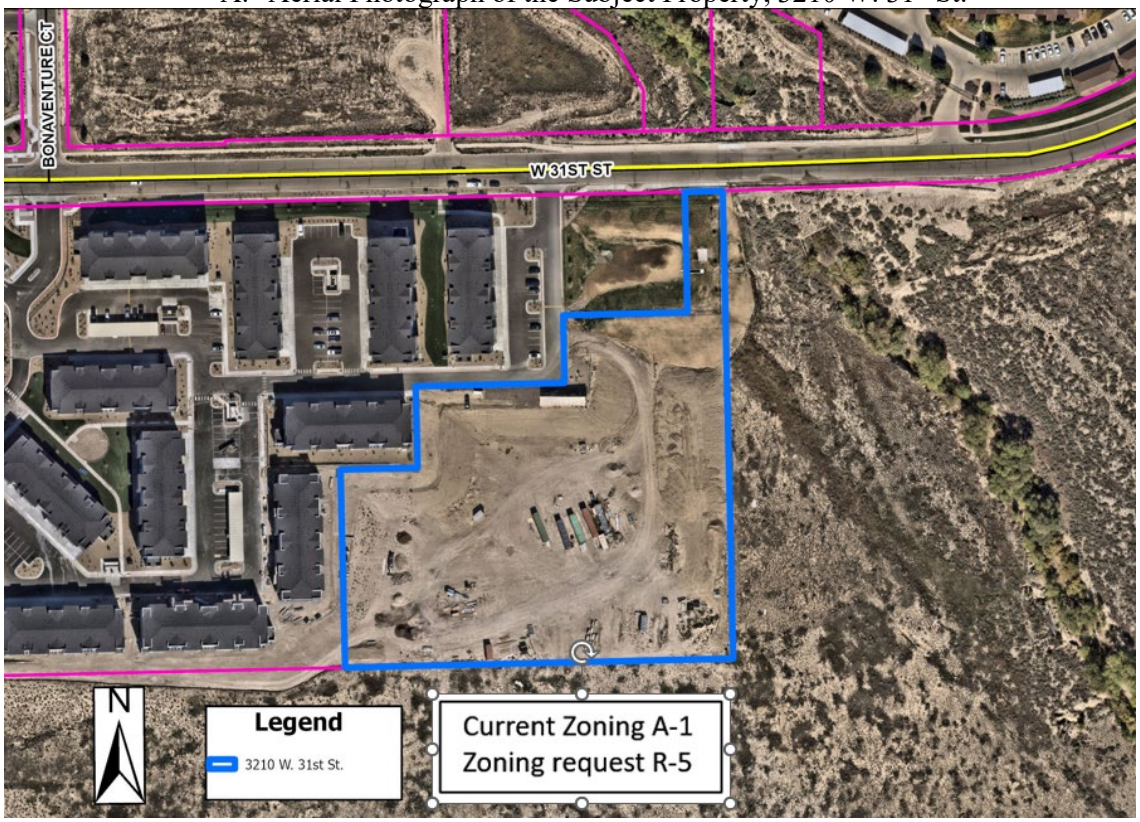
REFERRAL AGENCIES AND COMMENTS:

- 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- See Attached CDOT Memo

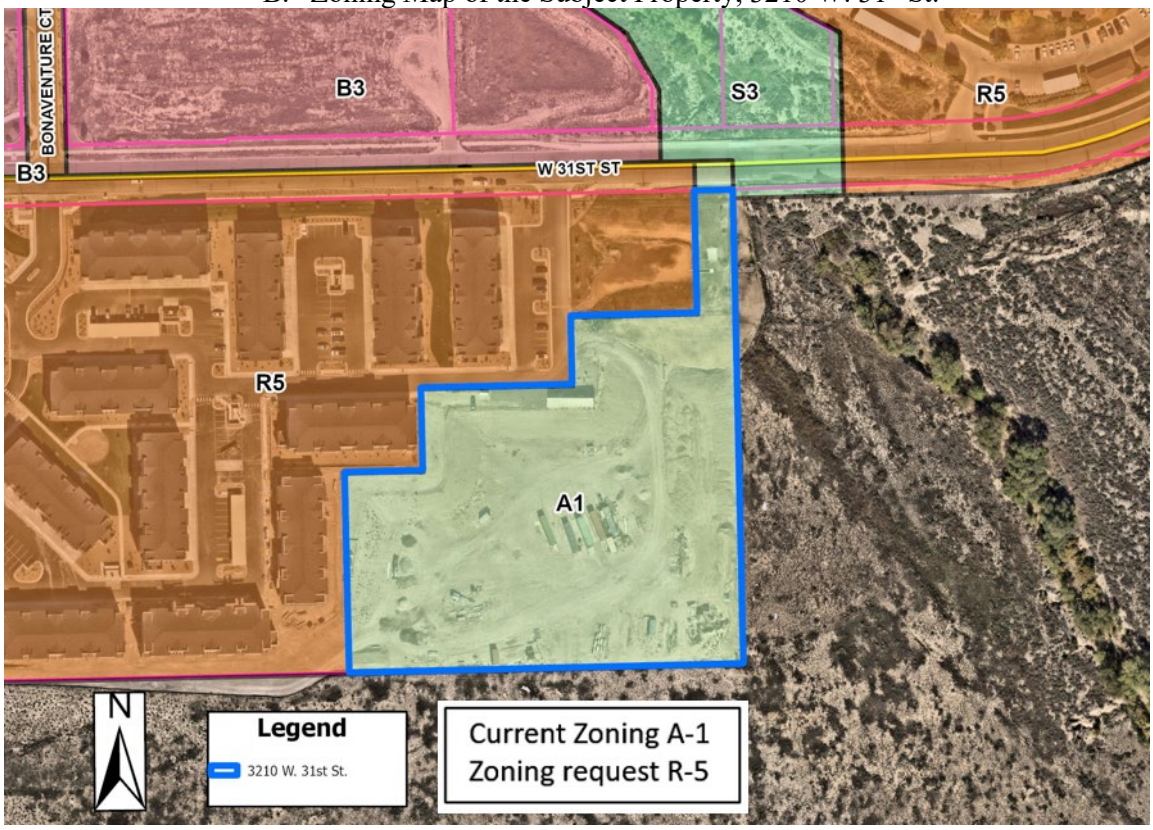
ATTACHMENTS:

A. Aerial Photograph
B. Zoning Map
C. Comprehensive Plan Map
D. Site Photographs
E. Zoning Exhibit
F. Application

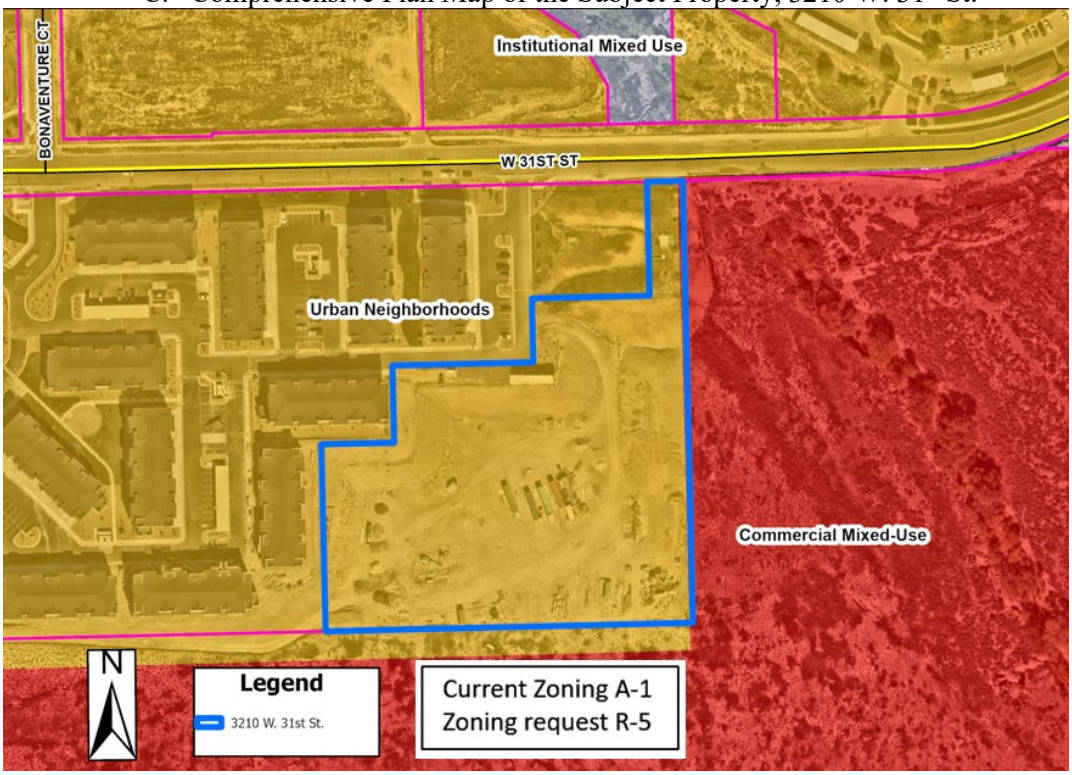
A. Aerial Photograph of the Subject Property, 3210 W. 31st St.



B. Zoning Map of the Subject Property, 3210 W. 31st St.



C. Comprehensive Plan Map of the Subject Property, 3210 W. 31st St.



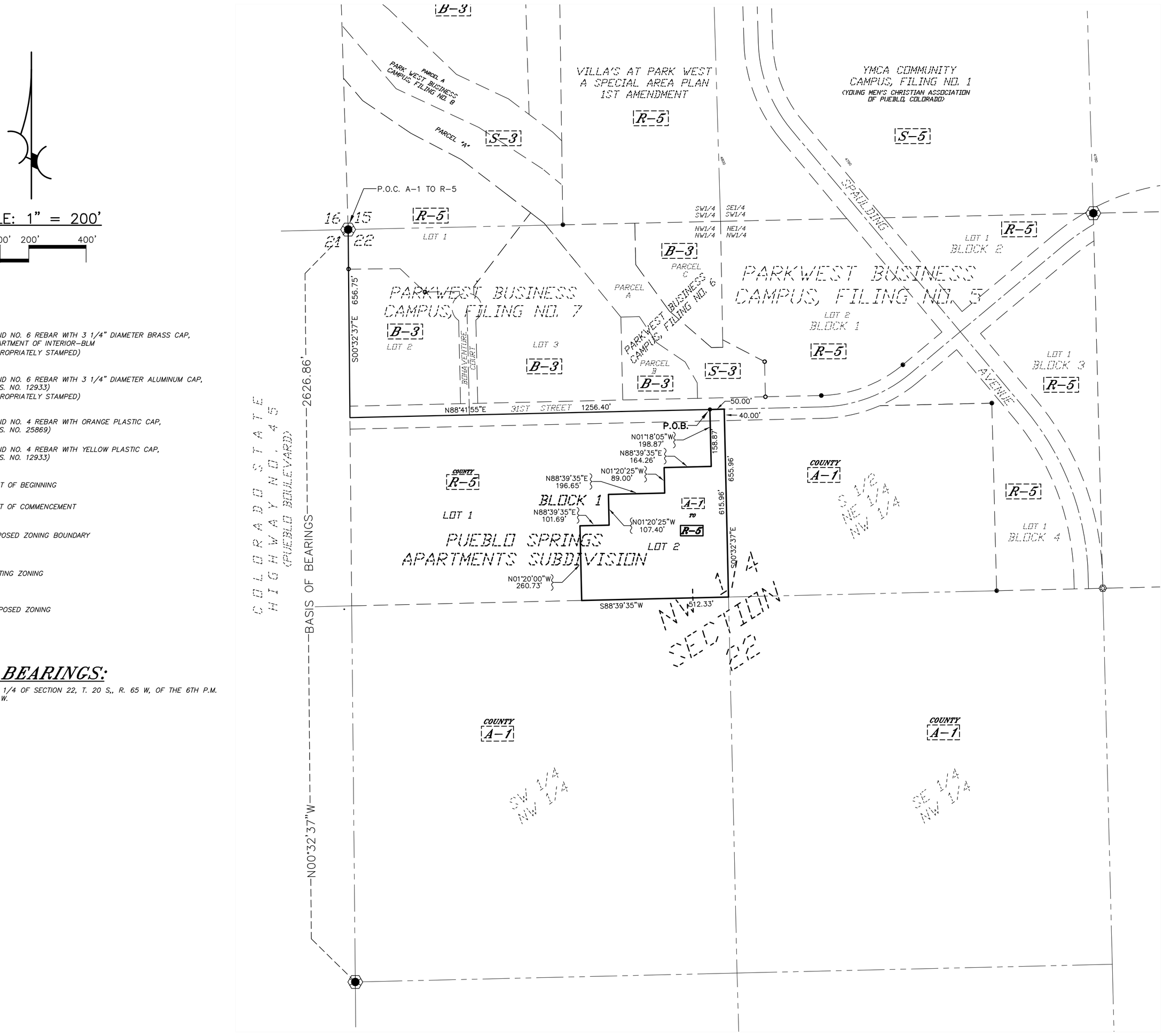
D. Site Photos, Public Notice

EXHIBIT "B"
ZONING EXHIBIT

A PARCEL OF LAND IN THE NW 1/4 OF SECTION 22, TOWNSHIP 20 SOUTH, RANGE 65 WEST, OF THE 6TH P.M. IN THE COUNTY OF PUEBLO, STATE OF COLORADO

SCALE: 1" = 200'

0 100' 200' 400'



LEGEND

- FOUND NO. 6 REBAR WITH 3 1/4" DIAMETER BRASS CAP, DEPARTMENT OF INTERIOR–BLM (APPROPRIATELY STAMPED)
- FOUND NO. 6 REBAR WITH 3 1/4" DIAMETER ALUMINUM CAP, (P.L.S. NO. 12933) (APPROPRIATELY STAMPED)
- FOUND NO. 4 REBAR WITH ORANGE PLASTIC CAP, (P.L.S. NO. 25869)
- FOUND NO. 4 REBAR WITH YELLOW PLASTIC CAP, (P.L.S. NO. 12933)
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- PROPOSED ZONING BOUNDARY
- A-1 EXISTING ZONING
- R-5 PROPOSED ZONING

BASIS OF BEARINGS:

THE WEST LINE OF NW 1/4 OF SECTION 22, T. 20 S,, R. 65 W, OF THE 6TH P.M. TO BEAR N. 00°32'37" W.

LAND DESCRIPTION

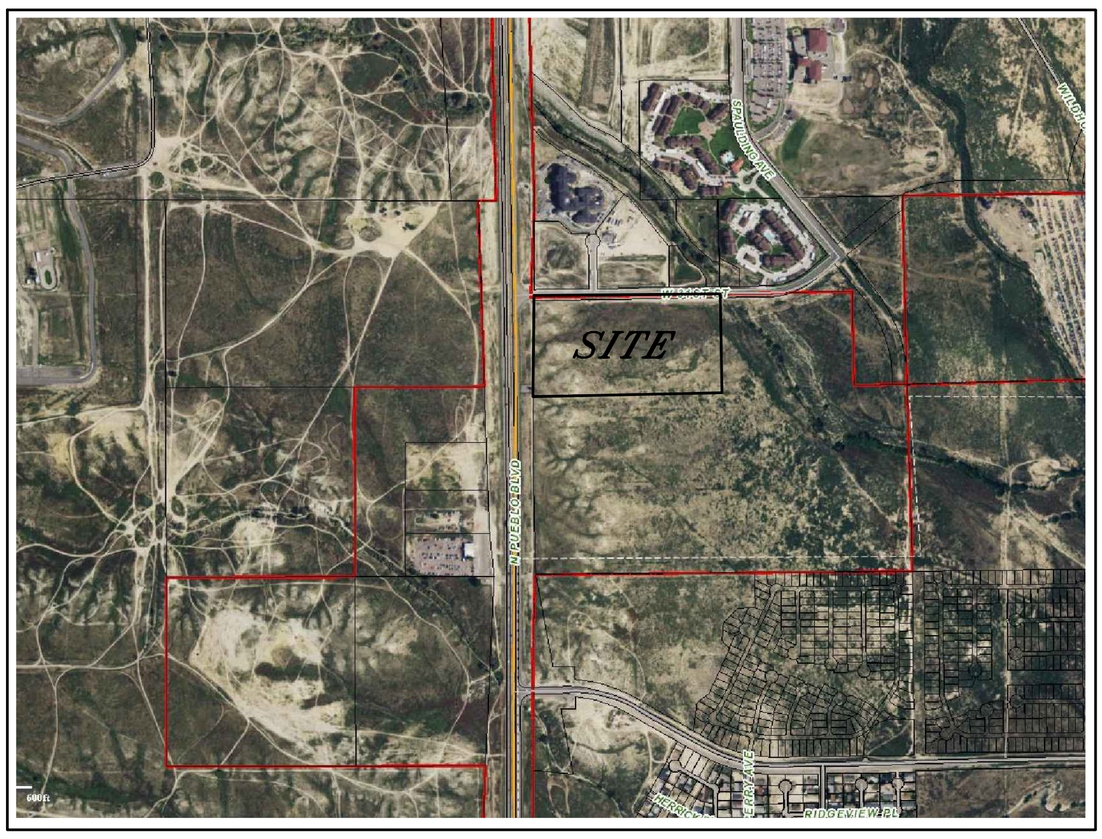
REZONE A–1 TO R–5

A portion of the South one–half of the Northwest one–quarter of the Northwest one–quarter of Section 22, Township 20 South, Range 65 West of the 6th P.M. and a portion of the South one–half of 31st Street as platted in Park West Business Campus, Filing No. 5, according to the recorded plat thereof, as filed for record on May 8, 2008 at Reception No. 1768305 in the County of Pueblo, State of Colorado, being more particularly described as follows:

Basis of Bearings: The West Line of the NorthWest one–quarter of Section 22, Township. 20 South, Range 65 West, of the 6TH Principal Meridian monumented with a number 6 rebar with a 3 1/4 inch diameter Brass Cap, to bear N. 00°32'37" W. and all bearings being relative thereto.

Commencing at Northwest corner of said Section 22, said point being on the west line of Park West Business Campus, Filing No. 7, according to the recorded plat thereof, as filed for record on March 16, 2012 at Reception No. 1901886 in the Pueblo County records and being on the east line of Colorado State Highway No. 45 as presently located; thence S. 00°32'37" E. along said the west line of said Section 22, the west line of said Park West Business Campus, Filing No. 7 and the east line of said Colorado State Highway No. 45, a distance of 656.75 feet to the center of 31st Street; thence N. 88°41'55" E., a distance of 1256.40 feet to the Point of Beginning; thence N. 88°41'55" E., a distance of 50.00 feet; thence S. 00°32'37" E., a distance of 40.00 feet to the northeasterly corner of Lot 2, Block 1 of the Pueblo Springs Apartments Subdivision as filed for record on June 22, 2023 at Reception No. 2316294 in the Pueblo County records; thence S. 00°32'37" E., a distance of 615.96 feet; thence S. 88°39'35" W., a distance of 512.33 feet; thence N. 01°20'00" W., a distance of 260.73 feet; thence N. 88°39'35" E., a distance of 101.69 feet; thence N. 01°20'25" W., a distance of 107.40 feet; thence N. 88°39'35" E., a distance of 196.65 feet; thence N. 01°20'25" W., a distance of 89.00 feet; thence N. 88°39'35" E., a distance of 164.26 feet; thence N. 01°18'05" W., a distance of 198.87 feet to the center of 31st St. and Point of Beginning.

Containing 4.75 acres, more or less.



VICINITY MAP

NOT TO SCALE

PREPARED BY: NORTHSTAR ENGINEERING AND SURVEYING, INC.

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: Emery S. Chukly	
Company: Pueblo Springs Apartments II LLC, a Colorado Limited Liability Company	
Address: 5671 North Oracle Rd, Ste 1102, Tucson, AZ	Zip: 85704
Phone: ( )520-742-2114	Email: echukly@gmail.com
Applicant	
Name: Same as Owner	
Company:	
Address:	Zip:
Phone: ( )	Email:
Person or Firm Representing (If Different From) Owner or Applicant	
Name: Michael Cuppy	
Company: NorthStar Engineering & Surveying Inc.	
Address: 111 E. 5th St., Pueblo, CO	Zip: 81003
Phone: ( )719-544-6823	Email: mcuppy@northstar-co.com
*The **applicant** will be the primary contact unless otherwise noted.*	
Project Location: 31st St, S1/2, NW1/4, N1/4, Sec 22, T20S R65W (address or general description)	
Parcel# 0522005002	
Legal Description: See Attachment	
Subdivision: Pueblo Springs Apartments Sub.	Acreage: 4.70 acres more or less
Existing Zone District: A-1	**Proposed Zone District:** R-5

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 current Lot 2, Block 1 of the Pueblo Springs Apartment Sub. is zoned as a A-1. This rezone to R-5 would allow the remaining property to be developed as apartments which is the current use in Lot 1.

Description of area surrounding proposed development:

The site liews south of the existing 31st St. with the Villas at Parkwest development to the north side of 31st St., Pueblo Blvd. lies to the west and undeveloped rangeland lies to the south and east.

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.

Existing 31st St. has the capacity and utlities to support the remaining development of the Pueblo Springs Apartment. There is existing drainage/detention facilities on site, as well as new drainage systems that will be installed as the time of development.

☑ A tentative site plan showing proposed structures, uses, open spaces, facilities for parking and loading and arrangements for pedestrian and vehicular circulation.

Estimated date for beginning project: December 1 2026

Estimated date for completion of project: November 1 2028

A statement reasonably indicating the applicant's economic responsibility and capability of accomplishing the development for which a zoning amendment is requested.

The applicant acknowledges the economic responsibility and has the capability of accomplishing the development for which the zoning amendment is requested.

☑ CD with DWF and DWG (Autocad) file of all plans and drawings & a PDF of all documents submitted. (**if applicable**)

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

1. Authorized personnel from the City of Pueblo, are hereby granted the right to enter the subject property for the purposes of reviewing and processing the application, including Certificate of Occupancy Inspections.

Office Use Only

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

2. There are no known hazards or vicious animals present on the subject property.
3. All information contained in this application, is true and accurate to the best of my knowledge.
4. The City of Pueblo is under no obligation to approve the request contained in this application. No promises of approval are conveyed with the acceptance of this application.

Property Owner		
Print Name:	EMERY S CHUKLY / MANAGING MEMBER	
Signature:		Date: MARCH 5 2026
Applicant, if different from Property Owner		
Print Name:		
Signature:		Date:

Project Narrative
Pueblo Springs Apartments

The property is currently in the zoned A-1. This zoning map amendment will be the next steps for developing to current Lot 2, Block 1 of the Pueblo Springs Apartments Subdivision. The site lies south of existing 31st Street with the Villas at Parkwest Apartments development adjacent to the north side of 31st Street. The current zone district does not allow the development of multi-family apartments which is the proposed land use for said lot and reason for the zoning map amendment.

LEGEND:

GM GAS METER
WM WATER METER
EM ELECTRIC METER
GV GAS VALVE
ICV IRRIGATION CONTROL VALVE
WV WATER VALVE
FIRE HYDRANT
MH MANHOLE (UNKNOWN)
S SANITARY SEWER MANHOLE
ST STORM SEWER MANHOLE
T TELEPHONE MANHOLE
W WATER MANHOLE
CLEANOUT
LIGHT POLE
POWER POLE

S SANITARY SEWER LINE
ST STORM SEWER LINE
W WATER LINE
E ELECTRIC LINES
G GAS LINE
T TELECOMMUNICATIONS LINES
F FIBER OPTIC LINES
FENCING

4" CONCRETE SIDEWALK
PROPOSED BUILDING
4" HMA OVER 8" ABC

8" REINFORCED CONCRETE WITH NO. 4 REBAR @ 18" O.C. BOTH WAYS. 15' MAX JOINT SPACING. APPLY CONTINUOUS FLEXIBLE COMPOUND BETWEEN ASPHALT AND CONCRETE
6" CONCRETE DRIVE ACCESS. 15' MAX JOINT SPACING. MATCH JOINTS TO BUILDING FOUNDATION
LANDSCAPE AREA

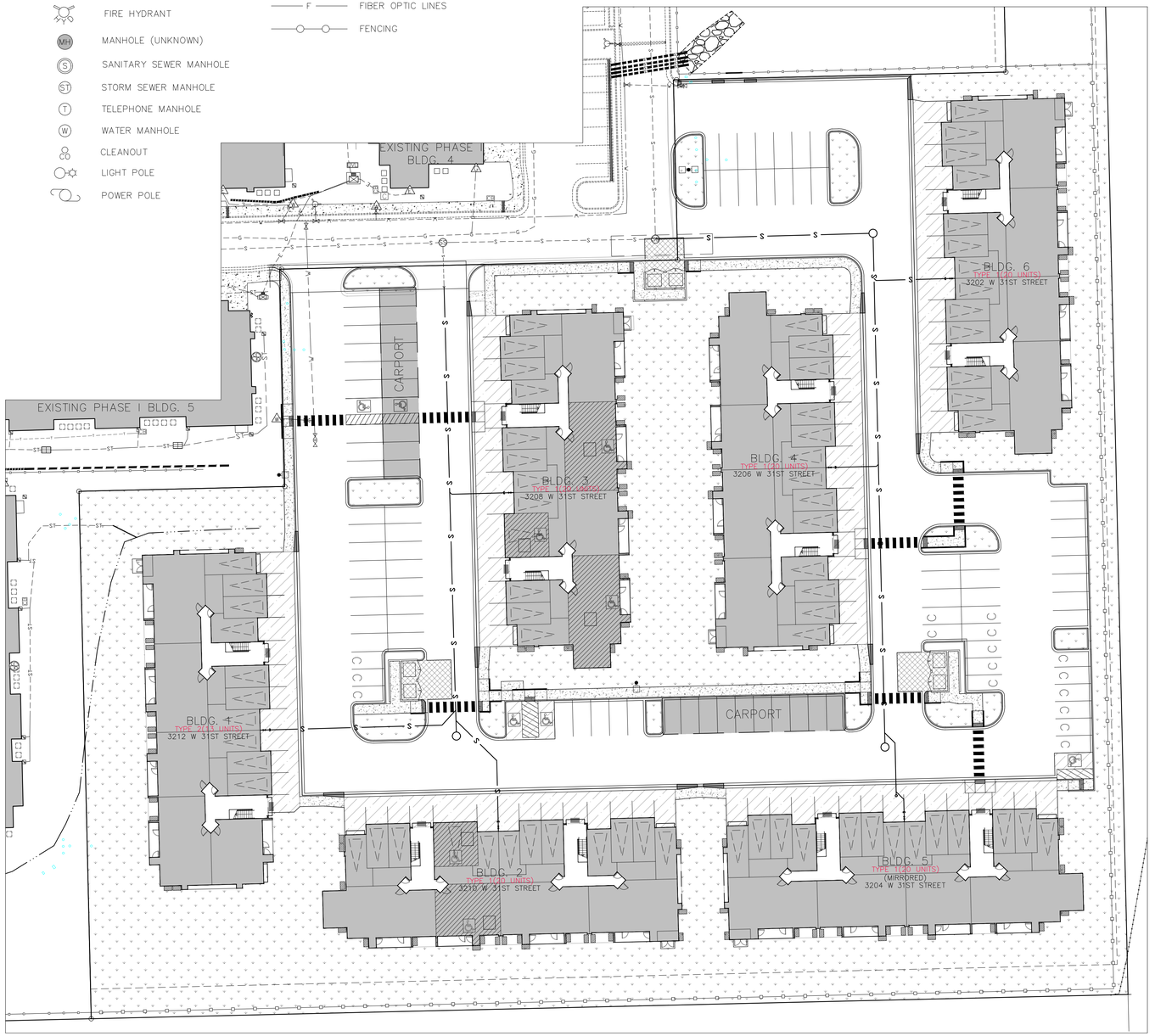


Exhibit “A”

REZONE A-1 TO R-5

A portion of the South one-half of the Northwest one-quarter of the Northwest one-quarter of Section 22, Township 20 South, Range 65 West of the 6th P,M. and a portion of the South one-half of 31st Street as platted in Park West Business Campus, Filing No. 5, according to the recorded plat thereof, as filed for record on May 8, 2008 at Reception No. 1768305 in the County of Pueblo, State of Colorado, being more particularly described as follows:

Basis of Bearings: The West Line of the NorthWest one-quarter of Section 22, Township. 20 South, Range 65 West, of the 6TH Principal Meridian monumented with a number 6 rebar with a 3 1/4 inch diameter Brass Cap, to bear N. 00°32'37" W. and all bearings being relative thereto.

Commencing at Northwest corner of said Section 22, said point being on the west line of Park West Business Campus, Filing No. 7, according to the recorded plat thereof, as filed for record on March 16, 2012 at Reception No. 1901886 in the Pueblo County records and being on the east line of Colorado State Highway No. 45 as presently located; thence S. 00°32’37” E. along said the west line of said Section 22, the west line of said Park West Business Campus, Filing No. 7 and the east line of said Colorado State Highway No. 45, a distance of 656.75 feet to the center of 31st Street; thence N. 88°41’55” E., a distance of 1256.40 feet to the Point of Beginning; thence N. 88°41’55” E., a distance of 50.00 feet; thence S. 00°32’37” E., a distance of 40.00 feet to the northeasterly corner of Lot 2, Block 1 of the Pueblo Springs Apartments Subdivision as filed for record on June 22, 2023 at Reception No. 2316294 in the Pueblo County records; thence S. 00°32’37” E., a distance of 615.96 feet; thence S. 88°39’35” W., a distance of 512.33 feet; thence N. 01°20’00” W., a distance of 260.73 feet; thence N. 88°39’35” E., a distance of 101.69 feet; thence N. 01°20’25” W., a distance of 107.40 feet; thence N. 88°39’35” E., a distance of 196.65 feet; thence N. 01°20’25” W., a distance of 89.00 feet; thence N. 88°39’35” E., a distance of 164.26 feet; thence N. 01°18’05” W., a distance of 198.87 feet to the center of 31st St. and Point of Beginning.

Containing 4.75 acres, more or less.

From: adam.lancaster@state.co.us on behalf of R2_Permits_Access - CDOT , CDOT
To: Riane Ledford
Subject: [External] Re: Z-26-03 Review 3210 W. 31st St.
Date: Thursday, March 19, 2026 9:04:22 PM
Attachments: image001.png

External email. Please use caution.

Riane

The submittals for Pueblo Springs Apartments 3210 W. 31st Street received March 18, 2026 have been reviewed by CDOT Access Management.

Our comments follow:

- Under Section 2.6 Change in Land Use and Access Use of the State Highway Access Code, states the requirements of a new access permit. It states in part that if any significant changes are made or will be made in the use of the property which will affect access operation, traffic volume increases by more than 20% and or vehicle type, the property owner will coordinate with the local authority and the Department to determine if a new access permit and modifications to the access are required.
- A CDOT Access Permit is needed for the intersection of 31st Street & Pueblo Blvd (SH045A). The City of Pueblo has discussed providing a traffic analysis for purposes of permitting all existing and potential uses for highway access at 31st Street.
- No direct access to State Highway 045A will be allowed other than 31st Street.

Thank you

On Wed, Mar 18, 2026 at 4:54 PM Riane Ledford <RLedford@pueblo.us> wrote:

> Hello Reviewers,
>
> Please review the rezoning for 3210 W. 31st St. (Z-26-03) by **April 1st, 2026**.
>
> Open Gov Case: PZ-26-10 Record - OpenGov
>
> Kindly,
>
> **Riane Ledford**
>
> Planner
>
> Planning and Community Development
>
> Main Line: (719)-553-2259

Direct Line: (719)-553-2321

This e-mail transmission (including any attachments) contains information that is confidential and may be legally privileged. It is intended for the use of the addressee only. If you received this e-mail in error, we request that you contact us immediately by telephone or return e-mail, and that you delete this message from your computer. If you are not the intended recipient, please be advised that any dissemination, distribution, or copying of this e-mail is strictly prohibited. [CoP]

--

Access Permits
R2 Traffic & Safety

April 24, 2026

The City Planning and Zoning Commission will hold a public hearing on a request from Nick Krasovic for the approval of the following application:

Z-26-03 Rezone: Rezoning of 4.7 acres located at 3210 W. 31st St. from Agricultural (A-1) Zone District to Multiple Residential and Office (R-5) Zone District.

The Planning and Zoning Commission meeting will be held on **May 13, 2026, at 3:30 p.m.** in City Council Chambers at 1 City Hall Place. The meeting will be recorded and can be viewed via Zoom, but **no testimony will be heard virtually** (Zoom info available at www.pueblo.us/PandZ).

You are welcome to attend this public hearing and express your viewpoint concerning this proposal. Written testimony can also be accepted up to 24 hours before the hearing date. To review the staff report for the proposed application, please visit www.pueblo.us/PandZ and click on "Most Recent Agenda" no sooner than the Friday prior to the hearing. **Please contact the planner listed below if you have questions**.

Beritt Odom, Planning & Community Development Director
By Riane Ledford, Planner
(719) 553-2259

April 24, 2026

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Beritt Odom, Planning & Community Development Director
By Riane Ledford, Planner
(719) 553-2259

CASE NUMBER: Z-26-03

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 3210 W.31st St.. 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.

March 24, 2026
(Date)

PUEBLO PLANNING & ZONING COMMISSION

By: Cindy Capuchin

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 3201 W. 31st St. upon which action is pending as set forth in the Code of Ordinances, Section 17-6-2.

March 2, 2026
(Date)

PUEBLO PLANNING & ZONING COMMISSION

By: Cindy Capuchin

Owner	OwnerStree	OwnerCity	Owr	OwnerZip
C H H LLC	102 N CASCADE AVE STE 250	COLORADC	CO	80903-1409
KAISER FOUNDATION HEALTHPLAN OF COLORADO	10350 E DAKOTA AVE	DENVER	CO	80247-1314
PUEBLO MASTERPLAN COMMUNITIES LLC	1 JUDYS DREAM LN	PUEBLO	CO	81005-8703
PUEBLO SPRINGS APARTMENTS, LLC	5671 N ORACLE RD STE 1102	TUCSON	AZ	85704-3855
QWANZO LLC	102 N CASCADE AVE STE 250	COLORADC	CO	80903-1409
VILLAS AT PARK WEST I LP	1603 LBJ FWY STE 800	DALLAS	TX	75234-6061

Docusign Envelope ID: 06115299-F459-8C89-8018-F15D13014688

City Clerk's Office Item # R2

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: June 22, 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 OF 634 GOODNIGHT AVE FROM SUB-REGIONAL BUSINESS (B-2) ZONE DISTRICT TO SINGLE-FAMILY RESIDENTIAL (R-2) ZONE DISTRICT

SUMMARY:

The applicant is requesting to rezone of 634 Goodnight Ave from Sub-Regional Business (B-2) Zone District to Single-Family Residential (R-2) Zone District.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The subject property, 634 Goodnight Ave., is a 4,968 sq ft former Mennonite Church on a 16,500 sq ft lot, east of City Park, in the Aberdeen Neighborhood. The church was built in 1959 and operated as such until 2023 when the property was purchased by 1Legacy Investments. The subject property was zoned into Sub-Regional Business (B-2) District in early 2025, as that buyer had intended to convert the former church building into an office/studio space. Now, since that change in use never occurred, the property owner is requesting to rezone into a Single-Family Residential (R-2) District in order to convert the commercial building into a single-family home. The surrounding neighborhood is residential, and the intended future land use of the subject property and adjacent block is residential.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their May 13, 2026, Regular Meeting, voted 7-0 to recommend approval.

Docusign Envelope ID: 06115299-F459-8C89-8018-F15D13014688

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 rezoned in accordance with the Pueblo Municipal Code.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. Z-26-04 Attachments

Docusign Envelope ID: 06115299-F459-8C89-8018-F15D13014688

ORDINANCE NO. 11196

AN ORDINANCE AMENDING ZONING RESTRICTIONS TO REZONE OF 634 GOODNIGHT AVE FROM SUB-REGIONAL BUSINESS (B-2) ZONE DISTRICT TO SINGLE-FAMILY RESIDENTIAL (R-2) 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 Sub-Regional Business (B-2) Zone District to Single-Family Residential (R-2) Zone District:

LOTS 1 TO 5 BLK 1 ADAMS SUB

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 June 08, 2026.

Final adoption of Ordinance by City Council on June 22, 2026.

DocuSigned by:
Mark Aliff
B7A4F51823AB402...
President of City Council

Action by the Mayor:

☒ Approved on 06/24/2026.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

Signed by:
Heather Graham
3A85950B7BCA462...
Mayor

Docusign Envelope ID: 06115299-F459-8C89-8018-F15D13014688

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.

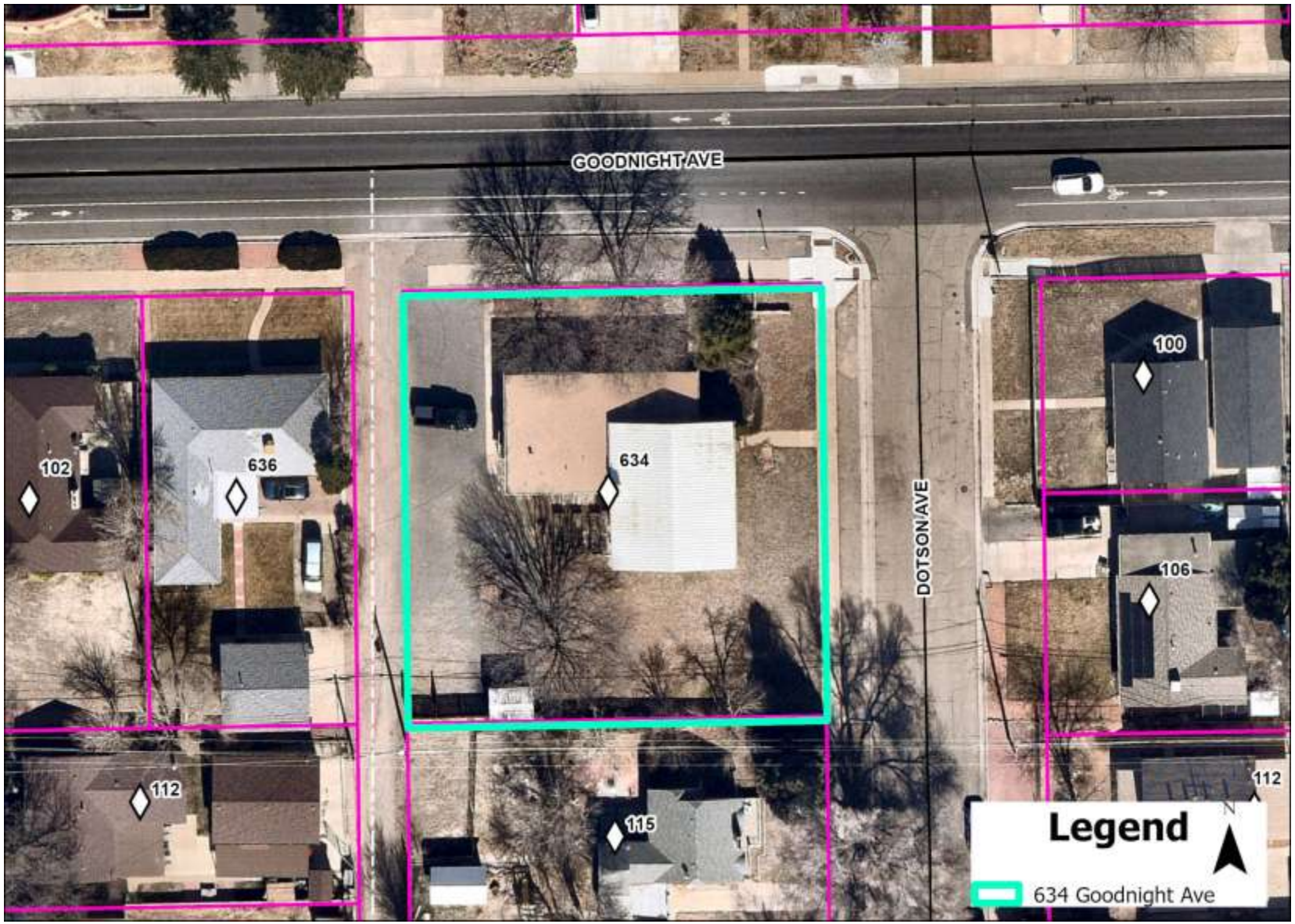
_____
President of City Council

ATTEST

DocuSigned by:
Clyde Bishop
F1C1AF8727B149A...

_____
City Clerk

Rezoning Exhibit for 634 Goodnight Ave
B-2 Zone District to R-2 Zone District



Legal Description: LOTS 1 TO 5 BLK 1 ADAMS SUB

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Brett Boston
City Council Representative

city of PUEBLO colorado
Planning & Zoning Commission

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

James Salazar

MINUTES OF REGULAR MEETING

City of Pueblo, Colorado
Wednesday, May 13, 2026, 3:30 p.m.
City Council Chambers, 1 City Hall Place

The meeting was called to order at 3:31 pm. with Castellucci presiding.

Commissioners Present: Brett Boston, Mike Castellucci, Patrick Avalos, Alexandra Aznar, Elizabeth Bailey, Cheryl Spinuzzi, and 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; 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 Boston.

Motion Passed: 7-0.

Z-26-04 Rezone: A rezoning of 0.38 acres located at 634 Goodnight Ave from Sub-Regional Business (B-2) Zone District to Single-Family Residential (R-2) Zone District. Staff Report by Mikaylin Hackley, Planner.

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

Commission Action: Bailey moved to forward a recommendation of approval to City Council, seconded by Salazar

Motion Passed: 7-0

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Brett Boston
City Council Representative

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

James Salazar

Z-26-04

May 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 634 Goodnight from B-2 to R-2 Zone Districts
APPLICANT:	Gerard Lee Trujillo
PROPERTY OWNER:	Gerard Lee Trujillo
LOCATION:	634 Goodnight Ave., Pueblo, CO 81005
CONCURRENT REQUESTS:	N/A

REQUEST:
A rezoning of 634 Goodnight Ave from Sub-Regional Business (B-2) Zone District to Single-Family Residential (R-2) Zone District

BACKGROUND AND ANALYSIS:

The subject property, 634 Goodnight Ave., is a 4,968 sq ft former Mennonite Church on a 16,500 sq ft lot, east of City Park, in the Aberdeen Neighborhood. The church was built in 1959 and operated as such until 2023 when the property was purchased by 1Legacy Investments. The subject property was zoned into Sub-Regional Business (B-2) District in early 2025, as that buyer had intended to convert the former church building into an office/studio space. Now, since that change in use never occurred, the property owner is requesting to rezone into a Single-Family Residential (R-2) District in order to convert the commercial building into a single-family home.

The surrounding neighborhood is residential, and the intended future land use of the subject property and adjacent block is to remain as a medium-density residential neighborhood. While inspecting the site, staff noted that a short pole sign (pictured in attachments) that once advertised the church was still present on the property, and a temporary banner sign advertising a painting business was hung on the signposts. Off-site advertising and permanent signage are not permitted in an R-2 Zone District, so staff recommends conditioning the rezoning on the removal of the commercial sign to increase the site's compatibility with the surrounding residential neighborhood.

SITE CHARACTER AND COMPATIBILITY

Site Character:

Neighborhood Compatibility:	North:	Single-Family Residential (R-1) Zone District, Developed with single-family homes

East: Single-Family Residential (R-2) Zone District, Developed with single-family homes
South: Single-Family Residential (R-2) Zone District, Developed with single-family homes
West: Single-Family Residential (R-2) Zone District, Developed with single-family homes

Comprehensive Plan Compliance: The subject site is designated by the Pueblo Regional Comprehensive Plan, 2022, as Urban Neighborhood. The Urban Neighborhood classification calls for primary land uses of single-family homes, duplexes, and townhomes and supporting land uses of ADUs, multi-family dwellings, retail and services, and neighborhood 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 rezoning request furthers the goals of the Comprehensive Plan by reusing a vacant church building and converting it into a home, which is consistent with the Urban Neighborhoods land use designation of the property.**

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:

Single-Family Residential (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 subject to the following condition:

1. The freestanding sign on the subject property must be removed prior to Planning approval of a building permit for the change-of-occupancy into a residence.

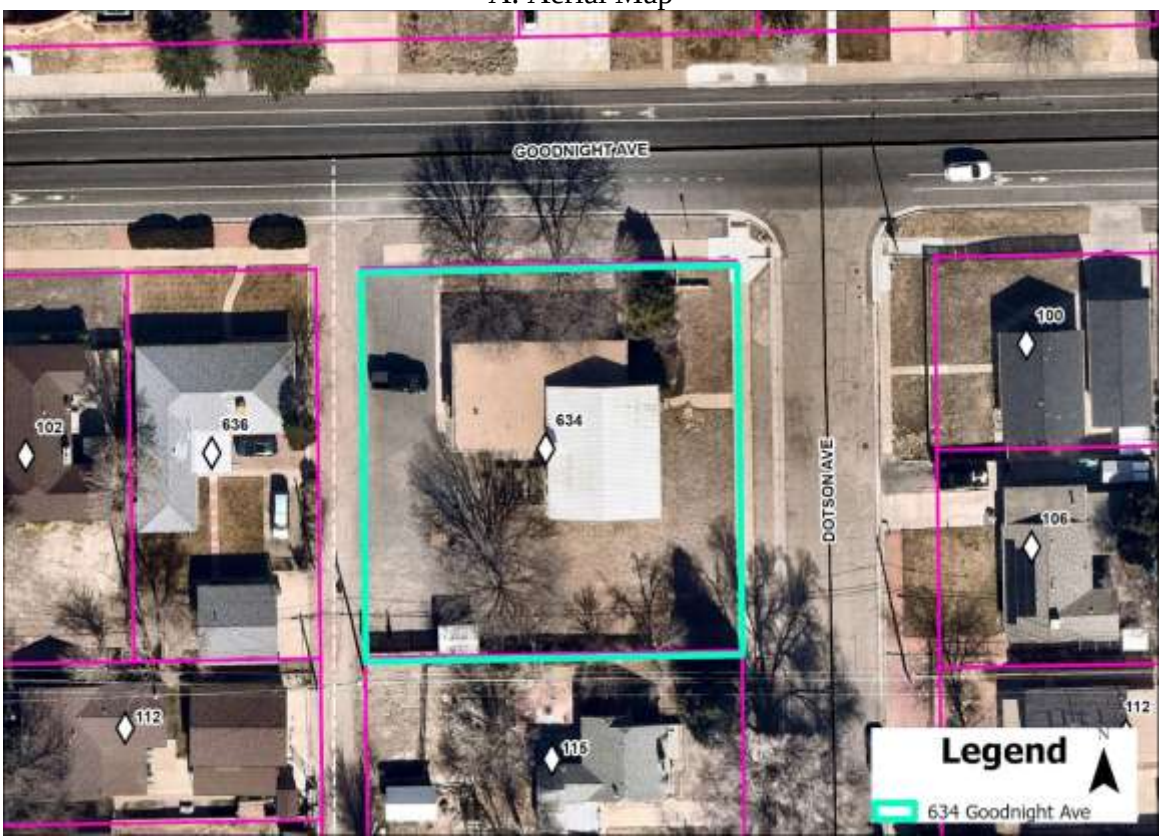
REFERRAL AGENCIES AND COMMENTS:

• City Public Works	No comment
• City Transportation	No comment
• City Law Department	No comment
• Southern Colorado Building Department	Southern Colorado Building Department has no comments currently. The change of the commercial building to residential constitutes a change in occupancy for that building and the project will be required to go through the residential plan review process.
• 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

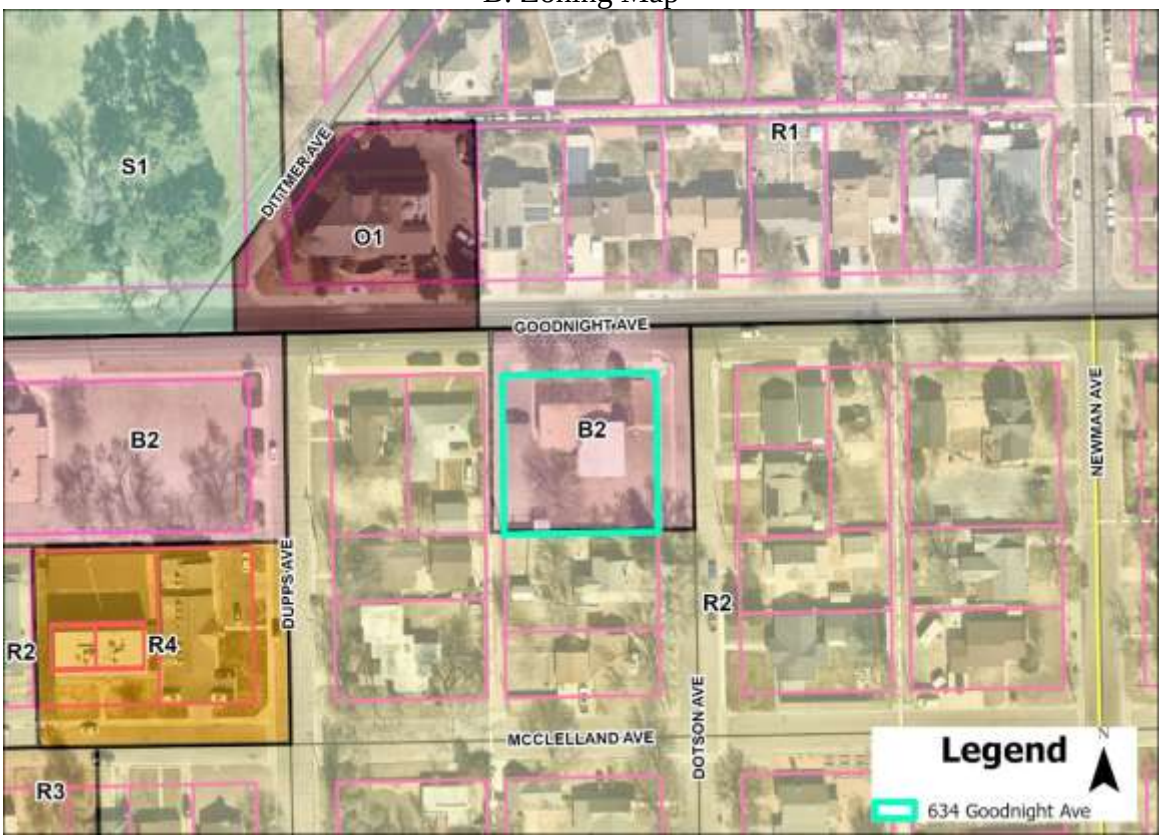
ATTACHMENTS:

A. Aerial Map
B. Zoning Map
C. Comprehensive Plan Map
D. Public Notice Photo
E. Rezoning Exhibit

A. Aerial Map



B. Zoning Map

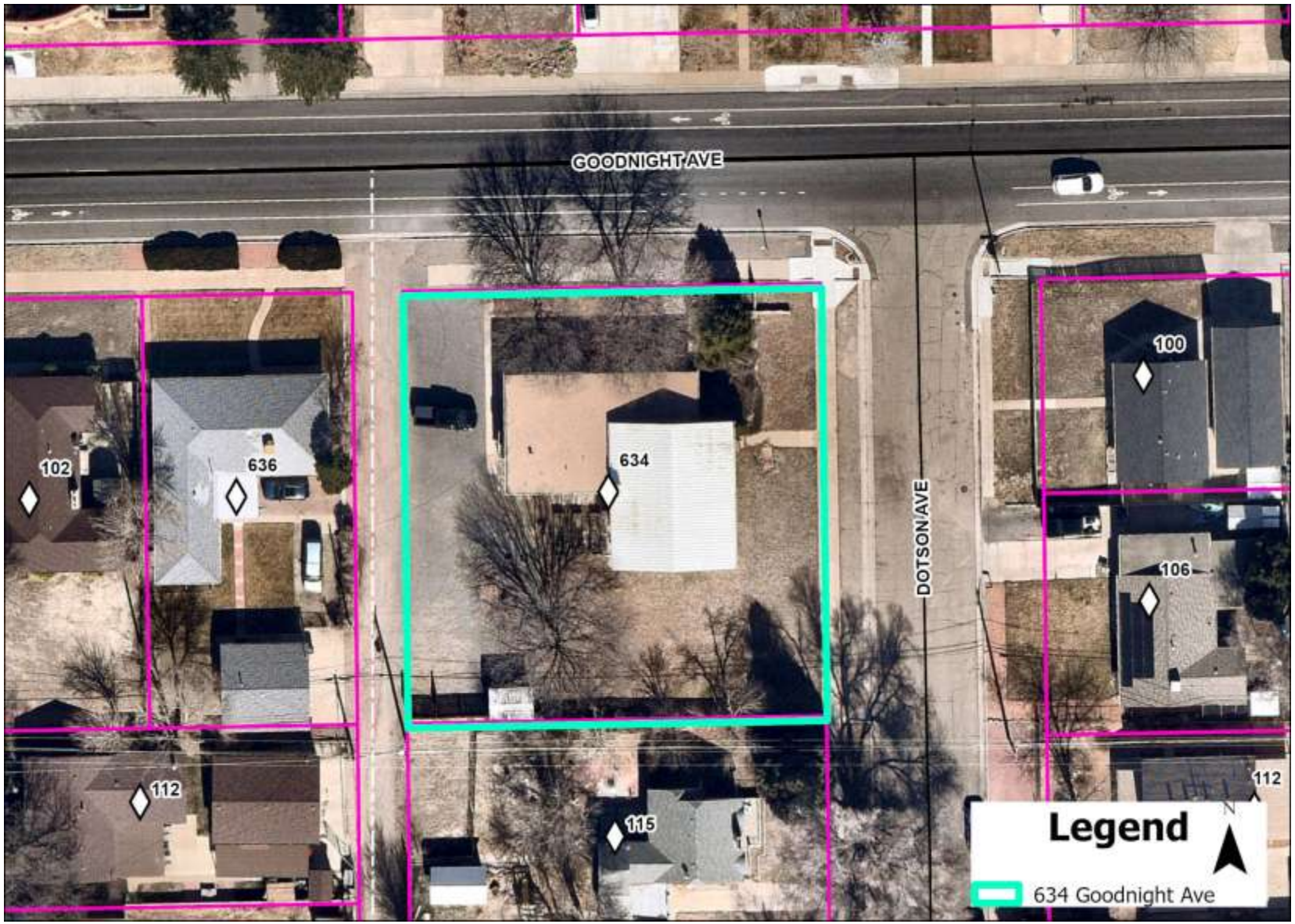


C. Comprehensive Plan Map

D. Public Notice & Site Photos

Colorado Natural
TOP VALUE
PAINTING
AND STAINING
NEED HELP
PAINTING YOUR
HOUSE?
CALL FOR A FREE QUOTE!
719-994-4271

Rezoning Exhibit for 634 Goodnight Ave
B-2 Zone District to R-2 Zone District



Legal Description: LOTS 1 TO 5 BLK 1 ADAMS SUB

Statement of Facts – Justifying the Zone Change

The applicant is requesting a rezoning of the property located at 634 Goodnight Ave, Pueblo, Colorado, back to its original designation of R-2 (Residential), which was recently changed by the prior owner to B-2 (Commercial). The new property owner wishes to occupy the property as his personal residence for his family. The property contains an existing structure that was previously used as a church and is well suited for conversion into a single-family home.

The proposed rezoning is consistent with the City of Pueblo Comprehensive Plan, which encourages reinvestment and residential development within established areas of the city. Repurposing the existing structure will allow the property to be used in a productive manner while maintaining the character of the neighborhood.

The surrounding area consists primarily of residential properties, with some small institutional and commercial uses. The requested R-2 zoning will be compatible with nearby land uses and development patterns.

The proposed project will involve the conversion of the existing building into single-family residential living, with appropriate parking and access maintained on the site. The exterior of the building will largely remain unchanged, minimizing impacts to the surrounding area. No significant environmental, traffic, or infrastructure impacts are anticipated.

Approval of the requested zoning amendment will provide a public benefit by increasing housing availability, encouraging the adaptive reuse of an existing structure, and supporting neighborhood stability and revitalization. The proposed project represents an adaptive reuse of a structure that is currently underutilized, which will preserve the building while providing needed housing and preventing potential vacancy or further deterioration of the property.

Description of Area Surrounding Proposed Development

The surrounding area consists primarily of residential properties, with some small commercial and institutional uses. The requested R-2 zoning will be consistent with nearby residential zoning and will allow the property to integrate with the surrounding neighborhood character.

General Description of the Proposed Development

The existing building on the property will be converted into single-family residential living. The structure will remain largely unchanged externally, aside from improvements intended to bring the property in line with the surrounding beauty and character of the Aberdeen neighborhood, which will include a total exterior makeover, as shown in the picture provided.

Adequate parking will be provided on-site, and existing access points will continue to serve the property. No significant environmental, traffic, or economic impacts are anticipated from the proposed development.

Planning & Zoning Map Amendment Application

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

Property Owner	
Name: Gerard Lee Trujillo	
Company:	
Address: 714 w 9th St	Zip: 81003
Phone: (719) 250-7608	Email: Pueblooautoexperts@gmail.com
Applicant	
Name: Gerard Lee Trujillo	
Company:	
Address: 714 w 9th St	Zip: 81003
Phone: (719) 250 7608	Email: Pueblooautoexperts@gmail.com
Person of Firm Representing Owner or Applicant	
Name:	
Company:	
Address:	Zip:
Phone: ( )	Email:
The applicant will be the primary contact unless otherwise noted.	

Project Location: (address or general description) 634 Goodnight Ave Pueblo CO 81005

Legal Description: Lots 1 TO 5 BLK 1 Adams Sub

Subdivision: Adams Sub Acreage: 0.38

Existing Zone District: B-2 **Proposed Zone District:** R-2

Purpose of this Application:

- [x] 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): _____

(Continue Next Page)

(Continued from previous page)

Statement of Facts:
Justifying the zone change request. Be specific; use additional sheets if necessary.

See Attached

Description of area surrounding proposed development:

See Attached

A general description of the proposed development to the distance which will be affected; such description including subjects of environmental effect, economic effect and traffic effect, if any; and such description carried out in scope and detail to the extent needed to support the requested amendment and as may be required by the Planning and Zoning Commission.

See Attached

☒ 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: 5- 2026

Estimated date for completion of project: 8- 2026

A statement reasonably indicating the applicant's economic responsibility and capability of accomplishing the development for which a zoning amendment is requested.

The applicant has the financial and resources necessary to Complete the proposed residential Conversion and improvements associated with the Project

☐ 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.
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:	Gerard Lee Taylor		
Signature:		Date:	3-6-26
Applicant, if different from Property Owner			
Print Name:			
Signature:		Date:	

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

April 24, 2026

The City Planning and Zoning Commission will hold a public hearing on a request from Gerard Trujillo for the approval of the following application:

Z-26-04 Rezone: Rezoning of 0.38 acres located at 634 Goodnight Ave from Sub-Regional Business (B-2) Zone District to Single-Family Residential (R-2) Zone District.

The Planning and Zoning Commission meeting will be held on **May 13, 2026, at 3:30 p.m.** in City Council Chambers at 1 City Hall Place. The meeting will be recorded and can be viewed via Zoom, but **no testimony will be heard virtually** (Zoom info available at www.pueblo.us/PandZ).

You are welcome to attend this public hearing and express your viewpoint concerning this proposal. Written testimony can also be accepted up to 24 hours before the hearing date. To review the staff report for the proposed application, please visit www.pueblo.us/PandZ and click on "Most Recent Agenda" no sooner than the Friday prior to the hearing. **Please contact the planner listed below if you have questions**.

Beritt Odom, Planning & Community Development Director
By Mikaylin Hackley, Planner
(719) 553-2259

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Beritt Odom, Planning & Community Development Director
By Mikaylin Hackley, Planner
(719) 553-2259

CASE NUMBER: Z-26-04

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 634 Goodnight Ave. to be sent to the attached list of owners of the real property lying within three hundred (300) feet of the said property on which the Zoning Map Amendment is proposed by depositing the same properly addressed and postage paid in the post office, as set forth in the Code of Ordinances, Section 17-6-2.

March 2, 2026
(Date)

PUEBLO PLANNING & ZONING COMMISSION

By: Cindy Capuchin

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 634 Goodnight Ave.. upon which action is pending as set forth in the Code of Ordinances, Section 17-6-2.

March 2, 2026
(Date)

PUEBLO PLANNING & ZONING COMMISSION

By: Cindy Capuchin

Owner	OwnerStree	OwnerCity	Owr	OwnerZip
720 GOODNIGHT LLC	606 W EVANS AVE	PUEBLO	CO	81004-1504
AHLIN LLC	447 ARGYLE AVE	PUEBLO	CO	81004-1012
AUSTIN DARIN A/AUSTIN JACQUEINE J	607 GOODNIGHT AVE	PUEBLO	CO	81005-1224
BARNES CAROLYN E	200 DUPPS AVE	PUEBLO	CO	81005-1221
BAROS RAYMOND LOUIS/BAROS BARBARA JEAN	627 GOODNIGHT AVE	PUEBLO	CO	81005-1224
BIGGERSTAFF D W	PO BOX 7355	PUEBLO W	CO	81007-7355
BOWEN ANGELA J	603 MCCLELLAND AVE	PUEBLO	CO	81005-1226
CATS CHICKENS & JUST FOR FUN TRUST	616 DITTMER AVE	PUEBLO	CO	81005-1212
CESARIO RACHEL LOUISE	204 DOTSON AVE	PUEBLO	CO	81005-1217
CORZINE MEGAN L	210 DOTSON AVE	PUEBLO	CO	81005-1217
DILL DAVID L/RAWLINGS JANE L	624 DITTMER AVE	PUEBLO	CO	81005-1212
DURAN EDWARD G/DURAN ROSE E	621 GOODNIGHT AVE	PUEBLO	CO	81005-1224
FLORES GERARD M	606 DITTMER AVE	PUEBLO	CO	81005-1212
GARLAND LANE PROPERTIES LLC	120 DOTSON AVE	PUEBLO	CO	81005-1215
GONZALES LAFON	310 STARLITE DR	PUEBLO	CO	81005-2683
GUERRERO RUSSELL I/GUERRERO SHANNON R	620 DITTMER AVE	PUEBLO	CO	81005-1212
HALLETT TIMOTHY JAMES / HALLETT BREANNA MONIQUE	602 GOODNIGHT AVE	PUEBLO	CO	81005-1225
HUNDT THERESA A	207 E GALATEA DR	PUEBLO W	CO	81007-2709
JOHNSON WILLIAM T	120 DOTSON AVE	PUEBLO	CO	81005-1215
KNEUPER JENNIFER M / KNEUPER CLETUS PAUL	630 DITTMER AVE	PUEBLO	CO	81005-1212
MARTIN CHARLES A/MARTIN BROOKE SUZANNE/	10957 MIDDLEGATE CT	PEYTON	CO	80831-5049
MC GILL RICHARD ROY	203 DUPPS AVE	PUEBLO	CO	81005-1220
MIGHELL KAREN	111 NEWMAN AVE	PUEBLO	CO	81005-1322
MIKETA GARY A/MIKETA MONICA L	601 GOODNIGHT AVE	PUEBLO	CO	81005-1224
MOBILE HOME COLORADO CITY LLC	2543 W HOUSTOUN WAI	LITTLETON	CO	80120
MYERS TRAVIS	106 DOTSON AVE	PUEBLO	CO	81005-1215
RESIDENCE	PO BOX 432	PUEBLO	CO	81002-0432
PARK MANOR CONDOMINIUMS	UNKNOWN	PUEBLO	CO	
ROSS ADAM J	633 GOODNIGHT AVE	PUEBLO	CO	81005-1224
SAGE PARNERS LLC	5425 NATURE CENTER RI	PUEBLO	CO	81003
SAMUELS WILLIAM G/SAMUELS MARILYN I	91 CORNELL CIR	PUEBLO	CO	81005-1645
SANCHEZ MICHAEL A	100 DOTSON AVE	PUEBLO	CO	81005-1215
SANTOS DAVID F	112 DUPPS AVE	PUEBLO	CO	81005-1219
SMART IRA/SMART ILA/STONE RHONDA K	4282 COUNTY 4 NE	REMER	MN	56672-2403
TRUJILLO FAMILY TRUST	613 GOODNIGHT AVE	PUEBLO	CO	81005-1224
VILLEGAS JESUS V	617 GOODNIGHT AVE	PUEBLO	CO	81005-1224

Docusign Envelope ID: 00846931-1615-8997-8035-09867E2159C5

City Clerk's Office Item # R3

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: June 22, 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 0.37 ACRES LOCATED AT 229 W. 12TH ST. FROM MULTIPLE RESIDENTIAL AND OFFICE DISTRICT (R-5) ZONE DISTRICT TO NEIGHBORHOOD BUSINESS (B-1) ZONE DISTRICT

SUMMARY:

The applicant is requesting to rezone 0.37 acres located at 229 W. 12th St. from Multiple Residential and Office District (R-5) Zone District to Neighborhood Business (B-1) Zone District.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The applicant is requesting to rezone 229 W 12th St., the site of the locally landmarked historic Bowen Mansion, from an R-5 Zone District to a B-1 District in order to convert the existing home into a retail thrift store for clothes and books on floors 1 and 2 and a co-working office space on floor 3. Should this rezoning request be approved, the applicant intends to repair and restore the structure, but no additions to the building footprint or new structures are proposed. The applicant presented staff with their planned scope of work of the restoration and repairs, which intended to preserve the historic integrity of the structure. Any future plans that might “materially alter, restore, construct on, relocate, remove, or in any way significantly change” the historic character of the site will require issuance of a Certificate of Appropriateness from the Historic Preservation Commission.

The property was most recently utilized as an office space for the Pueblo County Planning Department, and offices would remain a use-by-right in the requested B-1 district. Per Sec. 17-4-51 (d) (47), retail sales are permitted in the B-1 district subject to the following conditions:

Docusign Envelope ID: 00846931-1615-8997-8035-09867E2159C5

a. Shall not exceed three thousand two hundred fifty (3,250) square feet in gross floor area.

b. Limited to neighborhood retail uses, as determined by the Administrative Official.

c. Outdoor display, storage, or drop-off facilities are prohibited.

The applicant's proposed business plan does not exceed more than 3,250 sq. ft. of retail space, and staff has determined that a thrift store selling only clothes and books (no furniture or other large secondhand-items items) meets the intent of a neighborhood retail use. Per the off-street parking code, the co-working space and the secondhand retail space would necessitate 21 parking spaces in total, 16 for the retail use and 5 for the office space. The rezoning site contains 18 parking spaces, 2 of which are ADA accessible. The two parcels to the east of the rezoning site will remain under Pueblo County ownership as overflow parking for their nearby civic buildings, but a shared parking agreement has been recorded to accommodate the additional parking spaces required by the rezoning and change in land use.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their May 13, 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 rezoned in accordance with the Pueblo Municipal Code.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. Z-26-05 Attachments

Docusign Envelope ID: 00846931-1615-8997-8035-09867E2159C5

ORDINANCE NO. 11197

AN ORDINANCE AMENDING ZONING RESTRICTIONS TO REZONE 0.37 ACRES LOCATED AT 229 W. 12TH ST. FROM MULTIPLE RESIDENTIAL AND OFFICE DISTRICT (R-5) ZONE DISTRICT TO NEIGHBORHOOD BUSINESS (B-1) 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 Multiple Residential and Office (R-5) Zone District to Neighborhood Business (B-1) Zone District:

LOTS 9, 10, AND 11, BLOCK 11, COUNTY ADDITION TO THE CITY OF PUEBLO, COUNTY OF PUEBLO, STATE OF COLORADO.

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 June 08, 2026.

Final adoption of Ordinance by City Council on June 22, 2026.

DocuSigned by:
Mark Aliff
B7A4F51823AB402...
President of City Council

Docusign Envelope ID: 00846931-1615-8997-8035-09867E2159C5

Action by the Mayor:

☒ Approved on 06/24/2026.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

Signed by:
Heather Graham
3A85950B7BCA402...
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

Zoning Map Amendment Exhibit
Parcels: 0525416005 and 0525416010
Lots 9, 10, and 11, Block 11, County Addition
Address: 229 W 12th St, Pueblo, CO 81003
Existing Zoning: R-5
Proposed Zoning: B-1

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Brett Boston
City Council Representative

city of PUEBLO colorado
Planning & Zoning Commission

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

James Salazar

MINUTES OF REGULAR MEETING
City of Pueblo, Colorado
Wednesday, May 13, 2026, 3:30 p.m.
City Council Chambers, 1 City Hall Place

The meeting was called to order at 3:31 pm. with Castellucci presiding.

Commissioners Present: Brett Boston, Mike Castellucci, Patrick Avalos, Alexandra Aznar, Elizabeth Bailey, Cheryl Spinuzzi, and 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; 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 Boston.

Motion Passed: 7-0.

Public Hearing:

Z-26-05 Rezone: A rezoning of 0.37 acres located at 229 W. 12th St. from Multiple Residential and Office District (R-5) Zone District to Neighborhood Business **(**B-1) Zone District. Staff Report by Mikaylin Hackley, Planner.

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

Commission Action: Bailey motioned to forward a recommendation of approval to City Council, seconded by Boston.

Motion Passed: 7-0

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Brett Boston
City Council Representative

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

James Salazar

Z-26-05

May 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 229 W 12th St. from R-5 to B-1 Zone District
APPLICANT:	Micah Lorenc; Purple Mountain Holdings LLC
PROPERTY OWNER:	Pueblo County
LOCATION:	229 W 12th St., Pueblo, CO 81003
CONCURRENT REQUESTS:	N/A

REQUEST:
A rezoning of 0.37 acres located at 229 W. 12th St. from Multiple Residential and Office District (R-5) Zone District to Neighborhood Business (B-1) Zone District.

BACKGROUND AND ANALYSIS:
The applicant is requesting to rezone 229 W 12th St., the site of the locally landmarked historic Bowen Mansion, from an R-5 Zone District to a B-1 District in order to convert the existing home into a retail thrift store for clothes and books on floors 1 and 2 and a co-working office space on floor 3. Should this rezoning request be approved, the applicant intends to repair and restore the structure, but no additions to the building footprint or new structures are proposed. The applicant presented staff with their planned scope of work of the restoration and repairs, which intended to preserve the historic integrity of the structure. Any future plans that might "materially alter, restore, construct on, relocate, remove, or in any way significantly change" the historic character of the site would require issuance of a Certificate of Appropriateness from the Histoirc Preservation Commission.

The property was most recently utilized as an office space for the Pueblo County Planning Department, and offices would remain a use-by-right in the requested B-1 district. Per Sec. 17-4-51 (d) (47), retail sales are permitted in the B-1 district subject to the following conditions:

a. Shall not exceed three thousand two hundred fifty (3,250) square feet in gross floor area.
b. Limited to neighborhood retail uses, as determined by the Administrative Official.
c. Outdoor display, storage, or drop-off facilities are prohibited.

The applicant's proposed business plan does not exceed more than 3,250 sq. ft. of retail space, and staff has determined that a thrift store selling only clothes and books (no furniture or other large second-items items) meets the intent of a neighborhood retail use. Per off-street parking code, the co-working space and the second-hand retail space would necessitate 21 parking spaces in total, 16 for the retail use and 5 for the office

space. The rezoning site contains 18 parking spaces, 2 of which are ADA accessible. The two parcels to the east of the rezoning site will remain under Pueblo County ownership as overflow parking for their nearby civic buildings, but a shared parking agreement has been drafted to accommodate the additional parking spaces required by the rezoning and change in land use. Staff finds that with this condition addressed, the rezoning of this site into the low-intensity commercial Neighborhood Business (B-1) Zone District is appropriate.

SITE CHARACTER AND COMPATIBILITY

Site Character:

Neighborhood Compatibility:

North: Multiple-Residential and Office (R-5) District, Developed with a medical office building
East: Multiple-Residential and Office (R-5) District, Developed with apartments and a theater
South: Multiple-Residential and Office (R-5) District, Developed with a medical office building
West: Multiple-Residential and Office (R-5) District, Developed with Pueblo County civic buildings

Comprehensive Plan Compliance:

The subject site is designated by the Pueblo Regional Comprehensive Plan, 2022, as Downtown Mixed-Use. The Downtown Mixed-Use classification calls for primary land uses of offices, retail, high-density residences, and public uses, and supporting land uses of cultural facilities, civic spaces, offices, light manufacturing, and public spaces.

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 rezoning request furthers the goals of the Comprehensive Plan as it allows for retail in a currently vacant space in a prominent downtown location.**

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)(15) OF THE PMC:

Neighborhood Business (B-1) Zone District Standards:
Purpose. The standards of this district (B-1) are designed to retain and provide areas for the sale at retail of those convenience type goods and services required by the residents of the immediate neighborhood and for those outlets which by their nature create no nuisances and serve a trade territory of only one (1) neighborhood.

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 subject to the following condition:

1. The shared access and parking agreement between the applicant and Pueblo County must be finalized before presentation to City Council.

REFERRAL AGENCIES AND COMMENTS:

• City Public Works	No comment
• City Transportation	No comment
• City Law Department	No comment
• Southern Colorado Building Department	Southern Colorado Building Department currently has no objections or comments regarding the proposed application. The listed business type(s) on the application constitute a change in use/occupancy for this building and the project will be required to go through the commercial plan review process and routing process.
• City Fire Department	No comment
• City Wastewater	No comment from WW. No flow analysis is required since the building has functioned as a commercial use since 1999

	and the building footprint is not intended to be expanded per the detailed explanation provided by the applicant.
• 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

A. Aerial Map

B. Zoning Map

C. Comprehensive Plan Map

D. Public Notice & Site Photos

Building frontage from 12th St.

Parking area included in rezoning

E. Rezoning Exhibit & F. Supporting Documents

Zoning Map Amendment Exhibit
Parcels: 0525416005 and 0525416010
Lots 9, 10, and 11, Block 11, County Addition
Address: 229 W 12th St, Pueblo, CO 81003
Existing Zoning: R-5
Proposed Zoning: B-1

Planning & Zoning Map Amendment Application

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

Property Owner	
Name: Pueblo County	
Company: Pueblo County Government	
Address: 215 W 10th St. Pueblo, CO	Zip: 81003
Phone: ( )	Email: swearingenz@pueblocounty.us
Applicant	
Name: Micah Lorenc	
Company: Purple Mountain Holdings LLC	
Address: 4145 Jasperwood Ct., Colorado Springs, CO	Zip: 80920
Phone: (210) 417-8178	Email: micahlorenc@gmail.com
Person of Firm Representing Owner or Applicant	
Name: Micah Lorenc	
Company:	
Address:	Zip:
Phone: ( )	Email:
The applicant will be the primary contact unless otherwise noted.	

Project Location: (address or general description) 229 W 12th Street, Pueblo, Colorado

Legal Description: Lots 9, 10, and 11, Block 11, County Addition to the City of Pueblo, Colorado

Subdivision: 60 Central Acreage: 0.363

Existing Zone District: R-5 **Proposed Zone District:** B-1

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):_____

_____

(Continue Next Page)

(Continued from previous page)

Statement of Facts:
Justifying the zone change request. Be specific; use additional sheets if necessary.

The 2022 Future Land Use Map designates the property as Downtown Mixed-Use. This designation supports a mix of retail, office, and residential uses within a pedestrian-oriented downtown setting. Rezoning to B-1 would align the zoning district with the adopted Future Land Use designation and facilitate small-scale commercial activity appropriate to the area.

Description of area surrounding proposed development:

The property is located within the broader downtown area and is surrounded by commercial and institutional uses. Buildings immediately to the north, east, and south are currently utilized for commercial purposes. The proposed B-1 zoning is compatible with the established land use pattern in the immediate area.

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.

The applicant proposes to rehabilitate and adaptively reuse the existing historic structure for a small-format retail space (used bookstore & clothing resale) on two floors, with co-working space on the third floor. The project consists primarily of interior rehabilitation and is not expected to create significant environmental impacts, traffic increases, or high-intensity commercial activity.

☒ 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: July 2026

A statement reasonably indicating the applicant's economic responsibility and capability of accomplishing the development for which a zoning amendment is requested.

The applicant is under contract to purchase the subject property from Pueblo County and is pursuing financing to complete the rehabilitation and adaptive reuse described in this application. The applicant has the financial capacity and organizational resources to undertake the project, including engagement with professional advisors.

❑ 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.
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:	Zach Swearingen	
Signature:		Date: 3-12-2026
Applicant, if different from Property Owner		
Print Name:	Micah Lorenc	
Signature:		Date: 3/8/2026

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

Detailed Explanation of Rezoning Request
229 W 12th Street – Pueblo, Colorado
Parcel No. 05-254-16-005 and 05-254-16-010

Detailed Explanation of Rezoning Request

The applicant requests a Zoning Map Amendment to rezone the property located at 229 W 12th Street (Parcel No. 05-254-16-005 and 05-254-16-010), legally described as Lots 9, 10, and 11, Block 11, County Addition to the City of Pueblo, from R-5 (Multi-Family Residential) to B-1 (Neighborhood Business).

The subject property consists of approximately 0.363 acres and is developed with an existing three-story historic masonry building that has recently functioned in non-residential capacities, including office and governmental use. No expansion of the building footprint or additional site development is proposed. The request is limited to aligning zoning with the intended neighborhood-scale commercial uses within the existing structure.

The proposed use includes small-scale neighborhood retail activity on the first and second floors, limited to a maximum of 3,250 square feet of gross floor area for retail use. Retail uses will be neighborhood-serving in nature and will not include regional draw uses, auto-oriented retail, outdoor display, outdoor storage, or high-intensity commercial activity. The third floor will be utilized as office/co-working space, which is permitted by right within the B-1 Zone District.

The property is located within the City's designated Downtown Mixed-Use future land use area. The requested B-1 zoning classification is consistent with this designation and supports neighborhood-serving commercial activity integrated within an established urban context. The building has functioned in non-residential capacities since 1999 and is not currently operating as multi-family residential. Additionally, the properties immediately north, east, and south of the subject site are developed with commercial or institutional uses, further demonstrating compatibility with the requested zoning designation.

No significant environmental impacts are anticipated, as the proposal involves adaptive reuse of the existing structure with no site expansion. Traffic impacts are expected to be minimal and consistent with typical neighborhood commercial activity. The site has existing access and ample established parking arrangements that will continue to serve the property.

Economically, the proposed rezoning will allow reinvestment into an existing historic structure, activation of currently underutilized space, and modest neighborhood-scale economic activity consistent with surrounding land uses. The request supports adaptive reuse rather than new development and promotes revitalization in the downtown Pueblo area.

For these reasons, the requested B-1 zoning designation is appropriate, compatible with surrounding uses, and consistent with the City's long-term planning objectives.

April 24, 2026

The City Planning and Zoning Commission will hold a public hearing on a request from Micah Lorenc for the approval of the following application:

Z-26-05 Rezone: Rezoning of 0.37 acres located at 229 W. 12th St. from Multiple Residential and Office District (R-5) Zone District to Neighborhood Business (B-1) Zone District.

The Planning and Zoning Commission meeting will be held on **May 13, 2026, at 3:30 p.m.** in City Council Chambers at 1 City Hall Place. The meeting will be recorded and can be viewed via Zoom, but **no testimony will be heard virtually** (Zoom info available at www.pueblo.us/PandZ).

You are welcome to attend this public hearing and express your viewpoint concerning this proposal. Written testimony can also be accepted up to 24 hours before the hearing date. To review the staff report for the proposed application, please visit www.pueblo.us/PandZ and click on "Most Recent Agenda" no sooner than the Friday prior to the hearing. **Please contact the planner listed below if you have questions**.

Beritt Odom, Planning & Community Development Director
By Mikaylin Hackley, Planner
(719) 553-2259

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Beritt Odom, Planning & Community Development Director
By Mikaylin Hackley, Planner
(719) 553-2259

CASE NUMBER: Z-26-05

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 229 W. 12th St.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.

April 24, 2026

PUEBLO PLANNING & ZONING COMMISSION

By: Cindy Capuchin

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 229 W. 12th St.. upon which action is pending as set forth in the Code of Ordinances, Section 17-6-2.

April 24, 2026
(Date)

PUEBLO PLANNING & ZONING COMMISSION

By: Cindy Capuchin

Owner	OwnerStree	OwnerCity	Own	OwnerZip
311 WEST 12TH LLC	311 W 12TH ST	PUEBLO	CO	81003-2812
BOYD ROBERT LYNN	313 W 12TH ST	PUEBLO	CO	81003-2812
CHONG WAI LOONG	1301 N MAIN ST	PUEBLO	CO	81003-3711
DEAN EMILY	315 W 12TH ST	PUEBLO	CO	81003-2812
GARCIA JESSIE K	1201 COURT ST	PUEBLO	CO	81003-2820
HART DALE J/HART CYNTHIA A	1496 3RD RD	PUEBLO W	CO	81007-1039
HART DALE J/HART CYNTHIA A	1496 3RD RD	PUEBLO W	CO	81007-1039
HEAD VICTOR G / BRUNER HEAD EMILY	315 W 12TH ST	PUEBLO	CO	81003-2812
IMPOSSIBLE PLAYERS INC	1201 N MAIN ST	PUEBLO	CO	81003-2827
KAGEY MARY ANN/KAGEY KEVIN E	5931 3R RD	BEULAH	CO	81023-9723
LAKE NACIEMIENTO LTD	200 S WILCOX ST PMB 1	CASTLE RO	CO	80104
MARYE JAMES A	307 W 12TH ST	PUEBLO	CO	81003-2812
MORESCHINI BROTHERS INC	2601 KACHINA DR	PUEBLO	CO	81008-1510
PUEBLO CHILD ADVOCACY CENTER I	301 W 13TH ST	PUEBLO	CO	81003-2701
PUEBLO COUNTY	215 W 10TH	PUEBLO	CO	81003-2945
PUEBLO MEDICAL LLC	20 LAMBRIG WAY	COLORADC	CO	80906-7962
PUEBLORADO VILLA PROFESSIONAL BUILDING LLC	1225 N MAIN STE 207 S	PUEBLO	CO	81003-2827
RAMOS MICHAEL	216 W 13TH ST	PUEBLO	CO	81003-3704
RIVERA ANGEL / RIVERA ANGELINA OTERO	4869 S SICILY ST	CENTENNI/	CO	80015-5551
SANDOVAL JOHN T	323 W ORMAN AVE	PUEBLO	CO	81004-1854
SCHOOL DIST NO 60	315 W 11TH ST	PUEBLO	CO	81003-2804
SENA JAMES M	3812 AUGUSTA LN	PUEBLO	CO	81001-4920
SILVER LINING HOLDINGS, LLC	44 MACARTHUR RD	PUEBLO	CO	81001-1777
TORRES JOHN M/HERNANDEZ PAMELA A	306 W 13TH ST	PUEBLO	CO	81003-2702
U M V + CO LLC	3833 AUGUSTA LN	PUEBLO	CO	81001-4920
VALLEJOS MICHAEL BERT	2019 ELMWOOD LN	PUEBLO	CO	81005-2549
VANDEBURGH BENJAMIN BRIAN / VANDEBURGH HEATHER ANN	223 W 13TH ST	PUEBLO	CO	81003-3703
WILSON DAVID/WILSON DIANE	309 W 13TH ST	PUEBLO	CO	81003-2701

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City Clerk's Office Item # S1

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: June 22, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Clyde Bishop, City Clerk

FROM: Harley Gifford, Deputy City Attorney

SUBJECT: AN ORDINANCE AMENDING TITLE IV OF THE PUEBLO MUNICIPAL CODE BY CREATING A NEW CHAPTER 12 RELATING TO ENERGY CODE; ADOPTING BY REFERENCE THE COLORADO MODEL ELECTRIC READY AND SOLAR READY CODE; AMENDING SECTION 4-1-2 OF THE PUEBLO MUNICIPAL CODE TO ADD THE COLORADO MODEL ELECTRIC READY AND SOLAR READY CODE TO THE LIST OF MINOR OR SECONDARY CODES; AND PROVIDING PENALTIES AND REMEDIES FOR THE VIOLATION THEREOF

SUMMARY:

Attached is an Ordinance amending Title IV of the Pueblo Municipal Code by creating a new Chapter 12 relating to Energy Code, and adopting by reference the Colorado Model Electric Ready and Solar Ready Code. Section 109 (Board of Appeals) of the Colorado Model Electric Ready and Solar Ready Code is not adopted and is expressly deleted, with appeals to be heard by the Building Board of Appeal in accordance with Sections 15(d) and 18 of the Intergovernmental Agreement for the Operation of the Southern Colorado Building Department. The Ordinance also amends Section 4-1-2 of the Pueblo Municipal Code to add the Colorado Model Electric Ready and Solar Ready Code to the list of minor or secondary codes.

This Ordinance is the first of two related Ordinances. A companion Ordinance, to be introduced separately, will repeal the existing local amendments to the 2021 International Energy Conservation Code under Ordinance No. 10466 (May 22, 2023) and re-adopt that code in the new Chapter 12 of Title IV. Adoption of both Ordinances brings the City into compliance with the energy code mandate at C.R.S. § 31-15-602(3.5)(a), which requires municipalities updating any building code between July 1, 2023 and June 30, 2026 to adopt an energy code achieving equivalent or better performance than both the 2021 International Energy Conservation Code and the model electric ready and solar ready code language adopted by the Colorado Energy Code Board.

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PREVIOUS COUNCIL ACTION:

None. The City has not previously adopted the Colorado Model Electric Ready and Solar Ready Code or any predecessor model electric ready or solar ready code.

BACKGROUND:

In 2022, the Colorado General Assembly enacted House Bill 22-1362, codified in part at C.R.S. § 31-15-602(3.5)(a), directing municipalities and counties that update any building code between July 1, 2023 and June 30, 2026 to adopt an energy code achieving equivalent or better energy performance than the 2021 International Energy Conservation Code and the model electric ready and solar ready code language adopted by the Colorado Energy Code Board. The Energy Code Board, established under C.R.S. § 24-38.5-401, adopted the Colorado Model Electric Ready and Solar Ready Code, version 1.0, which the Colorado Energy Office published on June 1, 2023.

The City has not previously adopted the Colorado Model Electric Ready and Solar Ready Code. Adoption of the Model Code by this Ordinance, paired with re-adoption of the 2021 International Energy Conservation Code under the companion Ordinance to be introduced separately, brings the City into compliance with the dual performance requirement of C.R.S. § 31-15-602(3.5)(a). New Section 4-12-3 of the Pueblo Municipal Code adopts the Model Code with three administrative amendments necessary for jurisdiction-specific application: (i) deletion of Section 109 (Board of Appeals), with appeals to the Building Board of Appeal under Sections 15(d) and 18 of the Intergovernmental Agreement for the Operation of the Southern Colorado Building Department; (ii) specification of “City of Pueblo, Colorado” as the jurisdiction name in Section 101.1, and designation of the Building Board of Appeal as the entity authorized to grant waivers under Sections 102.1.2 and 102.2; and (iii) reference to Section 4-12-4 of this Code as the source of fines under Section 108.4. None of these administrative amendments affect the energy performance of the Model Code as adopted, and the Ordinance therefore satisfies the equivalent-or-better-performance standard at C.R.S. § 31-15-602(3.5)(a) with respect to the Model Code component of the dual performance requirement.

The Ordinance follows the procedures for adoption of codes by reference set forth at C.R.S. §§ 31-16-201 through 31-16-208 (“Part 2”), including the dual mayor-and-clerk certification of code copies under C.R.S. § 31-16-206 and the two-publication notice rule under C.R.S. § 31-16-203. The penalty provisions for violation of the Model Code are set forth in full in new Section 4-12-4 of the Pueblo Municipal Code, as required by C.R.S. § 31-16-204.

The new Chapter 12 of Title IV of the Pueblo Municipal Code will be enforced by the Southern Colorado Building Department under the Intergovernmental Agreement for the Operation of the Southern Colorado Building Department, consistent with the Department’s authority to enforce all building codes adopted by the City as set forth in Section 4-1-2 of the Pueblo Municipal Code as amended by Ordinance No. 11082.

FINANCIAL IMPLICATIONS:

Adoption of the Ordinance, together with adoption of the companion Ordinance re-adopting the 2021 International Energy Conservation Code, qualifies the City for grant

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funding under the Colorado Energy Office's building electrification and energy code adoption grant program at C.R.S. § 24-38.5-403, which provides up to two million dollars per qualifying jurisdiction to offset the costs of code adoption and enforcement. The City may apply for grant funding subsequent to adoption of both Ordinances.

The Ordinance imposes no direct cost on the City and no fee changes for permit applicants beyond those independently set by the Southern Colorado Building Commission and approved by the City and Town of Boone under the Intergovernmental Agreement.

BOARD/COMMISSION RECOMMENDATION:

The Southern Colorado Building Department recommends adoption of this Ordinance. Additionally, the code adopted by this Ordinance is the model code the State of Colorado has identified for adoption to comply with C.R.S. § 31-15-602(3.5)(a).

STAKEHOLDER PROCESS:

The Ordinance will be the subject of a public hearing as required by C.R.S. § 31-16-203. Notice of the public hearing will be published twice in a newspaper of general circulation in the City, with the first publication at least fifteen days before the hearing and the second at least eight days before the hearing. A certified true copy of the Colorado Model Electric Ready and Solar Ready Code, signed by the Mayor and the City Clerk, will be filed in the office of the City Clerk at least fifteen days before the public hearing and will be open to public inspection.

ALTERNATIVES:

If this Ordinance is not approved, or if the companion Ordinance re-adopting the 2021 International Energy Conservation Code is not approved, the City will not satisfy the dual performance requirement of C.R.S. § 31-15-602(3.5)(a) and will be ineligible for the Colorado Energy Office grant program at C.R.S. § 24-38.5-403. Continued non-compliance does not carry an immediate penalty under state law but is inconsistent with the City's general obligation under Charter Section 3-5(i) to faithfully execute and comply with all laws of the State of Colorado that apply to the City.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. Ordinance
2. Amended 2021 IECC City of Pueblo

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ORDINANCE NO. 11198

AN ORDINANCE AMENDING TITLE IV OF THE PUEBLO MUNICIPAL CODE BY CREATING A NEW CHAPTER 12 RELATING TO ENERGY CODE; ADOPTING BY REFERENCE THE COLORADO MODEL ELECTRIC READY AND SOLAR READY CODE; AMENDING SECTION 4-1-2 OF THE PUEBLO MUNICIPAL CODE TO ADD THE COLORADO MODEL ELECTRIC READY AND SOLAR READY CODE TO THE LIST OF MINOR OR SECONDARY CODES; AND PROVIDING PENALTIES AND REMEDIES FOR THE VIOLATION THEREOF

WHEREAS, the City of Pueblo, Colorado is a home rule municipality organized and existing under Article XX of the Colorado Constitution, which vests in home rule municipalities plenary authority over matters of local concern, including the adoption and enforcement of building codes; and

WHEREAS, the General Assembly of the State of Colorado enacted House Bill 22-1362 in 2022, codified in part at C.R.S. § 31-15-602(3.5)(a), which requires the governing body of any municipality that updates any building code between July 1, 2023 and June 30, 2026 to adopt an energy code that achieves equivalent or better energy performance than the 2021 International Energy Conservation Code and the model electric ready and solar ready code language adopted by the Colorado Energy Code Board; and

WHEREAS, the Colorado Energy Code Board, established under C.R.S. § 24-38.5-401, adopted the Colorado Model Electric Ready and Solar Ready Code, version 1.0, published June 1, 2023 by the Colorado Energy Office, 1600 Broadway, Suite 1960, Denver, Colorado 80202; and

WHEREAS, the City Council finds it appropriate to adopt the Colorado Model Electric Ready and Solar Ready Code by reference in a new Chapter 12 of Title IV of the Pueblo Municipal Code, in order to satisfy in part the requirement of C.R.S. § 31-15-602(3.5)(a); and

WHEREAS, the City Council finds it appropriate to expressly delete Section 109 (Board of Appeals) of the Colorado Model Electric Ready and Solar Ready Code, with appeals from any decision of the Building Official to be heard by the Building Board of Appeal established under Section 15(d) of the Intergovernmental Agreement for the Operation of the Southern Colorado Building Department in accordance with the procedures set forth in Section 18 of that Agreement, to specify that the placeholder for the adopting jurisdiction in Section 101.1 of the Colorado Model Electric Ready and Solar Ready Code shall be deemed to read “City of Pueblo, Colorado,” to vest the authority to grant waivers under Sections 102.1.2 and 102.2 of the Colorado Model Electric Ready and Solar Ready Code in the Building Board of Appeal, and to specify that the fines referenced in Section 108.4 of the Colorado Model Electric Ready and Solar Ready Code

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shall be as provided in Section 4-12-4 of this Code, none of which administrative amendments affects the energy performance of the code as adopted; and

WHEREAS, the City Council intends to introduce a companion Ordinance to repeal the existing local amendments to the 2021 International Energy Conservation Code under Ordinance No. 10466 and re-adopt that code by reference in the new Chapter 12 of Title IV, in order to fully satisfy the dual performance requirement of C.R.S. § 31-15-602(3.5)(a); and

WHEREAS, the procedures and requirements for adoption of codes by reference set forth at C.R.S. §§ 31-16-201 through 31-16-208 have been complied with, including the filing of a certified true copy of the Colorado Model Electric Ready and Solar Ready Code in the office of the City Clerk at least fifteen days preceding the public hearing on this Ordinance, and the publication of notice of the public hearing twice in a newspaper of general circulation in the City of Pueblo as required by C.R.S. § 31-16-203; and

WHEREAS, the penalty clauses applicable to violations of the code adopted by reference in this Ordinance are set forth in full in this Ordinance, as required by C.R.S. § 31-16-204; NOW, THEREFORE,

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

SECTION 1.

Title IV of the Pueblo Municipal Code is amended by the addition of a new Chapter 12, to read as follows:

Chapter 12 Energy Code
Article I General Provisions

Sec. 4-12-1. Title.

This Chapter shall be known as the "Pueblo Energy Code," may be cited as such, and may be referred to herein as "this Chapter."

Sec. 4-12-2. Reserved.

Sec. 4-12-3. Adoption of Colorado Model Electric Ready and Solar Ready Code by reference.

(a) The Colorado Model Electric Ready and Solar Ready Code, version 1.0, adopted by the Colorado Energy Code Board pursuant to C.R.S. § 24-38.5-401 and published June 1, 2023 by the Colorado Energy Office, 1600 Broadway, Suite 1960, Denver, Colorado 80202, is hereby adopted by reference as a code of the City of Pueblo. One copy of the Colorado Model Electric Ready and Solar Ready Code, certified to be a true copy by the Mayor and the City Clerk, is on file in the office of the City Clerk and is open to public inspection. After the effective date of this Ordinance, a copy may be kept in the office of the Building Official as the chief enforcement officer in lieu of the office of the City Clerk.

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(b) Notwithstanding the adoption by reference in subsection (a), Section 109, entitled "Board of Appeals," of the Colorado Model Electric Ready and Solar Ready Code is not adopted and is expressly deleted. Appeals from any decision of the Building Official under the Colorado Model Electric Ready and Solar Ready Code shall be filed with and decided by the Building Board of Appeal established under Section 15(d) of the Intergovernmental Agreement for the Operation of the Southern Colorado Building Department, in accordance with the procedures set forth in Section 18 of that Agreement.

(c) The name of the jurisdiction for purposes of Section 101.1 of the Colorado Model Electric Ready and Solar Ready Code is "City of Pueblo, Colorado." Waivers permitted under Sections 102.1.2 (natural disaster) and 102.2 (substantial cost differential) of the Colorado Model Electric Ready and Solar Ready Code shall be granted, if at all, by the Building Board of Appeal established under Section 15(d) of the Intergovernmental Agreement for the Operation of the Southern Colorado Building Department, in accordance with the procedures set forth in Section 18 of that Agreement. Fines referenced in Section 108.4 of the Colorado Model Electric Ready and Solar Ready Code shall be as provided in Section 4-12-4 of this Code.

Sec. 4-12-4. Penalties.

(a) Any person, firm, or corporation that violates any provision of the Colorado Model Electric Ready and Solar Ready Code as adopted by this Chapter, or any administrative provision related thereto, commits an offense punishable as provided in Section 1-2-1 of this Code. Each day during which a violation continues constitutes a separate offense.

(b) In addition to the criminal penalties provided in subsection (a), the City Attorney is authorized to institute civil actions for injunctive relief, abatement, or other equitable remedies in any court of competent jurisdiction to compel compliance with this Chapter and the code adopted herein.

(c) The remedies provided in this Section are cumulative, and the exercise of any one or more of them does not constitute a bar to or limitation on the exercise of any other.

Sec. 4-12-5. Responsibility for damages; liability of City.

The provisions of this Chapter and the code adopted by this Chapter shall not release or discharge any person from any liability imposed by law for any injury to persons or damage to property caused by or resulting from the performance or failure to perform work or the furnishing of materials covered by this Chapter. Neither the City, the Department, nor any of their agents or employees shall be held liable for any injury to persons or damage to property by reason of any inspection or failure to perform any inspection authorized or required by this Chapter or the code adopted herein.

Sec. 4-12-6. Enforcement.

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The Building Official, the Building Official's designated representatives, and such building inspectors as the Building Official may appoint, are vested with the authority of a law enforcement officer with respect to enforcing this Chapter and the code adopted herein, including the authority to issue summons and complaints for violations thereof.

SECTION 2.

Section 4-1-2(f) of the Pueblo Municipal Code is amended to read as follows:

(f) *Minor or secondary codes* means any other building code which is adopted by reference, directly or indirectly, in whole or in part by ordinance or by express provisions of a major code including without limitation, the Unsafe Structures Regulations, Chapter 7 of this Title, herein Unsafe Structures Regulations; the International Property Maintenance Code as adopted with amendments by Chapter 1 of Title VIII of this Code, herein International Property Maintenance Code; **[**and**]** the International Energy Conservation Code**; and the Colorado Model Electric Ready and Solar Ready Code as adopted by Chapter 12 of this Title**.

SECTION 3.

The officers and staff of the City are authorized to perform any and all acts consistent with the intent of this Ordinance to effectuate the policies and procedures described herein, including without limitation the certification of a true copy of the Colorado Model Electric Ready and Solar Ready Code by the Mayor and the City Clerk in accordance with C.R.S. § 31-16-206, the publication of notice of the public hearing in accordance with C.R.S. § 31-16-203, and the publication of this Ordinance in full following adoption in accordance with C.R.S. § 31-16-205.

SECTION 4.

This Ordinance shall become effective thirty (30) days after final action by the Mayor and City Council.

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on June 8, 2026.

Final adoption of Ordinance by City Council on June 22, 2026.

DocuSigned by:
Mark Aliff
B7A4F51823AB402...
President of City Council

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Action by the Mayor:

☒ Approved on 06/24/2026.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

Signed by:
Heather Graham
3A85950B7DGA462...
_____
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

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PREFACE

Introduction

The *International Energy Conservation Code*® (IECC®) establishes minimum requirements for energy-efficient buildings using prescriptive and performance-related provisions. It is founded on broad-based principles that make possible the use of new materials and new energy-efficient designs. This 2021 edition is fully compatible with all of the International Codes® (I-Codes®) published by the International Code Council® (ICC®), including the *International Building Code*® (IBC®), *International Existing Building Code*® (IEBC®), *International Fire Code*® (IFC®), *International Fuel Gas Code*® (IFGC®), *International Green Construction Code*® (IgCC®), *International Mechanical Code*® (IMC®), *International Plumbing Code*® (IPC®), *International Private Sewage Disposal Code*® (IPSDC®), *International Property Maintenance Code*® (IPMC®), *International Residential Code*® (IRC®), *International Swimming Pool and Spa Code*® (ISPSC®), *International Wildland-Urban Interface Code*® (IWUIC®), *International Zoning Code*® (IZC®) and *International Code Council Performance Code*® (ICCPC®).

This code contains separate provisions for commercial buildings and for low-rise residential buildings (3 stories or less in height above grade). Each set of provisions, IECC—Commercial Provisions and IECC—Residential Provisions, is separately applied to buildings within its respective scope. Each set of provisions is to be treated separately. Each contains a Scope and Administration chapter, a Definitions chapter, a General Requirements chapter, a chapter containing energy efficiency requirements and an Existing Buildings chapter containing provisions applicable to buildings within its scope.

The I-Codes, including the IECC, are used in a variety of ways in both the public and private sectors. Most industry professionals are familiar with the I-Codes as the basis of laws and regulations in communities across the US and in other countries. However, the impact of the codes extends well beyond the regulatory arena, as they are used in a variety of nonregulatory settings, including:

- Voluntary compliance programs such as those promoting sustainability, energy efficiency and disaster resistance.
- The insurance industry, to estimate and manage risk, and as a tool in underwriting and rate decisions.
- Certification and credentialing of individuals involved in the fields of building design, construction and safety.
- Certification of building and construction-related products.
- US federal agencies, to guide construction in an array of government-owned properties.
- Facilities management.
- “Best practices” benchmarks for designers and builders, including those who are engaged in projects in jurisdictions that do not have a formal regulatory system or a governmental enforcement mechanism.
- College, university and professional school textbooks and curricula.
- Reference works related to building design and construction.

In addition to the codes themselves, the code development process brings together building professionals on a regular basis. It provides an international forum for discussion and deliberation about building design, construction methods, safety, performance requirements, technological advances and innovative products.

Development

This 2021 edition presents the code as originally issued, with changes reflected in the 2000 through 2018 editions and further changes approved through the ICC Code Development Process through 2019. A new edition such as this is promulgated every 3 years.

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This code is founded on principles intended to establish provisions consistent with the scope of an energy conservation code that adequately conserves energy; provisions that do not unnecessarily increase construction costs; provisions that do not restrict the use of new materials, products or methods of construction; and provisions that do not give preferential treatment to particular types or classes of materials, products or methods of construction.

Maintenance

The IECC is kept up to date through the review of proposed changes submitted by code enforcement officials, industry representatives, design professionals and other interested parties. Proposed changes are carefully considered through an open code development process in which all interested and affected parties may participate.

The ICC Code Development Process reflects principles of openness, transparency, balance, due process and consensus, the principles embodied in OMB Circular A-119, which governs the federal government's use of private-sector standards. The ICC process is open to anyone; there is no cost to participate, and people can participate without travel cost through the ICC's cloud-based app, cdpACCESS®. A broad cross-section of interests are represented in the ICC Code Development Process. The codes, which are updated regularly, include safeguards that allow for emergency action when required for health and safety reasons.

In order to ensure that organizations with a direct and material interest in the codes have a voice in the process, the ICC has developed partnerships with key industry segments that support the ICC's important public safety mission. Some code development committee members were nominated by the following industry partners and approved by the ICC Board:

- National Association of Home Builders (NAHB)
- National Multifamily Housing Council (NMHC)

The code development committees evaluate and make recommendations regarding proposed changes to the codes. Their recommendations are then subject to public comment and council-wide votes. The ICC's governmental members—public safety officials who have no financial or business interest in the outcome—cast the final votes on proposed changes.

The contents of this work are subject to change through the code development cycles and by any governmental entity that enacts the code into law. For more information regarding the code development process, contact the Codes and Standards Development Department of the ICC.

While the I-Code development procedure is thorough and comprehensive, the ICC, its members and those participating in the development of the codes disclaim any liability resulting from the publication or use of the I-Codes, or from compliance or noncompliance with their provisions. The ICC does not have the power or authority to police or enforce compliance with the contents of this code.

Code Development Committee Responsibilities (Letter Designations in Front of Section Numbers)

In each code development cycle, proposed changes to this code are considered at the Committee Action Hearings by the applicable International Code Development Committee. The IECC—Commercial Provisions (sections designated with a "C" prior to the section number) are primarily maintained by the Commercial Energy Code Development Committee. The IECC—Residential Provisions (sections designated with an "R" prior to the section number) are maintained by the Residential Energy Code Development Committee. This is designated in the chapter headings by a [CE] and [RE], respectively.

Maintenance responsibilities for the IECC are designated as follows:

[CE] = International Commercial Energy Conservation Code Development Committee

[RE] = International Residential Energy Conservation Code Development Committee

For the development of the 2024 edition of the I-Codes, there will be two groups of code development committees and they will meet in separate years, as shown in the following Code Development Hearings Table.

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Code change proposals submitted for code sections that have a letter designation in front of them will be heard by the respective committee responsible for such code sections. Because different committees hold Committee Action Hearings in different years, proposals for several I-Codes will be heard by committees in both the 2021 (Group A) and the 2022 (Group B) code development cycles.

All code change proposals for the IECC are considered in the Group B hearings.

It is very important that anyone submitting code change proposals understands which code development committee is responsible for the section of the code that is the subject of the code change proposal. For further information on the Code Development Committee responsibilities, please visit the ICC website at www.iccsafe.org/current-code-development-cycle.

CODE DEVELOPMENT HEARINGS

Group A Codes (Heard in 2021, Code Change Proposals Deadline: January 11, 2021)	Group B Codes (Heard in 2022, Code Change Proposals Deadline: January 10, 2022)
International Building Code – Egress (Chapters 10, 11, Appendix E) – Fire Safety (Chapters 7, 8, 9, 14, 26) – General (Chapters 2–6, 12, 27–33, Appendices A, B, C, D, K, N)	Administrative Provisions (Chapter 1 of all codes except IECC, IRC and IgCC; IBC Appendix O; the appendices titled "Board of Appeals" for all codes except IECC, IRC, IgCC, ICCPC and IZC; administrative updates to currently referenced standards; and designated definitions)
International Fire Code	**International Building Code** – Structural (Chapters 15–25, Appendices F, G, H, I, J, L, M)
International Fuel Gas Code	**International Existing Building Code**
International Mechanical Code	**International Energy Conservation Code—Commercial**
International Plumbing Code	**International Energy Conservation Code—Residential** – IECC—Residential – IRC—Energy (Chapter 11)
International Property Maintenance Code	**International Green Construction Code** (Chapter 1)
International Private Sewage Disposal Code	**International Residential Code** – IRC—Building (Chapters 1–10, Appendices AE, AF, AH, AJ, AK, AL, AM, AO, AQ, AR, AS, AT, AU, AV, AW)
International Residential Code – IRC—Mechanical (Chapters 12–23) – IRC—Plumbing (Chapters 25–33, Appendices AG, AI, AN, AP)	
International Swimming Pool and Spa Code	
International Wildland-Urban Interface Code	
International Zoning Code	

Note: Proposed changes to the ICCPC will be heard by the code development committee noted in brackets [ ] in the text of the ICCPC.

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Marginal Markings

Solid vertical lines in the margins within the body of the code indicate a technical change from the requirements of the 2018 edition. Deletion indicators in the form of an arrow (➡) are provided in the margin where an entire section, exception or table has been deleted or an item in a list of items or row of a table has been deleted.

A single asterisk [*] placed in the margin indicates that text or a table has been relocated within the code. A double asterisk [**] placed in the margin indicates that the text or table immediately following it has been relocated there from elsewhere in the code. The following tables indicate such relocations in the 2021 edition of the IECC.

IECC COMMERCIAL RELOCATIONS

2021 LOCATION	2018 LOCATION
C402.2.1.5	C402.2.1.1
C404.6.1.1	C404.7
C405.2.3.1	C405.2.2.2
C405.2.4	C405.2.3
C501.2	C501.4
C503.2.2.1	C401.2.1

IECC RESIDENTIAL RELOCATIONS

2021 LOCATION	2018 LOCATION
Table R402.1.2	Table R402.1.4
Table R402.1.3	Table R402.1.2
R403.3.2	R403.3.7
R403.3.3	R403.3.6
R403.3.3.1	R403.3.6.1
R403.3.4	R403.3.2
R403.3.4.1	R403.3.2.1
R403.3.5	R403.3.3
R403.3.6	R403.3.4
R403.3.7	R403.3.5

Coordination of the International Codes

The coordination of technical provisions is one of the strengths of the ICC family of model codes. The codes can be used as a complete set of complementary documents, which will provide users with full integration and coordination of technical provisions. Individual codes can also be used in subsets or as stand-alone documents. To make sure that each individual code is as complete as possible, some technical provisions that are relevant to more than one subject area are duplicated in some of the model codes. This allows users maximum flexibility in their application of the I-Codes.

Italicized Terms

Terms italicized in code text, other than document titles, are defined in Chapter 2. The terms selected to be italicized have definitions that the user should read carefully to better understand the code. Where italicized, the Chapter 2 definition applies. If not italicized, common-use definitions apply.

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Adoption

The ICC maintains a copyright in all of its codes and standards. Maintaining copyright allows the ICC to fund its mission through sales of books, in both print and electronic formats. The ICC welcomes adoption of its codes by jurisdictions that recognize and acknowledge the ICC's copyright in the code, and further acknowledge the substantial shared value of the public/private partnership for code development between jurisdictions and the ICC.

The ICC also recognizes the need for jurisdictions to make laws available to the public. All I-Codes and I-Standards, along with the laws of many jurisdictions, are available for free in a non-downloadable form on the ICC's website. Jurisdictions should contact the ICC at adoptions@iccsafe.org to learn how to adopt and distribute laws based on the IECC in a manner that provides necessary access, while maintaining the ICC's copyright.

To facilitate adoption, two sections of this code contain blanks for fill-in information that needs to be supplied by the adopting jurisdiction as part of the adoption legislation. For this code, please see:

Section C101.1. Insert: **[NAME OF JURISDICTION]**.

Section R101.1. Insert: **[NAME OF JURISDICTION]**.

Effective Use of the International Energy Conservation Code

The IECC is a model code that regulates minimum energy conservation requirements for new buildings. The IECC addresses energy conservation requirements for all aspects of energy use in both commercial and residential construction, including heating and ventilating, lighting, water heating, and power usage for appliances and building systems.

The IECC is a design document. For example, before one constructs a building, the designer must determine the minimum insulation *R*-values and fenestration *U*-factors for the building exterior envelope. Depending on whether the building is for residential use or for commercial use, the IECC sets forth minimum requirements for exterior envelope insulation, window and door *U*-factors and SHGC ratings, duct insulation, lighting and power efficiency, and water distribution insulation.

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ARRANGEMENT AND FORMAT OF THE 2021 IECC

The IECC contains two separate sets of provisions—one for commercial buildings and one for residential buildings. Each set of provisions is applied separately to buildings within their scope. The IECC—Commercial Provisions apply to all buildings except for residential buildings three stories or less in height. The IECC—Residential Provisions apply to detached one- and two-family dwellings and multiple single-family dwellings as well as Group R-2, R-3 and R-4 buildings three stories or less in height. These scopes are based on the definitions of "Commercial building" and "Residential building," respectively, in Chapter 2 of each set of provisions. Note that the IECC—Commercial Provisions therefore contain provisions for residential buildings four stories or greater in height.

The following table shows how the IECC is divided. The ensuing chapter-by-chapter synopsis details the scope and intent of the provisions of the IECC.

Chapter Topics

Chapter	Subjects
1–2	Administration and definitions
3	Climate zones and general materials requirements
4	Energy efficiency requirements
5	Existing buildings
6	Referenced standards
CA	Board of appeals
CB	Solar-ready zone
CC	Net zero energy

Chapter 1 Scope and Administration

Chapters 1 [CE] and 1 [RE] contain provisions for the application, enforcement and administration of subsequent requirements of the code. In addition to establishing the scope of the code, Chapter 1 identifies which buildings and structures come under its purview. Chapter 1 is largely concerned with maintaining "due process of law" in enforcing the energy conservation criteria contained in the body of this code. Only through careful observation of the administrative provisions can the code official reasonably expect to demonstrate that "equal protection under the law" has been provided.

Chapter 2 Definitions

Terms that are defined in the code are listed alphabetically in Chapters 2 [CE] and 2 [RE]. While a defined term may be used in one chapter or another, the meaning provided in Chapter 2 is applicable throughout the code.

Additional definitions regarding climate zones are found in Tables C301.3 and R301.3. These are not listed in Chapter 2.

Where understanding of a term's definition is especially key to or necessary for understanding of a particular code provision, the term is shown in italics. This is true only for those terms that have a meaning that is unique to the code. In other words, the generally understood meaning of a term or phrase might not be sufficient or consistent with the meaning prescribed by the code; therefore, it is essential that the code-defined meaning be known.

Guidance regarding tense, gender and plurality of defined terms as well as guidance regarding terms not defined in this code is provided.

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Chapter 3 General Requirements

Chapters 3 [CE] and 3 [RE] specify the climate zones that will serve to establish the exterior design conditions. In addition, Chapter 3 provides interior design conditions that are used as a basis for assumptions in heating and cooling load calculations, and provides basic material requirements for insulation materials and fenestration materials. Climate has a major impact on the energy use of most buildings. The code establishes many requirements such as wall and roof insulation *R*-values, window and door thermal transmittance (*U*-factors) and provisions that affect the mechanical systems based on the climate where the building is located. This chapter contains information that will be used to properly assign the building location into the correct climate zone and is used as the basis for establishing or eliminating requirements.

Chapter 4 Energy Efficiency

Chapter 4 [CE] contains the energy-efficiency-related requirements for the design and construction of most types of commercial buildings and residential buildings greater than three stories in height above grade. This chapter defines requirements for the portions of the building and building systems that impact energy use in new commercial construction and new residential construction greater than three stories in height, and promotes the effective use of energy. In addition to energy conservation requirements for the building envelope, this chapter contains requirements that impact energy efficiency for the HVAC systems, the electrical systems and the plumbing systems. It should be noted, however, that requirements are contained in other codes that have an impact on energy conservation. For instance, requirements for water flow rates are regulated by the *International Plumbing Code*.

Chapter 4 [RE] contains the energy-efficiency-related requirements for the design and construction of residential buildings regulated under this code. It should be noted that the definition of a residential building in this code is unique for this code. In this code, residential buildings include detached one- and two-family dwellings and multiple single-family dwellings as well as R-2, R-3 or R-4 buildings three stories or less in height. All other buildings, including residential buildings greater than three stories in height, are regulated by the energy conservation requirements in the IECC—Commercial Provisions. The applicable portions of a residential building must comply with the provisions within this chapter for energy efficiency. This chapter defines requirements for the portions of the building and building systems that impact energy use in new residential construction and promotes the effective use of energy. The provisions within the chapter promote energy efficiency in the building envelope, the heating and cooling system and the service water-heating system of the building.

Chapter 5 Existing Buildings

Chapters 5 [CE] and [RE] contain the technical energy efficiency requirements for existing buildings. Chapter 5 provisions address the maintenance of buildings in compliance with the code as well as how additions, alterations, repairs and changes of occupancy need to be addressed from the standpoint of energy efficiency. Specific provisions are provided for historic buildings.

Chapter 6 Referenced Standards

The code contains numerous references to standards that are used to regulate materials and methods of construction. Chapters 6 [CE] and 6 [RE] list all standards referenced in their respective portions of the code. The standards are part of the code to the extent of the reference to the standard. Compliance with the referenced standard is necessary for compliance with this code. By providing specifically adopted standards, the construction and installation requirements necessary for compliance with the code can be readily determined. The basis for code compliance is, therefore, established and available on an equal basis to the code official, contractor, designer and owner.

Chapter 6 is organized in a manner that makes it easy to locate specific standards. It lists all of the referenced standards, alphabetically, by acronym of the promulgating agency of the standard. Each agency's standards are then listed in either alphabetical or numeric order based on the standard identification. The list also contains the title of the standard; the edition (date) of the standard referenced; any addenda included as part of the ICC adoption; and the section or sections of this code that reference the standard.

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Appendices

The appendices, while not part of the code, can become part of the code when specifically included in the adopting ordinance.

Chapter 1 requires the establishment of a board of appeals to hear appeals regarding determinations made by the code official. Appendices CA and RA provide qualification standards for members of the board as well as operational procedures of such board.

Appendices CB and RB address provisions for solar capacity in new structures.

Appendices CC and RC provide requirements intended bring about net zero annual energy consumption in their respective structures.

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ABBREVIATIONS AND NOTATIONS

The following table contains a list of common abbreviations and units of measurement used in this code. Some of the abbreviations are for terms defined in Chapter 2. Others are terms used in various tables and text of the code.

Abbreviations and Notations

AFUE	Annual fuel utilization efficiency
bhp	Brake horsepower (fans)
Btu	British thermal unit
Btu/h × ft^2	Btu per hour per square foot
C-factor	See Chapter 2—Definitions
CDD	Cooling degree days
cfm	Cubic feet per minute
cfm/ft^2	Cubic feet per minute per square foot
ci	Continuous insulation
COP	Coefficient of performance
DCV	Demand control ventilation
°C	Degrees Celsius
°F	Degrees Fahrenheit
DWHR	Drain water heat recovery
DX	Direct expansion
E_c	Combustion efficiency
E_v	Ventilation efficiency
E_t	Thermal efficiency
EER	Energy efficiency ratio
EF	Energy factor
ERI	Energy rating index
F-factor	See Chapter 2—Definitions
FDD	Fault detection and diagnostics
FEI	Fan energy index
FL	Full load
ft^2	Square foot
gpm	Gallons per minute
HDD	Heating degree days
hp	Horsepower
HSPF	Heating seasonal performance factor
HVAC	Heating, ventilating and air conditioning

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Abbreviations and Notations—continued

IEER	Integrated energy efficiency ratio
IPLV	Integrated Part Load Value
Kg/m^2	Kilograms per square meter
kW	Kilowatt
LPD	Light power density (lighting power allowance)
L/s	Liters per second
Ls	Liner system
m^2	Square meters
MERV	Minimum efficiency reporting value
NAECA	National Appliance Energy Conservation Act
NPLV	Nonstandard Part Load Value
Pa	Pascal
PF	Projection factor
pcf	Pounds per cubic foot
psf	Pounds per square foot
PTAC	Packaged terminal air conditioner
PTHP	Packaged terminal heat pump
R-value	See Chapter 2—Definitions
SCOP	Sensible coefficient of performance
SEER	Seasonal energy efficiency ratio
SHGC	Solar Heat Gain Coefficient
SPVAC	Single packaged vertical air conditioner
SPVHP	Single packaged vertical heat pump
SRI	Solar reflectance index
SWHF	Service water heat recovery factor
U-factor	See Chapter 2—Definitions
VAV	Variable air volume
VRF	Variable refrigerant flow
VT	Visible transmittance
W	Watts
w.c.	Water column
w.g.	Water gauge

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IECC—COMMERCIAL PROVISIONS

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CHAPTER 1 [CE]
SCOPE AND ADMINISTRATION

User note:

About this chapter: *Chapter 1 establishes the limits of applicability of the code and describes how the code is to be applied and enforced. Chapter 1 is in two parts: Part 1—Scope and Application and Part 2—Administration and Enforcement. Section C101 identifies what buildings, systems, appliances and equipment fall under its purview and references other I-Codes as applicable. Standards and codes are scoped to the extent referenced.*

The code is intended to be adopted as a legally enforceable document and it cannot be effective without adequate provisions for its administration and enforcement. The provisions of Chapter 1 establish the authority and duties of the code official appointed by the authority having jurisdiction and also establish the rights and privileges of the design professional, contractor and property owner.

PART 1—SCOPE AND APPLICATION

SECTION C101
SCOPE AND GENERAL REQUIREMENTS

C101.1 Title. This code shall be known as the *Energy Conservation Code* of **the City of Pueblo, Colorado** , and shall be cited as such. It is referred to herein as "this code."

C101.2 Scope. This code applies to *commercial buildings* and the buildings' sites and associated systems and equipment.

C101.3 Intent. This code shall regulate the design and construction of buildings for the effective use and conservation of energy over the useful life of each building. This code is intended to provide flexibility to permit the use of innovative approaches and techniques to achieve this objective. This code is not intended to abridge safety, health or environmental requirements contained in other applicable codes or ordinances.

C101.4 Applicability. Where, in any specific case, different sections of this code specify different materials, methods of construction or other requirements, the most restrictive shall govern. Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall govern.

C101.4.1 Mixed residential and commercial buildings. Where a building includes both *residential building* and *commercial building* portions, each portion shall be separately considered and meet the applicable provisions of IECC—Commercial Provisions or IECC—Residential Provisions.

C101.5 Compliance. *Residential buildings* shall meet the provisions of IECC—Residential Provisions. *Commercial buildings* shall meet the provisions of IECC—Commercial Provisions.

C101.5.1 Compliance materials. The *code official* shall be permitted to approve specific computer software, worksheets, compliance manuals and other similar materials that meet the intent of this code.

SECTION C102
ALTERNATIVE MATERIALS, DESIGN AND METHODS OF CONSTRUCTION AND EQUIPMENT

C102.1 General. The provisions of this code are not intended to prevent the installation of any material or to prohibit any design or method of construction not specifically prescribed by this code, provided that any such alternative has been *approved*. The code official shall have the authority to approve an alternative material, design or method of construction upon the written application of the owner or the owner's authorized agent. The *code official* shall first find that the proposed design is satisfactory and complies with the intent of the provisions of this code, and that the material, method or work offered is, for the purpose intended, not less than the equivalent of that prescribed in this code in quality, strength, effectiveness, *fire resistance*, durability, energy conservation and safety. The *code official* shall respond to the applicant, in writing, stating the reasons why the alternative was approved or was not *approved*.

C102.1.1 Above code programs. The *code official* or other authority having jurisdiction shall be permitted to deem a national, state or local energy efficiency program as exceeding the energy efficiency required by this code. Buildings *approved* in writing by such an energy efficiency program shall be considered to be in compliance with this code. The requirements identified in Table C407.2 shall be met.

PART 2—ADMINISTRATION AND ENFORCEMENT

SECTION C103
CONSTRUCTION DOCUMENTS

C103.1 General. Construction documents and other supporting data shall be submitted in one or more sets, or in a digital format where allowed by the building official, with each application for a permit. The construction documents shall be prepared by a registered design professional where required by the statutes of the jurisdiction in which the project is to be constructed. Where special conditions exist, the *code official* is authorized to require necessary construction

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documents to be prepared by a registered design professional.

Exception: The *code official* is authorized to waive the requirements for construction documents or other supporting data if the *code official* determines they are not necessary to confirm compliance with this code.

C103.2 Information on construction documents. Construction documents shall be drawn to scale on suitable material. Electronic media documents are permitted to be submitted where *approved* by the *code official*. Construction documents shall be of sufficient clarity to indicate the location, nature and extent of the work proposed, and show in sufficient detail pertinent data and features of the building, systems and equipment as herein governed. Details shall include, but are not limited to, the following as applicable:

1. Energy compliance path.
2. Insulation materials and their *R*-values.
3. Fenestration *U*-factors and solar heat gain coefficients (SHGCs).
4. Area-weighted *U*-factor and solar heat gain coefficient (SHGC) calculations.
5. Mechanical system design criteria.
6. Mechanical and service water-heating systems and equipment types, sizes and efficiencies.
7. Economizer description.
8. Equipment and system controls.
9. Fan motor horsepower (hp) and controls.
10. Duct sealing, duct and pipe insulation and location.
11. Lighting fixture schedule with wattage and control narrative.
12. Location of *daylight* zones on floor plans.
13. Air barrier and air sealing details, including the location of the air barrier.

C103.2.1 Building thermal envelope depiction. The *building thermal envelope* shall be represented on the construction drawings.

C103.3 Examination of documents. The *code official* shall examine or cause to be examined the accompanying construction documents and shall ascertain whether the construction indicated and described is in accordance with the requirements of this code and other pertinent laws or ordinances. The *code official* is authorized to utilize a registered design professional, or other *approved* entity not affiliated with the building design or construction, in conducting the review of the plans and specifications for compliance with the code.

C103.3.1 Approval of construction documents. When the *code official* issues a permit where construction documents are required, the construction documents shall be endorsed in writing and stamped "Reviewed for Code Compliance." Such *approved* construction documents shall not be changed, modified or altered without authorization from the *code official*. Work shall be done in accordance with the *approved* construction documents.

One set of construction documents so reviewed shall be retained by the *code official*. The other set shall be returned to the applicant, kept at the site of work and shall be open to inspection by the *code official* or a duly authorized representative.

C103.3.2 Previous approvals. This code shall not require changes in the construction documents, construction or designated occupancy of a structure for which a lawful permit has been heretofore issued or otherwise lawfully authorized, and the construction of which has been pursued in good faith within 180 days after the effective date of this code and has not been abandoned.

C103.3.3 Phased approval. The *code official* shall have the authority to issue a permit for the construction of part of an energy conservation system before the construction documents for the entire system have been submitted or *approved*, provided that adequate information and detailed statements have been filed complying with all pertinent requirements of this code. The holders of such permit shall proceed at their own risk without assurance that the permit for the entire energy conservation system will be granted.

C103.4 Amended construction documents. Changes made during construction that are not in compliance with the *approved* construction documents shall be resubmitted for approval as an amended set of construction documents.

C103.5 Retention of construction documents. One set of *approved* construction documents shall be retained by the *code official* for a period of not less than 180 days from date of completion of the permitted work, or as required by state or local laws.

C103.6 Building documentation and closeout submittal requirements. The construction documents shall specify that the documents described in this section be provided to the building owner or owner's authorized agent within 90 days of the date of receipt of the certificate of occupancy.

C103.6.1 Record documents. Construction documents shall be updated to convey a record of the completed work. Such updates shall include mechanical, electrical and control drawings that indicate all changes to size, type and location of components, equipment and assemblies.

C103.6.2 Compliance documentation. Energy code compliance documentation and supporting calculations shall be delivered in one document to the building owner as part of the project record documents or manuals, or as a standalone document. This document shall include the specific energy code edition utilized for compliance determination for each system, documentation demonstrating compliance with Section C303.1.3 for each fenestration product installed, and the interior lighting power compliance path, building area or space-by-space, used to calculate the lighting power allowance.

For projects complying with Item 2 of Section C401.2, the documentation shall include:

1. The envelope insulation compliance path.

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2. All compliance calculations including those required by Sections C402.1.5, C403.8.1, C405.3 and C405.5.

For projects complying with Section C407, the documentation shall include that required by Sections C407.3.1 and C407.3.2.

C103.6.3 Systems operation control. Training shall be provided to those responsible for maintaining and operating equipment included in the manuals required by Section C103.6.2.

The training shall include:

1. Review of manuals and permanent certificate.
2. Hands-on demonstration of all normal maintenance procedures, normal operating modes, and all emergency shutdown and startup procedures.
3. Training completion report.

SECTION C104
FEES

C104.1 Fees. A permit shall not be issued until the fees prescribed in Section C104.2 have been paid, nor shall an amendment to a permit be released until the additional fee, if any, has been paid.

C104.2 Schedule of permit fees. A fee for each permit shall be paid as required, in accordance with the schedule as established by the applicable governing authority.

C104.3 Work commencing before permit issuance. Any person who commences any work before obtaining the necessary permits shall be subject to an additional fee established by the *code official* that shall be in addition to the required permit fees.

C104.4 Related fees. The payment of the fee for the construction, *alteration*, removal or demolition of work done in connection to or concurrently with the work or activity authorized by a permit shall not relieve the applicant or holder of the permit from the payment of other fees that are prescribed by law.

C104.5 Refunds. The *code official* is authorized to establish a refund policy.

SECTION C105
INSPECTIONS

C105.1 General. Construction or work for which a permit is required shall be subject to inspection by the code official, his or her designated agent or an *approved agency*, and such construction or work shall remain visible and able to be accessed for inspection purposes until *approved*. Approval as a result of an inspection shall not be construed to be an approval of a violation of the provisions of this code or of other ordinances of the jurisdiction. Inspections presuming to give authority to violate or cancel the provisions of this code or of other ordinances of the jurisdiction shall not be valid. It shall be the duty of the permit applicant to cause the work to remain visible and able to be accessed for inspection purposes. Neither the code official nor the jurisdiction shall be liable for expense entailed in the removal or replacement of any material, product, system or building component required to allow inspection to validate compliance with this code.

C105.2 Required inspections. The *code official*, his or her designated agent or an *approved agency*, upon notification, shall make the inspections set forth in Sections C105.2.1 through C105.2.6.

C105.2.1 Footing and foundation insulation. Inspections shall verify the footing and foundation insulation *R*-value, location, thickness, depth of burial and protection of insulation as required by the code, *approved* plans and specifications.

C105.2.2 Thermal envelope. Inspections shall verify the correct type of insulation, *R*-values, location of insulation, fenestration, *U*-factor, SHGC and VT, and that air leakage controls are properly installed, as required by the code, *approved* plans and specifications.

C105.2.3 Plumbing system. Inspections shall verify the type of insulation, *R*-values, protection required, controls and heat traps as required by the code, *approved* plans and specifications.

C105.2.4 Mechanical system. Inspections shall verify the installed HVAC equipment for the correct type and size, controls, insulation, *R*-values, system and damper air leakage, minimum fan efficiency, energy recovery and economizer as required by the code, *approved* plans and specifications.

C105.2.5 Electrical system. Inspections shall verify lighting system controls, components and meters as required by the code, *approved* plans and specifications.

C105.2.6 Final inspection. The final inspection shall include verification of the installation and proper operation of all required building controls, and documentation verifying activities associated with required *building commissioning* have been conducted in accordance with Section C408.

C105.3 Reinspection. A building shall be reinspected where determined necessary by the *code official*.

C105.4 Approved inspection agencies. The *code official* is authorized to accept reports of third-party inspection agencies not affiliated with the building design or construction, provided that such agencies are *approved* as to qualifications and reliability relevant to the building components and systems that they are inspecting.

C105.5 Inspection requests. It shall be the duty of the holder of the permit or their duly authorized agent to notify the *code official* when work is ready for inspection. It shall be the duty of the permit holder to provide access to and means for inspections of such work that are required by this code.

C105.6 Reinspection and testing. Where any work or installation does not pass an initial test or inspection, the necessary corrections shall be made to achieve compliance

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with this code. The work or installation shall then be resubmitted to the *code official* for inspection and testing.

SECTION C106
NOTICE OF APPROVAL

C106.1 Approval. After the prescribed tests and inspections indicate that the work complies in all respects with this code, a notice of approval shall be issued by the code *official*.

C106.2 Revocation. The *code official* is authorized to suspend or revoke, in writing, a notice of approval issued under the provisions of this code wherever the certificate is issued in error, or on the basis of incorrect information supplied, or where it is determined that the *building* or structure, premise, or portion thereof is in violation of any ordinance or regulation or any of the provisions of this code.

SECTION C107
VALIDITY

C107.1 General. If a portion of this code is held to be illegal or void, such a decision shall not affect the validity of the remainder of this code.

SECTION C108
REFERENCED STANDARDS

C108.1 Referenced codes and standards. The codes and standards referenced in this code shall be those listed in Chapter 6, and such codes and standards shall be considered as part of the requirements of this code to the prescribed extent of each such reference and as further regulated in Sections C108.1.1 and C108.1.2.

C108.1.1 Conflicts. Where conflicts occur between provisions of this code and referenced codes and standards, the provisions of this code shall apply.

C108.1.2 Provisions in referenced codes and standards. Where the extent of the reference to a referenced code or standard includes subject matter that is within the scope of this code, the provisions of this code, as applicable, shall take precedence over the provisions in the referenced code or standard.

C108.2 Applications of references. References to chapter or section numbers, or to provisions not specifically identified by number, shall be construed to refer to such chapter, section or provision of this code.

C108.3 Other laws. The provisions of this code shall not be deemed to nullify any provisions of local, state or federal law.

SECTION C109
STOP WORK ORDER

C109.1 Authority. Where the *code official* finds any work regulated by this code being performed in a manner contrary to the provisions of this code or in a dangerous or unsafe manner, the *code official* is authorized to issue a stop work order.

C109.2 Issuance. The stop work order shall be in writing and shall be given to the owner of the property, the owner's authorized agent or the person performing the work. Upon issuance of a stop work order, the cited work shall immediately cease. The stop work order shall state the reason for the order and the conditions under which the cited work is authorized to resume.

C109.3 Emergencies. Where an emergency exists, the *code official* shall not be required to give a written notice prior to stopping the work.

C109.4 Failure to comply. Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be subject to fines established by the authority having jurisdiction.

SECTION C110
BOARD OF APPEALS

C110.1 General. In order to hear and decide appeals of orders, decisions or determinations made by the *code official* relative to the application and interpretation of this code, there shall be and is hereby created a board of appeals. The *code official* shall be an ex officio member of said board but shall not have a vote on any matter before the board. The board of appeals shall be appointed by the governing body and shall hold office at its pleasure. The board shall adopt rules of procedure for conducting its business, and shall render all decisions and findings in writing to the appellant with a duplicate copy to the *code official*.

C110.2 Limitations on authority. An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply or an equally good or better form of construction is proposed. The board shall not have authority to waive requirements of this code.

C110.3 Qualifications. The board of appeals shall consist of members who are qualified by experience and training and are not employees of the jurisdiction.

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CHAPTER 2 [CE]
DEFINITIONS

User note:

About this chapter: *Codes, by their very nature, are technical documents. Every word, term and punctuation mark can add to or change the meaning of a technical requirement. It is necessary to maintain a consensus on the specific meaning of each term contained in the code. Chapter 2 performs this function by stating clearly what specific terms mean for the purposes of the code.*

SECTION C201
GENERAL

C201.1 Scope. Unless stated otherwise, the following words and terms in this code shall have the meanings indicated in this chapter.

C201.2 Interchangeability. Words used in the present tense include the future; words in the masculine gender include the feminine and neuter; the singular number includes the plural and the plural includes the singular.

C201.3 Terms defined in other codes. Terms that are not defined in this code but are defined in the *International Building Code*, *International Fire Code*, *International Fuel Gas Code*, *International Mechanical Code*, *International Plumbing Code* or the *International Residential Code* shall have the meanings ascribed to them in those codes.

C201.4 Terms not defined. Terms not defined by this chapter shall have ordinarily accepted meanings such as the context implies.

SECTION C202
GENERAL DEFINITIONS

ABOVE-GRADE WALL. See "*Wall, above-grade*."

ACCESS (TO). That which enables a device, appliance or equipment to be reached by *ready access* or by a means that first requires the removal or movement of a panel or similar obstruction.

ADDITION. An extension or increase in the *conditioned space* floor area, number of stories or height of a building or structure.

AIR BARRIER. One or more materials joined together in a continuous manner to restrict or prevent the passage of air through the *building thermal envelope* and its assemblies.

AIR CURTAIN. A device, installed at the *building entrance*, that generates and discharges a laminar air stream intended to prevent the infiltration of external, unconditioned air into the conditioned spaces, or the loss of interior, conditioned air to the outside.

ALTERATION. Any construction, retrofit or renovation to an existing structure other than repair or addition. Also, a change in a building, electrical, gas, mechanical or plumbing system that involves an extension, addition or change to the arrangement, type or purpose of the original installation.

APPROVED. Acceptable to the code official.

APPROVED AGENCY. An established and recognized agency that is regularly engaged in conducting tests or furnishing inspection services, or furnishing product certification, where such agency has been approved by the *code official*.

AUTOMATIC. Self-acting, operating by its own mechanism when actuated by some impersonal influence, as, for example, a change in current strength, pressure, temperature or mechanical configuration (see "*Manual*").

BELOW-GRADE WALL. See "*Wall, below-grade*."

BIOGAS. A mixture of hydrocarbons that is a gas at 60°F (15.5°C) and 1 atmosphere of pressure that is produced through the anaerobic digestion of organic matter.

BIOMASS. Nonfossilized and biodegradable organic material originating from plants, animals and/or microorganisms, including products, by-products, residues and waste from agriculture, forestry and related industries as well as the nonfossilized and biodegradable organic fractions of industrial and municipal wastes, including gases and liquids recovered from the decomposition of nonfossilized and biodegradable organic material.

BOILER, MODULATING. A boiler that is capable of more than a single firing rate in response to a varying temperature or heating load.

BOILER SYSTEM. One or more boilers, their piping and controls that work together to supply steam or hot water to heat output devices remote from the boiler.

BUBBLE POINT. The refrigerant liquid saturation temperature at a specified pressure.

BUILDING. Any structure used or intended for supporting or sheltering any use or occupancy, including any mechanical systems, service water-heating systems and electric power and lighting systems located on the building site and supporting the building.

BUILDING COMMISSIONING. A process that verifies and documents that the selected building systems have been designed, installed and function according to the owner's project requirements and construction documents, and to minimum code requirements.

BUILDING ENTRANCE. Any door, set of doors, doorway or other form of portal that is used to gain access to the building from the outside by the public.

BUILDING SITE. A contiguous area of land that is under the ownership or control of one entity.

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BUILDING THERMAL ENVELOPE. The basement walls, exterior walls, floors, ceilings, roofs and any other building element assemblies that enclose *conditioned space* or provide a boundary between *conditioned space* and exempt or unconditioned space.

CAPTIVE KEY OVERRIDE. A lighting control that will not release the key that activates the override when the lighting is on.

CAVITY INSULATION. Insulating material located between framing members.

***C*-FACTOR (THERMAL CONDUCTANCE).** The coefficient of heat transmission (surface to surface) through a building component or assembly, equal to the time rate of heat flow per unit area and the unit temperature difference between the warm side and cold side surfaces (Btu/h × ft^2 × °F) [W/(m^2 × K)].

CHANGE OF OCCUPANCY. A change in the use of a building or a portion of a building that results in any of the following:

1. A *change of occupancy* classification.
2. A change from one group to another group within an occupancy classification.
3. Any change in use within a group for which there is a change in the application of the requirements of this code.

CIRCULATING HOT WATER SYSTEM. A specifically designed water distribution system where one or more pumps are operated in the service hot water piping to circulate heated water from the water-heating equipment to the fixture supply and back to the water-heating equipment.

CLIMATE ZONE. A geographical region based on climatic criteria as specified in this code.

CODE OFFICIAL. The officer or other designated authority charged with the administration and enforcement of this code, or a duly authorized representative.

COEFFICIENT OF PERFORMANCE (COP) − COOLING. The ratio of the rate of heat removal to the rate of energy input, in consistent units, for a complete refrigerating system or some specific portion of that system under designated operating conditions.

COEFFICIENT OF PERFORMANCE (COP) − HEATING. The ratio of the rate of heat delivered to the rate of energy input, in consistent units, for a complete heat pump system, including the compressor and, if applicable, auxiliary heat, under designated operating conditions.

COMMERCIAL BUILDING. For this code, all buildings that are not included in the definition of "*Residential building*."

COMPUTER ROOM. A room whose primary function is to house equipment for the processing and storage of electronic data which has a design total information technology equipment (ITE) equipment power density less than or equal to 20 watts per square foot (20 watts per 0.092 m^2) of conditioned area or a design total ITE equipment load less than or equal to 10 kW.

CONDENSING UNIT. A factory-made assembly of refrigeration components designed to compress and liquefy a specific refrigerant. The unit consists of one or more refrigerant compressors, refrigerant condensers (air-cooled, evaporatively cooled or water-cooled), condenser fans and motors (where used) and factory-supplied accessories.

CONDITIONED FLOOR AREA. The horizontal projection of the floors associated with the *conditioned space*.

CONDITIONED SPACE. An area, room or space that is enclosed within the *building thermal envelope* and is directly or indirectly heated or cooled. Spaces are indirectly heated or cooled where they communicate through openings with conditioned spaces, where they are separated from conditioned spaces by uninsulated walls, floors or ceilings, or where they contain uninsulated ducts, piping or other sources of heating or cooling.

CONTINUOUS INSULATION (ci). Insulating material that is continuous across all structural members without thermal bridges other than fasteners and service openings. It is installed on the interior or exterior or is integral to any opaque surface of the building envelope.

CRAWL SPACE WALL. The opaque portion of a wall that encloses a crawl space and is partially or totally below grade.

CURTAIN WALL. Fenestration products used to create an external nonload-bearing wall that is designed to separate the exterior and interior environments.

DATA CENTER. A room or series of rooms that share data center systems, whose primary function is to house equipment for the processing and storage of electronic data and that has a design total ITE equipment power density exceeding 20 watts per square foot (20 watts per 0.092 m^2) of conditioned area and a total design ITE equipment load greater than 10 kW.

DATA CENTER SYSTEMS. HVAC systems and equipment, or portions thereof, used to provide cooling or ventilation in a data center.

DAYLIGHT RESPONSIVE CONTROL. A device or system that provides automatic control of electric light levels based on the amount of daylight in a space.

DAYLIGHT ZONE. That portion of a building's interior floor area that is illuminated by natural light.

DEMAND CONTROL VENTILATION (DCV). A ventilation system capability that provides for the automatic reduction of outdoor air intake below design rates when the actual occupancy of spaces served by the system is less than design occupancy.

DEMAND RECIRCULATION WATER SYSTEM. A water distribution system where one or more pumps prime the service hot water piping with heated water upon a demand for hot water.

DIRECT DIGITAL CONTROL (DDC). A type of control where controlled and monitored analog or binary data, such as temperature and contact closures, are converted to digital format for manipulation and calculations by a digital computer or microprocessor, then converted back to analog or binary form to control physical devices.

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DUCT. A tube or conduit utilized for conveying air. The air passages of self-contained systems are not to be construed as air ducts.

DUCT SYSTEM. A continuous passageway for the transmission of air that, in addition to ducts, includes duct fittings, dampers, plenums, fans and accessory air-handling equipment and appliances.

DWELLING UNIT. A single unit providing complete independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking and sanitation.

DYNAMIC GLAZING. Any fenestration product that has the fully reversible ability to change its performance properties, including *U*-factor, solar heat gain coefficient (SHGC) or visible transmittance (VT).

ECONOMIZER, AIR. A duct and damper arrangement and automatic control system that allows a cooling system to supply outside air to reduce or eliminate the need for mechanical cooling during mild or cold weather.

ECONOMIZER, WATER. A system where the supply air of a cooling system is cooled indirectly with water that is itself cooled by heat or mass transfer to the environment without the use of mechanical cooling.

ENCLOSED SPACE. A volume surrounded by solid surfaces such as walls, floors, roofs and openable devices, such as doors and operable windows.

ENERGY ANALYSIS. A method for estimating the annual energy use of the *proposed design* and *standard reference design* based on estimates of energy use.

ENERGY COST. The total estimated annual cost for purchased energy for the building functions regulated by this code, including applicable demand charges.

ENERGY RECOVERY VENTILATION SYSTEM. Systems that employ air-to-air heat exchangers to recover energy from exhaust air for the purpose of preheating, precooling, humidifying or dehumidifying outdoor ventilation air prior to supplying the air to a space, either directly or as part of an HVAC system.

ENERGY SIMULATION TOOL. An *approved* software program or calculation-based methodology that projects the annual energy use of a building.

ENTHALPY RECOVERY RATIO. Change in the enthalpy of the *outdoor air* supply divided by the difference between the *outdoor air* and entering exhaust air enthalpy, expressed as a percentage.

ENTRANCE DOOR. A vertical fenestration product used for occupant ingress, egress and access in nonresidential buildings, including, but not limited to, exterior entrances utilizing latching hardware and automatic closers and containing over 50 percent glazing specifically designed to withstand heavy-duty usage.

EQUIPMENT ROOM. A space that contains either electrical equipment, mechanical equipment, machinery, water pumps or hydraulic pumps that are a function of the building's services.

EXTERIOR WALL. Walls including both above-grade walls and basement walls.

FAN, EMBEDDED. A fan that is part of a manufactured assembly where the assembly includes functions other than air movement.

FAN ARRAY. Multiple fans in parallel between two plenum sections in an air distribution system.

FAN BRAKE HORSEPOWER (BHP). The horsepower delivered to the fan's shaft. Brake horsepower does not include the mechanical drive losses, such as that from belts and gears.

FAN ENERGY INDEX (FEI). The ratio of the electric input power of a reference fan to the electric input power of the actual fan as calculated in accordance with AMCA 208.

FAN NAMEPLATE ELECTRICAL INPUT POWER. The nominal electrical input power rating stamped on a fan assembly nameplate.

FAN SYSTEM BHP. The sum of the fan brake horsepower of all fans that are required to operate at fan system design conditions to supply air from the heating or cooling source to the *conditioned spaces* and return it to the source or exhaust it to the outdoors.

FAN SYSTEM DESIGN CONDITIONS. Operating conditions that can be expected to occur during normal system operation that result in the highest supply fan airflow rate to conditioned spaces served by the system, other than during air economizer operation.

FAN SYSTEM ELECTRICAL INPUT POWER. The sum of the fan electrical power of all fans that are required to operate at fan system design conditions to supply air from the heating or cooling source to the conditioned spaces and/or return it to the source or exhaust it to the outdoors.

FAN SYSTEM MOTOR NAMEPLATE HP. The sum of the motor nameplate horsepower of all fans that are required to operate at design conditions to supply air from the heating or cooling source to the *conditioned spaces* and return it to the source or exhaust it to the outdoors.

FAULT DETECTION AND DIAGNOSTICS (FDD) SYSTEM. A software platform that utilizes building analytic algorithms to convert data provided by sensors and devices to automatically identify faults in building systems and provide a prioritized list of actionable resolutions to those faults based on cost or energy avoidance, comfort and maintenance impact.

FENESTRATION. Products classified as either skylights or vertical fenestration.

Skylights. Glass or other transparent or translucent glazing material installed at a slope of less than 60 degrees (1.05 rad) from horizontal, including unit skylights, tubular daylighting devices and glazing materials in solariums, sunrooms, roofs, greenhouses and sloped walls.

Vertical fenestration. Windows that are fixed or operable, opaque doors, glazed doors, glazed block and combination opaque and glazed doors composed of glass

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or other transparent or translucent glazing materials and installed at a slope of not less than 60 degrees (1.05 rad) from horizontal.

FENESTRATION PRODUCT, FIELD-FABRICATED. A fenestration product whose frame is made at the construction site of standard dimensional lumber or other materials that were not previously cut or otherwise formed with the specific intention of being used to fabricate a fenestration product or exterior door. Field-fabricated does not include site-built fenestration.

FENESTRATION PRODUCT, SITE-BUILT. A fenestration designed to be made up of field-glazed or field-assembled units using specific factory cut or otherwise factory-formed framing and glazing units. Examples of site-built fenestration include storefront systems, curtain walls and atrium roof systems.

***F*-FACTOR.** The perimeter heat loss factor for slab-on-grade floors (Btu/h × ft × °F) [W/(m × K)].

FLOOR AREA, NET. The actual occupied area not including unoccupied accessory areas such as corridors, stairways, toilet rooms, mechanical rooms and closets.

GENERAL LIGHTING. Interior lighting that provides a substantially uniform level of illumination throughout a space.

GREENHOUSE. A structure or a thermally isolated area of a building that maintains a specialized sunlit environment exclusively used for, and essential to, the cultivation, protection or maintenance of plants. *Greenhouses* are those that are erected for a period of 180 days or more.

GROUP R. Buildings or portions of buildings that contain any of the following occupancies as established in the *International Building Code*:

1. *Group R*-1.
2. *Group R*-2 where located more than three stories in height above grade plane.
3. *Group R*-4 where located more than three stories in height above grade plane.

HEAT TRAP. An arrangement of piping and fittings, such as elbows, or a commercially available heat trap that prevents thermosyphoning of hot water during standby periods.

HEATED SLAB. Slab-on-grade construction in which the heating elements, hydronic tubing or hot air distribution system is in contact with, or placed within or under, the slab.

HIGH SPEED DOOR. A nonswinging door used primarily to facilitate vehicular access or material transportation, with a minimum opening rate of 32 inches (813 mm) per second, a minimum closing rate of 24 inches (610 mm) per second and that includes an automatic-closing device.

HISTORIC BUILDING. Any building or structure that is one or more of the following:

1. Listed, or certified as eligible for listing, by the State Historic Preservation Officer or the Keeper of the National Register of Historic Places, in the National Register of Historic Places.
2. Designated as historic under an applicable state or local law.
3. Certified as a contributing resource within a National Register-listed, state-designated or locally designated historic district.

IEC DESIGN H MOTOR. An electric motor that meets all of the following:

1. It is an induction motor designed for use with three-phase power.
2. It contains a cage rotor.
3. It is capable of direct-on-line starting.
4. It has four, six or eight poles.
5. It is rated from 0.4 kW to 1600 kW at a frequency of 60 hertz.

IEC DESIGN N MOTOR. An electric motor that meets all of the following:

1. It is an induction motor designed for use with three-phase power.
2. It contains a cage rotor.
3. It is capable of direct-on-line starting.
4. It has two, four, six or eight poles.
5. It is rated from 0.4 kW to 1600 kW at a frequency of 60 hertz.

INFILTRATION. The uncontrolled inward air leakage into a building caused by the pressure effects of wind or the effect of differences in the indoor and outdoor air density or both.

INFORMATION TECHNOLOGY EQUIPMENT (ITE). Items including computers, data storage devices, servers and network and communication equipment.

INTEGRATED PART LOAD VALUE (IPLV). A single-number figure of merit based on part-load EER, COP or kW/ton expressing part-load efficiency for air-conditioning and heat pump equipment on the basis of weighted operation at various load capacities for equipment.

INTERNAL CURTAIN SYSTEM. A system consisting of movable panels of fabric or plastic film used to cover and uncover the space enclosed in a *greenhouse* on a daily basis.

ISOLATION DEVICES. Devices that isolate HVAC zones so that they can be operated independently of one another. *Isolation devices* include separate systems, isolation dampers and controls providing shutoff at terminal boxes.

LABELED. Equipment, materials or products to which have been affixed a label, seal, symbol or other identifying mark of a nationally recognized testing laboratory, *approved agency* or other organization concerned with product evaluation that maintains periodic inspection of the production of the labeled items and whose labeling indicates either that the equipment, material or product meets identified standards or has been tested and found suitable for a specified purpose.

LARGE-DIAMETER CEILING FAN. A ceiling fan that is greater than 7 feet (2134 mm) in diameter. These fans are sometimes referred to as High-Volume, Low-Speed (HVLS) fans.

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LINER SYSTEM (Ls). A system that includes the following:

1. A continuous vapor barrier liner membrane that is installed below the purlins and that is uninterrupted by framing members.
2. An uncompressed, unfaced insulation resting on top of the liner membrane and located between the purlins.

For multilayer installations, the last rated *R*-value of insulation is for unfaced insulation draped over purlins and then compressed when the metal roof panels are attached.

LISTED. Equipment, materials, products or services included in a list published by an organization acceptable to the *code official* and concerned with evaluation of products or services that maintains periodic inspection of production of *listed* equipment or materials or periodic evaluation of services and whose listing states either that the equipment, material, product or service meets identified standards or has been tested and found suitable for a specified purpose.

LOW-SLOPED ROOF. A roof having a slope less than 2 units vertical in 12 units horizontal.

LOW-VOLTAGE DRY-TYPE DISTRIBUTION TRANSFORMER. A transformer that is air-cooled, does not use oil as a coolant, has an input voltage less than or equal to 600 volts and is rated for operation at a frequency of 60 hertz.

LUMINAIRE-LEVEL LIGHTING CONTROLS. A lighting system consisting of one or more luminaires with embedded lighting control logic, occupancy and ambient light sensors, wireless networking capabilities and local override switching capability, where required.

MANUAL. Capable of being operated by personal intervention (see "*Automatic*").

NAMEPLATE HORSEPOWER. The nominal motor output power rating stamped on the motor nameplate.

NEMA DESIGN A MOTOR. A squirrel-cage motor that meets all of the following:

1. It is designed to withstand full-voltage starting and develop locked-rotor torque as shown in paragraph 12.38.1 of NEMA MG 1.
2. It has pull-up torque not less than the values shown in paragraph 12.40.1 of NEMA MG 1.
3. It has breakdown torque not less than the values shown in paragraph 12.39.1 of NEMA MG 1.
4. It has a locked-rotor current higher than the values shown in paragraph 12.35.1 of NEMA MG 1 for 60 hertz and paragraph 12.35.2 of NEMA MG 1 for 50 hertz.
5. It has a slip at rated load of less than 5 percent for motors with fewer than 10 poles.

NEMA DESIGN B MOTOR. A squirrel-cage motor that meets all of the following:

1. It is designed to withstand full-voltage starting.
2. It develops locked-rotor, breakdown and pull-up torques adequate for general application as specified in Sections 12.38, 12.39 and 12.40 of NEMA MG1.
3. It draws locked-rotor current not to exceed the values shown in Section 12.35.1 for 60 hertz and Section 12.35.2 for 50 hertz of NEMA MG1.
4. It has a slip at rated load of less than 5 percent for motors with fewer than 10 poles.

NEMA DESIGN C MOTOR. A squirrel-cage motor that meets all of the following:

1. Designed to withstand full-voltage starting and develop locked-rotor torque for high-torque applications up to the values shown in paragraph 12.38.2 of NEMA MG1 (incorporated by reference, see A§431.15).
2. It has pull-up torque not less than the values shown in paragraph 12.40.2 of NEMA MG1.
3. It has breakdown torque not less than the values shown in paragraph 12.39.2 of NEMA MG1.
4. It has a locked-rotor current not to exceed the values shown in paragraph 12.35.1 of NEMA MG1 for 60 hertz and paragraph 12.35.2 for 50 hertz.
5. It has a slip at rated load of less than 5 percent.

NETWORKED GUESTROOM CONTROL SYSTEM. A control system, with access from the front desk or other central location associated with a *Group R*-1 building, that is capable of identifying the rented and unrented status of each guestroom according to a timed schedule, and is capable of controlling HVAC in each hotel and motel guestroom separately.

NONSTANDARD PART LOAD VALUE (NPLV). A single-number part-load efficiency figure of merit calculated and referenced to conditions other than IPLV conditions, for units that are not designed to operate at AHRI standard rating conditions.

OCCUPANT SENSOR CONTROL. An automatic control device or system that detects the presence or absence of people within an area and causes lighting, equipment or appliances to be regulated accordingly.

ON-SITE RENEWABLE ENERGY. Energy from renewable energy resources harvested at the building project site.

OPAQUE DOOR. A door that is not less than 50-percent opaque in surface area.

POWERED ROOF/WALL VENTILATORS. A fan consisting of a centrifugal or axial impeller with an integral driver in a weather-resistant housing and with a base designed to fit, usually by means of a curb, over a wall or roof opening.

PROPOSED DESIGN. A description of the proposed building used to estimate annual energy use for determining compliance based on total building performance.

RADIANT HEATING SYSTEM. A heating system that transfers heat to objects and surfaces within a conditioned space, primarily by infrared radiation.

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READY ACCESS (TO). That which enables a device, appliance or equipment to be directly reached without requiring the removal or movement of any panel or similar obstruction.

REFRIGERANT DEW POINT. The refrigerant vapor saturation temperature at a specified pressure.

REFRIGERATED WAREHOUSE COOLER. An enclosed storage space capable of being refrigerated to temperatures above 32°F (0°C) that can be walked into and has a total chilled storage area of not less than 3,000 square feet (279 m^2).

REFRIGERATED WAREHOUSE FREEZER. An enclosed storage space capable of being refrigerated to temperatures at or below 32°F (0°C) that can be walked into and has a total chilled storage area of not less than 3,000 square feet (279 m^2).

REFRIGERATION SYSTEM, LOW TEMPERATURE. Systems for maintaining food product in a frozen state in refrigeration applications.

REFRIGERATION SYSTEM, MEDIUM TEMPERATURE. Systems for maintaining food product above freezing in refrigeration applications.

REGISTERED DESIGN PROFESSIONAL. An individual who is registered or licensed to practice their respective design profession as defined by the statutory requirements of the professional registration laws of the state or jurisdiction in which the project is to be constructed.

RENEWABLE ENERGY RESOURCES. Energy derived from solar radiation, wind, waves, tides, landfill gas, biogas, biomass or extracted from hot fluid or steam heated within the earth.

REPAIR. The reconstruction or renewal of any part of an existing building for the purpose of its maintenance or to correct damage.

REROOFING. The process of recovering or replacing an existing roof covering. See "*Roof recover*" and "*Roof replacement*."

RESIDENTIAL BUILDING. For this code, includes detached one- and two-family dwellings and multiple single-family dwellings (townhouses) and *Group R*-2, R-3 and R-4 buildings three stories or less in height above grade plane.

ROOF ASSEMBLY. A system designed to provide weather protection and resistance to design loads. The system consists of a roof covering and roof deck or a single component serving as both the roof covering and the roof deck. A roof assembly includes the roof covering, underlayment, roof deck, insulation, vapor retarder and interior finish.

ROOF RECOVER. The process of installing an additional roof covering over an existing roof covering without removing the existing roof covering.

ROOF REPAIR. Reconstruction or renewal of any part of an existing roof for the purpose of its maintenance.

ROOF REPLACEMENT. The process of removing the existing roof covering, repairing any damaged substrate and installing a new roof covering.

ROOFTOP MONITOR. A raised section of a roof containing vertical fenestration along one or more sides.

***R*-VALUE (THERMAL RESISTANCE).** The inverse of the time rate of heat flow through a body from one of its bounding surfaces to the other surface for a unit temperature difference between the two surfaces, under steady state conditions, per unit area (h × ft^2 × °F/Btu) [(m^2 × K)/W].

SATURATED CONDENSING TEMPERATURE. The saturation temperature corresponding to the measured refrigerant pressure at the condenser inlet for single component and azeotropic refrigerants, and the arithmetic average of the dew point and *bubble point* temperatures corresponding to the refrigerant pressure at the condenser entrance for zeotropic refrigerants.

SERVICE WATER HEATING. Supply of hot water for purposes other than comfort heating.

SLEEPING UNIT. A room or space in which people sleep that can include permanent provisions for living, eating, and either sanitation or kitchen facilities but not both. Such rooms and spaces that are part of a dwelling unit are not *sleeping units*.

SMALL ELECTRIC MOTOR. A general purpose alternating-current single-speed induction motor.

SOLAR HEAT GAIN COEFFICIENT (SHGC). The ratio of the solar heat gain entering the space through the fenestration assembly to the incident solar radiation. Solar heat gain includes directly transmitted solar heat and absorbed solar radiation that is then reradiated, conducted or convected into the space.

STANDARD REFERENCE DESIGN. A version of the *proposed design* that meets the minimum requirements of this code and is used to determine the maximum annual energy use requirement for compliance based on total building performance.

STOREFRONT. A system of doors and windows mulled as a composite fenestration structure that has been designed to resist heavy use. *Storefront* systems include, but are not limited to, exterior fenestration systems that span from the floor level or above to the ceiling of the same story on commercial buildings, with or without mulled windows and doors.

TESTING UNIT ENCLOSURE AREA. The area sum of all the boundary surfaces that define the *dwelling unit*, *sleeping unit* or occupiable *conditioned space* including top/ceiling, bottom/floor and all side walls. This does not include interior partition walls within the *dwelling unit*, *sleeping unit*, or occupiable *conditioned space*. Wall height shall be measured from the finished floor of the *conditioned space* to the finished floor or roof/ceiling air barrier above.

THERMAL DISTRIBUTION EFFICIENCY (TDE). The resistance to changes in air heat as air is conveyed through a distance of air duct. TDE is a heat loss calculation evaluating the difference in the heat of the air between the air duct inlet and outlet caused by differences in temperatures between the air in the duct and the duct material. TDE is expressed as a percent difference between the inlet and outlet heat in the duct.

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THERMOSTAT. An automatic control device used to maintain temperature at a fixed or adjustable setpoint.

TIME SWITCH CONTROL. An automatic control device or system that controls lighting or other loads, including switching off, based on time schedules.

***U*-FACTOR (THERMAL TRANSMITTANCE).** The coefficient of heat transmission (air to air) through a building component or assembly, equal to the time rate of heat flow per unit area and unit temperature difference between the warm side and cold side air films (Btu/h × ft^2 × °F) [W/(m^2 × K)].

VARIABLE REFRIGERANT FLOW SYSTEM. An engineered direct-expansion (DX) refrigerant system that incorporates a common condensing unit, at least one variable-capacity compressor, a distributed refrigerant piping network to multiple indoor fan heating and cooling units each capable of individual zone temperature control, through integral zone temperature control devices and a common communications network. Variable refrigerant flow utilizes three or more steps of control on common interconnecting piping.

VEGETATIVE ROOF. An assembly of interacting components designed to waterproof a building's top surface that includes, by design, vegetation and related landscape elements.

VENTILATION. The natural or mechanical process of supplying conditioned or unconditioned air to, or removing such air from, any space.

VENTILATION AIR. That portion of supply air that comes from outside (outdoors) plus any recirculated air that has been treated to maintain the desired quality of air within a designated space.

VISIBLE TRANSMITTANCE (VT). The ratio of visible light entering the space through the fenestration product assembly to the incident visible light. Visible transmittance includes the effects of glazing material and frame and is expressed as a number between 0 and 1.

VISIBLE TRANSMITTANCE, ANNUAL (VT_{annual}). The ratio of visible light entering the space through the fenestration product assembly to the incident visible light during the course of a year, which includes the effects of glazing material, frame, and light well or tubular conduit, and is expressed as a number between 0 and 1.

VOLTAGE DROP. A decrease in voltage caused by losses in the wiring systems that connect the power source to the load.

WALK-IN COOLER. An enclosed storage space capable of being refrigerated to temperatures above 32°F (0°C) and less than 55°F (12.8°C) that can be walked into, has a ceiling height of not less than 7 feet (2134 mm) and has a total chilled storage area of less than 3,000 square feet (279 m^2).

WALK-IN FREEZER. An enclosed storage space capable of being refrigerated to temperatures at or below 32°F (0°C) that can be walked into, has a ceiling height of not less than 7 feet (2134 mm) and has a total chilled storage area of less than 3,000 square feet (279 m^2).

WALL, ABOVE-GRADE. A wall associated with the *building thermal envelope* that is more than 15 percent above grade and is on the exterior of the building or any wall that is associated with the *building thermal envelope* that is not on the exterior of the building. This includes, but is not limited to, between-floor spandrels, peripheral edges of floors, roof knee walls, dormer walls, gable end walls, walls enclosing a mansard roof and skylight shafts.

WALL, BELOW-GRADE. A wall associated with the basement or first story of the building that is part of the *building thermal envelope*, is not less than 85 percent below grade and is on the exterior of the building.

WATER HEATER. Any heating appliance or equipment that heats potable water and supplies such water to the potable hot water distribution system.

ZONE. A space or group of spaces within a building with heating or cooling requirements that are sufficiently similar so that desired conditions can be maintained throughout using a single controlling device.

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CHAPTER 3 [CE]
GENERAL REQUIREMENTS

User note:

About this chapter: *Chapter 3 addresses broadly applicable requirements that would not be at home in other chapters having more specific coverage of subject matter. This chapter establishes climate zone by US counties and territories and includes methodology for determining climate zones elsewhere. It also contains product rating, marking and installation requirements for materials such as insulation, windows, doors and siding.*

SECTION C301
CLIMATE ZONES

C301.1 General. *Climate zones* from Figure C301.1 or Table C301.1 shall be used for determining the applicable requirements from Chapter 4. Locations not indicated in Table C301.1 shall be assigned a *climate zone* in accordance with Section C301.3.

C301.2 Warm Humid counties. In Table C301.1, Warm Humid counties are identified by an asterisk.

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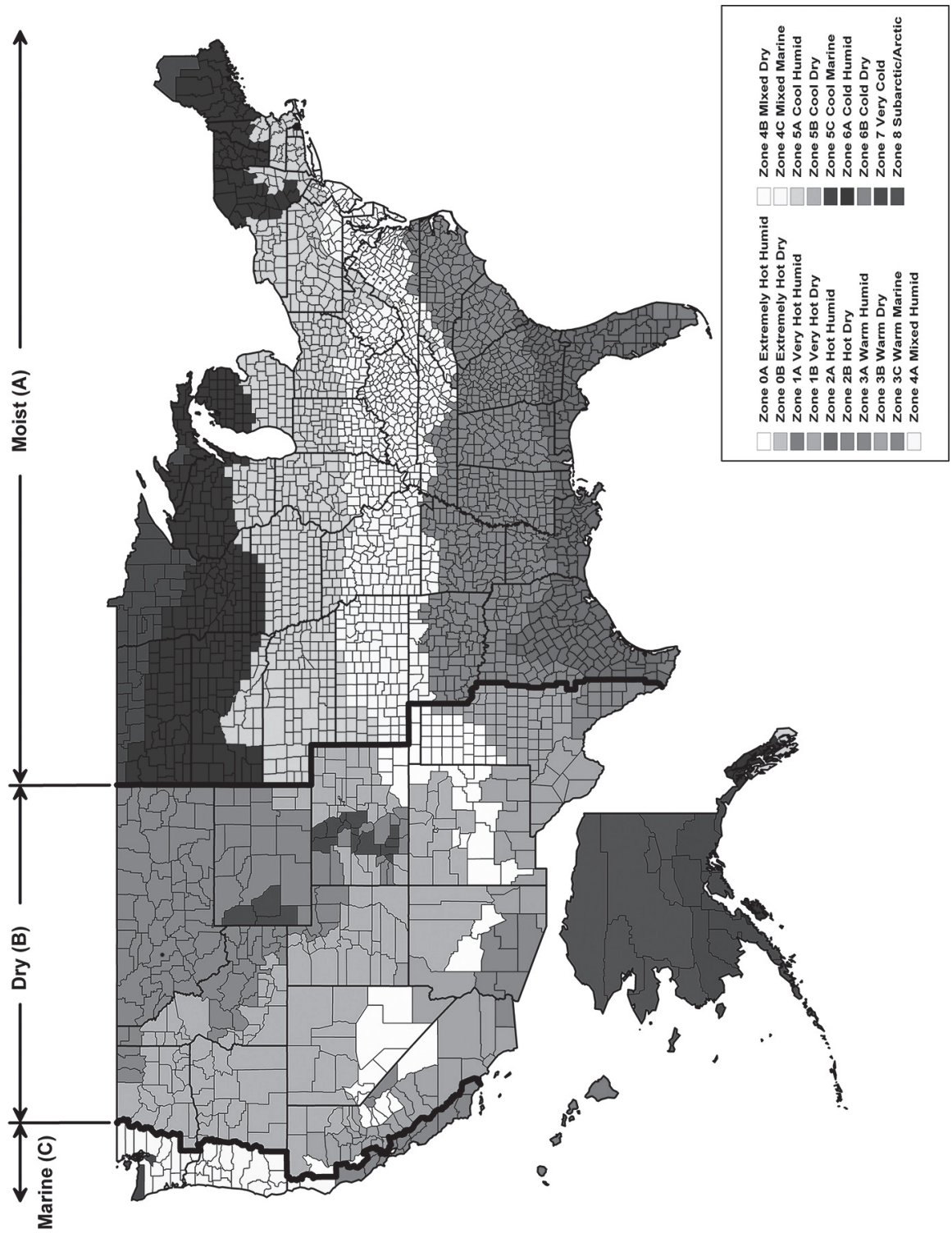

FIGURE C301.1
CLIMATE ZONES

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TABLE C301.1
CLIMATE ZONES, MOISTURE REGIMES, AND WARM HUMID DESIGNATIONS BY STATE, COUNTY AND TERRITORY[a]

US STATES
ALABAMA
3A Autauga*
2A Baldwin*
3A Barbour*
3A Bibb
3A Blount
3A Bullock*
3A Butler*
3A Calhoun
3A Chambers
3A Cherokee
3A Chilton
3A Choctaw*
3A Clarke*
3A Clay
3A Cleburne
2A Coffee*
3A Colbert
3A Conecuh*
3A Coosa
2A Covington*
3A Crenshaw*
3A Cullman
2A Dale*
3A Dallas*
3A DeKalb
3A Elmore*
2A Escambia*
3A Etowah
3A Fayette
3A Franklin
2A Geneva*
3A Greene
3A Hale
2A Henry*
2A Houston*
3A Jackson
3A Jefferson
3A Lamar
3A Lauderdale
3A Lawrence
3A Lee
3A Limestone
3A Lowndes*
3A Macon*
3A Madison
3A Marengo*
3A Marion
3A Marshall
2A Mobile*
3A Monroe*
3A Montgomery*
3A Morgan
3A Perry*
3A Pickens
3A Pike*
3A Randolph
3A Russell*
3A Shelby
3A St. Clair
3A Sumter
3A Talladega
3A Tallapoosa
3A Tuscaloosa
3A Walker
3A Washington*
3A Wilcox*
3A Winston
ALASKA
7 Aleutians East
7 Aleutians West
7 Anchorage
7 Bethel
7 Bristol Bay
8 Denali
7 Dillingham
8 Fairbanks North Star
6A Haines
6A Juneau
7 Kenai Peninsula
5C Ketchikan Gateway
6A Kodiak Island
7 Lake and Peninsula
7 Matanuska-Susitna
8 Nome
8 North Slope
8 Northwest Arctic

(continued)

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TABLE C301.1—continued
CLIMATE ZONES, MOISTURE REGIMES, AND WARM HUMID DESIGNATIONS BY STATE, COUNTY AND TERRITORY[a]

US STATES—continued
ALASKA *(continued)*
5C Prince of Wales Outer Ketchikan
5C Sitka
6A Skagway-Hoonah-Angoon
8 Southeast Fairbanks
7 Valdez-Cordova
8 Wade Hampton
6A Wrangell-Petersburg
7 Yakutat
8 Yukon-Koyukuk
ARIZONA
5B Apache
3B Cochise
5B Coconino
4B Gila
3B Graham
3B Greenlee
2B La Paz
2B Maricopa
3B Mohave
5B Navajo
2B Pima
2B Pinal
3B Santa Cruz
4B Yavapai
2B Yuma
ARKANSAS
3A Arkansas
3A Ashley
4A Baxter
4A Benton
4A Boone
3A Bradley
3A Calhoun
4A Carroll
3A Chicot
3A Clark
3A Clay
3A Cleburne
3A Cleveland
3A Columbia*
3A Conway
3A Craighead
3A Crawford
3A Crittenden
3A Cross
3A Dallas
3A Desha
3A Drew
3A Faulkner
3A Franklin
4A Fulton
3A Garland
3A Grant
3A Greene
3A Hempstead*
3A Hot Spring
3A Howard
3A Independence
4A Izard
3A Jackson
3A Jefferson
3A Johnson
3A Lafayette*
3A Lawrence
3A Lee
3A Lincoln
3A Little River*
3A Logan
3A Lonoke
4A Madison
4A Marion
3A Miller*
3A Mississippi
3A Monroe
3A Montgomery
3A Nevada
4A Newton
3A Ouachita
3A Perry
3A Phillips
3A Pike
3A Poinsett
3A Polk
3A Pope
3A Prairie
3A Pulaski
3A Randolph

(continued)

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TABLE C301.1—continued
CLIMATE ZONES, MOISTURE REGIMES, AND WARM HUMID DESIGNATIONS BY STATE, COUNTY AND TERRITORY[a]

US STATES—continued
ARKANSAS *(continued)*
3A Saline
3A Scott
4A Searcy
3A Sebastian
3A Sevier*
3A Sharp
3A St. Francis
4A Stone
3A Union*
3A Van Buren
4A Washington
3A White
3A Woodruff
3A Yell
CALIFORNIA
3C Alameda
6B Alpine
4B Amador
3B Butte
4B Calaveras
3B Colusa
3B Contra Costa
4C Del Norte
4B El Dorado
3B Fresno
3B Glenn
4C Humboldt
2B Imperial
4B Inyo
3B Kern
3B Kings
4B Lake
5B Lassen
3B Los Angeles
3B Madera
3C Marin
4B Mariposa
3C Mendocino
3B Merced
5B Modoc
6B Mono
3C Monterey
3C Napa
5B Nevada
3B Orange
3B Placer
5B Plumas
3B Riverside
3B Sacramento
3C San Benito
3B San Bernardino
3B San Diego
3C San Francisco
3B San Joaquin
3C San Luis Obispo
3C San Mateo
3C Santa Barbara
3C Santa Clara
3C Santa Cruz
3B Shasta
5B Sierra
5B Siskiyou
3B Solano
3C Sonoma
3B Stanislaus
3B Sutter
3B Tehama
4B Trinity
3B Tulare
4B Tuolumne
3C Ventura
3B Yolo
3B Yuba
COLORADO
5B Adams
6B Alamosa
5B Arapahoe
6B Archuleta
4B Baca
4B Bent
5B Boulder
5B Broomfield
6B Chaffee
5B Cheyenne
7 Clear Creek
6B Conejos
6B Costilla
5B Crowley

(continued)

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TABLE C301.1—continued
CLIMATE ZONES, MOISTURE REGIMES, AND WARM HUMID DESIGNATIONS BY STATE, COUNTY AND TERRITORY[a]

US STATES—continued
COLORADO *(continued)*
5B Custer
5B Delta
5B Denver
6B Dolores
5B Douglas
6B Eagle
5B Elbert
5B El Paso
5B Fremont
5B Garfield
5B Gilpin
7 Grand
7 Gunnison
7 Hinsdale
5B Huerfano
7 Jackson
5B Jefferson
5B Kiowa
5B Kit Carson
7 Lake
5B La Plata
5B Larimer
4B Las Animas
5B Lincoln
5B Logan
5B Mesa
7 Mineral
6B Moffat
5B Montezuma
5B Montrose
5B Morgan
4B Otero
6B Ouray
7 Park
5B Phillips
7 Pitkin
4B Prowers
5B Pueblo
6B Rio Blanco
7 Rio Grande
7 Routt
6B Saguache
7 San Juan
6B San Miguel
5B Sedgwick
7 Summit
5B Teller
5B Washington
5B Weld
5B Yuma
CONNECTICUT
5A (all)
DELAWARE
4A (all)
DISTRICT OF COLUMBIA
4A (all)
FLORIDA
2A Alachua*
2A Baker*
2A Bay*
2A Bradford*
2A Brevard*
1A Broward*
2A Calhoun*
2A Charlotte*
2A Citrus*
2A Clay*
2A Collier*
2A Columbia*
2A DeSoto*
2A Dixie*
2A Duval*
2A Escambia*
2A Flagler*
2A Franklin*
2A Gadsden*
2A Gilchrist*
2A Glades*
2A Gulf*
2A Hamilton*
2A Hardee*
2A Hendry*
2A Hernando*
2A Highlands*
2A Hillsborough*
2A Holmes*
2A Indian River*
2A Jackson*

(continued)

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TABLE C301.1—continued
CLIMATE ZONES, MOISTURE REGIMES, AND WARM HUMID DESIGNATIONS BY STATE, COUNTY AND TERRITORY[a]

US STATES—continued
FLORIDA *(continued)*
2A Jefferson*
2A Lafayette*
2A Lake*
2A Lee*
2A Leon*
2A Levy*
2A Liberty*
2A Madison*
2A Manatee*
2A Marion*
2A Martin*
1A Miami-Dade*
1A Monroe*
2A Nassau*
2A Okaloosa*
2A Okeechobee*
2A Orange*
2A Osceola*
1A Palm Beach*
2A Pasco*
2A Pinellas*
2A Polk*
2A Putnam*
2A Santa Rosa*
2A Sarasota*
2A Seminole*
2A St. Johns*
2A St. Lucie*
2A Sumter*
2A Suwannee*
2A Taylor*
2A Union*
2A Volusia*
2A Wakulla*
2A Walton*
2A Washington*
GEORGIA
2A Appling*
2A Atkinson*
2A Bacon*
2A Baker*
3A Baldwin
3A Banks
3A Barrow
3A Bartow
3A Ben Hill*
2A Berrien*
3A Bibb
3A Bleckley*
2A Brantley*
2A Brooks*
2A Bryan*
3A Bulloch*
3A Burke
3A Butts
2A Calhoun*
2A Camden*
3A Candler*
3A Carroll
3A Catoosa
2A Charlton*
2A Chatham*
3A Chattahoochee*
3A Chattooga
3A Cherokee
3A Clarke
3A Clay*
3A Clayton
2A Clinch*
3A Cobb
2A Coffee*
2A Colquitt*
3A Columbia
2A Cook*
3A Coweta
3A Crawford
3A Crisp*
3A Dade
3A Dawson
2A Decatur*
3A DeKalb
3A Dodge*
3A Dooly*
2A Dougherty*
3A Douglas
2A Early*
2A Echols*
2A Effingham*

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TABLE C301.1—continued
CLIMATE ZONES, MOISTURE REGIMES, AND WARM HUMID DESIGNATIONS BY STATE, COUNTY AND TERRITORY[a]

US STATES—continued
GEORGIA *(continued)*
3A Elbert
3A Emanuel*
2A Evans*
3A Fannin
3A Fayette
3A Floyd
3A Forsyth
3A Franklin
3A Fulton
3A Gilmer
3A Glascock
2A Glynn*
3A Gordon
2A Grady*
3A Greene
3A Gwinnett
3A Habersham
3A Hall
3A Hancock
3A Haralson
3A Harris
3A Hart
3A Heard
3A Henry
3A Houston*
3A Irwin*
3A Jackson
3A Jasper
2A Jeff Davis*
3A Jefferson
3A Jenkins*
3A Johnson*
3A Jones
3A Lamar
2A Lanier*
3A Laurens*
3A Lee*
2A Liberty*
3A Lincoln
2A Long*
2A Lowndes*
3A Lumpkin
3A Macon*
3A Madison
3A Marion*
3A McDuffie
2A McIntosh*
3A Meriwether
2A Miller*
2A Mitchell*
3A Monroe
3A Montgomery*
3A Morgan
3A Murray
3A Muscogee
3A Newton
3A Oconee
3A Oglethorpe
3A Paulding
3A Peach*
3A Pickens
2A Pierce*
3A Pike
3A Polk
3A Pulaski*
3A Putnam
3A Quitman*
3A Rabun
3A Randolph*
3A Richmond
3A Rockdale
3A Schley*
3A Screven*
2A Seminole*
3A Spalding
3A Stephens
3A Stewart*
3A Sumter*
3A Talbot
3A Taliaferro
2A Tattnall*
3A Taylor*
3A Telfair*
3A Terrell*
2A Thomas*
2A Tift*
2A Toombs*
3A Towns

(continued)

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TABLE C301.1—continued
CLIMATE ZONES, MOISTURE REGIMES, AND WARM HUMID DESIGNATIONS BY STATE, COUNTY AND TERRITORY[a]

US STATES—continued
GEORGIA *(continued)*
3A Treutlen*
3A Troup
3A Turner*
3A Twiggs*
3A Union
3A Upson
3A Walker
3A Walton
2A Ware*
3A Warren
3A Washington
2A Wayne*
3A Webster*
3A Wheeler*
3A White
3A Whitfield
3A Wilcox*
3A Wilkes
3A Wilkinson
2A Worth*
HAWAII
1A (all)*
IDAHO
5B Ada
6B Adams
6B Bannock
6B Bear Lake
5B Benewah
6B Bingham
6B Blaine
6B Boise
6B Bonner
6B Bonneville
6B Boundary
6B Butte
6B Camas
5B Canyon
6B Caribou
5B Cassia
6B Clark
5B Clearwater
6B Custer
5B Elmore
6B Franklin
6B Fremont
5B Gem
5B Gooding
5B Idaho
6B Jefferson
5B Jerome
5B Kootenai
5B Latah
6B Lemhi
5B Lewis
5B Lincoln
6B Madison
5B Minidoka
5B Nez Perce
6B Oneida
5B Owyhee
5B Payette
5B Power
5B Shoshone
6B Teton
5B Twin Falls
6B Valley
5B Washington
ILLINOIS
5A Adams
4A Alexander
4A Bond
5A Boone
5A Brown
5A Bureau
4A Calhoun
5A Carroll
5A Cass
5A Champaign
4A Christian
4A Clark
4A Clay
4A Clinton
4A Coles
5A Cook
4A Crawford
4A Cumberland
5A DeKalb
5A De Witt

(continued)

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TABLE C301.1—continued
CLIMATE ZONES, MOISTURE REGIMES, AND WARM HUMID DESIGNATIONS BY STATE, COUNTY AND TERRITORY[a]

US STATES—continued
ILLINOIS *(continued)*
5A Douglas
5A DuPage
5A Edgar
4A Edwards
4A Effingham
4A Fayette
5A Ford
4A Franklin
5A Fulton
4A Gallatin
4A Greene
5A Grundy
4A Hamilton
5A Hancock
4A Hardin
5A Henderson
5A Henry
5A Iroquois
4A Jackson
4A Jasper
4A Jefferson
4A Jersey
5A Jo Daviess
4A Johnson
5A Kane
5A Kankakee
5A Kendall
5A Knox
5A Lake
5A La Salle
4A Lawrence
5A Lee
5A Livingston
5A Logan
5A Macon
4A Macoupin
4A Madison
4A Marion
5A Marshall
5A Mason
4A Massac
5A McDonough
5A McHenry
5A McLean
5A Menard
5A Mercer
4A Monroe
4A Montgomery
5A Morgan
5A Moultrie
5A Ogle
5A Peoria
4A Perry
5A Piatt
5A Pike
4A Pope
4A Pulaski
5A Putnam
4A Randolph
4A Richland
5A Rock Island
4A Saline
5A Sangamon
5A Schuyler
5A Scott
4A Shelby
5A Stark
4A St. Clair
5A Stephenson
5A Tazewell
4A Union
5A Vermilion
4A Wabash
5A Warren
4A Washington
4A Wayne
4A White
5A Whiteside
5A Will
4A Williamson
5A Winnebago
5A Woodford
INDIANA
5A Adams
5A Allen
4A Bartholomew
5A Benton
5A Blackford
5A Boone
4A Brown

(continued)

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TABLE C301.1—continued
CLIMATE ZONES, MOISTURE REGIMES, AND WARM HUMID DESIGNATIONS BY STATE, COUNTY AND TERRITORY[a]

US STATES—continued
INDIANA *(continued)*
5A Carroll
5A Cass
4A Clark
4A Clay
5A Clinton
4A Crawford
4A Daviess
4A Dearborn
4A Decatur
5A De Kalb
5A Delaware
4A Dubois
5A Elkhart
4A Fayette
4A Floyd
5A Fountain
4A Franklin
5A Fulton
4A Gibson
5A Grant
4A Greene
5A Hamilton
5A Hancock
4A Harrison
4A Hendricks
5A Henry
5A Howard
5A Huntington
4A Jackson
5A Jasper
5A Jay
4A Jefferson
4A Jennings
4A Johnson
4A Knox
5A Kosciusko
5A LaGrange
5A Lake
5A LaPorte
4A Lawrence
5A Madison
4A Marion
5A Marshall
4A Martin
5A Miami
4A Monroe
5A Montgomery
4A Morgan
5A Newton
5A Noble
4A Ohio
4A Orange
4A Owen
5A Parke
4A Perry
4A Pike
5A Porter
4A Posey
5A Pulaski
4A Putnam
5A Randolph
4A Ripley
4A Rush
4A Scott
4A Shelby
4A Spencer
5A Starke
5A Steuben
5A St. Joseph
4A Sullivan
4A Switzerland
5A Tippecanoe
5A Tipton
4A Union
4A Vanderburgh
5A Vermillion
4A Vigo
5A Wabash
5A Warren
4A Warrick
4A Washington
5A Wayne
5A Wells
5A White
5A Whitley
IOWA
5A Adair
5A Adams

(continued)

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TABLE C301.1—continued
CLIMATE ZONES, MOISTURE REGIMES, AND WARM HUMID DESIGNATIONS BY STATE, COUNTY AND TERRITORY[a]

US STATES—continued
IOWA *(continued)*
5A Allamakee
5A Appanoose
5A Audubon
5A Benton
6A Black Hawk
5A Boone
5A Bremer
5A Buchanan
5A Buena Vista
5A Butler
5A Calhoun
5A Carroll
5A Cass
5A Cedar
6A Cerro Gordo
5A Cherokee
5A Chickasaw
5A Clarke
6A Clay
5A Clayton
5A Clinton
5A Crawford
5A Dallas
5A Davis
5A Decatur
5A Delaware
5A Des Moines
6A Dickinson
5A Dubuque
6A Emmet
5A Fayette
5A Floyd
5A Franklin
5A Fremont
5A Greene
5A Grundy
5A Guthrie
5A Hamilton
6A Hancock
5A Hardin
5A Harrison
5A Henry
5A Howard
5A Humboldt
5A Ida
5A Iowa
5A Jackson
5A Jasper
5A Jefferson
5A Johnson
5A Jones
5A Keokuk
6A Kossuth
5A Lee
5A Linn
5A Louisa
5A Lucas
6A Lyon
5A Madison
5A Mahaska
5A Marion
5A Marshall
5A Mills
6A Mitchell
5A Monona
5A Monroe
5A Montgomery
5A Muscatine
6A O'Brien
6A Osceola
5A Page
6A Palo Alto
5A Plymouth
5A Pocahontas
5A Polk
5A Pottawattamie
5A Poweshiek
5A Ringgold
5A Sac
5A Scott
5A Shelby
6A Sioux
5A Story
5A Tama
5A Taylor
5A Union
5A Van Buren
5A Wapello

(continued)

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TABLE C301.1—continued
CLIMATE ZONES, MOISTURE REGIMES, AND WARM HUMID DESIGNATIONS BY STATE, COUNTY AND TERRITORY[a]

US STATES—continued
IOWA *(continued)*
5A Warren
5A Washington
5A Wayne
5A Webster
6A Winnebago
5A Winneshiek
5A Woodbury
6A Worth
5A Wright
KANSAS
4A Allen
4A Anderson
4A Atchison
4A Barber
4A Barton
4A Bourbon
4A Brown
4A Butler
4A Chase
4A Chautauqua
4A Cherokee
5A Cheyenne
4A Clark
4A Clay
4A Cloud
4A Coffey
4A Comanche
4A Cowley
4A Crawford
5A Decatur
4A Dickinson
4A Doniphan
4A Douglas
4A Edwards
4A Elk
4A Ellis
4A Ellsworth
4A Finney
4A Ford
4A Franklin
4A Geary
5A Gove
4A Graham
4A Grant
4A Gray
5A Greeley
4A Greenwood
4A Hamilton
4A Harper
4A Harvey
4A Haskell
4A Hodgeman
4A Jackson
4A Jefferson
5A Jewell
4A Johnson
4A Kearny
4A Kingman
4A Kiowa
4A Labette
4A Lane
4A Leavenworth
4A Lincoln
4A Linn
5A Logan
4A Lyon
4A Marion
4A Marshall
4A McPherson
4A Meade
4A Miami
4A Mitchell
4A Montgomery
4A Morris
4A Morton
4A Nemaha
4A Neosho
4A Ness
5A Norton
4A Osage
4A Osborne
4A Ottawa
4A Pawnee
5A Phillips
4A Pottawatomie
4A Pratt
5A Rawlins
4A Reno

(continued)

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TABLE C301.1—continued
CLIMATE ZONES, MOISTURE REGIMES, AND WARM HUMID DESIGNATIONS BY STATE, COUNTY AND TERRITORY[a]

US STATES—continued
KANSAS *(continued)*
5A Republic
4A Rice
4A Riley
4A Rooks
4A Rush
4A Russell
4A Saline
5A Scott
4A Sedgwick
4A Seward
4A Shawnee
5A Sheridan
5A Sherman
5A Smith
4A Stafford
4A Stanton
4A Stevens
4A Sumner
5A Thomas
4A Trego
4A Wabaunsee
5A Wallace
4A Washington
5A Wichita
4A Wilson
4A Woodson
4A Wyandotte
KENTUCKY
4A (all)
LOUISIANA
2A Acadia*
2A Allen*
2A Ascension*
2A Assumption*
2A Avoyelles*
2A Beauregard*
3A Bienville*
3A Bossier*
3A Caddo*
2A Calcasieu*
3A Caldwell*
2A Cameron*
3A Catahoula*
3A Claiborne*
3A Concordia*
3A De Soto*
2A East Baton Rouge*
3A East Carroll
2A East Feliciana*
2A Evangeline*
3A Franklin*
3A Grant*
2A Iberia*
2A Iberville*
3A Jackson*
2A Jefferson*
2A Jefferson Davis*
2A Lafayette*
2A Lafourche*
3A La Salle*
3A Lincoln*
2A Livingston*
3A Madison*
3A Morehouse
3A Natchitoches*
2A Orleans*
3A Ouachita*
2A Plaquemines*
2A Pointe Coupee*
2A Rapides*
3A Red River*
3A Richland*
3A Sabine*
2A St. Bernard*
2A St. Charles*
2A St. Helena*
2A St. James*
2A St. John the Baptist*
2A St. Landry*
2A St. Martin*
2A St. Mary*
2A St. Tammany*
2A Tangipahoa*
3A Tensas*
2A Terrebonne*
3A Union*
2A Vermilion*
3A Vernon*

(continued)

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TABLE C301.1—continued
CLIMATE ZONES, MOISTURE REGIMES, AND WARM HUMID DESIGNATIONS BY STATE, COUNTY AND TERRITORY[a]

US STATES—continued
LOUISIANA *(continued)*
2A Washington*
3A Webster*
2A West Baton Rouge*
3A West Carroll
2A West Feliciana*
3A Winn*
MAINE
6A Androscoggin
7 Aroostook
6A Cumberland
6A Franklin
6A Hancock
6A Kennebec
6A Knox
6A Lincoln
6A Oxford
6A Penobscot
6A Piscataquis
6A Sagadahoc
6A Somerset
6A Waldo
6A Washington
6A York
MARYLAND
5A Allegany
4A Anne Arundel
4A Baltimore
4A Baltimore (city)
4A Calvert
4A Caroline
4A Carroll
4A Cecil
4A Charles
4A Dorchester
4A Frederick
5A Garrett
4A Harford
4A Howard
4A Kent
4A Montgomery
4A Prince George's
4A Queen Anne's
4A Somerset
4A St. Mary's
4A Talbot
4A Washington
4A Wicomico
4A Worcester
MASSACHUSETTS
5A (all)
MICHIGAN
6A Alcona
6A Alger
5A Allegan
6A Alpena
6A Antrim
6A Arenac
6A Baraga
5A Barry
5A Bay
6A Benzie
5A Berrien
5A Branch
5A Calhoun
5A Cass
6A Charlevoix
6A Cheboygan
6A Chippewa
6A Clare
5A Clinton
6A Crawford
6A Delta
6A Dickinson
5A Eaton
6A Emmet
5A Genesee
6A Gladwin
6A Gogebic
6A Grand Traverse
5A Gratiot
5A Hillsdale
6A Houghton
5A Huron
5A Ingham
5A Ionia
6A Iosco
6A Iron
6A Isabella

(continued)

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TABLE C301.1—continued
CLIMATE ZONES, MOISTURE REGIMES, AND WARM HUMID DESIGNATIONS BY STATE, COUNTY AND TERRITORY[a]

US STATES—continued
MICHIGAN *(continued)*
5A Jackson
5A Kalamazoo
6A Kalkaska
5A Kent
7 Keweenaw
6A Lake
5A Lapeer
6A Leelanau
5A Lenawee
5A Livingston
6A Luce
6A Mackinac
5A Macomb
6A Manistee
7 Marquette
6A Mason
6A Mecosta
6A Menominee
5A Midland
6A Missaukee
5A Monroe
5A Montcalm
6A Montmorency
5A Muskegon
6A Newaygo
5A Oakland
6A Oceana
6A Ogemaw
6A Ontonagon
6A Osceola
6A Oscoda
6A Otsego
5A Ottawa
6A Presque Isle
6A Roscommon
5A Saginaw
5A Sanilac
6A Schoolcraft
5A Shiawassee
5A St. Clair
5A St. Joseph
5A Tuscola
5A Van Buren
5A Washtenaw
5A Wayne
6A Wexford
MINNESOTA
7 Aitkin
6A Anoka
6A Becker
7 Beltrami
6A Benton
6A Big Stone
6A Blue Earth
6A Brown
7 Carlton
6A Carver
7 Cass
6A Chippewa
6A Chisago
6A Clay
7 Clearwater
7 Cook
6A Cottonwood
7 Crow Wing
6A Dakota
6A Dodge
6A Douglas
6A Faribault
5A Fillmore
6A Freeborn
6A Goodhue
6A Grant
6A Hennepin
5A Houston
7 Hubbard
6A Isanti
7 Itasca
6A Jackson
6A Kanabec
6A Kandiyohi
7 Kittson
7 Koochiching
6A Lac qui Parle
7 Lake
7 Lake of the Woods
6A Le Sueur
6A Lincoln

(continued)

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TABLE C301.1—continued
CLIMATE ZONES, MOISTURE REGIMES, AND WARM HUMID DESIGNATIONS BY STATE, COUNTY AND TERRITORY[a]

US STATES—continued
MINNESOTA *(continued)*
6A Lyon
7 Mahnomen
7 Marshall
6A Martin
6A McLeod
6A Meeker
6A Mille Lacs
6A Morrison
6A Mower
6A Murray
6A Nicollet
6A Nobles
7 Norman
6A Olmsted
6A Otter Tail
7 Pennington
7 Pine
6A Pipestone
7 Polk
6A Pope
6A Ramsey
7 Red Lake
6A Redwood
6A Renville
6A Rice
6A Rock
7 Roseau
6A Scott
6A Sherburne
6A Sibley
6A Stearns
6A Steele
6A Stevens
7 St. Louis
6A Swift
6A Todd
6A Traverse
6A Wabasha
7 Wadena
6A Waseca
6A Washington
6A Watonwan
6A Wilkin
5A Winona
6A Wright
6A Yellow Medicine
MISSISSIPPI
3A Adams*
3A Alcorn
3A Amite*
3A Attala
3A Benton
3A Bolivar
3A Calhoun
3A Carroll
3A Chickasaw
3A Choctaw
3A Claiborne*
3A Clarke
3A Clay
3A Coahoma
3A Copiah*
3A Covington*
3A DeSoto
3A Forrest*
3A Franklin*
2A George*
3A Greene*
3A Grenada
2A Hancock*
2A Harrison*
3A Hinds*
3A Holmes
3A Humphreys
3A Issaquena
3A Itawamba
2A Jackson*
3A Jasper
3A Jefferson*
3A Jefferson Davis*
3A Jones*
3A Kemper
3A Lafayette
3A Lamar*
3A Lauderdale
3A Lawrence*
3A Leake
3A Lee

(continued)

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TABLE C301.1—continued
CLIMATE ZONES, MOISTURE REGIMES, AND WARM HUMID DESIGNATIONS BY STATE, COUNTY AND TERRITORY[a]

US STATES—continued
MISSISSIPPI *(continued)*
3A Leflore
3A Lincoln*
3A Lowndes
3A Madison
3A Marion*
3A Marshall
3A Monroe
3A Montgomery
3A Neshoba
3A Newton
3A Noxubee
3A Oktibbeha
3A Panola
2A Pearl River*
3A Perry*
3A Pike*
3A Pontotoc
3A Prentiss
3A Quitman
3A Rankin*
3A Scott
3A Sharkey
3A Simpson*
3A Smith*
2A Stone*
3A Sunflower
3A Tallahatchie
3A Tate
3A Tippah
3A Tishomingo
3A Tunica
3A Union
3A Walthall*
3A Warren*
3A Washington
3A Wayne*
3A Webster
3A Wilkinson*
3A Winston
3A Yalobusha
3A Yazoo
MISSOURI
5A Adair
5A Andrew
5A Atchison
4A Audrain
4A Barry
4A Barton
4A Bates
4A Benton
4A Bollinger
4A Boone
4A Buchanan
4A Butler
4A Caldwell
4A Callaway
4A Camden
4A Cape Girardeau
4A Carroll
4A Carter
4A Cass
4A Cedar
4A Chariton
4A Christian
5A Clark
4A Clay
4A Clinton
4A Cole
4A Cooper
4A Crawford
4A Dade
4A Dallas
5A Daviess
5A DeKalb
4A Dent
4A Douglas
3A Dunklin
4A Franklin
4A Gasconade
5A Gentry
4A Greene
5A Grundy
5A Harrison
4A Henry
4A Hickory
5A Holt
4A Howard
4A Howell

(continued)

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TABLE C301.1—continued
CLIMATE ZONES, MOISTURE REGIMES, AND WARM HUMID DESIGNATIONS BY STATE, COUNTY AND TERRITORY[a]

US STATES—continued
MISSOURI *(continued)*
4A Iron
4A Jackson
4A Jasper
4A Jefferson
4A Johnson
5A Knox
4A Laclede
4A Lafayette
4A Lawrence
5A Lewis
4A Lincoln
5A Linn
5A Livingston
5A Macon
4A Madison
4A Maries
5A Marion
4A McDonald
5A Mercer
4A Miller
4A Mississippi
4A Moniteau
4A Monroe
4A Montgomery
4A Morgan
4A New Madrid
4A Newton
5A Nodaway
4A Oregon
4A Osage
4A Ozark
3A Pemiscot
4A Perry
4A Pettis
4A Phelps
5A Pike
4A Platte
4A Polk
4A Pulaski
5A Putnam
5A Ralls
4A Randolph
4A Ray
4A Reynolds
4A Ripley
4A Saline
5A Schuyler
5A Scotland
4A Scott
4A Shannon
5A Shelby
4A St. Charles
4A St. Clair
4A St. Francois
4A St. Louis
4A St. Louis (city)
4A Ste. Genevieve
4A Stoddard
4A Stone
5A Sullivan
4A Taney
4A Texas
4A Vernon
4A Warren
4A Washington
4A Wayne
4A Webster
5A Worth
4A Wright
MONTANA
6B (all)
NEBRASKA
5A (all)
NEVADA
4B Carson City (city)
5B Churchill
3B Clark
4B Douglas
5B Elko
4B Esmeralda
5B Eureka
5B Humboldt
5B Lander
4B Lincoln
4B Lyon
4B Mineral
4B Nye
5B Pershing

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TABLE C301.1—continued
CLIMATE ZONES, MOISTURE REGIMES, AND WARM HUMID DESIGNATIONS BY STATE, COUNTY AND TERRITORY[a]

US STATES—continued
NEVADA *(continued)*
5B Storey
5B Washoe
5B White Pine
NEW HAMPSHIRE
6A Belknap
6A Carroll
5A Cheshire
6A Coos
6A Grafton
5A Hillsborough
5A Merrimack
5A Rockingham
5A Strafford
6A Sullivan
NEW JERSEY
4A Atlantic
5A Bergen
4A Burlington
4A Camden
4A Cape May
4A Cumberland
4A Essex
4A Gloucester
4A Hudson
5A Hunterdon
4A Mercer
4A Middlesex
4A Monmouth
5A Morris
4A Ocean
5A Passaic
4A Salem
5A Somerset
5A Sussex
4A Union
5A Warren
NEW MEXICO
4B Bernalillo
4B Catron
3B Chaves
4B Cibola
5B Colfax
4B Curry
4B DeBaca
3B Doña Ana
3B Eddy
4B Grant
4B Guadalupe
5B Harding
3B Hidalgo
3B Lea
4B Lincoln
5B Los Alamos
3B Luna
5B McKinley
5B Mora
3B Otero
4B Quay
5B Rio Arriba
4B Roosevelt
5B Sandoval
5B San Juan
5B San Miguel
5B Santa Fe
3B Sierra
4B Socorro
5B Taos
5B Torrance
4B Union
4B Valencia
NEW YORK
5A Albany
5A Allegany
4A Bronx
5A Broome
5A Cattaraugus
5A Cayuga
5A Chautauqua
5A Chemung
6A Chenango
6A Clinton
5A Columbia
5A Cortland
6A Delaware
5A Dutchess
5A Erie
6A Essex
6A Franklin

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TABLE C301.1—continued
CLIMATE ZONES, MOISTURE REGIMES, AND WARM HUMID DESIGNATIONS BY STATE, COUNTY AND TERRITORY[a]

US STATES—continued
NEW YORK *(continued)*
6A Fulton
5A Genesee
5A Greene
6A Hamilton
6A Herkimer
6A Jefferson
4A Kings
6A Lewis
5A Livingston
6A Madison
5A Monroe
6A Montgomery
4A Nassau
4A New York
5A Niagara
6A Oneida
5A Onondaga
5A Ontario
5A Orange
5A Orleans
5A Oswego
6A Otsego
5A Putnam
4A Queens
5A Rensselaer
4A Richmond
5A Rockland
5A Saratoga
5A Schenectady
5A Schoharie
5A Schuyler
5A Seneca
5A Steuben
6A St. Lawrence
4A Suffolk
6A Sullivan
5A Tioga
5A Tompkins
6A Ulster
6A Warren
5A Washington
5A Wayne
4A Westchester
5A Wyoming
5A Yates
NORTH CAROLINA
3A Alamance
3A Alexander
5A Alleghany
3A Anson
5A Ashe
5A Avery
3A Beaufort
3A Bertie
3A Bladen
3A Brunswick*
4A Buncombe
4A Burke
3A Cabarrus
4A Caldwell
3A Camden
3A Carteret*
3A Caswell
3A Catawba
3A Chatham
3A Cherokee
3A Chowan
3A Clay
3A Cleveland
3A Columbus*
3A Craven
3A Cumberland
3A Currituck
3A Dare
3A Davidson
3A Davie
3A Duplin
3A Durham
3A Edgecombe
3A Forsyth
3A Franklin
3A Gaston
3A Gates
4A Graham
3A Granville
3A Greene
3A Guilford
3A Halifax

(continued)

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TABLE C301.1—continued
CLIMATE ZONES, MOISTURE REGIMES, AND WARM HUMID DESIGNATIONS BY STATE, COUNTY AND TERRITORY[a]

US STATES—continued
NORTH CAROLINA *(continued)*
3A Harnett
4A Haywood
4A Henderson
3A Hertford
3A Hoke
3A Hyde
3A Iredell
4A Jackson
3A Johnston
3A Jones
3A Lee
3A Lenoir
3A Lincoln
4A Macon
4A Madison
3A Martin
4A McDowell
3A Mecklenburg
4A Mitchell
3A Montgomery
3A Moore
3A Nash
3A New Hanover*
3A Northampton
3A Onslow*
3A Orange
3A Pamlico
3A Pasquotank
3A Pender*
3A Perquimans
3A Person
3A Pitt
3A Polk
3A Randolph
3A Richmond
3A Robeson
3A Rockingham
3A Rowan
3A Rutherford
3A Sampson
3A Scotland
3A Stanly
4A Stokes
4A Surry
4A Swain
4A Transylvania
3A Tyrrell
3A Union
3A Vance
3A Wake
3A Warren
3A Washington
5A Watauga
3A Wayne
3A Wilkes
3A Wilson
4A Yadkin
5A Yancey
NORTH DAKOTA
6A Adams
6A Barnes
7 Benson
6A Billings
7 Bottineau
6A Bowman
7 Burke
6A Burleigh
6A Cass
7 Cavalier
6A Dickey
7 Divide
6A Dunn
6A Eddy
6A Emmons
6A Foster
6A Golden Valley
7 Grand Forks
6A Grant
6A Griggs
6A Hettinger
6A Kidder
6A LaMoure
6A Logan
7 McHenry
6A McIntosh
6A McKenzie
6A McLean
6A Mercer

(continued)

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TABLE C301.1—continued
CLIMATE ZONES, MOISTURE REGIMES, AND WARM HUMID DESIGNATIONS BY STATE, COUNTY AND TERRITORY[a]

US STATES—continued
NORTH DAKOTA *(continued)*
6A Morton
6A Mountrail
7 Nelson
6A Oliver
7 Pembina
7 Pierce
7 Ramsey
6A Ransom
7 Renville
6A Richland
7 Rolette
6A Sargent
6A Sheridan
6A Sioux
6A Slope
6A Stark
6A Steele
6A Stutsman
7 Towner
6A Traill
7 Walsh
7 Ward
6A Wells
6A Williams
OHIO
4A Adams
5A Allen
5A Ashland
5A Ashtabula
4A Athens
5A Auglaize
5A Belmont
4A Brown
4A Butler
5A Carroll
5A Champaign
5A Clark
4A Clermont
4A Clinton
5A Columbiana
5A Coshocton
5A Crawford
5A Cuyahoga
5A Darke
5A Defiance
5A Delaware
5A Erie
5A Fairfield
4A Fayette
4A Franklin
5A Fulton
4A Gallia
5A Geauga
4A Greene
5A Guernsey
4A Hamilton
5A Hancock
5A Hardin
5A Harrison
5A Henry
4A Highland
4A Hocking
5A Holmes
5A Huron
4A Jackson
5A Jefferson
5A Knox
5A Lake
4A Lawrence
5A Licking
5A Logan
5A Lorain
5A Lucas
4A Madison
5A Mahoning
5A Marion
5A Medina
4A Meigs
5A Mercer
5A Miami
5A Monroe
5A Montgomery
5A Morgan
5A Morrow
5A Muskingum
5A Noble
5A Ottawa
5A Paulding

(continued)

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TABLE C301.1—continued
CLIMATE ZONES, MOISTURE REGIMES, AND WARM HUMID DESIGNATIONS BY STATE, COUNTY AND TERRITORY[a]

US STATES—continued
OHIO *(continued)*
5A Perry
4A Pickaway
4A Pike
5A Portage
5A Preble
5A Putnam
5A Richland
4A Ross
5A Sandusky
4A Scioto
5A Seneca
5A Shelby
5A Stark
5A Summit
5A Trumbull
5A Tuscarawas
5A Union
5A Van Wert
4A Vinton
4A Warren
4A Washington
5A Wayne
5A Williams
5A Wood
5A Wyandot
OKLAHOMA
3A Adair
4A Alfalfa
3A Atoka
4B Beaver
3A Beckham
3A Blaine
3A Bryan
3A Caddo
3A Canadian
3A Carter
3A Cherokee
3A Choctaw
4B Cimarron
3A Cleveland
3A Coal
3A Comanche
3A Cotton
4A Craig
3A Creek
3A Custer
4A Delaware
3A Dewey
4A Ellis
4A Garfield
3A Garvin
3A Grady
4A Grant
3A Greer
3A Harmon
4A Harper
3A Haskell
3A Hughes
3A Jackson
3A Jefferson
3A Johnston
4A Kay
3A Kingfisher
3A Kiowa
3A Latimer
3A Le Flore
3A Lincoln
3A Logan
3A Love
4A Major
3A Marshall
3A Mayes
3A McClain
3A McCurtain
3A McIntosh
3A Murray
3A Muskogee
3A Noble
4A Nowata
3A Okfuskee
3A Oklahoma
3A Okmulgee
4A Osage
4A Ottawa
3A Pawnee
3A Payne
3A Pittsburg
3A Pontotoc

(continued)

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TABLE C301.1—continued
CLIMATE ZONES, MOISTURE REGIMES, AND WARM HUMID DESIGNATIONS BY STATE, COUNTY AND TERRITORY[a]

US STATES—continued
OKLAHOMA *(continued)*
3A Pottawatomie
3A Pushmataha
3A Roger Mills
3A Rogers
3A Seminole
3A Sequoyah
3A Stephens
4B Texas
3A Tillman
3A Tulsa
3A Wagoner
4A Washington
3A Washita
4A Woods
4A Woodward
OREGON
5B Baker
4C Benton
4C Clackamas
4C Clatsop
4C Columbia
4C Coos
5B Crook
4C Curry
5B Deschutes
4C Douglas
5B Gilliam
5B Grant
5B Harney
5B Hood River
4C Jackson
5B Jefferson
4C Josephine
5B Klamath
5B Lake
4C Lane
4C Lincoln
4C Linn
5B Malheur
4C Marion
5B Morrow
4C Multnomah
4C Polk
5B Sherman
4C Tillamook
5B Umatilla
5B Union
5B Wallowa
5B Wasco
4C Washington
5B Wheeler
4C Yamhill
PENNSYLVANIA
4A Adams
5A Allegheny
5A Armstrong
5A Beaver
5A Bedford
4A Berks
5A Blair
5A Bradford
4A Bucks
5A Butler
5A Cambria
5A Cameron
5A Carbon
5A Centre
4A Chester
5A Clarion
5A Clearfield
5A Clinton
5A Columbia
5A Crawford
4A Cumberland
4A Dauphin
4A Delaware
5A Elk
5A Erie
5A Fayette
5A Forest
4A Franklin
5A Fulton
5A Greene
5A Huntingdon
5A Indiana
5A Jefferson
5A Juniata
5A Lackawanna

(continued)

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TABLE C301.1—continued
CLIMATE ZONES, MOISTURE REGIMES, AND WARM HUMID DESIGNATIONS BY STATE, COUNTY AND TERRITORY[a]

US STATES—continued
PENNSYLVANIA *(continued)*
4A Lancaster
5A Lawrence
4A Lebanon
5A Lehigh
5A Luzerne
5A Lycoming
5A McKean
5A Mercer
5A Mifflin
5A Monroe
4A Montgomery
5A Montour
5A Northampton
5A Northumberland
4A Perry
4A Philadelphia
5A Pike
5A Potter
5A Schuylkill
5A Snyder
5A Somerset
5A Sullivan
5A Susquehanna
5A Tioga
5A Union
5A Venango
5A Warren
5A Washington
5A Wayne
5A Westmoreland
5A Wyoming
4A York
RHODE ISLAND
5A (all)
SOUTH CAROLINA
3A Abbeville
3A Aiken
3A Allendale*
3A Anderson
3A Bamberg*
3A Barnwell*
2A Beaufort*
3A Berkeley*
3A Calhoun
3A Charleston*
3A Cherokee
3A Chester
3A Chesterfield
3A Clarendon
3A Colleton*
3A Darlington
3A Dillon
3A Dorchester*
3A Edgefield
3A Fairfield
3A Florence
3A Georgetown*
3A Greenville
3A Greenwood
3A Hampton*
3A Horry*
2A Jasper*
3A Kershaw
3A Lancaster
3A Laurens
3A Lee
3A Lexington
3A Marion
3A Marlboro
3A McCormick
3A Newberry
3A Oconee
3A Orangeburg
3A Pickens
3A Richland
3A Saluda
3A Spartanburg
3A Sumter
3A Union
3A Williamsburg
3A York
SOUTH DAKOTA
6A Aurora
6A Beadle
5A Bennett
5A Bon Homme
6A Brookings
6A Brown

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TABLE C301.1—continued
CLIMATE ZONES, MOISTURE REGIMES, AND WARM HUMID DESIGNATIONS BY STATE, COUNTY AND TERRITORY[a]

US STATES—continued
SOUTH DAKOTA *(continued)*
5A Brule
6A Buffalo
6A Butte
6A Campbell
5A Charles Mix
6A Clark
5A Clay
6A Codington
6A Corson
6A Custer
6A Davison
6A Day
6A Deuel
6A Dewey
5A Douglas
6A Edmunds
6A Fall River
6A Faulk
6A Grant
5A Gregory
5A Haakon
6A Hamlin
6A Hand
6A Hanson
6A Harding
6A Hughes
5A Hutchinson
6A Hyde
5A Jackson
6A Jerauld
5A Jones
6A Kingsbury
6A Lake
6A Lawrence
6A Lincoln
5A Lyman
6A Marshall
6A McCook
6A McPherson
6A Meade
5A Mellette
6A Miner
6A Minnehaha
6A Moody
6A Pennington
6A Perkins
6A Potter
6A Roberts
6A Sanborn
6A Shannon
6A Spink
5A Stanley
6A Sully
5A Todd
5A Tripp
6A Turner
5A Union
6A Walworth
5A Yankton
6A Ziebach
TENNESSEE
4A Anderson
3A Bedford
4A Benton
4A Bledsoe
4A Blount
4A Bradley
4A Campbell
4A Cannon
4A Carroll
4A Carter
4A Cheatham
3A Chester
4A Claiborne
4A Clay
4A Cocke
3A Coffee
3A Crockett
4A Cumberland
3A Davidson
3A Decatur
4A DeKalb
4A Dickson
3A Dyer
3A Fayette
4A Fentress
3A Franklin
3A Gibson

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TABLE C301.1—continued
CLIMATE ZONES, MOISTURE REGIMES, AND WARM HUMID DESIGNATIONS BY STATE, COUNTY AND TERRITORY[a]

US STATES—continued
TENNESSEE *(continued)*
3A Giles
4A Grainger
4A Greene
3A Grundy
4A Hamblen
3A Hamilton
4A Hancock
3A Hardeman
3A Hardin
4A Hawkins
3A Haywood
3A Henderson
4A Henry
3A Hickman
4A Houston
4A Humphreys
4A Jackson
4A Jefferson
4A Johnson
4A Knox
4A Lake
3A Lauderdale
3A Lawrence
3A Lewis
3A Lincoln
4A Loudon
4A Macon
3A Madison
3A Marion
3A Marshall
3A Maury
4A McMinn
3A McNairy
4A Meigs
4A Monroe
4A Montgomery
3A Moore
4A Morgan
4A Obion
4A Overton
3A Perry
4A Pickett
4A Polk
4A Putnam
4A Rhea
4A Roane
4A Robertson
3A Rutherford
4A Scott
4A Sequatchie
4A Sevier
3A Shelby
4A Smith
4A Stewart
4A Sullivan
4A Sumner
3A Tipton
4A Trousdale
4A Unicoi
4A Union
4A Van Buren
4A Warren
4A Washington
3A Wayne
4A Weakley
4A White
3A Williamson
4A Wilson
TEXAS
2A Anderson*
3B Andrews
2A Angelina*
2A Aransas*
3A Archer
4B Armstrong
2A Atascosa*
2A Austin*
4B Bailey
2B Bandera
2A Bastrop*
3B Baylor
2A Bee*
2A Bell*
2A Bexar*
3A Blanco*
3B Borden
2A Bosque*
3A Bowie*

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TABLE C301.1—continued
CLIMATE ZONES, MOISTURE REGIMES, AND WARM HUMID DESIGNATIONS BY STATE, COUNTY AND TERRITORY[a]

US STATES—continued
TEXAS *(continued)*
2A Brazoria*
2A Brazos*
3B Brewster
4B Briscoe
2A Brooks*
3A Brown*
2A Burleson*
3A Burnet*
2A Caldwell*
2A Calhoun*
3B Callahan
1A Cameron*
3A Camp*
4B Carson
3A Cass*
4B Castro
2A Chambers*
2A Cherokee*
3B Childress
3A Clay
4B Cochran
3B Coke
3B Coleman
3A Collin*
3B Collingsworth
2A Colorado*
2A Comal*
3A Comanche*
3B Concho
3A Cooke
2A Coryell*
3B Cottle
3B Crane
3B Crockett
3B Crosby
3B Culberson
4B Dallam
2A Dallas*
3B Dawson
4B Deaf Smith
3A Delta
3A Denton*
2A DeWitt*
3B Dickens
2B Dimmit
4B Donley
2A Duval*
3A Eastland
3B Ector
2B Edwards
2A Ellis*
3B El Paso
3A Erath*
2A Falls*
3A Fannin
2A Fayette*
3B Fisher
4B Floyd
3B Foard
2A Fort Bend*
3A Franklin*
2A Freestone*
2B Frio
3B Gaines
2A Galveston*
3B Garza
3A Gillespie*
3B Glasscock
2A Goliad*
2A Gonzales*
4B Gray
3A Grayson
3A Gregg*
2A Grimes*
2A Guadalupe*
4B Hale
3B Hall
3A Hamilton*
4B Hansford
3B Hardeman
2A Hardin*
2A Harris*
3A Harrison*
4B Hartley
3B Haskell
2A Hays*
3B Hemphill
3A Henderson*

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TABLE C301.1—continued
CLIMATE ZONES, MOISTURE REGIMES, AND WARM HUMID DESIGNATIONS BY STATE, COUNTY AND TERRITORY[a]

US STATES—continued
TEXAS *(continued)*
1A Hidalgo*
2A Hill*
4B Hockley
3A Hood*
3A Hopkins*
2A Houston*
3B Howard
3B Hudspeth
3A Hunt*
4B Hutchinson
3B Irion
3A Jack
2A Jackson*
2A Jasper*
3B Jeff Davis
2A Jefferson*
2A Jim Hogg*
2A Jim Wells*
2A Johnson*
3B Jones
2A Karnes*
3A Kaufman*
3A Kendall*
2A Kenedy*
3B Kent
3B Kerr
3B Kimble
3B King
2B Kinney
2A Kleberg*
3B Knox
3A Lamar*
4B Lamb
3A Lampasas*
2B La Salle
2A Lavaca*
2A Lee*
2A Leon*
2A Liberty*
2A Limestone*
4B Lipscomb
2A Live Oak*
3A Llano*
3B Loving
3B Lubbock
3B Lynn
2A Madison*
3A Marion*
3B Martin
3B Mason
2A Matagorda*
2B Maverick
3B McCulloch
2A McLennan*
2A McMullen*
2B Medina
3B Menard
3B Midland
2A Milam*
3A Mills*
3B Mitchell
3A Montague
2A Montgomery*
4B Moore
3A Morris*
3B Motley
3A Nacogdoches*
2A Navarro*
2A Newton*
3B Nolan
2A Nueces*
4B Ochiltree
4B Oldham
2A Orange*
3A Palo Pinto*
3A Panola*
3A Parker*
4B Parmer
3B Pecos
2A Polk*
4B Potter
3B Presidio
3A Rains*
4B Randall
3B Reagan
2B Real
3A Red River*
3B Reeves

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TABLE C301.1—continued
CLIMATE ZONES, MOISTURE REGIMES, AND WARM HUMID DESIGNATIONS BY STATE, COUNTY AND TERRITORY[a]

US STATES—continued
TEXAS *(continued)*
2A Refugio*
4B Roberts
2A Robertson*
3A Rockwall*
3B Runnels
3A Rusk*
3A Sabine*
3A San Augustine*
2A San Jacinto*
2A San Patricio*
3A San Saba*
3B Schleicher
3B Scurry
3B Shackelford
3A Shelby*
4B Sherman
3A Smith*
3A Somervell*
2A Starr*
3A Stephens
3B Sterling
3B Stonewall
3B Sutton
4B Swisher
2A Tarrant*
3B Taylor
3B Terrell
3B Terry
3B Throckmorton
3A Titus*
3B Tom Green
2A Travis*
2A Trinity*
2A Tyler*
3A Upshur*
3B Upton
2B Uvalde
2B Val Verde
3A Van Zandt*
2A Victoria*
2A Walker*
2A Waller*
3B Ward
2A Washington*
2B Webb
2A Wharton*
3B Wheeler
3A Wichita
3B Wilbarger
1A Willacy*
2A Williamson*
2A Wilson*
3B Winkler
3A Wise
3A Wood*
4B Yoakum
3A Young
2B Zapata
2B Zavala
UTAH
5B Beaver
5B Box Elder
5B Cache
5B Carbon
6B Daggett
5B Davis
6B Duchesne
5B Emery
5B Garfield
5B Grand
5B Iron
5B Juab
5B Kane
5B Millard
6B Morgan
5B Piute
6B Rich
5B Salt Lake
5B San Juan
5B Sanpete
5B Sevier
6B Summit
5B Tooele
6B Uintah
5B Utah
6B Wasatch
3B Washington
5B Wayne

(continued)

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TABLE C301.1—continued
CLIMATE ZONES, MOISTURE REGIMES, AND WARM HUMID DESIGNATIONS BY STATE, COUNTY AND TERRITORY[a]

US STATES—continued
UTAH *(continued)*
5B Weber
VERMONT
6A (all)
VIRGINIA
4A (all except as follows:)
5A Alleghany
5A Bath
3A Brunswick
3A Chesapeake
5A Clifton Forge
5A Covington
3A Emporia
3A Franklin
3A Greensville
3A Halifax
3A Hampton
5A Highland
3A Isle of Wight
3A Mecklenburg
3A Newport News
3A Norfolk
3A Pittsylvania
3A Portsmouth
3A South Boston
3A Southampton
3A Suffolk
3A Surry
3A Sussex
3A Virginia Beach
WASHINGTON
5B Adams
5B Asotin
5B Benton
5B Chelan
5C Clallam
4C Clark
5B Columbia
4C Cowlitz
5B Douglas
6B Ferry
5B Franklin
5B Garfield
5B Grant
4C Grays Harbor
5C Island
4C Jefferson
4C King
5C Kitsap
5B Kittitas
5B Klickitat
4C Lewis
5B Lincoln
4C Mason
5B Okanogan
4C Pacific
6B Pend Oreille
4C Pierce
5C San Juan
4C Skagit
5B Skamania
4C Snohomish
5B Spokane
6B Stevens
4C Thurston
4C Wahkiakum
5B Walla Walla
4C Whatcom
5B Whitman
5B Yakima
WEST VIRGINIA
5A Barbour
4A Berkeley
4A Boone
4A Braxton
5A Brooke
4A Cabell
4A Calhoun
4A Clay
4A Doddridge
4A Fayette
4A Gilmer
5A Grant
4A Greenbrier
5A Hampshire
5A Hancock
5A Hardy
5A Harrison
4A Jackson

(continued)

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TABLE C301.1—continued
CLIMATE ZONES, MOISTURE REGIMES, AND WARM HUMID DESIGNATIONS BY STATE, COUNTY AND TERRITORY[a]

US STATES—continued
WEST VIRGINIA *(continued)*
4A Jefferson
4A Kanawha
4A Lewis
4A Lincoln
4A Logan
5A Marion
5A Marshall
4A Mason
4A McDowell
4A Mercer
5A Mineral
4A Mingo
5A Monongalia
4A Monroe
4A Morgan
4A Nicholas
5A Ohio
5A Pendleton
4A Pleasants
5A Pocahontas
5A Preston
4A Putnam
4A Raleigh
5A Randolph
4A Ritchie
4A Roane
4A Summers
5A Taylor
5A Tucker
4A Tyler
4A Upshur
4A Wayne
4A Webster
5A Wetzel
4A Wirt
4A Wood
4A Wyoming
WISCONSIN
5A Adams
6A Ashland
6A Barron
6A Bayfield
6A Brown
6A Buffalo
6A Burnett
5A Calumet
6A Chippewa
6A Clark
5A Columbia
5A Crawford
5A Dane
5A Dodge
6A Door
6A Douglas
6A Dunn
6A Eau Claire
6A Florence
5A Fond du Lac
6A Forest
5A Grant
5A Green
5A Green Lake
5A Iowa
6A Iron
6A Jackson
5A Jefferson
5A Juneau
5A Kenosha
6A Kewaunee
5A La Crosse
5A Lafayette
6A Langlade
6A Lincoln
6A Manitowoc
6A Marathon
6A Marinette
6A Marquette
6A Menominee
5A Milwaukee
5A Monroe
6A Oconto
6A Oneida
5A Outagamie
5A Ozaukee
6A Pepin
6A Pierce
6A Polk
6A Portage

(continued)

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TABLE C301.1—continued
CLIMATE ZONES, MOISTURE REGIMES, AND WARM HUMID DESIGNATIONS BY STATE, COUNTY AND TERRITORY[a]

US STATES—continued
WISCONSIN *(continued)*
6A Price
5A Racine
5A Richland
5A Rock
6A Rusk
5A Sauk
6A Sawyer
6A Shawano
6A Sheboygan
6A St. Croix
6A Taylor
6A Trempealeau
5A Vernon
6AVilas
5A Walworth
6A Washburn
5A Washington
5A Waukesha
6A Waupaca
5A Waushara
5A Winnebago
6A Wood
WYOMING
6B Albany
6B Big Horn
6B Campbell
6B Carbon
6B Converse
6B Crook
6B Fremont
5B Goshen
6B Hot Springs
6B Johnson
5B Laramie
7 Lincoln
6B Natrona
6B Niobrara
6B Park
5B Platte
6B Sheridan
7 Sublette
6B Sweetwater
7 Teton
6B Uinta
6B Washakie
6B Weston
US TERRITORIES
AMERICAN SAMOA
1A (all)*
GUAM
1A (all)*
NORTHERN MARIANA ISLANDS
1A (all)*
PUERTO RICO
1A (all except as follows:)*
2B Barraquitas
2B Cayey
VIRGIN ISLANDS
1A (all)*

a. Key: A – Moist, B – Dry, C – Marine. Absence of moisture designation indicates moisture regime is irrelevant. Asterisk (*) indicates a Warm Humid location.

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C301.3 Climate zone definitions. To determine the climate zones for locations not listed in this code, use the following information to determine climate zone numbers and letters in accordance with Items 1 through 5.

1. Determine the thermal climate zone, 0 through 8, from Table C301.3 using the heating (HDD) and cooling degree-days (CDD) for the location.
2. Determine the moisture zone (Marine, Dry or Humid) in accordance with Items 2.1 through 2.3.
    2.1. If monthly average temperature and precipitation data are available, use the Marine, Dry and Humid definitions to determine the moisture zone (C, B or A).
    2.2. If annual average temperature information (including degree-days) and annual precipitation (i.e., annual mean) are available, use Items 2.2.1 through 2.2.3 to determine the moisture zone. If the moisture zone is not Marine, then use the Dry definition to determine whether Dry or Humid.
        2.2.1. If thermal climate zone is 3 and CDD50°F ≤ 4,500 (CDD10°C ≤ 2500), climate zone is Marine (3C).
        2.2.2. If thermal climate zone is 4 and CDD50°F ≤ 2,700 (CDD10°C ≤ 1500), climate zone is Marine (4C).
        2.2.3. If thermal climate zone is 5 and CDD50°F ≤ 1,800 (CDD10°C ≤ 1000), climate zone is Marine (5C).
    2.3. If only degree-day information is available, use Items 2.3.1 through 2.3.3 to determine the moisture zone. If the moisture zone is not Marine, then it is not possible to assign Humid or Dry moisture zone for this location.
        2.3.1. If thermal climate zone is 3 and CDD50°F ≤ 4,500 (CDD10°C ≤ 2500), climate zone is Marine (3C).
        2.3.2. If thermal climate zone is 4 and CDD50°F ≤ 2,700 (CDD10°C ≤ 1500), climate zone is Marine (4C).
        2.3.3. If thermal climate zone is 5 and CDD50°F ≤ 1,800 (CDD10°C ≤ 1000), climate zone is Marine (5C).
3. Marine (C) Zone definition: Locations meeting all the criteria in Items 3.1 through 3.4.
    3.1. Mean temperature of coldest month between 27°F (-3°C) and 65°F (18°C).
    3.2. Warmest month mean < 72°F (22°C).
    3.3. Not fewer than four months with mean temperatures over 50°F (10°C).
    3.4. Dry season in summer. The month with the heaviest precipitation in the cold season has at least three times as much precipitation as the month with the least precipitation in the rest of the year. The cold season is October through March in the Northern Hemisphere and April through September in the Southern Hemisphere.
4. Dry (B) definition: Locations meeting the criteria in Items 4.1 through 4.4.
    4.1. Not Marine (C).
    4.2. If 70 percent or more of the precipitation, P, occurs during the high sun period, defined as April through September in the Northern Hemisphere and October through March in the Southern Hemisphere, then the dry/humid threshold is in accordance with Equation 3-1.

    $$P < 0.44 \times (T - 7)$$
    $$[P < 20.0 \times (T + 14) \text{ in SI units}]$$
    (Equation 3-1)

    where:
    P = Annual precipitation, inches (mm).
    T = Annual mean temperature, °F (°C).

    4.3. If between 30 and 70 percent of the precipitation, P, occurs during the high sun period, defined as April through September in the Northern Hemisphere and October through March in the Southern Hemisphere, then the dry/humid threshold is in accordance with Equation 3-2.

    $$P < 0.44 \times (T - 19.5)$$
    $$[P < 20.0 \times (T + 7) \text{ in SI units}]$$
    (Equation 3-2)

    where:
    P = Annual precipitation, inches (mm).
    T = Annual mean temperature, °F (°C).

    4.4. If 30 percent or less of the precipitation, P, occurs during the high sun period, defined as April through September in the Northern Hemisphere and October through March in the Southern Hemisphere, then the dry/humid threshold is in accordance with Equation 3-3.

    $$P < 0.44 \times (T - 32)$$
    $$[P < 20.0 \times T \text{ in SI units}]$$
    (Equation 3-3)

    where:
    P = Annual precipitation, inches (mm).
    T = Annual mean temperature, °F (°C).
5. Humid (A) definition: Locations that are not Marine (C) or Dry (B).

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TABLE C301.3
THERMAL CLIMATE ZONE DEFINITIONS

ZONE NUMBER	THERMAL CRITERIA	
	IP Units	SI Units
0	10,800 < CDD50°F	6000 < CDD10°C
1	9,000 < CDD50°F < 10,800	5000 < CDD10°C < 6000
2	6,300 < CDD50°F ≤ 9,000	3500 < CDD10°C ≤ 5000
3	CDD50°F ≤ 6,300 AND HDD65°F ≤ 3,600	CDD10°C < 3500 AND HDD18°C ≤ 2000
4	CDD50°F ≤ 6,300 AND 3,600 < HDD65°F ≤ 5,400	CDD10°C < 3500 AND 2000 < HDD18°C ≤ 3000
5	CDD50°F < 6,300 AND 5,400 < HDD65°F ≤ 7,200	CDD10°C < 3500 AND 3000 < HDD18°C ≤ 4000
6	7,200 < HDD65°F ≤ 9,000	4000 < HDD18°C ≤ 5000
7	9,000 < HDD65°F ≤ 12,600	5000 < HDD18°C ≤ 7000
8	12,600 < HDD65°F	7000 < HDD18°C

For SI: °C = [(°F) – 32]/1.8.

C301.4 Tropical climate region. The tropical climate region shall be defined as:

1. Hawaii, Puerto Rico, Guam, American Samoa, US Virgin Islands, Commonwealth of Northern Mariana Islands; and
2. Islands in the area between the Tropic of Cancer and the Tropic of Capricorn.

SECTION C302
DESIGN CONDITIONS

C302.1 Interior design conditions. The interior design temperatures used for heating and cooling load calculations shall be a maximum of 72°F (22°C) for heating and minimum of 75°F (24°C) for cooling.

SECTION C303
MATERIALS, SYSTEMS AND EQUIPMENT

C303.1 Identification. Materials, systems and equipment shall be identified in a manner that will allow a determination of compliance with the applicable provisions of this code.

C303.1.1 Building thermal envelope insulation. An *R*-value identification mark shall be applied by the manufacturer to each piece of *building thermal envelope* insulation 12 inches (305 mm) or greater in width. Alternatively, the insulation installers shall provide a certification listing the type, manufacturer and *R*-value of insulation installed in each element of the *building thermal envelope*. For blown-in or sprayed fiberglass and cellulose insulation, the initial installed thickness, settled thickness, settled *R*-value, installed density, coverage area and number of bags installed shall be indicated on the certification. For sprayed polyurethane foam (SPF) insulation, the installed thickness of the areas covered and *R*-value of installed thickness shall be indicated on the certification. For insulated siding, the *R*-value shall be labeled on the product's package and shall be indicated on the certification. The insulation installer shall sign, date and post the certification in a conspicuous location on the job site.

Exception: For roof insulation installed above the deck, the *R*-value shall be labeled as required by the material standards specified in Table 1508.2 of the *International Building Code*.

C303.1.1.1 Blown-in or sprayed roof/ceiling insulation. The thickness of blown-in or sprayed fiberglass and cellulose roof/ceiling insulation shall be written in inches (mm) on markers and one or more of such markers shall be installed for every 300 square feet (28 m^2) of attic area throughout the attic space. The markers shall be affixed to the trusses or joists and marked with the minimum initial installed thickness with numbers not less than 1 inch (25 mm) in height. Each marker shall face the attic *access* opening. Spray polyurethane foam thickness and installed *R*-value shall be indicated on certification provided by the insulation installer.

C303.1.2 Insulation mark installation. Insulating materials shall be installed such that the manufacturer's *R*-value mark is readily observable upon inspection. For insulation materials that are installed without an observable manufacturer's *R*-value mark, such as blown or draped products, an insulation certificate complying with Section C303.1.1 shall be left immediately after installation by the installer, in a conspicuous location within the building, to certify the installed *R*-value of the insulation material.

C303.1.3 Fenestration product rating. *U*-factors of fenestration products shall be determined as follows:

1. For windows, doors and skylights, *U*-factor ratings shall be determined in accordance with NFRC 100.
2. Where required for garage doors and rolling doors, *U*-factor ratings shall be determined in accordance with either NFRC 100 or ANSI/DASMA 105.

U-factors shall be determined by an accredited, independent laboratory, and *labeled* and certified by the manufacturer.

Products lacking such a *labeled U*-factor shall be assigned a default *U*-factor from Table C303.1.3(1) or Table C303.1.3(2). The *solar heat gain coefficient* (SHGC) and *visible transmittance* (VT) of glazed fenestration products (windows, glazed doors and skylights) shall be determined in accordance with NFRC 200 by an accredited, independent laboratory, and *labeled* and certified by the manufacturer. Products lacking such a *labeled* SHGC or VT shall be assigned a default SHGC or VT from Table C303.1.3(3). For Tubular Daylighting Devices, VT_{annual} shall be measured and rated in accordance with NFRC 203.

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TABLE C303.1.3(1)
DEFAULT GLAZED WINDOW, GLASS DOOR AND SKYLIGHT *U*-FACTORS

FRAME TYPE	WINDOW AND GLASS DOOR		SKYLIGHT	
	Single	Double	Single	Double
Metal	1.20	0.80	2.00	1.30
Metal with Thermal Break	1.10	0.65	1.90	1.10
Nonmetal or Metal Clad	0.95	0.55	1.75	1.05
Glazed Block	0.60			

TABLE C303.1.3(2)
DEFAULT OPAQUE DOOR *U*-FACTORS

DOOR TYPE	OPAQUE *U*-FACTOR
Uninsulated Metal	1.20
Insulated Metal (Rolling)	0.90
Insulated Metal (Other)	0.60
Wood	0.50
Insulated, nonmetal edge, max 45% glazing, any glazing double pane	0.35

TABLE C303.1.3(3)
DEFAULT GLAZED FENESTRATION SHGC AND VT

	SINGLE GLAZED		DOUBLE GLAZED		GLAZED BLOCK
	Clear	Tinted	Clear	Tinted	
SHGC	0.8	0.7	0.7	0.6	0.6
VT	0.6	0.3	0.6	0.3	0.6

C303.1.4 Insulation product rating. The thermal resistance (*R*-value) of insulation shall be determined in accordance with the US Federal Trade Commission *R*-value rule (CFR Title 16, Part 460) in units of h × ft^2 × °F/Btu at a mean temperature of 75°F (24°C).

C303.1.4.1 Insulated siding. The thermal resistance (*R*-value) of insulated siding shall be determined in accordance with ASTM C1363. Installation for testing shall be in accordance with the manufacturer's instructions.

C303.2 Installation. Materials, systems and equipment shall be installed in accordance with the manufacturer's instructions and the *International Building Code*.

C303.2.1 Protection of exposed foundation insulation. Insulation applied to the exterior of basement walls, crawl space walls and the perimeter of slab-on-grade floors shall have a rigid, opaque and weather-resistant protective covering to prevent the degradation of the insulation's thermal performance. The protective covering shall cover the exposed exterior insulation and extend not less than 6 inches (153 mm) below grade.

C303.2.2 Multiple layers of continuous insulation board. Where two or more layers of continuous insulation board are used in a construction assembly, the continuous insulation boards shall be installed in accordance with Section C303.2. Where the continuous insulation board manufacturer's instructions do not address installation of two or more layers, the edge joints between each layer of continuous insulation boards shall be staggered.

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CHAPTER 4 [CE]
COMMERCIAL ENERGY EFFICIENCY

User note:

About this chapter: *Chapter 4 presents the paths and options for compliance with the energy efficiency provisions. Chapter 4 contains energy efficiency provisions for the building envelope, mechanical and water heating systems, lighting and additional efficiency requirements. A performance alternative is also provided to allow for energy code compliance other than by the prescriptive method.*

SECTION C401
GENERAL

C401.1 Scope. The provisions in this chapter are applicable to commercial *buildings* and their *building sites*.

C401.2 Application. Commercial buildings shall comply with Section C401.2.1 or C401.2.2.

*

C401.2.1 International Energy Conservation Code. Commercial buildings shall comply with one of the following:

1. Prescriptive Compliance. The Prescriptive Compliance option requires compliance with Sections C402 through C406 and Section C408. Dwelling units and sleeping units in Group R-2 buildings without systems serving multiple units shall be deemed to be in compliance with this chapter, provided that they comply with Section R406.
2. Total Building Performance. The Total Building Performance option requires compliance with Section C407.

Exception: Additions, alterations, repairs and changes of occupancy to existing buildings complying with Chapter 5.

C401.2.2 ASHRAE 90.1. Commercial buildings shall comply with the requirements of ANSI/ASHRAE/IESNA 90.1.

C401.3 Thermal envelope certificate. A permanent thermal envelope certificate shall be completed by an *approved* party. Such certificate shall be posted on a wall in the space where the space conditioning equipment is located, a utility room or other *approved* location. If located on an electrical panel, the certificate shall not cover or obstruct the visibility of the circuit directory label, service disconnect label or other required labels. A copy of the certificate shall also be included in the construction files for the project. The certificate shall include the following:

1. *R*-values of insulation installed in or on ceilings, roofs, walls, foundations and slabs, *basement walls*, crawl space walls and floors and ducts outside *conditioned spaces*.
2. *U*-factors and *solar heat gain coefficients* (SHGC) of fenestrations.
3. Results from any *building* envelope air leakage testing performed on the *building*.

Where there is more than one value for any component of the building envelope, the certificate shall indicate the area-weighted average value where available. If the area-weighted average is not available, the certificate shall list each value that applies to 10 percent or more of the total component area.

SECTION C402
BUILDING ENVELOPE REQUIREMENTS

C402.1 General. *Building thermal envelope* assemblies for buildings that are intended to comply with the code on a prescriptive basis in accordance with the compliance path described in Item 1 of Section C401.2.1 shall comply with the following:

1. The opaque portions of the *building thermal envelope* shall comply with the specific insulation requirements of Section C402.2 and the thermal requirements of either the *R*-value-based method of Section C402.1.3; the *U*-, *C*- and *F*-factor-based method of Section C402.1.4; or the component performance alternative of Section C402.1.5.
2. Roof solar reflectance and thermal emittance shall comply with Section C402.3.
3. Fenestration in building envelope assemblies shall comply with Section C402.4.
4. Air leakage of building envelope assemblies shall comply with Section C402.5.

Alternatively, where buildings have a vertical fenestration area or skylight area exceeding that allowed in Section C402.4, the building and *building thermal envelope* shall comply with Item 2 of Section C401.2.1 or Section C401.2.2.

Walk-in coolers, walk-in freezers, refrigerated warehouse coolers and refrigerated warehouse freezers shall comply with Section C403.11.

C402.1.1 Low-energy buildings and greenhouses. The following low-energy buildings, or portions thereof separated from the remainder of the building by *building thermal envelope* assemblies complying with this section, shall be exempt from the *building thermal envelope* provisions of Section C402.

1. Those with a peak design rate of energy usage less than 3.4 Btu/h × ft^2 (10.7 W/m^2) or 1.0 watt per

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square foot (10.7 W/m^2) of floor area for space conditioning purposes.

2. Those that do not contain *conditioned space*.

C402.1.1.1 Greenhouses. Greenhouse structures or areas that are mechanically heated or cooled and that comply with all of the following shall be exempt from the building envelope requirements of this code:

1. Exterior opaque envelope assemblies comply with Sections C402.2 and C402.4.5.

   Exception: Low energy greenhouses that comply with Section C402.1.1.

2. Interior partition *building thermal envelope* assemblies that separate the greenhouse from *conditioned space* comply with Sections C402.2, C402.4.3 and C402.4.5.
3. Fenestration assemblies that comply with the thermal envelope requirements in Table C402.1.1.1. The *U*-factor for a roof shall be for the roof assembly or a roof that includes the assembly and an *internal curtain system*.

   Exception: Unconditioned greenhouses.

TABLE C402.1.1.1
FENESTRATION THERMAL ENVELOPE MAXIMUM REQUIREMENTS

COMPONENT	*U*-FACTOR (BTU/h × ft^2 × °F)
Skylight	0.5
Vertical fenestration	0.7

C402.1.2 Equipment buildings. Buildings that comply with the following shall be exempt from the *building thermal envelope* provisions of this code:

1. Are separate buildings with floor area not more than 1,200 square feet (110 m^2).
2. Are intended to house electric equipment with installed equipment power totaling not less than 7 watts per square foot (75 W/m^2) and not intended for human occupancy.
3. Have a heating system capacity not greater than (17,000 Btu/hr) (5 kW) and a heating thermostat setpoint that is restricted to not more than 50°F (10°C).
4. Have an average wall and roof *U*-factor less than 0.200 in *Climate Zones* 1 through 5 and less than 0.120 in *Climate Zones* 6 through 8.
5. Comply with the roof solar reflectance and thermal emittance provisions for *Climate Zone* 1.

C402.1.3 Insulation component *R*-value-based method. *Building thermal envelope* opaque assemblies shall comply with the requirements of Sections C402.2 and C402.4 based on the *climate zone* specified in Chapter 3. For opaque portions of the *building thermal envelope* intended to comply on an insulation component *R*-value basis, the *R*-values for cavity insulation and continuous insulation shall be not less than that specified in Table C402.1.3. Where cavity insulation is installed in multiple layers, the cavity insulation *R*-values shall be summed to determine compliance with the cavity insulation *R*-value requirements. Where continuous insulation is installed in multiple layers, the continuous insulation *R*-values shall be summed to determine compliance with the continuous insulation *R*-value requirements. Cavity insulation *R*-values shall not be used to determine compliance with the continuous insulation *R*-value requirements in Table C402.1.3. Commercial buildings or portions of commercial buildings enclosing *Group R* occupancies shall use the *R*-values from the "*Group R*" column of Table C402.1.3. Commercial buildings or portions of commercial buildings enclosing occupancies other than *Group R* shall use the *R*-values from the "All other" column of Table C402.1.3.

C402.1.4 Assembly *U*-factor, *C*-factor or *F*-factor-based method. *Building thermal envelope* opaque assemblies shall meet the requirements of Sections C402.2 and C402.4 based on the climate zone specified in Chapter 3. *Building thermal envelope* opaque assemblies intended to comply on an assembly *U*-, *C*- or *F*-factor basis shall have a *U*-, *C*- or *F*-factor not greater than that specified in Table C402.1.4. Commercial buildings or portions of commercial buildings enclosing *Group R* occupancies shall use the *U*-, *C*- or *F*-factor from the "*Group R*" column of Table C402.1.4. Commercial buildings or portions of commercial buildings enclosing occupancies other than *Group R* shall use the *U*-, *C*- or *F*-factor from the "All other" column of Table C402.1.4

C402.1.4.1 Roof/ceiling assembly. The maximum roof/ceiling assembly *U*-factor shall not exceed that specified in Table C402.1.4 based on construction materials used in the roof/ceiling assembly.

C402.1.4.1.1 Tapered, above-deck insulation based on thickness. Where used as a component of a maximum roof/ceiling assembly *U*-factor calculation, the sloped roof insulation *R*-value contribution to that calculation shall use the average thickness in inches (mm) along with the material *R*-value-per-inch (per-mm) solely for *U*-factor compliance as prescribed in Section C402.1.4.

C402.1.4.1.2 Suspended ceilings. Insulation installed on suspended ceilings having removable ceiling tiles shall not be considered part of the assembly *U*-factor of the roof/ceiling construction.

C402.1.4.1.3 Joints staggered. Continuous insulation board shall be installed in not less than two layers, and the edge joints between each layer of insulation shall be staggered, except where insulation tapers to the roof deck at a gutter edge, roof drain or scupper.

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TABLE C402.1.3
OPAQUE THERMAL ENVELOPE INSULATION COMPONENT MINIMUM REQUIREMENTS, *R*-VALUE METHOD[a]

CLIMATE ZONE	0 AND 1		2		3		4 EXCEPT MARINE		5 AND MARINE 4		6		7		8	
	All other	Group R	All other	Group R	All other	Group R	All other	Group R	All other	Group R	All other	Group R	All other	Group R	All other	Group R
Roofs																
Insulation entirely above roof deck	R-20ci	R-25ci	R-25ci	R-25ci	R-25ci	R-25ci	R-30ci	R-30ci	R-30ci	R-30ci	R-30ci	R-30ci	R-35ci	R-35ci	R-35ci	R-35ci
Metal buildings[b]	R-19 + R-11 LS	R-19 + R-11 LS	R-19 + R11 LS	R-19 + R-11 LS	R-19 + R-11 LS	R-19 + R-11 LS	R-19 + R-11 LS	R-19 + R-11 LS	R-19 + R-11 LS	R-19 + R-11 LS	R-25 + R-11 LS	R-30 + R-11 LS	R-30 + R-11 LS	R-30 + R-11 LS	R-25 + R-11 + R-11 LS	R-25 + R-11 + R-11 LS
Attic and other	R-38	R-38	R-38	R-38	R-38	R-38	R-49	R-49	R-49	R-49	R-49	R-49	R-60	R-60	R-60	R-60
Walls, above grade																
Mass[f]	R-5.7ci[c]	R-5.7ci[c]	R-5.7ci[c]	R-7.6ci	R-7.6ci	R-9.5ci	R-9.5ci	R-11.4ci	R-11.4ci	R-13.3ci	R-13.3ci	R-15.2ci	R-15.2ci	R-15.2ci	R-25ci	R-25ci
Metal building	R-13 + R-6.5ci	R-13 + R-6.5ci	R13 + R-6.5ci	R-13 + R-13ci	R-13 + R-6.5ci	R-13 + R-13ci	R-13 + R-13ci	R-13 + R-14ci	R-13 + R-14ci	R-13 + R-14ci	R-13 + R-14ci	R-13 + R-14ci	R-13 + R-17ci	R-13 + R-19.5ci	R-13 + R-19.5ci	R-13 + R-19.5ci
Metal framed	R-13 + R-5ci	R-13 + R-5ci	R-13 + R-5ci	R-13 + R-7.5ci	R-13 + R-7.5ci	R-13 + R-7.5ci	R-13 + R-7.5ci	R-13 + R-7.5ci	R-13 + R-10ci	R-13 + R-10ci	R-13 + R-12.5ci	R-13 + R-12.5ci	R-13 + R-12.5ci	R-13 + R-15.6ci	R-13 + R-18.8ci	R-13 + R-18.8ci
Wood framed and other	R-13 + R-3.8ci or R-20	R-13 + R-3.8ci or R-20	R-13 + R-3.8ci or R-20	R-13 + R-3.8ci or R-20	R-13 + R-3.8ci or R-20	R-13 + R-3.8ci or R-20	R-13 + R-3.8ci or R-20	R-13 + R-3.8ci or R-20	R-13 + R-7.5ci or R20 + R3.8ci	R-13 + R-7.5ci or R-20 + R-3.8ci	R-13 + R-7.5ci or R-20 + R-3.8ci	R-13 + R-7.5ci or R-20 + R-3.8ci	R-13 + R-7.5ci or R-20 + R-3.8ci	R-13 + R-7.5ci or R-20 + R-3.8ci	R-13 + R-18.8ci	R-13 + R-18.8ci
Walls, below grade																
Below-grade wall[d]	NR	NR	NR	NR	NR	NR	R-7.5ci	R-10ci	R-7.5ci	R-10ci	R-10ci	R-15ci	R-15ci	R-15ci	R-15ci	R-15ci
Floors																
Mass[e]	NR	NR	R-6.3ci	R-8.3ci	R-10ci	R-10ci	R-14.6ci	R-16.7ci	R-14.6ci	R-16.7ci	R-16.7ci	R-16.7ci	R-20.9ci	R-20.9ci	R-23ci	R-23ci
Joist/framing	R-13	R-13	R-30	R-30	R-30	R-30	R-30	R-30	R-30	R-30	R-38	R-38	R-38	R-38	R-38	R-38
Slab-on-grade floors																
Unheated slabs	NR	NR	NR	NR	NR	R-10 for 24″ below	R-15 for 24″ below	R-15 for 24″ below	R-15 for 24″ below	R-20 for 24″ below	R-20 for 24″ below	R-20 for 48″ below	R-20 for 24″ below	R-20 for 48″ below	R-20 for 48″ below	R-25 for 48″ below
Heated slabs[g]	R-7.5 for 12″ below+ R-5 full slab	R-7.5 for 12″ below+ R-5 full slab	R-7.5 for 12″ below+ R-5 full slab	R-7.5 for 12″ below+ R-5 full slab	R-10 for 24″ below+ R-5 full slab	R-10 for 24″ below+ R-5 full slab	R-15 for 24″ below+ R-5 full slab	R-15 for 24″ below+ R-5 full slab	R-15 for 36″ below+ R-5 full slab	R-15 for 36″ below+ R-5 full slab	R-15 for 36″ below+ R-5 full slab	R-20 for 48″ below+ R-5 full slab	R-20 for 48″ below+ R-5 full slab	R-20 for 48″ below+ R-5 full slab	R-20 for 48″ below+ R-5 full slab	R-20 for 48″ below+ R-5 full slab

For SI: 1 inch = 25.4 mm, 1 pound per square foot = 4.88 kg/m^2, 1 pound per cubic foot = 16 kg/m^3.

ci = Continuous Insulation, NR = No Requirement, LS = Liner System.

a. Assembly descriptions can be found in ANSI/ASHRAE/IESNA 90.1 Appendix A.

b. Where using *R*-value compliance method, a thermal spacer block shall be provided, otherwise use the *U*-factor compliance method in Table C402.1.4.

c. R-5.7ci is allowed to be substituted with concrete block walls complying with ASTM C90, ungrouted or partially grouted at 32 inches or less on center vertically and 48 inches or less on center horizontally, with ungrouted cores filled with materials having a maximum thermal conductivity of 0.44 Btu-in/h-f^2 °F.

d. Where heated slabs are below grade, below-grade walls shall comply with the exterior insulation requirements for heated slabs.

e. "Mass floors" shall be in accordance with Section C402.2.3.

f. "Mass walls" shall be in accordance with Section C402.2.2.

g. The first value is for perimeter insulation and the second value is for full, under-slab insulation. Perimeter insulation is not required to extend below the bottom of the slab.

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TABLE C402.1.4
OPAQUE THERMAL ENVELOPE ASSEMBLY MAXIMUM REQUIREMENTS, *U*-FACTOR METHOD[a, b]

CLIMATE ZONE	0 AND 1		2		3		4 EXCEPT MARINE		5 AND MARINE 4		6		7		8	
	All other	Group R	All other	Group R	All other	Group R	All other	Group R	All other	Group R	All other	Group R	All other	Group R	All other	Group R
Roofs																
Insulation entirely above roof deck	U-0.048	U-0.039	U-0.039	U-0.039	U-0.039	U-0.039	U-0.032	U-0.032	U-0.032	U-0.032	U-0.032	U-0.032	U-0.028	U-0.028	U-0.028	U-0.028
Metal buildings	U-0.035	U-0.035	U-0.035	U-0.035	U-0.035	U-0.035	U-0.035	U-0.035	U-0.035	U-0.035	U-0.031	U-0.029	U-0.029	U-0.029	U-0.026	U-0.026
Attic and other	U-0.027	U-0.027	U-0.027	U-0.027	U-0.027	U-0.027	U-0.021	U-0.021	U-0.021	U-0.021	U-0.021	U-0.021	U-0.017	U-0.017	U-0.017	U-0.017
Walls, above grade																
Mass[f]	U-0.151	U-0.151	U-0.151	U-0.123	U-0.123	U-0.104	U-0.104	U-0.090	U-0.090	U-0.080	U-0.080	U-0.071	U-0.071	U-0.071	U-0.037	U-0.037
Metal building	U-0.079	U-0.079	U-0.079	U-0.079	U-0.079	U-0.052	U-0.052	U-0.050	U-0.050	U-0.050	U-0.050	U-0.050	U-0.044	U-0.039	U-0.039	U-0.039
Metal framed	U-0.077	U-0.077	U-0.077	U-0.064	U-0.064	U-0.064	U-0.064	U-0.064	U-0.055	U-0.055	U-0.049	U-0.049	U-0.049	U-0.042	U-0.037	U-0.037
Wood framed and other[c]	U-0.064	U-0.064	U-0.064	U-0.064	U-0.064	U-0.064	U-0.064	U-0.064	U-0.051	U-0.051	U-0.051	U-0.051	U-0.051	U-0.051	U-0.032	U-0.032
Walls, below grade																
Below-grade wall[c]	C-1.140[e]	C-1.140[e]	C-1.140[e]	C-1.140[e]	C-1.140[e]	C-1.140[e]	C-0.119	C-0.092	C-0.119	C-0.092	C-0.092	C-0.063	C-0.063	C-0.063	C-0.063	C-0.063
Floors																
Mass[d]	U-0.322[e]	U-0.322[e]	U-0.107	U-0.087	U-0.074	U-0.074	U-0.057	U-0.051	U-0.057	U-0.051	U-0.051	U-0.051	U-0.042	U-0.042	U-0.038	U-0.038
Joist/framing	U-0.066[e]	U-0.066[e]	U-0.033	U-0.033	U-0.033	U-0.033	U-0.033	U-0.033	U-0.033	U-0.033	U-0.027	U-0.027	U-0.027	U-0.027	U-0.027	U-0.027
Slab-on-grade floors																
Unheated slabs	F-0.73[e]	F-0.73[e]	F-0.73[e]	F-0.73[e]	F-0.73[e]	F-0.54	F-0.52	F-0.52	F-0.52	F-0.51	F-0.51	F-0.434	F-0.51	F-0.434	F-0.434	F-0.424
Heated slabs	F-0.69	F-0.69	F-0.69	F-0.69	F-0.66	F-0.66	F-0.62	F-0.62	F-0.62	F-0.62	F-0.62	F-0.602	F-0.602	F-0.602	F-0.602	F-0.602
Opaque doors																
Nonswinging door	U-0.31	U-0.31	U-0.31	U-0.31	U-0.31	U-0.31	U-0.31	U-0.31	U-0.31	U-0.31	U-0.31	U-0.31	U-0.31	U-0.31	U-0.31	U-0.31
Swinging door[g]	U-0.37	U-0.37	U-0.37	U-0.37	U-0.37	U-0.37	U-0.37	U-0.37	U-0.37	U-0.37	U-0.37	U-0.37	U-0.37	U-0.37	U-0.37	U-0.37
Garage door < 14% glazing[h]	U-0.31	U-0.31	U-0.31	U-0.31	U-0.31	U-0.31	U-0.31	U-0.31	U-0.31	U-0.31	U-0.31	U-0.31	U-0.31	U-0.31	U-0.31	U-0.31

For SI: 1 pound per square foot = 4.88 kg/m^2, 1 pound per cubic foot = 16 kg/m^3.

ci = Continuous Insulation, NR = No Requirement, LS = Liner System.

a. Where assembly *U*-factors, *C*-factors and *F*-factors are established in ANSI/ASHRAE/IESNA 90.1 Appendix A, such opaque assemblies shall be a compliance alternative where those values meet the criteria of this table, and provided that the construction, excluding the cladding system on walls, complies with the appropriate construction details from ANSI/ASHRAE/ISNEA 90.1 Appendix A.

b. Where *U*-factors have been established by testing in accordance with ASTM C1363, such opaque assemblies shall be a compliance alternative where those values meet the criteria of this table. The *R*-value of continuous insulation shall be permitted to be added to or subtracted from the original tested design.

c. Where heated slabs are below grade, below-grade walls shall comply with the *U*-factor requirements for above-grade mass walls.

d. "Mass floors" shall be in accordance with Section C402.2.3.

e. These *C*-, *F*- and *U*-factors are based on assemblies that are not required to contain insulation.

f. "Mass walls" shall be in accordance with Section C402.2.2.

g. Swinging door *U*-factors shall be determined in accordance with NFRC-100.

h. Garage doors having a single row of fenestration shall have an assembly *U*-factor less than or equal to 0.44 in Climate Zones 0 through 6 and less than or equal to 0.36 in Climate Zones 7 and 8, provided that the fenestration area is not less than 14 percent and not more than 25 percent of the total door area.

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C402.1.4.2 Thermal resistance of cold-formed steel walls. *U*-factors of walls with cold-formed steel studs shall be permitted to be determined in accordance with Equation 4-1.

$U = 1/[R_s + (ER)]$ **(Equation 4-1)**

where:

R_s = The cumulative *R*-value of the wall components along the path of heat transfer, excluding the *cavity insulation* and steel studs.

ER = The effective *R*-value of the *cavity insulation* with steel studs as specified in Table C402.1.4.2.

TABLE C402.1.4.2
EFFECTIVE *R*-VALUES FOR STEEL STUD WALL ASSEMBLIES

NOMINAL STUD DEPTH (inches)	SPACING OF FRAMING (inches)	CAVITY *R*-VALUE (insulation)	CORRECTION FACTOR (F_c)	EFFECTIVE *R*-VALUE (ER) (Cavity *R*-Value × F_c)
$3^1/_2$	16	13	0.46	5.98
		15	0.43	6.45
$3^1/_2$	24	13	0.55	7.15
		15	0.52	7.80
6	16	19	0.37	7.03
		21	0.35	7.35
6	24	19	0.45	8.55
		21	0.43	9.03
8	16	25	0.31	7.75
	24	25	0.38	9.50

For SI: 1 inch = 25.4 mm.

C402.1.5 Component performance alternative. Building envelope values and fenestration areas determined in accordance with Equation 4-2 shall be an alternative to compliance with the *U*-, *F*- and *C*-factors in Tables C402.1.4 and C402.4 and the maximum allowable fenestration areas in Section C402.4.1. *Fenestration* shall meet the applicable SHGC requirements of Section C402.4.3.

A + B + C + D + E ≤ Zero **(Equation 4-2)**

where:

A = Sum of the (UA Dif) values for each distinct assembly type of the *building thermal envelope*, other than slabs on grade and below-grade walls.

UA Dif = UA Proposed – UA Table.

UA Proposed = Proposed *U*-value × Area.

UA Table = (*U*-factor from Table C402.1.3, C402.1.4 or C402.4) × Area.

B = Sum of the (FL Dif) values for each distinct slab-on-grade perimeter condition of the *building thermal envelope*.

FL Dif = FL Proposed – FL Table.

FL Proposed = Proposed *F*-value × Perimeter length.

FL Table = (*F*-factor specified in Table C402.1.4) × Perimeter length.

C = Sum of the (CA Dif) values for each distinct *below-grade wall* assembly type of the *building thermal envelope*.

CA Dif = CA Proposed – CA Table.

CA Proposed = Proposed *C*-value × Area.

CA Table = (Maximum allowable *C*-factor specified in Table C402.1.4) × Area.

Where the proposed vertical glazing area is less than or equal to the maximum vertical glazing area allowed by Section C402.4.1, the value of D (Excess Vertical Glazing Value) shall be zero. Otherwise:

D = (DA × UV) – (DA × U Wall), but not less than zero.

DA = (Proposed Vertical Glazing Area) – (Vertical Glazing Area allowed by Section C402.4.1).

UA Wall = Sum of the (UA Proposed) values for each opaque assembly of the exterior wall.

U Wall = Area-weighted average *U*-value of all above-grade wall assemblies.

UAV = Sum of the (UA Proposed) values for each vertical glazing assembly.

UV = UAV/total vertical glazing area.

Where the proposed skylight area is less than or equal to the skylight area allowed by Section C402.4.1, the value of E (Excess Skylight Value) shall be zero. Otherwise:

E = (EA × US) – (EA × U Roof), but not less than zero.

EA = (Proposed Skylight Area) – (Allowable Skylight Area as specified in Section C402.4.1).

U Roof = Area-weighted average *U*-value of all roof assemblies.

UAS = Sum of the (UA Proposed) values for each skylight assembly.

US = UAS/total skylight area.

C402.2 Specific building thermal envelope insulation requirements. Insulation in *building thermal envelope* opaque assemblies shall comply with Sections C402.2.1 through C402.2.7 and Table C402.1.3.

C402.2.1 Roof assembly. The minimum thermal resistance (*R*-value) of the insulating material installed either between the roof framing or continuously on the roof assembly shall be as specified in Table C402.1.3, based on construction materials used in the roof assembly.

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C402.2.1.1 Tapered, above-deck insulation based on thickness. Where used as a component of a roof/ceiling assembly *R*-value calculation, the sloped roof insulation *R*-value contribution to that calculation shall use the average thickness in inches (mm) along with the material *R*-value-per-inch (per-mm) solely for *R*-value compliance as prescribed in Section 402.1.3.

C402.2.1.2 Minimum thickness, lowest point. The minimum thickness of above-deck roof insulation at its lowest point, gutter edge, roof drain or scupper, shall be not less than 1 inch (25 mm).

C402.2.1.3 Suspended ceilings. Insulation installed on suspended ceilings having removable ceiling tiles shall not be considered part of the minimum thermal resistance (*R*-value) of roof insulation in roof/ceiling construction.

C402.2.1.4 Joints staggered. Continuous insulation board shall be installed in not less than two layers and the edge joints between each layer of insulation shall be staggered, except where insulation tapers to the roof deck at a gutter edge, roof drain or scupper.

C402.2.1.5 Skylight curbs. Skylight curbs shall be insulated to the level of roofs with insulation entirely above the deck or R-5, whichever is less.

Exception: Unit skylight curbs included as a component of a skylight listed and labeled in accordance with NFRC 100 shall not be required to be insulated.

C402.2.2 Above-grade walls. The minimum thermal resistance (*R*-value) of materials installed in the wall cavity between framing members and continuously on the walls shall be as specified in Table C402.1.3, based on framing type and construction materials used in the wall assembly. The *R*-value of integral insulation installed in concrete masonry units shall not be used in determining compliance with Table C402.1.3 except as otherwise noted in the table. In determining compliance with Table C402.1.4, the use of the *U*-factor of concrete masonry units with integral insulation shall be permitted.

"Mass walls" where used as a component in the thermal envelope of a building shall comply with one of the following:

1. Weigh not less than 35 pounds per square foot (171 kg/m^2) of wall surface area.
2. Weigh not less than 25 pounds per square foot (122 kg/m^2) of wall surface area where the material weight is not more than 120 pcf (1900 kg/m^3).
3. Have a heat capacity exceeding 7 Btu/ft^2 × °F (144 kJ/m^2 × K).
4. Have a heat capacity exceeding 5 Btu/ft^2 × °F (103 kJ/m^2 × K), where the material weight is not more than 120 pcf (1900 kg/m^3).

C402.2.3 Floors. The thermal properties (component *R*-values or assembly *U*-, *C*- or *F*-factors) of floor assemblies over outdoor air or unconditioned space shall be as specified in Table C402.1.3 or C402.1.4 based on the construction materials used in the floor assembly. Floor framing *cavity insulation* or structural slab insulation shall be installed to maintain permanent contact with the underside of the subfloor decking or structural slabs.

"Mass floors" where used as a component of the thermal envelope of a building shall provide one of the following weights:

1. 35 pounds per square foot (171 kg/m^2) of floor surface area.
2. 25 pounds per square foot (122 kg/m^2) of floor surface area where the material weight is not more than 120 pounds per cubic foot (1923 kg/m^3).

Exceptions:

1. The floor framing *cavity insulation* or structural slab insulation shall be permitted to be in contact with the top side of sheathing or continuous insulation installed on the bottom side of floor assemblies where combined with insulation that meets or exceeds the minimum *R*-value in Table C402.1.3 for "Metal framed" or "Wood framed and other" values for "Walls, above grade" and extends from the bottom to the top of all perimeter floor framing or floor assembly members.
2. Insulation applied to the underside of concrete floor slabs shall be permitted an airspace of not more than 1 inch (25 mm) where it turns up and is in contact with the underside of the floor under walls associated with the *building thermal envelope*.

C402.2.4 Slabs-on-grade. The minimum thermal resistance (*R*-value) of the insulation for unheated or heated slab-on-grade floors designed in accordance with the *R*-value method of Section C402.1.3 shall be as specified in Table C402.1.3.

C402.2.4.1 Insulation installation. Where installed, the perimeter insulation shall be placed on the outside of the foundation or on the inside of the foundation wall. The perimeter insulation shall extend downward from the top of the slab for the minimum distance shown in the table or to the top of the footing, whichever is less, or downward to not less than the bottom of the slab and then horizontally to the interior or exterior for the total distance shown in the table. Insulation extending away from the building shall be protected by pavement or by not less than 10 inches (254 mm) of soil. Where installed, full slab insulation shall be continuous under the entire area of the slab-on-grade floor, except at structural column locations and service penetrations. Insulation required at the heated slab

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perimeter shall not be required to extend below the bottom of the heated slab and shall be continuous with the full slab insulation.

Exception: Where the slab-on-grade floor is greater than 24 inches (61 mm) below the finished exterior grade, perimeter insulation is not required.

C402.2.5 Below-grade walls. The *C*-factor for the below-grade exterior walls shall be in accordance with Table C402.1.4. The *R*-value of the insulating material installed continuously within or on the below-grade exterior walls of the building envelope shall be in accordance with Table C402.1.3. The *C*-factor or *R*-value required shall extend to a depth of not less than 10 feet (3048 mm) below the outside finished ground level, or to the level of the lowest floor of the conditioned space enclosed by the below-grade wall, whichever is less.

C402.2.6 Insulation of radiant heating systems. *Radiant heating system* panels, and their associated components that are installed in interior or exterior assemblies, shall be insulated to an *R*-value of not less than R-3.5 on all surfaces not facing the space being heated. *Radiant heating system* panels that are installed in the *building thermal envelope* shall be separated from the exterior of the building or unconditioned or exempt spaces by not less than the *R*-value of insulation installed in the opaque assembly in which they are installed or the assembly shall comply with Section C402.1.4.

Exception: Heated slabs on grade insulated in accordance with Section C402.2.4.

C402.2.7 Airspaces. Where the *R*-value of an airspace is used for compliance in accordance with Section C402.1, the airspace shall be enclosed in an unventilated cavity constructed to minimize airflow into and out of the enclosed airspace. Airflow shall be deemed minimized where the enclosed airspace is located on the interior side of the continuous air barrier and is bounded on all sides by building components.

Exception: The thermal resistance of airspaces located on the exterior side of the continuous air barrier and adjacent to and behind the exterior wall-covering material shall be determined in accordance with ASTM C1363 modified with an airflow entering the bottom and exiting the top of the airspace at an air movement rate of not less than 70 mm/second.

C402.3 Roof solar reflectance and thermal emittance. Low-sloped roofs directly above cooled conditioned spaces in *Climate Zones* 0 through 3 shall comply with one or more of the options in Table C402.3.

Exceptions: The following roofs and portions of roofs are exempt from the requirements of Table C402.3:

1. Portions of the roof that include or are covered by the following:
   1.1. Photovoltaic systems or components.
   1.2. Solar air or water-heating systems or components.
   1.3. Vegetative roofs or landscaped roofs.
   1.4. Above-roof decks or walkways.
   1.5. Skylights.
   1.6. HVAC systems and components, and other opaque objects mounted above the roof.
2. Portions of the roof shaded during the peak sun angle on the summer solstice by permanent features of the building or by permanent features of adjacent buildings.
3. Portions of roofs that are ballasted with a minimum stone ballast of 17 pounds per square foot (74 kg/m^2) or 23 psf (117 kg/m^2) pavers.
4. Roofs where not less than 75 percent of the roof area complies with one or more of the exceptions to this section.

TABLE C402.3
MINIMUM ROOF REFLECTANCE AND EMITTANCE OPTIONS[a]

Three-year-aged solar reflectance[b] of 0.55 and 3-year aged thermal emittance[c] of 0.75
Three-year-aged solar reflectance index[d] of 64

a. The use of area-weighted averages to comply with these requirements shall be permitted. Materials lacking 3-year-aged tested values for either solar reflectance or thermal emittance shall be assigned both a 3-year-aged solar reflectance in accordance with Section C402.3.1 and a 3-year-aged thermal emittance of 0.90.
b. Aged solar reflectance tested in accordance with ASTM C1549, ASTM E903 or ASTM E1918 or CRRC-S100.
c. Aged thermal emittance tested in accordance with ASTM C1371 or ASTM E408 or CRRC-S100.
d. Solar reflectance index (SRI) shall be determined in accordance with ASTM E1980 using a convection coefficient of 2.1 Btu/h × ft^2 × °F (12 W/m^2 × K). Calculation of aged SRI shall be based on aged tested values of solar reflectance and thermal emittance.

C402.3.1 Aged roof solar reflectance. Where an aged solar reflectance required by Section C402.3 is not available, it shall be determined in accordance with Equation 4-3.

$$R_{aged} = [0.2 + 0.7(R_{initial} - 0.2)] \quad \textbf{(Equation 4-3)}$$

where:

R_{aged} = The aged solar reflectance.

$R_{initial}$ = The initial solar reflectance determined in accordance with CRRC-S100.

C402.4 Fenestration. Fenestration shall comply with Sections C402.4.1 through C402.4.5 and Table C402.4. Daylight responsive controls shall comply with this section and Section C405.2.4.

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TABLE C402.4
BUILDING ENVELOPE FENESTRATION MAXIMUM *U*-FACTOR AND SHGC REQUIREMENTS

CLIMATE ZONE	0 AND 1		2		3		4 EXCEPT MARINE		5 AND MARINE 4		6		7		8	
Vertical fenestration																
***U*-factor**																
Fixed fenestration	0.50		0.45		0.42		0.36		0.36		0.34		0.29		0.26	
Operable fenestration	0.62		0.60		0.54		0.45		0.45		0.42		0.36		0.32	
Entrance doors	0.83		0.77		0.68		0.63		0.63		0.63		0.63		0.63	
SHGC																
	Fixed	Operable	Fixed	Operable	Fixed	Operable	Fixed	Operable	Fixed	Operable	Fixed	Operable	Fixed	Operable	Fixed	Operable
PF < 0.2	0.23	0.21	0.25	0.23	0.25	0.23	0.36	0.33	0.38	0.33	0.38	0.34	0.40	0.36	0.40	0.36
0.2 ≤ PF < 0.5	0.28	0.25	0.30	0.28	0.30	0.28	0.43	0.40	0.46	0.40	0.46	0.41	0.48	0.43	0.48	0.43
PF ≥ 0.5	0.37	0.34	0.40	0.37	0.40	0.37	0.58	0.53	0.61	0.53	0.61	0.54	0.64	0.58	0.64	0.58
Skylights																
U-factor	0.70		0.65		0.55		0.50		0.50		0.50		0.44		0.41	
SHGC	0.30		0.30		0.30		0.40		0.40		0.40		NR		NR	

NR = No Requirement, PF = Projection Factor.

C402.4.1 Maximum area. The vertical fenestration area, not including opaque doors and opaque spandrel panels, shall be not greater than 30 percent of the gross above-grade wall area. The skylight area shall be not greater than 3 percent of the gross roof area.

C402.4.1.1 Increased vertical fenestration area with daylight responsive controls. In *Climate Zones* 0 through 6, not more than 40 percent of the gross above-grade wall area shall be vertical fenestration, provided that all of the following requirements are met:

1. In buildings not greater than two stories above grade, not less than 50 percent of the net floor area is within a *daylight zone*.
2. In buildings three or more stories above grade, not less than 25 percent of the net floor area is within a *daylight zone*.
3. *Daylight responsive controls* are installed in *daylight zones*.
4. Visible transmittance (VT) of vertical fenestration is not less than 1.1 times solar heat gain coefficient (SHGC).

   Exception: Fenestration that is outside the scope of NFRC 200 is not required to comply with Item 4.

C402.4.1.2 Increased skylight area with daylight responsive controls. The skylight area shall be not more than 6 percent of the roof area provided that *daylight responsive controls* are installed in *toplit daylight zones*.

C402.4.2 Minimum skylight fenestration area. Skylights shall be provided in enclosed spaces greater than 2,500 square feet (232 m^2) in floor area, directly under a roof with not less than 75 percent of the ceiling area with a ceiling height greater than 15 feet (4572 mm), and used as an office, lobby, atrium, concourse, corridor, storage space, gymnasium/exercise center, convention center, automotive service area, space where manufacturing occurs, nonrefrigerated warehouse, retail store, distribution/sorting area, transportation depot or workshop. The total *toplit daylight zone* shall be not less than half the floor area and shall comply with one of the following:

1. A minimum skylight area to *toplit daylight zone* of not less than 3 percent where all skylights have a VT of not less than 0.40, or VT_{annual} of not less than 0.26, as determined in accordance with Section C303.1.3.
2. A minimum skylight effective aperture, determined in accordance with Equation 4-4, of:
   2.1. Not less than 1 percent using a skylight's VT rating; or
   2.2. Not less than 0.66 percent using a Tubular Daylight Device's VT_{annual} rating.

$$\text{Skylight Effective Aperture} = \frac{0.85 \times \text{Skylight Area} \times \text{Skylight VT} \times \text{WF}}{\text{Toplit Zone}}$$

(Equation 4-4)

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where:

Skylight area = Total fenestration area of skylights.

Skylight VT = Area weighted average visible transmittance of skylights.

WF = Area weighted average well factor, where well factor is 0.9 if light well depth is less than 2 feet (610 mm), or 0.7 if light well depth is 2 feet (610 mm) or greater, or 1.0 for Tubular Daylighting Devices with VT_{annual} ratings.

Light well depth = Measure vertically from the underside of the lowest point of the skylight glazing to the ceiling plane under the skylight.

Exception: Skylights above *daylight zones* of enclosed spaces are not required in:

1. Buildings in *Climate Zones* 6 through 8.
2. Spaces where the designed *general lighting* power densities are less than 0.5 W/ft^2 (5.4 W/m^2).
3. Areas where it is documented that existing structures or natural objects block direct beam sunlight on not less than half of the roof over the enclosed area for more than 1,500 daytime hours per year between 8 a.m. and 4 p.m.
4. Spaces where the *daylight zone* under rooftop monitors is greater than 50 percent of the enclosed space floor area.
5. Spaces where the total area minus the area of *sidelit daylight zones* is less than 2,500 square feet (232 m^2), and where the lighting is controlled in accordance with Section C405.2.3.
6. Spaces designed as storm shelters complying with ICC 500.

C402.4.2.1 Lighting controls in toplit daylight zones. *Daylight responsive controls* shall be provided in toplit daylight zones.

C402.4.2.2 Haze factor. Skylights in office, storage, automotive service, manufacturing, nonrefrigerated warehouse, retail store and distribution/sorting area spaces shall have a glazing material or diffuser with a haze factor greater than 90 percent when tested in accordance with ASTM D1003.

Exception: Skylights and tubular daylighting devices designed and installed to exclude direct sunlight entering the occupied space by the use of fixed or automated baffles, the geometry of skylight and light well or the use of optical diffuser components.

C402.4.3 Maximum *U*-factor and SHGC. The maximum *U*-factor and solar heat gain coefficient (SHGC) for fenestration shall be as specified in Table C402.4.

The window projection factor shall be determined in accordance with Equation 4-5.

$$PF = A/B \qquad \textbf{(Equation 4-5)}$$

where:

PF = Projection factor (decimal).

A = Distance measured horizontally from the farthest continuous extremity of any overhang, eave or permanently attached shading device to the vertical surface of the glazing.

B = Distance measured vertically from the bottom of the glazing to the underside of the overhang, eave or permanently attached shading device.

Where different windows or glass doors have different *PF* values, they shall each be evaluated separately.

C402.4.3.1 Increased skylight SHGC. In *Climate Zones* 0 through 6, skylights shall be permitted a maximum SHGC of 0.60 where located above *daylight zones* provided with *daylight responsive controls*.

C402.4.3.2 Increased skylight *U*-factor. Where skylights are installed above *daylight zones* provided with *daylight responsive controls*, a maximum *U*-factor of 0.9 shall be permitted in *Climate Zones* 0 through 3 and a maximum *U*-factor of 0.75 shall be permitted in *Climate Zones* 4 through 8.

C402.4.3.3 Dynamic glazing. Where dynamic glazing is intended to satisfy the SHGC and VT requirements of Table C402.4, the ratio of the higher to lower labeled SHGC shall be greater than or equal to 2.4, and the *dynamic glazing* shall be automatically controlled to modulate the amount of solar gain into the space in multiple steps. Dynamic glazing shall be considered separately from other fenestration, and area-weighted averaging with other fenestration that is not dynamic glazing shall not be permitted.

Exception: Dynamic glazing is not required to comply with this section where both the lower and higher labeled SHGC already comply with the requirements of Table C402.4.

C402.4.3.4 Area-weighted *U*-factor. An area-weighted average shall be permitted to satisfy the *U*-factor requirements for each fenestration product category listed in Table C402.4. Individual fenestration products from different fenestration product categories listed in Table C402.4 shall not be combined in calculating area-weighted average *U*-factor.

C402.4.4 Daylight zones. Daylight zones referenced in Sections C402.4.1.1 through C402.4.3.2 shall comply with Sections C405.2.4.2 and C405.2.4.3, as applicable.

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Daylight zones shall include *toplit daylight zones* and sidelit *daylight* zones.

C402.4.5 Doors. Opaque swinging doors shall comply with Table C402.1.4. Opaque nonswinging doors shall comply with Table C402.1.4. Opaque doors shall be considered as part of the gross area of above-grade walls that are part of the *building thermal envelope*. Opaque doors shall comply with Section C402.4.5.1 or C402.4.5.2. Other doors shall comply with the provisions of Section C402.4.3 for vertical fenestration.

C402.4.5.1 Opaque swinging doors. Opaque swinging doors shall comply with Table C402.1.4.

C402.4.5.2 Nonswinging doors. Opaque nonswinging doors that are horizontally hinged sectional doors with a single row of fenestration shall have an assembly *U*-factor less than or equal to 0.440 in Climate Zones 0 through 6 and less than or equal to 0.360 in Climate Zones 7 and 8, provided that the fenestration area is not less than 14 percent and not more than 25 percent of the total door area.

Exception: Other doors shall comply with the provisions of Section C402.4.3 for vertical fenestration.

C402.5 Air leakage—thermal envelope. The *building thermal envelope* shall comply with Sections C402.5.1 through Section C402.5.11.1, or the building *thermal envelope* shall be tested in accordance with Section C402.5.2 or C402.5.3. Where compliance is based on such testing, the building shall also comply with Sections C402.5.7, C402.5.8 and C402.5.9.

C402.5.1 Air barriers. A continuous air barrier shall be provided throughout the *building thermal envelope*. The continuous air barriers shall be located on the inside or outside of the building thermal envelope, located within the assemblies composing the building thermal envelope, or any combination thereof. The air barrier shall comply with Sections C402.5.1.1, and C402.5.1.2.

Exception: Air barriers are not required in buildings located in *Climate Zone* 2B.

C402.5.1.1 Air barrier construction. The *continuous air barrier* shall be constructed to comply with the following:

1. The air barrier shall be continuous for all assemblies that are the thermal envelope of the building and across the joints and assemblies.
2. Air barrier joints and seams shall be sealed, including sealing transitions in places and changes in materials. The joints and seals shall be securely installed in or on the joint for its entire length so as not to dislodge, loosen or otherwise impair its ability to resist positive and negative pressure from wind, stack effect and mechanical ventilation.
3. Penetrations of the air barrier shall be caulked, gasketed or otherwise sealed in a manner compatible with the construction materials and location. Sealing shall allow for expansion, contraction and mechanical vibration. Joints and seams associated with penetrations shall be sealed in the same manner or taped. Sealing materials shall be securely installed around the penetration so as not to dislodge, loosen or otherwise impair the penetrations' ability to resist positive and negative pressure from wind, stack effect and mechanical ventilation. Sealing of concealed fire sprinklers, where required, shall be in a manner that is recommended by the manufacturer. Caulking or other adhesive sealants shall not be used to fill voids between fire sprinkler cover plates and walls or ceilings.
4. Recessed lighting fixtures shall comply with Section C402.5.10. Where similar objects are installed that penetrate the air barrier, provisions shall be made to maintain the integrity of the air barrier.

C402.5.1.2 Air barrier compliance. A continuous air barrier for the opaque building envelope shall comply with the following:

1. Buildings or portions of buildings, including Group R and I occupancies, shall meet the provisions of Section C402.5.2.

   Exception: Buildings in Climate Zones 2B, 3C and 5C.

2. Buildings or portions of buildings other than Group R and I occupancies shall meet the provisions of Section C402.5.3.

   Exceptions:

   1. Buildings in Climate Zones 2B, 3B, 3C and 5C.
   2. Buildings larger than 5,000 square feet (464.5 m^2) floor area in Climate Zones 0B, 1, 2A, 4B and 4C.
   3. Buildings between 5,000 square feet (464.5 m^2) and 50,000 square feet (4645 m^2) floor area in Climate Zones 0A, 3A and 5B.

3. Buildings or portions of buildings that do not complete air barrier testing shall meet the provisions of Section C402.5.1.3 or C402.5.1.4 in addition to Section C402.5.1.5.

C402.5.1.3 Materials. Materials with an air permeability not greater than 0.004 cfm/ft^2 (0.02 L/s × m^2) under a pressure differential of 0.3 inch water gauge (75 Pa) when tested in accordance with ASTM E2178 shall comply with this section. Materials in Items 1 through 16 shall be deemed to comply with this section, provided that joints are sealed and materials

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are installed as air barriers in accordance with the manufacturer's instructions.

1. Plywood with a thickness of not less than $^3/_8$ inch (10 mm).
2. Oriented strand board having a thickness of not less than $^3/_8$ inch (10 mm).
3. Extruded polystyrene insulation board having a thickness of not less than $^1/_2$ inch (12.7 mm).
4. Foil-back polyisocyanurate insulation board having a thickness of not less than $^1/_2$ inch (12.7 mm).
5. Closed-cell spray foam having a minimum density of 1.5 pcf (2.4 kg/m^3) and having a thickness of not less than $1^1/_2$ inches (38 mm).
6. Open-cell spray foam with a density between 0.4 and 1.5 pcf (0.6 and 2.4 kg/m^3) and having a thickness of not less than 4.5 inches (113 mm).
7. Exterior or interior gypsum board having a thickness of not less than $^1/_2$ inch (12.7 mm).
8. Cement board having a thickness of not less than $^1/_2$ inch (12.7 mm).
9. Built-up roofing membrane.
10. Modified bituminous roof membrane.
11. Single-ply roof membrane.
12. A Portland cement/sand parge, or gypsum plaster having a thickness of not less than $^5/_8$ inch (15.9 mm).
13. Cast-in-place and precast concrete.
14. Fully grouted concrete block masonry.
15. Sheet steel or aluminum.
16. Solid or hollow masonry constructed of clay or shale masonry units.

C402.5.1.4 Assemblies. Assemblies of materials and components with an average air leakage not greater than 0.04 cfm/ft^2 (0.2 L/s × m^2) under a pressure differential of 0.3 inch of water gauge (w.g.)(75 Pa) when tested in accordance with ASTM E2357, ASTM E1677, ASTM D8052 or ASTM E283 shall comply with this section. Assemblies listed in Items 1 through 3 shall be deemed to comply, provided that joints are sealed and the requirements of Section C402.5.1.1 are met.

1. Concrete masonry walls coated with either one application of block filler or two applications of a paint or sealer coating.
2. Masonry walls constructed of clay or shale masonry units with a nominal width of 4 inches (102 mm) or more.
3. A Portland cement/sand parge, stucco or plaster not less than $^1/_2$ inch (12.7 mm) in thickness.

C402.5.1.5 Building envelope performance verification. The installation of the continuous air barrier shall be verified by the *code official*, a *registered design professional* or *approved* agency in accordance with the following:

1. A review of the construction documents and other supporting data shall be conducted to assess compliance with the requirements in Section C402.5.1.
2. Inspection of continuous air barrier components and assemblies shall be conducted during construction while the air barrier is still accessible for inspection and repair to verify compliance with the requirements of Sections C402.5.1.3 and C402.5.1.4.
3. A final commissioning report shall be provided for inspections completed by the *registered design professional* or *approved* agency. The commissioning report shall be provided to the building owner or owner's authorized agent and the *code official*. The report shall identify deficiencies found during the review of the construction documents and inspection and details of corrective measures taken.

C402.5.2 Dwelling and sleeping unit enclosure testing. The *building thermal envelope* shall be tested in accordance with ASTM E779, ANSI/RESNET/ICC 380, ASTM E1827 or an equivalent method approved by the *code official*. The measured air leakage shall not exceed 0.30 cfm/ft^2 (1.5 L/s m^2) of the testing unit enclosure area at a pressure differential of 0.2 inch water gauge (50 Pa). Where multiple dwelling units or sleeping units or other occupiable conditioned spaces are contained within one *building thermal envelope*, each unit shall be considered an individual testing unit, and the building air leakage shall be the weighted average of all testing unit results, weighted by each testing unit's enclosure area. Units shall be tested separately with an unguarded blower door test as follows:

1. Where buildings have fewer than eight testing units, each testing unit shall be tested.
2. For buildings with eight or more testing units, the greater of seven units or 20 percent of the testing units in the building shall be tested, including a top floor unit, a ground floor unit and a unit with the largest testing unit enclosure area. For each tested unit that exceeds the maximum air leakage rate, an additional two units shall be tested, including a mixture of testing unit types and locations.

C402.5.3 Building thermal envelope testing. The *building thermal envelope* shall be tested in accordance with ASTM E779, ANSI/RESNET/ICC 380, ASTM E3158 or ASTM E1827 or an equivalent method approved by the

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code official. The measured air leakage shall not exceed 0.40 cfm/ft^2 (2.0 L/s × m^2) of the *building thermal envelope* area at a pressure differential of 0.3 inch water gauge (75 Pa). Alternatively, portions of the building shall be tested and the measured air leakages shall be area weighted by the surface areas of the building envelope in each portion. The weighted average test results shall not exceed the whole building leakage limit. In the alternative approach, the following portions of the building shall be tested:

1. The entire envelope area of all stories that have any spaces directly under a roof.
2. The entire envelope area of all stories that have a building entrance, exposed floor, or loading dock, or are below grade.
3. Representative above-grade sections of the building totaling at least 25 percent of the wall area enclosing the remaining conditioned space.

Exception: Where the measured air leakage rate exceeds 0.40 cfm/ft^2 (2.0 L/s × m^2) but does not exceed 0.60 cfm/ft^2 (3.0 L/s × m^2), a diagnostic evaluation using smoke tracer or infrared imaging shall be conducted while the building is pressurized along with a visual inspection of the air barrier. Any leaks noted shall be sealed where such sealing can be made without destruction of existing building components. An additional report identifying the corrective actions taken to seal leaks shall be submitted to the code official and the building owner, and shall be deemed to comply with the requirements of this section.

C402.5.4 Air leakage of fenestration. The air leakage of fenestration assemblies shall meet the provisions of Table C402.5.4. Testing shall be in accordance with the applicable reference test standard in Table C402.5.4 by an accredited, independent testing laboratory and *labeled* by the manufacturer.

Exceptions:

1. Field-fabricated fenestration assemblies that are sealed in accordance with Section C402.5.1.
2. Fenestration in buildings that comply with the testing alternative of Section C402.5 are not required to meet the air leakage requirements in Table C402.5.4.

C402.5.5 Rooms containing fuel-burning appliances. In *Climate Zones* 3 through 8, where combustion air is supplied through openings in an exterior wall to a room or space containing a space-conditioning fuel-burning appliance, one of the following shall apply:

1. The room or space containing the appliance shall be located outside of the *building thermal envelope*.
2. The room or space containing the appliance shall be enclosed and isolated from conditioned spaces inside the *building thermal envelope*. Such rooms shall comply with all of the following:
   2.1. The walls, floors and ceilings that separate the enclosed room or space from conditioned spaces shall be insulated to be not less than equivalent to the insulation requirement of below-grade walls as specified in Table C402.1.3 or Table C402.1.4.
   2.2. The walls, floors and ceilings that separate the enclosed room or space from conditioned spaces shall be sealed in accordance with Section C402.5.1.1.

TABLE C402.5.4
MAXIMUM AIR LEAKAGE RATE FOR FENESTRATION ASSEMBLIES

FENESTRATION ASSEMBLY	MAXIMUM RATE (CFM/FT^2)	TEST PROCEDURE
Windows	0.20[a]	AAMA/WDMA/CSA101/I.S.2/A440 or NFRC 400
Sliding doors	0.20[a]	
Swinging doors	0.20[a]	
Skylights—with condensation weepage openings	0.30	
Skylights—all other	0.20[a]	
Curtain walls	0.06	NFRC 400 or ASTM E283 at 1.57 psf (75 Pa)
Storefront glazing	0.06	
Commercial glazed swinging entrance doors	1.00	
Power-operated sliding doors and power operated folding doors	1.00	
Revolving doors	1.00	
Garage doors	0.40	ANSI/DASMA 105, NFRC 400, or ASTM E283 at 1.57 psf (75 Pa)
Rolling doors	1.00	
High-speed doors	1.30	

For SI: 1 cubic foot per minute = 0.47 L/s, 1 square foot = 0.093 m^2.

a. The maximum rate for windows, sliding and swinging doors, and skylights is permitted to be 0.3 cfm per square foot of fenestration or door area when tested in accordance with AAMA/WDMA/CSA101/I.S.2/A440 at 6.24 psf (300 Pa).

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2.3. The doors into the enclosed room or space shall be fully gasketed.

2.4. Water lines and ducts in the enclosed room or space shall be insulated in accordance with Section C403.

2.5. Where an air duct supplying combustion air to the enclosed room or space passes through *conditioned space*, the duct shall be insulated to an *R*-value of not less than R-8.

Exception: Fireplaces and stoves complying with Sections 901 through 905 of the *International Mechanical Code*, and Section 2111.14 of the *International Building Code*.

C402.5.6 Doors and access openings to shafts, chutes, stairways and elevator lobbies. Doors and *access* openings from conditioned space to shafts, chutes stairways and elevator lobbies not within the scope of the fenestration assemblies covered by Section C402.5.4 shall be gasketed, weather-stripped or sealed.

Exceptions:

1. Door openings required to comply with Section 716 of the *International Building Code*.
2. Doors and door openings required to comply with UL 1784 by the *International Building Code*.

C402.5.7 Air intakes, exhaust openings, stairways and shafts. Stairway enclosures, elevator shaft vents and other outdoor air intakes and exhaust openings integral to the building envelope shall be provided with dampers in accordance with Section C403.7.7.

C402.5.8 Loading dock weather seals. Cargo door openings and loading door openings shall be equipped with weather seals that restrict infiltration and provide direct contact along the top and sides of vehicles that are parked in the doorway.

C402.5.9 Vestibules. Building entrances shall be protected with an enclosed vestibule, with all doors opening into and out of the vestibule equipped with self-closing devices. Vestibules shall be designed so that in passing through the vestibule it is not necessary for the interior and exterior doors to open at the same time. The installation of one or more revolving doors in the *building entrance* shall not eliminate the requirement that a vestibule be provided on any doors adjacent to revolving doors.

Exceptions: Vestibules are not required for the following:

1. Buildings in *Climate Zones* 0 through 2.
2. Doors not intended to be used by the public, such as doors to mechanical or electrical equipment rooms, or intended solely for employee use.
3. Doors opening directly from a *sleeping unit* or dwelling unit.
4. Doors that open directly from a space less than 3,000 square feet (298 m^2) in area.
5. Revolving doors.
6. Doors used primarily to facilitate vehicular movement or material handling and adjacent personnel doors.
7. Doors that have an air curtain with a velocity of not less than 6.56 feet per second (2 m/s) at the floor that have been tested in accordance with ANSI/AMCA 220 and installed in accordance with the manufacturer's instructions. Manual or automatic controls shall be provided that will operate the air curtain with the opening and closing of the door. Air curtains and their controls shall comply with Section C408.2.3.

C402.5.10 Recessed lighting. Recessed luminaires installed in the *building thermal envelope* shall be all of the following:

1. IC-rated.
2. Labeled as having an air leakage rate of not more 2.0 cfm (0.944 L/s) when tested in accordance with ASTM E283 at a 1.57 psf (75 Pa) pressure differential.
3. Sealed with a gasket or caulk between the housing and interior wall or ceiling covering.

C402.5.11 Operable openings interlocking. Where occupancies utilize operable openings to the outdoors that are larger than 40 square feet (3.7 m^2) in area, such openings shall be interlocked with the heating and cooling system so as to raise the cooling setpoint to 90°F (32°C) and lower the heating setpoint to 55°F (13°C) whenever the operable opening is open. The change in heating and cooling setpoints shall occur within 10 minutes of opening the operable opening.

Exceptions:

1. Separately zoned areas associated with the preparation of food that contain appliances that contribute to the HVAC loads of a restaurant or similar type of occupancy.
2. Warehouses that utilize overhead doors for the function of the occupancy, where approved by the code official.
3. The first entrance doors where located in the exterior wall and are part of a vestibule system.

C402.5.11.1 Operable controls. Controls shall comply with Section C403.14.

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SECTION C403
BUILDING MECHANICAL SYSTEMS

C403.1 General. Mechanical systems and equipment serving the building heating, cooling, ventilating or refrigerating needs shall comply with this section.

Exception: Data center systems are exempt from the requirements of Sections C403.4 and C403.5.

C403.1.1 Calculation of heating and cooling loads. Design loads associated with heating, ventilating and air conditioning of the building shall be determined in accordance with ANSI/ASHRAE/ACCA Standard 183 or by an *approved* equivalent computational procedure using the design parameters specified in Chapter 3. Heating and cooling loads shall be adjusted to account for load reductions that are achieved where energy recovery systems are utilized in the HVAC system in accordance with the ASHRAE HVAC Systems and Equipment Handbook by an approved equivalent computational procedure.

C403.1.2 Data centers. Data center systems shall comply with Sections 6 and 8 of ASHRAE 90.4 with the following changes:

1. Replace design mechanical load component (MLC) values specified in Table 6.2.1.1 of the ASHRAE 90.4 with the values in Table C403.1.2(1) as applicable in each climate zone.
2. Replace annualized MLC values specified in Table 6.2.1.2 of the ASHRAE 90.4 with the values in Table C403.1.2(2) as applicable in each climate zone.

TABLE C403.1.2(1)
MAXIMUM DESIGN MECHANICAL LOAD COMPONENT (DESIGN MLC)

CLIMATE ZONE	DESIGN MLC AT 100% AND AT 50% ITE LOAD
0A	0.24
OB	0.26
1A	0.23
2A	0.24
3A	0.23
4A	0.23
5A	0.22
6A	0.22
1B	0.28
2B	0.27
3B	0.26
4B	0.23
5B	0.23
6B	0.21
3C	0.19
4C	0.21
5C	0.19
7	0.20
8	0.19

TABLE C403.1.2(2)
MAXIMUM ANNUALIZED MECHANICAL LOAD COMPONENT (ANNUALIZED MLC)

CLIMATE ZONE	HVAC MAXIMUM ANNUALIZED MLC AT 100% AND AT 50% ITE LOAD
0A	0.19
0B	0.20
1A	0.18
2A	0.19
3A	0.18
4A	0.17
5A	0.17
6A	0.17
1B	0.16
2B	0.18
3B	0.18
4B	0.18
5B	0.16
6B	0.17
3C	0.16
4C	0.16
5C	0.16
7	0.16
8	0.16

C403.2 System design. Mechanical systems shall be designed to comply with Sections C403.2.1 through C403.2.3. Where elements of a building's mechanical systems are addressed in Sections C403.3 through C403.14, such elements shall comply with the applicable provisions of those sections.

C403.2.1 Zone isolation required. HVAC systems serving *zones* that are over 25,000 square feet (2323 m^2) in floor area or that span more than one floor and are designed to operate or be occupied nonsimultaneously shall be divided into isolation areas. Each isolation area shall be equipped with *isolation devices* and controls configured to automatically shut off the supply of conditioned air and outdoor air to and exhaust air from the isolation area. Each isolation area shall be controlled independently by a device meeting the requirements of Section C403.4.2.2. Central systems and plants shall be provided with controls and devices that will allow system and equipment operation for any length of time while serving only the smallest isolation area served by the system or plant.

Exceptions:

1. Exhaust air and outdoor air connections to isolation areas where the fan system to which they connect is not greater than 5,000 cfm (2360 L/s).

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2. Exhaust airflow from a single isolation area of less than 10 percent of the design airflow of the exhaust system to which it connects.
3. Isolation areas intended to operate continuously or intended to be inoperative only when all other isolation areas in a *zone* are inoperative.

C403.2.2 Ventilation. Ventilation, either natural or mechanical, shall be provided in accordance with Chapter 4 of the *International Mechanical Code*. Where mechanical ventilation is provided, the system shall provide the capability to reduce the outdoor air supply to the minimum required by Chapter 4 of the *International Mechanical Code*.

C403.2.3 Fault detection and diagnostics. New buildings with an HVAC system serving a gross conditioned floor area of 100,000 square feet (9290 m^2) or larger shall include a fault detection and diagnostics (FDD) system to monitor the HVAC system's performance and automatically identify faults. The FDD system shall:

1. Include permanently installed sensors and devices to monitor the HVAC system's performance.
2. Sample the HVAC system's performance at least once every 15 minutes.
3. Automatically identify and report HVAC system faults.
4. Automatically notify authorized personnel of identified HVAC system faults.
5. Automatically provide prioritized recommendations for repair of identified faults based on analysis of data collected from the sampling of HVAC system performance.
6. Be capable of transmitting the prioritized fault repair recommendations to remotely located authorized personnel.

Exception: R-1 and R-2 occupancies.

C403.3 Heating and cooling equipment efficiencies. Heating and cooling equipment installed in mechanical systems shall be sized in accordance with Section C403.3.1 and shall be not less efficient in the use of energy than as specified in Section C403.3.2.

C403.3.1 Equipment sizing. The output capacity of heating and cooling equipment shall be not greater than that of the smallest available equipment size that exceeds the loads calculated in accordance with Section C403.1.1. A single piece of equipment providing both heating and cooling shall satisfy this provision for one function with the capacity for the other function as small as possible, within available equipment options.

Exceptions:

1. Required standby equipment and systems provided with controls and devices that allow such systems or equipment to operate automatically only when the primary equipment is not operating.
2. Multiple units of the same equipment type with combined capacities exceeding the design load and provided with controls that are configured to sequence the operation of each unit based on load.

C403.3.2 HVAC equipment performance requirements. Equipment shall meet the minimum efficiency requirements of Tables C403.3.2(1) through C403.3.2(16) when tested and rated in accordance with the applicable test procedure. Plate-type liquid-to-liquid heat exchangers shall meet the minimum requirements of AHRI 400. The efficiency shall be verified through certification under an approved certification program or, where a certification program does not exist, the equipment efficiency ratings shall be supported by data furnished by the manufacturer. Where multiple rating conditions or performance requirements are provided, the equipment shall satisfy all stated requirements. Where components, such as indoor or outdoor coils, from different manufacturers are used, calculations and supporting data shall be furnished by the designer that demonstrates that the combined efficiency of the specified components meets the requirements herein.

C403.3.2.1 Water-cooled centrifugal chilling packages. Equipment not designed for operation at AHRI Standard 550/590 test conditions of 44.00°F leaving and 54.00°F entering chilled-fluid temperatures, and with 85.00°F entering and 94.30°F leaving condenser-fluid temperatures, shall have maximum full-load kW/ton (FL) and part-load rating requirements adjusted using the following equations:

$$FL_{adj} = FL/K_{adj} \quad \textbf{(Equation 4-6)}$$

$$PLV_{adj} = IPLV.IP/K_{adj} \quad \textbf{(Equation 4-7)}$$

where:

K_{adj} = $A \times B$

FL = Full-load kW/ton value from Table C403.3.2(3).

FL_{adj} = Maximum full-load kW/ton rating, adjusted for nonstandard conditions.

$IPLV.IP$ = $IPLV.IP$ value from Table C403.3.2(3).

PLV_{adj} = Maximum $NPLV$ rating, adjusted for nonstandard conditions.

A = $0.00000014592 \times (LIFT)^4 - 0.0000346496 \times (LIFT)^3 + 0.00314196 \times (LIFT)^2 - 0.147199 \times (LIFT) + 3.93073$

B = $0.0015 \times L_{vg}E_{vap} + 0.934$

$LIFT$ = $L_{vg}Cond - L_{vg}E_{vap}$

$L_{vg}Cond$ = Full-load condenser leaving fluid temperature (°F).

$L_{vg}E_{vap}$ = Full-load evaporator leaving temperature (°F).

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The FL_{adj} and PLV_{adj} values are applicable only for centrifugal chillers meeting all of the following full-load design ranges:

- $36.00°F \leq L_{vg}E_{vap} \leq 60.00°F$
- $L_{vg}Cond \leq 115.00°F$
- $20.00°F \leq LIFT \leq 80.00°F$

Manufacturers shall calculate the FL_{adj} and PLV_{adj} before determining whether to label the chiller. Centrifugal chillers designed to operate outside of these ranges are not covered by this code.

C403.3.2.2 Positive displacement (air- and water-cooled) chilling packages. Equipment with a leaving fluid temperature higher than 32°F (0°C) and water-cooled positive displacement chilling packages with a condenser leaving fluid temperature below 115°F (46°C) shall meet the requirements of the tables in Section C403.3.2 when tested or certified with water at standard rating conditions, in accordance with the referenced test procedure.

C403.3.3 Hot gas bypass limitation. Cooling systems shall not use hot gas bypass or other evaporator pressure control systems unless the system is designed with multiple steps of unloading or continuous capacity modulation. The capacity of the hot gas bypass shall be limited as indicated in Table C403.3.3, as limited by Section C403.5.1.

TABLE C403.3.2(1)
ELECTRICALLY OPERATED UNITARY AIR CONDITIONERS AND CONDENSING UNITS—MINIMUM EFFICIENCY REQUIREMENTS[c, d]

EQUIPMENT TYPE	SIZE CATEGORY	HEADING SECTION TYPE	SUBCATEGORY OR RATING CONDITION	MINIMUM EFFICIENCY	TEST PROCEDURE[a]
Air conditioners, air cooled	< 65,000 Btu/h[b]	All	Split system, three phase and applications outside US single phase[b]	13.0 SEER before 1/1/2023 13.4 SEER2 after 1/1/2023	AHRI 210/240—2017 before 1/1/2023 AHRI 210/240—2023 after 1/1/2023
			Single-package, three phase and applications outside US single phase[b]	14.0 SEER before 1/1/2023 13.4 SEER2 after 1/1/2023	
Space constrained, air cooled	≤ 30,000 Btu/h[b]	All	Split system, three phase and applications outside US single phase[b]	12.0 SEER before 1/1/2023 11.7 SEER2 after 1/1/2023	AHRI 210/240—2017 before 1/1/2023 AHRI 210/240—2023 after 1/1/2023
			Single package, three phase and applications outside US single phase[b]	12.0 SEER before 1/1/2023 11.7 SEER2 after 1/1/2023	
Small duct, high velocity, air cooled	< 65,000 Btu/h[b]	All	Split system, three phase and applications outside US single phase[b]	12.0 SEER before 1/1/2023 12.1 SEER2 after 1/1/2023	AHRI 210/240—2017 before 1/1/2023 AHRI 210/240—2023 after 1/1/2023
Air conditioners, air cooled	≥ 65,000 Btu/h and < 135,000 Btu/h	Electric resistance (or none)	Split system and single package	11.2 EER 12.9 IEER before 1/1/2023 14.8 IEER after 1/1/2023	AHRI 340/360
		All other		11.0 EER 12.7 IEER before 1/1/2023 14.6 IEER after 1/1/2023	
	≥ 135,000 Btu/h and < 240,000 Btu/h	Electric resistance (or none)		11.0 EER 12.4 IEER before 1/1/2023 14.2 IEER after 1/1/2023	
		All other		10.8 EER 12.2 IEER before 1/1/2023 14.0 IEER after 1/1/2023	

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TABLE C403.3.2(1)—continued
ELECTRICALLY OPERATED UNITARY AIR CONDITIONERS AND CONDENSING UNITS—MINIMUM EFFICIENCY REQUIREMENTS[c, d]

EQUIPMENT TYPE	SIZE CATEGORY	HEADING SECTION TYPE	SUBCATEGORY OR RATING CONDITION	MINIMUM EFFICIENCY	TEST PROCEDURE[a]
Air conditioners, air cooled *(continued)*	≥ 240,000 Btu/h and < 760,000 Btu/h	Electric resistance (or none)	Split system and single package	10.0 EER 11.6 IEER before 1/1/2023 13.2 IEER after 1/1/2023	AHRI 340/360
		All other		9.8 EER 11.4 IEER before 1/1/2023 13.0 IEER after 1/1/2023	
	≥ 760,000 Btu/h	Electric resistance (or none)		9.7 EER 11.2 IEER before 1/1/2023 12.5 IEER after 1/1/2023	
		All other		9.5 EER 11.0 IEER before 1/1/2023 12.3 IEER after 1/1/2023	
Air conditioners, water cooled	< 65,000 Btu/h	All	Split system and single package	12.1 EER 12.3 IEER	AHRI 210/240
	≥ 65,000 Btu/h and < 135,000 Btu/h	Electric resistance (or none)		12.1 EER 13.9 IEER	AHRI 340/360
		All other		11.9 EER 13.7 IEER	
	≥ 135,000 Btu/h and < 240,000 Btu/h	Electric resistance (or none)		12.5 EER 13.9 IEER	
		All other		12.3 EER 13.7 IEER	
	≥ 240,000 Btu/h and < 760,000 Btu/h	Electric resistance (or none)		12.4 EER 13.6 IEER	
		All other		12.2 EER 13.4 IEER	
	≥ 760,000 Btu/h	Electric resistance (or none)		12.2 EER 13.5 IEER	
		All other		12.0 EER 13.3 IEER	

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TABLE C403.3.2(1)—continued
ELECTRICALLY OPERATED UNITARY AIR CONDITIONERS AND CONDENSING UNITS—MINIMUM EFFICIENCY REQUIREMENTS[c, d]

EQUIPMENT TYPE	SIZE CATEGORY	HEADING SECTION TYPE	SUBCATEGORY OR RATING CONDITION	MINIMUM EFFICIENCY	TEST PROCEDURE[a]
Air conditioners, evaporatively cooled	< 65,000 Btu/h[b]	All	Split system and single package	12.1 EER 12.3 IEER	AHRI 210/240
	≥ 65,000 Btu/h and < 135,000 Btu/h	Electric resistance (or none)		12.1 EER 12.3 IEER	AHRI 340/360
		All other		11.9 EER 12.1 IEER	
	≥ 135,000 Btu/h and < 240,000 Btu/h	Electric resistance (or none)		12.0 EER 12.2 IEER	
		All other		11.8 EER 12.0 IEER	
	≥ 240,000 Btu/h and < 760,000 Btu/h	Electric resistance (or none)		11.9 EER 12.1 IEER	
		All other		11.7 EER 11.9 IEER	
	≥ 760,000 Btu/h	Electric resistance (or none)		11.7 EER 11.9 IEER	
		All other		11.5 EER 11.7 IEER	
Condensing units, air cooled	≥ 135,000 Btu/h	—	—	10.5 EER 11.8 IEER	AHRI 365
Condensing units, water cooled	≥ 135,000 Btu/h	—	—	13.5 EER 14.0 IEER	AHRI 365
Condensing units, evaporatively cooled	≥ 135,000 Btu/h	—	—	13.5 EER 14.0 IEER	AHRI 365

For SI: 1 British thermal unit per hour = 0.2931 W.

a. Chapter 6 contains a complete specification of the referenced standards, which include test procedures, including the reference year version of the test procedure.

b. Single-phase, US air-cooled air conditioners less than 65,000 Btu/h are regulated as consumer products by the US Department of Energy Code of Federal Regulations DOE 10 CFR 430. SEER and SEER2 values for single-phase products are set by the US Department of Energy.

c. DOE 10 CFR 430 Subpart B Appendix M1 includes the test procedure updates effective 1/1/2023 that will be incorporated in AHRI 210/240—2023.

d. This table is a replica of ASHRAE 90.1 Table 6.8.1-1 Electrically Operated Unitary Air Conditioners and Condensing Units—Minimum Efficiency Requirements.

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TABLE C403.3.2(2)
ELECTRICALLY OPERATED AIR-COOLED UNITARY HEAT PUMPS—MINIMUM EFFICIENCY REQUIREMENTS[c, d]

EQUIPMENT TYPE	SIZE CATEGORY	HEADING SECTION TYPE	SUBCATEGORY OR RATING CONDITION	MINIMUM EFFICIENCY	TEST PROCEDURE[a]
Air cooled (cooling mode)	< 66,000 Btu/h	All	Split system, three phase and applications outside US single phase[b]	14.0 SEER before 1/1/2023 14.3 SEER2 after 1/1/2023	AHRI 210/240—2017 before 1/1/2023 AHRI 210/240—2023 after 1/1/2023
			Single package, three phase and applications outside US single phase[b]	14.0 SEER before 1/1/2023 13.4 SEER2 after 1/1/2023	
Space constrained, air cooled (cooling mode)	≤ 30,000 Btu/h	All	Split system, three phase and applications outside US single phase[b]	12.0 SEER before 1/1/2023 11.7 SEER2 after 1/1/2023	AHRI 210/240—2017 before 1/1/2023 AHRI 210/240—2023 after 1/1/2023
			Single package, three phase and applications outside US single phase[b]	12.0 SEER before 1/1/2023 11.7 SEER2 after 1/1/2023	
Single duct, high velocity, air cooled (cooling mode)	< 65,000	All	Split system, three phase and applications outside US single phase[b]	12.0 SEER before 1/1/2023 12.0 SEER2 after 1/1/2023	AHRI 210/240—2017 before 1/1/2023 AHRI 210/240—2023 after 1/1/2023
Air cooled (cooling mode)	≥ 65,000 Btu/h and < 135,000 Btu/h	Electric resistance (or none)	Split system and single package	11.0 EER 12.2 IEER before 1/1/2023 14.1 IEER after 1/1/2023	AHRI 340/360
		All other		10.8 EER 12.0 IEER before 1/1/2023 13.9 IEER after 1/1/2023	
	≥ 135,000 Btu/h and < 240,000 Btu/h	Electric resistance (or none)		10.6 EER 11.6 IEER before 1/1/2023 13.5 IEER after 1/1/2023	
		All other		10.4 EER 11.4 IEER before 1/1/2023 13.3 IEER after 1/1/2023	
	≥ 240,000 Btu/h	Electric resistance (or none)		9.5 EER 10.6 IEER before 1/1/2023 12.5 IEER after 1/1/2023	
		All other		9.3 EER 10.4 IEER before 1/1/2023 12.3 IEER after 1/1/2023	
Air cooled (heating mode)	< 65,000 Btu/h	All	Split system, three phase and applications outside US single phase[b]	8.2 HSPF before 1/1/2023 7.5 HSPF2 after 1/1/2023	AHRI 210/240—2017 before 1/1/2023 AHRI 210/240—2023 after 1/1/2023
			Single package, three phase and applications outside US single phase[b]	8.0 HSPF before 1/1/2023 6.7 HSPF2 after 1/1/2023	

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TABLE C403.3.2(2)—continued
ELECTRICALLY OPERATED AIR-COOLED UNITARY HEAT PUMPS—MINIMUM EFFICIENCY REQUIREMENTS[c, d]

EQUIPMENT TYPE	SIZE CATEGORY	HEADING SECTION TYPE	SUBCATEGORY OR RATING CONDITION	MINIMUM EFFICIENCY	TEST PROCEDURE[a]
Space constrained, air cooled (heating mode)	≤ 30,000 Btu/h	All	Split system, three phase and applications outside US single phase[b]	7.4 HSPF before 1/1/2023 6.3 HSPF2 after 1/1/2023	AHRI 210/240—2017 before 1/1/2023 AHRI 210/240—2023 after 1/1/2023
			Single package, three phase and applications outside US single phase[b]	7.4 HSPF before 1/1/2023 6.3 HSPF2 after 1/1/2023	
Small duct, high velocity, air cooled (heating mode)	< 65,000 Btu/h	All	Split system, three phase and applications outside US single phase[b]	7.2 HSPF before 1/1/2023 6.1 HSPF2 after 1/1/2023	AHRI 210/240—2017 before 1/1/2023 AHRI 210/240—2023 after 1/1/2023
Air cooled (heating mode)	≥ 65,000 Btu/h and < 135,000 Btu/h (cooling capacity)	All	47°F db/43°F wb outdoor air	3.30 COP_H before 1/1/2023 3.40 COP_H after 1/1/2023	AHRI 340/360
			17°F db/15°F wb outdoor air	2.25 COP_H	
	≥ 135,000 Btu/h and < 240,000 Btu/h (cooling capacity)		47°F db/43°F wb outdoor air	3.20 COP_H before 1/1/2023 3.30 SOP_H after 1/1/2023	
			17°F db/15°F wb outdoor air	2.05 COP_H	
	≥ 240,000 Btu/h (cooling capacity)		47°F db/43°F wb outdoor air	3.20 COP_H	
			17°F db/15°F wb outdoor air	2.05 COP_H	

For SI: 1 British thermal unit per hour = 0.2931 W, °C = [(°F) – 32]/1.8, wb = wet bulb, db = dry bulb.

a. Chapter 6 contains a complete specification of the referenced standards, which include test procedures, including the reference year version of the test procedure.

b. Single-phase, US air-cooled heat pumps less than 65,000 Btu/h are regulated as consumer products by the US Department of Energy Code of Federal Regulations DOE 10 CFR 430. SEER, SEER2 and HSPF values for single-phase products are set by the US Department of Energy.

c. DOE 10 CFR 430 Subpart B Appendix M1 includes the test procedure updates effective 1/1/2023 that will be incorporated in AHRI 210/240—2023.

d. This table is a replica of ASHRAE 90.1 Table 6.8.1-2 Electrically Operated Air-Cooled Unitary Heat Pumps—Minimum Efficiency Requirements.

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TABLE C403.3.2(3)
WATER-CHILLING PACKAGES—MINIMUM EFFICIENCY REQUIREMENTS[a, b, e, f]

EQUIPMENT TYPE	SIZE CATEGORY	UNITS	PATH A	PATH B	TEST PROCEDURE[c]
Air cooled chillers	< 150 tons	EER (Btu/Wh)	≥ 10.100 FL	≥ 9.700 FL	AHRI 550/590
			≥ 13.700 IPLV.IP	≥ 15.800 IPLV.IP	
	≥ 150 tons		≥ 10.100 FL	≥ 9.700FL	
			≥ 14.000 IPLV.IP	≥ 16.100 IPLV.IP	
Air cooled without condenser, electrically operated	All capacities	EER (Btu/Wh)	Air-cooled chillers without condenser must be rated with matching condensers and comply with air-cooled chiller efficiency requirements		AHRI 550/590
Water cooled, electrically operated positive displacement	< 75 tons	kW/ton	≤ 0.750 FL	≤ 0.780 FL	AHRI 550/590
			≤ 0.600 IPLV.IP	≤ 0.500 IPLV.IP	
	≥ 75 tons and < 150 tons		≤ 0.720 FL	≤ 0.750 FL	
			≤ 0.560 IPLV.IP	≤ 0.490 IPLV.IP	
	≥ 150 tons and < 300 tons		≤ 0.660 FL	≤ 0.680 FL	
			≤ 0.540 IPLV.IP	≤ 0.440 IPLV.IP	
	≥ 300 tons and < 600 tons		≤ 0.610 FL	≤ 0.625 FL	
			≤ 0.520 IPLV.IP	≤ 0.410 IPLV.IP	
	≥ 600 tons		≤ 0.560 FL	≤ 0.585 FL	
			≤ 0.500 IPLV.IP	≤ 0.380 IPLV.IP	
Water cooled, electrically operated centrifugal	< 150 tons	kW/ton	≤ 0.610 FL	≤ 0.695 FL	AHRI 550/590
			≤ 0.550 IPLV.IP	≤ 0.440 IPLV.IP	
			≤ 0.610 FL	≤ 0.635 FL	
			≤ 0.550 IPLV.IP	≤ 0.400 IPLV.IP	
	≥ 300 tons and < 400 tons		≤ 0.560 FL	≤ 0.595 FL	
			≤ 0.520 IPLV.IP	≤ 0.390 IPLV.IP	
	≥ 400 tons and < 600 tons		≤ 0.560 FL	≤ 0.585 FL	
			≤ 0.500 IPLV.IP	≤ 0.380 IPLV.IP	
	≥ 600 tons		≤ 0.560 FL	≤ 0.585 FL	
			≤ 0.500 IPLV.IP	≤ 0.380 IPLV.IP	
Air cooled absorption, single effect	All capacities	COP (W/W)	≥ 0.600 FL	NA[d]	AHRI 560
Water cooled absorption, single effect	All capacities	COP (W/W)	≥ 0.700 FL	NA[d]	AHRI 560
Absorption double effect, indirect fired	All capacities	COP (W/W)	≥ 1.000 FL	NA[d]	AHRI 560
			≥ 0.150 IPLV.IP		
Absorption double effect, direct fired	All capacities	COP (W/W)	≥ 1.000 FL	NA[d]	AHRI 560
			≥ 1.000 IPLV		

a. Chapter 6 contains a complete specification of the referenced standards, which include test procedures, including the reference year version of the test procedure.
b. The requirements for centrifugal chillers shall be adjusted for nonstandard rating conditions per Section C403.3.2.1 and are applicable only for the range of conditions listed there. The requirements for air-cooled, water-cooled positive displacement and absorption chillers are at standard rating conditions defined in the reference test procedure.
c. Both the full-load and IPLV.IP requirements must be met or exceeded to comply with this standard. When there is a Path B, compliance can be with either Path A or Path B for any application.
d. NA means the requirements are not applicable for Path B, and only Path A can be used for compliance.
e. FL is the full-load performance requirements, and IPLV.IP is for the part-load performance requirements.
f. This table is a replica of ASHRAE 90.1 Table 6.8.1-3 Water-Chilling Packages—Minimum Efficiency Requirements.

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TABLE C403.3.2(4)
ELECTRICALLY OPERATED PACKAGED TERMINAL AIR CONDITIONERS, PACKAGED TERMINAL HEAT PUMPS, SINGLE-PACKAGE VERTICAL AIR CONDITIONERS, SINGLE-PACKAGE VERTICAL HEAT PUMPS, ROOM AIR CONDITIONERS AND ROOM AIR-CONDITIONER HEAT PUMPS—MINIMUM EFFICIENCY REQUIREMENTS[e]

EQUIPMENT TYPE	SIZE CATEGORY (INPUT)	SUBCATEGORY OR RATING CONDITION	MINIMUM EFFICIENCY[d]	TEST PROCEDURE[a]
PTAC (cooling mode) standard size	< 7,000 Btu/h	95°F db/75°F wb outdoor air[c]	11.9 EER	AHRI 310/380
	≥ 7,000 Btu/h and ≤ 15,000 Btu/h		14.0 – (0.300 × Cap/1,000) EER[d]	
	> 15,000 Btu/h		9.5 EER	
PTAC (cooling mode) nonstandard size[a]	< 7,000 Btu/h	95°F db/75°F wb outdoor air[c]	9.4 EER	AHRI 310/380
	≥ 7,000 Btu/h and ≤ 15,000 Btu/h		10.9 – (0.213 × Cap/1,000) EER[d]	
	> 15,000 Btu/h		7.7 EER	
PTHP (cooling mode) standard size	< 7,000 Btu/h	95°F db/75°F wb outdoor air[c]	11.9 EER	AHRI 310/380
	≥ 7,000 Btu/h and ≤ 15,000 Btu/h		14.0 – (0.300 × Cap/1,000) EER[d]	
	> 15,000 Btu/h		9.5 EER	
PTHP (cooling mode) nonstandard size[b]	< 7,000 Btu/h	95°F db/75°F wb outdoor air[c]	9.3 EER	AHRI 310/380
	≥ 7,000 Btu/h and ≤ 15,000 Btu/h		10.8 – (0.213 × Cap/1,000) EER[d]	
	> 15,000 Btu/h		7.6 EER	
PTHP (heating mode) standard size	< 7,000 Btu/h	47°F db/43°F wb outdoor air	3.3 COP_H	AHRI 310/380
	≥ 7,000 Btu/h and ≤ 15,000 Btu/h		3.7 – (0.052 × Cap/1,000) COP_H[d]	
	> 15,000 Btu/h		2.90 COP_H	
PTHP (heating mode) nonstandard size[b]	< 7,000 Btu/h	47°F db/43°F wb outdoor air	2.7 COP_H	AHRI 310/380
	≥ 7,000 Btu/h and ≤ 15,000 Btu/h		2.9 – (0.026 × Cap/1000) COP_H[d]	
	> 15,000 Btu/h		2.5 COP_H	
SPVAC (cooling mode) single and three phase	< 65,000 Btu/h	95°F db/75°F wb outdoor air[c]	11.0 EER	AHRI 390
	≥ 65,000 Btu/h and ≤ 135,000 Btu/h		10.0 EER	
	≥ 135,000 Btu/h and ≤ 240,000 Btu/h		10.0 EER	
SPVHP (cooling mode)	< 65,000 Btu/h	95°F db/75°F wb outdoor air[c]	11.0 EER	AHRI 390
	≥ 65,000 Btu/h and ≤ 135,000 Btu/h		10.0 EER	
	≥ 135,000 Btu/h and ≤ 240,000 Btu/h		10.1 EER	
SPVHP (heating mode)	< 65,000 Btu/h	47°F db/43°F wb outdoor air	3.3 COP_H	AHRI 390
	≥ 65,000 Btu/h and ≤ 135,000 Btu/h		3.0 COP_H	
	≥ 135,000 Btu/h and ≤ 240,000 Btu/h		3.0 COP_H	

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TABLE C403.3.2(4)—continued
ELECTRICALLY OPERATED PACKAGED TERMINAL AIR CONDITIONERS, PACKAGED TERMINAL HEAT PUMPS, SINGLE-PACKAGE VERTICAL AIR CONDITIONERS, SINGLE-PACKAGE VERTICAL HEAT PUMPS, ROOM AIR CONDITIONERS AND ROOM AIR-CONDITIONER HEAT PUMPS—MINIMUM EFFICIENCY REQUIREMENTS[e]

EQUIPMENT TYPE	SIZE CATEGORY (INPUT)	SUBCATEGORY OR RATING CONDITION	MINIMUM EFFICIENCY[d]	TEST PROCEDURE[a]
Room air conditioners without reverse cycle with louvered sides for applications outside US	< 6,000 Btu/h	—	11.0 CEER	ANSI/AHAM RAC-1
	≥ 6,000 Btu/h and < 8,000 Btu/h	—	11.0 CEER	
	≥ 8,000 Btu/h and < 14,000 Btu/h	—	10.9 CEER	
	≥ 14,000 Btu/h and < 20,000 Btu/h	—	10.7 CEER	
	≥ 20,000 Btu/h and < 28,000 Btu/h	—	9.4 CEER	
	≥ 28,000 Btu/h	—	9.0 CEER	
Room air conditioners without louvered sides	< 6,000 Btu/h	—	10.0 CEER	ANSI/AHAM RAC-1
	≥ 6,000 Btu/h and < 8,000 Btu/h	—	10.0 CEER	
	≥ 8,000 Btu/h and < 11,000 Btu/h	—	9.6 CEER	
	≥ 11,000 Btu/h and < 14,000 Btu/h	—	9.5 CEER	
	≥ 14,000 Btu/h and < 20,000 Btu/h	—	9.3 CEER	
	≥ 20,000 Btu/h	—	9.4 CEER	
Room air conditioners with reverse cycle, with louvered sides for applications outside US	< 20,000 Btu/h	—	9.8 CEER	ANSI/AHAM RAC-1
	≥ 20,000 Btu/h	—	9.3 CEER	
Room air conditioners with reverse cycle without louvered sides for applications outside US	< 14,000 Btu/h	—	9.3 CEER	ANSI/AHAM RAC-1
	≥ 14,000 Btu/h	—	8.7 CEER	
Room air conditioners, casement only for applications outside US	All	—	9.5 CEER	ANSI/AHAM RAC-1
Room air conditioners, casement slider for applications outside US	All	—	10.4 CEER	ANSI/AHAM RAC-1

For SI: 1 British thermal unit per hour = 0.2931 W, °C = [(°F) – 32]/1.8, wb = wet bulb, db = dry bulb.

"Cap" = The rated cooling capacity of the project in Btu/h. Where the unit's capacity is less than 7,000 Btu/h, use 7,000 Btu/h in the calculation. Where the unit's capacity is greater than 15,000 Btu/h, use 15,000 Btu/h in the calculations.

a. Chapter 6 contains a complete specification of the referenced standards, which include test procedures, including the reference year version of the test procedure.

b. Nonstandard size units must be factory labeled as follows: "MANUFACTURED FOR NONSTANDARD SIZE APPLICATIONS ONLY; NOT TO BE INSTALLED IN NEW STANDARD PROJECTS." Nonstandard size efficiencies apply only to units being installed in existing sleeves having an external wall opening of less than 16 inches (406 mm) high or less than 42 inches (1067 mm) wide and having a cross-sectional area less than 670 square inches (0.43 m^2).

c. The cooling-mode wet bulb temperature requirement only applies for units that reject condensate to the condenser coil.

d. "Cap" in EER and COPH equations for PTACs and PTHPs means cooling capacity in Btu/h at 95°F outdoor dry-bulb temperature.

e. This table is a replica of ASHRAE 90.1 Table 6.8.1-4 Electrically Operated Packaged Terminal Air Conditioners, Packaged Terminal Heat Pumps, Single-Package Vertical Air Conditioners, Single-Package Vertical Heat Pumps, Room Air Conditioners, and Room Air-Conditioner Heat Pumps—Minimum Efficiency Requirements.

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TABLE C403.3.2(5)
WARM-AIR FURNACES AND COMBINATION WARM-AIR FURNACES/AIR-CONDITIONING UNITS, WARM-AIR DUCT FURNACES AND UNIT HEATERS—MINIMUM EFFICIENCY REQUIREMENTS[g]

EQUIPMENT TYPE	SIZE CATEGORY (INPUT)	SUBCATEGORY OR RATING CONDITION	MINIMUM EFFICIENCY	TEST PROCEDURE[a]
Warm-air furnace, gas fired for application outside the US	< 225,000 Btu/h	Maximum capacity[c]	80% AFUE (nonweatherized) or 81% AFUE (weatherized) or 80% E_t[b, d]	DOE 10 CFR 430 Appendix N or Section 2.39, Thermal Efficiency, ANSI Z21.47
Warm-air furnace, gas fired	< 225,000 Btu/h	Maximum capacity[c]	80% E_t[b, d] before 1/1/2023 81% E_t[d] after 1/1/2023	Section 2.39, Thermal Efficiency, ANSI Z21.47
Warm-air furnace, oil fired for application outside the US	< 225,000 Btu/h	Maximum capacity[c]	83% AFUE (nonweatherized) or 78% AFUE (weatherized) or 80% E_t[b, d]	DOE 10 CFR 430 Appendix N or Section 42, Combustion, UL 727
Warm-air furnace, oil fired	< 225,000 Btu/h	Maximum capacity[c]	80% E_t before 1/1/2023 82% E_t[d] after 1/1/2023	Section 42, Combustion, UL 727
Electric furnaces for applications outside the US	< 225,000 Btu/h	All	96% AFUE	DOE 10 CFR 430 Appendix N
Warm-air duct furnaces, gas fired	All capacities	Maximum capacity[c]	80% E_c[e]	Section 2.10, Efficiency, ANSI Z83.8
Warm-air unit heaters, gas fired	All capacities	Maximum capacity[c]	80% E_c[e, f]	Section 2.10, Efficiency, ANSI Z83.8
Warm-air unit heaters, oil fired	All capacities	Maximum capacity[c]	80% E_c[e, f]	Section 40, Combustion, UL 731

For SI: 1 British thermal unit per hour = 0.2931 W.

a. Chapter 6 contains a complete specification of the referenced standards, which include test procedures, including the reference year version of the test procedure.

b. Combination units (i.e., furnaces contained within the same cabinet as an air conditioner) not covered by DOE 10 CFR 430 (i.e., three-phase power or with cooling capacity greater than or equal to 65,000 Btu/h) may comply with either rating. All other units greater than 225,000 Btu/h sold in the US must meet the AFUE standards for consumer products and test using USDOE's AFUE test procedure at DOE 10 CFR 430, Subpart B, Appendix N.

c. Compliance of multiple firing rate units shall be at the maximum firing rate.

d. E_t = thermal efficiency. Units must also include an interrupted or intermittent ignition device (IID), have jacket losses not exceeding 0.75 percent of the input rating, and have either power venting or a flue damper. A vent damper is an acceptable alternative to a flue damper for those furnaces where combustion air is drawn from the conditioned space.

e. E_c = combustion efficiency (100 percent less flue losses). See test procedure for detailed discussion.

f. Units must also include an interrupted or intermittent ignition device (IID) and have either power venting or an automatic flue damper.

g. This table is a replica of ASHRAE 90.1 Table 6.8.1-5 Warm-Air Furnaces and Combination Warm-Air Furnaces/Air-Conditioning Units, Warm-Air Duct Furnaces, and Unit Heaters—Minimum Efficiency Requirements.

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TABLE C403.3.2(6)
GAS- AND OIL-FIRED BOILERS—MINIMUM EFFICIENCY REQUIREMENTS[i]

EQUIPMENT TYPE[b]	SUBCATEGORY OR RATING CONDITION	SIZE CATEGORY (INPUT)	MINIMUM EFFICIENCY	EFFICIENCY AS OF 3/2/2022	TEST PROCEDURE[a]
Boilers, hot water	Gas fired	< 300,000 Btu/h[g, h] for applications outside US	82% AFUE	82% AFUE	DOE 10 CFR 430 Appendix N
		≥ 300,000 Btu/h and ≤ 2,500,000 Btu/h[e]	80% E_t[d]	80% E_t[d]	DOE 10 CFR 431.86
		> 2,500,000 Btu/h[b]	82% E_c[c]	82% E_c[c]	
	Oil fired[f]	< 300,000 Btu/h[g,h] for applications outside US	84% AFUE	84% AFUE	DOE 10 CFR 430 Appendix N
		≥ 300,000 Btu/h and ≤ 2,500,000 Btu/h[e]	82% E_t[d]	82% E_t[d]	DOE 10 CFR 431.86
		> 2,500,000 Btu/h[b]	84% E_c[c]	84% E_c[c]	
Boilers, steam	Gas fired	< 300,000 Btu/h[g] for applications outside US	80% AFUE	80% AFUE	DOE 10 CFR 430 Appendix N
	Gas fired—all, except natural draft	≥ 300,000 Btu/h and ≤ 2,500,000 Btu/h[e]	79% E_t[d]	79% E_t[d]	DOE 10 CFR 431.86
		> 2,500,000 Btu/h[b]	79% E_t[d]	79% E_t[d]	
	Gas fired—natural draft	≥ 300,000 Btu/h and ≤ 2,500,000 Btu/h[e]	77% E_t[d]	79% E_t[d]	
		> 2,500,000 Btu/h[b]	77% E_t[d]	79% E_t[d]	
	Oil fired[f]	< 300,000 Btu/h[g] for applications outside US	82% AFUE	82% AFUE	DOE 10 CFR 430 Appendix N
		≥ 300,000 Btu/h and ≤ 2,500,000 Btu/h[e]	81% E_t[d]	81% E_t[d]	DOE 10 CFR 431.86
		> 2,500,000 Btu/h[b]	81% E_t[d]	81% E_t[d]	

For SI: 1 British thermal unit per hour = 0.2931 W.

a. Chapter 6 contains a complete specification of the referenced standards, which include test procedures, including the reference year version of the test procedure.

b. These requirements apply to boilers with rated input of 8,000,000 Btu/h or less that are not packaged boilers and to all packaged boilers. Minimum efficiency requirements for boilers cover all capacities of packaged boilers.

c. E_c = Combustion efficiency (100 percent less flue losses).

d. E_t = Thermal efficiency.

e. Maximum capacity—minimum and maximum ratings as provided for and allowed by the unit's controls.

f. Includes oil-fired (residual).

g. Boilers shall not be equipped with a constant burning pilot light.

h. A boiler not equipped with a tankless domestic water-heating coil shall be equipped with an automatic means for adjusting the temperature of the water such that an incremental change in inferred heat load produces a corresponding incremental change in the temperature of the water supplied.

i. This table is a replica of ASHRAE 90.1 Table 6.8.1-6 Gas- and Oil-Fired Boilers—Minimum Efficiency Requirements.

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TABLE C403.3.2(7)
PERFORMANCE REQUIREMENTS FOR HEAT REJECTION EQUIPMENT—MINIMUM EFFICIENCY REQUIREMENTS[i]

EQUIPMENT TYPE	TOTAL SYSTEM HEAT-REJECTION CAPACITY AT RATED CONDITIONS	SUBCATEGORY OR RATING CONDITION[h]	PERFORMANCE REQUIRED[b, c, d, f, g]	TEST PROCEDURE[a, e]
Propeller or axial fan open-circuit cooling towers	All	95°F entering water 85°F leaving water 75°F entering wb	≥ 40.2 gpm/hp	CTI ATC-105 and CTI STD-201 RS
Centrifugal fan open-circuit cooling towers	All	95°F entering water 85°F leaving water 75°F entering wb	≥ 20.0 gpm/hp	CTI ATC-105 and CTI STD-201 RS
Propeller or axial fan closed-circuit cooling towers	All	102°F entering water 90°F leaving water 75°F entering wb	≥ 16.1 gpm/hp	CTI ATC-105S and CTI STD-201 RS
Centrifugal fan closed-circuit cooling towers	All	102°F entering water 90°F leaving water 75°F entering wb	≥ 7.0 gpm/hp	CTI ATC-105S and CTI STD-201 RS
Propeller or axial fan dry coolers (air-cooled fluid coolers)	All	115°F entering water 105°F leaving water 95°F entering wb	≥ 4.5 gpm/hp	CTI ATC-105DS
Propeller or axial fan evaporative condensers	All	R-448A test fluid 165°F entering gas temperature 105°F condensing temperature 75°F entering wb	≥ 160,000 Btu/h × hp	CTI ATC-106
Propeller or axial fan evaporative condensers	All	Ammonia test fluid 140°F entering gas temperature 96.3°F condensing temperature 75°F entering wb	≥ 134,000 Btu/h × hp	CTI ATC-106
Centrifugal fan evaporative condensers	All	R-448A test fluid 165°F entering gas temperature 105°F condensing temperature 75°F entering wb	≥ 137,000 Btu/h × hp	CTI ATC-106
Centrifugal fan evaporative condensers	All	Ammonia test fluid 140°F entering gas temperature 96.3°F condensing temperature 75°F entering wb	≥ 110,000 Btu/h × hp	CTI ATC-106
Air-cooled condensers	All	125°F condensing temperature 190°F entering gas temperature 15°F subcooling 95°F entering db	≥ 176,000 Btu/h × hp	AHRI 460

For SI: °C = [(°F) – 32]/1.8, L/s × kW = (gpm/hp)/(11.83), COP = (Btu/h × hp)/(2550.7), db = dry bulb temperature, wb = wet bulb temperature.

a. Chapter 6 contains a complete specification of the referenced standards, which include test procedures, including the reference year version of the test procedure.

b. For purposes of this table, open-circuit cooling tower performance is defined as the water-flow rating of the tower at the thermal rating condition listed in the table divided by the fan motor nameplate power.

c. For purposes of this table, closed-circuit cooling tower performance is defined as the process water-flow rating of the tower at the thermal rating condition listed in the table divided by the sum of the fan motor nameplate power and the integral spray pump motor nameplate power.

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TABLE C403.3.2(7)—continued
PERFORMANCE REQUIREMENTS FOR HEAT REJECTION EQUIPMENT—MINIMUM EFFICIENCY REQUIREMENTS[i]

d. For purposes of this table, dry-cooler performance is defined as the process water-flow rating of the unit at the thermal rating condition listed in the table divided by the total fan motor nameplate power of the unit, and air-cooled condenser performance is defined as the heat rejected from the refrigerant divided by the total fan motor nameplate power of the unit.
e. The efficiencies and test procedures for both open- and closed-circuit cooling towers are not applicable to hybrid cooling towers that contain a combination of separate wet and dry heat exchange sections. The certification requirements do not apply to field-erected cooling towers.
f. All cooling towers shall comply with the minimum efficiency listed in the table for that specific type of tower with the capacity effect of any project-specific accessories and/or options included in the capacity of the cooling tower.
g. For purposes of this table, evaporative condenser performance is defined as the heat rejected at the specified rating condition in the table, divided by the sum of the fan motor nameplate power and the integral spray pump nameplate power.
h. Requirements for evaporative condensers are listed with ammonia (R-717) and R-448A as test fluids in the table. Evaporative condensers intended for use with halocarbon refrigerants other than R-448A must meet the minimum efficiency requirements listed with R-448A as the test fluid. For ammonia, the condensing temperature is defined as the saturation temperature corresponding to the refrigerant pressure at the condenser entrance. For R-448A, which is a zeotropic refrigerant, the condensing temperature is defined as the arithmetic average of the dew point and the bubble point temperatures corresponding to the refrigerant pressure at the condenser entrance.
i. This table is a replica of ASHRAE 90.1 Table 6.8.1-7 Performance Requirements for Heat Rejection Equipment—Minimum Efficiency Requirements.

TABLE C403.3.2(8)
ELECTRICALLY OPERATED VARIABLE-REFRIGERANT-FLOW AIR CONDITIONERS—MINIMUM EFFICIENCY REQUIREMENTS[b]

EQUIPMENT TYPE	SIZE CATEGORY	HEATING SECTION TYPE	SUBCATEGORY OR RATING CONDITION	MINIMUM EFFICIENCY	TEST PROCEDURE[a]
VRF air conditioners, air cooled	< 65,000 Btu/h	All	VRF multisplit system	13.0 SEER	AHRI 1230
	≥ 65,000 Btu/h and < 135,000 Btu/h	Electric resistance (or none)	VRF multisplit system	11.2 EER 13.1 IEER 15.5 IEER	
	≥ 135,000 Btu/h and < 240,000 Btu/h	Electric resistance (or none)	VRF multisplit system	11.0 EER 12.9 IEER 14.9 IEER	
	≥ 240,000 Btu/h	Electric resistance (or none)	VRF multisplit system	10.0 EER 11.6 IEER 13.9 IEER	

For SI: 1 British thermal unit per hour = 0.2931 W.
a. Chapter 6 contains a complete specification of the referenced standards, which include test procedures, including the reference year version of the test procedure.
b. This table is a replica of ASHRAE 90.1 Table 6.8.1-8 Electrically Operated Variable-Refrigerant-Flow Air Conditioners—Minimum Efficiency Requirements.

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TABLE C403.3.2(9)
ELECTRICALLY OPERATED VARIABLE-REFRIGERANT-FLOW AND APPLIED HEAT PUMPS—MINIMUM EFFICIENCY REQUIREMENTS[b]

EQUIPMENT TYPE	SIZE CATEGORY	HEATING SECTION TYPE	SUBCATEGORY OR RATING CONDITION	MINIMUM EFFICIENCY	TEST PROCEDURE[a]
VRF air cooled (cooling mode)	< 65,000 Btu/h	All	VRF multisplit system	13.0 SEER	AHRI 1230
	≥ 65,000 Btu/h and < 135,000 Btu/h	Electric resistance (or none)	VRF multisplit system	11.0 EER 12.9 IEER 14.6 IEER	
			VRF multisplit system with heat recovery	10.8 EER 12.7 IEER 14.4 IEER	
	≥ 135,000 Btu/h and < 240,000 Btu/h		VRF multisplit system	10.6 EER 12.3 IEER 13.9 IEER	
			VRF multisplit system with heat recovery	10.4 EER 12.1 IEER 13.7 IEER	
	≥ 240,000 Btu/h		VRF multisplit system	9.5 EER 11.0 IEER 12.7 IEER	
			VRF multisplit system with heat recovery	9.3 EER 10.8 IEER 12.5 IEER	
VRF water source (cooling mode)	< 65,000 Btu/h	All	VRF multisplit systems 86°F entering water	12.0 EER 16.0 IEER	AHRI 1230
			VRF multisplit systems with heat recovery 86°F entering water	11.8 EER 15.8 IEER	
	≥ 65,000 Btu/h and < 135,000 Btu/h		VRF multisplit system 86°F entering water	12.0 EER 16.0 IEER	
			VRF multisplit system with heat recovery 86°F entering water	11.8 EER 15.8 IEER	
	≥ 135,000 Btu/h and < 240,000 Btu/h		VRF multisplit system 86°F entering water	10.0 EER 14.0 IEER	
			VRF multisplit system with heat recovery 86°F entering water	9.8 EER 13.8 IEER	
	≥ 240,000 Btu/h		VRF multisplit system 86°F entering water	10.0 EER 12.0 IEER	
			VRF multisplit system with heat recovery 86°F entering water	9.8 EER 11.8 IEER	
VRF groundwater source (cooling mode)	< 135,000 Btu/h	All	VRF multisplit system 59°F entering water	16.2 EER	AHRI 1230
			VRF multisplit system with heat recovery 59°F entering water	16.0 EER	
	≥ 135,000 Btu/h		VRF multisplit system 59°F entering water	13.8 EER	
			VRF multisplit system with heat recovery 59°F entering water	13.6 EER	

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TABLE C403.3.2(9)—continued
ELECTRICALLY OPERATED VARIABLE-REFRIGERANT-FLOW AND APPLIED HEAT PUMPS—MINIMUM EFFICIENCY REQUIREMENTS[b]

EQUIPMENT TYPE	SIZE CATEGORY	HEATING SECTION TYPE	SUBCATEGORY OR RATING CONDITION	MINIMUM EFFICIENCY	TEST PROCEDURE[a]
VRF ground source (cooling mode)	< 135,000 Btu/h	All	VRF multisplit system 77°F entering water	13.4 EER	AHRI 1230
			VRF multisplit system with heat recovery 77°F entering water	13.2 EER	
	≥ 135,000 Btu/h		VRF multisplit system 77°F entering water	11.0 EER	
			VRF multisplit system with heat recovery 77°F entering water	10.8 EER	
VRF air cooled (heating mode)	< 65,000 Btu/h (cooling capacity)		VRF multisplit system	7.7 HSPF	AHRI 1230
	≥ 65,000 Btu/h and < 135,000 Btu/h (cooling capacity)		VRF multisplit system 47°F db/43°F wb outdoor air	3.3 COP_H	
			17°F db/15°F wb outdoor air	2.25 COP_H	
	≥ 135,000 Btu/h (cooling capacity)		VRF multisplit system 47°F db/43°F wb outdoor air	3.2 COP_H	
			17°F db/15°F wb outdoor air	2.05 COP_H	
VRF water source (heating mode)	< 65,000 Btu/h (cooling capacity)		VRF multisplit system 68°F entering water	4.2 COP_H 4.3 COP_H	AHRI 1230
	≥ 65,000 Btu/h and < 135,000 Btu/h (cooling capacity)		VRF multisplit system 68°F entering water	4.2 COP_H 4.3 COP_H	
	≥ 135,000 Btu/h and < 240,000 Btu/h (cooling capacity)		VRF multisplit system 68°F entering water	3.9 COP_H 4.0 COP_H	
	≥ 240,000 Btu/h (cooling capacity)		VRF multisplit system 68°F entering water	3.9 COP_H	
VRF groundwater source (heating mode)	< 135,000 Btu/h (cooling capacity)		VRF multisplit system 50°F entering water	3.6 COP_H	AHRI 1230
	≥ 135,000 Btu/h (cooling capacity)		VRF multisplit system 50°F entering water	3.3 COP_H	
VRF ground source (heating mode)	< 135,000 Btu/h (cooling capacity)		VRF multisplit system 32°F entering water	3.1 COP_H	AHRI 1230
	≥ 135,000 Btu/h (cooling capacity)		VRF multisplit system 32°F entering water	2.8 COP_H	

For SI: °C = [(°F) – 32]/1.8, 1 British thermal unit per hour = 0.2931 W, db = dry bulb temperature, wb = wet bulb temperature.

a. Chapter 6 contains a complete specification of the referenced standards, which include test procedures, including the reference year version of the test procedure.

b. This table is a replica of ASHRAE 90.1 Table 6.8.1-9 Electrically Operated Variable-Refrigerant-Flow and Applied Heat Pumps—Minimum Efficiency Requirements.

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TABLE C403.3.2(10)
FLOOR-MOUNTED AIR CONDITIONERS AND CONDENSING UNITS SERVING COMPUTER ROOMS—MINIMUM EFFICIENCY REQUIREMENTS[b]

EQUIPMENT TYPE	STANDARD MODEL	NET SENSIBLE COOLING CAPACITY	MINIMUM NET SENSIBLE COP	RATING CONDITIONS RETURN AIR (dry bulb/dew point)	TEST PROCEDURE[a]
Air cooled	Downflow	< 80,000 Btu/h	2.70	85°F/52°F (Class 2)	AHRI 1360
		≥ 80,000 Btu/h and < 295,000 Btu/h	2.58		
		≥ 295,000 Btu/h	2.36		
	Upflow—ducted	< 80,000 Btu/h	2.67		
		≥ 80,000 Btu/h and < 295,000 Btu/h	2.55		
		≥ 295,000 Btu/h	2.33		
	Upflow—nonducted	< 65,000 Btu/h	2.16	75°F/52°F (Class 1)	
		≥ 65,000 Btu/h and < 240,000 Btu/h	2.04		
		≥ 240,000 Btu/h	1.89		
	Horizontal	< 65,000 Btu/h	2.65	95°F/52°F (Class 3)	
		≥ 65,000 Btu/h and < 240,000 Btu/h	2.55		
		≥ 240,000 Btu/h	2.47		
Air cooled with fluid economizer	Downflow	< 80,000 Btu/h	2.70	85°F/52°F (Class 1)	AHRI 1360
		≥ 80,000 Btu/h and < 295,000 Btu/h	2.58		
		≥ 295,000 Btu/h	2.36		
	Upflow—ducted	< 80,000 Btu/h	2.67		
		≥ 80,000 Btu/h and < 295,000 Btu/h	2.55		
		≥ 295,000 Btu/h	2.33		
	Upflow—nonducted	< 65,000 Btu/h	2.09	75°F/52°F (Class 1)	
		≥ 65,000 Btu/h and < 240,000 Btu/h	1.99		
		≥ 240,000 Btu/h	1.81		
	Horizontal	< 65,000 Btu/h	2.65	95°F/52°F (Class 3)	
		≥ 65,000 Btu/h and < 240,000 Btu/h	2.55		
		≥ 240,000 Btu/h	2.47		
Water cooled	Downflow	< 80,000 Btu/h	2.82	85°F/52°F (Class 1)	AHRI 1360
		≥ 80,000 Btu/h and < 295,000 Btu/h	2.73		
		≥ 295,000 Btu/h	2.67		
	Upflow—ducted	< 80,000 Btu/h	2.79		
		≥ 80,000 Btu/h and < 295,000 Btu/h	2.70		
		≥ 295,000 Btu/h	2.64		
	Upflow—nonducted	< 65,000 Btu/h	2.43	75°F/52°F (Class 1)	
		≥ 65,000 Btu/h and < 240,000 Btu/h	2.32		
		≥ 240,000 Btu/h	2.20		
	Horizontal	< 65,000 Btu/h	2.79	95°F/52°F (Class 3)	
		≥ 65,000 Btu/h and < 240,000 Btu/h	2.68		
		≥ 240,000 Btu/h	2.60		

(continued)

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TABLE C403.3.2(10)—continued
FLOOR-MOUNTED AIR CONDITIONERS AND CONDENSING UNITS SERVING COMPUTER ROOMS—MINIMUM EFFICIENCY REQUIREMENTS[b]

EQUIPMENT TYPE	STANDARD MODEL	NET SENSIBLE COOLING CAPACITY	MINIMUM NET SENSIBLE COP	RATING CONDITIONS RETURN AIR (dry bulb/dew point)	TEST PROCEDURE[a]
Water cooled with fluid economizer	Downflow	< 80,000 Btu/h	2.77	85°F/52°F (Class 1)	AHRI 1360
		≥ 80,000 Btu/h and < 295,000 Btu/h	2.68		
		≥ 295,000 Btu/h	2.61		
	Upflow—ducted	< 80,000 Btu/h	2.74		
		≥ 80,000 Btu/h and < 295,000 Btu/h	2.65		
		≥ 295,000 Btu/h	2.58		
	Upflow—nonducted	< 65,000 Btu/h	2.35	75°F/52°F (Class 1)	
		≥ 65,000 Btu/h and < 240,000 Btu/h	2.24		
		≥ 240,000 Btu/h	2.12		
	Horizontal	< 65,000 Btu/h	2.71	95°F/52°F (Class 3)	
		≥ 65,000 Btu/h and < 240,000 Btu/h	2.60		
		≥ 240,000 Btu/h	2.54		
Glycol cooled	Downflow	< 80,000 Btu/h	2.56	85°F/52°F (Class 1)	AHRI 1360
		≥ 80,000 Btu/h and < 295,000 Btu/h	2.24		
		≥ 295,000 Btu/h	2.21		
	Upflow—ducted	< 80,000 Btu/h	2.53		
		≥ 80,000 Btu/h and < 295,000 Btu/h	2.21		
		≥ 295,000 Btu/h	2.18		
	Upflow, nonducted	< 65,000 Btu/h	2.08	75°F/52°F (Class 1)	
		≥ 65,000 Btu/h and < 240,000 Btu/h	1.90		
		≥ 240,000 Btu/h	1.81		
	Horizontal	< 65,000 Btu/h	2.48	95°F/52°F (Class 3)	
		≥ 65,000 Btu/h and < 240,000 Btu/h	2.18		
		≥ 240,000 Btu/h	2.18		
Glycol cooled with fluid economizer	Downflow	< 80,000 Btu/h	2.51	85°F/52°F (Class 1)	AHRI 1360
		≥ 80,000 Btu/h and < 295,000 Btu/h	2.19		
		≥ 295,000 Btu/h	2.15		
	Upflow—ducted	< 80,000 Btu/h	2.48		
		≥ 80,000 Btu/h and < 295,000 Btu/h	2.16		
		≥ 295,000 Btu/h	2.12		
	Upflow—nonducted	< 65,000 Btu/h	2.00	75°F/52°F (Class 1)	
		≥ 65,000 Btu/h and < 240,000 Btu/h	1.82		
		≥ 240,000 Btu/h	1.73		
	Horizontal	< 65,000 Btu/h	2.44	95°F/52°F (Class 3)	
		≥ 65,000 Btu/h and < 240,000 Btu/h	2.10		
		≥ 240,000 Btu/h	2.10		

For SI: 1 British thermal unit per hour = 0.2931 W, °C = [(°F) – 32]/1.8, COP = (Btu/h × hp)/(2,550.7).

a. Chapter 6 contains a complete specification of the referenced standards, which include test procedures, including the reference year version of the test procedure.

b. This table is a replica of ASHRAE 90.1 Table 6.8.1-10 Floor-Mounted Air Conditioners and Condensing Units Serving Computer Rooms—Minimum Efficiency Requirements.

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TABLE C403.3.2(11)
VAPOR-COMPRESSION-BASED INDOOR POOL DEHUMIDIFIERS—MINIMUM EFFICIENCY REQUIREMENTS[b]

EQUIPMENT TYPE	SUBCATEGORY OR RATING CONDITION	MINIMUM EFFICIENCY	TEST PROCEDURE[a]
Single package indoor (with or without economizer)	Rating Conditions: A or C	3.5 MRE	AHRI 910
Single package indoor water cooled (with or without economizer)	Rating Conditions: A, B or C	3.5 MRE	
Single package indoor air cooled (with or without economizer)	Rating Conditions: A, B or C	3.5 MRE	
Split system indoor air cooled (with or without economizer)	Rating Conditions: A, B or C	3.5 MRE	

a. Chapter 6 contains a complete specification of the referenced standards, which include test procedures, including the reference year version of the test procedure.
b. This table is a replica of ASHRAE 90.1 Table 6.8.1-12 Vapor-Compression-Based Indoor Pool Dehumidifiers—Minimum Efficiency Requirements.

TABLE C403.3.2(12)
ELECTRICALLY OPERATED DX-DOAS UNITS, SINGLE-PACKAGE AND REMOTE CONDENSER, WITHOUT ENERGY RECOVERY—MINIMUM EFFICIENCY REQUIREMENTS[b]

EQUIPMENT TYPE	SUBCATEGORY OR RATING CONDITION	MINIMUM EFFICIENCY	TEST PROCEDURE[a]
Air cooled (dehumidification mode)	—	4.0 ISMRE	AHRI 920
Air-source heat pumps (dehumidification mode)	—	4.0 ISMRE	AHRI 920
Water cooled (dehumidification mode)	Cooling tower condenser water	4.9 ISMRE	AHRI 920
	Chilled water	6.0 ISMRE	
Air-source heat pump (heating mode)	—	2.7 ISCOP	AHRI 920
Water-source heat pump (dehumidification mode)	Ground source, closed loop	4.8 ISMRE	AHRI 920
	Ground-water source	5.0 ISMRE	
	Water source	4.0 ISMRE	
Water-source heat pump (heating mode)	Ground source, closed loop	2.0 ISCOP	AHRI 920
	Ground-water source	3.2 ISCOP	
	Water source	3.5 ISCOP	

a. Chapter 6 contains a complete specification of the referenced standards, which include test procedures, including the reference year version of the test procedure.
b. This table is a replica of ASHRAE 90.1 Table 6.8.1-13 Electrically Operated DX-DOAS Units, Single-Package and Remote Condenser, without Energy Recovery—Minimum Efficiency Requirements.

TABLE C403.3.2(13)
ELECTRICALLY OPERATED DX-DOAS UNITS, SINGLE-PACKAGE AND REMOTE CONDENSER, WITH ENERGY RECOVERY—MINIMUM EFFICIENCY REQUIREMENTS[b]

EQUIPMENT TYPE	SUBCATEGORY OR RATING CONDITION	MINIMUM EFFICIENCY	TEST PROCEDURE[a]
Air cooled (dehumidification mode)	—	5.2 ISMRE	AHRI 920
Air-source heat pumps (dehumidification mode)	—	5.2 ISMRE	AHRI 920
Water cooled (dehumidification mode)	Cooling tower condenser water	5.3 ISMRE	AHRI 920
	Chilled water	6.6 ISMRE	
Air-source heat pump (heating mode)	—	3.3 ISCOP	AHRI 920
Water-source heat pump (dehumidification mode)	Ground source, closed loop	5.2 ISMRE	AHRI 920
	Ground-water source	5.8 ISMRE	
	Water source	4.8 ISMRE	
Water-source heat pump (heating mode)	Ground source, closed loop	3.8 ISCOP	AHRI 920
	Ground-water source	4.0 ISCOP	
	Water source	4.8 ISCOP	

a. Chapter 6 contains a complete specification of the referenced standards, which include test procedures, including the reference year version of the test procedure.
b. This table is a replica of ASHRAE 90.1 Table 6.8.1-14 Electrically Operated DX-DOAS Units, Single-Package and Remote Condenser, with Energy Recovery—Minimum Efficiency Requirements.

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TABLE C403.3.2(14)
ELECTRICALLY OPERATED WATER-SOURCE HEAT PUMPS—MINIMUM EFFICIENCY REQUIREMENTS[c]

EQUIPMENT TYPE	SIZE CATEGORY[b]	HEATING SECTION TYPE	SUBCATEGORY OR RATING CONDITION	MINIMUM EFFICIENCY	TEST PROCEDURE[a]
Water-to-air, water loop (cooling mode)	< 17,000 Btu/h	All	86°F entering water	12.2 EER	ISO 13256-1
	≥ 17,000 Btu/h and < 65,000 Btu/h			13.0 EER	
	≥ 65,000 Btu/h and < 135,000 Btu/h			13.0 EER	
Water-to-air, ground water (cooling mode)	< 135,000 Btu/h	All	59°F entering water	18.0 EER	ISO 13256-1
Brine-to-air, ground loop (cooling mode)	< 135,000 Btu/h	All	77°F entering water	14.1 EER	ISO 13256-1
Water-to-water, water loop (cooling mode)	< 135,000 Btu/h	All	86°F entering water	10.6 EER	ISO 13256-2
Water-to-water, ground water (cooling mode)	< 135,000 Btu/h	All	59°F entering water	16.3 EER	ISO 13256-2
Brine-to-water, ground loop (cooling mode)	< 135,000 Btu/h	All	77°F entering water	12.1 EER	ISO 13256-2
Water-to-water, water loop (heating mode)	< 135,000 Btu/h (cooling capacity)	—	68°F entering water	4.3 COP_H	ISO 13256-1
Water-to-air, ground water (heating mode)	< 135,000 Btu/h (cooling capacity)	—	50°F entering water	3.7 COP_H	ISO 13256-1
Brine-to-air, ground loop (heating mode)	< 135,000 Btu/h (cooling capacity)	—	32°F entering water	3.2 COP_H	ISO 13256-1
Water-to-water, water loop (heating mode)	< 135,000 Btu/h (cooling capacity)	—	68°F entering water	3.7 COP_H	ISO 13256-1
Water-to-water, ground water (heating mode)	< 135,000 Btu/h (cooling capacity)	—	50°F entering water	3.1 COP_H	ISO 13256-2
Brine-to-water, ground loop (heating mode)	< 135,000 Btu/h (cooling capacity)	—	32°F entering water	2.5 COP_H	ISO 13256-2

For SI: 1 British thermal unit per hour = 0.2931 W, °C = [(°F) – 32]/1.8.

a. Chapter 6 contains a complete specification of the referenced standards, which include test procedures, including the reference year version of the test procedure.

b. Single-phase, US air-cooled heat pumps less than 19 kW are regulated as consumer products by DOE 10 CFR 430. SCOPC, SCOP2C, SCOPH and SCOP2H values for single-phase products are set by the USDOE.

c. This table is a replica of ASHRAE 90.1 Table 6.8.1-15 Electrically Operated Water-Source Heat Pumps—Minimum Efficiency Requirements.

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TABLE C403.3.2(15)
HEAT-PUMP AND HEAT RECOVERY CHILLER PACKAGES—MINIMUM EFFICIENCY REQUIREMENTS[g]

HEATING OPERATION													
EQUIPMENT TYPE	SIZE CATEGORY, ton_R	COOLING-ONLY OPERATION COOLING EFFICIENCY[c] AIR-SOURCE EER (FL/IPLV), Btu/W × h WATER-SOURCE POWER INPUT PER CAPACITY (FL/IPLV), kW/ton_R		HEATING SOURCE CONDITIONS (entering/ leaving water) OR OAT (db/wb), °F	HEAT-PUMP HEATING FULL-LOAD EFFICIENCY (COP_H)[b], W/W				HEAT RECOVERY CHILLER FULL-LOAD EFFICIENCY (COP_{HR})[c,d], W/W SIMULTANEOUS COOLING AND HEATING FULL-LOAD EFFICIENCY (COP_{SHC})[c], W/W				Test Procedure[a]
					Leaving Heating Water Temperature				Leaving Heating Water Temperature				
					Low	Medium	High	Boost	Low	Medium	High	Boost	
		Path A	Path B		105°F	120°F	140°F	140°F	105°F	120°F	140°F	140°F	
Air source	All sizes	≥ 9.595 FL ≥ 13.02 IPLV.IP	≥ 9.215 FL ≥ 15.01 IPLV.IP	47 db 43 wb[e]	≥ 3.290	≥ 2.770	≥ 2.310	NA	NA	NA	NA	NA	AHRI 550/590
		≥ 9.595 FL ≥ 13.30 IPLV.IP	≥ 9.215 FL ≥ 15.30 IPLV.IP	17 db 15 wb[e]	≥ 2.230	≥ 1.950	≥ 1.630	NA	NA	NA	NA	NA	
Water-source electrically operated positive displacement	< 75	≤ 0.7885 FL ≤ 0.6316 IPLV.IP	≤ 0.7875 FL ≤ 0.5145 IPLV.IP	54/44[f]	≥ 4.640	≥ 3.680	≥ 2.680	NA	≥ 8.330	≥ 6.410	≥ 4.420	NA	AHRI 550/590
				75/65[f]	NA	NA	NA	≥ 3.550	NA	NA	NA	6.150	
	≥ 75 and < 150	≤ 0.7579 FL ≤ 0.5895 IPLV.IP	≤ 0.7140 FL ≤ 0.4620 IPLV.IP	54/44[f]	≥ 4.640	≥ 3.680	≥ 2.680	NA	≥ 8.330	≥ 6.410	≥ 4.420	NA	
				75/65[f]	NA	NA	NA	≥ 3.550	NA	NA	NA	6.150	
	≥ 150 and < 300	≤ 0.6947 FL ≤ 0.5684 IPLV.IP	≤ 0.7140 FL ≤ 0.4620 IPLV.IP	54/44[f]	≥ 4.640	≥ 3.680	≥ 2.680	NA	≥ 8.330	≥ 6.410	≥ 4.420	NA	
				75/65[f]	NA	NA	NA	≥ 3.550	NA	NA	NA	6.150	
	≥ 300 and < 600	≤ 0.6421 FL ≤ 0.5474 IPLV.IP	≤ 0.6563 FL ≤ 0.4305 IPLV.IP	54/44[f]	≥ 4.930	≥ 3.960	≥ 2.970	NA	≥ 8.900	≥ 6.980	≥ 5.000	NA	
				75/65[f]	NA	NA	NA	≥ 3.900	NA	NA	NA	6.850	
	≥ 600	≤ 0.5895 FL ≤ 0.5263 IPLV.IP	≤ 0.6143 FL ≤ 0.3990 IPLV.IP	54/44[f]	≥ 4.930	≥ 3.960	≥ 2.970	NA	≥ 8.900	≥ 6.980	≥ 5.000	NA	
				75/65[f]	NA	NA	NA	≥ 3.900	NA	NA	NA	6.850	
Water-source electrically operated centrifugal	< 75	≤ 0.6421 FL ≤ 0.5789 IPLV.IP	≤ 0.7316 FL ≤ 0.4632 IPLV.IP	54/44[f]	≥ 4.640	≥ 3.680	≥ 2.680	NA	≥ 8.330	≥ 6.410	≥ 4.420	NA	AHRI 550/590
				75/65[f]	NA	NA	NA	≥ 3.550	NA	NA	NA	≥ 6.150	
	≥ 75 and < 150	≤ 0.5895 FL ≤ 0.5474 IPLV.IP	≤ 0.6684 FL ≤ 0.4211 IPLV.IP	54/44[f]	≥ 4.640	≥ 3.680	≥ 2.680	NA	≥ 8.330	≥ 6.410	≥ 4.420	NA	
				75/65[f]	NA	NA	NA	≥ 3.550	NA	NA	NA	≥ 6.150	
	≥ 150 and < 300	≤ 0.5895 FL ≤ 0.5263 IPLV.IP	≤ 0.6263 FL ≤ 0.4105 IPLV.IP	54/44[f]	≥ 4.640	≥ 3.680	≥ 2.680	NA	≥ 8.330	≥ 6.410	≥ 4.420	NA	
				75/65[f]	NA	NA	NA	≥ 3.550	NA	NA	NA	≥ 6.150	
	≥ 300 and < 600	≤ 0.5895 FL ≤ 0.5263 IPLV.IP	≤ 0.6158 FL ≤ 0.4000 IPLV.IP	54/44[f]	≥ 4.930	≥ 3.960	≥ 2.970	NA	≥ 8.900	≥ 6.980	≥ 5.000	NA	
				75/65[f]	NA	NA	NA	≥ 3.900	NA	NA	NA	≥ 6.850	
	≥ 600	≤ 0.5895 FL ≤ 0.5263 IPLV.IP	≤ 0.6158 FL ≤ 0.4000 IPLV.IP	54/44[f]	≥ 4.930	≥ 3.960	≥ 2.970	NA	≥ 8.900	≥ 6.980	≥ 5.000	NA	
				75/65[f]	NA	NA	NA	≥ 3.900	NA	NA	NA	≥ 6.850	

For SI: °C = [(°F) – 32]/1.8.

a. Chapter 6 contains a complete specification of the referenced standards, which include test procedures, including the reference year version of the test procedure.

b. Cooling-only rating conditions are standard rating conditions defined in AHRI 550/590, Table 1.

c. Heating full-load rating conditions are at rating conditions defined in AHRI 550/590, Table 1.

d. For water-cooled heat recovery chillers that have capabilities for heat rejection to a heat recovery condenser and a tower condenser, the COP_{HR} applies to operation at full load with 100 percent heat recovery (no tower rejection). Units that only have capabilities for partial heat recovery shall meet the requirements of Table C403.3.2(3).

e. Outdoor air entering dry-bulb (db) temperature and wet-bulb (wb) temperature.

f. Source-water entering and leaving water temperature.

g. This table is a replica of ASHRAE 90.1 Table 6.8.1-16 Heat-Pump and Heat Recovery Chiller Packages—Minimum Efficiency Requirements.

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TABLE C403.3.2(16)
CEILING-MOUNTED COMPUTER-ROOM AIR CONDITIONERS—MINIMUM EFFICIENCY REQUIREMENTS[b]

EQUIPMENT TYPE	STANDARD MODEL	NET SENSIBLE COOLING CAPACITY	MINIMUM NET SENSIBLE COP	RATING CONDITIONS RETURN AIR (dry bulb/dew point)	TEST PROCEDURE[a]
Air cooled with free air discharge condenser	Ducted	< 29,000 Btu/h	2.05	75°F/52°F (Class 1)	AHRI 1360
		≥ 29,000 Btu/h and < 65,000 Btu/h	2.02		
		≥ 65,000 Btu/h	1.92		
	Nonducted	< 29,000 Btu/h	2.08		
		≥ 29,000 Btu/h and < 65,000 Btu/h	2.05		
		≥ 65,000 Btu/h	1.94		
Air cooled with free air discharge condenser with fluid economizer	Ducted	< 29,000 Btu/h	2.01	75°F/52°F (Class 1)	AHRI 1360
		≥ 29,000 Btu/h and < 65,000 Btu/h	1.97		
		≥ 65,000 Btu/h	1.87		
	Nonducted	< 29,000 Btu/h	2.04		
		≥ 29,000 Btu/h and < 65,000 Btu/h	2.00		
		≥ 65,000 Btu/h	1.89		
Air cooled with ducted condenser	Ducted	< 29,000 Btu/h	1.86	75°F/52°F (Class 1)	AHRI 1360
		≥ 29,000 Btu/h and < 65,000 Btu/h	1.83		
		≥ 65,000 Btu/h	1.73		
	Nonducted	< 29,000 Btu/h	1.89		
		≥ 29,000 Btu/h and < 65,000 Btu/h	1.86		
		≥ 65,000 Btu/h	1.75		
Air cooled with fluid economizer and ducted condenser	Ducted	< 29,000 Btu/h	1.82	75°F/52°F (Class 1)	AHRI 1360
		≥ 29,000 Btu/h and < 65,000 Btu/h	1.78		
		≥ 65,000 Btu/h	1.68		
	Nonducted	< 29,000 Btu/h	1.85		
		≥ 29,000 Btu/h and < 65,000 Btu/h	1.81		
		≥ 65,000 Btu/h	1.70		
Water cooled	Ducted	< 29,000 Btu/h	2.38	75°F/52°F (Class 1)	AHRI 1360
		≥ 29,000 Btu/h and < 65,000 Btu/h	2.28		
		≥ 65,000 Btu/h	2.18		
	Nonducted	< 29,000 Btu/h	2.41		
		≥ 29,000 Btu/h and < 65,000 Btu/h	2.31		
		≥ 65,000 Btu/h	2.20		

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TABLE C403.3.2(16)—continued
CEILING-MOUNTED COMPUTER-ROOM AIR CONDITIONERS—MINIMUM EFFICIENCY REQUIREMENTS[b]

EQUIPMENT TYPE	STANDARD MODEL	NET SENSIBLE COOLING CAPACITY	MINIMUM NET SENSIBLE COP	RATING CONDITIONS RETURN AIR (dry bulb/dew point)	TEST PROCEDURE[a]
Water cooled with fluid economizer	Ducted	< 29,000 Btu/h	2.33	75°F/52°F (Class 1)	AHRI 1360
		≥ 29,000 Btu/h and < 65,000 Btu/h	2.23		
		≥ 65,000 Btu/h	2.13		
	Nonducted	< 29,000 Btu/h	2.36		
		≥ 29,000 Btu/h and < 65,000 Btu/h	2.26		
		≥ 65,000 Btu/h	2.16		
Glycol cooled	Ducted	< 29,000 Btu/h	1.97	75°F/52°F (Class 1)	AHRI 1360
		≥ 29,000 Btu/h and < 65,000 Btu/h	1.93		
		≥ 65,000 Btu/h	1.78		
	Nonducted	< 29,000 Btu/h	2.00		
		≥ 29,000 Btu/h and < 65,000 Btu/h	1.98		
		≥ 65,000 Btu/h	1.81		
Glycol cooled with fluid economizer	Ducted	< 29,000 Btu/h	1.92	75°F/52°F (Class 1)	AHRI 1360
		≥ 29,000 Btu/h and < 65,000 Btu/h	1.88		
		≥ 65,000 Btu/h	1.73		
	Nonducted	< 29,000 Btu/h	1.95		
		≥ 29,000 Btu/h and < 65,000 Btu/h	1.93		
		≥ 65,000 Btu/h	1.76		

For SI: 1 British thermal unit per hour = 0.2931 W, °C = [(°F) – 32]/1.8, COP = (Btu/h × hp)/(2,550.7).

a. Chapter 6 contains a complete specification of the referenced standards, which include test procedures, including the reference year version of the test procedure.

b. This is a replica of ASHRAE 90.1 Table 6.8.1-17 Ceiling-Mounted Computer-Room Air Conditioners—Minimum Efficiency Requirements.

TABLE C403.3.3
MAXIMUM HOT GAS BYPASS CAPACITY

RATED CAPACITY	MAXIMUM HOT GAS BYPASS CAPACITY (% of total capacity)
≤ 240,000 Btu/h	50
> 240,000 Btu/h	25

For SI: 1 British thermal unit per hour = 0.2931 W.

C403.3.4 Boiler turndown. *Boiler systems* with design input of greater than 1,000,000 Btu/h (293 kW) shall comply with the turndown ratio specified in Table C403.3.4.

The system turndown requirement shall be met through the use of multiple single-input boilers, one or more *modulating boilers* or a combination of single-input and *modulating boilers*.

TABLE C403.3.4
BOILER TURNDOWN

BOILER SYSTEM DESIGN INPUT (Btu/h)	MINIMUM TURNDOWN RATIO
≥ 1,000,000 and ≤ 5,000,000	3 to 1
> 5,000,000 and ≤ 10,000,000	4 to 1
> 10,000,000	5 to 1

For SI: 1 British thermal unit per hour = 0.2931 W.

C403.4 Heating and cooling system controls. Each heating and cooling system shall be provided with controls in accordance with Sections C403.4.1 through C403.4.5.

C403.4.1 Thermostatic controls. The supply of heating and cooling energy to each *zone* shall be controlled by individual thermostatic controls capable of responding to temperature within the *zone*. Where humidification or dehumidification or both is provided, not fewer than one

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humidity control device shall be provided for each humidity control system.

Exception: Independent perimeter systems that are designed to offset only building envelope heat losses, gains or both serving one or more perimeter *zones* also served by an interior system provided that both of the following conditions are met:

1. The perimeter system includes not fewer than one thermostatic control *zone* for each building exposure having exterior walls facing only one orientation (within ±45 degrees) (0.8 rad) for more than 50 contiguous feet (15 240 mm).
2. The perimeter system heating and cooling supply is controlled by thermostats located within the *zones* served by the system.

C403.4.1.1 Heat pump supplementary heat. Heat pumps having supplementary electric resistance heat shall have controls that limit supplemental heat operation to only those times when one of the following applies:

1. The vapor compression cycle cannot provide the necessary heating energy to satisfy the thermostat setting.
2. The heat pump is operating in defrost mode.
3. The vapor compression cycle malfunctions.
4. The thermostat malfunctions.

C403.4.1.2 Deadband. Where used to control both heating and cooling, *zone* thermostatic controls shall be configured to provide a temperature range or deadband of not less than 5°F (2.8°C) within which the supply of heating and cooling energy to the *zone* is shut off or reduced to a minimum.

Exceptions:

1. Thermostats requiring manual changeover between heating and cooling modes.
2. Occupancies or applications requiring precision in indoor temperature control as *approved* by the *code official*.

C403.4.1.3 Setpoint overlap restriction. Where a *zone* has a separate heating and a separate cooling thermostatic control located within the *zone*, a limit switch, mechanical stop or direct digital control system with software programming shall be configured to prevent the heating setpoint from exceeding the cooling setpoint and to maintain a deadband in accordance with Section C403.4.1.2.

C403.4.1.4 Heated or cooled vestibules. The heating system for heated vestibules and air curtains with integral heating shall be provided with controls configured to shut off the source of heating when the outdoor air temperature is greater than 45°F (7°C). Vestibule heating and cooling systems shall be controlled by a thermostat located in the vestibule configured to limit heating to a temperature not greater than 60°F (16°C) and cooling to a temperature not less than 85°F (29°C).

Exception: Control of heating or cooling provided by site-recovered energy or transfer air that would otherwise be exhausted.

C403.4.1.5 Hot water boiler outdoor temperature setback control. Hot water boilers that supply heat to the building through one- or two-pipe heating systems shall have an outdoor setback control that lowers the boiler water temperature based on the outdoor temperature.

C403.4.2 Off-hour controls. Each *zone* shall be provided with thermostatic setback controls that are controlled by either an automatic time clock or programmable control system.

Exceptions:

1. *Zones* that will be operated continuously.
2. *Zones* with a full HVAC load demand not exceeding 6,800 Btu/h (2 kW) and having a manual shutoff switch located with *ready access*.

C403.4.2.1 Thermostatic setback. Thermostatic setback controls shall be configured to set back or temporarily operate the system to maintain zone temperatures down to 55°F (13°C) or up to 85°F (29°C).

C403.4.2.2 Automatic setback and shutdown. Automatic time clock or programmable controls shall be capable of starting and stopping the system for seven different daily schedules per week and retaining their programming and time setting during a loss of power for not fewer than 10 hours. Additionally, the controls shall have a manual override that allows temporary operation of the system for up to 2 hours; a manually operated timer configured to operate the system for up to 2 hours; or an occupancy sensor.

C403.4.2.3 Automatic start and stop. Automatic start and stop controls shall be provided for each HVAC system. The automatic start controls shall be configured to automatically adjust the daily start time of the HVAC system in order to bring each space to the desired occupied temperature immediately prior to scheduled occupancy. Automatic stop controls shall be provided for each HVAC system with direct digital control of individual *zones*. The automatic stop controls shall be configured to reduce the HVAC system's heating temperature setpoint and increase the cooling temperature setpoint by not less than 2°F (1.11ºC) before scheduled unoccupied periods based on the thermal lag and acceptable drift in space temperature that is within comfort limits.

C403.4.3 Hydronic systems controls. The heating of fluids that have been previously mechanically cooled and the cooling of fluids that have been previously mechani-

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cally heated shall be limited in accordance with Sections C403.4.3.1 through C403.4.3.3. Hydronic heating systems comprised of multiple-packaged boilers and designed to deliver conditioned water or steam into a common distribution system shall include automatic controls configured to sequence operation of the boilers. Hydronic heating systems composed of a single boiler and greater than 500,000 Btu/h (146.5 kW) input design capacity shall include either a multistaged or modulating burner.

C403.4.3.1 Three-pipe system. Hydronic systems that use a common return system for both hot water and chilled water are prohibited.

C403.4.3.2 Two-pipe changeover system. Systems that use a common distribution system to supply both heated and chilled water shall be designed to allow a deadband between changeover from one mode to the other of not less than 15°F (8.3°C) outside air temperatures; be designed to and provided with controls that will allow operation in one mode for not less than 4 hours before changing over to the other mode; and be provided with controls that allow heating and cooling supply temperatures at the changeover point to be not more than 30°F (16.7°C) apart.

C403.4.3.3 Hydronic (water loop) heat pump systems. Hydronic heat pump systems shall comply with Sections C403.4.3.3.1 through C403.4.3.3.3.

C403.4.3.3.1 Temperature deadband. Hydronic heat pumps connected to a common heat pump water loop with central devices for heat rejection and heat addition shall have controls that are configured to provide a heat pump water supply temperature deadband of not less than 20°F (11°C) between initiation of heat rejection and heat addition by the central devices.

Exception: Where a system loop temperature optimization controller is installed and can determine the most efficient operating temperature based on real-time conditions of demand and capacity, deadbands of less than 20°F (11°C) shall be permitted.

C403.4.3.3.2 Heat rejection. The following shall apply to hydronic water loop heat pump systems in Climate Zones 3 through 8:

1. Where a closed-circuit cooling tower is used directly in the heat pump loop, either an automatic valve shall be installed to bypass the flow of water around the closed-circuit cooling tower, except for any flow necessary for freeze protection, or low-leakage positive-closure dampers shall be provided.
2. Where an open-circuit cooling tower is used directly in the heat pump loop, an automatic valve shall be installed to bypass all heat pump water flow around the open-circuit cooling tower.
3. Where an open-circuit or closed-circuit cooling tower is used in conjunction with a separate heat exchanger to isolate the open-circuit cooling tower from the heat pump loop, heat loss shall be controlled by shutting down the circulation pump on the cooling tower loop.

Exception: Where it can be demonstrated that a heat pump system will be required to reject heat throughout the year.

C403.4.3.3.3 Two-position valve. Each hydronic heat pump on the hydronic system having a total pump system power exceeding 10 hp (7.5 kW) shall have a two-position automatic valve interlocked to shut off the water flow when the compressor is off.

C403.4.4 Part-load controls. Hydronic systems greater than or equal to 300,000 Btu/h (87.9 kW) in design output capacity supplying heated or chilled water to comfort conditioning systems shall include controls that are configured to do all of the following:

1. Automatically reset the supply-water temperatures in response to varying building heating and cooling demand using coil valve position, zone-return water temperature, building-return water temperature or outside air temperature. The temperature shall be reset by not less than 25 percent of the design supply-to-return water temperature difference.
2. Automatically vary fluid flow for hydronic systems with a combined pump motor capacity of 2 hp (1.5 kW) or larger with three or more control valves or other devices by reducing the system design flow rate by not less than 50 percent or the maximum reduction allowed by the equipment manufacturer for proper operation of equipment by valves that modulate or step open and close, or pumps that modulate or turn on and off as a function of load.
3. Automatically vary pump flow on heating-water systems, chilled-water systems and heat rejection loops serving water-cooled unitary air conditioners as follows:
   3.1. Where pumps operate continuously or operate based on a time schedule, pumps with nominal output motor power of 2 hp or more shall have a variable speed drive.
   3.2. Where pumps have automatic direct digital control configured to operate pumps only when zone heating or cooling is required, a variable speed drive shall be provided for pumps with motors having the same or greater nominal output power indicated in Table C403.4.4 based on the climate zone and system served.
4. Where a variable speed drive is required by Item 3 of this section, pump motor power input shall be not more than 30 percent of design wattage at 50

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percent of the design water flow. Pump flow shall be controlled to maintain one control valve nearly wide open or to satisfy the minimum differential pressure.

Exceptions:

1. Supply-water temperature reset is not required for chilled-water systems supplied by off-site district chilled water or chilled water from ice storage systems.
2. Variable pump flow is not required on dedicated coil circulation pumps where needed for freeze protection.
3. Variable pump flow is not required on dedicated equipment circulation pumps where configured in primary/secondary design to provide the minimum flow requirements of the equipment manufacturer for proper operation of equipment.
4. Variable speed drives are not required on heating water pumps where more than 50 percent of annual heat is generated by an electric boiler.

TABLE C403.4.4
VARIABLE SPEED DRIVE (VSD) REQUIREMENTS FOR DEMAND-CONTROLLED PUMPS

CHILLED WATER AND HEAT REJECTION LOOP PUMPS IN THESE CLIMATE ZONES	HEATING WATER PUMPS IN THESE CLIMATE ZONES	VSD REQUIRED FOR MOTORS WITH RATED OUTPUT OF:
0A, 0B, 1A, 1B, 2B	—	≥ 2 hp
2A, 3B	—	≥ 3 hp
3A, 3C, 4A, 4B	7, 8	≥ 5 hp
4C, 5A, 5B, 5C, 6A, 6B	3C, 5A, 5C, 6A, 6B	≥ 7.5 hp
—	4A, 4C, 5B	≥ 10 hp
7, 8	4B	≥ 15 hp
—	2A, 2B, 3A, 3B	≥ 25 hp
—	0B, 1B	≥ 100 hp
—	0A, 1A	≥ 200 hp

For SI: 1 hp = 0.746 kW.

C403.4.5 Pump isolation. Chilled water plants including more than one chiller shall be capable of and configured to reduce flow automatically through the chiller plant when a chiller is shut down. Chillers piped in series for the purpose of increased temperature differential shall be considered as one chiller.

Boiler systems including more than one boiler shall be capable of and configured to reduce flow automatically through the boiler system when a boiler is shut down.

C403.5 Economizers. Economizers shall comply with Sections C403.5.1 through C403.5.5.

An air or water economizer shall be provided for the following cooling systems:

1. Chilled water systems with a total cooling capacity, less cooling capacity provided with air economizers, as specified in Table C403.5(1).
2. Individual fan systems with cooling capacity greater than or equal to 54,000 Btu/h (15.8 kW) in buildings having other than a *Group R* occupancy,

   The total supply capacity of all fan cooling units not provided with economizers shall not exceed 20 percent of the total supply capacity of all fan cooling units in the building or 300,000 Btu/h (88 kW), whichever is greater.
3. Individual fan systems with cooling capacity greater than or equal to 270,000 Btu/h (79.1 kW) in buildings having a *Group R* occupancy.

   The total supply capacity of all fan cooling units not provided with economizers shall not exceed 20 percent of the total supply capacity of all fan cooling units in the building or 1,500,000 Btu/h (440 kW), whichever is greater.

Exceptions: Economizers are not required for the following systems.

1. Individual fan systems not served by chilled water for buildings located in *Climate Zones* 0A, 0B, 1A and 1B.
2. Where more than 25 percent of the air designed to be supplied by the system is to spaces that are designed to be humidified above 35°F (1.7°C) dew-point temperature to satisfy process needs.
3. Systems expected to operate less than 20 hours per week.
4. Systems serving supermarket areas with open refrigerated casework.
5. Where the cooling efficiency is greater than or equal to the efficiency requirements in Table C403.5(2).
6. Systems that include a heat recovery system in accordance with Section C403.10.5.
7. VRF systems installed with a dedicated outdoor air system.

TABLE C403.5(1)
MINIMUM CHILLED-WATER SYSTEM COOLING CAPACITY FOR DETERMINING ECONOMIZER COOLING REQUIREMENTS

CLIMATE ZONES (COOLING)	TOTAL CHILLED-WATER SYSTEM CAPACITY LESS CAPACITY OF COOLING UNITS WITH AIR ECONOMIZERS	
	Local water-cooled chilled-water systems	Air-cooled chilled-water systems or district chilled-water systems
0A, 1A	Economizer not required	Economizer not required
0B, 1B, 2A, 2B	960,000 Btu/h	1,250,000 Btu/h
3A, 3B, 3C, 4A, 4B, 4C	720,000 Btu/h	940,000 Btu/h
5A, 5B, 5C, 6A, 6B, 7, 8	1,320,000 Btu/h	1,720,000 Btu/h

For SI: 1 British thermal unit per hour = 0.2931 W.

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TABLE C403.5(2)
EQUIPMENT EFFICIENCY PERFORMANCE EXCEPTION FOR ECONOMIZERS

CLIMATE ZONES	COOLING EQUIPMENT PERFORMANCE IMPROVEMENT (EER OR IPLV)
2A, 2B	10% efficiency improvement
3A, 3B	15% efficiency improvement
4A, 4B	20% efficiency improvement

C403.5.1 Integrated economizer control. Economizer systems shall be integrated with the mechanical cooling system and be configured to provide partial cooling even where additional mechanical cooling is required to provide the remainder of the cooling load. Controls shall not be capable of creating a false load in the mechanical cooling systems by limiting or disabling the economizer or any other means, such as hot gas bypass, except at the lowest stage of mechanical cooling.

Units that include an air economizer shall comply with the following:

1. Unit controls shall have the mechanical cooling capacity control interlocked with the air economizer controls such that the outdoor air damper is at the 100-percent open position when mechanical cooling is on and the outdoor air damper does not begin to close to prevent coil freezing due to minimum compressor run time until the leaving air temperature is less than 45°F (7°C).
2. Direct expansion (DX) units that control 75,000 Btu/h (22 kW) or greater of rated capacity of the capacity of the mechanical cooling directly based on occupied space temperature shall have not fewer than two stages of mechanical cooling capacity.
3. Other DX units, including those that control space temperature by modulating the airflow to the space, shall be in accordance with Table C403.5.1.

TABLE C403.5.1
DX COOLING STAGE REQUIREMENTS FOR MODULATING AIRFLOW UNITS

RATING CAPACITY	MINIMUM NUMBER OF MECHANICAL COOLING STAGES	MINIMUM COMPRESSOR DISPLACEMENT[a]
≥ 65,000 Btu/h and < 240,000 Btu/h	3 stages	≤ 35% of full load
≥ 240,000 Btu/h	4 stages	≤ 25% full load

For SI: 1 British thermal unit per hour = 0.2931 W.

a. For mechanical cooling stage control that does not use variable compressor displacement, the percent displacement shall be equivalent to the mechanical cooling capacity reduction evaluated at the full load rating conditions for the compressor.

C403.5.2 Economizer heating system impact. HVAC system design and economizer controls shall be such that economizer operation does not increase building heating energy use during normal operation.

Exception: Economizers on variable air volume (VAV) systems that cause zone level heating to increase because of a reduction in supply air temperature.

C403.5.3 Air economizers. Where economizers are required by Section C403.5, air economizers shall comply with Sections C403.5.3.1 through C403.5.3.5.

C403.5.3.1 Design capacity. Air economizer systems shall be configured to modulate *outdoor air* and return air dampers to provide up to 100 percent of the design supply air quantity as *outdoor air* for cooling.

C403.5.3.2 Control signal. Economizer controls and dampers shall be configured to sequence the dampers with the mechanical cooling equipment and shall not be controlled by only mixed-air temperature.

Exception: The use of mixed-air temperature limit control shall be permitted for systems controlled from space temperature (such as single-*zone* systems).

C403.5.3.3 High-limit shutoff. Air economizers shall be configured to automatically reduce *outdoor air* intake to the design minimum *outdoor air* quantity when *outdoor air* intake will not reduce cooling energy usage. High-limit shutoff control types for specific climates shall be chosen from Table C403.5.3.3. High-limit shutoff control settings for these control types shall be those specified in Table C403.5.3.3.

C403.5.3.4 Relief of excess outdoor air. Systems shall be capable of relieving excess *outdoor air* during air economizer operation to prevent overpressurizing the building. The relief air outlet shall be located to avoid recirculation into the building.

C403.5.3.5 Economizer dampers. Return, exhaust/relief and outdoor air dampers used in economizers shall comply with Section C403.7.7.

C403.5.4 Water-side economizers. Where economizers are required by Section C403.5, water-side economizers shall comply with Sections C403.5.4.1 and C403.5.4.2.

C403.5.4.1 Design capacity. Water economizer systems shall be configured to cool supply air by indirect evaporation and providing up to 100 percent of the expected system cooling load at *outdoor air* temperatures of not greater than 50°F (10°C) dry bulb/45°F (7°C) wet bulb.

Exceptions:

1. Systems primarily serving computer rooms in which 100 percent of the expected system cooling load at 40°F (4°C) dry bulb/35°F (1.7°C) wet bulb is met with evaporative water economizers.
2. Systems primarily serving computer rooms with dry cooler water economizers that satisfy 100 percent of the expected system cooling load at 35°F (1.7°C) dry bulb.
3. Systems where dehumidification requirements cannot be met using outdoor air temperatures of 50°F (10°C) dry bulb/45°F

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TABLE C403.5.3.3
HIGH-LIMIT SHUTOFF CONTROL SETTING FOR AIR ECONOMIZERS[b]

DEVICE TYPE	CLIMATE ZONE	REQUIRED HIGH LIMIT (ECONOMIZER OFF WHEN):	
		Equation	Description
Fixed dry bulb	0B, 1B, 2B, 3B, 3C, 4B, 4C, 5B, 5C, 6B, 7, 8	$T_{OA} > 75°F$	Outdoor air temperature exceeds 75°F
	5A, 6A	$T_{OA} > 70°F$	Outdoor air temperature exceeds 70°F
	0A, 1A, 2A, 3A, 4A	$T_{OA} > 65°F$	Outdoor air temperature exceeds 65°F
Differential dry bulb	0B, 1B, 2B, 3B, 3C, 4B, 4C, 5A, 5B, 5C, 6A, 6B, 7, 8	$T_{OA} > T_{RA}$	Outdoor air temperature exceeds return air temperature
Fixed enthalpy with fixed dry-bulb temperatures	All	$h_{OA} > 28$ Btu/lb[a] or $T_{OA} > 75°F$	Outdoor air enthalpy exceeds 28 Btu/lb of dry air[a] or Outdoor air temperature exceeds 75°F
Differential enthalpy with fixed dry-bulb temperature	All	$h_{OA} > h_{RA}$ or $T_{OA} > 75°F$	Outdoor air enthalpy exceeds return air enthalpy or Outdoor air temperature exceeds 75°F

For SI: °C = (°F – 32)/1.8, 1 Btu/lb = 2.33 kJ/kg.

a. At altitudes substantially different than sea level, the fixed enthalpy limit shall be set to the enthalpy value at 75°F and 50-percent relative humidity. As an example, at approximately 6,000 feet elevation, the fixed enthalpy limit is approximately 30.7 Btu/lb.

b. Devices with selectable setpoints shall be capable of being set to within 2°F and 2 Btu/lb of the setpoint listed.

(7°C) wet bulb and where 100 percent of the expected system cooling load at 45°F (7°C) dry bulb/40°F (4°C) wet bulb is met with evaporative water economizers.

C403.5.4.2 Maximum pressure drop. Precooling coils and water-to-water heat exchangers used as part of a water economizer system shall either have a water-side pressure drop of less than 15 feet (45 kPa) of water or a secondary loop shall be created so that the coil or heat exchanger pressure drop is not seen by the circulating pumps when the system is in the normal cooling (noneconomizer) mode.

C403.5.5 Economizer fault detection and diagnostics. Air-cooled unitary direct-expansion units listed in the tables in Section C403.3.2 and variable refrigerant flow (VRF) units that are equipped with an economizer in accordance with Sections C403.5 through C403.5.4 shall include a fault detection and diagnostics system complying with the following:

1. The following temperature sensors shall be permanently installed to monitor system operation:
   1.1. Outside air.
   1.2. Supply air.
   1.3. Return air.
2. Temperature sensors shall have an accuracy of ±2°F (1.1°C) over the range of 40°F to 80°F (4°C to 26.7°C).
3. Refrigerant pressure sensors, where used, shall have an accuracy of ±3 percent of full scale.
4. The unit controller shall be configured to provide system status by indicating the following:
   4.1. Free cooling available.
   4.2. Economizer enabled.
   4.3. Compressor enabled.
   4.4. Heating enabled.
   4.5. Mixed air low limit cycle active.
   4.6. The current value of each sensor.
5. The unit controller shall be capable of manually initiating each operating mode so that the operation of compressors, economizers, fans and the heating system can be independently tested and verified.
6. The unit shall be configured to report faults to a fault management application available for *access* by day-to-day operating or service personnel, or annunciated locally on zone thermostats.
7. The fault detection and diagnostics system shall be configured to detect the following faults:
   7.1. Air temperature sensor failure/fault.
   7.2. Not economizing when the unit should be economizing.
   7.3. Economizing when the unit should not be economizing.
   7.4. Damper not modulating.
   7.5. Excess outdoor air.

C403.6 Requirements for mechanical systems serving multiple zones. Sections C403.6.1 through C403.6.9 shall apply to mechanical systems serving multiple zones.

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C403.6.1 Variable air volume and multiple-zone systems. Supply air systems serving multiple zones shall be variable air volume (VAV) systems that have zone controls configured to reduce the volume of air that is reheated, recooled or mixed in each zone to one of the following:

1. Twenty percent of the zone design peak supply for systems with *direct digital control* (DDC) and 30 percent for other systems.
2. Systems with DDC where all of the following apply:
   2.1. The airflow rate in the deadband between heating and cooling does not exceed 20 percent of the zone design peak supply rate or higher allowed rates under Items 3, 4 and 5 of this section.
   2.2. The first stage of heating modulates the zone supply air temperature setpoint up to a maximum setpoint while the airflow is maintained at the deadband flow rate.
   2.3. The second stage of heating modulates the airflow rate from the deadband flow rate up to the heating maximum flow rate that is less than 50 percent of the zone design peak supply rate.
3. The outdoor airflow rate required to meet the minimum ventilation requirements of Chapter 4 of the *International Mechanical Code.*
4. Any higher rate that can be demonstrated to reduce overall system annual energy use by offsetting reheat/recool energy losses through a reduction in outdoor air intake for the system as approved by the code official.
5. The airflow rate required to comply with applicable codes or accreditation standards such as pressure relationships or minimum air change rates.

Exception: The following individual zones or entire air distribution systems are exempted from the requirement for VAV control:

1. *Zones* or supply air systems where not less than 75 percent of the energy for reheating or for providing warm air in mixing systems is provided from a site-recovered, including condenser heat, or site-solar energy source.
2. Systems that prevent reheating, recooling, mixing or simultaneous supply of air that has been previously cooled, either mechanically or through the use of economizer systems, and air that has been previously mechanically heated.

C403.6.2 Single-duct VAV systems, terminal devices. Single-duct VAV systems shall use terminal devices capable of and configured to reduce the supply of primary supply air before reheating or recooling takes place.

C403.6.3 Dual-duct and mixing VAV systems, terminal devices. Systems that have one warm air duct and one cool air duct shall use terminal devices that are configured to reduce the flow from one duct to a minimum before mixing of air from the other duct takes place.

C403.6.4 Single-fan dual-duct and mixing VAV systems, economizers. Individual dual-duct or mixing heating and cooling systems with a single fan and with total capacities greater than 90,000 Btu/h [(26.4 kW) 7.5 tons] shall not be equipped with air economizers.

C403.6.5 Supply-air temperature reset controls. Multiple-zone HVAC systems shall include controls that are capable of and configured to automatically reset the supply-air temperature in response to representative building loads, or to outdoor air temperature. The controls shall be configured to reset the supply air temperature not less than 25 percent of the difference between the design supply-air temperature and the design room air temperature. Controls that adjust the reset based on zone humidity are allowed in Climate Zones 0B, 1B, 2B, 3B, 3C and 4 through 8. HVAC zones that are expected to experience relatively constant loads shall have maximum airflow designed to accommodate the fully reset supply-air temperature.

Exceptions:

1. Systems that prevent reheating, recooling or mixing of heated and cooled supply air.
2. Seventy-five percent of the energy for reheating is from site-recovered or site-solar energy sources.
3. Systems in Climate Zones 0A, 1A and 3A with less than 3,000 cfm (1500 L/s) of design outside air.
4. Systems in Climate Zone 2A with less than 10,000 cfm (5000 L/s) of design outside air.
5. Systems in Climate Zones 0A, 1A, 2A and 3A with not less than 80 percent outside air and employing exhaust air energy recovery complying with Section C403.7.4.

C403.6.5.1 Dehumidification control interaction. In Climate Zones 0A, 1A, 2A and 3A, the system design shall allow supply-air temperature reset while dehumidification is provided. When dehumidification control is active, air economizers shall be locked out.

C403.6.6 Multiple-zone VAV system ventilation optimization control. Multiple-zone VAV systems with direct digital control of individual zone boxes reporting to a central control panel shall have automatic controls configured to reduce outdoor air intake flow below design rates in response to changes in system *ventilation* efficiency (E_v) as defined by the *International Mechanical Code*.

Exceptions:

1. VAV systems with zonal transfer fans that recirculate air from other zones without directly mixing it with outdoor air, dual-duct dual-fan VAV systems, and VAV systems with fan-powered terminal units.

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2. Systems where total design exhaust airflow is more than 70 percent of total design outdoor air intake flow requirements.

C403.6.7 Parallel-flow fan-powered VAV air terminal control. Parallel-flow fan-powered VAV air terminals shall have automatic controls configured to:

1. Turn off the terminal fan except when space heating is required or where required for ventilation.
2. Turn on the terminal fan as the first stage of heating before the heating coil is activated.
3. During heating for warmup or setback temperature control, either:
   3.1. Operate the terminal fan and heating coil without primary air.
   3.2. Reverse the terminal damper logic and provide heating from the central air handler by primary air.

C403.6.8 Setpoints for direct digital control. For systems with direct digital control of individual zones reporting to the central control panel, the static pressure setpoint shall be reset based on the *zone* requiring the most pressure. In such case, the setpoint is reset lower until one *zone* damper is nearly wide open. The direct digital controls shall be capable of monitoring zone damper positions or shall have an alternative method of indicating the need for static pressure that is configured to provide all of the following:

1. Automatic detection of any *zone* that excessively drives the reset logic.
2. Generation of an alarm to the system operational location.
3. Allowance for an operator to readily remove one or more *zones* from the reset algorithm.

C403.6.9 Static pressure sensor location. Static pressure sensors used to control VAV fans shall be located such that the controller setpoint is not greater than 1.2 inches w.c. (299 Pa). Where this results in one or more sensors being located downstream of major duct splits, not less than one sensor shall be located on each major branch to ensure that static pressure can be maintained in each branch.

C403.7 Ventilation and exhaust systems. In addition to other requirements of Section C403 applicable to the provision of ventilation air or the exhaust of air, ventilation and exhaust systems shall be in accordance with Sections C403.7.1 through C403.7.7.

C403.7.1 Demand control ventilation. Demand control ventilation (DCV) shall be provided for all single-zone systems required to comply with Sections C403.5 through C403.5.3 and spaces larger than 500 square feet (46.5 m^2) and with an average occupant load of 15 people or greater per 1,000 square feet (93 m^2) of floor area, as established in Table 403.3.1.1 of the *International Mechanical Code*, and served by systems with one or more of the following:

1. An air-side economizer.
2. Automatic modulating control of the outdoor air damper.
3. A design outdoor airflow greater than 3,000 cfm (1416 L/s).

Exceptions:

1. Systems with energy recovery complying with Section C403.7.4.2.
2. Multiple-zone systems without direct digital control of individual zones communicating with a central control panel.
3. Multiple-zone systems with a design outdoor airflow less than 750 cfm (354 L/s).
4. Spaces where more than 75 percent of the space design outdoor airflow is required for makeup air that is exhausted from the space or transfer air that is required for makeup air that is exhausted from other spaces.
5. Spaces with one of the following occupancy classifications as defined in Table 403.3.1.1 of the *International Mechanical Code*: correctional cells, education laboratories, barber, beauty and nail salons, and bowling alley seating areas.

C403.7.2 Enclosed parking garage ventilation controls. Enclosed parking garages used for storing or handling automobiles operating under their own power shall employ carbon monoxide detectors applied in conjunction with nitrogen dioxide detectors and automatic controls configured to stage fans or modulate fan average airflow rates to 50 percent or less of design capacity, or intermittently operate fans less than 20 percent of the occupied time or as required to maintain acceptable contaminant levels in accordance with *International Mechanical Code* provisions. Failure of contamination-sensing devices shall cause the exhaust fans to operate continuously at design airflow.

Exceptions:

1. Garages with a total exhaust capacity less than 8,000 cfm (3,755 L/s) with ventilation systems that do not utilize heating or mechanical cooling.
2. Garages that have a garage area to ventilation system motor nameplate power ratio that exceeds 1,125 cfm/hp (710 L/s/kW) and do not utilize heating or mechanical cooling.

C403.7.3 Ventilation air heating control. Units that provide ventilation air to multiple zones and operate in conjunction with zone heating and cooling systems shall not use heating or heat recovery to warm supply air to a temperature greater than 60°F (16°C) when representative

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building loads or outdoor air temperatures indicate that the majority of zones require cooling.

C403.7.4 Energy recovery systems. Energy recovery ventilation systems shall be provided as specified in either Section C403.7.4.1 or C403.7.4.2, as applicable.

C403.7.4.1 Nontransient dwelling units. Nontransient dwelling units shall be provided with outdoor air energy recovery ventilation systems with an *enthalpy recovery ratio* of not less than 50 percent at cooling design condition and not less than 60 percent at heating design condition.

Exceptions:

1. Nontransient dwelling units in Climate Zone 3C.
2. Nontransient dwelling units with not more than 500 square feet (46 m^2) of *conditioned floor area* in Climate Zones 0, 1, 2, 3, 4C and 5C.
3. *Enthalpy recovery ratio* requirements at heating design condition in Climate Zones 0, 1 and 2.
4. *Enthalpy recovery ratio* requirements at cooling design condition in Climate Zones 4, 5, 6, 7 and 8.

C403.7.4.2 Spaces other than nontransient dwelling units. Where the supply airflow rate of a fan system serving a space other than a nontransient dwelling unit exceeds the values specified in Tables C403.7.4.2(1) and C403.7.4.2(2), the system shall include an energy recovery system. The energy recovery system shall provide an *enthalpy recovery ratio* of not less than 50 percent at design conditions. Where an air economizer is required, the energy recovery system shall include a bypass or controls that permit operation of the economizer as required by Section C403.5.

Exception: An energy recovery ventilation system shall not be required in any of the following conditions:

1. Where energy recovery systems are prohibited by the *International Mechanical Code*.
2. Laboratory fume hood systems that include not fewer than one of the following features:
   2.1. Variable-air-volume hood exhaust and room supply systems configured to reduce exhaust and makeup air volume to 50 percent or less of design values.
   2.2. Direct makeup (auxiliary) air supply equal to or greater than 75 percent of the exhaust rate, heated not warmer than 2°F (1.1°C) above room setpoint, cooled to not cooler than 3°F (1.7°C) below room setpoint, with no humidification added, and no simultaneous heating and cooling used for dehumidification control.
3. Systems serving spaces that are heated to less than 60°F (15.5°C) and that are not cooled.
4. Where more than 60 percent of the outdoor heating energy is provided from site-recovered or site-solar energy.
5. *Enthalpy recovery ratio* requirements at heating design condition in *Climate Zones* 1 and 2.
6. *Enthalpy recovery ratio* requirements at cooling design condition in *Climate Zones* 0, 3C, 4C, 5B, 5C, 6B, 7 and 8.
7. Systems requiring dehumidification that employ energy recovery in series with the cooling coil.
8. Where the largest source of air exhausted at a single location at the building exterior is less than 75 percent of the design *outdoor air* flow rate.
9. Systems expected to operate less than 20 hours per week at the *outdoor air* percentage covered by Table C403.7.4.2(1).
10. Systems exhausting toxic, flammable, paint or corrosive fumes or dust.
11. Commercial kitchen hoods used for collecting and removing grease vapors and smoke.

C403.7.5 Kitchen exhaust systems. Replacement air introduced directly into the exhaust hood cavity shall not be greater than 10 percent of the hood exhaust airflow rate. Conditioned supply air delivered to any space shall not exceed the greater of the following:

1. The ventilation rate required to meet the space heating or cooling load.
2. The hood exhaust flow minus the available transfer air from adjacent space where available transfer air is considered to be that portion of outdoor ventilation air not required to satisfy other exhaust needs, such as restrooms, and not required to maintain pressurization of adjacent spaces.

Where total kitchen hood exhaust airflow rate is greater than 5,000 cfm (2360 L/s), each hood shall be a factory-built commercial exhaust hood listed by a nationally recognized testing laboratory in compliance with UL 710. Each hood shall have a maximum exhaust rate as specified in Table C403.7.5 and shall comply with one of the following:

1. Not less than 50 percent of all replacement air shall be transfer air that would otherwise be exhausted.
2. Demand ventilation systems on not less than 75 percent of the exhaust air that are configured to provide not less than a 50-percent reduction in

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exhaust and replacement air system airflow rates, including controls necessary to modulate airflow in response to appliance operation and to maintain full capture and containment of smoke, effluent and combustion products during cooking and idle.

3. Listed energy recovery devices with a sensible heat recovery effectiveness of not less than 40 percent on not less than 50 percent of the total exhaust airflow.

Where a single hood, or hood section, is installed over appliances with different duty ratings, the maximum allowable flow rate for the hood or hood section shall be based on the requirements for the highest appliance duty rating under the hood or hood section.

Exception: Where not less than 75 percent of all the replacement air is transfer air that would otherwise be exhausted.

TABLE C403.7.4.2(1)
ENERGY RECOVERY REQUIREMENT (Ventilation systems operating less than 8,000 hours per year)

CLIMATE ZONE	PERCENT (%) OUTDOOR AIR AT FULL DESIGN AIRFLOW RATE							
	≥ 10% and < 20%	≥ 20% and < 30%	≥ 30% and < 40%	≥ 40% and < 50%	≥ 50% and < 60%	≥ 60% and < 70%	≥ 70% and < 80%	≥ 80%
	Design Supply Fan Airflow Rate (cfm)							
3B, 3C, 4B, 4C, 5B	NR	NR	NR	NR	NR	NR	NR	NR
0B, 1B, 2B, 5C	NR	NR	NR	NR	≥ 26,000	≥ 12,000	≥ 5,000	≥ 4,000
6B	≥ 28,000	≥ 26,5000	≥ 11,000	≥ 5,500	≥ 4,500	≥ 3,500	≥ 2,500	≥ 1,500
0A, 1A, 2A, 3A, 4A, 5A, 6A	≥ 26,000	≥ 16,000	≥ 5,500	≥ 4,500	≥ 3,500	≥ 2,000	≥ 1,000	> 120
7, 8	≥ 4,500	≥ 4,000	≥ 2,500	≥ 1,000	> 140	> 120	> 100	> 80

For SI: 1 cfm = 0.4719 L/s.
NR = Not Required.

TABLE C403.7.4.2(2)
ENERGY RECOVERY REQUIREMENT (Ventilation systems operating not less than 8,000 hours per year)

CLIMATE ZONE	PERCENT (%) OUTDOOR AIR AT FULL DESIGN AIRFLOW RATE							
	≥ 10% and < 20%	≥ 20% and < 30%	≥ 30% and < 40%	≥ 40% and < 50%	≥ 50% and < 60%	≥ 60% and < 70%	≥ 70% and < 80%	≥ 80%
	Design Supply Fan Airflow Rate (cfm)							
3C	NR	NR	NR	NR	NR	NR	NR	NR
0B, 1B, 2B, 3B, 4C, 5C	NR	≥ 19,500	≥ 9,000	≥ 5,000	≥ 4,000	≥ 3,000	≥ 1,500	≥ 120
0A, 1A, 2A, 3A, 4B, 5B	≥ 2,500	≥ 2,000	≥ 1,000	≥ 500	≥ 140	≥ 120	≥ 100	≥ 80
4A, 5A, 6A, 6B, 7, 8	≥ 200	≥ 130	≥ 100	≥ 80	≥ 70	≥ 60	≥ 50	≥ 40

For SI: 1 cfm = 0.4719 L/s.
NR = Not Required.

TABLE C403.7.5
MAXIMUM NET EXHAUST FLOW RATE, CFM PER LINEAR FOOT OF HOOD LENGTH

TYPE OF HOOD	LIGHT-DUTY EQUIPMENT	MEDIUM-DUTY EQUIPMENT	HEAVY-DUTY EQUIPMENT	EXTRA-HEAVY-DUTY EQUIPMENT
Wall-mounted canopy	140	210	280	385
Single island	280	350	420	490
Double island (per side)	175	210	280	385
Eyebrow	175	175	NA	NA
Backshelf/Pass-over	210	210	280	NA

For SI: 1 cfm = 0.4719 L/s; 1 foot = 304.8 mm.
NA = Not Allowed.

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C403.7.6 Automatic control of HVAC systems serving guestrooms. In Group R-1 buildings containing more than 50 guestrooms, each guestroom shall be provided with controls complying with the provisions of Sections C403.7.6.1 and C403.7.6.2. Card key controls comply with these requirements.

C403.7.6.1 Temperature setpoint controls. Controls shall be provided on each HVAC system that are capable of and configured with three modes of temperature control.

1. When the guestroom is rented but unoccupied, the controls shall automatically raise the cooling setpoint and lower the heating setpoint by not less than 4°F (2°C) from the occupant setpoint within 30 minutes after the occupants have left the guestroom.
2. When the guestroom is unrented and unoccupied, the controls shall automatically raise the cooling setpoint to not lower than 80°F (27°C) and lower the heating setpoint to not higher than 60°F (16°C). Unrented and unoccupied guestroom mode shall be initiated within 16 hours of the guestroom being continuously occupied or where a *networked guestroom control system* indicates that the guestroom is unrented and the guestroom is unoccupied for more than 20 minutes. A *networked guestroom control system* that is capable of returning the thermostat setpoints to default occupied setpoints 60 minutes prior to the time a guestroom is scheduled to be occupied is not precluded by this section. Cooling that is capable of limiting relative humidity with a setpoint not lower than 65-percent relative humidity during unoccupied periods is not precluded by this section.
3. When the guestroom is occupied, HVAC setpoints shall return to their occupied setpoints once occupancy is sensed.

C403.7.6.2 Ventilation controls. Controls shall be provided on each HVAC system that are capable of and configured to automatically turn off the ventilation and exhaust fans within 20 minutes of the occupants leaving the guestroom, or *isolation devices* shall be provided to each guestroom that are capable of automatically shutting off the supply of outdoor air to and exhaust air from the guestroom.

Exception: Guestroom ventilation systems are not precluded from having an automatic daily pre-occupancy purge cycle that provides daily outdoor air ventilation during unrented periods at the design ventilation rate for 60 minutes, or at a rate and duration equivalent to one air change.

C403.7.7 Shutoff dampers. Outdoor air intake and exhaust openings and stairway and shaft vents shall be provided with Class I motorized dampers. The dampers shall have an air leakage rate not greater than 4 cfm/ft^2 (20.3 L/s × m^2) of damper surface area at 1.0 inch water gauge (249 Pa) and shall be labeled by an *approved agency* when tested in accordance with AMCA 500D for such purpose.

Outdoor air intake and exhaust dampers shall be installed with automatic controls configured to close when the systems or spaces served are not in use or during unoccupied period warm-up and setback operation, unless the systems served require outdoor or exhaust air in accordance with the *International Mechanical Code* or the dampers are opened to provide intentional economizer cooling.

Stairway and shaft vent dampers shall be installed with automatic controls configured to open upon the activation of any fire alarm initiating device of the building's fire alarm system or the interruption of power to the damper.

Exception: Nonmotorized gravity dampers shall be an alternative to motorized dampers for exhaust and relief openings as follows:

1. In buildings less than three stories in height above grade plane.
2. In buildings of any height located in *Climate Zones* 0, 1, 2 or 3.
3. Where the design exhaust capacity is not greater than 300 cfm (142 L/s).

Nonmotorized gravity dampers shall have an air leakage rate not greater than 20 cfm/ft^2 (101.6 L/s × m^2) where not less than 24 inches (610 mm) in either dimension and 40 cfm/ft^2 (203.2 L/s × m^2) where less than 24 inches (610 mm) in either dimension. The rate of air leakage shall be determined at 1.0 inch water gauge (249 Pa) when tested in accordance with AMCA 500D for such purpose. The dampers shall be labeled by an *approved agency*.

C403.8 Fans and fan controls. Fans in HVAC systems shall comply with Sections C403.8.1 through C403.8.6.1.

C403.8.1 Allowable fan horsepower. Each HVAC system having a total fan system motor nameplate horsepower exceeding 5 hp (3.7 kW) at fan system design conditions shall not exceed the allowable *fan system motor nameplate hp* (Option 1) or *fan system bhp* (Option 2) shown in Table C403.8.1(1). This includes supply fans, exhaust fans, return/relief fans, and fan-powered terminal units associated with systems providing heating or cooling capability. Single-zone variable air volume systems shall comply with the constant volume fan power limitation.

Exceptions:

1. Hospital, vivarium and laboratory systems that utilize flow control devices on exhaust or return to maintain space pressure relationships necessary for occupant health and safety or environmental control shall be permitted to use variable volume fan power limitation.
2. Individual exhaust fans with motor nameplate horsepower of 1 hp (0.746 kW) or less are

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exempt from the allowable fan horsepower requirement.

C403.8.2 Motor nameplate horsepower. For each fan, the fan brake horsepower (bhp) shall be indicated on the construction documents and the selected motor shall be not larger than the first available motor size greater than the following:

1. For fans less than 6 bhp (4476 W), 1.5 times the fan brake horsepower.
2. For fans 6 bhp (4476 W) and larger, 1.3 times the fan brake horsepower.

Exceptions:

1. Fans equipped with electronic speed control devices to vary the fan airflow as a function of load.
2. Fans with a fan nameplate electrical input power of less than 0.89 kW.

TABLE C403.8.1(1)
FAN POWER LIMITATION

	LIMIT	CONSTANT VOLUME	VARIABLE VOLUME
Option 1: Fan system motor nameplate hp	Allowable nameplate motor hp	$hp \le CFM_S \times 0.0011$	$hp \le CFM_S \times 0.0015$
Option 2: Fan system bhp	Allowable fan system bhp	$bhp \le CFM_S \times 0.00094 + A$	$bhp \le CFM_S \times 0.0013 + A$

For SI: 1 bhp = 735.5 W, 1 hp = 745.5 W, 1 cfm = 0.4719 L/s.
where:
CFM_S = The maximum design supply airflow rate to conditioned spaces served by the system in cubic feet per minute.
hp = The maximum combined motor nameplate horsepower.
bhp = The maximum combined fan brake horsepower.
A = Sum of $[PD \times CFM_D / 4131]$.
where:
PD = Each applicable pressure drop adjustment from Table C403.8.1(2) in. w.c.
CFM_D = The design airflow through each applicable device from Table C403.8.1(2) in cubic feet per minute.

TABLE C403.8.1(2)
FAN POWER LIMITATION PRESSURE DROP ADJUSTMENT

DEVICE	ADJUSTMENT
Credits	
Return air or exhaust systems required by code or accreditation standards to be fully ducted, or systems required to maintain air pressure differentials between adjacent rooms	0.5 inch w.c. (2.15 inches w.c. for laboratory and vivarium systems)
Return and exhaust airflow control devices	0.5 inch w.c.
Exhaust filters, scrubbers or other exhaust treatment	The pressure drop of device calculated at fan system design condition
Particulate filtration credit: MERV 9 thru 12	0.5 inch w.c.
Particulate filtration credit: MERV 13 thru 15	0.9 inch w.c.
Particulate filtration credit: MERV 16 and greater and electronically enhanced filters	Pressure drop calculated at 2 times the clean filter pressure drop at fan system design condition.
Carbon and other gas-phase air cleaners	Clean filter pressure drop at fan system design condition.
Biosafety cabinet	Pressure drop of device at fan system design condition.
Energy recovery device, other than coil runaround loop	For each airstream, (2.2 × energy recovery effectiveness - 0.5) inch w.c.
Coil runaround loop	0.6 inch w.c. for each airstream.
Evaporative humidifier/cooler in series with another cooling coil	Pressure drop of device at fan system design conditions.
Sound attenuation section (fans serving spaces with design background noise goals below NC35)	0.15 inch w.c.
Exhaust system serving fume hoods	0.35 inch w.c.
Laboratory and vivarium exhaust systems in high-rise buildings	0.25 inch w.c./100 feet of vertical duct exceeding 75 feet.
Deductions	
Systems without central cooling device	- 0.6 inch w.c.
Systems without central heating device	- 0.3 inch w.c.
Systems with central electric resistance heat	- 0.2 inch w.c.

For SI: 1 inch w.c. = 249 Pa, 1 inch = 25.4 mm, 1 foot = 304.8 mm.
w.c. = Water Column, NC = Noise Criterion.

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3. Systems complying with Section C403.8.1 fan system motor nameplate hp (Option 1).
4. Fans with motor nameplate horsepower less than 1 hp (746 W).

C403.8.3 Fan efficiency. Each fan and fan array shall have a fan energy index (FEI) of not less than 1.00 at the design point of operation, as determined in accordance with AMCA 208 by an *approved* independent testing laboratory and labeled by the manufacturer. Each fan and fan array used for a variable-air-volume system shall have an FEI of not less than 0.95 at the design point of operation, as determined in accordance with AMCA 208 by an approved independent testing laboratory and labeled by the manufacturer. The FEI for fan arrays shall be calculated in accordance with AMCA 208 Annex C.

Exceptions: The following fans are not required to have a fan energy index:

1. Fans that are not embedded fans with motor nameplate horsepower of less than 1.0 hp (0.75 kW) or with a nameplate electrical input power of less than 0.89 kW.
2. Embedded fans that have a motor nameplate horsepower of 5 hp (3.7 kW) or less, or with a fan system electrical input power of 4.1 kW or less.
3. Multiple fans operated in series or parallel as the functional equivalent of a single fan that have a combined motor nameplate horsepower of 5 hp (3.7 kW) or less or with a fan system electrical input power of 4.1 kW or less.
4. Fans that are part of equipment covered in Section C403.3.2.
5. Fans included in an equipment package certified by an *approved agency* for air or energy performance.
6. Ceiling fans, which are defined as nonportable devices suspended from a ceiling or overhead structure for circulating air via the rotation of the blades.
7. Fans used for moving gases at temperatures above 482°F (250°C).
8. Fans used for operation in explosive atmospheres.
9. Reversible fans used for tunnel ventilation.
10. Fans that are intended to operate only during emergency conditions.
11. Fans outside the scope of AMCA 208.

C403.8.4 Fractional hp fan motors. Motors for fans that are not less than $^{1}/_{12}$ hp (0.062 kW) and less than 1 hp (0.746 kW) shall be electronically commutated motors or shall have a minimum motor efficiency of 70 percent, rated in accordance with DOE 10 CFR 431. These motors shall have the means to adjust motor speed for either balancing or remote control. The use of belt-driven fans to sheave adjustments for airflow balancing instead of a varying motor speed shall be permitted.

Exceptions: The following motors are not required to comply with this section

1. Motors in the airstream within fan coils and terminal units that only provide heating to the space served.
2. Motors in space-conditioning equipment that comply with Section C403.3.2 or Sections C403.8.1. through C403.8.3.
3. Motors that comply with Section C405.8.

C403.8.5 Low-capacity ventilation fans. Mechanical ventilation system fans with motors less than $^{1}/_{12}$ hp (0.062 kW) in capacity shall meet the efficacy requirements of Table C403.8.5 at one or more rating points.

Exceptions:

1. Where ventilation fans are a component of a listed heating or cooling appliance.
2. Dryer exhaust duct power ventilators, domestic range hoods and domestic range booster fans that operate intermittently.

TABLE C403.8.5
LOW-CAPACITY VENTILATION FAN EFFICACY[a]

FAN LOCATION	AIRFLOW RATE MINIMUM (CFM)	MINIMUM EFFICACY (CFM/WATT)	AIRFLOW RATE MAXIMUM (CFM)
HRV or ERV	Any	1.2 cfm/watt	Any
In-line fan	Any	3.8 cfm/watt	Any
Bathroom, utility room	10	2.8 cfm/watt	< 90
Bathroom, utility room	90	3.5 cfm/watt	Any

For SI: 1 cfm/ft = 47.82 W.

a. Airflow shall be tested in accordance with HVI 916 and listed. Efficacy shall be listed or shall be derived from listed power and airflow. Fan efficacy for fully ducted HRV, ERV, balanced and in-line fans shall be determined at a static pressure not less than 0.2 inch w.c. Fan efficacy for ducted range hoods, bathroom and utility room fans shall be determined at a static pressure not less than 0.1 inch w.c.

C403.8.6 Fan control. Controls shall be provided for fans in accordance with Section C403.8.6.1 and as required for specific systems provided in Section C403.

C403.8.6.1 Fan airflow control. Each cooling system listed in Table C403.8.6.1 shall be designed to vary the indoor fan airflow as a function of load and shall comply with the following requirements:

1. Direct expansion (DX) and chilled water cooling units that control the capacity of the mechanical cooling directly based on space temperature shall have not fewer than two stages of fan control. Low or minimum speed shall not be greater than 66 percent of full speed. At low or minimum speed, the fan system shall draw not more than 40 percent of

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the fan power at full fan speed. Low or minimum speed shall be used during periods of low cooling load and ventilation-only operation.

2. Other units including DX cooling units and chilled water units that control the space temperature by modulating the airflow to the space shall have modulating fan control. Minimum speed shall be not greater than 50 percent of full speed. At minimum speed the fan system shall draw not more than 30 percent of the power at full fan speed. Low or minimum speed shall be used during periods of low cooling load and ventilation-only operation.
3. Units that include an air-side economizer in accordance with Section C403.5 shall have not fewer than two speeds of fan control during economizer operation.

Exceptions:

1. Modulating fan control is not required for chilled water and evaporative cooling units with fan motors of less than 1 hp (0.746 kW) where the units are not used to provide *ventilation air* and the indoor fan cycles with the load.
2. Where the volume of outdoor air required to comply with the ventilation requirements of the *International Mechanical Code* at low speed exceeds the air that would be delivered at the speed defined in Section C403.8.6, the minimum speed shall be selected to provide the required *ventilation air*.

TABLE C403.8.6.1
COOLING SYSTEMS

COOLING SYSTEM TYPE	FAN MOTOR SIZE	MECHANICAL COOLING CAPACITY
DX cooling	Any	≥ 65,000 Btu/h
Chilled water and evaporative cooling	≥ 1/4 hp	Any

For SI: 1 British thermal unit per hour = 0.2931 W; 1 hp = 0.746 kW.

C403.9 Large-diameter ceiling fans. Where provided, *large-diameter ceiling fans* shall be tested and labeled in accordance with AMCA 230.

C403.10 Heat rejection equipment. Heat rejection equipment, including air-cooled condensers, dry coolers, open-circuit cooling towers, closed-circuit cooling towers and evaporative condensers, shall comply with this section.

Exception: Heat rejection devices where energy usage is included in the equipment efficiency ratings listed in Tables C403.3.2(6) and C403.3.2(7).

C403.10.1 Fan speed control. Each fan system powered by an individual motor or array of motors with connected power, including the motor service factor, totaling 5 hp (3.7 kW) or more shall have controls and devices configured to automatically modulate the fan speed to control the leaving fluid temperature or condensing temperature and pressure of the heat rejection device. Fan motor power input shall be not more than 30 percent of design wattage at 50 percent of the design airflow.

Exceptions:

1. Fans serving multiple refrigerant or fluid cooling circuits.
2. Condenser fans serving flooded condensers.

C403.10.2 Multiple-cell heat rejection equipment. Multiple-cell heat rejection equipment with variable speed fan drives shall be controlled to operate the maximum number of fans allowed that comply with the manufacturer's requirements for all system components and so that all fans operate at the same fan speed required for the instantaneous cooling duty, as opposed to staged on and off operation. The minimum fan speed shall be the minimum allowable speed of the fan drive system in accordance with the manufacturer's recommendations.

C403.10.3 Limitation on centrifugal fan open-circuit cooling towers. Centrifugal fan open-circuit cooling towers with a combined rated capacity of 1,100 gpm (4164 L/m) or greater at 95°F (35°C) condenser water return, 85°F (29°C) condenser water supply, and 75°F (24°C) outdoor air wet-bulb temperature shall meet the energy efficiency requirement for axial fan open-circuit cooling towers listed in Table C403.3.2(8).

Exception: Centrifugal open-circuit cooling towers that are designed with inlet or discharge ducts or require external sound attenuation.

C403.10.4 Tower flow turndown. Open-circuit cooling towers used on water-cooled chiller systems that are configured with multiple- or variable-speed condenser water pumps shall be designed so that all open-circuit cooling tower cells can be run in parallel with the larger of the flow that is produced by the smallest pump at its minimum expected flow rate or at 50 percent of the design flow for the cell.

C403.10.5 Heat recovery for service water heating. Condenser heat recovery shall be installed for heating or reheating of service hot water provided that the facility operates 24 hours a day, the total installed heat capacity of water-cooled systems exceeds 6,000,000 Btu/hr (1758 kW) of heat rejection, and the design service water heating load exceeds 1,000,000 Btu/h (293 kW).

The required heat recovery system shall have the capacity to provide the smaller of the following:

1. Sixty percent of the peak heat rejection load at design conditions.
2. The preheating required to raise the peak service hot water draw to 85°F (29°C).

Exceptions:

1. Facilities that employ condenser heat recovery for space heating or reheat purposes with a heat recovery design exceeding 30 percent of the peak water-cooled condenser load at design conditions.

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2. Facilities that provide 60 percent of their service water heating from site solar or site recovered energy or from other sources.

C403.10.6 Heat recovery for space conditioning in healthcare facilities. Where heating water is used for space heating, a condenser heat recovery system shall be installed provided that all of the following are true:

1. The building is a Group I-2, Condition 2 occupancy.
2. The total design chilled water capacity for the Group I-2,Condition 2 occupancy, either air cooled or water cooled, required at cooling design conditions exceeds 3,600,000 Btu/h (1100 kw) of cooling.
3. Simultaneous heating and cooling occurs above 60°F (16°C) outdoor air temperature.

The required heat recovery system shall have a cooling capacity that is not less than 7 percent of the total design chilled water capacity of the Group I-2, Condition 2 occupancy at peak design conditions.

Exceptions:

1. Buildings that provide 60 percent or more of their reheat energy from on-site renewable energy or site-recovered energy.
2. Buildings in Climate Zones 5C, 6B, 7 and 8.

C403.11 Refrigeration equipment performance. Refrigeration equipment performance shall be determined in accordance with Sections C403.11.1 and C403.11.2 for commercial refrigerators, freezers, refrigerator-freezers, walk-in coolers, walk-in freezers and refrigeration equipment. The energy use shall be verified through certification under an *approved* certification program or, where a certification program does not exist, the energy use shall be supported by data furnished by the equipment manufacturer.

Exception: Walk-in coolers and walk-in freezers regulated under federal law in accordance with Subpart R of DOE 10 CFR 431.

C403.11.1 Commercial refrigerators, refrigerator-freezers and refrigeration. Refrigeration equipment, defined in DOE 10 CFR Part 431.62, shall have an energy use in kWh/day not greater than the values of Table C403.11.1 when tested and rated in accordance with AHRI Standard 1200.

C403.11.2 Walk-in coolers and walk-in freezers. Walk-in cooler and walk-in freezer refrigeration systems, except for walk-in process cooling refrigeration systems as defined in DOE 10 CFR 431.302, shall meet the requirements of Tables C403.11.2.1(1), C403.11.2.1(2) and C403.11.2.1(3).

C403.11.2.1 Performance standards. *Walk-in coolers* and *walk-in freezers* shall meet the requirements of Tables C403.11.2.1(1), C403.11.2.1(2) and C403.11.2.1(3).

TABLE C403.11.2.1(1)
WALK-IN COOLER AND FREEZER DISPLAY DOOR EFFICIENCY REQUIREMENTS[a]

CLASS DESCRIPTOR	CLASS	MAXIMUM ENERGY CONSUMPTION (kWh/day)[a]
Display door, medium temperature	DD, M	$0.04 \times A_{dd} + 0.41$
Display door, low temperature	DD, L	$0.15 \times A_{dd} + 0.29$

a. A_{dd} is the surface area of the display door.

TABLE C403.11.2.1(2)
WALK-IN COOLER AND FREEZER NONDISPLAY DOOR EFFICIENCY REQUIREMENTS[a]

CLASS DESCRIPTOR	CLASS	MAXIMUM ENERGY CONSUMPTION (kWh/day)[a]
Passage door, medium temperature	PD, M	$0.05 \times A_{nd} + 1.7$
Passage door, low temperature	PD, L	$0.14 \times A_{nd} + 4.8$
Freight door, medium temperature	FD, M	$0.04 \times A_{nd} + 1.9$
Freight door, low temperature	FD, L	$0.12 \times A_{nd} + 5.6$

a. A_{nd} is the surface area of the nondisplay door.

C403.11.3 Refrigeration systems. Refrigerated display cases, *walk-in coolers* or *walk-in freezers* that are served by remote compressors and remote condensers not located in a condensing unit, shall comply with Sections C403.11.3.1 and C403.11.3.2.

Exception: Systems where the working fluid in the refrigeration cycle goes through both subcritical and super-critical states (transcritical) or that use ammonia refrigerant are exempt.

C403.11.3.1 Condensers serving refrigeration systems. Fan-powered condensers shall comply with the following:

1. The design *saturated condensing temperatures* for air-cooled condensers shall not exceed the design dry-bulb temperature plus 10°F (5.6°C) for low-*temperature refrigeration systems*, and the design dry-bulb temperature plus 15°F (8°C) for *medium temperature refrigeration systems* where the *saturated condensing temperature* for blend refrigerants shall be determined using the average of liquid and vapor temperatures as converted from the condenser drain pressure.
2. Condenser fan motors that are less than 1 hp (0.75 kW) shall use electronically commutated motors, permanent split-capacitor-type motors or 3-phase motors.
3. Condenser fans for air-cooled condensers, evaporatively cooled condensers, air- or water-cooled fluid coolers or cooling towers shall

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reduce fan motor demand to not more than 30 percent of design wattage at 50 percent of design air volume, and incorporate one of the following continuous variable speed fan control approaches:

3.1. Refrigeration system condenser control for air-cooled condensers shall use variable setpoint control logic to reset the condensing temperature setpoint in response to ambient dry-bulb temperature.

3.2. Refrigeration system condenser control for evaporatively cooled condensers shall use variable setpoint control logic to reset the condensing temperature setpoint in response to ambient wet-bulb temperature.

4. Multiple fan condensers shall be controlled in unison.

5. The minimum condensing temperature setpoint shall be not greater than 70°F (21°C).

C403.11.3.2 Compressor systems. Refrigeration compressor systems shall comply with the following:

1. Compressors and multiple-compressor system suction groups shall include control systems that use floating suction pressure control logic to reset the target suction pressure temperature based on the temperature requirements of the attached refrigeration display cases or walk-ins.

   Exception: Controls are not required for the following:

   1. Single-compressor systems that do not have variable capacity capability.

   2. Suction groups that have a design saturated suction temperature of 30°F (-1.1°C) or higher, suction groups that comprise the high stage of a two-stage or cascade system, or suction groups that primarily serve chillers for secondary cooling fluids.

2. Liquid subcooling shall be provided for all low-temperature compressor systems with a design cooling capacity equal to or greater than 100,000 Btu (29.3 kW) with a design-saturated suction temperature of -10°F (-23°C) or lower. The sub-cooled liquid temperature shall be controlled at a maximum temperature setpoint of 50°F (10°C) at the exit of the subcooler using either compressor economizer (inter-stage) ports or a separate compressor suction group operating at a saturated suction temperature of 18°F (-7.8°C) or higher.

   2.1. Insulation for liquid lines with a fluid operating temperature less than 60°F (15.6°C) shall comply with Table C403.11.3.

3. Compressors that incorporate internal or external crankcase heaters shall provide a means to cycle the heaters off during compressor operation.

C403.12 Construction of HVAC system elements. Ducts, plenums, piping and other elements that are part of an HVAC system shall be constructed and insulated in accordance with Sections C403.12.1 through C403.12.3.1.

TABLE C403.11.2.1(3)
WALK-IN COOLER AND FREEZER REFRIGERATION SYSTEM EFFICIENCY REQUIREMENTS

CLASS DESCRIPTOR	CLASS	MINIMUM ANNUAL WALK-IN ENERGY FACTOR AWEF (Btu/W-h)[a]	TEST PROCEDURE
Dedicated condensing, medium temperature, indoor system	DC.M.I	5.61	AHRI 1250
Dedicated condensing, medium temperature, outdoor system	DC.M.O	7.60	
Dedicated condensing, low temperature, indoor system, net capacity (q_{net}) < 6,500 Btu/h	DC.L.I, < 6,500	$9.091 \times 10^{-5} \times q_{net} + 1.81$	
Dedicated condensing, low temperature, indoor system, net capacity (q_{net}) ≥ 6,500 Btu/h	DC.L.I, ≥ 6,500	2.40	
Dedicated condensing, low temperature, outdoor system, net capacity (q_{net}) < 6,500 Btu/h	DC.L.O, < 6,500	$6.522 \times 10^{-5} \times q_{net} + 2.73$	
Dedicated condensing, low temperature, outdoor system, net capacity (q_{net}) ≥ 6,500 Btu/h	DC.L.O, ≥ 6,500	3.15	
Unit cooler, medium	UC.M	9.00	
Unit cooler, low temperature, net capacity (q_{net}) < 15,500 Btu/h	UC.L, < 15,500	$1.575 \times 10^{-5} \times q_{net} + 3.91$	
Unit cooler, low temperature, net capacity (q_{net}) ≥ 15,500 Btu/h	UC.L, ≥ 15,500	4.15	

For SI: 1 British thermal unit per hour = 0.2931 W.

a. q_{net} is net capacity (Btu/h) as determined in accordance with AHRI 1250.

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TABLE C403.11.1
MINIMUM EFFICIENCY REQUIREMENTS: COMMERCIAL REFRIGERATORS AND FREEZERS AND REFRIGERATION

EQUIPMENT CATEGORY	CONDENSING UNIT CONFIGURATION	EQUIPMENT FAMILY	RATING TEMP., °F	OPERATING TEMP., °F	EQUIPMENT CLASSIFICATION[a, c]	MAXIMUM DAILY ENERGY CONSUMPTION, kWh/day[d, e]	TEST STANDARD
Remote condensing commercial refrigerators and commercial freezers	Remote (RC)	Vertical open (VOP)	38 (M)	≥ 32	VOP.RC.M	0.64 × TDA + 4.07	AHRI 1200
			0 (L)	< 32	VOP.RC.L	2.20 × TDA + 6.85	
		Semivertical open (SVO)	38 (M)	≥ 32	SVO.RC.M	0.66 × TDA + 3.18	
			0 (L)	< 32	SVO.RC.L	2.20 × TDA + 6.85	
		Horizontal open (HZO)	38 (M)	≥ 32	HZO.RC.M	0.35 × TDA + 2.88	
			0 (L)	< 32	HZO.RC.L	0.55 × TDA + 6.88	
		Vertical closed transparent (VCT)	38 (M)	≥ 32	VCT.RC.M	0.15 × TDA + 1.95	
			0 (L)	< 32	VCT.RC.L	0.49 × TDA + 2.61	
		Horizontal closed transparent (HCT)	38 (M)	≥ 32	HCT.RC.M	0.16 × TDA + 0.13	
			0 (L)	< 32	HCT.RC.L	0.34 × TDA + 0.26	
		Vertical closed solid (VCS)	38 (M)	≥ 32	VCS.RC.M	0.10 × V + 0.26	
			0 (L)	< 32	VCS.RC.L	0.21 × V + 0.54	
		Horizontal closed solid (HCS)	38 (M)	≥ 32	HCS.RC.M	0.10 × V + 0.26	
			0 (L)	< 32	HCS.RC.L	0.21 × V + 0.54	
		Service over counter (SOC)	38 (M)	≥ 32	SOC.RC.M	0.44 × TDA + 0.11	
			0 (L)	< 32	SOC.RC.L	0.93 × TDA + 0.22	
Self-contained commercial refrigerators and commercial freezers with and without doors	Self-contained (SC)	Vertical open (VOP)	38 (M)	≥ 32	VOP.SC.M	1.69 × TDA + 4.71	AHRI 1200
			0 (L)	< 32	VOP.SC.L	4.25 × TDA + 11.82	
		Semivertical open (SVO)	38 (M)	≥ 32	SVO.SC.M	1.70 × TDA + 4.59	
			0 (L)	< 32	SVO.SC.L	4.26 × TDA + 11.51	
		Horizontal open (HZO)	38 (M)	≥ 32	HZO.SC.M	0.72 × TDA + 5.55	
			0 (L)	< 32	HZO.RC.L	1.90 × TDA + 7.08	
		Vertical closed transparent (VCT)	38 (M)	≥ 32	VCT.SC.M	0.10 × V + 0.86	
			0 (L)	< 32	VCT.SC.L	0.29 × V + 2.95	
		Vertical closed solid (VCS)	38 (M)	≥ 32	VCS.SC.M	0.05 × V + 1.36	
			0 (L)	< 32	VCS.SC.L	0.22 × V + 1.38	
		Horizontal closed transparent (HCT)	38 (M)	≥ 32	HCT.SC.M	0.06 × V + 0.37	
			0 (L)	< 32	HCT.SC.L	0.08 × V + 1.23	
		Horizontal closed solid (HCS)	38 (M)	≥ 32	HCS.SC.M	0.05 × V + 0.91	
			0 (L)	< 32	HCS.SC.L	0.06 × V + 1.12	
		Service over counter (SOC)	38 (M)	≥ 32	SOC.SC.M	0.52 × TDA + 1.00	
			0 (L)	< 32	SOC.SC.L	1.10 × TDA + 2.10	

(continued)

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TABLE C403.11.1—continued
MINIMUM EFFICIENCY REQUIREMENTS: COMMERCIAL REFRIGERATORS AND FREEZERS AND REFRIGERATION

EQUIPMENT CATEGORY	CONDENSING UNIT CONFIGURATION	EQUIPMENT FAMILY	RATING TEMP., °F	OPERATING TEMP., °F	EQUIPMENT CLASSIFICATION[a, c]	MAXIMUM DAILY ENERGY CONSUMPTION, kWh/day[d, e]	TEST STANDARD
Self-contained commercial refrigerators with transparent doors for pull-down temperature applications	Self-contained (SC)	Pull-down (PD)	38 (M)	≥ 32	PD.SC.M	0.11 × V + 0.81	AHRI 1200
Commercial ice cream freezers	Remote (RC)	Vertical open (VOP)	-15 (I)	≤ -5[b]	VOP.RC.I	2.79 × TDA + 8.70	AHRI 1200
		Semivertical open (SVO)			SVO.RC.I	2.79 × TDA + 8.70	
		Horizontal open (HZO)			HZO.RC.I	0.70 × TDA + 8.74	
		Vertical closed transparent (VCT)			VCT.RC.I	0.58 × TDA + 3.05	
		Horizontal closed transparent (HCT)			HCT.RC.I	0.40 × TDA + 0.31	
		Vertical closed solid (VCS)			VCS.RC.I	0.25 × V + 0.63	
		Horizontal closed solid (HCS)			HCS.RC.I	0.25 × V + 0.63	
		Service over counter (SOC)			SOC.RC.I	1.09 × TDA + 0.26	
	Self-contained (SC)	Vertical open (VOP)			VOP.SC.I	5.40 × TDA + 15.02	AHRI 1200
		Semivertical open (SVO)			SVO.SC.I	5.41 × TDA + 14.63	
		Horizontal open (HZO)			HZO.SC.I	2.42 × TDA + 9.00	
		Vertical closed transparent (VCT)			VCT.SC.I	0.62 × TDA + 3.29	
		Horizontal closed transparent (HCT)			HCT.SC.I	0.56 × TDA + 0.43	
		Vertical closed solid (VCS)			VCS.SC.I	0.34 × V + 0.88	
		Horizontal closed solid (HCS)			HCS.SC.I	0.34 × V + 0.88	
		Service over counter (SOC)			SOC.SC.I	1.53 × TDA + 0.36	

For SI: 1 square foot = 0.0929 m^2, 1 cubic foot = 0.02832 m^3, °C = (°F – 32)/1.8.

a. The meaning of the letters in this column is indicated in the columns to the left.

b. Ice cream freezer is defined in DOE 10 CFR 431.62 as a commercial freezer that is designed to operate at or below -5 °F and that the manufacturer designs, markets or intends for the storing, displaying or dispensing of ice cream.

c. Equipment class designations consist of a combination [in sequential order separated by periods (AAA).(BB).(C)] of the following:
- (AAA)—An equipment family code (VOP = vertical open, SVO = semivertical open, HZO = horizontal open, VCT = vertical closed transparent doors, VCS = vertical closed solid doors, HCT = horizontal closed transparent doors, HCS = horizontal closed solid doors, and SOC = service over counter);
- (BB)—An operating mode code (RC = remote condensing and SC = self-contained); and
- (C)—A rating temperature code [M = medium temperature (38°F), L = low temperature (0°F), or I = ice cream temperature (-15°F)].
- For example, "VOP.RC.M" refers to the "vertical open, remote condensing, medium temperature" equipment class.

d. V is the volume of the case (ft^3) as measured in AHRI 1200, Appendix C.

e. TDA is the total display area of the case (ft^2) as measured in AHRI 1200, Appendix D.

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C403.12.1 Duct and plenum insulation and sealing. Supply and return air ducts and plenums shall be insulated with not less than R-6 insulation where located in unconditioned spaces and where located outside the building with not less than R-8 insulation in *Climate Zones* 0 through 4 and not less than R-12 insulation in *Climate Zones* 5 through 8. Ducts located underground beneath buildings shall be insulated as required in this section or have an equivalent *thermal distribution efficiency*. Underground ducts utilizing the *thermal distribution efficiency* method shall be *listed* and *labeled* to indicate the *R*-value equivalency. Where located within a building envelope assembly, the duct or plenum shall be separated from the building exterior or unconditioned or exempt spaces by not less than R-8 insulation in *Climate Zones* 0 through 4 and not less than R-12 insulation in *Climate Zones* 5 through 8.

Exceptions:

1. Where located within equipment.
2. Where the design temperature difference between the interior and exterior of the duct or plenum is not greater than 15°F (8°C).

Ducts, air handlers and filter boxes shall be sealed. Joints and seams shall comply with Section 603.9 of the *International Mechanical Code*.

C403.12.2 Duct construction. Ductwork shall be constructed and erected in accordance with the *International Mechanical Code*.

C403.12.2.1 Low-pressure duct systems. Longitudinal and transverse joints, seams and connections of supply and return ducts operating at a static pressure less than or equal to 2 inches water gauge (w.g.) (498 Pa) shall be securely fastened and sealed with welds, gaskets, mastics (adhesives), mastic-plus-embedded-fabric systems or tapes installed in accordance with the manufacturer's instructions. Pressure classifications specific to the duct system shall be clearly indicated on the construction documents in accordance with the *International Mechanical Code*.

Exception: Locking-type longitudinal joints and seams, other than the snap-lock and button-lock types, need not be sealed as specified in this section.

C403.12.2.2 Medium-pressure duct systems. Ducts and plenums designed to operate at a static pressure greater than 2 inches water gauge (w.g.) (498 Pa) but less than 3 inches w.g. (747 Pa) shall be insulated and sealed in accordance with Section C403.12.1. Pressure classifications specific to the duct system shall be clearly indicated on the construction documents in accordance with the *International Mechanical Code.*

C403.12.2.3 High-pressure duct systems. Ducts and plenums designed to operate at static pressures equal to or greater than 3 inches water gauge (747 Pa) shall be insulated and sealed in accordance with Section C403.12.1. In addition, ducts and plenums shall be leak tested in accordance with the SMACNA HVAC Air Duct Leakage Test Manual and shown to have a rate of air leakage (CL) less than or equal to 4.0 as determined in accordance with Equation 4-8.

$$CL = F/P^{0.65} \qquad \textbf{(Equation 4-8)}$$

where:

F = The measured leakage rate in cfm per 100 square feet (9.3 m^2) of duct surface.

P = The static pressure of the test.

Documentation shall be furnished demonstrating that representative sections totaling not less than 25 percent of the duct area have been tested and that all tested sections comply with the requirements of this section.

C403.12.3 Piping insulation. Piping serving as part of a heating or cooling system shall be thermally insulated in accordance with Table C403.12.3.

Exceptions:

1. Factory-installed piping within HVAC equipment tested and rated in accordance with a test procedure referenced by this code.
2. Factory-installed piping within room fan-coils and unit ventilators tested and rated according to AHRI 440 (except that the sampling and variation provisions of Section 6.5 shall not apply) and AHRI 840, respectively.
3. Piping that conveys fluids that have a design operating temperature range between 60°F (15°C) and 105°F (41°C).
4. Piping that conveys fluids that have not been heated or cooled through the use of fossil fuels or electric power.
5. Strainers, control valves, and balancing valves associated with piping 1 inch (25 mm) or less in diameter.
6. Direct buried piping that conveys fluids at or below 60°F (15°C).
7. In radiant heating systems, sections of piping intended by design to radiate heat.

C403.12.3.1 Protection of piping insulation. Piping insulation exposed to the weather shall be protected from damage, including that caused by sunlight, moisture, equipment maintenance and wind, and shall provide shielding from solar radiation that can cause degradation of the material. Adhesive tape shall not be permitted.

C403.13 Mechanical systems located outside of the building thermal envelope. Mechanical systems providing heat outside of the thermal envelope of a building shall comply with Sections C403.13.1 through C403.13.3.

C403.13.1 Heating outside a building. Systems installed to provide heat outside a building shall be radiant systems.

Such heating systems shall be controlled by an occupancy sensing device or a timer switch, so that the system is automatically de-energized when occupants are not present.

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C403.13.2 Snow- and ice-melt system controls. Snow- and ice-melting systems shall include automatic controls configured to shut off the system when the pavement temperature is above 50°F (10°C) and precipitation is not falling, and an automatic or manual control that is configured to shut off when the outdoor temperature is above 40°F (4°C).

C403.13.3 Freeze protection system controls. Freeze protection systems, such as heat tracing of outdoor piping and heat exchangers, including self-regulating heat tracing, shall include automatic controls configured to shut off the systems when outdoor air temperatures are above 40°F (4°C) or when the conditions of the protected fluid will prevent freezing.

C403.14 Operable opening interlocking controls. The heating and cooling systems shall have controls that will interlock these mechanical systems to the set temperatures of 90ºF (32ºC) for cooling and 55ºF (12.7ºC) for heating when the conditions of Section C402.5.8 exist. The controls shall configure to shut off the systems entirely when the outdoor temperatures are below 90ºF (32ºC) or above 55ºF (12.7ºC).

SECTION C404
SERVICE WATER HEATING

C404.1 General. This section covers the minimum efficiency of, and controls for, service water-heating equipment and insulation of service hot water piping.

C404.2 Service water-heating equipment performance efficiency. Water-heating equipment and hot water storage tanks shall meet the requirements of Table C404.2. The efficiency shall be verified through data furnished by the manufacturer of the equipment or through certification under an *approved* certification program. Water-heating equipment intended to be used to provide space heating shall meet the applicable provisions of Table C404.2.

C404.2.1 High input service water-heating systems. Gas-fired water-heating equipment installed in new buildings shall be in compliance with this section. Where a singular piece of water-heating equipment serves the entire building and the input rating of the equipment is 1,000,000 Btu/h (293 kW) or greater, such equipment shall have a thermal efficiency, E_t, of not less than 92 percent. Where multiple pieces of water-heating equipment serve the building and the combined input rating of the water-heating equipment is 1,000,000 Btu/h (293 kW) or greater, the combined input-capacity-weighted-average thermal efficiency, E_t, shall be not less than 90 percent.

Exceptions:

1. Where not less than 25 percent of the annual service water-heating requirement is provided by *on-site renewable energy* or site-recovered energy, the minimum thermal efficiency requirements of this section shall not apply.
2. The input rating of water heaters installed in individual dwelling units shall not be required to be included in the total input rating of service water-heating equipment for a building.
3. The input rating of water heaters with an input rating of not greater than 100,000 Btu/h (29.3 kW) shall not be required to be included in the total input rating of service water-heating equipment for a building.

TABLE C403.12.3
MINIMUM PIPE INSULATION THICKNESS (in inches)[a, c]

FLUID OPERATING TEMPERATURE RANGE AND USAGE (°F)	INSULATION CONDUCTIVITY		NOMINAL PIPE OR TUBE SIZE (inches)				
	Conductivity Btu × in./(h × ft² × °F)[b]	Mean Rating Temperature, °F	< 1	1 to < 1 1/2	1 1/2 to < 4	4 to < 8	> 8
> 350	0.32–0.34	250	4.5	5.0	5.0	5.0	5.0
251–350	0.29–0.32	200	3.0	4.0	4.5	4.5	4.5
201–250	0.27–0.30	150	2.5	2.5	2.5	3.0	3.0
141–200	0.25–0.29	125	1.5	1.5	2.0	2.0	2.0
105–140	0.21–0.28	100	1.0	1.0	1.5	1.5	1.5
40–60	0.21–0.27	75	0.5	0.5	1.0	1.0	1.0
< 40	0.20–0.26	50	0.5	1.0	1.0	1.0	1.5

For SI: 1 inch = 25.4 mm, °C = [(°F) – 32]/1.8.

a. For piping smaller than 1 1/2 inches and located in partitions within conditioned spaces, reduction of these thicknesses by 1 inch shall be permitted (before thickness adjustment required in Note b) but not to a thickness less than 1 inch.

b. For insulation outside the stated conductivity range, the minimum thickness (T) shall be determined as follows:

$T = r[(1 + t/r)^{K/k} - 1]$

where:

T = Minimum insulation thickness.

r = Actual outside radius of pipe.

t = Insulation thickness listed in the table for applicable fluid temperature and pipe size.

K = Conductivity of alternate material at mean rating temperature indicated for the applicable fluid temperature (Btu × in/h × ft² × °F).

k = The upper value of the conductivity range listed in the table for the applicable fluid temperature.

c. For direct-buried heating and hot water system piping, reduction of these thicknesses by 1 1/2 inches (38 mm) shall be permitted (before thickness adjustment required in Note b but not to thicknesses less than 1 inch.

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TABLE C404.2
MINIMUM PERFORMANCE OF WATER-HEATING EQUIPMENT

EQUIPMENT TYPE	SIZE CATEGORY (input)	SUBCATEGORY OR RATING CONDITION	PERFORMANCE REQUIRED[a, b]	TEST PROCEDURE
Water heaters, electric	≤ 12 kW[d]	Tabletop[e], ≥ 20 gallons and ≤ 120 gallons	0.93 – 0.00132V, EF	DOE 10 CFR Part 430
		Resistance ≥ 20 gallons and ≤ 55 gallons	0.960 – 0.0003V, EF	
		Grid-enabled[f] > 75 gallons and ≤ 120 gallons	1.061 – 0.00168V, EF	
	> 12 kW	Resistance	$(0.3 + 27/V_m)$, %/h	ANSI Z21.10.3
	≤ 24 amps and ≤ 250 volts	Heat pump > 55 gallons and ≤ 120 gallons	2.057 – 0.00113V, EF	DOE 10 CFR Part 430
Storage water heaters, gas	≤ 75,000 Btu/h	≥ 20 gallons and > 55 gallons	0.675 – 0.0015V, EF	DOE 10 CFR Part 430
		> 55 gallons and ≤ 100 gallons	0.8012 – 0.00078V, EF	
	> 75,000 Btu/h and ≤ 155,000 Btu/h	< 4,000 Btu/h/gal	80% E_t	ANSI Z21.10.3
	> 155,000 Btu/h	< 4,000 Btu/h/gal	80% E_t $(Q/800 + 110\sqrt{V})SL$, Btu/h	
Instantaneous water heaters, gas	> 50,000 Btu/h and < 200,000 Btu/h[c]	≥ 4,000 Btu/h/gal and < 2 gal	0.82 – 0.00 19V, EF	DOE 10 CFR Part 430
	≥ 200,000 Btu/h	≥ 4,000 Btu/h/gal and < 10 gal	80% E_t	ANSI Z21.10.3
	≥ 200,000 Btu/h	≥ 4,000 Btu/h/gal and ≥ 10 gal	80% E_t $(Q/800 + 110\sqrt{V})SL$, Btu/h	
Storage water heaters, oil	≤ 105,000 Btu/h	≥ 20 gal and ≤ 50 gallons	0.68 – 0.0019V, EF	DOE 10 CFR Part 430
	≥ 105,000 Btu/h	< 4,000 Btu/h/gal	80% E_t $(Q/800 + 110\sqrt{V})SL$, Btu/h	ANSI Z21.10.3
Instantaneous water heaters, oil	≤ 210,000 Btu/h	≥ 4,000 Btu/h/gal and < 2 gal	0.59 – 0.0019V, EF	DOE 10 CFR Part 430
	> 210,000 Btu/h	≥ 4,000 Btu/h/gal and < 10 gal	80% E_t	ANSI Z21.10.3
	> 210,000 Btu/h	≥ 4,000 Btu/h/gal and ≥ 10 gal	78% E_t $(Q/800 + 110\sqrt{V})SL$, Btu/h	
Hot water supply boilers, gas and oil	≥ 300,000 Btu/h and < 12,500,000 Btu/h	≥ 4,000 Btu/h/gal and < 10 gal	80% E_t	ANSI Z21.10.3
Hot water supply boilers, gas	≥ 300,000 Btu/h and < 12,500,000 Btu/h	≥ 4,000 Btu/h/gal and ≥ 10 gal	80% E_t $(Q/800 + 110\sqrt{V})SL$, Btu/h	
Hot water supply boilers, oil	> 300,000 Btu/h and < 12,500,000 Btu/h	> 4,000 Btu/h/gal and > 10 gal	78% E_t $(Q/800 + 110\sqrt{V})SL$, Btu/h	
Pool heaters, gas and oil	All	—	82% E_t	ASHRAE 146
Heat pump pool heaters	All	—	4.0 COP	AHRI 1160
Unfired storage tanks	All	—	Minimum insulation requirement R-12.5 (h × ft² × °F)/Btu	(none)

(continued)

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TABLE C404.2—continued
MINIMUM PERFORMANCE OF WATER-HEATING EQUIPMENT

For SI: 1 foot = 304.8 mm, 1 square foot = 0.0929 m^2, °C = [(°F) – 32]/1.8, 1 British thermal unit per hour = 0.2931 W, 1 gallon = 3.785 L, 1 British thermal unit per hour per gallon = 0.078 W/L.

a. Energy factor (EF) and thermal efficiency (E_t) are minimum requirements. In the EF equation, V is the rated volume in gallons.

b. Standby loss (SL) is the maximum Btu/h based on a nominal 70°F temperature difference between stored water and ambient requirements. In the SL equation, Q is the nameplate input rate in Btu/h. In the equations for electric water heaters, V is the rated volume in gallons and V_m is the measured volume in gallons. In the SL equation for oil and gas water heaters and boilers, V is the rated volume in gallons.

c. Instantaneous water heaters with input rates below 200,000 Btu/h shall comply with these requirements where the water heater is designed to heat water to temperatures 180°F or higher.

d. Electric water heaters with an input rating of 12 kW (40,950 Btu/h) or less that are designed to heat water to temperatures of 180°F or greater shall comply with the requirements for electric water heaters that have an input rating greater than 12 kW (40,950 Btu/h).

e A tabletop water heater is a water heater that is enclosed in a rectangular cabinet with a flat top surface not more than 3 feet in height.

f. A grid-enabled water heater is an electric-resistance water heater that meets all of the following:

1. Has a rated storage tank volume of more than 75 gallons.
2. Was manufactured on or after April 16, 2015.
3. Is equipped at the point of manufacture with an activation lock.
4. Bears a permanent label applied by the manufacturer that complies with all of the following:
   4.1. Is made of material not adversely affected by water.
   4.2. Is attached by means of nonwater-soluble adhesive.
   4.3. Advises purchasers and end users of the intended and appropriate use of the product with the following notice printed in 16.5 point Arial Narrow Bold font: "IMPORTANT INFORMATION: This water heater is intended only for use as part of an electric thermal storage or demand response program. It will not provide adequate hot water unless enrolled in such a program and activated by your utility company or another program operator. Confirm the availability of a program in your local area before purchasing or installing this product."

C404.3 Heat traps for hot water storage tanks. Storage tank-type water heaters and hot water storage tanks that have vertical water pipes connecting to the inlet and outlet of the tank shall be provided with integral heat traps at those inlets and outlets or shall have pipe-configured heat traps in the piping connected to those inlets and outlets. Tank inlets and outlets associated with solar water heating system circulation loops shall not be required to have heat traps.

C404.4 Insulation of piping. Piping from a water heater to the termination of the heated water fixture supply pipe shall be insulated in accordance with Table C403.12.3. On both the inlet and outlet piping of a storage water heater or heated water storage tank, the piping to a heat trap or the first 8 feet (2438 mm) of piping, whichever is less, shall be insulated. Piping that is heat traced shall be insulated in accordance with Table C403.12.3 or the heat trace manufacturer's instructions. Tubular pipe insulation shall be installed in accordance with the insulation manufacturer's instructions. Pipe insulation shall be continuous except where the piping passes through a framing member. The minimum insulation thickness requirements of this section shall not supersede any greater insulation thickness requirements necessary for the protection of piping from freezing temperatures or the protection of personnel against external surface temperatures on the insulation.

Exception: Tubular pipe insulation shall not be required on the following:

1. The tubing from the connection at the termination of the fixture supply piping to a plumbing fixture or plumbing appliance.
2. Valves, pumps, strainers and threaded unions in piping that is 1 inch (25 mm) or less in nominal diameter.
3. Piping from user-controlled shower and bath mixing valves to the water outlets.
4. Cold-water piping of a demand recirculation water system.
5. Tubing from a hot drinking-water heating unit to the water outlet.
6. Piping at locations where a vertical support of the piping is installed.
7. Piping surrounded by building insulation with a thermal resistance (*R*-value) of not less than R-3.

C404.5 Heated water supply piping. Heated water supply piping shall be in accordance with Section C404.5.1 or C404.5.2. The flow rate through $^1/_4$-inch (6.4 mm) piping shall be not greater than 0.5 gpm (1.9 L/m). The flow rate through $^5/_{16}$-inch (7.9 mm) piping shall be not greater than 1 gpm (3.8 L/m). The flow rate through $^3/_8$-inch (9.5 mm) piping shall be not greater than 1.5 gpm (5.7 L/m).

C404.5.1 Maximum allowable pipe length method. The maximum allowable piping length from the nearest source of heated water to the termination of the fixture supply pipe shall be in accordance with the following. Where the piping contains more than one size of pipe, the largest size of pipe within the piping shall be used for determining the maximum allowable length of the piping in Table C404.5.1.

1. For a public lavatory faucet, use the "Public lavatory faucets" column in Table C404.5.1.
2. For all other plumbing fixtures and plumbing appliances, use the "Other fixtures and appliances" column in Table C404.5.1.

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TABLE C404.5.1
PIPING VOLUME AND MAXIMUM PIPING LENGTHS

NOMINAL PIPE SIZE (inches)	VOLUME (liquid ounces per foot length)	MAXIMUM PIPING LENGTH (feet)	
		Public lavatory faucets	Other fixtures and appliances
1/4	0.33	6	50
5/16	0.5	4	50
3/8	0.75	3	50
1/2	1.5	2	43
5/8	2	1	32
3/4	3	0.5	21
7/8	4	0.5	16
1	5	0.5	13
1 1/4	8	0.5	8
1 1/2	11	0.5	6
2 or larger	18	0.5	4

For SI: 1 inch = 25.4 mm, 1 foot = 304.8 mm, 1 liquid ounce = 0.030 L, 1 gallon = 128 ounces.

C404.5.2 Maximum allowable pipe volume method. The water volume in the piping shall be calculated in accordance with Section C404.5.2.1. Water heaters, circulating water systems and heat trace temperature maintenance systems shall be considered to be sources of heated water.

The volume from the nearest source of heated water to the termination of the fixture supply pipe shall be as follows:

1. For a public lavatory faucet: not more than 2 ounces (0.06 L).
2. For other plumbing fixtures or plumbing appliances; not more than 0.5 gallon (1.89 L).

C404.5.2.1 Water volume determination. The volume shall be the sum of the internal volumes of pipe, fittings, valves, meters and manifolds between the nearest source of heated water and the termination of the fixture supply pipe. The volume in the piping shall be determined from the "Volume" column in Table C404.5.1 or from Table C404.5.2.1. The volume contained within fixture shutoff valves, within flexible water supply connectors to a fixture fitting and within a fixture fitting shall not be included in the water volume determination. Where heated water is supplied by a recirculating system or heat-traced piping, the volume shall include the portion of the fitting on the branch pipe that supplies water to the fixture.

C404.6 Heated-water circulating and temperature maintenance systems. Heated-water circulation systems shall be in accordance with Section C404.6.1. Heat trace temperature maintenance systems shall be in accordance with Section C404.6.2. Controls for hot water storage shall be in accordance with Section C404.6.3. Automatic controls, temperature sensors and pumps shall be in a location with *access*. Manual controls shall be in a location with *ready access*.

C404.6.1 Circulation systems. Heated-water circulation systems shall be provided with a circulation pump. The system return pipe shall be a dedicated return pipe or a cold water supply pipe. Gravity and thermo-syphon circulation systems shall be prohibited. Controls for circulating hot water system pumps shall automatically turn off the pump when the water in the circulation loop is at the desired temperature and when there is not a demand for hot water. The controls shall limit the temperature of the water entering the cold water piping to not greater than 104ºF (40°C).

C404.6.1.1 Demand recirculation controls. Demand recirculation water systems shall have controls that start the pump upon receiving a signal from the action of a user of a fixture or appliance, sensing the presence of a user of a fixture, or sensing the flow of hot or tempered water to a fixture fitting or appliance. **

C404.6.2 Heat trace systems. Electric heat trace systems shall comply with IEEE 515.1. Controls for such systems shall be able to automatically adjust the energy input to the heat tracing to maintain the desired water temperature in the piping in accordance with the times when heated water is used in the occupancy. Heat trace shall be arranged to be turned off automatically when there is not a demand for hot water.

C404.6.3 Controls for hot water storage. The controls on pumps that circulate water between a water heater and a heated-water storage tank shall limit operation of the pump from heating cycle startup to not greater than 5 minutes after the end of the cycle.

TABLE C404.5.2.1
INTERNAL VOLUME OF VARIOUS WATER DISTRIBUTION TUBING

	OUNCES OF WATER PER FOOT OF TUBE								
Nominal Size (inches)	Copper Type M	Copper Type L	Copper Type K	CPVC CTS SDR 11	CPVC SCH 40	CPVC SCH 80	PE-RT SDR 9	Composite ASTM F1281	PEX CTS SDR 9
3/8	1.06	0.97	0.84	N/A	1.17	—	0.64	0.63	0.64
1/2	1.69	1.55	1.45	1.25	1.89	1.46	1.18	1.31	1.18
3/4	3.43	3.22	2.90	2.67	3.38	2.74	2.35	3.39	2.35
1	5.81	5.49	5.17	4.43	5.53	4.57	3.91	5.56	3.91
1 1/4	8.70	8.36	8.09	6.61	9.66	8.24	5.81	8.49	5.81
1 1/2	12.18	11.83	11.45	9.22	13.20	11.38	8.09	13.88	8.09
2	21.08	20.58	20.04	15.79	21.88	19.11	13.86	21.48	13.86

For SI: 1 foot = 304.8 mm, 1 inch = 25.4 mm, 1 liquid ounce = 0.030 L, 1 oz/ft^2 = 305.15 g/m^2.
N/A = Not Available.

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C404.7 Drain water heat recovery units. Drain water heat recovery units shall comply with CSA B55.2. Potable water-side pressure loss shall be less than 10 psi (69 kPa) at maximum design flow. For *Group R* occupancies, the efficiency of drain water heat recovery unit efficiency shall be in accordance with CSA B55.1.

C404.8 Energy consumption of pools and permanent spas. The energy consumption of pools and permanent spas shall be controlled by the requirements in Sections C404.8.1 through C404.8.3.

C404.8.1 Heaters. The electric power to all heaters shall be controlled by an on-off switch that is an integral part of the heater, mounted on the exterior of the heater, or external to and within 3 feet (914 mm) of the heater in a location with *ready access*. Operation of such switch shall not change the setting of the heater thermostat. Such switches shall be in addition to a circuit breaker for the power to the heater. Gas-fired heaters shall not be equipped with continuously burning ignition pilots.

C404.8.2 Time switches. Time switches or other control methods that can automatically turn off and on heaters and pump motors according to a preset schedule shall be installed for heaters and pump motors. Heaters and pump motors that have built-in time switches shall be in compliance with this section.

Exceptions:

1. Where public health standards require 24-hour pump operation.
2. Pumps that operate solar- and waste-heat-recovery pool heating systems.

C404.8.3 Covers. Outdoor heated pools and outdoor permanent spas shall be provided with a vapor-retardant cover or other *approved* vapor-retardant means.

Exception: Where more than 75 percent of the energy for heating, computed over an operating season of not fewer than 3 calendar months, is from a heat pump or an on-site renewable energy system, covers or other vapor-retardant means shall not be required.

C404.9 Portable spas. The energy consumption of electric-powered portable spas shall be controlled by the requirements of APSP 14.

SECTION C405
ELECTRICAL POWER AND LIGHTING SYSTEMS

C405.1 General. Lighting system controls, the maximum lighting power for interior and exterior applications, and electrical energy consumption shall comply with this section. *Sleeping units* shall comply with Section C405.2.5 and with either Section C405.1.1 or C405.3. *General lighting* shall consist of all lighting included when calculating the total connected interior lighting power in accordance with Section C405.3.1 and which does not require specific application controls in accordance with Section C405.2.5.

Transformers, uninterruptable power supplies, motors and electrical power processing equipment in data center systems shall comply with Section 8 of ASHRAE 90.4 in addition to this code.

C405.1.1 Lighting for dwelling units. No less than 90 percent of the permanently installed lighting serving dwelling units, excluding kitchen appliance lighting, shall be provided by lamps with an efficacy of not less than 65 lm/W or luminaires with an efficacy of not less than 45 lm/W, or shall comply with Sections C405.2.4 and C405.3.

C405.2 Lighting controls. Lighting systems shall be provided with controls that comply with one of the following.

1. Lighting controls as specified in Sections C405.2.1 through C405.2.8.
2. Luminaire level lighting controls (LLLC) and lighting controls as specified in Sections C405.2.1, C405.2.5 and C405.2.6. The LLLC luminaire shall be independently capable of:
    2.1. Monitoring occupant activity to brighten or dim lighting when occupied or unoccupied, respectively.
    2.2. Monitoring ambient light, both electric light and daylight, and brighten or dim artificial light to maintain desired light level.
    2.3. For each control strategy, configuration and reconfiguration of performance parameters including; bright and dim setpoints, timeouts, dimming fade rates, sensor sensitivity adjustments, and wireless zoning configurations.

Exceptions: Lighting controls are not required for the following:

1. Areas designated as security or emergency areas that are required to be continuously lighted.
2. Interior exit stairways, interior exit ramps and exit passageways.
3. Emergency egress lighting that is normally off.

C405.2.1 Occupant sensor controls. Occupant *sensor controls* shall be installed to control lights in the following space types:

1. Classrooms/lecture/training rooms.
2. Conference/meeting/multipurpose rooms.
3. Copy/print rooms.
4. Lounges/breakrooms.
5. Enclosed offices.
6. Open plan office areas.
7. Restrooms.
8. Storage rooms.
9. Locker rooms.

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10. Corridors.
11. Warehouse storage areas.
12. Other spaces 300 square feet (28 m^2) or less that are enclosed by floor-to-ceiling height partitions.

Exception: Luminaires that are required to have specific application controls in accordance with Section C405.2.5.

C405.2.1.1 Occupant sensor control function. Occupant sensor controls in warehouses shall comply with Section C405.2.1.2. Occupant sensor controls in open plan office areas shall comply with Section C405.2.1.3. Occupant sensor controls in corridors shall comply with Section C405.2.1.4. Occupant sensor controls for all other spaces specified in Section C405.2.1 shall comply with the following:

1. They shall automatically turn off lights within 20 minutes after all occupants have left the space.
2. They shall be manual on or controlled to automatically turn on the lighting to not more than 50-percent power.
3. They shall incorporate a manual control to allow occupants to turn off lights.

Exception: Full automatic-on controls with no manual control shall be permitted in corridors, interior parking areas, stairways, restrooms, locker rooms, lobbies, library stacks and areas where manual operation would endanger occupant safety or security.

C405.2.1.2 Occupant sensor control function in warehouse storage areas. Lighting in warehouse storage areas shall be controlled as follows:

1. Lighting in each aisleway shall be controlled independently of lighting in all other aisleways and open areas.
2. Occupant sensors shall automatically reduce lighting power within each controlled area to an unoccupied setpoint of not more than 50 percent of full power within 20 minutes after all occupants have left the controlled area.
3. Lights that are not turned off by occupant sensors shall be turned off by time-switch control complying with Section C405.2.2.1.
4. A manual control shall be provided to allow occupants to turn off lights in the space.

C405.2.1.3 Occupant sensor control function in open plan office areas. Occupant sensor controls in open plan office spaces less than 300 square feet (28 m^2) in area shall comply with Section C405.2.1.1. Occupant sensor controls in all other open plan office spaces shall comply with all of the following:

1. The controls shall be configured so that general lighting can be controlled separately in control zones with floor areas not greater than 600 square feet (55 m^2) within the open plan office space.
2. General lighting in each control zone shall be permitted to automatically turn on upon occupancy within the control zone. General lighting in other unoccupied zones within the open plan office space shall be permitted to turn on to not more than 20 percent of full power or remain unaffected.
3. The controls shall automatically turn off general lighting in all control zones within 20 minutes after all occupants have left the open plan office space.

   Exception: Where general lighting is turned off by time-switch control complying with Section C405.2.2.1.
4. General lighting in each control zone shall turn off or uniformly reduce lighting power to an unoccupied setpoint of not more than 20 percent of full power within 20 minutes after all occupants have left the control zone.

C405.2.1.4 Occupant sensor control function in corridors. Occupant sensor controls in corridors shall uniformly reduce lighting power to an occupied setpoint not more than 50 percent of full power within 20 minutes after all occupants have left the space.

Exception: Corridors provided with less than two footcandles of illumination on the floor at the darkest point with all lights on.

C405.2.2 Time-switch controls. Each area of the building that is not provided with *occupant sensor controls* complying with Section C405.2.1.1 shall be provided with *time-switch controls* complying with Section C405.2.2.1.

Exceptions:

1. Luminaires that are required to have specific application controls in accordance with Section C405.2.4.
2. Spaces where patient care is directly provided.
3. Spaces where an automatic shutoff would endanger occupant safety or security.
4. Lighting intended for continuous operation.
5. Shop and laboratory classrooms.

C405.2.2.1 Time-switch control function. Time-switch *controls* shall comply with all of the following:

1. Automatically turn off lights when the space is scheduled to be unoccupied.
2. Have a minimum 7-day clock.
3. Be capable of being set for seven different day types per week.
4. Incorporate an automatic holiday "shutoff" feature, which turns off all controlled lighting

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loads for not fewer than 24 hours and then resumes normally scheduled operations.

5. Have program backup capabilities, which prevent the loss of program and time settings for not fewer than 10 hours, if power is interrupted.
6. Include an override switch that complies with the following:
   6.1. The override switch shall be a manual control.
   6.2. The override switch, when initiated, shall permit the controlled lighting to remain on for not more than 2 hours.
   6.3. Any individual override switch shall control the lighting for an area not larger than 5,000 square feet (465 m^2).

Exception: Within mall concourses, auditoriums, sales areas, manufacturing facilities and sports arenas:

1. The time limit shall be permitted to be greater than 2 hours, provided that the switch is a captive key device.
2. The area controlled by the override switch shall not be limited to 5,000 square feet (465 m^2) provided that such area is less than 20,000 square feet (1860 m^2).

* **C405.2.3 Light-reduction controls.** Where not provided with occupant sensor controls complying with Section C405.2.1.1, general lighting shall be provided with light-reduction controls complying with Section C405.2.3.1.

Exceptions:

1. Luminaires controlled by daylight responsive controls complying with Section C405.2.4.
2. Luminaires controlled by special application controls complying with Section C405.2.5.
3. Where provided with manual control, the following areas are not required to have light-reduction control:
   3.1. Spaces that have only one luminaire with a rated power of less than 60 watts.
   3.2. Spaces that use less than 0.45 watts per square foot (4.9 W/m²).
   3.3. Corridors, lobbies, electrical rooms and/or mechanical rooms.

** **C405.2.3.1 Light-reduction control function.** Spaces required to have light-reduction controls shall have a *manual control* that allows the occupant to reduce the connected lighting load by not less than 50 percent in a reasonably uniform illumination pattern with an intermediate step in addition to full on or off, or with continuous dimming control, using one of the following or another *approved* method:

1. Continuous dimming of all luminaires from full output to less than 20 percent of full power.
2. Switching all luminaires to a reduced output of not less than 30 percent and not more than 70 percent of full power.
3. Switching alternate luminaires or alternate rows of luminaires to achieve a reduced output of not less than 30 percent and not more than 70 percent of full power.

** **C405.2.4 Daylight-responsive controls.** *Daylight-responsive controls* complying with Section C405.2.4.1 shall be provided to control the general lighting within *daylight zones* in the following spaces:

1. Spaces with a total of more than 150 watts of *general lighting* within primary sidelit daylight zones complying with Section C405.2.4.2.
2. Spaces with a total of more than 300 watts of *general lighting* within sidelit daylight zones complying with Section C405.2.4.2.
3. Spaces with a total of more than 150 watts of *general lighting* within toplit daylight zones complying with Section C405.2.4.3.

Exceptions: Daylight responsive controls are not required for the following:

1. Spaces in health care facilities where patient care is directly provided.
2. Sidelit daylight zones on the first floor above grade in Group A-2 and Group M occupancies.
3. New buildings where the total connected lighting power calculated in accordance with Section C405.3.1 is not greater than the adjusted interior lighting power allowance (LPA_{adj}) calculated in accordance with Equation 4-9.

$$LPA_{adj} = [LPA_{norm} \times (1.0 - 0.4 \times UDZFA / TBFA)] \quad \textbf{(Equation 4-9)}$$

where:

LPA_{adj} = Adjusted building interior lighting power allowance in watts.

LPA_{norm} = Normal building lighting power allowance in watts calculated in accordance with Section C405.3.2 and reduced in accordance with Section C406.3 where Option 2 of Section C406.1 is used to comply with the requirements of Section C406.

$UDZFA$ = Uncontrolled daylight zone floor area is the sum of all sidelit and toplit zones, calculated in accor-

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dance with Sections C405.2.4.2 and C405.2.4.3, that do not have daylight responsive controls.

TBFA = Total building floor area is the sum of all floor areas included in the lighting power allowance calculation in Section C405.3.2.

C405.2.4.1 Daylight-responsive control function. Where required, *daylight-responsive controls* shall be provided within each space for control of lights in that space and shall comply with all of the following:

1. Lights in *toplit daylight zones* in accordance with Section C405.2.4.3 shall be controlled independently of lights in sidelit daylight zones in accordance with Section C405.2.4.2.
2. Lights in the primary sidelit daylight zone shall be controlled independently of lights in the secondary sidelit daylight zone.
3. *Daylight responsive controls* within each space shall be configured so that they can be calibrated from within that space by authorized personnel.
4. Calibration mechanisms shall be in a location with *ready access*.
5. *Daylight responsive controls* shall dim lights continuously from full light output to 15 percent of full light output or lower.
6. *Daylight responsive controls* shall be configured to completely shut off all controlled lights.
7. When occupant sensor controls have reduced the lighting power to an unoccupied setpoint in accordance with Sections C405.2.1.2 through C405.2.1.4, daylight responsive controls shall continue to adjust electric light levels in response to available daylight, but shall be configured to not increase the lighting power above the specified unoccupied setpoint.
8. Lights in *sidelit daylight zones* in accordance with Section C405.2.4.2 facing different cardinal orientations [within 45 degrees (0.79 rad) of due north, east, south, west] shall be controlled independently of each other.

Exceptions:

1. Within each space, up to 150 watts of lighting within the primary sidelit daylight zone is permitted to be controlled together with lighting in a primary sidelit daylight zone facing a different cardinal orientation.
2. Within each space, up to 150 watts of lighting within the secondary sidelit daylight zone is permitted to be controlled together with lighting in a secondary sidelit daylight zone facing a different cardinal orientation.

C405.2.4.2 Sidelit daylight zone. The sidelit daylight zone is the floor area adjacent to vertical *fenestration* that complies with all of the following:

1. Where the fenestration is located in a wall, the sidelit daylight zone shall extend laterally to the nearest full-height wall, or up to 1.0 times the height from the floor to the top of the fenestration, and longitudinally from the edge of the fenestration to the nearest full-height wall, or up to 0.5 times the height from the floor to the top of the fenestration, whichever is less, as indicated in Figure C405.2.4.2(1).
2. Where the fenestration is located in a rooftop monitor, the sidelit daylight zone shall extend laterally to the nearest obstruction that is taller than 0.7 times the ceiling height, or up to 1.0 times the height from the floor to the bottom of the fenestration, whichever is less, and longitudinally from the edge of the fenestration to the nearest obstruction that is taller than 0.7 times the ceiling height, or up to 0.25 times the height from the floor to the bottom of the fenestration, whichever is less, as indicated in Figures C405.2.4.2(2) and C405.2.4.2(3).
3. The secondary sidelit daylight zone is directly adjacent to the primary sidelit daylight zone and shall extend laterally to 2.0 times the height from the floor to the top of the fenestration or to the nearest full height wall, whichever is less, and longitudinally from the edge of the fenestration to the nearest full height wall, or up to 0.5 times the height from the floor to the top of the fenestration, whichever is less, as indicated in Figure C405.2.4.2(1). The area of secondary sidelit zones shall not be considered in the calculation of the daylight zones in Section C402.4.1.1.
4. The area of the fenestration is not less than 24 square feet (2.23 m^2).
5. The distance from the fenestration to any building or geological formation that would block *access to* daylight is greater than one-half of the height from the bottom of the fenestration to the top of the building or geologic formation.
6. The visible transmittance of the fenestration is not less than 0.20.
7. The projection factor (determined in accordance with Equation 4-5) for any overhanging projection that is shading the fenestration is not greater than 1.0 for fenestration oriented 45 degrees or less from true north and not greater than 1.5 for all other orientations.

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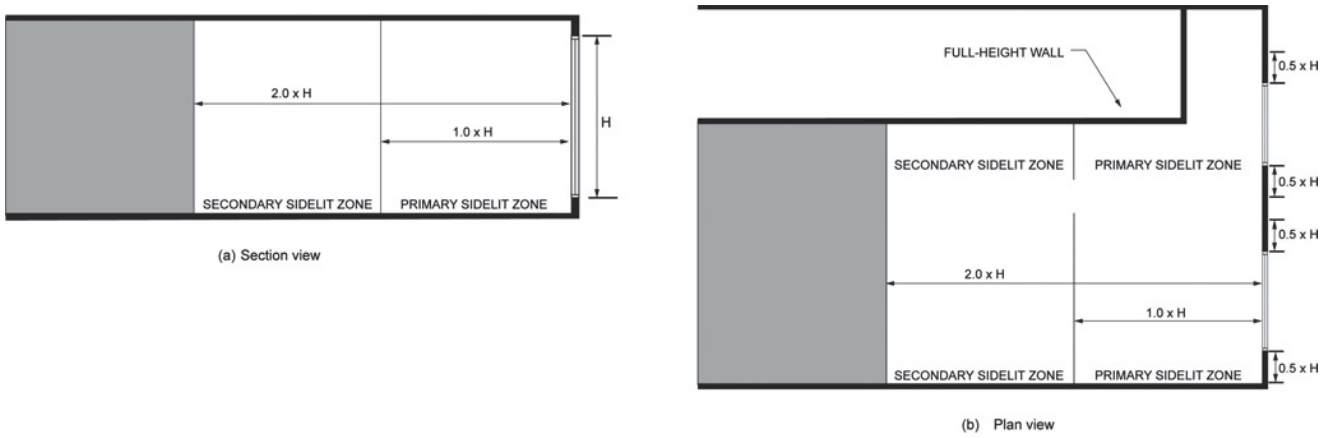
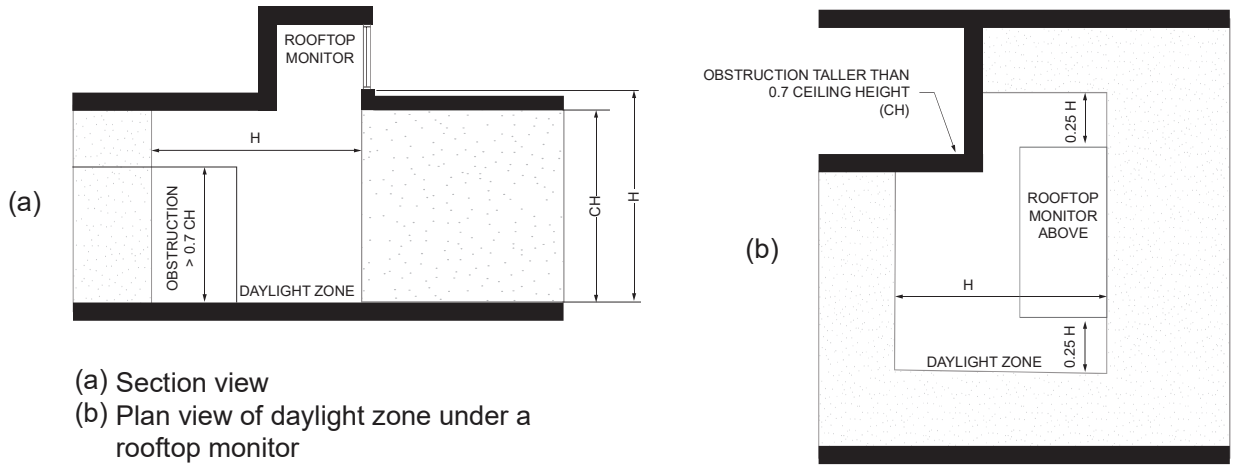
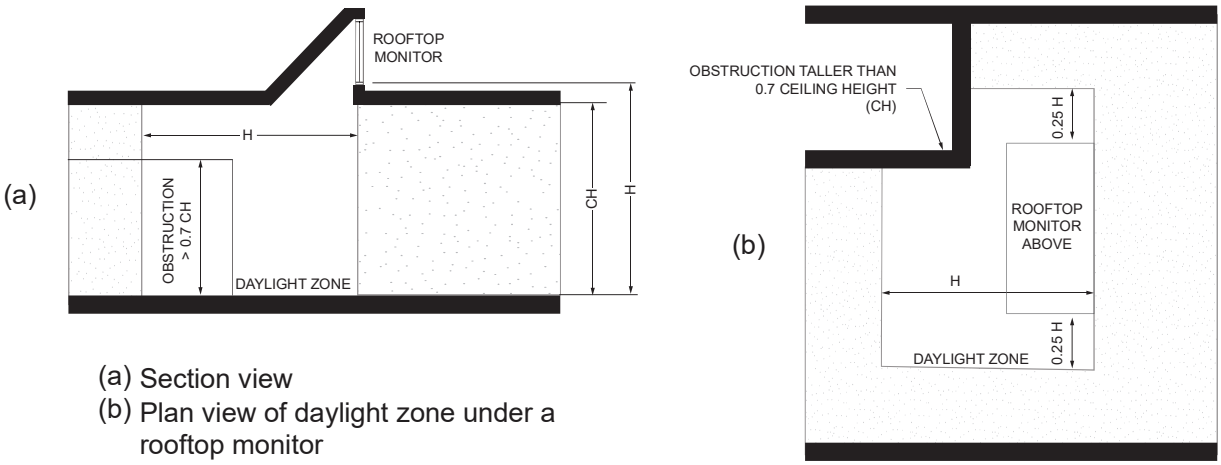


FIGURE C405.2.4.2(1)
PRIMARY AND SECONDARY SIDELIT DAYLIGHT ZONES



(a) Section view
(b) Plan view of daylight zone under a rooftop monitor

FIGURE C405.2.4.2(2)
DAYLIGHT ZONE UNDER A ROOFTOP MONITOR



(a) Section view
(b) Plan view of daylight zone under a rooftop monitor

FIGURE C405.2.4.2(3)
DAYLIGHT ZONE UNDER A SLOPED ROOFTOP MONITOR

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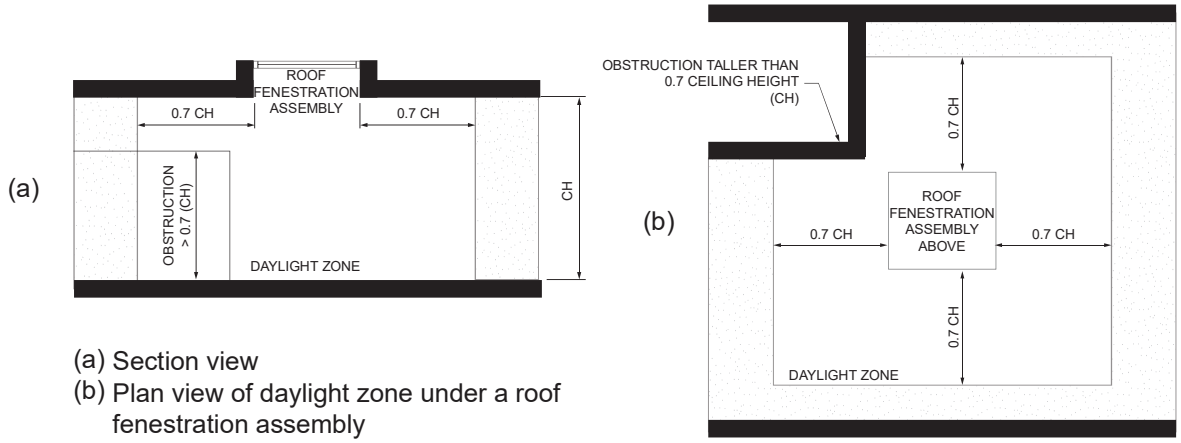
C405.2.4.3 Toplit daylight zone. The *toplit daylight zone* is the floor area underneath a roof fenestration assembly that complies with all of the following:

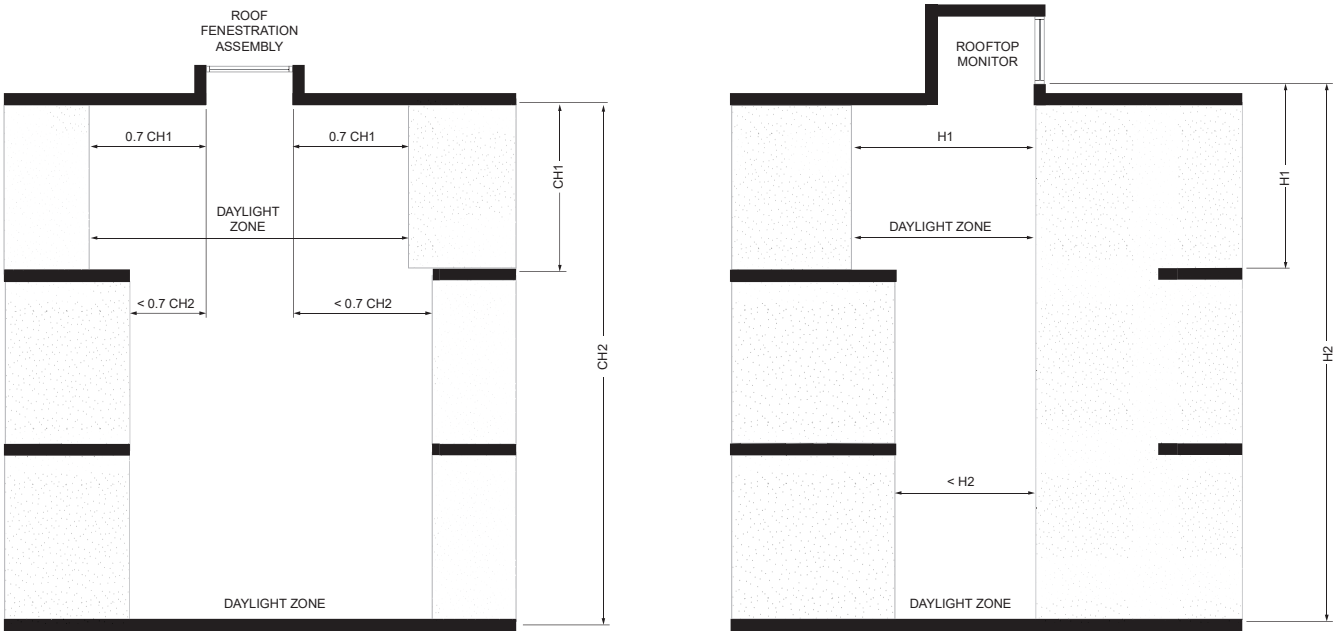
1. The toplit daylight zone shall extend laterally and longitudinally beyond the edge of the roof fenestration assembly to the nearest obstruction that is taller than 0.7 times the ceiling height, or up to 0.7 times the ceiling height, whichever is less, as indicated in Figure C405.2.4.3.
2. Direct sunlight is not blocked from hitting the roof fenestration assembly at the peak solar angle on the summer solstice by buildings or geological formations.
3. The product of the visible transmittance of the roof fenestration assembly and the area of the rough opening of the roof fenestration assembly divided by the area of the *toplit* zone is not less than 0.008.

C405.2.4.4 Atriums. Daylight zones at atrium spaces shall be established at the top floor surrounding the atrium and at the floor of the atrium space, and not on intermediate floors, as indicated in Figure C405.2.4.4.



(a) Section view
(b) Plan view of daylight zone under a roof fenestration assembly

FIGURE C405.2.4.3
TOPLIT DAYLIGHT ZONE



(a) Section view of roof fenestration assembly at atrium

(b) Section view of roof monitor at atrium

C405.2.4.4
DAYLIGHT ZONES AT A MULTISTORY ATRIUM

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C405.2.5 Specific application controls. Specific application controls shall be provided for the following:

1. The following lighting shall be controlled by an occupant sensor complying with Section C405.2.1.1 or a time-switch control complying with Section C405.2.2.1. In addition, a manual control shall be provided to control such lighting separately from the general lighting in the space:
   1.1. Luminaires for which additional lighting power is claimed in accordance with Section C405.3.2.2.1.
   1.2. Display and accent.
   1.3. Lighting in display cases.
   1.4. Supplemental task lighting, including permanently installed under-shelf or under-cabinet lighting.
   1.5. Lighting equipment that is for sale or demonstration in lighting education.
   1.6. Display lighting for exhibits in galleries, museums and monuments that is in addition to *general lighting*.
2. *Sleeping units* shall have control devices or systems that are configured to automatically switch off all permanently installed luminaires and switched receptacles within 20 minutes after all occupants have left the unit.

   Exceptions:

   1. Lighting and switched receptacles controlled by card key controls.
   2. Spaces where patient care is directly provided.
3. Permanently installed luminaires within *dwelling units* shall be provided with controls complying with Section C405.2.1.1 or C405.2.3.1.
4. Lighting for nonvisual applications, such as plant growth and food warming, shall be controlled by a time switch control complying with Section C405.2.2.1 that is independent of the controls for other lighting within the room or space.
5. Task lighting for medical and dental purposes that is in addition to *general lighting* shall be provided with a *manual control*.

C405.2.6 Manual controls. Where required by this code, manual controls for lights shall comply with the following:

1. They shall be in a location with *ready access* to occupants.
2. They shall be located where the controlled lights are visible, or shall identify the area served by the lights and indicate their status.

C405.2.7 Exterior lighting controls. Exterior lighting systems shall be provided with controls that comply with Sections C405.2.7.1 through C405.2.7.4.

Exceptions:

1. Lighting for covered vehicle entrances and exits from buildings and parking structures where required for eye adaptation.
2. Lighting controlled from within dwelling units.

C405.2.7.1 Daylight shutoff. Lights shall be automatically turned off when daylight is present and satisfies the lighting needs.

C405.2.7.2 Building facade and landscape lighting. Building facade and landscape lighting shall automatically shut off from not later than 1 hour after business closing to not earlier than 1 hour before business opening.

C405.2.7.3 Lighting setback. Lighting that is not controlled in accordance with Section C405.2.7.2 shall comply with the following:

1. Be controlled so that the total wattage of such lighting is automatically reduced by not less than 50 percent by selectively switching off or dimming luminaires at one of the following times:
   1.1. From not later than midnight to not earlier than 6 a.m.
   1.2. From not later than one hour after business closing to not earlier than one hour before business opening.
   1.3. During any time where activity has not been detected for 15 minutes or more.
2. Luminaires serving outdoor parking areas and having a rated input wattage of greater than 78 watts and a mounting height of 24 feet (7315 mm) or less above the ground shall be controlled so that the total wattage of such lighting is automatically reduced by not less than 50 percent during any time where activity has not been detected for 15 minutes or more. Not more than 1,500 watts of lighting power shall be controlled together.

C405.2.7.4 Exterior time-switch control function. Time-switch controls for exterior lighting shall comply with the following:

1. They shall have a clock capable of being programmed for not fewer than 7 days.
2. They shall be capable of being set for seven different day types per week.
3. They shall incorporate an automatic holiday setback feature.

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4. They shall have program backup capabilities that prevent the loss of program and time settings for a period of not less than 10 hours in the event that power is interrupted.

C405.2.8 Parking garage lighting control. Parking garage lighting shall be controlled by an *occupant sensor* complying with Section C405.2.1.1 or a *time-switch control* complying with Section C405.2.2.1. Additional lighting controls shall be provided as follows:

1. Lighting power of each luminaire shall be automatically reduced by not less than 30 percent when there is no activity detected within a lighting zone for 20 minutes. Lighting zones for this requirement shall be not larger than 3,600 square feet (334.5 m^2).

   Exception: Lighting zones provided with less than 1.5 footcandles of illumination on the floor at the darkest point with all lights on are not required to have automatic light-reduction controls.

2. Where lighting for eye adaptation is provided at covered vehicle entrances and exits from buildings and parking structures, such lighting shall be separately controlled by a device that automatically reduces lighting power by at least 50 percent from sunset to sunrise.
3. The power to luminaires within 20 feet (6096 mm) of perimeter wall openings shall automatically reduce in response to daylight by at least 50 percent.

Exceptions:

1. Where the opening-to-wall ratio is less than 40 percent as viewed from the interior and encompassing the vertical distance from the driving surface to the lowest structural element.
2. Where the distance from the opening to any exterior daylight blocking obstruction is less than one-half the height from the bottom of the opening or fenestration to the top of the obstruction.
3. Where openings are obstructed by permanent screens or architectural elements restricting daylight entering the interior space.

C405.3 Interior lighting power requirements. A building complies with this section where its total connected interior lighting power calculated under Section C405.3.1 is not greater than the interior lighting power allowance calculated under Section C405.3.2.

C405.3.1 Total connected interior lighting power. The total connected interior lighting power shall be determined in accordance with Equation 4-10.

$$TCLP = [LVL + BLL + LED + TRK + \text{Other}] \quad \textbf{(Equation 4-10)}$$

where:

TCLP = Total connected lighting power (watts).

LVL = For luminaires with lamps connected directly to building power, such as line voltage lamps, the rated wattage of the lamp.

BLL = For luminaires incorporating a ballast or transformer, the rated input wattage of the ballast or transformer when operating that lamp.

LED = For light-emitting diode luminaires with either integral or remote drivers, the rated wattage of the luminaire.

TRK = For lighting track, cable conductor, rail conductor, and plug-in busway systems that allow the addition and relocation of luminaires without rewiring, the wattage shall be one of the following:

1. The specified wattage of the luminaires, but not less than 8 W per linear foot (25 W/lin m).
2. The wattage limit of the permanent current-limiting devices protecting the system.
3. The wattage limit of the transformer supplying the system.

Other = The wattage of all other luminaires and lighting sources not covered previously and associated with interior lighting verified by data supplied by the manufacturer or other *approved* sources.

The connected power associated with the following lighting equipment and applications is not included in calculating total connected lighting power.

1. Television broadcast lighting for playing areas in sports arenas.
2. Emergency lighting automatically off during normal building operation.
3. Lighting in spaces specifically designed for use by occupants with special lighting needs, including those with visual impairment and other medical and age-related issues.
4. Casino gaming areas.
5. Mirror lighting in dressing rooms.
6. Task lighting for medical and dental purposes that is in addition to general lighting.
7. Display lighting for exhibits in galleries, museums and monuments that is in addition to general lighting.
8. Lighting for theatrical purposes, including performance, stage, film production and video production.
9. Lighting for photographic processes.

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10. Lighting integral to equipment or instrumentation and installed by the manufacturer.
11. Task lighting for plant growth or maintenance.
12. Advertising signage or directional signage.
13. Lighting for food warming.
14. Lighting equipment that is for sale.
15. Lighting demonstration equipment in lighting education facilities.
16. Lighting approved because of safety considerations.
17. Lighting in retail display windows, provided that the display area is enclosed by ceiling-height partitions.
18. Furniture-mounted supplemental task lighting that is controlled by automatic shutoff.
19. Exit signs.
20. Antimicrobial lighting used for the sole purpose of disinfecting a space.

C405.3.2 Interior lighting power allowance. The total interior lighting power allowance (watts) for an entire building shall be determined according to Table C405.3.2(1) using the Building Area Method or Table C405.3.2(2) using the Space-by-Space Method. The interior lighting power allowance for projects that involve only portions of a building shall be determined according to Table C405.3.2(2) using the Space-by-Space Method. Buildings with unfinished spaces shall use the Space-by-Space Method.

TABLE C405.3.2(1)
INTERIOR LIGHTING POWER ALLOWANCES: BUILDING AREA METHOD

BUILDING AREA TYPE	LPD (watts/ft^2)
Automotive facility	0.75
Convention center	0.64
Courthouse	0.79
Dining: bar lounge/leisure	0.80
Dining: cafeteria/fast food	0.76
Dining: family	0.71
Dormitory[a, b]	0.53
Exercise center	0.72
Fire station[a]	0.56
Gymnasium	0.76
Health care clinic	0.81
Hospital[a]	0.96
Hotel/Motel[a, b]	0.56
Library	0.83
Manufacturing facility	0.82
Motion picture theater	0.44
Multiple-family[c]	0.45
Museum	0.55
Office	0.64

(continued)

TABLE C405.3.2(1)—continued
INTERIOR LIGHTING POWER ALLOWANCES: BUILDING AREA METHOD

BUILDING AREA TYPE	LPD (watts/ft^2)
Parking garage	0.18
Penitentiary	0.69
Performing arts theater	0.84
Police station	0.66
Post office	0.65
Religious building	0.67
Retail	0.84
School/university	0.72
Sports arena	0.76
Town hall	0.69
Transportation	0.50
Warehouse	0.45
Workshop	0.91

For SI: 1 watt per square foot = 10.76 w/m^2.

a. Where sleeping units are excluded from lighting power calculations by application of Section R404.1, neither the area of the sleeping units nor the wattage of lighting in the sleeping units is counted.

b. Where dwelling units are excluded from lighting power calculations by application of Section R404.1, neither the area of the dwelling units nor the wattage of lighting in the dwelling units is counted.

c. Dwelling units are excluded. Neither the area of the dwelling units nor the wattage of lighting in the dwelling units is counted.

TABLE C405.3.2(2)
INTERIOR LIGHTING POWER ALLOWANCES: SPACE-BY-SPACE METHOD

COMMON SPACE TYPES[a]	LPD (watts/ft^2)
Atrium	
Less than 40 feet in height	0.48
Greater than 40 feet in height	0.60
Audience seating area	
In an auditorium	0.61
In a gymnasium	0.23
In a motion picture theater	0.27
In a penitentiary	0.67
In a performing arts theater	1.16
In a religious building	0.72
In a sports arena	0.33
Otherwise	0.33
Banking activity area	0.61
Breakroom (See Lounge/breakroom)	
Classroom/lecture hall/training room	
In a penitentiary	0.89
Otherwise	0.71
Computer room, data center	0.94
Conference/meeting/multipurpose room	0.97
Copy/print room	0.31

(continued)

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TABLE C405.3.2(2)—continued
INTERIOR LIGHTING POWER ALLOWANCES: SPACE-BY-SPACE METHOD

COMMON SPACE TYPES[a]	LPD (watts/ft²)
Corridor	
In a facility for the visually impaired (and not used primarily by the staff)[b]	0.71
In a hospital	0.71
Otherwise	0.41
Courtroom	1.20
Dining area	
In bar/lounge or leisure dining	0.86
In cafeteria or fast food dining	0.40
In a facility for the visually impaired (and not used primarily by the staff)[b]	1.27
In family dining	0.60
In a penitentiary	0.42
Otherwise	0.43
Electrical/mechanical room	0.43
Emergency vehicle garage	0.52
Food preparation area	1.09
Guestroom[c, d]	0.41
Laboratory	
In or as a classroom	1.11
Otherwise	1.33
Laundry/washing area	0.53
Loading dock, interior	0.88
Lobby	
For an elevator	0.65
In a facility for the visually impaired (and not used primarily by the staff)[b]	1.69
In a hotel	0.51
In a motion picture theater	0.23
In a performing arts theater	1.25
Otherwise	0.84
Locker room	0.52
Lounge/breakroom	
In a healthcare facility	0.42
Otherwise	0.59
Office	
Enclosed	0.74
Open plan	0.61
Parking area, interior	0.15
Pharmacy area	1.66
Restroom	
In a facility for the visually impaired (and not used primarily by the staff[b]	1.26
Otherwise	0.63
Sales area	1.05

TABLE C405.3.2(2)—continued
INTERIOR LIGHTING POWER ALLOWANCES: SPACE-BY-SPACE METHOD

COMMON SPACE TYPES[a]	LPD (watts/ft²)
Seating area, general	0.23
Stairwell	0.49
Storage room	0.38
Vehicular maintenance area	0.60
Workshop	1.26
BUILDING TYPE SPECIFIC SPACE TYPES[a]	**LPD (watts/ ft²)**
Automotive (see Vehicular maintenance area)	
Convention Center—exhibit space	0.61
Dormitory—living quarters[c, d]	0.50
Facility for the visually impaired[b]	
In a chapel (and not used primarily by the staff)	0.70
In a recreation room (and not used primarily by the staff)	1.77
Fire Station—sleeping quarters[c]	0.23
Gymnasium/fitness center	
In an exercise area	0.90
In a playing area	0.85
Healthcare facility	
In an exam/treatment room	1.40
In an imaging room	0.94
In a medical supply room	0.62
In a nursery	0.92
In a nurse's station	1.17
In an operating room	2.26
In a patient room[c]	0.68
In a physical therapy room	0.91
In a recovery room	1.25
Library	
In a reading area	0.96
In the stacks	1.18
Manufacturing facility	
In a detailed manufacturing area	0.80
In an equipment room	0.76
In an extra-high-bay area (greater than 50 feet floor-to-ceiling height)	1.42
In a high-bay area (25–50 feet floor-to-ceiling height)	1.24
In a low-bay area (less than 25 feet floor-to-ceiling height)	0.86
Museum	
In a general exhibition area	0.31
In a restoration room	1.10
Performing arts theater—dressing room	0.41
Post office—sorting area	0.76

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TABLE C405.3.2(2)—continued
INTERIOR LIGHTING POWER ALLOWANCES: SPACE-BY-SPACE METHOD

COMMON SPACE TYPES[a]	LPD (watts/ft²)
Religious buildings	
In a fellowship hall	0.54
In a worship/pulpit/choir area	0.85
Retail facilities	
In a dressing/fitting room	0.51
In a mall concourse	0.82
Sports arena—playing area	
For a Class I facility[e]	2.94
For a Class II facility[f]	2.01
For a Class III facility[g]	1.30
For a Class IV facility[h]	0.86
Transportation facility	
At a terminal ticket counter	0.51
In a baggage/carousel area	0.39
In an airport concourse	0.25
Warehouse—storage area	
For medium to bulky, palletized items	0.33
For smaller, hand-carried items	0.69

For SI: 1 foot = 304.8 mm, 1 watt per square foot = 10.76 w/m^2.

a. In cases where both a common space type and a building area specific space type are listed, the building area specific space type shall apply.
b. A 'Facility for the Visually Impaired' is a facility that is licensed or will be licensed by local or state authorities for senior long-term care, adult daycare, senior support or people with special visual needs.
c. Where sleeping units are excluded from lighting power calculations by application of Section R404.1, neither the area of the sleeping units nor the wattage of lighting in the sleeping units is counted.
d. Where dwelling units are excluded from lighting power calculations by application of Section R404.1, neither the area of the dwelling units nor the wattage of lighting in the dwelling units is counted.
e. Class I facilities consist of professional facilities; and semiprofessional, collegiate, or club facilities with seating for 5,000 or more spectators.
f. Class II facilities consist of collegiate and semiprofessional facilities with seating for fewer than 5,000 spectators; club facilities with seating for between 2,000 and 5,000 spectators; and amateur league and high school facilities with seating for more than 2,000 spectators.
g. Class III facilities consist of club, amateur league and high school facilities with seating for 2,000 or fewer spectators.
h. Class IV facilities consist of elementary school and recreational facilities; and amateur league and high school facilities without provision for spectators.

C405.3.2.1 Building Area Method. For the Building Area Method, the interior lighting power allowance is calculated as follows:

1. For each building area type inside the building, determine the applicable building area type and the allowed lighting power density for that type from Table C405.3.2(1). For building area types not listed, select the building area type that most closely represents the use of that area. For the purposes of this method, an "area" shall be defined as all contiguous spaces that accommodate or are associated with a single building area type.
2. Determine the floor area for each building area type listed in Table C405.3.2(1) and multiply this area by the applicable value from Table C405.3.2(1) to determine the lighting power (watts) for each building area type.
3. The total interior lighting power allowance (watts) for the entire building is the sum of the lighting power from each building area type.

C405.3.2.2 Space-by-Space Method. Where a building has unfinished spaces, the lighting power allowance for the unfinished spaces shall be the total connected lighting power for those spaces, or 0.2 watts per square foot (10.76 w/m^2), whichever is less. For the Space-by-Space Method, the interior lighting power allowance is calculated as follows:

1. For each space enclosed by partitions that are not less than 80 percent of the ceiling height, determine the applicable space type from Table C405.3.2(2). For space types not listed, select the space type that most closely represents the proposed use of the space. Where a space has multiple functions, that space may be divided into separate spaces.
2. Determine the total floor area of all the spaces of each space type and multiply by the value for the space type in Table C405.3.2(2) to determine the lighting power (watts) for each space type.
3. The total interior lighting power allowance (watts) shall be the sum of the lighting power allowances for all space types.

C405.3.2.2.1 Additional interior lighting power. Where using the Space-by-Space Method, an increase in the interior lighting power allowance is permitted for specific lighting functions. Additional power shall be permitted only where the specified lighting is installed and controlled in accordance with Section C405.2.5. This additional power shall be used only for the specified luminaires and shall not be used for any other purpose. An increase in the interior lighting power allowance is permitted in the following cases:

1. For lighting equipment to be installed in sales areas specifically to highlight merchandise, the additional lighting power shall be determined in accordance with Equation 4-11.

   Additional interior lighting power allowance = 1000 W + (Retail Area 1 × 0.45 W/ft^2) + (Retail Area 2 × 0.45W/ft^2) + (Retail Area 3 × 1.05 W/ft^2) + (Retail Area 4 × 1.87 W/ft^2)

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For SI units:

Additional interior lighting power allowance = 1000 W + (Retail Area 1 × 4.8 W/m^2) + (Retail Area 2 × 4.84 W/m^2) + (Retail Area 3 × 11 W/m^2) + (Retail Area 4 × 20 W/m^2) **(Equation 4-11)**

where:

Retail Area 1 = The floor area for all products not listed in Retail Area 2, 3 or 4.

Retail Area 2 = The floor area used for the sale of vehicles, sporting goods and small electronics.

Retail Area 3 = The floor area used for the sale of furniture, clothing, cosmetics and artwork.

Retail Area 4 = The floor area used for the sale of jewelry, crystal and china.

Exception: Other merchandise categories are permitted to be included in Retail Areas 2 through 4, provided that justification documenting the need for additional lighting power based on visual inspection, contrast or other critical display is approved by the code official.

2. For spaces in which lighting is specified to be installed in addition to the general lighting for the purpose of decorative appearance or for highlighting art or exhibits, provided that the additional lighting power shall be not more than 0.9 W/ft^2 (9.7 W/m^2) in lobbies and not more than 0.75 W/ft^2 (8.1 W/m^2) in other spaces.

C405.4 Lighting for plant growth and maintenance. Not less than 95 percent of the permanently installed luminaires used for plant growth and maintenance shall have a photon efficiency of not less than 1.6 µmol/J as defined in accordance with ANSI/ASABE S640.

C405.5 Exterior lighting power requirements. The total connected exterior lighting power calculated in accordance with Section C405.5.1 shall be not greater than the exterior lighting power allowance calculated in accordance with Section C405.5.2.

C405.5.1 Total connected exterior building exterior lighting power. The total exterior connected lighting power shall be the total maximum rated wattage of all lighting that is powered through the energy service for the building.

Exception: Lighting used for the following applications shall not be included.

1. Lighting *approved* because of safety considerations.
2. Emergency lighting automatically off during normal business operation.
3. Exit signs.
4. Specialized signal, directional and marker lighting associated with transportation.
5. Advertising signage or directional signage.
6. Integral to equipment or instrumentation and installed by its manufacturer.
7. Theatrical purposes, including performance, stage, film production and video production.
8. Athletic playing areas.
9. Temporary lighting.
10. Industrial production, material handling, transportation sites and associated storage areas.
11. Theme elements in theme/amusement parks.
12. Used to highlight features of art, public monuments and the national flag.
13. Lighting for water features and swimming pools.
14. Lighting controlled from within dwelling units, where the lighting complies with Section R404.1.

C405.5.2 Exterior lighting power allowance. The exterior lighting power allowance (watts) is calculated as follows:

1. Determine the Lighting Zone (LZ) for the building according to Table C405.5.2(1), unless otherwise specified by the code official.
2. For each exterior area that is to be illuminated by lighting that is powered through the energy service for the building, determine the applicable area type from Table C405.5.2(2). For area types not listed, select the area type that most closely represents the proposed use of the area.
3. Determine the total area or length of each area type and multiply by the value for the area type in Table C405.5.2(2) to determine the lighting power (watts) allowed for each area type.
4. The total exterior lighting power allowance (watts) is the sum of the base site allowance determined according to Table C405.5.2(2), plus the watts from each area type.

TABLE C405.5.2(1)
EXTERIOR LIGHTING ZONES

LIGHTING ZONE	DESCRIPTION
1	Developed areas of national parks, state parks, forest land, and rural areas
2	Areas predominantly consisting of residential zoning, neighborhood business districts, light industrial with limited nighttime use and residential mixed-use areas
3	All other areas not classified as lighting zone 1, 2 or 4
4	High-activity commercial districts in major metropolitan areas as designated by the local land use planning authority

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TABLE C405.5.2(2)
LIGHTING POWER ALLOWANCES FOR BUILDING EXTERIORS

	LIGHTING ZONES			
	Zone 1	Zone 2	Zone 3	Zone 4
Base Site Allowance	350 W	400 W	500 W	900 W
Uncovered Parking Areas				
Parking areas and drives	0.03 W/ft^2	0.04 W/ft^2	0.06 W/ft^2	0.08 W/ft^2
Building Grounds				
Walkways and ramps less than 10 feet wide	0.50 W/linear foot	0.50 W/linear foot	0.60 W/linear foot	0.70 W/linear foot
Walkways and ramps 10 feet wide or greater, plaza areas, special feature areas	0.10 W/ft^2	0.10 W/ft^2	0.11 W/ft^2	0.14 W/ft^2
Dining areas	0.65 W/ft^2	0.65 W/ft^2	0.75 W/ft^2	0.95 W/ft^2
Stairways	0.60 W/ft^2	0.70 W/ft^2	0.70 W/ft^2	0.70 W/ft^2
Pedestrian tunnels	0.12 W/ft^2	0.12 W/ft^2	0.14 W/ft^2	0.21 W/ft^2
Landscaping	0.03 W/ft^2	0.04 W/ft^2	0.04 W/ft^2	0.04 W/ft^2
Building Entrances and Exits				
Pedestrian and vehicular entrances and exits	14 W/linear foot of opening	14 W/linear foot of opening	21 W/linear foot of opening	21 W/linear foot of opening
Entry canopies	0.20 W/ft^2	0.25 W/ft^2	0.40 W/ft^2	0.40 W/ft^2
Loading docks	0.35 W/ft^2	0.35 W/ft^2	0.35 W/ft^2	0.35 W/ft^2
Sales Canopies				
Free-standing and attached	0.40 W/ft^2	0.40 W/ft^2	0.60 W/ft^2	0.70 W/ft^2
Outdoor Sales				
Open areas (including vehicle sales lots)	0.20 W/ft^2	0.20 W/ft^2	0.35 W/ft^2	0.50 W/ft^2
Street frontage for vehicle sales lots in addition to “open area” allowance	No allowance	7 W/linear foot	7 W/linear foot	21 W/linear foot

For SI: 1 foot = 304.8 mm, 1 watt per square foot = W/0.0929 m^2.
W = watts.

TABLE C405.5.2(3)
INDIVIDUAL LIGHTING POWER ALLOWANCES FOR BUILDING EXTERIORS

	LIGHTING ZONES			
	Zone 1	Zone 2	Zone 3	Zone 4
Building facades	No allowance	0.075 W/ft^2 of gross above-grade wall area	0.113 W/ft^2 of gross above-grade wall area	0.15 W/ft^2 of gross above-grade wall area
Automated teller machines (ATM) and night depositories	135 W per location plus 45 W per additional ATM per location			
Uncovered entrances and gate-house inspection stations at guarded facilities	0.50 W/ft^2 of area			
Uncovered loading areas for law enforcement, fire, ambulance and other emergency service vehicles	0.35 W/ft^2 of area			
Drive-up windows and doors	200 W per drive through			
Parking near 24-hour retail entrances.	400 W per main entry			

For SI: For SI: 1 watt per square foot = W/0.0929 m^2.
W = watts.

C405.5.2.1 Additional exterior lighting power. Additional exterior lighting power allowances are available for the specific lighting applications listed in Table C405.5.2(3). These additional power allowances shall be used only for the luminaires serving these specific applications and shall not be used to increase any other lighting power allowance.

C405.5.3 Gas lighting. Gas-fired lighting appliances shall not be equipped with continuously burning pilot ignition systems.

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C405.6 Dwelling electrical meter. Each dwelling unit located in a Group R-2 building shall have a separate electrical meter.

C405.7 Electrical transformers. Low-voltage dry-type distribution electric transformers shall meet the minimum efficiency requirements of Table C405.7 as tested and rated in accordance with the test procedure listed in DOE 10 CFR 431. The efficiency shall be verified through certification under an approved certification program or, where a certification program does not exist, the equipment efficiency ratings shall be supported by data furnished by the transformer manufacturer.

Exceptions: The following transformers are exempt:

1. Transformers that meet the *Energy Policy Act of 2005* exclusions based on the DOE 10 CFR 431 definition of special purpose applications.
2. Transformers that meet the *Energy Policy Act of 2005* exclusions that are not to be used in general purpose applications based on information provided in DOE 10 CFR 431.
3. Transformers that meet the *Energy Policy Act of 2005* exclusions with multiple voltage taps where the highest tap is not less than 20 percent more than the lowest tap.
4. Drive transformers.
5. Rectifier transformers.
6. Auto-transformers.
7. Uninterruptible power system transformers.
8. Impedance transformers.
9. Regulating transformers.
10. Sealed and nonventilating transformers.
11. Machine tool transformers.
12. Welding transformers.
13. Grounding transformers.
14. Testing transformers.

TABLE C405.7
MINIMUM NOMINAL EFFICIENCY LEVELS FOR DOE 10 CFR 431 LOW-VOLTAGE DRY-TYPE DISTRIBUTION TRANSFORMERS

SINGLE-PHASE TRANSFORMERS		THREE-PHASE TRANSFORMERS	
kVA[a]	Efficiency (%)[b]	kVA[a]	Efficiency (%)[b]
15	97.70	15	97.89
25	98.00	30	98.23
37.5	98.20	45	98.40
50	98.30	75	98.60
75	98.50	112.5	98.74
100	98.60	150	98.83
167	98.70	225	98.94
250	98.80	300	99.02
333	98.90	500	99.14
—	—	750	99.23
—	—	1000	99.28

a. kiloVolt-Amp rating.

b. Nominal efficiencies shall be established in accordance with the DOE 10 CFR 431 test procedure for low-voltage dry-type transformers.

C405.8 Electric motors. Electric motors shall meet the minimum efficiency requirements of Tables C405.8(1) through C405.8(4) when tested and rated in accordance with the DOE 10 CFR 431. The efficiency shall be verified through certification under an approved certification program or, where a certification program does not exist, the equipment efficiency ratings shall be supported by data furnished by the motor manufacturer.

Exception: The standards in this section shall not apply to the following exempt electric motors:

1. Air-over electric motors.
2. Component sets of an electric motor.
3. Liquid-cooled electric motors.
4. Submersible electric motors.
5. Inverter-only electric motors.

C405.9 Vertical and horizontal transportation systems and equipment. Vertical and horizontal transportation systems and equipment shall comply with this section.

C405.9.1 Elevator cabs. For the luminaires in each elevator cab, not including signals and displays, the sum of the lumens divided by the sum of the watts shall be not less than 35 lumens per watt. Ventilation fans in elevators that do not have their own air-conditioning system shall not consume more than 0.33 watts/cfm at the maximum rated speed of the fan. Controls shall be provided that will de-energize ventilation fans and lighting systems when the elevator is stopped, unoccupied and with its doors closed for over 15 minutes.

C405.9.2 Escalators and moving walks. Escalators and moving walks shall comply with ASME A17.1/CSA B44 and shall have automatic controls that reduce speed as permitted in accordance with ASME A17.1/CSA B44 and applicable local code.

Exception: A variable voltage drive system that reduces operating voltage in response to light loading conditions is an alternative to the reduced speed function.

C405.9.2.1 Energy recovery. Escalators shall be designed to recover electrical energy when resisting overspeed in the down direction.

C405.10 Voltage drop. The total *voltage drop* across the combination of customer-owned service conductors, feeder conductors and branch circuit conductors shall not exceed 5 percent.

C405.11 Automatic receptacle control. The following shall have automatic receptacle control complying with Section C405.11.1:

1. At least 50 percent of all 125V, 15- and 20-amp receptacles installed in enclosed offices, conference rooms, rooms used primarily for copy or print functions, breakrooms, classrooms and individual workstations, including those installed in

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modular partitions and module office workstation systems.

2. At least 25 percent of branch circuit feeders installed for modular furniture not shown on the construction documents.

C405.11.1 Automatic receptacle control function. Automatic receptacle controls shall comply with the following:

1. Either split controlled receptacles shall be provided with the top receptacle controlled, or a controlled receptacle shall be located within 12 inches (304.8 mm) of each uncontrolled receptacle.

TABLE C405.8(1)
MINIMUM NOMINAL FULL-LOAD EFFICIENCY FOR NEMA DESIGN A, NEMA DESIGN B, AND IEC DESIGN N MOTORS (EXCLUDING FIRE PUMP) ELECTRIC MOTORS AT 60 HZ[a, b]

MOTOR HORSEPOWER (STANDARD KILOWATT EQUIVALENT)	NOMINAL FULL-LOAD EFFICIENCY (%) AS OF JUNE 1, 2016							
	2 Pole		4 Pole		6 Pole		8 Pole	
	Enclosed	Open	Enclosed	Open	Enclosed	Open	Enclosed	Open
1 (0.75)	77.0	77.0	85.5	85.5	82.5	82.5	75.5	75.5
1.5 (1.1)	84.0	84.0	86.5	86.5	87.5	86.5	78.5	77.0
2 (1.5)	85.5	85.5	86.5	86.5	88.5	87.5	84.0	86.5
3 (2.2)	86.5	85.5	89.5	89.5	89.5	88.5	85.5	87.5
5 (3.7)	88.5	86.5	89.5	89.5	89.5	89.5	86.5	88.5
7.5 (5.5)	89.5	88.5	91.7	91.0	91.0	90.2	86.5	89.5
10 (7.5)	90.2	89.5	91.7	91.7	91.0	91.7	89.5	90.2
15 (11)	91.0	90.2	92.4	93.0	91.7	91.7	89.5	90.2
20 (15)	91.0	91.0	93.0	93.0	91.7	92.4	90.2	91.0
25 (18.5)	91.7	91.7	93.6	93.6	93.0	93.0	90.2	91.0
30 (22)	91.7	91.7	93.6	94.1	93.0	93.6	91.7	91.7
40 (30)	92.4	92.4	94.1	94.1	94.1	94.1	91.7	91.7
50 (37)	93.0	93.0	94.5	94.5	94.1	94.1	92.4	92.4
60 (45)	93.6	93.6	95.0	95.0	94.5	94.5	92.4	93.0
75 (55)	93.6	93.6	95.4	95.0	94.5	94.5	93.6	94.1
100 (75)	94.1	93.6	95.4	95.4	95.0	95.0	93.6	94.1
125 (90)	95.0	94.1	95.4	95.4	95.0	95.0	94.1	94.1
150 (110)	95.0	94.1	95.8	95.8	95.8	95.4	94.1	94.1
200 (150)	95.4	95.0	96.2	95.8	95.8	95.4	94.5	94.1
250 (186)	95.8	95.0	96.2	95.8	95.8	95.8	95.0	95.0
300 (224)	95.8	95.4	96.2	95.8	95.8	95.8	—	—
350 (261)	95.8	95.4	96.2	95.8	95.8	95.8	—	—
400 (298)	95.8	95.8	96.2	95.8	—	—	—	—
450 (336)	95.8	96.2	96.2	96.2	—	—	—	—
500 (373)	95.8	96.2	96.2	96.2	—	—	—	—

a. Nominal efficiencies shall be established in accordance with DOE 10 CFR 431.

b. For purposes of determining the required minimum nominal full-load efficiency of an electric motor that has a horsepower or kilowatt rating between two horsepower or two kilowatt ratings listed in this table, each such motor shall be deemed to have a listed horsepower or kilowatt rating, determined as follows:

1. A horsepower at or above the midpoint between the two consecutive horsepowers shall be rounded up to the higher of the two horsepowers.
2. A horsepower below the midpoint between the two consecutive horsepowers shall be rounded down to the lower of the two horsepowers.
3. A kilowatt rating shall be directly converted from kilowatts to horsepower using the formula: 1 kilowatt = (1/0.746) horsepower. The conversion should be calculated to three significant decimal places, and the resulting horsepower shall be rounded in accordance with No. 1 or No. 2 above, as applicable.

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TABLE C405.8(2)
MINIMUM NOMINAL FULL-LOAD EFFICIENCY FOR NEMA DESIGN C AND IEC DESIGN H MOTORS AT 60 HZ[a, b]

MOTOR HORSEPOWER (STANDARD KILOWATT EQUIVALENT)	NOMINAL FULL-LOAD EFFICIENCY (%) AS OF JUNE 1, 2016					
	4 Pole		6 Pole		8 Pole	
	Enclosed	Open	Enclosed	Open	Enclosed	Open
1 (0.75)	85.5	85.5	82.5	82.5	75.5	75.5
1.5 (1.1)	86.5	86.5	87.5	86.5	78.5	77.0
2 (1.5)	86.5	86.5	88.5	87.5	84.0	86.5
3 (2.2)	89.5	89.5	89.5	88.5	85.5	87.5
5 (3.7)	89.5	89.5	89.5	89.5	86.5	88.5
7.5 (5.5)	91.7	91.0	91.0	90.2	86.5	89.5
10 (7.5)	91.7	91.7	91.0	91.7	89.5	90.2
15 (11)	92.4	93.0	91.7	91.7	89.5	90.2
20 (15)	93.0	93.0	91.7	92.4	90.2	91.0
25 (18.5)	93.6	93.6	93.0	93.0	90.2	91.0
30 (22)	93.6	94.1	93.0	93.6	91.7	91.7
40 (30)	94.1	94.1	94.1	94.1	91.7	91.7
50 (37)	94.5	94.5	94.1	94.1	92.4	92.4
60 (45)	95.0	95.0	94.5	94.5	92.4	93.0
75 (55)	95.4	95.0	94.5	94.5	93.6	94.1
100 (75)	95.4	95.4	95.0	95.0	93.6	94.1
125 (90)	95.4	95.4	95.0	95.0	94.1	94.1
150 (110)	95.8	95.8	95.8	95.4	94.1	94.1
200 (150)	96.2	95.8	95.8	95.4	94.5	94.1

a. Nominal efficiencies shall be established in accordance with DOE 10 CFR 431.

b. For purposes of determining the required minimum nominal full-load efficiency of an electric motor that has a horsepower or kilowatt rating between two horsepower or two kilowatt ratings listed in this table, each such motor shall be deemed to have a listed horsepower or kilowatt rating, determined as follows:

1. A horsepower at or above the midpoint between the two consecutive horsepowers shall be rounded up to the higher of the two horsepowers.
2. A horsepower below the midpoint between the two consecutive horsepowers shall be rounded down to the lower of the two horsepowers.
3. A kilowatt rating shall be directly converted from kilowatts to horsepower using the formula: 1 kilowatt = (1/0.746) horsepower. The conversion should be calculated to three significant decimal places, and the resulting horsepower shall be rounded in accordance with No. 1 or No. 2 above, as applicable.

TABLE C405.8(3)
MINIMUM AVERAGE FULL-LOAD EFFICIENCY POLYPHASE SMALL ELECTRIC MOTORS[a]

MOTOR HORSEPOWER	OPEN MOTORS			
	Number of Poles	2	4	6
	Synchronous Speed (RPM)	3600	1800	1200
0.25	—	65.6	69.5	67.5
0.33	—	69.5	73.4	71.4
0.50	—	73.4	78.2	75.3
0.75	—	76.8	81.1	81.7
1	—	77.0	83.5	82.5
1.5	—	84.0	86.5	83.8
2	—	85.5	86.5	N/A
3	—	85.5	86.9	N/A

N/A = Not Applicable.

a. Average full-load efficiencies shall be established in accordance with DOE 10 CFR 431.

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TABLE C405.8(4)
MINIMUM AVERAGE FULL-LOAD EFFICIENCY FOR CAPACITOR-START CAPACITOR-RUN AND CAPACITOR-START INDUCTION-RUN SMALL ELECTRIC MOTORS[a]

MOTOR HORSEPOWER	OPEN MOTORS			
	Number of Poles	2	4	6
	Synchronous Speed (RPM)	3600	1800	1200
0.25	—	66.6	68.5	62.2
0.33	—	70.5	72.4	66.6
0.50	—	72.4	76.2	76.2
0.75	—	76.2	81.8	80.2
1	—	80.4	82.6	81.1
1.5	—	81.5	83.8	N/A
2	—	82.9	84.5	N/A
3	—	84.1	N/A	N/A

N/A = Not Applicable.

a. Average full-load efficiencies shall be established in accordance with DOE 10 CFR 431.

2. One of the following methods shall be used to provide control:
   2.1. A scheduled basis using a time-of-day operated control device that turns receptacle power off at specific programmed times and can be programmed separately for each day of the week. The control device shall be configured to provide an independent schedule for each portion of the building of not more than 5,000 square feet (464.5 m^2) and not more than one floor. The occupant shall be able to manually override an area for not more than 2 hours. Any individual override switch shall control the receptacles of not more than 5,000 feet (1524 m).
   2.2. An occupant sensor control that shall turn off receptacles within 20 minutes of all occupants leaving a space.
   2.3. An automated signal from another control or alarm system that shall turn off receptacles within 20 minutes after determining that the area is unoccupied.
3. All controlled receptacles shall be permanently marked in accordance with NFPA 70 and be uniformly distributed throughout the space.
4. Plug-in devices shall not comply.

Exceptions: Automatic receptacle controls are not required for the following:

1. Receptacles specifically designated for equipment requiring continuous operation (24 hours per day, 365 days per year).
2. Spaces where an automatic control would endanger the safety or security of the room or building occupants.
3. Within a single modular office workstation, noncontrolled receptacles are permitted to be located more than 12 inches (304.8 mm), but not more than 72 inches (1828 mm) from the controlled receptacles serving that workstation.

C405.12 Energy monitoring. New buildings with a gross *conditioned floor area* of 25,000 square feet (2322 m^2) or larger shall be equipped to measure, monitor, record and report energy consumption data in compliance with Sections C405.12.1 through C405.12.5.

Exception: R-2 occupancies and individual tenant spaces are not required to comply with this section provided that the space has its own utility services and meters and has less than 5,000 square feet (464.5 m^2) of *conditioned floor area*.

C405.12.1 Electrical energy metering. For all electrical energy supplied to the building and its associated site, including but not limited to site lighting, parking, recreational facilities and other areas that serve the building and its occupants, meters or other measurement devices shall be provided to collect energy consumption data for each end-use category required by Section C405.12.2.

C405.12.2 End-use metering categories. Meters or other *approved* measurement devices shall be provided to collect energy use data for each end-use category indicated in Table C405.12.2. Where multiple meters are used to measure any end-use category, the data acquisition system shall total all of the energy used by that category. Not more than 5 percent of the measured load for each of the end-use categories indicated in Table C405.12.2 shall be permitted to be from a load that is not within that category.

Exceptions:

1. HVAC and water heating equipment serving only an individual dwelling unit shall not require end-use metering.
2. End-use metering shall not be required for fire pumps, stairwell pressurization fans or any system that operates only during testing or emergency.
3. End-use metering shall not be required for an individual tenant space having a floor area not greater than 2,500 square feet (232 m^2) where a dedicated source meter complying with Section C405.12.3 is provided.

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TABLE C405.12.2

ENERGY USE CATEGORIES

LOAD CATEGORY	DESCRIPTION OF ENERGY USE
Total HVAC system	Heating, cooling and ventilation, including but not limited to fans, pumps, boilers, chillers and water heating. Energy used by 120-volt equipment, or by 208/120-volt equipment that is located in a building where the main service is 480/277-volt power, is permitted to be excluded from total HVAC system energy use.
Interior lighting	Lighting systems located within the building.
Exterior lighting	Lighting systems located on the building site but not within the building.
Plug loads	Devices, appliances and equipment connected to convenience receptacle outlets.
Process load	Any single load that is not included in an HVAC, lighting or plug load category and that exceeds 5 percent of the peak connected load of the whole building, including but not limited to data centers, manufacturing equipment and commercial kitchens.
Building operations and other miscellaneous loads	The remaining loads not included elsewhere in this table, including but not limited to vertical transportation systems, automatic doors, motorized shading systems, ornamental fountains, ornamental fireplaces, swimming pools, in-ground spas and snow-melt systems.

C405.12.3 Meters. Meters or other measurement devices required by this section shall be configured to automatically communicate energy consumption data to the data acquisition system required by Section C405.12.4. Source meters shall be allowed to be any digital-type meter. Lighting, HVAC or other building systems that can monitor their energy consumption shall be permitted instead of meters. Current sensors shall be permitted, provided that they have a tested accuracy of ±2 percent. Required metering systems and equipment shall have the capability to provide at least hourly data that is fully integrated into the data acquisition system and graphical energy report in accordance with Sections C405.12.4 and C405.12.5.

C405.12.4 Data acquisition system. A data acquisition system shall have the capability to store the data from the required meters and other sensing devices for a minimum of 36 months. The data acquisition system shall have the capability to store real-time energy consumption data and provide hourly, daily, monthly and yearly logged data for each end-use category required by Section C405.12.2.

C405.12.5 Graphical energy report. A permanent and readily accessible reporting mechanism shall be provided in the building that is accessible by building operation and management personnel. The reporting mechanism shall have the capability to graphically provide the energy consumption for each end-use category required by Section C405.12.2 at least every hour, day, month and year for the previous 36 months.

SECTION C406
ADDITIONAL EFFICIENCY REQUIREMENTS

C406.1 Additional energy efficiency credit requirements. New buildings shall achieve a total of 10 credits from Tables C406.1(1) through C406.1(5) where the table is selected based on the use group of the building and from credit calculations as specified in relevant subsections of Section C406. Where a building contains multiple-use groups, credits from each use group shall be weighted by floor area of each group to determine the weighted average building credit. Credits from the tables or calculation shall be achieved where a building complies with one or more of the following:

1. More efficient HVAC performance in accordance with Section C406.2.
2. Reduced lighting power in accordance with Section C406.3.
3. Enhanced lighting controls in accordance with Section C406.4.
4. On-site supply of renewable energy in accordance with Section C406.5.
5. Provision of a dedicated outdoor air system for certain HVAC equipment in accordance with Section C406.6.
6. High-efficiency service water heating in accordance with Section C406.7.
7. Enhanced envelope performance in accordance with Section C406.8.
8. Reduced air infiltration in accordance with Section C406.9
9. Where not required by Section C405.12, include an energy monitoring system in accordance with Section C406.10.
10. Where not required by Section C403.2.3, include a fault detection and diagnostics (FDD) system in accordance with Section C406.11.
11. Efficient kitchen equipment in accordance with Section C406.12.

C406.1.1 Tenant spaces. Tenant spaces shall comply with sufficient options from Tables C406.1(1) through C406.1(5) to achieve a minimum number of 5 credits, where credits are selected from Section C406.2, C406.3, C406.4, C406.6, C406.7 or C406.10. Where the entire building complies using credits from Section C406.5, C406.8 or C406.9, tenant spaces shall be deemed to comply with this section.

Exception: Previously occupied tenant spaces that comply with this code in accordance with Section C501.

C406.2 More efficient HVAC equipment performance. Equipment shall exceed the minimum efficiency requirements listed in the tables in Section C403.3.2. *Variable refrigerant flow systems* listed in the energy efficiency provisions of ANSI/ASHRAE/IES 90.1 in accordance with Section C406.2.1, C406.2.2, C406.2.3 or C406.2.4 shall also meet applicable requirements of Section C403. Energy efficiency credits for heating shall be selected from Section

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C406.2.1 or C406.2.3 and energy efficiency credits for cooling shall be selected from Section C406.2.2, C406.2.4 or C406.2.5. Selected credits shall include a heating or cooling energy efficiency credit or both. Equipment not listed in Tables C403.3.2(1) through C403.3.2(9) and *variable refrigerant flow systems* not listed in the energy efficiency provisions of ANSI/ASHRAE/IES 90.1 shall be limited to 10 percent of the total building system capacity for heating equipment where selecting Section C406.2.1 or C406.2.3 and cooling equipment where selecting Section C406.2.2, C406.2.4 or C406.2.5.

C406.2.1 Five-percent heating efficiency improvement. Equipment shall exceed the minimum heating efficiency requirements by 5 percent.

C406.2.2 Five-percent cooling efficiency improvement. Equipment shall exceed the minimum cooling and heat rejection efficiency requirements by 5 percent. Where multiple cooling performance requirements are provided, the equipment shall exceed the annual energy requirement, including IEER, SEER and IPLV.

C406.2.3 Ten-percent heating efficiency improvement. Equipment shall exceed the minimum heating efficiency requirements by 10 percent.

C406.2.4 Ten-percent cooling efficiency improvement. Equipment shall exceed the minimum cooling and heat rejection efficiency requirements by 10 percent. Where multiple cooling performance requirements are provided, the equipment shall exceed the annual energy requirement, including IEER, SEER and IPLV.

C406.2.5 More than 10-percent cooling efficiency improvement. Where equipment exceeds the minimum annual cooling and heat rejection efficiency requirements by more than 10 percent, energy efficiency credits for cooling may be determined using Equation 4-12, rounded to the nearest whole number. Where multiple cooling performance requirements are provided, the equipment shall exceed the annual energy requirement, including IEER, SEER and IPLV.

$$EEC_{HEC} = EEC_{10}\,[1 + ((CEI - 10\text{ percent}) \div 10\text{ percent})] \quad \textbf{(Equation 4-12)}$$

TABLE C406.1(1)
ADDITIONAL ENERGY EFFICIENCY CREDITS FOR GROUP B OCCUPANCIES

SECTION	CLIMATE ZONE																
	0A & 1A	0B & 1B	2A	2B	3A	3B	3C	4A	4B	4C	5A	5B	5C	6A	6B	7	8
C406.2.1: 5% heating efficiency improvement	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	1	NA	NA	1	1	NA	1
C406.2.2: 5% cooling efficiency improvement	6	6	5	5	4	4	3	3	3	2	2	2	1	2	2	2	1
C406.2.3: 10% heating efficiency improvement	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	2	1	1	2	2	NA	1
C406.2.4: 10% cooling efficiency improvement	11	12	10	9	7	7	6	5	6	4	4	5	3	4	3	3	3
C406.3: Reduced lighting power	9	8	9	9	9	9	10	8	9	9	7	8	8	6	7	7	6
C406.4: Enhanced digital lighting controls	2	2	2	2	2	2	2	2	2	2	2	2	2	1	2	1	1
C406.5: On-site renewable energy	9	9	9	9	9	9	9	9	9	9	9	9	9	9	9	9	9
C406.6: Dedicated outdoor air	4	4	4	4	4	3	2	5	3	2	5	3	2	7	4	5	3
C406.7.2: Recovered or renewable water heating	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
C406.7.3: Efficient fossil fuel water heater	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
C406.7.4: Heat pump water heater	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
C406.8: Enhanced envelope performance	1	4	2	4	4	3	NA	7	4	5	10	7	6	11	10	14	16
C406.9: Reduced air infiltration	2	1	1	2	4	1	NA	8	2	3	11	4	1	15	8	11	6
C406.10: Energy monitoring	4	4	4	4	3	3	3	3	3	3	2	3	2	2	2	2	2
C406.11: Fault detection and diagnostics system	2	2	2	2	1	1	1	1	1	1	1	1	1	1	1	1	1

NA = Not Applicable.

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where:

EEC_{HEC} = Energy efficiency credits for cooling efficiency improvement.

EEC_{10} = Section C406.2.4 credits from Tables C406.1(1) through C406.1(5).

CEI = The lesser of: the improvement above minimum cooling and heat rejection efficiency requirements or 15 percent.

C406.3 Reduced lighting power. Buildings shall comply with Section C406.3.1 or C406.3.2, and dwelling units and sleeping units within the building shall comply with Section C406.3.3.

C406.3.1 Reduced lighting power by more than 10 percent. The total connected interior lighting power calculated in accordance with Section C405.3.1 shall be less than 90 percent of the total lighting power allowance calculated in accordance with Section C405.3.2.

C406.3.2 Reduced lighting power by more than 15 percent. Where the total connected interior lighting power calculated in accordance with Section C405.3.1 is less than 85 percent of the total lighting power allowance calculated in accordance with Section C405.3.2, additional energy efficiency credits shall be determined based on Equation 4-13, rounded to the nearest whole number.

$$AEEC_{LPA} = AEEC_{10} \times 10 \times (LPA - LPD) / LPA \quad \textbf{(Equation 4-13)}$$

where:

$AEEC_{LPA}$ = Section C406.3.2 additional energy efficiency credits.

$AEEC_{10}$ = Section C406.3.1 credits from Tables C406.1(1) through C406.1(5).

LPA = Total lighting power allowance calculated in accordance with Section C405.3.2.

LPD = Total connected interior lighting power calculated in accordance with Section C405.3.1.

C406.3.3 Lamp efficacy. Not less than 95 percent of the permanently installed lighting, excluding kitchen appli-

TABLE C406.1(2)
ADDITIONAL ENERGY EFFICIENCY CREDITS FOR GROUP R AND I OCCUPANCIES

SECTION	CLIMATE ZONE																
	0A & 1A	0B & 1B	2A	2B	3A	3B	3C	4A	4B	4C	5A	5B	5C	6A	6B	7	8
C406.2.1: 5% heating efficiency improvement	NA	NA	NA	NA	1	NA	NA	1	NA	1	1	1	1	2	1	2	2
C406.2.2: 5% cooling efficiency improvement	3	3	2	2	1	1	1	1	1	NA	1	1	NA	1	1	1	NA
C406.2.3: 10% heating efficiency improvement	NA	NA	NA	NA	1	NA	NA	1	1	1	2	2	1	3	2	3	4
C406.2.4: 10% cooling efficiency improvement	5	5	4	3	2	3	1	2	2	1	1	1	1	1	1	1	1
C406.3: Reduced lighting power	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2
C406.4: Enhanced digital lighting controls	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
C406.5: On-site renewable energy	8	8	8	8	7	8	8	7	7	7	7	7	7	7	7	7	7
C406.6: Dedicated outdoor air system	3	4	3	3	4	2	NA	6	3	4	8	5	5	10	7	11	12
C406.7.2: Recovered or renewable water heating	10	9	11	10	13	12	15	14	14	15	14	14	16	14	15	15	15
C406.7.3: Efficient fossil fuel water heater	5	5	6	6	8	7	8	8	8	9	9	9	10	10	9	10	11
C406.7.4: Heat pump water heater	6	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5
C406.8: Enhanced envelope performance	3	6	3	5	4	4	1	4	3	3	4	5	3	5	4	6	6
C406.9: Reduced air infiltration	6	5	3	11	6	4	NA	7	3	3	9	5	1	13	6	8	3
C406.10: Energy monitoring	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
C406.11: Fault detection and diagnostics system	1	1	1	1	1	1	NA	1	1	NA	1	1	NA	1	1	1	1

NA = Not Applicable.

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ance light fixtures, serving dwelling units and sleeping units shall be provided by lamps with an efficacy of not less than 65 lumens per watt or luminaires with an efficacy of not less than 45 lumens per watt.

C406.4 Enhanced digital lighting controls. Interior general lighting in the building shall have the following enhanced lighting controls that shall be located, scheduled and operated in accordance with Sections C405.2.1 through C405.2.3.

1. Luminaires shall be configured for continuous dimming.
2. Luminaires shall be addressed individually. Where individual addressability is not available for the luminaire class type, a controlled group of not more than four luminaries shall be allowed.
3. Not more than eight luminaires shall be controlled together in a *daylight zone*.
4. Fixtures shall be controlled through a digital control system that includes the following function:
   - 4.1. Control reconfiguration based on digital addressability.
   - 4.2. Load shedding.
   - 4.3. Occupancy sensors shall be capable of being reconfigured through the digital control system.
5. Construction documents shall include submittal of a Sequence of Operations, including a specification outlining each of the functions in Item 4.
6. Functional testing of lighting controls shall comply with Section C408.

C406.5 On-site renewable energy. Buildings shall comply with Section C406.5.1 or C406.5.2.

C406.5.1 Basic renewable credit. The total minimum ratings of on-site renewable energy systems, not includ-

TABLE C406.1(3)
ADDITIONAL ENERGY EFFICIENCY CREDITS FOR GROUP E OCCUPANCIES

SECTION	CLIMATE ZONE																
	0A & 1A	0B & 1B	2A	2B	3A	3B	3C	4A	4B	4C	5A	5B	5C	6A	6B	7	8
C406.2.1: 5% heating efficiency improvement	NA	NA	NA	NA	1	1	1	1	1	2	1	2	1	2	2	3	4
C406.2.2: 5% cooling efficiency improvement	4	4	3	3	2	2	2	2	1	1	1	1	NA	1	1	1	NA
C406.2.3: 10% heating efficiency improvement	NA	NA	NA	1	1	1	1	2	3	4	3	4	3	4	3	5	7
C406.2.4: 10% cooling efficiency improvement	7	8	7	6	5	4	3	4	3	1	2	2	1	2	2	2	1
C406.3: Reduced lighting power	8	8	8	9	8	9	9	8	9	9	8	9	8	7	8	7	7
C406.4: Enhanced digital lighting controls	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	1
C406.5: On-site renewable energy	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	5	5
C406.6: Dedicated outdoor air system	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
C406.7.2: Recovered or renewable water heating[a]	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
C406.7.3: Efficient fossil fuel water heater[a]	NA	1	1	1	1	1	1	2	2	3	2	3	2	3	3	3	5
C406.7.4: Heat pump water heater[a]	NA	NA	NA	NA	NA	NA	NA	1	NA	NA	1	1	NA	1	1	1	1
C406.8: Enhanced envelope performance	3	7	3	4	2	4	1	1	3	1	2	3	NA	4	3	6	9
C406.9: Reduced air infiltration	1	1	1	2	NA	NA	NA	NA	NA	NA	1	NA	NA	4	1	4	3
C406.10: Energy monitoring	3	3	3	3	3	3	3	3	3	2	2	3	2	2	2	2	2
C406.11: Fault detection and diagnostics system	1	2	1	1	1	1	1	1	1	1	1	1	1	1	1	1	2

NA = Not Applicable.
a. For schools with showers or full-service kitchens.

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ing systems used for credits under Sections C406.7.2, shall be one of the following:

1. Not less than 0.86 Btu/h per square foot (2.7 W/m^2) or 0.25 watts per square foot (2.7 W/m^2) of *conditioned floor area*.
2. Not less than 2 percent of the annual energy used within the building for building mechanical and service water-heating equipment and lighting regulated in Section C405.

C406.5.2 Enhanced renewable credit. Where the total minimum ratings of on-site renewable energy systems exceeds the rating in Section C406.5.1, additional energy efficiency credits shall be determined based on Equation 4-14, rounded to the nearest whole number.

$$AEEC_{RRa} = AEEC_{2.5} \times RRa/RR_1 \quad \textbf{(Equation 4-14)}$$

where:

$AEEC_{RRa}$ = Section C406.5.2 additional energy efficiency credits.

$AEEC_{2.5}$ = Section C406.5 credits from Tables C406.1(1) through C406.1(5).

RRa = Actual total minimum ratings of *on-site renewable energy* systems (in Btu/h, watts per square foot or W/m^2).

RR_1 = Minimum ratings of *on-site renewable energy* systems required by Section C406.5.1 (in Btu/h, watts per square foot or W/m^2).

C406.6 Dedicated outdoor air system. Buildings containing equipment or systems regulated by Section C403.3.4, C403.4.3, C403.4.4, C403.4.5, C403.6, C403.8.4, C403.8.6, C403.8.6.1, C403.10.1, C403.10.2, C403.10.3 or C403.10.4 shall be equipped with an independent ventilation system designed to provide not less than the minimum 100-percent outdoor air to each individual occupied space, as specified by the *International Mechanical Code*. The ventilation system shall be capable of total energy recovery. The HVAC system shall include supply-air temperature controls that automatically reset the supply-air temperature in response to representative building loads or to outdoor air temperatures. The controls shall reset the supply-air temperature not less

TABLE C406.1(4)
ADDITIONAL ENERGY EFFICIENCY CREDITS FOR GROUP M OCCUPANCIES

SECTION	CLIMATE ZONE																
	0A & 1A	0B & 1B	2A	2B	3A	3B	3C	4A	4B	4C	5A	5B	5C	6A	6B	7	8
C406.2.1: 5% heating efficiency improvement	NA	NA	NA	NA	1	1	NA	1	1	2	2	2	2	3	2	3	4
C406.2.2: 5% cooling efficiency improvement	5	6	4	4	3	3	1	2	2	1	1	2	NA	1	1	1	NA
C406.2.3: 10% heating efficiency improvement	NA	NA	NA	1	1	1	1	2	2	4	3	4	5	5	3	6	8
C406.2.4: 10% cooling efficiency improvement	9	12	9	8	6	6	3	4	4	1	2	3	NA	2	2	2	1
C406.3: Reduced lighting power	13	13	15	14	16	14	17	15	15	14	12	14	14	16	16	14	12
C406.4: Enhanced digital lighting controls	3	3	4	3	4	3	4	4	4	3	3	3	3	4	4	3	3
C406.5: On-site renewable energy	8	8	8	8	8	8	8	8	8	7	7	7	7	7	7	7	6
C406.6: Dedicated outdoor air system	3	4	3	3	3	3	1	3	2	2	2	3	2	4	3	4	4
C406.7.2: Recovered or renewable water heating	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
C406.7.3: Efficient fossil fuel water heater	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
C406.7.4: Heat pump water heater	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
C406.8: Enhanced envelope performance	4	6	3	4	3	3	1	6	4	4	4	5	4	6	5	8	9
C406.9: Reduced air infiltration	1	1	1	2	1	1	NA	3	1	1	3	2	1	7	3	6	3
C406.10: Energy monitoring	4	5	5	5	5	4	4	4	4	3	3	4	3	4	4	4	3
C406.11: Fault detection and diagnostics system	2	2	2	2	1	1	1	1	1	1	1	1	1	1	1	2	2

NA = Not Applicable.

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than 25 percent of the difference between the design supply-air temperature and the design room-air temperature.

C406.7 Reduced energy use in service water heating. Buildings shall comply with Section C406.7.1 and Section C406.7.2, C406.7.3 or C406.7.4.

C406.7.1 Building type. To qualify for this credit, the building shall contain one of the following use groups, and the additional energy efficiency credit shall be prorated by conditioned floor area of the portion of the building comprised of the following use groups:

1. Group R-1: Boarding houses, hotels or motels.
2. Group I-2: Hospitals, psychiatric hospitals and nursing homes.
3. Group A-2: Restaurants and banquet halls or buildings containing food preparation areas.
4. Group F: Laundries.
5. Group R-2.
6. Group A-3: Health clubs and spas.
7. Group E: Schools with full-service kitchens or locker rooms with showers.
8. Buildings showing a service hot water load of 10 percent or more of total building energy loads, as shown with an energy analysis as described in Section C407.

C406.7.2 Recovered or renewable water heating. The building service water-heating system shall have one or more of the following that are sized to provide not less than 30 percent of the building's annual hot water requirements, or sized to provide 70 percent of the building's annual hot water requirements if the building is required to comply with Section C403.10.5:

1. Waste heat recovery from service hot water, heat-recovery chillers, building equipment or process equipment.
2. *On-site renewable energy* water-heating systems.

TABLE C406.1(5)
ADDITIONAL ENERGY EFFICIENCY CREDITS FOR OTHER[a] OCCUPANCIES

SECTION	CLIMATE ZONE																
	0A & 1A	0B & 1B	2A	2B	3A	3B	3C	4A	4B	4C	5A	5B	5C	6A	6B	7	8
C406.2.1: 5% heating efficiency improvement	NA	NA	NA	NA	1	1	1	1	1	2	1	2	1	2	2	3	3
C406.2.2: 5% cooling efficiency improvement	5	5	4	4	3	3	2	2	2	1	1	2	1	1	1	1	1
C406.2.3: 10% heating efficiency improvement	NA	NA	NA	1	1	1	1	2	2	3	3	3	3	4	3	5	5
C406.2.4: 10% cooling efficiency improvement	8	9	8	7	5	5	3	4	4	2	2	3	2	2	2	2	2
C406.3: Reduced lighting power	8	8	9	9	9	9	10	8	9	9	7	8	8	8	8	8	7
C406.4: Enhanced digital lighting controls	2	2	2	2	2	2	2	2	2	2	2	3	2	2	2	2	1
C406.5: On-site renewable energy	8	8	8	8	8	8	8	8	8	7	7	7	7	7	7	7	7
C406.6: Dedicated outdoor air system	3	4	3	3	4	3	2	5	3	3	5	4	3	7	5	7	6
C406.7.2: Recovered or renewable water heating[b]	10	9	11	10	13	12	15	14	14	15	14	14	16	14	15	15	15
C406.7.3: Efficient fossil fuel water heater[b]	5	5	6	6	8	7	8	8	8	9	9	9	10	10	9	10	11
C406.7.4: Heat pump water heater[b]	6	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5
C406.8: Enhanced envelope performance	3	6	3	4	3	4	1	5	4	3	5	5	4	7	6	9	10
C406.9: Reduced air infiltration	3	2	2	4	4	2	NA	6	2	2	6	4	1	10	5	7	4
C406.10: Energy monitoring	3	3	3	3	3	3	3	3	3	3	2	3	2	2	2	3	2
C406.11: Fault detection and diagnostics system	2	2	2	2	1	1	1	1	1	1	1	1	1	1	1	1	1

NA = Not Applicable.

a. Other occupancy groups include all groups except Groups B, E, I, M and R.

b. For occupancy groups listed in Section C406.7.1.

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C406.7.3 Efficient fossil fuel water heater. The combined input-capacity weighted-average equipment rating of all fossil fuel water-heating equipment in the building shall be not less than 95 percent Et or 0.95 EF. This option shall receive only half the listed credits for buildings required to comply with Section C404.2.1.

C406.7.4 Heat pump water heater. Where electric resistance water heaters are allowed, all service hot water system heating requirements shall be met using heat pump technology with a combined input-capacity weighted-average EF of 3.0. Air-source heat pump water heaters shall not draw conditioned air from within the building, except exhaust air that would otherwise be exhausted to the exterior.

C406.8 Enhanced envelope performance. The total UA of the *building thermal envelope* as designed shall be not less than 15 percent below the total UA of the *building thermal envelope* in accordance with Section C402.1.5.

C406.9 Reduced air infiltration. Air infiltration shall be verified by whole-building pressurization testing conducted in accordance with ASTM E779 or ASTM E1827 by an independent third party. The measured air-leakage rate of the building envelope shall not exceed 0.25 cfm/ft^2 (2.0 L/s × m^2) under a pressure differential of 0.3 inches water column (75 Pa), with the calculated surface area being the sum of the above- and below-grade building envelope. A report that includes the tested surface area, floor area, air by volume, stories above grade, and leakage rates shall be submitted to the code official and the building owner.

Exception: For buildings having over 250,000 square feet (25 000 m^2) of *conditioned floor area*, air leakage testing need not be conducted on the whole building where testing is conducted on representative above-grade sections of the building. Tested areas shall total not less than 25 percent of the conditioned floor area and shall be tested in accordance with this section.

C406.10 Energy monitoring. Buildings shall be equipped to measure, monitor, record and report energy consumption data in compliance with Sections C406.10.1 through C406.10.5.

C406.10.1 Electrical energy metering. For all electrical energy supplied to the building and its associated site, including but not limited to site lighting, parking, recreational facilities, and other areas that serve the building and its occupants, meters or other measurement devices shall be provided to collect energy consumption data for each end-use category required by Section C406.10.2.

C406.10.2 End-use metering categories. Meters or other *approved* measurement devices shall be provided to collect energy use data for each end-use category listed in Table 406.10.2. These meters shall have the capability to collect energy consumption data for the whole building or for each separately metered portion of the building. Where multiple meters are used to measure any end-use category, the data acquisition system shall total all of the energy used by that category. Not more than 5 percent of the measured load for each of the end-use categories listed in Table 406.10.2 is permitted to be from a load not within the category.

Exceptions:

1. HVAC and water-heating equipment serving only an individual dwelling unit does not require end-use metering.
2. End-use metering is not required for fire pumps, stairwell pressurization fans or any system that operates only during testing or emergency.

TABLE C406.10.2
ENERGY USE CATEGORIES

LOAD CATEGORY	DESCRIPTION OF ENERGY USE
Total HVAC system	Heating, cooling and ventilation, including but not limited to fans, pumps, boilers, chillers and water heating. Energy used by 120-volt equipment, or by 208/120-volt equipment that is located in a building where the main service is 480/277-volt power, is permitted to be excluded from total HVAC system energy use.
Interior lighting	Lighting systems located within the building.
Exterior lighting	Lighting systems located on the building site but not within the building.
Plug loads	Devices, appliances and equipment connected to convenience receptacle outlets.
Process loads	Any single load that is not included in an HVAC, lighting or plug load category and that exceeds 5 percent of the peak connected load of the whole building, including but not limited to data centers, manufacturing equipment and commercial kitchens.
Building operations and other miscellaneous loads	The remaining loads not included elsewhere in this table, including but not limited to vertical transportation systems and automatic doors.

C406.10.3 Meters. Meters or other measurement devices required by this section shall be configured to automatically communicate energy consumption data to the data acquisition system required by Section C406.10.4. Source meters shall be allowed to be any digital-type meter. Lighting, HVAC or other building systems that can monitor their energy consumption shall be permitted instead of meters. Current sensors shall be permitted, provided that they have a tested accuracy of ±2 percent. Required metering systems and equipment shall have the capability to provide at least hourly data that is fully integrated into the data acquisition system and graphical energy report in accordance with Sections C406.10.4 and C406.10.5.

C406.10.4 Data acquisition system. A data acquisition system shall have the capability to store the data from the required meters and other sensing devices for a minimum of 36 months. The data acquisition system shall have the capability to store real-time energy consumption data and provide hourly, daily, monthly and yearly logged data for each end-use category required by Section C406.10.2.

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C406.10.5 Graphical energy report. A permanent and readily accessible reporting mechanism shall be provided in the building that is accessible by building operation and management personnel. The reporting mechanism shall have the capability to graphically provide the energy consumption for each end-use category required by Section C406.10.2 at least every hour, day, month and year for the previous 36 months.

C406.11 Fault detection and diagnostics system. A fault detection and diagnostics system shall be installed to monitor the HVAC system's performance and automatically identify faults. The system shall do all of the following:

1. Include permanently installed sensors and devices to monitor the HVAC system's performance.
2. Sample the HVAC system's performance at least once every 15 minutes.
3. Automatically identify and report HVAC system faults.
4. Automatically notify authorized personnel of identified HVAC system faults.
5. Automatically provide prioritized recommendations for repair of identified faults based on analysis of data collected from the sampling of the HVAC system performance.
6. Be capable of transmitting the prioritized fault repair recommendations to remotely located authorized personnel.

C406.12 Efficient kitchen equipment. For buildings and spaces designated as Group A-2 or facilities that include a commercial kitchen with at least one gas or electric fryer, all fryers, dishwashers, steam cookers and ovens shall comply with all of the following:

1. Achieve performance levels in accordance with the equipment specifications listed in Tables C406.12(1) through C406.12(4) when rated in accordance with the applicable test procedure.
2. Be installed prior to the issuance of the Certificate of Occupancy.
3. Have associated performance levels listed on the construction documents submitted for permitting.

Energy efficiency credits for efficient kitchen equipment shall be independent of climate zone and determined based on Equation 4-15, rounded to the nearest whole number.

$$AEEC_K = 20 \times Area_K / Area_B \quad \textbf{(Equation 4-15)}$$

where:

$AEEC_K$ = Section C406.12 additional energy efficiency credits.

$Area_K$ = Floor area of full-service kitchen (ft² or m²).

$Area_B$ = Gross floor area of building (ft² or m²).

TABLE C406.12(1)
MINIMUM EFFICIENCY REQUIREMENTS: COMMERCIAL FRYERS

FRYER TYPE	HEAVY-LOAD COOKING ENERGY EFFICIENCY	IDLE ENERGY RATE	TEST PROCEDURE
Standard open deep-fat gas fryers	≥ 50%	≤ 9,000 Btu/h	ASTM F1361
Standard open deep-fat electric fryers	≥ 83%	≤ 800 watts	
Large-vat open deep-fat gas fryers	≥ 50%	≤ 12,000 Btu/h	ASTM F2144
Large-vat open deep-fat electric fryers	≥ 80%	≤ 1,100 watts	

For SI: 1 Btu/h = 0.293/W.

TABLE C406.12(2)
MINIMUM EFFICIENCY REQUIREMENTS: COMMERCIAL STEAM COOKERS

FUEL TYPE	PAN CAPACITY	COOKING ENERGY EFFICIENCY[a]	IDLE ENERGY RATE	TEST PROCEDURE
Electric steam	3-pan	50%	400 watts	ASTM F1484
	4-pan	50%	530 watts	
	5-pan	50%	670 watts	
	6-pan and larger	50%	800 watts	
Gas steam	3-pan	38%	6,250 Btu/h	
	4-pan	38%	8,350 Btu/h	
	5-pan	38%	10,400 Btu/h	
	6-pan and larger	38%	12,500 Btu/h	

For SI: Btu/h = 0.293/W.

a. Cooking energy efficiency is based on heavy load (potato) cooking capacity.

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TABLE C406.12(3)
MINIMUM EFFICIENCY REQUIREMENTS: COMMERCIAL DISHWASHERS

MACHINE TYPE	HIGH-TEMPERATURE EFFICIENCY REQUIREMENTS		LOW-TEMPERATURE EFFICIENCY REQUIREMENTS		TEST PROCEDURE
	Idle energy rate[a]	Water consumption[b]	Idle energy rate[a]	Water consumption[b]	
Under counter	≤ .50 kW	≤ 0.86 GPR	≤ 0.50 kW	≤ 1.19 GPR	ASTM F1696 ASTM F1920
Stationary single-tank door	≤ .70 kW	≤ 0.89 GPR	≤ 0.60 kW	≤ 1.18 GPR	
Pot, pan and utensil	≤ 1.20 kW	≤ 0.58 GPR	≤ 1.00 kW	≤ 0.58 GPSF	
Single-tank conveyor	≤ 1.50 kW	≤ 0.70 GPR	≤ 1.50 kW	≤ 0.79 GPR	
Multiple-tank conveyor	≤ 2.25 kW	≤ 0.54 GPR	≤ 2.00 kW	≤ 0.54 GPR	
Single-tank flight	Reported	GPH ≤ 2.975x + 55.00	Reported	GPH ≤ 2.975x + 55.00	
Multiple-tank flight	Reported	GPH ≤ 4.96x + 17.00	Reported	GPH ≤ 4.96x + 17.00	

a. Idle results shall be measured with the door closed and represent the total idle energy consumed by the machine, including all tank heaters and controls. Booster heater (internal or external) energy consumption shall not be part of this measurement unless it cannot be separately monitored.
b. GPR = gallons per rack, GPSF = gallons per square foot of rack, GPH = gallons per hour, x = maximum conveyor belt speed (feet/minute) × conveyor belt width (feet).

TABLE C406.12(4)
MINIMUM EFFICIENCY REQUIREMENTS: COMMERCIAL OVENS

FUEL TYPE	CLASSIFICATION	IDLE RATE	COOKING-ENERGY EFFICIENCY, %	TEST PROCEDURE
Convection ovens				
Gas	Full-size	≤ 12,000 Btu/h	≥ 46	ASTM F1496
Electric	Half-size	≤ 1.0 Btu/h	≥ 71	
	Full-size	≤ 1.60 Btu/h		
Combination ovens				
Gas	Steam mode	≤ 200P^a + 6,511 Btu/h	≥ 41	ASTM F2861
	Convection mode	≤ 150P^a + 5,425 Btu/h	≥ 56	
Electric	Steam mode	≤ 0.133P^a + 0.6400 kW	≥ 55	
	Convection mode	≤ 0.080P^a + 0.4989 kW	≥ 76	
Rack ovens				
Gas	Single	≤ 25,000 Btu/h	≥ 48	ASTM F2093
	Double	≤ 30,000 Btu/h	≥ 52	

For SI: 1 Btu/h = 0.293/W.
a. P = Pan Capacity: the number of steam table pans the combination oven is able to accommodate in accordance with ASTM F1495.

SECTION C407
TOTAL BUILDING PERFORMANCE

C407.1 Scope. This section establishes criteria for compliance using total building performance. The following systems and loads shall be included in determining the total building performance: heating systems, cooling systems, service water heating, fan systems, lighting power, receptacle loads and process loads.

Exception: Energy used to recharge or refuel vehicles that are used for on-road and off-site transportation purposes.

C407.2 Mandatory requirements. Compliance based on total building performance requires that a proposed design meet all of the following:

1. The requirements of the sections indicated within Table C407.2.
2. An annual energy cost that is less than or equal to 80 percent of the annual energy cost of the *standard reference design*. Energy prices shall be taken from a source *approved* by the *code official*, such as the Department of Energy, Energy Information Administration's *State Energy Data System Prices and*

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Expenditures reports. *Code officials* shall be permitted to require time-of-use pricing in energy cost calculations. The reduction in energy cost of the proposed design associated with *on-site renewable energy* shall be not more than 5 percent of the total energy cost. The amount of renewable energy purchased from off-site sources shall be the same in the *standard reference design* and the *proposed design*.

Exception: Jurisdictions that require site energy (1 kWh = 3413 Btu) rather than energy cost as the metric of comparison.

TABLE C407.2
REQUIREMENTS FOR TOTAL BUILDING PERFORMANCE

SECTION[a]	TITLE
Envelope	
C402.5	Air leakage—thermal envelope
Mechanical	
C403.1.1	Calculation of heating and cooling loads
C403.1.2	Data centers
C403.2	System design
C403.3	Heating and cooling equipment efficiencies
C403.4, except C403.4.3, C403.4.4 and C403.4.5	Heating and cooling system controls
C403.5.5	Economizer fault detection and diagnostics
C403.7, except C403.7.4.1	Ventilation and exhaust systems
C403.8, except C403.8.6	Fan and fan controls
C403.9	Large-diameter ceiling fans
C403.11, except C403.11.3	Refrigeration equipment performance
C403.12	Construction of HVAC system elements
C403.13	Mechanical systems located outside of the building thermal envelope
C404	Service water heating
C405, except C405.3	Electrical power and lighting systems
C408	Maintenance information and system commisioning

a. Reference to a code section includes all the relative subsections except as indicated in the table.

C407.3 Documentation. Documentation verifying that the methods and accuracy of compliance software tools conform to the provisions of this section shall be provided to the *code official.*

C407.3.1 Compliance report. Permit submittals shall include a report documenting that the proposed design has annual energy costs less than or equal to the annual energy costs of the standard reference design. The compliance documentation shall include the following information:

1. Address of the building.
2. An inspection checklist documenting the building component characteristics of the *proposed design* as specified in Table C407.4.1(1). The inspection checklist shall show the estimated annual energy cost for both the *standard reference design* and the *proposed design*.
3. Name of individual completing the compliance report.
4. Name and version of the compliance software tool.

C407.3.2 Additional documentation. The *code official* shall be permitted to require the following documents:

1. Documentation of the building component characteristics of the *standard reference design*.
2. Thermal zoning diagrams consisting of floor plans showing the thermal zoning scheme for *standard reference design* and *proposed design*.
3. Input and output reports from the energy analysis simulation program containing the complete input and output files, as applicable. The output file shall include energy use totals and energy use by energy source and end-use served, total hours that space conditioning loads are not met and any errors or warning messages generated by the simulation tool as applicable.
4. An explanation of any error or warning messages appearing in the simulation tool output.
5. A certification signed by the builder providing the building component characteristics of the *proposed design* as given in Table C407.4.1(1).
6. Documentation of the reduction in energy use associated with *on-site renewable energy*.

C407.4 Calculation procedure. Except as specified by this section, the *standard reference design* and *proposed design* shall be configured and analyzed using identical methods and techniques.

C407.4.1 Building specifications. The *standard reference design* and *proposed design* shall be configured and analyzed as specified by Table C407.4.1(1). Table C407.4.1(1) shall include by reference all notes contained in Table C402.1.4.

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TABLE C407.4.1(1)
SPECIFICATIONS FOR THE STANDARD REFERENCE AND PROPOSED DESIGNS

BUILDING COMPONENT CHARACTERISTICS	STANDARD REFERENCE DESIGN	PROPOSED DESIGN
Space use classification	Same as proposed	The space use classification shall be chosen in accordance with Table C405.3.2(1) or C405.3.2(2) for all areas of the building covered by this permit. Where the space use classification for a building is not known, the building shall be categorized as an office building.
Roofs	Type: insulation entirely above deck	As proposed
	Gross area: same as proposed	As proposed
	U-factor: as specified in Table C402.1.4	As proposed
	Solar absorptance: 0.75	As proposed
	Emittance: 0.90	As proposed
Walls, above-grade	Type: same as proposed	As proposed
	Gross area: same as proposed	As proposed
	U-factor: as specified in Table C402.1.4	As proposed
	Solar absorptance: 0.75	As proposed
	Emittance: 0.90	As proposed
Walls, below-grade	Type: mass wall	As proposed
	Gross area: same as proposed	As proposed
	U-Factor: as specified in Table C402.1.4 with insulation layer on interior side of walls	As proposed
Floors, above-grade	Type: joist/framed floor	As proposed
	Gross area: same as proposed	As proposed
	U-factor: as specified in Table C402.1.4	As proposed
Floors, slab-on-grade	Type: unheated	As proposed
	F-factor: as specified in Table C402.1.4	As proposed
Opaque doors	Type: swinging	As proposed
	Area: Same as proposed	As proposed
	U-factor: as specified in Table C402.1.4	As proposed
Vertical fenestration other than opaque doors	Area 1. The proposed vertical fenestration area; where the proposed vertical fenestration area is less than 40 percent of above-grade wall area. 2. 40 percent of above-grade wall area; where the proposed vertical fenestration area is 40 percent or more of the above-grade wall area.	As proposed
	U-factor: as specified in Table C402.4	As proposed
	SHGC: as specified in Table C402.4 except that for climates with no requirement (NR) SHGC = 0.40 shall be used	As proposed
	External shading and PF: none	As proposed

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TABLE C407.4.1(1)—continued
SPECIFICATIONS FOR THE STANDARD REFERENCE AND PROPOSED DESIGNS

BUILDING COMPONENT CHARACTERISTICS	STANDARD REFERENCE DESIGN	PROPOSED DESIGN
Skylights	Area 1. The proposed skylight area; where the proposed skylight area is less than that permitted by Section C402.1. 2. The area permitted by Section C402.1; where the proposed skylight area exceeds that permitted by Section C402.1.	As proposed
	U-factor: as specified in Table C402.4	As proposed
	SHGC: as specified in Table C402.4 except that for climates with no requirement (NR) SHGC = 0.40 shall be used.	As proposed
Lighting, interior	The interior lighting power shall be determined in accordance with Section C405.3.2. Where the occupancy of the building is not known, the lighting power density shall be 1.0 watt per square foot based on the categorization of buildings with unknown space classification as offices.	As proposed
Lighting, exterior	The lighting power shall be determined in accordance with Tables C405.5.2(1), C405.5.2(2) and C405.5.2(3). Areas and dimensions of surfaces shall be the same as proposed.	As proposed
Internal gains	Same as proposed	Receptacle, motor and process loads shall be modeled and estimated based on the space use classification. End-use load components within and associated with the building shall be modeled to include, but not be limited to, the following: exhaust fans, parking garage ventilation fans, exterior building lighting, swimming pool heaters and pumps, elevators, escalators, refrigeration equipment and cooking equipment.
Schedules	Same as proposed **Exception:** Thermostat settings and schedules for HVAC systems that utilize radiant heating, radiant cooling and elevated air speed, provided that equivalent levels of occupant thermal comfort are demonstrated by means of equal Standard Effective Temperature as calculated in Normative Appendix B of ASHRAE Standard 55.	Operating schedules shall include hourly profiles for daily operation and shall account for variations between weekdays, weekends, holidays and any seasonal operation. Schedules shall model the time-dependent variations in occupancy, illumination, receptacle loads, thermostat settings, mechanical ventilation, HVAC equipment availability, service hot water usage and any process loads. The schedules shall be typical of the proposed building type as determined by the designer and approved by the jurisdiction.
Mechanical ventilation	Same as proposed	As proposed, in accordance with Section C403.2.2.
Heating systems	Fuel type: same as proposed design	As proposed
	Equipment type[a]: as specified in Tables C407.4.1(2) and C407.4.1(3)	As proposed
	Efficiency: as specified in the tables in Section C403.3.2.	As proposed
	Capacity[b]: sized proportionally to the capacities in the proposed design based on sizing runs, and shall be established such that no smaller number of unmet heating load hours and no larger heating capacity safety factors are provided than in the proposed design.	As proposed

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TABLE C407.4.1(1)—continued
SPECIFICATIONS FOR THE STANDARD REFERENCE AND PROPOSED DESIGNS

BUILDING COMPONENT CHARACTERISTICS	STANDARD REFERENCE DESIGN	PROPOSED DESIGN
Cooling systems	Fuel type: same as proposed design	As proposed
	Equipment type[c]: as specified in Tables C407.4.1(2) and C407.4.1(3)	As proposed
	Efficiency: as specified in Tables C403.3.2(1), C403.3.2(2) and C403.3.2(3)	As proposed
	Capacity[b]: sized proportionally to the capacities in the proposed design based on sizing runs, and shall be established such that no smaller number of unmet cooling load hours and no larger cooling capacity safety factors are provided than in the proposed design.	As proposed
	Economizer[d]: same as proposed, in accordance with Section C403.5.	As proposed
Service water heating[e]	Fuel type: same as proposed	As proposed
	Efficiency: as specified in Table C404.2	For Group R, as proposed multiplied by SWHF. For other than Group R, as proposed multiplied by efficiency as provided by the manufacturer of the DWHR unit.
	Capacity: same as proposed	As proposed
	Where no service water hot water system exists or is specified in the proposed design, no service hot water heating shall be modeled.	

For SI: 1 watt per square foot = 10.7 w/m^2.

SWHF = Service Water Heat Recovery factor, DWHR = Drain Water Heat Recovery.

a. Where no heating system exists or has been specified, the heating system shall be modeled as fossil fuel. The system characteristics shall be identical in both the standard reference design and proposed design.

b. The ratio between the capacities used in the annual simulations and the capacities determined by sizing runs shall be the same for both the standard reference design and proposed design.

c. Where no cooling system exists or no cooling system has been specified, the cooling system shall be modeled as an air-cooled single-zone system, one unit per thermal zone. The system characteristics shall be identical in both the standard reference design and proposed design.

d. If an economizer is required in accordance with Table C403.5(1) and where no economizer exists or is specified in the proposed design, then a supply-air economizer shall be provided in the standard reference design in accordance with Section C403.5.

e. The SWHF shall be applied as follows:
   1. Where potable water from the DWHR unit supplies not less than one shower and not greater than two showers, of which the drain water from the same showers flows through the DWHR unit then SWHF = [1 – (DWHR unit efficiency × 0.36)].
   2. Where potable water from the DWHR unit supplies not less than three showers and not greater than four showers, of which the drain water from the same showers flows through the DWHR unit then SWHF = [1 – (DWHR unit efficiency × 0.33)].
   3. Where potable water from the DWHR unit supplies not less than five showers and not greater than six showers, of which the drain water from the same showers flows through the DWHR unit, then SWHF = [1 – (DWHR unit efficiency × 0.26)].
   4. Where Items 1 through 3 are not met, SWHF = 1.0.

C407.4.2 Thermal blocks. The *standard reference design* and *proposed design* shall be analyzed using identical thermal blocks as specified in Section C407.4.2.1, C407.4.2.2 or C407.4.2.3.

C407.4.2.1 HVAC zones designed. Where HVAC *zones* are defined on HVAC design drawings, each HVAC *zone* shall be modeled as a separate thermal block.

Exception: Different HVAC *zones* shall be allowed to be combined to create a single thermal block or identical thermal blocks to which multipliers are applied, provided that:

1. The space use classification is the same throughout the thermal block.
2. All HVAC *zones* in the thermal block that are adjacent to glazed exterior walls face the same orientation or their orientations are within 45 degrees (0.79 rad) of each other.
3. All of the *zones* are served by the same HVAC system or by the same kind of HVAC system.

C407.4.2.2 HVAC zones not designed. Where HVAC *zones* have not yet been designed, thermal blocks shall be defined based on similar internal load densities, occupancy, lighting, thermal and temperature schedules, and in combination with the following guidelines:

1. Separate thermal blocks shall be assumed for interior and perimeter spaces. Interior spaces shall be those located more than 15 feet (4572 mm) from an exterior wall. Perimeter spaces

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TABLE C407.4.1(2)
HVAC SYSTEMS MAP

CONDENSER COOLING SOURCE[a]	HEATING SYSTEM CLASSIFICATION[b]	STANDARD REFERENCE DESIGN HVC SYSTEM TYPE[c]		
		Single-zone Residential System	Single-zone Nonresidential System	All Other
Water/ground	Electric resistance	System 5	System 5	System 1
	Heat pump	System 6	System 6	System 6
	Fossil fuel	System 7	System 7	System 2
Air/none	Electric resistance	System 8	System 9	System 3
	Heat pump	System 8	System 9	System 3
	Fossil fuel	System 10	System 11	System 4

a. Select "water/ground" where the proposed design system condenser is water or evaporatively cooled; select "air/none" where the condenser is air cooled. Closed-circuit dry coolers shall be considered to be air cooled. Systems utilizing district cooling shall be treated as if the condenser water type were "water." Where mechanical cooling is not specified or the mechanical cooling system in the proposed design does not require heat rejection, the system shall be treated as if the condenser water type were "Air." For proposed designs with ground-source or groundwater-source heat pumps, the standard reference design HVAC system shall be water-source heat pump (System 6).

b. Select the path that corresponds to the proposed design heat source: electric resistance, heat pump (including air source and water source), or fuel fired. Systems utilizing district heating (steam or hot water) and systems without heating capability shall be treated as if the heating system type were "fossil fuel." For systems with mixed fuel heating sources, the system or systems that use the secondary heating source type (the one with the smallest total installed output capacity for the spaces served by the system) shall be modeled identically in the standard reference design and the primary heating source type shall be used to determine standard reference design HVAC system type.

c. Select the standard reference design HVAC system category: The system under "single-zone residential system" shall be selected where the HVAC system in the proposed design is a single-zone system and serves a Group R occupancy. The system under "single-zone nonresidential system" shall be selected where the HVAC system in the proposed design is a single-zone system and serves other than Group R occupancy. The system under "all other" shall be selected for all other cases.

shall be those located closer than 15 feet (4572 mm) from an *exterior wall*.

2. Separate thermal blocks shall be assumed for spaces adjacent to glazed exterior walls: a separate *zone* shall be provided for each orientation, except orientations that differ by not more than 45 degrees (0.79 rad) shall be permitted to be considered to be the same orientation. Each *zone* shall include floor area that is 15 feet (4572 mm) or less from a glazed perimeter wall, except that floor area within 15 feet (4572 mm) of glazed perimeter walls having more than one orientation shall be divided proportionately between *zones*.
3. Separate thermal blocks shall be assumed for spaces having floors that are in contact with the ground or exposed to ambient conditions from *zones* that do not share these features.
4. Separate thermal blocks shall be assumed for spaces having exterior ceiling or roof assemblies from *zones* that do not share these features.

C407.4.2.3 Group R-2 occupancy buildings. Group R-2 occupancy spaces shall be modeled using one thermal block per space except that those facing the same orientations are permitted to be combined into one thermal block. Corner units and units with roof or floor loads shall only be combined with units sharing these features.

C407.5 Calculation software tools. Calculation procedures used to comply with this section shall be software tools capable of calculating the annual energy consumption of all building elements that differ between the *standard reference design* and the *proposed design* and shall include the following capabilities.

1. Building operation for a full calendar year (8,760 hours).
2. Climate data for a full calendar year (8,760 hours) and shall reflect *approved* coincident hourly data for temperature, solar radiation, humidity and wind speed for the building location.
3. Ten or more thermal zones.
4. Thermal mass effects.
5. Hourly variations in occupancy, illumination, receptacle loads, thermostat settings, mechanical ventilation, HVAC equipment availability, service hot water usage and any process loads.
6. Part-load performance curves for mechanical equipment.
7. Capacity and efficiency correction curves for mechanical heating and cooling equipment.
8. Printed *code official* inspection checklist listing each of the *proposed design* component characteristics from Table C407.4.1(1) determined by the analysis to provide compliance, along with their respective performance ratings, including but not limited to *R*-value, *U*-factor, SHGC, HSPF, AFUE, SEER and EF.

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TABLE C407.4.1(3)
SPECIFICATIONS FOR THE STANDARD REFERENCE DESIGN HVAC SYSTEM DESCRIPTIONS

SYSTEM NO.	SYSTEM TYPE	FAN CONTROL	COOLING TYPE	HEATING TYPE
1	Variable air volume with parallel fan-powered boxes[a]	VAV[d]	Chilled water[e]	Electric resistance
2	Variable air volume with reheat[b]	VAV[d]	Chilled water[e]	Hot water fossil fuel boiler[f]
3	Packaged variable air volume with parallel fan-powered boxes[a]	VAV[d]	Direct expansion[c]	Electric resistance
4	Packaged variable air volume with reheat[b]	VAV[d]	Direct expansion[c]	Hot water fossil fuel boiler[f]
5	Two-pipe fan coil	Constant volume[i]	Chilled water[e]	Electric resistance
6	Water-source heat pump	Constant volume[i]	Direct expansion[c]	Electric heat pump and boiler[g]
7	Four-pipe fan coil	Constant volume[i]	Chilled water[e]	Hot water fossil fuel boiler[f]
8	Packaged terminal heat pump	Constant volume[i]	Direct expansion[c]	Electric heat pump[h]
9	Packaged rooftop heat pump	Constant volume[i]	Direct expansion[c]	Electric heat pump[h]
10	Packaged terminal air conditioner	Constant volume[i]	Direct expansion	Hot water fossil fuel boiler[f]
11	Packaged rooftop air conditioner	Constant volume[i]	Direct expansion	Fossil fuel furnace

For SI: 1 foot = 304.8 mm, 1 cfm = 0.4719 L/s, 1 Btu/h = 0.293/W, °C = [(°F) – 32]/1.8.

a. **VAV with parallel boxes:** Fans in parallel VAV fan-powered boxes shall be sized for 50 percent of the peak design flow rate and shall be modeled with 0.35 W/cfm fan power. Minimum volume setpoints for fan-powered boxes shall be equal to the minimum rate for the space required for ventilation consistent with Section C403.6.1, Item 3. Supply air temperature setpoint shall be constant at the design condition.

b. **VAV with reheat:** Minimum volume setpoints for VAV reheat boxes shall be 0.4 cfm/ft^2 of floor area. Supply air temperature shall be reset based on zone demand from the design temperature difference to a 10°F temperature difference under minimum load conditions. Design airflow rates shall be sized for the reset supply air temperature; i.e., a 10°F temperature difference.

c. **Direct expansion:** The fuel type for the cooling system shall match that of the cooling system in the proposed design.

d. **VAV:** Where the proposed design system has a supply, return or relief fan motor 25 hp or larger, the corresponding fan in the VAV system of the standard reference design shall be modeled assuming a variable-speed drive. For smaller fans, a forward-curved centrifugal fan with inlet vanes shall be modeled. Where the proposed design's system has a direct digital control system at the zone level, static pressure setpoint reset based on zone requirements in accordance with Section C403.8.6 shall be modeled.

e. **Chilled water:** For systems using purchased chilled water, the chillers are not explicitly modeled and chilled water costs shall be based as determined in Sections C407.2 and C407.4.2. Otherwise, the standard reference design's chiller plant shall be modeled with chillers having the number as indicated in Table C407.4.1(4) as a function of standard reference building chiller plant load and type as indicated in Table C407.4.1(5) as a function of individual chiller load. Where chiller fuel source is mixed, the system in the standard reference design shall have chillers with the same fuel types and with capacities having the same proportional capacity as the proposed design's chillers for each fuel type. Chilled water supply temperature shall be modeled at 44°F design supply temperature and 56°F return temperature. Piping losses shall not be modeled in either building model. Chilled water supply water temperature shall be reset in accordance with Section C403.4.4. Pump system power for each pumping system shall be the same as the proposed design; where the proposed design has no chilled water pumps, the standard reference design pump power shall be 22 W/gpm (equal to a pump operating against a 75-foot head, 65-percent combined impeller and motor efficiency). The chilled water system shall be modeled as primary-only variable flow with flow maintained at the design rate through each chiller using a bypass. Chilled water pumps shall be modeled as riding the pump curve or with variable-speed drives where required in Section C403.4.4. The heat rejection device shall be an axial fan cooling tower with two-speed fans where required in Section C403.10. Condenser water design supply temperature shall be 85°F or 10°F approach to design wet-bulb temperature, whichever is lower, with a design temperature rise of 10°F. The tower shall be controlled to maintain a 70°F leaving water temperature where weather permits, floating up to leaving water temperature at design conditions. Pump system power for each pumping system shall be the same as the proposed design; where the proposed design has no condenser water pumps, the standard reference design pump power shall be 19 W/gpm (equal to a pump operating against a 60-foot head, 60-percent combined impeller and motor efficiency). Each chiller shall be modeled with separate condenser water and chilled water pumps interlocked to operate with the associated chiller.

f. **Fossil fuel boiler:** For systems using purchased hot water or steam, the boilers are not explicitly modeled and hot water or steam costs shall be based on actual utility rates. Otherwise, the boiler plant shall use the same fuel as the proposed design and shall be natural draft. The standard reference design boiler plant shall be modeled with a single boiler where the standard reference design plant load is 600,000 Btu/h and less and with two equally sized boilers for plant capacities exceeding 600,000 Btu/h. Boilers shall be staged as required by the load. Hot water supply temperature shall be modeled at 180°F design supply temperature and 130°F return temperature. Piping losses shall not be modeled in either building model. Hot water supply water temperature shall be reset in accordance with Section C403.4.4. Pump system power for each pumping system shall be the same as the proposed design; where the proposed design has no hot water pumps, the standard reference design pump power shall be 19 W/gpm (equal to a pump operating against a 60-foot head, 60-percent combined impeller and motor efficiency). The hot water system shall be modeled as primary only with continuous variable flow. Hot water pumps shall be modeled as riding the pump curve or with variable speed drives where required by Section C403.4.4.

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TABLE C407.4.1(3)—continued
SPECIFICATIONS FOR THE STANDARD REFERENCE DESIGN HVAC SYSTEM DESCRIPTIONS

g. **Electric heat pump and boiler:** Water-source heat pumps shall be connected to a common heat pump water loop controlled to maintain temperatures between 60°F and 90°F. Heat rejection from the loop shall be provided by an axial fan closed-circuit evaporative fluid cooler with two-speed fans where required in Section C403.8.6. Heat addition to the loop shall be provided by a boiler that uses the same fuel as the proposed design and shall be natural draft. Where no boilers exist in the proposed design, the standard reference building boilers shall be fossil fuel. The standard reference design boiler plant shall be modeled with a single boiler where the standard reference design plant load is 600,000 Btu/h or less and with two equally sized boilers for plant capacities exceeding 600,000 Btu/h. Boilers shall be staged as required by the load. Piping losses shall not be modeled in either building model. Pump system power shall be the same as the proposed design; where the proposed design has no pumps, the standard reference design pump power shall be 22 W/gpm, which is equal to a pump operating against a 75-foot head, with a 65-percent combined impeller and motor efficiency. Loop flow shall be variable with flow shutoff at each heat pump when its compressor cycles off as required by Section C403.4.4. Loop pumps shall be modeled as riding the pump curve or with variable speed drives where required by Section C403.10.

h. **Electric heat pump:** Electric air-source heat pumps shall be modeled with electric auxiliary heat. The system shall be controlled with a multistage space thermostat and an outdoor air thermostat wired to energize auxiliary heat only on the last thermostat stage and when outdoor air temperature is less than 40°F.

i. **Constant volume:** Fans shall be controlled in the same manner as in the proposed design; i.e., fan operation whenever the space is occupied or fan operation cycled on calls for heating and cooling. Where the fan is modeled as cycling and the fan energy is included in the energy efficiency rating of the equipment, fan energy shall not be modeled explicitly.

TABLE C407.5.1(4)
NUMBER OF CHILLERS

TOTAL CHILLER PLANT CAPACITY	NUMBER OF CHILLERS
≤ 300 tons	1
> 300 tons, < 600 tons	2, sized equally
≥ 600 tons	2 minimum, with chillers added so that all are sized equally and none is larger than 800 tons

For SI: 1 ton = 3517 W.

TABLE C407.5.1(5)
WATER CHILLER TYPES

INDIVIDUAL CHILLER PLANT CAPACITY	ELECTRIC CHILLER TYPE	FOSSIL FUEL CHILLER TYPE
≤ 100 tons	Reciprocating	Single-effect absorption, direct fired
> 100 tons, < 300 tons	Screw	Double-effect absorption, direct fired
≥ 300 tons	Centrifugal	Double-effect absorption, direct fired

For SI: 1 ton = 3517 W.

C407.5.1 Specific approval. Performance analysis tools complying with the applicable subsections of Section C407 and tested according to ASHRAE Standard 140 shall be permitted to be *approved.* Tools are permitted to be *approved* based on meeting a specified threshold for a jurisdiction. The *code official* shall be permitted to approve tools for a specified application or limited scope.

C407.5.2 Input values. Where calculations require input values not specified by Sections C402, C403, C404 and C405, those input values shall be taken from an *approved* source.

C407.5.3 Exceptional calculation methods. Where the simulation program does not model a design, material or device of the *proposed design*, an exceptional calculation method shall be used where approved by the *code official*. Where there are multiple designs, materials or devices that the simulation program does not model, each shall be calculated separately and exceptional savings determined for each. The total exceptional savings shall not constitute more than half of the difference between the baseline building performance and the proposed building performance. Applications for approval of an exceptional method shall include all of the following:

1. Step-by-step documentation of the exceptional calculation method performed, detailed enough to reproduce the results.
2. Copies of all spreadsheets used to perform the calculations.
3. A sensitivity analysis of energy consumption where each of the input parameters is varied from half to double the value assumed.
4. The calculations shall be performed on a time step basis consistent with the simulation program used.
5. The performance rating calculated with and without the exceptional calculation method.

SECTION C408
MAINTENANCE INFORMATION AND SYSTEM COMMISSIONING

C408.1 General. This section covers the provision of maintenance information and the commissioning of, and the functional testing requirements for, building systems.

C408.1.1 Building operations and maintenance information. The building operations and maintenance documents shall be provided to the owner and shall consist of manufacturers' information, specifications and recommendations; programming procedures and data points; narratives; and other means of illustrating to the owner how the building, equipment and systems are intended to be installed, maintained and operated. Required regular maintenance actions for equipment and systems shall be clearly stated on a readily visible label. The label shall include the title or publication number for the operation and maintenance manual for that particular model and type of product.

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C408.2 Mechanical systems and service water-heating systems commissioning and completion requirements. Prior to the final mechanical and plumbing inspections, the *registered design professional or approved agency* shall provide evidence of mechanical systems *commissioning* and completion in accordance with the provisions of this section.

Construction document notes shall clearly indicate provisions for *commissioning* and completion requirements in accordance with this section and are permitted to refer to specifications for further requirements. Copies of all documentation shall be given to the owner or owner's authorized agent and made available to the *code official* upon request in accordance with Sections C408.2.4 and C408.2.5.

Exceptions: The following systems are exempt:

1. Mechanical systems and service water-heating systems in buildings where the total mechanical equipment capacity is less than 480,000 Btu/h (140.7 kW) cooling capacity and 600,000 Btu/h (175.8 kW) combined service water-heating and space-heating capacity.
2. Systems included in Section C403.5 that serve individual *dwelling units* and *sleeping units*.

C408.2.1 Commissioning plan. A *commissioning plan* shall be developed by a *registered design professional* or *approved agency* and shall include the following items:

1. A narrative description of the activities that will be accomplished during each phase of *commissioning,* including the personnel intended to accomplish each of the activities.
2. A listing of the specific equipment, appliances or systems to be tested and a description of the tests to be performed.
3. Functions to be tested including, but not limited to, calibrations and economizer controls.
4. Conditions under which the test will be performed. Testing shall affirm winter and summer design conditions and full outside air conditions.
5. Measurable criteria for performance.

C408.2.2 Systems adjusting and balancing. HVAC systems shall be balanced in accordance with generally accepted engineering standards. Air and water flow rates shall be measured and adjusted to deliver final flow rates within the tolerances provided in the product specifications. Test and balance activities shall include air system and hydronic system balancing.

C408.2.2.1 Air systems balancing. Each supply air outlet and *zone* terminal device shall be equipped with means for air balancing in accordance with the requirements of Chapter 6 of the *International Mechanical Code*. Discharge dampers used for air-system balancing are prohibited on constant-volume fans and variable volume fans with motors 10 hp (18.6 kW) and larger. Air systems shall be balanced in a manner to first minimize throttling losses then, for fans with system power of greater than 1 hp (0.746 kW), fan speed shall be adjusted to meet design flow conditions.

Exception: Fans with fan motors of 1 hp (0.74 kW) or less are not required to be provided with a means for air balancing.

C408.2.2.2 Hydronic systems balancing. Individual hydronic heating and cooling coils shall be equipped with means for balancing and measuring flow. Hydronic systems shall be proportionately balanced in a manner to first minimize throttling losses, then the pump impeller shall be trimmed or pump speed shall be adjusted to meet design flow conditions. Each hydronic system shall have either the capability to measure pressure across the pump, or test ports at each side of each pump.

Exception: The following equipment is not required to be equipped with a means for balancing or measuring flow:

1. Pumps with pump motors of 5 hp (3.7 kW) or less.
2. Where throttling results in not greater than 5 percent of the nameplate horsepower draw above that required if the impeller were trimmed.

C408.2.3 Functional performance testing. Functional performance testing specified in Sections C408.2.3.1 through C408.2.3.3 shall be conducted.

C408.2.3.1 Equipment. Equipment functional performance testing shall demonstrate the installation and operation of components, systems and system-to-system interfacing relationships in accordance with approved plans and specifications such that operation, function and maintenance serviceability for each of the commissioned systems are confirmed. Testing shall include all modes and *sequence of operation*, including under full-load, part-load and the following emergency conditions:

1. All modes as described in the *sequence* of *operation*.
2. Redundant or *automatic* back-up mode.
3. Performance of alarms.
4. Mode of operation upon a loss of power and restoration of power.

Exception: Unitary or packaged HVAC equipment listed in the tables in Section C403.3.2 that do not require supply air economizers.

C408.2.3.2 Controls. HVAC and service water-heating control systems shall be tested to document that control devices, components, equipment and systems are calibrated and adjusted and operate in accordance with approved plans and specifications. Sequences of operation shall be functionally tested to document they operate in accordance with *approved* plans and specifications.

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C408.2.3.3 Economizers. Air economizers shall undergo a functional test to determine that they operate in accordance with manufacturer's specifications.

C408.2.4 Preliminary commissioning report. A preliminary report of *commissioning* test procedures and results shall be completed and certified by the *registered design professional* or *approved agency* and provided to the building owner or owner's authorized agent. The report shall be organized with mechanical and service hot water findings in separate sections to allow independent review. The report shall be identified as "Preliminary Commissioning Report," shall include the completed Commissioning Compliance Checklist, Figure C408.2.4, and shall identify:

1. Itemization of deficiencies found during testing required by this section that have not been corrected at the time of report preparation.
2. Deferred tests that cannot be performed at the time of report preparation because of climatic conditions.
3. Climatic conditions required for performance of the deferred tests.
4. Results of functional performance tests.
5. Functional performance test procedures used during the commissioning process, including measurable criteria for test acceptance.

C408.2.4.1 Acceptance of report. Buildings, or portions thereof, shall not be considered as acceptable for a final inspection pursuant to Section C105.2.6 until the *code official* has received the Preliminary Commissioning Report from the building owner or owner's authorized agent.

Project Information: _____ Project Name:_____

Project Address: _____

Commissioning Authority: _____

Commissioning Plan (Section C408.2.1)

☐ Commissioning Plan was used during construction and includes all items required by Section C408.2.1

☐ Systems Adjusting and Balancing has been completed.

☐ HVAC Equipment Functional Testing has been executed. If applicable, deferred and follow-up testing is scheduled to be provided on:_____

☐ HVAC Controls Functional Testing has been executed. If applicable, deferred and follow-up testing is scheduled to be provided on:_____

☐ Economizer Functional Testing has been executed. If applicable, deferred and follow-up testing is scheduled to be provided on:_____

☐ Lighting Controls Functional Testing has been executed. If applicable, deferred and follow-up testing is scheduled to be provided on:_____

☐ Service Water Heating System Functional Testing has been executed. If applicable, deferred and follow-up testing is scheduled to be provided on:_____

☐ Manual, record documents and training have been completed or scheduled

☐ Preliminary Commissioning Report submitted to owner and includes all items required by Section C408.2.4

I hereby certify that the commissioning provider has provided me with evidence of mechanical, service water heating and lighting systems commissioning in accordance with the 2021 IECC.

Signature of Building Owner or Owner's Representative _____ Date_____

FIGURE C408.2.4
COMMISSIONING COMPLIANCE CHECKLIST

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C408.2.4.2 Copy of report. The *code official* shall be permitted to require that a copy of the Preliminary Commissioning Report be made available for review by the *code official*.

C408.2.5 Documentation requirements. The *construction documents* shall specify that the documents described in this section be provided to the building owner or owner's authorized agent within 90 days of the date of receipt of the *certificate of occupancy*.

C408.2.5.1 System balancing report. A written report describing the activities and measurements completed in accordance with Section C408.2.2.

C408.2.5.2 Final commissioning report. A report of test procedures and results identified as "Final Commissioning Report" shall be delivered to the building owner or owner's authorized agent. The report shall be organized with mechanical system and service hot water system findings in separate sections to allow independent review. The report shall include the following:

1. Results of functional performance tests.
2. Disposition of deficiencies found during testing, including details of corrective measures used or proposed.
3. Functional performance test procedures used during the commissioning process including measurable criteria for test acceptance, provided herein for repeatability.

Exception: Deferred tests that cannot be performed at the time of report preparation due to climatic conditions.

C408.3 Functional testing of lighting controls. Automatic lighting controls required by this code shall comply with this section.

C408.3.1 Functional testing. Prior to passing final inspection, the *registered design professional* or *approved agency* shall provide evidence that the lighting control systems have been tested to ensure that control hardware and software are calibrated, adjusted, programmed and in proper working condition in accordance with the *construction documents* and manufacturer's instructions. Functional testing shall be in accordance with Sections C408.3.1.1 through C408.3.1.3 for the applicable control type.

C408.3.1.1 Occupant sensor controls. Where *occupant sensor controls* are provided, the following procedures shall be performed:

1. Certify that the *occupant sensor* has been located and aimed in accordance with manufacturer recommendations.
2. For projects with seven or fewer *occupant sensors*, each sensor shall be tested.
3. For projects with more than seven *occupant sensors,* testing shall be done for each unique combination of sensor type and space geometry. Where multiples of each unique combination of sensor type and space geometry are provided, not less than 10 percent and in no case fewer than one, of each combination shall be tested unless the *code official* or design professional requires a higher percentage to be tested. Where 30 percent or more of the tested controls fail, all remaining identical combinations shall be tested.

   For *occupant sensor controls* to be tested, verify the following:

   3.1. Where *occupant sensor controls* include status indicators, verify correct operation.

   3.2. The controlled lights turn off or down to the permitted level within the required time.

   3.3. For auto-on *occupant sensor controls*, the lights turn on to the permitted level when an occupant enters the space.

   3.4. For manual-on *occupant sensor controls*, the lights turn on only when manually activated.

   3.5. The lights are not incorrectly turned on by movement in adjacent areas or by HVAC operation.

C408.3.1.2 Time-switch controls. Where *time-switch controls* are provided, the following procedures shall be performed:

1. Confirm that the *time-switch control* is programmed with accurate weekday, weekend and holiday schedules.
2. Provide documentation to the owner of *time-switch controls* programming including weekday, weekend, holiday schedules, and set-up and preference program settings.
3. Verify the correct time and date in the time switch.
4. Verify that any battery back-up is installed and energized.
5. Verify that the override time limit is set to not more than 2 hours.
6. Simulate occupied condition. Verify and document the following:

   6.1. All lights can be turned on and off by their respective area control switch.

   6.2. The switch only operates lighting in the enclosed space in which the switch is located.

7. Simulate unoccupied condition. Verify and document the following:

   7.1. Nonexempt lighting turns off.

   7.2. Manual override switch allows only the lights in the enclosed space where the override switch is located to turn on or

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remain on until the next scheduled shut-off occurs.

8. Additional testing as specified by the *registered design professional.*

C408.3.1.3 Daylight responsive controls. Where *daylight responsive controls* are provided, the following shall be verified:

1. Control devices have been properly located, field calibrated and set for accurate setpoints and threshold light levels.
2. Daylight controlled lighting loads adjust to light level setpoints in response to available daylight.
3. The calibration adjustment equipment is located for *ready access* only by authorized personnel.

C408.3.2 Documentation requirements. The *construction documents* shall specify that the documents described in this section be provided to the building owner or owner's authorized agent within 90 days of the date of receipt of the *certificate of occupancy*.

C408.3.2.1 Drawings. Construction documents shall include the location and catalogue number of each piece of equipment.

C408.3.2.2 Manuals. An operating and maintenance manual shall be provided and include the following:

1. Name and address of not less than one service agency for installed equipment.
2. A narrative of how each system is intended to operate, including recommended setpoints.
3. Submittal data indicating all selected options for each piece of lighting equipment and lighting controls.
4. Operation and maintenance manuals for each piece of lighting equipment. Required routine maintenance actions, cleaning and recommended relamping shall be clearly identified.
5. A schedule for inspecting and recalibrating all lighting controls.

C408.3.2.3 Report. A report of test results shall be provided and include the following:

1. Results of functional performance tests.
2. Disposition of deficiencies found during testing, including details of corrective measures used or proposed.

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CHAPTER 5 [CE]
EXISTING BUILDINGS

User note:

About this chapter: *Many buildings are renovated or altered in numerous ways that could affect the energy use of the building as a whole. Chapter 5 requires the application of certain parts of Chapter 4 in order to maintain, if not improve, the conservation of energy by the renovated or altered building.*

SECTION C501
GENERAL

C501.1 Scope. The provisions of this chapter shall control the *alteration*, *repair*, *addition* and *change of occupancy* of existing buildings and structures.

C501.1.1 Existing buildings. Except as specified in this chapter, this code shall not be used to require the removal, *alteration* or abandonment of, nor prevent the continued use and maintenance of, an existing *building* or *building* system lawfully in existence at the time of adoption of this code.

** **C501.2 Compliance.** *Additions*, *alterations*, *repairs*, and changes of occupancy to, or relocation of, existing *buildings* and structures shall comply with Sections C502, C503, C504 and C505 of this code, as applicable, and with the provisions for *alterations*, *repairs*, *additions* and changes of occupancy or relocation, respectively, in the *International Building Code*, *International Existing Building Code, International Fire Code, International Fuel Gas Code, International Mechanical Code, International Plumbing Code, International Property Maintenance Code, International Private Sewage Disposal Code* and NFPA 70. Changes where unconditioned space is changed to conditioned space shall comply with Section C502.

Exception: *Additions*, *alterations*, *repairs* or changes of occupancy complying with ANSI/ASHRAE/IESNA 90.1.

C501.3 Maintenance. *Buildings* and structures, and parts thereof, shall be maintained in a safe and sanitary condition. Devices and systems required by this code shall be maintained in conformance to the code edition under which they were installed. The owner or the owner's authorized agent shall be responsible for the maintenance of buildings and structures. The requirements of this chapter shall not provide the basis for removal or abrogation of energy conservation, fire protection and safety systems and devices in existing structures.

* **C501.4 New and replacement materials.** Except as otherwise required or permitted by this code, materials permitted by the applicable code for new construction shall be used. Like materials shall be permitted for *repairs*, provided that hazards to life, health or property are not created. Hazardous materials shall not be used where the code for new construction would not allow use of these materials in buildings of similar occupancy, purpose and location.

C501.5 Historic buildings. Provisions of this code relating to the construction, *repair, alteration*, restoration and movement of structures, and *change of occupancy* shall not be mandatory for *historic buildings* provided that a report has been submitted to the *code official* and signed by a *registered design professional*, or a representative of the State Historic Preservation Office or the historic preservation authority having jurisdiction, demonstrating that compliance with that provision would threaten, degrade or destroy the historic form, fabric or function of the *building*.

SECTION C502
ADDITIONS

C502.1 General. *Additions* to an existing *building*, *building* system or portion thereof shall conform to the provisions of this code as those provisions relate to new construction without requiring the unaltered portion of the existing *building* or *building* system to comply with this code. *Additions* shall not create an unsafe or hazardous condition or overload existing building systems. An *addition* shall be deemed to comply with this code if the *addition* alone complies or if the existing building and *addition* comply with this code as a single building.

C502.2 Change in space conditioning. Any nonconditioned or low-energy space that is altered to become *conditioned space* shall be required to comply with Section C502.

Exceptions:

1. Where the component performance alternative in Section C402.1.5 is used to comply with this section, the proposed UA shall be not greater than 110 percent of the target UA.
2. Where the total building performance option in Section C407 is used to comply with this section, the annual energy cost of the proposed design shall be not greater than 110 percent of the annual energy cost otherwise permitted by Section C407.2.

C502.3 Compliance. *Additions* shall comply with Sections C502.3.1 through C502.3.6.2.

C502.3.1 Vertical fenestration area. Additions shall comply with the following:

1. Where an addition has a new vertical fenestration area that results in a total building fenestration area less than or equal to that permitted by Section

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C402.4.1, the addition shall comply with Section C402.1.5, C402.4.3 or C407.

2. Where an addition with vertical fenestration that results in a total building fenestration area greater than Section C402.4.1 or an addition that exceeds the fenestration area greater than that permitted by Section C402.4.1, the fenestration shall comply with Section C402.4.1.1 for the addition only.
3. Where an addition has vertical fenestration that results in a total building vertical fenestration area exceeding that permitted by Section C402.4.1.1, the addition shall comply with Section C402.1.5 or C407.

C502.3.2 Skylight area. Skylights shall comply with the following:

1. Where an addition has new skylight area that results in a total building fenestration area less than or equal to that permitted by Section C402.4.1, the addition shall comply with Section C402.1.5 or C407.
2. Where an addition has new skylight area that results in a total building skylight area greater than permitted by Section C402.4.1 or where additions have skylight area greater than that permitted by Section C402.4.1, the skylight area shall comply with Section C402.4.1.2 for the addition only.
3. Where an addition has skylight area that results in a total building skylight area exceeding that permitted by Section C402.4.1.2, the addition shall comply with Section C402.1.5 or C407.

C502.3.3 Building mechanical systems. New mechanical systems and equipment that are part of the *addition* and serve the building heating, cooling and ventilation needs shall comply with Sections C403 and C408.

C502.3.4 Service water-heating systems. New service water-heating equipment, controls and service water-heating piping shall comply with Section C404.

C502.3.5 Pools and inground permanently installed spas. New pools and inground permanently installed spas shall comply with Section C404.9.

C502.3.6 Lighting power and systems. New lighting systems that are installed as part of the addition shall comply with Sections C405 and C408.

C502.3.6.1 Interior lighting power. The total interior lighting power for the *addition* shall comply with Section C405.3.2 for the *addition* alone, or the existing building and the *addition* shall comply as a single building.

C502.3.6.2 Exterior lighting power. The total exterior lighting power for the *addition* shall comply with Section C405.5.2 for the *addition* alone, or the existing building and the *addition* shall comply as a single building.

SECTION C503
ALTERATIONS

C503.1 General. *Alterations* to any *building* or structure shall comply with the requirements of Section C503. *Alterations* shall be such that the existing *building* or structure is not less conforming to the provisions of this code than the existing *building* or structure was prior to the *alteration*. *Alterations* to an existing *building*, *building* system or portion thereof shall conform to the provisions of this code as those provisions relate to new construction without requiring the unaltered portions of the existing *building* or *building* system to comply with this code. *Alterations* shall not create an unsafe or hazardous condition or overload existing *building* systems.

Exception: The following *alterations* need not comply with the requirements for new construction, provided that the energy use of the building is not increased:

1. Storm windows installed over existing *fenestration*.
2. Surface-applied window film installed on existing single-pane *fenestration* assemblies reducing solar heat gain, provided that the code does not require the glazing or *fenestration* to be replaced.
3. Existing ceiling, wall or floor cavities exposed during construction, provided that these cavities are filled with insulation.
4. Construction where the existing roof, wall or floor cavity is not exposed.
5. *Roof recover*.
6. *Air barriers* shall not be required for *roof recover* and roof replacement where the *alterations* or renovations to the building do not include *alterations*, renovations or *repairs* to the remainder of the building envelope.

C503.2 Building envelope. New building envelope assemblies that are part of the *alteration* shall comply with Sections C402.1 through C402.5.

Exception: Where the existing building exceeds the fenestration area limitations of Section C402.4.1 prior to alteration, the building is exempt from Section C402.4.1 provided that there is not an increase in fenestration area.

C503.2.1 Roof replacement. *Roof replacements* shall comply with Section C402.1.3, C402.1.4, C402.1.5 or C407 where the existing roof assembly is part of the *building thermal envelope* and contains insulation entirely above the roof deck. In no case shall the *R*-value of the roof insulation be reduced or the *U*-factor of the roof assembly be increased as part of the *roof replacement*.

C503.2.2 Vertical fenestration. The addition of *vertical fenestration* that results in a total building *fenestration* area less than or equal to that specified in Section C402.4.1 shall comply with Section C402.1.5, C402.4.3 or C407. The addition of *vertical fenestration* that results in a total building *fenestration* area greater than Section C402.4.1 shall comply with Section C402.4.1.1 for the

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space adjacent to the new fenestration only. *Alterations* that result in a total building *vertical fenestration* area exceeding that specified in Section C402.4.1.1 shall comply with Section C402.1.5 or C407. Provided that the vertical fenestration area is not changed, using the same vertical fenestration area in the *standard reference design* as the building prior to alteration shall be an alternative to using the vertical fenestration area specified in Table C407.4.1(1).

** **C503.2.2.1 Application to replacement fenestration products.** Where some or all of an existing *fenestration* unit is replaced with a new *fenestration* product, including sash and glazing, the replacement *fenestration* unit shall meet the applicable requirements for *U*-factor and *SHGC* in Table C402.4.

Exception: An area-weighted average of the *U*-factor of replacement fenestration products being installed in the building for each fenestration product category listed in Table C402.4 shall be permitted to satisfy the *U*-factor requirements for each fenestration product category listed in Table C402.4. Individual fenestration products from different product categories listed in Table C402.4 shall not be combined in calculating the area-weighted average *U*-factor.

C503.2.3 Skylight area. New *skylight* area that results in a total building *skylight* area less than or equal to that specified in Section C402.4.1 shall comply with Section C402.1.5, C402.4 or C407. The addition of *skylight* area that results in a total building skylight area greater than Section C402.4.1 shall comply with Section C402.4.1.2 for the space adjacent to the new skylights. *Alterations* that result in a total building skylight area exceeding that specified in Section C402.4.1.2 shall comply with Section C402.1.5 or C407. Provided that the skylight area is not changed, using the same skylight area in the *standard reference design* as the building prior to alteration shall be an alternative to using the skylight area specified in Table C407.4.1(1).

C503.3 Heating and cooling systems. New heating, cooling and duct systems that are part of the *alteration* shall comply with Sections C403 and C408.

C503.3.1 Economizers. New cooling systems that are part of *alteration* shall comply with Section C403.5.

C503.4 Service hot water systems. New service hot water systems that are part of the *alteration* shall comply with Sections C404 and C408.

C503.5 Lighting systems. New lighting systems that are part of the *alteration* shall comply with Sections C405 and C408.

Exception: *Alterations* that replace less than 10 percent of the luminaires in a space, provided that such *alterations* do not increase the installed interior lighting power.

SECTION C504
REPAIRS

C504.1 General. *Buildings* and structures, and parts thereof, shall be repaired in compliance with Section C501.3 and this section. Work on nondamaged components that is necessary for the required *repair* of damaged components shall be considered to be part of the *repair* and shall not be subject to the requirements for *alterations* in this chapter. Routine maintenance required by Section C501.3, ordinary *repairs* exempt from *permit* and abatement of wear due to normal service conditions shall not be subject to the requirements for *repairs* in this section.

Where a building was constructed to comply with ANSI/ASHRAE/IESNA 90.1, repairs shall comply with the standard and need not comply with Sections C402, C403, C404 and C405.

C504.2 Application. For the purposes of this code, the following shall be considered to be repairs:

1. Glass-only replacements in an existing sash and frame.
2. *Roof repairs*.
3. Air barriers shall not be required for *roof repair* where the repairs to the building do not include *alterations*, renovations or *repairs* to the remainder of the building envelope.
4. Replacement of existing doors that separate conditioned space from the exterior shall not require the installation of a vestibule or revolving door, provided that an existing vestibule that separates a conditioned space from the exterior shall not be removed.
5. *Repairs* where only the bulb, the ballast or both within the existing luminaires in a space are replaced, provided that the replacement does not increase the installed interior lighting power.

SECTION C505
CHANGE OF OCCUPANCY OR USE

C505.1 General. Spaces undergoing a change in occupancy that would result in an increase in demand for either fossil fuel or electrical energy shall comply with this code. Where the use in a space changes from one use in Table C405.3.2(1) or C405.3.2(2) to another use in Table C405.3.2(1) or C405.3.2(2), the installed lighting wattage shall comply with Section C405.3. Where the space undergoing a change in occupancy or use is in a building with a fenestration area that exceeds the limitations of Section C402.4.1, the space is exempt from Section C402.4.1 provided that there is not an increase in fenestration area.

Exceptions:

1. Where the component performance alternative in Section C402.1.5 is used to comply with this section, the proposed UA shall not be greater than 110 percent of the target UA.

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2. Where the total building performance option in Section C407 is used to comply with this section, the annual energy cost of the proposed design shall not be greater than 110 percent of the annual energy cost otherwise permitted by Section C407.3.

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CHAPTER 6 [CE]
REFERENCED STANDARDS

User note:

About this chapter: *Chapter 6 lists the full title, edition year and address of the promulgator for all standards that are referenced in the code. The section numbers in which the standards are referenced are also listed.*

This chapter lists the standards that are referenced in various sections of this document. The standards are listed herein by the promulgating agency of the standard, the standard identification, the effective date and title, and the section or sections of this document that reference the standard. The application of the referenced standards shall be as specified in Section 108.

AAMA

American Architectural Manufacturers Association
1827 Walden Office Square
Suite 550
Schaumburg, IL 60173-4268

AAMA/WDMA/CSA 101/I.S.2/A440—17: North American Fenestration Standard/Specification for Windows, Doors, and Skylights
Table C402.5.5

AHAM

Association of Home Appliance Manufacturers
1111 19th Street NW, Suite 402
Washington, DC 20036

ANSI/AHAM RAC-1—2015: Room Air Conditioners
Table C403.3.2(4)

AHRI

Air-Conditioning, Heating, & Refrigeration Institute
2111 Wilson Blvd, Suite 500
Arlington, VA22201

210/240—2017 and 2023: Performance Rating of Unitary Air-conditioning and Air-source Heat Pump Equipment
Table C403.3.2(1), Table C403.3.2(2)

310/380—2017 (CSA-C744-17): Packaged Terminal Air Conditioners and Heat Pumps
Table C403.3.2(4)

340/360—2019: Performance Rating of Commercial and Industrial Unitary Air-conditioning and Heat Pump Equipment
Table C403.3.2(1), Table C403.3.2(2)

365(I-P)—2009: Commercial and Industrial Unitary Air-conditioning Condensing Units
Table C403.3.2(1)

390 (I-P)—2003: Performance Rating of Single Package Vertical Air-conditioners and Heat Pumps
Table C403.3.2(3)

400 (I-P)—2015: Performance Rating of Liquid to Liquid Heat Exchangers
C403.3.2

440—2008: Performance Rating of Room Fan Coils—with Addendum 1
C403.12.3

460—2005: Performance Rating of Remote Mechanical-draft Air-cooled Refrigerant Condensers
Table C403.3.2(7)

550/590 (I-P)—2018: Performance Rating of Water-chilling and Heat Pump Water-heating Packages Using the Vapor Compression Cycle
Table C403.3.2(3), Table C403.3.2(15)

560—2018: Absorption Water Chilling and Water Heating Packages
Table C403.3.2(3)

910—2014: Performance Rating of Indoor Pool Dehumidifiers
Table C403.3.2(11)

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AHRI—continued

920—2015: Performance Rating of DX-Dedicated Outdoor Air System Units
Table C403.3.2(12) , Table C403.3.2(13)

1160 (I-P) —2014: Performance Rating of Heat Pump Pool Heaters (with Addendum 1)
Table C404.2

1200 (I-P)—2013: Performance Rating of Commercial Refrigerated Display Merchandisers and Storage Cabinets
Table C403.11.1

1230—2014: Performance Rating of Variable Refrigerant Flow (VRF) Multi-split Air-Conditioning and Heat Pump Equipment (with Addendum 1)
Table C403.3.2(9)

1250 (I-P)—2014: Standard for Performance Rating in Walk-in Coolers and Freezers
Table C403.11.2.1(3)

1360—2017: Performance Rating of Computer and Data Processing Room Air Conditioners
Table C403.3.2(10) , Table C403.3.2(16)

ISO/AHRI/ASHRAE 13256-1 (2012): Water-to-Air and Brine-to-Air Heat Pumps—Testing and Rating for Performance
Table C403.3.2(14)

AMCA

Air Movement and Control Association International
30 West University Drive
Arlington Heights, IL 60004-1806

208—18: Calculation of the Fan Energy Index
C403.8.3

220—19: Laboratory Methods of Testing Air Curtain Units for Aerodynamic Performance Rating
C402.5.9

230—15: Laboratory Methods of Testing Air Circulating Fans for Rating and Certification
C403.9

500D—18: Laboratory Methods for Testing Dampers for Rating
C403.7.7

ANSI

American National Standards Institute
25 West 43rd Street, 4th Floor
New York, NY 10036

Z21.10.3/CSA 4.3—17: Gas Water Heaters, Volume III—Storage Water Heaters with Input Ratings Above 75,000 Btu per Hour, Circulating Tank and Instantaneous
Table C404.2

ANSI Z21.47—2016/CSA 2.3—2016: Gas-Fired Central Furnaces
Table C403.3.2(4)

ANSI Z83.8—2016/CSA 2.6—2016: Gas Unit Heater, Gas Packaged Heaters, Gas Utility Heaters And Gas-Fired Duct Furnaces
Table C403.3.2(4)

APSP

Pool & Hot Tub Alliance (formerly the Association of Pool and Spa Professionals
2111 Eisenhower Avenue, Suite 580
Alexandria, VA 22314

14—2019: American National Standard for Portable Electric Spa Energy Efficiency
C404.7

ASABE

American Society of Agricultural and Biological Engineers
2950 Niles Road
St. Joseph, MI 49085

S640—2017: Quantities and Units of Electromagnetic Radiation for Plants (Photosynthetic Organisms)
C405.4

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ASHRAE

ASHRAE
180 Technology Parkway NW
Peachtree Corners, GA 30092

55—2017: Thermal Environmental Conditions for Human Occupancy
Table C407.4.1(1)

90.1—2019: Energy Standard for Buildings Except Low-rise Residential Buildings
C402.1.4, C406.2

90.4—2016: Energy Standard for Data Centers
C403.1.2 , C405.2.4

140—2014: Standard Method of Test for the Evaluation of Building Energy Analysis Computer Programs
C407.5.1

146—2011: Testing for Rating Pool Heaters
Table C404.2

ANSI/ASHRAE/ACCA Standard 183—(RA2017): Peak Cooling and Heating Load Calculations in Buildings, Except Low-rise Residential Buildings
C403.1.1

ASHRAE—2020: HVAC Systems and Equipment Handbook—2020
C403.1.1

ISO/AHRI/ASHRAE 13256-1 (2012): Water-to-Air and Brine-to-Air Heat Pumps—Testing and Rating for Performance
Table C403.3.2(14)

ISO/AHRI/ASHRAE 13256-2 (2012): Water-to-Water and Brine-to-Water Heat Pumps—Testing and Rating for Performance
Table C403.3.2(14)

ASME

American Society of Mechanical Engineers
Two Park Avenue
New York, NY 10016-5990

ASME A17.1—2019/CSA B44—19: Safety Code for Elevators and Escalators
C405.9.2

ASTM

ASTM International
100 Barr Harbor Drive, P.O. Box C700
West Conshohocken, PA 19428-2959

C90—2016A: Specification for Load-bearing Concrete Masonry Units
Table C402.1.3

C1363—11: Standard Test Method for Thermal Performance of Building Materials and Envelope Assemblies by Means of a Hot Box Apparatus
C303.1.4.1, Table C402.1.4, 402.2.7

C1371—15: Standard Test Method for Determination of Emittance of Materials Near Room Temperature Using Portable Emissometers
Table C402.3

C1549—2016: Standard Test Method for Determination of Solar Reflectance Near Ambient Temperature Using a Portable Solar Reflectometer
Table C402.3

D1003—13: Standard Test Method for Haze and Luminous Transmittance of Transparent Plastics
C402.4.2.2

D8052/D8052M—2017: Standard Test Method for Quantification of Air Leakage in Low-Sloped Membrane Roof Assemblies
C402.5.2.1.2

E283—2004(2012): Test Method for Determining the Rate of Air Leakage Through Exterior Windows, Curtain Walls and Doors Under Specified Pressure Differences Across the Specimen
C402.5.1.4, Table C402.5.4, C402.5.10

E408—13: Test Methods for Total Normal Emittance of Surfaces Using Inspection-meter Techniques
Table C402.3

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ASTM—continued

E779—10(2018): Standard Test Method for Determining Air Leakage Rate by Fan Pressurization
C402.5.3, C402.5.4, C406.9

E903—2012: Standard Test Method Solar Absorptance, Reflectance and Transmittance of Materials Using Integrating Spheres (Withdrawn 2005)
Table C402.3

E1677—11: Specification for Air Barrier (AB) Material or Systems for Low-rise Framed Building Walls
C402.5.2.1.2

E1827—2011(2017): Standard Test Methods for Determining Airtightness of Building Using an Orifice Blower Door
C402.5.3, C402.5.4, C406.9

E1918—06(2016): Standard Test Method for Measuring Solar Reflectance of Horizontal or Low-sloped Surfaces in the Field
Table C402.3

E1980—11: Standard Practice for Calculating Solar Reflectance Index of Horizontal and Low-sloped Opaque Surfaces
Table C402.3

E2178—13: Standard Test Method for Air Permanence of Building Materials
C402.5.2.1.1

E2357—2018: Standard Test Method for Determining Air Leakage of Air Barriers Assemblies
C402.5.2.1.2

F1281—2017: Specification for Cross-linked Polyethylene/Aluminum/Cross-linked Polyethylene (PEX-AL_PEX) Pressure Pipe
Table C404.5.2.1

F1361—2017: Standard Test Method for Performance of Open Deep Fat Fryers
Table C406.12(1)

F1484—2018: Standard Test Method for Performance of Steam Cookers
Table C406.12(2)

F1495—2014a: Standard Specification for Combination Oven Electric or Gas Fired
Table C406.12(4)

F1496—2013: Standard Test Method for Performance of Convection Ovens
Table C406.12(4)

F1696—2018: Standard Test Method for Energy Performance of Stationary-Rack, Door-Type Commercial Dishwashing Machines
Table C406.12(3)

F1920—2015: Standard Test Method for Performance of Rack Conveyor Commercial Dishwashing Machines
Table C406.12(3)

F2093—2018: Standard Test Method for Performance of Rack Ovens
Table C406.12(4)

F2144—2017: Standard Test Method for Performance of Large Open Vat Fryers
Table C406.12(1)

F2861—2017: Standard Test Method for Enhanced Performance of Combination Oven in Various Modes
Table C406.12(4)

CRRC

Cool Roof Rating Council
2435 North Lombard Street
Portland, OR 97217

ANSI/CRRC S100—2020: Standard Test Methods for Determining Radiative Properties of Materials
Table C402.3, C402.3.1

CSA

CSA Group
8501 East Pleasant Valley Road
Cleveland, OH 44131-5516

AAMA/WDMA/CSA 101/I.S.2/A440—17: North American Fenestration Standard/Specification for Windows, Doors and Unit Skylights
Table C402.5.5

CSA B55.1—2015: Test Method for Measuring Efficiency and Pressure Loss of Drain Water Heat Recovery Units
C404.7

CSA B55.2—2015: Drain Water Heat Recovery Units
C404.7

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CTI

Cooling Technology Institute
P. O. Box 681807
Houston, TX 77268

ATC-105—2019: Acceptance Test Code for Water Cooling Towers
Table C403.3.2(7)

ATC-105DS—2018: Acceptance Test Code for Dry Fluid Coolers
Table C403.3.2(7)

ATC-105S—11: Acceptance Test Code for Closed Circuit Cooling Towers
Table C403.3.2(7), Table C403.3.2(8)

ATC-106—11: Acceptance Test for Mechanical Draft Evaporative Vapor Condensers
Table C403.3.2(7), Table C403.3.2(8)

CTI STD-201 RS(17): Performance Rating of Evaporative Heat Rejection Equipment
Table C403.3.2(7), Table C403.3.2(8)

DASMA

Door & Access Systems Manufacturers Association, International
1300 Sumner Avenue
Cleveland, OH 44115-2851

105—2017: Test Method for Thermal Transmittance and Air Infiltration of Garage Doors and Rolling Doors
C303.1.3, Table C402.5.5

DOE

US Department of Energy
c/o Superintendent of Documents
1000 Independence Avenue SW
Washington, DC 20585

10 CFR, Part 430—2015: Energy Conservation Program for Consumer Products: Test Procedures and Certification and Enforcement Requirement for Plumbing Products; and Certification and Enforcement Requirements for Residential Appliances; Final Rule
Table C403.3.2(1), Table C403.3.2(2), Table C403.3.2(5), Table C403.3.2(6), Table C403.3.2(14), Table C404.2

10 CFR, Part 431—2015: Energy Efficiency Program for Certain Commercial and Industrial Equipment: Test Procedures and Efficiency Standards; Final Rules
Table C403.3.2(6), C403.8.4, C403.11, C403.11.1, Table C403.11.1, C403.11.2, C405.7, Table C405.7, C405.8, Table C405.8(1), Table C405.8(2), Table C405.8(3), Table C405.8(4)

ICC

International Code Council, Inc.
500 New Jersey Avenue NW 6th Floor
Washington, DC 20001

IBC—21: International Building Code®
C201.3, C303.2, C402.5.6, C501.2

ICC 500—2020: Standard for the Design and Construction of Storm Shelters
C402.4.2

IFC—21: International Fire Code®
C201.3, C501.2

IFGC—21: International Fuel Gas Code®
C201.3, C501.2

IMC—21: International Mechanical Code®
C403.2.2, C403.6, C403.6.6, C403.7.1, C403.7.2, C403.7.4.2, C403.7.5, C403.7.7, C403.12.1, C403.12.2.1, C403.12.2.2, C406.6, C501.2

IPC—21: International Plumbing Code®
C201.3, C501.2

IPMC—21: International Property Maintenance Code®
C501.2

IPSDC—21: International Private Sewage Disposal Code®
C501.2

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IEEE

Institute of Electrical and Electronic Engineers
3 Park Avenue, 17th Floor
New York, NY 10016

IEEE 515.1—2012: IEEE Standard for the Testing, Design, Installation, and Maintenance of Electrical Resistance Trace Heating for Commercial Applications
C404.6.2

IES

Illuminating Engineering Society
120 Wall Street, 17th Floor
New York, NY 10005-4001

ANSI/ASHRAE/IES 90.1—2019: Energy Standard for Buildings, Except Low-rise Residential Buildings
C401.2, Table C402.1.3, Table C402.1.4, C406.2, C502.1, C503.1, C504.1

ISO

International Organization for Standardization
Chemin de Blandonnet 8, CP 401, 1214 Vernier
Geneva, Switzerland

ISO/AHRI/ASHRAE 13256-1(: 2017): Water-to-Air and Brine-to-Air Heat Pumps—Testing and Rating for Performance
Table C403.3.2(14)

ISO/AHRI/ASHRAE 13256-2(2017): Water-to-Water and Brine-to-Water Heat Pumps—Testing and Rating for Performance
Table C403.3.2(14)

NEMA

National Electrical Manufacturers Association
1300 North 17th Street, Suite 900
Rosslyn, VA 22209

MG1—2016: Motors and Generators
C202

NFPA

National Fire Protection Association
1 Batterymarch Park
Quincy, MA 02169-7471

70—20: National Electrical Code
C501.2

NFRC

National Fenestration Rating Council, Inc.
6305 Ivy Lane, Suite 140
Greenbelt, MD 20770

100—2020: Procedure for Determining Fenestration Products *U*-factors
C303.1.3, Table 402.1.4, C402.2.1.5, C402.4.1.1

200—2020: Procedure for Determining Fenestration Product Solar Heat Gain Coefficient and Visible Transmittance at Normal Incidence
C303.1.3, C402.4.1.1

203—2017: Procedure for Determining Visible Transmittance of Tubular Daylighting Devices
C303.1.3

400—2020: Procedure for Determining Fenestration Product Air Leakage
Table C402.5.5

SMACNA

Sheet Metal and Air Conditioning Contractors' National Association, Inc.
4021 Lafayette Center Drive
Chantilly, VA 20151-1219

ANSI/SMACNA 016—2012: HVAC Air Duct Leakage Test Manual Second Edition
C403.12.2.3

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UL

UL LLC
333 Pfingsten Road
Northbrook, IL 60062-2096

710—12: Exhaust Hoods for Commercial Cooking Equipment—with Revisions through November 2013
C403.7.5

727—18: Oil-fired Central Furnaces
Table C403.3.2(4), Table C403.3.2(5)

731—18: Oil-fired Unit Heaters
Table C403.3.2(5)

1784—15: Air Leakage Tests of Door Assemblies—with Revisions through February 2015
C402.5.6, C402.5.7

US-FTC

United States-Federal Trade Commission
600 Pennsylvania Avenue NW
Washington, DC 20580

CFR Title 16 (2015): *R*-value Rule
C303.1.4

WDMA

Window and Door Manufacturers Association
2025 M Street NW, Suite 800
Washington, DC 20036-3309

AAMA/WDMA/CSA 101/I.S.2/A440—17: North American Fenestration Standard/Specification for Windows, Doors and Skylights
Table C402.5.5

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APPENDIX CA
BOARD OF APPEALS—COMMERCIAL

The provisions contained in this appendix are not mandatory unless specifically referenced in the adopting ordinance.

User note:

About this appendix: *Appendix CA provides criteria for Board of Appeals members. Also provided are procedures by which the Board of Appeals should conduct its business.*

SECTION CA101
GENERAL

CA101.1 Scope. A board of appeals shall be established within the jurisdiction for the purpose of hearing applications for modification of the requirements of this code pursuant to the provisions of Section C110. The board shall be established and operated in accordance with this section, and shall be authorized to hear evidence from appellants and the code official pertaining to the application and intent of this code for the purpose of issuing orders pursuant to these provisions.

CA101.2 Application for appeal. Any person shall have the right to appeal a decision of the code official to the board. An application for appeal shall be based on a claim that the intent of this code or the rules legally adopted hereunder have been incorrectly interpreted, the provisions of this code do not fully apply or an equally good or better form of construction is proposed. The application shall be filed on a form obtained from the code official within 20 days after the notice was served.

CA101.2.1 Limitation of authority. The board shall not have authority to waive requirements of this code or interpret the administration of this code.

CA101.2.2 Stays of enforcement. Appeals of notice and orders, other than Imminent Danger notices, shall stay the enforcement of the notice and order until the appeal is heard by the board.

CA101.3 Membership of board. The board shall consist of five voting members appointed by the chief appointing authority of the jurisdiction. Each member shall serve for **[INSERT NUMBER OF YEARS]** years or until a successor has been appointed. The board member's terms shall be staggered at intervals, so as to provide continuity. The code official shall be an ex officio member of said board but shall not vote on any matter before the board.

CA101.3.1 Qualifications. The board shall consist of five individuals, who are qualified by experience and training to pass on matters pertaining to building construction and are not employees of the jurisdiction.

CA101.3.2 Alternate members. The chief appointing authority is authorized to appoint two alternate members who shall be called by the board chairperson to hear appeals during the absence or disqualification of a member. Alternate members shall possess the qualifications required for board membership, and shall be appointed for the same term or until a successor has been appointed.

CA101.3.3 Vacancies. Vacancies shall be filled for an unexpired term in the same manner in which original appointments are required to be made.

CA101.3.4 Chairperson. The board shall annually select one of its members to serve as chairperson.

CA101.3.5 Secretary. The chief appointing authority shall designate a qualified clerk to serve as secretary to the board. The secretary shall file a detailed record of all proceedings which shall set forth the reasons for the board's decision, the vote of each member, the absence of a member and any failure of a member to vote.

CA101.3.6 Conflict of interest. A member with any personal, professional or financial interest in a matter before the board shall declare such interest and refrain from participating in discussions, deliberations and voting on such matters.

CA101.3.7 Compensation of members. Compensation of members shall be determined by law.

CA101.3.8 Removal from the board. A member shall be removed from the board prior to the end of their terms only for cause. Any member with continued absence from regular meeting of the board may be removed at the discretion of the chief appointing authority.

CA101.4 Rules and procedures. The board shall establish policies and procedures necessary to carry out its duties consistent with the provisions of this code and applicable state law. The procedures shall not require compliance with strict rules of evidence, but shall mandate that only relevant information be presented.

CA101.5 Notice of meeting. The board shall meet upon notice from the chairperson, within 10 days of the filing of an appeal or at stated periodic intervals.

CA101.5.1 Open hearing. All hearings before the board shall be open to the public. The appellant, the appellant's representative, the code official and any person whose interests are affected shall be given an opportunity to be heard.

CA101.5.2 Quorum. Three members of the board shall constitute a quorum.

CA101.5.3 Postponed hearing. When five members are not present to hear an appeal, either the appellant or the

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appellant's representative shall have the right to request a postponement of the hearing.

CA101.6 Legal counsel. The jurisdiction shall furnish legal counsel to the board to provide members with general legal advice concerning matters before them for consideration. Members shall be represented by legal counsel at the jurisdiction's expense in all matters arising from service within the scope of their duties.

CA101.7 Board decision. The board shall only modify or reverse the decision of the code official by a concurring vote of three or more members.

CA101.7.1 Resolution. The decision of the board shall be by resolution. Every decision shall be promptly filed in writing in the office of the code official within three days and shall be open to the public for inspection. A certified copy shall be furnished to the appellant or the appellant's representative and to the code official.

CA101.7.2 Administration. The code official shall take immediate action in accordance with the decision of the board.

CA101.8 Court review. Any person, whether or not a previous party of the appeal, shall have the right to apply to the appropriate court for a writ of certiorari to correct errors of law. Application for review shall be made in the manner and time required by law following the filing of the decision in the office of the chief administrative officer.

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APPENDIX CB
SOLAR-READY ZONE—COMMERCIAL

The provisions contained in this appendix are not mandatory unless specifically referenced in the adopting ordinance.

User note:

About this appendix: *Appendix CB is intended to encourage the installation of renewable energy systems by preparing buildings for the future installation of solar energy equipment, piping and wiring.*

SECTION CB101
SCOPE

CB101.1 General. These provisions shall be applicable for new construction where solar-ready provisions are required.

SECTION CB102
GENERAL DEFINITION

SOLAR-READY ZONE. A section or sections of the roof or building overhang designated and reserved for the future installation of a solar photovoltaic or solar thermal system.

SECTION CB103
SOLAR-READY ZONE

CB103.1 General. A solar-ready zone shall be located on the roof of buildings that are five stories or less in height above grade plane, and are oriented between 110 degrees and 270 degrees of true north or have low-slope roofs. Solar-ready zones shall comply with Sections CB103.2 through CB103.9.

Exceptions:

1. A building with a permanently installed, on-site renewable energy system.
2. A building with a solar-ready zone that is shaded for more than 70 percent of daylight hours annually.
3. A building where the licensed design professional certifies that the incident solar radiation available to the building is not suitable for a solar-ready zone.
4. A building where the licensed design professional certifies that the solar zone area required by Section CB103.3 cannot be met because of extensive rooftop equipment, skylights, vegetative roof areas or other obstructions.

CB103.2 Construction document requirements for a solar-ready zone. Construction documents shall indicate the solar-ready zone.

CB103.3 Solar-ready zone area. The total solar-ready zone area shall be not less than 40 percent of the roof area calculated as the horizontally projected gross roof area less the area covered by skylights, occupied roof decks, vegetative roof areas and mandatory *access* or set back areas as required by the *International Fire Code*. The solar-ready zone shall be a single area or smaller, separated sub-zone areas. Each sub-zone shall be not less than 5 feet (1524 mm) in width in the narrowest dimension.

CB103.4 Obstructions. Solar ready zones shall be free from obstructions, including pipes, vents, ducts, HVAC equipment, skylights and roof-mounted equipment.

CB103.5 Roof loads and documentation. A collateral dead load of not less than 5 pounds per square foot (5 psf) (24.41 kg/m^2) shall be included in the gravity and lateral design calculations for the solar-ready zone. The structural design loads for roof dead load and roof live load shall be indicated on the construction documents.

CB103.6 Interconnection pathway. Construction documents shall indicate pathways for routing of conduit or piping from the solar-ready zone to the electrical service panel and electrical energy storage system area or service hot water system.

CB103.7 Electrical energy storage system-ready area. The floor area of the electrical energy storage system-ready area shall be not less than 2 feet (610 mm) in one dimension and 4 feet (1219 mm) in another dimension, and located in accordance with Section 1207 of the *International Fire Code*. The location and layout diagram of the electrical energy storage system-ready area shall be indicated on the construction documents.

CB103.8 Electrical service reserved space. The main electrical service panel shall have a reserved space to allow installation of a dual-pole circuit breaker for future solar electric and a dual-pole circuit breaker for future electrical energy storage system installation. These spaces shall be labeled "For Future Solar Electric and Storage." The reserved spaces shall be positioned at the end of the panel that is opposite from the panel supply conductor connection.

CB103.9 Construction documentation certificate. A permanent certificate, indicating the solar-ready zone and other requirements of this section, shall be posted near the electrical distribution panel, water heater or other conspicuous location by the builder or registered design professional.

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APPENDIX CC
ZERO ENERGY COMMERCIAL BUILDING PROVISIONS

The provisions contained in this appendix are not mandatory unless specifically referenced in the adopting ordinance.

User note:

About this chapter: *Appendix CC provides a model for applying new renewable energy generation when new buildings add electric load to the grid. This renewable energy will avoid the additional emissions that would otherwise occur from conventional power generation.*

SECTION CC101
GENERAL

CC101.1 Purpose. The purpose of this appendix is to supplement the *International Energy Conservation Code* and require renewable energy systems of adequate capacity to achieve net zero carbon.

CC101.2 Scope. This appendix applies to new buildings that are addressed by the *International Energy Conservation Code*.

Exceptions:

1. Detached one- and two-family dwellings and townhouses as well as Group R-2 buildings three stories or less in height above grade plane, manufactured homes (mobile dwellings), and manufactured houses (modular dwellings).
2. Buildings that use neither electricity nor fossil fuel.

SECTION CC102
DEFINITIONS

CC102.1 Definitions. The definitions contained in this section supplement or modify the definitions in the *International Energy Conservation Code*.

ADJUSTED OFF-SITE RENEWABLE ENERGY. The amount of energy production from off-site renewable energy systems that may be used to offset building energy.

BUILDING ENERGY. All energy consumed at the *building site* as measured at the site boundary. Contributions from on-site or off-site renewable energy systems shall not be considered when determining the building energy.

ENERGY UTILIZATION INTENSITY (EUI). The site energy for either the baseline building or the proposed building divided by the gross *conditioned floor area* plus any semiheated floor area of the building. For the baseline building, the EUI can be divided between regulated energy use and unregulated energy use.

OFF-SITE RENEWABLE ENERGY SYSTEM. Renewable energy system not located on the building project.

ON-SITE RENEWABLE ENERGY SYSTEM. Renewable energy systems on the building project.

RENEWABLE ENERGY SYSTEM. Photovoltaic, solar thermal, geothermal energy and wind systems used to generate energy.

SEMIHEATED SPACE. An enclosed space within a building that is heated by a heating system whose output capacity is greater than or equal to 3.4 Btu/h × ft^2 of floor area but is not a conditioned space.

ZERO ENERGY PERFORMANCE INDEX (ZEPI PB/EE). The ratio of the proposed building EUI without renewables to the baseline building EUI, expressed as a percentage.

SECTION CC103
MINIMUM RENEWABLE ENERGY

CC103.1 Renewable energy. On-site renewable energy systems shall be installed, or off-site renewable energy shall be procured to offset the building energy as calculated in Equation CC-1.

$$RE_{onsite} + RE_{offsite} \geq E_{building} \qquad \textbf{(Equation CC-1)}$$

where:

RE_{onsite} = Annual site energy production from on-site renewable energy systems (see Section CC103.2).

$RE_{offsite}$ = Adjusted annual site energy production from off-site renewable energy systems that may be credited against building energy use (see Section CC103.3).

$E_{building}$ = Building energy use without consideration of renewable energy systems.

When Section C401.2.1(1) is used for compliance with the *International Energy Conservation Code*, building energy shall be determined by multiplying the gross *conditioned floor area* plus the gross semiheated floor area of the proposed building by an EUI selected from Table CC103.1. Use a weighted average for mixed-use buildings.

When Section C401.2.1, Item 2 or Section C401.2.2 is used for compliance with the *International Energy Conservation Code*, building energy shall be determined from energy simulations.

CC103.2 Calculation of on-site renewable energy. The annual energy production from on-site renewable energy

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TABLE CC103.1
ENERGY UTILIZATION INTENSITY FOR BUILDING TYPES AND CLIMATES (kBtu/ft² – yr)

BUILDING AREA TYPE	CLIMATE ZONE																
	0A/1A	0B/1B	2A	2B	3A	3B	3C	4A	4B	4C	5A	5B	5C	6A	6B	7	8
	kBtu/ft² – yr																
Healthcare/hospital (I-2)	119	120	119	113	116	109	106	116	109	106	118	110	105	126	116	131	142
Hotel/motel (R-1)	73	76	73	68	70	67	65	69	66	65	71	68	65	77	72	81	89
Multiple-family (R-2)	43	45	41	41	43	42	36	45	43	41	47	46	41	53	48	53	59
Office (B)	31	32	30	29	29	28	25	28	27	25	29	28	25	33	30	32	36
Restaurant (A-2)	389	426	411	408	444	420	395	483	437	457	531	484	484	589	538	644	750
Retail (M)	46	50	45	46	44	44	37	48	44	44	52	50	46	60	52	64	77
School (E)	42	46	42	40	40	39	36	39	40	40	39	43	37	44	40	45	54
Warehouse (S)	9	12	9	11	12	11	10	17	13	14	23	17	15	32	23	32	32
All others	55	58	54	53	53	51	48	54	52	51	57	54	50	63	57	65	73

systems shall be determined using the PVWatts software or other software approved by the code official.

CC103.3 Off-site renewable energy. Off-site energy shall comply with Sections CC103.3.1 and CC103.3.2.

CC103.3.1 Qualifying off-site procurement methods. The following are considered qualifying off-site renewable energy procurement methods:

1. Community renewables: an off-site renewable energy system for which the owner has purchased or leased renewable energy capacity along with other subscribers.
2. Renewable energy investment fund: an entity that installs renewable energy capacity on behalf of the owner.
3. Virtual power purchase agreement: a power purchase agreement for off-site renewable energy where the owner agrees to purchase renewable energy output at a fixed price schedule.
4. Direct ownership: an off-site renewable energy system owned by the building project owner.
5. Direct access to wholesale market: an agreement between the owner and a renewable energy developer to purchase renewable energy.
6. Green retail tariffs: a program by the retail electricity provider to provide 100-percent renewable energy to the owner.
7. Unbundled Renewable Energy Certificates (RECs): certificates purchased by the owner representing the environmental benefits of renewable energy generation that are sold separately from the electric power.

CC103.3.2 Requirements for all procurement methods. The following requirements shall apply to all *off-site renewable* energy procurement methods:

1. The building owner shall sign a legally binding contract to procure qualifying off-site renewable energy.
2. The procurement contract shall have duration of not less than 15 years and shall be structured to survive a partial or full transfer of ownership of the property.
3. RECs and other environmental attributes associated with the procured *off-site renewable energy* shall be assigned to the building project for the duration of the contract.
4. The renewable energy generating source shall include one or more of the following: photovoltaic systems, solar thermal power plants, geothermal power plants and wind turbines.
5. The generation source shall be located where the energy can be delivered to the building site by the same utility or distribution entity, the same independent system operator (ISO) or regional transmission organization (RTO), or within integrated ISOs (electric coordination council).
6. The *off-site renewable energy* producer shall maintain transparent accounting that clearly assigns production to the building. Records on power sent to or purchased by the building shall be retained by the building owner and made available for inspection by the code official upon request.

CC103.3.3 Adjusted off-site renewable energy. The process for calculating the adjusted *off-site renewable energy* is shown in Equation CC-2.

$$RE_{offsite} = \sum_{i=1}^{n} PF_i \times RE_i = PF_1 \times RE_1 + PF_2 \times RE_2 + ... + PF_n \times RE_n$$

(Equation CC-2)

where:

$RE_{offsite}$ = Adjusted off-site renewable energy.

PF_i = Procurement factor for the i^{th} renewable energy procurement method or class taken from Table CC103.3.3.

RE_i = Annual energy production for the i^{th} renewable energy procurement method or class.

n = The number of renewable energy procurement options or classes considered.

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TABLE CC103.3.3
DEFAULT OFF-SITE RENEWABLE ENERGY PROCUREMENT METHODS, CLASSES AND COEFFICIENTS

CLASS	PROCUREMENT FACTOR (PF)	PROCUREMENT OPTIONS	ADDITIONAL REQUIREMENTS (see also Section CC103.3.2)
1	0.75	Community solar	—
		REIFs	Entity must be managed to prevent fraud or misuse of funds.
		Virtual PPA	—
		Self-owned off-site	Provisions shall prevent the generation from being sold separately from the building.
2	0.55	Green retail tariffs	The offering shall not include the purchase of unbundled RECs.
		Direct access	The offering shall not include the purchase of unbundled RECs.
3	0.20	Unbundled RECs	The vintage of the RECs shall align with building energy use.

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CHAPTER 1 [RE]
SCOPE AND ADMINISTRATION

User note:

About this chapter: *Chapter 1 establishes the limits of applicability of this code and describes how the code is to be applied and enforced. Chapter 1 is in two parts: Part 1—Scope and Application (Sections R101–R102) and Part 2—Administration and Enforcement (Sections R103–R110). Section R101 identifies which buildings and structures come under its purview and references other I-Codes as applicable. Standards and codes are scoped to the extent referenced (see Section R108.1).*

This code is intended to be adopted as a legally enforceable document, and it cannot be effective without adequate provisions for its administration and enforcement. The provisions of Chapter 1 establish the authority and duties of the code official appointed by the authority having jurisdiction and also establish the rights and privileges of the design professional, contractor and property owner.

PART 1—SCOPE AND APPLICATION

SECTION R101
SCOPE AND GENERAL REQUIREMENTS

R101.1 Title. This code shall be known as the *Energy Conservation Code* of **the City of Pueblo, Colorado** and shall be cited as such. It is referred to herein as "this code."

R101.2 Scope. This code applies to *residential buildings, building* sites and associated systems and equipment.

R101.3 Intent. This code shall regulate the design and construction of *buildings* for the effective use and conservation of energy over the useful life of each building. This code is intended to provide flexibility to permit the use of innovative approaches and techniques to achieve this objective. This code is not intended to abridge safety, health or environmental requirements contained in other applicable codes or ordinances.

R101.4 Applicability. Where, in any specific case, different sections of this code specify different materials, methods of construction or other requirements, the most restrictive shall govern. Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall govern.

R101.4.1 Mixed residential and commercial buildings. Where a *building* includes both *residential building* and *commercial building* portions, each portion shall be separately considered and meet the applicable provisions of the IECC—Commercial Provisions or IECC—Residential Provisions.

R101.5 Compliance. *Residential buildings* shall meet the provisions of IECC—Residential Provisions. *Commercial buildings* shall meet the provisions of IECC—Commercial Provisions.

R101.5.1 Compliance materials. The *code official* shall be permitted to approve specific computer software, worksheets, compliance manuals and other similar materials that meet the intent of this code.

SECTION R102
ALTERNATIVE MATERIALS, DESIGN AND METHODS OF CONSTRUCTION AND EQUIPMENT

R102.1 General. The provisions of this code are not intended to prevent the installation of any material or to prohibit any design or method of construction not specifically prescribed by this code, provided that any such alternative has been approved. The *code official* shall have the authority to approve an alternative material, design or method of construction upon the written application of the owner or the owner's authorized agent. The code official shall first find that the proposed design is satisfactory and complies with the intent of the provisions of this code, and that the material, method or work offered is, for the purpose intended, not less than the equivalent of that prescribed in this code for strength, effectiveness, fire resistance, durability, energy conservation and safety. The *code official* shall respond to the applicant, in writing, stating the reasons why the alternative was *approved* or was not *approved*.

R102.1.1 Above code programs. The *code official* or other authority having jurisdiction shall be permitted to deem a national, state or local energy-efficiency program to exceed the energy efficiency required by this code. *Buildings approved* in writing by such an energy-efficiency program shall be considered to be in compliance with this code where such buildings also meet the requirements identified in Table R405.2 and the *building thermal envelope* is greater than or equal to levels of efficiency and solar heat gain coefficients (SHGC) in Tables 402.1.1 and 402.1.3 of the 2009 *International Energy Conservation Code*.

PART 2—ADMINISTRATION AND ENFORCEMENT

SECTION R103
CONSTRUCTION DOCUMENTS

R103.1 General. Construction documents, technical reports and other supporting data shall be submitted in one or more sets, or in a digital format where allowed by the *code official*, with each application for a permit. The construction documents and technical reports shall be prepared by a registered design professional where required by the statutes of the

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jurisdiction in which the project is to be constructed. Where special conditions exist, the *code official* is authorized to require necessary construction documents to be prepared by a registered design professional.

Exception: The *code official* is authorized to waive the requirements for construction documents or other supporting data if the *code official* determines they are not necessary to confirm compliance with this code.

R103.2 Information on construction documents. Construction documents shall be drawn to scale on suitable material. Electronic media documents are permitted to be submitted where *approved* by the *code official*. Construction documents shall be of sufficient clarity to indicate the location, nature and extent of the work proposed, and show in sufficient detail pertinent data and features of the *building*, systems and equipment as herein governed. Details shall include the following as applicable:

1. Energy compliance path.
2. Insulation materials and their *R*-values.
3. Fenestration *U*-factors and *solar heat gain coefficients* (SHGC).
4. Area-weighted *U*-factor and *solar heat gain coefficients* (SHGC) calculations.
5. Mechanical system design criteria.
6. Mechanical and service water-heating systems and equipment types, sizes and efficiencies.
7. Equipment and system controls.
8. Duct sealing, duct and pipe insulation and location.
9. Air sealing details.

R103.2.1 Building thermal envelope depiction. The *building thermal envelope* shall be represented on the construction documents.

R103.3 Examination of documents. The *code official* shall examine or cause to be examined the accompanying construction documents and shall ascertain whether the construction indicated and described is in accordance with the requirements of this code and other pertinent laws or ordinances. The *code official* is authorized to utilize a registered design professional, or other *approved* entity not affiliated with the building design or construction, in conducting the review of the plans and specifications for compliance with the code.

R103.3.1 Approval of construction documents. When the *code official* issues a permit where construction documents are required, the construction documents shall be endorsed in writing and stamped "Reviewed for Code Compliance." Such *approved* construction documents shall not be changed, modified or altered without authorization from the *code official*. Work shall be done in accordance with the *approved* construction documents.

One set of construction documents so reviewed shall be retained by the *code official*. The other set shall be returned to the applicant, kept at the site of work and shall be open to inspection by the *code official* or a duly authorized representative.

R103.3.2 Previous approvals. This code shall not require changes in the construction documents, construction or designated occupancy of a structure for which a lawful permit has been heretofore issued or otherwise lawfully authorized, and the construction of which has been pursued in good faith within 180 days after the effective date of this code and has not been abandoned.

R103.3.3 Phased approval. The *code official* shall have the authority to issue a permit for the construction of part of an energy conservation system before the construction documents for the entire system have been submitted or *approved*, provided adequate information and detailed statements have been filed complying with all pertinent requirements of this code. The holders of such permit shall proceed at their own risk without assurance that the permit for the entire energy conservation system will be granted.

R103.4 Amended construction documents. Work shall be installed in accordance with the *approved* construction documents, and any changes made during construction that are not in compliance with the *approved* construction documents shall be resubmitted for approval as an amended set of construction documents.

R103.5 Retention of construction documents. One set of *approved* construction documents shall be retained by the *code official* for a period of not less than 180 days from date of completion of the permitted work, or as required by state or local laws.

SECTION R104
FEES

R104.1 Fees. A permit shall not be issued until the fees prescribed in Section R104.2 have been paid, nor shall an amendment to a permit be released until the additional fee, if any, has been paid.

R104.2 Schedule of permit fees. Where a permit is required, a fee for each permit shall be paid as required, in accordance with the schedule as established by the applicable governing authority.

R104.3 Work commencing before permit issuance. Any person who commences any work before obtaining the necessary permits shall be subject to an additional fee established by the *code official* that shall be in addition to the required permit fees.

R104.4 Related fees. The payment of the fee for the construction, *alteration*, removal or demolition of work done in connection to or concurrently with the work or activity authorized by a permit shall not relieve the applicant or holder of the permit from the payment of other fees that are prescribed by law.

R104.5 Refunds. The *code official* is authorized to establish a refund policy.

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SECTION R105
INSPECTIONS

R105.1 General. Construction or work for which a permit is required shall be subject to inspection by the *code official* or his or her designated agent, and such construction or work shall remain visible and able to be accessed for inspection purposes until *approved*. It shall be the duty of the permit applicant to cause the work to remain visible and able to be accessed for inspection purposes. Neither the *code official* nor the jurisdiction shall be liable for expense entailed in the removal or replacement of any material, product, system or building component required to allow inspection to validate compliance with this code.

R105.2 Required inspections. The *code official* or his or her designated agent, upon notification, shall make the inspections set forth in Sections R105.2.1 through R105.2.5.

R105.2.1 Footing and foundation inspection. Inspections associated with footings and foundations shall verify compliance with the code as to *R*-value, location, thickness, depth of burial and protection of insulation as required by the code and *approved* plans and specifications.

R105.2.2 Framing and rough-in inspection. Inspections at framing and rough-in shall be made before application of interior finish and shall verify compliance with the code as to: types of insulation and corresponding *R*-values and their correct location and proper installation; fenestration properties such as *U*-factor and SHGC and proper installation; air leakage controls as required by the code; and *approved* plans and specifications.

R105.2.3 Plumbing rough-in inspection. Inspections at plumbing rough-in shall verify compliance as required by the code and *approved* plans and specifications as to types of insulation and corresponding *R*-values and protection, and required controls.

R105.2.4 Mechanical rough-in inspection. Inspections at mechanical rough-in shall verify compliance as required by the code and *approved* plans and specifications as to installed HVAC equipment type and size, required controls, system insulation and corresponding *R*-value, system air leakage control, programmable thermostats, dampers, whole-house ventilation, and minimum fan efficiency.

Exception: Systems serving multiple dwelling units shall be inspected in accordance with Section C105.2.4.

R105.2.5 Final inspection. The *building* shall have a final inspection and shall not be occupied until *approved*. The final inspection shall include verification of the installation of all required *building* systems, equipment and controls and their proper operation and the required number of high-efficacy lamps and fixtures.

R105.3 Reinspection. A *building* shall be reinspected where determined necessary by the *code official*.

R105.4 Approved inspection agencies. The *code official* is authorized to accept reports of third-party inspection agencies not affiliated with the *building* design or construction, provided that such agencies are *approved* as to qualifications and reliability relevant to the *building* components and systems that they are inspecting.

R105.5 Inspection requests. It shall be the duty of the holder of the permit or their duly authorized agent to notify the *code official* when work is ready for inspection. It shall be the duty of the permit holder to provide access to and means for inspections of such work that are required by this code.

R105.6 Reinspection and testing. Where any work or installation does not pass an initial test or inspection, the necessary corrections shall be made to achieve compliance with this code. The work or installation shall then be resubmitted to the *code official* for inspection and testing.

SECTION R106
NOTICE OF APPROVAL

R106.1 Approval. After the prescribed tests and inspections indicate that the work complies in all respects with this code, a notice of approval shall be issued by the *code official*.

R106.2 Revocation. The *code official* is authorized to, in writing, suspend or revoke a notice of approval issued under the provisions of this code wherever the certificate is issued in error, or on the basis of incorrect information supplied, or where it is determined that the *building* or structure, premise, or portion thereof is in violation of any ordinance or regulation or any of the provisions of this code.

SECTION R107
VALIDITY

R107.1 General. If a portion of this code is held to be illegal or void, such a decision shall not affect the validity of the remainder of this code.

SECTION R108
REFERENCED STANDARDS

R108.1 Referenced codes and standards. The codes and standards referenced in this code shall be those indicated in Chapter 6, and such codes and standards shall be considered as part of the requirements of this code to the prescribed extent of each such reference and as further regulated in Sections R108.1.1 and R108.1.2.

R108.1.1 Conflicts. Where conflicts occur between provisions of this code and referenced codes and standards, the provisions of this code shall apply.

R108.1.2 Provisions in referenced codes and standards. Where the extent of the reference to a referenced code or standard includes subject matter that is within the scope of this code, the provisions of this code, as applicable, shall take precedence over the provisions in the referenced code or standard.

R108.2 Application of references. References to chapter or section numbers, or to provisions not specifically identified

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by number, shall be construed to refer to such chapter, section or provision of this code.

R108.3 Other laws. The provisions of this code shall not be deemed to nullify any provisions of local, state or federal law.

SECTION R109
STOP WORK ORDER

R109.1 Authority. Where the *code official* finds any work regulated by this code being performed in a manner contrary to the provisions of this code or in a dangerous or unsafe manner, the *code official* is authorized to issue a stop work order.

R109.2 Issuance. The stop work order shall be in writing and shall be given to the owner of the property, the owner's authorized agent or the person performing the work. Upon issuance of a stop work order, the cited work shall immediately cease. The stop work order shall state the reason for the order and the conditions under which the cited work is authorized to resume.

R109.3 Emergencies. Where an emergency exists, the *code official* shall not be required to give a written notice prior to stopping the work.

R109.4 Failure to comply. Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be subject to fines established by the authority having jurisdiction.

SECTION R110
MEANS OF APPEALS

R110.1 General. In order to hear and decide appeals of orders, decisions or determinations made by the *code official* relative to the application and interpretation of this code, there shall be and is hereby created a board of appeals. The board of appeals shall be appointed by the applicable governing authority and shall hold office at its pleasure. The board shall adopt rules of procedure for conducting its business and shall render all decisions and findings in writing to the appellant with a duplicate copy to the code official.

R110.2 Limitations on authority. An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply or an equivalent or better form of construction is proposed. The board shall not have authority to waive requirements of this code or interpret the administration of this code.

R110.3 Qualifications. The board of appeals shall consist of members who are qualified by experience and training and are not employees of the jurisdiction.

R110.4 Administration. The code official shall take immediate action in accordance with the decision of the board.

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CHAPTER 2 [RE]
DEFINITIONS

User note:

About this chapter: *Codes, by their very nature, are technical documents. Every word, term and punctuation mark can add to or change the meaning of a technical requirement. It is necessary to maintain a consensus on the specific meaning of each term contained in the code. Chapter 2 performs this function by stating clearly what specific terms mean for the purpose of the code.*

SECTION R201
GENERAL

R201.1 Scope. Unless stated otherwise, the following words and terms in this code shall have the meanings indicated in this chapter.

R201.2 Interchangeability. Words used in the present tense include the future; words in the masculine gender include the feminine and neuter; the singular number includes the plural and the plural includes the singular.

R201.3 Terms defined in other codes. Terms that are not defined in this code but are defined in the *International Building Code*, *International Fire Code*, *International Fuel Gas Code*, *International Mechanical Code*, *International Plumbing Code* or the *International Residential Code* shall have the meanings ascribed to them in those codes.

R201.4 Terms not defined. Terms not defined by this chapter shall have ordinarily accepted meanings such as the context implies.

SECTION R202
GENERAL DEFINITIONS

ABOVE-GRADE WALL. A wall more than 50 percent above grade and enclosing *conditioned space*. This includes between-floor spandrels, peripheral edges of floors, roof and basement knee walls, dormer walls, gable end walls, walls enclosing a mansard roof and *skylight* shafts.

ACCESS (TO). That which enables a device, appliance or equipment to be reached by *ready access* or by a means that first requires the removal or movement of a panel or similar obstruction.

ADDITION. An extension or increase in the *conditioned space* floor area, number of stories or height of a building or structure.

AIR BARRIER. One or more materials joined together in a continuous manner to restrict or prevent the passage of air through the *building thermal envelope* and its assemblies.

ALTERATION. Any construction, retrofit or renovation to an existing structure other than *repair* or *addition*. Also, a change in a building, electrical, gas, mechanical or plumbing system that involves an extension, addition or change to the arrangement, type or purpose of the original installation.

APPROVED. Acceptable to the *code official.*

APPROVED AGENCY. An established and recognized agency that is regularly engaged in conducting tests furnishing inspection services, or furnishing product certification, where such agency has been *approved* by the *code official.*

AUTOMATIC. Self-acting, operating by its own mechanism when actuated by some impersonal influence, as, for example, a change in current strength, pressure, temperature or mechanical configuration (see "*Manual*").

BASEMENT WALL. A wall 50 percent or more below grade and enclosing *conditioned space.*

BUILDING. Any structure used or intended for supporting or sheltering any use or occupancy, including any mechanical systems, service water-heating systems and electric power and lighting systems located on the building site and supporting the building.

BUILDING SITE. A contiguous area of land that is under the ownership or control of one entity.

BUILDING THERMAL ENVELOPE. The *basement walls, exterior walls,* floors, ceiling, roofs and any other *building* element assemblies that enclose *conditioned space* or provide a boundary between *conditioned space* and exempt or unconditioned space.

CAVITY INSULATION. Insulating material located between framing members.

CIRCULATING HOT WATER SYSTEM. A specifically designed water distribution system where one or more pumps are operated in the service hot water piping to circulate heated water from the water-heating equipment to fixtures and back to the water-heating equipment.

CLIMATE ZONE. A geographical region based on climatic criteria as specified in this code.

CODE OFFICIAL. The officer or other designated authority charged with the administration and enforcement of this code or a duly authorized representative.

COMMERCIAL BUILDING. For this code, all buildings that are not included in the definition of "*Residential building*."

CONDITIONED FLOOR AREA. The horizontal projection of the floors associated with the *conditioned space*.

CONDITIONED SPACE. An area, room or space that is enclosed within the *building thermal envelope* and that is directly or indirectly heated or cooled. Spaces are indirectly heated or cooled where they communicate through openings with conditioned spaces, where they are separated from

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conditioned spaces by uninsulated walls, floors or ceilings, or where they contain uninsulated ducts, piping or other sources of heating or cooling.

CONTINUOUS AIR BARRIER. A combination of materials and assemblies that restrict or prevent the passage of air through the *building thermal envelope*.

CONTINUOUS INSULATION (ci). Insulating material that is continuous across all structural members without thermal bridges other than fasteners and service openings. It is installed on the interior or exterior, or is integral to any opaque surface, of the *building* envelope.

CRAWL SPACE WALL. The opaque portion of a wall that encloses a crawl space and is partially or totally below grade.

CURTAIN WALL. Fenestration products used to create an external nonload-bearing wall that is designed to separate the exterior and interior environments.

DEMAND RECIRCULATION WATER SYSTEM. A water distribution system where one or more pumps prime the service hot water piping with heated water upon demand for hot water.

DIMMER. A control device that is capable of continuously varying the light output and energy use of light sources.

DUCT. A tube or conduit utilized for conveying air. The air passages of self-contained systems are not to be construed as air ducts.

DUCT SYSTEM. A continuous passageway for the transmission of air that, in addition to ducts, includes duct fittings, dampers, plenums, fans and accessory air-handling equipment and appliances.

DWELLING UNIT. A single unit providing complete independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking and sanitation.

DWELLING UNIT ENCLOSURE AREA. The sum of the area of ceiling, floors, and walls separating a *dwelling unit's conditioned space* from the exterior or from adjacent conditioned or unconditioned spaces. Wall height shall be measured from the finished floor of the *dwelling unit* to the underside of the floor above.

ENERGY ANALYSIS. A method for estimating the annual energy use of the *proposed design* and *standard reference design* based on estimates of energy use.

ENERGY COST. The total estimated annual cost for purchased energy for the building functions regulated by this code, including applicable demand charges.

ENERGY SIMULATION TOOL. An *approved* software program or calculation-based methodology that projects the annual energy use of a *building*.

ERI REFERENCE DESIGN. A version of the *rated design* that meets the minimum requirements of the 2006 *International Energy Conservation Code*.

EXTERIOR WALL. Walls including both *above-grade walls* and *basement walls*.

FENESTRATION. Products classified as either *vertical fenestration* or *skylights*.

Skylights. Glass or other transparent or translucent glazing material installed at a slope of less than 60 degrees (1.05 rad) from horizontal including unit skylights, tubular daylighting devices, and glazing materials in solariums, sunrooms, roofs and sloped walls.

Vertical fenestration. Windows that are fixed or operable, opaque doors, glazed doors, glazed block and combination opaque/glazed doors composed of glass or other transparent or translucent glazing materials and installed at a slope of not less than 60 degrees (1.05 rad) from horizontal.

FENESTRATION PRODUCT, SITE-BUILT. A fenestration designed to be made up of field-glazed or field-assembled units using specific factory cut or otherwise factory-formed framing and glazing units. Examples of site-built fenestration include storefront systems, curtain walls and atrium roof systems.

HEATED SLAB. Slab-on-grade construction in which the heating elements, hydronic tubing, or hot air distribution system is in contact with, or placed within or under, the slab.

HIGH-EFFICACY LIGHT SOURCES. Any lamp with an efficacy of not less than 65 lumens per watt, or luminaires with an efficacy of not less than 45 lumens per watt.

HISTORIC BUILDING. Any building or structure that is one or more of the following:

1. Listed, or certified as eligible for listing by the State Historic Preservation Officer or the Keeper of the National Register of Historic Places, in the National Register of Historic Places.
2. Designated as historic under an applicable state or local law.
3. Certified as a contributing resource within a National Register-listed, state-designated or locally designated historic district.

INFILTRATION. The uncontrolled inward air leakage into a *building* caused by the pressure effects of wind or the effect of differences in the indoor and outdoor air density or both.

INSULATED SIDING. A type of continuous insulation with manufacturer-installed insulating material as an integral part of the cladding product having an *R*-value of not less than R-2.

LABELED. Equipment, materials or products to which have been affixed a label, seal, symbol or other identifying mark of a nationally recognized testing laboratory, *approved* agency or other organization concerned with product evaluation that maintains periodic inspection of the production of such labeled items and whose labeling indicates either that the equipment, material or product meets identified standards or has been tested and found suitable for a specified purpose.

LISTED. Equipment, materials, products or services included in a list published by an organization acceptable to the *code official* and concerned with evaluation of products or

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services that maintains periodic inspection of production of *listed* equipment or materials or periodic evaluation of services and whose listing states either that the equipment, material, product or service meets identified standards or has been tested and found suitable for a specified purpose.

➡

MANUAL. Capable of being operated by personal intervention (see "*Automatic*").

OCCUPANT SENSOR CONTROL. An automatic control device that detects the presence or absence of people within an area and causes lighting, equipment or appliances to be regulated accordingly.

ON-SITE RENEWABLE ENERGY. Energy from renewable energy resources harvested at the building site.

OPAQUE DOOR. A door that is not less than 50-percent opaque in surface area.

PROPOSED DESIGN. A description of the proposed *building* used to estimate annual energy use for determining compliance based on total building performance.

RATED DESIGN. A description of the proposed *building* used to determine the energy rating index.

READY ACCESS (TO). That which enables a device, appliance or equipment to be directly reached without requiring the removal or movement of any panel or similar obstruction.

RENEWABLE ENERGY CERTIFICATE (REC). An instrument that represents the environmental attributes of one megawatt hour of renewable energy; also known as an energy attribute certificate (EAC).

RENEWABLE ENERGY RESOURCES. Energy derived from solar radiation, wind, waves, tides, landfill gas, biogas, biomass or extracted from hot fluid or steam heated within the earth.

REPAIR. The reconstruction or renewal of any part of an existing *building* for the purpose of its maintenance or to correct damage.

REROOFING. The process of recovering or replacing an existing roof covering. See "*Roof recover*" and "*Roof replacement*."

RESIDENTIAL BUILDING. For this code, includes detached one- and two-family dwellings and townhouses as well as *Group R*-2, *R*-3 and *R*-4 buildings three stories or less in height above grade plane.

ROOF ASSEMBLY. A system designed to provide weather protection and resistance to design loads. The system consists of a roof covering and roof deck or a single component serving as both the roof covering and the roof deck. A roof assembly includes the roof covering, underlayment and roof deck and can also include a thermal barrier, an ignition barrier, insulation or a vapor retarder.

ROOF RECOVER. The process of installing an additional roof covering over an existing roof covering without removing the existing roof covering.

ROOF REPAIR. Reconstruction or renewal of any part of an existing roof for the purposes of its maintenance.

ROOF REPLACEMENT. The process of removing the existing roof covering, repairing any damaged substrate and installing a new roof covering.

***R*-VALUE (THERMAL RESISTANCE).** The inverse of the time rate of heat flow through a body from one of its bounding surfaces to the other surface for a unit temperature difference between the two surfaces, under steady state conditions, per unit area ($h \times ft^2 \times °F/Btu$) [$(m^2 \times K)/W$].

SERVICE WATER HEATING. Supply of hot water for purposes other than comfort heating.

SOLAR HEAT GAIN COEFFICIENT (SHGC). The ratio of the solar heat gain entering the space through the fenestration assembly to the incident solar radiation. Solar heat gain includes directly transmitted solar heat and absorbed solar radiation that is then reradiated, conducted or convected into the space.

STANDARD REFERENCE DESIGN. A version of the *proposed design* that meets the minimum requirements of this code and is used to determine the maximum annual energy use requirement for compliance based on total building performance.

SUNROOM. A one-story structure attached to a dwelling with a glazing area in excess of 40 percent of the gross area of the structure's *exterior walls* and roof.

THERMAL DISTRIBUTION EFFICIENCY (TDE). The resistance to changes in air heat as air is conveyed through a distance of air duct. TDE is a heat loss calculation evaluating the difference in the heat of the air between the air duct inlet and outlet caused by differences in temperatures between the air in the duct and the duct material. TDE is expressed as a percent difference between the inlet and outlet heat in the duct.

THERMAL ISOLATION. Physical and space conditioning separation from *conditioned spaces*. The *conditioned spaces* shall be controlled as separate zones for heating and cooling or conditioned by separate equipment.

THERMOSTAT. An automatic control device used to maintain temperature at a fixed or adjustable setpoint.

***U*-FACTOR (THERMAL TRANSMITTANCE).** The coefficient of heat transmission (air to air) through a building component or assembly, equal to the time rate of heat flow per unit area and unit temperature difference between the warm side and cold side air films ($Btu/h \times ft^2 \times °F$) [$W/(m^2 \times K)$].

VENTILATION. The natural or mechanical process of supplying conditioned or unconditioned air to, or removing such air from, any space.

VENTILATION AIR. That portion of supply air that comes from outside (outdoors) plus any recirculated air that has been treated to maintain the desired quality of air within a designated space.

VISIBLE TRANSMITTANCE (VT). The ratio of visible light entering the space through the fenestration product assembly to the incident visible light. Visible Transmittance includes the effects of glazing material and frame and is expressed as a number between 0 and 1.

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VENTILATION AIR. That portion of supply air that comes from outside (outdoors) plus any recirculated air that has been treated to maintain the desired quality of air within a designated space.

VISIBLE TRANSMITTANCE (VT). The ratio of visible light entering the space through the fenestration product assembly to the incident visible light. Visible Transmittance includes the effects of glazing material and frame and is expressed as a number between 0 and 1.

WHOLE HOUSE MECHANICAL VENTILATION SYSTEM. An exhaust system, supply system, or combination thereof that is designed to mechanically exchange indoor air with outdoor air when operating continuously or through a programmed intermittent schedule to satisfy the whole house ventilation rates.

ZONE. A space or group of spaces within a *building* with heating or cooling requirements that are sufficiently similar so that desired conditions can be maintained throughout using a single controlling device.

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CHAPTER 3 [RE]
GENERAL REQUIREMENTS

User note:

About this chapter: *Chapter 3 addresses broadly applicable requirements that would not be at home in other chapters having more specific coverage of subject matter. This chapter establishes climate zone by US counties and territories and includes methodology for determining climate zones elsewhere. It also contains product rating, marking and installation requirements for materials such as insulation, windows, doors and siding.*

SECTION R301
CLIMATE ZONES

R301.1 General. *Climate zones* from Figure R301.1 or Table R301.1 shall be used for determining the applicable requirements from Chapter 4. Locations not indicated in Table R301.1 shall be assigned a *climate zone* in accordance with Section R301.3.

R301.2 Warm Humid counties. In Table R301.1, Warm Humid counties are identified by an asterisk.

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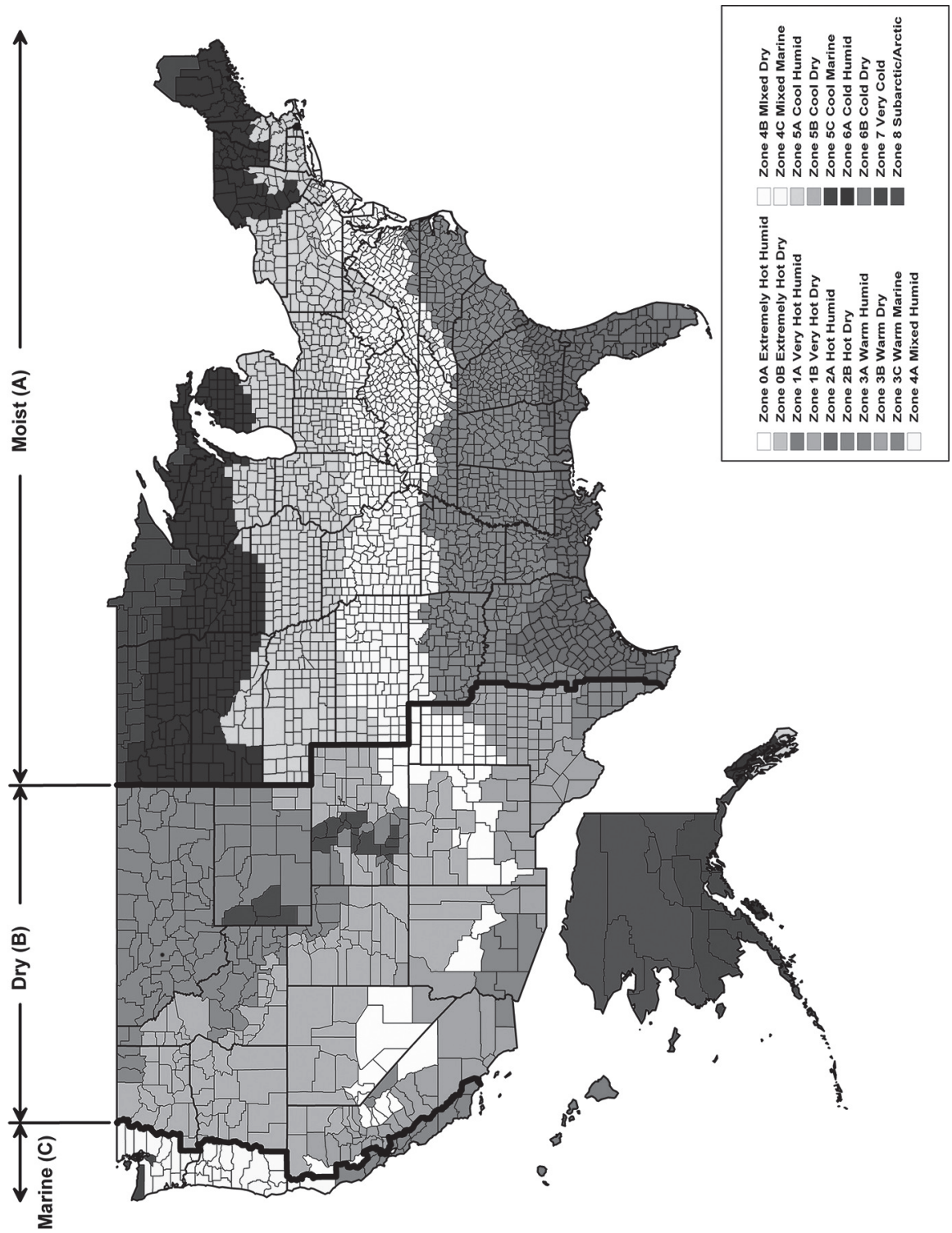

FIGURE R301.1
CLIMATE ZONES

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TABLE R301.1
CLIMATE ZONES, MOISTURE REGIMES, AND WARM HUMID DESIGNATIONS BY STATE, COUNTY AND TERRITORY[a]

US STATES
ALABAMA
3A Autauga*
2A Baldwin*
3A Barbour*
3A Bibb
3A Blount
3A Bullock*
3A Butler*
3A Calhoun
3A Chambers
3A Cherokee
3A Chilton
3A Choctaw*
3A Clarke*
3A Clay
3A Cleburne
2A Coffee*
3A Colbert
3A Conecuh*
3A Coosa
2A Covington*
3A Crenshaw*
3A Cullman
2A Dale*
3A Dallas*
3A DeKalb
3A Elmore*
2A Escambia*
3A Etowah
3A Fayette
3A Franklin
2A Geneva*
3A Greene
3A Hale
2A Henry*
2A Houston*
3A Jackson
3A Jefferson
3A Lamar
3A Lauderdale
3A Lawrence
3A Lee
3A Limestone
3A Lowndes*
3A Macon*
3A Madison
3A Marengo*
3A Marion
3A Marshall
2A Mobile*
3A Monroe*
3A Montgomery*
3A Morgan
3A Perry*
3A Pickens
3A Pike*
3A Randolph
3A Russell*
3A Shelby
3A St. Clair
3A Sumter
3A Talladega
3A Tallapoosa
3A Tuscaloosa
3A Walker
3A Washington*
3A Wilcox*
3A Winston
ALASKA
7 Aleutians East
7 Aleutians West
7 Anchorage
7 Bethel
7 Bristol Bay
8 Denali
7 Dillingham
8 Fairbanks North Star
6A Haines
6A Juneau
7 Kenai Peninsula
5C Ketchikan Gateway
6A Kodiak Island
7 Lake and Peninsula
7 Matanuska-Susitna
8 Nome
8 North Slope
8 Northwest Arctic

(continued)

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TABLE R301.1—continued
CLIMATE ZONES, MOISTURE REGIMES, AND WARM HUMID DESIGNATIONS BY STATE, COUNTY AND TERRITORY[a]

US STATES—continued
ALASKA *(continued)*
5C Prince of Wales Outer Ketchikan
5C Sitka
6A Skagway-Hoonah-Angoon
8 Southeast Fairbanks
7 Valdez-Cordova
8 Wade Hampton
6A Wrangell-Petersburg
7 Yakutat
8 Yukon-Koyukuk
ARIZONA
5B Apache
3B Cochise
5B Coconino
4B Gila
3B Graham
3B Greenlee
2B La Paz
2B Maricopa
3B Mohave
5B Navajo
2B Pima
2B Pinal
3B Santa Cruz
4B Yavapai
2B Yuma
ARKANSAS
3A Arkansas
3A Ashley
4A Baxter
4A Benton
4A Boone
3A Bradley
3A Calhoun
4A Carroll
3A Chicot
3A Clark
3A Clay
3A Cleburne
3A Cleveland
3A Columbia*
3A Conway
3A Craighead
3A Crawford
3A Crittenden
3A Cross
3A Dallas
3A Desha
3A Drew
3A Faulkner
3A Franklin
4A Fulton
3A Garland
3A Grant
3A Greene
3A Hempstead*
3A Hot Spring
3A Howard
3A Independence
4A Izard
3A Jackson
3A Jefferson
3A Johnson
3A Lafayette*
3A Lawrence
3A Lee
3A Lincoln
3A Little River*
3A Logan
3A Lonoke
4A Madison
4A Marion
3A Miller*
3A Mississippi
3A Monroe
3A Montgomery
3A Nevada
4A Newton
3A Ouachita
3A Perry
3A Phillips
3A Pike
3A Poinsett
3A Polk
3A Pope
3A Prairie
3A Pulaski
3A Randolph

(continued)

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TABLE R301.1—continued
CLIMATE ZONES, MOISTURE REGIMES, AND WARM HUMID DESIGNATIONS BY STATE, COUNTY AND TERRITORY[a]

US STATES—continued
ARKANSAS *(continued)*
3A Saline
3A Scott
4A Searcy
3A Sebastian
3A Sevier*
3A Sharp
3A St. Francis
4A Stone
3A Union*
3A Van Buren
4A Washington
3A White
3A Woodruff
3A Yell
CALIFORNIA
3C Alameda
6B Alpine
4B Amador
3B Butte
4B Calaveras
3B Colusa
3B Contra Costa
4C Del Norte
4B El Dorado
3B Fresno
3B Glenn
4C Humboldt
2B Imperial
4B Inyo
3B Kern
3B Kings
4B Lake
5B Lassen
3B Los Angeles
3B Madera
3C Marin
4B Mariposa
3C Mendocino
3B Merced
5B Modoc
6B Mono
3C Monterey
3C Napa
5B Nevada
3B Orange
3B Placer
5B Plumas
3B Riverside
3B Sacramento
3C San Benito
3B San Bernardino
3B San Diego
3C San Francisco
3B San Joaquin
3C San Luis Obispo
3C San Mateo
3C Santa Barbara
3C Santa Clara
3C Santa Cruz
3B Shasta
5B Sierra
5B Siskiyou
3B Solano
3C Sonoma
3B Stanislaus
3B Sutter
3B Tehama
4B Trinity
3B Tulare
4B Tuolumne
3C Ventura
3B Yolo
3B Yuba
COLORADO
5B Adams
6B Alamosa
5B Arapahoe
6B Archuleta
4B Baca
4B Bent
5B Boulder
5B Broomfield
6B Chaffee
5B Cheyenne
7 Clear Creek
6B Conejos
6B Costilla
5B Crowley

(continued)

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TABLE R301.1—continued
CLIMATE ZONES, MOISTURE REGIMES, AND WARM HUMID DESIGNATIONS BY STATE, COUNTY AND TERRITORY[a]

US STATES—continued
COLORADO *(continued)*
5B Custer
5B Delta
5B Denver
6B Dolores
5B Douglas
6B Eagle
5B Elbert
5B El Paso
5B Fremont
5B Garfield
5B Gilpin
7 Grand
7 Gunnison
7 Hinsdale
5B Huerfano
7 Jackson
5B Jefferson
5B Kiowa
5B Kit Carson
7 Lake
5B La Plata
5B Larimer
4B Las Animas
5B Lincoln
5B Logan
5B Mesa
7 Mineral
6B Moffat
5B Montezuma
5B Montrose
5B Morgan
4B Otero
6B Ouray
7 Park
5B Phillips
7 Pitkin
4B Prowers
5B Pueblo
6B Rio Blanco
7 Rio Grande
7 Routt
6B Saguache
7 San Juan
6B San Miguel
5B Sedgwick
7 Summit
5B Teller
5B Washington
5B Weld
5B Yuma
CONNECTICUT
5A (all)
DELAWARE
4A (all)
DISTRICT OF COLUMBIA
4A (all)
FLORIDA
2A Alachua*
2A Baker*
2A Bay*
2A Bradford*
2A Brevard*
1A Broward*
2A Calhoun*
2A Charlotte*
2A Citrus*
2A Clay*
2A Collier*
2A Columbia*
2A DeSoto*
2A Dixie*
2A Duval*
2A Escambia*
2A Flagler*
2A Franklin*
2A Gadsden*
2A Gilchrist*
2A Glades*
2A Gulf*
2A Hamilton*
2A Hardee*
2A Hendry*
2A Hernando*
2A Highlands*
2A Hillsborough*
2A Holmes*
2A Indian River*
2A Jackson*

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TABLE R301.1—continued
CLIMATE ZONES, MOISTURE REGIMES, AND WARM HUMID DESIGNATIONS BY STATE, COUNTY AND TERRITORY[a]

US STATES—continued
FLORIDA *(continued)*
2A Jefferson*
2A Lafayette*
2A Lake*
2A Lee*
2A Leon*
2A Levy*
2A Liberty*
2A Madison*
2A Manatee*
2A Marion*
2A Martin*
1A Miami-Dade*
1A Monroe*
2A Nassau*
2A Okaloosa*
2A Okeechobee*
2A Orange*
2A Osceola*
1A Palm Beach*
2A Pasco*
2A Pinellas*
2A Polk*
2A Putnam*
2A Santa Rosa*
2A Sarasota*
2A Seminole*
2A St. Johns*
2A St. Lucie*
2A Sumter*
2A Suwannee*
2A Taylor*
2A Union*
2A Volusia*
2A Wakulla*
2A Walton*
2A Washington*
GEORGIA
2A Appling*
2A Atkinson*
2A Bacon*
2A Baker*
3A Baldwin
3A Banks
3A Barrow
3A Bartow
3A Ben Hill*
2A Berrien*
3A Bibb
3A Bleckley*
2A Brantley*
2A Brooks*
2A Bryan*
3A Bulloch*
3A Burke
3A Butts
2A Calhoun*
2A Camden*
3A Candler*
3A Carroll
3A Catoosa
2A Charlton*
2A Chatham*
3A Chattahoochee*
3A Chattooga
3A Cherokee
3A Clarke
3A Clay*
3A Clayton
2A Clinch*
3A Cobb
2A Coffee*
2A Colquitt*
3A Columbia
2A Cook*
3A Coweta
3A Crawford
3A Crisp*
3A Dade
3A Dawson
2A Decatur*
3A DeKalb
3A Dodge*
3A Dooly*
2A Dougherty*
3A Douglas
2A Early*
2A Echols*
2A Effingham*

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TABLE R301.1—continued
CLIMATE ZONES, MOISTURE REGIMES, AND WARM HUMID DESIGNATIONS BY STATE, COUNTY AND TERRITORY[a]

US STATES—continued
GEORGIA *(continued)*
3A Elbert
3A Emanuel*
2A Evans*
3A Fannin
3A Fayette
3A Floyd
3A Forsyth
3A Franklin
3A Fulton
3A Gilmer
3A Glascock
2A Glynn*
3A Gordon
2A Grady*
3A Greene
3A Gwinnett
3A Habersham
3A Hall
3A Hancock
3A Haralson
3A Harris
3A Hart
3A Heard
3A Henry
3A Houston*
3A Irwin*
3A Jackson
3A Jasper
2A Jeff Davis*
3A Jefferson
3A Jenkins*
3A Johnson*
3A Jones
3A Lamar
2A Lanier*
3A Laurens*
3A Lee*
2A Liberty*
3A Lincoln
2A Long*
2A Lowndes*
3A Lumpkin
3A Macon*
3A Madison
3A Marion*
3A McDuffie
2A McIntosh*
3A Meriwether
2A Miller*
2A Mitchell*
3A Monroe
3A Montgomery*
3A Morgan
3A Murray
3A Muscogee
3A Newton
3A Oconee
3A Oglethorpe
3A Paulding
3A Peach*
3A Pickens
2A Pierce*
3A Pike
3A Polk
3A Pulaski*
3A Putnam
3A Quitman*
3A Rabun
3A Randolph*
3A Richmond
3A Rockdale
3A Schley*
3A Screven*
2A Seminole*
3A Spalding
3A Stephens
3A Stewart*
3A Sumter*
3A Talbot
3A Taliaferro
2A Tattnall*
3A Taylor*
3A Telfair*
3A Terrell*
2A Thomas*
2A Tift*
2A Toombs*
3A Towns

(continued)

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TABLE R301.1—continued
CLIMATE ZONES, MOISTURE REGIMES, AND WARM HUMID DESIGNATIONS BY STATE, COUNTY AND TERRITORY[a]

US STATES—continued
GEORGIA *(continued)*
3A Treutlen*
3A Troup
3A Turner*
3A Twiggs*
3A Union
3A Upson
3A Walker
3A Walton
2A Ware*
3A Warren
3A Washington
2A Wayne*
3A Webster*
3A Wheeler*
3A White
3A Whitfield
3A Wilcox*
3A Wilkes
3A Wilkinson
2A Worth*
HAWAII
1A (all)*
IDAHO
5B Ada
6B Adams
6B Bannock
6B Bear Lake
5B Benewah
6B Bingham
6B Blaine
6B Boise
6B Bonner
6B Bonneville
6B Boundary
6B Butte
6B Camas
5B Canyon
6B Caribou
5B Cassia
6B Clark
5B Clearwater
6B Custer
5B Elmore
6B Franklin
6B Fremont
5B Gem
5B Gooding
5B Idaho
6B Jefferson
5B Jerome
5B Kootenai
5B Latah
6B Lemhi
5B Lewis
5B Lincoln
6B Madison
5B Minidoka
5B Nez Perce
6B Oneida
5B Owyhee
5B Payette
5B Power
5B Shoshone
6B Teton
5B Twin Falls
6B Valley
5B Washington
ILLINOIS
5A Adams
4A Alexander
4A Bond
5A Boone
5A Brown
5A Bureau
4A Calhoun
5A Carroll
5A Cass
5A Champaign
4A Christian
4A Clark
4A Clay
4A Clinton
4A Coles
5A Cook
4A Crawford
4A Cumberland
5A DeKalb
5A De Witt

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TABLE R301.1—continued
CLIMATE ZONES, MOISTURE REGIMES, AND WARM HUMID DESIGNATIONS BY STATE, COUNTY AND TERRITORY[a]

US STATES—continued
ILLINOIS *(continued)*
5A Douglas
5A DuPage
5A Edgar
4A Edwards
4A Effingham
4A Fayette
5A Ford
4A Franklin
5A Fulton
4A Gallatin
4A Greene
5A Grundy
4A Hamilton
5A Hancock
4A Hardin
5A Henderson
5A Henry
5A Iroquois
4A Jackson
4A Jasper
4A Jefferson
4A Jersey
5A Jo Daviess
4A Johnson
5A Kane
5A Kankakee
5A Kendall
5A Knox
5A Lake
5A La Salle
4A Lawrence
5A Lee
5A Livingston
5A Logan
5A Macon
4A Macoupin
4A Madison
4A Marion
5A Marshall
5A Mason
4A Massac
5A McDonough
5A McHenry
5A McLean
5A Menard
5A Mercer
4A Monroe
4A Montgomery
5A Morgan
5A Moultrie
5A Ogle
5A Peoria
4A Perry
5A Piatt
5A Pike
4A Pope
4A Pulaski
5A Putnam
4A Randolph
4A Richland
5A Rock Island
4A Saline
5A Sangamon
5A Schuyler
5A Scott
4A Shelby
5A Stark
4A St. Clair
5A Stephenson
5A Tazewell
4A Union
5A Vermilion
4A Wabash
5A Warren
4A Washington
4A Wayne
4A White
5A Whiteside
5A Will
4A Williamson
5A Winnebago
5A Woodford
INDIANA
5A Adams
5A Allen
4A Bartholomew
5A Benton
5A Blackford
5A Boone
4A Brown

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TABLE R301.1—continued
CLIMATE ZONES, MOISTURE REGIMES, AND WARM HUMID DESIGNATIONS BY STATE, COUNTY AND TERRITORY[a]

US STATES—continued
INDIANA *(continued)*
5A Carroll
5A Cass
4A Clark
4A Clay
5A Clinton
4A Crawford
4A Daviess
4A Dearborn
4A Decatur
5A De Kalb
5A Delaware
4A Dubois
5A Elkhart
4A Fayette
4A Floyd
5A Fountain
4A Franklin
5A Fulton
4A Gibson
5A Grant
4A Greene
5A Hamilton
5A Hancock
4A Harrison
4A Hendricks
5A Henry
5A Howard
5A Huntington
4A Jackson
5A Jasper
5A Jay
4A Jefferson
4A Jennings
4A Johnson
4A Knox
5A Kosciusko
5A LaGrange
5A Lake
5A LaPorte
4A Lawrence
5A Madison
4A Marion
5A Marshall
4A Martin
5A Miami
4A Monroe
5A Montgomery
4A Morgan
5A Newton
5A Noble
4A Ohio
4A Orange
4A Owen
5A Parke
4A Perry
4A Pike
5A Porter
4A Posey
5A Pulaski
4A Putnam
5A Randolph
4A Ripley
4A Rush
4A Scott
4A Shelby
4A Spencer
5A Starke
5A Steuben
5A St. Joseph
4A Sullivan
4A Switzerland
5A Tippecanoe
5A Tipton
4A Union
4A Vanderburgh
5A Vermillion
4A Vigo
5A Wabash
5A Warren
4A Warrick
4A Washington
5A Wayne
5A Wells
5A White
5A Whitley
IOWA
5A Adair
5A Adams

(continued)

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TABLE R301.1—continued
CLIMATE ZONES, MOISTURE REGIMES, AND WARM HUMID DESIGNATIONS BY STATE, COUNTY AND TERRITORY[a]

US STATES—continued
IOWA *(continued)*
5A Allamakee
5A Appanoose
5A Audubon
5A Benton
6A Black Hawk
5A Boone
5A Bremer
5A Buchanan
5A Buena Vista
5A Butler
5A Calhoun
5A Carroll
5A Cass
5A Cedar
6A Cerro Gordo
5A Cherokee
5A Chickasaw
5A Clarke
6A Clay
5A Clayton
5A Clinton
5A Crawford
5A Dallas
5A Davis
5A Decatur
5A Delaware
5A Des Moines
6A Dickinson
5A Dubuque
6A Emmet
5A Fayette
5A Floyd
5A Franklin
5A Fremont
5A Greene
5A Grundy
5A Guthrie
5A Hamilton
6A Hancock
5A Hardin
5A Harrison
5A Henry
5A Howard
5A Humboldt
5A Ida
5A Iowa
5A Jackson
5A Jasper
5A Jefferson
5A Johnson
5A Jones
5A Keokuk
6A Kossuth
5A Lee
5A Linn
5A Louisa
5A Lucas
6A Lyon
5A Madison
5A Mahaska
5A Marion
5A Marshall
5A Mills
6A Mitchell
5A Monona
5A Monroe
5A Montgomery
5A Muscatine
6A O'Brien
6A Osceola
5A Page
6A Palo Alto
5A Plymouth
5A Pocahontas
5A Polk
5A Pottawattamie
5A Poweshiek
5A Ringgold
5A Sac
5A Scott
5A Shelby
6A Sioux
5A Story
5A Tama
5A Taylor
5A Union
5A Van Buren
5A Wapello

(continued)

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TABLE R301.1—continued
CLIMATE ZONES, MOISTURE REGIMES, AND WARM HUMID DESIGNATIONS BY STATE, COUNTY AND TERRITORY[a]

US STATES—continued
IOWA *(continued)*
5A Warren
5A Washington
5A Wayne
5A Webster
6A Winnebago
5A Winneshiek
5A Woodbury
6A Worth
5A Wright
KANSAS
4A Allen
4A Anderson
4A Atchison
4A Barber
4A Barton
4A Bourbon
4A Brown
4A Butler
4A Chase
4A Chautauqua
4A Cherokee
5A Cheyenne
4A Clark
4A Clay
4A Cloud
4A Coffey
4A Comanche
4A Cowley
4A Crawford
5A Decatur
4A Dickinson
4A Doniphan
4A Douglas
4A Edwards
4A Elk
4A Ellis
4A Ellsworth
4A Finney
4A Ford
4A Franklin
4A Geary
5A Gove
4A Graham
4A Grant
4A Gray
5A Greeley
4A Greenwood
4A Hamilton
4A Harper
4A Harvey
4A Haskell
4A Hodgeman
4A Jackson
4A Jefferson
5A Jewell
4A Johnson
4A Kearny
4A Kingman
4A Kiowa
4A Labette
4A Lane
4A Leavenworth
4A Lincoln
4A Linn
5A Logan
4A Lyon
4A Marion
4A Marshall
4A McPherson
4A Meade
4A Miami
4A Mitchell
4A Montgomery
4A Morris
4A Morton
4A Nemaha
4A Neosho
4A Ness
5A Norton
4A Osage
4A Osborne
4A Ottawa
4A Pawnee
5A Phillips
4A Pottawatomie
4A Pratt
5A Rawlins
4A Reno

(continued)

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TABLE R301.1—continued
CLIMATE ZONES, MOISTURE REGIMES, AND WARM HUMID DESIGNATIONS BY STATE, COUNTY AND TERRITORY[a]

US STATES—continued
KANSAS *(continued)*
5A Republic
4A Rice
4A Riley
4A Rooks
4A Rush
4A Russell
4A Saline
5A Scott
4A Sedgwick
4A Seward
4A Shawnee
5A Sheridan
5A Sherman
5A Smith
4A Stafford
4A Stanton
4A Stevens
4A Sumner
5A Thomas
4A Trego
4A Wabaunsee
5A Wallace
4A Washington
5A Wichita
4A Wilson
4A Woodson
4A Wyandotte
KENTUCKY
4A (all)
LOUISIANA
2A Acadia*
2A Allen*
2A Ascension*
2A Assumption*
2A Avoyelles*
2A Beauregard*
3A Bienville*
3A Bossier*
3A Caddo*
2A Calcasieu*
3A Caldwell*
2A Cameron*
3A Catahoula*
3A Claiborne*
3A Concordia*
3A De Soto*
2A East Baton Rouge*
3A East Carroll
2A East Feliciana*
2A Evangeline*
3A Franklin*
3A Grant*
2A Iberia*
2A Iberville*
3A Jackson*
2A Jefferson*
2A Jefferson Davis*
2A Lafayette*
2A Lafourche*
3A La Salle*
3A Lincoln*
2A Livingston*
3A Madison*
3A Morehouse
3A Natchitoches*
2A Orleans*
3A Ouachita*
2A Plaquemines*
2A Pointe Coupee*
2A Rapides*
3A Red River*
3A Richland*
3A Sabine*
2A St. Bernard*
2A St. Charles*
2A St. Helena*
2A St. James*
2A St. John the Baptist*
2A St. Landry*
2A St. Martin*
2A St. Mary*
2A St. Tammany*
2A Tangipahoa*
3A Tensas*
2A Terrebonne*
3A Union*
2A Vermilion*
3A Vernon*

(continued)

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TABLE R301.1—continued
CLIMATE ZONES, MOISTURE REGIMES, AND WARM HUMID DESIGNATIONS BY STATE, COUNTY AND TERRITORY[a]

US STATES—continued
LOUISIANA *(continued)*
2A Washington*
3A Webster*
2A West Baton Rouge*
3A West Carroll
2A West Feliciana*
3A Winn*
MAINE
6A Androscoggin
7 Aroostook
6A Cumberland
6A Franklin
6A Hancock
6A Kennebec
6A Knox
6A Lincoln
6A Oxford
6A Penobscot
6A Piscataquis
6A Sagadahoc
6A Somerset
6A Waldo
6A Washington
6A York
MARYLAND
5A Allegany
4A Anne Arundel
4A Baltimore
4A Baltimore (city)
4A Calvert
4A Caroline
4A Carroll
4A Cecil
4A Charles
4A Dorchester
4A Frederick
5A Garrett
4A Harford
4A Howard
4A Kent
4A Montgomery
4A Prince George's
4A Queen Anne's
4A Somerset
4A St. Mary's
4A Talbot
4A Washington
4A Wicomico
4A Worcester
MASSACHUSETTS
5A (all)
MICHIGAN
6A Alcona
6A Alger
5A Allegan
6A Alpena
6A Antrim
6A Arenac
6A Baraga
5A Barry
5A Bay
6A Benzie
5A Berrien
5A Branch
5A Calhoun
5A Cass
6A Charlevoix
6A Cheboygan
6A Chippewa
6A Clare
5A Clinton
6A Crawford
6A Delta
6A Dickinson
5A Eaton
6A Emmet
5A Genesee
6A Gladwin
6A Gogebic
6A Grand Traverse
5A Gratiot
5A Hillsdale
6A Houghton
5A Huron
5A Ingham
5A Ionia
6A Iosco
6A Iron
6A Isabella

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TABLE R301.1—continued
CLIMATE ZONES, MOISTURE REGIMES, AND WARM HUMID DESIGNATIONS BY STATE, COUNTY AND TERRITORY[a]

US STATES—continued
MICHIGAN *(continued)*
5A Jackson
5A Kalamazoo
6A Kalkaska
5A Kent
7 Keweenaw
6A Lake
5A Lapeer
6A Leelanau
5A Lenawee
5A Livingston
6A Luce
6A Mackinac
5A Macomb
6A Manistee
7 Marquette
6A Mason
6A Mecosta
6A Menominee
5A Midland
6A Missaukee
5A Monroe
5A Montcalm
6A Montmorency
5A Muskegon
6A Newaygo
5A Oakland
6A Oceana
6A Ogemaw
6A Ontonagon
6A Osceola
6A Oscoda
6A Otsego
5A Ottawa
6A Presque Isle
6A Roscommon
5A Saginaw
5A Sanilac
6A Schoolcraft
5A Shiawassee
5A St. Clair
5A St. Joseph
5A Tuscola
5A Van Buren
5A Washtenaw
5A Wayne
6A Wexford
MINNESOTA
7 Aitkin
6A Anoka
6A Becker
7 Beltrami
6A Benton
6A Big Stone
6A Blue Earth
6A Brown
7 Carlton
6A Carver
7 Cass
6A Chippewa
6A Chisago
6A Clay
7 Clearwater
7 Cook
6A Cottonwood
7 Crow Wing
6A Dakota
6A Dodge
6A Douglas
6A Faribault
5A Fillmore
6A Freeborn
6A Goodhue
6A Grant
6A Hennepin
5A Houston
7 Hubbard
6A Isanti
7 Itasca
6A Jackson
6A Kanabec
6A Kandiyohi
7 Kittson
7 Koochiching
6A Lac qui Parle
7 Lake
7 Lake of the Woods
6A Le Sueur
6A Lincoln

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TABLE R301.1—continued
CLIMATE ZONES, MOISTURE REGIMES, AND WARM HUMID DESIGNATIONS BY STATE, COUNTY AND TERRITORY[a]

US STATES—continued
MINNESOTA *(continued)*
6A Lyon
7 Mahnomen
7 Marshall
6A Martin
6A McLeod
6A Meeker
6A Mille Lacs
6A Morrison
6A Mower
6A Murray
6A Nicollet
6A Nobles
7 Norman
6A Olmsted
6A Otter Tail
7 Pennington
7 Pine
6A Pipestone
7 Polk
6A Pope
6A Ramsey
7 Red Lake
6A Redwood
6A Renville
6A Rice
6A Rock
7 Roseau
6A Scott
6A Sherburne
6A Sibley
6A Stearns
6A Steele
6A Stevens
7 St. Louis
6A Swift
6A Todd
6A Traverse
6A Wabasha
7 Wadena
6A Waseca
6A Washington
6A Watonwan
6A Wilkin
5A Winona
6A Wright
6A Yellow Medicine
MISSISSIPPI
3A Adams*
3A Alcorn
3A Amite*
3A Attala
3A Benton
3A Bolivar
3A Calhoun
3A Carroll
3A Chickasaw
3A Choctaw
3A Claiborne*
3A Clarke
3A Clay
3A Coahoma
3A Copiah*
3A Covington*
3A DeSoto
3A Forrest*
3A Franklin*
2A George*
3A Greene*
3A Grenada
2A Hancock*
2A Harrison*
3A Hinds*
3A Holmes
3A Humphreys
3A Issaquena
3A Itawamba
2A Jackson*
3A Jasper
3A Jefferson*
3A Jefferson Davis*
3A Jones*
3A Kemper
3A Lafayette
3A Lamar*
3A Lauderdale
3A Lawrence*
3A Leake
3A Lee

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TABLE R301.1—continued
CLIMATE ZONES, MOISTURE REGIMES, AND WARM HUMID DESIGNATIONS BY STATE, COUNTY AND TERRITORY[a]

US STATES—continued
MISSISSIPPI *(continued)*
3A Leflore
3A Lincoln*
3A Lowndes
3A Madison
3A Marion*
3A Marshall
3A Monroe
3A Montgomery
3A Neshoba
3A Newton
3A Noxubee
3A Oktibbeha
3A Panola
2A Pearl River*
3A Perry*
3A Pike*
3A Pontotoc
3A Prentiss
3A Quitman
3A Rankin*
3A Scott
3A Sharkey
3A Simpson*
3A Smith*
2A Stone*
3A Sunflower
3A Tallahatchie
3A Tate
3A Tippah
3A Tishomingo
3A Tunica
3A Union
3A Walthall*
3A Warren*
3A Washington
3A Wayne*
3A Webster
3A Wilkinson*
3A Winston
3A Yalobusha
3A Yazoo
MISSOURI
5A Adair
5A Andrew
5A Atchison
4A Audrain
4A Barry
4A Barton
4A Bates
4A Benton
4A Bollinger
4A Boone
4A Buchanan
4A Butler
4A Caldwell
4A Callaway
4A Camden
4A Cape Girardeau
4A Carroll
4A Carter
4A Cass
4A Cedar
4A Chariton
4A Christian
5A Clark
4A Clay
4A Clinton
4A Cole
4A Cooper
4A Crawford
4A Dade
4A Dallas
5A Daviess
5A DeKalb
4A Dent
4A Douglas
3A Dunklin
4A Franklin
4A Gasconade
5A Gentry
4A Greene
5A Grundy
5A Harrison
4A Henry
4A Hickory
5A Holt
4A Howard
4A Howell

(continued)

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TABLE R301.1—continued
CLIMATE ZONES, MOISTURE REGIMES, AND WARM HUMID DESIGNATIONS BY STATE, COUNTY AND TERRITORY[a]

US STATES—continued
MISSOURI *(continued)*
4A Iron
4A Jackson
4A Jasper
4A Jefferson
4A Johnson
5A Knox
4A Laclede
4A Lafayette
4A Lawrence
5A Lewis
4A Lincoln
5A Linn
5A Livingston
5A Macon
4A Madison
4A Maries
5A Marion
4A McDonald
5A Mercer
4A Miller
4A Mississippi
4A Moniteau
4A Monroe
4A Montgomery
4A Morgan
4A New Madrid
4A Newton
5A Nodaway
4A Oregon
4A Osage
4A Ozark
3A Pemiscot
4A Perry
4A Pettis
4A Phelps
5A Pike
4A Platte
4A Polk
4A Pulaski
5A Putnam
5A Ralls
4A Randolph
4A Ray
4A Reynolds
4A Ripley
4A Saline
5A Schuyler
5A Scotland
4A Scott
4A Shannon
5A Shelby
4A St. Charles
4A St. Clair
4A St. Francois
4A St. Louis
4A St. Louis (city)
4A Ste. Genevieve
4A Stoddard
4A Stone
5A Sullivan
4A Taney
4A Texas
4A Vernon
4A Warren
4A Washington
4A Wayne
4A Webster
5A Worth
4A Wright
MONTANA
6B (all)
NEBRASKA
5A (all)
NEVADA
4B Carson City (city)
5B Churchill
3B Clark
4B Douglas
5B Elko
4B Esmeralda
5B Eureka
5B Humboldt
5B Lander
4B Lincoln
4B Lyon
4B Mineral
4B Nye
5B Pershing

(continued)

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TABLE R301.1—continued
CLIMATE ZONES, MOISTURE REGIMES, AND WARM HUMID DESIGNATIONS BY STATE, COUNTY AND TERRITORY[a]

US STATES—continued
NEVADA *(continued)*
5B Storey
5B Washoe
5B White Pine
NEW HAMPSHIRE
6A Belknap
6A Carroll
5A Cheshire
6A Coos
6A Grafton
5A Hillsborough
5A Merrimack
5A Rockingham
5A Strafford
6A Sullivan
NEW JERSEY
4A Atlantic
5A Bergen
4A Burlington
4A Camden
4A Cape May
4A Cumberland
4A Essex
4A Gloucester
4A Hudson
5A Hunterdon
4A Mercer
4A Middlesex
4A Monmouth
5A Morris
4A Ocean
5A Passaic
4A Salem
5A Somerset
5A Sussex
4A Union
5A Warren
NEW MEXICO
4B Bernalillo
4B Catron
3B Chaves
4B Cibola
5B Colfax
4B Curry
4B DeBaca
3B Doña Ana
3B Eddy
4B Grant
4B Guadalupe
5B Harding
3B Hidalgo
3B Lea
4B Lincoln
5B Los Alamos
3B Luna
5B McKinley
5B Mora
3B Otero
4B Quay
5B Rio Arriba
4B Roosevelt
5B Sandoval
5B San Juan
5B San Miguel
5B Santa Fe
3B Sierra
4B Socorro
5B Taos
5B Torrance
4B Union
4B Valencia
NEW YORK
5A Albany
5A Allegany
4A Bronx
5A Broome
5A Cattaraugus
5A Cayuga
5A Chautauqua
5A Chemung
6A Chenango
6A Clinton
5A Columbia
5A Cortland
6A Delaware
5A Dutchess
5A Erie
6A Essex
6A Franklin

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TABLE R301.1—continued
CLIMATE ZONES, MOISTURE REGIMES, AND WARM HUMID DESIGNATIONS BY STATE, COUNTY AND TERRITORY[a]

US STATES—continued
NEW YORK *(continued)*
6A Fulton
5A Genesee
5A Greene
6A Hamilton
6A Herkimer
6A Jefferson
4A Kings
6A Lewis
5A Livingston
6A Madison
5A Monroe
6A Montgomery
4A Nassau
4A New York
5A Niagara
6A Oneida
5A Onondaga
5A Ontario
5A Orange
5A Orleans
5A Oswego
6A Otsego
5A Putnam
4A Queens
5A Rensselaer
4A Richmond
5A Rockland
5A Saratoga
5A Schenectady
5A Schoharie
5A Schuyler
5A Seneca
5A Steuben
6A St. Lawrence
4A Suffolk
6A Sullivan
5A Tioga
5A Tompkins
6A Ulster
6A Warren
5A Washington
5A Wayne
4A Westchester
5A Wyoming
5A Yates
NORTH CAROLINA
3A Alamance
3A Alexander
5A Alleghany
3A Anson
5A Ashe
5A Avery
3A Beaufort
3A Bertie
3A Bladen
3A Brunswick*
4A Buncombe
4A Burke
3A Cabarrus
4A Caldwell
3A Camden
3A Carteret*
3A Caswell
3A Catawba
3A Chatham
3A Cherokee
3A Chowan
3A Clay
3A Cleveland
3A Columbus*
3A Craven
3A Cumberland
3A Currituck
3A Dare
3A Davidson
3A Davie
3A Duplin
3A Durham
3A Edgecombe
3A Forsyth
3A Franklin
3A Gaston
3A Gates
4A Graham
3A Granville
3A Greene
3A Guilford
3A Halifax

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TABLE R301.1—continued
CLIMATE ZONES, MOISTURE REGIMES, AND WARM HUMID DESIGNATIONS BY STATE, COUNTY AND TERRITORY[a]

US STATES—continued
NORTH CAROLINA *(continued)*
3A Harnett
4A Haywood
4A Henderson
3A Hertford
3A Hoke
3A Hyde
3A Iredell
4A Jackson
3A Johnston
3A Jones
3A Lee
3A Lenoir
3A Lincoln
4A Macon
4A Madison
3A Martin
4A McDowell
3A Mecklenburg
4A Mitchell
3A Montgomery
3A Moore
3A Nash
3A New Hanover*
3A Northampton
3A Onslow*
3A Orange
3A Pamlico
3A Pasquotank
3A Pender*
3A Perquimans
3A Person
3A Pitt
3A Polk
3A Randolph
3A Richmond
3A Robeson
3A Rockingham
3A Rowan
3A Rutherford
3A Sampson
3A Scotland
3A Stanly
4A Stokes
4A Surry
4A Swain
4A Transylvania
3A Tyrrell
3A Union
3A Vance
3A Wake
3A Warren
3A Washington
5A Watauga
3A Wayne
3A Wilkes
3A Wilson
4A Yadkin
5A Yancey
NORTH DAKOTA
6A Adams
6A Barnes
7 Benson
6A Billings
7 Bottineau
6A Bowman
7 Burke
6A Burleigh
6A Cass
7 Cavalier
6A Dickey
7 Divide
6A Dunn
6A Eddy
6A Emmons
6A Foster
6A Golden Valley
7 Grand Forks
6A Grant
6A Griggs
6A Hettinger
6A Kidder
6A LaMoure
6A Logan
7 McHenry
6A McIntosh
6A McKenzie
6A McLean
6A Mercer

(continued)

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TABLE R301.1—continued
CLIMATE ZONES, MOISTURE REGIMES, AND WARM HUMID DESIGNATIONS BY STATE, COUNTY AND TERRITORY[a]

US STATES—continued
NORTH DAKOTA *(continued)*
6A Morton
6A Mountrail
7 Nelson
6A Oliver
7 Pembina
7 Pierce
7 Ramsey
6A Ransom
7 Renville
6A Richland
7 Rolette
6A Sargent
6A Sheridan
6A Sioux
6A Slope
6A Stark
6A Steele
6A Stutsman
7 Towner
6A Traill
7 Walsh
7 Ward
6A Wells
6A Williams
OHIO
4A Adams
5A Allen
5A Ashland
5A Ashtabula
4A Athens
5A Auglaize
5A Belmont
4A Brown
4A Butler
5A Carroll
5A Champaign
5A Clark
4A Clermont
4A Clinton
5A Columbiana
5A Coshocton
5A Crawford
5A Cuyahoga
5A Darke
5A Defiance
5A Delaware
5A Erie
5A Fairfield
4A Fayette
4A Franklin
5A Fulton
4A Gallia
5A Geauga
4A Greene
5A Guernsey
4A Hamilton
5A Hancock
5A Hardin
5A Harrison
5A Henry
4A Highland
4A Hocking
5A Holmes
5A Huron
4A Jackson
5A Jefferson
5A Knox
5A Lake
4A Lawrence
5A Licking
5A Logan
5A Lorain
5A Lucas
4A Madison
5A Mahoning
5A Marion
5A Medina
4A Meigs
5A Mercer
5A Miami
5A Monroe
5A Montgomery
5A Morgan
5A Morrow
5A Muskingum
5A Noble
5A Ottawa
5A Paulding

(continued)

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TABLE R301.1—continued
CLIMATE ZONES, MOISTURE REGIMES, AND WARM HUMID DESIGNATIONS BY STATE, COUNTY AND TERRITORY[a]

US STATES—continued
OHIO *(continued)*
5A Perry
4A Pickaway
4A Pike
5A Portage
5A Preble
5A Putnam
5A Richland
4A Ross
5A Sandusky
4A Scioto
5A Seneca
5A Shelby
5A Stark
5A Summit
5A Trumbull
5A Tuscarawas
5A Union
5A Van Wert
4A Vinton
4A Warren
4A Washington
5A Wayne
5A Williams
5A Wood
5A Wyandot
OKLAHOMA
3A Adair
4A Alfalfa
3A Atoka
4B Beaver
3A Beckham
3A Blaine
3A Bryan
3A Caddo
3A Canadian
3A Carter
3A Cherokee
3A Choctaw
4B Cimarron
3A Cleveland
3A Coal
3A Comanche
3A Cotton
4A Craig
3A Creek
3A Custer
4A Delaware
3A Dewey
4A Ellis
4A Garfield
3A Garvin
3A Grady
4A Grant
3A Greer
3A Harmon
4A Harper
3A Haskell
3A Hughes
3A Jackson
3A Jefferson
3A Johnston
4A Kay
3A Kingfisher
3A Kiowa
3A Latimer
3A Le Flore
3A Lincoln
3A Logan
3A Love
4A Major
3A Marshall
3A Mayes
3A McClain
3A McCurtain
3A McIntosh
3A Murray
3A Muskogee
3A Noble
4A Nowata
3A Okfuskee
3A Oklahoma
3A Okmulgee
4A Osage
4A Ottawa
3A Pawnee
3A Payne
3A Pittsburg
3A Pontotoc

(continued)

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TABLE R301.1—continued
CLIMATE ZONES, MOISTURE REGIMES, AND WARM HUMID DESIGNATIONS BY STATE, COUNTY AND TERRITORY[a]

US STATES—continued
OKLAHOMA *(continued)*
3A Pottawatomie
3A Pushmataha
3A Roger Mills
3A Rogers
3A Seminole
3A Sequoyah
3A Stephens
4B Texas
3A Tillman
3A Tulsa
3A Wagoner
4A Washington
3A Washita
4A Woods
4A Woodward
OREGON
5B Baker
4C Benton
4C Clackamas
4C Clatsop
4C Columbia
4C Coos
5B Crook
4C Curry
5B Deschutes
4C Douglas
5B Gilliam
5B Grant
5B Harney
5B Hood River
4C Jackson
5B Jefferson
4C Josephine
5B Klamath
5B Lake
4C Lane
4C Lincoln
4C Linn
5B Malheur
4C Marion
5B Morrow
4C Multnomah
4C Polk
5B Sherman
4C Tillamook
5B Umatilla
5B Union
5B Wallowa
5B Wasco
4C Washington
5B Wheeler
4C Yamhill
PENNSYLVANIA
4A Adams
5A Allegheny
5A Armstrong
5A Beaver
5A Bedford
4A Berks
5A Blair
5A Bradford
4A Bucks
5A Butler
5A Cambria
5A Cameron
5A Carbon
5A Centre
4A Chester
5A Clarion
5A Clearfield
5A Clinton
5A Columbia
5A Crawford
4A Cumberland
4A Dauphin
4A Delaware
5A Elk
5A Erie
5A Fayette
5A Forest
4A Franklin
5A Fulton
5A Greene
5A Huntingdon
5A Indiana
5A Jefferson
5A Juniata
5A Lackawanna

(continued)

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TABLE R301.1—continued
CLIMATE ZONES, MOISTURE REGIMES, AND WARM HUMID DESIGNATIONS BY STATE, COUNTY AND TERRITORY[a]

US STATES—continued
PENNSYLVANIA *(continued)*
4A Lancaster
5A Lawrence
4A Lebanon
5A Lehigh
5A Luzerne
5A Lycoming
5A McKean
5A Mercer
5A Mifflin
5A Monroe
4A Montgomery
5A Montour
5A Northampton
5A Northumberland
4A Perry
4A Philadelphia
5A Pike
5A Potter
5A Schuylkill
5A Snyder
5A Somerset
5A Sullivan
5A Susquehanna
5A Tioga
5A Union
5A Venango
5A Warren
5A Washington
5A Wayne
5A Westmoreland
5A Wyoming
4A York
RHODE ISLAND
5A (all)
SOUTH CAROLINA
3A Abbeville
3A Aiken
3A Allendale*
3A Anderson
3A Bamberg*
3A Barnwell*
2A Beaufort*
3A Berkeley*
3A Calhoun
3A Charleston*
3A Cherokee
3A Chester
3A Chesterfield
3A Clarendon
3A Colleton*
3A Darlington
3A Dillon
3A Dorchester*
3A Edgefield
3A Fairfield
3A Florence
3A Georgetown*
3A Greenville
3A Greenwood
3A Hampton*
3A Horry*
2A Jasper*
3A Kershaw
3A Lancaster
3A Laurens
3A Lee
3A Lexington
3A Marion
3A Marlboro
3A McCormick
3A Newberry
3A Oconee
3A Orangeburg
3A Pickens
3A Richland
3A Saluda
3A Spartanburg
3A Sumter
3A Union
3A Williamsburg
3A York
SOUTH DAKOTA
6A Aurora
6A Beadle
5A Bennett
5A Bon Homme
6A Brookings
6A Brown

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TABLE R301.1—continued
CLIMATE ZONES, MOISTURE REGIMES, AND WARM HUMID DESIGNATIONS BY STATE, COUNTY AND TERRITORY[a]

US STATES—continued
SOUTH DAKOTA *(continued)*
5A Brule
6A Buffalo
6A Butte
6A Campbell
5A Charles Mix
6A Clark
5A Clay
6A Codington
6A Corson
6A Custer
6A Davison
6A Day
6A Deuel
6A Dewey
5A Douglas
6A Edmunds
6A Fall River
6A Faulk
6A Grant
5A Gregory
5A Haakon
6A Hamlin
6A Hand
6A Hanson
6A Harding
6A Hughes
5A Hutchinson
6A Hyde
5A Jackson
6A Jerauld
5A Jones
6A Kingsbury
6A Lake
6A Lawrence
6A Lincoln
5A Lyman
6A Marshall
6A McCook
6A McPherson
6A Meade
5A Mellette
6A Miner
6A Minnehaha
6A Moody
6A Pennington
6A Perkins
6A Potter
6A Roberts
6A Sanborn
6A Shannon
6A Spink
5A Stanley
6A Sully
5A Todd
5A Tripp
6A Turner
5A Union
6A Walworth
5A Yankton
6A Ziebach
TENNESSEE
4A Anderson
3A Bedford
4A Benton
4A Bledsoe
4A Blount
4A Bradley
4A Campbell
4A Cannon
4A Carroll
4A Carter
4A Cheatham
3A Chester
4A Claiborne
4A Clay
4A Cocke
3A Coffee
3A Crockett
4A Cumberland
3A Davidson
3A Decatur
4A DeKalb
4A Dickson
3A Dyer
3A Fayette
4A Fentress
3A Franklin
3A Gibson

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TABLE R301.1—continued
CLIMATE ZONES, MOISTURE REGIMES, AND WARM HUMID DESIGNATIONS BY STATE, COUNTY AND TERRITORY[a]

US STATES—continued
TENNESSEE *(continued)*
3A Giles
4A Grainger
4A Greene
3A Grundy
4A Hamblen
3A Hamilton
4A Hancock
3A Hardeman
3A Hardin
4A Hawkins
3A Haywood
3A Henderson
4A Henry
3A Hickman
4A Houston
4A Humphreys
4A Jackson
4A Jefferson
4A Johnson
4A Knox
4A Lake
3A Lauderdale
3A Lawrence
3A Lewis
3A Lincoln
4A Loudon
4A Macon
3A Madison
3A Marion
3A Marshall
3A Maury
4A McMinn
3A McNairy
4A Meigs
4A Monroe
4A Montgomery
3A Moore
4A Morgan
4A Obion
4A Overton
3A Perry
4A Pickett
4A Polk
4A Putnam
4A Rhea
4A Roane
4A Robertson
3A Rutherford
4A Scott
4A Sequatchie
4A Sevier
3A Shelby
4A Smith
4A Stewart
4A Sullivan
4A Sumner
3A Tipton
4A Trousdale
4A Unicoi
4A Union
4A Van Buren
4A Warren
4A Washington
3A Wayne
4A Weakley
4A White
3A Williamson
4A Wilson
TEXAS
2A Anderson*
3B Andrews
2A Angelina*
2A Aransas*
3A Archer
4B Armstrong
2A Atascosa*
2A Austin*
4B Bailey
2B Bandera
2A Bastrop*
3B Baylor
2A Bee*
2A Bell*
2A Bexar*
3A Blanco*
3B Borden
2A Bosque*
3A Bowie*

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TABLE R301.1—continued
CLIMATE ZONES, MOISTURE REGIMES, AND WARM HUMID DESIGNATIONS BY STATE, COUNTY AND TERRITORY[a]

US STATES—continued
TEXAS *(continued)*
2A Brazoria*
2A Brazos*
3B Brewster
4B Briscoe
2A Brooks*
3A Brown*
2A Burleson*
3A Burnet*
2A Caldwell*
2A Calhoun*
3B Callahan
1A Cameron*
3A Camp*
4B Carson
3A Cass*
4B Castro
2A Chambers*
2A Cherokee*
3B Childress
3A Clay
4B Cochran
3B Coke
3B Coleman
3A Collin*
3B Collingsworth
2A Colorado*
2A Comal*
3A Comanche*
3B Concho
3A Cooke
2A Coryell*
3B Cottle
3B Crane
3B Crockett
3B Crosby
3B Culberson
4B Dallam
2A Dallas*
3B Dawson
4B Deaf Smith
3A Delta
3A Denton*
2A DeWitt*
3B Dickens
2B Dimmit
4B Donley
2A Duval*
3A Eastland
3B Ector
2B Edwards
2A Ellis*
3B El Paso
3A Erath*
2A Falls*
3A Fannin
2A Fayette*
3B Fisher
4B Floyd
3B Foard
2A Fort Bend*
3A Franklin*
2A Freestone*
2B Frio
3B Gaines
2A Galveston*
3B Garza
3A Gillespie*
3B Glasscock
2A Goliad*
2A Gonzales*
4B Gray
3A Grayson
3A Gregg*
2A Grimes*
2A Guadalupe*
4B Hale
3B Hall
3A Hamilton*
4B Hansford
3B Hardeman
2A Hardin*
2A Harris*
3A Harrison*
4B Hartley
3B Haskell
2A Hays*
3B Hemphill
3A Henderson*

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TABLE R301.1—continued
CLIMATE ZONES, MOISTURE REGIMES, AND WARM HUMID DESIGNATIONS BY STATE, COUNTY AND TERRITORY[a]

US STATES—continued
TEXAS *(continued)*
1A Hidalgo*
2A Hill*
4B Hockley
3A Hood*
3A Hopkins*
2A Houston*
3B Howard
3B Hudspeth
3A Hunt*
4B Hutchinson
3B Irion
3A Jack
2A Jackson*
2A Jasper*
3B Jeff Davis
2A Jefferson*
2A Jim Hogg*
2A Jim Wells*
2A Johnson*
3B Jones
2A Karnes*
3A Kaufman*
3A Kendall*
2A Kenedy*
3B Kent
3B Kerr
3B Kimble
3B King
2B Kinney
2A Kleberg*
3B Knox
3A Lamar*
4B Lamb
3A Lampasas*
2B La Salle
2A Lavaca*
2A Lee*
2A Leon*
2A Liberty*
2A Limestone*
4B Lipscomb
2A Live Oak*
3A Llano*
3B Loving
3B Lubbock
3B Lynn
2A Madison*
3A Marion*
3B Martin
3B Mason
2A Matagorda*
2B Maverick
3B McCulloch
2A McLennan*
2A McMullen*
2B Medina
3B Menard
3B Midland
2A Milam*
3A Mills*
3B Mitchell
3A Montague
2A Montgomery*
4B Moore
3A Morris*
3B Motley
3A Nacogdoches*
2A Navarro*
2A Newton*
3B Nolan
2A Nueces*
4B Ochiltree
4B Oldham
2A Orange*
3A Palo Pinto*
3A Panola*
3A Parker*
4B Parmer
3B Pecos
2A Polk*
4B Potter
3B Presidio
3A Rains*
4B Randall
3B Reagan
2B Real
3A Red River*
3B Reeves

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TABLE R301.1—continued
CLIMATE ZONES, MOISTURE REGIMES, AND WARM HUMID DESIGNATIONS BY STATE, COUNTY AND TERRITORY[a]

US STATES—continued
TEXAS *(continued)*
2A Refugio*
4B Roberts
2A Robertson*
3A Rockwall*
3B Runnels
3A Rusk*
3A Sabine*
3A San Augustine*
2A San Jacinto*
2A San Patricio*
3A San Saba*
3B Schleicher
3B Scurry
3B Shackelford
3A Shelby*
4B Sherman
3A Smith*
3A Somervell*
2A Starr*
3A Stephens
3B Sterling
3B Stonewall
3B Sutton
4B Swisher
2A Tarrant*
3B Taylor
3B Terrell
3B Terry
3B Throckmorton
3A Titus*
3B Tom Green
2A Travis*
2A Trinity*
2A Tyler*
3A Upshur*
3B Upton
2B Uvalde
2B Val Verde
3A Van Zandt*
2A Victoria*
2A Walker*
2A Waller*
3B Ward
2A Washington*
2B Webb
2A Wharton*
3B Wheeler
3A Wichita
3B Wilbarger
1A Willacy*
2A Williamson*
2A Wilson*
3B Winkler
3A Wise
3A Wood*
4B Yoakum
3A Young
2B Zapata
2B Zavala
UTAH
5B Beaver
5B Box Elder
5B Cache
5B Carbon
6B Daggett
5B Davis
6B Duchesne
5B Emery
5B Garfield
5B Grand
5B Iron
5B Juab
5B Kane
5B Millard
6B Morgan
5B Piute
6B Rich
5B Salt Lake
5B San Juan
5B Sanpete
5B Sevier
6B Summit
5B Tooele
6B Uintah
5B Utah
6B Wasatch
3B Washington
5B Wayne

(continued)

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TABLE R301.1—continued
CLIMATE ZONES, MOISTURE REGIMES, AND WARM HUMID DESIGNATIONS BY STATE, COUNTY AND TERRITORY[a]

US STATES—continued
UTAH *(continued)*
5B Weber
VERMONT
6A (all)
VIRGINIA
4A (all except as follows:)
5A Alleghany
5A Bath
3A Brunswick
3A Chesapeake
5A Clifton Forge
5A Covington
3A Emporia
3A Franklin
3A Greensville
3A Halifax
3A Hampton
5A Highland
3A Isle of Wight
3A Mecklenburg
3A Newport News
3A Norfolk
3A Pittsylvania
3A Portsmouth
3A South Boston
3A Southampton
3A Suffolk
3A Surry
3A Sussex
3A Virginia Beach
WASHINGTON
5B Adams
5B Asotin
5B Benton
5B Chelan
5C Clallam
4C Clark
5B Columbia
4C Cowlitz
5B Douglas
6B Ferry
5B Franklin
5B Garfield
5B Grant
4C Grays Harbor
5C Island
4C Jefferson
4C King
5C Kitsap
5B Kittitas
5B Klickitat
4C Lewis
5B Lincoln
4C Mason
5B Okanogan
4C Pacific
6B Pend Oreille
4C Pierce
5C San Juan
4C Skagit
5B Skamania
4C Snohomish
5B Spokane
6B Stevens
4C Thurston
4C Wahkiakum
5B Walla Walla
4C Whatcom
5B Whitman
5B Yakima
WEST VIRGINIA
5A Barbour
4A Berkeley
4A Boone
4A Braxton
5A Brooke
4A Cabell
4A Calhoun
4A Clay
4A Doddridge
4A Fayette
4A Gilmer
5A Grant
4A Greenbrier
5A Hampshire
5A Hancock
5A Hardy
5A Harrison
4A Jackson

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TABLE R301.1—continued
CLIMATE ZONES, MOISTURE REGIMES, AND WARM HUMID DESIGNATIONS BY STATE, COUNTY AND TERRITORY[a]

US STATES—continued
WEST VIRGINIA *(continued)*
4A Jefferson
4A Kanawha
4A Lewis
4A Lincoln
4A Logan
5A Marion
5A Marshall
4A Mason
4A McDowell
4A Mercer
5A Mineral
4A Mingo
5A Monongalia
4A Monroe
4A Morgan
4A Nicholas
5A Ohio
5A Pendleton
4A Pleasants
5A Pocahontas
5A Preston
4A Putnam
4A Raleigh
5A Randolph
4A Ritchie
4A Roane
4A Summers
5A Taylor
5A Tucker
4A Tyler
4A Upshur
4A Wayne
4A Webster
5A Wetzel
4A Wirt
4A Wood
4A Wyoming
WISCONSIN
5A Adams
6A Ashland
6A Barron
6A Bayfield
6A Brown
6A Buffalo
6A Burnett
5A Calumet
6A Chippewa
6A Clark
5A Columbia
5A Crawford
5A Dane
5A Dodge
6A Door
6A Douglas
6A Dunn
6A Eau Claire
6A Florence
5A Fond du Lac
6A Forest
5A Grant
5A Green
5A Green Lake
5A Iowa
6A Iron
6A Jackson
5A Jefferson
5A Juneau
5A Kenosha
6A Kewaunee
5A La Crosse
5A Lafayette
6A Langlade
6A Lincoln
6A Manitowoc
6A Marathon
6A Marinette
6A Marquette
6A Menominee
5A Milwaukee
5A Monroe
6A Oconto
6A Oneida
5A Outagamie
5A Ozaukee
6A Pepin
6A Pierce
6A Polk
6A Portage

(continued)

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TABLE R301.1—continued
CLIMATE ZONES, MOISTURE REGIMES, AND WARM HUMID DESIGNATIONS BY STATE, COUNTY AND TERRITORY[a]

US STATES—continued
WISCONSIN *(continued)*
6A Price
5A Racine
5A Richland
5A Rock
6A Rusk
5A Sauk
6A Sawyer
6A Shawano
6A Sheboygan
6A St. Croix
6A Taylor
6A Trempealeau
5A Vernon
6A Vilas
5A Walworth
6A Washburn
5A Washington
5A Waukesha
6A Waupaca
5A Waushara
5A Winnebago
6A Wood
WYOMING
6B Albany
6B Big Horn
6B Campbell
6B Carbon
6B Converse
6B Crook
6B Fremont
5B Goshen
6B Hot Springs
6B Johnson
5B Laramie
7 Lincoln
6B Natrona
6B Niobrara
6B Park
5B Platte
6B Sheridan
7 Sublette
6B Sweetwater
7 Teton
6B Uinta
6B Washakie
6B Weston
US TERRITORIES
AMERICAN SAMOA
1A (all)*
GUAM
1A (all)*
NORTHERN MARIANA ISLANDS
1A (all)*
PUERTO RICO
1A (all except as follows:)*
2B Barraquitas
2B Cayey
VIRGIN ISLANDS
1A (all)*

a. Key: A – Moist, B – Dry, C – Marine. Absence of moisture designation indicates moisture regime is irrelevant. Asterisk (*) indicates a Warm Humid location.

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R301.3 Climate zone definitions. To determine the climate zones for locations not listed in this code, use the following information to determine climate zone numbers and letters in accordance with Items 1 through 5.

1. Determine the thermal climate zone, 0 through 8, from Table R301.3 using the heating (HDD) and cooling degree-days (CDD) for the location.
2. Determine the moisture zone (Marine, Dry or Humid) in accordance with Items 2.1 through 2.3.
    2.1. If monthly average temperature and precipitation data are available, use the Marine, Dry and Humid definitions to determine the moisture zone (C, B or A).
    2.2. If annual average temperature information (including degree-days) and annual precipitation (i.e., annual mean) are available, use Items 2.2.1 through 2.2.3 to determine the moisture zone. If the moisture zone is not Marine, then use the Dry definition to determine whether Dry or Humid.
        2.2.1. If thermal climate zone is 3 and CDD50°F ≤ 4,500 (CDD10°C ≤ 2500), climate zone is Marine (3C).
        2.2.2. If thermal climate zone is 4 and CDD50°F ≤ 2,700 (CDD10°C ≤ 1500), climate zone is Marine (4C).
        2.2.3. If thermal climate zone is 5 and CDD50°F ≤ 1,800 (CDD10°C ≤ 1000), climate zone is Marine (5C).
    2.3. If only degree-day information is available, use Items 2.3.1 through 2.3.3 to determine the moisture zone. If the moisture zone is not Marine, then it is not possible to assign Humid or Dry moisture zone for this location.
        2.3.1. If thermal climate zone is 3 and CDD50°F ≤ 4,500 (CDD10°C ≤ 2500), climate zone is Marine (3C).
        2.3.2. If thermal climate zone is 4 and CDD50°F ≤ 2,700 (CDD10°C ≤ 1500), climate zone is Marine (4C).
        2.3.3. If thermal climate zone is 5 and CDD50°F ≤ 1,800 (CDD10°C ≤ 1000), climate zone is Marine (5C).
3. Marine (C) Zone definition: Locations meeting all the criteria in Items 3.1 through 3.4.
    3.1. Mean temperature of coldest month between 27°F (-3°C) and 65°F (18°C).
    3.2. Warmest month mean < 72°F (22°C).
    3.3. Not fewer than four months with mean temperatures over 50°F (10°C).
    3.4. Dry season in summer. The month with the heaviest precipitation in the cold season has at least three times as much precipitation as the month with the least precipitation in the rest of the year. The cold season is October through March in the Northern Hemisphere and April through September in the Southern Hemisphere.
4. Dry (B) definition: Locations meeting the criteria in Items 4.1 through 4.4.
    4.1. Not Marine (C).
    4.2. If 70 percent or more of the precipitation, P, occurs during the high sun period, defined as April through September in the Northern Hemisphere and October through March in the Southern Hemisphere, then the dry/humid threshold is in accordance with Equation 3-1.

    $$P < 0.44 \times (T - 7)$$
    $$[P < 20.0 \times (T + 14) \text{ in SI units}]$$
    (Equation 3-1)

    where:
    P = Annual precipitation, inches (mm).
    T = Annual mean temperature, °F (°C).

    4.3. If between 30 and 70 percent of the precipitation, P, occurs during the high sun period, defined as April through September in the Northern Hemisphere and October through March in the Southern Hemisphere, then the dry/humid threshold is in accordance with Equation 3-2.

    $$P < 0.44 \times (T - 19.5)$$
    $$[P < 20.0 \times (T + 7) \text{ in SI units}]$$
    (Equation 3-2)

    where:
    P = Annual precipitation, inches (mm).
    T = Annual mean temperature, °F (°C).

    4.4. If 30 percent or less of the precipitation, P, occurs during the high sun period, defined as April through September in the Northern Hemisphere and October through March in the Southern Hemisphere, then the dry/humid threshold is in accordance with Equation 3-3.

    $$P < 0.44 \times (T - 32)$$
    $$[P < 20.0 \times T \text{ in SI units}]$$
    (Equation 3-3)

    where:
    P = Annual precipitation, inches (mm).
    T = Annual mean temperature, °F (°C).
5. Humid (A) definition: Locations that are not Marine (C) or Dry (B).

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TABLE R301.3
THERMAL CLIMATE ZONE DEFINITIONS

ZONE NUMBER	THERMAL CRITERIA	
	IP Units	SI Units
0	10,800 < CDD50°F	6000 < CDD10°C
1	9,000 < CDD50°F < 10,800	5000 < CDD10°C < 6000
2	6,300 < CDD50°F ≤ 9,000	3500 < CDD10°C ≤ 5000
3	CDD50°F ≤ 6,300 AND HDD65°F ≤ 3,600	CDD10°C < 3500 AND HDD18°C ≤ 2000
4	CDD50°F ≤ 6,300 AND 3,600 < HDD65°F ≤ 5,400	CDD10°C < 3500 AND 2000 < HDD18°C ≤ 3000
5	CDD50°F < 6,300 AND 5,400 < HDD65°F ≤ 7,200	CDD10°C < 3500 AND 3000 < HDD18°C ≤ 4000
6	7,200 < HDD65°F ≤ 9,000	4000 < HDD18°C ≤ 5000
7	9,000 < HDD65°F ≤ 12,600	5000 < HDD18°C ≤ 7000
8	12,600 < HDD65°F	7000 < HDD18°C

For SI: °C = [(°F) - 32]/1.8.

R301.4 Tropical climate region. The tropical region shall be defined as:

1. Hawaii, Puerto Rico, Guam, American Samoa, U.S. Virgin Islands, Commonwealth of Northern Mariana Islands; and
2. Islands in the area between the Tropic of Cancer and the Tropic of Capricorn.

SECTION R302
DESIGN CONDITIONS

R302.1 Interior design conditions. The interior design temperatures used for heating and cooling load calculations shall be a maximum of 72°F (22°C) for heating and minimum of 75°F (24°C) for cooling.

SECTION R303
MATERIALS, SYSTEMS AND EQUIPMENT

R303.1 Identification. Materials, systems and equipment shall be identified in a manner that will allow a determination of compliance with the applicable provisions of this code.

R303.1.1 Building thermal envelope insulation. An *R*-value identification mark shall be applied by the manufacturer to each piece of *building thermal envelope* insulation that is 12 inches (305 mm) or greater in width. Alternatively, the insulation installers shall provide a certification that indicates the type, manufacturer and *R*-value of insulation installed in each element of the *building thermal envelope*. For blown-in or sprayed fiberglass and cellulose insulation, the initial installed thickness, settled thickness, settled *R*-value, installed density, coverage area and number of bags installed shall be indicated on the certification. For sprayed polyurethane foam (SPF) insulation, the installed thickness of the areas covered and the *R*-value of the installed thickness shall be indicated on the certification. For insulated siding, the *R*-value shall be on a label on the product's package and shall be indicated on the certification. The insulation installer shall sign, date and post the certification in a conspicuous location on the job site.

Exception: For roof insulation installed above the deck, the *R*-value shall be labeled as required by the material standards specified in Table 1508.2 of the *International Building Code* or Table R906.2 of the *International Residential Code*, as applicable.

R303.1.1.1 Blown-in or sprayed roof and ceiling insulation. The thickness of blown-in or sprayed fiberglass and cellulose roof and ceiling insulation shall be written in inches (mm) on markers that are installed at not less than one for every 300 square feet (28 m^2) throughout the attic space. The markers shall be affixed to the trusses or joists and marked with the minimum initial installed thickness with numbers not less than 1 inch (25 mm) in height. Each marker shall face the attic access opening. The thickness and installed *R*-value of sprayed polyurethane foam insulation shall be indicated on the certification provided by the insulation installer.

R303.1.2 Insulation mark installation. Insulating materials shall be installed such that the manufacturer's *R*-value mark is readily observable at inspection. For insulation materials that are installed without an observable manufacturer's *R*-value mark, such as blown or draped products, an insulation certificate complying with Section R303.1.1 shall be left immediately after installation by the installer, in a conspicuous location within the building, to certify the installed *R*-value of the insulation material.

R303.1.3 Fenestration product rating. *U*-factors of fenestration products such as windows, doors and *skylights* shall be determined in accordance with NFRC 100.

Exception: Where required, garage door *U*-factors shall be determined in accordance with either NFRC 100 or ANSI/DASMA 105.

U-factors shall be determined by an accredited, independent laboratory, and labeled and certified by the manufacturer.

Products lacking such a labeled *U*-factor shall be assigned a default *U*-factor from Table R303.1.3(1) or Table R303.1.3(2). The *solar heat gain coefficient* (SHGC) and *visible transmittance* (VT) of glazed fenestration products such as windows, glazed doors and *skylights* shall be determined in accordance with NFRC 200 by an accredited, independent laboratory, and labeled and certified by the manufacturer. Products lacking such a labeled SHGC or VT shall be assigned a default SHGC or VT from Table R303.1.3(3).

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TABLE R303.1.3(1)
DEFAULT GLAZED WINDOW, GLASS DOOR AND SKYLIGHT *U*-FACTORS

FRAME TYPE	WINDOW AND GLASS DOOR		SKYLIGHT	
	Single pane	Double pane	Single	Double
Metal	1.20	0.80	2.00	1.30
Metal with Thermal Break	1.10	0.65	1.90	1.10
Nonmetal or Metal Clad	0.95	0.55	1.75	1.05
Glazed Block	0.60			

TABLE R303.1.3(2)
DEFAULT OPAQUE DOOR *U*-FACTORS

DOOR TYPE	OPAQUE *U*-FACTOR
Uninsulated Metal	1.20
Insulated Metal	0.60
Wood	0.50
Insulated, nonmetal edge, not exceeding 45% glazing, any glazing double pane	0.35

TABLE R303.1.3(3)
DEFAULT GLAZED FENESTRATION SHGC AND VT

	SINGLE GLAZED		DOUBLE GLAZED		GLAZED BLOCK
	Clear	Tinted	Clear	Tinted	
SHGC	0.8	0.7	0.7	0.6	0.6
VT	0.6	0.3	0.6	0.3	0.6

R303.1.4 Insulation product rating. The thermal resistance, *R*-value, of insulation shall be determined in accordance with Part 460 of US-FTC CFR Title 16 in units of h × ft^2 × °F/Btu at a mean temperature of 75°F (24°C).

R303.1.4.1 Insulated siding. The thermal resistance, *R*-value, of insulated siding shall be determined in accordance with ASTM C1363. Installation for testing shall be in accordance with the manufacturer's instructions.

R303.1.5 Air-impermeable insulation. Insulation having an air permeability not greater than 0.004 cubic feet per minute per square foot [0.002 L/(s × m^2)] under pressure differential of 0.3 inch water gauge (75 Pa) when tested in accordance with ASTM E2178 shall be determined air-impermeable insulation.

R303.2 Installation. Materials, systems and equipment shall be installed in accordance with the manufacturer's instructions and the *International Building Code* or the *International Residential Code*, as applicable.

R303.2.1 Protection of exposed foundation insulation. Insulation applied to the exterior of *basement walls*, crawl space walls and the perimeter of slab-on-grade floors shall have a rigid, opaque and weather-resistant protective covering to prevent the degradation of the insulation's thermal performance. The protective covering shall cover the exposed exterior insulation and extend not less than 6 inches (153 mm) below grade.

R303.3 Maintenance information. Maintenance instructions shall be furnished for equipment and systems that require preventive maintenance. Required regular maintenance actions shall be clearly stated and incorporated on a readily visible label. The label shall include the title or publication number for the operation and maintenance manual for that particular model and type of product.

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CHAPTER 4 [RE]
RESIDENTIAL ENERGY EFFICIENCY

User note:

About this chapter: *Chapter 4 presents the paths and options for compliance with the energy efficiency provisions. Chapter 4 contains energy efficiency provisions for the building envelope, mechanical and water heating systems, lighting and additional efficiency requirements. A performance alternative, energy rating alternative, and tropical regional alternative are also provided to allow for energy code compliance other than by the prescriptive method.*

SECTION R401
GENERAL

R401.1 Scope. This chapter applies to residential buildings.

R401.2 Application. Residential buildings shall comply with Section R401.2.5 and either Sections R401.2.1, R401.2.2, R401.2.3 or R401.2.4.

Exception: Additions, *alterations*, repairs and changes of occupancy to existing buildings complying with Chapter 5.

R401.2.1 Prescriptive Compliance Option. The Prescriptive Compliance Option requires compliance with Sections R401 through R404.

R401.2.2 Total Building Performance Option. The Total Building Performance Option requires compliance with Section R405.

R401.2.3 Energy Rating Index Option. The Energy Rating Index (ERI) Option requires compliance with Section R406.

R401.2.4 Tropical Climate Region Option. The Tropical Climate Region Option requires compliance with Section R407.

R401.2.5 Additional energy efficiency. This section establishes additional requirements applicable to all compliance approaches to achieve additional energy efficiency.

1. For buildings complying with Section R401.2.1, one of the additional efficiency package options shall be installed according to Section R408.2.
2. For buildings complying with Section R401.2.2, the building shall meet one of the following:
   2.1. One of the additional efficiency package options in Section R408.2 shall be installed without including such measures in the proposed design under Section R405; or
   2.2. The proposed design of the building under Section R405.2 shall have an annual energy cost that is less than or equal to 95 percent of the annual energy cost of the standard reference design.
3. For buildings complying with the Energy Rating Index alternative Section R401.2.3, the Energy Rating Index value shall be at least 5 percent less than the Energy Rating Index target specified in Table R406.5.

The option selected for compliance shall be identified in the certificate required by Section R401.3. *

R401.3 Certificate. A permanent certificate shall be completed by the builder or other *approved* party and posted on a wall in the space where the furnace is located, a utility room or an *approved* location inside the *building*. Where located on an electrical panel, the certificate shall not cover or obstruct the visibility of the circuit directory *label*, service disconnect *label* or other required labels. The certificate shall indicate the following:

1. The predominant *R*-values of insulation installed in or on ceilings, roofs, walls, foundation components such as slabs, *basement walls*, *crawl space walls* and floors and ducts outside *conditioned spaces.*
2. *U*-factors of fenestration and the *solar heat gain coefficient* (SHGC) of fenestration. Where there is more than one value for any component of the building envelope, the certificate shall indicate both the value covering the largest area and the area weighted average value if available.
3. The results from any required duct system and building envelope air leakage testing performed on the building.
4. The types, sizes and efficiencies of heating, cooling and service water-heating equipment. Where a gas-fired unvented room heater, electric furnace or baseboard electric heater is installed in the residence, the certificate shall indicate “gas-fired unvented room heater,” “electric furnace” or “baseboard electric heater,” as appropriate. An efficiency shall not be indicated for gas-fired unvented room heaters, electric furnaces and electric baseboard heaters.
5. Where on-site *photovoltaic panel* systems have been installed, the array capacity, inverter efficiency, panel tilt and orientation shall be noted on the certificate.
6. For buildings where an Energy Rating Index score is determined in accordance with Section R406, the Energy Rating Index score, both with and without

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any on-site generation, shall be listed on the certificate.

7. The code edition under which the structure was permitted, and the compliance path used.

SECTION R402
BUILDING THERMAL ENVELOPE

R402.1 General. The *building thermal envelope* shall comply with the requirements of Sections R402.1.1 through R402.1.5.

Exceptions:

1. The following low-energy *buildings*, or portions thereof, separated from the remainder of the building by *building thermal envelope* assemblies complying with this section shall be exempt from the *building thermal envelope* provisions of Section R402.
   1.1. Those with a peak design rate of energy usage less than 3.4 Btu/h × ft^2 (10.7 W/m^2) or 1.0 watt/ft^2 of floor area for space-conditioning purposes.
   1.2. Those that do not contain *conditioned space*.
2. Log homes designed in accordance with ICC 400.

R402.1.1 Vapor retarder. Wall assemblies in the *building thermal envelope* shall comply with the vapor retarder requirements of Section R702.7 of the *International Residential Code* or Section 1404.3 of the *International Building Code*, as applicable.

R402.1.2 Insulation and fenestration criteria. The *building thermal envelope* shall meet the requirements of Table R402.1.2, based on the *climate zone* specified in Chapter 3. Assemblies shall have a *U*-factor equal to or less than that specified in Table R402.1.2. Fenestration shall have a *U*-factor and glazed fenestration SHGC equal to or less than that specified in Table R402.1.2.

R402.1.3 *R*-value alternative. Assemblies with *R*-value of insulation materials equal to or greater than that specified in Table R402.1.3 shall be an alternative to the *U*-factor in Table R402.1.2

R402.1.4 *R*-value computation. Cavity insulation alone shall be used to determine compliance with the cavity insulation *R*-value requirements in Table R402.1.3. Where cavity insulation is installed in multiple layers, the *R*-values of the cavity insulation layers shall be summed to determine compliance with the cavity insulation *R*-value requirements. The manufacturer's settled *R*-value shall be used for blown-in insulation. Continuous insulation (ci) alone shall be used to determine compliance with the continuous insulation *R*-value requirements in Table R402.1.3. Where continuous insulation is installed in multiple layers, the *R*-values of the continuous insulation layers shall be summed to determine compliance with the continuous insulation *R*-value requirements. Cavity insulation *R*-values shall not be used to determine compliance with the continuous insulation *R*-value requirements in Table R402.1.3. Computed *R*-values shall not include an

TABLE R402.1.2
MAXIMUM ASSEMBLY *U*-FACTORS[a] AND FENESTRATION REQUIREMENTS

CLIMATE ZONE	FENESTRATION *U*-FACTOR[f]	SKYLIGHT *U*-FACTOR	GLAZED FENESTRATION SHGC[d, e]	CEILING *U*-FACTOR	WOOD FRAME WALL *U*-FACTOR	MASS WALL *U*-FACTOR[b]	FLOOR *U*-FACTOR	BASEMENT WALL *U*-FACTOR	CRAWL SPACE WALL *U*-FACTOR
0	0.50	0.75	0.25	0.035	0.084	0.197	0.064	0.360	0.477
1	0.50	0.75	0.25	0.035	0.084	0.197	0.064	0.360	0.477
2	0.40	0.65	0.25	0.026	0.084	0.165	0.064	0.360	0.477
3	0.30	0.55	0.25	0.026	0.060	0.098	0.047	0.091[c]	0.136
4 except Marine	0.30	0.55	0.40	0.024	0.045	0.098	0.047	0.059	0.065
5 and Marine 4	0.30	0.55	0.40	0.024	0.045	0.082	0.033	0.050	0.055
6	0.30	0.55	NR	0.024	0.045	0.060	0.033	0.050	0.055
7 and 8	0.30	0.55	NR	0.024	0.045	0.057	0.028	0.050	0.055

For SI: 1 foot = 304.8 mm.

a. Nonfenestration *U*-factors shall be obtained from measurement, calculation or an approved source.

b. Mass walls shall be in accordance with Section R402.2.5. Where more than half the insulation is on the interior, the mass wall *U*-factors shall not exceed 0.17 in Climate Zones 0 and 1, 0.14 in Climate Zone 2, 0.12 in Climate Zone 3, 0.087 in Climate Zone 4 except Marine, 0.065 in Climate Zone 5 and Marine 4, and 0.057 in Climate Zones 6 through 8.

c. In Warm Humid locations as defined by Figure R301.1 and Table R301.1, the basement wall *U*-factor shall not exceed 0.360.

d. The SHGC column applies to all glazed fenestration.
Exception: In Climate Zones 0 through 3, skylights shall be permitted to be excluded from glazed fenestration SHGC requirements provided that the SHGC for such skylights does not exceed 0.30.

e. There are no SHGC requirements in the Marine Zone.

f. A maximum *U*-factor of 0.32 shall apply in Marine Climate Zone 4 and Climate Zones 5 through 8 to vertical fenestration products installed in buildings located either:
1. Above 4,000 feet in elevation above sea level, or
2. In windborne debris regions where protection of openings is required by Section R301.2.1.2 of the *International Residential Code*.

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TABLE R402.1.3
INSULATION MINIMUM *R*-VALUES AND FENESTRATION REQUIREMENTS BY COMPONENT[a]

CLIMATE ZONE	FENESTRATION *U*-FACTOR[b, i]	SKYLIGHT[b] *U*-FACTOR	GLAZED FENESTRATION SHGC[b, e]	CEILING *R*-VALUE	WOOD FRAME WALL *R*-VALUE[g]	MASS WALL *R*-VALUE[h]	FLOOR *R*-VALUE	BASEMENT[c,g] WALL *R*-VALUE	SLAB[d] *R*-VALUE & DEPTH	CRAWL SPACE[c,g] WALL *R*-VALUE
0	NR	0.75	0.25	30	13 or 0&10ci	3/4	13	0	0	0
1	NR	0.75	0.25	30	13 or 0&10ci	3/4	13	0	0	0
2	0.40	0.65	0.25	49	13 or 0&10ci	4/6	13	0	0	0
3	.30	0.55	0.25	49	20 or 13&5ci[h] or 0&15ci[h]	8/13	19	5ci or 13[f]	10ci, 2 ft	5ci or 13[f]
4 except Marine	.30	0.55	0.40	60	30 or 20&5ci[h] or 13&10ci[h] or 0&20ci[h]	8/13	19	10ci or 13	10ci, 4 ft	10ci or 13
5 and Marine 4	0.30[i]	0.55	0.40	60	30 or 20&5ci[h] or 13&10ci[h] or 0&20ci[h]	13/17	30	15ci or 19 or 13&5ci	10ci, 4 ft	15ci or 19 or 13&5ci
6	0.30[i]	0.55	NR	60	30 or 20&5ci[h] or 13&10ci[h] or 0&20ci[h]	15/20	30	15ci or 19 or 13&5ci	10ci, 4 ft	15ci or 19 or 13&5ci
7 and 8	0.30[i]	0.55	NR	60	30 or 20&5ci[h] or 13&10ci[h] or 0&20ci[h]	19/21	38	15ci or 19 or 13&5ci	10ci, 4 ft	15ci or 19 or 13&5ci

For SI: 1 foot = 304.8 mm.
NR = Not Required.

ci = continuous insulation.

a. *R*-values are minimums. *U*-factors and SHGC are maximums. Where insulation is installed in a cavity that is less than the label or design thickness of the insulation, the installed *R*-value of the insulation shall be not less than the *R*-value specified in the table.

b. The fenestration *U*-factor column excludes skylights. The SHGC column applies to all glazed fenestration.
Exception: In Climate Zones 0 through 3, skylights shall be permitted to be excluded from glazed fenestration SHGC requirements provided that the SHGC for such skylights does not exceed 0.30.

c. "5ci or 13" means R-5 continuous insulation (ci) on the interior or exterior surface of the wall or R-13 cavity insulation on the interior side of the wall. "10ci or 13" means R-10 continuous insulation (ci) on the interior or exterior surface of the wall or R-13 cavity insulation on the interior side of the wall. "15ci or 19 or 13&5ci" means R-15 continuous insulation (ci) on the interior or exterior surface of the wall; or R-19 cavity insulation on the interior side of the wall; or R-13 cavity insulation on the interior of the wall in addition to R-5 continuous insulation on the interior or exterior surface of the wall.

d. R-5 insulation shall be provided under the full slab area of a heated slab in addition to the required slab edge insulation *R*-value for slabs. as indicated in the table. The slab-edge insulation for heated slabs shall not be required to extend below the slab.

e. There are no SHGC requirements in the Marine Zone.

f. Basement wall insulation is not required in Warm Humid locations as defined by Figure R301.1 and Table R301.1.

g. The first value is cavity insulation; the second value is continuous insulation. Therefore, as an example, "13&5" means R-13 cavity insulation plus R-5 continuous insulation.

h. Mass walls shall be in accordance with Section R402.2.5. The second *R*-value applies where more than half of the insulation is on the interior of the mass wall.

i. A maximum *U*-factor of 0.32 shall apply in Climate Zones 3 through 8 to vertical fenestration products installed in buildings located either:
1. Above 4,000 feet in elevation, or
2. In windborne debris regions where protection of openings is required by Section R301.2.1.2 of the *International Residential Code*.

R-value for other building materials or air films. Where insulated siding is used for the purpose of complying with the continuous insulation requirements of Table R402.1.3, the manufacturer's labeled *R*-value for the insulated siding shall be reduced by R-0.6.

R402.1.5 Total UA alternative. Where the total *building thermal envelope* UA, the sum of *U*-factor times assembly area, is less than or equal to the total UA resulting from multiplying the *U*-factors in Table R402.1.2 by the same assembly area as in the proposed *building*, the *building* shall be considered to be in compliance with Table R402.1.2. The UA calculation shall be performed using a method consistent with the ASHRAE *Handbook of Fundamentals* and shall include the thermal bridging effects of framing materials. In addition to UA compliance, the

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SHGC requirements of Table R402.1.2 and the maximum fenestration *U*-factors of Section R402.5 shall be met.

R402.2 Specific insulation requirements. In addition to the requirements of Section R402.1, insulation shall meet the specific requirements of Sections R402.2.1 through R402.2.12.

R402.2.1 Ceilings with attics. Where Section R402.1.3 requires R-49 insulation in the ceiling or attic, installing R-38 over 100 percent of the ceiling or attic area requiring insulation shall satisfy the requirement for R-49 insulation wherever the full height of uncompressed R-38 insulation extends over the wall top plate at the eaves. Where Section R402.1.3 requires R-60 insulation in the ceiling or attic, installing R-49 over 100 percent of the ceiling or attic area requiring insulation shall satisfy the requirement for R-60 insulation wherever the full height of uncompressed R-49 insulation extends over the wall top plate at the eaves. This reduction shall not apply to the insulation and fenestration criteria in Section R402.1.2 and the Total UA alternative in Section R402.1.5.

R402.2.2 Ceilings without attics. Where Section R402.1.3 requires insulation *R*-values greater than R-30 in the interstitial space above a ceiling and below the structural roof deck, and the design of the roof/ceiling assembly does not allow sufficient space for the required insulation, the minimum required insulation *R*-value for such roof/ceiling assemblies shall be R-30. Insulation shall extend over the top of the wall plate to the outer edge of such plate and shall not be compressed. This reduction of insulation from the requirements of Section R402.1.3 shall be limited to 500 square feet (46 m^2) or 20 percent of the total insulated ceiling area, whichever is less. This reduction shall not apply to the Total UA alternative in Section R402.1.5.

R402.2.3 Eave baffle. For air-permeable insulation in vented attics, a baffle shall be installed adjacent to soffit and eave vents. Baffles shall maintain a net free area opening equal to or greater than the size of the vent. The baffle shall extend over the top of the attic insulation. The baffle shall be permitted to be any solid material. The baffle shall be installed to the outer edge of the *exterior wall* top plate so as to provide maximum space for attic insulation coverage over the top plate. Where soffit venting is not continuous, baffles shall be installed continuously to prevent ventilation air in the eave soffit from bypassing the baffle.

R402.2.4 Access hatches and doors. Access hatches and doors from conditioned to unconditioned spaces such as attics and crawl spaces shall be insulated to the same *R*-value required by Table R402.1.3 for the wall or ceiling in which they are installed.

Exceptions:

1. Vertical doors providing access from conditioned spaces to unconditioned spaces that comply with the fenestration requirements of Table R402.1.3 based on the applicable climate zone specified in Chapter 3.
2. Horizontal pull-down, stair-type access hatches in ceiling assemblies that provide access from conditioned to unconditioned spaces in Climate Zones 0 through 4 shall not be required to comply with the insulation level of the surrounding surfaces provided the hatch meets all of the following:
   2.1. The average *U*-factor of the hatch shall be less than or equal to U-0.10 or have an average insulation *R*-value of R-10 or greater.
   2.2. Not less than 75 percent of the panel area shall have an insulation *R*-value of R-13 or greater.
   2.3. The net area of the framed opening shall be less than or equal to 13.5 square feet (1.25 m^2).
   2.4. The perimeter of the hatch edge shall be weatherstripped.

The reduction shall not apply to the total UA alternative in Section R402.1.5.

R402.2.4.1 Access hatches and door insulation installation and retention. Vertical or horizontal access hatches and doors from *conditioned spaces* to *unconditioned spaces* such as attics and crawl spaces shall be weatherstripped. Access that prevents damaging or compressing the insulation shall be provided to all equipment. Where loose-fill insulation is installed, a wood-framed or equivalent baffle, retainer, or dam shall be installed to prevent loose-fill insulation from spilling into living space from higher to lower sections of the attic and from attics covering conditioned spaces to unconditioned spaces. The baffle or retainer shall provide a permanent means of maintaining the installed *R*-value of the loose-fill insulation.

R402.2.5 Mass walls. Mass walls where used as a component of the *building thermal envelope* shall be one of the following:

1. Above-ground walls of concrete block, concrete, insulated concrete form, masonry cavity, brick but not brick veneer, adobe, compressed earth block, rammed earth, solid timber, mass timber or solid logs.
2. Any wall having a heat capacity greater than or equal to 6 Btu/ft^2 × °F (123 kJ/m^2 × K).

R402.2.6 Steel-frame ceilings, walls and floors. Steel-frame ceilings, walls, and floors shall comply with the insulation requirements of Table R402.2.6 or the *U*-factor requirements of Table R402.1.2. The calculation of the *U*-factor for a steel-frame envelope assembly shall use a series-parallel path calculation method.

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TABLE R402.2.6
STEEL-FRAME CEILING, WALL AND FLOOR INSULATION *R*-VALUES

WOOD FRAME *R*-VALUE REQUIREMENT	COLD-FORMED STEEL-FRAME EQUIVALENT *R*-VALUE[a]
Steel Truss Ceilings[b]	
R-30	R-38 or R-30 + 3 or R-26 + 5
R-38	R-49 or R-38 + 3
R-49	R-38 + 5
Steel Joist Ceilings[b]	
R-30	R-38 in 2 × 4 or 2 × 6 or 2 × 8 R-49 in any framing
R-38	R-49 in 2 × 4 or 2 × 6 or 2 × 8 or 2 × 10
Steel-frame Wall, 16 inches on center	
R-13	R-13 + 4.2 or R-21 + 2.8 or R-0 + 9.3 or R-15 + 3.8 or R-21 + 3.1
R-13 + 5	R-0 + 15 or R-13 + 9 or R-15 + 8.5 or R-19 + 8 or R-21 + 7
R-13 + 10	R-0 + 20 or R-13 + 15 or R-15 + 14 or R-19 + 13 or R-21 + 13
R-20	R-0 + 14.0 or R-13 + 8.9 or R-15 + 8.5 or R-19 + 7.8 or R-21 + 7.5
R-20 + 5	R-13 + 12.7 or R-15 + 12.3 or R-19 + 11.6 or R-21 + 11.3 or R-25 + 10.9
R-21	R-0 + 14.6 or R-13 + 9.5 or R-15 + 9.1 or R-19 + 8.4 or R-21 + 8.1 or R-25 + 7.7
Steel-frame Wall, 24 inches on center	
R-13	R-0 + 9.3 or R-13 + 3.0 or R-15 + 2.4
R-13 + 5	R-0 + 15 or R-13 + 7.5 or R-15 + 7 or R-19 + 6 or R-21 + 6
R-13 + 10	R-0 + 20 or R-13 + 13 or R-15 + 12 or R-19 + 11 or R-21 + 11
R-20	R-0 + 14.0 or R-13 + 7.7 or R-15 + 7.1 or R-19 + 6.3 or R-21 + 5.9
R-20 + 5	R-13 + 11.5 or R-15 + 10.9 or R-19 + 10.1 or R-21 + 9.7 or R-25 + 9.1
R-21	R-0 + 14.6 or R-13 + 8.3 or R-15 + 7.7 or R-19 + 6.9 or R-21 + 6.5 or R-25 + 5.9
Steel Joist Floor	
R-13	R-19 in 2 × 6, or R-19 + 6 in 2 × 8 or 2 × 10
R-19	R-19 + 6 in 2 × 6, or R-19 + 12 in 2 × 8 or 2 × 10

a. The first value is cavity insulation *R*-value; the second value is continuous insulation *R*-value. Therefore, for example, "R-30 + 3" means R-30 cavity insulation plus R-3 continuous insulation.

b. Insulation exceeding the height of the framing shall cover the framing.

R402.2.7 Floors. Floor *cavity insulation* shall comply with one of the following:

1. Installation shall be installed to maintain permanent contact with the underside of the subfloor decking in accordance with manufacturer instructions to maintain required *R*-value or readily fill the available cavity space.
2. Floor framing cavity insulation shall be permitted to be in contact with the top side of sheathing separating the cavity and the unconditioned space below. Insulation shall extend from the bottom to the top of all perimeter floor framing members and the framing members shall be air sealed.
3. A combination of cavity and continuous insulation shall be installed so that the cavity insulation is in contact with the top side of the continuous insulation that is installed on the underside of the floor framing separating the cavity and the unconditioned space below. The combined *R*-value of the cavity and continuous insulation shall equal the required *R*-value for floors. Insulation shall extend from the bottom to the top of all perimeter floor framing members and the framing members shall be air sealed.

R402.2.8 Basement walls. Basement walls shall be insulated in accordance with Table R402.1.3.

Exception: Basement walls associated with unconditioned basements where all of the following requirements are met:

1. The floor overhead, including the underside stairway stringer leading to the basement, is insulated in accordance with Section R402.1.3 and applicable provisions of Sections R402.2 and R402.2.7.
2. There are no uninsulated duct, domestic hot water, or hydronic heating surfaces exposed to the basement.
3. There are no HVAC supply or return diffusers serving the basement.
4. The walls surrounding the stairway and adjacent to conditioned space are insulated in accordance with Section R402.1.3 and applicable provisions of Section R402.2.
5. The door(s) leading to the basement from conditioned spaces are insulated in accordance with Section R402.1.3 and applicable provisions of Section R402.2, and weatherstripped in accordance with Section R402.4.
6. The building thermal envelope separating the basement from adjacent conditioned spaces complies with Section R402.4.

R402.2.8.1 Basement wall insulation installation. Where *basement walls* are insulated, the insulation shall be installed from the top of the *basement wall* down to 10 feet (3048 mm) below grade or to the basement floor, whichever is less.

R402.2.9 Slab-on-grade floors. Slab-on-grade floors with a floor surface less than 12 inches (305 mm) below grade shall be insulated in accordance with Table R402.1.3.

Exception: Slab-edge insulation is not required in jurisdictions designated by the code official as having a very heavy termite infestation.

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R402.2.9.1 Slab-on-grade floor insulation installation. Where installed, the insulation shall extend downward from the top of the slab on the outside or inside of the foundation wall. Insulation located below grade shall be extended the distance provided in Table R402.1.3 or the distance of the proposed design, as applicable, by any combination of vertical insulation, insulation extending under the slab or insulation extending out from the building. Insulation extending away from the building shall be protected by pavement or by not less than 10 inches (254 mm) of soil. The top edge of the insulation installed between the *exterior wall* and the edge of the interior slab shall be permitted to be cut at a 45-degree (0.79 rad) angle away from the *exterior wall*.

R402.2.10 Crawl space walls. Crawl space walls shall be insulated in accordance with Table R402.1.3.

Exception: Crawl space walls associated with a crawl space that is vented to the outdoors and the floor overhead is insulated in accordance with Table R402.1.3 and Section R402.2.7.

R402.2.10.1 Crawl space wall insulation installations. Where crawl space wall insulation is installed, it shall be permanently fastened to the wall and shall extend downward from the floor to the finished grade elevation and then vertically or horizontally for not less than an additional 24 inches (610 mm). Exposed earth in unvented crawl space foundations shall be covered with a continuous Class I vapor retarder in accordance with the *International Building Code* or *International Residential Code*, as applicable. Joints of the vapor retarder shall overlap by 6 inches (153 mm) and be sealed or taped. The edges of the vapor retarder shall extend not less than 6 inches (153 mm) up stem walls and shall be attached to the stem walls.

R402.2.11 Masonry veneer. Insulation shall not be required on the horizontal portion of a foundation that supports a masonry veneer.

R402.2.12 Sunroom and heated garage insulation. *Sunrooms* enclosing *conditioned space* and heated garages shall meet the insulation requirements of this code.

Exception: For *sunrooms* and heated garages provided *thermal isolation*, and enclosed *conditioned space*, the following exceptions to the insulation requirements of this code shall apply:

1. The minimum ceiling insulation *R*-values shall be R-19 in *Climate Zones* 0 through 4 and R-24 in *Climate Zones* 5 through 8.
2. The minimum wall insulation *R*-value shall be R-13 in all *climate zones*. Walls separating a *sunroom* or heated garage with *thermal isolation* from *conditioned space* shall comply with the *building thermal envelope* requirements of this code.

R402.3 Fenestration. In addition to the requirements of Section R402, fenestration shall comply with Sections R402.3.1 through R402.3.5.

R402.3.1 *U*-factor. An area-weighted average of fenestration products shall be permitted to satisfy the *U*-factor requirements.

R402.3.2 Glazed fenestration SHGC. An area-weighted average of fenestration products more than 50-percent glazed shall be permitted to satisfy the SHGC requirements.

Dynamic glazing shall be permitted to satisfy the SHGC requirements of Table R402.1.2 provided that the ratio of the higher to lower labeled SHGC is greater than or equal to 2.4, and the *dynamic glazing* is automatically controlled to modulate the amount of solar gain into the space in multiple steps. *Dynamic glazing* shall be considered separately from other fenestration, and area-weighted averaging with other fenestration that is not dynamic glazing shall be prohibited.

Exception: Dynamic glazing shall not be required to comply with this section where both the lower and higher labeled SHGC comply with the requirements of Table R402.1.2.

R402.3.3 Glazed fenestration exemption. Not greater than 15 square feet (1.4 m^2) of glazed fenestration per *dwelling unit* shall be exempt from the *U*-factor and SHGC requirements in Section R402.1.2. This exemption shall not apply to the Total UA alternative in Section R402.1.5.

R402.3.4 Opaque door exemption. One side-hinged opaque door assembly not greater than 24 square feet (2.22 m^2) in area shall be exempt from the *U*-factor requirement in Section R402.1.2. This exemption shall not apply to the Total UA alternative in Section R402.1.5.

R402.3.5 Sunroom and heated garage fenestration. *Sunrooms* and heated garages enclosing *conditioned space* shall comply with the fenestration requirements of this code.

Exception: In Climate Zones 2 through 8, for *sunrooms* and heated garages with *thermal isolation* and enclosing *conditioned space*, the fenestration *U*-factor shall not exceed 0.45 and the skylight *U*-factor shall not exceed 0.70.

New fenestration separating a *sunroom* or heated garage with *thermal isolation* from *conditioned space* shall comply with the *building thermal envelope* requirements of this code.

R402.4 Air leakage. The *building thermal envelope* shall be constructed to limit air leakage in accordance with the requirements of Sections R402.4.1 through R402.4.5.

R402.4.1 Building thermal envelope. The *building thermal envelope* shall comply with Sections R402.4.1.1 through R402.4.1.3. The sealing methods between

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dissimilar materials shall allow for differential expansion and contraction.

R402.4.1.1 Installation. The components of the *building thermal envelope* as indicated in Table R402.4.1.1 shall be installed in accordance with the manufacturer's instructions and the criteria indicated in Table R402.4.1.1, as applicable to the method of construction. Where required by the *code official,* an *approved* third party shall inspect all components and verify compliance.

TABLE R402.4.1.1
AIR BARRIER, AIR SEALING AND INSULATION INSTALLATION[a]

COMPONENT	AIR BARRIER CRITERIA	INSULATION INSTALLATION CRITERIA
General requirements	A continuous air barrier shall be installed in the building envelope. Breaks or joints in the air barrier shall be sealed.	Air-permeable insulation shall not be used as a sealing material.
Ceiling/attic	The air barrier in any dropped ceiling or soffit shall be aligned with the insulation and any gaps in the air barrier shall be sealed. Access openings, drop down stairs or knee wall doors to unconditioned attic spaces shall be sealed.	The insulation in any dropped ceiling/soffit shall be aligned with the air barrier.
Walls	The junction of the foundation and sill plate shall be sealed. The junction of the top plate and the top of exterior walls shall be sealed. Knee walls shall be sealed.	Cavities within corners and headers of frame walls shall be insulated by completely filling the cavity with a material having a thermal resistance, *R*-value, of not less than R-3 per inch. Exterior thermal envelope insulation for framed walls shall be installed in substantial contact and continuous alignment with the air barrier.
Windows, skylights and doors	The space between framing and skylights, and the jambs of windows and doors, shall be sealed.	—
Rim joists	Rim joists shall include an exterior air barrier.[b] The junctions of the rim board to the sill plate and the rim board and the subfloor shall be air sealed.	Rim joists shall be insulated so that the insulation maintains permanent contact with the exterior rim board.[b]
Floors, including cantilevered floors and floors above garages	The air barrier shall be installed at any exposed edge of insulation.	Floor framing cavity insulation shall be installed to maintain permanent contact with the underside of subfloor decking. Alternatively, floor framing cavity insulation shall be in contact with the top side of sheathing, or continuous insulation installed on the underside of floor framing and extending from the bottom to the top of all perimeter floor framing members.
Basement crawl space and slab foundations	Exposed earth in unvented crawl spaces shall be covered with a Class I vapor retarder/air barrier in accordance with Section R402.2.10. Penetrations through concrete foundation walls and slabs shall be air sealed. Class 1 vapor retarders shall not be used as an air barrier on below-grade walls and shall be installed in accordance with Section R702.7 of the *International Residential Code*.	Crawl space insulation, where provided instead of floor insulation, shall be installed in accordance with Section R402.2.10. Conditioned basement foundation wall insulation shall be installed in accordance with Section R402.2.8.1. Slab-on-grade floor insulation shall be installed in accordance with Section R402.2.10.
Shafts, penetrations	Duct and flue shafts to exterior or unconditioned space shall be sealed. Utility penetrations of the air barrier shall be caulked, gasketed or otherwise sealed and shall allow for expansion, contraction of materials and mechanical vibration.	Insulation shall be fitted tightly around utilities passing through shafts and penetrations in the building thermal envelope to maintain required *R*-value.
Narrow cavities	Narrow cavities of 1 inch or less that are not able to be insulated shall be air sealed.	Batts to be installed in narrow cavities shall be cut to fit or narrow cavities shall be filled with insulation that on installation readily conforms to the available cavity space.
Garage separation	Air sealing shall be provided between the garage and conditioned spaces.	Insulated portions of the garage separation assembly shall be installed in accordance with Sections R303 and R402.2.7.

(continued)

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TABLE R402.4.1.1—continued
AIR BARRIER, AIR SEALING AND INSULATION INSTALLATION[a]

COMPONENT	AIR BARRIER CRITERIA	INSULATION INSTALLATION CRITERIA
Recessed lighting	Recessed light fixtures installed in the building thermal envelope shall be air sealed in accordance with Section R402.4.5.	Recessed light fixtures installed in the building thermal envelope shall be airtight and IC rated, and shall be buried or surrounded with insulation.
Plumbing, wiring or other obstructions	All holes created by wiring, plumbing or other obstructions in the air barrier assembly shall be air sealed.	Insulation shall be installed to fill the available space and surround wiring, plumbing, or other obstructions, unless the required *R*-value can be met by installing insulation and air barrier systems completely to the exterior side of the obstructions.
Shower/tub on exterior wall	The air barrier installed at exterior walls adjacent to showers and tubs shall separate the wall from the shower or tub.	Exterior walls adjacent to showers and tubs shall be insulated.
Electrical/phone box on exterior walls	The air barrier shall be installed behind electrical and communication boxes. Alternatively, air-sealed boxes shall be installed.	—
HVAC register boots	HVAC supply and return register boots that penetrate building thermal envelope shall be sealed to the subfloor, wall covering or ceiling penetrated by the boot.	—
Concealed sprinklers	Where required to be sealed, concealed fire sprinklers shall only be sealed in a manner that is recommended by the manufacturer. Caulking or other adhesive sealants shall not be used to fill voids between fire sprinkler cover plates and walls or ceilings.	—

a. Inspection of log walls shall be in accordance with the provisions of ICC 400.
b. Air barrier and insulation full enclosure is not required in unconditioned/ventilated attic spaces and at rim joists.

R402.4.1.2 Testing. The *building* or *dwelling unit* shall be tested for air leakage. The maximum air leakage rate for any *building* or *dwelling unit* under any compliance path shall not exceed 5.0 air changes per hour or 0.28 cubic feet per minute (CFM) per square foot [0.0079 $m^3/(s \times m^2)$] of dwelling unit enclosure area. Testing shall be conducted in accordance with ANSI/RESNET/ICC 380, ASTM E779 or ASTM E1827 and reported at a pressure of 0.2 inch w.g. (50 Pascals). Where required by the *code official*, testing shall be conducted by an *approved* third party. A written report of the results of the test shall be signed by the party conducting the test and provided to the *code official*. Testing shall be performed at any time after creation of all penetrations of the *building thermal envelope* have been sealed.

Exception: For heated, attached private garages and heated, detached private garages accessory to one- and two-family dwellings and townhouses not more than three stories above *grade plane* in height, building envelope tightness and insulation installation shall be considered acceptable where the items in Table R402.4.1.1, applicable to the method of construction, are field verified. Where required by the code official, an *approved* third party independent from the installer shall inspect both air barrier and insulation installation criteria. Heated, attached private garage space and heated, detached private garage space shall be thermally isolated from all other habitable, *conditioned spaces* in accordance with Sections R402.2.12 and R402.3.5, as applicable.

During testing:

1. Exterior windows and doors, fireplace and stove doors shall be closed, but not sealed, beyond the intended weatherstripping or other infiltration control measures.
2. Dampers including exhaust, intake, makeup air, backdraft and flue dampers shall be closed, but not sealed beyond intended infiltration control measures.
3. Interior doors, where installed at the time of the test, shall be open.
4. Exterior or interior terminations for continuous ventilation systems shall be sealed.
5. Heating and cooling systems, where installed at the time of the test, shall be turned off.
6. Supply and return registers, where installed at the time of the test, shall be fully open.

Exception: When testing individual *dwelling units*, an air leakage rate not exceeding 0.30 cubic feet per minute per square foot [0.008 $m^3/(s \times m^2)$] of the dwelling unit enclosure area, tested in accordance with ANSI/RESNET/ICC 380, ASTM E779 or ASTM E1827 and reported at a pressure of

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0.2 inch w.g. (50 Pa), shall be permitted in all climate zones for:

1. Attached single and multiple-family building *dwelling units*.
2. Buildings or *dwelling units* that are 1,500 square feet (139.4 m^2) or smaller.

Mechanical ventilation shall be provided in accordance with Section M1505 of the *International Residential Code* or Section 403.3.2 of the *International Mechanical Code*, as applicable, or with other *approved* means of ventilation.

R402.4.1.3 Leakage rate. When complying with Section R401.2.1, the building or dwelling unit shall have an air leakage rate not exceeding 5.0 air changes per hour in Climate Zones 0, 1 and 2, and 3.0 air changes per hour in Climate Zones 3 through 8, when tested in accordance with Section R402.4.1.2.

R402.4.2 Fireplaces. New wood-burning fireplaces shall have tight-fitting flue dampers or doors, and outdoor combustion air. Where using tight-fitting doors on factory-built fireplaces *listed* and *labeled* in accordance with UL 127, the doors shall be tested and *listed* for the fireplace.

R402.4.3 Fenestration air leakage. Windows, *skylights* and sliding glass doors shall have an air infiltration rate of not greater than 0.3 cfm per square foot (1.5 L/s/m^2), and for swinging doors, not greater than 0.5 cfm per square foot (2.6 L/s/m^2), when tested in accordance with NFRC 400 or AAMA/WDMA/CSA 101/I.S.2/A440 by an accredited, independent laboratory and *listed* and *labeled* by the manufacturer.

Exception: Site-built windows, *skylights* and doors.

R402.4.4 Rooms containing fuel-burning appliances. In Climate Zones 3 through 8, where open combustion air ducts provide combustion air to open combustion fuel-burning appliances, the appliances and combustion air opening shall be located outside the *building thermal envelope* or enclosed in a room that is isolated from inside the thermal envelope. Such rooms shall be sealed and insulated in accordance with the envelope requirements of Table R402.1.3, where the walls, floors and ceilings shall meet a minimum of the *basement wall R*-value requirement. The door into the room shall be fully gasketed and any water lines and ducts in the room insulated in accordance with Section R403. The combustion air duct shall be insulated where it passes through *conditioned space* to an *R*-value of not less than R-8.

Exceptions:

1. Direct vent appliances with both intake and exhaust pipes installed continuous to the outside.
2. Fireplaces and stoves complying with Section R402.4.2 and Section R1006 of the *International Residential Code*.

R402.4.5 Recessed lighting. Recessed luminaires installed in the *building thermal envelope* shall be sealed to limit air leakage between conditioned and *unconditioned spaces*. Recessed luminaires shall be IC-rated and *labeled* as having an air leakage rate of not greater than 2.0 cfm (0.944 L/s) when tested in accordance with ASTM E283 at a pressure differential of 1.57 psf (75 Pa). Recessed luminaires shall be sealed with a gasket or caulked between the housing and the interior wall or ceiling covering.

R402.4.6 Electrical and communication outlet boxes (air-sealed boxes). Electrical and communication outlet boxes installed in the building thermal envelope shall be sealed to limit air leakage between conditioned and unconditioned spaces. Electrical and communication outlet boxes shall be tested in accordance with NEMA OS 4, *Requirements for Air-Sealed Boxes for Electrical and Communication Applications*, and shall have an air leakage rate of not greater than 2.0 cubic feet per minute (0.944 L/s) at a pressure differential of 1.57 psf (75 Pa). Electrical and communication outlet boxes shall be marked "NEMA OS 4" or "OS 4" in accordance with NEMA OS 4. Electrical and communication outlet boxes shall be installed per the manufacturer's instructions and with any supplied components required to achieve compliance with NEMA OS 4.

R402.5 Maximum fenestration U-factor and SHGC. The area-weighted average maximum fenestration *U*-factor permitted using tradeoffs from Section R402.1.5 or R405 shall be 0.48 in Climate Zones 4 and 5 and 0.40 in Climate Zones 6 through 8 for vertical fenestration, and 0.75 in Climate Zones 4 through 8 for skylights. The area-weighted average maximum fenestration SHGC permitted using tradeoffs from Section R405 in *Climate Zones* 0 through 3 shall be 0.40.

Exception: The maximum *U*-factor and solar heat gain coefficient (SHGC) for fenestration shall not be required in storm shelters complying with ICC 500.

SECTION R403
SYSTEMS

R403.1 Controls. Not less than one thermostat shall be provided for each separate heating and cooling system.

R403.1.1 Programmable thermostat. The thermostat controlling the primary heating or cooling system of the *dwelling unit* shall be capable of controlling the heating and cooling system on a daily schedule to maintain different temperature set points at different times of day and different days of the week. This thermostat shall include the capability to set back or temporarily operate the system to maintain *zone* temperatures of not less than 55°F (13°C) to not greater than 85°F (29°C). The thermostat shall be programmed initially by the manufacturer with a heating temperature setpoint of not greater than 70°F (21°C) and a cooling temperature setpoint of not less than 78°F (26°C).

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R403.1.2 Heat pump supplementary heat. Heat pumps having supplementary electric-resistance heat shall have controls that, except during defrost, prevent supplemental heat operation when the heat pump compressor can meet the heating load.

R403.2 Hot water boiler temperature reset. The manufacturer shall equip each gas, oil and electric boiler (other than a boiler equipped with a tankless domestic water heating coil) with automatic means of adjusting the water temperature supplied by the boiler to ensure incremental change of the inferred heat load will cause an incremental change in the temperature of the water supplied by the boiler. This can be accomplished with outdoor reset, indoor reset or water temperature sensing.

R403.3 Ducts. Ducts and air handlers shall be installed in accordance with Sections R403.3.1 through R403.3.7.

R403.3.1 Ducts located outside conditioned space. Supply and return ducts located outside *conditioned space* shall be insulated to an *R*-value of not less than R-8 for ducts 3 inches (76 mm) in diameter and larger and not less than R-6 for ducts smaller than 3 inches (76 mm) in diameter. Ducts buried beneath a building shall be insulated as required per this section or have an equivalent *thermal distribution efficiency*. Underground ducts utilizing the *thermal distribution efficiency* method shall be listed and *labeled* to indicate the *R*-value equivalency.

R403.3.2 Ducts located in conditioned space. For ductwork to be considered inside a *conditioned space,* it shall comply with one of the following:

1. The duct system shall be located completely within the *continuous air barrier* and within the building thermal envelope.
2. Ductwork in ventilated attic spaces shall be buried within ceiling insulation in accordance with Section R403.3.3 and all of the following conditions shall exist:
   2.1. The air handler is located completely within the *continuous air barrier* and within the *building thermal envelope*.
   2.2. The duct leakage, as measured either by a rough-in test of the ducts or a post-construction total system leakage test to outside the *building thermal envelope* in accordance with Section R403.3.6, is less than or equal to 1.5 cubic feet per minute (42.5 L/min) per 100 square feet (9.29 m^2) of *conditioned floor area* served by the duct system.
   2.3. The ceiling insulation *R*-value installed against and above the insulated duct is greater than or equal to the proposed ceiling insulation *R*-value, less the *R*-value of the insulation on the duct.
3. Ductwork in floor cavities located over unconditioned space shall comply with all of the following:
   3.1. A *continuous air barrier* installed between unconditioned space and the duct.
   3.2. Insulation installed in accordance with Section R402.2.7.
   3.3. A minimum R-19 insulation installed in the cavity width separating the duct from unconditioned space.
4. Ductwork located within *exterior walls* of the *building thermal envelope* shall comply with the following:
   4.1. A *continuous air barrier* installed between unconditioned space and the duct.
   4.2. Minimum R-10 insulation installed in the cavity width separating the duct from the outside sheathing.
   4.3. The remainder of the cavity insulation shall be fully insulated to the drywall side.

R403.3.3 Ducts buried within ceiling insulation. Where supply and return air ducts are partially or completely buried in ceiling insulation, such ducts shall comply with all of the following:

1. The supply and return ducts shall have an insulation *R*-value not less than R-8.
2. At all points along each duct, the sum of the ceiling insulation *R*-value against and above the top of the duct, and against and below the bottom of the duct, shall be not less than R-19, excluding the *R*-value of the duct insulation.
3. In Climate Zones 0A, 1A, 2A and 3A, the supply ducts shall be completely buried within ceiling insulation, insulated to an *R*-value of not less than R-13 and in compliance with the vapor retarder requirements of Section 604.11 of the *International Mechanical Code* or Section M1601.4.6 of the *International Residential Code*, as applicable.

   Exception: Sections of the supply duct that are less than 3 feet (914 mm) from the supply outlet shall not be required to comply with these requirements.

R403.3.3.1 Effective *R*-value of deeply buried ducts. Where using the Total Building Performance Compliance Option in accordance with Section R401.2.2, sections of ducts that are installed in accordance with Section R403.3.3, located directly on or within 5.5 inches (140 mm) of the ceiling, surrounded with blown-in attic insulation having an *R*-value of R-30 or greater and located such that the top of the duct is not less than 3.5 inches (89 mm) below the top of the insulation, shall be considered as having an effective duct insulation *R*-value of R-25.

R403.3.4 Sealing. Ducts, air handlers and filter boxes shall be sealed. Joints and seams shall comply with either the *International Mechanical Code* or *International Residential Code*, as applicable.

R403.3.4.1 Sealed air handler. Air handlers shall have a manufacturer's designation for an air leakage of

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not greater than 2 percent of the design airflow rate when tested in accordance with ASHRAE 193.

R403.3.5 Duct testing. Ducts shall be pressure tested in accordance with ANSI/RESNET/ICC 380 or ASTM E1554 to determine air leakage by one of the following methods:

1. Rough-in test: Total leakage shall be measured with a pressure differential of 0.1 inch w.g. (25 Pa) across the system, including the manufacturer's air handler enclosure if installed at the time of the test. Registers shall be taped or otherwise sealed during the test.
2. Postconstruction test: Total leakage shall be measured with a pressure differential of 0.1 inch w.g. (25 Pa) across the entire system, including the manufacturer's air handler enclosure. Registers shall be taped or otherwise sealed during the test.

A written report of the results of the test shall be signed by the party conducting the test and provided to the *code official*.

Exception: A duct air-leakage test shall not be required for ducts serving ventilation systems that are not integrated with ducts serving heating or cooling systems.

R403.3.6 Duct leakage. The total leakage of the ducts, where measured in accordance with Section R403.3.5, shall be as follows:

1. Rough-in test: The total leakage shall be less than or equal to 4.0 cubic feet per minute (113.3 L/min) per 100 square feet (9.29 m^2) of *conditioned floor area* where the air handler is installed at the time of the test. Where the air handler is not installed at the time of the test, the total leakage shall be less than or equal to 3.0 cubic feet per minute (85 L/min) per 100 square feet (9.29 m^2) of *conditioned floor area*.
2. Postconstruction test: Total leakage shall be less than or equal to 4.0 cubic feet per minute (113.3 L/min) per 100 square feet (9.29 m^2) of *conditioned floor area*.
3. Test for ducts within thermal envelope: Where all ducts and air handlers are located entirely within the *building thermal envelope*, total leakage shall be less than or equal to 8.0 cubic feet per minute (226.6 L/min) per 100 square feet (9.29 m^2) of *conditioned floor area*.

R403.3.7 Building cavities. *Building* framing cavities shall not be used as ducts or plenums.

R403.4 Mechanical system piping insulation. Mechanical system piping capable of carrying fluids greater than 105°F (41°C) or less than 55°F (13°C) shall be insulated to an *R*-value of not less than R-3.

R403.4.1 Protection of piping insulation. Piping insulation exposed to weather shall be protected from damage, including that caused by sunlight, moisture, equipment maintenance and wind. The protection shall provide shielding from solar radiation that can cause degradation of the material. Adhesive tape shall be prohibited.

R403.5 Service hot water systems. Energy conservation measures for service hot water systems shall be in accordance with Sections R403.5.1 through R403.5.3.

R403.5.1 Heated water circulation and temperature maintenance systems. Heated water circulation systems shall be in accordance with Section R403.5.1.1. Heat trace temperature maintenance systems shall be in accordance with Section R403.5.1.2. Automatic controls, temperature sensors and pumps shall be in a location with access. Manual controls shall be in a location with *ready access*.

R403.5.1.1 Circulation systems. Heated water circulation systems shall be provided with a circulation pump. The system return pipe shall be a dedicated return pipe or a cold water supply pipe. Gravity and thermosyphon circulation systems shall be prohibited. Controls for circulating hot water system pumps shall automatically turn off the pump when the water in the circulation loop is at the desired temperature and when there is no demand for hot water. The controls shall limit the temperature of the water entering the cold water piping to not greater than 104ºF (40ºC).

R403.5.1.1.1 Demand recirculation water systems. Where installed, *demand recirculation water systems* shall have controls that start the pump upon receiving a signal from the action of a user of a fixture or appliance, sensing the presence of a user of a fixture or sensing the flow of hot or tempered water to a fixture fitting or appliance.

R403.5.1.2 Heat trace systems. Electric heat trace systems shall comply with IEEE 515.1 or UL 515. Controls for such systems shall automatically adjust the energy input to the heat tracing to maintain the desired water temperature in the piping in accordance with the times when heated water is used in the occupancy.

R403.5.2 Hot water pipe insulation. Insulation for service hot water piping with a thermal resistance, *R*-value, of not less than R-3 shall be applied to the following:

1. Piping $^3/_4$ inch (19.1 mm) and larger in nominal diameter located inside the *conditioned space*.
2. Piping serving more than one dwelling unit.
3. Piping located outside the *conditioned space*.
4. Piping from the water heater to a distribution manifold.
5. Piping located under a floor slab.
6. Buried piping.
7. Supply and return piping in circulation and recirculation systems other than cold water pipe return demand recirculation systems.

R403.5.3 Drain water heat recovery units. Where installed, drain water heat recovery units shall comply

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with CSA B55.2. Drain water heat recovery units shall be tested in accordance with CSA B55.1. Potable water-side pressure loss of drain water heat recovery units shall be less than 3 psi (20.7 kPa) for individual units connected to one or two showers. Potable water-side pressure loss of drain water heat recovery units shall be less than 2 psi (13.8 kPa) for individual units connected to three or more showers.

R403.6 Mechanical ventilation. The *buildings* complying with Section R402.4.1 shall be provided with ventilation that complies with the requirements of Section M1505 of the *International Residential Code* or *International Mechanical Code*, as applicable, or with other *approved* means of *ventilation*. Outdoor air intakes and exhausts shall have automatic or gravity dampers that close when the *ventilation* system is not operating.

R403.6.1 Heat or energy recovery ventilation. *Dwelling units* shall be provided with a heat recovery or energy recovery ventilation system in Climate Zones 7 and 8. The system shall be balanced with a minimum sensible heat recovery efficiency of 65 percent at 32°F (0°C) at a flow greater than or equal to the design airflow.

R403.6.2 Whole-dwelling mechanical ventilation system fan efficacy. Fans used to provide whole-dwelling mechanical ventilation shall meet the efficacy requirements of Table R403.6.2 at one or more rating points. Fans shall be tested in accordance with HVI 916 and listed. The airflow shall be reported in the product listing or on the label. Fan efficacy shall be reported in the product listing or shall be derived from the input power and airflow values reported in the product listing or on the label. Fan efficacy for fully ducted HRV, ERC, balanced, and in-line fans shall be determined at a static pressure of not less than 0.2 inch w.c. (49.85 Pa). Fan efficacy for ducted range hoods, bathroom and utility room fans shall be determined at a static pressure of not less than 0.1 inch w.c. (24.91 Pa).

TABLE R403.6.2
WHOLE-DWELLING MECHANICAL VENTILATION SYSTEM FAN EFFICACY[a]

FAN LOCATION	AIRFLOW RATE MINIMUM (CFM)	MINIMUM EFFICACY (CFM/WATT)
HRV, ERV	Any	1.2 cfm/watt
In-line supply or exhaust fan	Any	3.8 cfm/watt
Other exhaust fan	< 90	2.8 cfm/watt
Other exhaust fan	≥ 90	3.5 cfm/watt
Air-handler that is integrated to tested and *listed* HVAC equipment	Any	1.2 cfm/watt

For SI: 1 cubic foot per minute = 28.3 L/min.

a. Design outdoor airflow rate/watts of fan used.

R403.6.3 Testing. Mechanical ventilation systems shall be tested and verified to provide the minimum ventilation flow rates required by Section R403.6. Testing shall be performed according to the ventilation *equipment* manufacturer's instructions, or by using a flow hood or box, flow grid, or other airflow measuring device at the mechanical ventilation fan's inlet terminals or grilles, outlet terminals or grilles, or in the connected ventilation ducts. Where required by the code official, testing shall be conducted by an *approved* third party. A written report of the results of the test shall be signed by the party conducting the test and provided to the code official.

Exception: Kitchen range hoods that are ducted to the outside with 6-inch (152 mm) or larger duct and not more than one 90-degree (1.57 rad) elbow or equivalent in the duct run.

R403.7 Equipment sizing and efficiency rating. Heating and cooling *equipment* shall be sized in accordance with ACCA Manual S based on *building* loads calculated in accordance with ACCA Manual J or other *approved* heating and cooling calculation methodologies. New or replacement heating and cooling *equipment* shall have an efficiency rating equal to or greater than the minimum required by federal law for the geographic location where the *equipment* is installed.

R403.8 Systems serving multiple dwelling units. Systems serving multiple *dwelling units* shall comply with Sections C403 and C404 of the *International Energy Conservation Code*—Commercial Provisions instead of Section R403.

R403.9 Snow melt and ice system controls. Snow- and ice-melting systems, supplied through energy service to the building, shall include automatic controls capable of shutting off the system when the pavement temperature is greater than 50°F (10°C) and precipitation is not falling, and an automatic or manual control that will allow shutoff when the outdoor temperature is greater than 40°F (4.8°C).

R403.10 Energy consumption of pools and spas. The energy consumption of pools and permanent spas shall be controlled by the requirements in Sections R403.10.1 through R403.10.3.

R403.10.1 Heaters. The electric power to heaters shall be controlled by an on-off switch that is an integral part of the heater mounted on the exterior of the heater in a location with *ready access*, or external to and within 3 feet (914 mm) of the heater. Operation of such switch shall not change the setting of the heater thermostat. Such switches shall be in addition to a circuit breaker for the power to the heater. Gas-fired heaters shall not be equipped with continuously burning ignition pilots.

R403.10.2 Time switches. Time switches or other control methods that can automatically turn heaters and pump motors off and on according to a preset schedule shall be installed for heaters and pump motors. Heaters and pump motors that have built-in time switches shall be in compliance with this section.

Exceptions:

1. Where public health standards require 24-hour pump operation.
2. Pumps that operate solar- and waste-heat-recovery pool heating systems.

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R403.10.3 Covers. Outdoor heated pools and outdoor permanent spas shall be provided with a vapor-retardant cover or other *approved* vapor-retardant means.

Exception: Where more than 75 percent of the energy for heating, computed over an operation season of not fewer than 3 calendar months, is from a heat pump or an on-site renewable energy system, covers or other vapor-retardant means shall not be required.

R403.11 Portable spas. The energy consumption of electric-powered portable spas shall be controlled by the requirements of APSP 14.

R403.12 Residential pools and permanent residential spas. Where installed, the energy consumption of residential swimming pools and permanent residential spas shall be controlled in accordance with the requirements of APSP 15.

SECTION R404
ELECTRICAL POWER AND LIGHTING SYSTEMS

R404.1 Lighting equipment. All permanently installed lighting fixtures, excluding kitchen appliance lighting fixtures, shall contain only high-efficacy lighting sources.

R404.1.1 Exterior lighting. Connected exterior lighting for residential buildings shall comply with Section C405.5.

Exceptions:

1. Detached one- and two- family dwellings.
2. Townhouses.
3. Solar-powered lamps not connected to any electrical service.
4. Luminaires controlled by a motion sensor.
5. Lamps and luminaires that comply with Section R404.1.

R404.1.2 Fuel gas lighting equipment. Fuel gas lighting systems shall not have continuously burning pilot lights.

R404.2 Interior lighting controls. Permanently installed lighting fixtures shall be controlled with either a dimmer, an occupant sensor control or other control that is installed or built into the fixture.

Exception: Lighting controls shall not be required for the following:

1. Bathrooms.
2. Hallways.
3. Exterior lighting fixtures.
4. Lighting designed for safety or security.

R404.3 Exterior lighting controls. Where the total permanently installed exterior lighting power is greater than 30 watts, the permanently installed exterior lighting shall comply with the following:

1. Lighting shall be controlled by a manual on and off switch which permits automatic shut-off actions.

   Exception: Lighting serving multiple *dwelling units*.

2. Lighting shall be automatically shut off when daylight is present and satisfies the lighting needs.
3. Controls that override automatic shut-off actions shall not be allowed unless the override automatically returns automatic control to its normal operation within 24 hours.

SECTION R405
TOTAL BUILDING PERFORMANCE

R405.1 Scope. This section establishes criteria for compliance using total building performance analysis. Such analysis shall include heating, cooling, mechanical ventilation and service water-heating energy only.

R405.2 Performance-based compliance. Compliance based on total building performance requires that a *proposed design* meets all of the following:

1. The requirements of the sections indicated within Table R405.2.
2. The building thermal envelope shall be greater than or equal to levels of efficiency and solar heat gain coefficients in Table R402.1.1 or R402.1.3 of the 2009 *International Energy Conservation Code*.
3. An annual energy cost that is less than or equal to the annual energy cost of the *standard reference design*. Energy prices shall be taken from a source *approved* by the *code official*, such as the Department of Energy, Energy Information Administration's State Energy Data System Prices and Expenditures reports. Code officials shall be permitted to require time-of-use pricing in energy cost calculations.

Exception: The energy use based on source energy expressed in Btu or Btu per square foot of conditioned floor area shall be permitted to be substituted for the energy cost. The source energy multiplier for electricity shall be 3.16. The source energy multiplier for fuels other than electricity shall be 1.1.

R405.3 Documentation. Documentation of the software used for the performance design and the parameters for the *building* shall be in accordance with Sections R405.3.1 through R405.3.2.2.

R405.3.1 Compliance software tools. Documentation verifying that the methods and accuracy of the compliance software tools conform to the provisions of this section shall be provided to the *code official.*

R405.3.2 Compliance report. Compliance software tools shall generate a report that documents that the *proposed design* complies with Section R405.3. A compliance report on the *proposed design* shall be submitted with the application for the building permit. Upon completion of the building, a confirmed compliance report based on the confirmed condition of the building shall be submitted to the *code official* before a certificate of occupancy is issued.

Compliance reports shall include information in accordance with Sections R405.3.2.1 and R405.3.2.2.

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TABLE R405.2
REQUIREMENTS FOR TOTAL BUILDING PERFORMANCE

SECTION[a]	TITLE
General	
R401.2.5	Additional energy efficiency
R401.3	Certificate
Building Thermal Envelope	
R402.1.1	Vapor retarder
R402.2.3	Eave baffle
R402.2.4.1	Access hatches and doors
R402.2.10.1	Crawl space wall insulation installations
R402.4.1.1	Installation
R402.4.1.2	Testing
R402.5	Maximum fenestration *U*-factor and SHGC
Mechanical	
R403.1	Controls
R403.3, including R403.3.1, except Sections R403.3.2, R403.3.3 and R403.3.6	Ducts
R403.4	Mechanical system piping insulation
R403.5.1	Heated water circulation and temperature maintenance systems
R403.5.3	Drain water heat recovery units
R403.6	Mechanical ventilation
R403.7	Equipment sizing and efficiency rating
R403.8	Systems serving multiple dwelling units
R403.9	Snow melt and ice systems
R403.10	Energy consumption of pools and spas
R403.11	Portable spas
R403.12	Residential pools and permanent residential spas
Electrical Power and Lighting Systems	
R404.1	Lighting equipment
R404.2	Interior lighting controls

a. Reference to a code section includes all the relative subsections except as indicated in the table.

R405.3.2.1 Compliance report for permit application. A compliance report submitted with the application for building permit shall include the following:

1. Building street address, or other *building site* identification.
2. The name of the individual performing the analysis and generating the compliance report.
3. The name and version of the compliance software tool.
4. Documentation of all inputs entered into the software used to produce the results for the reference design and/or the rated home.
5. A certificate indicating that the proposed design complies with Section R405.3. The certificate shall document the building components' energy specifications that are included in the calculation including: component-level insulation *R*-values or *U*-factors; duct system and building envelope air leakage testing assumptions; and the type and rated efficiencies of proposed heating, cooling, mechanical ventilation and service water-heating equipment to be installed. If on-site renewable energy systems will be installed, the certificate shall report the type and production size of the proposed system.
6. Where a site-specific report is not generated, the proposed design shall be based on the worst-case orientation and configuration of the rated home.

R405.3.2.2 Compliance report for certificate of occupancy. A compliance report submitted for obtaining the certificate of occupancy shall include the following:

1. Building street address, or other building site identification.
2. Declaration of the total building performance path on the title page of the energy report and the title page of the building plans.
3. A statement, bearing the name of the individual performing the analysis and generating the report, indicating that the as-built building complies with Section R405.3.
4. The name and version of the compliance software tool.
5. A site-specific energy analysis report that is in compliance with Section R405.3.
6. A final confirmed certificate indicating compliance based on inspection, and a statement indicating that the confirmed rated design of the built home complies with Section R405.3. The certificate shall report the energy features that were confirmed to be in the home, including component-level insulation *R*-values or *U*-factors; results from any required duct system and building envelope air leakage testing; and the type and rated efficiencies of the heating, cooling, mechanical ventilation and service water-heating equipment installed.
7. When on-site renewable energy systems have been installed, the certificate shall report the type and production size of the installed system.

R405.4 Calculation procedure. Calculations of the performance design shall be in accordance with Sections R405.4.1 and R405.4.2.

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R405.4.1 General. Except as specified by this section, the *standard reference design* and *proposed design* shall be configured and analyzed using identical methods and techniques.

R405.4.2 Residence specifications. The *standard reference design* and *proposed design* shall be configured and analyzed as specified by Table R405.4.2(1). Table R405.4.2(1) shall include, by reference, all notes contained in Table R402.1.3.

TABLE R405.4.2(1)
SPECIFICATIONS FOR THE STANDARD REFERENCE AND PROPOSED DESIGNS

BUILDING COMPONENT	STANDARD REFERENCE DESIGN	PROPOSED DESIGN
Above-grade walls	Type: mass where the proposed wall is a mass wall; otherwise wood frame.	As proposed
	Gross area: same as proposed.	As proposed
	U-factor: as specified in Table R402.1.2.	As proposed
	Solar absorptance = 0.75.	As proposed
	Emittance = 0.90.	As proposed
Basement and crawl space walls	Type: same as proposed.	As proposed
	Gross area: same as proposed.	As proposed
	U-factor: as specified in Table R402.1.2, with the insulation layer on the interior side of the walls.	As proposed
Above-grade floors	Type: wood frame.	As proposed
	Gross area: same as proposed.	As proposed
	U-factor: as specified in Table R402.1.2.	As proposed
Ceilings	Type: wood frame.	As proposed
	Gross area: same as proposed.	As proposed
	U-factor: as specified in Table R402.1.2.	As proposed
Roofs	Type: composition shingle on wood sheathing.	As proposed
	Gross area: same as proposed.	As proposed
	Solar absorptance = 0.75.	As proposed
	Emittance = 0.90.	As proposed
Attics	Type: vented with an aperture of 1 ft^2 per 300 ft^2 of ceiling area.	As proposed
Foundations	Type: same as proposed.	As proposed
	Foundation wall area above and below grade and soil characteristics: same as proposed.	As proposed
Opaque doors	Area: 40 ft^2.	As proposed
	Orientation: North.	As proposed
	U-factor: same as fenestration as specified in Table R402.1.2.	As proposed
Vertical fenestration other than opaque doors	Total area[h] = (a) The proposed glazing area, where the proposed glazing area is less than 15 percent of the conditioned floor area. (b) 15 percent of the conditioned floor area, where the proposed glazing area is 15 percent or more of the conditioned floor area.	As proposed
	Orientation: equally distributed to four cardinal compass orientations (N, E, S & W).	As proposed
	U-factor: as specified in Table R402.1.2.	As proposed
	SHGC: as specified in Table R402.1.2 except for climate zones without an SHGC requirement, the SHGC shall be equal to 0.40.	As proposed
	Interior shade fraction: 0.92 – (0.21 × SHGC for the standard reference design).	Interior shade fraction: 0.92 – (0.21 × SHGC as proposed)
	External shading: none	As proposed

(continued)

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TABLE R405.4.2(1)—continued
SPECIFICATIONS FOR THE STANDARD REFERENCE AND PROPOSED DESIGNS

BUILDING COMPONENT	STANDARD REFERENCE DESIGN	PROPOSED DESIGN
Skylights	None	As proposed
Thermally isolated sunrooms	None	As proposed
Air exchange rate	The air leakage rate at a pressure of 0.2 inch w.g. (50 Pa) shall be Climate Zones 0 through 2: 5.0 air changes per hour. Climate Zones 3 through 8: 3.0 air changes per hour.	The measured air exchange rate.[a]
	The mechanical ventilation rate shall be in addition to the air leakage rate and shall be the same as in the proposed design, but not greater than $0.01 \times CFA + 7.5 \times (N_{br} + 1)$ where: CFA = conditioned floor area, ft^2. N_{br} = number of bedrooms. The mechanical ventilation system type shall be the same as in the proposed design. Energy recovery shall not be assumed for mechanical ventilation.	The mechanical ventilation rate[b] shall be in addition to the air leakage rate and shall be as proposed.
Mechanical ventilation	Where mechanical ventilation is not specified in the proposed design: None Where mechanical ventilation is specified in the proposed design, the annual vent fan energy use, in units of kWh/yr, shall equal $(1/e_f) \times [0.0876 \times CFA + 65.7 \times (N_{br} + 1)]$ where: e_f = the minimum fan efficacy, as specified in Table 403.6.2, corresponding to the system type at a flow rate of $0.01 \times CFA + 7.5 \times (N_{br} + 1)$ CFA = conditioned floor area, ft^2. N_{br} = number of bedrooms.	As proposed
Internal gains	IGain, in units of Btu/day per dwelling unit, shall equal $17{,}900 + 23.8 \times CFA + 4{,}104 \times N_{br}$ where: CFA = conditioned floor area, ft^2. N_{br} = number of bedrooms.	Same as standard reference design.
Internal mass	Internal mass for furniture and contents: 8 pounds per square foot of floor area.	Same as standard reference design, plus any additional mass specifically designed as a thermal storage element[c] but not integral to the building envelope or structure.
Structural mass	For masonry floor slabs: 80 percent of floor area covered by R-2 carpet and pad, and 20 percent of floor directly exposed to room air.	As proposed
	For masonry basement walls: as proposed, but with insulation as specified in Table R402.1.3, located on the interior side of the walls.	As proposed
	For other walls, ceilings, floors, and interior walls: wood frame construction.	As proposed
Heating systems[d, e]	For other than electric heating without a heat pump: as proposed. Where the proposed design utilizes electric heating without a heat pump, the standard reference design shall be an air source heat pump meeting the requirements of Section C403 of the IECC—Commercial Provisions. Capacity: sized in accordance with Section R403.7.	As proposed
Cooling systems[d, f]	As proposed. Capacity: sized in accordance with Section R403.7.	As proposed

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TABLE R405.4.2(1)—continued
SPECIFICATIONS FOR THE STANDARD REFERENCE AND PROPOSED DESIGNS

<table>
<tr><th>BUILDING COMPONENT</th><th>STANDARD REFERENCE DESIGN</th><th colspan="3">PROPOSED DESIGN</th></tr>
<tr><td rowspan="8">Service water heating[d, g]</td><td rowspan="8">As proposed.
Use, in units of gal/day = 25.5 + (8.5 × N_{br})
where:
N_{br} = number of bedrooms.</td><td colspan="3">As proposed
Use, in units of gal/day = 25.5 + (8.5 × N_{br}) × (1 – HWDS)
where:
N_{br} = number of bedrooms.
HWDS = factor for the compactness of the hot water distribution system.</td></tr>
<tr><td colspan="2">Compactness ratio[i] factor</td><td>HWDS</td></tr>
<tr><td>1 story</td><td>2 or more stories</td><td></td></tr>
<tr><td>> 60%</td><td>> 30%</td><td>0</td></tr>
<tr><td>> 30% to ≤ 60%</td><td>> 15% to ≤ 30%</td><td>0.05</td></tr>
<tr><td>> 15% to ≤ 30%</td><td>> 7.5% to ≤ 15%</td><td>0.10</td></tr>
<tr><td>< 15%</td><td>< 7.5%</td><td>0.15</td></tr>
<tr><td>Thermal distribution systems</td><td>Duct insulation: in accordance with Section R403.3.1.
A thermal distribution system efficiency (DSE) of 0.88 shall be applied to both the heating and cooling system efficiencies for all systems other than tested duct systems.
Duct location: same as proposed design.
Exception: For nonducted heating and cooling systems that do not have a fan, the standard reference design thermal distribution system efficiency (DSE) shall be 1. For tested duct systems, the leakage rate shall be 4 cfm (113.3 L/min) per 100 ft^2 (9.29 m^2) of conditioned floor area at a pressure of differential of 0.1 inch w.g. (25 Pa).</td><td colspan="3">Duct location: as proposed.
Duct insulation: as proposed.
As tested or, where not tested, as specified in Table R405.4.2(2).</td></tr>
<tr><td>Thermostat</td><td>Type: Manual, cooling temperature setpoint = 75°F;
Heating temperature setpoint = 72°F.</td><td colspan="3">Same as standard reference design.</td></tr>
<tr><td>Dehumidistat</td><td>Where a mechanical ventilation system with latent heat recovery is not specified in the proposed design:
None.
Where the proposed design utilizes a mechanical ventilation system with latent heat recovery:
Dehumidistat type: manual, setpoint = 60% relative humidity.
Dehumidifier: whole-dwelling with integrated energy factor = 1.77 liters/kWh.</td><td colspan="3">Same as standard reference design.</td></tr>
</table>

For SI: 1 square foot = 0.93 m^2, 1 British thermal unit = 1055 J, 1 pound per square foot = 4.88 kg/m^2, 1 gallon (US) = 3.785 L, °C = (°F-32)/1.8, 1 degree = 0.79 rad.

a. Where required by the code official, testing shall be conducted by an approved party. Hourly calculations as specified in the ASHRAE *Handbook of Fundamentals,* or the equivalent, shall be used to determine the energy loads resulting from infiltration.

b. The combined air exchange rate for infiltration and mechanical ventilation shall be determined in accordance with Equation 43 of 2001 ASHRAE *Handbook of Fundamentals,* page 26.24 and the "Whole-house Ventilation" provisions of 2001 ASHRAE *Handbook of Fundamentals,* page 26.19 for intermittent mechanical ventilation.

c. Thermal storage element shall mean a component that is not part of the floors, walls or ceilings that is part of a passive solar system, and that provides thermal storage such as enclosed water columns, rock beds, or phase-change containers. A thermal storage element shall be in the same room as fenestration that faces within 15 degrees (0.26 rad) of true south, or shall be connected to such a room with pipes or ducts that allow the element to be actively charged.

d. For a proposed design with multiple heating, cooling or water heating systems using different fuel types, the applicable standard reference design system capacities and fuel types shall be weighted in accordance with their respective loads as calculated by accepted engineering practice for each equipment and fuel type present.

e. For a proposed design without a proposed heating system, a heating system having the prevailing federal minimum efficiency shall be assumed for both the standard reference design and proposed design.

f. For a proposed design home without a proposed cooling system, an electric air conditioner having the prevailing federal minimum efficiency shall be assumed for both the standard reference design and the proposed design.

g. For a proposed design with a nonstorage-type water heater, a 40-gallon storage-type water heater having the prevailing federal minimum energy factor for the same fuel as the predominant heating fuel type shall be assumed. For a proposed design without a proposed water heater, a 40-gallon storage-type water heater having the prevailing federal minimum efficiency for the same fuel as the predominant heating fuel type shall be assumed for both the proposed design and standard reference design.

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TABLE R405.4.2(1)—continued
SPECIFICATIONS FOR THE STANDARD REFERENCE AND PROPOSED DESIGNS

h. For residences with conditioned basements, R-2 and R-4 residences, and for townhouses, the following formula shall be used to determine glazing area:

$AF = A_s \times FA \times F$

where:

AF = Total glazing area.

A_s = Standard reference design total glazing area.

FA = (Above-grade thermal boundary gross wall area)/(above-grade boundary wall area + 0.5 × below-grade boundary wall area).

F = (above-grade thermal boundary wall area)/(above-grade thermal boundary wall area + common wall area) or 0.56, whichever is greater.

and where:

Thermal boundary wall is any wall that separates conditioned space from unconditioned space or ambient conditions.

Above-grade thermal boundary wall is any thermal boundary wall component not in contact with soil.

Below-grade boundary wall is any thermal boundary wall in soil contact.

Common wall area is the area of walls shared with an adjoining dwelling unit.

i. The factor for the compactness of the hot water distribution system is the ratio of the area of the rectangle that bounds the source of hot water and the fixtures that it serves (the "hot water rectangle") divided by the floor area of the dwelling.
   1. Sources of hot water include water heaters, or in multiple-family buildings with central water heating systems, circulation loops or electric heat traced pipes.
   2. The hot water rectangle shall include the source of hot water and the points of termination of all hot water fixture supply piping.
   3. The hot water rectangle shall be shown on the floor plans and the area shall be computed to the nearest square foot.
   4. Where there is more than one water heater and each water heater serves different plumbing fixtures and appliances, it is permissible to establish a separate hot water rectangle for each hot water distribution system and add the area of these rectangles together to determine the compactness ratio.
   5. The basement or attic shall be counted as a story when it contains the water heater.
   6. Compliance shall be demonstrated by providing a drawing on the plans that shows the hot water distribution system rectangle(s), comparing the area of the rectangle(s) to the area of the dwelling and identifying the appropriate compactness ratio and *HWDS* factor.

TABLE R405.4.2(2)
DEFAULT DISTRIBUTION SYSTEM EFFICIENCIES FOR PROPOSED DESIGNS[a]

DISTRIBUTION SYSTEM CONFIGURATION AND CONDITION	FORCED AIR SYSTEMS	HYDRONIC SYSTEMS[b]
Distribution system components located in unconditioned space	—	0.95
Untested distribution systems entirely located in conditioned space[c]	0.88	1
"Ductless" systems[d]	1	—

a. Default values in this table are for untested distribution systems, which must still meet minimum requirements for duct system insulation.

b. Hydronic systems shall mean those systems that distribute heating and cooling energy directly to individual spaces using liquids pumped through closed-loop piping and that do not depend on ducted, forced airflow to maintain space temperatures.

c. Entire system in conditioned space shall mean that no component of the distribution system, including the air-handler unit, is located outside of the conditioned space.

d. Ductless systems shall be allowed to have forced airflow across a coil but shall not have any ducted airflow external to the manufacturer's air-handler enclosure.

R405.5 Calculation software tools. Calculation software, where used, shall be in accordance with Sections R405.5.1 through R405.5.3.

R405.5.1 Minimum capabilities. Calculation procedures used to comply with this section shall be software tools capable of calculating the annual energy consumption of all building elements that differ between the *standard reference design* and the *proposed design* and shall include the following capabilities:

1. Computer generation of the *standard reference design* using only the input for the *proposed design.* The calculation procedure shall not allow the user to directly modify the building component characteristics of the *standard reference design.*
2. Calculation of whole-building (as a single *zone*) sizing for the heating and cooling equipment in the *standard reference design* residence in accordance with Section R403.7.
3. Calculations that account for the effects of indoor and outdoor temperatures and part-load ratios on the performance of heating, ventilating and air-conditioning equipment based on climate and equipment sizing.
4. Printed *code official* inspection checklist listing each of the *proposed design* component characteristics from Table R405.4.2(1) determined by the analysis to provide compliance, along with their respective performance ratings such as *R*-value, *U*-factor, SHGC, HSPF, AFUE, SEER and EF.

R405.5.2 Specific approval. Performance analysis tools meeting the applicable provisions of Section R405 shall be permitted to be *approved.* Tools are permitted to be *approved* based on meeting a specified threshold for a jurisdiction. The *code official* shall be permitted to approve such tools for a specified application or limited scope.

R405.5.3 Input values. When calculations require input values not specified by Sections R402, R403, R404 and R405, those input values shall be taken from an *approved* source.

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SECTION R406
ENERGY RATING INDEX COMPLIANCE ALTERNATIVE

R406.1 Scope. This section establishes criteria for compliance using an Energy Rating Index (ERI) analysis.

R406.2 ERI compliance. Compliance based on the ERI requires that the rated design meets all of the following:

1. The requirements of the sections indicated within Table R406.2.
2. Maximum ERI of Table R406.5.

TABLE R406.2
REQUIREMENTS FOR ENERGY RATING INDEX

SECTION[a]	TITLE
General	
R401.2.5	Additional efficiency packages
R401.3	Certificate
Building Thermal Envelope	
R402.1.1	Vapor retarder
R402.2.3	Eave baffle
R402.2.4.1	Access hatches and doors
R402.2.10.1	Crawl space wall insulation installation
R402.4.1.1	Installation
R402.4.1.2	Testing
Mechanical	
R403.1	Controls
R403.3 except Sections R403.3.2, R403.3.3 and R403.3.6	Ducts
R403.4	Mechanical system piping insulation
R403.5.1	Heated water calculation and temperature maintenance systems
R403.5.3	Drain water heat recovery units
R403.6	Mechanical ventilation
R403.7	Equipment sizing and efficiency rating
R403.8	Systems serving multiple dwelling units
R403.9	Snow melt and ice systems
R403.10	Energy consumption of pools and spas
R403.11	Portable spas
R403.12	Residential pools and permanent residential spas
Electrical Power and Lighting Systems	
R404.1	Lighting equipment
R404.2	Interior lighting controls
R406.3	Building thermal envelope

a. Reference to a code section includes all of the relative subsections except as indicated in the table.

R406.3 Building thermal envelope. Building and portions thereof shall comply with Section R406.3.1 or R406.3.2.

R406.3.1 On-site renewables are not included. Where on-site renewable energy is not included for compliance using the ERI analysis of Section R406.4, the proposed total building thermal envelope UA, which is sum of *U*-factor times assembly area, shall be less than or equal to the building thermal envelope UA using the prescriptive *U*-factors from Table R402.1.2 multiplied by 1.15 in accordance with Equation 4-1. The area-weighted maximum fenestration SHGC permitted in Climate Zones 0 through 3 shall be 0.30.

$$UA_{\text{Proposed design}} = 1.15 \times UA_{\text{Prescriptive reference design}}$$

(Equation 4-1)

R406.3.2 On-site renewables are included. Where on-site renewable energy is included for compliance using the ERI analysis of Section R406.4, the *building thermal envelope* shall be greater than or equal to the levels of efficiency and SHGC in Table R402.1.2 or Table R402.1.4 of the 2018 *International Energy Conservation Code*.

R406.4 Energy Rating Index. The Energy Rating Index (ERI) shall be determined in accordance with RESNET/ICC 301 except for buildings covered by the *International Residential Code*, the ERI reference design ventilation rate shall be in accordance with Equation 4-2.

Ventilation rate, CFM = (0.01 × total square foot area of house) + [7.5 × (number of bedrooms + 1)]

(Equation 4-2)

Energy used to recharge or refuel a vehicle used for transportation on roads that are not on the building site shall not be included in the *ERI reference design* or the *rated design*. For compliance purposes, any reduction in energy use of the rated design associated with on-site renewable energy shall not exceed 5 percent of the total energy use.

R406.5 ERI-based compliance. Compliance based on an ERI analysis requires that the *rated proposed design* and confirmed built dwelling be shown to have an ERI less than or equal to the appropriate value indicated in Table R406.5 when compared to the *ERI reference design*.

TABLE R406.5
MAXIMUM ENERGY RATING INDEX

CLIMATE ZONE	ENERGY RATING INDEX
0-1	52
2	52
3	51
4	54
5	55
6	54
7	53
8	53

R406.6 Verification by approved agency. Verification of compliance with Section R406 as outlined in Sections R406.4 and R406.6 shall be completed by an *approved* third

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party. Verification of compliance with Section R406.2 shall be completed by the authority having jurisdiction or an *approved* third-party inspection agency in accordance with Section R105.4.

R406.7 Documentation. Documentation of the software used to determine the ERI and the parameters for the *residential building* shall be in accordance with Sections R406.7.1 through R406.7.4.

R406.7.1 Compliance software tools. Software tools used for determining ERI shall be *Approved* Software Rating Tools in accordance with RESNET/ICC 301.

R406.7.2 Compliance report. Compliance software tools shall generate a report that documents that the home and the ERI score of the *rated design* complies with Sections R406.2, R406.3 and R406.4. Compliance documentation shall be created for the proposed design and shall be submitted with the application for the building permit. Confirmed compliance documents of the built *dwelling unit* shall be created and submitted to the code official for review before a certificate of occupancy is issued. Compliance reports shall include information in accordance with Sections R406.7.2.1 and R406.7.2.2.

R406.7.2.1 Proposed compliance report for permit application. Compliance reports submitted with the application for a building permit shall include the following:

1. Building street address, or other *building site* identification.
2. Declare ERI on title page and building plans.
3. The name of the individual performing the analysis and generating the compliance report.
4. The name and version of the compliance software tool.
5. Documentation of all inputs entered into the software used to produce the results for the reference design and/or the rated home.
6. A certificate indicating that the proposed design has an ERI less than or equal to the appropriate score indicated in Table R406.5 when compared to the ERI reference design. The certificate shall document the building component energy specifications that are included in the calculation, including: component level insulation *R*-values or *U*-factors; assumed duct system and building envelope air leakage testing results; and the type and rated efficiencies of proposed heating, cooling, mechanical ventilation, and service water-heating equipment to be installed. If on-site renewable energy systems will be installed, the certificate shall report the type and production size of the proposed system.
7. When a site-specific report is not generated, the proposed design shall be based on the worst-case orientation and configuration of the rated home.

R406.7.2.2 Confirmed compliance report for a certificate of occupancy. A confirmed compliance report submitted for obtaining the certificate of occupancy shall be made site and address specific and include the following:

1. Building street address or other *building site* identification.
2. Declaration of ERI on title page and on building plans.
3. The name of the individual performing the analysis and generating the report.
4. The name and version of the compliance software tool.
5. Documentation of all inputs entered into the software used to produce the results for the reference design and/or the rated home.
6. A final confirmed certificate indicating that the confirmed rated design of the built home complies with Sections R406.2 and R406.4. The certificate shall report the energy features that were confirmed to be in the home, including: component-level insulation *R*-values or *U*-factors; results from any required duct system and building envelope air leakage testing; and the type and rated efficiencies of the heating, cooling, mechanical ventilation, and service water-heating equipment installed. Where on-site renewable energy systems have been installed on or in the home, the certificate shall report the type and production size of the installed system.

R406.7.3 Renewable energy certificate (REC) documentation. Where on-site renewable energy is included in the calculation of an ERI, one of the following forms of documentation shall be provided to the code official:

1. Substantiation that the RECs associated with the on-site renewable energy are owned by, or retired on behalf of, the homeowner.
2. A contract that conveys to the homeowner the RECs associated with the on-site renewable energy, or conveys to the homeowner an equivalent quantity of RECs associated with other renewable energy.

R406.7.4 Additional documentation. The *code official* shall be permitted to require the following documents:

1. Documentation of the building component characteristics of the *ERI reference design*.
2. A certification signed by the builder providing the building component characteristics of the *rated design.*
3. Documentation of the actual values used in the software calculations for the *rated design*.

R406.7.5 Specific approval. Performance analysis tools meeting the applicable subsections of Section R406 shall be *approved*. Documentation demonstrating the approval

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of performance analysis tools in accordance with Section R406.7.1 shall be provided.

R406.7.6 Input values. Where calculations require input values not specified by Sections R402, R403, R404 and R405, those input values shall be taken from RESNET/ICC 301.

**

SECTION R407
TROPICAL CLIMATE REGION COMPLIANCE PATH

R407.1 Scope. This section establishes alternative criteria for residential buildings in the tropical region at elevations less than 2,400 feet (731.5 m) above sea level.

R407.2 Tropical climate region. Compliance with this section requires the following:

1. Not more than one-half of the *occupied* space is air conditioned.
2. The *occupied* space is not heated.
3. Solar, wind or other renewable energy source supplies not less than 80 percent of the energy for service water heating.
4. Glazing in *conditioned spaces* has a *solar heat gain coefficient* (SHGC) of less than or equal to 0.40, or has an overhang with a projection factor equal to or greater than 0.30.
5. Permanently installed lighting is in accordance with Section R404.
6. The exterior roof surface complies with one of the options in Table C402.3 of the *International Energy Conservation Code*–Commercial Provisions or the roof or ceiling has insulation with an *R*-value of R-15 or greater. Where attics are present, attics above the insulation are vented and attics below the insulation are unvented.
7. Roof surfaces have a slope of not less than $^1/_4$ unit vertical in 12 units horizontal (21-percent slope). The finished roof does not have water accumulation areas.
8. Operable fenestration provides a ventilation area of not less than 14 percent of the floor area in each room. Alternatively, equivalent ventilation is provided by a ventilation fan.
9. Bedrooms with *exterior walls* facing two different directions have operable fenestration on exterior walls facing two directions.
10. Interior doors to bedrooms are capable of being secured in the open position.
11. A ceiling fan or ceiling fan rough-in is provided for bedrooms and the largest space that is not used as a bedroom.

SECTION R408
ADDITIONAL EFFICIENCY PACKAGE OPTIONS

R408.1 Scope. This section establishes additional efficiency package options to achieve additional energy efficiency in accordance with Section R401.2.5.

R408.2 Additional efficiency package options. Additional efficiency package options for compliance with Section R401.2.1 are set forth in Sections R408.2.1 through R408.2.5.

R408.2.1 Enhanced envelope performance option. The total *building thermal envelope* UA, the sum of *U*-factor times assembly area, shall be less than or equal to 95 percent of the total UA resulting from multiplying the *U*-factors in Table R402.1.2 by the same assembly area as in the proposed building. The UA calculation shall be performed in accordance with Section R402.1.5. The area-weighted average SHGC of all glazed fenestration shall be less than or equal to 95 percent of the maximum glazed fenestration SHGC in Table R402.1.2.

R408.2.2 More efficient HVAC equipment performance option. Heating and cooling *equipment* shall meet one of the following efficiencies:

1. Greater than or equal to 95 AFUE natural gas furnace and 16 SEER air conditioner.
2. Greater than or equal to 10 HSPF/16 SEER air source heat pump.
3. Greater than or equal to 3.5 COP ground source heat pump.

For multiple cooling systems, all systems shall meet or exceed the minimum efficiency requirements in this section and shall be sized to serve 100 percent of the cooling design load. For multiple heating systems, all systems shall meet or exceed the minimum efficiency requirements in this section and shall be sized to serve 100 percent of the heating design load.

R408.2.3 Reduced energy use in service water-heating option. The hot water system shall meet one of the following efficiencies:

1. Greater than or equal to 0.82 EF fossil fuel service water-heating system.
2. Greater than or equal to 2.0 EF electric service water-heating system.
3. Greater than or equal to 0.4 solar fraction solar water-heating system.

R408.2.4 More efficient duct thermal distribution system option. The thermal distribution system shall meet one of the following efficiencies:

1. 100 percent of ducts and air handlers located entirely within the *building thermal envelope*.
2. 100 percent of ductless thermal distribution system or hydronic thermal distribution system located completely inside the *building thermal envelope*.

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3. 100 percent of duct thermal distribution system located in *conditioned space* as defined by Section R403.3.2.

R408.2.5 Improved air sealing and efficient ventilation system option. The measured air leakage rate shall be less than or equal to 3.0 ACH50, with either an Energy Recovery Ventilator (ERV) or Heat Recovery Ventilator (HRV) installed. Minimum HRV and ERV requirements, measured at the lowest tested net supply airflow, shall be greater than or equal to 75 percent Sensible Recovery Efficiency (SRE), less than or equal to 1.1 cubic feet per minute per watt (0.03 m^3/min/watt) and shall not use recirculation as a defrost strategy. In addition, the ERV shall be greater than or equal to 50 percent Latent Recovery/Moisture Transfer (LRMT).

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CHAPTER 5 [RE]
EXISTING BUILDINGS

User note:

About this chapter: *Many buildings are renovated or altered in numerous ways that could affect the energy use of the building as a whole. Chapter 5 requires the application of certain parts of Chapter 4 in order to maintain, if not improve, the conservation of energy by the renovated or altered building.*

SECTION R501
GENERAL

R501.1 Scope. The provisions of this chapter shall control the *alteration*, *repair*, *addition* and change of occupancy of existing *buildings* and structures.

R501.1.1 General. Except as specified in this chapter, this code shall not be used to require the removal, *alteration* or abandonment of, nor prevent the continued use and maintenance of, an existing *building* or *building* system lawfully in existence at the time of adoption of this code. Unaltered portions of the existing *building* or *building* supply system shall not be required to comply with this code.

R501.2 Compliance. *Additions*, *alterations*, *repairs* or changes of occupancy to, or relocation of, an existing *building*, *building* system or portion thereof shall comply with Section R502, R503, R504 or R505, respectively, in this code. Changes where unconditioned space is changed to *conditioned space* shall comply with Section R502.

R501.3 Maintenance. *Buildings* and structures, and parts thereof, shall be maintained in a safe and sanitary condition. Devices and systems that are required by this code shall be maintained in conformance to the code edition under which installed. The owner or the owner's authorized agent shall be responsible for the maintenance of *buildings* and structures. The requirements of this chapter shall not provide the basis for removal or abrogation of energy conservation, fire protection and safety systems and devices in existing structures.

R501.4 Compliance. *Alterations*, *repairs*, *additions* and changes of occupancy to, or relocation of, existing buildings and structures shall comply with the provisions for *alterations*, *repairs*, *additions* and changes of occupancy or relocation, respectively, in this code and the *International Residential Code*, *International Building Code*, *International Existing Building Code*, *International Fire Code*, *International Fuel Gas Code*, *International Mechanical Code*, *International Plumbing Code*, *International Property Maintenance Code*, *International Private Sewage Disposal Code* and NFPA 70.

R501.5 New and replacement materials. Except as otherwise required or permitted by this code, materials permitted by the applicable code for new construction shall be used. Like materials shall be permitted for *repairs*, provided that hazards to life, health or property are not created. Hazardous materials shall not be used where the code for new construction would not allow their use in *buildings* of similar occupancy, purpose and location.

R501.6 Historic buildings. Provisions of this code relating to the construction, *repair, alteration*, restoration and movement of structures, and *change of occupancy* shall not be mandatory for *historic buildings* provided that a report has been submitted to the code official and signed by the owner, a *registered design professional*, or a representative of the State Historic Preservation Office or the historic preservation authority having jurisdiction, demonstrating that compliance with that provision would threaten, degrade or destroy the historic form, fabric or function of the *building*.

SECTION R502
ADDITIONS

R502.1 General. *Additions* to an existing *building*, *building* system or portion thereof shall conform to the provisions of this code as those provisions relate to new construction without requiring the unaltered portion of the existing *building* or *building* system to comply with this code. *Additions* shall not create an unsafe or hazardous condition or overload existing *building* systems. An *addition* shall be deemed to comply with this code where the *addition* alone complies, where the existing *building* and *addition* comply with this code as a single building, or where the *building* with the *addition* does not use more energy than the existing *building*. *Additions* shall be in accordance with Section R502.2 or R502.3.

R502.2 Change in space conditioning. Any unconditioned or low-energy space that is altered to become *conditioned space* shall be required to be brought into full compliance with this code.

Exceptions:

1. Where the simulated performance option in Section R405 is used to comply with this section, the annual energy cost of the *proposed design* is permitted to be 110 percent of the annual energy cost otherwise allowed by Section R405.2.
2. Where the Total UA, as determined in Section R402.1.5, of the existing *building* and the *addition*, and any *alterations* that are part of the project, is less than or equal to the Total UA generated for the existing *building*.
3. Where complying in accordance with Section R405 and the annual energy cost or energy use of the *addition* and the existing *building*, and any

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alterations that are part of the project, is less than or equal to the annual energy cost of the existing *building*. The *addition* and any *alterations* that are part of the project shall comply with Section R405 in its entirety.

R502.3 Prescriptive compliance. *Additions* shall comply with Sections R502.3.1 through R502.3.4.

R502.3.1 Building envelope. New *building* envelope assemblies that are part of the *addition* shall comply with Sections R402.1, R402.2, R402.3.1 through R402.3.5, and R402.4.

Exception: New envelope assemblies are exempt from the requirements of Section R402.4.1.2.

R502.3.2 Heating and cooling systems. HVAC ducts newly installed as part of an *addition* shall comply with Section R403.

Exception: Where ducts from an existing heating and cooling system are extended to an *addition*.

R502.3.3 Service hot water systems. New service hot water systems that are part of the *addition* shall comply with Section R403.5.

R502.3.4 Lighting. New lighting systems that are part of the *addition* shall comply with Section R404.1.

SECTION R503
ALTERATIONS

R503.1 General. *Alterations* to any building or structure shall comply with the requirements of the code for new construction, without requiring the unaltered portions of the existing building or building system to comply with this code. *Alterations* shall be such that the existing building or structure is not less conforming to the provisions of this code than the existing *building* or structure was prior to the *alteration*.

Alterations shall not create an unsafe or hazardous condition or overload *existing* building systems. *Alterations* shall be such that the existing *building* or structure does not use more energy than the existing building or structure prior to the *alteration*. *Alterations* to existing *buildings* shall comply with Sections R503.1.1 through R503.1.4.

R503.1.1 Building envelope. Building envelope assemblies that are part of the *alteration* shall comply with Section R402.1.2 or R402.1.4, Sections R402.2.1 through R402.2.12, R402.3.1, R402.3.2, R402.4.3 and R402.4.5.

Exception: The following alterations shall not be required to comply with the requirements for new construction provided that the energy use of the building is not increased:

1. Storm windows installed over existing fenestration.
2. Existing ceiling, wall or floor cavities exposed during construction provided that these cavities are filled with insulation.
3. Construction where the existing roof, wall or floor cavity is not exposed.
4. Roof recover.
5. Roofs without insulation in the cavity and where the sheathing or insulation is exposed during reroofing shall be insulated either above or below the sheathing.
6. Surface-applied window film installed on existing single pane fenestration assemblies to reduce solar heat gain provided that the code does not require the glazing or fenestration assembly to be replaced.

R503.1.1.1 Replacement fenestration. Where some or all of an existing fenestration unit is replaced with a new fenestration product, including sash and glazing, the replacement fenestration unit shall meet the applicable requirements for *U*-factor and SHGC as specified in Table R402.1.3. Where more than one replacement fenestration unit is to be installed, an area-weighted average of the *U*-factor, SHGC or both of all replacement fenestration units shall be an alternative that can be used to show compliance.

R503.1.2 Heating and cooling systems. HVAC ducts newly installed as part of an *alteration* shall comply with Section R403.

Exception: Where ducts from an existing heating and cooling system are extended to an *addition*.

R503.1.3 Service hot water systems. New service hot water systems that are part of the *alteration* shall comply with Section R403.5.

R503.1.4 Lighting. New lighting systems that are part of the *alteration* shall comply with Section R404.1.

Exception: *Alterations* that replace less than 10 percent of the luminaires in a space, provided that such alterations do not increase the installed interior lighting power.

SECTION R504
REPAIRS

R504.1 General. *Buildings*, structures and parts thereof shall be repaired in compliance with Section R501.3 and this section. Work on nondamaged components necessary for the required *repair* of damaged components shall be considered to be part of the *repair* and shall not be subject to the requirements for *alterations* in this chapter. Routine maintenance required by Section R501.3, ordinary repairs exempt from *permit*, and abatement of wear due to normal service conditions shall not be subject to the requirements for *repairs* in this section.

R504.2 Application. For the purposes of this code, the following shall be considered to be *repairs*:

1. Glass-only replacements in an existing sash and frame.
2. Roof *repairs*.

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3. *Repairs* where only the bulb, ballast or both within the existing luminaires in a space are replaced provided that the replacement does not increase the installed interior lighting power.

SECTION R505
CHANGE OF OCCUPANCY OR USE

R505.1 General. Any space that is converted to a dwelling unit or portion thereof from another use or occupancy shall comply with this code.

Exception: Where the simulated performance option in Section R405 is used to comply with this section, the annual energy cost of the *proposed design* is permitted to be 110 percent of the annual energy cost allowed by Section R405.2.

R505.1.1 Unconditioned space. Any unconditioned or low-energy space that is altered to become a *conditioned space* shall comply with Section R502.

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CHAPTER 6 [RE]
REFERENCED STANDARDS

User note:

About this chapter: *This code contains numerous references to standards promulgated by other organizations that are used to provide requirements for materials and methods of construction. Chapter 6 contains a comprehensive list of all standards that are referenced in this code. These standards, in essence, are part of this code to the extent of the reference to the standard.*

This chapter lists the standards that are referenced in various sections of this document. The standards are listed herein by the promulgating agency of the standard, the standard identification, the effective date and title, and the section or sections of this document that reference the standard. The application of the referenced standards shall be as specified in Section R108.

AAMA

American Architectural Manufacturers Association
1827 Walden Office Square
Suite 550
Schaumburg, IL 60173-4268

AAMA/WDMA/CSA 101/I.S.2/A440—17: North American Fenestration Standard/Specification for Windows, Doors, and Skylights
R402.4.3

ACCA

Air Conditioning Contractors of America
1330 Braddock Place, Suite 350
Alexandria, VA 22314

ANSI/ACCA 2 Manual J—2016: Residential Load Calculation
R403.7

ANSI/ACCA 3 Manual S—2014: Residential Equipment Selection
R403.7

APSP

Pool & Tub Alliance (formerly the APSP)
2111 Eisenhower Avenue, Suite 500
Alexandria, VA 22314

ANSI/APSP/ICC 14—2019: American National Standard for Portable Electric Spa Energy Efficiency
R403.11

ANSI/APSP/ICC 15a—2011: American National Standard for Residential Swimming Pool and Spas—Includes Addenda A Approved January 9, 2013
R403.12

ASHRAE

ASHRAE
180 Technology Parkway NW
Peachtree Corners, GA 30092

ASHRAE 193—2010(RA 2014): Method of Test for Determining the Airtightness of HVAC Equipment
R403.3.4.1

ASHRAE—2001: 2001 ASHRAE Handbook of Fundamentals
Table R405.5.2(1)

ASHRAE—2021: ASHRAE Handbook of Fundamentals
R402.1.5

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ASTM

ASTM International
100 Barr Harbor Drive, P.O. Box C700
West Conshohocken, PA 19428-2959

C1363—11: Standard Test Method for Thermal Performance of Building Materials and Envelope Assemblies by Means of a Hot Box Apparatus
R303.1.4.1

E283—2004(2012): Test Method for Determining the Rate of Air Leakage Through Exterior Windows, Curtain Walls and Doors Under Specified Pressure Differences Across the Specimen
R402.4.5

E779—2010(2018): Standard Test Method for Determining Air Leakage Rate by Fan Pressurization
R402.4.1.2

E1554/E1554M—E2013: Standard Test Methods for Determining Air Leakage of Air Distribution Systems by Fan Pressurization
R403.3.5

E1827—: 2011(2017): Standard Test Methods for Determining Airtightness of Building Using an Orifice Blower Door
R402.4.1.2

E2178—2013: Standard Test Method for Air Permanence of Building Materials
R303.1.5

CSA

CSA Group
8501 East Pleasant Valley Road
Cleveland, OH 44131-5516

AAMA/WDMA/CSA 101/I.S.2/A440—17: North American Fenestration Standard/Specification for Windows, Doors and Unit Skylights
R402.4.3

CSA B55.1—2015: Test Method for Measuring Efficiency and Pressure Loss of Drain Water Heat Recovery Units
R403.5.3

CSA B55.2—2015: Drain Water Heat Recovery Units
R403.5.3

DASMA

Door & Access Systems Manufacturers Association
1300 Sumner Avenue
Cleveland, OH 44115-2851

105—2017: Test Method for Thermal Transmittance and Air Infiltration of Garage Doors and Rolling Doors
R303.1.3

HVI

Home Ventilating Institute
1740 Dell Range Blvd, Ste H, PMB 450
Cheyenne, WY 82009

916—18: Airflow Test Procedure
Table R403.6.2

ICC

International Code Council, Inc.
500 New Jersey Avenue NW6th Floor
Washington, DC 20001

ANSI/APSP/ICC 14—2019: American National Standard for Portable Electric Spa Energy Efficiency
R403.11

ANSI/APSP/ICC 15a—2020: American National Standard for Residential Swimming Pool and Spa Energy Efficiency
R403.12

ANSI/RESNET/ICC 301—2019: Standard for the Calculation and Labeling of the Energy Performance of Dwelling and Sleeping Units using an Energy Rating Index
R406.4

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ICC—continued

ANSI/RESNET/ICC 380—2019: Standard for Testing Airtightness of Building, Dwelling Unit and Sleeping Unit Enclosures; Airtightness of Heating and Cooling Air Distribution Systems, and Airflow of Mechanical Ventilation Systems
R402.4.1.2

IBC—21: International Building Code®
R201.3, R303.1.1, R303.2, R402.1.1, R501.4

ICC 400—17: Standard on the Design and Construction of Log Structures
R402.1

ICC 500—2020: ICC/NSSA Standard for the Design and Construction of Storm Shelters
R402.5

IEBC—21: International Existing Building Code®
R501.4

IECC—06: 2006 International Energy Conservation Code®
R202

IECC—09: 2009 International Energy Conservation Code®
R406.2

IECC—15: 2015 International Energy Conservation Code®
Table R406.5

IFC—21: International Fire Code®
R201.3, R501.4

IFGC—21: International Fuel Gas Code®
R201.3, R501.4

IMC—21: International Mechanical Code®
R201.3, R403.3.3, R403.3.4, R403.6, R501.4

IPC—21: International Plumbing Code®
R201.3, R501.4

IPMC—21: International Property Maintenance Code®
R501.4

IPSDC—21: International Private Sewage Disposal Code®
R501.4

IRC—21: International Residential Code®
R201.3, R303.1.1, R303.2, R402.1.1, R402.2.10.1, R403.3.3, R403.3.4, R403.6, R501.4

IEEE

Institute of Electrical and Electronics Engineers, Inc.
3 Park Avenue, 17th Floor
New York, NY 10016-5997

515.1—2012: IEEE Standard for the Testing, Design, Installation and Maintenance of Electrical Resistance Trace Heating for Commercial Applications
R403.5.1.2

NFPA

National Fire Protection Association
1 Batterymarch Park
Quincy, MA 02169-7471

70—20: National Electrical Code
R501.4

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NFRC

National Fenestration Rating Council, Inc.
6305 Ivy Lane, Suite 140
Greenbelt, MD 20770

100—2020: Procedure for Determining Fenestration Products *U*-factors
R303.1.3

200—2020: Procedure for Determining Fenestration Product Solar Heat Gain Coefficient and Visible Transmittance at Normal Incidence
R303.1.3

400—2020: Procedure for Determining Fenestration Product Air Leakage
R402.4.3

RESNET

Residential Energy Services Network, Inc.
P.O. Box 4561
Oceanside, CA 92052-4561

ANSI/RESNET/ICC 301—2019: Standard for the Calculation and Labeling of the Energy Performance of Dwelling and Sleeping Units using an Energy Rating Index
R406.4, R406.7.1, R406.7.6

ANSI/RESNET/ICC 380—2019: Standard for Testing Airtightness of Building, Dwelling Unit and Sleeping Unit Enclosures; Airtightness of Heating and Cooling Air Distribution Systems, and Airflow of Mechanical Ventilation Systems
R402.4.1.2, R403.3.5

UL

UL LLC
333 Pfingsten Road
Northbrook, IL 60062

127—2011: Standard for Factory-Built Fireplaces—with Revisions through July 2016
R402.4.2

515—2015: Standard for Electrical Resistance Trace Heating for Commercial Applications
R403.5.1.2

US-FTC

United States-Federal Trade Commission
600 Pennsylvania Avenue NW
Washington, DC 20580

CFR Title 16 (2015): R-value Rule
R303.1.4

WDMA

Window and Door Manufacturers Association
2025 M Street NW, Suite 800
Washington, DC 20036-3309

AAMA/WDMA/CSA 101/I.S.2/A440—17: North American Fenestration Standard/Specification for Windows, Doors and Skylights
R402.4.3

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APPENDIX RA
BOARD OF APPEALS—RESIDENTIAL

The provisions contained in this appendix are not mandatory unless specifically referenced in the adopting ordinance.

User note:

About this appendix: *Appendix RA provides criteria for board of appeals members. Also provided are procedures by which the board of appeals should conduct its business.*

SECTION RA101
GENERAL

RA101.1 Scope. A board of appeals shall be established within the jurisdiction for the purpose of hearing applications for modification of the requirements of this code pursuant to the provisions of Section R110. The board shall be established and operated in accordance with this section, and shall be authorized to hear evidence from appellants and the code official pertaining to the application and intent of this code for the purpose of issuing orders pursuant to these provisions.

RA101.2 Application for appeal. Any person shall have the right to appeal a decision of the code official to the board. An application for appeal shall be based on a claim that the intent of this code or the rules legally adopted hereunder have been incorrectly interpreted, the provisions of this code do not fully apply or an equally good or better form of construction is proposed. The application shall be filed on a form obtained from the code official within 20 days after the notice was served.

RA101.2.1 Limitation of authority. The board shall not have authority to waive requirements of this code or interpret the administration of this code.

RA101.2.2 Stays of enforcement. Appeals of notice and orders, other than Imminent Danger notices, shall stay the enforcement of the notice and order until the appeal is heard by the board.

RA101.3 Membership of board. The board shall consist of five voting members appointed by the chief appointing authority of the jurisdiction. Each member shall serve for **[INSERT NUMBER OF YEARS]** years or until a successor has been appointed. The board members' terms shall be staggered at intervals, so as to provide continuity. The code official shall be an ex officio member of said board but shall not vote on any matter before the board.

RA101.3.1 Qualifications. The board shall consist of five individuals, who are qualified by experience and training to pass on matters pertaining to building construction and are not employees of the jurisdiction.

RA101.3.2 Alternate members. The chief appointing authority is authorized to appoint two alternate members who shall be called by the board chairperson to hear appeals during the absence or disqualification of a member. Alternate members shall possess the qualifications required for board membership, and shall be appointed for the same term or until a successor has been appointed.

RA101.3.3 Vacancies. Vacancies shall be filled for an unexpired term in the same manner in which original appointments are required to be made.

RA101.3.4 Chairperson. The board shall annually select one of its members to serve as chairperson.

RA101.3.5 Secretary. The chief appointing authority shall designate a qualified clerk to serve as secretary to the board. The secretary shall file a detailed record of all proceedings, which shall set forth the reasons for the board's decision, the vote of each member, the absence of a member and any failure of a member to vote.

RA101.3.6 Conflict of interest. A member with any personal, professional or financial interest in a matter before the board shall declare such interest and refrain from participating in discussions, deliberations and voting on such matters.

RA101.3.7 Compensation of members. Compensation of members shall be determined by law.

RA101.3.8 Removal from the board. A member shall be removed from the board prior to the end of their term only for cause. Any member with continued absence from regular meeting of the board may be removed at the discretion of the chief appointing authority.

RA101.4 Rules and procedures. The board shall establish policies and procedures necessary to carry out its duties consistent with the provisions of this code and applicable state law. The procedures shall not require compliance with strict rules of evidence, but shall mandate that only relevant information be presented.

RA101.5 Notice of meeting. The board shall meet upon notice from the chairperson, within 10 days of the filing of an appeal or at stated periodic intervals.

RA101.5.1 Open hearing. All hearings before the board shall be open to the public. The appellant, the appellant's representative, the code official and any person whose interests are affected shall be given an opportunity to be heard.

RA101.5.2 Quorum. Three members of the board shall constitute a quorum.

RA101.5.3 Postponed hearing. When five members are not present to hear an appeal, either the appellant or the

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appellant's representative shall have the right to request a postponement of the hearing.

RA101.6 Legal counsel. The jurisdiction shall furnish legal counsel to the board to provide members with general legal advice concerning matters before them for consideration. Members shall be represented by legal counsel at the jurisdiction's expense in all matters arising from service within the scope of their duties.

RA101.7 Board decision. The board shall only modify or reverse the decision of the code official by a concurring vote of three or more members.

RA101.7.1 Resolution. The decision of the board shall be by resolution. Every decision shall be promptly filed in writing in the office of the code official within 3 days and shall be open to the public for inspection. A certified copy shall be furnished to the appellant or the appellant's representative and to the code official.

RA101.7.2 Administration. The code official shall take immediate action in accordance with the decision of the board.

RA101.8 Court review. Any person, whether or not a previous party of the appeal, shall have the right to apply to the appropriate court for a writ of certiorari to correct errors of law. Application for review shall be made in the manner and time required by law following the filing of the decision in the office of the chief administrative officer.

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APPENDIX RB

SOLAR-READY PROVISIONS—DETACHED ONE- AND TWO-FAMILY DWELLINGS AND TOWNHOUSES

The provisions contained in this appendix are not mandatory unless specifically referenced in the adopting ordinance.

User note:

About this appendix: *Harnessing the heat or radiation from the sun's rays is a method to reduce the energy consumption of a building. Although Appendix RB does not require solar systems to be installed for a building, it does require the space(s) for installing such systems, providing pathways for connections and requiring adequate structural capacity of roof systems to support the systems.*

SECTION RB101
SCOPE

RB101.1 General. These provisions shall be applicable for new construction where solar-ready provisions are required.

SECTION RB102
GENERAL DEFINITION

SOLAR-READY ZONE. A section or sections of the roof or building overhang designated and reserved for the future installation of a solar photovoltaic or solar thermal system.

SECTION RB103
SOLAR-READY ZONE

RB103.1 General. New detached one- and two-family dwellings, and townhouses with not less than 600 square feet (55.74 m^2) of roof area oriented between 110 degrees and 270 degrees of true north shall comply with Sections RB103.2 through RB103.8.

Exceptions:

1. New residential buildings with a permanently installed on-site renewable energy system.
2. A building where all areas of the roof that would otherwise meet the requirements of Section RB103 are in full or partial shade for more than 70 percent of daylight hours annually.

RB103.2 Construction document requirements for solar-ready zone. Construction documents shall indicate the solar-ready zone.

RB103.3 Solar-ready zone area. The total solar-ready zone area shall be not less than 300 square feet (27.87 m^2) exclusive of mandatory access or setback areas as required by the *International Fire Code*. New townhouses three stories or less in height above grade plane and with a total floor area less than or equal to 2,000 square feet (185.8 m^2) per dwelling shall have a solar-ready zone area of not less than 150 square feet (13.94 m^2). The solar-ready zone shall be composed of areas not less than 5 feet (1524 mm) in width and not less than 80 square feet (7.44 m^2) exclusive of access or setback areas as required by the *International Fire Code*.

RB103.4 Obstructions. Solar-ready zones shall be free from obstructions, including but not limited to vents, chimneys, and roof-mounted equipment.

RB103.5 Shading. The solar-ready zone shall be set back from any existing or new permanently affixed object on the building or site that is located south, east or west of the solar zone a distance not less than two times the object's height above the nearest point on the roof surface. Such objects include, but are not limited to, taller portions of the building itself, parapets, chimneys, antennas, signage, rooftop equipment, trees and roof plantings.

RB103.6 Capped roof penetration sleeve. A capped roof penetration sleeve shall be provided adjacent to a solar-ready zone located on a roof slope of not greater than 1 unit vertical in 12 units horizontal (8-percent slope). The capped roof penetration sleeve shall be sized to accommodate the future photovoltaic system conduit, but shall have an inside diameter of not less than $1^1/_4$ inches (32 mm).

RB103.7 Roof load documentation. The structural design loads for roof dead load and roof live load shall be clearly indicated on the construction documents.

RB103.8 Interconnection pathway. Construction documents shall indicate pathways for routing of conduit or plumbing from the solar-ready zone to the electrical service panel or service hot water system.

RB103.9 Electrical service reserved space. The main electrical service panel shall have a reserved space to allow installation of a dual pole circuit breaker for future solar electric installation and shall be labeled "For Future Solar Electric." The reserved space shall be positioned at the opposite (load) end from the input feeder location or main circuit location.

RB103.10 Construction documentation certificate. A permanent certificate, indicating the solar-ready zone and other requirements of this section, shall be posted near the electrical distribution panel, water heater or other conspicuous location by the builder or registered design professional.

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APPENDIX RC
ZERO ENERGY RESIDENTIAL BUILDING PROVISIONS

The provisions contained in this appendix are not mandatory unless specifically referenced in the adopting ordinance.

User Note:

About this appendix: *This appendix provides requirements for residential buildings intended to result in net zero energy consumption over the course of a year. Where adopted by ordinance as a requirement, Section RC101 language is intended to replace Section R401.2.*

SECTION RC101
COMPLIANCE

RC101.1 Compliance. Existing residential buildings shall comply with Chapter 5. New residential buildings shall comply with Section RC102.

SECTION RC102
ZERO ENERGY RESIDENTIAL BUILDINGS

RC102.1 General. New *residential buildings* shall comply with Section RC102.2.

RC102.2 Energy Rating Index zero energy score. Compliance with this section requires that the rated design be shown to have a score less than or equal to the values in Table RC102.2 when compared to the Energy Rating Index (ERI) reference design determined in accordance with RESNET/ICC 301 for both of the following:

1. ERI value not including on-site power production (OPP) calculated in accordance with RESNET/ICC 301.
2. ERI value including on-site power production calculated in accordance with RESNET/ICC 301 with the OPP in Equation 4.1.2 of RESNET/ICC 301 adjusted in accordance with Equation RC-1.

Adjusted OPP = OPP + CREF + REPC **(Equation RC-1)**

where:

CREF = Community Renewable Energy Facility power production—the yearly energy, in kilowatt hour equivalent (kWheq), contracted from a community renewable energy facility that is qualified under applicable state and local utility statutes and rules, and that allocates bill credits to the rated home.

REPC = Renewable Energy Purchase Contract power production—the yearly energy, in kilowatt hour equivalent (kWheq), contracted from an energy facility that generates energy with photovoltaic, solar thermal, geothermal energy or wind systems, and that is demonstrated by an energy purchase contract or lease with a duration of not less than 15 years.

TABLE RC102.2
MAXIMUM ENERGY RATING INDEX[a]

CLIMATE ZONE	ENERGY RATING INDEX NOT INCLUDING OPP	ENERGY RATING INDEX INCLUDING ADJUSTED OPP (as proposed)
1	43	0
2	45	0
3	47	0
4	47	0
5	47	0
6	46	0
7	46	0
8	46	0

a. The building shall meet the requirements of Table R406.2, and the building thermal envelope shall be greater than or equal to the levels of efficiency and SHGC in Table R402.1.2 or R402.1.3 of the 2015 *International Energy Conservation Code*.

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EDITORIAL CHANGES – SECOND PRINTING

Page C3-20, **TABLE C301.1—continued:** column 1, row 41 now reads . . . 4B Catron

Page C3-36, **Section C303.1.3:** paragraph 3, lines 10 through 12 now read . . . from Table C303.1.3(3). For Tubular Daylighting Devices, VT_{annual} shall be measured and rated in accordance with NFRC 203.

Page C4-3, **TABLE C402.1.3:** column 13, row 18, line 2 now reads . . . 48

Page C4-3, **TABLE C402.1.3:** column 14, row 18, line 2 now reads . . . 24

Page C4-4, **TABLE C402.1.4:** column 1, row 7 now reads . . . Mass[f]

Page C4-4, **TABLE C402.1.4:** column 1, row 18 now reads . . . Heated slabs

Page C4-4, **TABLE C402.1.4:** column 1, row 21 now reads . . . Swinging door[g]

Page C4-4, **TABLE C402.1.4:** column 1, row 22 now reads . . . Garage door < 14% glazing[h]

Page C4-4, **TABLE C402.1.4:** Note f has been deleted

Page C4-4, **TABLE C402.1.4:** Note f now reads . . . f.“ Mass walls” shall be in accordance with Section C402.2.2.

Page C4-4, **TABLE C402.1.4:** Note g now reads . . . g. Swinging door *U*-factors shall be determined in accordance with NFRC-100.

Page C4-4, **TABLE C402.1.4:** Note h now reads . . . h. Garage doors having a single row of fenestration shall have an assembly *U*-factor less than or equal to 0.44 in Climate Zones 0 through 6 and less than or equal to 0.36 in Climate Zones 7 and 8, provided that the fenestration area is not less than 14 percent and not more than 25 percent of the total door area.

Page C4-7, **TABLE C402.3:** row 1 now reads . . . Three-year-aged solar reflectance[b] of 0.55 and 3-year aged thermal emittance[c] of 0.75

Page C4-10, **Section C402.4.4:** line 5 now reads . . . sidelit *daylight* zones.

Page C4-13, **Section C402.5.11.1:** line 2 now reads . . . comply with Section C403.14.

Page C4-37. **Section C403.4.2.3:** line 2 now reads . . . and stop controls shall be provided for each HVAC

Page C4-44. **Section C403.7.4.2:** Exception 6, line 3 now reads . . . 0, 3C, 4C, 5B, 5C, 6B, 7 and 8.

Page C4-50. new section added and now reads . . .

C403.10.6 Heat recovery for space conditioning in healthcare facilities. Where heating water is used for space heating, a condenser heat recovery system shall be installed provided that all of the following are true:

1. The building is a Group I-2, Condition 2 occupancy.
2. The total design chilled water capacity for the Group I-2,Condition 2 occupancy, either air cooled or water cooled, required at cooling design conditions exceeds 3,600,000 Btu/h (1100 kw) of cooling.
3. Simultaneous heating and cooling occurs above 60°F (16°C) outdoor air temperature.

The required heat recovery system shall have a cooling capacity that is not less than 7 percent of the total design chilled water capacity of the Group I-2, Condition 2 occupancy at peak design conditions.

Exceptions:

1. Buildings that provide 60 percent or more of their reheat energy from on-site renewable energy or site-recovered energy.
2. Buildings in Climate Zones 5C, 6B, 7 and 8.

Page C4-58, **TABLE C404.5.2.1:** column 8, row 2 now reads . . . PE-RT SDR 9

Page C4-60, **Section C405.2.1.2:** Item 2, lines 3 and 4 now read . . . unoccupied setpoint of not more than 50 percent of full power within 20 minutes after all

Page C4-60, **Section C405.2.1.4:** lines 3 and 4 now read . . . uniformly reduce lighting power to an occupied setpoint not more than 50 percent of full power within

Page C4-62, **Section C405.2.4.2:** Item 3, lines 7 through 9 now read . . . tration to the nearest full height wall, or up to 0.5 times the height from the floor to the top of the fenestration, whichever is less, as indicated

Page C4-63, **FIGURE C405.2.4.2(1)** now reads as shown

Page C4-72, **Section C405.9.2.1** now reads . . . **C405.9.2.1 Energy recovery.** Escalators shall be designed to recover electrical energy when resisting overspeed in the down direction.

Page C4-78, **Section C406.3:** section title now reads . . . **C406.3 Reduced lighting power.**

Page C4-80, **TABLE C406.1(4):** column 11, row 6 now reads . . . 1

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Page C-4-83, **TABLE C406.12(2):** column 4 now reads . . .

IDLE ENERGY RATE
400 watts
530 watts
670 watts
800 watts
6,250 Btu/h
8,350 Btu/h
10,400 Btu/h
12,500 Btu/h

Page C4-84, **TABLE C406.12(3):** column 2, row 3 now reads . . . ≤ .50 kW

Page C4-84, **TABLE C406.12(3):** column 2, row 4 now reads . . . ≤ .70 kW

Page C4-84, **Section C407.2:** Item 2, line 1 now reads . . . 2. An annual energy cost that is less than or equal to 80

Page R2-2, definition **HIGH-EFFICACY LIGHT SOURCES** now reads . . .

HIGH-EFFICACY LIGHT SOURCES. Any lamp with an efficacy of not less than 65 lumens per watt, or luminaires with an efficacy of not less than 45 lumens per watt.

Page R3-20, **TABLE R301.1—continued:** column 1, row 41 now reads . . . 4B Catron

Page R4-2, **TABLE R402.1.2:** column 4, row 7 now reads . . . 0.40

Page R4-3, **TABLE R402.1.3:** column 6 now reads . . .

WOOD FRAME WALL *R*-VALUE[g]
13 or 0&10ci
13 or 0&10ci
13 or 0&10ci
20 or 13&5ci[h] or 0&15ci[h]
30 or 20&5ci[h] or 13&10ci[h] or 0&20ci[h]
30 or 20&5ci[h] or 13&10ci[h] or 0&20ci[h]
30 or 20&5ci[h] or 13&10ci[h] or 0&20ci[h]
30 or 20&5ci[h] or 13&10ci[h] or 0&20ci[h]

Page R4-3, **TABLE R402.1.3:** column 9, row 7 now reads . . . 15ci or 19 or 13&5ci

Page R4-3, **TABLE R402.1.3:** column 11, row 7 now reads . . . 15ci or 19 or 13&5ci

Page R4-3, **TABLE R402.1.3:** column 9, row 8 now reads . . . 15ci or 19 or 13&5ci

Page R4-3, **TABLE R402.1.3:** column 11, row 8 now reads . . . 15ci or 19 or 13&5ci

Page R4-3, **TABLE R402.1.3:** column 9, row 9 now reads . . . 15ci or 19 or 13&5ci

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Page R4-3, **TABLE R402.1.3:** column 11, row 9 now reads . . . 15ci or 19 or 13&5ci

Page R4-3, **TABLE R402.1.3:** Note c, line 2 now reads . . . 19 or 13&5ci" means R-15 continuous insulation (ci) on the interior or exterior surface of the wall; or R-19 cavity insulation on the interior side of the wall;

Page R4-3, **TABLE R402.1.3:** Note g, line 1 now reads . . . g. The first value is cavity insulation; the second value is continuous insulation. Therefore, as an example, "13&5" means R-13 cavity insulation plus R-5

Page R4-4, **Section R402.2.1** title now reads . . . **R402.2.1 Ceilings with attics.**

Page R4-4, **Section R402.2.1:** lines 8 and 9 now read . . . ceiling or attic, installing R-49 over 100 percent of the ceiling or attic area requiring insulation shall satisfy the

Page R4-4, **Section R402.2.4.1:** lines 8 through 10 now read . . . a wood-framed or equivalent baffle, retainer, or dam shall be installed to prevent loose-fill insulation from spilling into living space from higher to lower sections

Page R4-7, **TABLE R402.4.1.1:** column 2, row 9, lines 1 and 2 now read . . . Duct and flue shafts to exterior or unconditioned space shall be sealed.

Page R4-9, **Section R402.4.1.2:** Exception 2, lines 8 and 9 now read . . . 0.2 inch w.g. (50 Pa), shall be permitted in all climate zones for:

Page R4-11, **Section R403.3.5:** new paragraph added after Item 2 now reads . . . A written report of the results of the test shall be signed by the party conducting the test and provided to the *code official*.

Page R4-11, **Section R403.3.5:** Exception line 2 now reads . . . required for ducts serving ventilation systems that are

Page R4-12, **Section R403.6** now reads . . .**R403.6 Mechanical ventilation.** The *buildings* complying with Section R402.4.1 shall be provided with ventilation that complies with the requirements of Section M1505 of the *International Residential Code* or *International Mechanical Code*, as applicable, or with other *approved* means of *ventilation*. Outdoor air intakes and exhausts shall have automatic or gravity dampers that close when the *ventilation* system is not operating.

Page R4-13, **Section R404.1.1:** line 3 now reads . . . C405.5.

Page R4-13, **Section R405.2:** Item 2, line 1 now reads . . . The building thermal envelope shall be greater than

Page R4-13, **Section R405.3.2:** paragraph 2, line 2 now reads . . . dance with Sections R405.3.2.1 and R405.3.2.2.

Page R4-14, **TABLE R405.2:** column 1, row 28 now reads . . . R404.2

Page R4-16, **TABLE R405.4.2(1)—continued:** column 2, row 6, line 7 now reads . . . e_f = the minimum fan efficacy, as specified in Table 403.6.2,

Page R4-17, **TABLE R405.4.2(1)—continued:** column 2, row 2, line 2 now reads . . . Use, in units of gal/day = $25.5 + (8.5 \times N_{br})$

Page R4-17, **TABLE R405.4.2(1)—continued:** column 3, row 9, line 2 now reads . . .

Duct location: as proposed. Duct insulation: as proposed. As tested or, where not tested, as specified in Table R405.4.2(2).

Page R4-18, **Section R405.5.1:** Item 2 line 4 now reads . . . dance with Section R403.7.

Page R4-19, **TABLE R406.2:** column 1, row 27 now reads . . . R404.2

Page R4-19, **Section R406.3.2:** line 6 now reads . . . R402.1.4 of the 2018 *International Energy Conservation*

Page R4-21, **Section R408.2.3:** Item 1, line 1 now reads . . . 1. Greater than or equal to 0.82 EF fossil fuel service

Page Appendix RC-1, **TABLE RC102.2:** Note a, lines 3 and 4 now read . . . efficiency and SHGC in Table R402.1.2 or R402.1.3 of the 2015 *International Energy Conservation Code*.

For the complete errata history of this code, please visit: https://www.iccsafe.org/errata-central/

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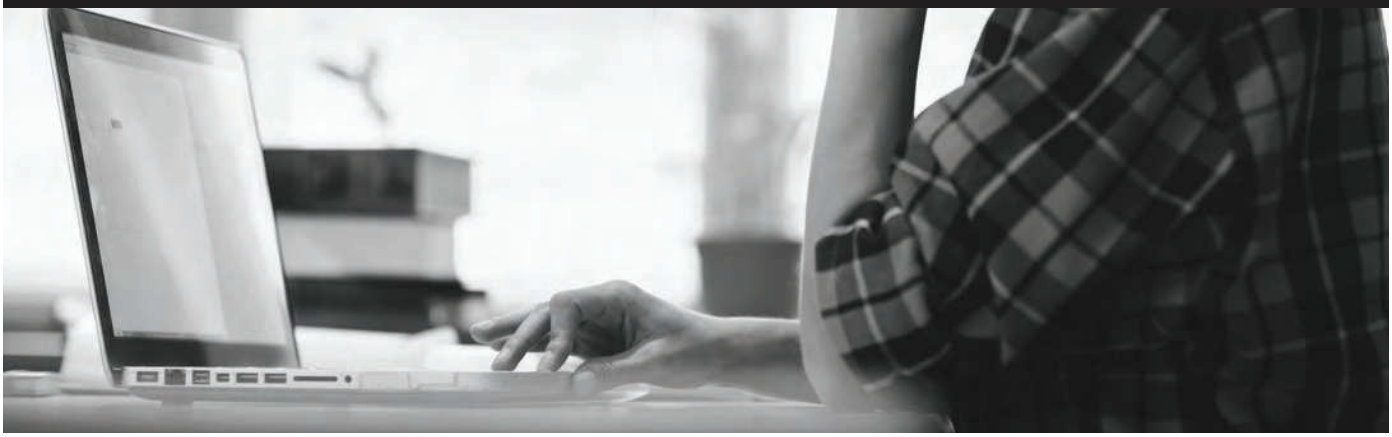

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City Clerk's Office Item # S2

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: June 22, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Clyde Bishop, City Clerk

FROM: Harley Gifford, Deputy City Attorney

SUBJECT: AN ORDINANCE AMENDING CHAPTER 12 OF TITLE IV OF THE PUEBLO MUNICIPAL CODE BY ADOPTING BY REFERENCE THE 2021 INTERNATIONAL ENERGY CONSERVATION CODE; AMENDING SECTIONS 4-2-1 AND 4-2-2 OF THE PUEBLO MUNICIPAL CODE TO REFLECT THE RELOCATION OF THE INTERNATIONAL ENERGY CONSERVATION CODE; AMENDING SECTION 4-1-2 OF THE PUEBLO MUNICIPAL CODE; AND PROVIDING PENALTIES AND REMEDIES FOR THE VIOLATION THEREOF

SUMMARY:

Attached is an Ordinance amending Chapter 12 of Title IV of the Pueblo Municipal Code by adopting by reference the 2021 International Energy Conservation Code. Sections C110 (Board of Appeals) and R110 (Means of Appeals) of the 2021 International Energy Conservation Code are not adopted and are expressly deleted, consistent with the existing administrative framework of the Pueblo Municipal Code, with appeals from any decision of the Building Official to be heard by the Building Board of Appeal in accordance with Sections 15(d) and 18 of the Intergovernmental Agreement for the Operation of the Southern Colorado Building Department. The Ordinance also amends Sections 4-2-1 and 4-2-2 of the Pueblo Municipal Code to remove the existing reference to the International Energy Conservation Code in Chapter 2 of Title IV (which currently bundles that code with the International Building Code) and to repeal the existing local amendments to the International Energy Conservation Code, and amends Section 4-1-2 of the Pueblo Municipal Code to reflect the relocation. Adoption of the 2021 International Building Code under Ordinance No. 10466 is unaffected by this Ordinance.

This Ordinance is the second of two related Ordinances. The companion Ordinance, adopting the 2025 Colorado Model Electric Ready and Solar Ready Code and creating Chapter 12 of Title IV of the Pueblo Municipal Code, was previously introduced to City Council. Adoption of both Ordinances brings the City into compliance with the energy code mandate at C.R.S. § 31-15-602(3.5)(a), which requires municipalities updating any building code between July 1, 2023 and June 30, 2026 to adopt an energy code

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achieving equivalent or better performance than both the 2021 International Energy Conservation Code and the model electric ready and solar ready code language adopted by the Colorado Energy Code Board.

PREVIOUS COUNCIL ACTION:

On May 22, 2023, City Council approved Ordinance No. 10466, which amended Chapter 2 of Title IV of the Pueblo Municipal Code to adopt by reference the 2021 International Building Code, the 2021 International Energy Conservation Code, and the 2021 International Existing Building Code, with local amendments. This Ordinance repeals the local amendments to the 2021 International Energy Conservation Code and re-adopts that code without amendment in Chapter 12 of Title IV. Adoption of the 2021 International Building Code under Ordinance No. 10466 is unaffected by this Ordinance.

BACKGROUND:

In 2022, the Colorado General Assembly enacted House Bill 22-1362, codified in part at C.R.S. § 31-15-602(3.5)(a), directing municipalities and counties that update any building code between July 1, 2023 and June 30, 2026 to adopt an energy code achieving equivalent or better energy performance than the 2021 International Energy Conservation Code and the model electric ready and solar ready code language adopted by the Colorado Energy Code Board.

The City currently has the 2021 International Energy Conservation Code adopted by reference under Ordinance No. 10466 (May 22, 2023) with local amendments, codified at Section 4-2-2 of the Pueblo Municipal Code. This Ordinance repeals those local amendments and re-adopts the 2021 International Energy Conservation Code in Chapter 12 of Title IV. The Ordinance carries forward, in new Section 4-12-2(b) of the Pueblo Municipal Code, the existing express deletion of Sections C110 (Board of Appeals) and R110 (Means of Appeals) of the International Energy Conservation Code, with appeals to be heard by the Building Board of Appeal in accordance with Sections 15(d) and 18 of the Intergovernmental Agreement for the Operation of the Southern Colorado Building Department. New Section 4-12-2(c) specifies that the placeholder for the adopting jurisdiction in Sections C101.1 and R101.1 of the 2021 International Energy Conservation Code is to read “City of Pueblo, Colorado.” Both administrative amendments are administrative in nature and do not affect the energy performance of the code as adopted, and the Ordinance therefore satisfies the equivalent-or-better-performance standard at C.R.S. § 31-15-602(3.5)(a) with respect to the 2021 International Energy Conservation Code component of the dual performance requirement.

The Ordinance follows the procedures for adoption of codes by reference set forth at C.R.S. §§ 31-16-201 through 31-16-208 (“Part 2”), including the dual mayor-and-clerk certification of code copies under C.R.S. § 31-16-206 and the two-publication notice rule under C.R.S. § 31-16-203. The penalty provisions for violation of the 2021 International Energy Conservation Code as adopted by this Ordinance are set forth in full in Section 4-12-4 of the Pueblo Municipal Code, as enacted by the companion Ordinance and as expanded by this Ordinance, in compliance with C.R.S. § 31-16-204.

Chapter 12 of Title IV of the Pueblo Municipal Code, as amended by this Ordinance, will

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be enforced by the Southern Colorado Building Department under the Intergovernmental Agreement for the Operation of the Southern Colorado Building Department (Ordinance No. 11081, effective January 1, 2026), consistent with the Department's authority to enforce all building codes adopted by the City as set forth in Section 4-1-2 of the Pueblo Municipal Code as amended by Ordinance No. 11082 (effective November 26, 2025).

FINANCIAL IMPLICATIONS:

Adoption of this Ordinance, together with the previously adopted companion Ordinance, qualifies the City for grant funding under the Colorado Energy Office's building electrification and energy code adoption grant program at C.R.S. § 24-38.5-403, which provides up to two million dollars per qualifying jurisdiction to offset the costs of code adoption and enforcement. The City may apply for grant funding subsequent to adoption of this Ordinance.

The Ordinance imposes no direct cost on the City and no fee changes for permit applicants beyond those independently set by the Southern Colorado Building Commission and approved by the City and Town of Boone under the Intergovernmental Agreement.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance. The Southern Colorado Building Commission has not been asked for a formal recommendation; the code adopted by the Ordinance is the code the State of Colorado has identified for adoption to comply with C.R.S. § 31-15-602(3.5)(a), and the structural choice of placing the code in Chapter 12 of Title IV is a matter of municipal code organization rather than building code substance.

STAKEHOLDER PROCESS:

The Ordinance will be the subject of a public hearing as required by C.R.S. § 31-16-203. Notice of the public hearing will be published twice in a newspaper of general circulation in the City, with the first publication at least fifteen days before the hearing and the second at least eight days before the hearing. A certified true copy of the 2021 International Energy Conservation Code, signed by the Mayor and the City Clerk, will be filed in the office of the City Clerk at least fifteen days before the public hearing and will be open to public inspection.

ALTERNATIVES:

If this Ordinance is not approved, the City's existing local amendments to the 2021 International Energy Conservation Code under Ordinance No. 10466 (May 22, 2023) remain in force. Those amendments may not satisfy the equivalent-or-better-performance standard at C.R.S. § 31-15-602(3.5)(a) when measured against the unamended 2021 International Energy Conservation Code, exposing the City to potential challenge that the existing code does not comply with state law. The City would also remain ineligible for the Colorado Energy Office grant program at C.R.S. § 24-38.5-403 notwithstanding adoption of the companion Ordinance. Continued non-compliance does not carry an immediate penalty under state law but is inconsistent with the City's general obligation under Charter Section 3-5(i) to faithfully execute and comply with all laws of the State of Colorado that apply to the City.

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RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. Ordinance
2. Amended 2021 IECC City of Pueblo

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ORDINANCE NO. 11199

AN ORDINANCE AMENDING CHAPTER 12 OF TITLE IV OF THE PUEBLO MUNICIPAL CODE BY ADOPTING BY REFERENCE THE 2021 INTERNATIONAL ENERGY CONSERVATION CODE PUBLISHED BY THE INTERNATIONAL CODE COUNCIL, INC.; AMENDING SECTIONS 4-2-1 AND 4-2-2 OF THE PUEBLO MUNICIPAL CODE TO REFLECT THE RELOCATION OF THE INTERNATIONAL ENERGY CONSERVATION CODE; AMENDING SECTION 4-1-2 OF THE PUEBLO MUNICIPAL CODE; AND PROVIDING PENALTIES AND REMEDIES FOR THE VIOLATION THEREOF

WHEREAS, the City of Pueblo, Colorado is a home rule municipality organized and existing under Article XX of the Colorado Constitution, which vests in home rule municipalities plenary authority over matters of local concern, including the adoption and enforcement of building codes; and

WHEREAS, the General Assembly of the State of Colorado enacted House Bill 22-1362 in 2022, codified in part at C.R.S. § 31-15-602(3.5)(a), which requires the governing body of any municipality that updates any building code between July 1, 2023 and June 30, 2026 to adopt an energy code that achieves equivalent or better energy performance than the 2021 International Energy Conservation Code and the model electric ready and solar ready code language adopted by the Colorado Energy Code Board; and

WHEREAS, the 2021 International Energy Conservation Code is published by the International Code Council, Inc., 500 New Jersey Avenue NW, 6th Floor, Washington, D.C. 20001, and was previously adopted by reference by the City pursuant to Ordinance No. 10466 (May 22, 2023), which adoption included local amendments codified at Section 4-2-2 of the Pueblo Municipal Code; and

WHEREAS, the City Council finds it appropriate to repeal the existing local amendments to the 2021 International Energy Conservation Code and re-adopt that code by reference in Chapter 12 of Title IV of the Pueblo Municipal Code, in order to fully satisfy the dual performance requirement of C.R.S. § 31-15-602(3.5)(a); and

WHEREAS, the City Council finds it appropriate to expressly delete Sections C110 (Board of Appeals) and R110 (Means of Appeals) of the 2021 International Energy Conservation Code, consistent with the longstanding administrative framework of Pueblo Municipal Code Section 4-2-1, with appeals from any decision of the Building Official under the 2021 International Energy Conservation Code to be heard by the Building Board of Appeal established under Section 15(d) of the Intergovernmental Agreement for the Operation of the Southern Colorado Building Department in accordance with the procedures set forth in Section 18 of that Agreement, and to specify that the placeholder for the adopting jurisdiction in Sections C101.1 and R101.1 of the 2021 International Energy Conservation Code shall be deemed to read “City of Pueblo, Colorado,” neither

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of which administrative amendments affects the energy performance of the code as adopted; and

WHEREAS, the procedures and requirements for adoption of codes by reference set forth at C.R.S. §§ 31-16-201 through 31-16-208 have been complied with, including the filing of a certified true copy of the 2021 International Energy Conservation Code in the office of the City Clerk at least fifteen days preceding the public hearing on this Ordinance, and the publication of notice of the public hearing twice in a newspaper of general circulation in the City of Pueblo as required by C.R.S. § 31-16-203; and

WHEREAS, the penalty clauses applicable to violations of the code adopted by reference in this Ordinance are set forth in full in Section 4-12-4 of the Pueblo Municipal Code as expanded by this Ordinance, as required by C.R.S. § 31-16-204; NOW, THEREFORE,

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

SECTION 1.

Section 4-12-2 of the Pueblo Municipal Code, currently reading "Reserved," is amended to read as follows:

Sec. 4-12-2. Adoption of 2021 International Energy Conservation Code by reference.

(a) The 2021 International Energy Conservation Code, published by the International Code Council, Inc., 500 New Jersey Avenue NW, 6th Floor, Washington, D.C. 20001, is hereby adopted by reference as the energy conservation code of the City of Pueblo. One copy of the 2021 International Energy Conservation Code, certified to be a true copy by the Mayor and the City Clerk, is on file in the office of the City Clerk and is open to public inspection. After the effective date of this Ordinance, a copy may be kept in the office of the Building Official as the chief enforcement officer in lieu of the office of the City Clerk.

(b) Notwithstanding the adoption by reference in subsection (a), Sections C110, entitled "Board of Appeals," and R110, entitled "Means of Appeals," of the 2021 International Energy Conservation Code are not adopted and are expressly deleted. Appeals from any decision of the Building Official under the 2021 International Energy Conservation Code shall be filed with and decided by the Building Board of Appeal established under Section 15(d) of the Intergovernmental Agreement for the Operation of the Southern Colorado Building Department, in accordance with the procedures set forth in Section 18 of that Agreement.

(c) The name of the jurisdiction for purposes of Sections C101.1 and R101.1 of the 2021 International Energy Conservation Code is "City of Pueblo, Colorado."

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SECTION 2.

Section 4-12-4 of the Pueblo Municipal Code, entitled “Penalties,” is amended to read as follows:

(a) Any person, firm, or corporation that violates any provision of the **2021 International Energy Conservation Code or the** 2025 Colorado Model Electric Ready and Solar Ready Code as adopted by this Chapter, or any administrative provision related thereto, commits an offense punishable as provided in Section 1-2-1 of this Code. Each day during which a violation continues constitutes a separate offense.

Subsections (b) and (c) of Section 4-12-4 are unchanged.

SECTION 3.

Section 4-2-1 of the Pueblo Municipal Code is amended to read as follows:

Sec. 4-2-1. International Building Code; adoption by reference.

(a) The International Building Code, 2021 edition, promulgated and published by the International Code Council, Inc., 4051 Flossmoor Road, Country Club Hills, IL 60478, together with the following Appendices: Appendix C (Group U Agricultural Buildings); Appendix H (Signs); and Appendix I (Patio Covers), hereinafter collectively referred to as the “International Building Code” or “I.B.C.,” [together with the minor codes entitled “International Energy Conservation Code,” 2021 Edition, promulgated and published by the International Code Council, Inc., 4051 Flossmoor Road, Country Club Hills, IL 60478, hereinafter referred to as the “I.E.C.C.,”] and the International Existing Building Code 2021 Edition, promulgated and published by the International Code Council, Inc., 4051 Flossmoor Road, Country Club Hills, IL 60478, hereinafter referred to as the “I.E.B.C.,” as amended by this Chapter, are adopted by reference; provided, however, that [Sections C110, entitled “Board of Appeals,” and R110, entitled “Means of Appeals” of the I.E.C.C. are not adopted and are expressly deleted. In addition,]Sections 112 entitled “Means of Appeals,” 406 entitled “Electrical,” 408 entitled “Plumbing,” 808 entitled “Plumbing”,” 806 entitled “Electrical,” 1007 “Electrical” and 1009 entitled “Plumbing” of the I.E.B.C. are expressly deleted.

(b) Copies of the I.B.C., I.E.B.C. [and I.E.C.C.] are available in the office of the Southern Colorado Building Department for distribution and sale to the public. The erection, construction, enlargement, alteration, repair, moving, removal, demolition, conversion, occupancy, equipment, use, height, area and maintenance of all buildings and structures within the City shall be in compliance with the terms and provisions of this Chapter and the I.B.C., I.E.B.C. [and the I.E.C.C.].

SECTION 4.

Section 4-2-2 of the Pueblo Municipal Code is amended by repealing in their entirety the title and subsections (y), (z), (aa), (bb), and (cc) thereof, and amending the section heading, to read as follows:

Sec. 4-2-2. Amendments, IBC [and IECC].
Subsections (a) through (x) of Section 4-2-2, containing amendments to the International Building Code, remain unchanged and in full force and effect. The following subsections are repealed:

[(y) IECC Table C402.1.3, entitled “Opaque Thermal Envelope Insulation Component Minimum Requirements, R-Value Method” is amended to read as follows:

	5 AND MARINE 4	**5 AND MARINE 4**
	All Other	**Group R**
Insulation entirely above roof deck	R-30ci	R-30ci
Metal buildings	R-19 + R-11 LS	R-19 + R-11 LS
Attic and other	R-38	R-49
	Walls, above grade	**Walls, above grade**
Mass	R-11.4ci	R-13.3ci
Metal building	R-13 + 13ci	R-13 + R-13ci
Metal framed	R-13 + R7.5ci	R-13 + R-7.5ci
Wood framed and other	R-13 + R-3.8ci or R20	R-13 + R-7.5ci or R-20 + R-3.8ci
	Walls, below grade	**Walls, below grade**
Below-grade wall	R-7.5ci	R-7.5ci
	Floors	**Floors**
Mass	R-10ci	R-12ci
Joist/framing	R-30	R-30
	Slab-on-grade floors	**Slab-on-grade floors**
Unheated slabs	R-10 for 24" below	R-10 for 24" below
Heated slabs	R-15 for 36" below + R-5 full slab	R-15 for 36" below + R-5 full slab

]

[(z) IECC Table C402.4 entitled “Building Envelope Fenestration Maximum U-Factor and SHGC Requirements”, is amended to read as follows:

CLIMATE ZONE	**5 AND MARINE 4**
Vertical fenestration	**Vertical fenestration**
U-factor	**U-factor**
Fixed fenestration	.38

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Operable Fenestration	0.45
Entrance doors	.77

]

[(aa) Table R402.1.2, entitled “Maximum Assembly U-Factors a and Fenestration Requirements” of the IECC is amended to read as follows:

Climate Zone	Fenestration U-Factor f	Skylight U-Factor	Glazed Fenestration SHGC d	Ceiling U-Factor	Wood Frame Wall U-Factor	Mass Wall U-Factor b	Floor U-Factor	Basement Wall U-Factor	Crawl Space Wall U-Factor
5 And Marine 4	0.32	0.55	0.40	0.026	0.06	0.082	0.033	0.050	0.055

Footnotes:

a. Nonfenestration U-factors shall be obtained from measurement, calculation or an approved source.

b. Mass wall shall be in accordance with Section 402.2.5 where more than half of the insulation is on the interior, the mass wall U-factors shall not exceed 0.065 in Climate Zone 5 and Marine 4.

d. The SHCG column applies to all glazed fenestration.

f. A maximum U-factor of 0.32 shall apply in Climate Zone 5-8 to vertical fenestration products installed in buildings located above 4,000 feet in elevation above sea level.**]**

[(bb) Table R402.1.3, entitled “Insulation Minimum R-Values and Fenestration Requirements by Components” of the IECC is amended to read as follows:

Climate Zone	Fenestration U-Factor b, i	Skylight U-Factor b	Glazed Fenestration SHGC b	Ceiling U-Factor	Wood Frame Wall U-Factor g	Mass Wall U-Factor h	Floor U-Factor	Basement Wall R-Value c,g	Slab R-Value & Depth d	Crawl Space Wall U-Factor c,g
5 And Marine 4	0.32 i	0.55	0.40	49	20 h or 13 + 5ci h	13/17	30	15ci or 19 or 13 & 5ci	2f	15ci or 19 or 13 & 5ci

Footnotes:

a. Nonfenestration U-factors shall be obtained from measurement, calculation or an approved source.

b. The fenestration U-factor columns excludes skylights. The SHGC applies to all glazed fenestration.

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c. “5ci or 13” means R-5 continuous insulation (ci) on the interior or exterior surface of the wall or R-13 cavity insulation on the interior side of the wall. “10ci or 13” means R-10 continuous insulation (ci) on the interior or exterior surface of the wall or R-13 cavity insulation on the interior side of the wall. “15ci or 19 or 13&5ci” means R-15 continuous insulation (ci) on the interior or exterior surface of the wall; or R-19 cavity insulation on the interior side of the wall; or R-13 cavity insulation on the interior of the wall in addition to R-5 continuous insulation on the interior or exterior surface of the wall.

d. R-5 insulation shall be provided under the full slab area of a heated slab in addition to the required slab edge insulation R-value for slabs as indicated in the table. The slab-edge insulation for heated slabs shall not be required to extend below the slab.

g. The first value is cavity insulation; the second value is continuous insulation. Therefore, as an example, “13&5” means R-13 cavity insulation plus R-5 continuous insulation.

h. Mass walls shall be in accordance with Section R402.2.5. The second R-value applies where more than half (0.5) of the insulation is on the interior of the mass wall.

i. A maximum U-factor of 0.32 shall apply in Climate Zones 3 through 8 to vertical fenestration products installed in buildings located above four thousand feet (4,000 ft) in elevation.**]**

[(cc) Section R404.1, entitled “Lighting equipment”, of the IECC is amended to read as follows:

R404.1 Lighting equipment. Not less than ninety percent (90%) of all permanently installed fixtures, excluding kitchen appliance lighting fixtures, shall contain high-efficiency lighting sources.**]**

SECTION 5.

Section 4-1-2(f) of the Pueblo Municipal Code is amended to read as follows:

(f) *Minor or secondary codes* means any other building code which is adopted by reference, directly or indirectly, in whole or in part by ordinance or by express provisions of a major code including without limitation, the Unsafe Structures Regulations, Chapter 7 of this Title, herein Unsafe Structures Regulations; the International Property Maintenance Code as adopted with amendments by Chapter 1 of Title VIII of this Code, herein International Property Maintenance Code; and the International Energy Conservation Code **as adopted by Chapter 12 of this Title, herein International Energy Conservation Code**; and the Colorado Model Electric Ready and Solar Ready Code as adopted by Chapter 12 of this Title, herein Colorado Model Electric Ready and Solar Ready Code.

SECTION 6.

Section 4-6-2 of the Pueblo Municipal Code is amended by repealing in their entirety the title and subsections (o), (p), and (q) thereof, and amending the section heading, to read as follows:

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Sec. 4-6-2. Amendments.

Subsections (a) through (n) of Section 4-6-2, containing amendments to the International Residential Code, remain unchanged and in full force and effect. The following subsections are repealed:

[(o) Table R1102.1.2 (R402.1.2), entitled "Maximum Assembly U-Factors a and Fenestration Requirements" is amended to read as follows:

Climate Zone	Fenestration U-Factor f	Skylight U-Factor	Glazed Fenestration SHGC d,e	Ceiling U-Factor	Wood Frame Wall U-Factor	Mass Wall U-Factor b	Floor U-Factor	Basement Wall U-Factor	Crawl Space Wall U-Factor
5 And Marine 4	0.32	0.55	0.40	0.026	0.06	0.082	0.033	0.050	0.055

Footnotes:

a. Nonfenestration U-factors shall be obtained from measurement, calculation or an approved source.

b. Mass wall shall be in accordance with Section 402.2.5 where more than half of the insulation is on the interior, the mass wall U-factors shall not exceed 0.065 in Climate Zone 5 and Marine 4.

d. The SHCG column applies to all glazed fenestration.

f. A maximum U-factor of 0.32 shall apply in Climate Zone 5-8 to vertical fenestration products installed in buildings located above 4,000 feet in elevation above sea level.**]**

[(p) Table N1102.1.3 (R402.1.3), entitled "Insulation Minimum R-Values and Fenestration Requirements by Components" a is amended to read as follows:

Climate Zone	Fenestration U-Factor b, i	Skylight U-Factor b	Glazed Fenestration SHGC b,e	Ceiling U-Factor	Wood Frame Wall U-Factor g	Mass Wall U-Factor h	Floor U-Factor	Basement Wall R-Value c,g	Slabd R-Value &Amp;amp; Depth	Crawl Space Wall U-Factor c,g
5 And Marine 4	0.32	0.55	0.40	49	20 h or 13 + 5ci h	13/17	30	15ci or 19 or 13&5ci	10ci 2f	15ci or 19 or 13&5ci

Footnotes:

a. Nonfenestration U-factors shall be obtained from measurement, calculation or an approved source.

b. The fenestration U-factor columns excludes skylights. The SHGC applies to all glazed fenestration.

c. "5ci or 13" means R-5 continuous insulation (ci) on the interior or exterior surface of the wall or R-13 cavity insulation on the interior side of the wall. "10ci or 13" means R-10 continuous insulation (ci) on the interior or exterior surface of the wall or R-13 cavity insulation on the interior side of the wall. "15ci or 19 or 13&5ci" means R-15 continuous insulation (ci) on the interior or exterior surface of the wall; or R-19 cavity insulation

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on the interior side of the wall; or R-13 cavity insulation on the interior of the wall in addition to R-5 continuous insulation on the interior or exterior surface of the wall.

d. R-5 insulation shall be provided under the full slab area of a heated slab in addition to the required slab edge insulation R-value for slabs. as indicated in the table. The slab-edge insulation for heated slabs shall not be required to extend below the slab.

g. The first value is cavity insulation; the second value is continuous insulation. Therefore, as an example, "13&5" means R-13 cavity insulation plus R-5 continuous insulation.

h. Mass walls shall be in accordance with Section R402.2.5. The second R-value applies where more than half of the insulation is on the interior of the mass wall.

i. A maximum U-factor of 0.32 shall apply in Climate Zones 3 through 8 to vertical fenestration products installed in buildings located above 4,000 feet in elevation.**]**

[(q) Section N1104.1 (R404.1) of the I.R.C., entitled "Lighting equipment" is amended to read as follows:

"Not less than nintey percent (90%) of all permanently installed lighting fixtures, excluding kitchen appliance lighting fixtures, shall contain high-efficiency lighting sources."**]**

SECTION 7.

The officers and staff of the City are authorized to perform any and all acts consistent with the intent of this Ordinance to effectuate the policies and procedures described herein, including without limitation the certification of a true copy of the 2021 International Energy Conservation Code by the Mayor and the City Clerk in accordance with C.R.S. § 31-16-206, the publication of notice of the public hearing in accordance with C.R.S. § 31-16-203, and the publication of this Ordinance in full following adoption in accordance with C.R.S. § 31-16-205.

SECTION 8.

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

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Action by City Council:

Introduced and initial adoption of Ordinance by City Council on June 8, 2026.

Final adoption of Ordinance by City Council on June 22, 2026.

DocuSigned by:
Mark Cliff
B7A4F51823AB462...
President of City Council

Action by the Mayor:

☒ Approved on 06/24/2026.

☐ 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
F1C1AF6727B149A...
City Clerk

IECC®

INTERNATIONAL ENERGY CONSERVATION CODE®

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2021

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2021 International Energy Conservation Code®

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PREFACE

Introduction

The *International Energy Conservation Code*® (IECC®) establishes minimum requirements for energy-efficient buildings using prescriptive and performance-related provisions. It is founded on broad-based principles that make possible the use of new materials and new energy-efficient designs. This 2021 edition is fully compatible with all of the International Codes® (I-Codes®) published by the International Code Council® (ICC®), including the *International Building Code*® (IBC®), *International Existing Building Code*® (IEBC®), *International Fire Code*® (IFC®), *International Fuel Gas Code*® (IFGC®), *International Green Construction Code*® (IgCC®), *International Mechanical Code*® (IMC®), *International Plumbing Code*® (IPC®), *International Private Sewage Disposal Code*® (IPSDC®), *International Property Maintenance Code*® (IPMC®), *International Residential Code*® (IRC®), *International Swimming Pool and Spa Code*® (ISPSC®), *International Wildland-Urban Interface Code*® (IWUIC®), *International Zoning Code*® (IZC®) and *International Code Council Performance Code*® (ICCPC®).

This code contains separate provisions for commercial buildings and for low-rise residential buildings (3 stories or less in height above grade). Each set of provisions, IECC—Commercial Provisions and IECC—Residential Provisions, is separately applied to buildings within its respective scope. Each set of provisions is to be treated separately. Each contains a Scope and Administration chapter, a Definitions chapter, a General Requirements chapter, a chapter containing energy efficiency requirements and an Existing Buildings chapter containing provisions applicable to buildings within its scope.

The I-Codes, including the IECC, are used in a variety of ways in both the public and private sectors. Most industry professionals are familiar with the I-Codes as the basis of laws and regulations in communities across the US and in other countries. However, the impact of the codes extends well beyond the regulatory arena, as they are used in a variety of nonregulatory settings, including:

- Voluntary compliance programs such as those promoting sustainability, energy efficiency and disaster resistance.
- The insurance industry, to estimate and manage risk, and as a tool in underwriting and rate decisions.
- Certification and credentialing of individuals involved in the fields of building design, construction and safety.
- Certification of building and construction-related products.
- US federal agencies, to guide construction in an array of government-owned properties.
- Facilities management.
- “Best practices” benchmarks for designers and builders, including those who are engaged in projects in jurisdictions that do not have a formal regulatory system or a governmental enforcement mechanism.
- College, university and professional school textbooks and curricula.
- Reference works related to building design and construction.

In addition to the codes themselves, the code development process brings together building professionals on a regular basis. It provides an international forum for discussion and deliberation about building design, construction methods, safety, performance requirements, technological advances and innovative products.

Development

This 2021 edition presents the code as originally issued, with changes reflected in the 2000 through 2018 editions and further changes approved through the ICC Code Development Process through 2019. A new edition such as this is promulgated every 3 years.

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This code is founded on principles intended to establish provisions consistent with the scope of an energy conservation code that adequately conserves energy; provisions that do not unnecessarily increase construction costs; provisions that do not restrict the use of new materials, products or methods of construction; and provisions that do not give preferential treatment to particular types or classes of materials, products or methods of construction.

Maintenance

The IECC is kept up to date through the review of proposed changes submitted by code enforcement officials, industry representatives, design professionals and other interested parties. Proposed changes are carefully considered through an open code development process in which all interested and affected parties may participate.

The ICC Code Development Process reflects principles of openness, transparency, balance, due process and consensus, the principles embodied in OMB Circular A-119, which governs the federal government's use of private-sector standards. The ICC process is open to anyone; there is no cost to participate, and people can participate without travel cost through the ICC's cloud-based app, cdpACCESS®. A broad cross-section of interests are represented in the ICC Code Development Process. The codes, which are updated regularly, include safeguards that allow for emergency action when required for health and safety reasons.

In order to ensure that organizations with a direct and material interest in the codes have a voice in the process, the ICC has developed partnerships with key industry segments that support the ICC's important public safety mission. Some code development committee members were nominated by the following industry partners and approved by the ICC Board:

- National Association of Home Builders (NAHB)
- National Multifamily Housing Council (NMHC)

The code development committees evaluate and make recommendations regarding proposed changes to the codes. Their recommendations are then subject to public comment and council-wide votes. The ICC's governmental members—public safety officials who have no financial or business interest in the outcome—cast the final votes on proposed changes.

The contents of this work are subject to change through the code development cycles and by any governmental entity that enacts the code into law. For more information regarding the code development process, contact the Codes and Standards Development Department of the ICC.

While the I-Code development procedure is thorough and comprehensive, the ICC, its members and those participating in the development of the codes disclaim any liability resulting from the publication or use of the I-Codes, or from compliance or noncompliance with their provisions. The ICC does not have the power or authority to police or enforce compliance with the contents of this code.

Code Development Committee Responsibilities (Letter Designations in Front of Section Numbers)

In each code development cycle, proposed changes to this code are considered at the Committee Action Hearings by the applicable International Code Development Committee. The IECC—Commercial Provisions (sections designated with a "C" prior to the section number) are primarily maintained by the Commercial Energy Code Development Committee. The IECC—Residential Provisions (sections designated with an "R" prior to the section number) are maintained by the Residential Energy Code Development Committee. This is designated in the chapter headings by a [CE] and [RE], respectively.

Maintenance responsibilities for the IECC are designated as follows:

[CE] = International Commercial Energy Conservation Code Development Committee

[RE] = International Residential Energy Conservation Code Development Committee

For the development of the 2024 edition of the I-Codes, there will be two groups of code development committees and they will meet in separate years, as shown in the following Code Development Hearings Table.

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Code change proposals submitted for code sections that have a letter designation in front of them will be heard by the respective committee responsible for such code sections. Because different committees hold Committee Action Hearings in different years, proposals for several I-Codes will be heard by committees in both the 2021 (Group A) and the 2022 (Group B) code development cycles.

All code change proposals for the IECC are considered in the Group B hearings.

It is very important that anyone submitting code change proposals understands which code development committee is responsible for the section of the code that is the subject of the code change proposal. For further information on the Code Development Committee responsibilities, please visit the ICC website at www.iccsafe.org/current-code-development-cycle.

CODE DEVELOPMENT HEARINGS

Group A Codes (Heard in 2021, Code Change Proposals Deadline: January 11, 2021)	Group B Codes (Heard in 2022, Code Change Proposals Deadline: January 10, 2022)
International Building Code – Egress (Chapters 10, 11, Appendix E) – Fire Safety (Chapters 7, 8, 9, 14, 26) – General (Chapters 2–6, 12, 27–33, Appendices A, B, C, D, K, N)	Administrative Provisions (Chapter 1 of all codes except IECC, IRC and IgCC; IBC Appendix O; the appendices titled "Board of Appeals" for all codes except IECC, IRC, IgCC, ICCPC and IZC; administrative updates to currently referenced standards; and designated definitions)
International Fire Code	**International Building Code** – Structural (Chapters 15–25, Appendices F, G, H, I, J, L, M)
International Fuel Gas Code	**International Existing Building Code**
International Mechanical Code	**International Energy Conservation Code—Commercial**
International Plumbing Code	**International Energy Conservation Code—Residential** – IECC—Residential – IRC—Energy (Chapter 11)
International Property Maintenance Code	**International Green Construction Code** (Chapter 1)
International Private Sewage Disposal Code	**International Residential Code** – IRC—Building (Chapters 1–10, Appendices AE, AF, AH, AJ, AK, AL, AM, AO, AQ, AR, AS, AT, AU, AV, AW)
International Residential Code – IRC—Mechanical (Chapters 12–23) – IRC—Plumbing (Chapters 25–33, Appendices AG, AI, AN, AP)	
International Swimming Pool and Spa Code	
International Wildland-Urban Interface Code	
International Zoning Code	

Note: Proposed changes to the ICCPC will be heard by the code development committee noted in brackets [ ] in the text of the ICCPC.

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Marginal Markings

Solid vertical lines in the margins within the body of the code indicate a technical change from the requirements of the 2018 edition. Deletion indicators in the form of an arrow (➡) are provided in the margin where an entire section, exception or table has been deleted or an item in a list of items or row of a table has been deleted.

A single asterisk [*] placed in the margin indicates that text or a table has been relocated within the code. A double asterisk [**] placed in the margin indicates that the text or table immediately following it has been relocated there from elsewhere in the code. The following tables indicate such relocations in the 2021 edition of the IECC.

IECC COMMERCIAL RELOCATIONS

2021 LOCATION	2018 LOCATION
C402.2.1.5	C402.2.1.1
C404.6.1.1	C404.7
C405.2.3.1	C405.2.2.2
C405.2.4	C405.2.3
C501.2	C501.4
C503.2.2.1	C401.2.1

IECC RESIDENTIAL RELOCATIONS

2021 LOCATION	2018 LOCATION
Table R402.1.2	Table R402.1.4
Table R402.1.3	Table R402.1.2
R403.3.2	R403.3.7
R403.3.3	R403.3.6
R403.3.3.1	R403.3.6.1
R403.3.4	R403.3.2
R403.3.4.1	R403.3.2.1
R403.3.5	R403.3.3
R403.3.6	R403.3.4
R403.3.7	R403.3.5

Coordination of the International Codes

The coordination of technical provisions is one of the strengths of the ICC family of model codes. The codes can be used as a complete set of complementary documents, which will provide users with full integration and coordination of technical provisions. Individual codes can also be used in subsets or as stand-alone documents. To make sure that each individual code is as complete as possible, some technical provisions that are relevant to more than one subject area are duplicated in some of the model codes. This allows users maximum flexibility in their application of the I-Codes.

Italicized Terms

Terms italicized in code text, other than document titles, are defined in Chapter 2. The terms selected to be italicized have definitions that the user should read carefully to better understand the code. Where italicized, the Chapter 2 definition applies. If not italicized, common-use definitions apply.

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Adoption

The ICC maintains a copyright in all of its codes and standards. Maintaining copyright allows the ICC to fund its mission through sales of books, in both print and electronic formats. The ICC welcomes adoption of its codes by jurisdictions that recognize and acknowledge the ICC's copyright in the code, and further acknowledge the substantial shared value of the public/private partnership for code development between jurisdictions and the ICC.

The ICC also recognizes the need for jurisdictions to make laws available to the public. All I-Codes and I-Standards, along with the laws of many jurisdictions, are available for free in a non-downloadable form on the ICC's website. Jurisdictions should contact the ICC at adoptions@iccsafe.org to learn how to adopt and distribute laws based on the IECC in a manner that provides necessary access, while maintaining the ICC's copyright.

To facilitate adoption, two sections of this code contain blanks for fill-in information that needs to be supplied by the adopting jurisdiction as part of the adoption legislation. For this code, please see:

Section C101.1. Insert: **[NAME OF JURISDICTION]**.

Section R101.1. Insert: **[NAME OF JURISDICTION]**.

Effective Use of the International Energy Conservation Code

The IECC is a model code that regulates minimum energy conservation requirements for new buildings. The IECC addresses energy conservation requirements for all aspects of energy use in both commercial and residential construction, including heating and ventilating, lighting, water heating, and power usage for appliances and building systems.

The IECC is a design document. For example, before one constructs a building, the designer must determine the minimum insulation *R*-values and fenestration *U*-factors for the building exterior envelope. Depending on whether the building is for residential use or for commercial use, the IECC sets forth minimum requirements for exterior envelope insulation, window and door *U*-factors and SHGC ratings, duct insulation, lighting and power efficiency, and water distribution insulation.

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ARRANGEMENT AND FORMAT OF THE 2021 IECC

The IECC contains two separate sets of provisions—one for commercial buildings and one for residential buildings. Each set of provisions is applied separately to buildings within their scope. The IECC—Commercial Provisions apply to all buildings except for residential buildings three stories or less in height. The IECC—Residential Provisions apply to detached one- and two-family dwellings and multiple single-family dwellings as well as Group R-2, R-3 and R-4 buildings three stories or less in height. These scopes are based on the definitions of "Commercial building" and "Residential building," respectively, in Chapter 2 of each set of provisions. Note that the IECC—Commercial Provisions therefore contain provisions for residential buildings four stories or greater in height.

The following table shows how the IECC is divided. The ensuing chapter-by-chapter synopsis details the scope and intent of the provisions of the IECC.

Chapter Topics

Chapter	Subjects
1–2	Administration and definitions
3	Climate zones and general materials requirements
4	Energy efficiency requirements
5	Existing buildings
6	Referenced standards
CA	Board of appeals
CB	Solar-ready zone
CC	Net zero energy

Chapter 1 Scope and Administration

Chapters 1 [CE] and 1 [RE] contain provisions for the application, enforcement and administration of subsequent requirements of the code. In addition to establishing the scope of the code, Chapter 1 identifies which buildings and structures come under its purview. Chapter 1 is largely concerned with maintaining "due process of law" in enforcing the energy conservation criteria contained in the body of this code. Only through careful observation of the administrative provisions can the code official reasonably expect to demonstrate that "equal protection under the law" has been provided.

Chapter 2 Definitions

Terms that are defined in the code are listed alphabetically in Chapters 2 [CE] and 2 [RE]. While a defined term may be used in one chapter or another, the meaning provided in Chapter 2 is applicable throughout the code.

Additional definitions regarding climate zones are found in Tables C301.3 and R301.3. These are not listed in Chapter 2.

Where understanding of a term's definition is especially key to or necessary for understanding of a particular code provision, the term is shown in italics. This is true only for those terms that have a meaning that is unique to the code. In other words, the generally understood meaning of a term or phrase might not be sufficient or consistent with the meaning prescribed by the code; therefore, it is essential that the code-defined meaning be known.

Guidance regarding tense, gender and plurality of defined terms as well as guidance regarding terms not defined in this code is provided.

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Chapter 3 General Requirements

Chapters 3 [CE] and 3 [RE] specify the climate zones that will serve to establish the exterior design conditions. In addition, Chapter 3 provides interior design conditions that are used as a basis for assumptions in heating and cooling load calculations, and provides basic material requirements for insulation materials and fenestration materials. Climate has a major impact on the energy use of most buildings. The code establishes many requirements such as wall and roof insulation *R*-values, window and door thermal transmittance (*U*-factors) and provisions that affect the mechanical systems based on the climate where the building is located. This chapter contains information that will be used to properly assign the building location into the correct climate zone and is used as the basis for establishing or eliminating requirements.

Chapter 4 Energy Efficiency

Chapter 4 [CE] contains the energy-efficiency-related requirements for the design and construction of most types of commercial buildings and residential buildings greater than three stories in height above grade. This chapter defines requirements for the portions of the building and building systems that impact energy use in new commercial construction and new residential construction greater than three stories in height, and promotes the effective use of energy. In addition to energy conservation requirements for the building envelope, this chapter contains requirements that impact energy efficiency for the HVAC systems, the electrical systems and the plumbing systems. It should be noted, however, that requirements are contained in other codes that have an impact on energy conservation. For instance, requirements for water flow rates are regulated by the *International Plumbing Code*.

Chapter 4 [RE] contains the energy-efficiency-related requirements for the design and construction of residential buildings regulated under this code. It should be noted that the definition of a residential building in this code is unique for this code. In this code, residential buildings include detached one- and two-family dwellings and multiple single-family dwellings as well as R-2, R-3 or R-4 buildings three stories or less in height. All other buildings, including residential buildings greater than three stories in height, are regulated by the energy conservation requirements in the IECC—Commercial Provisions. The applicable portions of a residential building must comply with the provisions within this chapter for energy efficiency. This chapter defines requirements for the portions of the building and building systems that impact energy use in new residential construction and promotes the effective use of energy. The provisions within the chapter promote energy efficiency in the building envelope, the heating and cooling system and the service water-heating system of the building.

Chapter 5 Existing Buildings

Chapters 5 [CE] and [RE] contain the technical energy efficiency requirements for existing buildings. Chapter 5 provisions address the maintenance of buildings in compliance with the code as well as how additions, alterations, repairs and changes of occupancy need to be addressed from the standpoint of energy efficiency. Specific provisions are provided for historic buildings.

Chapter 6 Referenced Standards

The code contains numerous references to standards that are used to regulate materials and methods of construction. Chapters 6 [CE] and 6 [RE] list all standards referenced in their respective portions of the code. The standards are part of the code to the extent of the reference to the standard. Compliance with the referenced standard is necessary for compliance with this code. By providing specifically adopted standards, the construction and installation requirements necessary for compliance with the code can be readily determined. The basis for code compliance is, therefore, established and available on an equal basis to the code official, contractor, designer and owner.

Chapter 6 is organized in a manner that makes it easy to locate specific standards. It lists all of the referenced standards, alphabetically, by acronym of the promulgating agency of the standard. Each agency's standards are then listed in either alphabetical or numeric order based on the standard identification. The list also contains the title of the standard; the edition (date) of the standard referenced; any addenda included as part of the ICC adoption; and the section or sections of this code that reference the standard.

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Appendices

The appendices, while not part of the code, can become part of the code when specifically included in the adopting ordinance.

Chapter 1 requires the establishment of a board of appeals to hear appeals regarding determinations made by the code official. Appendices CA and RA provide qualification standards for members of the board as well as operational procedures of such board.

Appendices CB and RB address provisions for solar capacity in new structures.

Appendices CC and RC provide requirements intended bring about net zero annual energy consumption in their respective structures.

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ABBREVIATIONS AND NOTATIONS

The following table contains a list of common abbreviations and units of measurement used in this code. Some of the abbreviations are for terms defined in Chapter 2. Others are terms used in various tables and text of the code.

Abbreviations and Notations

AFUE	Annual fuel utilization efficiency
bhp	Brake horsepower (fans)
Btu	British thermal unit
Btu/h × ft^2	Btu per hour per square foot
C-factor	See Chapter 2—Definitions
CDD	Cooling degree days
cfm	Cubic feet per minute
cfm/ft^2	Cubic feet per minute per square foot
ci	Continuous insulation
COP	Coefficient of performance
DCV	Demand control ventilation
°C	Degrees Celsius
°F	Degrees Fahrenheit
DWHR	Drain water heat recovery
DX	Direct expansion
E_c	Combustion efficiency
E_v	Ventilation efficiency
E_t	Thermal efficiency
EER	Energy efficiency ratio
EF	Energy factor
ERI	Energy rating index
F-factor	See Chapter 2—Definitions
FDD	Fault detection and diagnostics
FEI	Fan energy index
FL	Full load
ft^2	Square foot
gpm	Gallons per minute
HDD	Heating degree days
hp	Horsepower
HSPF	Heating seasonal performance factor
HVAC	Heating, ventilating and air conditioning

(continued)

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Abbreviations and Notations—continued

IEER	Integrated energy efficiency ratio
IPLV	Integrated Part Load Value
Kg/m^2	Kilograms per square meter
kW	Kilowatt
LPD	Light power density (lighting power allowance)
L/s	Liters per second
Ls	Liner system
m^2	Square meters
MERV	Minimum efficiency reporting value
NAECA	National Appliance Energy Conservation Act
NPLV	Nonstandard Part Load Value
Pa	Pascal
PF	Projection factor
pcf	Pounds per cubic foot
psf	Pounds per square foot
PTAC	Packaged terminal air conditioner
PTHP	Packaged terminal heat pump
R-value	See Chapter 2—Definitions
SCOP	Sensible coefficient of performance
SEER	Seasonal energy efficiency ratio
SHGC	Solar Heat Gain Coefficient
SPVAC	Single packaged vertical air conditioner
SPVHP	Single packaged vertical heat pump
SRI	Solar reflectance index
SWHF	Service water heat recovery factor
U-factor	See Chapter 2—Definitions
VAV	Variable air volume
VRF	Variable refrigerant flow
VT	Visible transmittance
W	Watts
w.c.	Water column
w.g.	Water gauge

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CHAPTER 1 [CE]
SCOPE AND ADMINISTRATION

User note:

About this chapter: *Chapter 1 establishes the limits of applicability of the code and describes how the code is to be applied and enforced. Chapter 1 is in two parts: Part 1—Scope and Application and Part 2—Administration and Enforcement. Section C101 identifies what buildings, systems, appliances and equipment fall under its purview and references other I-Codes as applicable. Standards and codes are scoped to the extent referenced.*

The code is intended to be adopted as a legally enforceable document and it cannot be effective without adequate provisions for its administration and enforcement. The provisions of Chapter 1 establish the authority and duties of the code official appointed by the authority having jurisdiction and also establish the rights and privileges of the design professional, contractor and property owner.

PART 1—SCOPE AND APPLICATION

SECTION C101
SCOPE AND GENERAL REQUIREMENTS

C101.1 Title. This code shall be known as the *Energy Conservation Code* of **the City of Pueblo, Colorado** , and shall be cited as such. It is referred to herein as "this code."

C101.2 Scope. This code applies to *commercial buildings* and the buildings' sites and associated systems and equipment.

C101.3 Intent. This code shall regulate the design and construction of buildings for the effective use and conservation of energy over the useful life of each building. This code is intended to provide flexibility to permit the use of innovative approaches and techniques to achieve this objective. This code is not intended to abridge safety, health or environmental requirements contained in other applicable codes or ordinances.

C101.4 Applicability. Where, in any specific case, different sections of this code specify different materials, methods of construction or other requirements, the most restrictive shall govern. Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall govern.

C101.4.1 Mixed residential and commercial buildings. Where a building includes both *residential building* and *commercial building* portions, each portion shall be separately considered and meet the applicable provisions of IECC—Commercial Provisions or IECC—Residential Provisions.

C101.5 Compliance. *Residential buildings* shall meet the provisions of IECC—Residential Provisions. *Commercial buildings* shall meet the provisions of IECC—Commercial Provisions.

C101.5.1 Compliance materials. The *code official* shall be permitted to approve specific computer software, worksheets, compliance manuals and other similar materials that meet the intent of this code.

SECTION C102
ALTERNATIVE MATERIALS, DESIGN AND METHODS OF CONSTRUCTION AND EQUIPMENT

C102.1 General. The provisions of this code are not intended to prevent the installation of any material or to prohibit any design or method of construction not specifically prescribed by this code, provided that any such alternative has been *approved*. The code official shall have the authority to approve an alternative material, design or method of construction upon the written application of the owner or the owner's authorized agent. The *code official* shall first find that the proposed design is satisfactory and complies with the intent of the provisions of this code, and that the material, method or work offered is, for the purpose intended, not less than the equivalent of that prescribed in this code in quality, strength, effectiveness, *fire resistance*, durability, energy conservation and safety. The *code official* shall respond to the applicant, in writing, stating the reasons why the alternative was approved or was not *approved*.

C102.1.1 Above code programs. The *code official* or other authority having jurisdiction shall be permitted to deem a national, state or local energy efficiency program as exceeding the energy efficiency required by this code. Buildings *approved* in writing by such an energy efficiency program shall be considered to be in compliance with this code. The requirements identified in Table C407.2 shall be met.

PART 2—ADMINISTRATION AND ENFORCEMENT

SECTION C103
CONSTRUCTION DOCUMENTS

C103.1 General. Construction documents and other supporting data shall be submitted in one or more sets, or in a digital format where allowed by the building official, with each application for a permit. The construction documents shall be prepared by a registered design professional where required by the statutes of the jurisdiction in which the project is to be constructed. Where special conditions exist, the *code official* is authorized to require necessary construction

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documents to be prepared by a registered design professional.

Exception: The *code official* is authorized to waive the requirements for construction documents or other supporting data if the *code official* determines they are not necessary to confirm compliance with this code.

C103.2 Information on construction documents. Construction documents shall be drawn to scale on suitable material. Electronic media documents are permitted to be submitted where *approved* by the *code official*. Construction documents shall be of sufficient clarity to indicate the location, nature and extent of the work proposed, and show in sufficient detail pertinent data and features of the building, systems and equipment as herein governed. Details shall include, but are not limited to, the following as applicable:

1. Energy compliance path.
2. Insulation materials and their *R*-values.
3. Fenestration *U*-factors and solar heat gain coefficients (SHGCs).
4. Area-weighted *U*-factor and solar heat gain coefficient (SHGC) calculations.
5. Mechanical system design criteria.
6. Mechanical and service water-heating systems and equipment types, sizes and efficiencies.
7. Economizer description.
8. Equipment and system controls.
9. Fan motor horsepower (hp) and controls.
10. Duct sealing, duct and pipe insulation and location.
11. Lighting fixture schedule with wattage and control narrative.
12. Location of *daylight* zones on floor plans.
13. Air barrier and air sealing details, including the location of the air barrier.

C103.2.1 Building thermal envelope depiction. The *building thermal envelope* shall be represented on the construction drawings.

C103.3 Examination of documents. The *code official* shall examine or cause to be examined the accompanying construction documents and shall ascertain whether the construction indicated and described is in accordance with the requirements of this code and other pertinent laws or ordinances. The *code official* is authorized to utilize a registered design professional, or other *approved* entity not affiliated with the building design or construction, in conducting the review of the plans and specifications for compliance with the code.

C103.3.1 Approval of construction documents. When the *code official* issues a permit where construction documents are required, the construction documents shall be endorsed in writing and stamped "Reviewed for Code Compliance." Such *approved* construction documents shall not be changed, modified or altered without authorization from the *code official*. Work shall be done in accordance with the *approved* construction documents.

One set of construction documents so reviewed shall be retained by the *code official*. The other set shall be returned to the applicant, kept at the site of work and shall be open to inspection by the *code official* or a duly authorized representative.

C103.3.2 Previous approvals. This code shall not require changes in the construction documents, construction or designated occupancy of a structure for which a lawful permit has been heretofore issued or otherwise lawfully authorized, and the construction of which has been pursued in good faith within 180 days after the effective date of this code and has not been abandoned.

C103.3.3 Phased approval. The *code official* shall have the authority to issue a permit for the construction of part of an energy conservation system before the construction documents for the entire system have been submitted or *approved*, provided that adequate information and detailed statements have been filed complying with all pertinent requirements of this code. The holders of such permit shall proceed at their own risk without assurance that the permit for the entire energy conservation system will be granted.

C103.4 Amended construction documents. Changes made during construction that are not in compliance with the *approved* construction documents shall be resubmitted for approval as an amended set of construction documents.

C103.5 Retention of construction documents. One set of *approved* construction documents shall be retained by the *code official* for a period of not less than 180 days from date of completion of the permitted work, or as required by state or local laws.

C103.6 Building documentation and closeout submittal requirements. The construction documents shall specify that the documents described in this section be provided to the building owner or owner's authorized agent within 90 days of the date of receipt of the certificate of occupancy.

C103.6.1 Record documents. Construction documents shall be updated to convey a record of the completed work. Such updates shall include mechanical, electrical and control drawings that indicate all changes to size, type and location of components, equipment and assemblies.

C103.6.2 Compliance documentation. Energy code compliance documentation and supporting calculations shall be delivered in one document to the building owner as part of the project record documents or manuals, or as a standalone document. This document shall include the specific energy code edition utilized for compliance determination for each system, documentation demonstrating compliance with Section C303.1.3 for each fenestration product installed, and the interior lighting power compliance path, building area or space-by-space, used to calculate the lighting power allowance.

For projects complying with Item 2 of Section C401.2, the documentation shall include:

1. The envelope insulation compliance path.

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2. All compliance calculations including those required by Sections C402.1.5, C403.8.1, C405.3 and C405.5.

For projects complying with Section C407, the documentation shall include that required by Sections C407.3.1 and C407.3.2.

C103.6.3 Systems operation control. Training shall be provided to those responsible for maintaining and operating equipment included in the manuals required by Section C103.6.2.

The training shall include:

1. Review of manuals and permanent certificate.
2. Hands-on demonstration of all normal maintenance procedures, normal operating modes, and all emergency shutdown and startup procedures.
3. Training completion report.

SECTION C104
FEES

C104.1 Fees. A permit shall not be issued until the fees prescribed in Section C104.2 have been paid, nor shall an amendment to a permit be released until the additional fee, if any, has been paid.

C104.2 Schedule of permit fees. A fee for each permit shall be paid as required, in accordance with the schedule as established by the applicable governing authority.

C104.3 Work commencing before permit issuance. Any person who commences any work before obtaining the necessary permits shall be subject to an additional fee established by the *code official* that shall be in addition to the required permit fees.

C104.4 Related fees. The payment of the fee for the construction, *alteration*, removal or demolition of work done in connection to or concurrently with the work or activity authorized by a permit shall not relieve the applicant or holder of the permit from the payment of other fees that are prescribed by law.

C104.5 Refunds. The *code official* is authorized to establish a refund policy.

SECTION C105
INSPECTIONS

C105.1 General. Construction or work for which a permit is required shall be subject to inspection by the code official, his or her designated agent or an *approved agency*, and such construction or work shall remain visible and able to be accessed for inspection purposes until *approved*. Approval as a result of an inspection shall not be construed to be an approval of a violation of the provisions of this code or of other ordinances of the jurisdiction. Inspections presuming to give authority to violate or cancel the provisions of this code or of other ordinances of the jurisdiction shall not be valid. It shall be the duty of the permit applicant to cause the work to remain visible and able to be accessed for inspection purposes. Neither the code official nor the jurisdiction shall be liable for expense entailed in the removal or replacement of any material, product, system or building component required to allow inspection to validate compliance with this code.

C105.2 Required inspections. The *code official*, his or her designated agent or an *approved agency*, upon notification, shall make the inspections set forth in Sections C105.2.1 through C105.2.6.

C105.2.1 Footing and foundation insulation. Inspections shall verify the footing and foundation insulation *R*-value, location, thickness, depth of burial and protection of insulation as required by the code, *approved* plans and specifications.

C105.2.2 Thermal envelope. Inspections shall verify the correct type of insulation, *R*-values, location of insulation, fenestration, *U*-factor, SHGC and VT, and that air leakage controls are properly installed, as required by the code, *approved* plans and specifications.

C105.2.3 Plumbing system. Inspections shall verify the type of insulation, *R*-values, protection required, controls and heat traps as required by the code, *approved* plans and specifications.

C105.2.4 Mechanical system. Inspections shall verify the installed HVAC equipment for the correct type and size, controls, insulation, *R*-values, system and damper air leakage, minimum fan efficiency, energy recovery and economizer as required by the code, *approved* plans and specifications.

C105.2.5 Electrical system. Inspections shall verify lighting system controls, components and meters as required by the code, *approved* plans and specifications.

C105.2.6 Final inspection. The final inspection shall include verification of the installation and proper operation of all required building controls, and documentation verifying activities associated with required *building commissioning* have been conducted in accordance with Section C408.

C105.3 Reinspection. A building shall be reinspected where determined necessary by the *code official*.

C105.4 Approved inspection agencies. The *code official* is authorized to accept reports of third-party inspection agencies not affiliated with the building design or construction, provided that such agencies are *approved* as to qualifications and reliability relevant to the building components and systems that they are inspecting.

C105.5 Inspection requests. It shall be the duty of the holder of the permit or their duly authorized agent to notify the *code official* when work is ready for inspection. It shall be the duty of the permit holder to provide access to and means for inspections of such work that are required by this code.

C105.6 Reinspection and testing. Where any work or installation does not pass an initial test or inspection, the necessary corrections shall be made to achieve compliance

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with this code. The work or installation shall then be resubmitted to the *code official* for inspection and testing.

SECTION C106
NOTICE OF APPROVAL

C106.1 Approval. After the prescribed tests and inspections indicate that the work complies in all respects with this code, a notice of approval shall be issued by the code *official*.

C106.2 Revocation. The *code official* is authorized to suspend or revoke, in writing, a notice of approval issued under the provisions of this code wherever the certificate is issued in error, or on the basis of incorrect information supplied, or where it is determined that the *building* or structure, premise, or portion thereof is in violation of any ordinance or regulation or any of the provisions of this code.

SECTION C107
VALIDITY

C107.1 General. If a portion of this code is held to be illegal or void, such a decision shall not affect the validity of the remainder of this code.

SECTION C108
REFERENCED STANDARDS

C108.1 Referenced codes and standards. The codes and standards referenced in this code shall be those listed in Chapter 6, and such codes and standards shall be considered as part of the requirements of this code to the prescribed extent of each such reference and as further regulated in Sections C108.1.1 and C108.1.2.

C108.1.1 Conflicts. Where conflicts occur between provisions of this code and referenced codes and standards, the provisions of this code shall apply.

C108.1.2 Provisions in referenced codes and standards. Where the extent of the reference to a referenced code or standard includes subject matter that is within the scope of this code, the provisions of this code, as applicable, shall take precedence over the provisions in the referenced code or standard.

C108.2 Applications of references. References to chapter or section numbers, or to provisions not specifically identified by number, shall be construed to refer to such chapter, section or provision of this code.

C108.3 Other laws. The provisions of this code shall not be deemed to nullify any provisions of local, state or federal law.

SECTION C109
STOP WORK ORDER

C109.1 Authority. Where the *code official* finds any work regulated by this code being performed in a manner contrary to the provisions of this code or in a dangerous or unsafe manner, the *code official* is authorized to issue a stop work order.

C109.2 Issuance. The stop work order shall be in writing and shall be given to the owner of the property, the owner's authorized agent or the person performing the work. Upon issuance of a stop work order, the cited work shall immediately cease. The stop work order shall state the reason for the order and the conditions under which the cited work is authorized to resume.

C109.3 Emergencies. Where an emergency exists, the *code official* shall not be required to give a written notice prior to stopping the work.

C109.4 Failure to comply. Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be subject to fines established by the authority having jurisdiction.

SECTION C110
BOARD OF APPEALS

C110.1 General. In order to hear and decide appeals of orders, decisions or determinations made by the *code official* relative to the application and interpretation of this code, there shall be and is hereby created a board of appeals. The *code official* shall be an ex officio member of said board but shall not have a vote on any matter before the board. The board of appeals shall be appointed by the governing body and shall hold office at its pleasure. The board shall adopt rules of procedure for conducting its business, and shall render all decisions and findings in writing to the appellant with a duplicate copy to the *code official*.

C110.2 Limitations on authority. An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply or an equally good or better form of construction is proposed. The board shall not have authority to waive requirements of this code.

C110.3 Qualifications. The board of appeals shall consist of members who are qualified by experience and training and are not employees of the jurisdiction.

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CHAPTER 2 [CE]
DEFINITIONS

User note:

About this chapter: *Codes, by their very nature, are technical documents. Every word, term and punctuation mark can add to or change the meaning of a technical requirement. It is necessary to maintain a consensus on the specific meaning of each term contained in the code. Chapter 2 performs this function by stating clearly what specific terms mean for the purposes of the code.*

SECTION C201
GENERAL

C201.1 Scope. Unless stated otherwise, the following words and terms in this code shall have the meanings indicated in this chapter.

C201.2 Interchangeability. Words used in the present tense include the future; words in the masculine gender include the feminine and neuter; the singular number includes the plural and the plural includes the singular.

C201.3 Terms defined in other codes. Terms that are not defined in this code but are defined in the *International Building Code*, *International Fire Code*, *International Fuel Gas Code*, *International Mechanical Code*, *International Plumbing Code* or the *International Residential Code* shall have the meanings ascribed to them in those codes.

C201.4 Terms not defined. Terms not defined by this chapter shall have ordinarily accepted meanings such as the context implies.

SECTION C202
GENERAL DEFINITIONS

ABOVE-GRADE WALL. See "*Wall, above-grade*."

ACCESS (TO). That which enables a device, appliance or equipment to be reached by *ready access* or by a means that first requires the removal or movement of a panel or similar obstruction.

ADDITION. An extension or increase in the *conditioned space* floor area, number of stories or height of a building or structure.

AIR BARRIER. One or more materials joined together in a continuous manner to restrict or prevent the passage of air through the *building thermal envelope* and its assemblies.

AIR CURTAIN. A device, installed at the *building entrance*, that generates and discharges a laminar air stream intended to prevent the infiltration of external, unconditioned air into the conditioned spaces, or the loss of interior, conditioned air to the outside.

ALTERATION. Any construction, retrofit or renovation to an existing structure other than repair or addition. Also, a change in a building, electrical, gas, mechanical or plumbing system that involves an extension, addition or change to the arrangement, type or purpose of the original installation.

APPROVED. Acceptable to the code official.

APPROVED AGENCY. An established and recognized agency that is regularly engaged in conducting tests or furnishing inspection services, or furnishing product certification, where such agency has been approved by the *code official*.

AUTOMATIC. Self-acting, operating by its own mechanism when actuated by some impersonal influence, as, for example, a change in current strength, pressure, temperature or mechanical configuration (see "*Manual*").

BELOW-GRADE WALL. See "*Wall, below-grade*."

BIOGAS. A mixture of hydrocarbons that is a gas at 60°F (15.5°C) and 1 atmosphere of pressure that is produced through the anaerobic digestion of organic matter.

BIOMASS. Nonfossilized and biodegradable organic material originating from plants, animals and/or microorganisms, including products, by-products, residues and waste from agriculture, forestry and related industries as well as the nonfossilized and biodegradable organic fractions of industrial and municipal wastes, including gases and liquids recovered from the decomposition of nonfossilized and biodegradable organic material.

BOILER, MODULATING. A boiler that is capable of more than a single firing rate in response to a varying temperature or heating load.

BOILER SYSTEM. One or more boilers, their piping and controls that work together to supply steam or hot water to heat output devices remote from the boiler.

BUBBLE POINT. The refrigerant liquid saturation temperature at a specified pressure.

BUILDING. Any structure used or intended for supporting or sheltering any use or occupancy, including any mechanical systems, service water-heating systems and electric power and lighting systems located on the building site and supporting the building.

BUILDING COMMISSIONING. A process that verifies and documents that the selected building systems have been designed, installed and function according to the owner's project requirements and construction documents, and to minimum code requirements.

BUILDING ENTRANCE. Any door, set of doors, doorway or other form of portal that is used to gain access to the building from the outside by the public.

BUILDING SITE. A contiguous area of land that is under the ownership or control of one entity.

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BUILDING THERMAL ENVELOPE. The basement walls, exterior walls, floors, ceilings, roofs and any other building element assemblies that enclose *conditioned space* or provide a boundary between *conditioned space* and exempt or unconditioned space.

CAPTIVE KEY OVERRIDE. A lighting control that will not release the key that activates the override when the lighting is on.

CAVITY INSULATION. Insulating material located between framing members.

***C*-FACTOR (THERMAL CONDUCTANCE).** The coefficient of heat transmission (surface to surface) through a building component or assembly, equal to the time rate of heat flow per unit area and the unit temperature difference between the warm side and cold side surfaces (Btu/h × ft^2 × °F) [W/(m^2 × K)].

CHANGE OF OCCUPANCY. A change in the use of a building or a portion of a building that results in any of the following:

1. A *change of occupancy* classification.
2. A change from one group to another group within an occupancy classification.
3. Any change in use within a group for which there is a change in the application of the requirements of this code.

CIRCULATING HOT WATER SYSTEM. A specifically designed water distribution system where one or more pumps are operated in the service hot water piping to circulate heated water from the water-heating equipment to the fixture supply and back to the water-heating equipment.

CLIMATE ZONE. A geographical region based on climatic criteria as specified in this code.

CODE OFFICIAL. The officer or other designated authority charged with the administration and enforcement of this code, or a duly authorized representative.

COEFFICIENT OF PERFORMANCE (COP) − COOLING. The ratio of the rate of heat removal to the rate of energy input, in consistent units, for a complete refrigerating system or some specific portion of that system under designated operating conditions.

COEFFICIENT OF PERFORMANCE (COP) − HEATING. The ratio of the rate of heat delivered to the rate of energy input, in consistent units, for a complete heat pump system, including the compressor and, if applicable, auxiliary heat, under designated operating conditions.

COMMERCIAL BUILDING. For this code, all buildings that are not included in the definition of "*Residential building*."

COMPUTER ROOM. A room whose primary function is to house equipment for the processing and storage of electronic data which has a design total information technology equipment (ITE) equipment power density less than or equal to 20 watts per square foot (20 watts per 0.092 m^2) of conditioned area or a design total ITE equipment load less than or equal to 10 kW.

CONDENSING UNIT. A factory-made assembly of refrigeration components designed to compress and liquefy a specific refrigerant. The unit consists of one or more refrigerant compressors, refrigerant condensers (air-cooled, evaporatively cooled or water-cooled), condenser fans and motors (where used) and factory-supplied accessories.

CONDITIONED FLOOR AREA. The horizontal projection of the floors associated with the *conditioned space*.

CONDITIONED SPACE. An area, room or space that is enclosed within the *building thermal envelope* and is directly or indirectly heated or cooled. Spaces are indirectly heated or cooled where they communicate through openings with conditioned spaces, where they are separated from conditioned spaces by uninsulated walls, floors or ceilings, or where they contain uninsulated ducts, piping or other sources of heating or cooling.

CONTINUOUS INSULATION (ci). Insulating material that is continuous across all structural members without thermal bridges other than fasteners and service openings. It is installed on the interior or exterior or is integral to any opaque surface of the building envelope.

CRAWL SPACE WALL. The opaque portion of a wall that encloses a crawl space and is partially or totally below grade.

CURTAIN WALL. Fenestration products used to create an external nonload-bearing wall that is designed to separate the exterior and interior environments.

DATA CENTER. A room or series of rooms that share data center systems, whose primary function is to house equipment for the processing and storage of electronic data and that has a design total ITE equipment power density exceeding 20 watts per square foot (20 watts per 0.092 m^2) of conditioned area and a total design ITE equipment load greater than 10 kW.

DATA CENTER SYSTEMS. HVAC systems and equipment, or portions thereof, used to provide cooling or ventilation in a data center.

DAYLIGHT RESPONSIVE CONTROL. A device or system that provides automatic control of electric light levels based on the amount of daylight in a space.

DAYLIGHT ZONE. That portion of a building's interior floor area that is illuminated by natural light.

DEMAND CONTROL VENTILATION (DCV). A ventilation system capability that provides for the automatic reduction of outdoor air intake below design rates when the actual occupancy of spaces served by the system is less than design occupancy.

DEMAND RECIRCULATION WATER SYSTEM. A water distribution system where one or more pumps prime the service hot water piping with heated water upon a demand for hot water.

DIRECT DIGITAL CONTROL (DDC). A type of control where controlled and monitored analog or binary data, such as temperature and contact closures, are converted to digital format for manipulation and calculations by a digital computer or microprocessor, then converted back to analog or binary form to control physical devices.

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DUCT. A tube or conduit utilized for conveying air. The air passages of self-contained systems are not to be construed as air ducts.

DUCT SYSTEM. A continuous passageway for the transmission of air that, in addition to ducts, includes duct fittings, dampers, plenums, fans and accessory air-handling equipment and appliances.

DWELLING UNIT. A single unit providing complete independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking and sanitation.

DYNAMIC GLAZING. Any fenestration product that has the fully reversible ability to change its performance properties, including *U*-factor, solar heat gain coefficient (SHGC) or visible transmittance (VT).

ECONOMIZER, AIR. A duct and damper arrangement and automatic control system that allows a cooling system to supply outside air to reduce or eliminate the need for mechanical cooling during mild or cold weather.

ECONOMIZER, WATER. A system where the supply air of a cooling system is cooled indirectly with water that is itself cooled by heat or mass transfer to the environment without the use of mechanical cooling.

ENCLOSED SPACE. A volume surrounded by solid surfaces such as walls, floors, roofs and openable devices, such as doors and operable windows.

ENERGY ANALYSIS. A method for estimating the annual energy use of the *proposed design* and *standard reference design* based on estimates of energy use.

ENERGY COST. The total estimated annual cost for purchased energy for the building functions regulated by this code, including applicable demand charges.

ENERGY RECOVERY VENTILATION SYSTEM. Systems that employ air-to-air heat exchangers to recover energy from exhaust air for the purpose of preheating, precooling, humidifying or dehumidifying outdoor ventilation air prior to supplying the air to a space, either directly or as part of an HVAC system.

ENERGY SIMULATION TOOL. An *approved* software program or calculation-based methodology that projects the annual energy use of a building.

ENTHALPY RECOVERY RATIO. Change in the enthalpy of the *outdoor air* supply divided by the difference between the *outdoor air* and entering exhaust air enthalpy, expressed as a percentage.

ENTRANCE DOOR. A vertical fenestration product used for occupant ingress, egress and access in nonresidential buildings, including, but not limited to, exterior entrances utilizing latching hardware and automatic closers and containing over 50 percent glazing specifically designed to withstand heavy-duty usage.

EQUIPMENT ROOM. A space that contains either electrical equipment, mechanical equipment, machinery, water pumps or hydraulic pumps that are a function of the building's services.

EXTERIOR WALL. Walls including both above-grade walls and basement walls.

FAN, EMBEDDED. A fan that is part of a manufactured assembly where the assembly includes functions other than air movement.

FAN ARRAY. Multiple fans in parallel between two plenum sections in an air distribution system.

FAN BRAKE HORSEPOWER (BHP). The horsepower delivered to the fan's shaft. Brake horsepower does not include the mechanical drive losses, such as that from belts and gears.

FAN ENERGY INDEX (FEI). The ratio of the electric input power of a reference fan to the electric input power of the actual fan as calculated in accordance with AMCA 208.

FAN NAMEPLATE ELECTRICAL INPUT POWER. The nominal electrical input power rating stamped on a fan assembly nameplate.

FAN SYSTEM BHP. The sum of the fan brake horsepower of all fans that are required to operate at fan system design conditions to supply air from the heating or cooling source to the *conditioned spaces* and return it to the source or exhaust it to the outdoors.

FAN SYSTEM DESIGN CONDITIONS. Operating conditions that can be expected to occur during normal system operation that result in the highest supply fan airflow rate to conditioned spaces served by the system, other than during air economizer operation.

FAN SYSTEM ELECTRICAL INPUT POWER. The sum of the fan electrical power of all fans that are required to operate at fan system design conditions to supply air from the heating or cooling source to the conditioned spaces and/or return it to the source or exhaust it to the outdoors.

FAN SYSTEM MOTOR NAMEPLATE HP. The sum of the motor nameplate horsepower of all fans that are required to operate at design conditions to supply air from the heating or cooling source to the *conditioned spaces* and return it to the source or exhaust it to the outdoors.

FAULT DETECTION AND DIAGNOSTICS (FDD) SYSTEM. A software platform that utilizes building analytic algorithms to convert data provided by sensors and devices to automatically identify faults in building systems and provide a prioritized list of actionable resolutions to those faults based on cost or energy avoidance, comfort and maintenance impact.

FENESTRATION. Products classified as either skylights or vertical fenestration.

Skylights. Glass or other transparent or translucent glazing material installed at a slope of less than 60 degrees (1.05 rad) from horizontal, including unit skylights, tubular daylighting devices and glazing materials in solariums, sunrooms, roofs, greenhouses and sloped walls.

Vertical fenestration. Windows that are fixed or operable, opaque doors, glazed doors, glazed block and combination opaque and glazed doors composed of glass

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or other transparent or translucent glazing materials and installed at a slope of not less than 60 degrees (1.05 rad) from horizontal.

FENESTRATION PRODUCT, FIELD-FABRICATED. A fenestration product whose frame is made at the construction site of standard dimensional lumber or other materials that were not previously cut or otherwise formed with the specific intention of being used to fabricate a fenestration product or exterior door. Field-fabricated does not include site-built fenestration.

FENESTRATION PRODUCT, SITE-BUILT. A fenestration designed to be made up of field-glazed or field-assembled units using specific factory cut or otherwise factory-formed framing and glazing units. Examples of site-built fenestration include storefront systems, curtain walls and atrium roof systems.

***F*-FACTOR.** The perimeter heat loss factor for slab-on-grade floors (Btu/h × ft × °F) [W/(m × K)].

FLOOR AREA, NET. The actual occupied area not including unoccupied accessory areas such as corridors, stairways, toilet rooms, mechanical rooms and closets.

GENERAL LIGHTING. Interior lighting that provides a substantially uniform level of illumination throughout a space.

GREENHOUSE. A structure or a thermally isolated area of a building that maintains a specialized sunlit environment exclusively used for, and essential to, the cultivation, protection or maintenance of plants. *Greenhouses* are those that are erected for a period of 180 days or more.

GROUP R. Buildings or portions of buildings that contain any of the following occupancies as established in the *International Building Code*:

1. *Group R*-1.
2. *Group R*-2 where located more than three stories in height above grade plane.
3. *Group R*-4 where located more than three stories in height above grade plane.

HEAT TRAP. An arrangement of piping and fittings, such as elbows, or a commercially available heat trap that prevents thermosyphoning of hot water during standby periods.

HEATED SLAB. Slab-on-grade construction in which the heating elements, hydronic tubing or hot air distribution system is in contact with, or placed within or under, the slab.

HIGH SPEED DOOR. A nonswinging door used primarily to facilitate vehicular access or material transportation, with a minimum opening rate of 32 inches (813 mm) per second, a minimum closing rate of 24 inches (610 mm) per second and that includes an automatic-closing device.

HISTORIC BUILDING. Any building or structure that is one or more of the following:

1. Listed, or certified as eligible for listing, by the State Historic Preservation Officer or the Keeper of the National Register of Historic Places, in the National Register of Historic Places.
2. Designated as historic under an applicable state or local law.
3. Certified as a contributing resource within a National Register-listed, state-designated or locally designated historic district.

IEC DESIGN H MOTOR. An electric motor that meets all of the following:

1. It is an induction motor designed for use with three-phase power.
2. It contains a cage rotor.
3. It is capable of direct-on-line starting.
4. It has four, six or eight poles.
5. It is rated from 0.4 kW to 1600 kW at a frequency of 60 hertz.

IEC DESIGN N MOTOR. An electric motor that meets all of the following:

1. It is an induction motor designed for use with three-phase power.
2. It contains a cage rotor.
3. It is capable of direct-on-line starting.
4. It has two, four, six or eight poles.
5. It is rated from 0.4 kW to 1600 kW at a frequency of 60 hertz.

INFILTRATION. The uncontrolled inward air leakage into a building caused by the pressure effects of wind or the effect of differences in the indoor and outdoor air density or both.

INFORMATION TECHNOLOGY EQUIPMENT (ITE). Items including computers, data storage devices, servers and network and communication equipment.

INTEGRATED PART LOAD VALUE (IPLV). A single-number figure of merit based on part-load EER, COP or kW/ton expressing part-load efficiency for air-conditioning and heat pump equipment on the basis of weighted operation at various load capacities for equipment.

INTERNAL CURTAIN SYSTEM. A system consisting of movable panels of fabric or plastic film used to cover and uncover the space enclosed in a *greenhouse* on a daily basis.

ISOLATION DEVICES. Devices that isolate HVAC zones so that they can be operated independently of one another. *Isolation devices* include separate systems, isolation dampers and controls providing shutoff at terminal boxes.

LABELED. Equipment, materials or products to which have been affixed a label, seal, symbol or other identifying mark of a nationally recognized testing laboratory, *approved agency* or other organization concerned with product evaluation that maintains periodic inspection of the production of the labeled items and whose labeling indicates either that the equipment, material or product meets identified standards or has been tested and found suitable for a specified purpose.

LARGE-DIAMETER CEILING FAN. A ceiling fan that is greater than 7 feet (2134 mm) in diameter. These fans are sometimes referred to as High-Volume, Low-Speed (HVLS) fans.

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LINER SYSTEM (Ls). A system that includes the following:

1. A continuous vapor barrier liner membrane that is installed below the purlins and that is uninterrupted by framing members.
2. An uncompressed, unfaced insulation resting on top of the liner membrane and located between the purlins.

For multilayer installations, the last rated *R*-value of insulation is for unfaced insulation draped over purlins and then compressed when the metal roof panels are attached.

LISTED. Equipment, materials, products or services included in a list published by an organization acceptable to the *code official* and concerned with evaluation of products or services that maintains periodic inspection of production of *listed* equipment or materials or periodic evaluation of services and whose listing states either that the equipment, material, product or service meets identified standards or has been tested and found suitable for a specified purpose.

LOW-SLOPED ROOF. A roof having a slope less than 2 units vertical in 12 units horizontal.

LOW-VOLTAGE DRY-TYPE DISTRIBUTION TRANSFORMER. A transformer that is air-cooled, does not use oil as a coolant, has an input voltage less than or equal to 600 volts and is rated for operation at a frequency of 60 hertz.

LUMINAIRE-LEVEL LIGHTING CONTROLS. A lighting system consisting of one or more luminaires with embedded lighting control logic, occupancy and ambient light sensors, wireless networking capabilities and local override switching capability, where required.

MANUAL. Capable of being operated by personal intervention (see "*Automatic*").

NAMEPLATE HORSEPOWER. The nominal motor output power rating stamped on the motor nameplate.

NEMA DESIGN A MOTOR. A squirrel-cage motor that meets all of the following:

1. It is designed to withstand full-voltage starting and develop locked-rotor torque as shown in paragraph 12.38.1 of NEMA MG 1.
2. It has pull-up torque not less than the values shown in paragraph 12.40.1 of NEMA MG 1.
3. It has breakdown torque not less than the values shown in paragraph 12.39.1 of NEMA MG 1.
4. It has a locked-rotor current higher than the values shown in paragraph 12.35.1 of NEMA MG 1 for 60 hertz and paragraph 12.35.2 of NEMA MG 1 for 50 hertz.
5. It has a slip at rated load of less than 5 percent for motors with fewer than 10 poles.

NEMA DESIGN B MOTOR. A squirrel-cage motor that meets all of the following:

1. It is designed to withstand full-voltage starting.
2. It develops locked-rotor, breakdown and pull-up torques adequate for general application as specified in Sections 12.38, 12.39 and 12.40 of NEMA MG1.
3. It draws locked-rotor current not to exceed the values shown in Section 12.35.1 for 60 hertz and Section 12.35.2 for 50 hertz of NEMA MG1.
4. It has a slip at rated load of less than 5 percent for motors with fewer than 10 poles.

NEMA DESIGN C MOTOR. A squirrel-cage motor that meets all of the following:

1. Designed to withstand full-voltage starting and develop locked-rotor torque for high-torque applications up to the values shown in paragraph 12.38.2 of NEMA MG1 (incorporated by reference, see A§431.15).
2. It has pull-up torque not less than the values shown in paragraph 12.40.2 of NEMA MG1.
3. It has breakdown torque not less than the values shown in paragraph 12.39.2 of NEMA MG1.
4. It has a locked-rotor current not to exceed the values shown in paragraph 12.35.1 of NEMA MG1 for 60 hertz and paragraph 12.35.2 for 50 hertz.
5. It has a slip at rated load of less than 5 percent.

NETWORKED GUESTROOM CONTROL SYSTEM. A control system, with access from the front desk or other central location associated with a *Group R*-1 building, that is capable of identifying the rented and unrented status of each guestroom according to a timed schedule, and is capable of controlling HVAC in each hotel and motel guestroom separately.

NONSTANDARD PART LOAD VALUE (NPLV). A single-number part-load efficiency figure of merit calculated and referenced to conditions other than IPLV conditions, for units that are not designed to operate at AHRI standard rating conditions.

OCCUPANT SENSOR CONTROL. An automatic control device or system that detects the presence or absence of people within an area and causes lighting, equipment or appliances to be regulated accordingly.

ON-SITE RENEWABLE ENERGY. Energy from renewable energy resources harvested at the building project site.

OPAQUE DOOR. A door that is not less than 50-percent opaque in surface area.

POWERED ROOF/WALL VENTILATORS. A fan consisting of a centrifugal or axial impeller with an integral driver in a weather-resistant housing and with a base designed to fit, usually by means of a curb, over a wall or roof opening.

PROPOSED DESIGN. A description of the proposed building used to estimate annual energy use for determining compliance based on total building performance.

RADIANT HEATING SYSTEM. A heating system that transfers heat to objects and surfaces within a conditioned space, primarily by infrared radiation.

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READY ACCESS (TO). That which enables a device, appliance or equipment to be directly reached without requiring the removal or movement of any panel or similar obstruction.

REFRIGERANT DEW POINT. The refrigerant vapor saturation temperature at a specified pressure.

REFRIGERATED WAREHOUSE COOLER. An enclosed storage space capable of being refrigerated to temperatures above 32°F (0°C) that can be walked into and has a total chilled storage area of not less than 3,000 square feet (279 m^2).

REFRIGERATED WAREHOUSE FREEZER. An enclosed storage space capable of being refrigerated to temperatures at or below 32°F (0°C) that can be walked into and has a total chilled storage area of not less than 3,000 square feet (279 m^2).

REFRIGERATION SYSTEM, LOW TEMPERATURE. Systems for maintaining food product in a frozen state in refrigeration applications.

REFRIGERATION SYSTEM, MEDIUM TEMPERATURE. Systems for maintaining food product above freezing in refrigeration applications.

REGISTERED DESIGN PROFESSIONAL. An individual who is registered or licensed to practice their respective design profession as defined by the statutory requirements of the professional registration laws of the state or jurisdiction in which the project is to be constructed.

RENEWABLE ENERGY RESOURCES. Energy derived from solar radiation, wind, waves, tides, landfill gas, biogas, biomass or extracted from hot fluid or steam heated within the earth.

REPAIR. The reconstruction or renewal of any part of an existing building for the purpose of its maintenance or to correct damage.

REROOFING. The process of recovering or replacing an existing roof covering. See "*Roof recover*" and "*Roof replacement*."

RESIDENTIAL BUILDING. For this code, includes detached one- and two-family dwellings and multiple single-family dwellings (townhouses) and *Group R*-2, R-3 and R-4 buildings three stories or less in height above grade plane.

ROOF ASSEMBLY. A system designed to provide weather protection and resistance to design loads. The system consists of a roof covering and roof deck or a single component serving as both the roof covering and the roof deck. A roof assembly includes the roof covering, underlayment, roof deck, insulation, vapor retarder and interior finish.

ROOF RECOVER. The process of installing an additional roof covering over an existing roof covering without removing the existing roof covering.

ROOF REPAIR. Reconstruction or renewal of any part of an existing roof for the purpose of its maintenance.

ROOF REPLACEMENT. The process of removing the existing roof covering, repairing any damaged substrate and installing a new roof covering.

ROOFTOP MONITOR. A raised section of a roof containing vertical fenestration along one or more sides.

***R*-VALUE (THERMAL RESISTANCE).** The inverse of the time rate of heat flow through a body from one of its bounding surfaces to the other surface for a unit temperature difference between the two surfaces, under steady state conditions, per unit area ($h \times ft^2 \times °F/Btu$) [($m^2 \times K$)/W].

SATURATED CONDENSING TEMPERATURE. The saturation temperature corresponding to the measured refrigerant pressure at the condenser inlet for single component and azeotropic refrigerants, and the arithmetic average of the dew point and *bubble point* temperatures corresponding to the refrigerant pressure at the condenser entrance for zeotropic refrigerants.

SERVICE WATER HEATING. Supply of hot water for purposes other than comfort heating.

SLEEPING UNIT. A room or space in which people sleep that can include permanent provisions for living, eating, and either sanitation or kitchen facilities but not both. Such rooms and spaces that are part of a dwelling unit are not *sleeping units*.

SMALL ELECTRIC MOTOR. A general purpose alternating-current single-speed induction motor.

SOLAR HEAT GAIN COEFFICIENT (SHGC). The ratio of the solar heat gain entering the space through the fenestration assembly to the incident solar radiation. Solar heat gain includes directly transmitted solar heat and absorbed solar radiation that is then reradiated, conducted or convected into the space.

STANDARD REFERENCE DESIGN. A version of the *proposed design* that meets the minimum requirements of this code and is used to determine the maximum annual energy use requirement for compliance based on total building performance.

STOREFRONT. A system of doors and windows mulled as a composite fenestration structure that has been designed to resist heavy use. *Storefront* systems include, but are not limited to, exterior fenestration systems that span from the floor level or above to the ceiling of the same story on commercial buildings, with or without mulled windows and doors.

TESTING UNIT ENCLOSURE AREA. The area sum of all the boundary surfaces that define the *dwelling unit*, *sleeping unit* or occupiable *conditioned space* including top/ceiling, bottom/floor and all side walls. This does not include interior partition walls within the *dwelling unit*, *sleeping unit*, or occupiable *conditioned space*. Wall height shall be measured from the finished floor of the *conditioned space* to the finished floor or roof/ceiling air barrier above.

THERMAL DISTRIBUTION EFFICIENCY (TDE). The resistance to changes in air heat as air is conveyed through a distance of air duct. TDE is a heat loss calculation evaluating the difference in the heat of the air between the air duct inlet and outlet caused by differences in temperatures between the air in the duct and the duct material. TDE is expressed as a percent difference between the inlet and outlet heat in the duct.

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THERMOSTAT. An automatic control device used to maintain temperature at a fixed or adjustable setpoint.

TIME SWITCH CONTROL. An automatic control device or system that controls lighting or other loads, including switching off, based on time schedules.

***U*-FACTOR (THERMAL TRANSMITTANCE).** The coefficient of heat transmission (air to air) through a building component or assembly, equal to the time rate of heat flow per unit area and unit temperature difference between the warm side and cold side air films (Btu/h × ft^2 × °F) [W/(m^2 × K)].

VARIABLE REFRIGERANT FLOW SYSTEM. An engineered direct-expansion (DX) refrigerant system that incorporates a common condensing unit, at least one variable-capacity compressor, a distributed refrigerant piping network to multiple indoor fan heating and cooling units each capable of individual zone temperature control, through integral zone temperature control devices and a common communications network. Variable refrigerant flow utilizes three or more steps of control on common interconnecting piping.

VEGETATIVE ROOF. An assembly of interacting components designed to waterproof a building's top surface that includes, by design, vegetation and related landscape elements.

VENTILATION. The natural or mechanical process of supplying conditioned or unconditioned air to, or removing such air from, any space.

VENTILATION AIR. That portion of supply air that comes from outside (outdoors) plus any recirculated air that has been treated to maintain the desired quality of air within a designated space.

VISIBLE TRANSMITTANCE (VT). The ratio of visible light entering the space through the fenestration product assembly to the incident visible light. Visible transmittance includes the effects of glazing material and frame and is expressed as a number between 0 and 1.

VISIBLE TRANSMITTANCE, ANNUAL (VT_{annual}). The ratio of visible light entering the space through the fenestration product assembly to the incident visible light during the course of a year, which includes the effects of glazing material, frame, and light well or tubular conduit, and is expressed as a number between 0 and 1.

VOLTAGE DROP. A decrease in voltage caused by losses in the wiring systems that connect the power source to the load.

WALK-IN COOLER. An enclosed storage space capable of being refrigerated to temperatures above 32°F (0°C) and less than 55°F (12.8°C) that can be walked into, has a ceiling height of not less than 7 feet (2134 mm) and has a total chilled storage area of less than 3,000 square feet (279 m^2).

WALK-IN FREEZER. An enclosed storage space capable of being refrigerated to temperatures at or below 32°F (0°C) that can be walked into, has a ceiling height of not less than 7 feet (2134 mm) and has a total chilled storage area of less than 3,000 square feet (279 m^2).

WALL, ABOVE-GRADE. A wall associated with the *building thermal envelope* that is more than 15 percent above grade and is on the exterior of the building or any wall that is associated with the *building thermal envelope* that is not on the exterior of the building. This includes, but is not limited to, between-floor spandrels, peripheral edges of floors, roof knee walls, dormer walls, gable end walls, walls enclosing a mansard roof and skylight shafts.

WALL, BELOW-GRADE. A wall associated with the basement or first story of the building that is part of the *building thermal envelope*, is not less than 85 percent below grade and is on the exterior of the building.

WATER HEATER. Any heating appliance or equipment that heats potable water and supplies such water to the potable hot water distribution system.

ZONE. A space or group of spaces within a building with heating or cooling requirements that are sufficiently similar so that desired conditions can be maintained throughout using a single controlling device.

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CHAPTER 3 [CE]
GENERAL REQUIREMENTS

User note:

About this chapter: *Chapter 3 addresses broadly applicable requirements that would not be at home in other chapters having more specific coverage of subject matter. This chapter establishes climate zone by US counties and territories and includes methodology for determining climate zones elsewhere. It also contains product rating, marking and installation requirements for materials such as insulation, windows, doors and siding.*

SECTION C301
CLIMATE ZONES

C301.1 General. *Climate zones* from Figure C301.1 or Table C301.1 shall be used for determining the applicable requirements from Chapter 4. Locations not indicated in Table C301.1 shall be assigned a *climate zone* in accordance with Section C301.3.

C301.2 Warm Humid counties. In Table C301.1, Warm Humid counties are identified by an asterisk.

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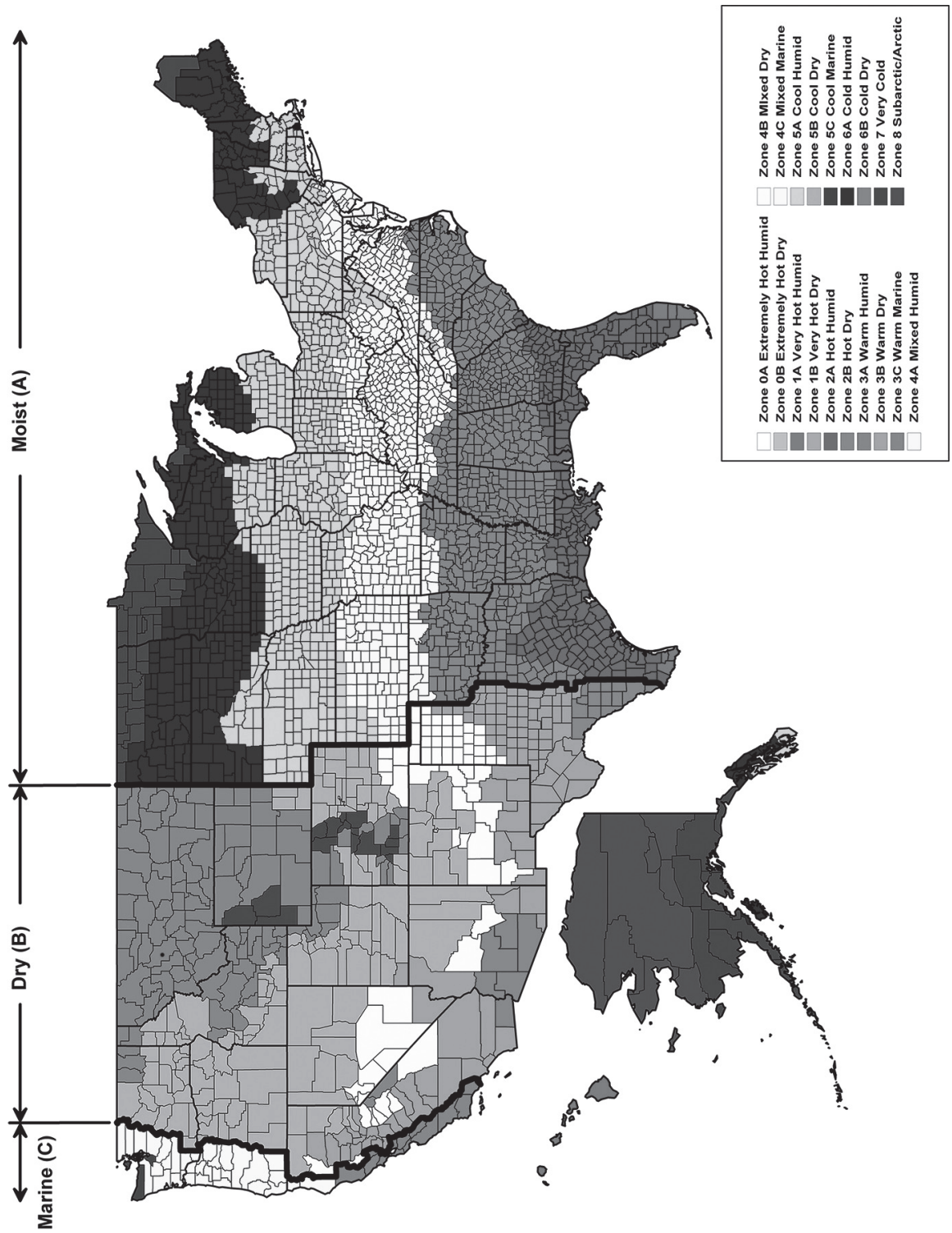

FIGURE C301.1
CLIMATE ZONES

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TABLE C301.1
CLIMATE ZONES, MOISTURE REGIMES, AND WARM HUMID DESIGNATIONS BY STATE, COUNTY AND TERRITORY[a]

US STATES
ALABAMA
3A Autauga*
2A Baldwin*
3A Barbour*
3A Bibb
3A Blount
3A Bullock*
3A Butler*
3A Calhoun
3A Chambers
3A Cherokee
3A Chilton
3A Choctaw*
3A Clarke*
3A Clay
3A Cleburne
2A Coffee*
3A Colbert
3A Conecuh*
3A Coosa
2A Covington*
3A Crenshaw*
3A Cullman
2A Dale*
3A Dallas*
3A DeKalb
3A Elmore*
2A Escambia*
3A Etowah
3A Fayette
3A Franklin
2A Geneva*
3A Greene
3A Hale
2A Henry*
2A Houston*
3A Jackson
3A Jefferson
3A Lamar
3A Lauderdale
3A Lawrence
3A Lee
3A Limestone
3A Lowndes*
3A Macon*
3A Madison
3A Marengo*
3A Marion
3A Marshall
2A Mobile*
3A Monroe*
3A Montgomery*
3A Morgan
3A Perry*
3A Pickens
3A Pike*
3A Randolph
3A Russell*
3A Shelby
3A St. Clair
3A Sumter
3A Talladega
3A Tallapoosa
3A Tuscaloosa
3A Walker
3A Washington*
3A Wilcox*
3A Winston
ALASKA
7 Aleutians East
7 Aleutians West
7 Anchorage
7 Bethel
7 Bristol Bay
8 Denali
7 Dillingham
8 Fairbanks North Star
6A Haines
6A Juneau
7 Kenai Peninsula
5C Ketchikan Gateway
6A Kodiak Island
7 Lake and Peninsula
7 Matanuska-Susitna
8 Nome
8 North Slope
8 Northwest Arctic

(continued)

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TABLE C301.1—continued
CLIMATE ZONES, MOISTURE REGIMES, AND WARM HUMID DESIGNATIONS BY STATE, COUNTY AND TERRITORY[a]

US STATES—continued
ALASKA *(continued)*
5C Prince of Wales Outer Ketchikan
5C Sitka
6A Skagway-Hoonah-Angoon
8 Southeast Fairbanks
7 Valdez-Cordova
8 Wade Hampton
6A Wrangell-Petersburg
7 Yakutat
8 Yukon-Koyukuk
ARIZONA
5B Apache
3B Cochise
5B Coconino
4B Gila
3B Graham
3B Greenlee
2B La Paz
2B Maricopa
3B Mohave
5B Navajo
2B Pima
2B Pinal
3B Santa Cruz
4B Yavapai
2B Yuma
ARKANSAS
3A Arkansas
3A Ashley
4A Baxter
4A Benton
4A Boone
3A Bradley
3A Calhoun
4A Carroll
3A Chicot
3A Clark
3A Clay
3A Cleburne
3A Cleveland
3A Columbia*
3A Conway
3A Craighead
3A Crawford
3A Crittenden
3A Cross
3A Dallas
3A Desha
3A Drew
3A Faulkner
3A Franklin
4A Fulton
3A Garland
3A Grant
3A Greene
3A Hempstead*
3A Hot Spring
3A Howard
3A Independence
4A Izard
3A Jackson
3A Jefferson
3A Johnson
3A Lafayette*
3A Lawrence
3A Lee
3A Lincoln
3A Little River*
3A Logan
3A Lonoke
4A Madison
4A Marion
3A Miller*
3A Mississippi
3A Monroe
3A Montgomery
3A Nevada
4A Newton
3A Ouachita
3A Perry
3A Phillips
3A Pike
3A Poinsett
3A Polk
3A Pope
3A Prairie
3A Pulaski
3A Randolph

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TABLE C301.1—continued
CLIMATE ZONES, MOISTURE REGIMES, AND WARM HUMID DESIGNATIONS BY STATE, COUNTY AND TERRITORY[a]

US STATES—continued
ARKANSAS *(continued)*
3A Saline
3A Scott
4A Searcy
3A Sebastian
3A Sevier*
3A Sharp
3A St. Francis
4A Stone
3A Union*
3A Van Buren
4A Washington
3A White
3A Woodruff
3A Yell
CALIFORNIA
3C Alameda
6B Alpine
4B Amador
3B Butte
4B Calaveras
3B Colusa
3B Contra Costa
4C Del Norte
4B El Dorado
3B Fresno
3B Glenn
4C Humboldt
2B Imperial
4B Inyo
3B Kern
3B Kings
4B Lake
5B Lassen
3B Los Angeles
3B Madera
3C Marin
4B Mariposa
3C Mendocino
3B Merced
5B Modoc
6B Mono
3C Monterey
3C Napa
5B Nevada
3B Orange
3B Placer
5B Plumas
3B Riverside
3B Sacramento
3C San Benito
3B San Bernardino
3B San Diego
3C San Francisco
3B San Joaquin
3C San Luis Obispo
3C San Mateo
3C Santa Barbara
3C Santa Clara
3C Santa Cruz
3B Shasta
5B Sierra
5B Siskiyou
3B Solano
3C Sonoma
3B Stanislaus
3B Sutter
3B Tehama
4B Trinity
3B Tulare
4B Tuolumne
3C Ventura
3B Yolo
3B Yuba
COLORADO
5B Adams
6B Alamosa
5B Arapahoe
6B Archuleta
4B Baca
4B Bent
5B Boulder
5B Broomfield
6B Chaffee
5B Cheyenne
7 Clear Creek
6B Conejos
6B Costilla
5B Crowley

(continued)

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TABLE C301.1—continued
CLIMATE ZONES, MOISTURE REGIMES, AND WARM HUMID DESIGNATIONS BY STATE, COUNTY AND TERRITORY[a]

US STATES—continued
COLORADO *(continued)*
5B Custer
5B Delta
5B Denver
6B Dolores
5B Douglas
6B Eagle
5B Elbert
5B El Paso
5B Fremont
5B Garfield
5B Gilpin
7 Grand
7 Gunnison
7 Hinsdale
5B Huerfano
7 Jackson
5B Jefferson
5B Kiowa
5B Kit Carson
7 Lake
5B La Plata
5B Larimer
4B Las Animas
5B Lincoln
5B Logan
5B Mesa
7 Mineral
6B Moffat
5B Montezuma
5B Montrose
5B Morgan
4B Otero
6B Ouray
7 Park
5B Phillips
7 Pitkin
4B Prowers
5B Pueblo
6B Rio Blanco
7 Rio Grande
7 Routt
6B Saguache
7 San Juan
6B San Miguel
5B Sedgwick
7 Summit
5B Teller
5B Washington
5B Weld
5B Yuma
CONNECTICUT
5A (all)
DELAWARE
4A (all)
DISTRICT OF COLUMBIA
4A (all)
FLORIDA
2A Alachua*
2A Baker*
2A Bay*
2A Bradford*
2A Brevard*
1A Broward*
2A Calhoun*
2A Charlotte*
2A Citrus*
2A Clay*
2A Collier*
2A Columbia*
2A DeSoto*
2A Dixie*
2A Duval*
2A Escambia*
2A Flagler*
2A Franklin*
2A Gadsden*
2A Gilchrist*
2A Glades*
2A Gulf*
2A Hamilton*
2A Hardee*
2A Hendry*
2A Hernando*
2A Highlands*
2A Hillsborough*
2A Holmes*
2A Indian River*
2A Jackson*

(continued)

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TABLE C301.1—continued
CLIMATE ZONES, MOISTURE REGIMES, AND WARM HUMID DESIGNATIONS BY STATE, COUNTY AND TERRITORY[a]

US STATES—continued
FLORIDA *(continued)*
2A Jefferson*
2A Lafayette*
2A Lake*
2A Lee*
2A Leon*
2A Levy*
2A Liberty*
2A Madison*
2A Manatee*
2A Marion*
2A Martin*
1A Miami-Dade*
1A Monroe*
2A Nassau*
2A Okaloosa*
2A Okeechobee*
2A Orange*
2A Osceola*
1A Palm Beach*
2A Pasco*
2A Pinellas*
2A Polk*
2A Putnam*
2A Santa Rosa*
2A Sarasota*
2A Seminole*
2A St. Johns*
2A St. Lucie*
2A Sumter*
2A Suwannee*
2A Taylor*
2A Union*
2A Volusia*
2A Wakulla*
2A Walton*
2A Washington*
GEORGIA
2A Appling*
2A Atkinson*
2A Bacon*
2A Baker*
3A Baldwin
3A Banks
3A Barrow
3A Bartow
3A Ben Hill*
2A Berrien*
3A Bibb
3A Bleckley*
2A Brantley*
2A Brooks*
2A Bryan*
3A Bulloch*
3A Burke
3A Butts
2A Calhoun*
2A Camden*
3A Candler*
3A Carroll
3A Catoosa
2A Charlton*
2A Chatham*
3A Chattahoochee*
3A Chattooga
3A Cherokee
3A Clarke
3A Clay*
3A Clayton
2A Clinch*
3A Cobb
2A Coffee*
2A Colquitt*
3A Columbia
2A Cook*
3A Coweta
3A Crawford
3A Crisp*
3A Dade
3A Dawson
2A Decatur*
3A DeKalb
3A Dodge*
3A Dooly*
2A Dougherty*
3A Douglas
2A Early*
2A Echols*
2A Effingham*

(continued)

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TABLE C301.1—continued
CLIMATE ZONES, MOISTURE REGIMES, AND WARM HUMID DESIGNATIONS BY STATE, COUNTY AND TERRITORY[a]

US STATES—continued
GEORGIA *(continued)*
3A Elbert
3A Emanuel*
2A Evans*
3A Fannin
3A Fayette
3A Floyd
3A Forsyth
3A Franklin
3A Fulton
3A Gilmer
3A Glascock
2A Glynn*
3A Gordon
2A Grady*
3A Greene
3A Gwinnett
3A Habersham
3A Hall
3A Hancock
3A Haralson
3A Harris
3A Hart
3A Heard
3A Henry
3A Houston*
3A Irwin*
3A Jackson
3A Jasper
2A Jeff Davis*
3A Jefferson
3A Jenkins*
3A Johnson*
3A Jones
3A Lamar
2A Lanier*
3A Laurens*
3A Lee*
2A Liberty*
3A Lincoln
2A Long*
2A Lowndes*
3A Lumpkin
3A Macon*
3A Madison
3A Marion*
3A McDuffie
2A McIntosh*
3A Meriwether
2A Miller*
2A Mitchell*
3A Monroe
3A Montgomery*
3A Morgan
3A Murray
3A Muscogee
3A Newton
3A Oconee
3A Oglethorpe
3A Paulding
3A Peach*
3A Pickens
2A Pierce*
3A Pike
3A Polk
3A Pulaski*
3A Putnam
3A Quitman*
3A Rabun
3A Randolph*
3A Richmond
3A Rockdale
3A Schley*
3A Screven*
2A Seminole*
3A Spalding
3A Stephens
3A Stewart*
3A Sumter*
3A Talbot
3A Taliaferro
2A Tattnall*
3A Taylor*
3A Telfair*
3A Terrell*
2A Thomas*
2A Tift*
2A Toombs*
3A Towns

(continued)

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TABLE C301.1—continued
CLIMATE ZONES, MOISTURE REGIMES, AND WARM HUMID DESIGNATIONS BY STATE, COUNTY AND TERRITORY[a]

US STATES—continued
GEORGIA *(continued)*
3A Treutlen*
3A Troup
3A Turner*
3A Twiggs*
3A Union
3A Upson
3A Walker
3A Walton
2A Ware*
3A Warren
3A Washington
2A Wayne*
3A Webster*
3A Wheeler*
3A White
3A Whitfield
3A Wilcox*
3A Wilkes
3A Wilkinson
2A Worth*
HAWAII
1A (all)*
IDAHO
5B Ada
6B Adams
6B Bannock
6B Bear Lake
5B Benewah
6B Bingham
6B Blaine
6B Boise
6B Bonner
6B Bonneville
6B Boundary
6B Butte
6B Camas
5B Canyon
6B Caribou
5B Cassia
6B Clark
5B Clearwater
6B Custer
5B Elmore
6B Franklin
6B Fremont
5B Gem
5B Gooding
5B Idaho
6B Jefferson
5B Jerome
5B Kootenai
5B Latah
6B Lemhi
5B Lewis
5B Lincoln
6B Madison
5B Minidoka
5B Nez Perce
6B Oneida
5B Owyhee
5B Payette
5B Power
5B Shoshone
6B Teton
5B Twin Falls
6B Valley
5B Washington
ILLINOIS
5A Adams
4A Alexander
4A Bond
5A Boone
5A Brown
5A Bureau
4A Calhoun
5A Carroll
5A Cass
5A Champaign
4A Christian
4A Clark
4A Clay
4A Clinton
4A Coles
5A Cook
4A Crawford
4A Cumberland
5A DeKalb
5A De Witt

(continued)

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TABLE C301.1—continued
CLIMATE ZONES, MOISTURE REGIMES, AND WARM HUMID DESIGNATIONS BY STATE, COUNTY AND TERRITORY[a]

US STATES—continued
ILLINOIS *(continued)*
5A Douglas
5A DuPage
5A Edgar
4A Edwards
4A Effingham
4A Fayette
5A Ford
4A Franklin
5A Fulton
4A Gallatin
4A Greene
5A Grundy
4A Hamilton
5A Hancock
4A Hardin
5A Henderson
5A Henry
5A Iroquois
4A Jackson
4A Jasper
4A Jefferson
4A Jersey
5A Jo Daviess
4A Johnson
5A Kane
5A Kankakee
5A Kendall
5A Knox
5A Lake
5A La Salle
4A Lawrence
5A Lee
5A Livingston
5A Logan
5A Macon
4A Macoupin
4A Madison
4A Marion
5A Marshall
5A Mason
4A Massac
5A McDonough
5A McHenry
5A McLean
5A Menard
5A Mercer
4A Monroe
4A Montgomery
5A Morgan
5A Moultrie
5A Ogle
5A Peoria
4A Perry
5A Piatt
5A Pike
4A Pope
4A Pulaski
5A Putnam
4A Randolph
4A Richland
5A Rock Island
4A Saline
5A Sangamon
5A Schuyler
5A Scott
4A Shelby
5A Stark
4A St. Clair
5A Stephenson
5A Tazewell
4A Union
5A Vermilion
4A Wabash
5A Warren
4A Washington
4A Wayne
4A White
5A Whiteside
5A Will
4A Williamson
5A Winnebago
5A Woodford
INDIANA
5A Adams
5A Allen
4A Bartholomew
5A Benton
5A Blackford
5A Boone
4A Brown

(continued)

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TABLE C301.1—continued
CLIMATE ZONES, MOISTURE REGIMES, AND WARM HUMID DESIGNATIONS BY STATE, COUNTY AND TERRITORY[a]

US STATES—continued
INDIANA *(continued)*
5A Carroll
5A Cass
4A Clark
4A Clay
5A Clinton
4A Crawford
4A Daviess
4A Dearborn
4A Decatur
5A De Kalb
5A Delaware
4A Dubois
5A Elkhart
4A Fayette
4A Floyd
5A Fountain
4A Franklin
5A Fulton
4A Gibson
5A Grant
4A Greene
5A Hamilton
5A Hancock
4A Harrison
4A Hendricks
5A Henry
5A Howard
5A Huntington
4A Jackson
5A Jasper
5A Jay
4A Jefferson
4A Jennings
4A Johnson
4A Knox
5A Kosciusko
5A LaGrange
5A Lake
5A LaPorte
4A Lawrence
5A Madison
4A Marion
5A Marshall
4A Martin
5A Miami
4A Monroe
5A Montgomery
4A Morgan
5A Newton
5A Noble
4A Ohio
4A Orange
4A Owen
5A Parke
4A Perry
4A Pike
5A Porter
4A Posey
5A Pulaski
4A Putnam
5A Randolph
4A Ripley
4A Rush
4A Scott
4A Shelby
4A Spencer
5A Starke
5A Steuben
5A St. Joseph
4A Sullivan
4A Switzerland
5A Tippecanoe
5A Tipton
4A Union
4A Vanderburgh
5A Vermillion
4A Vigo
5A Wabash
5A Warren
4A Warrick
4A Washington
5A Wayne
5A Wells
5A White
5A Whitley
IOWA
5A Adair
5A Adams

(continued)

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TABLE C301.1—continued
CLIMATE ZONES, MOISTURE REGIMES, AND WARM HUMID DESIGNATIONS BY STATE, COUNTY AND TERRITORY[a]

US STATES—continued
IOWA *(continued)*
5A Allamakee
5A Appanoose
5A Audubon
5A Benton
6A Black Hawk
5A Boone
5A Bremer
5A Buchanan
5A Buena Vista
5A Butler
5A Calhoun
5A Carroll
5A Cass
5A Cedar
6A Cerro Gordo
5A Cherokee
5A Chickasaw
5A Clarke
6A Clay
5A Clayton
5A Clinton
5A Crawford
5A Dallas
5A Davis
5A Decatur
5A Delaware
5A Des Moines
6A Dickinson
5A Dubuque
6A Emmet
5A Fayette
5A Floyd
5A Franklin
5A Fremont
5A Greene
5A Grundy
5A Guthrie
5A Hamilton
6A Hancock
5A Hardin
5A Harrison
5A Henry
5A Howard
5A Humboldt
5A Ida
5A Iowa
5A Jackson
5A Jasper
5A Jefferson
5A Johnson
5A Jones
5A Keokuk
6A Kossuth
5A Lee
5A Linn
5A Louisa
5A Lucas
6A Lyon
5A Madison
5A Mahaska
5A Marion
5A Marshall
5A Mills
6A Mitchell
5A Monona
5A Monroe
5A Montgomery
5A Muscatine
6A O'Brien
6A Osceola
5A Page
6A Palo Alto
5A Plymouth
5A Pocahontas
5A Polk
5A Pottawattamie
5A Poweshiek
5A Ringgold
5A Sac
5A Scott
5A Shelby
6A Sioux
5A Story
5A Tama
5A Taylor
5A Union
5A Van Buren
5A Wapello

(continued)

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TABLE C301.1—continued
CLIMATE ZONES, MOISTURE REGIMES, AND WARM HUMID DESIGNATIONS BY STATE, COUNTY AND TERRITORY[a]

US STATES—continued
IOWA *(continued)*
5A Warren
5A Washington
5A Wayne
5A Webster
6A Winnebago
5A Winneshiek
5A Woodbury
6A Worth
5A Wright
KANSAS
4A Allen
4A Anderson
4A Atchison
4A Barber
4A Barton
4A Bourbon
4A Brown
4A Butler
4A Chase
4A Chautauqua
4A Cherokee
5A Cheyenne
4A Clark
4A Clay
4A Cloud
4A Coffey
4A Comanche
4A Cowley
4A Crawford
5A Decatur
4A Dickinson
4A Doniphan
4A Douglas
4A Edwards
4A Elk
4A Ellis
4A Ellsworth
4A Finney
4A Ford
4A Franklin
4A Geary
5A Gove
4A Graham
4A Grant
4A Gray
5A Greeley
4A Greenwood
4A Hamilton
4A Harper
4A Harvey
4A Haskell
4A Hodgeman
4A Jackson
4A Jefferson
5A Jewell
4A Johnson
4A Kearny
4A Kingman
4A Kiowa
4A Labette
4A Lane
4A Leavenworth
4A Lincoln
4A Linn
5A Logan
4A Lyon
4A Marion
4A Marshall
4A McPherson
4A Meade
4A Miami
4A Mitchell
4A Montgomery
4A Morris
4A Morton
4A Nemaha
4A Neosho
4A Ness
5A Norton
4A Osage
4A Osborne
4A Ottawa
4A Pawnee
5A Phillips
4A Pottawatomie
4A Pratt
5A Rawlins
4A Reno

(continued)

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TABLE C301.1—continued
CLIMATE ZONES, MOISTURE REGIMES, AND WARM HUMID DESIGNATIONS BY STATE, COUNTY AND TERRITORY[a]

US STATES—continued
KANSAS *(continued)*
5A Republic
4A Rice
4A Riley
4A Rooks
4A Rush
4A Russell
4A Saline
5A Scott
4A Sedgwick
4A Seward
4A Shawnee
5A Sheridan
5A Sherman
5A Smith
4A Stafford
4A Stanton
4A Stevens
4A Sumner
5A Thomas
4A Trego
4A Wabaunsee
5A Wallace
4A Washington
5A Wichita
4A Wilson
4A Woodson
4A Wyandotte
KENTUCKY
4A (all)
LOUISIANA
2A Acadia*
2A Allen*
2A Ascension*
2A Assumption*
2A Avoyelles*
2A Beauregard*
3A Bienville*
3A Bossier*
3A Caddo*
2A Calcasieu*
3A Caldwell*
2A Cameron*
3A Catahoula*
3A Claiborne*
3A Concordia*
3A De Soto*
2A East Baton Rouge*
3A East Carroll
2A East Feliciana*
2A Evangeline*
3A Franklin*
3A Grant*
2A Iberia*
2A Iberville*
3A Jackson*
2A Jefferson*
2A Jefferson Davis*
2A Lafayette*
2A Lafourche*
3A La Salle*
3A Lincoln*
2A Livingston*
3A Madison*
3A Morehouse
3A Natchitoches*
2A Orleans*
3A Ouachita*
2A Plaquemines*
2A Pointe Coupee*
2A Rapides*
3A Red River*
3A Richland*
3A Sabine*
2A St. Bernard*
2A St. Charles*
2A St. Helena*
2A St. James*
2A St. John the Baptist*
2A St. Landry*
2A St. Martin*
2A St. Mary*
2A St. Tammany*
2A Tangipahoa*
3A Tensas*
2A Terrebonne*
3A Union*
2A Vermilion*
3A Vernon*

(continued)

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TABLE C301.1—continued
CLIMATE ZONES, MOISTURE REGIMES, AND WARM HUMID DESIGNATIONS BY STATE, COUNTY AND TERRITORY[a]

US STATES—continued
LOUISIANA *(continued)*
2A Washington*
3A Webster*
2A West Baton Rouge*
3A West Carroll
2A West Feliciana*
3A Winn*
MAINE
6A Androscoggin
7 Aroostook
6A Cumberland
6A Franklin
6A Hancock
6A Kennebec
6A Knox
6A Lincoln
6A Oxford
6A Penobscot
6A Piscataquis
6A Sagadahoc
6A Somerset
6A Waldo
6A Washington
6A York
MARYLAND
5A Allegany
4A Anne Arundel
4A Baltimore
4A Baltimore (city)
4A Calvert
4A Caroline
4A Carroll
4A Cecil
4A Charles
4A Dorchester
4A Frederick
5A Garrett
4A Harford
4A Howard
4A Kent
4A Montgomery
4A Prince George's
4A Queen Anne's
4A Somerset
4A St. Mary's
4A Talbot
4A Washington
4A Wicomico
4A Worcester
MASSACHUSETTS
5A (all)
MICHIGAN
6A Alcona
6A Alger
5A Allegan
6A Alpena
6A Antrim
6A Arenac
6A Baraga
5A Barry
5A Bay
6A Benzie
5A Berrien
5A Branch
5A Calhoun
5A Cass
6A Charlevoix
6A Cheboygan
6A Chippewa
6A Clare
5A Clinton
6A Crawford
6A Delta
6A Dickinson
5A Eaton
6A Emmet
5A Genesee
6A Gladwin
6A Gogebic
6A Grand Traverse
5A Gratiot
5A Hillsdale
6A Houghton
5A Huron
5A Ingham
5A Ionia
6A Iosco
6A Iron
6A Isabella

(continued)

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TABLE C301.1—continued
CLIMATE ZONES, MOISTURE REGIMES, AND WARM HUMID DESIGNATIONS BY STATE, COUNTY AND TERRITORY[a]

US STATES—continued
MICHIGAN *(continued)*
5A Jackson
5A Kalamazoo
6A Kalkaska
5A Kent
7 Keweenaw
6A Lake
5A Lapeer
6A Leelanau
5A Lenawee
5A Livingston
6A Luce
6A Mackinac
5A Macomb
6A Manistee
7 Marquette
6A Mason
6A Mecosta
6A Menominee
5A Midland
6A Missaukee
5A Monroe
5A Montcalm
6A Montmorency
5A Muskegon
6A Newaygo
5A Oakland
6A Oceana
6A Ogemaw
6A Ontonagon
6A Osceola
6A Oscoda
6A Otsego
5A Ottawa
6A Presque Isle
6A Roscommon
5A Saginaw
5A Sanilac
6A Schoolcraft
5A Shiawassee
5A St. Clair
5A St. Joseph
5A Tuscola
5A Van Buren
5A Washtenaw
5A Wayne
6A Wexford
MINNESOTA
7 Aitkin
6A Anoka
6A Becker
7 Beltrami
6A Benton
6A Big Stone
6A Blue Earth
6A Brown
7 Carlton
6A Carver
7 Cass
6A Chippewa
6A Chisago
6A Clay
7 Clearwater
7 Cook
6A Cottonwood
7 Crow Wing
6A Dakota
6A Dodge
6A Douglas
6A Faribault
5A Fillmore
6A Freeborn
6A Goodhue
6A Grant
6A Hennepin
5A Houston
7 Hubbard
6A Isanti
7 Itasca
6A Jackson
6A Kanabec
6A Kandiyohi
7 Kittson
7 Koochiching
6A Lac qui Parle
7 Lake
7 Lake of the Woods
6A Le Sueur
6A Lincoln

(continued)

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TABLE C301.1—continued
CLIMATE ZONES, MOISTURE REGIMES, AND WARM HUMID DESIGNATIONS BY STATE, COUNTY AND TERRITORY[a]

US STATES—continued
MINNESOTA *(continued)*
6A Lyon
7 Mahnomen
7 Marshall
6A Martin
6A McLeod
6A Meeker
6A Mille Lacs
6A Morrison
6A Mower
6A Murray
6A Nicollet
6A Nobles
7 Norman
6A Olmsted
6A Otter Tail
7 Pennington
7 Pine
6A Pipestone
7 Polk
6A Pope
6A Ramsey
7 Red Lake
6A Redwood
6A Renville
6A Rice
6A Rock
7 Roseau
6A Scott
6A Sherburne
6A Sibley
6A Stearns
6A Steele
6A Stevens
7 St. Louis
6A Swift
6A Todd
6A Traverse
6A Wabasha
7 Wadena
6A Waseca
6A Washington
6A Watonwan
6A Wilkin
5A Winona
6A Wright
6A Yellow Medicine
MISSISSIPPI
3A Adams*
3A Alcorn
3A Amite*
3A Attala
3A Benton
3A Bolivar
3A Calhoun
3A Carroll
3A Chickasaw
3A Choctaw
3A Claiborne*
3A Clarke
3A Clay
3A Coahoma
3A Copiah*
3A Covington*
3A DeSoto
3A Forrest*
3A Franklin*
2A George*
3A Greene*
3A Grenada
2A Hancock*
2A Harrison*
3A Hinds*
3A Holmes
3A Humphreys
3A Issaquena
3A Itawamba
2A Jackson*
3A Jasper
3A Jefferson*
3A Jefferson Davis*
3A Jones*
3A Kemper
3A Lafayette
3A Lamar*
3A Lauderdale
3A Lawrence*
3A Leake
3A Lee

(continued)

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TABLE C301.1—continued
CLIMATE ZONES, MOISTURE REGIMES, AND WARM HUMID DESIGNATIONS BY STATE, COUNTY AND TERRITORY[a]

US STATES—continued
MISSISSIPPI *(continued)*
3A Leflore
3A Lincoln*
3A Lowndes
3A Madison
3A Marion*
3A Marshall
3A Monroe
3A Montgomery
3A Neshoba
3A Newton
3A Noxubee
3A Oktibbeha
3A Panola
2A Pearl River*
3A Perry*
3A Pike*
3A Pontotoc
3A Prentiss
3A Quitman
3A Rankin*
3A Scott
3A Sharkey
3A Simpson*
3A Smith*
2A Stone*
3A Sunflower
3A Tallahatchie
3A Tate
3A Tippah
3A Tishomingo
3A Tunica
3A Union
3A Walthall*
3A Warren*
3A Washington
3A Wayne*
3A Webster
3A Wilkinson*
3A Winston
3A Yalobusha
3A Yazoo
MISSOURI
5A Adair
5A Andrew
5A Atchison
4A Audrain
4A Barry
4A Barton
4A Bates
4A Benton
4A Bollinger
4A Boone
4A Buchanan
4A Butler
4A Caldwell
4A Callaway
4A Camden
4A Cape Girardeau
4A Carroll
4A Carter
4A Cass
4A Cedar
4A Chariton
4A Christian
5A Clark
4A Clay
4A Clinton
4A Cole
4A Cooper
4A Crawford
4A Dade
4A Dallas
5A Daviess
5A DeKalb
4A Dent
4A Douglas
3A Dunklin
4A Franklin
4A Gasconade
5A Gentry
4A Greene
5A Grundy
5A Harrison
4A Henry
4A Hickory
5A Holt
4A Howard
4A Howell

(continued)

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TABLE C301.1—continued
CLIMATE ZONES, MOISTURE REGIMES, AND WARM HUMID DESIGNATIONS BY STATE, COUNTY AND TERRITORY[a]

US STATES—continued
MISSOURI *(continued)*
4A Iron
4A Jackson
4A Jasper
4A Jefferson
4A Johnson
5A Knox
4A Laclede
4A Lafayette
4A Lawrence
5A Lewis
4A Lincoln
5A Linn
5A Livingston
5A Macon
4A Madison
4A Maries
5A Marion
4A McDonald
5A Mercer
4A Miller
4A Mississippi
4A Moniteau
4A Monroe
4A Montgomery
4A Morgan
4A New Madrid
4A Newton
5A Nodaway
4A Oregon
4A Osage
4A Ozark
3A Pemiscot
4A Perry
4A Pettis
4A Phelps
5A Pike
4A Platte
4A Polk
4A Pulaski
5A Putnam
5A Ralls
4A Randolph
4A Ray
4A Reynolds
4A Ripley
4A Saline
5A Schuyler
5A Scotland
4A Scott
4A Shannon
5A Shelby
4A St. Charles
4A St. Clair
4A St. Francois
4A St. Louis
4A St. Louis (city)
4A Ste. Genevieve
4A Stoddard
4A Stone
5A Sullivan
4A Taney
4A Texas
4A Vernon
4A Warren
4A Washington
4A Wayne
4A Webster
5A Worth
4A Wright
MONTANA
6B (all)
NEBRASKA
5A (all)
NEVADA
4B Carson City (city)
5B Churchill
3B Clark
4B Douglas
5B Elko
4B Esmeralda
5B Eureka
5B Humboldt
5B Lander
4B Lincoln
4B Lyon
4B Mineral
4B Nye
5B Pershing

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TABLE C301.1—continued
CLIMATE ZONES, MOISTURE REGIMES, AND WARM HUMID DESIGNATIONS BY STATE, COUNTY AND TERRITORY[a]

US STATES—continued
NEVADA *(continued)*
5B Storey
5B Washoe
5B White Pine
NEW HAMPSHIRE
6A Belknap
6A Carroll
5A Cheshire
6A Coos
6A Grafton
5A Hillsborough
5A Merrimack
5A Rockingham
5A Strafford
6A Sullivan
NEW JERSEY
4A Atlantic
5A Bergen
4A Burlington
4A Camden
4A Cape May
4A Cumberland
4A Essex
4A Gloucester
4A Hudson
5A Hunterdon
4A Mercer
4A Middlesex
4A Monmouth
5A Morris
4A Ocean
5A Passaic
4A Salem
5A Somerset
5A Sussex
4A Union
5A Warren
NEW MEXICO
4B Bernalillo
4B Catron
3B Chaves
4B Cibola
5B Colfax
4B Curry
4B DeBaca
3B Doña Ana
3B Eddy
4B Grant
4B Guadalupe
5B Harding
3B Hidalgo
3B Lea
4B Lincoln
5B Los Alamos
3B Luna
5B McKinley
5B Mora
3B Otero
4B Quay
5B Rio Arriba
4B Roosevelt
5B Sandoval
5B San Juan
5B San Miguel
5B Santa Fe
3B Sierra
4B Socorro
5B Taos
5B Torrance
4B Union
4B Valencia
NEW YORK
5A Albany
5A Allegany
4A Bronx
5A Broome
5A Cattaraugus
5A Cayuga
5A Chautauqua
5A Chemung
6A Chenango
6A Clinton
5A Columbia
5A Cortland
6A Delaware
5A Dutchess
5A Erie
6A Essex
6A Franklin

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TABLE C301.1—continued
CLIMATE ZONES, MOISTURE REGIMES, AND WARM HUMID DESIGNATIONS BY STATE, COUNTY AND TERRITORY[a]

US STATES—continued
NEW YORK *(continued)*
6A Fulton
5A Genesee
5A Greene
6A Hamilton
6A Herkimer
6A Jefferson
4A Kings
6A Lewis
5A Livingston
6A Madison
5A Monroe
6A Montgomery
4A Nassau
4A New York
5A Niagara
6A Oneida
5A Onondaga
5A Ontario
5A Orange
5A Orleans
5A Oswego
6A Otsego
5A Putnam
4A Queens
5A Rensselaer
4A Richmond
5A Rockland
5A Saratoga
5A Schenectady
5A Schoharie
5A Schuyler
5A Seneca
5A Steuben
6A St. Lawrence
4A Suffolk
6A Sullivan
5A Tioga
5A Tompkins
6A Ulster
6A Warren
5A Washington
5A Wayne
4A Westchester
5A Wyoming
5A Yates
NORTH CAROLINA
3A Alamance
3A Alexander
5A Alleghany
3A Anson
5A Ashe
5A Avery
3A Beaufort
3A Bertie
3A Bladen
3A Brunswick*
4A Buncombe
4A Burke
3A Cabarrus
4A Caldwell
3A Camden
3A Carteret*
3A Caswell
3A Catawba
3A Chatham
3A Cherokee
3A Chowan
3A Clay
3A Cleveland
3A Columbus*
3A Craven
3A Cumberland
3A Currituck
3A Dare
3A Davidson
3A Davie
3A Duplin
3A Durham
3A Edgecombe
3A Forsyth
3A Franklin
3A Gaston
3A Gates
4A Graham
3A Granville
3A Greene
3A Guilford
3A Halifax

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TABLE C301.1—continued
CLIMATE ZONES, MOISTURE REGIMES, AND WARM HUMID DESIGNATIONS BY STATE, COUNTY AND TERRITORY[a]

US STATES—continued
NORTH CAROLINA *(continued)*
3A Harnett
4A Haywood
4A Henderson
3A Hertford
3A Hoke
3A Hyde
3A Iredell
4A Jackson
3A Johnston
3A Jones
3A Lee
3A Lenoir
3A Lincoln
4A Macon
4A Madison
3A Martin
4A McDowell
3A Mecklenburg
4A Mitchell
3A Montgomery
3A Moore
3A Nash
3A New Hanover*
3A Northampton
3A Onslow*
3A Orange
3A Pamlico
3A Pasquotank
3A Pender*
3A Perquimans
3A Person
3A Pitt
3A Polk
3A Randolph
3A Richmond
3A Robeson
3A Rockingham
3A Rowan
3A Rutherford
3A Sampson
3A Scotland
3A Stanly
4A Stokes
4A Surry
4A Swain
4A Transylvania
3A Tyrrell
3A Union
3A Vance
3A Wake
3A Warren
3A Washington
5A Watauga
3A Wayne
3A Wilkes
3A Wilson
4A Yadkin
5A Yancey
NORTH DAKOTA
6A Adams
6A Barnes
7 Benson
6A Billings
7 Bottineau
6A Bowman
7 Burke
6A Burleigh
6A Cass
7 Cavalier
6A Dickey
7 Divide
6A Dunn
6A Eddy
6A Emmons
6A Foster
6A Golden Valley
7 Grand Forks
6A Grant
6A Griggs
6A Hettinger
6A Kidder
6A LaMoure
6A Logan
7 McHenry
6A McIntosh
6A McKenzie
6A McLean
6A Mercer

(continued)

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TABLE C301.1—continued
CLIMATE ZONES, MOISTURE REGIMES, AND WARM HUMID DESIGNATIONS BY STATE, COUNTY AND TERRITORY[a]

US STATES—continued
NORTH DAKOTA *(continued)*
6A Morton
6A Mountrail
7 Nelson
6A Oliver
7 Pembina
7 Pierce
7 Ramsey
6A Ransom
7 Renville
6A Richland
7 Rolette
6A Sargent
6A Sheridan
6A Sioux
6A Slope
6A Stark
6A Steele
6A Stutsman
7 Towner
6A Traill
7 Walsh
7 Ward
6A Wells
6A Williams
OHIO
4A Adams
5A Allen
5A Ashland
5A Ashtabula
4A Athens
5A Auglaize
5A Belmont
4A Brown
4A Butler
5A Carroll
5A Champaign
5A Clark
4A Clermont
4A Clinton
5A Columbiana
5A Coshocton
5A Crawford
5A Cuyahoga
5A Darke
5A Defiance
5A Delaware
5A Erie
5A Fairfield
4A Fayette
4A Franklin
5A Fulton
4A Gallia
5A Geauga
4A Greene
5A Guernsey
4A Hamilton
5A Hancock
5A Hardin
5A Harrison
5A Henry
4A Highland
4A Hocking
5A Holmes
5A Huron
4A Jackson
5A Jefferson
5A Knox
5A Lake
4A Lawrence
5A Licking
5A Logan
5A Lorain
5A Lucas
4A Madison
5A Mahoning
5A Marion
5A Medina
4A Meigs
5A Mercer
5A Miami
5A Monroe
5A Montgomery
5A Morgan
5A Morrow
5A Muskingum
5A Noble
5A Ottawa
5A Paulding

(continued)

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TABLE C301.1—continued
CLIMATE ZONES, MOISTURE REGIMES, AND WARM HUMID DESIGNATIONS BY STATE, COUNTY AND TERRITORY[a]

US STATES—continued
OHIO *(continued)*
5A Perry
4A Pickaway
4A Pike
5A Portage
5A Preble
5A Putnam
5A Richland
4A Ross
5A Sandusky
4A Scioto
5A Seneca
5A Shelby
5A Stark
5A Summit
5A Trumbull
5A Tuscarawas
5A Union
5A Van Wert
4A Vinton
4A Warren
4A Washington
5A Wayne
5A Williams
5A Wood
5A Wyandot
OKLAHOMA
3A Adair
4A Alfalfa
3A Atoka
4B Beaver
3A Beckham
3A Blaine
3A Bryan
3A Caddo
3A Canadian
3A Carter
3A Cherokee
3A Choctaw
4B Cimarron
3A Cleveland
3A Coal
3A Comanche
3A Cotton
4A Craig
3A Creek
3A Custer
4A Delaware
3A Dewey
4A Ellis
4A Garfield
3A Garvin
3A Grady
4A Grant
3A Greer
3A Harmon
4A Harper
3A Haskell
3A Hughes
3A Jackson
3A Jefferson
3A Johnston
4A Kay
3A Kingfisher
3A Kiowa
3A Latimer
3A Le Flore
3A Lincoln
3A Logan
3A Love
4A Major
3A Marshall
3A Mayes
3A McClain
3A McCurtain
3A McIntosh
3A Murray
3A Muskogee
3A Noble
4A Nowata
3A Okfuskee
3A Oklahoma
3A Okmulgee
4A Osage
4A Ottawa
3A Pawnee
3A Payne
3A Pittsburg
3A Pontotoc

(continued)

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TABLE C301.1—continued
CLIMATE ZONES, MOISTURE REGIMES, AND WARM HUMID DESIGNATIONS BY STATE, COUNTY AND TERRITORY[a]

US STATES—continued
OKLAHOMA *(continued)*
3A Pottawatomie
3A Pushmataha
3A Roger Mills
3A Rogers
3A Seminole
3A Sequoyah
3A Stephens
4B Texas
3A Tillman
3A Tulsa
3A Wagoner
4A Washington
3A Washita
4A Woods
4A Woodward
OREGON
5B Baker
4C Benton
4C Clackamas
4C Clatsop
4C Columbia
4C Coos
5B Crook
4C Curry
5B Deschutes
4C Douglas
5B Gilliam
5B Grant
5B Harney
5B Hood River
4C Jackson
5B Jefferson
4C Josephine
5B Klamath
5B Lake
4C Lane
4C Lincoln
4C Linn
5B Malheur
4C Marion
5B Morrow
4C Multnomah
4C Polk
5B Sherman
4C Tillamook
5B Umatilla
5B Union
5B Wallowa
5B Wasco
4C Washington
5B Wheeler
4C Yamhill
PENNSYLVANIA
4A Adams
5A Allegheny
5A Armstrong
5A Beaver
5A Bedford
4A Berks
5A Blair
5A Bradford
4A Bucks
5A Butler
5A Cambria
5A Cameron
5A Carbon
5A Centre
4A Chester
5A Clarion
5A Clearfield
5A Clinton
5A Columbia
5A Crawford
4A Cumberland
4A Dauphin
4A Delaware
5A Elk
5A Erie
5A Fayette
5A Forest
4A Franklin
5A Fulton
5A Greene
5A Huntingdon
5A Indiana
5A Jefferson
5A Juniata
5A Lackawanna

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TABLE C301.1—continued
CLIMATE ZONES, MOISTURE REGIMES, AND WARM HUMID DESIGNATIONS BY STATE, COUNTY AND TERRITORY[a]

US STATES—continued
PENNSYLVANIA *(continued)*
4A Lancaster
5A Lawrence
4A Lebanon
5A Lehigh
5A Luzerne
5A Lycoming
5A McKean
5A Mercer
5A Mifflin
5A Monroe
4A Montgomery
5A Montour
5A Northampton
5A Northumberland
4A Perry
4A Philadelphia
5A Pike
5A Potter
5A Schuylkill
5A Snyder
5A Somerset
5A Sullivan
5A Susquehanna
5A Tioga
5A Union
5A Venango
5A Warren
5A Washington
5A Wayne
5A Westmoreland
5A Wyoming
4A York
RHODE ISLAND
5A (all)
SOUTH CAROLINA
3A Abbeville
3A Aiken
3A Allendale*
3A Anderson
3A Bamberg*
3A Barnwell*
2A Beaufort*
3A Berkeley*
3A Calhoun
3A Charleston*
3A Cherokee
3A Chester
3A Chesterfield
3A Clarendon
3A Colleton*
3A Darlington
3A Dillon
3A Dorchester*
3A Edgefield
3A Fairfield
3A Florence
3A Georgetown*
3A Greenville
3A Greenwood
3A Hampton*
3A Horry*
2A Jasper*
3A Kershaw
3A Lancaster
3A Laurens
3A Lee
3A Lexington
3A Marion
3A Marlboro
3A McCormick
3A Newberry
3A Oconee
3A Orangeburg
3A Pickens
3A Richland
3A Saluda
3A Spartanburg
3A Sumter
3A Union
3A Williamsburg
3A York
SOUTH DAKOTA
6A Aurora
6A Beadle
5A Bennett
5A Bon Homme
6A Brookings
6A Brown

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TABLE C301.1—continued
CLIMATE ZONES, MOISTURE REGIMES, AND WARM HUMID DESIGNATIONS BY STATE, COUNTY AND TERRITORY[a]

US STATES—continued
SOUTH DAKOTA *(continued)*
5A Brule
6A Buffalo
6A Butte
6A Campbell
5A Charles Mix
6A Clark
5A Clay
6A Codington
6A Corson
6A Custer
6A Davison
6A Day
6A Deuel
6A Dewey
5A Douglas
6A Edmunds
6A Fall River
6A Faulk
6A Grant
5A Gregory
5A Haakon
6A Hamlin
6A Hand
6A Hanson
6A Harding
6A Hughes
5A Hutchinson
6A Hyde
5A Jackson
6A Jerauld
5A Jones
6A Kingsbury
6A Lake
6A Lawrence
6A Lincoln
5A Lyman
6A Marshall
6A McCook
6A McPherson
6A Meade
5A Mellette
6A Miner
6A Minnehaha
6A Moody
6A Pennington
6A Perkins
6A Potter
6A Roberts
6A Sanborn
6A Shannon
6A Spink
5A Stanley
6A Sully
5A Todd
5A Tripp
6A Turner
5A Union
6A Walworth
5A Yankton
6A Ziebach
TENNESSEE
4A Anderson
3A Bedford
4A Benton
4A Bledsoe
4A Blount
4A Bradley
4A Campbell
4A Cannon
4A Carroll
4A Carter
4A Cheatham
3A Chester
4A Claiborne
4A Clay
4A Cocke
3A Coffee
3A Crockett
4A Cumberland
3A Davidson
3A Decatur
4A DeKalb
4A Dickson
3A Dyer
3A Fayette
4A Fentress
3A Franklin
3A Gibson

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TABLE C301.1—continued
CLIMATE ZONES, MOISTURE REGIMES, AND WARM HUMID DESIGNATIONS BY STATE, COUNTY AND TERRITORY[a]

US STATES—continued
TENNESSEE *(continued)*
3A Giles
4A Grainger
4A Greene
3A Grundy
4A Hamblen
3A Hamilton
4A Hancock
3A Hardeman
3A Hardin
4A Hawkins
3A Haywood
3A Henderson
4A Henry
3A Hickman
4A Houston
4A Humphreys
4A Jackson
4A Jefferson
4A Johnson
4A Knox
4A Lake
3A Lauderdale
3A Lawrence
3A Lewis
3A Lincoln
4A Loudon
4A Macon
3A Madison
3A Marion
3A Marshall
3A Maury
4A McMinn
3A McNairy
4A Meigs
4A Monroe
4A Montgomery
3A Moore
4A Morgan
4A Obion
4A Overton
3A Perry
4A Pickett
4A Polk
4A Putnam
4A Rhea
4A Roane
4A Robertson
3A Rutherford
4A Scott
4A Sequatchie
4A Sevier
3A Shelby
4A Smith
4A Stewart
4A Sullivan
4A Sumner
3A Tipton
4A Trousdale
4A Unicoi
4A Union
4A Van Buren
4A Warren
4A Washington
3A Wayne
4A Weakley
4A White
3A Williamson
4A Wilson
TEXAS
2A Anderson*
3B Andrews
2A Angelina*
2A Aransas*
3A Archer
4B Armstrong
2A Atascosa*
2A Austin*
4B Bailey
2B Bandera
2A Bastrop*
3B Baylor
2A Bee*
2A Bell*
2A Bexar*
3A Blanco*
3B Borden
2A Bosque*
3A Bowie*

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TABLE C301.1—continued
CLIMATE ZONES, MOISTURE REGIMES, AND WARM HUMID DESIGNATIONS BY STATE, COUNTY AND TERRITORY[a]

US STATES—continued
TEXAS *(continued)*
2A Brazoria*
2A Brazos*
3B Brewster
4B Briscoe
2A Brooks*
3A Brown*
2A Burleson*
3A Burnet*
2A Caldwell*
2A Calhoun*
3B Callahan
1A Cameron*
3A Camp*
4B Carson
3A Cass*
4B Castro
2A Chambers*
2A Cherokee*
3B Childress
3A Clay
4B Cochran
3B Coke
3B Coleman
3A Collin*
3B Collingsworth
2A Colorado*
2A Comal*
3A Comanche*
3B Concho
3A Cooke
2A Coryell*
3B Cottle
3B Crane
3B Crockett
3B Crosby
3B Culberson
4B Dallam
2A Dallas*
3B Dawson
4B Deaf Smith
3A Delta
3A Denton*
2A DeWitt*
3B Dickens
2B Dimmit
4B Donley
2A Duval*
3A Eastland
3B Ector
2B Edwards
2A Ellis*
3B El Paso
3A Erath*
2A Falls*
3A Fannin
2A Fayette*
3B Fisher
4B Floyd
3B Foard
2A Fort Bend*
3A Franklin*
2A Freestone*
2B Frio
3B Gaines
2A Galveston*
3B Garza
3A Gillespie*
3B Glasscock
2A Goliad*
2A Gonzales*
4B Gray
3A Grayson
3A Gregg*
2A Grimes*
2A Guadalupe*
4B Hale
3B Hall
3A Hamilton*
4B Hansford
3B Hardeman
2A Hardin*
2A Harris*
3A Harrison*
4B Hartley
3B Haskell
2A Hays*
3B Hemphill
3A Henderson*

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TABLE C301.1—continued
CLIMATE ZONES, MOISTURE REGIMES, AND WARM HUMID DESIGNATIONS BY STATE, COUNTY AND TERRITORY[a]

US STATES—continued
TEXAS *(continued)*
1A Hidalgo*
2A Hill*
4B Hockley
3A Hood*
3A Hopkins*
2A Houston*
3B Howard
3B Hudspeth
3A Hunt*
4B Hutchinson
3B Irion
3A Jack
2A Jackson*
2A Jasper*
3B Jeff Davis
2A Jefferson*
2A Jim Hogg*
2A Jim Wells*
2A Johnson*
3B Jones
2A Karnes*
3A Kaufman*
3A Kendall*
2A Kenedy*
3B Kent
3B Kerr
3B Kimble
3B King
2B Kinney
2A Kleberg*
3B Knox
3A Lamar*
4B Lamb
3A Lampasas*
2B La Salle
2A Lavaca*
2A Lee*
2A Leon*
2A Liberty*
2A Limestone*
4B Lipscomb
2A Live Oak*
3A Llano*
3B Loving
3B Lubbock
3B Lynn
2A Madison*
3A Marion*
3B Martin
3B Mason
2A Matagorda*
2B Maverick
3B McCulloch
2A McLennan*
2A McMullen*
2B Medina
3B Menard
3B Midland
2A Milam*
3A Mills*
3B Mitchell
3A Montague
2A Montgomery*
4B Moore
3A Morris*
3B Motley
3A Nacogdoches*
2A Navarro*
2A Newton*
3B Nolan
2A Nueces*
4B Ochiltree
4B Oldham
2A Orange*
3A Palo Pinto*
3A Panola*
3A Parker*
4B Parmer
3B Pecos
2A Polk*
4B Potter
3B Presidio
3A Rains*
4B Randall
3B Reagan
2B Real
3A Red River*
3B Reeves

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TABLE C301.1—continued
CLIMATE ZONES, MOISTURE REGIMES, AND WARM HUMID DESIGNATIONS BY STATE, COUNTY AND TERRITORY[a]

US STATES—continued
TEXAS *(continued)*
2A Refugio*
4B Roberts
2A Robertson*
3A Rockwall*
3B Runnels
3A Rusk*
3A Sabine*
3A San Augustine*
2A San Jacinto*
2A San Patricio*
3A San Saba*
3B Schleicher
3B Scurry
3B Shackelford
3A Shelby*
4B Sherman
3A Smith*
3A Somervell*
2A Starr*
3A Stephens
3B Sterling
3B Stonewall
3B Sutton
4B Swisher
2A Tarrant*
3B Taylor
3B Terrell
3B Terry
3B Throckmorton
3A Titus*
3B Tom Green
2A Travis*
2A Trinity*
2A Tyler*
3A Upshur*
3B Upton
2B Uvalde
2B Val Verde
3A Van Zandt*
2A Victoria*
2A Walker*
2A Waller*
3B Ward
2A Washington*
2B Webb
2A Wharton*
3B Wheeler
3A Wichita
3B Wilbarger
1A Willacy*
2A Williamson*
2A Wilson*
3B Winkler
3A Wise
3A Wood*
4B Yoakum
3A Young
2B Zapata
2B Zavala
UTAH
5B Beaver
5B Box Elder
5B Cache
5B Carbon
6B Daggett
5B Davis
6B Duchesne
5B Emery
5B Garfield
5B Grand
5B Iron
5B Juab
5B Kane
5B Millard
6B Morgan
5B Piute
6B Rich
5B Salt Lake
5B San Juan
5B Sanpete
5B Sevier
6B Summit
5B Tooele
6B Uintah
5B Utah
6B Wasatch
3B Washington
5B Wayne

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TABLE C301.1—continued
CLIMATE ZONES, MOISTURE REGIMES, AND WARM HUMID DESIGNATIONS BY STATE, COUNTY AND TERRITORY[a]

US STATES—continued
UTAH *(continued)*
5B Weber
VERMONT
6A (all)
VIRGINIA
4A (all except as follows:)
5A Alleghany
5A Bath
3A Brunswick
3A Chesapeake
5A Clifton Forge
5A Covington
3A Emporia
3A Franklin
3A Greensville
3A Halifax
3A Hampton
5A Highland
3A Isle of Wight
3A Mecklenburg
3A Newport News
3A Norfolk
3A Pittsylvania
3A Portsmouth
3A South Boston
3A Southampton
3A Suffolk
3A Surry
3A Sussex
3A Virginia Beach
WASHINGTON
5B Adams
5B Asotin
5B Benton
5B Chelan
5C Clallam
4C Clark
5B Columbia
4C Cowlitz
5B Douglas
6B Ferry
5B Franklin
5B Garfield
5B Grant
4C Grays Harbor
5C Island
4C Jefferson
4C King
5C Kitsap
5B Kittitas
5B Klickitat
4C Lewis
5B Lincoln
4C Mason
5B Okanogan
4C Pacific
6B Pend Oreille
4C Pierce
5C San Juan
4C Skagit
5B Skamania
4C Snohomish
5B Spokane
6B Stevens
4C Thurston
4C Wahkiakum
5B Walla Walla
4C Whatcom
5B Whitman
5B Yakima
WEST VIRGINIA
5A Barbour
4A Berkeley
4A Boone
4A Braxton
5A Brooke
4A Cabell
4A Calhoun
4A Clay
4A Doddridge
4A Fayette
4A Gilmer
5A Grant
4A Greenbrier
5A Hampshire
5A Hancock
5A Hardy
5A Harrison
4A Jackson

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TABLE C301.1—continued
CLIMATE ZONES, MOISTURE REGIMES, AND WARM HUMID DESIGNATIONS BY STATE, COUNTY AND TERRITORY[a]

US STATES—continued
WEST VIRGINIA *(continued)*
4A Jefferson
4A Kanawha
4A Lewis
4A Lincoln
4A Logan
5A Marion
5A Marshall
4A Mason
4A McDowell
4A Mercer
5A Mineral
4A Mingo
5A Monongalia
4A Monroe
4A Morgan
4A Nicholas
5A Ohio
5A Pendleton
4A Pleasants
5A Pocahontas
5A Preston
4A Putnam
4A Raleigh
5A Randolph
4A Ritchie
4A Roane
4A Summers
5A Taylor
5A Tucker
4A Tyler
4A Upshur
4A Wayne
4A Webster
5A Wetzel
4A Wirt
4A Wood
4A Wyoming
WISCONSIN
5A Adams
6A Ashland
6A Barron
6A Bayfield
6A Brown
6A Buffalo
6A Burnett
5A Calumet
6A Chippewa
6A Clark
5A Columbia
5A Crawford
5A Dane
5A Dodge
6A Door
6A Douglas
6A Dunn
6A Eau Claire
6A Florence
5A Fond du Lac
6A Forest
5A Grant
5A Green
5A Green Lake
5A Iowa
6A Iron
6A Jackson
5A Jefferson
5A Juneau
5A Kenosha
6A Kewaunee
5A La Crosse
5A Lafayette
6A Langlade
6A Lincoln
6A Manitowoc
6A Marathon
6A Marinette
6A Marquette
6A Menominee
5A Milwaukee
5A Monroe
6A Oconto
6A Oneida
5A Outagamie
5A Ozaukee
6A Pepin
6A Pierce
6A Polk
6A Portage

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TABLE C301.1—continued
CLIMATE ZONES, MOISTURE REGIMES, AND WARM HUMID DESIGNATIONS BY STATE, COUNTY AND TERRITORY[a]

US STATES—continued
WISCONSIN *(continued)*
6A Price
5A Racine
5A Richland
5A Rock
6A Rusk
5A Sauk
6A Sawyer
6A Shawano
6A Sheboygan
6A St. Croix
6A Taylor
6A Trempealeau
5A Vernon
6AVilas
5A Walworth
6A Washburn
5A Washington
5A Waukesha
6A Waupaca
5A Waushara
5A Winnebago
6A Wood
WYOMING
6B Albany
6B Big Horn
6B Campbell
6B Carbon
6B Converse
6B Crook
6B Fremont
5B Goshen
6B Hot Springs
6B Johnson
5B Laramie
7 Lincoln
6B Natrona
6B Niobrara
6B Park
5B Platte
6B Sheridan
7 Sublette
6B Sweetwater
7 Teton
6B Uinta
6B Washakie
6B Weston
US TERRITORIES
AMERICAN SAMOA
1A (all)*
GUAM
1A (all)*
NORTHERN MARIANA ISLANDS
1A (all)*
PUERTO RICO
1A (all except as follows:)*
2B Barraquitas
2B Cayey
VIRGIN ISLANDS
1A (all)*

a. Key: A – Moist, B – Dry, C – Marine. Absence of moisture designation indicates moisture regime is irrelevant. Asterisk (*) indicates a Warm Humid location.

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C301.3 Climate zone definitions. To determine the climate zones for locations not listed in this code, use the following information to determine climate zone numbers and letters in accordance with Items 1 through 5.

1. Determine the thermal climate zone, 0 through 8, from Table C301.3 using the heating (HDD) and cooling degree-days (CDD) for the location.
2. Determine the moisture zone (Marine, Dry or Humid) in accordance with Items 2.1 through 2.3.
   - 2.1. If monthly average temperature and precipitation data are available, use the Marine, Dry and Humid definitions to determine the moisture zone (C, B or A).
   - 2.2. If annual average temperature information (including degree-days) and annual precipitation (i.e., annual mean) are available, use Items 2.2.1 through 2.2.3 to determine the moisture zone. If the moisture zone is not Marine, then use the Dry definition to determine whether Dry or Humid.
     - 2.2.1. If thermal climate zone is 3 and CDD50°F ≤ 4,500 (CDD10°C ≤ 2500), climate zone is Marine (3C).
     - 2.2.2. If thermal climate zone is 4 and CDD50°F ≤ 2,700 (CDD10°C ≤ 1500), climate zone is Marine (4C).
     - 2.2.3. If thermal climate zone is 5 and CDD50°F ≤ 1,800 (CDD10°C ≤ 1000), climate zone is Marine (5C).
   - 2.3. If only degree-day information is available, use Items 2.3.1 through 2.3.3 to determine the moisture zone. If the moisture zone is not Marine, then it is not possible to assign Humid or Dry moisture zone for this location.
     - 2.3.1. If thermal climate zone is 3 and CDD50°F ≤ 4,500 (CDD10°C ≤ 2500), climate zone is Marine (3C).
     - 2.3.2. If thermal climate zone is 4 and CDD50°F ≤ 2,700 (CDD10°C ≤ 1500), climate zone is Marine (4C).
     - 2.3.3. If thermal climate zone is 5 and CDD50°F ≤ 1,800 (CDD10°C ≤ 1000), climate zone is Marine (5C).
3. Marine (C) Zone definition: Locations meeting all the criteria in Items 3.1 through 3.4.
   - 3.1. Mean temperature of coldest month between 27°F (-3°C) and 65°F (18°C).
   - 3.2. Warmest month mean < 72°F (22°C).
   - 3.3. Not fewer than four months with mean temperatures over 50°F (10°C).
   - 3.4. Dry season in summer. The month with the heaviest precipitation in the cold season has at least three times as much precipitation as the month with the least precipitation in the rest of the year. The cold season is October through March in the Northern Hemisphere and April through September in the Southern Hemisphere.
4. Dry (B) definition: Locations meeting the criteria in Items 4.1 through 4.4.
   - 4.1. Not Marine (C).
   - 4.2. If 70 percent or more of the precipitation, P, occurs during the high sun period, defined as April through September in the Northern Hemisphere and October through March in the Southern Hemisphere, then the dry/humid threshold is in accordance with Equation 3-1.

     $P < 0.44 \times (T - 7)$
     [$P < 20.0 \times (T + 14)$ in SI units]
     (Equation 3-1)

     where:
     P = Annual precipitation, inches (mm).
     T = Annual mean temperature, °F (°C).
   - 4.3. If between 30 and 70 percent of the precipitation, P, occurs during the high sun period, defined as April through September in the Northern Hemisphere and October through March in the Southern Hemisphere, then the dry/humid threshold is in accordance with Equation 3-2.

     $P < 0.44 \times (T - 19.5)$
     [$P < 20.0 \times (T + 7)$ in SI units]
     (Equation 3-2)

     where:
     P = Annual precipitation, inches (mm).
     T = Annual mean temperature, °F (°C).
   - 4.4. If 30 percent or less of the precipitation, P, occurs during the high sun period, defined as April through September in the Northern Hemisphere and October through March in the Southern Hemisphere, then the dry/humid threshold is in accordance with Equation 3-3.

     $P < 0.44 \times (T - 32)$
     [$P < 20.0 \times T$ in SI units]
     (Equation 3-3)

     where:
     P = Annual precipitation, inches (mm).
     T = Annual mean temperature, °F (°C).
5. Humid (A) definition: Locations that are not Marine (C) or Dry (B).

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TABLE C301.3
THERMAL CLIMATE ZONE DEFINITIONS

ZONE NUMBER	THERMAL CRITERIA	
	IP Units	SI Units
0	10,800 < CDD50°F	6000 < CDD10°C
1	9,000 < CDD50°F < 10,800	5000 < CDD10°C < 6000
2	6,300 < CDD50°F ≤ 9,000	3500 < CDD10°C ≤ 5000
3	CDD50°F ≤ 6,300 AND HDD65°F ≤ 3,600	CDD10°C < 3500 AND HDD18°C ≤ 2000
4	CDD50°F ≤ 6,300 AND 3,600 < HDD65°F ≤ 5,400	CDD10°C < 3500 AND 2000 < HDD18°C ≤ 3000
5	CDD50°F < 6,300 AND 5,400 < HDD65°F ≤ 7,200	CDD10°C < 3500 AND 3000 < HDD18°C ≤ 4000
6	7,200 < HDD65°F ≤ 9,000	4000 < HDD18°C ≤ 5000
7	9,000 < HDD65°F ≤ 12,600	5000 < HDD18°C ≤ 7000
8	12,600 < HDD65°F	7000 < HDD18°C

For SI: °C = [(°F) – 32]/1.8.

C301.4 Tropical climate region. The tropical climate region shall be defined as:

1. Hawaii, Puerto Rico, Guam, American Samoa, US Virgin Islands, Commonwealth of Northern Mariana Islands; and
2. Islands in the area between the Tropic of Cancer and the Tropic of Capricorn.

SECTION C302
DESIGN CONDITIONS

C302.1 Interior design conditions. The interior design temperatures used for heating and cooling load calculations shall be a maximum of 72°F (22°C) for heating and minimum of 75°F (24°C) for cooling.

SECTION C303
MATERIALS, SYSTEMS AND EQUIPMENT

C303.1 Identification. Materials, systems and equipment shall be identified in a manner that will allow a determination of compliance with the applicable provisions of this code.

C303.1.1 Building thermal envelope insulation. An *R*-value identification mark shall be applied by the manufacturer to each piece of *building thermal envelope* insulation 12 inches (305 mm) or greater in width. Alternatively, the insulation installers shall provide a certification listing the type, manufacturer and *R*-value of insulation installed in each element of the *building thermal envelope*. For blown-in or sprayed fiberglass and cellulose insulation, the initial installed thickness, settled thickness, settled *R*-value, installed density, coverage area and number of bags installed shall be indicated on the certification. For sprayed polyurethane foam (SPF) insulation, the installed thickness of the areas covered and *R*-value of installed thickness shall be indicated on the certification. For insulated siding, the *R*-value shall be labeled on the product's package and shall be indicated on the certification. The insulation installer shall sign, date and post the certification in a conspicuous location on the job site.

Exception: For roof insulation installed above the deck, the *R*-value shall be labeled as required by the material standards specified in Table 1508.2 of the *International Building Code*.

C303.1.1.1 Blown-in or sprayed roof/ceiling insulation. The thickness of blown-in or sprayed fiberglass and cellulose roof/ceiling insulation shall be written in inches (mm) on markers and one or more of such markers shall be installed for every 300 square feet (28 m^2) of attic area throughout the attic space. The markers shall be affixed to the trusses or joists and marked with the minimum initial installed thickness with numbers not less than 1 inch (25 mm) in height. Each marker shall face the attic *access* opening. Spray polyurethane foam thickness and installed *R*-value shall be indicated on certification provided by the insulation installer.

C303.1.2 Insulation mark installation. Insulating materials shall be installed such that the manufacturer's *R*-value mark is readily observable upon inspection. For insulation materials that are installed without an observable manufacturer's *R*-value mark, such as blown or draped products, an insulation certificate complying with Section C303.1.1 shall be left immediately after installation by the installer, in a conspicuous location within the building, to certify the installed *R*-value of the insulation material.

C303.1.3 Fenestration product rating. *U*-factors of fenestration products shall be determined as follows:

1. For windows, doors and skylights, *U*-factor ratings shall be determined in accordance with NFRC 100.
2. Where required for garage doors and rolling doors, *U*-factor ratings shall be determined in accordance with either NFRC 100 or ANSI/DASMA 105.

U-factors shall be determined by an accredited, independent laboratory, and *labeled* and certified by the manufacturer.

Products lacking such a *labeled U*-factor shall be assigned a default *U*-factor from Table C303.1.3(1) or Table C303.1.3(2). The *solar heat gain coefficient* (SHGC) and *visible transmittance* (VT) of glazed fenestration products (windows, glazed doors and skylights) shall be determined in accordance with NFRC 200 by an accredited, independent laboratory, and *labeled* and certified by the manufacturer. Products lacking such a *labeled* SHGC or VT shall be assigned a default SHGC or VT from Table C303.1.3(3). For Tubular Daylighting Devices, VT_{annual} shall be measured and rated in accordance with NFRC 203.

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TABLE C303.1.3(1)
DEFAULT GLAZED WINDOW, GLASS DOOR AND SKYLIGHT *U*-FACTORS

FRAME TYPE	WINDOW AND GLASS DOOR		SKYLIGHT	
	Single	Double	Single	Double
Metal	1.20	0.80	2.00	1.30
Metal with Thermal Break	1.10	0.65	1.90	1.10
Nonmetal or Metal Clad	0.95	0.55	1.75	1.05
Glazed Block	0.60			

TABLE C303.1.3(2)
DEFAULT OPAQUE DOOR *U*-FACTORS

DOOR TYPE	OPAQUE *U*-FACTOR
Uninsulated Metal	1.20
Insulated Metal (Rolling)	0.90
Insulated Metal (Other)	0.60
Wood	0.50
Insulated, nonmetal edge, max 45% glazing, any glazing double pane	0.35

TABLE C303.1.3(3)
DEFAULT GLAZED FENESTRATION SHGC AND VT

	SINGLE GLAZED		DOUBLE GLAZED		GLAZED BLOCK
	Clear	Tinted	Clear	Tinted	
SHGC	0.8	0.7	0.7	0.6	0.6
VT	0.6	0.3	0.6	0.3	0.6

C303.1.4 Insulation product rating. The thermal resistance (*R*-value) of insulation shall be determined in accordance with the US Federal Trade Commission *R*-value rule (CFR Title 16, Part 460) in units of h × ft^2 × °F/Btu at a mean temperature of 75°F (24°C).

C303.1.4.1 Insulated siding. The thermal resistance (*R*-value) of insulated siding shall be determined in accordance with ASTM C1363. Installation for testing shall be in accordance with the manufacturer's instructions.

C303.2 Installation. Materials, systems and equipment shall be installed in accordance with the manufacturer's instructions and the *International Building Code*.

C303.2.1 Protection of exposed foundation insulation. Insulation applied to the exterior of basement walls, crawl space walls and the perimeter of slab-on-grade floors shall have a rigid, opaque and weather-resistant protective covering to prevent the degradation of the insulation's thermal performance. The protective covering shall cover the exposed exterior insulation and extend not less than 6 inches (153 mm) below grade.

C303.2.2 Multiple layers of continuous insulation board. Where two or more layers of continuous insulation board are used in a construction assembly, the continuous insulation boards shall be installed in accordance with Section C303.2. Where the continuous insulation board manufacturer's instructions do not address installation of two or more layers, the edge joints between each layer of continuous insulation boards shall be staggered.

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CHAPTER 4 [CE]
COMMERCIAL ENERGY EFFICIENCY

User note:

About this chapter: *Chapter 4 presents the paths and options for compliance with the energy efficiency provisions. Chapter 4 contains energy efficiency provisions for the building envelope, mechanical and water heating systems, lighting and additional efficiency requirements. A performance alternative is also provided to allow for energy code compliance other than by the prescriptive method.*

SECTION C401
GENERAL

C401.1 Scope. The provisions in this chapter are applicable to commercial *buildings* and their *building sites*.

C401.2 Application. Commercial buildings shall comply with Section C401.2.1 or C401.2.2.

*

C401.2.1 International Energy Conservation Code. Commercial buildings shall comply with one of the following:

1. Prescriptive Compliance. The Prescriptive Compliance option requires compliance with Sections C402 through C406 and Section C408. Dwelling units and sleeping units in Group R-2 buildings without systems serving multiple units shall be deemed to be in compliance with this chapter, provided that they comply with Section R406.
2. Total Building Performance. The Total Building Performance option requires compliance with Section C407.

Exception: Additions, alterations, repairs and changes of occupancy to existing buildings complying with Chapter 5.

C401.2.2 ASHRAE 90.1. Commercial buildings shall comply with the requirements of ANSI/ASHRAE/IESNA 90.1.

C401.3 Thermal envelope certificate. A permanent thermal envelope certificate shall be completed by an *approved* party. Such certificate shall be posted on a wall in the space where the space conditioning equipment is located, a utility room or other *approved* location. If located on an electrical panel, the certificate shall not cover or obstruct the visibility of the circuit directory label, service disconnect label or other required labels. A copy of the certificate shall also be included in the construction files for the project. The certificate shall include the following:

1. *R*-values of insulation installed in or on ceilings, roofs, walls, foundations and slabs, *basement walls*, crawl space walls and floors and ducts outside *conditioned spaces*.
2. *U*-factors and *solar heat gain coefficients* (SHGC) of fenestrations.
3. Results from any *building* envelope air leakage testing performed on the *building*.

Where there is more than one value for any component of the building envelope, the certificate shall indicate the area-weighted average value where available. If the area-weighted average is not available, the certificate shall list each value that applies to 10 percent or more of the total component area.

SECTION C402
BUILDING ENVELOPE REQUIREMENTS

C402.1 General. *Building thermal envelope* assemblies for buildings that are intended to comply with the code on a prescriptive basis in accordance with the compliance path described in Item 1 of Section C401.2.1 shall comply with the following:

1. The opaque portions of the *building thermal envelope* shall comply with the specific insulation requirements of Section C402.2 and the thermal requirements of either the *R*-value-based method of Section C402.1.3; the *U*-, *C*- and *F*-factor-based method of Section C402.1.4; or the component performance alternative of Section C402.1.5.
2. Roof solar reflectance and thermal emittance shall comply with Section C402.3.
3. Fenestration in building envelope assemblies shall comply with Section C402.4.
4. Air leakage of building envelope assemblies shall comply with Section C402.5.

Alternatively, where buildings have a vertical fenestration area or skylight area exceeding that allowed in Section C402.4, the building and *building thermal envelope* shall comply with Item 2 of Section C401.2.1 or Section C401.2.2.

Walk-in coolers, walk-in freezers, refrigerated warehouse coolers and refrigerated warehouse freezers shall comply with Section C403.11.

C402.1.1 Low-energy buildings and greenhouses. The following low-energy buildings, or portions thereof separated from the remainder of the building by *building thermal envelope* assemblies complying with this section, shall be exempt from the *building thermal envelope* provisions of Section C402.

1. Those with a peak design rate of energy usage less than 3.4 Btu/h × ft^2 (10.7 W/m^2) or 1.0 watt per

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square foot (10.7 W/m^2) of floor area for space conditioning purposes.

2. Those that do not contain *conditioned space*.

C402.1.1.1 Greenhouses. Greenhouse structures or areas that are mechanically heated or cooled and that comply with all of the following shall be exempt from the building envelope requirements of this code:

1. Exterior opaque envelope assemblies comply with Sections C402.2 and C402.4.5.

   Exception: Low energy greenhouses that comply with Section C402.1.1.

2. Interior partition *building thermal envelope* assemblies that separate the greenhouse from *conditioned space* comply with Sections C402.2, C402.4.3 and C402.4.5.
3. Fenestration assemblies that comply with the thermal envelope requirements in Table C402.1.1.1. The *U*-factor for a roof shall be for the roof assembly or a roof that includes the assembly and an *internal curtain system*.

   Exception: Unconditioned greenhouses.

TABLE C402.1.1.1
FENESTRATION THERMAL ENVELOPE MAXIMUM REQUIREMENTS

COMPONENT	*U*-FACTOR (BTU/h × ft^2 × °F)
Skylight	0.5
Vertical fenestration	0.7

C402.1.2 Equipment buildings. Buildings that comply with the following shall be exempt from the *building thermal envelope* provisions of this code:

1. Are separate buildings with floor area not more than 1,200 square feet (110 m^2).
2. Are intended to house electric equipment with installed equipment power totaling not less than 7 watts per square foot (75 W/m^2) and not intended for human occupancy.
3. Have a heating system capacity not greater than (17,000 Btu/hr) (5 kW) and a heating thermostat setpoint that is restricted to not more than 50°F (10°C).
4. Have an average wall and roof *U*-factor less than 0.200 in *Climate Zones* 1 through 5 and less than 0.120 in *Climate Zones* 6 through 8.
5. Comply with the roof solar reflectance and thermal emittance provisions for *Climate Zone* 1.

C402.1.3 Insulation component *R*-value-based method. *Building thermal envelope* opaque assemblies shall comply with the requirements of Sections C402.2 and C402.4 based on the *climate zone* specified in Chapter 3. For opaque portions of the *building thermal envelope* intended to comply on an insulation component *R*-value basis, the *R*-values for cavity insulation and continuous insulation shall be not less than that specified in Table C402.1.3. Where cavity insulation is installed in multiple layers, the cavity insulation *R*-values shall be summed to determine compliance with the cavity insulation *R*-value requirements. Where continuous insulation is installed in multiple layers, the continuous insulation *R*-values shall be summed to determine compliance with the continuous insulation *R*-value requirements. Cavity insulation *R*-values shall not be used to determine compliance with the continuous insulation *R*-value requirements in Table C402.1.3. Commercial buildings or portions of commercial buildings enclosing *Group R* occupancies shall use the *R*-values from the "*Group R*" column of Table C402.1.3. Commercial buildings or portions of commercial buildings enclosing occupancies other than *Group R* shall use the *R*-values from the "All other" column of Table C402.1.3.

C402.1.4 Assembly *U*-factor, *C*-factor or *F*-factor-based method. *Building thermal envelope* opaque assemblies shall meet the requirements of Sections C402.2 and C402.4 based on the climate zone specified in Chapter 3. *Building thermal envelope* opaque assemblies intended to comply on an assembly *U*-, *C*- or *F*-factor basis shall have a *U*-, *C*- or *F*-factor not greater than that specified in Table C402.1.4. Commercial buildings or portions of commercial buildings enclosing *Group R* occupancies shall use the *U*-, *C*- or *F*-factor from the "*Group R*" column of Table C402.1.4. Commercial buildings or portions of commercial buildings enclosing occupancies other than *Group R* shall use the *U*-, *C*- or *F*-factor from the "All other" column of Table C402.1.4

C402.1.4.1 Roof/ceiling assembly. The maximum roof/ceiling assembly *U*-factor shall not exceed that specified in Table C402.1.4 based on construction materials used in the roof/ceiling assembly.

C402.1.4.1.1 Tapered, above-deck insulation based on thickness. Where used as a component of a maximum roof/ceiling assembly *U*-factor calculation, the sloped roof insulation *R*-value contribution to that calculation shall use the average thickness in inches (mm) along with the material *R*-value-per-inch (per-mm) solely for *U*-factor compliance as prescribed in Section C402.1.4.

C402.1.4.1.2 Suspended ceilings. Insulation installed on suspended ceilings having removable ceiling tiles shall not be considered part of the assembly *U*-factor of the roof/ceiling construction.

C402.1.4.1.3 Joints staggered. Continuous insulation board shall be installed in not less than two layers, and the edge joints between each layer of insulation shall be staggered, except where insulation tapers to the roof deck at a gutter edge, roof drain or scupper.

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TABLE C402.1.3
OPAQUE THERMAL ENVELOPE INSULATION COMPONENT MINIMUM REQUIREMENTS, *R*-VALUE METHOD[a]

CLIMATE ZONE	0 AND 1		2		3		4 EXCEPT MARINE		5 AND MARINE 4		6		7		8	
	All other	Group R	All other	Group R	All other	Group R	All other	Group R	All other	Group R	All other	Group R	All other	Group R	All other	Group R
Roofs																
Insulation entirely above roof deck	R-20ci	R-25ci	R-25ci	R-25ci	R-25ci	R-25ci	R-30ci	R-30ci	R-30ci	R-30ci	R-30ci	R-30ci	R-35ci	R-35ci	R-35ci	R-35ci
Metal buildings[b]	R-19 + R-11 LS	R-19 + R-11 LS	R-19 + R11 LS	R-19 + R-11 LS	R-19 + R-11 LS	R-19 + R-11 LS	R-19 + R-11 LS	R-19 + R-11 LS	R-19 + R-11 LS	R-19 + R-11 LS	R-25 + R-11 LS	R-30 + R-11 LS	R-30 + R-11 LS	R-30 + R-11 LS	R-25 + R-11 + R-11 LS	R-25 + R-11 + R-11 LS
Attic and other	R-38	R-38	R-38	R-38	R-38	R-38	R-49	R-49	R-49	R-49	R-49	R-49	R-60	R-60	R-60	R-60
Walls, above grade																
Mass[f]	R-5.7ci[c]	R-5.7ci[c]	R-5.7ci[c]	R-7.6ci	R-7.6ci	R-9.5ci	R-9.5ci	R-11.4ci	R-11.4ci	R-13.3ci	R-13.3ci	R-15.2ci	R-15.2ci	R-15.2ci	R-25ci	R-25ci
Metal building	R-13 + R-6.5ci	R-13 + R-6.5ci	R13 + R-6.5ci	R-13 + R-13ci	R-13 + R-6.5ci	R-13 + R-13ci	R-13 + R-13ci	R-13 + R-14ci	R-13 + R-14ci	R-13 + R-14ci	R-13 + R-14ci	R-13 + R-14ci	R-13 + R-17ci	R-13 + R-19.5ci	R-13 + R-19.5ci	R-13 + R-19.5ci
Metal framed	R-13 + R-5ci	R-13 + R-5ci	R-13 + R-5ci	R-13 + R-7.5ci	R-13 + R-7.5ci	R-13 + R-7.5ci	R-13 + R-7.5ci	R-13 + R-7.5ci	R-13 + R-10ci	R-13 + R-10ci	R-13 + R-12.5ci	R-13 + R-12.5ci	R-13 + R-12.5ci	R-13 + R-15.6ci	R-13 + R-18.8ci	R-13 + R-18.8ci
Wood framed and other	R-13 + R-3.8ci or R-20	R-13 + R-3.8ci or R-20	R-13 + R-3.8ci or R-20	R-13 + R-3.8ci or R-20	R-13 + R-3.8ci or R-20	R-13 + R-3.8ci or R-20	R-13 + R-3.8ci or R-20	R-13 + R-3.8ci or R-20	R-13 + R-7.5ci or R20 + R3.8ci	R-13 + R-7.5ci or R-20 + R-3.8ci	R-13 + R-7.5ci or R-20 + R-3.8ci	R-13 + R-7.5ci or R-20 + R-3.8ci	R-13 + R-7.5ci or R-20 + R-3.8ci	R-13 + R-7.5ci or R-20 + R-3.8ci	R-13 + R-18.8ci	R-13 + R-18.8ci
Walls, below grade																
Below-grade wall[d]	NR	NR	NR	NR	NR	NR	R-7.5ci	R-10ci	R-7.5ci	R-10ci	R-10ci	R-15ci	R-15ci	R-15ci	R-15ci	R-15ci
Floors																
Mass[e]	NR	NR	R-6.3ci	R-8.3ci	R-10ci	R-10ci	R-14.6ci	R-16.7ci	R-14.6ci	R-16.7ci	R-16.7ci	R-16.7ci	R-20.9ci	R-20.9ci	R-23ci	R-23ci
Joist/framing	R-13	R-13	R-30	R-30	R-30	R-30	R-30	R-30	R-30	R-30	R-38	R-38	R-38	R-38	R-38	R-38
Slab-on-grade floors																
Unheated slabs	NR	NR	NR	NR	NR	R-10 for 24″ below	R-15 for 24″ below	R-15 for 24″ below	R-15 for 24″ below	R-20 for 24″ below	R-20 for 24″ below	R-20 for 48″ below	R-20 for 24″ below	R-20 for 48″ below	R-20 for 48″ below	R-25 for 48″ below
Heated slabs[g]	R-7.5 for 12″ below+ R-5 full slab	R-7.5 for 12″ below+ R-5 full slab	R-7.5 for 12″ below+ R-5 full slab	R-7.5 for 12″ below+ R-5 full slab	R-10 for 24″ below+ R-5 full slab	R-10 for 24″ below+ R-5 full slab	R-15 for 24″ below+ R-5 full slab	R-15 for 24″ below+ R-5 full slab	R-15 for 36″ below+ R-5 full slab	R-15 for 36″ below+ R-5 full slab	R-15 for 36″ below+ R-5 full slab	R-20 for 48″ below+ R-5 full slab	R-20 for 48″ below+ R-5 full slab	R-20 for 48″ below+ R-5 full slab	R-20 for 48″ below+ R-5 full slab	R-20 for 48″ below+ R-5 full slab

For SI: 1 inch = 25.4 mm, 1 pound per square foot = 4.88 kg/m^2, 1 pound per cubic foot = 16 kg/m^3.

ci = Continuous Insulation, NR = No Requirement, LS = Liner System.

a. Assembly descriptions can be found in ANSI/ASHRAE/IESNA 90.1 Appendix A.

b. Where using *R*-value compliance method, a thermal spacer block shall be provided, otherwise use the *U*-factor compliance method in Table C402.1.4.

c. R-5.7ci is allowed to be substituted with concrete block walls complying with ASTM C90, ungrouted or partially grouted at 32 inches or less on center vertically and 48 inches or less on center horizontally, with ungrouted cores filled with materials having a maximum thermal conductivity of 0.44 Btu-in/h-f^2 °F.

d. Where heated slabs are below grade, below-grade walls shall comply with the exterior insulation requirements for heated slabs.

e. "Mass floors" shall be in accordance with Section C402.2.3.

f. "Mass walls" shall be in accordance with Section C402.2.2.

g. The first value is for perimeter insulation and the second value is for full, under-slab insulation. Perimeter insulation is not required to extend below the bottom of the slab.

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TABLE C402.1.4
OPAQUE THERMAL ENVELOPE ASSEMBLY MAXIMUM REQUIREMENTS, *U*-FACTOR METHOD[a, b]

CLIMATE ZONE	0 AND 1		2		3		4 EXCEPT MARINE		5 AND MARINE 4		6		7		8	
	All other	Group R	All other	Group R	All other	Group R	All other	Group R	All other	Group R	All other	Group R	All other	Group R	All other	Group R
Roofs																
Insulation entirely above roof deck	U-0.048	U-0.039	U-0.039	U-0.039	U-0.039	U-0.039	U-0.032	U-0.032	U-0.032	U-0.032	U-0.032	U-0.032	U-0.028	U-0.028	U-0.028	U-0.028
Metal buildings	U-0.035	U-0.035	U-0.035	U-0.035	U-0.035	U-0.035	U-0.035	U-0.035	U-0.035	U-0.035	U-0.031	U-0.029	U-0.029	U-0.029	U-0.026	U-0.026
Attic and other	U-0.027	U-0.027	U-0.027	U-0.027	U-0.027	U-0.027	U-0.021	U-0.021	U-0.021	U-0.021	U-0.021	U-0.021	U-0.017	U-0.017	U-0.017	U-0.017
Walls, above grade																
Mass[f]	U-0.151	U-0.151	U-0.151	U-0.123	U-0.123	U-0.104	U-0.104	U-0.090	U-0.090	U-0.080	U-0.080	U-0.071	U-0.071	U-0.071	U-0.037	U-0.037
Metal building	U-0.079	U-0.079	U-0.079	U-0.079	U-0.079	U-0.052	U-0.052	U-0.050	U-0.050	U-0.050	U-0.050	U-0.050	U-0.044	U-0.039	U-0.039	U-0.039
Metal framed	U-0.077	U-0.077	U-0.077	U-0.064	U-0.064	U-0.064	U-0.064	U-0.064	U-0.055	U-0.055	U-0.049	U-0.049	U-0.049	U-0.042	U-0.037	U-0.037
Wood framed and other[c]	U-0.064	U-0.064	U-0.064	U-0.064	U-0.064	U-0.064	U-0.064	U-0.064	U-0.051	U-0.051	U-0.051	U-0.051	U-0.051	U-0.051	U-0.032	U-0.032
Walls, below grade																
Below-grade wall[c]	C-1.140[e]	C-1.140[e]	C-1.140[e]	C-1.140[e]	C-1.140[e]	C-1.140[e]	C-0.119	C-0.092	C-0.119	C-0.092	C-0.092	C-0.063	C-0.063	C-0.063	C-0.063	C-0.063
Floors																
Mass[d]	U-0.322[e]	U-0.322[e]	U-0.107	U-0.087	U-0.074	U-0.074	U-0.057	U-0.051	U-0.057	U-0.051	U-0.051	U-0.051	U-0.042	U-0.042	U-0.038	U-0.038
Joist/framing	U-0.066[e]	U-0.066[e]	U-0.033	U-0.033	U-0.033	U-0.033	U-0.033	U-0.033	U-0.033	U-0.033	U-0.027	U-0.027	U-0.027	U-0.027	U-0.027	U-0.027
Slab-on-grade floors																
Unheated slabs	F-0.73[e]	F-0.73[e]	F-0.73[e]	F-0.73[e]	F-0.73[e]	F-0.54	F-0.52	F-0.52	F-0.52	F-0.51	F-0.51	F-0.434	F-0.51	F-0.434	F-0.434	F-0.424
Heated slabs	F-0.69	F-0.69	F-0.69	F-0.69	F-0.66	F-0.66	F-0.62	F-0.62	F-0.62	F-0.62	F-0.62	F-0.602	F-0.602	F-0.602	F-0.602	F-0.602
Opaque doors																
Nonswinging door	U-0.31	U-0.31	U-0.31	U-0.31	U-0.31	U-0.31	U-0.31	U-0.31	U-0.31	U-0.31	U-0.31	U-0.31	U-0.31	U-0.31	U-0.31	U-0.31
Swinging door[g]	U-0.37	U-0.37	U-0.37	U-0.37	U-0.37	U-0.37	U-0.37	U-0.37	U-0.37	U-0.37	U-0.37	U-0.37	U-0.37	U-0.37	U-0.37	U-0.37
Garage door < 14% glazing[h]	U-0.31	U-0.31	U-0.31	U-0.31	U-0.31	U-0.31	U-0.31	U-0.31	U-0.31	U-0.31	U-0.31	U-0.31	U-0.31	U-0.31	U-0.31	U-0.31

For SI: 1 pound per square foot = 4.88 kg/m^2, 1 pound per cubic foot = 16 kg/m^3.

ci = Continuous Insulation, NR = No Requirement, LS = Liner System.

a. Where assembly *U*-factors, *C*-factors and *F*-factors are established in ANSI/ASHRAE/IESNA 90.1 Appendix A, such opaque assemblies shall be a compliance alternative where those values meet the criteria of this table, and provided that the construction, excluding the cladding system on walls, complies with the appropriate construction details from ANSI/ASHRAE/ISNEA 90.1 Appendix A.

b. Where *U*-factors have been established by testing in accordance with ASTM C1363, such opaque assemblies shall be a compliance alternative where those values meet the criteria of this table. The *R*-value of continuous insulation shall be permitted to be added to or subtracted from the original tested design.

c. Where heated slabs are below grade, below-grade walls shall comply with the *U*-factor requirements for above-grade mass walls.

d. "Mass floors" shall be in accordance with Section C402.2.3.

e. These *C*-, *F*- and *U*-factors are based on assemblies that are not required to contain insulation.

f. "Mass walls" shall be in accordance with Section C402.2.2.

g. Swinging door *U*-factors shall be determined in accordance with NFRC-100.

h. Garage doors having a single row of fenestration shall have an assembly *U*-factor less than or equal to 0.44 in Climate Zones 0 through 6 and less than or equal to 0.36 in Climate Zones 7 and 8, provided that the fenestration area is not less than 14 percent and not more than 25 percent of the total door area.

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C402.1.4.2 Thermal resistance of cold-formed steel walls. *U*-factors of walls with cold-formed steel studs shall be permitted to be determined in accordance with Equation 4-1.

$$U = 1/[R_s + (ER)] \quad \textbf{(Equation 4-1)}$$

where:

R_s = The cumulative *R*-value of the wall components along the path of heat transfer, excluding the *cavity insulation* and steel studs.

ER = The effective *R*-value of the *cavity insulation* with steel studs as specified in Table C402.1.4.2.

TABLE C402.1.4.2
EFFECTIVE *R*-VALUES FOR STEEL STUD WALL ASSEMBLIES

NOMINAL STUD DEPTH (inches)	SPACING OF FRAMING (inches)	CAVITY *R*-VALUE (insulation)	CORRECTION FACTOR (F_c)	EFFECTIVE *R*-VALUE (ER) (Cavity *R*-Value × F_c)
$3^1/_2$	16	13	0.46	5.98
		15	0.43	6.45
$3^1/_2$	24	13	0.55	7.15
		15	0.52	7.80
6	16	19	0.37	7.03
		21	0.35	7.35
6	24	19	0.45	8.55
		21	0.43	9.03
8	16	25	0.31	7.75
	24	25	0.38	9.50

For SI: 1 inch = 25.4 mm.

C402.1.5 Component performance alternative. Building envelope values and fenestration areas determined in accordance with Equation 4-2 shall be an alternative to compliance with the *U*-, *F*- and *C*-factors in Tables C402.1.4 and C402.4 and the maximum allowable fenestration areas in Section C402.4.1. *Fenestration* shall meet the applicable SHGC requirements of Section C402.4.3.

$$A + B + C + D + E \le \text{Zero} \quad \textbf{(Equation 4-2)}$$

where:

A = Sum of the (UA Dif) values for each distinct assembly type of the *building thermal envelope*, other than slabs on grade and below-grade walls.

UA Dif = UA Proposed – UA Table.

UA Proposed = Proposed *U*-value × Area.

UA Table = (*U*-factor from Table C402.1.3, C402.1.4 or C402.4) × Area.

B = Sum of the (FL Dif) values for each distinct slab-on-grade perimeter condition of the *building thermal envelope*.

FL Dif = FL Proposed – FL Table.

FL Proposed = Proposed *F*-value × Perimeter length.

FL Table = (*F*-factor specified in Table C402.1.4) × Perimeter length.

C = Sum of the (CA Dif) values for each distinct *below-grade wall* assembly type of the *building thermal envelope*.

CA Dif = CA Proposed – CA Table.

CA Proposed = Proposed *C*-value × Area.

CA Table = (Maximum allowable *C*-factor specified in Table C402.1.4) × Area.

Where the proposed vertical glazing area is less than or equal to the maximum vertical glazing area allowed by Section C402.4.1, the value of D (Excess Vertical Glazing Value) shall be zero. Otherwise:

D = (DA × UV) – (DA × U Wall), but not less than zero.

DA = (Proposed Vertical Glazing Area) – (Vertical Glazing Area allowed by Section C402.4.1).

UA Wall = Sum of the (UA Proposed) values for each opaque assembly of the exterior wall.

U Wall = Area-weighted average *U*-value of all above-grade wall assemblies.

UAV = Sum of the (UA Proposed) values for each vertical glazing assembly.

UV = UAV/total vertical glazing area.

Where the proposed skylight area is less than or equal to the skylight area allowed by Section C402.4.1, the value of E (Excess Skylight Value) shall be zero. Otherwise:

E = (EA × US) – (EA × U Roof), but not less than zero.

EA = (Proposed Skylight Area) – (Allowable Skylight Area as specified in Section C402.4.1).

U Roof = Area-weighted average *U*-value of all roof assemblies.

UAS = Sum of the (UA Proposed) values for each skylight assembly.

US = UAS/total skylight area.

C402.2 Specific building thermal envelope insulation requirements. Insulation in *building thermal envelope* opaque assemblies shall comply with Sections C402.2.1 through C402.2.7 and Table C402.1.3.

C402.2.1 Roof assembly. The minimum thermal resistance (*R*-value) of the insulating material installed either between the roof framing or continuously on the roof assembly shall be as specified in Table C402.1.3, based on construction materials used in the roof assembly.

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C402.2.1.1 Tapered, above-deck insulation based on thickness. Where used as a component of a roof/ceiling assembly *R*-value calculation, the sloped roof insulation *R*-value contribution to that calculation shall use the average thickness in inches (mm) along with the material *R*-value-per-inch (per-mm) solely for *R*-value compliance as prescribed in Section 402.1.3.

C402.2.1.2 Minimum thickness, lowest point. The minimum thickness of above-deck roof insulation at its lowest point, gutter edge, roof drain or scupper, shall be not less than 1 inch (25 mm).

C402.2.1.3 Suspended ceilings. Insulation installed on suspended ceilings having removable ceiling tiles shall not be considered part of the minimum thermal resistance (*R*-value) of roof insulation in roof/ceiling construction.

C402.2.1.4 Joints staggered. Continuous insulation board shall be installed in not less than two layers and the edge joints between each layer of insulation shall be staggered, except where insulation tapers to the roof deck at a gutter edge, roof drain or scupper.

C402.2.1.5 Skylight curbs. Skylight curbs shall be insulated to the level of roofs with insulation entirely above the deck or R-5, whichever is less.

Exception: Unit skylight curbs included as a component of a skylight listed and labeled in accordance with NFRC 100 shall not be required to be insulated.

C402.2.2 Above-grade walls. The minimum thermal resistance (*R*-value) of materials installed in the wall cavity between framing members and continuously on the walls shall be as specified in Table C402.1.3, based on framing type and construction materials used in the wall assembly. The *R*-value of integral insulation installed in concrete masonry units shall not be used in determining compliance with Table C402.1.3 except as otherwise noted in the table. In determining compliance with Table C402.1.4, the use of the *U*-factor of concrete masonry units with integral insulation shall be permitted.

"Mass walls" where used as a component in the thermal envelope of a building shall comply with one of the following:

1. Weigh not less than 35 pounds per square foot (171 kg/m^2) of wall surface area.
2. Weigh not less than 25 pounds per square foot (122 kg/m^2) of wall surface area where the material weight is not more than 120 pcf (1900 kg/m^3).
3. Have a heat capacity exceeding 7 Btu/ft^2 × °F (144 kJ/m^2 × K).
4. Have a heat capacity exceeding 5 Btu/ft^2 × °F (103 kJ/m^2 × K), where the material weight is not more than 120 pcf (1900 kg/m^3).

C402.2.3 Floors. The thermal properties (component *R*-values or assembly *U*-, *C*- or *F*-factors) of floor assemblies over outdoor air or unconditioned space shall be as specified in Table C402.1.3 or C402.1.4 based on the construction materials used in the floor assembly. Floor framing *cavity insulation* or structural slab insulation shall be installed to maintain permanent contact with the underside of the subfloor decking or structural slabs.

"Mass floors" where used as a component of the thermal envelope of a building shall provide one of the following weights:

1. 35 pounds per square foot (171 kg/m^2) of floor surface area.
2. 25 pounds per square foot (122 kg/m^2) of floor surface area where the material weight is not more than 120 pounds per cubic foot (1923 kg/m^3).

Exceptions:

1. The floor framing *cavity insulation* or structural slab insulation shall be permitted to be in contact with the top side of sheathing or continuous insulation installed on the bottom side of floor assemblies where combined with insulation that meets or exceeds the minimum *R*-value in Table C402.1.3 for "Metal framed" or "Wood framed and other" values for "Walls, above grade" and extends from the bottom to the top of all perimeter floor framing or floor assembly members.
2. Insulation applied to the underside of concrete floor slabs shall be permitted an airspace of not more than 1 inch (25 mm) where it turns up and is in contact with the underside of the floor under walls associated with the *building thermal envelope*.

C402.2.4 Slabs-on-grade. The minimum thermal resistance (*R*-value) of the insulation for unheated or heated slab-on-grade floors designed in accordance with the *R*-value method of Section C402.1.3 shall be as specified in Table C402.1.3.

C402.2.4.1 Insulation installation. Where installed, the perimeter insulation shall be placed on the outside of the foundation or on the inside of the foundation wall. The perimeter insulation shall extend downward from the top of the slab for the minimum distance shown in the table or to the top of the footing, whichever is less, or downward to not less than the bottom of the slab and then horizontally to the interior or exterior for the total distance shown in the table. Insulation extending away from the building shall be protected by pavement or by not less than 10 inches (254 mm) of soil. Where installed, full slab insulation shall be continuous under the entire area of the slab-on-grade floor, except at structural column locations and service penetrations. Insulation required at the heated slab

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perimeter shall not be required to extend below the bottom of the heated slab and shall be continuous with the full slab insulation.

Exception: Where the slab-on-grade floor is greater than 24 inches (61 mm) below the finished exterior grade, perimeter insulation is not required.

C402.2.5 Below-grade walls. The *C*-factor for the below-grade exterior walls shall be in accordance with Table C402.1.4. The *R*-value of the insulating material installed continuously within or on the below-grade exterior walls of the building envelope shall be in accordance with Table C402.1.3. The *C*-factor or *R*-value required shall extend to a depth of not less than 10 feet (3048 mm) below the outside finished ground level, or to the level of the lowest floor of the conditioned space enclosed by the below-grade wall, whichever is less.

C402.2.6 Insulation of radiant heating systems. *Radiant heating system* panels, and their associated components that are installed in interior or exterior assemblies, shall be insulated to an *R*-value of not less than R-3.5 on all surfaces not facing the space being heated. *Radiant heating system* panels that are installed in the *building thermal envelope* shall be separated from the exterior of the building or unconditioned or exempt spaces by not less than the *R*-value of insulation installed in the opaque assembly in which they are installed or the assembly shall comply with Section C402.1.4.

Exception: Heated slabs on grade insulated in accordance with Section C402.2.4.

C402.2.7 Airspaces. Where the *R*-value of an airspace is used for compliance in accordance with Section C402.1, the airspace shall be enclosed in an unventilated cavity constructed to minimize airflow into and out of the enclosed airspace. Airflow shall be deemed minimized where the enclosed airspace is located on the interior side of the continuous air barrier and is bounded on all sides by building components.

Exception: The thermal resistance of airspaces located on the exterior side of the continuous air barrier and adjacent to and behind the exterior wall-covering material shall be determined in accordance with ASTM C1363 modified with an airflow entering the bottom and exiting the top of the airspace at an air movement rate of not less than 70 mm/second.

C402.3 Roof solar reflectance and thermal emittance. Low-sloped roofs directly above cooled conditioned spaces in *Climate Zones* 0 through 3 shall comply with one or more of the options in Table C402.3.

Exceptions: The following roofs and portions of roofs are exempt from the requirements of Table C402.3:

1. Portions of the roof that include or are covered by the following:
   1.1. Photovoltaic systems or components.
   1.2. Solar air or water-heating systems or components.
   1.3. Vegetative roofs or landscaped roofs.
   1.4. Above-roof decks or walkways.
   1.5. Skylights.
   1.6. HVAC systems and components, and other opaque objects mounted above the roof.
2. Portions of the roof shaded during the peak sun angle on the summer solstice by permanent features of the building or by permanent features of adjacent buildings.
3. Portions of roofs that are ballasted with a minimum stone ballast of 17 pounds per square foot (74 kg/m^2) or 23 psf (117 kg/m^2) pavers.
4. Roofs where not less than 75 percent of the roof area complies with one or more of the exceptions to this section.

TABLE C402.3
MINIMUM ROOF REFLECTANCE AND EMITTANCE OPTIONS[a]

Three-year-aged solar reflectance[b] of 0.55 and 3-year aged thermal emittance[c] of 0.75
Three-year-aged solar reflectance index[d] of 64

a. The use of area-weighted averages to comply with these requirements shall be permitted. Materials lacking 3-year-aged tested values for either solar reflectance or thermal emittance shall be assigned both a 3-year-aged solar reflectance in accordance with Section C402.3.1 and a 3-year-aged thermal emittance of 0.90.
b. Aged solar reflectance tested in accordance with ASTM C1549, ASTM E903 or ASTM E1918 or CRRC-S100.
c. Aged thermal emittance tested in accordance with ASTM C1371 or ASTM E408 or CRRC-S100.
d. Solar reflectance index (SRI) shall be determined in accordance with ASTM E1980 using a convection coefficient of 2.1 Btu/h × ft^2 × °F (12 W/m^2 × K). Calculation of aged SRI shall be based on aged tested values of solar reflectance and thermal emittance.

C402.3.1 Aged roof solar reflectance. Where an aged solar reflectance required by Section C402.3 is not available, it shall be determined in accordance with Equation 4-3.

$$R_{aged} = [0.2 + 0.7(R_{initial} - 0.2)] \quad \textbf{(Equation 4-3)}$$

where:

R_{aged} = The aged solar reflectance.

$R_{initial}$ = The initial solar reflectance determined in accordance with CRRC-S100.

C402.4 Fenestration. Fenestration shall comply with Sections C402.4.1 through C402.4.5 and Table C402.4. Daylight responsive controls shall comply with this section and Section C405.2.4.

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TABLE C402.4
BUILDING ENVELOPE FENESTRATION MAXIMUM *U*-FACTOR AND SHGC REQUIREMENTS

CLIMATE ZONE	0 AND 1		2		3		4 EXCEPT MARINE		5 AND MARINE 4		6		7		8	
Vertical fenestration																
***U*-factor**																
Fixed fenestration	0.50		0.45		0.42		0.36		0.36		0.34		0.29		0.26	
Operable fenestration	0.62		0.60		0.54		0.45		0.45		0.42		0.36		0.32	
Entrance doors	0.83		0.77		0.68		0.63		0.63		0.63		0.63		0.63	
SHGC																
	Fixed	Operable	Fixed	Operable	Fixed	Operable	Fixed	Operable	Fixed	Operable	Fixed	Operable	Fixed	Operable	Fixed	Operable
PF < 0.2	0.23	0.21	0.25	0.23	0.25	0.23	0.36	0.33	0.38	0.33	0.38	0.34	0.40	0.36	0.40	0.36
0.2 ≤ PF < 0.5	0.28	0.25	0.30	0.28	0.30	0.28	0.43	0.40	0.46	0.40	0.46	0.41	0.48	0.43	0.48	0.43
PF ≥ 0.5	0.37	0.34	0.40	0.37	0.40	0.37	0.58	0.53	0.61	0.53	0.61	0.54	0.64	0.58	0.64	0.58
Skylights																
U-factor	0.70		0.65		0.55		0.50		0.50		0.50		0.44		0.41	
SHGC	0.30		0.30		0.30		0.40		0.40		0.40		NR		NR	

NR = No Requirement, PF = Projection Factor.

C402.4.1 Maximum area. The vertical fenestration area, not including opaque doors and opaque spandrel panels, shall be not greater than 30 percent of the gross above-grade wall area. The skylight area shall be not greater than 3 percent of the gross roof area.

C402.4.1.1 Increased vertical fenestration area with daylight responsive controls. In *Climate Zones* 0 through 6, not more than 40 percent of the gross above-grade wall area shall be vertical fenestration, provided that all of the following requirements are met:

1. In buildings not greater than two stories above grade, not less than 50 percent of the net floor area is within a *daylight zone*.
2. In buildings three or more stories above grade, not less than 25 percent of the net floor area is within a *daylight zone*.
3. *Daylight responsive controls* are installed in *daylight zones*.
4. Visible transmittance (VT) of vertical fenestration is not less than 1.1 times solar heat gain coefficient (SHGC).

   Exception: Fenestration that is outside the scope of NFRC 200 is not required to comply with Item 4.

C402.4.1.2 Increased skylight area with daylight responsive controls. The skylight area shall be not more than 6 percent of the roof area provided that *daylight responsive controls* are installed in *toplit daylight zones*.

C402.4.2 Minimum skylight fenestration area. Skylights shall be provided in enclosed spaces greater than 2,500 square feet (232 m^2) in floor area, directly under a roof with not less than 75 percent of the ceiling area with a ceiling height greater than 15 feet (4572 mm), and used as an office, lobby, atrium, concourse, corridor, storage space, gymnasium/exercise center, convention center, automotive service area, space where manufacturing occurs, nonrefrigerated warehouse, retail store, distribution/sorting area, transportation depot or workshop. The total *toplit daylight zone* shall be not less than half the floor area and shall comply with one of the following:

1. A minimum skylight area to *toplit daylight zone* of not less than 3 percent where all skylights have a VT of not less than 0.40, or VT_{annual} of not less than 0.26, as determined in accordance with Section C303.1.3.
2. A minimum skylight effective aperture, determined in accordance with Equation 4-4, of:
   2.1. Not less than 1 percent using a skylight's VT rating; or
   2.2. Not less than 0.66 percent using a Tubular Daylight Device's VT_{annual} rating.

$$\text{Skylight Effective Aperture} = \frac{0.85 \times \text{Skylight Area} \times \text{Skylight VT} \times \text{WF}}{\text{Toplit Zone}} \quad \textbf{(Equation 4-4)}$$

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where:

Skylight area = Total fenestration area of skylights.

Skylight VT = Area weighted average visible transmittance of skylights.

WF = Area weighted average well factor, where well factor is 0.9 if light well depth is less than 2 feet (610 mm), or 0.7 if light well depth is 2 feet (610 mm) or greater, or 1.0 for Tubular Daylighting Devices with VT_{annual} ratings.

Light well depth = Measure vertically from the underside of the lowest point of the skylight glazing to the ceiling plane under the skylight.

Exception: Skylights above *daylight zones* of enclosed spaces are not required in:

1. Buildings in *Climate Zones* 6 through 8.
2. Spaces where the designed *general lighting* power densities are less than 0.5 W/ft^2 (5.4 W/m^2).
3. Areas where it is documented that existing structures or natural objects block direct beam sunlight on not less than half of the roof over the enclosed area for more than 1,500 daytime hours per year between 8 a.m. and 4 p.m.
4. Spaces where the *daylight zone* under rooftop monitors is greater than 50 percent of the enclosed space floor area.
5. Spaces where the total area minus the area of *sidelit daylight zones* is less than 2,500 square feet (232 m^2), and where the lighting is controlled in accordance with Section C405.2.3.
6. Spaces designed as storm shelters complying with ICC 500.

C402.4.2.1 Lighting controls in toplit daylight zones. *Daylight responsive controls* shall be provided in toplit daylight zones.

C402.4.2.2 Haze factor. Skylights in office, storage, automotive service, manufacturing, nonrefrigerated warehouse, retail store and distribution/sorting area spaces shall have a glazing material or diffuser with a haze factor greater than 90 percent when tested in accordance with ASTM D1003.

Exception: Skylights and tubular daylighting devices designed and installed to exclude direct sunlight entering the occupied space by the use of fixed or automated baffles, the geometry of skylight and light well or the use of optical diffuser components.

C402.4.3 Maximum *U*-factor and SHGC. The maximum *U*-factor and solar heat gain coefficient (SHGC) for fenestration shall be as specified in Table C402.4.

The window projection factor shall be determined in accordance with Equation 4-5.

$$PF = A/B \qquad \textbf{(Equation 4-5)}$$

where:

PF = Projection factor (decimal).

A = Distance measured horizontally from the farthest continuous extremity of any overhang, eave or permanently attached shading device to the vertical surface of the glazing.

B = Distance measured vertically from the bottom of the glazing to the underside of the overhang, eave or permanently attached shading device.

Where different windows or glass doors have different *PF* values, they shall each be evaluated separately.

C402.4.3.1 Increased skylight SHGC. In *Climate Zones* 0 through 6, skylights shall be permitted a maximum SHGC of 0.60 where located above *daylight zones* provided with *daylight responsive controls*.

C402.4.3.2 Increased skylight *U*-factor. Where skylights are installed above *daylight zones* provided with *daylight responsive controls*, a maximum *U*-factor of 0.9 shall be permitted in *Climate Zones* 0 through 3 and a maximum *U*-factor of 0.75 shall be permitted in *Climate Zones* 4 through 8.

C402.4.3.3 Dynamic glazing. Where dynamic glazing is intended to satisfy the SHGC and VT requirements of Table C402.4, the ratio of the higher to lower labeled SHGC shall be greater than or equal to 2.4, and the *dynamic glazing* shall be automatically controlled to modulate the amount of solar gain into the space in multiple steps. Dynamic glazing shall be considered separately from other fenestration, and area-weighted averaging with other fenestration that is not dynamic glazing shall not be permitted.

Exception: Dynamic glazing is not required to comply with this section where both the lower and higher labeled SHGC already comply with the requirements of Table C402.4.

C402.4.3.4 Area-weighted *U*-factor. An area-weighted average shall be permitted to satisfy the *U*-factor requirements for each fenestration product category listed in Table C402.4. Individual fenestration products from different fenestration product categories listed in Table C402.4 shall not be combined in calculating area-weighted average *U*-factor.

C402.4.4 Daylight zones. Daylight zones referenced in Sections C402.4.1.1 through C402.4.3.2 shall comply with Sections C405.2.4.2 and C405.2.4.3, as applicable.

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Daylight zones shall include *toplit daylight zones* and sidelit *daylight* zones.

C402.4.5 Doors. Opaque swinging doors shall comply with Table C402.1.4. Opaque nonswinging doors shall comply with Table C402.1.4. Opaque doors shall be considered as part of the gross area of above-grade walls that are part of the *building thermal envelope*. Opaque doors shall comply with Section C402.4.5.1 or C402.4.5.2. Other doors shall comply with the provisions of Section C402.4.3 for vertical fenestration.

C402.4.5.1 Opaque swinging doors. Opaque swinging doors shall comply with Table C402.1.4.

C402.4.5.2 Nonswinging doors. Opaque nonswinging doors that are horizontally hinged sectional doors with a single row of fenestration shall have an assembly *U*-factor less than or equal to 0.440 in Climate Zones 0 through 6 and less than or equal to 0.360 in Climate Zones 7 and 8, provided that the fenestration area is not less than 14 percent and not more than 25 percent of the total door area.

Exception: Other doors shall comply with the provisions of Section C402.4.3 for vertical fenestration.

C402.5 Air leakage—thermal envelope. The *building thermal envelope* shall comply with Sections C402.5.1 through Section C402.5.11.1, or the building *thermal envelope* shall be tested in accordance with Section C402.5.2 or C402.5.3. Where compliance is based on such testing, the building shall also comply with Sections C402.5.7, C402.5.8 and C402.5.9.

C402.5.1 Air barriers. A continuous air barrier shall be provided throughout the *building thermal envelope*. The continuous air barriers shall be located on the inside or outside of the building thermal envelope, located within the assemblies composing the building thermal envelope, or any combination thereof. The air barrier shall comply with Sections C402.5.1.1, and C402.5.1.2.

Exception: Air barriers are not required in buildings located in *Climate Zone* 2B.

C402.5.1.1 Air barrier construction. The *continuous air barrier* shall be constructed to comply with the following:

1. The air barrier shall be continuous for all assemblies that are the thermal envelope of the building and across the joints and assemblies.
2. Air barrier joints and seams shall be sealed, including sealing transitions in places and changes in materials. The joints and seals shall be securely installed in or on the joint for its entire length so as not to dislodge, loosen or otherwise impair its ability to resist positive and negative pressure from wind, stack effect and mechanical ventilation.
3. Penetrations of the air barrier shall be caulked, gasketed or otherwise sealed in a manner compatible with the construction materials and location. Sealing shall allow for expansion, contraction and mechanical vibration. Joints and seams associated with penetrations shall be sealed in the same manner or taped. Sealing materials shall be securely installed around the penetration so as not to dislodge, loosen or otherwise impair the penetrations' ability to resist positive and negative pressure from wind, stack effect and mechanical ventilation. Sealing of concealed fire sprinklers, where required, shall be in a manner that is recommended by the manufacturer. Caulking or other adhesive sealants shall not be used to fill voids between fire sprinkler cover plates and walls or ceilings.
4. Recessed lighting fixtures shall comply with Section C402.5.10. Where similar objects are installed that penetrate the air barrier, provisions shall be made to maintain the integrity of the air barrier.

C402.5.1.2 Air barrier compliance. A continuous air barrier for the opaque building envelope shall comply with the following:

1. Buildings or portions of buildings, including Group R and I occupancies, shall meet the provisions of Section C402.5.2.

   Exception: Buildings in Climate Zones 2B, 3C and 5C.
2. Buildings or portions of buildings other than Group R and I occupancies shall meet the provisions of Section C402.5.3.

   Exceptions:

   1. Buildings in Climate Zones 2B, 3B, 3C and 5C.
   2. Buildings larger than 5,000 square feet (464.5 m^2) floor area in Climate Zones 0B, 1, 2A, 4B and 4C.
   3. Buildings between 5,000 square feet (464.5 m^2) and 50,000 square feet (4645 m^2) floor area in Climate Zones 0A, 3A and 5B.
3. Buildings or portions of buildings that do not complete air barrier testing shall meet the provisions of Section C402.5.1.3 or C402.5.1.4 in addition to Section C402.5.1.5.

C402.5.1.3 Materials. Materials with an air permeability not greater than 0.004 cfm/ft^2 (0.02 L/s × m^2) under a pressure differential of 0.3 inch water gauge (75 Pa) when tested in accordance with ASTM E2178 shall comply with this section. Materials in Items 1 through 16 shall be deemed to comply with this section, provided that joints are sealed and materials

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are installed as air barriers in accordance with the manufacturer's instructions.

1. Plywood with a thickness of not less than $^3/_8$ inch (10 mm).
2. Oriented strand board having a thickness of not less than $^3/_8$ inch (10 mm).
3. Extruded polystyrene insulation board having a thickness of not less than $^1/_2$ inch (12.7 mm).
4. Foil-back polyisocyanurate insulation board having a thickness of not less than $^1/_2$ inch (12.7 mm).
5. Closed-cell spray foam having a minimum density of 1.5 pcf (2.4 kg/m^3) and having a thickness of not less than $1^1/_2$ inches (38 mm).
6. Open-cell spray foam with a density between 0.4 and 1.5 pcf (0.6 and 2.4 kg/m^3) and having a thickness of not less than 4.5 inches (113 mm).
7. Exterior or interior gypsum board having a thickness of not less than $^1/_2$ inch (12.7 mm).
8. Cement board having a thickness of not less than $^1/_2$ inch (12.7 mm).
9. Built-up roofing membrane.
10. Modified bituminous roof membrane.
11. Single-ply roof membrane.
12. A Portland cement/sand parge, or gypsum plaster having a thickness of not less than $^5/_8$ inch (15.9 mm).
13. Cast-in-place and precast concrete.
14. Fully grouted concrete block masonry.
15. Sheet steel or aluminum.
16. Solid or hollow masonry constructed of clay or shale masonry units.

C402.5.1.4 Assemblies. Assemblies of materials and components with an average air leakage not greater than 0.04 cfm/ft^2 (0.2 L/s × m^2) under a pressure differential of 0.3 inch of water gauge (w.g.)(75 Pa) when tested in accordance with ASTM E2357, ASTM E1677, ASTM D8052 or ASTM E283 shall comply with this section. Assemblies listed in Items 1 through 3 shall be deemed to comply, provided that joints are sealed and the requirements of Section C402.5.1.1 are met.

1. Concrete masonry walls coated with either one application of block filler or two applications of a paint or sealer coating.
2. Masonry walls constructed of clay or shale masonry units with a nominal width of 4 inches (102 mm) or more.
3. A Portland cement/sand parge, stucco or plaster not less than $^1/_2$ inch (12.7 mm) in thickness.

C402.5.1.5 Building envelope performance verification. The installation of the continuous air barrier shall be verified by the *code official*, a *registered design professional* or *approved* agency in accordance with the following:

1. A review of the construction documents and other supporting data shall be conducted to assess compliance with the requirements in Section C402.5.1.
2. Inspection of continuous air barrier components and assemblies shall be conducted during construction while the air barrier is still accessible for inspection and repair to verify compliance with the requirements of Sections C402.5.1.3 and C402.5.1.4.
3. A final commissioning report shall be provided for inspections completed by the *registered design professional* or *approved* agency. The commissioning report shall be provided to the building owner or owner's authorized agent and the *code official*. The report shall identify deficiencies found during the review of the construction documents and inspection and details of corrective measures taken.

C402.5.2 Dwelling and sleeping unit enclosure testing. The *building thermal envelope* shall be tested in accordance with ASTM E779, ANSI/RESNET/ICC 380, ASTM E1827 or an equivalent method approved by the *code official*. The measured air leakage shall not exceed 0.30 cfm/ft^2 (1.5 L/s m^2) of the testing unit enclosure area at a pressure differential of 0.2 inch water gauge (50 Pa). Where multiple dwelling units or sleeping units or other occupiable conditioned spaces are contained within one *building thermal envelope*, each unit shall be considered an individual testing unit, and the building air leakage shall be the weighted average of all testing unit results, weighted by each testing unit's enclosure area. Units shall be tested separately with an unguarded blower door test as follows:

1. Where buildings have fewer than eight testing units, each testing unit shall be tested.
2. For buildings with eight or more testing units, the greater of seven units or 20 percent of the testing units in the building shall be tested, including a top floor unit, a ground floor unit and a unit with the largest testing unit enclosure area. For each tested unit that exceeds the maximum air leakage rate, an additional two units shall be tested, including a mixture of testing unit types and locations.

C402.5.3 Building thermal envelope testing. The *building thermal envelope* shall be tested in accordance with ASTM E779, ANSI/RESNET/ICC 380, ASTM E3158 or ASTM E1827 or an equivalent method approved by the

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code official. The measured air leakage shall not exceed 0.40 cfm/ft^2 (2.0 L/s × m^2) of the *building thermal envelope* area at a pressure differential of 0.3 inch water gauge (75 Pa). Alternatively, portions of the building shall be tested and the measured air leakages shall be area weighted by the surface areas of the building envelope in each portion. The weighted average test results shall not exceed the whole building leakage limit. In the alternative approach, the following portions of the building shall be tested:

1. The entire envelope area of all stories that have any spaces directly under a roof.
2. The entire envelope area of all stories that have a building entrance, exposed floor, or loading dock, or are below grade.
3. Representative above-grade sections of the building totaling at least 25 percent of the wall area enclosing the remaining conditioned space.

Exception: Where the measured air leakage rate exceeds 0.40 cfm/ft^2 (2.0 L/s × m^2) but does not exceed 0.60 cfm/ft^2 (3.0 L/s × m^2), a diagnostic evaluation using smoke tracer or infrared imaging shall be conducted while the building is pressurized along with a visual inspection of the air barrier. Any leaks noted shall be sealed where such sealing can be made without destruction of existing building components. An additional report identifying the corrective actions taken to seal leaks shall be submitted to the code official and the building owner, and shall be deemed to comply with the requirements of this section.

C402.5.4 Air leakage of fenestration. The air leakage of fenestration assemblies shall meet the provisions of Table C402.5.4. Testing shall be in accordance with the applicable reference test standard in Table C402.5.4 by an accredited, independent testing laboratory and *labeled* by the manufacturer.

Exceptions:

1. Field-fabricated fenestration assemblies that are sealed in accordance with Section C402.5.1.
2. Fenestration in buildings that comply with the testing alternative of Section C402.5 are not required to meet the air leakage requirements in Table C402.5.4.

C402.5.5 Rooms containing fuel-burning appliances. In *Climate Zones* 3 through 8, where combustion air is supplied through openings in an exterior wall to a room or space containing a space-conditioning fuel-burning appliance, one of the following shall apply:

1. The room or space containing the appliance shall be located outside of the *building thermal envelope*.
2. The room or space containing the appliance shall be enclosed and isolated from conditioned spaces inside the *building thermal envelope*. Such rooms shall comply with all of the following:
   2.1. The walls, floors and ceilings that separate the enclosed room or space from conditioned spaces shall be insulated to be not less than equivalent to the insulation requirement of below-grade walls as specified in Table C402.1.3 or Table C402.1.4.
   2.2. The walls, floors and ceilings that separate the enclosed room or space from conditioned spaces shall be sealed in accordance with Section C402.5.1.1.

TABLE C402.5.4
MAXIMUM AIR LEAKAGE RATE FOR FENESTRATION ASSEMBLIES

FENESTRATION ASSEMBLY	MAXIMUM RATE (CFM/FT^2)	TEST PROCEDURE
Windows	0.20[a]	AAMA/WDMA/CSA101/I.S.2/A440 or NFRC 400
Sliding doors	0.20[a]	
Swinging doors	0.20[a]	
Skylights—with condensation weepage openings	0.30	
Skylights—all other	0.20[a]	
Curtain walls	0.06	NFRC 400 or ASTM E283 at 1.57 psf (75 Pa)
Storefront glazing	0.06	
Commercial glazed swinging entrance doors	1.00	
Power-operated sliding doors and power operated folding doors	1.00	
Revolving doors	1.00	
Garage doors	0.40	ANSI/DASMA 105, NFRC 400, or ASTM E283 at 1.57 psf (75 Pa)
Rolling doors	1.00	
High-speed doors	1.30	

For SI: 1 cubic foot per minute = 0.47 L/s, 1 square foot = 0.093 m^2.

a. The maximum rate for windows, sliding and swinging doors, and skylights is permitted to be 0.3 cfm per square foot of fenestration or door area when tested in accordance with AAMA/WDMA/CSA101/I.S.2/A440 at 6.24 psf (300 Pa).

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2.3. The doors into the enclosed room or space shall be fully gasketed.

2.4. Water lines and ducts in the enclosed room or space shall be insulated in accordance with Section C403.

2.5. Where an air duct supplying combustion air to the enclosed room or space passes through *conditioned space*, the duct shall be insulated to an *R*-value of not less than R-8.

Exception: Fireplaces and stoves complying with Sections 901 through 905 of the *International Mechanical Code*, and Section 2111.14 of the *International Building Code*.

C402.5.6 Doors and access openings to shafts, chutes, stairways and elevator lobbies. Doors and *access* openings from conditioned space to shafts, chutes stairways and elevator lobbies not within the scope of the fenestration assemblies covered by Section C402.5.4 shall be gasketed, weather-stripped or sealed.

Exceptions:

1. Door openings required to comply with Section 716 of the *International Building Code*.
2. Doors and door openings required to comply with UL 1784 by the *International Building Code*.

C402.5.7 Air intakes, exhaust openings, stairways and shafts. Stairway enclosures, elevator shaft vents and other outdoor air intakes and exhaust openings integral to the building envelope shall be provided with dampers in accordance with Section C403.7.7.

C402.5.8 Loading dock weather seals. Cargo door openings and loading door openings shall be equipped with weather seals that restrict infiltration and provide direct contact along the top and sides of vehicles that are parked in the doorway.

C402.5.9 Vestibules. Building entrances shall be protected with an enclosed vestibule, with all doors opening into and out of the vestibule equipped with self-closing devices. Vestibules shall be designed so that in passing through the vestibule it is not necessary for the interior and exterior doors to open at the same time. The installation of one or more revolving doors in the *building entrance* shall not eliminate the requirement that a vestibule be provided on any doors adjacent to revolving doors.

Exceptions: Vestibules are not required for the following:

1. Buildings in *Climate Zones* 0 through 2.
2. Doors not intended to be used by the public, such as doors to mechanical or electrical equipment rooms, or intended solely for employee use.
3. Doors opening directly from a *sleeping unit* or dwelling unit.
4. Doors that open directly from a space less than 3,000 square feet (298 m^2) in area.
5. Revolving doors.
6. Doors used primarily to facilitate vehicular movement or material handling and adjacent personnel doors.
7. Doors that have an air curtain with a velocity of not less than 6.56 feet per second (2 m/s) at the floor that have been tested in accordance with ANSI/AMCA 220 and installed in accordance with the manufacturer's instructions. Manual or automatic controls shall be provided that will operate the air curtain with the opening and closing of the door. Air curtains and their controls shall comply with Section C408.2.3.

C402.5.10 Recessed lighting. Recessed luminaires installed in the *building thermal envelope* shall be all of the following:

1. IC-rated.
2. Labeled as having an air leakage rate of not more 2.0 cfm (0.944 L/s) when tested in accordance with ASTM E283 at a 1.57 psf (75 Pa) pressure differential.
3. Sealed with a gasket or caulk between the housing and interior wall or ceiling covering.

C402.5.11 Operable openings interlocking. Where occupancies utilize operable openings to the outdoors that are larger than 40 square feet (3.7 m^2) in area, such openings shall be interlocked with the heating and cooling system so as to raise the cooling setpoint to 90°F (32°C) and lower the heating setpoint to 55°F (13°C) whenever the operable opening is open. The change in heating and cooling setpoints shall occur within 10 minutes of opening the operable opening.

Exceptions:

1. Separately zoned areas associated with the preparation of food that contain appliances that contribute to the HVAC loads of a restaurant or similar type of occupancy.
2. Warehouses that utilize overhead doors for the function of the occupancy, where approved by the code official.
3. The first entrance doors where located in the exterior wall and are part of a vestibule system.

C402.5.11.1 Operable controls. Controls shall comply with Section C403.14.

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SECTION C403
BUILDING MECHANICAL SYSTEMS

C403.1 General. Mechanical systems and equipment serving the building heating, cooling, ventilating or refrigerating needs shall comply with this section.

Exception: Data center systems are exempt from the requirements of Sections C403.4 and C403.5.

C403.1.1 Calculation of heating and cooling loads. Design loads associated with heating, ventilating and air conditioning of the building shall be determined in accordance with ANSI/ASHRAE/ACCA Standard 183 or by an *approved* equivalent computational procedure using the design parameters specified in Chapter 3. Heating and cooling loads shall be adjusted to account for load reductions that are achieved where energy recovery systems are utilized in the HVAC system in accordance with the ASHRAE HVAC Systems and Equipment Handbook by an approved equivalent computational procedure.

C403.1.2 Data centers. Data center systems shall comply with Sections 6 and 8 of ASHRAE 90.4 with the following changes:

1. Replace design mechanical load component (MLC) values specified in Table 6.2.1.1 of the ASHRAE 90.4 with the values in Table C403.1.2(1) as applicable in each climate zone.
2. Replace annualized MLC values specified in Table 6.2.1.2 of the ASHRAE 90.4 with the values in Table C403.1.2(2) as applicable in each climate zone.

TABLE C403.1.2(1)
MAXIMUM DESIGN MECHANICAL LOAD COMPONENT (DESIGN MLC)

CLIMATE ZONE	DESIGN MLC AT 100% AND AT 50% ITE LOAD
0A	0.24
OB	0.26
1A	0.23
2A	0.24
3A	0.23
4A	0.23
5A	0.22
6A	0.22
1B	0.28
2B	0.27
3B	0.26
4B	0.23
5B	0.23
6B	0.21
3C	0.19
4C	0.21
5C	0.19
7	0.20
8	0.19

TABLE C403.1.2(2)
MAXIMUM ANNUALIZED MECHANICAL LOAD COMPONENT (ANNUALIZED MLC)

CLIMATE ZONE	HVAC MAXIMUM ANNUALIZED MLC AT 100% AND AT 50% ITE LOAD
0A	0.19
0B	0.20
1A	0.18
2A	0.19
3A	0.18
4A	0.17
5A	0.17
6A	0.17
1B	0.16
2B	0.18
3B	0.18
4B	0.18
5B	0.16
6B	0.17
3C	0.16
4C	0.16
5C	0.16
7	0.16
8	0.16

C403.2 System design. Mechanical systems shall be designed to comply with Sections C403.2.1 through C403.2.3. Where elements of a building's mechanical systems are addressed in Sections C403.3 through C403.14, such elements shall comply with the applicable provisions of those sections.

C403.2.1 Zone isolation required. HVAC systems serving *zones* that are over 25,000 square feet (2323 m^2) in floor area or that span more than one floor and are designed to operate or be occupied nonsimultaneously shall be divided into isolation areas. Each isolation area shall be equipped with *isolation devices* and controls configured to automatically shut off the supply of conditioned air and outdoor air to and exhaust air from the isolation area. Each isolation area shall be controlled independently by a device meeting the requirements of Section C403.4.2.2. Central systems and plants shall be provided with controls and devices that will allow system and equipment operation for any length of time while serving only the smallest isolation area served by the system or plant.

Exceptions:

1. Exhaust air and outdoor air connections to isolation areas where the fan system to which they connect is not greater than 5,000 cfm (2360 L/s).

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2. Exhaust airflow from a single isolation area of less than 10 percent of the design airflow of the exhaust system to which it connects.
3. Isolation areas intended to operate continuously or intended to be inoperative only when all other isolation areas in a *zone* are inoperative.

C403.2.2 Ventilation. Ventilation, either natural or mechanical, shall be provided in accordance with Chapter 4 of the *International Mechanical Code*. Where mechanical ventilation is provided, the system shall provide the capability to reduce the outdoor air supply to the minimum required by Chapter 4 of the *International Mechanical Code*.

C403.2.3 Fault detection and diagnostics. New buildings with an HVAC system serving a gross conditioned floor area of 100,000 square feet (9290 m^2) or larger shall include a fault detection and diagnostics (FDD) system to monitor the HVAC system's performance and automatically identify faults. The FDD system shall:

1. Include permanently installed sensors and devices to monitor the HVAC system's performance.
2. Sample the HVAC system's performance at least once every 15 minutes.
3. Automatically identify and report HVAC system faults.
4. Automatically notify authorized personnel of identified HVAC system faults.
5. Automatically provide prioritized recommendations for repair of identified faults based on analysis of data collected from the sampling of HVAC system performance.
6. Be capable of transmitting the prioritized fault repair recommendations to remotely located authorized personnel.

Exception: R-1 and R-2 occupancies.

C403.3 Heating and cooling equipment efficiencies. Heating and cooling equipment installed in mechanical systems shall be sized in accordance with Section C403.3.1 and shall be not less efficient in the use of energy than as specified in Section C403.3.2.

C403.3.1 Equipment sizing. The output capacity of heating and cooling equipment shall be not greater than that of the smallest available equipment size that exceeds the loads calculated in accordance with Section C403.1.1. A single piece of equipment providing both heating and cooling shall satisfy this provision for one function with the capacity for the other function as small as possible, within available equipment options.

Exceptions:

1. Required standby equipment and systems provided with controls and devices that allow such systems or equipment to operate automatically only when the primary equipment is not operating.
2. Multiple units of the same equipment type with combined capacities exceeding the design load and provided with controls that are configured to sequence the operation of each unit based on load.

C403.3.2 HVAC equipment performance requirements. Equipment shall meet the minimum efficiency requirements of Tables C403.3.2(1) through C403.3.2(16) when tested and rated in accordance with the applicable test procedure. Plate-type liquid-to-liquid heat exchangers shall meet the minimum requirements of AHRI 400. The efficiency shall be verified through certification under an approved certification program or, where a certification program does not exist, the equipment efficiency ratings shall be supported by data furnished by the manufacturer. Where multiple rating conditions or performance requirements are provided, the equipment shall satisfy all stated requirements. Where components, such as indoor or outdoor coils, from different manufacturers are used, calculations and supporting data shall be furnished by the designer that demonstrates that the combined efficiency of the specified components meets the requirements herein.

C403.3.2.1 Water-cooled centrifugal chilling packages. Equipment not designed for operation at AHRI Standard 550/590 test conditions of 44.00°F leaving and 54.00°F entering chilled-fluid temperatures, and with 85.00°F entering and 94.30°F leaving condenser-fluid temperatures, shall have maximum full-load kW/ton (FL) and part-load rating requirements adjusted using the following equations:

$$FL_{adj} = FL/K_{adj} \quad \textbf{(Equation 4-6)}$$

$$PLV_{adj} = IPLV.IP/K_{adj} \quad \textbf{(Equation 4-7)}$$

where:

K_{adj} = $A \times B$

FL = Full-load kW/ton value from Table C403.3.2(3).

FL_{adj} = Maximum full-load kW/ton rating, adjusted for nonstandard conditions.

$IPLV.IP$ = $IPLV.IP$ value from Table C403.3.2(3).

PLV_{adj} = Maximum $NPLV$ rating, adjusted for nonstandard conditions.

A = $0.00000014592 \times (LIFT)^4 - 0.0000346496 \times (LIFT)^3 + 0.00314196 \times (LIFT)^2 - 0.147199 \times (LIFT) + 3.93073$

B = $0.0015 \times L_{vg}E_{vap} + 0.934$

$LIFT$ = $L_{vg}Cond - L_{vg}E_{vap}$

$L_{vg}Cond$ = Full-load condenser leaving fluid temperature (°F).

$L_{vg}E_{vap}$ = Full-load evaporator leaving temperature (°F).

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The FL_{adj} and PLV_{adj} values are applicable only for centrifugal chillers meeting all of the following full-load design ranges:

- $36.00°F \leq L_{vg}E_{vap} \leq 60.00°F$
- $L_{vg}Cond \leq 115.00°F$
- $20.00°F \leq LIFT \leq 80.00°F$

Manufacturers shall calculate the FL_{adj} and PLV_{adj} before determining whether to label the chiller. Centrifugal chillers designed to operate outside of these ranges are not covered by this code.

C403.3.2.2 Positive displacement (air- and water-cooled) chilling packages. Equipment with a leaving fluid temperature higher than 32°F (0°C) and water-cooled positive displacement chilling packages with a condenser leaving fluid temperature below 115°F (46°C) shall meet the requirements of the tables in Section C403.3.2 when tested or certified with water at standard rating conditions, in accordance with the referenced test procedure.

C403.3.3 Hot gas bypass limitation. Cooling systems shall not use hot gas bypass or other evaporator pressure control systems unless the system is designed with multiple steps of unloading or continuous capacity modulation. The capacity of the hot gas bypass shall be limited as indicated in Table C403.3.3, as limited by Section C403.5.1.

TABLE C403.3.2(1)
ELECTRICALLY OPERATED UNITARY AIR CONDITIONERS AND CONDENSING UNITS—MINIMUM EFFICIENCY REQUIREMENTS[c, d]

EQUIPMENT TYPE	SIZE CATEGORY	HEADING SECTION TYPE	SUBCATEGORY OR RATING CONDITION	MINIMUM EFFICIENCY	TEST PROCEDURE[a]
Air conditioners, air cooled	< 65,000 Btu/h[b]	All	Split system, three phase and applications outside US single phase[b]	13.0 SEER before 1/1/2023 13.4 SEER2 after 1/1/2023	AHRI 210/240—2017 before 1/1/2023 AHRI 210/240—2023 after 1/1/2023
			Single-package, three phase and applications outside US single phase[b]	14.0 SEER before 1/1/2023 13.4 SEER2 after 1/1/2023	
Space constrained, air cooled	≤ 30,000 Btu/h[b]	All	Split system, three phase and applications outside US single phase[b]	12.0 SEER before 1/1/2023 11.7 SEER2 after 1/1/2023	AHRI 210/240—2017 before 1/1/2023 AHRI 210/240—2023 after 1/1/2023
			Single package, three phase and applications outside US single phase[b]	12.0 SEER before 1/1/2023 11.7 SEER2 after 1/1/2023	
Small duct, high velocity, air cooled	< 65,000 Btu/h[b]	All	Split system, three phase and applications outside US single phase[b]	12.0 SEER before 1/1/2023 12.1 SEER2 after 1/1/2023	AHRI 210/240—2017 before 1/1/2023 AHRI 210/240—2023 after 1/1/2023
Air conditioners, air cooled	≥ 65,000 Btu/h and < 135,000 Btu/h	Electric resistance (or none)	Split system and single package	11.2 EER 12.9 IEER before 1/1/2023 14.8 IEER after 1/1/2023	AHRI 340/360
		All other		11.0 EER 12.7 IEER before 1/1/2023 14.6 IEER after 1/1/2023	
	≥ 135,000 Btu/h and < 240,000 Btu/h	Electric resistance (or none)		11.0 EER 12.4 IEER before 1/1/2023 14.2 IEER after 1/1/2023	
		All other		10.8 EER 12.2 IEER before 1/1/2023 14.0 IEER after 1/1/2023	

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TABLE C403.3.2(1)—continued
ELECTRICALLY OPERATED UNITARY AIR CONDITIONERS AND CONDENSING UNITS—MINIMUM EFFICIENCY REQUIREMENTS[c, d]

EQUIPMENT TYPE	SIZE CATEGORY	HEADING SECTION TYPE	SUBCATEGORY OR RATING CONDITION	MINIMUM EFFICIENCY	TEST PROCEDURE[a]
Air conditioners, air cooled *(continued)*	≥ 240,000 Btu/h and < 760,000 Btu/h	Electric resistance (or none)	Split system and single package	10.0 EER 11.6 IEER before 1/1/2023 13.2 IEER after 1/1/2023	AHRI 340/360
		All other		9.8 EER 11.4 IEER before 1/1/2023 13.0 IEER after 1/1/2023	
	≥ 760,000 Btu/h	Electric resistance (or none)		9.7 EER 11.2 IEER before 1/1/2023 12.5 IEER after 1/1/2023	
		All other		9.5 EER 11.0 IEER before 1/1/2023 12.3 IEER after 1/1/2023	
Air conditioners, water cooled	< 65,000 Btu/h	All	Split system and single package	12.1 EER 12.3 IEER	AHRI 210/240
	≥ 65,000 Btu/h and < 135,000 Btu/h	Electric resistance (or none)		12.1 EER 13.9 IEER	AHRI 340/360
		All other		11.9 EER 13.7 IEER	
	≥ 135,000 Btu/h and < 240,000 Btu/h	Electric resistance (or none)		12.5 EER 13.9 IEER	
		All other		12.3 EER 13.7 IEER	
	≥ 240,000 Btu/h and < 760,000 Btu/h	Electric resistance (or none)		12.4 EER 13.6 IEER	
		All other		12.2 EER 13.4 IEER	
	≥ 760,000 Btu/h	Electric resistance (or none)		12.2 EER 13.5 IEER	
		All other		12.0 EER 13.3 IEER	

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TABLE C403.3.2(1)—continued
ELECTRICALLY OPERATED UNITARY AIR CONDITIONERS AND CONDENSING UNITS—MINIMUM EFFICIENCY REQUIREMENTS[c, d]

EQUIPMENT TYPE	SIZE CATEGORY	HEADING SECTION TYPE	SUBCATEGORY OR RATING CONDITION	MINIMUM EFFICIENCY	TEST PROCEDURE[a]
Air conditioners, evaporatively cooled	< 65,000 Btu/h[b]	All	Split system and single package	12.1 EER 12.3 IEER	AHRI 210/240
	≥ 65,000 Btu/h and < 135,000 Btu/h	Electric resistance (or none)		12.1 EER 12.3 IEER	AHRI 340/360
		All other		11.9 EER 12.1 IEER	
	≥ 135,000 Btu/h and < 240,000 Btu/h	Electric resistance (or none)		12.0 EER 12.2 IEER	
		All other		11.8 EER 12.0 IEER	
	≥ 240,000 Btu/h and < 760,000 Btu/h	Electric resistance (or none)		11.9 EER 12.1 IEER	
		All other		11.7 EER 11.9 IEER	
	≥ 760,000 Btu/h	Electric resistance (or none)		11.7 EER 11.9 IEER	
		All other		11.5 EER 11.7 IEER	
Condensing units, air cooled	≥ 135,000 Btu/h	—	—	10.5 EER 11.8 IEER	AHRI 365
Condensing units, water cooled	≥ 135,000 Btu/h	—	—	13.5 EER 14.0 IEER	AHRI 365
Condensing units, evaporatively cooled	≥ 135,000 Btu/h	—	—	13.5 EER 14.0 IEER	AHRI 365

For SI: 1 British thermal unit per hour = 0.2931 W.

a. Chapter 6 contains a complete specification of the referenced standards, which include test procedures, including the reference year version of the test procedure.

b. Single-phase, US air-cooled air conditioners less than 65,000 Btu/h are regulated as consumer products by the US Department of Energy Code of Federal Regulations DOE 10 CFR 430. SEER and SEER2 values for single-phase products are set by the US Department of Energy.

c. DOE 10 CFR 430 Subpart B Appendix M1 includes the test procedure updates effective 1/1/2023 that will be incorporated in AHRI 210/240—2023.

d. This table is a replica of ASHRAE 90.1 Table 6.8.1-1 Electrically Operated Unitary Air Conditioners and Condensing Units—Minimum Efficiency Requirements.

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TABLE C403.3.2(2)
ELECTRICALLY OPERATED AIR-COOLED UNITARY HEAT PUMPS—MINIMUM EFFICIENCY REQUIREMENTS[c, d]

EQUIPMENT TYPE	SIZE CATEGORY	HEADING SECTION TYPE	SUBCATEGORY OR RATING CONDITION	MINIMUM EFFICIENCY	TEST PROCEDURE[a]
Air cooled (cooling mode)	< 66,000 Btu/h	All	Split system, three phase and applications outside US single phase[b]	14.0 SEER before 1/1/2023 14.3 SEER2 after 1/1/2023	AHRI 210/240—2017 before 1/1/2023 AHRI 210/240—2023 after 1/1/2023
			Single package, three phase and applications outside US single phase[b]	14.0 SEER before 1/1/2023 13.4 SEER2 after 1/1/2023	
Space constrained, air cooled (cooling mode)	≤ 30,000 Btu/h	All	Split system, three phase and applications outside US single phase[b]	12.0 SEER before 1/1/2023 11.7 SEER2 after 1/1/2023	AHRI 210/240—2017 before 1/1/2023 AHRI 210/240—2023 after 1/1/2023
			Single package, three phase and applications outside US single phase[b]	12.0 SEER before 1/1/2023 11.7 SEER2 after 1/1/2023	
Single duct, high velocity, air cooled (cooling mode)	< 65,000	All	Split system, three phase and applications outside US single phase[b]	12.0 SEER before 1/1/2023 12.0 SEER2 after 1/1/2023	AHRI 210/240—2017 before 1/1/2023 AHRI 210/240—2023 after 1/1/2023
Air cooled (cooling mode)	≥ 65,000 Btu/h and < 135,000 Btu/h	Electric resistance (or none)	Split system and single package	11.0 EER 12.2 IEER before 1/1/2023 14.1 IEER after 1/1/2023	AHRI 340/360
		All other		10.8 EER 12.0 IEER before 1/1/2023 13.9 IEER after 1/1/2023	
	≥ 135,000 Btu/h and < 240,000 Btu/h	Electric resistance (or none)		10.6 EER 11.6 IEER before 1/1/2023 13.5 IEER after 1/1/2023	
		All other		10.4 EER 11.4 IEER before 1/1/2023 13.3 IEER after 1/1/2023	
	≥ 240,000 Btu/h	Electric resistance (or none)		9.5 EER 10.6 IEER before 1/1/2023 12.5 IEER after 1/1/2023	
		All other		9.3 EER 10.4 IEER before 1/1/2023 12.3 IEER after 1/1/2023	
Air cooled (heating mode)	< 65,000 Btu/h	All	Split system, three phase and applications outside US single phase[b]	8.2 HSPF before 1/1/2023 7.5 HSPF2 after 1/1/2023	AHRI 210/240—2017 before 1/1/2023 AHRI 210/240—2023 after 1/1/2023
			Single package, three phase and applications outside US single phase[b]	8.0 HSPF before 1/1/2023 6.7 HSPF2 after 1/1/2023	

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TABLE C403.3.2(2)—continued
ELECTRICALLY OPERATED AIR-COOLED UNITARY HEAT PUMPS—MINIMUM EFFICIENCY REQUIREMENTS[c, d]

EQUIPMENT TYPE	SIZE CATEGORY	HEADING SECTION TYPE	SUBCATEGORY OR RATING CONDITION	MINIMUM EFFICIENCY	TEST PROCEDURE[a]
Space constrained, air cooled (heating mode)	≤ 30,000 Btu/h	All	Split system, three phase and applications outside US single phase[b]	7.4 HSPF before 1/1/2023 6.3 HSPF2 after 1/1/2023	AHRI 210/240—2017 before 1/1/2023 AHRI 210/240—2023 after 1/1/2023
			Single package, three phase and applications outside US single phase[b]	7.4 HSPF before 1/1/2023 6.3 HSPF2 after 1/1/2023	
Small duct, high velocity, air cooled (heating mode)	< 65,000 Btu/h	All	Split system, three phase and applications outside US single phase[b]	7.2 HSPF before 1/1/2023 6.1 HSPF2 after 1/1/2023	AHRI 210/240—2017 before 1/1/2023 AHRI 210/240—2023 after 1/1/2023
Air cooled (heating mode)	≥ 65,000 Btu/h and < 135,000 Btu/h (cooling capacity)	All	47°F db/43°F wb outdoor air	3.30 COP_H before 1/1/2023 3.40 COP_H after 1/1/2023	AHRI 340/360
			17°F db/15°F wb outdoor air	2.25 COP_H	
	≥ 135,000 Btu/h and < 240,000 Btu/h (cooling capacity)		47°F db/43°F wb outdoor air	3.20 COP_H before 1/1/2023 3.30 SOP_H after 1/1/2023	
			17°F db/15°F wb outdoor air	2.05 COP_H	
	≥ 240,000 Btu/h (cooling capacity)		47°F db/43°F wb outdoor air	3.20 COP_H	
			17°F db/15°F wb outdoor air	2.05 COP_H	

For SI: 1 British thermal unit per hour = 0.2931 W, °C = [(°F) – 32]/1.8, wb = wet bulb, db = dry bulb.

a. Chapter 6 contains a complete specification of the referenced standards, which include test procedures, including the reference year version of the test procedure.

b. Single-phase, US air-cooled heat pumps less than 65,000 Btu/h are regulated as consumer products by the US Department of Energy Code of Federal Regulations DOE 10 CFR 430. SEER, SEER2 and HSPF values for single-phase products are set by the US Department of Energy.

c. DOE 10 CFR 430 Subpart B Appendix M1 includes the test procedure updates effective 1/1/2023 that will be incorporated in AHRI 210/240—2023.

d. This table is a replica of ASHRAE 90.1 Table 6.8.1-2 Electrically Operated Air-Cooled Unitary Heat Pumps—Minimum Efficiency Requirements.

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TABLE C403.3.2(3)
WATER-CHILLING PACKAGES—MINIMUM EFFICIENCY REQUIREMENTS[a, b, e, f]

EQUIPMENT TYPE	SIZE CATEGORY	UNITS	PATH A	PATH B	TEST PROCEDURE[c]
Air cooled chillers	< 150 tons	EER (Btu/Wh)	≥ 10.100 FL	≥ 9.700 FL	AHRI 550/590
			≥ 13.700 IPLV.IP	≥ 15.800 IPLV.IP	
	≥ 150 tons		≥ 10.100 FL	≥ 9.700FL	
			≥ 14.000 IPLV.IP	≥ 16.100 IPLV.IP	
Air cooled without condenser, electrically operated	All capacities	EER (Btu/Wh)	Air-cooled chillers without condenser must be rated with matching condensers and comply with air-cooled chiller efficiency requirements		AHRI 550/590
Water cooled, electrically operated positive displacement	< 75 tons	kW/ton	≤ 0.750 FL	≤ 0.780 FL	AHRI 550/590
			≤ 0.600 IPLV.IP	≤ 0.500 IPLV.IP	
	≥ 75 tons and < 150 tons		≤ 0.720 FL	≤ 0.750 FL	
			≤ 0.560 IPLV.IP	≤ 0.490 IPLV.IP	
	≥ 150 tons and < 300 tons		≤ 0.660 FL	≤ 0.680 FL	
			≤ 0.540 IPLV.IP	≤ 0.440 IPLV.IP	
	≥ 300 tons and < 600 tons		≤ 0.610 FL	≤ 0.625 FL	
			≤ 0.520 IPLV.IP	≤ 0.410 IPLV.IP	
	≥ 600 tons		≤ 0.560 FL	≤ 0.585 FL	
			≤ 0.500 IPLV.IP	≤ 0.380 IPLV.IP	
Water cooled, electrically operated centrifugal	< 150 tons	kW/ton	≤ 0.610 FL	≤ 0.695 FL	AHRI 550/590
			≤ 0.550 IPLV.IP	≤ 0.440 IPLV.IP	
			≤ 0.610 FL	≤ 0.635 FL	
			≤ 0.550 IPLV.IP	≤ 0.400 IPLV.IP	
	≥ 300 tons and < 400 tons		≤ 0.560 FL	≤ 0.595 FL	
			≤ 0.520 IPLV.IP	≤ 0.390 IPLV.IP	
	≥ 400 tons and < 600 tons		≤ 0.560 FL	≤ 0.585 FL	
			≤ 0.500 IPLV.IP	≤ 0.380 IPLV.IP	
	≥ 600 tons		≤ 0.560 FL	≤ 0.585 FL	
			≤ 0.500 IPLV.IP	≤ 0.380 IPLV.IP	
Air cooled absorption, single effect	All capacities	COP (W/W)	≥ 0.600 FL	NA[d]	AHRI 560
Water cooled absorption, single effect	All capacities	COP (W/W)	≥ 0.700 FL	NA[d]	AHRI 560
Absorption double effect, indirect fired	All capacities	COP (W/W)	≥ 1.000 FL	NA[d]	AHRI 560
			≥ 0.150 IPLV.IP		
Absorption double effect, direct fired	All capacities	COP (W/W)	≥ 1.000 FL	NA[d]	AHRI 560
			≥ 1.000 IPLV		

a. Chapter 6 contains a complete specification of the referenced standards, which include test procedures, including the reference year version of the test procedure.
b. The requirements for centrifugal chillers shall be adjusted for nonstandard rating conditions per Section C403.3.2.1 and are applicable only for the range of conditions listed there. The requirements for air-cooled, water-cooled positive displacement and absorption chillers are at standard rating conditions defined in the reference test procedure.
c. Both the full-load and IPLV.IP requirements must be met or exceeded to comply with this standard. When there is a Path B, compliance can be with either Path A or Path B for any application.
d. NA means the requirements are not applicable for Path B, and only Path A can be used for compliance.
e. FL is the full-load performance requirements, and IPLV.IP is for the part-load performance requirements.
f. This table is a replica of ASHRAE 90.1 Table 6.8.1-3 Water-Chilling Packages—Minimum Efficiency Requirements.

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TABLE C403.3.2(4)
ELECTRICALLY OPERATED PACKAGED TERMINAL AIR CONDITIONERS, PACKAGED TERMINAL HEAT PUMPS, SINGLE-PACKAGE VERTICAL AIR CONDITIONERS, SINGLE-PACKAGE VERTICAL HEAT PUMPS, ROOM AIR CONDITIONERS AND ROOM AIR-CONDITIONER HEAT PUMPS—MINIMUM EFFICIENCY REQUIREMENTS[e]

EQUIPMENT TYPE	SIZE CATEGORY (INPUT)	SUBCATEGORY OR RATING CONDITION	MINIMUM EFFICIENCY[d]	TEST PROCEDURE[a]
PTAC (cooling mode) standard size	< 7,000 Btu/h	95°F db/75°F wb outdoor air[c]	11.9 EER	AHRI 310/380
	≥ 7,000 Btu/h and ≤ 15,000 Btu/h		14.0 – (0.300 × Cap/1,000) EER[d]	
	> 15,000 Btu/h		9.5 EER	
PTAC (cooling mode) nonstandard size[a]	< 7,000 Btu/h	95°F db/75°F wb outdoor air[c]	9.4 EER	AHRI 310/380
	≥ 7,000 Btu/h and ≤ 15,000 Btu/h		10.9 – (0.213 × Cap/1,000) EER[d]	
	> 15,000 Btu/h		7.7 EER	
PTHP (cooling mode) standard size	< 7,000 Btu/h	95°F db/75°F wb outdoor air[c]	11.9 EER	AHRI 310/380
	≥ 7,000 Btu/h and ≤ 15,000 Btu/h		14.0 – (0.300 × Cap/1,000) EER[d]	
	> 15,000 Btu/h		9.5 EER	
PTHP (cooling mode) nonstandard size[b]	< 7,000 Btu/h	95°F db/75°F wb outdoor air[c]	9.3 EER	AHRI 310/380
	≥ 7,000 Btu/h and ≤ 15,000 Btu/h		10.8 – (0.213 × Cap/1,000) EER[d]	
	> 15,000 Btu/h		7.6 EER	
PTHP (heating mode) standard size	< 7,000 Btu/h	47°F db/43°F wb outdoor air	3.3 COP_H	AHRI 310/380
	≥ 7,000 Btu/h and ≤ 15,000 Btu/h		3.7 – (0.052 × Cap/1,000) COP_H[d]	
	> 15,000 Btu/h		2.90 COP_H	
PTHP (heating mode) nonstandard size[b]	< 7,000 Btu/h	47°F db/43°F wb outdoor air	2.7 COP_H	AHRI 310/380
	≥ 7,000 Btu/h and ≤ 15,000 Btu/h		2.9 – (0.026 × Cap/1000) COP_H[d]	
	> 15,000 Btu/h		2.5 COP_H	
SPVAC (cooling mode) single and three phase	< 65,000 Btu/h	95°F db/75°F wb outdoor air[c]	11.0 EER	AHRI 390
	≥ 65,000 Btu/h and ≤ 135,000 Btu/h		10.0 EER	
	≥ 135,000 Btu/h and ≤ 240,000 Btu/h		10.0 EER	
SPVHP (cooling mode)	< 65,000 Btu/h	95°F db/75°F wb outdoor air[c]	11.0 EER	AHRI 390
	≥ 65,000 Btu/h and ≤ 135,000 Btu/h		10.0 EER	
	≥ 135,000 Btu/h and ≤ 240,000 Btu/h		10.1 EER	
SPVHP (heating mode)	< 65,000 Btu/h	47°F db/43°F wb outdoor air	3.3 COP_H	AHRI 390
	≥ 65,000 Btu/h and ≤ 135,000 Btu/h		3.0 COP_H	
	≥ 135,000 Btu/h and ≤ 240,000 Btu/h		3.0 COP_H	

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TABLE C403.3.2(4)—continued
ELECTRICALLY OPERATED PACKAGED TERMINAL AIR CONDITIONERS, PACKAGED TERMINAL HEAT PUMPS, SINGLE-PACKAGE VERTICAL AIR CONDITIONERS, SINGLE-PACKAGE VERTICAL HEAT PUMPS, ROOM AIR CONDITIONERS AND ROOM AIR-CONDITIONER HEAT PUMPS—MINIMUM EFFICIENCY REQUIREMENTS[e]

EQUIPMENT TYPE	SIZE CATEGORY (INPUT)	SUBCATEGORY OR RATING CONDITION	MINIMUM EFFICIENCY[d]	TEST PROCEDURE[a]
Room air conditioners without reverse cycle with louvered sides for applications outside US	< 6,000 Btu/h	—	11.0 CEER	ANSI/AHAM RAC-1
	≥ 6,000 Btu/h and < 8,000 Btu/h	—	11.0 CEER	
	≥ 8,000 Btu/h and < 14,000 Btu/h	—	10.9 CEER	
	≥ 14,000 Btu/h and < 20,000 Btu/h	—	10.7 CEER	
	≥ 20,000 Btu/h and < 28,000 Btu/h	—	9.4 CEER	
	≥ 28,000 Btu/h	—	9.0 CEER	
Room air conditioners without louvered sides	< 6,000 Btu/h	—	10.0 CEER	ANSI/AHAM RAC-1
	≥ 6,000 Btu/h and < 8,000 Btu/h	—	10.0 CEER	
	≥ 8,000 Btu/h and < 11,000 Btu/h	—	9.6 CEER	
	≥ 11,000 Btu/h and < 14,000 Btu/h	—	9.5 CEER	
	≥ 14,000 Btu/h and < 20,000 Btu/h	—	9.3 CEER	
	≥ 20,000 Btu/h	—	9.4 CEER	
Room air conditioners with reverse cycle, with louvered sides for applications outside US	< 20,000 Btu/h	—	9.8 CEER	ANSI/AHAM RAC-1
	≥ 20,000 Btu/h	—	9.3 CEER	
Room air conditioners with reverse cycle without louvered sides for applications outside US	< 14,000 Btu/h	—	9.3 CEER	ANSI/AHAM RAC-1
	≥ 14,000 Btu/h	—	8.7 CEER	
Room air conditioners, casement only for applications outside US	All	—	9.5 CEER	ANSI/AHAM RAC-1
Room air conditioners, casement slider for applications outside US	All	—	10.4 CEER	ANSI/AHAM RAC-1

For SI: 1 British thermal unit per hour = 0.2931 W, °C = [(°F) – 32]/1.8, wb = wet bulb, db = dry bulb.

"Cap" = The rated cooling capacity of the project in Btu/h. Where the unit's capacity is less than 7,000 Btu/h, use 7,000 Btu/h in the calculation. Where the unit's capacity is greater than 15,000 Btu/h, use 15,000 Btu/h in the calculations.

a. Chapter 6 contains a complete specification of the referenced standards, which include test procedures, including the reference year version of the test procedure.

b. Nonstandard size units must be factory labeled as follows: "MANUFACTURED FOR NONSTANDARD SIZE APPLICATIONS ONLY; NOT TO BE INSTALLED IN NEW STANDARD PROJECTS." Nonstandard size efficiencies apply only to units being installed in existing sleeves having an external wall opening of less than 16 inches (406 mm) high or less than 42 inches (1067 mm) wide and having a cross-sectional area less than 670 square inches (0.43 m^2).

c. The cooling-mode wet bulb temperature requirement only applies for units that reject condensate to the condenser coil.

d. "Cap" in EER and COPH equations for PTACs and PTHPs means cooling capacity in Btu/h at 95°F outdoor dry-bulb temperature.

e. This table is a replica of ASHRAE 90.1 Table 6.8.1-4 Electrically Operated Packaged Terminal Air Conditioners, Packaged Terminal Heat Pumps, Single-Package Vertical Air Conditioners, Single-Package Vertical Heat Pumps, Room Air Conditioners, and Room Air-Conditioner Heat Pumps—Minimum Efficiency Requirements.

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TABLE C403.3.2(5)
WARM-AIR FURNACES AND COMBINATION WARM-AIR FURNACES/AIR-CONDITIONING UNITS, WARM-AIR DUCT FURNACES AND UNIT HEATERS—MINIMUM EFFICIENCY REQUIREMENTS[g]

EQUIPMENT TYPE	SIZE CATEGORY (INPUT)	SUBCATEGORY OR RATING CONDITION	MINIMUM EFFICIENCY	TEST PROCEDURE[a]
Warm-air furnace, gas fired for application outside the US	< 225,000 Btu/h	Maximum capacity[c]	80% AFUE (nonweatherized) or 81% AFUE (weatherized) or 80% E_t[b, d]	DOE 10 CFR 430 Appendix N or Section 2.39, Thermal Efficiency, ANSI Z21.47
Warm-air furnace, gas fired	< 225,000 Btu/h	Maximum capacity[c]	80% E_t[b, d] before 1/1/2023 81% E_t[d] after 1/1/2023	Section 2.39, Thermal Efficiency, ANSI Z21.47
Warm-air furnace, oil fired for application outside the US	< 225,000 Btu/h	Maximum capacity[c]	83% AFUE (nonweatherized) or 78% AFUE (weatherized) or 80% E_t[b, d]	DOE 10 CFR 430 Appendix N or Section 42, Combustion, UL 727
Warm-air furnace, oil fired	< 225,000 Btu/h	Maximum capacity[c]	80% E_t before 1/1/2023 82% E_t[d] after 1/1/2023	Section 42, Combustion, UL 727
Electric furnaces for applications outside the US	< 225,000 Btu/h	All	96% AFUE	DOE 10 CFR 430 Appendix N
Warm-air duct furnaces, gas fired	All capacities	Maximum capacity[c]	80% E_c[e]	Section 2.10, Efficiency, ANSI Z83.8
Warm-air unit heaters, gas fired	All capacities	Maximum capacity[c]	80% E_c[e, f]	Section 2.10, Efficiency, ANSI Z83.8
Warm-air unit heaters, oil fired	All capacities	Maximum capacity[c]	80% E_c[e, f]	Section 40, Combustion, UL 731

For SI: 1 British thermal unit per hour = 0.2931 W.

a. Chapter 6 contains a complete specification of the referenced standards, which include test procedures, including the reference year version of the test procedure.

b. Combination units (i.e., furnaces contained within the same cabinet as an air conditioner) not covered by DOE 10 CFR 430 (i.e., three-phase power or with cooling capacity greater than or equal to 65,000 Btu/h) may comply with either rating. All other units greater than 225,000 Btu/h sold in the US must meet the AFUE standards for consumer products and test using USDOE's AFUE test procedure at DOE 10 CFR 430, Subpart B, Appendix N.

c. Compliance of multiple firing rate units shall be at the maximum firing rate.

d. E_t = thermal efficiency. Units must also include an interrupted or intermittent ignition device (IID), have jacket losses not exceeding 0.75 percent of the input rating, and have either power venting or a flue damper. A vent damper is an acceptable alternative to a flue damper for those furnaces where combustion air is drawn from the conditioned space.

e. E_c = combustion efficiency (100 percent less flue losses). See test procedure for detailed discussion.

f. Units must also include an interrupted or intermittent ignition device (IID) and have either power venting or an automatic flue damper.

g. This table is a replica of ASHRAE 90.1 Table 6.8.1-5 Warm-Air Furnaces and Combination Warm-Air Furnaces/Air-Conditioning Units, Warm-Air Duct Furnaces, and Unit Heaters—Minimum Efficiency Requirements.

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TABLE C403.3.2(6)
GAS- AND OIL-FIRED BOILERS—MINIMUM EFFICIENCY REQUIREMENTS[i]

EQUIPMENT TYPE[b]	SUBCATEGORY OR RATING CONDITION	SIZE CATEGORY (INPUT)	MINIMUM EFFICIENCY	EFFICIENCY AS OF 3/2/2022	TEST PROCEDURE[a]
Boilers, hot water	Gas fired	< 300,000 Btu/h[g, h] for applications outside US	82% AFUE	82% AFUE	DOE 10 CFR 430 Appendix N
		≥ 300,000 Btu/h and ≤ 2,500,000 Btu/h[e]	80% E_t[d]	80% E_t[d]	DOE 10 CFR 431.86
		> 2,500,000 Btu/h[b]	82% E_c[c]	82% E_c[c]	
	Oil fired[f]	< 300,000 Btu/h[g,h] for applications outside US	84% AFUE	84% AFUE	DOE 10 CFR 430 Appendix N
		≥ 300,000 Btu/h and ≤ 2,500,000 Btu/h[e]	82% E_t[d]	82% E_t[d]	DOE 10 CFR 431.86
		> 2,500,000 Btu/h[b]	84% E_c[c]	84% E_c[c]	
Boilers, steam	Gas fired	< 300,000 Btu/h[g] for applications outside US	80% AFUE	80% AFUE	DOE 10 CFR 430 Appendix N
	Gas fired—all, except natural draft	≥ 300,000 Btu/h and ≤ 2,500,000 Btu/h[e]	79% E_t[d]	79% E_t[d]	DOE 10 CFR 431.86
		> 2,500,000 Btu/h[b]	79% E_t[d]	79% E_t[d]	
	Gas fired—natural draft	≥ 300,000 Btu/h and ≤ 2,500,000 Btu/h[e]	77% E_t[d]	79% E_t[d]	
		> 2,500,000 Btu/h[b]	77% E_t[d]	79% E_t[d]	
	Oil fired[f]	< 300,000 Btu/h[g] for applications outside US	82% AFUE	82% AFUE	DOE 10 CFR 430 Appendix N
		≥ 300,000 Btu/h and ≤ 2,500,000 Btu/h[e]	81% E_t[d]	81% E_t[d]	DOE 10 CFR 431.86
		> 2,500,000 Btu/h[b]	81% E_t[d]	81% E_t[d]	

For SI: 1 British thermal unit per hour = 0.2931 W.

a. Chapter 6 contains a complete specification of the referenced standards, which include test procedures, including the reference year version of the test procedure.

b. These requirements apply to boilers with rated input of 8,000,000 Btu/h or less that are not packaged boilers and to all packaged boilers. Minimum efficiency requirements for boilers cover all capacities of packaged boilers.

c. E_c = Combustion efficiency (100 percent less flue losses).

d. E_t = Thermal efficiency.

e. Maximum capacity—minimum and maximum ratings as provided for and allowed by the unit's controls.

f. Includes oil-fired (residual).

g. Boilers shall not be equipped with a constant burning pilot light.

h. A boiler not equipped with a tankless domestic water-heating coil shall be equipped with an automatic means for adjusting the temperature of the water such that an incremental change in inferred heat load produces a corresponding incremental change in the temperature of the water supplied.

i. This table is a replica of ASHRAE 90.1 Table 6.8.1-6 Gas- and Oil-Fired Boilers—Minimum Efficiency Requirements.

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TABLE C403.3.2(7)
PERFORMANCE REQUIREMENTS FOR HEAT REJECTION EQUIPMENT—MINIMUM EFFICIENCY REQUIREMENTS[i]

EQUIPMENT TYPE	TOTAL SYSTEM HEAT-REJECTION CAPACITY AT RATED CONDITIONS	SUBCATEGORY OR RATING CONDITION[h]	PERFORMANCE REQUIRED[b, c, d, f, g]	TEST PROCEDURE[a, e]
Propeller or axial fan open-circuit cooling towers	All	95°F entering water 85°F leaving water 75°F entering wb	≥ 40.2 gpm/hp	CTI ATC-105 and CTI STD-201 RS
Centrifugal fan open-circuit cooling towers	All	95°F entering water 85°F leaving water 75°F entering wb	≥ 20.0 gpm/hp	CTI ATC-105 and CTI STD-201 RS
Propeller or axial fan closed-circuit cooling towers	All	102°F entering water 90°F leaving water 75°F entering wb	≥ 16.1 gpm/hp	CTI ATC-105S and CTI STD-201 RS
Centrifugal fan closed-circuit cooling towers	All	102°F entering water 90°F leaving water 75°F entering wb	≥ 7.0 gpm/hp	CTI ATC-105S and CTI STD-201 RS
Propeller or axial fan dry coolers (air-cooled fluid coolers)	All	115°F entering water 105°F leaving water 95°F entering wb	≥ 4.5 gpm/hp	CTI ATC-105DS
Propeller or axial fan evaporative condensers	All	R-448A test fluid 165°F entering gas temperature 105°F condensing temperature 75°F entering wb	≥ 160,000 Btu/h × hp	CTI ATC-106
Propeller or axial fan evaporative condensers	All	Ammonia test fluid 140°F entering gas temperature 96.3°F condensing temperature 75°F entering wb	≥ 134,000 Btu/h × hp	CTI ATC-106
Centrifugal fan evaporative condensers	All	R-448A test fluid 165°F entering gas temperature 105°F condensing temperature 75°F entering wb	≥ 137,000 Btu/h × hp	CTI ATC-106
Centrifugal fan evaporative condensers	All	Ammonia test fluid 140°F entering gas temperature 96.3°F condensing temperature 75°F entering wb	≥ 110,000 Btu/h × hp	CTI ATC-106
Air-cooled condensers	All	125°F condensing temperature 190°F entering gas temperature 15°F subcooling 95°F entering db	≥ 176,000 Btu/h × hp	AHRI 460

For SI: °C = [(°F) – 32]/1.8, L/s × kW = (gpm/hp)/(11.83), COP = (Btu/h × hp)/(2550.7), db = dry bulb temperature, wb = wet bulb temperature.

a. Chapter 6 contains a complete specification of the referenced standards, which include test procedures, including the reference year version of the test procedure.

b. For purposes of this table, open-circuit cooling tower performance is defined as the water-flow rating of the tower at the thermal rating condition listed in the table divided by the fan motor nameplate power.

c. For purposes of this table, closed-circuit cooling tower performance is defined as the process water-flow rating of the tower at the thermal rating condition listed in the table divided by the sum of the fan motor nameplate power and the integral spray pump motor nameplate power.

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TABLE C403.3.2(7)—continued
PERFORMANCE REQUIREMENTS FOR HEAT REJECTION EQUIPMENT—MINIMUM EFFICIENCY REQUIREMENTS[i]

d. For purposes of this table, dry-cooler performance is defined as the process water-flow rating of the unit at the thermal rating condition listed in the table divided by the total fan motor nameplate power of the unit, and air-cooled condenser performance is defined as the heat rejected from the refrigerant divided by the total fan motor nameplate power of the unit.
e. The efficiencies and test procedures for both open- and closed-circuit cooling towers are not applicable to hybrid cooling towers that contain a combination of separate wet and dry heat exchange sections. The certification requirements do not apply to field-erected cooling towers.
f. All cooling towers shall comply with the minimum efficiency listed in the table for that specific type of tower with the capacity effect of any project-specific accessories and/or options included in the capacity of the cooling tower.
g. For purposes of this table, evaporative condenser performance is defined as the heat rejected at the specified rating condition in the table, divided by the sum of the fan motor nameplate power and the integral spray pump nameplate power.
h. Requirements for evaporative condensers are listed with ammonia (R-717) and R-448A as test fluids in the table. Evaporative condensers intended for use with halocarbon refrigerants other than R-448A must meet the minimum efficiency requirements listed with R-448A as the test fluid. For ammonia, the condensing temperature is defined as the saturation temperature corresponding to the refrigerant pressure at the condenser entrance. For R-448A, which is a zeotropic refrigerant, the condensing temperature is defined as the arithmetic average of the dew point and the bubble point temperatures corresponding to the refrigerant pressure at the condenser entrance.
i. This table is a replica of ASHRAE 90.1 Table 6.8.1-7 Performance Requirements for Heat Rejection Equipment—Minimum Efficiency Requirements.

TABLE C403.3.2(8)
ELECTRICALLY OPERATED VARIABLE-REFRIGERANT-FLOW AIR CONDITIONERS—MINIMUM EFFICIENCY REQUIREMENTS[b]

EQUIPMENT TYPE	SIZE CATEGORY	HEATING SECTION TYPE	SUBCATEGORY OR RATING CONDITION	MINIMUM EFFICIENCY	TEST PROCEDURE[a]
VRF air conditioners, air cooled	< 65,000 Btu/h	All	VRF multisplit system	13.0 SEER	AHRI 1230
	≥ 65,000 Btu/h and < 135,000 Btu/h	Electric resistance (or none)	VRF multisplit system	11.2 EER 13.1 IEER 15.5 IEER	
	≥ 135,000 Btu/h and < 240,000 Btu/h	Electric resistance (or none)	VRF multisplit system	11.0 EER 12.9 IEER 14.9 IEER	
	≥ 240,000 Btu/h	Electric resistance (or none)	VRF multisplit system	10.0 EER 11.6 IEER 13.9 IEER	

For SI: 1 British thermal unit per hour = 0.2931 W.
a. Chapter 6 contains a complete specification of the referenced standards, which include test procedures, including the reference year version of the test procedure.
b. This table is a replica of ASHRAE 90.1 Table 6.8.1-8 Electrically Operated Variable-Refrigerant-Flow Air Conditioners—Minimum Efficiency Requirements.

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TABLE C403.3.2(9)
ELECTRICALLY OPERATED VARIABLE-REFRIGERANT-FLOW AND APPLIED HEAT PUMPS—MINIMUM EFFICIENCY REQUIREMENTS[b]

EQUIPMENT TYPE	SIZE CATEGORY	HEATING SECTION TYPE	SUBCATEGORY OR RATING CONDITION	MINIMUM EFFICIENCY	TEST PROCEDURE[a]
VRF air cooled (cooling mode)	< 65,000 Btu/h	All	VRF multisplit system	13.0 SEER	AHRI 1230
	≥ 65,000 Btu/h and < 135,000 Btu/h	Electric resistance (or none)	VRF multisplit system	11.0 EER 12.9 IEER 14.6 IEER	
			VRF multisplit system with heat recovery	10.8 EER 12.7 IEER 14.4 IEER	
	≥ 135,000 Btu/h and < 240,000 Btu/h		VRF multisplit system	10.6 EER 12.3 IEER 13.9 IEER	
			VRF multisplit system with heat recovery	10.4 EER 12.1 IEER 13.7 IEER	
	≥ 240,000 Btu/h		VRF multisplit system	9.5 EER 11.0 IEER 12.7 IEER	
			VRF multisplit system with heat recovery	9.3 EER 10.8 IEER 12.5 IEER	
VRF water source (cooling mode)	< 65,000 Btu/h	All	VRF multisplit systems 86°F entering water	12.0 EER 16.0 IEER	AHRI 1230
			VRF multisplit systems with heat recovery 86°F entering water	11.8 EER 15.8 IEER	
	≥ 65,000 Btu/h and < 135,000 Btu/h		VRF multisplit system 86°F entering water	12.0 EER 16.0 IEER	
			VRF multisplit system with heat recovery 86°F entering water	11.8 EER 15.8 IEER	
	≥ 135,000 Btu/h and < 240,000 Btu/h		VRF multisplit system 86°F entering water	10.0 EER 14.0 IEER	
			VRF multisplit system with heat recovery 86°F entering water	9.8 EER 13.8 IEER	
	≥ 240,000 Btu/h		VRF multisplit system 86°F entering water	10.0 EER 12.0 IEER	
			VRF multisplit system with heat recovery 86°F entering water	9.8 EER 11.8 IEER	
VRF groundwater source (cooling mode)	< 135,000 Btu/h	All	VRF multisplit system 59°F entering water	16.2 EER	AHRI 1230
			VRF multisplit system with heat recovery 59°F entering water	16.0 EER	
	≥ 135,000 Btu/h		VRF multisplit system 59°F entering water	13.8 EER	
			VRF multisplit system with heat recovery 59°F entering water	13.6 EER	

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TABLE C403.3.2(9)—continued
ELECTRICALLY OPERATED VARIABLE-REFRIGERANT-FLOW AND APPLIED HEAT PUMPS—MINIMUM EFFICIENCY REQUIREMENTS[b]

EQUIPMENT TYPE	SIZE CATEGORY	HEATING SECTION TYPE	SUBCATEGORY OR RATING CONDITION	MINIMUM EFFICIENCY	TEST PROCEDURE[a]
VRF ground source (cooling mode)	< 135,000 Btu/h	All	VRF multisplit system 77°F entering water	13.4 EER	AHRI 1230
			VRF multisplit system with heat recovery 77°F entering water	13.2 EER	
	≥ 135,000 Btu/h		VRF multisplit system 77°F entering water	11.0 EER	
			VRF multisplit system with heat recovery 77°F entering water	10.8 EER	
VRF air cooled (heating mode)	< 65,000 Btu/h (cooling capacity)		VRF multisplit system	7.7 HSPF	AHRI 1230
	≥ 65,000 Btu/h and < 135,000 Btu/h (cooling capacity)		VRF multisplit system 47°F db/43°F wb outdoor air	3.3 COP_H	
			17°F db/15°F wb outdoor air	2.25 COP_H	
	≥ 135,000 Btu/h (cooling capacity)		VRF multisplit system 47°F db/43°F wb outdoor air	3.2 COP_H	
			17°F db/15°F wb outdoor air	2.05 COP_H	
VRF water source (heating mode)	< 65,000 Btu/h (cooling capacity)		VRF multisplit system 68°F entering water	4.2 COP_H 4.3 COP_H	AHRI 1230
	≥ 65,000 Btu/h and < 135,000 Btu/h (cooling capacity)		VRF multisplit system 68°F entering water	4.2 COP_H 4.3 COP_H	
	≥ 135,000 Btu/h and < 240,000 Btu/h (cooling capacity)		VRF multisplit system 68°F entering water	3.9 COP_H 4.0 COP_H	
	≥ 240,000 Btu/h (cooling capacity)		VRF multisplit system 68°F entering water	3.9 COP_H	
VRF groundwater source (heating mode)	< 135,000 Btu/h (cooling capacity)		VRF multisplit system 50°F entering water	3.6 COP_H	AHRI 1230
	≥ 135,000 Btu/h (cooling capacity)		VRF multisplit system 50°F entering water	3.3 COP_H	
VRF ground source (heating mode)	< 135,000 Btu/h (cooling capacity)		VRF multisplit system 32°F entering water	3.1 COP_H	AHRI 1230
	≥ 135,000 Btu/h (cooling capacity)		VRF multisplit system 32°F entering water	2.8 COP_H	

For SI: °C = [(°F) – 32]/1.8, 1 British thermal unit per hour = 0.2931 W, db = dry bulb temperature, wb = wet bulb temperature.

a. Chapter 6 contains a complete specification of the referenced standards, which include test procedures, including the reference year version of the test procedure.

b. This table is a replica of ASHRAE 90.1 Table 6.8.1-9 Electrically Operated Variable-Refrigerant-Flow and Applied Heat Pumps—Minimum Efficiency Requirements.

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TABLE C403.3.2(10)
FLOOR-MOUNTED AIR CONDITIONERS AND CONDENSING UNITS SERVING COMPUTER ROOMS—MINIMUM EFFICIENCY REQUIREMENTS[b]

EQUIPMENT TYPE	STANDARD MODEL	NET SENSIBLE COOLING CAPACITY	MINIMUM NET SENSIBLE COP	RATING CONDITIONS RETURN AIR (dry bulb/dew point)	TEST PROCEDURE[a]
Air cooled	Downflow	< 80,000 Btu/h	2.70	85°F/52°F (Class 2)	AHRI 1360
		≥ 80,000 Btu/h and < 295,000 Btu/h	2.58		
		≥ 295,000 Btu/h	2.36		
	Upflow—ducted	< 80,000 Btu/h	2.67		
		≥ 80,000 Btu/h and < 295,000 Btu/h	2.55		
		≥ 295,000 Btu/h	2.33		
	Upflow—nonducted	< 65,000 Btu/h	2.16	75°F/52°F (Class 1)	
		≥ 65,000 Btu/h and < 240,000 Btu/h	2.04		
		≥ 240,000 Btu/h	1.89		
	Horizontal	< 65,000 Btu/h	2.65	95°F/52°F (Class 3)	
		≥ 65,000 Btu/h and < 240,000 Btu/h	2.55		
		≥ 240,000 Btu/h	2.47		
Air cooled with fluid economizer	Downflow	< 80,000 Btu/h	2.70	85°F/52°F (Class 1)	AHRI 1360
		≥ 80,000 Btu/h and < 295,000 Btu/h	2.58		
		≥ 295,000 Btu/h	2.36		
	Upflow—ducted	< 80,000 Btu/h	2.67		
		≥ 80,000 Btu/h and < 295,000 Btu/h	2.55		
		≥ 295,000 Btu/h	2.33		
	Upflow—nonducted	< 65,000 Btu/h	2.09	75°F/52°F (Class 1)	
		≥ 65,000 Btu/h and < 240,000 Btu/h	1.99		
		≥ 240,000 Btu/h	1.81		
	Horizontal	< 65,000 Btu/h	2.65	95°F/52°F (Class 3)	
		≥ 65,000 Btu/h and < 240,000 Btu/h	2.55		
		≥ 240,000 Btu/h	2.47		
Water cooled	Downflow	< 80,000 Btu/h	2.82	85°F/52°F (Class 1)	AHRI 1360
		≥ 80,000 Btu/h and < 295,000 Btu/h	2.73		
		≥ 295,000 Btu/h	2.67		
	Upflow—ducted	< 80,000 Btu/h	2.79		
		≥ 80,000 Btu/h and < 295,000 Btu/h	2.70		
		≥ 295,000 Btu/h	2.64		
	Upflow—nonducted	< 65,000 Btu/h	2.43	75°F/52°F (Class 1)	
		≥ 65,000 Btu/h and < 240,000 Btu/h	2.32		
		≥ 240,000 Btu/h	2.20		
	Horizontal	< 65,000 Btu/h	2.79	95°F/52°F (Class 3)	
		≥ 65,000 Btu/h and < 240,000 Btu/h	2.68		
		≥ 240,000 Btu/h	2.60		

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TABLE C403.3.2(10)—continued
FLOOR-MOUNTED AIR CONDITIONERS AND CONDENSING UNITS SERVING COMPUTER ROOMS—MINIMUM EFFICIENCY REQUIREMENTS[b]

EQUIPMENT TYPE	STANDARD MODEL	NET SENSIBLE COOLING CAPACITY	MINIMUM NET SENSIBLE COP	RATING CONDITIONS RETURN AIR (dry bulb/dew point)	TEST PROCEDURE[a]
Water cooled with fluid economizer	Downflow	< 80,000 Btu/h	2.77	85°F/52°F (Class 1)	AHRI 1360
		≥ 80,000 Btu/h and < 295,000 Btu/h	2.68		
		≥ 295,000 Btu/h	2.61		
	Upflow—ducted	< 80,000 Btu/h	2.74		
		≥ 80,000 Btu/h and < 295,000 Btu/h	2.65		
		≥ 295,000 Btu/h	2.58		
	Upflow—nonducted	< 65,000 Btu/h	2.35	75°F/52°F (Class 1)	
		≥ 65,000 Btu/h and < 240,000 Btu/h	2.24		
		≥ 240,000 Btu/h	2.12		
	Horizontal	< 65,000 Btu/h	2.71	95°F/52°F (Class 3)	
		≥ 65,000 Btu/h and < 240,000 Btu/h	2.60		
		≥ 240,000 Btu/h	2.54		
Glycol cooled	Downflow	< 80,000 Btu/h	2.56	85°F/52°F (Class 1)	AHRI 1360
		≥ 80,000 Btu/h and < 295,000 Btu/h	2.24		
		≥ 295,000 Btu/h	2.21		
	Upflow—ducted	< 80,000 Btu/h	2.53		
		≥ 80,000 Btu/h and < 295,000 Btu/h	2.21		
		≥ 295,000 Btu/h	2.18		
	Upflow, nonducted	< 65,000 Btu/h	2.08	75°F/52°F (Class 1)	
		≥ 65,000 Btu/h and < 240,000 Btu/h	1.90		
		≥ 240,000 Btu/h	1.81		
	Horizontal	< 65,000 Btu/h	2.48	95°F/52°F (Class 3)	
		≥ 65,000 Btu/h and < 240,000 Btu/h	2.18		
		≥ 240,000 Btu/h	2.18		
Glycol cooled with fluid economizer	Downflow	< 80,000 Btu/h	2.51	85°F/52°F (Class 1)	AHRI 1360
		≥ 80,000 Btu/h and < 295,000 Btu/h	2.19		
		≥ 295,000 Btu/h	2.15		
	Upflow—ducted	< 80,000 Btu/h	2.48		
		≥ 80,000 Btu/h and < 295,000 Btu/h	2.16		
		≥ 295,000 Btu/h	2.12		
	Upflow—nonducted	< 65,000 Btu/h	2.00	75°F/52°F (Class 1)	
		≥ 65,000 Btu/h and < 240,000 Btu/h	1.82		
		≥ 240,000 Btu/h	1.73		
	Horizontal	< 65,000 Btu/h	2.44	95°F/52°F (Class 3)	
		≥ 65,000 Btu/h and < 240,000 Btu/h	2.10		
		≥ 240,000 Btu/h	2.10		

For SI: 1 British thermal unit per hour = 0.2931 W, °C = [(°F) – 32]/1.8, COP = (Btu/h × hp)/(2,550.7).

a. Chapter 6 contains a complete specification of the referenced standards, which include test procedures, including the reference year version of the test procedure.

b. This table is a replica of ASHRAE 90.1 Table 6.8.1-10 Floor-Mounted Air Conditioners and Condensing Units Serving Computer Rooms—Minimum Efficiency Requirements.

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TABLE C403.3.2(11)
VAPOR-COMPRESSION-BASED INDOOR POOL DEHUMIDIFIERS—MINIMUM EFFICIENCY REQUIREMENTS[b]

EQUIPMENT TYPE	SUBCATEGORY OR RATING CONDITION	MINIMUM EFFICIENCY	TEST PROCEDURE[a]
Single package indoor (with or without economizer)	Rating Conditions: A or C	3.5 MRE	AHRI 910
Single package indoor water cooled (with or without economizer)	Rating Conditions: A, B or C	3.5 MRE	
Single package indoor air cooled (with or without economizer)	Rating Conditions: A, B or C	3.5 MRE	
Split system indoor air cooled (with or without economizer)	Rating Conditions: A, B or C	3.5 MRE	

a. Chapter 6 contains a complete specification of the referenced standards, which include test procedures, including the reference year version of the test procedure.
b. This table is a replica of ASHRAE 90.1 Table 6.8.1-12 Vapor-Compression-Based Indoor Pool Dehumidifiers—Minimum Efficiency Requirements.

TABLE C403.3.2(12)
ELECTRICALLY OPERATED DX-DOAS UNITS, SINGLE-PACKAGE AND REMOTE CONDENSER, WITHOUT ENERGY RECOVERY—MINIMUM EFFICIENCY REQUIREMENTS[b]

EQUIPMENT TYPE	SUBCATEGORY OR RATING CONDITION	MINIMUM EFFICIENCY	TEST PROCEDURE[a]
Air cooled (dehumidification mode)	—	4.0 ISMRE	AHRI 920
Air-source heat pumps (dehumidification mode)	—	4.0 ISMRE	AHRI 920
Water cooled (dehumidification mode)	Cooling tower condenser water	4.9 ISMRE	AHRI 920
	Chilled water	6.0 ISMRE	
Air-source heat pump (heating mode)	—	2.7 ISCOP	AHRI 920
Water-source heat pump (dehumidification mode)	Ground source, closed loop	4.8 ISMRE	AHRI 920
	Ground-water source	5.0 ISMRE	
	Water source	4.0 ISMRE	
Water-source heat pump (heating mode)	Ground source, closed loop	2.0 ISCOP	AHRI 920
	Ground-water source	3.2 ISCOP	
	Water source	3.5 ISCOP	

a. Chapter 6 contains a complete specification of the referenced standards, which include test procedures, including the reference year version of the test procedure.
b. This table is a replica of ASHRAE 90.1 Table 6.8.1-13 Electrically Operated DX-DOAS Units, Single-Package and Remote Condenser, without Energy Recovery—Minimum Efficiency Requirements.

TABLE C403.3.2(13)
ELECTRICALLY OPERATED DX-DOAS UNITS, SINGLE-PACKAGE AND REMOTE CONDENSER, WITH ENERGY RECOVERY—MINIMUM EFFICIENCY REQUIREMENTS[b]

EQUIPMENT TYPE	SUBCATEGORY OR RATING CONDITION	MINIMUM EFFICIENCY	TEST PROCEDURE[a]
Air cooled (dehumidification mode)	—	5.2 ISMRE	AHRI 920
Air-source heat pumps (dehumidification mode)	—	5.2 ISMRE	AHRI 920
Water cooled (dehumidification mode)	Cooling tower condenser water	5.3 ISMRE	AHRI 920
	Chilled water	6.6 ISMRE	
Air-source heat pump (heating mode)	—	3.3 ISCOP	AHRI 920
Water-source heat pump (dehumidification mode)	Ground source, closed loop	5.2 ISMRE	AHRI 920
	Ground-water source	5.8 ISMRE	
	Water source	4.8 ISMRE	
Water-source heat pump (heating mode)	Ground source, closed loop	3.8 ISCOP	AHRI 920
	Ground-water source	4.0 ISCOP	
	Water source	4.8 ISCOP	

a. Chapter 6 contains a complete specification of the referenced standards, which include test procedures, including the reference year version of the test procedure.
b. This table is a replica of ASHRAE 90.1 Table 6.8.1-14 Electrically Operated DX-DOAS Units, Single-Package and Remote Condenser, with Energy Recovery—Minimum Efficiency Requirements.

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TABLE C403.3.2(14)
ELECTRICALLY OPERATED WATER-SOURCE HEAT PUMPS—MINIMUM EFFICIENCY REQUIREMENTS[c]

EQUIPMENT TYPE	SIZE CATEGORY[b]	HEATING SECTION TYPE	SUBCATEGORY OR RATING CONDITION	MINIMUM EFFICIENCY	TEST PROCEDURE[a]
Water-to-air, water loop (cooling mode)	< 17,000 Btu/h	All	86°F entering water	12.2 EER	ISO 13256-1
	≥ 17,000 Btu/h and < 65,000 Btu/h			13.0 EER	
	≥ 65,000 Btu/h and < 135,000 Btu/h			13.0 EER	
Water-to-air, ground water (cooling mode)	< 135,000 Btu/h	All	59°F entering water	18.0 EER	ISO 13256-1
Brine-to-air, ground loop (cooling mode)	< 135,000 Btu/h	All	77°F entering water	14.1 EER	ISO 13256-1
Water-to-water, water loop (cooling mode)	< 135,000 Btu/h	All	86°F entering water	10.6 EER	ISO 13256-2
Water-to-water, ground water (cooling mode)	< 135,000 Btu/h	All	59°F entering water	16.3 EER	ISO 13256-2
Brine-to-water, ground loop (cooling mode)	< 135,000 Btu/h	All	77°F entering water	12.1 EER	ISO 13256-2
Water-to-water, water loop (heating mode)	< 135,000 Btu/h (cooling capacity)	—	68°F entering water	4.3 COP_H	ISO 13256-1
Water-to-air, ground water (heating mode)	< 135,000 Btu/h (cooling capacity)	—	50°F entering water	3.7 COP_H	ISO 13256-1
Brine-to-air, ground loop (heating mode)	< 135,000 Btu/h (cooling capacity)	—	32°F entering water	3.2 COP_H	ISO 13256-1
Water-to-water, water loop (heating mode)	< 135,000 Btu/h (cooling capacity)	—	68°F entering water	3.7 COP_H	ISO 13256-1
Water-to-water, ground water (heating mode)	< 135,000 Btu/h (cooling capacity)	—	50°F entering water	3.1 COP_H	ISO 13256-2
Brine-to-water, ground loop (heating mode)	< 135,000 Btu/h (cooling capacity)	—	32°F entering water	2.5 COP_H	ISO 13256-2

For SI: 1 British thermal unit per hour = 0.2931 W, °C = [(°F) – 32]/1.8.

a. Chapter 6 contains a complete specification of the referenced standards, which include test procedures, including the reference year version of the test procedure.

b. Single-phase, US air-cooled heat pumps less than 19 kW are regulated as consumer products by DOE 10 CFR 430. SCOPC, SCOP2C, SCOPH and SCOP2H values for single-phase products are set by the USDOE.

c. This table is a replica of ASHRAE 90.1 Table 6.8.1-15 Electrically Operated Water-Source Heat Pumps—Minimum Efficiency Requirements.

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TABLE C403.3.2(15)
HEAT-PUMP AND HEAT RECOVERY CHILLER PACKAGES—MINIMUM EFFICIENCY REQUIREMENTS[g]

HEATING OPERATION													
EQUIPMENT TYPE	SIZE CATEGORY, ton_R	COOLING-ONLY OPERATION COOLING EFFICIENCY[c] AIR-SOURCE EER (FL/IPLV), Btu/W × h WATER-SOURCE POWER INPUT PER CAPACITY (FL/IPLV), kW/ton_R		HEATING SOURCE CONDITIONS (entering/ leaving water) OR OAT (db/wb), °F	HEAT-PUMP HEATING FULL-LOAD EFFICIENCY (COP_H)[b], W/W				HEAT RECOVERY CHILLER FULL-LOAD EFFICIENCY (COP_{HR})[c,d], W/W SIMULTANEOUS COOLING AND HEATING FULL-LOAD EFFICIENCY (COP_{SHC})[c], W/W				Test Procedure[a]
					Leaving Heating Water Temperature				Leaving Heating Water Temperature				
					Low	Medium	High	Boost	Low	Medium	High	Boost	
		Path A	Path B		105°F	120°F	140°F	140°F	105°F	120°F	140°F	140°F	
Air source	All sizes	≥ 9.595 FL ≥ 13.02 IPLV.IP	≥ 9.215 FL ≥ 15.01 IPLV.IP	47 db 43 wb[e]	≥ 3.290	≥ 2.770	≥ 2.310	NA	NA	NA	NA	NA	AHRI 550/590
		≥ 9.595 FL ≥ 13.30 IPLV.IP	≥ 9.215 FL ≥ 15.30 IPLV.IP	17 db 15 wb[e]	≥ 2.230	≥ 1.950	≥ 1.630	NA	NA	NA	NA	NA	
Water-source electrically operated positive displacement	< 75	≤ 0.7885 FL ≤ 0.6316 IPLV.IP	≤ 0.7875 FL ≤ 0.5145 IPLV.IP	54/44[f]	≥ 4.640	≥ 3.680	≥ 2.680	NA	≥ 8.330	≥ 6.410	≥ 4.420	NA	AHRI 550/590
				75/65[f]	NA	NA	NA	≥ 3.550	NA	NA	NA	6.150	
	≥ 75 and < 150	≤ 0.7579 FL ≤ 0.5895 IPLV.IP	≤ 0.7140 FL ≤ 0.4620 IPLV.IP	54/44[f]	≥ 4.640	≥ 3.680	≥ 2.680	NA	≥ 8.330	≥ 6.410	≥ 4.420	NA	
				75/65[f]	NA	NA	NA	≥ 3.550	NA	NA	NA	6.150	
	≥ 150 and < 300	≤ 0.6947 FL ≤ 0.5684 IPLV.IP	≤ 0.7140 FL ≤ 0.4620 IPLV.IP	54/44[f]	≥ 4.640	≥ 3.680	≥ 2.680	NA	≥ 8.330	≥ 6.410	≥ 4.420	NA	
				75/65[f]	NA	NA	NA	≥ 3.550	NA	NA	NA	6.150	
	≥ 300 and < 600	≤ 0.6421 FL ≤ 0.5474 IPLV.IP	≤ 0.6563 FL ≤ 0.4305 IPLV.IP	54/44[f]	≥ 4.930	≥ 3.960	≥ 2.970	NA	≥ 8.900	≥ 6.980	≥ 5.000	NA	
				75/65[f]	NA	NA	NA	≥ 3.900	NA	NA	NA	6.850	
	≥ 600	≤ 0.5895 FL ≤ 0.5263 IPLV.IP	≤ 0.6143 FL ≤ 0.3990 IPLV.IP	54/44[f]	≥ 4.930	≥ 3.960	≥ 2.970	NA	≥ 8.900	≥ 6.980	≥ 5.000	NA	
				75/65[f]	NA	NA	NA	≥ 3.900	NA	NA	NA	6.850	
Water-source electrically operated centrifugal	< 75	≤ 0.6421 FL ≤ 0.5789 IPLV.IP	≤ 0.7316 FL ≤ 0.4632 IPLV.IP	54/44[f]	≥ 4.640	≥ 3.680	≥ 2.680	NA	≥ 8.330	≥ 6.410	≥ 4.420	NA	AHRI 550/590
				75/65[f]	NA	NA	NA	≥ 3.550	NA	NA	NA	≥ 6.150	
	≥ 75 and < 150	≤ 0.5895 FL ≤ 0.5474 IPLV.IP	≤ 0.6684 FL ≤ 0.4211 IPLV.IP	54/44[f]	≥ 4.640	≥ 3.680	≥ 2.680	NA	≥ 8.330	≥ 6.410	≥ 4.420	NA	
				75/65[f]	NA	NA	NA	≥ 3.550	NA	NA	NA	≥ 6.150	
	≥ 150 and < 300	≤ 0.5895 FL ≤ 0.5263 IPLV.IP	≤ 0.6263 FL ≤ 0.4105 IPLV.IP	54/44[f]	≥ 4.640	≥ 3.680	≥ 2.680	NA	≥ 8.330	≥ 6.410	≥ 4.420	NA	
				75/65[f]	NA	NA	NA	≥ 3.550	NA	NA	NA	≥ 6.150	
	≥ 300 and < 600	≤ 0.5895 FL ≤ 0.5263 IPLV.IP	≤ 0.6158 FL ≤ 0.4000 IPLV.IP	54/44[f]	≥ 4.930	≥ 3.960	≥ 2.970	NA	≥ 8.900	≥ 6.980	≥ 5.000	NA	
				75/65[f]	NA	NA	NA	≥ 3.900	NA	NA	NA	≥ 6.850	
	≥ 600	≤ 0.5895 FL ≤ 0.5263 IPLV.IP	≤ 0.6158 FL ≤ 0.4000 IPLV.IP	54/44[f]	≥ 4.930	≥ 3.960	≥ 2.970	NA	≥ 8.900	≥ 6.980	≥ 5.000	NA	
				75/65[f]	NA	NA	NA	≥ 3.900	NA	NA	NA	≥ 6.850	

For SI: °C = [(°F) – 32]/1.8.

a. Chapter 6 contains a complete specification of the referenced standards, which include test procedures, including the reference year version of the test procedure.

b. Cooling-only rating conditions are standard rating conditions defined in AHRI 550/590, Table 1.

c. Heating full-load rating conditions are at rating conditions defined in AHRI 550/590, Table 1.

d. For water-cooled heat recovery chillers that have capabilities for heat rejection to a heat recovery condenser and a tower condenser, the COP_{HR} applies to operation at full load with 100 percent heat recovery (no tower rejection). Units that only have capabilities for partial heat recovery shall meet the requirements of Table C403.3.2(3).

e. Outdoor air entering dry-bulb (db) temperature and wet-bulb (wb) temperature.

f. Source-water entering and leaving water temperature.

g. This table is a replica of ASHRAE 90.1 Table 6.8.1-16 Heat-Pump and Heat Recovery Chiller Packages—Minimum Efficiency Requirements.

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TABLE C403.3.2(16)
CEILING-MOUNTED COMPUTER-ROOM AIR CONDITIONERS—MINIMUM EFFICIENCY REQUIREMENTS[b]

EQUIPMENT TYPE	STANDARD MODEL	NET SENSIBLE COOLING CAPACITY	MINIMUM NET SENSIBLE COP	RATING CONDITIONS RETURN AIR (dry bulb/dew point)	TEST PROCEDURE[a]
Air cooled with free air discharge condenser	Ducted	< 29,000 Btu/h	2.05	75°F/52°F (Class 1)	AHRI 1360
		≥ 29,000 Btu/h and < 65,000 Btu/h	2.02		
		≥ 65,000 Btu/h	1.92		
	Nonducted	< 29,000 Btu/h	2.08		
		≥ 29,000 Btu/h and < 65,000 Btu/h	2.05		
		≥ 65,000 Btu/h	1.94		
Air cooled with free air discharge condenser with fluid economizer	Ducted	< 29,000 Btu/h	2.01	75°F/52°F (Class 1)	AHRI 1360
		≥ 29,000 Btu/h and < 65,000 Btu/h	1.97		
		≥ 65,000 Btu/h	1.87		
	Nonducted	< 29,000 Btu/h	2.04		
		≥ 29,000 Btu/h and < 65,000 Btu/h	2.00		
		≥ 65,000 Btu/h	1.89		
Air cooled with ducted condenser	Ducted	< 29,000 Btu/h	1.86	75°F/52°F (Class 1)	AHRI 1360
		≥ 29,000 Btu/h and < 65,000 Btu/h	1.83		
		≥ 65,000 Btu/h	1.73		
	Nonducted	< 29,000 Btu/h	1.89		
		≥ 29,000 Btu/h and < 65,000 Btu/h	1.86		
		≥ 65,000 Btu/h	1.75		
Air cooled with fluid economizer and ducted condenser	Ducted	< 29,000 Btu/h	1.82	75°F/52°F (Class 1)	AHRI 1360
		≥ 29,000 Btu/h and < 65,000 Btu/h	1.78		
		≥ 65,000 Btu/h	1.68		
	Nonducted	< 29,000 Btu/h	1.85		
		≥ 29,000 Btu/h and < 65,000 Btu/h	1.81		
		≥ 65,000 Btu/h	1.70		
Water cooled	Ducted	< 29,000 Btu/h	2.38	75°F/52°F (Class 1)	AHRI 1360
		≥ 29,000 Btu/h and < 65,000 Btu/h	2.28		
		≥ 65,000 Btu/h	2.18		
	Nonducted	< 29,000 Btu/h	2.41		
		≥ 29,000 Btu/h and < 65,000 Btu/h	2.31		
		≥ 65,000 Btu/h	2.20		

(continued)

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TABLE C403.3.2(16)—continued
CEILING-MOUNTED COMPUTER-ROOM AIR CONDITIONERS—MINIMUM EFFICIENCY REQUIREMENTS[b]

EQUIPMENT TYPE	STANDARD MODEL	NET SENSIBLE COOLING CAPACITY	MINIMUM NET SENSIBLE COP	RATING CONDITIONS RETURN AIR (dry bulb/dew point)	TEST PROCEDURE[a]
Water cooled with fluid economizer	Ducted	< 29,000 Btu/h	2.33	75°F/52°F (Class 1)	AHRI 1360
		≥ 29,000 Btu/h and < 65,000 Btu/h	2.23		
		≥ 65,000 Btu/h	2.13		
	Nonducted	< 29,000 Btu/h	2.36		
		≥ 29,000 Btu/h and < 65,000 Btu/h	2.26		
		≥ 65,000 Btu/h	2.16		
Glycol cooled	Ducted	< 29,000 Btu/h	1.97	75°F/52°F (Class 1)	AHRI 1360
		≥ 29,000 Btu/h and < 65,000 Btu/h	1.93		
		≥ 65,000 Btu/h	1.78		
	Nonducted	< 29,000 Btu/h	2.00		
		≥ 29,000 Btu/h and < 65,000 Btu/h	1.98		
		≥ 65,000 Btu/h	1.81		
Glycol cooled with fluid economizer	Ducted	< 29,000 Btu/h	1.92	75°F/52°F (Class 1)	AHRI 1360
		≥ 29,000 Btu/h and < 65,000 Btu/h	1.88		
		≥ 65,000 Btu/h	1.73		
	Nonducted	< 29,000 Btu/h	1.95		
		≥ 29,000 Btu/h and < 65,000 Btu/h	1.93		
		≥ 65,000 Btu/h	1.76		

For SI: 1 British thermal unit per hour = 0.2931 W, °C = [(°F) – 32]/1.8, COP = (Btu/h × hp)/(2,550.7).

a. Chapter 6 contains a complete specification of the referenced standards, which include test procedures, including the reference year version of the test procedure.

b. This is a replica of ASHRAE 90.1 Table 6.8.1-17 Ceiling-Mounted Computer-Room Air Conditioners—Minimum Efficiency Requirements.

TABLE C403.3.3
MAXIMUM HOT GAS BYPASS CAPACITY

RATED CAPACITY	MAXIMUM HOT GAS BYPASS CAPACITY (% of total capacity)
≤ 240,000 Btu/h	50
> 240,000 Btu/h	25

For SI: 1 British thermal unit per hour = 0.2931 W.

C403.3.4 Boiler turndown. *Boiler systems* with design input of greater than 1,000,000 Btu/h (293 kW) shall comply with the turndown ratio specified in Table C403.3.4.

The system turndown requirement shall be met through the use of multiple single-input boilers, one or more *modulating boilers* or a combination of single-input and *modulating boilers*.

TABLE C403.3.4
BOILER TURNDOWN

BOILER SYSTEM DESIGN INPUT (Btu/h)	MINIMUM TURNDOWN RATIO
≥ 1,000,000 and ≤ 5,000,000	3 to 1
> 5,000,000 and ≤ 10,000,000	4 to 1
> 10,000,000	5 to 1

For SI: 1 British thermal unit per hour = 0.2931 W.

C403.4 Heating and cooling system controls. Each heating and cooling system shall be provided with controls in accordance with Sections C403.4.1 through C403.4.5.

C403.4.1 Thermostatic controls. The supply of heating and cooling energy to each *zone* shall be controlled by individual thermostatic controls capable of responding to temperature within the *zone*. Where humidification or dehumidification or both is provided, not fewer than one

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humidity control device shall be provided for each humidity control system.

Exception: Independent perimeter systems that are designed to offset only building envelope heat losses, gains or both serving one or more perimeter *zones* also served by an interior system provided that both of the following conditions are met:

1. The perimeter system includes not fewer than one thermostatic control *zone* for each building exposure having exterior walls facing only one orientation (within ±45 degrees) (0.8 rad) for more than 50 contiguous feet (15 240 mm).
2. The perimeter system heating and cooling supply is controlled by thermostats located within the *zones* served by the system.

C403.4.1.1 Heat pump supplementary heat. Heat pumps having supplementary electric resistance heat shall have controls that limit supplemental heat operation to only those times when one of the following applies:

1. The vapor compression cycle cannot provide the necessary heating energy to satisfy the thermostat setting.
2. The heat pump is operating in defrost mode.
3. The vapor compression cycle malfunctions.
4. The thermostat malfunctions.

C403.4.1.2 Deadband. Where used to control both heating and cooling, *zone* thermostatic controls shall be configured to provide a temperature range or deadband of not less than 5°F (2.8°C) within which the supply of heating and cooling energy to the *zone* is shut off or reduced to a minimum.

Exceptions:

1. Thermostats requiring manual changeover between heating and cooling modes.
2. Occupancies or applications requiring precision in indoor temperature control as *approved* by the *code official*.

C403.4.1.3 Setpoint overlap restriction. Where a *zone* has a separate heating and a separate cooling thermostatic control located within the *zone*, a limit switch, mechanical stop or direct digital control system with software programming shall be configured to prevent the heating setpoint from exceeding the cooling setpoint and to maintain a deadband in accordance with Section C403.4.1.2.

C403.4.1.4 Heated or cooled vestibules. The heating system for heated vestibules and air curtains with integral heating shall be provided with controls configured to shut off the source of heating when the outdoor air temperature is greater than 45°F (7°C). Vestibule heating and cooling systems shall be controlled by a thermostat located in the vestibule configured to limit heating to a temperature not greater than 60°F (16°C) and cooling to a temperature not less than 85°F (29°C).

Exception: Control of heating or cooling provided by site-recovered energy or transfer air that would otherwise be exhausted.

C403.4.1.5 Hot water boiler outdoor temperature setback control. Hot water boilers that supply heat to the building through one- or two-pipe heating systems shall have an outdoor setback control that lowers the boiler water temperature based on the outdoor temperature.

C403.4.2 Off-hour controls. Each *zone* shall be provided with thermostatic setback controls that are controlled by either an automatic time clock or programmable control system.

Exceptions:

1. *Zones* that will be operated continuously.
2. *Zones* with a full HVAC load demand not exceeding 6,800 Btu/h (2 kW) and having a manual shutoff switch located with *ready access*.

C403.4.2.1 Thermostatic setback. Thermostatic setback controls shall be configured to set back or temporarily operate the system to maintain zone temperatures down to 55°F (13°C) or up to 85°F (29°C).

C403.4.2.2 Automatic setback and shutdown. Automatic time clock or programmable controls shall be capable of starting and stopping the system for seven different daily schedules per week and retaining their programming and time setting during a loss of power for not fewer than 10 hours. Additionally, the controls shall have a manual override that allows temporary operation of the system for up to 2 hours; a manually operated timer configured to operate the system for up to 2 hours; or an occupancy sensor.

C403.4.2.3 Automatic start and stop. Automatic start and stop controls shall be provided for each HVAC system. The automatic start controls shall be configured to automatically adjust the daily start time of the HVAC system in order to bring each space to the desired occupied temperature immediately prior to scheduled occupancy. Automatic stop controls shall be provided for each HVAC system with direct digital control of individual *zones*. The automatic stop controls shall be configured to reduce the HVAC system's heating temperature setpoint and increase the cooling temperature setpoint by not less than 2°F (1.11ºC) before scheduled unoccupied periods based on the thermal lag and acceptable drift in space temperature that is within comfort limits.

C403.4.3 Hydronic systems controls. The heating of fluids that have been previously mechanically cooled and the cooling of fluids that have been previously mechani-

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cally heated shall be limited in accordance with Sections C403.4.3.1 through C403.4.3.3. Hydronic heating systems comprised of multiple-packaged boilers and designed to deliver conditioned water or steam into a common distribution system shall include automatic controls configured to sequence operation of the boilers. Hydronic heating systems composed of a single boiler and greater than 500,000 Btu/h (146.5 kW) input design capacity shall include either a multistaged or modulating burner.

C403.4.3.1 Three-pipe system. Hydronic systems that use a common return system for both hot water and chilled water are prohibited.

C403.4.3.2 Two-pipe changeover system. Systems that use a common distribution system to supply both heated and chilled water shall be designed to allow a deadband between changeover from one mode to the other of not less than 15°F (8.3°C) outside air temperatures; be designed to and provided with controls that will allow operation in one mode for not less than 4 hours before changing over to the other mode; and be provided with controls that allow heating and cooling supply temperatures at the changeover point to be not more than 30°F (16.7°C) apart.

C403.4.3.3 Hydronic (water loop) heat pump systems. Hydronic heat pump systems shall comply with Sections C403.4.3.3.1 through C403.4.3.3.3.

C403.4.3.3.1 Temperature deadband. Hydronic heat pumps connected to a common heat pump water loop with central devices for heat rejection and heat addition shall have controls that are configured to provide a heat pump water supply temperature deadband of not less than 20°F (11°C) between initiation of heat rejection and heat addition by the central devices.

Exception: Where a system loop temperature optimization controller is installed and can determine the most efficient operating temperature based on real-time conditions of demand and capacity, deadbands of less than 20°F (11°C) shall be permitted.

C403.4.3.3.2 Heat rejection. The following shall apply to hydronic water loop heat pump systems in Climate Zones 3 through 8:

1. Where a closed-circuit cooling tower is used directly in the heat pump loop, either an automatic valve shall be installed to bypass the flow of water around the closed-circuit cooling tower, except for any flow necessary for freeze protection, or low-leakage positive-closure dampers shall be provided.
2. Where an open-circuit cooling tower is used directly in the heat pump loop, an automatic valve shall be installed to bypass all heat pump water flow around the open-circuit cooling tower.
3. Where an open-circuit or closed-circuit cooling tower is used in conjunction with a separate heat exchanger to isolate the open-circuit cooling tower from the heat pump loop, heat loss shall be controlled by shutting down the circulation pump on the cooling tower loop.

Exception: Where it can be demonstrated that a heat pump system will be required to reject heat throughout the year.

C403.4.3.3.3 Two-position valve. Each hydronic heat pump on the hydronic system having a total pump system power exceeding 10 hp (7.5 kW) shall have a two-position automatic valve interlocked to shut off the water flow when the compressor is off.

C403.4.4 Part-load controls. Hydronic systems greater than or equal to 300,000 Btu/h (87.9 kW) in design output capacity supplying heated or chilled water to comfort conditioning systems shall include controls that are configured to do all of the following:

1. Automatically reset the supply-water temperatures in response to varying building heating and cooling demand using coil valve position, zone-return water temperature, building-return water temperature or outside air temperature. The temperature shall be reset by not less than 25 percent of the design supply-to-return water temperature difference.
2. Automatically vary fluid flow for hydronic systems with a combined pump motor capacity of 2 hp (1.5 kW) or larger with three or more control valves or other devices by reducing the system design flow rate by not less than 50 percent or the maximum reduction allowed by the equipment manufacturer for proper operation of equipment by valves that modulate or step open and close, or pumps that modulate or turn on and off as a function of load.
3. Automatically vary pump flow on heating-water systems, chilled-water systems and heat rejection loops serving water-cooled unitary air conditioners as follows:
   3.1. Where pumps operate continuously or operate based on a time schedule, pumps with nominal output motor power of 2 hp or more shall have a variable speed drive.
   3.2. Where pumps have automatic direct digital control configured to operate pumps only when zone heating or cooling is required, a variable speed drive shall be provided for pumps with motors having the same or greater nominal output power indicated in Table C403.4.4 based on the climate zone and system served.
4. Where a variable speed drive is required by Item 3 of this section, pump motor power input shall be not more than 30 percent of design wattage at 50

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percent of the design water flow. Pump flow shall be controlled to maintain one control valve nearly wide open or to satisfy the minimum differential pressure.

Exceptions:

1. Supply-water temperature reset is not required for chilled-water systems supplied by off-site district chilled water or chilled water from ice storage systems.
2. Variable pump flow is not required on dedicated coil circulation pumps where needed for freeze protection.
3. Variable pump flow is not required on dedicated equipment circulation pumps where configured in primary/secondary design to provide the minimum flow requirements of the equipment manufacturer for proper operation of equipment.
4. Variable speed drives are not required on heating water pumps where more than 50 percent of annual heat is generated by an electric boiler.

TABLE C403.4.4
VARIABLE SPEED DRIVE (VSD) REQUIREMENTS FOR DEMAND-CONTROLLED PUMPS

CHILLED WATER AND HEAT REJECTION LOOP PUMPS IN THESE CLIMATE ZONES	HEATING WATER PUMPS IN THESE CLIMATE ZONES	VSD REQUIRED FOR MOTORS WITH RATED OUTPUT OF:
0A, 0B, 1A, 1B, 2B	—	≥ 2 hp
2A, 3B	—	≥ 3 hp
3A, 3C, 4A, 4B	7, 8	≥ 5 hp
4C, 5A, 5B, 5C, 6A, 6B	3C, 5A, 5C, 6A, 6B	≥ 7.5 hp
—	4A, 4C, 5B	≥ 10 hp
7, 8	4B	≥ 15 hp
—	2A, 2B, 3A, 3B	≥ 25 hp
—	0B, 1B	≥ 100 hp
—	0A, 1A	≥ 200 hp

For SI: 1 hp = 0.746 kW.

C403.4.5 Pump isolation. Chilled water plants including more than one chiller shall be capable of and configured to reduce flow automatically through the chiller plant when a chiller is shut down. Chillers piped in series for the purpose of increased temperature differential shall be considered as one chiller.

Boiler systems including more than one boiler shall be capable of and configured to reduce flow automatically through the boiler system when a boiler is shut down.

C403.5 Economizers. Economizers shall comply with Sections C403.5.1 through C403.5.5.

An air or water economizer shall be provided for the following cooling systems:

1. Chilled water systems with a total cooling capacity, less cooling capacity provided with air economizers, as specified in Table C403.5(1).
2. Individual fan systems with cooling capacity greater than or equal to 54,000 Btu/h (15.8 kW) in buildings having other than a *Group R* occupancy,

   The total supply capacity of all fan cooling units not provided with economizers shall not exceed 20 percent of the total supply capacity of all fan cooling units in the building or 300,000 Btu/h (88 kW), whichever is greater.
3. Individual fan systems with cooling capacity greater than or equal to 270,000 Btu/h (79.1 kW) in buildings having a *Group R* occupancy.

   The total supply capacity of all fan cooling units not provided with economizers shall not exceed 20 percent of the total supply capacity of all fan cooling units in the building or 1,500,000 Btu/h (440 kW), whichever is greater.

Exceptions: Economizers are not required for the following systems.

1. Individual fan systems not served by chilled water for buildings located in *Climate Zones* 0A, 0B, 1A and 1B.
2. Where more than 25 percent of the air designed to be supplied by the system is to spaces that are designed to be humidified above 35°F (1.7°C) dew-point temperature to satisfy process needs.
3. Systems expected to operate less than 20 hours per week.
4. Systems serving supermarket areas with open refrigerated casework.
5. Where the cooling efficiency is greater than or equal to the efficiency requirements in Table C403.5(2).
6. Systems that include a heat recovery system in accordance with Section C403.10.5.
7. VRF systems installed with a dedicated outdoor air system.

TABLE C403.5(1)
MINIMUM CHILLED-WATER SYSTEM COOLING CAPACITY FOR DETERMINING ECONOMIZER COOLING REQUIREMENTS

CLIMATE ZONES (COOLING)	TOTAL CHILLED-WATER SYSTEM CAPACITY LESS CAPACITY OF COOLING UNITS WITH AIR ECONOMIZERS	
	Local water-cooled chilled-water systems	Air-cooled chilled-water systems or district chilled-water systems
0A, 1A	Economizer not required	Economizer not required
0B, 1B, 2A, 2B	960,000 Btu/h	1,250,000 Btu/h
3A, 3B, 3C, 4A, 4B, 4C	720,000 Btu/h	940,000 Btu/h
5A, 5B, 5C, 6A, 6B, 7, 8	1,320,000 Btu/h	1,720,000 Btu/h

For SI: 1 British thermal unit per hour = 0.2931 W.

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TABLE C403.5(2)
EQUIPMENT EFFICIENCY PERFORMANCE EXCEPTION FOR ECONOMIZERS

CLIMATE ZONES	COOLING EQUIPMENT PERFORMANCE IMPROVEMENT (EER OR IPLV)
2A, 2B	10% efficiency improvement
3A, 3B	15% efficiency improvement
4A, 4B	20% efficiency improvement

C403.5.1 Integrated economizer control. Economizer systems shall be integrated with the mechanical cooling system and be configured to provide partial cooling even where additional mechanical cooling is required to provide the remainder of the cooling load. Controls shall not be capable of creating a false load in the mechanical cooling systems by limiting or disabling the economizer or any other means, such as hot gas bypass, except at the lowest stage of mechanical cooling.

Units that include an air economizer shall comply with the following:

1. Unit controls shall have the mechanical cooling capacity control interlocked with the air economizer controls such that the outdoor air damper is at the 100-percent open position when mechanical cooling is on and the outdoor air damper does not begin to close to prevent coil freezing due to minimum compressor run time until the leaving air temperature is less than 45°F (7°C).
2. Direct expansion (DX) units that control 75,000 Btu/h (22 kW) or greater of rated capacity of the capacity of the mechanical cooling directly based on occupied space temperature shall have not fewer than two stages of mechanical cooling capacity.
3. Other DX units, including those that control space temperature by modulating the airflow to the space, shall be in accordance with Table C403.5.1.

TABLE C403.5.1
DX COOLING STAGE REQUIREMENTS FOR MODULATING AIRFLOW UNITS

RATING CAPACITY	MINIMUM NUMBER OF MECHANICAL COOLING STAGES	MINIMUM COMPRESSOR DISPLACEMENT[a]
≥ 65,000 Btu/h and < 240,000 Btu/h	3 stages	≤ 35% of full load
≥ 240,000 Btu/h	4 stages	≤ 25% full load

For SI: 1 British thermal unit per hour = 0.2931 W.

a. For mechanical cooling stage control that does not use variable compressor displacement, the percent displacement shall be equivalent to the mechanical cooling capacity reduction evaluated at the full load rating conditions for the compressor.

C403.5.2 Economizer heating system impact. HVAC system design and economizer controls shall be such that economizer operation does not increase building heating energy use during normal operation.

Exception: Economizers on variable air volume (VAV) systems that cause zone level heating to increase because of a reduction in supply air temperature.

C403.5.3 Air economizers. Where economizers are required by Section C403.5, air economizers shall comply with Sections C403.5.3.1 through C403.5.3.5.

C403.5.3.1 Design capacity. Air economizer systems shall be configured to modulate *outdoor air* and return air dampers to provide up to 100 percent of the design supply air quantity as *outdoor air* for cooling.

C403.5.3.2 Control signal. Economizer controls and dampers shall be configured to sequence the dampers with the mechanical cooling equipment and shall not be controlled by only mixed-air temperature.

Exception: The use of mixed-air temperature limit control shall be permitted for systems controlled from space temperature (such as single-*zone* systems).

C403.5.3.3 High-limit shutoff. Air economizers shall be configured to automatically reduce *outdoor air* intake to the design minimum *outdoor air* quantity when *outdoor air* intake will not reduce cooling energy usage. High-limit shutoff control types for specific climates shall be chosen from Table C403.5.3.3. High-limit shutoff control settings for these control types shall be those specified in Table C403.5.3.3.

C403.5.3.4 Relief of excess outdoor air. Systems shall be capable of relieving excess *outdoor air* during air economizer operation to prevent overpressurizing the building. The relief air outlet shall be located to avoid recirculation into the building.

C403.5.3.5 Economizer dampers. Return, exhaust/relief and outdoor air dampers used in economizers shall comply with Section C403.7.7.

C403.5.4 Water-side economizers. Where economizers are required by Section C403.5, water-side economizers shall comply with Sections C403.5.4.1 and C403.5.4.2.

C403.5.4.1 Design capacity. Water economizer systems shall be configured to cool supply air by indirect evaporation and providing up to 100 percent of the expected system cooling load at *outdoor air* temperatures of not greater than 50°F (10°C) dry bulb/45°F (7°C) wet bulb.

Exceptions:

1. Systems primarily serving computer rooms in which 100 percent of the expected system cooling load at 40°F (4°C) dry bulb/35°F (1.7°C) wet bulb is met with evaporative water economizers.
2. Systems primarily serving computer rooms with dry cooler water economizers that satisfy 100 percent of the expected system cooling load at 35°F (1.7°C) dry bulb.
3. Systems where dehumidification requirements cannot be met using outdoor air temperatures of 50°F (10°C) dry bulb/45°F

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TABLE C403.5.3.3
HIGH-LIMIT SHUTOFF CONTROL SETTING FOR AIR ECONOMIZERS[b]

DEVICE TYPE	CLIMATE ZONE	REQUIRED HIGH LIMIT (ECONOMIZER OFF WHEN):	
		Equation	Description
Fixed dry bulb	0B, 1B, 2B, 3B, 3C, 4B, 4C, 5B, 5C, 6B, 7, 8	$T_{OA} > 75°F$	Outdoor air temperature exceeds 75°F
	5A, 6A	$T_{OA} > 70°F$	Outdoor air temperature exceeds 70°F
	0A, 1A, 2A, 3A, 4A	$T_{OA} > 65°F$	Outdoor air temperature exceeds 65°F
Differential dry bulb	0B, 1B, 2B, 3B, 3C, 4B, 4C, 5A, 5B, 5C, 6A, 6B, 7, 8	$T_{OA} > T_{RA}$	Outdoor air temperature exceeds return air temperature
Fixed enthalpy with fixed dry-bulb temperatures	All	$h_{OA} > 28$ Btu/lb[a] or $T_{OA} > 75°F$	Outdoor air enthalpy exceeds 28 Btu/lb of dry air[a] or Outdoor air temperature exceeds 75°F
Differential enthalpy with fixed dry-bulb temperature	All	$h_{OA} > h_{RA}$ or $T_{OA} > 75°F$	Outdoor air enthalpy exceeds return air enthalpy or Outdoor air temperature exceeds 75°F

For SI: °C = (°F – 32)/1.8, 1 Btu/lb = 2.33 kJ/kg.

a. At altitudes substantially different than sea level, the fixed enthalpy limit shall be set to the enthalpy value at 75°F and 50-percent relative humidity. As an example, at approximately 6,000 feet elevation, the fixed enthalpy limit is approximately 30.7 Btu/lb.

b. Devices with selectable setpoints shall be capable of being set to within 2°F and 2 Btu/lb of the setpoint listed.

(7°C) wet bulb and where 100 percent of the expected system cooling load at 45°F (7°C) dry bulb/40°F (4°C) wet bulb is met with evaporative water economizers.

C403.5.4.2 Maximum pressure drop. Precooling coils and water-to-water heat exchangers used as part of a water economizer system shall either have a water-side pressure drop of less than 15 feet (45 kPa) of water or a secondary loop shall be created so that the coil or heat exchanger pressure drop is not seen by the circulating pumps when the system is in the normal cooling (noneconomizer) mode.

C403.5.5 Economizer fault detection and diagnostics. Air-cooled unitary direct-expansion units listed in the tables in Section C403.3.2 and variable refrigerant flow (VRF) units that are equipped with an economizer in accordance with Sections C403.5 through C403.5.4 shall include a fault detection and diagnostics system complying with the following:

1. The following temperature sensors shall be permanently installed to monitor system operation:
   1.1. Outside air.
   1.2. Supply air.
   1.3. Return air.
2. Temperature sensors shall have an accuracy of ±2°F (1.1°C) over the range of 40°F to 80°F (4°C to 26.7°C).
3. Refrigerant pressure sensors, where used, shall have an accuracy of ±3 percent of full scale.
4. The unit controller shall be configured to provide system status by indicating the following:
   4.1. Free cooling available.
   4.2. Economizer enabled.
   4.3. Compressor enabled.
   4.4. Heating enabled.
   4.5. Mixed air low limit cycle active.
   4.6. The current value of each sensor.
5. The unit controller shall be capable of manually initiating each operating mode so that the operation of compressors, economizers, fans and the heating system can be independently tested and verified.
6. The unit shall be configured to report faults to a fault management application available for *access* by day-to-day operating or service personnel, or annunciated locally on zone thermostats.
7. The fault detection and diagnostics system shall be configured to detect the following faults:
   7.1. Air temperature sensor failure/fault.
   7.2. Not economizing when the unit should be economizing.
   7.3. Economizing when the unit should not be economizing.
   7.4. Damper not modulating.
   7.5. Excess outdoor air.

C403.6 Requirements for mechanical systems serving multiple zones. Sections C403.6.1 through C403.6.9 shall apply to mechanical systems serving multiple zones.

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C403.6.1 Variable air volume and multiple-zone systems. Supply air systems serving multiple zones shall be variable air volume (VAV) systems that have zone controls configured to reduce the volume of air that is reheated, recooled or mixed in each zone to one of the following:

1. Twenty percent of the zone design peak supply for systems with *direct digital control* (DDC) and 30 percent for other systems.
2. Systems with DDC where all of the following apply:
   2.1. The airflow rate in the deadband between heating and cooling does not exceed 20 percent of the zone design peak supply rate or higher allowed rates under Items 3, 4 and 5 of this section.
   2.2. The first stage of heating modulates the zone supply air temperature setpoint up to a maximum setpoint while the airflow is maintained at the deadband flow rate.
   2.3. The second stage of heating modulates the airflow rate from the deadband flow rate up to the heating maximum flow rate that is less than 50 percent of the zone design peak supply rate.
3. The outdoor airflow rate required to meet the minimum ventilation requirements of Chapter 4 of the *International Mechanical Code.*
4. Any higher rate that can be demonstrated to reduce overall system annual energy use by offsetting reheat/recool energy losses through a reduction in outdoor air intake for the system as approved by the code official.
5. The airflow rate required to comply with applicable codes or accreditation standards such as pressure relationships or minimum air change rates.

Exception: The following individual zones or entire air distribution systems are exempted from the requirement for VAV control:

1. *Zones* or supply air systems where not less than 75 percent of the energy for reheating or for providing warm air in mixing systems is provided from a site-recovered, including condenser heat, or site-solar energy source.
2. Systems that prevent reheating, recooling, mixing or simultaneous supply of air that has been previously cooled, either mechanically or through the use of economizer systems, and air that has been previously mechanically heated.

C403.6.2 Single-duct VAV systems, terminal devices. Single-duct VAV systems shall use terminal devices capable of and configured to reduce the supply of primary supply air before reheating or recooling takes place.

C403.6.3 Dual-duct and mixing VAV systems, terminal devices. Systems that have one warm air duct and one cool air duct shall use terminal devices that are configured to reduce the flow from one duct to a minimum before mixing of air from the other duct takes place.

C403.6.4 Single-fan dual-duct and mixing VAV systems, economizers. Individual dual-duct or mixing heating and cooling systems with a single fan and with total capacities greater than 90,000 Btu/h [(26.4 kW) 7.5 tons] shall not be equipped with air economizers.

C403.6.5 Supply-air temperature reset controls. Multiple-zone HVAC systems shall include controls that are capable of and configured to automatically reset the supply-air temperature in response to representative building loads, or to outdoor air temperature. The controls shall be configured to reset the supply air temperature not less than 25 percent of the difference between the design supply-air temperature and the design room air temperature. Controls that adjust the reset based on zone humidity are allowed in Climate Zones 0B, 1B, 2B, 3B, 3C and 4 through 8. HVAC zones that are expected to experience relatively constant loads shall have maximum airflow designed to accommodate the fully reset supply-air temperature.

Exceptions:

1. Systems that prevent reheating, recooling or mixing of heated and cooled supply air.
2. Seventy-five percent of the energy for reheating is from site-recovered or site-solar energy sources.
3. Systems in Climate Zones 0A, 1A and 3A with less than 3,000 cfm (1500 L/s) of design outside air.
4. Systems in Climate Zone 2A with less than 10,000 cfm (5000 L/s) of design outside air.
5. Systems in Climate Zones 0A, 1A, 2A and 3A with not less than 80 percent outside air and employing exhaust air energy recovery complying with Section C403.7.4.

C403.6.5.1 Dehumidification control interaction. In Climate Zones 0A, 1A, 2A and 3A, the system design shall allow supply-air temperature reset while dehumidification is provided. When dehumidification control is active, air economizers shall be locked out.

C403.6.6 Multiple-zone VAV system ventilation optimization control. Multiple-zone VAV systems with direct digital control of individual zone boxes reporting to a central control panel shall have automatic controls configured to reduce outdoor air intake flow below design rates in response to changes in system *ventilation* efficiency (E_v) as defined by the *International Mechanical Code*.

Exceptions:

1. VAV systems with zonal transfer fans that recirculate air from other zones without directly mixing it with outdoor air, dual-duct dual-fan VAV systems, and VAV systems with fan-powered terminal units.

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2. Systems where total design exhaust airflow is more than 70 percent of total design outdoor air intake flow requirements.

C403.6.7 Parallel-flow fan-powered VAV air terminal control. Parallel-flow fan-powered VAV air terminals shall have automatic controls configured to:

1. Turn off the terminal fan except when space heating is required or where required for ventilation.
2. Turn on the terminal fan as the first stage of heating before the heating coil is activated.
3. During heating for warmup or setback temperature control, either:
   3.1. Operate the terminal fan and heating coil without primary air.
   3.2. Reverse the terminal damper logic and provide heating from the central air handler by primary air.

C403.6.8 Setpoints for direct digital control. For systems with direct digital control of individual zones reporting to the central control panel, the static pressure setpoint shall be reset based on the *zone* requiring the most pressure. In such case, the setpoint is reset lower until one *zone* damper is nearly wide open. The direct digital controls shall be capable of monitoring zone damper positions or shall have an alternative method of indicating the need for static pressure that is configured to provide all of the following:

1. Automatic detection of any *zone* that excessively drives the reset logic.
2. Generation of an alarm to the system operational location.
3. Allowance for an operator to readily remove one or more *zones* from the reset algorithm.

C403.6.9 Static pressure sensor location. Static pressure sensors used to control VAV fans shall be located such that the controller setpoint is not greater than 1.2 inches w.c. (299 Pa). Where this results in one or more sensors being located downstream of major duct splits, not less than one sensor shall be located on each major branch to ensure that static pressure can be maintained in each branch.

C403.7 Ventilation and exhaust systems. In addition to other requirements of Section C403 applicable to the provision of ventilation air or the exhaust of air, ventilation and exhaust systems shall be in accordance with Sections C403.7.1 through C403.7.7.

C403.7.1 Demand control ventilation. Demand control ventilation (DCV) shall be provided for all single-zone systems required to comply with Sections C403.5 through C403.5.3 and spaces larger than 500 square feet (46.5 m^2) and with an average occupant load of 15 people or greater per 1,000 square feet (93 m^2) of floor area, as established in Table 403.3.1.1 of the *International Mechanical Code*, and served by systems with one or more of the following:

1. An air-side economizer.
2. Automatic modulating control of the outdoor air damper.
3. A design outdoor airflow greater than 3,000 cfm (1416 L/s).

Exceptions:

1. Systems with energy recovery complying with Section C403.7.4.2.
2. Multiple-zone systems without direct digital control of individual zones communicating with a central control panel.
3. Multiple-zone systems with a design outdoor airflow less than 750 cfm (354 L/s).
4. Spaces where more than 75 percent of the space design outdoor airflow is required for makeup air that is exhausted from the space or transfer air that is required for makeup air that is exhausted from other spaces.
5. Spaces with one of the following occupancy classifications as defined in Table 403.3.1.1 of the *International Mechanical Code*: correctional cells, education laboratories, barber, beauty and nail salons, and bowling alley seating areas.

C403.7.2 Enclosed parking garage ventilation controls. Enclosed parking garages used for storing or handling automobiles operating under their own power shall employ carbon monoxide detectors applied in conjunction with nitrogen dioxide detectors and automatic controls configured to stage fans or modulate fan average airflow rates to 50 percent or less of design capacity, or intermittently operate fans less than 20 percent of the occupied time or as required to maintain acceptable contaminant levels in accordance with *International Mechanical Code* provisions. Failure of contamination-sensing devices shall cause the exhaust fans to operate continuously at design airflow.

Exceptions:

1. Garages with a total exhaust capacity less than 8,000 cfm (3,755 L/s) with ventilation systems that do not utilize heating or mechanical cooling.
2. Garages that have a garage area to ventilation system motor nameplate power ratio that exceeds 1,125 cfm/hp (710 L/s/kW) and do not utilize heating or mechanical cooling.

C403.7.3 Ventilation air heating control. Units that provide ventilation air to multiple zones and operate in conjunction with zone heating and cooling systems shall not use heating or heat recovery to warm supply air to a temperature greater than 60°F (16°C) when representative

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building loads or outdoor air temperatures indicate that the majority of zones require cooling.

C403.7.4 Energy recovery systems. Energy recovery ventilation systems shall be provided as specified in either Section C403.7.4.1 or C403.7.4.2, as applicable.

C403.7.4.1 Nontransient dwelling units. Nontransient dwelling units shall be provided with outdoor air energy recovery ventilation systems with an *enthalpy recovery ratio* of not less than 50 percent at cooling design condition and not less than 60 percent at heating design condition.

Exceptions:

1. Nontransient dwelling units in Climate Zone 3C.
2. Nontransient dwelling units with not more than 500 square feet (46 m^2) of *conditioned floor area* in Climate Zones 0, 1, 2, 3, 4C and 5C.
3. *Enthalpy recovery ratio* requirements at heating design condition in Climate Zones 0, 1 and 2.
4. *Enthalpy recovery ratio* requirements at cooling design condition in Climate Zones 4, 5, 6, 7 and 8.

C403.7.4.2 Spaces other than nontransient dwelling units. Where the supply airflow rate of a fan system serving a space other than a nontransient dwelling unit exceeds the values specified in Tables C403.7.4.2(1) and C403.7.4.2(2), the system shall include an energy recovery system. The energy recovery system shall provide an *enthalpy recovery ratio* of not less than 50 percent at design conditions. Where an air economizer is required, the energy recovery system shall include a bypass or controls that permit operation of the economizer as required by Section C403.5.

Exception: An energy recovery ventilation system shall not be required in any of the following conditions:

1. Where energy recovery systems are prohibited by the *International Mechanical Code*.
2. Laboratory fume hood systems that include not fewer than one of the following features:
   2.1. Variable-air-volume hood exhaust and room supply systems configured to reduce exhaust and makeup air volume to 50 percent or less of design values.
   2.2. Direct makeup (auxiliary) air supply equal to or greater than 75 percent of the exhaust rate, heated not warmer than 2°F (1.1°C) above room setpoint, cooled to not cooler than 3°F (1.7°C) below room setpoint, with no humidification added, and no simultaneous heating and cooling used for dehumidification control.
3. Systems serving spaces that are heated to less than 60°F (15.5°C) and that are not cooled.
4. Where more than 60 percent of the outdoor heating energy is provided from site-recovered or site-solar energy.
5. *Enthalpy recovery ratio* requirements at heating design condition in *Climate Zones* 1 and 2.
6. *Enthalpy recovery ratio* requirements at cooling design condition in *Climate Zones* 0, 3C, 4C, 5B, 5C, 6B, 7 and 8.
7. Systems requiring dehumidification that employ energy recovery in series with the cooling coil.
8. Where the largest source of air exhausted at a single location at the building exterior is less than 75 percent of the design *outdoor air* flow rate.
9. Systems expected to operate less than 20 hours per week at the *outdoor air* percentage covered by Table C403.7.4.2(1).
10. Systems exhausting toxic, flammable, paint or corrosive fumes or dust.
11. Commercial kitchen hoods used for collecting and removing grease vapors and smoke.

C403.7.5 Kitchen exhaust systems. Replacement air introduced directly into the exhaust hood cavity shall not be greater than 10 percent of the hood exhaust airflow rate. Conditioned supply air delivered to any space shall not exceed the greater of the following:

1. The ventilation rate required to meet the space heating or cooling load.
2. The hood exhaust flow minus the available transfer air from adjacent space where available transfer air is considered to be that portion of outdoor ventilation air not required to satisfy other exhaust needs, such as restrooms, and not required to maintain pressurization of adjacent spaces.

Where total kitchen hood exhaust airflow rate is greater than 5,000 cfm (2360 L/s), each hood shall be a factory-built commercial exhaust hood listed by a nationally recognized testing laboratory in compliance with UL 710. Each hood shall have a maximum exhaust rate as specified in Table C403.7.5 and shall comply with one of the following:

1. Not less than 50 percent of all replacement air shall be transfer air that would otherwise be exhausted.
2. Demand ventilation systems on not less than 75 percent of the exhaust air that are configured to provide not less than a 50-percent reduction in

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exhaust and replacement air system airflow rates, including controls necessary to modulate airflow in response to appliance operation and to maintain full capture and containment of smoke, effluent and combustion products during cooking and idle.

3. Listed energy recovery devices with a sensible heat recovery effectiveness of not less than 40 percent on not less than 50 percent of the total exhaust airflow.

Where a single hood, or hood section, is installed over appliances with different duty ratings, the maximum allowable flow rate for the hood or hood section shall be based on the requirements for the highest appliance duty rating under the hood or hood section.

Exception: Where not less than 75 percent of all the replacement air is transfer air that would otherwise be exhausted.

TABLE C403.7.4.2(1)
ENERGY RECOVERY REQUIREMENT (Ventilation systems operating less than 8,000 hours per year)

CLIMATE ZONE	PERCENT (%) OUTDOOR AIR AT FULL DESIGN AIRFLOW RATE							
	≥ 10% and < 20%	≥ 20% and < 30%	≥ 30% and < 40%	≥ 40% and < 50%	≥ 50% and < 60%	≥ 60% and < 70%	≥ 70% and < 80%	≥ 80%
	Design Supply Fan Airflow Rate (cfm)							
3B, 3C, 4B, 4C, 5B	NR	NR	NR	NR	NR	NR	NR	NR
0B, 1B, 2B, 5C	NR	NR	NR	NR	≥ 26,000	≥ 12,000	≥ 5,000	≥ 4,000
6B	≥ 28,000	≥ 26,5000	≥ 11,000	≥ 5,500	≥ 4,500	≥ 3,500	≥ 2,500	≥ 1,500
0A, 1A, 2A, 3A, 4A, 5A, 6A	≥ 26,000	≥ 16,000	≥ 5,500	≥ 4,500	≥ 3,500	≥ 2,000	≥ 1,000	> 120
7, 8	≥ 4,500	≥ 4,000	≥ 2,500	≥ 1,000	> 140	> 120	> 100	> 80

For SI: 1 cfm = 0.4719 L/s.
NR = Not Required.

TABLE C403.7.4.2(2)
ENERGY RECOVERY REQUIREMENT (Ventilation systems operating not less than 8,000 hours per year)

CLIMATE ZONE	PERCENT (%) OUTDOOR AIR AT FULL DESIGN AIRFLOW RATE							
	≥ 10% and < 20%	≥ 20% and < 30%	≥ 30% and < 40%	≥ 40% and < 50%	≥ 50% and < 60%	≥ 60% and < 70%	≥ 70% and < 80%	≥ 80%
	Design Supply Fan Airflow Rate (cfm)							
3C	NR	NR	NR	NR	NR	NR	NR	NR
0B, 1B, 2B, 3B, 4C, 5C	NR	≥ 19,500	≥ 9,000	≥ 5,000	≥ 4,000	≥ 3,000	≥ 1,500	≥ 120
0A, 1A, 2A, 3A, 4B, 5B	≥ 2,500	≥ 2,000	≥ 1,000	≥ 500	≥ 140	≥ 120	≥ 100	≥ 80
4A, 5A, 6A, 6B, 7, 8	≥ 200	≥ 130	≥ 100	≥ 80	≥ 70	≥ 60	≥ 50	≥ 40

For SI: 1 cfm = 0.4719 L/s.
NR = Not Required.

TABLE C403.7.5
MAXIMUM NET EXHAUST FLOW RATE, CFM PER LINEAR FOOT OF HOOD LENGTH

TYPE OF HOOD	LIGHT-DUTY EQUIPMENT	MEDIUM-DUTY EQUIPMENT	HEAVY-DUTY EQUIPMENT	EXTRA-HEAVY-DUTY EQUIPMENT
Wall-mounted canopy	140	210	280	385
Single island	280	350	420	490
Double island (per side)	175	210	280	385
Eyebrow	175	175	NA	NA
Backshelf/Pass-over	210	210	280	NA

For SI: 1 cfm = 0.4719 L/s; 1 foot = 304.8 mm.
NA = Not Allowed.

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C403.7.6 Automatic control of HVAC systems serving guestrooms. In Group R-1 buildings containing more than 50 guestrooms, each guestroom shall be provided with controls complying with the provisions of Sections C403.7.6.1 and C403.7.6.2. Card key controls comply with these requirements.

C403.7.6.1 Temperature setpoint controls. Controls shall be provided on each HVAC system that are capable of and configured with three modes of temperature control.

1. When the guestroom is rented but unoccupied, the controls shall automatically raise the cooling setpoint and lower the heating setpoint by not less than 4°F (2°C) from the occupant setpoint within 30 minutes after the occupants have left the guestroom.
2. When the guestroom is unrented and unoccupied, the controls shall automatically raise the cooling setpoint to not lower than 80°F (27°C) and lower the heating setpoint to not higher than 60°F (16°C). Unrented and unoccupied guestroom mode shall be initiated within 16 hours of the guestroom being continuously occupied or where a *networked guestroom control system* indicates that the guestroom is unrented and the guestroom is unoccupied for more than 20 minutes. A *networked guestroom control system* that is capable of returning the thermostat setpoints to default occupied setpoints 60 minutes prior to the time a guestroom is scheduled to be occupied is not precluded by this section. Cooling that is capable of limiting relative humidity with a setpoint not lower than 65-percent relative humidity during unoccupied periods is not precluded by this section.
3. When the guestroom is occupied, HVAC setpoints shall return to their occupied setpoints once occupancy is sensed.

C403.7.6.2 Ventilation controls. Controls shall be provided on each HVAC system that are capable of and configured to automatically turn off the ventilation and exhaust fans within 20 minutes of the occupants leaving the guestroom, or *isolation devices* shall be provided to each guestroom that are capable of automatically shutting off the supply of outdoor air to and exhaust air from the guestroom.

Exception: Guestroom ventilation systems are not precluded from having an automatic daily pre-occupancy purge cycle that provides daily outdoor air ventilation during unrented periods at the design ventilation rate for 60 minutes, or at a rate and duration equivalent to one air change.

C403.7.7 Shutoff dampers. Outdoor air intake and exhaust openings and stairway and shaft vents shall be provided with Class I motorized dampers. The dampers shall have an air leakage rate not greater than 4 cfm/ft^2 (20.3 L/s × m^2) of damper surface area at 1.0 inch water gauge (249 Pa) and shall be labeled by an *approved agency* when tested in accordance with AMCA 500D for such purpose.

Outdoor air intake and exhaust dampers shall be installed with automatic controls configured to close when the systems or spaces served are not in use or during unoccupied period warm-up and setback operation, unless the systems served require outdoor or exhaust air in accordance with the *International Mechanical Code* or the dampers are opened to provide intentional economizer cooling.

Stairway and shaft vent dampers shall be installed with automatic controls configured to open upon the activation of any fire alarm initiating device of the building's fire alarm system or the interruption of power to the damper.

Exception: Nonmotorized gravity dampers shall be an alternative to motorized dampers for exhaust and relief openings as follows:

1. In buildings less than three stories in height above grade plane.
2. In buildings of any height located in *Climate Zones* 0, 1, 2 or 3.
3. Where the design exhaust capacity is not greater than 300 cfm (142 L/s).

Nonmotorized gravity dampers shall have an air leakage rate not greater than 20 cfm/ft^2 (101.6 L/s × m^2) where not less than 24 inches (610 mm) in either dimension and 40 cfm/ft^2 (203.2 L/s × m^2) where less than 24 inches (610 mm) in either dimension. The rate of air leakage shall be determined at 1.0 inch water gauge (249 Pa) when tested in accordance with AMCA 500D for such purpose. The dampers shall be labeled by an *approved agency*.

C403.8 Fans and fan controls. Fans in HVAC systems shall comply with Sections C403.8.1 through C403.8.6.1.

C403.8.1 Allowable fan horsepower. Each HVAC system having a total fan system motor nameplate horsepower exceeding 5 hp (3.7 kW) at fan system design conditions shall not exceed the allowable *fan system motor nameplate hp* (Option 1) or *fan system bhp* (Option 2) shown in Table C403.8.1(1). This includes supply fans, exhaust fans, return/relief fans, and fan-powered terminal units associated with systems providing heating or cooling capability. Single-zone variable air volume systems shall comply with the constant volume fan power limitation.

Exceptions:

1. Hospital, vivarium and laboratory systems that utilize flow control devices on exhaust or return to maintain space pressure relationships necessary for occupant health and safety or environmental control shall be permitted to use variable volume fan power limitation.
2. Individual exhaust fans with motor nameplate horsepower of 1 hp (0.746 kW) or less are

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exempt from the allowable fan horsepower requirement.

C403.8.2 Motor nameplate horsepower. For each fan, the fan brake horsepower (bhp) shall be indicated on the construction documents and the selected motor shall be not larger than the first available motor size greater than the following:

1. For fans less than 6 bhp (4476 W), 1.5 times the fan brake horsepower.
2. For fans 6 bhp (4476 W) and larger, 1.3 times the fan brake horsepower.

Exceptions:

1. Fans equipped with electronic speed control devices to vary the fan airflow as a function of load.
2. Fans with a fan nameplate electrical input power of less than 0.89 kW.

TABLE C403.8.1(1)
FAN POWER LIMITATION

	LIMIT	CONSTANT VOLUME	VARIABLE VOLUME
Option 1: Fan system motor nameplate hp	Allowable nameplate motor hp	$hp \le CFM_S \times 0.0011$	$hp \le CFM_S \times 0.0015$
Option 2: Fan system bhp	Allowable fan system bhp	$bhp \le CFM_S \times 0.00094 + A$	$bhp \le CFM_S \times 0.0013 + A$

For SI: 1 bhp = 735.5 W, 1 hp = 745.5 W, 1 cfm = 0.4719 L/s.
where:
CFM_S = The maximum design supply airflow rate to conditioned spaces served by the system in cubic feet per minute.
hp = The maximum combined motor nameplate horsepower.
bhp = The maximum combined fan brake horsepower.
A = Sum of $[PD \times CFM_D / 4131]$.
where:
PD = Each applicable pressure drop adjustment from Table C403.8.1(2) in. w.c.
CFM_D = The design airflow through each applicable device from Table C403.8.1(2) in cubic feet per minute.

TABLE C403.8.1(2)
FAN POWER LIMITATION PRESSURE DROP ADJUSTMENT

DEVICE	ADJUSTMENT
Credits	
Return air or exhaust systems required by code or accreditation standards to be fully ducted, or systems required to maintain air pressure differentials between adjacent rooms	0.5 inch w.c. (2.15 inches w.c. for laboratory and vivarium systems)
Return and exhaust airflow control devices	0.5 inch w.c.
Exhaust filters, scrubbers or other exhaust treatment	The pressure drop of device calculated at fan system design condition
Particulate filtration credit: MERV 9 thru 12	0.5 inch w.c.
Particulate filtration credit: MERV 13 thru 15	0.9 inch w.c.
Particulate filtration credit: MERV 16 and greater and electronically enhanced filters	Pressure drop calculated at 2 times the clean filter pressure drop at fan system design condition.
Carbon and other gas-phase air cleaners	Clean filter pressure drop at fan system design condition.
Biosafety cabinet	Pressure drop of device at fan system design condition.
Energy recovery device, other than coil runaround loop	For each airstream, (2.2 × energy recovery effectiveness - 0.5) inch w.c.
Coil runaround loop	0.6 inch w.c. for each airstream.
Evaporative humidifier/cooler in series with another cooling coil	Pressure drop of device at fan system design conditions.
Sound attenuation section (fans serving spaces with design background noise goals below NC35)	0.15 inch w.c.
Exhaust system serving fume hoods	0.35 inch w.c.
Laboratory and vivarium exhaust systems in high-rise buildings	0.25 inch w.c./100 feet of vertical duct exceeding 75 feet.
Deductions	
Systems without central cooling device	- 0.6 inch w.c.
Systems without central heating device	- 0.3 inch w.c.
Systems with central electric resistance heat	- 0.2 inch w.c.

For SI: 1 inch w.c. = 249 Pa, 1 inch = 25.4 mm, 1 foot = 304.8 mm.
w.c. = Water Column, NC = Noise Criterion.

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3. Systems complying with Section C403.8.1 fan system motor nameplate hp (Option 1).
4. Fans with motor nameplate horsepower less than 1 hp (746 W).

C403.8.3 Fan efficiency. Each fan and fan array shall have a fan energy index (FEI) of not less than 1.00 at the design point of operation, as determined in accordance with AMCA 208 by an *approved* independent testing laboratory and labeled by the manufacturer. Each fan and fan array used for a variable-air-volume system shall have an FEI of not less than 0.95 at the design point of operation, as determined in accordance with AMCA 208 by an approved independent testing laboratory and labeled by the manufacturer. The FEI for fan arrays shall be calculated in accordance with AMCA 208 Annex C.

Exceptions: The following fans are not required to have a fan energy index:

1. Fans that are not embedded fans with motor nameplate horsepower of less than 1.0 hp (0.75 kW) or with a nameplate electrical input power of less than 0.89 kW.
2. Embedded fans that have a motor nameplate horsepower of 5 hp (3.7 kW) or less, or with a fan system electrical input power of 4.1 kW or less.
3. Multiple fans operated in series or parallel as the functional equivalent of a single fan that have a combined motor nameplate horsepower of 5 hp (3.7 kW) or less or with a fan system electrical input power of 4.1 kW or less.
4. Fans that are part of equipment covered in Section C403.3.2.
5. Fans included in an equipment package certified by an *approved agency* for air or energy performance.
6. Ceiling fans, which are defined as nonportable devices suspended from a ceiling or overhead structure for circulating air via the rotation of the blades.
7. Fans used for moving gases at temperatures above 482°F (250°C).
8. Fans used for operation in explosive atmospheres.
9. Reversible fans used for tunnel ventilation.
10. Fans that are intended to operate only during emergency conditions.
11. Fans outside the scope of AMCA 208.

C403.8.4 Fractional hp fan motors. Motors for fans that are not less than $^1/_{12}$ hp (0.062 kW) and less than 1 hp (0.746 kW) shall be electronically commutated motors or shall have a minimum motor efficiency of 70 percent, rated in accordance with DOE 10 CFR 431. These motors shall have the means to adjust motor speed for either balancing or remote control. The use of belt-driven fans to sheave adjustments for airflow balancing instead of a varying motor speed shall be permitted.

Exceptions: The following motors are not required to comply with this section

1. Motors in the airstream within fan coils and terminal units that only provide heating to the space served.
2. Motors in space-conditioning equipment that comply with Section C403.3.2 or Sections C403.8.1. through C403.8.3.
3. Motors that comply with Section C405.8.

C403.8.5 Low-capacity ventilation fans. Mechanical ventilation system fans with motors less than $^1/_{12}$ hp (0.062 kW) in capacity shall meet the efficacy requirements of Table C403.8.5 at one or more rating points.

Exceptions:

1. Where ventilation fans are a component of a listed heating or cooling appliance.
2. Dryer exhaust duct power ventilators, domestic range hoods and domestic range booster fans that operate intermittently.

TABLE C403.8.5
LOW-CAPACITY VENTILATION FAN EFFICACY[a]

FAN LOCATION	AIRFLOW RATE MINIMUM (CFM)	MINIMUM EFFICACY (CFM/WATT)	AIRFLOW RATE MAXIMUM (CFM)
HRV or ERV	Any	1.2 cfm/watt	Any
In-line fan	Any	3.8 cfm/watt	Any
Bathroom, utility room	10	2.8 cfm/watt	< 90
Bathroom, utility room	90	3.5 cfm/watt	Any

For SI: 1 cfm/ft = 47.82 W.

a. Airflow shall be tested in accordance with HVI 916 and listed. Efficacy shall be listed or shall be derived from listed power and airflow. Fan efficacy for fully ducted HRV, ERV, balanced and in-line fans shall be determined at a static pressure not less than 0.2 inch w.c. Fan efficacy for ducted range hoods, bathroom and utility room fans shall be determined at a static pressure not less than 0.1 inch w.c.

C403.8.6 Fan control. Controls shall be provided for fans in accordance with Section C403.8.6.1 and as required for specific systems provided in Section C403.

C403.8.6.1 Fan airflow control. Each cooling system listed in Table C403.8.6.1 shall be designed to vary the indoor fan airflow as a function of load and shall comply with the following requirements:

1. Direct expansion (DX) and chilled water cooling units that control the capacity of the mechanical cooling directly based on space temperature shall have not fewer than two stages of fan control. Low or minimum speed shall not be greater than 66 percent of full speed. At low or minimum speed, the fan system shall draw not more than 40 percent of

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the fan power at full fan speed. Low or minimum speed shall be used during periods of low cooling load and ventilation-only operation.

2. Other units including DX cooling units and chilled water units that control the space temperature by modulating the airflow to the space shall have modulating fan control. Minimum speed shall be not greater than 50 percent of full speed. At minimum speed the fan system shall draw not more than 30 percent of the power at full fan speed. Low or minimum speed shall be used during periods of low cooling load and ventilation-only operation.
3. Units that include an air-side economizer in accordance with Section C403.5 shall have not fewer than two speeds of fan control during economizer operation.

Exceptions:

1. Modulating fan control is not required for chilled water and evaporative cooling units with fan motors of less than 1 hp (0.746 kW) where the units are not used to provide *ventilation air* and the indoor fan cycles with the load.
2. Where the volume of outdoor air required to comply with the ventilation requirements of the *International Mechanical Code* at low speed exceeds the air that would be delivered at the speed defined in Section C403.8.6, the minimum speed shall be selected to provide the required *ventilation air*.

TABLE C403.8.6.1
COOLING SYSTEMS

COOLING SYSTEM TYPE	FAN MOTOR SIZE	MECHANICAL COOLING CAPACITY
DX cooling	Any	≥ 65,000 Btu/h
Chilled water and evaporative cooling	≥ 1/4 hp	Any

For SI: 1 British thermal unit per hour = 0.2931 W; 1 hp = 0.746 kW.

C403.9 Large-diameter ceiling fans. Where provided, *large-diameter ceiling fans* shall be tested and labeled in accordance with AMCA 230.

C403.10 Heat rejection equipment. Heat rejection equipment, including air-cooled condensers, dry coolers, open-circuit cooling towers, closed-circuit cooling towers and evaporative condensers, shall comply with this section.

Exception: Heat rejection devices where energy usage is included in the equipment efficiency ratings listed in Tables C403.3.2(6) and C403.3.2(7).

C403.10.1 Fan speed control. Each fan system powered by an individual motor or array of motors with connected power, including the motor service factor, totaling 5 hp (3.7 kW) or more shall have controls and devices configured to automatically modulate the fan speed to control the leaving fluid temperature or condensing temperature and pressure of the heat rejection device. Fan motor power input shall be not more than 30 percent of design wattage at 50 percent of the design airflow.

Exceptions:

1. Fans serving multiple refrigerant or fluid cooling circuits.
2. Condenser fans serving flooded condensers.

C403.10.2 Multiple-cell heat rejection equipment. Multiple-cell heat rejection equipment with variable speed fan drives shall be controlled to operate the maximum number of fans allowed that comply with the manufacturer's requirements for all system components and so that all fans operate at the same fan speed required for the instantaneous cooling duty, as opposed to staged on and off operation. The minimum fan speed shall be the minimum allowable speed of the fan drive system in accordance with the manufacturer's recommendations.

C403.10.3 Limitation on centrifugal fan open-circuit cooling towers. Centrifugal fan open-circuit cooling towers with a combined rated capacity of 1,100 gpm (4164 L/m) or greater at 95°F (35°C) condenser water return, 85°F (29°C) condenser water supply, and 75°F (24°C) outdoor air wet-bulb temperature shall meet the energy efficiency requirement for axial fan open-circuit cooling towers listed in Table C403.3.2(8).

Exception: Centrifugal open-circuit cooling towers that are designed with inlet or discharge ducts or require external sound attenuation.

C403.10.4 Tower flow turndown. Open-circuit cooling towers used on water-cooled chiller systems that are configured with multiple- or variable-speed condenser water pumps shall be designed so that all open-circuit cooling tower cells can be run in parallel with the larger of the flow that is produced by the smallest pump at its minimum expected flow rate or at 50 percent of the design flow for the cell.

C403.10.5 Heat recovery for service water heating. Condenser heat recovery shall be installed for heating or reheating of service hot water provided that the facility operates 24 hours a day, the total installed heat capacity of water-cooled systems exceeds 6,000,000 Btu/hr (1758 kW) of heat rejection, and the design service water heating load exceeds 1,000,000 Btu/h (293 kW).

The required heat recovery system shall have the capacity to provide the smaller of the following:

1. Sixty percent of the peak heat rejection load at design conditions.
2. The preheating required to raise the peak service hot water draw to 85°F (29°C).

Exceptions:

1. Facilities that employ condenser heat recovery for space heating or reheat purposes with a heat recovery design exceeding 30 percent of the peak water-cooled condenser load at design conditions.

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2. Facilities that provide 60 percent of their service water heating from site solar or site recovered energy or from other sources.

C403.10.6 Heat recovery for space conditioning in healthcare facilities. Where heating water is used for space heating, a condenser heat recovery system shall be installed provided that all of the following are true:

1. The building is a Group I-2, Condition 2 occupancy.
2. The total design chilled water capacity for the Group I-2,Condition 2 occupancy, either air cooled or water cooled, required at cooling design conditions exceeds 3,600,000 Btu/h (1100 kw) of cooling.
3. Simultaneous heating and cooling occurs above 60°F (16°C) outdoor air temperature.

The required heat recovery system shall have a cooling capacity that is not less than 7 percent of the total design chilled water capacity of the Group I-2, Condition 2 occupancy at peak design conditions.

Exceptions:

1. Buildings that provide 60 percent or more of their reheat energy from on-site renewable energy or site-recovered energy.
2. Buildings in Climate Zones 5C, 6B, 7 and 8.

C403.11 Refrigeration equipment performance. Refrigeration equipment performance shall be determined in accordance with Sections C403.11.1 and C403.11.2 for commercial refrigerators, freezers, refrigerator-freezers, walk-in coolers, walk-in freezers and refrigeration equipment. The energy use shall be verified through certification under an *approved* certification program or, where a certification program does not exist, the energy use shall be supported by data furnished by the equipment manufacturer.

Exception: Walk-in coolers and walk-in freezers regulated under federal law in accordance with Subpart R of DOE 10 CFR 431.

C403.11.1 Commercial refrigerators, refrigerator-freezers and refrigeration. Refrigeration equipment, defined in DOE 10 CFR Part 431.62, shall have an energy use in kWh/day not greater than the values of Table C403.11.1 when tested and rated in accordance with AHRI Standard 1200.

C403.11.2 Walk-in coolers and walk-in freezers. Walk-in cooler and walk-in freezer refrigeration systems, except for walk-in process cooling refrigeration systems as defined in DOE 10 CFR 431.302, shall meet the requirements of Tables C403.11.2.1(1), C403.11.2.1(2) and C403.11.2.1(3).

C403.11.2.1 Performance standards. *Walk-in coolers* and *walk-in freezers* shall meet the requirements of Tables C403.11.2.1(1), C403.11.2.1(2) and C403.11.2.1(3).

TABLE C403.11.2.1(1)
WALK-IN COOLER AND FREEZER DISPLAY DOOR EFFICIENCY REQUIREMENTS[a]

CLASS DESCRIPTOR	CLASS	MAXIMUM ENERGY CONSUMPTION (kWh/day)[a]
Display door, medium temperature	DD, M	$0.04 \times A_{dd} + 0.41$
Display door, low temperature	DD, L	$0.15 \times A_{dd} + 0.29$

a. A_{dd} is the surface area of the display door.

TABLE C403.11.2.1(2)
WALK-IN COOLER AND FREEZER NONDISPLAY DOOR EFFICIENCY REQUIREMENTS[a]

CLASS DESCRIPTOR	CLASS	MAXIMUM ENERGY CONSUMPTION (kWh/day)[a]
Passage door, medium temperature	PD, M	$0.05 \times A_{nd} + 1.7$
Passage door, low temperature	PD, L	$0.14 \times A_{nd} + 4.8$
Freight door, medium temperature	FD, M	$0.04 \times A_{nd} + 1.9$
Freight door, low temperature	FD, L	$0.12 \times A_{nd} + 5.6$

a. A_{nd} is the surface area of the nondisplay door.

C403.11.3 Refrigeration systems. Refrigerated display cases, *walk-in coolers* or *walk-in freezers* that are served by remote compressors and remote condensers not located in a condensing unit, shall comply with Sections C403.11.3.1 and C403.11.3.2.

Exception: Systems where the working fluid in the refrigeration cycle goes through both subcritical and super-critical states (transcritical) or that use ammonia refrigerant are exempt.

C403.11.3.1 Condensers serving refrigeration systems. Fan-powered condensers shall comply with the following:

1. The design *saturated condensing temperatures* for air-cooled condensers shall not exceed the design dry-bulb temperature plus 10°F (5.6°C) for low-*temperature refrigeration systems*, and the design dry-bulb temperature plus 15°F (8°C) for *medium temperature refrigeration systems* where the *saturated condensing temperature* for blend refrigerants shall be determined using the average of liquid and vapor temperatures as converted from the condenser drain pressure.
2. Condenser fan motors that are less than 1 hp (0.75 kW) shall use electronically commutated motors, permanent split-capacitor-type motors or 3-phase motors.
3. Condenser fans for air-cooled condensers, evaporatively cooled condensers, air- or water-cooled fluid coolers or cooling towers shall

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reduce fan motor demand to not more than 30 percent of design wattage at 50 percent of design air volume, and incorporate one of the following continuous variable speed fan control approaches:

3.1. Refrigeration system condenser control for air-cooled condensers shall use variable setpoint control logic to reset the condensing temperature setpoint in response to ambient dry-bulb temperature.

3.2. Refrigeration system condenser control for evaporatively cooled condensers shall use variable setpoint control logic to reset the condensing temperature setpoint in response to ambient wet-bulb temperature.

4. Multiple fan condensers shall be controlled in unison.

5. The minimum condensing temperature setpoint shall be not greater than 70°F (21°C).

C403.11.3.2 Compressor systems. Refrigeration compressor systems shall comply with the following:

1. Compressors and multiple-compressor system suction groups shall include control systems that use floating suction pressure control logic to reset the target suction pressure temperature based on the temperature requirements of the attached refrigeration display cases or walk-ins.

   Exception: Controls are not required for the following:

   1. Single-compressor systems that do not have variable capacity capability.

   2. Suction groups that have a design saturated suction temperature of 30°F (-1.1°C) or higher, suction groups that comprise the high stage of a two-stage or cascade system, or suction groups that primarily serve chillers for secondary cooling fluids.

2. Liquid subcooling shall be provided for all low-temperature compressor systems with a design cooling capacity equal to or greater than 100,000 Btu (29.3 kW) with a design-saturated suction temperature of -10°F (-23°C) or lower. The sub-cooled liquid temperature shall be controlled at a maximum temperature setpoint of 50°F (10°C) at the exit of the subcooler using either compressor economizer (inter-stage) ports or a separate compressor suction group operating at a saturated suction temperature of 18°F (-7.8°C) or higher.

   2.1. Insulation for liquid lines with a fluid operating temperature less than 60°F (15.6°C) shall comply with Table C403.11.3.

3. Compressors that incorporate internal or external crankcase heaters shall provide a means to cycle the heaters off during compressor operation.

C403.12 Construction of HVAC system elements. Ducts, plenums, piping and other elements that are part of an HVAC system shall be constructed and insulated in accordance with Sections C403.12.1 through C403.12.3.1.

TABLE C403.11.2.1(3)
WALK-IN COOLER AND FREEZER REFRIGERATION SYSTEM EFFICIENCY REQUIREMENTS

CLASS DESCRIPTOR	CLASS	MINIMUM ANNUAL WALK-IN ENERGY FACTOR AWEF (Btu/W-h)[a]	TEST PROCEDURE
Dedicated condensing, medium temperature, indoor system	DC.M.I	5.61	AHRI 1250
Dedicated condensing, medium temperature, outdoor system	DC.M.O	7.60	
Dedicated condensing, low temperature, indoor system, net capacity (q_{net}) < 6,500 Btu/h	DC.L.I, < 6,500	$9.091 \times 10^{-5} \times q_{net} + 1.81$	
Dedicated condensing, low temperature, indoor system, net capacity (q_{net}) ≥ 6,500 Btu/h	DC.L.I, ≥ 6,500	2.40	
Dedicated condensing, low temperature, outdoor system, net capacity (q_{net}) < 6,500 Btu/h	DC.L.O, < 6,500	$6.522 \times 10^{-5} \times q_{net} + 2.73$	
Dedicated condensing, low temperature, outdoor system, net capacity (q_{net}) ≥ 6,500 Btu/h	DC.L.O, ≥ 6,500	3.15	
Unit cooler, medium	UC.M	9.00	
Unit cooler, low temperature, net capacity (q_{net}) < 15,500 Btu/h	UC.L, < 15,500	$1.575 \times 10^{-5} \times q_{net} + 3.91$	
Unit cooler, low temperature, net capacity (q_{net}) ≥ 15,500 Btu/h	UC.L, ≥ 15,500	4.15	

For SI: 1 British thermal unit per hour = 0.2931 W.

a. q_{net} is net capacity (Btu/h) as determined in accordance with AHRI 1250.

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TABLE C403.11.1
MINIMUM EFFICIENCY REQUIREMENTS: COMMERCIAL REFRIGERATORS AND FREEZERS AND REFRIGERATION

EQUIPMENT CATEGORY	CONDENSING UNIT CONFIGURATION	EQUIPMENT FAMILY	RATING TEMP., °F	OPERATING TEMP., °F	EQUIPMENT CLASSIFICATION[a, c]	MAXIMUM DAILY ENERGY CONSUMPTION, kWh/day[d, e]	TEST STANDARD
Remote condensing commercial refrigerators and commercial freezers	Remote (RC)	Vertical open (VOP)	38 (M)	≥ 32	VOP.RC.M	0.64 × TDA + 4.07	AHRI 1200
			0 (L)	< 32	VOP.RC.L	2.20 × TDA + 6.85	
		Semivertical open (SVO)	38 (M)	≥ 32	SVO.RC.M	0.66 × TDA + 3.18	
			0 (L)	< 32	SVO.RC.L	2.20 × TDA + 6.85	
		Horizontal open (HZO)	38 (M)	≥ 32	HZO.RC.M	0.35 × TDA + 2.88	
			0 (L)	< 32	HZO.RC.L	0.55 × TDA + 6.88	
		Vertical closed transparent (VCT)	38 (M)	≥ 32	VCT.RC.M	0.15 × TDA + 1.95	
			0 (L)	< 32	VCT.RC.L	0.49 × TDA + 2.61	
		Horizontal closed transparent (HCT)	38 (M)	≥ 32	HCT.RC.M	0.16 × TDA + 0.13	
			0 (L)	< 32	HCT.RC.L	0.34 × TDA + 0.26	
		Vertical closed solid (VCS)	38 (M)	≥ 32	VCS.RC.M	0.10 × V + 0.26	
			0 (L)	< 32	VCS.RC.L	0.21 × V + 0.54	
		Horizontal closed solid (HCS)	38 (M)	≥ 32	HCS.RC.M	0.10 × V + 0.26	
			0 (L)	< 32	HCS.RC.L	0.21 × V + 0.54	
		Service over counter (SOC)	38 (M)	≥ 32	SOC.RC.M	0.44 × TDA + 0.11	
			0 (L)	< 32	SOC.RC.L	0.93 × TDA + 0.22	
Self-contained commercial refrigerators and commercial freezers with and without doors	Self-contained (SC)	Vertical open (VOP)	38 (M)	≥ 32	VOP.SC.M	1.69 × TDA + 4.71	AHRI 1200
			0 (L)	< 32	VOP.SC.L	4.25 × TDA + 11.82	
		Semivertical open (SVO)	38 (M)	≥ 32	SVO.SC.M	1.70 × TDA + 4.59	
			0 (L)	< 32	SVO.SC.L	4.26 × TDA + 11.51	
		Horizontal open (HZO)	38 (M)	≥ 32	HZO.SC.M	0.72 × TDA + 5.55	
			0 (L)	< 32	HZO.RC.L	1.90 × TDA + 7.08	
		Vertical closed transparent (VCT)	38 (M)	≥ 32	VCT.SC.M	0.10 × V + 0.86	
			0 (L)	< 32	VCT.SC.L	0.29 × V + 2.95	
		Vertical closed solid (VCS)	38 (M)	≥ 32	VCS.SC.M	0.05 × V + 1.36	
			0 (L)	< 32	VCS.SC.L	0.22 × V + 1.38	
		Horizontal closed transparent (HCT)	38 (M)	≥ 32	HCT.SC.M	0.06 × V + 0.37	
			0 (L)	< 32	HCT.SC.L	0.08 × V + 1.23	
		Horizontal closed solid (HCS)	38 (M)	≥ 32	HCS.SC.M	0.05 × V + 0.91	
			0 (L)	< 32	HCS.SC.L	0.06 × V + 1.12	
		Service over counter (SOC)	38 (M)	≥ 32	SOC.SC.M	0.52 × TDA + 1.00	
			0 (L)	< 32	SOC.SC.L	1.10 × TDA + 2.10	

(continued)

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TABLE C403.11.1—continued
MINIMUM EFFICIENCY REQUIREMENTS: COMMERCIAL REFRIGERATORS AND FREEZERS AND REFRIGERATION

EQUIPMENT CATEGORY	CONDENSING UNIT CONFIGURATION	EQUIPMENT FAMILY	RATING TEMP., °F	OPERATING TEMP., °F	EQUIPMENT CLASSIFICATION[a, c]	MAXIMUM DAILY ENERGY CONSUMPTION, kWh/day[d, e]	TEST STANDARD
Self-contained commercial refrigerators with transparent doors for pull-down temperature applications	Self-contained (SC)	Pull-down (PD)	38 (M)	≥ 32	PD.SC.M	0.11 × V + 0.81	AHRI 1200
Commercial ice cream freezers	Remote (RC)	Vertical open (VOP)	-15 (I)	≤ -5[b]	VOP.RC.I	2.79 × TDA + 8.70	AHRI 1200
		Semivertical open (SVO)			SVO.RC.I	2.79 × TDA + 8.70	
		Horizontal open (HZO)			HZO.RC.I	0.70 × TDA + 8.74	
		Vertical closed transparent (VCT)			VCT.RC.I	0.58 × TDA + 3.05	
		Horizontal closed transparent (HCT)			HCT.RC.I	0.40 × TDA + 0.31	
		Vertical closed solid (VCS)			VCS.RC.I	0.25 × V + 0.63	
		Horizontal closed solid (HCS)			HCS.RC.I	0.25 × V + 0.63	
		Service over counter (SOC)			SOC.RC.I	1.09 × TDA + 0.26	
	Self-contained (SC)	Vertical open (VOP)			VOP.SC.I	5.40 × TDA + 15.02	AHRI 1200
		Semivertical open (SVO)			SVO.SC.I	5.41 × TDA + 14.63	
		Horizontal open (HZO)			HZO.SC.I	2.42 × TDA + 9.00	
		Vertical closed transparent (VCT)			VCT.SC.I	0.62 × TDA + 3.29	
		Horizontal closed transparent (HCT)			HCT.SC.I	0.56 × TDA + 0.43	
		Vertical closed solid (VCS)			VCS.SC.I	0.34 × V + 0.88	
		Horizontal closed solid (HCS)			HCS.SC.I	0.34 × V + 0.88	
		Service over counter (SOC)			SOC.SC.I	1.53 × TDA + 0.36	

For SI: 1 square foot = 0.0929 m^2, 1 cubic foot = 0.02832 m^3, °C = (°F – 32)/1.8.

a. The meaning of the letters in this column is indicated in the columns to the left.

b. Ice cream freezer is defined in DOE 10 CFR 431.62 as a commercial freezer that is designed to operate at or below -5 °F and that the manufacturer designs, markets or intends for the storing, displaying or dispensing of ice cream.

c. Equipment class designations consist of a combination [in sequential order separated by periods (AAA).(BB).(C)] of the following:
- (AAA)—An equipment family code (VOP = vertical open, SVO = semivertical open, HZO = horizontal open, VCT = vertical closed transparent doors, VCS = vertical closed solid doors, HCT = horizontal closed transparent doors, HCS = horizontal closed solid doors, and SOC = service over counter);
- (BB)—An operating mode code (RC = remote condensing and SC = self-contained); and
- (C)—A rating temperature code [M = medium temperature (38°F), L = low temperature (0°F), or I = ice cream temperature (-15°F)].
- For example, "VOP.RC.M" refers to the "vertical open, remote condensing, medium temperature" equipment class.

d. V is the volume of the case (ft^3) as measured in AHRI 1200, Appendix C.

e. TDA is the total display area of the case (ft^2) as measured in AHRI 1200, Appendix D.

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C403.12.1 Duct and plenum insulation and sealing. Supply and return air ducts and plenums shall be insulated with not less than R-6 insulation where located in unconditioned spaces and where located outside the building with not less than R-8 insulation in *Climate Zones* 0 through 4 and not less than R-12 insulation in *Climate Zones* 5 through 8. Ducts located underground beneath buildings shall be insulated as required in this section or have an equivalent *thermal distribution efficiency*. Underground ducts utilizing the *thermal distribution efficiency* method shall be *listed* and *labeled* to indicate the *R*-value equivalency. Where located within a building envelope assembly, the duct or plenum shall be separated from the building exterior or unconditioned or exempt spaces by not less than R-8 insulation in *Climate Zones* 0 through 4 and not less than R-12 insulation in *Climate Zones* 5 through 8.

Exceptions:

1. Where located within equipment.
2. Where the design temperature difference between the interior and exterior of the duct or plenum is not greater than 15°F (8°C).

Ducts, air handlers and filter boxes shall be sealed. Joints and seams shall comply with Section 603.9 of the *International Mechanical Code*.

C403.12.2 Duct construction. Ductwork shall be constructed and erected in accordance with the *International Mechanical Code*.

C403.12.2.1 Low-pressure duct systems. Longitudinal and transverse joints, seams and connections of supply and return ducts operating at a static pressure less than or equal to 2 inches water gauge (w.g.) (498 Pa) shall be securely fastened and sealed with welds, gaskets, mastics (adhesives), mastic-plus-embedded-fabric systems or tapes installed in accordance with the manufacturer's instructions. Pressure classifications specific to the duct system shall be clearly indicated on the construction documents in accordance with the *International Mechanical Code*.

Exception: Locking-type longitudinal joints and seams, other than the snap-lock and button-lock types, need not be sealed as specified in this section.

C403.12.2.2 Medium-pressure duct systems. Ducts and plenums designed to operate at a static pressure greater than 2 inches water gauge (w.g.) (498 Pa) but less than 3 inches w.g. (747 Pa) shall be insulated and sealed in accordance with Section C403.12.1. Pressure classifications specific to the duct system shall be clearly indicated on the construction documents in accordance with the *International Mechanical Code.*

C403.12.2.3 High-pressure duct systems. Ducts and plenums designed to operate at static pressures equal to or greater than 3 inches water gauge (747 Pa) shall be insulated and sealed in accordance with Section C403.12.1. In addition, ducts and plenums shall be leak tested in accordance with the SMACNA HVAC Air Duct Leakage Test Manual and shown to have a rate of air leakage (CL) less than or equal to 4.0 as determined in accordance with Equation 4-8.

$$CL = F/P^{0.65} \qquad \textbf{(Equation 4-8)}$$

where:

F = The measured leakage rate in cfm per 100 square feet (9.3 m^2) of duct surface.

P = The static pressure of the test.

Documentation shall be furnished demonstrating that representative sections totaling not less than 25 percent of the duct area have been tested and that all tested sections comply with the requirements of this section.

C403.12.3 Piping insulation. Piping serving as part of a heating or cooling system shall be thermally insulated in accordance with Table C403.12.3.

Exceptions:

1. Factory-installed piping within HVAC equipment tested and rated in accordance with a test procedure referenced by this code.
2. Factory-installed piping within room fan-coils and unit ventilators tested and rated according to AHRI 440 (except that the sampling and variation provisions of Section 6.5 shall not apply) and AHRI 840, respectively.
3. Piping that conveys fluids that have a design operating temperature range between 60°F (15°C) and 105°F (41°C).
4. Piping that conveys fluids that have not been heated or cooled through the use of fossil fuels or electric power.
5. Strainers, control valves, and balancing valves associated with piping 1 inch (25 mm) or less in diameter.
6. Direct buried piping that conveys fluids at or below 60°F (15°C).
7. In radiant heating systems, sections of piping intended by design to radiate heat.

C403.12.3.1 Protection of piping insulation. Piping insulation exposed to the weather shall be protected from damage, including that caused by sunlight, moisture, equipment maintenance and wind, and shall provide shielding from solar radiation that can cause degradation of the material. Adhesive tape shall not be permitted.

C403.13 Mechanical systems located outside of the building thermal envelope. Mechanical systems providing heat outside of the thermal envelope of a building shall comply with Sections C403.13.1 through C403.13.3.

C403.13.1 Heating outside a building. Systems installed to provide heat outside a building shall be radiant systems.

Such heating systems shall be controlled by an occupancy sensing device or a timer switch, so that the system is automatically de-energized when occupants are not present.

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C403.13.2 Snow- and ice-melt system controls. Snow- and ice-melting systems shall include automatic controls configured to shut off the system when the pavement temperature is above 50°F (10°C) and precipitation is not falling, and an automatic or manual control that is configured to shut off when the outdoor temperature is above 40°F (4°C).

C403.13.3 Freeze protection system controls. Freeze protection systems, such as heat tracing of outdoor piping and heat exchangers, including self-regulating heat tracing, shall include automatic controls configured to shut off the systems when outdoor air temperatures are above 40°F (4°C) or when the conditions of the protected fluid will prevent freezing.

C403.14 Operable opening interlocking controls. The heating and cooling systems shall have controls that will interlock these mechanical systems to the set temperatures of 90ºF (32ºC) for cooling and 55ºF (12.7ºC) for heating when the conditions of Section C402.5.8 exist. The controls shall configure to shut off the systems entirely when the outdoor temperatures are below 90ºF (32ºC) or above 55ºF (12.7ºC).

SECTION C404
SERVICE WATER HEATING

C404.1 General. This section covers the minimum efficiency of, and controls for, service water-heating equipment and insulation of service hot water piping.

C404.2 Service water-heating equipment performance efficiency. Water-heating equipment and hot water storage tanks shall meet the requirements of Table C404.2. The efficiency shall be verified through data furnished by the manufacturer of the equipment or through certification under an *approved* certification program. Water-heating equipment intended to be used to provide space heating shall meet the applicable provisions of Table C404.2.

C404.2.1 High input service water-heating systems. Gas-fired water-heating equipment installed in new buildings shall be in compliance with this section. Where a singular piece of water-heating equipment serves the entire building and the input rating of the equipment is 1,000,000 Btu/h (293 kW) or greater, such equipment shall have a thermal efficiency, E_t, of not less than 92 percent. Where multiple pieces of water-heating equipment serve the building and the combined input rating of the water-heating equipment is 1,000,000 Btu/h (293 kW) or greater, the combined input-capacity-weighted-average thermal efficiency, E_t, shall be not less than 90 percent.

Exceptions:

1. Where not less than 25 percent of the annual service water-heating requirement is provided by *on-site renewable energy* or site-recovered energy, the minimum thermal efficiency requirements of this section shall not apply.
2. The input rating of water heaters installed in individual dwelling units shall not be required to be included in the total input rating of service water-heating equipment for a building.
3. The input rating of water heaters with an input rating of not greater than 100,000 Btu/h (29.3 kW) shall not be required to be included in the total input rating of service water-heating equipment for a building.

TABLE C403.12.3
MINIMUM PIPE INSULATION THICKNESS (in inches)[a, c]

FLUID OPERATING TEMPERATURE RANGE AND USAGE (°F)	INSULATION CONDUCTIVITY		NOMINAL PIPE OR TUBE SIZE (inches)				
	Conductivity Btu × in./(h × ft² × °F)[b]	Mean Rating Temperature, °F	< 1	1 to < 1 1/2	1 1/2 to < 4	4 to < 8	> 8
> 350	0.32–0.34	250	4.5	5.0	5.0	5.0	5.0
251–350	0.29–0.32	200	3.0	4.0	4.5	4.5	4.5
201–250	0.27–0.30	150	2.5	2.5	2.5	3.0	3.0
141–200	0.25–0.29	125	1.5	1.5	2.0	2.0	2.0
105–140	0.21–0.28	100	1.0	1.0	1.5	1.5	1.5
40–60	0.21–0.27	75	0.5	0.5	1.0	1.0	1.0
< 40	0.20–0.26	50	0.5	1.0	1.0	1.0	1.5

For SI: 1 inch = 25.4 mm, °C = [(°F) – 32]/1.8.

a. For piping smaller than 1 1/2 inches and located in partitions within conditioned spaces, reduction of these thicknesses by 1 inch shall be permitted (before thickness adjustment required in Note b) but not to a thickness less than 1 inch.

b. For insulation outside the stated conductivity range, the minimum thickness (T) shall be determined as follows:

$T = r[(1 + t/r)^{K/k} - 1]$

where:

T = Minimum insulation thickness.

r = Actual outside radius of pipe.

t = Insulation thickness listed in the table for applicable fluid temperature and pipe size.

K = Conductivity of alternate material at mean rating temperature indicated for the applicable fluid temperature (Btu × in/h × ft² × °F).

k = The upper value of the conductivity range listed in the table for the applicable fluid temperature.

c. For direct-buried heating and hot water system piping, reduction of these thicknesses by 1 1/2 inches (38 mm) shall be permitted (before thickness adjustment required in Note b but not to thicknesses less than 1 inch.

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TABLE C404.2
MINIMUM PERFORMANCE OF WATER-HEATING EQUIPMENT

EQUIPMENT TYPE	SIZE CATEGORY (input)	SUBCATEGORY OR RATING CONDITION	PERFORMANCE REQUIRED[a, b]	TEST PROCEDURE
Water heaters, electric	≤ 12 kW[d]	Tabletop[e], ≥ 20 gallons and ≤ 120 gallons	0.93 – 0.00132V, EF	DOE 10 CFR Part 430
		Resistance ≥ 20 gallons and ≤ 55 gallons	0.960 – 0.0003V, EF	
		Grid-enabled[f] > 75 gallons and ≤ 120 gallons	1.061 – 0.00168V, EF	
	> 12 kW	Resistance	$(0.3 + 27/V_m)$, %/h	ANSI Z21.10.3
	≤ 24 amps and ≤ 250 volts	Heat pump > 55 gallons and ≤ 120 gallons	2.057 – 0.00113V, EF	DOE 10 CFR Part 430
Storage water heaters, gas	≤ 75,000 Btu/h	≥ 20 gallons and > 55 gallons	0.675 – 0.0015V, EF	DOE 10 CFR Part 430
		> 55 gallons and ≤ 100 gallons	0.8012 – 0.00078V, EF	
	> 75,000 Btu/h and ≤ 155,000 Btu/h	< 4,000 Btu/h/gal	80% E_t	ANSI Z21.10.3
	> 155,000 Btu/h	< 4,000 Btu/h/gal	80% E_t	
Instantaneous water heaters, gas	> 50,000 Btu/h and < 200,000 Btu/h[c]	≥ 4,000 Btu/h/gal and < 2 gal	0.82 – 0.00 19V, EF	DOE 10 CFR Part 430
	≥ 200,000 Btu/h	≥ 4,000 Btu/h/gal and < 10 gal	80% E_t	ANSI Z21.10.3
	≥ 200,000 Btu/h	≥ 4,000 Btu/h/gal and ≥ 10 gal	80% E_t	
Storage water heaters, oil	≤ 105,000 Btu/h	≥ 20 gal and ≤ 50 gallons	0.68 – 0.0019V, EF	DOE 10 CFR Part 430
	≥ 105,000 Btu/h	< 4,000 Btu/h/gal	80% E_t	ANSI Z21.10.3
Instantaneous water heaters, oil	≤ 210,000 Btu/h	≥ 4,000 Btu/h/gal and < 2 gal	0.59 – 0.0019V, EF	DOE 10 CFR Part 430
	> 210,000 Btu/h	≥ 4,000 Btu/h/gal and < 10 gal	80% E_t	ANSI Z21.10.3
	> 210,000 Btu/h	≥ 4,000 Btu/h/gal and ≥ 10 gal	78% E_t	
Hot water supply boilers, gas and oil	≥ 300,000 Btu/h and < 12,500,000 Btu/h	≥ 4,000 Btu/h/gal and < 10 gal	80% E_t	ANSI Z21.10.3
Hot water supply boilers, gas	≥ 300,000 Btu/h and < 12,500,000 Btu/h	≥ 4,000 Btu/h/gal and ≥ 10 gal	80% E_t	
Hot water supply boilers, oil	> 300,000 Btu/h and < 12,500,000 Btu/h	> 4,000 Btu/h/gal and > 10 gal	78% E_t	
Pool heaters, gas and oil	All	—	82% E_t	ASHRAE 146
Heat pump pool heaters	All	—	4.0 COP	AHRI 1160
Unfired storage tanks	All	—	Minimum insulation requirement R-12.5 (h × ft² × °F)/Btu	(none)

$(Q/800 + 110\sqrt{V})SL$, Btu/h

(continued)

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TABLE C404.2—continued
MINIMUM PERFORMANCE OF WATER-HEATING EQUIPMENT

For SI: 1 foot = 304.8 mm, 1 square foot = 0.0929 m^2, °C = [(°F) – 32]/1.8, 1 British thermal unit per hour = 0.2931 W, 1 gallon = 3.785 L, 1 British thermal unit per hour per gallon = 0.078 W/L.

a. Energy factor (EF) and thermal efficiency (E_t) are minimum requirements. In the EF equation, V is the rated volume in gallons.

b. Standby loss (SL) is the maximum Btu/h based on a nominal 70°F temperature difference between stored water and ambient requirements. In the SL equation, Q is the nameplate input rate in Btu/h. In the equations for electric water heaters, V is the rated volume in gallons and V_m is the measured volume in gallons. In the SL equation for oil and gas water heaters and boilers, V is the rated volume in gallons.

c. Instantaneous water heaters with input rates below 200,000 Btu/h shall comply with these requirements where the water heater is designed to heat water to temperatures 180°F or higher.

d. Electric water heaters with an input rating of 12 kW (40,950 Btu/h) or less that are designed to heat water to temperatures of 180°F or greater shall comply with the requirements for electric water heaters that have an input rating greater than 12 kW (40,950 Btu/h).

e A tabletop water heater is a water heater that is enclosed in a rectangular cabinet with a flat top surface not more than 3 feet in height.

f. A grid-enabled water heater is an electric-resistance water heater that meets all of the following:

1. Has a rated storage tank volume of more than 75 gallons.
2. Was manufactured on or after April 16, 2015.
3. Is equipped at the point of manufacture with an activation lock.
4. Bears a permanent label applied by the manufacturer that complies with all of the following:
   4.1. Is made of material not adversely affected by water.
   4.2. Is attached by means of nonwater-soluble adhesive.
   4.3. Advises purchasers and end users of the intended and appropriate use of the product with the following notice printed in 16.5 point Arial Narrow Bold font: "IMPORTANT INFORMATION: This water heater is intended only for use as part of an electric thermal storage or demand response program. It will not provide adequate hot water unless enrolled in such a program and activated by your utility company or another program operator. Confirm the availability of a program in your local area before purchasing or installing this product."

C404.3 Heat traps for hot water storage tanks. Storage tank-type water heaters and hot water storage tanks that have vertical water pipes connecting to the inlet and outlet of the tank shall be provided with integral heat traps at those inlets and outlets or shall have pipe-configured heat traps in the piping connected to those inlets and outlets. Tank inlets and outlets associated with solar water heating system circulation loops shall not be required to have heat traps.

C404.4 Insulation of piping. Piping from a water heater to the termination of the heated water fixture supply pipe shall be insulated in accordance with Table C403.12.3. On both the inlet and outlet piping of a storage water heater or heated water storage tank, the piping to a heat trap or the first 8 feet (2438 mm) of piping, whichever is less, shall be insulated. Piping that is heat traced shall be insulated in accordance with Table C403.12.3 or the heat trace manufacturer's instructions. Tubular pipe insulation shall be installed in accordance with the insulation manufacturer's instructions. Pipe insulation shall be continuous except where the piping passes through a framing member. The minimum insulation thickness requirements of this section shall not supersede any greater insulation thickness requirements necessary for the protection of piping from freezing temperatures or the protection of personnel against external surface temperatures on the insulation.

Exception: Tubular pipe insulation shall not be required on the following:

1. The tubing from the connection at the termination of the fixture supply piping to a plumbing fixture or plumbing appliance.
2. Valves, pumps, strainers and threaded unions in piping that is 1 inch (25 mm) or less in nominal diameter.
3. Piping from user-controlled shower and bath mixing valves to the water outlets.
4. Cold-water piping of a demand recirculation water system.
5. Tubing from a hot drinking-water heating unit to the water outlet.
6. Piping at locations where a vertical support of the piping is installed.
7. Piping surrounded by building insulation with a thermal resistance (*R*-value) of not less than R-3.

C404.5 Heated water supply piping. Heated water supply piping shall be in accordance with Section C404.5.1 or C404.5.2. The flow rate through $^1/_4$-inch (6.4 mm) piping shall be not greater than 0.5 gpm (1.9 L/m). The flow rate through $^5/_{16}$-inch (7.9 mm) piping shall be not greater than 1 gpm (3.8 L/m). The flow rate through $^3/_8$-inch (9.5 mm) piping shall be not greater than 1.5 gpm (5.7 L/m).

C404.5.1 Maximum allowable pipe length method. The maximum allowable piping length from the nearest source of heated water to the termination of the fixture supply pipe shall be in accordance with the following. Where the piping contains more than one size of pipe, the largest size of pipe within the piping shall be used for determining the maximum allowable length of the piping in Table C404.5.1.

1. For a public lavatory faucet, use the "Public lavatory faucets" column in Table C404.5.1.
2. For all other plumbing fixtures and plumbing appliances, use the "Other fixtures and appliances" column in Table C404.5.1.

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TABLE C404.5.1
PIPING VOLUME AND MAXIMUM PIPING LENGTHS

NOMINAL PIPE SIZE (inches)	VOLUME (liquid ounces per foot length)	MAXIMUM PIPING LENGTH (feet)	
		Public lavatory faucets	Other fixtures and appliances
1/4	0.33	6	50
5/16	0.5	4	50
3/8	0.75	3	50
1/2	1.5	2	43
5/8	2	1	32
3/4	3	0.5	21
7/8	4	0.5	16
1	5	0.5	13
1 1/4	8	0.5	8
1 1/2	11	0.5	6
2 or larger	18	0.5	4

For SI: 1 inch = 25.4 mm, 1 foot = 304.8 mm, 1 liquid ounce = 0.030 L, 1 gallon = 128 ounces.

C404.5.2 Maximum allowable pipe volume method. The water volume in the piping shall be calculated in accordance with Section C404.5.2.1. Water heaters, circulating water systems and heat trace temperature maintenance systems shall be considered to be sources of heated water.

The volume from the nearest source of heated water to the termination of the fixture supply pipe shall be as follows:

1. For a public lavatory faucet: not more than 2 ounces (0.06 L).
2. For other plumbing fixtures or plumbing appliances; not more than 0.5 gallon (1.89 L).

C404.5.2.1 Water volume determination. The volume shall be the sum of the internal volumes of pipe, fittings, valves, meters and manifolds between the nearest source of heated water and the termination of the fixture supply pipe. The volume in the piping shall be determined from the "Volume" column in Table C404.5.1 or from Table C404.5.2.1. The volume contained within fixture shutoff valves, within flexible water supply connectors to a fixture fitting and within a fixture fitting shall not be included in the water volume determination. Where heated water is supplied by a recirculating system or heat-traced piping, the volume shall include the portion of the fitting on the branch pipe that supplies water to the fixture.

C404.6 Heated-water circulating and temperature maintenance systems. Heated-water circulation systems shall be in accordance with Section C404.6.1. Heat trace temperature maintenance systems shall be in accordance with Section C404.6.2. Controls for hot water storage shall be in accordance with Section C404.6.3. Automatic controls, temperature sensors and pumps shall be in a location with *access*. Manual controls shall be in a location with *ready access*.

C404.6.1 Circulation systems. Heated-water circulation systems shall be provided with a circulation pump. The system return pipe shall be a dedicated return pipe or a cold water supply pipe. Gravity and thermo-syphon circulation systems shall be prohibited. Controls for circulating hot water system pumps shall automatically turn off the pump when the water in the circulation loop is at the desired temperature and when there is not a demand for hot water. The controls shall limit the temperature of the water entering the cold water piping to not greater than 104ºF (40°C).

C404.6.1.1 Demand recirculation controls. Demand recirculation water systems shall have controls that start the pump upon receiving a signal from the action of a user of a fixture or appliance, sensing the presence of a user of a fixture, or sensing the flow of hot or tempered water to a fixture fitting or appliance. **

C404.6.2 Heat trace systems. Electric heat trace systems shall comply with IEEE 515.1. Controls for such systems shall be able to automatically adjust the energy input to the heat tracing to maintain the desired water temperature in the piping in accordance with the times when heated water is used in the occupancy. Heat trace shall be arranged to be turned off automatically when there is not a demand for hot water.

C404.6.3 Controls for hot water storage. The controls on pumps that circulate water between a water heater and a heated-water storage tank shall limit operation of the pump from heating cycle startup to not greater than 5 minutes after the end of the cycle.

TABLE C404.5.2.1
INTERNAL VOLUME OF VARIOUS WATER DISTRIBUTION TUBING

	OUNCES OF WATER PER FOOT OF TUBE								
Nominal Size (inches)	Copper Type M	Copper Type L	Copper Type K	CPVC CTS SDR 11	CPVC SCH 40	CPVC SCH 80	PE-RT SDR 9	Composite ASTM F1281	PEX CTS SDR 9
3/8	1.06	0.97	0.84	N/A	1.17	—	0.64	0.63	0.64
1/2	1.69	1.55	1.45	1.25	1.89	1.46	1.18	1.31	1.18
3/4	3.43	3.22	2.90	2.67	3.38	2.74	2.35	3.39	2.35
1	5.81	5.49	5.17	4.43	5.53	4.57	3.91	5.56	3.91
1 1/4	8.70	8.36	8.09	6.61	9.66	8.24	5.81	8.49	5.81
1 1/2	12.18	11.83	11.45	9.22	13.20	11.38	8.09	13.88	8.09
2	21.08	20.58	20.04	15.79	21.88	19.11	13.86	21.48	13.86

For SI: 1 foot = 304.8 mm, 1 inch = 25.4 mm, 1 liquid ounce = 0.030 L, 1 oz/ft^2 = 305.15 g/m^2.
N/A = Not Available.

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C404.7 Drain water heat recovery units. Drain water heat recovery units shall comply with CSA B55.2. Potable water-side pressure loss shall be less than 10 psi (69 kPa) at maximum design flow. For *Group R* occupancies, the efficiency of drain water heat recovery unit efficiency shall be in accordance with CSA B55.1.

C404.8 Energy consumption of pools and permanent spas. The energy consumption of pools and permanent spas shall be controlled by the requirements in Sections C404.8.1 through C404.8.3.

C404.8.1 Heaters. The electric power to all heaters shall be controlled by an on-off switch that is an integral part of the heater, mounted on the exterior of the heater, or external to and within 3 feet (914 mm) of the heater in a location with *ready access*. Operation of such switch shall not change the setting of the heater thermostat. Such switches shall be in addition to a circuit breaker for the power to the heater. Gas-fired heaters shall not be equipped with continuously burning ignition pilots.

C404.8.2 Time switches. Time switches or other control methods that can automatically turn off and on heaters and pump motors according to a preset schedule shall be installed for heaters and pump motors. Heaters and pump motors that have built-in time switches shall be in compliance with this section.

Exceptions:

1. Where public health standards require 24-hour pump operation.
2. Pumps that operate solar- and waste-heat-recovery pool heating systems.

C404.8.3 Covers. Outdoor heated pools and outdoor permanent spas shall be provided with a vapor-retardant cover or other *approved* vapor-retardant means.

Exception: Where more than 75 percent of the energy for heating, computed over an operating season of not fewer than 3 calendar months, is from a heat pump or an on-site renewable energy system, covers or other vapor-retardant means shall not be required.

C404.9 Portable spas. The energy consumption of electric-powered portable spas shall be controlled by the requirements of APSP 14.

SECTION C405
ELECTRICAL POWER AND LIGHTING SYSTEMS

C405.1 General. Lighting system controls, the maximum lighting power for interior and exterior applications, and electrical energy consumption shall comply with this section. *Sleeping units* shall comply with Section C405.2.5 and with either Section C405.1.1 or C405.3. *General lighting* shall consist of all lighting included when calculating the total connected interior lighting power in accordance with Section C405.3.1 and which does not require specific application controls in accordance with Section C405.2.5.

Transformers, uninterruptable power supplies, motors and electrical power processing equipment in data center systems shall comply with Section 8 of ASHRAE 90.4 in addition to this code.

C405.1.1 Lighting for dwelling units. No less than 90 percent of the permanently installed lighting serving dwelling units, excluding kitchen appliance lighting, shall be provided by lamps with an efficacy of not less than 65 lm/W or luminaires with an efficacy of not less than 45 lm/W, or shall comply with Sections C405.2.4 and C405.3.

C405.2 Lighting controls. Lighting systems shall be provided with controls that comply with one of the following.

1. Lighting controls as specified in Sections C405.2.1 through C405.2.8.
2. Luminaire level lighting controls (LLLC) and lighting controls as specified in Sections C405.2.1, C405.2.5 and C405.2.6. The LLLC luminaire shall be independently capable of:
    2.1. Monitoring occupant activity to brighten or dim lighting when occupied or unoccupied, respectively.
    2.2. Monitoring ambient light, both electric light and daylight, and brighten or dim artificial light to maintain desired light level.
    2.3. For each control strategy, configuration and reconfiguration of performance parameters including; bright and dim setpoints, timeouts, dimming fade rates, sensor sensitivity adjustments, and wireless zoning configurations.

Exceptions: Lighting controls are not required for the following:

1. Areas designated as security or emergency areas that are required to be continuously lighted.
2. Interior exit stairways, interior exit ramps and exit passageways.
3. Emergency egress lighting that is normally off.

C405.2.1 Occupant sensor controls. Occupant *sensor controls* shall be installed to control lights in the following space types:

1. Classrooms/lecture/training rooms.
2. Conference/meeting/multipurpose rooms.
3. Copy/print rooms.
4. Lounges/breakrooms.
5. Enclosed offices.
6. Open plan office areas.
7. Restrooms.
8. Storage rooms.
9. Locker rooms.

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10. Corridors.
11. Warehouse storage areas.
12. Other spaces 300 square feet (28 m^2) or less that are enclosed by floor-to-ceiling height partitions.

Exception: Luminaires that are required to have specific application controls in accordance with Section C405.2.5.

C405.2.1.1 Occupant sensor control function. Occupant sensor controls in warehouses shall comply with Section C405.2.1.2. Occupant sensor controls in open plan office areas shall comply with Section C405.2.1.3. Occupant sensor controls in corridors shall comply with Section C405.2.1.4. Occupant sensor controls for all other spaces specified in Section C405.2.1 shall comply with the following:

1. They shall automatically turn off lights within 20 minutes after all occupants have left the space.
2. They shall be manual on or controlled to automatically turn on the lighting to not more than 50-percent power.
3. They shall incorporate a manual control to allow occupants to turn off lights.

Exception: Full automatic-on controls with no manual control shall be permitted in corridors, interior parking areas, stairways, restrooms, locker rooms, lobbies, library stacks and areas where manual operation would endanger occupant safety or security.

C405.2.1.2 Occupant sensor control function in warehouse storage areas. Lighting in warehouse storage areas shall be controlled as follows:

1. Lighting in each aisleway shall be controlled independently of lighting in all other aisleways and open areas.
2. Occupant sensors shall automatically reduce lighting power within each controlled area to an unoccupied setpoint of not more than 50 percent of full power within 20 minutes after all occupants have left the controlled area.
3. Lights that are not turned off by occupant sensors shall be turned off by time-switch control complying with Section C405.2.2.1.
4. A manual control shall be provided to allow occupants to turn off lights in the space.

C405.2.1.3 Occupant sensor control function in open plan office areas. Occupant sensor controls in open plan office spaces less than 300 square feet (28 m^2) in area shall comply with Section C405.2.1.1. Occupant sensor controls in all other open plan office spaces shall comply with all of the following:

1. The controls shall be configured so that general lighting can be controlled separately in control zones with floor areas not greater than 600 square feet (55 m^2) within the open plan office space.
2. General lighting in each control zone shall be permitted to automatically turn on upon occupancy within the control zone. General lighting in other unoccupied zones within the open plan office space shall be permitted to turn on to not more than 20 percent of full power or remain unaffected.
3. The controls shall automatically turn off general lighting in all control zones within 20 minutes after all occupants have left the open plan office space.

   Exception: Where general lighting is turned off by time-switch control complying with Section C405.2.2.1.
4. General lighting in each control zone shall turn off or uniformly reduce lighting power to an unoccupied setpoint of not more than 20 percent of full power within 20 minutes after all occupants have left the control zone.

C405.2.1.4 Occupant sensor control function in corridors. Occupant sensor controls in corridors shall uniformly reduce lighting power to an occupied setpoint not more than 50 percent of full power within 20 minutes after all occupants have left the space.

Exception: Corridors provided with less than two footcandles of illumination on the floor at the darkest point with all lights on.

C405.2.2 Time-switch controls. Each area of the building that is not provided with *occupant sensor controls* complying with Section C405.2.1.1 shall be provided with *time-switch controls* complying with Section C405.2.2.1.

Exceptions:

1. Luminaires that are required to have specific application controls in accordance with Section C405.2.4.
2. Spaces where patient care is directly provided.
3. Spaces where an automatic shutoff would endanger occupant safety or security.
4. Lighting intended for continuous operation.
5. Shop and laboratory classrooms.

C405.2.2.1 Time-switch control function. Time-switch *controls* shall comply with all of the following:

1. Automatically turn off lights when the space is scheduled to be unoccupied.
2. Have a minimum 7-day clock.
3. Be capable of being set for seven different day types per week.
4. Incorporate an automatic holiday "shutoff" feature, which turns off all controlled lighting

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loads for not fewer than 24 hours and then resumes normally scheduled operations.

5. Have program backup capabilities, which prevent the loss of program and time settings for not fewer than 10 hours, if power is interrupted.
6. Include an override switch that complies with the following:
   - 6.1. The override switch shall be a manual control.
   - 6.2. The override switch, when initiated, shall permit the controlled lighting to remain on for not more than 2 hours.
   - 6.3. Any individual override switch shall control the lighting for an area not larger than 5,000 square feet (465 m^2).

Exception: Within mall concourses, auditoriums, sales areas, manufacturing facilities and sports arenas:

1. The time limit shall be permitted to be greater than 2 hours, provided that the switch is a captive key device.
2. The area controlled by the override switch shall not be limited to 5,000 square feet (465 m^2) provided that such area is less than 20,000 square feet (1860 m^2).

* **C405.2.3 Light-reduction controls.** Where not provided with occupant sensor controls complying with Section C405.2.1.1, general lighting shall be provided with light-reduction controls complying with Section C405.2.3.1.

Exceptions:

1. Luminaires controlled by daylight responsive controls complying with Section C405.2.4.
2. Luminaires controlled by special application controls complying with Section C405.2.5.
3. Where provided with manual control, the following areas are not required to have light-reduction control:
   - 3.1. Spaces that have only one luminaire with a rated power of less than 60 watts.
   - 3.2. Spaces that use less than 0.45 watts per square foot (4.9 W/m²).
   - 3.3. Corridors, lobbies, electrical rooms and/or mechanical rooms.

** **C405.2.3.1 Light-reduction control function.** Spaces required to have light-reduction controls shall have a *manual control* that allows the occupant to reduce the connected lighting load by not less than 50 percent in a reasonably uniform illumination pattern with an intermediate step in addition to full on or off, or with continuous dimming control, using one of the following or another *approved* method:

1. Continuous dimming of all luminaires from full output to less than 20 percent of full power.
2. Switching all luminaires to a reduced output of not less than 30 percent and not more than 70 percent of full power.
3. Switching alternate luminaires or alternate rows of luminaires to achieve a reduced output of not less than 30 percent and not more than 70 percent of full power.

** **C405.2.4 Daylight-responsive controls.** *Daylight-responsive controls* complying with Section C405.2.4.1 shall be provided to control the general lighting within *daylight zones* in the following spaces:

1. Spaces with a total of more than 150 watts of *general lighting* within primary sidelit daylight zones complying with Section C405.2.4.2.
2. Spaces with a total of more than 300 watts of *general lighting* within sidelit daylight zones complying with Section C405.2.4.2.
3. Spaces with a total of more than 150 watts of *general lighting* within toplit daylight zones complying with Section C405.2.4.3.

Exceptions: Daylight responsive controls are not required for the following:

1. Spaces in health care facilities where patient care is directly provided.
2. Sidelit daylight zones on the first floor above grade in Group A-2 and Group M occupancies.
3. New buildings where the total connected lighting power calculated in accordance with Section C405.3.1 is not greater than the adjusted interior lighting power allowance (LPA_{adj}) calculated in accordance with Equation 4-9.

$$LPA_{adj} = [LPA_{norm} \times (1.0 - 0.4 \times UDZFA / TBFA)] \quad \textbf{(Equation 4-9)}$$

where:

LPA_{adj} = Adjusted building interior lighting power allowance in watts.

LPA_{norm} = Normal building lighting power allowance in watts calculated in accordance with Section C405.3.2 and reduced in accordance with Section C406.3 where Option 2 of Section C406.1 is used to comply with the requirements of Section C406.

$UDZFA$ = Uncontrolled daylight zone floor area is the sum of all sidelit and toplit zones, calculated in accor-

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dance with Sections C405.2.4.2 and C405.2.4.3, that do not have daylight responsive controls.

TBFA = Total building floor area is the sum of all floor areas included in the lighting power allowance calculation in Section C405.3.2.

C405.2.4.1 Daylight-responsive control function. Where required, *daylight-responsive controls* shall be provided within each space for control of lights in that space and shall comply with all of the following:

1. Lights in *toplit daylight zones* in accordance with Section C405.2.4.3 shall be controlled independently of lights in sidelit daylight zones in accordance with Section C405.2.4.2.
2. Lights in the primary sidelit daylight zone shall be controlled independently of lights in the secondary sidelit daylight zone.
3. *Daylight responsive controls* within each space shall be configured so that they can be calibrated from within that space by authorized personnel.
4. Calibration mechanisms shall be in a location with *ready access*.
5. *Daylight responsive controls* shall dim lights continuously from full light output to 15 percent of full light output or lower.
6. *Daylight responsive controls* shall be configured to completely shut off all controlled lights.
7. When occupant sensor controls have reduced the lighting power to an unoccupied setpoint in accordance with Sections C405.2.1.2 through C405.2.1.4, daylight responsive controls shall continue to adjust electric light levels in response to available daylight, but shall be configured to not increase the lighting power above the specified unoccupied setpoint.
8. Lights in *sidelit daylight zones* in accordance with Section C405.2.4.2 facing different cardinal orientations [within 45 degrees (0.79 rad) of due north, east, south, west] shall be controlled independently of each other.

Exceptions:

1. Within each space, up to 150 watts of lighting within the primary sidelit daylight zone is permitted to be controlled together with lighting in a primary sidelit daylight zone facing a different cardinal orientation.
2. Within each space, up to 150 watts of lighting within the secondary sidelit daylight zone is permitted to be controlled together with lighting in a secondary sidelit daylight zone facing a different cardinal orientation.

C405.2.4.2 Sidelit daylight zone. The sidelit daylight zone is the floor area adjacent to vertical *fenestration* that complies with all of the following:

1. Where the fenestration is located in a wall, the sidelit daylight zone shall extend laterally to the nearest full-height wall, or up to 1.0 times the height from the floor to the top of the fenestration, and longitudinally from the edge of the fenestration to the nearest full-height wall, or up to 0.5 times the height from the floor to the top of the fenestration, whichever is less, as indicated in Figure C405.2.4.2(1).
2. Where the fenestration is located in a rooftop monitor, the sidelit daylight zone shall extend laterally to the nearest obstruction that is taller than 0.7 times the ceiling height, or up to 1.0 times the height from the floor to the bottom of the fenestration, whichever is less, and longitudinally from the edge of the fenestration to the nearest obstruction that is taller than 0.7 times the ceiling height, or up to 0.25 times the height from the floor to the bottom of the fenestration, whichever is less, as indicated in Figures C405.2.4.2(2) and C405.2.4.2(3).
3. The secondary sidelit daylight zone is directly adjacent to the primary sidelit daylight zone and shall extend laterally to 2.0 times the height from the floor to the top of the fenestration or to the nearest full height wall, whichever is less, and longitudinally from the edge of the fenestration to the nearest full height wall, or up to 0.5 times the height from the floor to the top of the fenestration, whichever is less, as indicated in Figure C405.2.4.2(1). The area of secondary sidelit zones shall not be considered in the calculation of the daylight zones in Section C402.4.1.1.
4. The area of the fenestration is not less than 24 square feet (2.23 m^2).
5. The distance from the fenestration to any building or geological formation that would block *access to* daylight is greater than one-half of the height from the bottom of the fenestration to the top of the building or geologic formation.
6. The visible transmittance of the fenestration is not less than 0.20.
7. The projection factor (determined in accordance with Equation 4-5) for any overhanging projection that is shading the fenestration is not greater than 1.0 for fenestration oriented 45 degrees or less from true north and not greater than 1.5 for all other orientations.

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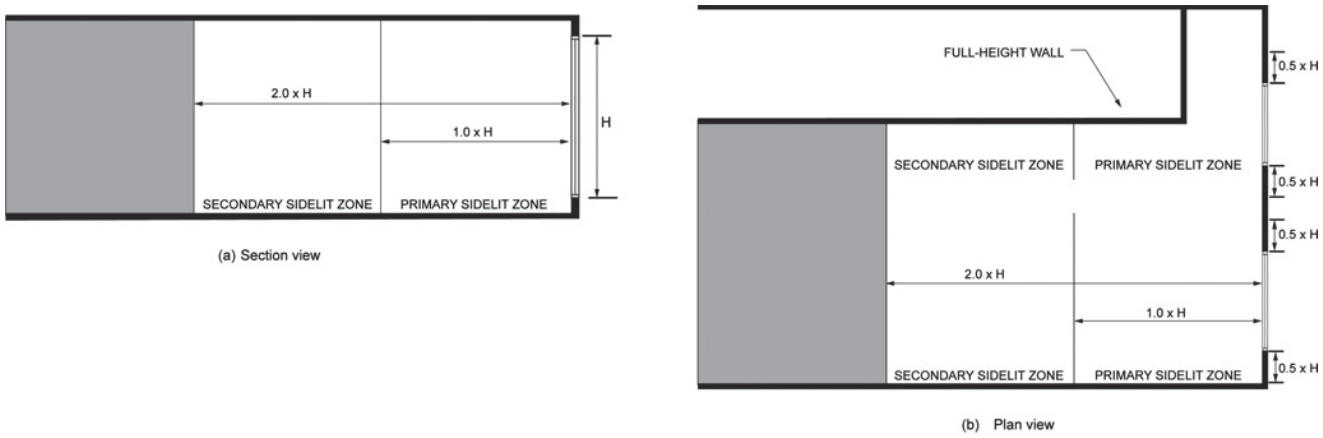
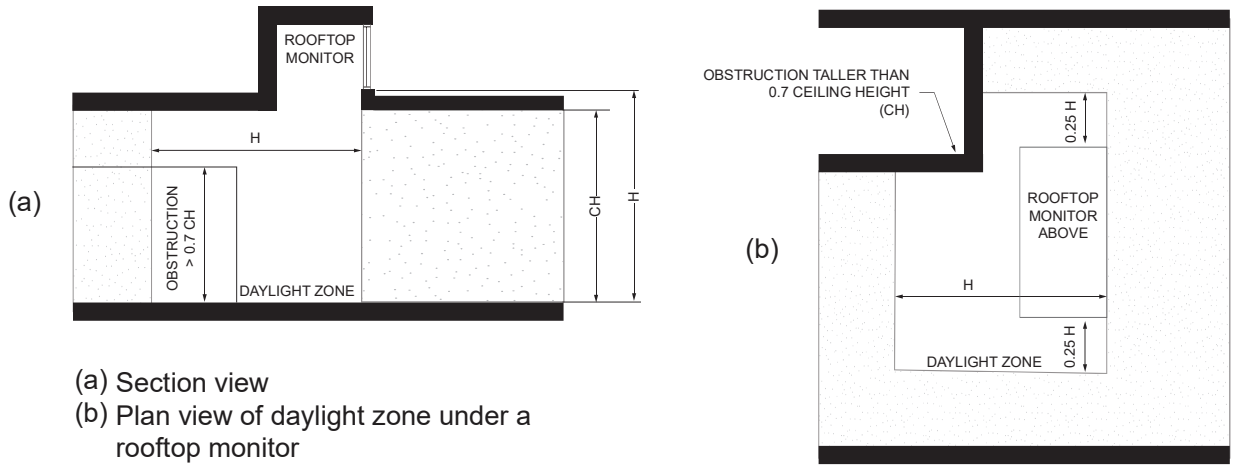
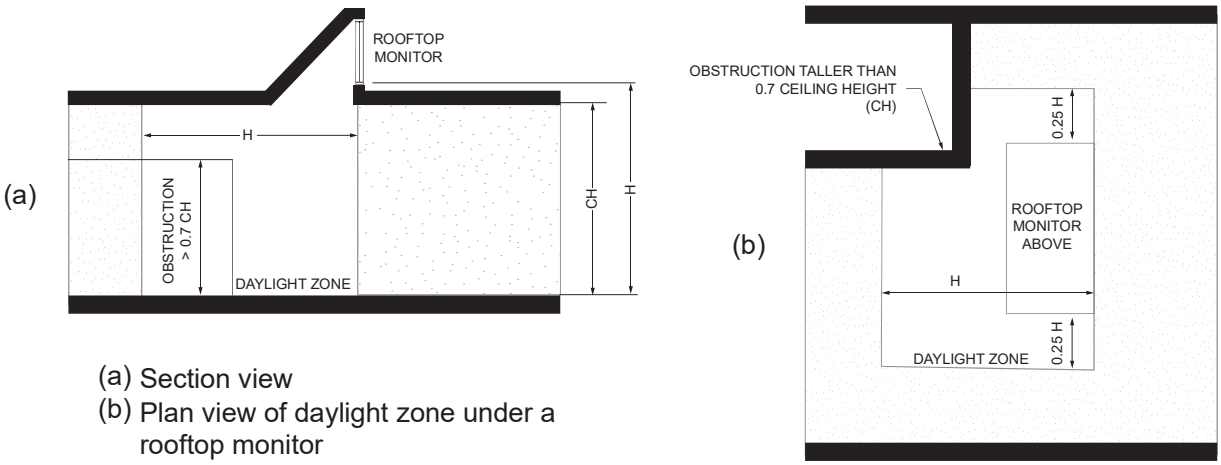


FIGURE C405.2.4.2(1)
PRIMARY AND SECONDARY SIDELIT DAYLIGHT ZONES



(a) Section view
(b) Plan view of daylight zone under a rooftop monitor

FIGURE C405.2.4.2(2)
DAYLIGHT ZONE UNDER A ROOFTOP MONITOR



(a) Section view
(b) Plan view of daylight zone under a rooftop monitor

FIGURE C405.2.4.2(3)
DAYLIGHT ZONE UNDER A SLOPED ROOFTOP MONITOR

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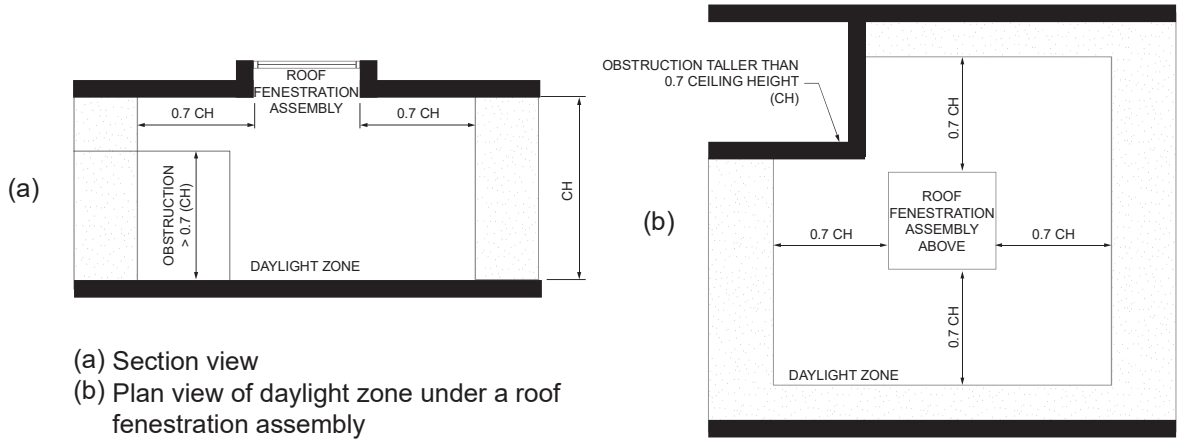
C405.2.4.3 Toplit daylight zone. The *toplit daylight zone* is the floor area underneath a roof fenestration assembly that complies with all of the following:

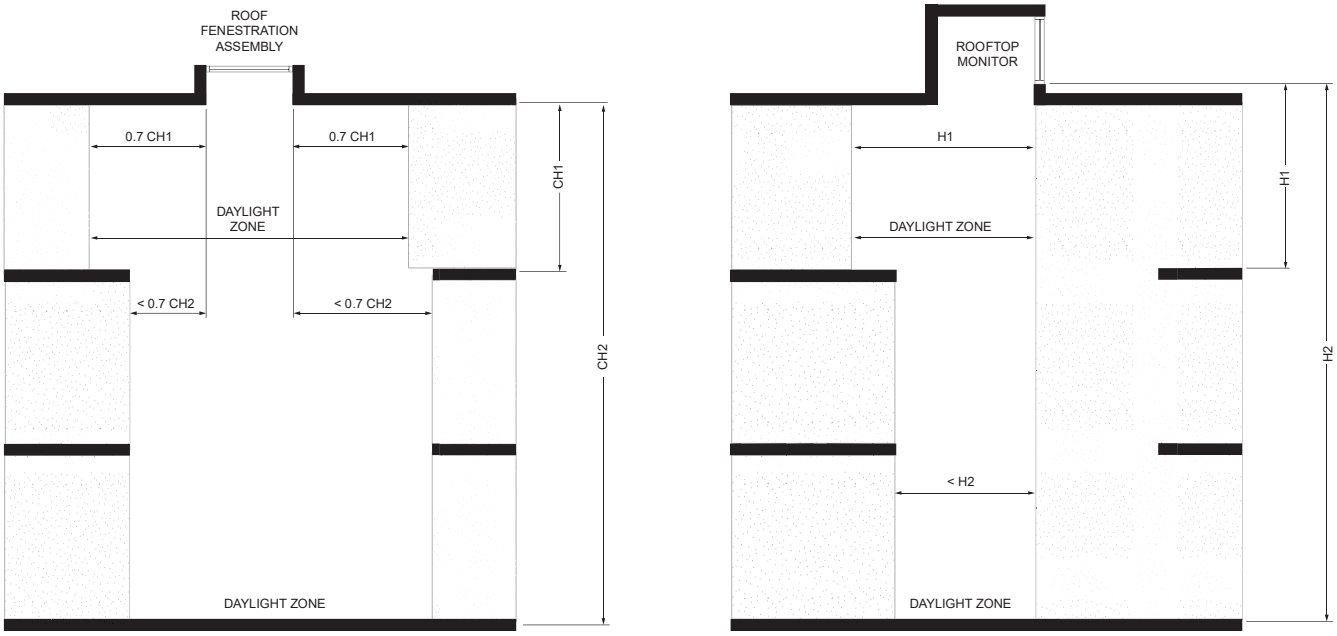
1. The toplit daylight zone shall extend laterally and longitudinally beyond the edge of the roof fenestration assembly to the nearest obstruction that is taller than 0.7 times the ceiling height, or up to 0.7 times the ceiling height, whichever is less, as indicated in Figure C405.2.4.3.
2. Direct sunlight is not blocked from hitting the roof fenestration assembly at the peak solar angle on the summer solstice by buildings or geological formations.
3. The product of the visible transmittance of the roof fenestration assembly and the area of the rough opening of the roof fenestration assembly divided by the area of the *toplit* zone is not less than 0.008.

C405.2.4.4 Atriums. Daylight zones at atrium spaces shall be established at the top floor surrounding the atrium and at the floor of the atrium space, and not on intermediate floors, as indicated in Figure C405.2.4.4.



(a) Section view
(b) Plan view of daylight zone under a roof fenestration assembly

FIGURE C405.2.4.3
TOPLIT DAYLIGHT ZONE



(a) Section view of roof fenestration assembly at atrium

(b) Section view of roof monitor at atrium

C405.2.4.4
DAYLIGHT ZONES AT A MULTISTORY ATRIUM

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C405.2.5 Specific application controls. Specific application controls shall be provided for the following:

1. The following lighting shall be controlled by an occupant sensor complying with Section C405.2.1.1 or a time-switch control complying with Section C405.2.2.1. In addition, a manual control shall be provided to control such lighting separately from the general lighting in the space:
   1.1. Luminaires for which additional lighting power is claimed in accordance with Section C405.3.2.2.1.
   1.2. Display and accent.
   1.3. Lighting in display cases.
   1.4. Supplemental task lighting, including permanently installed under-shelf or under-cabinet lighting.
   1.5. Lighting equipment that is for sale or demonstration in lighting education.
   1.6. Display lighting for exhibits in galleries, museums and monuments that is in addition to *general lighting*.
2. *Sleeping units* shall have control devices or systems that are configured to automatically switch off all permanently installed luminaires and switched receptacles within 20 minutes after all occupants have left the unit.

   Exceptions:

   1. Lighting and switched receptacles controlled by card key controls.
   2. Spaces where patient care is directly provided.
3. Permanently installed luminaires within *dwelling units* shall be provided with controls complying with Section C405.2.1.1 or C405.2.3.1.
4. Lighting for nonvisual applications, such as plant growth and food warming, shall be controlled by a time switch control complying with Section C405.2.2.1 that is independent of the controls for other lighting within the room or space.
5. Task lighting for medical and dental purposes that is in addition to *general lighting* shall be provided with a *manual control*.

C405.2.6 Manual controls. Where required by this code, manual controls for lights shall comply with the following:

1. They shall be in a location with *ready access* to occupants.
2. They shall be located where the controlled lights are visible, or shall identify the area served by the lights and indicate their status.

C405.2.7 Exterior lighting controls. Exterior lighting systems shall be provided with controls that comply with Sections C405.2.7.1 through C405.2.7.4.

Exceptions:

1. Lighting for covered vehicle entrances and exits from buildings and parking structures where required for eye adaptation.
2. Lighting controlled from within dwelling units.

C405.2.7.1 Daylight shutoff. Lights shall be automatically turned off when daylight is present and satisfies the lighting needs.

C405.2.7.2 Building facade and landscape lighting. Building facade and landscape lighting shall automatically shut off from not later than 1 hour after business closing to not earlier than 1 hour before business opening.

C405.2.7.3 Lighting setback. Lighting that is not controlled in accordance with Section C405.2.7.2 shall comply with the following:

1. Be controlled so that the total wattage of such lighting is automatically reduced by not less than 50 percent by selectively switching off or dimming luminaires at one of the following times:
   1.1. From not later than midnight to not earlier than 6 a.m.
   1.2. From not later than one hour after business closing to not earlier than one hour before business opening.
   1.3. During any time where activity has not been detected for 15 minutes or more.
2. Luminaires serving outdoor parking areas and having a rated input wattage of greater than 78 watts and a mounting height of 24 feet (7315 mm) or less above the ground shall be controlled so that the total wattage of such lighting is automatically reduced by not less than 50 percent during any time where activity has not been detected for 15 minutes or more. Not more than 1,500 watts of lighting power shall be controlled together.

C405.2.7.4 Exterior time-switch control function. Time-switch controls for exterior lighting shall comply with the following:

1. They shall have a clock capable of being programmed for not fewer than 7 days.
2. They shall be capable of being set for seven different day types per week.
3. They shall incorporate an automatic holiday setback feature.

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4. They shall have program backup capabilities that prevent the loss of program and time settings for a period of not less than 10 hours in the event that power is interrupted.

C405.2.8 Parking garage lighting control. Parking garage lighting shall be controlled by an *occupant sensor* complying with Section C405.2.1.1 or a *time-switch control* complying with Section C405.2.2.1. Additional lighting controls shall be provided as follows:

1. Lighting power of each luminaire shall be automatically reduced by not less than 30 percent when there is no activity detected within a lighting zone for 20 minutes. Lighting zones for this requirement shall be not larger than 3,600 square feet (334.5 m^2).

   Exception: Lighting zones provided with less than 1.5 footcandles of illumination on the floor at the darkest point with all lights on are not required to have automatic light-reduction controls.

2. Where lighting for eye adaptation is provided at covered vehicle entrances and exits from buildings and parking structures, such lighting shall be separately controlled by a device that automatically reduces lighting power by at least 50 percent from sunset to sunrise.
3. The power to luminaires within 20 feet (6096 mm) of perimeter wall openings shall automatically reduce in response to daylight by at least 50 percent.

Exceptions:

1. Where the opening-to-wall ratio is less than 40 percent as viewed from the interior and encompassing the vertical distance from the driving surface to the lowest structural element.
2. Where the distance from the opening to any exterior daylight blocking obstruction is less than one-half the height from the bottom of the opening or fenestration to the top of the obstruction.
3. Where openings are obstructed by permanent screens or architectural elements restricting daylight entering the interior space.

C405.3 Interior lighting power requirements. A building complies with this section where its total connected interior lighting power calculated under Section C405.3.1 is not greater than the interior lighting power allowance calculated under Section C405.3.2.

C405.3.1 Total connected interior lighting power. The total connected interior lighting power shall be determined in accordance with Equation 4-10.

$$TCLP = [LVL + BLL + LED + TRK + \text{Other}] \quad \textbf{(Equation 4-10)}$$

where:

TCLP = Total connected lighting power (watts).

LVL = For luminaires with lamps connected directly to building power, such as line voltage lamps, the rated wattage of the lamp.

BLL = For luminaires incorporating a ballast or transformer, the rated input wattage of the ballast or transformer when operating that lamp.

LED = For light-emitting diode luminaires with either integral or remote drivers, the rated wattage of the luminaire.

TRK = For lighting track, cable conductor, rail conductor, and plug-in busway systems that allow the addition and relocation of luminaires without rewiring, the wattage shall be one of the following:

1. The specified wattage of the luminaires, but not less than 8 W per linear foot (25 W/lin m).
2. The wattage limit of the permanent current-limiting devices protecting the system.
3. The wattage limit of the transformer supplying the system.

Other = The wattage of all other luminaires and lighting sources not covered previously and associated with interior lighting verified by data supplied by the manufacturer or other *approved* sources.

The connected power associated with the following lighting equipment and applications is not included in calculating total connected lighting power.

1. Television broadcast lighting for playing areas in sports arenas.
2. Emergency lighting automatically off during normal building operation.
3. Lighting in spaces specifically designed for use by occupants with special lighting needs, including those with visual impairment and other medical and age-related issues.
4. Casino gaming areas.
5. Mirror lighting in dressing rooms.
6. Task lighting for medical and dental purposes that is in addition to general lighting.
7. Display lighting for exhibits in galleries, museums and monuments that is in addition to general lighting.
8. Lighting for theatrical purposes, including performance, stage, film production and video production.
9. Lighting for photographic processes.

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10. Lighting integral to equipment or instrumentation and installed by the manufacturer.
11. Task lighting for plant growth or maintenance.
12. Advertising signage or directional signage.
13. Lighting for food warming.
14. Lighting equipment that is for sale.
15. Lighting demonstration equipment in lighting education facilities.
16. Lighting approved because of safety considerations.
17. Lighting in retail display windows, provided that the display area is enclosed by ceiling-height partitions.
18. Furniture-mounted supplemental task lighting that is controlled by automatic shutoff.
19. Exit signs.
20. Antimicrobial lighting used for the sole purpose of disinfecting a space.

C405.3.2 Interior lighting power allowance. The total interior lighting power allowance (watts) for an entire building shall be determined according to Table C405.3.2(1) using the Building Area Method or Table C405.3.2(2) using the Space-by-Space Method. The interior lighting power allowance for projects that involve only portions of a building shall be determined according to Table C405.3.2(2) using the Space-by-Space Method. Buildings with unfinished spaces shall use the Space-by-Space Method.

TABLE C405.3.2(1)
INTERIOR LIGHTING POWER ALLOWANCES: BUILDING AREA METHOD

BUILDING AREA TYPE	LPD (watts/ft^2)
Automotive facility	0.75
Convention center	0.64
Courthouse	0.79
Dining: bar lounge/leisure	0.80
Dining: cafeteria/fast food	0.76
Dining: family	0.71
Dormitory[a, b]	0.53
Exercise center	0.72
Fire station[a]	0.56
Gymnasium	0.76
Health care clinic	0.81
Hospital[a]	0.96
Hotel/Motel[a, b]	0.56
Library	0.83
Manufacturing facility	0.82
Motion picture theater	0.44
Multiple-family[c]	0.45
Museum	0.55
Office	0.64

(continued)

TABLE C405.3.2(1)—continued
INTERIOR LIGHTING POWER ALLOWANCES: BUILDING AREA METHOD

BUILDING AREA TYPE	LPD (watts/ft^2)
Parking garage	0.18
Penitentiary	0.69
Performing arts theater	0.84
Police station	0.66
Post office	0.65
Religious building	0.67
Retail	0.84
School/university	0.72
Sports arena	0.76
Town hall	0.69
Transportation	0.50
Warehouse	0.45
Workshop	0.91

For SI: 1 watt per square foot = 10.76 w/m^2.

a. Where sleeping units are excluded from lighting power calculations by application of Section R404.1, neither the area of the sleeping units nor the wattage of lighting in the sleeping units is counted.

b. Where dwelling units are excluded from lighting power calculations by application of Section R404.1, neither the area of the dwelling units nor the wattage of lighting in the dwelling units is counted.

c. Dwelling units are excluded. Neither the area of the dwelling units nor the wattage of lighting in the dwelling units is counted.

TABLE C405.3.2(2)
INTERIOR LIGHTING POWER ALLOWANCES: SPACE-BY-SPACE METHOD

COMMON SPACE TYPES[a]	LPD (watts/ft^2)
Atrium	
Less than 40 feet in height	0.48
Greater than 40 feet in height	0.60
Audience seating area	
In an auditorium	0.61
In a gymnasium	0.23
In a motion picture theater	0.27
In a penitentiary	0.67
In a performing arts theater	1.16
In a religious building	0.72
In a sports arena	0.33
Otherwise	0.33
Banking activity area	0.61
Breakroom (See Lounge/breakroom)	
Classroom/lecture hall/training room	
In a penitentiary	0.89
Otherwise	0.71
Computer room, data center	0.94
Conference/meeting/multipurpose room	0.97
Copy/print room	0.31

(continued)

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TABLE C405.3.2(2)—continued
INTERIOR LIGHTING POWER ALLOWANCES: SPACE-BY-SPACE METHOD

COMMON SPACE TYPES[a]	LPD (watts/ft²)
Corridor	
In a facility for the visually impaired (and not used primarily by the staff)[b]	0.71
In a hospital	0.71
Otherwise	0.41
Courtroom	1.20
Dining area	
In bar/lounge or leisure dining	0.86
In cafeteria or fast food dining	0.40
In a facility for the visually impaired (and not used primarily by the staff)[b]	1.27
In family dining	0.60
In a penitentiary	0.42
Otherwise	0.43
Electrical/mechanical room	0.43
Emergency vehicle garage	0.52
Food preparation area	1.09
Guestroom[c, d]	0.41
Laboratory	
In or as a classroom	1.11
Otherwise	1.33
Laundry/washing area	0.53
Loading dock, interior	0.88
Lobby	
For an elevator	0.65
In a facility for the visually impaired (and not used primarily by the staff)[b]	1.69
In a hotel	0.51
In a motion picture theater	0.23
In a performing arts theater	1.25
Otherwise	0.84
Locker room	0.52
Lounge/breakroom	
In a healthcare facility	0.42
Otherwise	0.59
Office	
Enclosed	0.74
Open plan	0.61
Parking area, interior	0.15
Pharmacy area	1.66
Restroom	
In a facility for the visually impaired (and not used primarily by the staff[b]	1.26
Otherwise	0.63
Sales area	1.05

TABLE C405.3.2(2)—continued
INTERIOR LIGHTING POWER ALLOWANCES: SPACE-BY-SPACE METHOD

COMMON SPACE TYPES[a]	LPD (watts/ft²)
Seating area, general	0.23
Stairwell	0.49
Storage room	0.38
Vehicular maintenance area	0.60
Workshop	1.26
BUILDING TYPE SPECIFIC SPACE TYPES[a]	**LPD (watts/ ft²)**
Automotive (see Vehicular maintenance area)	
Convention Center—exhibit space	0.61
Dormitory—living quarters[c, d]	0.50
Facility for the visually impaired[b]	
In a chapel (and not used primarily by the staff)	0.70
In a recreation room (and not used primarily by the staff)	1.77
Fire Station—sleeping quarters[c]	0.23
Gymnasium/fitness center	
In an exercise area	0.90
In a playing area	0.85
Healthcare facility	
In an exam/treatment room	1.40
In an imaging room	0.94
In a medical supply room	0.62
In a nursery	0.92
In a nurse's station	1.17
In an operating room	2.26
In a patient room[c]	0.68
In a physical therapy room	0.91
In a recovery room	1.25
Library	
In a reading area	0.96
In the stacks	1.18
Manufacturing facility	
In a detailed manufacturing area	0.80
In an equipment room	0.76
In an extra-high-bay area (greater than 50 feet floor-to-ceiling height)	1.42
In a high-bay area (25–50 feet floor-to-ceiling height)	1.24
In a low-bay area (less than 25 feet floor-to-ceiling height)	0.86
Museum	
In a general exhibition area	0.31
In a restoration room	1.10
Performing arts theater—dressing room	0.41
Post office—sorting area	0.76

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TABLE C405.3.2(2)—continued
INTERIOR LIGHTING POWER ALLOWANCES: SPACE-BY-SPACE METHOD

COMMON SPACE TYPES[a]	LPD (watts/ft²)
Religious buildings	
In a fellowship hall	0.54
In a worship/pulpit/choir area	0.85
Retail facilities	
In a dressing/fitting room	0.51
In a mall concourse	0.82
Sports arena—playing area	
For a Class I facility[e]	2.94
For a Class II facility[f]	2.01
For a Class III facility[g]	1.30
For a Class IV facility[h]	0.86
Transportation facility	
At a terminal ticket counter	0.51
In a baggage/carousel area	0.39
In an airport concourse	0.25
Warehouse—storage area	
For medium to bulky, palletized items	0.33
For smaller, hand-carried items	0.69

For SI: 1 foot = 304.8 mm, 1 watt per square foot = 10.76 w/m^2.

a. In cases where both a common space type and a building area specific space type are listed, the building area specific space type shall apply.
b. A 'Facility for the Visually Impaired' is a facility that is licensed or will be licensed by local or state authorities for senior long-term care, adult daycare, senior support or people with special visual needs.
c. Where sleeping units are excluded from lighting power calculations by application of Section R404.1, neither the area of the sleeping units nor the wattage of lighting in the sleeping units is counted.
d. Where dwelling units are excluded from lighting power calculations by application of Section R404.1, neither the area of the dwelling units nor the wattage of lighting in the dwelling units is counted.
e. Class I facilities consist of professional facilities; and semiprofessional, collegiate, or club facilities with seating for 5,000 or more spectators.
f. Class II facilities consist of collegiate and semiprofessional facilities with seating for fewer than 5,000 spectators; club facilities with seating for between 2,000 and 5,000 spectators; and amateur league and high school facilities with seating for more than 2,000 spectators.
g. Class III facilities consist of club, amateur league and high school facilities with seating for 2,000 or fewer spectators.
h. Class IV facilities consist of elementary school and recreational facilities; and amateur league and high school facilities without provision for spectators.

C405.3.2.1 Building Area Method. For the Building Area Method, the interior lighting power allowance is calculated as follows:

1. For each building area type inside the building, determine the applicable building area type and the allowed lighting power density for that type from Table C405.3.2(1). For building area types not listed, select the building area type that most closely represents the use of that area. For the purposes of this method, an "area" shall be defined as all contiguous spaces that accommodate or are associated with a single building area type.
2. Determine the floor area for each building area type listed in Table C405.3.2(1) and multiply this area by the applicable value from Table C405.3.2(1) to determine the lighting power (watts) for each building area type.
3. The total interior lighting power allowance (watts) for the entire building is the sum of the lighting power from each building area type.

C405.3.2.2 Space-by-Space Method. Where a building has unfinished spaces, the lighting power allowance for the unfinished spaces shall be the total connected lighting power for those spaces, or 0.2 watts per square foot (10.76 w/m^2), whichever is less. For the Space-by-Space Method, the interior lighting power allowance is calculated as follows:

1. For each space enclosed by partitions that are not less than 80 percent of the ceiling height, determine the applicable space type from Table C405.3.2(2). For space types not listed, select the space type that most closely represents the proposed use of the space. Where a space has multiple functions, that space may be divided into separate spaces.
2. Determine the total floor area of all the spaces of each space type and multiply by the value for the space type in Table C405.3.2(2) to determine the lighting power (watts) for each space type.
3. The total interior lighting power allowance (watts) shall be the sum of the lighting power allowances for all space types.

C405.3.2.2.1 Additional interior lighting power. Where using the Space-by-Space Method, an increase in the interior lighting power allowance is permitted for specific lighting functions. Additional power shall be permitted only where the specified lighting is installed and controlled in accordance with Section C405.2.5. This additional power shall be used only for the specified luminaires and shall not be used for any other purpose. An increase in the interior lighting power allowance is permitted in the following cases:

1. For lighting equipment to be installed in sales areas specifically to highlight merchandise, the additional lighting power shall be determined in accordance with Equation 4-11.

   Additional interior lighting power allowance = 1000 W + (Retail Area 1 × 0.45 W/ft^2) + (Retail Area 2 × 0.45W/ft^2) + (Retail Area 3 × 1.05 W/ft^2) + (Retail Area 4 × 1.87 W/ft^2)

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For SI units:

Additional interior lighting power allowance = 1000 W + (Retail Area 1 × 4.8 W/m^2) + (Retail Area 2 × 4.84 W/m^2) + (Retail Area 3 × 11 W/m^2) + (Retail Area 4 × 20 W/m^2) **(Equation 4-11)**

where:

Retail Area 1 = The floor area for all products not listed in Retail Area 2, 3 or 4.

Retail Area 2 = The floor area used for the sale of vehicles, sporting goods and small electronics.

Retail Area 3 = The floor area used for the sale of furniture, clothing, cosmetics and artwork.

Retail Area 4 = The floor area used for the sale of jewelry, crystal and china.

Exception: Other merchandise categories are permitted to be included in Retail Areas 2 through 4, provided that justification documenting the need for additional lighting power based on visual inspection, contrast or other critical display is approved by the code official.

2. For spaces in which lighting is specified to be installed in addition to the general lighting for the purpose of decorative appearance or for highlighting art or exhibits, provided that the additional lighting power shall be not more than 0.9 W/ft^2 (9.7 W/m^2) in lobbies and not more than 0.75 W/ft^2 (8.1 W/m^2) in other spaces.

C405.4 Lighting for plant growth and maintenance. Not less than 95 percent of the permanently installed luminaires used for plant growth and maintenance shall have a photon efficiency of not less than 1.6 µmol/J as defined in accordance with ANSI/ASABE S640.

C405.5 Exterior lighting power requirements. The total connected exterior lighting power calculated in accordance with Section C405.5.1 shall be not greater than the exterior lighting power allowance calculated in accordance with Section C405.5.2.

C405.5.1 Total connected exterior building exterior lighting power. The total exterior connected lighting power shall be the total maximum rated wattage of all lighting that is powered through the energy service for the building.

Exception: Lighting used for the following applications shall not be included.

1. Lighting *approved* because of safety considerations.
2. Emergency lighting automatically off during normal business operation.
3. Exit signs.
4. Specialized signal, directional and marker lighting associated with transportation.
5. Advertising signage or directional signage.
6. Integral to equipment or instrumentation and installed by its manufacturer.
7. Theatrical purposes, including performance, stage, film production and video production.
8. Athletic playing areas.
9. Temporary lighting.
10. Industrial production, material handling, transportation sites and associated storage areas.
11. Theme elements in theme/amusement parks.
12. Used to highlight features of art, public monuments and the national flag.
13. Lighting for water features and swimming pools.
14. Lighting controlled from within dwelling units, where the lighting complies with Section R404.1.

C405.5.2 Exterior lighting power allowance. The exterior lighting power allowance (watts) is calculated as follows:

1. Determine the Lighting Zone (LZ) for the building according to Table C405.5.2(1), unless otherwise specified by the code official.
2. For each exterior area that is to be illuminated by lighting that is powered through the energy service for the building, determine the applicable area type from Table C405.5.2(2). For area types not listed, select the area type that most closely represents the proposed use of the area.
3. Determine the total area or length of each area type and multiply by the value for the area type in Table C405.5.2(2) to determine the lighting power (watts) allowed for each area type.
4. The total exterior lighting power allowance (watts) is the sum of the base site allowance determined according to Table C405.5.2(2), plus the watts from each area type.

TABLE C405.5.2(1)
EXTERIOR LIGHTING ZONES

LIGHTING ZONE	DESCRIPTION
1	Developed areas of national parks, state parks, forest land, and rural areas
2	Areas predominantly consisting of residential zoning, neighborhood business districts, light industrial with limited nighttime use and residential mixed-use areas
3	All other areas not classified as lighting zone 1, 2 or 4
4	High-activity commercial districts in major metropolitan areas as designated by the local land use planning authority

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TABLE C405.5.2(2)
LIGHTING POWER ALLOWANCES FOR BUILDING EXTERIORS

	LIGHTING ZONES			
	Zone 1	Zone 2	Zone 3	Zone 4
Base Site Allowance	350 W	400 W	500 W	900 W
Uncovered Parking Areas				
Parking areas and drives	0.03 W/ft^2	0.04 W/ft^2	0.06 W/ft^2	0.08 W/ft^2
Building Grounds				
Walkways and ramps less than 10 feet wide	0.50 W/linear foot	0.50 W/linear foot	0.60 W/linear foot	0.70 W/linear foot
Walkways and ramps 10 feet wide or greater, plaza areas, special feature areas	0.10 W/ft^2	0.10 W/ft^2	0.11 W/ft^2	0.14 W/ft^2
Dining areas	0.65 W/ft^2	0.65 W/ft^2	0.75 W/ft^2	0.95 W/ft^2
Stairways	0.60 W/ft^2	0.70 W/ft^2	0.70 W/ft^2	0.70 W/ft^2
Pedestrian tunnels	0.12 W/ft^2	0.12 W/ft^2	0.14 W/ft^2	0.21 W/ft^2
Landscaping	0.03 W/ft^2	0.04 W/ft^2	0.04 W/ft^2	0.04 W/ft^2
Building Entrances and Exits				
Pedestrian and vehicular entrances and exits	14 W/linear foot of opening	14 W/linear foot of opening	21 W/linear foot of opening	21 W/linear foot of opening
Entry canopies	0.20 W/ft^2	0.25 W/ft^2	0.40 W/ft^2	0.40 W/ft^2
Loading docks	0.35 W/ft^2	0.35 W/ft^2	0.35 W/ft^2	0.35 W/ft^2
Sales Canopies				
Free-standing and attached	0.40 W/ft^2	0.40 W/ft^2	0.60 W/ft^2	0.70 W/ft^2
Outdoor Sales				
Open areas (including vehicle sales lots)	0.20 W/ft^2	0.20 W/ft^2	0.35 W/ft^2	0.50 W/ft^2
Street frontage for vehicle sales lots in addition to “open area” allowance	No allowance	7 W/linear foot	7 W/linear foot	21 W/linear foot

For SI: 1 foot = 304.8 mm, 1 watt per square foot = W/0.0929 m^2.
W = watts.

TABLE C405.5.2(3)
INDIVIDUAL LIGHTING POWER ALLOWANCES FOR BUILDING EXTERIORS

	LIGHTING ZONES			
	Zone 1	Zone 2	Zone 3	Zone 4
Building facades	No allowance	0.075 W/ft^2 of gross above-grade wall area	0.113 W/ft^2 of gross above-grade wall area	0.15 W/ft^2 of gross above-grade wall area
Automated teller machines (ATM) and night depositories	135 W per location plus 45 W per additional ATM per location			
Uncovered entrances and gate-house inspection stations at guarded facilities	0.50 W/ft^2 of area			
Uncovered loading areas for law enforcement, fire, ambulance and other emergency service vehicles	0.35 W/ft^2 of area			
Drive-up windows and doors	200 W per drive through			
Parking near 24-hour retail entrances.	400 W per main entry			

For SI: For SI: 1 watt per square foot = W/0.0929 m^2.
W = watts.

C405.5.2.1 Additional exterior lighting power. Additional exterior lighting power allowances are available for the specific lighting applications listed in Table C405.5.2(3). These additional power allowances shall be used only for the luminaires serving these specific applications and shall not be used to increase any other lighting power allowance.

C405.5.3 Gas lighting. Gas-fired lighting appliances shall not be equipped with continuously burning pilot ignition systems.

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C405.6 Dwelling electrical meter. Each dwelling unit located in a Group R-2 building shall have a separate electrical meter.

C405.7 Electrical transformers. Low-voltage dry-type distribution electric transformers shall meet the minimum efficiency requirements of Table C405.7 as tested and rated in accordance with the test procedure listed in DOE 10 CFR 431. The efficiency shall be verified through certification under an approved certification program or, where a certification program does not exist, the equipment efficiency ratings shall be supported by data furnished by the transformer manufacturer.

Exceptions: The following transformers are exempt:

1. Transformers that meet the *Energy Policy Act of 2005* exclusions based on the DOE 10 CFR 431 definition of special purpose applications.
2. Transformers that meet the *Energy Policy Act of 2005* exclusions that are not to be used in general purpose applications based on information provided in DOE 10 CFR 431.
3. Transformers that meet the *Energy Policy Act of 2005* exclusions with multiple voltage taps where the highest tap is not less than 20 percent more than the lowest tap.
4. Drive transformers.
5. Rectifier transformers.
6. Auto-transformers.
7. Uninterruptible power system transformers.
8. Impedance transformers.
9. Regulating transformers.
10. Sealed and nonventilating transformers.
11. Machine tool transformers.
12. Welding transformers.
13. Grounding transformers.
14. Testing transformers.

TABLE C405.7
MINIMUM NOMINAL EFFICIENCY LEVELS FOR DOE 10 CFR 431 LOW-VOLTAGE DRY-TYPE DISTRIBUTION TRANSFORMERS

SINGLE-PHASE TRANSFORMERS		THREE-PHASE TRANSFORMERS	
kVA[a]	Efficiency (%)[b]	kVA[a]	Efficiency (%)[b]
15	97.70	15	97.89
25	98.00	30	98.23
37.5	98.20	45	98.40
50	98.30	75	98.60
75	98.50	112.5	98.74
100	98.60	150	98.83
167	98.70	225	98.94
250	98.80	300	99.02
333	98.90	500	99.14
—	—	750	99.23
—	—	1000	99.28

a. kiloVolt-Amp rating.

b. Nominal efficiencies shall be established in accordance with the DOE 10 CFR 431 test procedure for low-voltage dry-type transformers.

C405.8 Electric motors. Electric motors shall meet the minimum efficiency requirements of Tables C405.8(1) through C405.8(4) when tested and rated in accordance with the DOE 10 CFR 431. The efficiency shall be verified through certification under an approved certification program or, where a certification program does not exist, the equipment efficiency ratings shall be supported by data furnished by the motor manufacturer.

Exception: The standards in this section shall not apply to the following exempt electric motors:

1. Air-over electric motors.
2. Component sets of an electric motor.
3. Liquid-cooled electric motors.
4. Submersible electric motors.
5. Inverter-only electric motors.

C405.9 Vertical and horizontal transportation systems and equipment. Vertical and horizontal transportation systems and equipment shall comply with this section.

C405.9.1 Elevator cabs. For the luminaires in each elevator cab, not including signals and displays, the sum of the lumens divided by the sum of the watts shall be not less than 35 lumens per watt. Ventilation fans in elevators that do not have their own air-conditioning system shall not consume more than 0.33 watts/cfm at the maximum rated speed of the fan. Controls shall be provided that will de-energize ventilation fans and lighting systems when the elevator is stopped, unoccupied and with its doors closed for over 15 minutes.

C405.9.2 Escalators and moving walks. Escalators and moving walks shall comply with ASME A17.1/CSA B44 and shall have automatic controls that reduce speed as permitted in accordance with ASME A17.1/CSA B44 and applicable local code.

Exception: A variable voltage drive system that reduces operating voltage in response to light loading conditions is an alternative to the reduced speed function.

C405.9.2.1 Energy recovery. Escalators shall be designed to recover electrical energy when resisting overspeed in the down direction.

C405.10 Voltage drop. The total *voltage drop* across the combination of customer-owned service conductors, feeder conductors and branch circuit conductors shall not exceed 5 percent.

C405.11 Automatic receptacle control. The following shall have automatic receptacle control complying with Section C405.11.1:

1. At least 50 percent of all 125V, 15- and 20-amp receptacles installed in enclosed offices, conference rooms, rooms used primarily for copy or print functions, breakrooms, classrooms and individual workstations, including those installed in

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modular partitions and module office workstation systems.

2. At least 25 percent of branch circuit feeders installed for modular furniture not shown on the construction documents.

C405.11.1 Automatic receptacle control function. Automatic receptacle controls shall comply with the following:

1. Either split controlled receptacles shall be provided with the top receptacle controlled, or a controlled receptacle shall be located within 12 inches (304.8 mm) of each uncontrolled receptacle.

TABLE C405.8(1)
MINIMUM NOMINAL FULL-LOAD EFFICIENCY FOR NEMA DESIGN A, NEMA DESIGN B, AND IEC DESIGN N MOTORS (EXCLUDING FIRE PUMP) ELECTRIC MOTORS AT 60 HZ[a, b]

MOTOR HORSEPOWER (STANDARD KILOWATT EQUIVALENT)	NOMINAL FULL-LOAD EFFICIENCY (%) AS OF JUNE 1, 2016							
	2 Pole		4 Pole		6 Pole		8 Pole	
	Enclosed	Open	Enclosed	Open	Enclosed	Open	Enclosed	Open
1 (0.75)	77.0	77.0	85.5	85.5	82.5	82.5	75.5	75.5
1.5 (1.1)	84.0	84.0	86.5	86.5	87.5	86.5	78.5	77.0
2 (1.5)	85.5	85.5	86.5	86.5	88.5	87.5	84.0	86.5
3 (2.2)	86.5	85.5	89.5	89.5	89.5	88.5	85.5	87.5
5 (3.7)	88.5	86.5	89.5	89.5	89.5	89.5	86.5	88.5
7.5 (5.5)	89.5	88.5	91.7	91.0	91.0	90.2	86.5	89.5
10 (7.5)	90.2	89.5	91.7	91.7	91.0	91.7	89.5	90.2
15 (11)	91.0	90.2	92.4	93.0	91.7	91.7	89.5	90.2
20 (15)	91.0	91.0	93.0	93.0	91.7	92.4	90.2	91.0
25 (18.5)	91.7	91.7	93.6	93.6	93.0	93.0	90.2	91.0
30 (22)	91.7	91.7	93.6	94.1	93.0	93.6	91.7	91.7
40 (30)	92.4	92.4	94.1	94.1	94.1	94.1	91.7	91.7
50 (37)	93.0	93.0	94.5	94.5	94.1	94.1	92.4	92.4
60 (45)	93.6	93.6	95.0	95.0	94.5	94.5	92.4	93.0
75 (55)	93.6	93.6	95.4	95.0	94.5	94.5	93.6	94.1
100 (75)	94.1	93.6	95.4	95.4	95.0	95.0	93.6	94.1
125 (90)	95.0	94.1	95.4	95.4	95.0	95.0	94.1	94.1
150 (110)	95.0	94.1	95.8	95.8	95.8	95.4	94.1	94.1
200 (150)	95.4	95.0	96.2	95.8	95.8	95.4	94.5	94.1
250 (186)	95.8	95.0	96.2	95.8	95.8	95.8	95.0	95.0
300 (224)	95.8	95.4	96.2	95.8	95.8	95.8	—	—
350 (261)	95.8	95.4	96.2	95.8	95.8	95.8	—	—
400 (298)	95.8	95.8	96.2	95.8	—	—	—	—
450 (336)	95.8	96.2	96.2	96.2	—	—	—	—
500 (373)	95.8	96.2	96.2	96.2	—	—	—	—

a. Nominal efficiencies shall be established in accordance with DOE 10 CFR 431.

b. For purposes of determining the required minimum nominal full-load efficiency of an electric motor that has a horsepower or kilowatt rating between two horsepower or two kilowatt ratings listed in this table, each such motor shall be deemed to have a listed horsepower or kilowatt rating, determined as follows:

1. A horsepower at or above the midpoint between the two consecutive horsepowers shall be rounded up to the higher of the two horsepowers.
2. A horsepower below the midpoint between the two consecutive horsepowers shall be rounded down to the lower of the two horsepowers.
3. A kilowatt rating shall be directly converted from kilowatts to horsepower using the formula: 1 kilowatt = (1/0.746) horsepower. The conversion should be calculated to three significant decimal places, and the resulting horsepower shall be rounded in accordance with No. 1 or No. 2 above, as applicable.

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TABLE C405.8(2)
MINIMUM NOMINAL FULL-LOAD EFFICIENCY FOR NEMA DESIGN C AND IEC DESIGN H MOTORS AT 60 HZ[a, b]

MOTOR HORSEPOWER (STANDARD KILOWATT EQUIVALENT)	NOMINAL FULL-LOAD EFFICIENCY (%) AS OF JUNE 1, 2016					
	4 Pole		6 Pole		8 Pole	
	Enclosed	Open	Enclosed	Open	Enclosed	Open
1 (0.75)	85.5	85.5	82.5	82.5	75.5	75.5
1.5 (1.1)	86.5	86.5	87.5	86.5	78.5	77.0
2 (1.5)	86.5	86.5	88.5	87.5	84.0	86.5
3 (2.2)	89.5	89.5	89.5	88.5	85.5	87.5
5 (3.7)	89.5	89.5	89.5	89.5	86.5	88.5
7.5 (5.5)	91.7	91.0	91.0	90.2	86.5	89.5
10 (7.5)	91.7	91.7	91.0	91.7	89.5	90.2
15 (11)	92.4	93.0	91.7	91.7	89.5	90.2
20 (15)	93.0	93.0	91.7	92.4	90.2	91.0
25 (18.5)	93.6	93.6	93.0	93.0	90.2	91.0
30 (22)	93.6	94.1	93.0	93.6	91.7	91.7
40 (30)	94.1	94.1	94.1	94.1	91.7	91.7
50 (37)	94.5	94.5	94.1	94.1	92.4	92.4
60 (45)	95.0	95.0	94.5	94.5	92.4	93.0
75 (55)	95.4	95.0	94.5	94.5	93.6	94.1
100 (75)	95.4	95.4	95.0	95.0	93.6	94.1
125 (90)	95.4	95.4	95.0	95.0	94.1	94.1
150 (110)	95.8	95.8	95.8	95.4	94.1	94.1
200 (150)	96.2	95.8	95.8	95.4	94.5	94.1

a. Nominal efficiencies shall be established in accordance with DOE 10 CFR 431.

b. For purposes of determining the required minimum nominal full-load efficiency of an electric motor that has a horsepower or kilowatt rating between two horsepower or two kilowatt ratings listed in this table, each such motor shall be deemed to have a listed horsepower or kilowatt rating, determined as follows:

1. A horsepower at or above the midpoint between the two consecutive horsepowers shall be rounded up to the higher of the two horsepowers.
2. A horsepower below the midpoint between the two consecutive horsepowers shall be rounded down to the lower of the two horsepowers.
3. A kilowatt rating shall be directly converted from kilowatts to horsepower using the formula: 1 kilowatt = (1/0.746) horsepower. The conversion should be calculated to three significant decimal places, and the resulting horsepower shall be rounded in accordance with No. 1 or No. 2 above, as applicable.

TABLE C405.8(3)
MINIMUM AVERAGE FULL-LOAD EFFICIENCY POLYPHASE SMALL ELECTRIC MOTORS[a]

MOTOR HORSEPOWER	OPEN MOTORS			
	Number of Poles	2	4	6
	Synchronous Speed (RPM)	3600	1800	1200
0.25	—	65.6	69.5	67.5
0.33	—	69.5	73.4	71.4
0.50	—	73.4	78.2	75.3
0.75	—	76.8	81.1	81.7
1	—	77.0	83.5	82.5
1.5	—	84.0	86.5	83.8
2	—	85.5	86.5	N/A
3	—	85.5	86.9	N/A

N/A = Not Applicable.

a. Average full-load efficiencies shall be established in accordance with DOE 10 CFR 431.

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TABLE C405.8(4)
MINIMUM AVERAGE FULL-LOAD EFFICIENCY FOR CAPACITOR-START CAPACITOR-RUN AND CAPACITOR-START INDUCTION-RUN SMALL ELECTRIC MOTORS[a]

MOTOR HORSEPOWER	OPEN MOTORS			
	Number of Poles	2	4	6
	Synchronous Speed (RPM)	3600	1800	1200
0.25	—	66.6	68.5	62.2
0.33	—	70.5	72.4	66.6
0.50	—	72.4	76.2	76.2
0.75	—	76.2	81.8	80.2
1	—	80.4	82.6	81.1
1.5	—	81.5	83.8	N/A
2	—	82.9	84.5	N/A
3	—	84.1	N/A	N/A

N/A = Not Applicable.

a. Average full-load efficiencies shall be established in accordance with DOE 10 CFR 431.

2. One of the following methods shall be used to provide control:
   2.1. A scheduled basis using a time-of-day operated control device that turns receptacle power off at specific programmed times and can be programmed separately for each day of the week. The control device shall be configured to provide an independent schedule for each portion of the building of not more than 5,000 square feet (464.5 m^2) and not more than one floor. The occupant shall be able to manually override an area for not more than 2 hours. Any individual override switch shall control the receptacles of not more than 5,000 feet (1524 m).
   2.2. An occupant sensor control that shall turn off receptacles within 20 minutes of all occupants leaving a space.
   2.3. An automated signal from another control or alarm system that shall turn off receptacles within 20 minutes after determining that the area is unoccupied.
3. All controlled receptacles shall be permanently marked in accordance with NFPA 70 and be uniformly distributed throughout the space.
4. Plug-in devices shall not comply.

Exceptions: Automatic receptacle controls are not required for the following:

1. Receptacles specifically designated for equipment requiring continuous operation (24 hours per day, 365 days per year).
2. Spaces where an automatic control would endanger the safety or security of the room or building occupants.
3. Within a single modular office workstation, noncontrolled receptacles are permitted to be located more than 12 inches (304.8 mm), but not more than 72 inches (1828 mm) from the controlled receptacles serving that workstation.

C405.12 Energy monitoring. New buildings with a gross *conditioned floor area* of 25,000 square feet (2322 m^2) or larger shall be equipped to measure, monitor, record and report energy consumption data in compliance with Sections C405.12.1 through C405.12.5.

Exception: R-2 occupancies and individual tenant spaces are not required to comply with this section provided that the space has its own utility services and meters and has less than 5,000 square feet (464.5 m^2) of *conditioned floor area*.

C405.12.1 Electrical energy metering. For all electrical energy supplied to the building and its associated site, including but not limited to site lighting, parking, recreational facilities and other areas that serve the building and its occupants, meters or other measurement devices shall be provided to collect energy consumption data for each end-use category required by Section C405.12.2.

C405.12.2 End-use metering categories. Meters or other *approved* measurement devices shall be provided to collect energy use data for each end-use category indicated in Table C405.12.2. Where multiple meters are used to measure any end-use category, the data acquisition system shall total all of the energy used by that category. Not more than 5 percent of the measured load for each of the end-use categories indicated in Table C405.12.2 shall be permitted to be from a load that is not within that category.

Exceptions:

1. HVAC and water heating equipment serving only an individual dwelling unit shall not require end-use metering.
2. End-use metering shall not be required for fire pumps, stairwell pressurization fans or any system that operates only during testing or emergency.
3. End-use metering shall not be required for an individual tenant space having a floor area not greater than 2,500 square feet (232 m^2) where a dedicated source meter complying with Section C405.12.3 is provided.

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TABLE C405.12.2

ENERGY USE CATEGORIES

LOAD CATEGORY	DESCRIPTION OF ENERGY USE
Total HVAC system	Heating, cooling and ventilation, including but not limited to fans, pumps, boilers, chillers and water heating. Energy used by 120-volt equipment, or by 208/120-volt equipment that is located in a building where the main service is 480/277-volt power, is permitted to be excluded from total HVAC system energy use.
Interior lighting	Lighting systems located within the building.
Exterior lighting	Lighting systems located on the building site but not within the building.
Plug loads	Devices, appliances and equipment connected to convenience receptacle outlets.
Process load	Any single load that is not included in an HVAC, lighting or plug load category and that exceeds 5 percent of the peak connected load of the whole building, including but not limited to data centers, manufacturing equipment and commercial kitchens.
Building operations and other miscellaneous loads	The remaining loads not included elsewhere in this table, including but not limited to vertical transportation systems, automatic doors, motorized shading systems, ornamental fountains, ornamental fireplaces, swimming pools, in-ground spas and snow-melt systems.

C405.12.3 Meters. Meters or other measurement devices required by this section shall be configured to automatically communicate energy consumption data to the data acquisition system required by Section C405.12.4. Source meters shall be allowed to be any digital-type meter. Lighting, HVAC or other building systems that can monitor their energy consumption shall be permitted instead of meters. Current sensors shall be permitted, provided that they have a tested accuracy of ±2 percent. Required metering systems and equipment shall have the capability to provide at least hourly data that is fully integrated into the data acquisition system and graphical energy report in accordance with Sections C405.12.4 and C405.12.5.

C405.12.4 Data acquisition system. A data acquisition system shall have the capability to store the data from the required meters and other sensing devices for a minimum of 36 months. The data acquisition system shall have the capability to store real-time energy consumption data and provide hourly, daily, monthly and yearly logged data for each end-use category required by Section C405.12.2.

C405.12.5 Graphical energy report. A permanent and readily accessible reporting mechanism shall be provided in the building that is accessible by building operation and management personnel. The reporting mechanism shall have the capability to graphically provide the energy consumption for each end-use category required by Section C405.12.2 at least every hour, day, month and year for the previous 36 months.

SECTION C406
ADDITIONAL EFFICIENCY REQUIREMENTS

C406.1 Additional energy efficiency credit requirements. New buildings shall achieve a total of 10 credits from Tables C406.1(1) through C406.1(5) where the table is selected based on the use group of the building and from credit calculations as specified in relevant subsections of Section C406. Where a building contains multiple-use groups, credits from each use group shall be weighted by floor area of each group to determine the weighted average building credit. Credits from the tables or calculation shall be achieved where a building complies with one or more of the following:

1. More efficient HVAC performance in accordance with Section C406.2.
2. Reduced lighting power in accordance with Section C406.3.
3. Enhanced lighting controls in accordance with Section C406.4.
4. On-site supply of renewable energy in accordance with Section C406.5.
5. Provision of a dedicated outdoor air system for certain HVAC equipment in accordance with Section C406.6.
6. High-efficiency service water heating in accordance with Section C406.7.
7. Enhanced envelope performance in accordance with Section C406.8.
8. Reduced air infiltration in accordance with Section C406.9
9. Where not required by Section C405.12, include an energy monitoring system in accordance with Section C406.10.
10. Where not required by Section C403.2.3, include a fault detection and diagnostics (FDD) system in accordance with Section C406.11.
11. Efficient kitchen equipment in accordance with Section C406.12.

C406.1.1 Tenant spaces. Tenant spaces shall comply with sufficient options from Tables C406.1(1) through C406.1(5) to achieve a minimum number of 5 credits, where credits are selected from Section C406.2, C406.3, C406.4, C406.6, C406.7 or C406.10. Where the entire building complies using credits from Section C406.5, C406.8 or C406.9, tenant spaces shall be deemed to comply with this section.

Exception: Previously occupied tenant spaces that comply with this code in accordance with Section C501.

C406.2 More efficient HVAC equipment performance. Equipment shall exceed the minimum efficiency requirements listed in the tables in Section C403.3.2. *Variable refrigerant flow systems* listed in the energy efficiency provisions of ANSI/ASHRAE/IES 90.1 in accordance with Section C406.2.1, C406.2.2, C406.2.3 or C406.2.4 shall also meet applicable requirements of Section C403. Energy efficiency credits for heating shall be selected from Section

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C406.2.1 or C406.2.3 and energy efficiency credits for cooling shall be selected from Section C406.2.2, C406.2.4 or C406.2.5. Selected credits shall include a heating or cooling energy efficiency credit or both. Equipment not listed in Tables C403.3.2(1) through C403.3.2(9) and *variable refrigerant flow systems* not listed in the energy efficiency provisions of ANSI/ASHRAE/IES 90.1 shall be limited to 10 percent of the total building system capacity for heating equipment where selecting Section C406.2.1 or C406.2.3 and cooling equipment where selecting Section C406.2.2, C406.2.4 or C406.2.5.

C406.2.1 Five-percent heating efficiency improvement. Equipment shall exceed the minimum heating efficiency requirements by 5 percent.

C406.2.2 Five-percent cooling efficiency improvement. Equipment shall exceed the minimum cooling and heat rejection efficiency requirements by 5 percent. Where multiple cooling performance requirements are provided, the equipment shall exceed the annual energy requirement, including IEER, SEER and IPLV.

C406.2.3 Ten-percent heating efficiency improvement. Equipment shall exceed the minimum heating efficiency requirements by 10 percent.

C406.2.4 Ten-percent cooling efficiency improvement. Equipment shall exceed the minimum cooling and heat rejection efficiency requirements by 10 percent. Where multiple cooling performance requirements are provided, the equipment shall exceed the annual energy requirement, including IEER, SEER and IPLV.

C406.2.5 More than 10-percent cooling efficiency improvement. Where equipment exceeds the minimum annual cooling and heat rejection efficiency requirements by more than 10 percent, energy efficiency credits for cooling may be determined using Equation 4-12, rounded to the nearest whole number. Where multiple cooling performance requirements are provided, the equipment shall exceed the annual energy requirement, including IEER, SEER and IPLV.

$$EEC_{HEC} = EEC_{10}\,[1 + ((CEI - 10\text{ percent}) \div 10\text{ percent})] \quad \textbf{(Equation 4-12)}$$

TABLE C406.1(1)
ADDITIONAL ENERGY EFFICIENCY CREDITS FOR GROUP B OCCUPANCIES

SECTION	CLIMATE ZONE																
	0A & 1A	0B & 1B	2A	2B	3A	3B	3C	4A	4B	4C	5A	5B	5C	6A	6B	7	8
C406.2.1: 5% heating efficiency improvement	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	1	NA	NA	1	1	NA	1
C406.2.2: 5% cooling efficiency improvement	6	6	5	5	4	4	3	3	3	2	2	2	1	2	2	2	1
C406.2.3: 10% heating efficiency improvement	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	2	1	1	2	2	NA	1
C406.2.4: 10% cooling efficiency improvement	11	12	10	9	7	7	6	5	6	4	4	5	3	4	3	3	3
C406.3: Reduced lighting power	9	8	9	9	9	9	10	8	9	9	7	8	8	6	7	7	6
C406.4: Enhanced digital lighting controls	2	2	2	2	2	2	2	2	2	2	2	2	2	1	2	1	1
C406.5: On-site renewable energy	9	9	9	9	9	9	9	9	9	9	9	9	9	9	9	9	9
C406.6: Dedicated outdoor air	4	4	4	4	4	3	2	5	3	2	5	3	2	7	4	5	3
C406.7.2: Recovered or renewable water heating	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
C406.7.3: Efficient fossil fuel water heater	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
C406.7.4: Heat pump water heater	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
C406.8: Enhanced envelope performance	1	4	2	4	4	3	NA	7	4	5	10	7	6	11	10	14	16
C406.9: Reduced air infiltration	2	1	1	2	4	1	NA	8	2	3	11	4	1	15	8	11	6
C406.10: Energy monitoring	4	4	4	4	3	3	3	3	3	3	2	3	2	2	2	2	2
C406.11: Fault detection and diagnostics system	2	2	2	2	1	1	1	1	1	1	1	1	1	1	1	1	1

NA = Not Applicable.

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where:

EEC_{HEC} = Energy efficiency credits for cooling efficiency improvement.

EEC_{10} = Section C406.2.4 credits from Tables C406.1(1) through C406.1(5).

CEI = The lesser of: the improvement above minimum cooling and heat rejection efficiency requirements or 15 percent.

C406.3 Reduced lighting power. Buildings shall comply with Section C406.3.1 or C406.3.2, and dwelling units and sleeping units within the building shall comply with Section C406.3.3.

C406.3.1 Reduced lighting power by more than 10 percent. The total connected interior lighting power calculated in accordance with Section C405.3.1 shall be less than 90 percent of the total lighting power allowance calculated in accordance with Section C405.3.2.

C406.3.2 Reduced lighting power by more than 15 percent. Where the total connected interior lighting power calculated in accordance with Section C405.3.1 is less than 85 percent of the total lighting power allowance calculated in accordance with Section C405.3.2, additional energy efficiency credits shall be determined based on Equation 4-13, rounded to the nearest whole number.

$$AEEC_{LPA} = AEEC_{10} \times 10 \times (LPA - LPD) / LPA \quad \textbf{(Equation 4-13)}$$

where:

$AEEC_{LPA}$ = Section C406.3.2 additional energy efficiency credits.

$AEEC_{10}$ = Section C406.3.1 credits from Tables C406.1(1) through C406.1(5).

LPA = Total lighting power allowance calculated in accordance with Section C405.3.2.

LPD = Total connected interior lighting power calculated in accordance with Section C405.3.1.

C406.3.3 Lamp efficacy. Not less than 95 percent of the permanently installed lighting, excluding kitchen appli-

TABLE C406.1(2)
ADDITIONAL ENERGY EFFICIENCY CREDITS FOR GROUP R AND I OCCUPANCIES

SECTION	CLIMATE ZONE																
	0A & 1A	0B & 1B	2A	2B	3A	3B	3C	4A	4B	4C	5A	5B	5C	6A	6B	7	8
C406.2.1: 5% heating efficiency improvement	NA	NA	NA	NA	1	NA	NA	1	NA	1	1	1	1	2	1	2	2
C406.2.2: 5% cooling efficiency improvement	3	3	2	2	1	1	1	1	1	NA	1	1	NA	1	1	1	NA
C406.2.3: 10% heating efficiency improvement	NA	NA	NA	NA	1	NA	NA	1	1	1	2	2	1	3	2	3	4
C406.2.4: 10% cooling efficiency improvement	5	5	4	3	2	3	1	2	2	1	1	1	1	1	1	1	1
C406.3: Reduced lighting power	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2
C406.4: Enhanced digital lighting controls	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
C406.5: On-site renewable energy	8	8	8	8	7	8	8	7	7	7	7	7	7	7	7	7	7
C406.6: Dedicated outdoor air system	3	4	3	3	4	2	NA	6	3	4	8	5	5	10	7	11	12
C406.7.2: Recovered or renewable water heating	10	9	11	10	13	12	15	14	14	15	14	14	16	14	15	15	15
C406.7.3: Efficient fossil fuel water heater	5	5	6	6	8	7	8	8	8	9	9	9	10	10	9	10	11
C406.7.4: Heat pump water heater	6	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5
C406.8: Enhanced envelope performance	3	6	3	5	4	4	1	4	3	3	4	5	3	5	4	6	6
C406.9: Reduced air infiltration	6	5	3	11	6	4	NA	7	3	3	9	5	1	13	6	8	3
C406.10: Energy monitoring	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
C406.11: Fault detection and diagnostics system	1	1	1	1	1	1	NA	1	1	NA	1	1	NA	1	1	1	1

NA = Not Applicable.

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ance light fixtures, serving dwelling units and sleeping units shall be provided by lamps with an efficacy of not less than 65 lumens per watt or luminaires with an efficacy of not less than 45 lumens per watt.

C406.4 Enhanced digital lighting controls. Interior general lighting in the building shall have the following enhanced lighting controls that shall be located, scheduled and operated in accordance with Sections C405.2.1 through C405.2.3.

1. Luminaires shall be configured for continuous dimming.
2. Luminaires shall be addressed individually. Where individual addressability is not available for the luminaire class type, a controlled group of not more than four luminaries shall be allowed.
3. Not more than eight luminaires shall be controlled together in a *daylight zone*.
4. Fixtures shall be controlled through a digital control system that includes the following function:
   - 4.1. Control reconfiguration based on digital addressability.
   - 4.2. Load shedding.
   - 4.3. Occupancy sensors shall be capable of being reconfigured through the digital control system.
5. Construction documents shall include submittal of a Sequence of Operations, including a specification outlining each of the functions in Item 4.
6. Functional testing of lighting controls shall comply with Section C408.

C406.5 On-site renewable energy. Buildings shall comply with Section C406.5.1 or C406.5.2.

C406.5.1 Basic renewable credit. The total minimum ratings of on-site renewable energy systems, not includ-

TABLE C406.1(3)
ADDITIONAL ENERGY EFFICIENCY CREDITS FOR GROUP E OCCUPANCIES

SECTION	CLIMATE ZONE																
	0A & 1A	0B & 1B	2A	2B	3A	3B	3C	4A	4B	4C	5A	5B	5C	6A	6B	7	8
C406.2.1: 5% heating efficiency improvement	NA	NA	NA	NA	1	1	1	1	1	2	1	2	1	2	2	3	4
C406.2.2: 5% cooling efficiency improvement	4	4	3	3	2	2	2	2	1	1	1	1	NA	1	1	1	NA
C406.2.3: 10% heating efficiency improvement	NA	NA	NA	1	1	1	1	2	3	4	3	4	3	4	3	5	7
C406.2.4: 10% cooling efficiency improvement	7	8	7	6	5	4	3	4	3	1	2	2	1	2	2	2	1
C406.3: Reduced lighting power	8	8	8	9	8	9	9	8	9	9	8	9	8	7	8	7	7
C406.4: Enhanced digital lighting controls	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	1
C406.5: On-site renewable energy	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	5	5
C406.6: Dedicated outdoor air system	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
C406.7.2: Recovered or renewable water heating[a]	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
C406.7.3: Efficient fossil fuel water heater[a]	NA	1	1	1	1	1	1	2	2	3	2	3	2	3	3	3	5
C406.7.4: Heat pump water heater[a]	NA	NA	NA	NA	NA	NA	NA	1	NA	NA	1	1	NA	1	1	1	1
C406.8: Enhanced envelope performance	3	7	3	4	2	4	1	1	3	1	2	3	NA	4	3	6	9
C406.9: Reduced air infiltration	1	1	1	2	NA	NA	NA	NA	NA	NA	1	NA	NA	4	1	4	3
C406.10: Energy monitoring	3	3	3	3	3	3	3	3	3	2	2	3	2	2	2	2	2
C406.11: Fault detection and diagnostics system	1	2	1	1	1	1	1	1	1	1	1	1	1	1	1	1	2

NA = Not Applicable.

a. For schools with showers or full-service kitchens.

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ing systems used for credits under Sections C406.7.2, shall be one of the following:

1. Not less than 0.86 Btu/h per square foot (2.7 W/m^2) or 0.25 watts per square foot (2.7 W/m^2) of *conditioned floor area*.
2. Not less than 2 percent of the annual energy used within the building for building mechanical and service water-heating equipment and lighting regulated in Section C405.

C406.5.2 Enhanced renewable credit. Where the total minimum ratings of on-site renewable energy systems exceeds the rating in Section C406.5.1, additional energy efficiency credits shall be determined based on Equation 4-14, rounded to the nearest whole number.

$$AEEC_{RRa} = AEEC_{2.5} \times RRa/RR_1 \quad \textbf{(Equation 4-14)}$$

where:

$AEEC_{RRa}$ = Section C406.5.2 additional energy efficiency credits.

$AEEC_{2.5}$ = Section C406.5 credits from Tables C406.1(1) through C406.1(5).

RRa = Actual total minimum ratings of *on-site renewable energy* systems (in Btu/h, watts per square foot or W/m^2).

RR_1 = Minimum ratings of *on-site renewable energy* systems required by Section C406.5.1 (in Btu/h, watts per square foot or W/m^2).

C406.6 Dedicated outdoor air system. Buildings containing equipment or systems regulated by Section C403.3.4, C403.4.3, C403.4.4, C403.4.5, C403.6, C403.8.4, C403.8.6, C403.8.6.1, C403.10.1, C403.10.2, C403.10.3 or C403.10.4 shall be equipped with an independent ventilation system designed to provide not less than the minimum 100-percent outdoor air to each individual occupied space, as specified by the *International Mechanical Code*. The ventilation system shall be capable of total energy recovery. The HVAC system shall include supply-air temperature controls that automatically reset the supply-air temperature in response to representative building loads or to outdoor air temperatures. The controls shall reset the supply-air temperature not less

TABLE C406.1(4)
ADDITIONAL ENERGY EFFICIENCY CREDITS FOR GROUP M OCCUPANCIES

SECTION	CLIMATE ZONE																
	0A & 1A	0B & 1B	2A	2B	3A	3B	3C	4A	4B	4C	5A	5B	5C	6A	6B	7	8
C406.2.1: 5% heating efficiency improvement	NA	NA	NA	NA	1	1	NA	1	1	2	2	2	2	3	2	3	4
C406.2.2: 5% cooling efficiency improvement	5	6	4	4	3	3	1	2	2	1	1	2	NA	1	1	1	NA
C406.2.3: 10% heating efficiency improvement	NA	NA	NA	1	1	1	1	2	2	4	3	4	5	5	3	6	8
C406.2.4: 10% cooling efficiency improvement	9	12	9	8	6	6	3	4	4	1	2	3	NA	2	2	2	1
C406.3: Reduced lighting power	13	13	15	14	16	14	17	15	15	14	12	14	14	16	16	14	12
C406.4: Enhanced digital lighting controls	3	3	4	3	4	3	4	4	4	3	3	3	3	4	4	3	3
C406.5: On-site renewable energy	8	8	8	8	8	8	8	8	8	7	7	7	7	7	7	7	6
C406.6: Dedicated outdoor air system	3	4	3	3	3	3	1	3	2	2	2	3	2	4	3	4	4
C406.7.2: Recovered or renewable water heating	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
C406.7.3: Efficient fossil fuel water heater	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
C406.7.4: Heat pump water heater	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
C406.8: Enhanced envelope performance	4	6	3	4	3	3	1	6	4	4	4	5	4	6	5	8	9
C406.9: Reduced air infiltration	1	1	1	2	1	1	NA	3	1	1	3	2	1	7	3	6	3
C406.10: Energy monitoring	4	5	5	5	5	4	4	4	4	3	3	4	3	4	4	4	3
C406.11: Fault detection and diagnostics system	2	2	2	2	1	1	1	1	1	1	1	1	1	1	1	2	2

NA = Not Applicable.

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than 25 percent of the difference between the design supply-air temperature and the design room-air temperature.

C406.7 Reduced energy use in service water heating. Buildings shall comply with Section C406.7.1 and Section C406.7.2, C406.7.3 or C406.7.4.

C406.7.1 Building type. To qualify for this credit, the building shall contain one of the following use groups, and the additional energy efficiency credit shall be prorated by conditioned floor area of the portion of the building comprised of the following use groups:

1. Group R-1: Boarding houses, hotels or motels.
2. Group I-2: Hospitals, psychiatric hospitals and nursing homes.
3. Group A-2: Restaurants and banquet halls or buildings containing food preparation areas.
4. Group F: Laundries.
5. Group R-2.
6. Group A-3: Health clubs and spas.
7. Group E: Schools with full-service kitchens or locker rooms with showers.
8. Buildings showing a service hot water load of 10 percent or more of total building energy loads, as shown with an energy analysis as described in Section C407.

C406.7.2 Recovered or renewable water heating. The building service water-heating system shall have one or more of the following that are sized to provide not less than 30 percent of the building's annual hot water requirements, or sized to provide 70 percent of the building's annual hot water requirements if the building is required to comply with Section C403.10.5:

1. Waste heat recovery from service hot water, heat-recovery chillers, building equipment or process equipment.
2. *On-site renewable energy* water-heating systems.

TABLE C406.1(5)
ADDITIONAL ENERGY EFFICIENCY CREDITS FOR OTHER[a] OCCUPANCIES

SECTION	CLIMATE ZONE																
	0A & 1A	0B & 1B	2A	2B	3A	3B	3C	4A	4B	4C	5A	5B	5C	6A	6B	7	8
C406.2.1: 5% heating efficiency improvement	NA	NA	NA	NA	1	1	1	1	1	2	1	2	1	2	2	3	3
C406.2.2: 5% cooling efficiency improvement	5	5	4	4	3	3	2	2	2	1	1	2	1	1	1	1	1
C406.2.3: 10% heating efficiency improvement	NA	NA	NA	1	1	1	1	2	2	3	3	3	3	4	3	5	5
C406.2.4: 10% cooling efficiency improvement	8	9	8	7	5	5	3	4	4	2	2	3	2	2	2	2	2
C406.3: Reduced lighting power	8	8	9	9	9	9	10	8	9	9	7	8	8	8	8	8	7
C406.4: Enhanced digital lighting controls	2	2	2	2	2	2	2	2	2	2	2	3	2	2	2	2	1
C406.5: On-site renewable energy	8	8	8	8	8	8	8	8	8	7	7	7	7	7	7	7	7
C406.6: Dedicated outdoor air system	3	4	3	3	4	3	2	5	3	3	5	4	3	7	5	7	6
C406.7.2: Recovered or renewable water heating[b]	10	9	11	10	13	12	15	14	14	15	14	14	16	14	15	15	15
C406.7.3: Efficient fossil fuel water heater[b]	5	5	6	6	8	7	8	8	8	9	9	9	10	10	9	10	11
C406.7.4: Heat pump water heater[b]	6	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5
C406.8: Enhanced envelope performance	3	6	3	4	3	4	1	5	4	3	5	5	4	7	6	9	10
C406.9: Reduced air infiltration	3	2	2	4	4	2	NA	6	2	2	6	4	1	10	5	7	4
C406.10: Energy monitoring	3	3	3	3	3	3	3	3	3	3	2	3	2	2	2	3	2
C406.11: Fault detection and diagnostics system	2	2	2	2	1	1	1	1	1	1	1	1	1	1	1	1	1

NA = Not Applicable.

a. Other occupancy groups include all groups except Groups B, E, I, M and R.

b. For occupancy groups listed in Section C406.7.1.

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C406.7.3 Efficient fossil fuel water heater. The combined input-capacity weighted-average equipment rating of all fossil fuel water-heating equipment in the building shall be not less than 95 percent Et or 0.95 EF. This option shall receive only half the listed credits for buildings required to comply with Section C404.2.1.

C406.7.4 Heat pump water heater. Where electric resistance water heaters are allowed, all service hot water system heating requirements shall be met using heat pump technology with a combined input-capacity weighted-average EF of 3.0. Air-source heat pump water heaters shall not draw conditioned air from within the building, except exhaust air that would otherwise be exhausted to the exterior.

C406.8 Enhanced envelope performance. The total UA of the *building thermal envelope* as designed shall be not less than 15 percent below the total UA of the *building thermal envelope* in accordance with Section C402.1.5.

C406.9 Reduced air infiltration. Air infiltration shall be verified by whole-building pressurization testing conducted in accordance with ASTM E779 or ASTM E1827 by an independent third party. The measured air-leakage rate of the building envelope shall not exceed 0.25 cfm/ft^2 (2.0 L/s × m^2) under a pressure differential of 0.3 inches water column (75 Pa), with the calculated surface area being the sum of the above- and below-grade building envelope. A report that includes the tested surface area, floor area, air by volume, stories above grade, and leakage rates shall be submitted to the code official and the building owner.

Exception: For buildings having over 250,000 square feet (25 000 m^2) of *conditioned floor area*, air leakage testing need not be conducted on the whole building where testing is conducted on representative above-grade sections of the building. Tested areas shall total not less than 25 percent of the conditioned floor area and shall be tested in accordance with this section.

C406.10 Energy monitoring. Buildings shall be equipped to measure, monitor, record and report energy consumption data in compliance with Sections C406.10.1 through C406.10.5.

C406.10.1 Electrical energy metering. For all electrical energy supplied to the building and its associated site, including but not limited to site lighting, parking, recreational facilities, and other areas that serve the building and its occupants, meters or other measurement devices shall be provided to collect energy consumption data for each end-use category required by Section C406.10.2.

C406.10.2 End-use metering categories. Meters or other *approved* measurement devices shall be provided to collect energy use data for each end-use category listed in Table 406.10.2. These meters shall have the capability to collect energy consumption data for the whole building or for each separately metered portion of the building. Where multiple meters are used to measure any end-use category, the data acquisition system shall total all of the energy used by that category. Not more than 5 percent of the measured load for each of the end-use categories listed in Table 406.10.2 is permitted to be from a load not within the category.

Exceptions:

1. HVAC and water-heating equipment serving only an individual dwelling unit does not require end-use metering.
2. End-use metering is not required for fire pumps, stairwell pressurization fans or any system that operates only during testing or emergency.

TABLE C406.10.2
ENERGY USE CATEGORIES

LOAD CATEGORY	DESCRIPTION OF ENERGY USE
Total HVAC system	Heating, cooling and ventilation, including but not limited to fans, pumps, boilers, chillers and water heating. Energy used by 120-volt equipment, or by 208/120-volt equipment that is located in a building where the main service is 480/277-volt power, is permitted to be excluded from total HVAC system energy use.
Interior lighting	Lighting systems located within the building.
Exterior lighting	Lighting systems located on the building site but not within the building.
Plug loads	Devices, appliances and equipment connected to convenience receptacle outlets.
Process loads	Any single load that is not included in an HVAC, lighting or plug load category and that exceeds 5 percent of the peak connected load of the whole building, including but not limited to data centers, manufacturing equipment and commercial kitchens.
Building operations and other miscellaneous loads	The remaining loads not included elsewhere in this table, including but not limited to vertical transportation systems and automatic doors.

C406.10.3 Meters. Meters or other measurement devices required by this section shall be configured to automatically communicate energy consumption data to the data acquisition system required by Section C406.10.4. Source meters shall be allowed to be any digital-type meter. Lighting, HVAC or other building systems that can monitor their energy consumption shall be permitted instead of meters. Current sensors shall be permitted, provided that they have a tested accuracy of ±2 percent. Required metering systems and equipment shall have the capability to provide at least hourly data that is fully integrated into the data acquisition system and graphical energy report in accordance with Sections C406.10.4 and C406.10.5.

C406.10.4 Data acquisition system. A data acquisition system shall have the capability to store the data from the required meters and other sensing devices for a minimum of 36 months. The data acquisition system shall have the capability to store real-time energy consumption data and provide hourly, daily, monthly and yearly logged data for each end-use category required by Section C406.10.2.

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C406.10.5 Graphical energy report. A permanent and readily accessible reporting mechanism shall be provided in the building that is accessible by building operation and management personnel. The reporting mechanism shall have the capability to graphically provide the energy consumption for each end-use category required by Section C406.10.2 at least every hour, day, month and year for the previous 36 months.

C406.11 Fault detection and diagnostics system. A fault detection and diagnostics system shall be installed to monitor the HVAC system's performance and automatically identify faults. The system shall do all of the following:

1. Include permanently installed sensors and devices to monitor the HVAC system's performance.
2. Sample the HVAC system's performance at least once every 15 minutes.
3. Automatically identify and report HVAC system faults.
4. Automatically notify authorized personnel of identified HVAC system faults.
5. Automatically provide prioritized recommendations for repair of identified faults based on analysis of data collected from the sampling of the HVAC system performance.
6. Be capable of transmitting the prioritized fault repair recommendations to remotely located authorized personnel.

C406.12 Efficient kitchen equipment. For buildings and spaces designated as Group A-2 or facilities that include a commercial kitchen with at least one gas or electric fryer, all fryers, dishwashers, steam cookers and ovens shall comply with all of the following:

1. Achieve performance levels in accordance with the equipment specifications listed in Tables C406.12(1) through C406.12(4) when rated in accordance with the applicable test procedure.
2. Be installed prior to the issuance of the Certificate of Occupancy.
3. Have associated performance levels listed on the construction documents submitted for permitting.

Energy efficiency credits for efficient kitchen equipment shall be independent of climate zone and determined based on Equation 4-15, rounded to the nearest whole number.

$$AEEC_K = 20 \times Area_K / Area_B \quad \textbf{(Equation 4-15)}$$

where:

$AEEC_K$ = Section C406.12 additional energy efficiency credits.

$Area_K$ = Floor area of full-service kitchen (ft² or m²).

$Area_B$ = Gross floor area of building (ft² or m²).

TABLE C406.12(1)
MINIMUM EFFICIENCY REQUIREMENTS: COMMERCIAL FRYERS

FRYER TYPE	HEAVY-LOAD COOKING ENERGY EFFICIENCY	IDLE ENERGY RATE	TEST PROCEDURE
Standard open deep-fat gas fryers	≥ 50%	≤ 9,000 Btu/h	ASTM F1361
Standard open deep-fat electric fryers	≥ 83%	≤ 800 watts	
Large-vat open deep-fat gas fryers	≥ 50%	≤ 12,000 Btu/h	ASTM F2144
Large-vat open deep-fat electric fryers	≥ 80%	≤ 1,100 watts	

For SI: 1 Btu/h = 0.293/W.

TABLE C406.12(2)
MINIMUM EFFICIENCY REQUIREMENTS: COMMERCIAL STEAM COOKERS

FUEL TYPE	PAN CAPACITY	COOKING ENERGY EFFICIENCY[a]	IDLE ENERGY RATE	TEST PROCEDURE
Electric steam	3-pan	50%	400 watts	ASTM F1484
	4-pan	50%	530 watts	
	5-pan	50%	670 watts	
	6-pan and larger	50%	800 watts	
Gas steam	3-pan	38%	6,250 Btu/h	
	4-pan	38%	8,350 Btu/h	
	5-pan	38%	10,400 Btu/h	
	6-pan and larger	38%	12,500 Btu/h	

For SI: Btu/h = 0.293/W.

a. Cooking energy efficiency is based on heavy load (potato) cooking capacity.

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TABLE C406.12(3)
MINIMUM EFFICIENCY REQUIREMENTS: COMMERCIAL DISHWASHERS

MACHINE TYPE	HIGH-TEMPERATURE EFFICIENCY REQUIREMENTS		LOW-TEMPERATURE EFFICIENCY REQUIREMENTS		TEST PROCEDURE
	Idle energy rate[a]	Water consumption[b]	Idle energy rate[a]	Water consumption[b]	
Under counter	≤ .50 kW	≤ 0.86 GPR	≤ 0.50 kW	≤ 1.19 GPR	ASTM F1696 ASTM F1920
Stationary single-tank door	≤ .70 kW	≤ 0.89 GPR	≤ 0.60 kW	≤ 1.18 GPR	
Pot, pan and utensil	≤ 1.20 kW	≤ 0.58 GPR	≤ 1.00 kW	≤ 0.58 GPSF	
Single-tank conveyor	≤ 1.50 kW	≤ 0.70 GPR	≤ 1.50 kW	≤ 0.79 GPR	
Multiple-tank conveyor	≤ 2.25 kW	≤ 0.54 GPR	≤ 2.00 kW	≤ 0.54 GPR	
Single-tank flight	Reported	GPH ≤ 2.975x + 55.00	Reported	GPH ≤ 2.975x + 55.00	
Multiple-tank flight	Reported	GPH ≤ 4.96x + 17.00	Reported	GPH ≤ 4.96x + 17.00	

a. Idle results shall be measured with the door closed and represent the total idle energy consumed by the machine, including all tank heaters and controls. Booster heater (internal or external) energy consumption shall not be part of this measurement unless it cannot be separately monitored.
b. GPR = gallons per rack, GPSF = gallons per square foot of rack, GPH = gallons per hour, x = maximum conveyor belt speed (feet/minute) × conveyor belt width (feet).

TABLE C406.12(4)
MINIMUM EFFICIENCY REQUIREMENTS: COMMERCIAL OVENS

FUEL TYPE	CLASSIFICATION	IDLE RATE	COOKING-ENERGY EFFICIENCY, %	TEST PROCEDURE
Convection ovens				
Gas	Full-size	≤ 12,000 Btu/h	≥ 46	ASTM F1496
Electric	Half-size	≤ 1.0 Btu/h	≥ 71	
	Full-size	≤ 1.60 Btu/h		
Combination ovens				
Gas	Steam mode	≤ 200P^a + 6,511 Btu/h	≥ 41	ASTM F2861
	Convection mode	≤ 150P^a + 5,425 Btu/h	≥ 56	
Electric	Steam mode	≤ 0.133P^a + 0.6400 kW	≥ 55	
	Convection mode	≤ 0.080P^a + 0.4989 kW	≥ 76	
Rack ovens				
Gas	Single	≤ 25,000 Btu/h	≥ 48	ASTM F2093
	Double	≤ 30,000 Btu/h	≥ 52	

For SI: 1 Btu/h = 0.293/W.
a. P = Pan Capacity: the number of steam table pans the combination oven is able to accommodate in accordance with ASTM F1495.

SECTION C407
TOTAL BUILDING PERFORMANCE

C407.1 Scope. This section establishes criteria for compliance using total building performance. The following systems and loads shall be included in determining the total building performance: heating systems, cooling systems, service water heating, fan systems, lighting power, receptacle loads and process loads.

Exception: Energy used to recharge or refuel vehicles that are used for on-road and off-site transportation purposes.

C407.2 Mandatory requirements. Compliance based on total building performance requires that a proposed design meet all of the following:

1. The requirements of the sections indicated within Table C407.2.
2. An annual energy cost that is less than or equal to 80 percent of the annual energy cost of the *standard reference design*. Energy prices shall be taken from a source *approved* by the *code official*, such as the Department of Energy, Energy Information Administration's *State Energy Data System Prices and*

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Expenditures reports. *Code officials* shall be permitted to require time-of-use pricing in energy cost calculations. The reduction in energy cost of the proposed design associated with *on-site renewable energy* shall be not more than 5 percent of the total energy cost. The amount of renewable energy purchased from off-site sources shall be the same in the *standard reference design* and the *proposed design*.

Exception: Jurisdictions that require site energy (1 kWh = 3413 Btu) rather than energy cost as the metric of comparison.

TABLE C407.2
REQUIREMENTS FOR TOTAL BUILDING PERFORMANCE

SECTION[a]	TITLE
Envelope	
C402.5	Air leakage—thermal envelope
Mechanical	
C403.1.1	Calculation of heating and cooling loads
C403.1.2	Data centers
C403.2	System design
C403.3	Heating and cooling equipment efficiencies
C403.4, except C403.4.3, C403.4.4 and C403.4.5	Heating and cooling system controls
C403.5.5	Economizer fault detection and diagnostics
C403.7, except C403.7.4.1	Ventilation and exhaust systems
C403.8, except C403.8.6	Fan and fan controls
C403.9	Large-diameter ceiling fans
C403.11, except C403.11.3	Refrigeration equipment performance
C403.12	Construction of HVAC system elements
C403.13	Mechanical systems located outside of the building thermal envelope
C404	Service water heating
C405, except C405.3	Electrical power and lighting systems
C408	Maintenance information and system commisioning

a. Reference to a code section includes all the relative subsections except as indicated in the table.

C407.3 Documentation. Documentation verifying that the methods and accuracy of compliance software tools conform to the provisions of this section shall be provided to the *code official.*

C407.3.1 Compliance report. Permit submittals shall include a report documenting that the proposed design has annual energy costs less than or equal to the annual energy costs of the standard reference design. The compliance documentation shall include the following information:

1. Address of the building.
2. An inspection checklist documenting the building component characteristics of the *proposed design* as specified in Table C407.4.1(1). The inspection checklist shall show the estimated annual energy cost for both the *standard reference design* and the *proposed design*.
3. Name of individual completing the compliance report.
4. Name and version of the compliance software tool.

C407.3.2 Additional documentation. The *code official* shall be permitted to require the following documents:

1. Documentation of the building component characteristics of the *standard reference design*.
2. Thermal zoning diagrams consisting of floor plans showing the thermal zoning scheme for *standard reference design* and *proposed design*.
3. Input and output reports from the energy analysis simulation program containing the complete input and output files, as applicable. The output file shall include energy use totals and energy use by energy source and end-use served, total hours that space conditioning loads are not met and any errors or warning messages generated by the simulation tool as applicable.
4. An explanation of any error or warning messages appearing in the simulation tool output.
5. A certification signed by the builder providing the building component characteristics of the *proposed design* as given in Table C407.4.1(1).
6. Documentation of the reduction in energy use associated with *on-site renewable energy*.

C407.4 Calculation procedure. Except as specified by this section, the *standard reference design* and *proposed design* shall be configured and analyzed using identical methods and techniques.

C407.4.1 Building specifications. The *standard reference design* and *proposed design* shall be configured and analyzed as specified by Table C407.4.1(1). Table C407.4.1(1) shall include by reference all notes contained in Table C402.1.4.

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TABLE C407.4.1(1)
SPECIFICATIONS FOR THE STANDARD REFERENCE AND PROPOSED DESIGNS

BUILDING COMPONENT CHARACTERISTICS	STANDARD REFERENCE DESIGN	PROPOSED DESIGN
Space use classification	Same as proposed	The space use classification shall be chosen in accordance with Table C405.3.2(1) or C405.3.2(2) for all areas of the building covered by this permit. Where the space use classification for a building is not known, the building shall be categorized as an office building.
Roofs	Type: insulation entirely above deck	As proposed
	Gross area: same as proposed	As proposed
	U-factor: as specified in Table C402.1.4	As proposed
	Solar absorptance: 0.75	As proposed
	Emittance: 0.90	As proposed
Walls, above-grade	Type: same as proposed	As proposed
	Gross area: same as proposed	As proposed
	U-factor: as specified in Table C402.1.4	As proposed
	Solar absorptance: 0.75	As proposed
	Emittance: 0.90	As proposed
Walls, below-grade	Type: mass wall	As proposed
	Gross area: same as proposed	As proposed
	U-Factor: as specified in Table C402.1.4 with insulation layer on interior side of walls	As proposed
Floors, above-grade	Type: joist/framed floor	As proposed
	Gross area: same as proposed	As proposed
	U-factor: as specified in Table C402.1.4	As proposed
Floors, slab-on-grade	Type: unheated	As proposed
	F-factor: as specified in Table C402.1.4	As proposed
Opaque doors	Type: swinging	As proposed
	Area: Same as proposed	As proposed
	U-factor: as specified in Table C402.1.4	As proposed
Vertical fenestration other than opaque doors	Area 1. The proposed vertical fenestration area; where the proposed vertical fenestration area is less than 40 percent of above-grade wall area. 2. 40 percent of above-grade wall area; where the proposed vertical fenestration area is 40 percent or more of the above-grade wall area.	As proposed
	U-factor: as specified in Table C402.4	As proposed
	SHGC: as specified in Table C402.4 except that for climates with no requirement (NR) SHGC = 0.40 shall be used	As proposed
	External shading and PF: none	As proposed

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TABLE C407.4.1(1)—continued
SPECIFICATIONS FOR THE STANDARD REFERENCE AND PROPOSED DESIGNS

BUILDING COMPONENT CHARACTERISTICS	STANDARD REFERENCE DESIGN	PROPOSED DESIGN
Skylights	Area 1. The proposed skylight area; where the proposed skylight area is less than that permitted by Section C402.1. 2. The area permitted by Section C402.1; where the proposed skylight area exceeds that permitted by Section C402.1.	As proposed
	U-factor: as specified in Table C402.4	As proposed
	SHGC: as specified in Table C402.4 except that for climates with no requirement (NR) SHGC = 0.40 shall be used.	As proposed
Lighting, interior	The interior lighting power shall be determined in accordance with Section C405.3.2. Where the occupancy of the building is not known, the lighting power density shall be 1.0 watt per square foot based on the categorization of buildings with unknown space classification as offices.	As proposed
Lighting, exterior	The lighting power shall be determined in accordance with Tables C405.5.2(1), C405.5.2(2) and C405.5.2(3). Areas and dimensions of surfaces shall be the same as proposed.	As proposed
Internal gains	Same as proposed	Receptacle, motor and process loads shall be modeled and estimated based on the space use classification. End-use load components within and associated with the building shall be modeled to include, but not be limited to, the following: exhaust fans, parking garage ventilation fans, exterior building lighting, swimming pool heaters and pumps, elevators, escalators, refrigeration equipment and cooking equipment.
Schedules	Same as proposed **Exception:** Thermostat settings and schedules for HVAC systems that utilize radiant heating, radiant cooling and elevated air speed, provided that equivalent levels of occupant thermal comfort are demonstrated by means of equal Standard Effective Temperature as calculated in Normative Appendix B of ASHRAE Standard 55.	Operating schedules shall include hourly profiles for daily operation and shall account for variations between weekdays, weekends, holidays and any seasonal operation. Schedules shall model the time-dependent variations in occupancy, illumination, receptacle loads, thermostat settings, mechanical ventilation, HVAC equipment availability, service hot water usage and any process loads. The schedules shall be typical of the proposed building type as determined by the designer and approved by the jurisdiction.
Mechanical ventilation	Same as proposed	As proposed, in accordance with Section C403.2.2.
Heating systems	Fuel type: same as proposed design	As proposed
	Equipment type[a]: as specified in Tables C407.4.1(2) and C407.4.1(3)	As proposed
	Efficiency: as specified in the tables in Section C403.3.2.	As proposed
	Capacity[b]: sized proportionally to the capacities in the proposed design based on sizing runs, and shall be established such that no smaller number of unmet heating load hours and no larger heating capacity safety factors are provided than in the proposed design.	As proposed

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TABLE C407.4.1(1)—continued
SPECIFICATIONS FOR THE STANDARD REFERENCE AND PROPOSED DESIGNS

BUILDING COMPONENT CHARACTERISTICS	STANDARD REFERENCE DESIGN	PROPOSED DESIGN
Cooling systems	Fuel type: same as proposed design	As proposed
	Equipment type[c]: as specified in Tables C407.4.1(2) and C407.4.1(3)	As proposed
	Efficiency: as specified in Tables C403.3.2(1), C403.3.2(2) and C403.3.2(3)	As proposed
	Capacity[b]: sized proportionally to the capacities in the proposed design based on sizing runs, and shall be established such that no smaller number of unmet cooling load hours and no larger cooling capacity safety factors are provided than in the proposed design.	As proposed
	Economizer[d]: same as proposed, in accordance with Section C403.5.	As proposed
Service water heating[e]	Fuel type: same as proposed	As proposed
	Efficiency: as specified in Table C404.2	For Group R, as proposed multiplied by SWHF. For other than Group R, as proposed multiplied by efficiency as provided by the manufacturer of the DWHR unit.
	Capacity: same as proposed	As proposed
	Where no service water hot water system exists or is specified in the proposed design, no service hot water heating shall be modeled.	

For SI: 1 watt per square foot = 10.7 w/m^2.

SWHF = Service Water Heat Recovery factor, DWHR = Drain Water Heat Recovery.

a. Where no heating system exists or has been specified, the heating system shall be modeled as fossil fuel. The system characteristics shall be identical in both the standard reference design and proposed design.

b. The ratio between the capacities used in the annual simulations and the capacities determined by sizing runs shall be the same for both the standard reference design and proposed design.

c. Where no cooling system exists or no cooling system has been specified, the cooling system shall be modeled as an air-cooled single-zone system, one unit per thermal zone. The system characteristics shall be identical in both the standard reference design and proposed design.

d. If an economizer is required in accordance with Table C403.5(1) and where no economizer exists or is specified in the proposed design, then a supply-air economizer shall be provided in the standard reference design in accordance with Section C403.5.

e. The SWHF shall be applied as follows:
   1. Where potable water from the DWHR unit supplies not less than one shower and not greater than two showers, of which the drain water from the same showers flows through the DWHR unit then SWHF = [1 – (DWHR unit efficiency × 0.36)].
   2. Where potable water from the DWHR unit supplies not less than three showers and not greater than four showers, of which the drain water from the same showers flows through the DWHR unit then SWHF = [1 – (DWHR unit efficiency × 0.33)].
   3. Where potable water from the DWHR unit supplies not less than five showers and not greater than six showers, of which the drain water from the same showers flows through the DWHR unit, then SWHF = [1 – (DWHR unit efficiency × 0.26)].
   4. Where Items 1 through 3 are not met, SWHF = 1.0.

C407.4.2 Thermal blocks. The *standard reference design* and *proposed design* shall be analyzed using identical thermal blocks as specified in Section C407.4.2.1, C407.4.2.2 or C407.4.2.3.

C407.4.2.1 HVAC zones designed. Where HVAC *zones* are defined on HVAC design drawings, each HVAC *zone* shall be modeled as a separate thermal block.

Exception: Different HVAC *zones* shall be allowed to be combined to create a single thermal block or identical thermal blocks to which multipliers are applied, provided that:

1. The space use classification is the same throughout the thermal block.
2. All HVAC *zones* in the thermal block that are adjacent to glazed exterior walls face the same orientation or their orientations are within 45 degrees (0.79 rad) of each other.
3. All of the *zones* are served by the same HVAC system or by the same kind of HVAC system.

C407.4.2.2 HVAC zones not designed. Where HVAC *zones* have not yet been designed, thermal blocks shall be defined based on similar internal load densities, occupancy, lighting, thermal and temperature schedules, and in combination with the following guidelines:

1. Separate thermal blocks shall be assumed for interior and perimeter spaces. Interior spaces shall be those located more than 15 feet (4572 mm) from an exterior wall. Perimeter spaces

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TABLE C407.4.1(2)
HVAC SYSTEMS MAP

CONDENSER COOLING SOURCE[a]	HEATING SYSTEM CLASSIFICATION[b]	STANDARD REFERENCE DESIGN HVC SYSTEM TYPE[c]		
		Single-zone Residential System	Single-zone Nonresidential System	All Other
Water/ground	Electric resistance	System 5	System 5	System 1
	Heat pump	System 6	System 6	System 6
	Fossil fuel	System 7	System 7	System 2
Air/none	Electric resistance	System 8	System 9	System 3
	Heat pump	System 8	System 9	System 3
	Fossil fuel	System 10	System 11	System 4

a. Select "water/ground" where the proposed design system condenser is water or evaporatively cooled; select "air/none" where the condenser is air cooled. Closed-circuit dry coolers shall be considered to be air cooled. Systems utilizing district cooling shall be treated as if the condenser water type were "water." Where mechanical cooling is not specified or the mechanical cooling system in the proposed design does not require heat rejection, the system shall be treated as if the condenser water type were "Air." For proposed designs with ground-source or groundwater-source heat pumps, the standard reference design HVAC system shall be water-source heat pump (System 6).

b. Select the path that corresponds to the proposed design heat source: electric resistance, heat pump (including air source and water source), or fuel fired. Systems utilizing district heating (steam or hot water) and systems without heating capability shall be treated as if the heating system type were "fossil fuel." For systems with mixed fuel heating sources, the system or systems that use the secondary heating source type (the one with the smallest total installed output capacity for the spaces served by the system) shall be modeled identically in the standard reference design and the primary heating source type shall be used to determine standard reference design HVAC system type.

c. Select the standard reference design HVAC system category: The system under "single-zone residential system" shall be selected where the HVAC system in the proposed design is a single-zone system and serves a Group R occupancy. The system under "single-zone nonresidential system" shall be selected where the HVAC system in the proposed design is a single-zone system and serves other than Group R occupancy. The system under "all other" shall be selected for all other cases.

shall be those located closer than 15 feet (4572 mm) from an *exterior wall*.

2. Separate thermal blocks shall be assumed for spaces adjacent to glazed exterior walls: a separate *zone* shall be provided for each orientation, except orientations that differ by not more than 45 degrees (0.79 rad) shall be permitted to be considered to be the same orientation. Each *zone* shall include floor area that is 15 feet (4572 mm) or less from a glazed perimeter wall, except that floor area within 15 feet (4572 mm) of glazed perimeter walls having more than one orientation shall be divided proportionately between *zones*.
3. Separate thermal blocks shall be assumed for spaces having floors that are in contact with the ground or exposed to ambient conditions from *zones* that do not share these features.
4. Separate thermal blocks shall be assumed for spaces having exterior ceiling or roof assemblies from *zones* that do not share these features.

C407.4.2.3 Group R-2 occupancy buildings. Group R-2 occupancy spaces shall be modeled using one thermal block per space except that those facing the same orientations are permitted to be combined into one thermal block. Corner units and units with roof or floor loads shall only be combined with units sharing these features.

C407.5 Calculation software tools. Calculation procedures used to comply with this section shall be software tools capable of calculating the annual energy consumption of all building elements that differ between the *standard reference design* and the *proposed design* and shall include the following capabilities.

1. Building operation for a full calendar year (8,760 hours).
2. Climate data for a full calendar year (8,760 hours) and shall reflect *approved* coincident hourly data for temperature, solar radiation, humidity and wind speed for the building location.
3. Ten or more thermal zones.
4. Thermal mass effects.
5. Hourly variations in occupancy, illumination, receptacle loads, thermostat settings, mechanical ventilation, HVAC equipment availability, service hot water usage and any process loads.
6. Part-load performance curves for mechanical equipment.
7. Capacity and efficiency correction curves for mechanical heating and cooling equipment.
8. Printed *code official* inspection checklist listing each of the *proposed design* component characteristics from Table C407.4.1(1) determined by the analysis to provide compliance, along with their respective performance ratings, including but not limited to *R*-value, *U*-factor, SHGC, HSPF, AFUE, SEER and EF.

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TABLE C407.4.1(3)
SPECIFICATIONS FOR THE STANDARD REFERENCE DESIGN HVAC SYSTEM DESCRIPTIONS

SYSTEM NO.	SYSTEM TYPE	FAN CONTROL	COOLING TYPE	HEATING TYPE
1	Variable air volume with parallel fan-powered boxes[a]	VAV[d]	Chilled water[e]	Electric resistance
2	Variable air volume with reheat[b]	VAV[d]	Chilled water[e]	Hot water fossil fuel boiler[f]
3	Packaged variable air volume with parallel fan-powered boxes[a]	VAV[d]	Direct expansion[c]	Electric resistance
4	Packaged variable air volume with reheat[b]	VAV[d]	Direct expansion[c]	Hot water fossil fuel boiler[f]
5	Two-pipe fan coil	Constant volume[i]	Chilled water[e]	Electric resistance
6	Water-source heat pump	Constant volume[i]	Direct expansion[c]	Electric heat pump and boiler[g]
7	Four-pipe fan coil	Constant volume[i]	Chilled water[e]	Hot water fossil fuel boiler[f]
8	Packaged terminal heat pump	Constant volume[i]	Direct expansion[c]	Electric heat pump[h]
9	Packaged rooftop heat pump	Constant volume[i]	Direct expansion[c]	Electric heat pump[h]
10	Packaged terminal air conditioner	Constant volume[i]	Direct expansion	Hot water fossil fuel boiler[f]
11	Packaged rooftop air conditioner	Constant volume[i]	Direct expansion	Fossil fuel furnace

For SI: 1 foot = 304.8 mm, 1 cfm = 0.4719 L/s, 1 Btu/h = 0.293/W, °C = [(°F) – 32]/1.8.

a. **VAV with parallel boxes:** Fans in parallel VAV fan-powered boxes shall be sized for 50 percent of the peak design flow rate and shall be modeled with 0.35 W/cfm fan power. Minimum volume setpoints for fan-powered boxes shall be equal to the minimum rate for the space required for ventilation consistent with Section C403.6.1, Item 3. Supply air temperature setpoint shall be constant at the design condition.

b. **VAV with reheat:** Minimum volume setpoints for VAV reheat boxes shall be 0.4 cfm/ft^2 of floor area. Supply air temperature shall be reset based on zone demand from the design temperature difference to a 10°F temperature difference under minimum load conditions. Design airflow rates shall be sized for the reset supply air temperature; i.e., a 10°F temperature difference.

c. **Direct expansion:** The fuel type for the cooling system shall match that of the cooling system in the proposed design.

d. **VAV:** Where the proposed design system has a supply, return or relief fan motor 25 hp or larger, the corresponding fan in the VAV system of the standard reference design shall be modeled assuming a variable-speed drive. For smaller fans, a forward-curved centrifugal fan with inlet vanes shall be modeled. Where the proposed design's system has a direct digital control system at the zone level, static pressure setpoint reset based on zone requirements in accordance with Section C403.8.6 shall be modeled.

e. **Chilled water:** For systems using purchased chilled water, the chillers are not explicitly modeled and chilled water costs shall be based as determined in Sections C407.2 and C407.4.2. Otherwise, the standard reference design's chiller plant shall be modeled with chillers having the number as indicated in Table C407.4.1(4) as a function of standard reference building chiller plant load and type as indicated in Table C407.4.1(5) as a function of individual chiller load. Where chiller fuel source is mixed, the system in the standard reference design shall have chillers with the same fuel types and with capacities having the same proportional capacity as the proposed design's chillers for each fuel type. Chilled water supply temperature shall be modeled at 44°F design supply temperature and 56°F return temperature. Piping losses shall not be modeled in either building model. Chilled water supply water temperature shall be reset in accordance with Section C403.4.4. Pump system power for each pumping system shall be the same as the proposed design; where the proposed design has no chilled water pumps, the standard reference design pump power shall be 22 W/gpm (equal to a pump operating against a 75-foot head, 65-percent combined impeller and motor efficiency). The chilled water system shall be modeled as primary-only variable flow with flow maintained at the design rate through each chiller using a bypass. Chilled water pumps shall be modeled as riding the pump curve or with variable-speed drives where required in Section C403.4.4. The heat rejection device shall be an axial fan cooling tower with two-speed fans where required in Section C403.10. Condenser water design supply temperature shall be 85°F or 10°F approach to design wet-bulb temperature, whichever is lower, with a design temperature rise of 10°F. The tower shall be controlled to maintain a 70°F leaving water temperature where weather permits, floating up to leaving water temperature at design conditions. Pump system power for each pumping system shall be the same as the proposed design; where the proposed design has no condenser water pumps, the standard reference design pump power shall be 19 W/gpm (equal to a pump operating against a 60-foot head, 60-percent combined impeller and motor efficiency). Each chiller shall be modeled with separate condenser water and chilled water pumps interlocked to operate with the associated chiller.

f. **Fossil fuel boiler:** For systems using purchased hot water or steam, the boilers are not explicitly modeled and hot water or steam costs shall be based on actual utility rates. Otherwise, the boiler plant shall use the same fuel as the proposed design and shall be natural draft. The standard reference design boiler plant shall be modeled with a single boiler where the standard reference design plant load is 600,000 Btu/h and less and with two equally sized boilers for plant capacities exceeding 600,000 Btu/h. Boilers shall be staged as required by the load. Hot water supply temperature shall be modeled at 180°F design supply temperature and 130°F return temperature. Piping losses shall not be modeled in either building model. Hot water supply water temperature shall be reset in accordance with Section C403.4.4. Pump system power for each pumping system shall be the same as the proposed design; where the proposed design has no hot water pumps, the standard reference design pump power shall be 19 W/gpm (equal to a pump operating against a 60-foot head, 60-percent combined impeller and motor efficiency). The hot water system shall be modeled as primary only with continuous variable flow. Hot water pumps shall be modeled as riding the pump curve or with variable speed drives where required by Section C403.4.4.

(continued)

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TABLE C407.4.1(3)—continued
SPECIFICATIONS FOR THE STANDARD REFERENCE DESIGN HVAC SYSTEM DESCRIPTIONS

g. **Electric heat pump and boiler:** Water-source heat pumps shall be connected to a common heat pump water loop controlled to maintain temperatures between 60°F and 90°F. Heat rejection from the loop shall be provided by an axial fan closed-circuit evaporative fluid cooler with two-speed fans where required in Section C403.8.6. Heat addition to the loop shall be provided by a boiler that uses the same fuel as the proposed design and shall be natural draft. Where no boilers exist in the proposed design, the standard reference building boilers shall be fossil fuel. The standard reference design boiler plant shall be modeled with a single boiler where the standard reference design plant load is 600,000 Btu/h or less and with two equally sized boilers for plant capacities exceeding 600,000 Btu/h. Boilers shall be staged as required by the load. Piping losses shall not be modeled in either building model. Pump system power shall be the same as the proposed design; where the proposed design has no pumps, the standard reference design pump power shall be 22 W/gpm, which is equal to a pump operating against a 75-foot head, with a 65-percent combined impeller and motor efficiency. Loop flow shall be variable with flow shutoff at each heat pump when its compressor cycles off as required by Section C403.4.4. Loop pumps shall be modeled as riding the pump curve or with variable speed drives where required by Section C403.10.

h. **Electric heat pump:** Electric air-source heat pumps shall be modeled with electric auxiliary heat. The system shall be controlled with a multistage space thermostat and an outdoor air thermostat wired to energize auxiliary heat only on the last thermostat stage and when outdoor air temperature is less than 40°F.

i. **Constant volume:** Fans shall be controlled in the same manner as in the proposed design; i.e., fan operation whenever the space is occupied or fan operation cycled on calls for heating and cooling. Where the fan is modeled as cycling and the fan energy is included in the energy efficiency rating of the equipment, fan energy shall not be modeled explicitly.

TABLE C407.5.1(4)
NUMBER OF CHILLERS

TOTAL CHILLER PLANT CAPACITY	NUMBER OF CHILLERS
≤ 300 tons	1
> 300 tons, < 600 tons	2, sized equally
≥ 600 tons	2 minimum, with chillers added so that all are sized equally and none is larger than 800 tons

For SI: 1 ton = 3517 W.

TABLE C407.5.1(5)
WATER CHILLER TYPES

INDIVIDUAL CHILLER PLANT CAPACITY	ELECTRIC CHILLER TYPE	FOSSIL FUEL CHILLER TYPE
≤ 100 tons	Reciprocating	Single-effect absorption, direct fired
> 100 tons, < 300 tons	Screw	Double-effect absorption, direct fired
≥ 300 tons	Centrifugal	Double-effect absorption, direct fired

For SI: 1 ton = 3517 W.

C407.5.1 Specific approval. Performance analysis tools complying with the applicable subsections of Section C407 and tested according to ASHRAE Standard 140 shall be permitted to be *approved.* Tools are permitted to be *approved* based on meeting a specified threshold for a jurisdiction. The *code official* shall be permitted to approve tools for a specified application or limited scope.

C407.5.2 Input values. Where calculations require input values not specified by Sections C402, C403, C404 and C405, those input values shall be taken from an *approved* source.

C407.5.3 Exceptional calculation methods. Where the simulation program does not model a design, material or device of the *proposed design*, an exceptional calculation method shall be used where approved by the *code official*. Where there are multiple designs, materials or devices that the simulation program does not model, each shall be calculated separately and exceptional savings determined for each. The total exceptional savings shall not constitute more than half of the difference between the baseline building performance and the proposed building performance. Applications for approval of an exceptional method shall include all of the following:

1. Step-by-step documentation of the exceptional calculation method performed, detailed enough to reproduce the results.
2. Copies of all spreadsheets used to perform the calculations.
3. A sensitivity analysis of energy consumption where each of the input parameters is varied from half to double the value assumed.
4. The calculations shall be performed on a time step basis consistent with the simulation program used.
5. The performance rating calculated with and without the exceptional calculation method.

SECTION C408
MAINTENANCE INFORMATION AND SYSTEM COMMISSIONING

C408.1 General. This section covers the provision of maintenance information and the commissioning of, and the functional testing requirements for, building systems.

C408.1.1 Building operations and maintenance information. The building operations and maintenance documents shall be provided to the owner and shall consist of manufacturers' information, specifications and recommendations; programming procedures and data points; narratives; and other means of illustrating to the owner how the building, equipment and systems are intended to be installed, maintained and operated. Required regular maintenance actions for equipment and systems shall be clearly stated on a readily visible label. The label shall include the title or publication number for the operation and maintenance manual for that particular model and type of product.

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C408.2 Mechanical systems and service water-heating systems commissioning and completion requirements. Prior to the final mechanical and plumbing inspections, the *registered design professional or approved agency* shall provide evidence of mechanical systems *commissioning* and completion in accordance with the provisions of this section.

Construction document notes shall clearly indicate provisions for *commissioning* and completion requirements in accordance with this section and are permitted to refer to specifications for further requirements. Copies of all documentation shall be given to the owner or owner's authorized agent and made available to the *code official* upon request in accordance with Sections C408.2.4 and C408.2.5.

Exceptions: The following systems are exempt:

1. Mechanical systems and service water-heating systems in buildings where the total mechanical equipment capacity is less than 480,000 Btu/h (140.7 kW) cooling capacity and 600,000 Btu/h (175.8 kW) combined service water-heating and space-heating capacity.
2. Systems included in Section C403.5 that serve individual *dwelling units* and *sleeping units*.

C408.2.1 Commissioning plan. A *commissioning plan* shall be developed by a *registered design professional* or *approved agency* and shall include the following items:

1. A narrative description of the activities that will be accomplished during each phase of *commissioning,* including the personnel intended to accomplish each of the activities.
2. A listing of the specific equipment, appliances or systems to be tested and a description of the tests to be performed.
3. Functions to be tested including, but not limited to, calibrations and economizer controls.
4. Conditions under which the test will be performed. Testing shall affirm winter and summer design conditions and full outside air conditions.
5. Measurable criteria for performance.

C408.2.2 Systems adjusting and balancing. HVAC systems shall be balanced in accordance with generally accepted engineering standards. Air and water flow rates shall be measured and adjusted to deliver final flow rates within the tolerances provided in the product specifications. Test and balance activities shall include air system and hydronic system balancing.

C408.2.2.1 Air systems balancing. Each supply air outlet and *zone* terminal device shall be equipped with means for air balancing in accordance with the requirements of Chapter 6 of the *International Mechanical Code*. Discharge dampers used for air-system balancing are prohibited on constant-volume fans and variable volume fans with motors 10 hp (18.6 kW) and larger. Air systems shall be balanced in a manner to first minimize throttling losses then, for fans with system power of greater than 1 hp (0.746 kW), fan speed shall be adjusted to meet design flow conditions.

Exception: Fans with fan motors of 1 hp (0.74 kW) or less are not required to be provided with a means for air balancing.

C408.2.2.2 Hydronic systems balancing. Individual hydronic heating and cooling coils shall be equipped with means for balancing and measuring flow. Hydronic systems shall be proportionately balanced in a manner to first minimize throttling losses, then the pump impeller shall be trimmed or pump speed shall be adjusted to meet design flow conditions. Each hydronic system shall have either the capability to measure pressure across the pump, or test ports at each side of each pump.

Exception: The following equipment is not required to be equipped with a means for balancing or measuring flow:

1. Pumps with pump motors of 5 hp (3.7 kW) or less.
2. Where throttling results in not greater than 5 percent of the nameplate horsepower draw above that required if the impeller were trimmed.

C408.2.3 Functional performance testing. Functional performance testing specified in Sections C408.2.3.1 through C408.2.3.3 shall be conducted.

C408.2.3.1 Equipment. Equipment functional performance testing shall demonstrate the installation and operation of components, systems and system-to-system interfacing relationships in accordance with approved plans and specifications such that operation, function and maintenance serviceability for each of the commissioned systems are confirmed. Testing shall include all modes and *sequence of operation*, including under full-load, part-load and the following emergency conditions:

1. All modes as described in the *sequence* of *operation*.
2. Redundant or *automatic* back-up mode.
3. Performance of alarms.
4. Mode of operation upon a loss of power and restoration of power.

Exception: Unitary or packaged HVAC equipment listed in the tables in Section C403.3.2 that do not require supply air economizers.

C408.2.3.2 Controls. HVAC and service water-heating control systems shall be tested to document that control devices, components, equipment and systems are calibrated and adjusted and operate in accordance with approved plans and specifications. Sequences of operation shall be functionally tested to document they operate in accordance with *approved* plans and specifications.

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C408.2.3.3 Economizers. Air economizers shall undergo a functional test to determine that they operate in accordance with manufacturer's specifications.

C408.2.4 Preliminary commissioning report. A preliminary report of *commissioning* test procedures and results shall be completed and certified by the *registered design professional* or *approved agency* and provided to the building owner or owner's authorized agent. The report shall be organized with mechanical and service hot water findings in separate sections to allow independent review. The report shall be identified as "Preliminary Commissioning Report," shall include the completed Commissioning Compliance Checklist, Figure C408.2.4, and shall identify:

1. Itemization of deficiencies found during testing required by this section that have not been corrected at the time of report preparation.
2. Deferred tests that cannot be performed at the time of report preparation because of climatic conditions.
3. Climatic conditions required for performance of the deferred tests.
4. Results of functional performance tests.
5. Functional performance test procedures used during the commissioning process, including measurable criteria for test acceptance.

C408.2.4.1 Acceptance of report. Buildings, or portions thereof, shall not be considered as acceptable for a final inspection pursuant to Section C105.2.6 until the *code official* has received the Preliminary Commissioning Report from the building owner or owner's authorized agent.

Project Information: _____ Project Name:_____

Project Address: _____

Commissioning Authority: _____

Commissioning Plan (Section C408.2.1)

☐ Commissioning Plan was used during construction and includes all items required by Section C408.2.1

☐ Systems Adjusting and Balancing has been completed.

☐ HVAC Equipment Functional Testing has been executed. If applicable, deferred and follow-up testing is scheduled to be provided on:_____

☐ HVAC Controls Functional Testing has been executed. If applicable, deferred and follow-up testing is scheduled to be provided on:_____

☐ Economizer Functional Testing has been executed. If applicable, deferred and follow-up testing is scheduled to be provided on:_____

☐ Lighting Controls Functional Testing has been executed. If applicable, deferred and follow-up testing is scheduled to be provided on:_____

☐ Service Water Heating System Functional Testing has been executed. If applicable, deferred and follow-up testing is scheduled to be provided on:_____

☐ Manual, record documents and training have been completed or scheduled

☐ Preliminary Commissioning Report submitted to owner and includes all items required by Section C408.2.4

I hereby certify that the commissioning provider has provided me with evidence of mechanical, service water heating and lighting systems commissioning in accordance with the 2021 IECC.

Signature of Building Owner or Owner's Representative _____ Date_____

FIGURE C408.2.4
COMMISSIONING COMPLIANCE CHECKLIST

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C408.2.4.2 Copy of report. The *code official* shall be permitted to require that a copy of the Preliminary Commissioning Report be made available for review by the *code official*.

C408.2.5 Documentation requirements. The *construction documents* shall specify that the documents described in this section be provided to the building owner or owner's authorized agent within 90 days of the date of receipt of the *certificate of occupancy*.

C408.2.5.1 System balancing report. A written report describing the activities and measurements completed in accordance with Section C408.2.2.

C408.2.5.2 Final commissioning report. A report of test procedures and results identified as "Final Commissioning Report" shall be delivered to the building owner or owner's authorized agent. The report shall be organized with mechanical system and service hot water system findings in separate sections to allow independent review. The report shall include the following:

1. Results of functional performance tests.
2. Disposition of deficiencies found during testing, including details of corrective measures used or proposed.
3. Functional performance test procedures used during the commissioning process including measurable criteria for test acceptance, provided herein for repeatability.

Exception: Deferred tests that cannot be performed at the time of report preparation due to climatic conditions.

C408.3 Functional testing of lighting controls. Automatic lighting controls required by this code shall comply with this section.

C408.3.1 Functional testing. Prior to passing final inspection, the *registered design professional* or *approved agency* shall provide evidence that the lighting control systems have been tested to ensure that control hardware and software are calibrated, adjusted, programmed and in proper working condition in accordance with the *construction documents* and manufacturer's instructions. Functional testing shall be in accordance with Sections C408.3.1.1 through C408.3.1.3 for the applicable control type.

C408.3.1.1 Occupant sensor controls. Where *occupant sensor controls* are provided, the following procedures shall be performed:

1. Certify that the *occupant sensor* has been located and aimed in accordance with manufacturer recommendations.
2. For projects with seven or fewer *occupant sensors*, each sensor shall be tested.
3. For projects with more than seven *occupant sensors,* testing shall be done for each unique combination of sensor type and space geometry. Where multiples of each unique combination of sensor type and space geometry are provided, not less than 10 percent and in no case fewer than one, of each combination shall be tested unless the *code official* or design professional requires a higher percentage to be tested. Where 30 percent or more of the tested controls fail, all remaining identical combinations shall be tested.

   For *occupant sensor controls* to be tested, verify the following:

   3.1. Where *occupant sensor controls* include status indicators, verify correct operation.

   3.2. The controlled lights turn off or down to the permitted level within the required time.

   3.3. For auto-on *occupant sensor controls*, the lights turn on to the permitted level when an occupant enters the space.

   3.4. For manual-on *occupant sensor controls*, the lights turn on only when manually activated.

   3.5. The lights are not incorrectly turned on by movement in adjacent areas or by HVAC operation.

C408.3.1.2 Time-switch controls. Where *time-switch controls* are provided, the following procedures shall be performed:

1. Confirm that the *time-switch control* is programmed with accurate weekday, weekend and holiday schedules.
2. Provide documentation to the owner of *time-switch controls* programming including weekday, weekend, holiday schedules, and set-up and preference program settings.
3. Verify the correct time and date in the time switch.
4. Verify that any battery back-up is installed and energized.
5. Verify that the override time limit is set to not more than 2 hours.
6. Simulate occupied condition. Verify and document the following:

   6.1. All lights can be turned on and off by their respective area control switch.

   6.2. The switch only operates lighting in the enclosed space in which the switch is located.

7. Simulate unoccupied condition. Verify and document the following:

   7.1. Nonexempt lighting turns off.

   7.2. Manual override switch allows only the lights in the enclosed space where the override switch is located to turn on or

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remain on until the next scheduled shut-off occurs.

8. Additional testing as specified by the *registered design professional.*

C408.3.1.3 Daylight responsive controls. Where *daylight responsive controls* are provided, the following shall be verified:

1. Control devices have been properly located, field calibrated and set for accurate setpoints and threshold light levels.
2. Daylight controlled lighting loads adjust to light level setpoints in response to available daylight.
3. The calibration adjustment equipment is located for *ready access* only by authorized personnel.

C408.3.2 Documentation requirements. The *construction documents* shall specify that the documents described in this section be provided to the building owner or owner's authorized agent within 90 days of the date of receipt of the *certificate of occupancy*.

C408.3.2.1 Drawings. Construction documents shall include the location and catalogue number of each piece of equipment.

C408.3.2.2 Manuals. An operating and maintenance manual shall be provided and include the following:

1. Name and address of not less than one service agency for installed equipment.
2. A narrative of how each system is intended to operate, including recommended setpoints.
3. Submittal data indicating all selected options for each piece of lighting equipment and lighting controls.
4. Operation and maintenance manuals for each piece of lighting equipment. Required routine maintenance actions, cleaning and recommended relamping shall be clearly identified.
5. A schedule for inspecting and recalibrating all lighting controls.

C408.3.2.3 Report. A report of test results shall be provided and include the following:

1. Results of functional performance tests.
2. Disposition of deficiencies found during testing, including details of corrective measures used or proposed.

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CHAPTER 5 [CE]
EXISTING BUILDINGS

User note:

About this chapter: *Many buildings are renovated or altered in numerous ways that could affect the energy use of the building as a whole. Chapter 5 requires the application of certain parts of Chapter 4 in order to maintain, if not improve, the conservation of energy by the renovated or altered building.*

SECTION C501
GENERAL

C501.1 Scope. The provisions of this chapter shall control the *alteration*, *repair*, *addition* and *change of occupancy* of existing buildings and structures.

C501.1.1 Existing buildings. Except as specified in this chapter, this code shall not be used to require the removal, *alteration* or abandonment of, nor prevent the continued use and maintenance of, an existing *building* or *building* system lawfully in existence at the time of adoption of this code.

** **C501.2 Compliance.** *Additions*, *alterations*, *repairs*, and changes of occupancy to, or relocation of, existing *buildings* and structures shall comply with Sections C502, C503, C504 and C505 of this code, as applicable, and with the provisions for *alterations*, *repairs*, *additions* and changes of occupancy or relocation, respectively, in the *International Building Code*, *International Existing Building Code, International Fire Code, International Fuel Gas Code, International Mechanical Code, International Plumbing Code, International Property Maintenance Code, International Private Sewage Disposal Code* and NFPA 70. Changes where unconditioned space is changed to conditioned space shall comply with Section C502.

Exception: *Additions*, *alterations*, *repairs* or changes of occupancy complying with ANSI/ASHRAE/IESNA 90.1.

C501.3 Maintenance. *Buildings* and structures, and parts thereof, shall be maintained in a safe and sanitary condition. Devices and systems required by this code shall be maintained in conformance to the code edition under which they were installed. The owner or the owner's authorized agent shall be responsible for the maintenance of buildings and structures. The requirements of this chapter shall not provide the basis for removal or abrogation of energy conservation, fire protection and safety systems and devices in existing structures.

* **C501.4 New and replacement materials.** Except as otherwise required or permitted by this code, materials permitted by the applicable code for new construction shall be used. Like materials shall be permitted for *repairs*, provided that hazards to life, health or property are not created. Hazardous materials shall not be used where the code for new construction would not allow use of these materials in buildings of similar occupancy, purpose and location.

C501.5 Historic buildings. Provisions of this code relating to the construction, *repair, alteration*, restoration and movement of structures, and *change of occupancy* shall not be mandatory for *historic buildings* provided that a report has been submitted to the *code official* and signed by a *registered design professional*, or a representative of the State Historic Preservation Office or the historic preservation authority having jurisdiction, demonstrating that compliance with that provision would threaten, degrade or destroy the historic form, fabric or function of the *building*.

SECTION C502
ADDITIONS

C502.1 General. *Additions* to an existing *building*, *building* system or portion thereof shall conform to the provisions of this code as those provisions relate to new construction without requiring the unaltered portion of the existing *building* or *building* system to comply with this code. *Additions* shall not create an unsafe or hazardous condition or overload existing building systems. An *addition* shall be deemed to comply with this code if the *addition* alone complies or if the existing building and *addition* comply with this code as a single building.

C502.2 Change in space conditioning. Any nonconditioned or low-energy space that is altered to become *conditioned space* shall be required to comply with Section C502.

Exceptions:

1. Where the component performance alternative in Section C402.1.5 is used to comply with this section, the proposed UA shall be not greater than 110 percent of the target UA.
2. Where the total building performance option in Section C407 is used to comply with this section, the annual energy cost of the proposed design shall be not greater than 110 percent of the annual energy cost otherwise permitted by Section C407.2.

C502.3 Compliance. *Additions* shall comply with Sections C502.3.1 through C502.3.6.2.

C502.3.1 Vertical fenestration area. Additions shall comply with the following:

1. Where an addition has a new vertical fenestration area that results in a total building fenestration area less than or equal to that permitted by Section

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C402.4.1, the addition shall comply with Section C402.1.5, C402.4.3 or C407.

2. Where an addition with vertical fenestration that results in a total building fenestration area greater than Section C402.4.1 or an addition that exceeds the fenestration area greater than that permitted by Section C402.4.1, the fenestration shall comply with Section C402.4.1.1 for the addition only.
3. Where an addition has vertical fenestration that results in a total building vertical fenestration area exceeding that permitted by Section C402.4.1.1, the addition shall comply with Section C402.1.5 or C407.

C502.3.2 Skylight area. Skylights shall comply with the following:

1. Where an addition has new skylight area that results in a total building fenestration area less than or equal to that permitted by Section C402.4.1, the addition shall comply with Section C402.1.5 or C407.
2. Where an addition has new skylight area that results in a total building skylight area greater than permitted by Section C402.4.1 or where additions have skylight area greater than that permitted by Section C402.4.1, the skylight area shall comply with Section C402.4.1.2 for the addition only.
3. Where an addition has skylight area that results in a total building skylight area exceeding that permitted by Section C402.4.1.2, the addition shall comply with Section C402.1.5 or C407.

C502.3.3 Building mechanical systems. New mechanical systems and equipment that are part of the *addition* and serve the building heating, cooling and ventilation needs shall comply with Sections C403 and C408.

C502.3.4 Service water-heating systems. New service water-heating equipment, controls and service water-heating piping shall comply with Section C404.

C502.3.5 Pools and inground permanently installed spas. New pools and inground permanently installed spas shall comply with Section C404.9.

C502.3.6 Lighting power and systems. New lighting systems that are installed as part of the addition shall comply with Sections C405 and C408.

C502.3.6.1 Interior lighting power. The total interior lighting power for the *addition* shall comply with Section C405.3.2 for the *addition* alone, or the existing building and the *addition* shall comply as a single building.

C502.3.6.2 Exterior lighting power. The total exterior lighting power for the *addition* shall comply with Section C405.5.2 for the *addition* alone, or the existing building and the *addition* shall comply as a single building.

SECTION C503
ALTERATIONS

C503.1 General. *Alterations* to any *building* or structure shall comply with the requirements of Section C503. *Alterations* shall be such that the existing *building* or structure is not less conforming to the provisions of this code than the existing *building* or structure was prior to the *alteration*. *Alterations* to an existing *building*, *building* system or portion thereof shall conform to the provisions of this code as those provisions relate to new construction without requiring the unaltered portions of the existing *building* or *building* system to comply with this code. *Alterations* shall not create an unsafe or hazardous condition or overload existing *building* systems.

Exception: The following *alterations* need not comply with the requirements for new construction, provided that the energy use of the building is not increased:

1. Storm windows installed over existing *fenestration*.
2. Surface-applied window film installed on existing single-pane *fenestration* assemblies reducing solar heat gain, provided that the code does not require the glazing or *fenestration* to be replaced.
3. Existing ceiling, wall or floor cavities exposed during construction, provided that these cavities are filled with insulation.
4. Construction where the existing roof, wall or floor cavity is not exposed.
5. *Roof recover*.
6. *Air barriers* shall not be required for *roof recover* and roof replacement where the *alterations* or renovations to the building do not include *alterations*, renovations or *repairs* to the remainder of the building envelope.

C503.2 Building envelope. New building envelope assemblies that are part of the *alteration* shall comply with Sections C402.1 through C402.5.

Exception: Where the existing building exceeds the fenestration area limitations of Section C402.4.1 prior to alteration, the building is exempt from Section C402.4.1 provided that there is not an increase in fenestration area.

C503.2.1 Roof replacement. *Roof replacements* shall comply with Section C402.1.3, C402.1.4, C402.1.5 or C407 where the existing roof assembly is part of the *building thermal envelope* and contains insulation entirely above the roof deck. In no case shall the *R*-value of the roof insulation be reduced or the *U*-factor of the roof assembly be increased as part of the *roof replacement*.

C503.2.2 Vertical fenestration. The addition of *vertical fenestration* that results in a total building *fenestration* area less than or equal to that specified in Section C402.4.1 shall comply with Section C402.1.5, C402.4.3 or C407. The addition of *vertical fenestration* that results in a total building *fenestration* area greater than Section C402.4.1 shall comply with Section C402.4.1.1 for the

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space adjacent to the new fenestration only. *Alterations* that result in a total building *vertical fenestration* area exceeding that specified in Section C402.4.1.1 shall comply with Section C402.1.5 or C407. Provided that the vertical fenestration area is not changed, using the same vertical fenestration area in the *standard reference design* as the building prior to alteration shall be an alternative to using the vertical fenestration area specified in Table C407.4.1(1).

** **C503.2.2.1 Application to replacement fenestration products.** Where some or all of an existing *fenestration* unit is replaced with a new *fenestration* product, including sash and glazing, the replacement *fenestration* unit shall meet the applicable requirements for *U*-factor and *SHGC* in Table C402.4.

Exception: An area-weighted average of the *U*-factor of replacement fenestration products being installed in the building for each fenestration product category listed in Table C402.4 shall be permitted to satisfy the *U*-factor requirements for each fenestration product category listed in Table C402.4. Individual fenestration products from different product categories listed in Table C402.4 shall not be combined in calculating the area-weighted average *U*-factor.

C503.2.3 Skylight area. New *skylight* area that results in a total building *skylight* area less than or equal to that specified in Section C402.4.1 shall comply with Section C402.1.5, C402.4 or C407. The addition of *skylight* area that results in a total building skylight area greater than Section C402.4.1 shall comply with Section C402.4.1.2 for the space adjacent to the new skylights. *Alterations* that result in a total building skylight area exceeding that specified in Section C402.4.1.2 shall comply with Section C402.1.5 or C407. Provided that the skylight area is not changed, using the same skylight area in the *standard reference design* as the building prior to alteration shall be an alternative to using the skylight area specified in Table C407.4.1(1).

C503.3 Heating and cooling systems. New heating, cooling and duct systems that are part of the *alteration* shall comply with Sections C403 and C408.

C503.3.1 Economizers. New cooling systems that are part of *alteration* shall comply with Section C403.5.

C503.4 Service hot water systems. New service hot water systems that are part of the *alteration* shall comply with Sections C404 and C408.

C503.5 Lighting systems. New lighting systems that are part of the *alteration* shall comply with Sections C405 and C408.

Exception: *Alterations* that replace less than 10 percent of the luminaires in a space, provided that such *alterations* do not increase the installed interior lighting power.

SECTION C504
REPAIRS

C504.1 General. *Buildings* and structures, and parts thereof, shall be repaired in compliance with Section C501.3 and this section. Work on nondamaged components that is necessary for the required *repair* of damaged components shall be considered to be part of the *repair* and shall not be subject to the requirements for *alterations* in this chapter. Routine maintenance required by Section C501.3, ordinary *repairs* exempt from *permit* and abatement of wear due to normal service conditions shall not be subject to the requirements for *repairs* in this section.

Where a building was constructed to comply with ANSI/ASHRAE/IESNA 90.1, repairs shall comply with the standard and need not comply with Sections C402, C403, C404 and C405.

C504.2 Application. For the purposes of this code, the following shall be considered to be repairs:

1. Glass-only replacements in an existing sash and frame.
2. *Roof repairs*.
3. Air barriers shall not be required for *roof repair* where the repairs to the building do not include *alterations*, renovations or *repairs* to the remainder of the building envelope.
4. Replacement of existing doors that separate conditioned space from the exterior shall not require the installation of a vestibule or revolving door, provided that an existing vestibule that separates a conditioned space from the exterior shall not be removed.
5. *Repairs* where only the bulb, the ballast or both within the existing luminaires in a space are replaced, provided that the replacement does not increase the installed interior lighting power.

SECTION C505
CHANGE OF OCCUPANCY OR USE

C505.1 General. Spaces undergoing a change in occupancy that would result in an increase in demand for either fossil fuel or electrical energy shall comply with this code. Where the use in a space changes from one use in Table C405.3.2(1) or C405.3.2(2) to another use in Table C405.3.2(1) or C405.3.2(2), the installed lighting wattage shall comply with Section C405.3. Where the space undergoing a change in occupancy or use is in a building with a fenestration area that exceeds the limitations of Section C402.4.1, the space is exempt from Section C402.4.1 provided that there is not an increase in fenestration area.

Exceptions:

1. Where the component performance alternative in Section C402.1.5 is used to comply with this section, the proposed UA shall not be greater than 110 percent of the target UA.

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2. Where the total building performance option in Section C407 is used to comply with this section, the annual energy cost of the proposed design shall not be greater than 110 percent of the annual energy cost otherwise permitted by Section C407.3.

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CHAPTER 6 [CE]
REFERENCED STANDARDS

User note:

About this chapter: *Chapter 6 lists the full title, edition year and address of the promulgator for all standards that are referenced in the code. The section numbers in which the standards are referenced are also listed.*

This chapter lists the standards that are referenced in various sections of this document. The standards are listed herein by the promulgating agency of the standard, the standard identification, the effective date and title, and the section or sections of this document that reference the standard. The application of the referenced standards shall be as specified in Section 108.

AAMA

American Architectural Manufacturers Association
1827 Walden Office Square
Suite 550
Schaumburg, IL 60173-4268

AAMA/WDMA/CSA 101/I.S.2/A440—17: North American Fenestration Standard/Specification for Windows, Doors, and Skylights
Table C402.5.5

AHAM

Association of Home Appliance Manufacturers
1111 19th Street NW, Suite 402
Washington, DC 20036

ANSI/AHAM RAC-1—2015: Room Air Conditioners
Table C403.3.2(4)

AHRI

Air-Conditioning, Heating, & Refrigeration Institute
2111 Wilson Blvd, Suite 500
Arlington, VA22201

210/240—2017 and 2023: Performance Rating of Unitary Air-conditioning and Air-source Heat Pump Equipment
Table C403.3.2(1), Table C403.3.2(2)

310/380—2017 (CSA-C744-17): Packaged Terminal Air Conditioners and Heat Pumps
Table C403.3.2(4)

340/360—2019: Performance Rating of Commercial and Industrial Unitary Air-conditioning and Heat Pump Equipment
Table C403.3.2(1), Table C403.3.2(2)

365(I-P)—2009: Commercial and Industrial Unitary Air-conditioning Condensing Units
Table C403.3.2(1)

390 (I-P)—2003: Performance Rating of Single Package Vertical Air-conditioners and Heat Pumps
Table C403.3.2(3)

400 (I-P)—2015: Performance Rating of Liquid to Liquid Heat Exchangers
C403.3.2

440—2008: Performance Rating of Room Fan Coils—with Addendum 1
C403.12.3

460—2005: Performance Rating of Remote Mechanical-draft Air-cooled Refrigerant Condensers
Table C403.3.2(7)

550/590 (I-P)—2018: Performance Rating of Water-chilling and Heat Pump Water-heating Packages Using the Vapor Compression Cycle
Table C403.3.2(3), Table C403.3.2(15)

560—2018: Absorption Water Chilling and Water Heating Packages
Table C403.3.2(3)

910—2014: Performance Rating of Indoor Pool Dehumidifiers
Table C403.3.2(11)

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AHRI—continued

920—2015: Performance Rating of DX-Dedicated Outdoor Air System Units
Table C403.3.2(12) , Table C403.3.2(13)

1160 (I-P) —2014: Performance Rating of Heat Pump Pool Heaters (with Addendum 1)
Table C404.2

1200 (I-P)—2013: Performance Rating of Commercial Refrigerated Display Merchandisers and Storage Cabinets
Table C403.11.1

1230—2014: Performance Rating of Variable Refrigerant Flow (VRF) Multi-split Air-Conditioning and Heat Pump Equipment (with Addendum 1)
Table C403.3.2(9)

1250 (I-P)—2014: Standard for Performance Rating in Walk-in Coolers and Freezers
Table C403.11.2.1(3)

1360—2017: Performance Rating of Computer and Data Processing Room Air Conditioners
Table C403.3.2(10) , Table C403.3.2(16)

ISO/AHRI/ASHRAE 13256-1 (2012): Water-to-Air and Brine-to-Air Heat Pumps—Testing and Rating for Performance
Table C403.3.2(14)

AMCA

Air Movement and Control Association International
30 West University Drive
Arlington Heights, IL 60004-1806

208—18: Calculation of the Fan Energy Index
C403.8.3

220—19: Laboratory Methods of Testing Air Curtain Units for Aerodynamic Performance Rating
C402.5.9

230—15: Laboratory Methods of Testing Air Circulating Fans for Rating and Certification
C403.9

500D—18: Laboratory Methods for Testing Dampers for Rating
C403.7.7

ANSI

American National Standards Institute
25 West 43rd Street, 4th Floor
New York, NY 10036

Z21.10.3/CSA 4.3—17: Gas Water Heaters, Volume III—Storage Water Heaters with Input Ratings Above 75,000 Btu per Hour, Circulating Tank and Instantaneous
Table C404.2

ANSI Z21.47—2016/CSA 2.3—2016: Gas-Fired Central Furnaces
Table C403.3.2(4)

ANSI Z83.8—2016/CSA 2.6—2016: Gas Unit Heater, Gas Packaged Heaters, Gas Utility Heaters And Gas-Fired Duct Furnaces
Table C403.3.2(4)

APSP

Pool & Hot Tub Alliance (formerly the Association of Pool and Spa Professionals
2111 Eisenhower Avenue, Suite 580
Alexandria, VA 22314

14—2019: American National Standard for Portable Electric Spa Energy Efficiency
C404.7

ASABE

American Society of Agricultural and Biological Engineers
2950 Niles Road
St. Joseph, MI 49085

S640—2017: Quantities and Units of Electromagnetic Radiation for Plants (Photosynthetic Organisms)
C405.4

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ASHRAE

ASHRAE
180 Technology Parkway NW
Peachtree Corners, GA 30092

55—2017: Thermal Environmental Conditions for Human Occupancy
Table C407.4.1(1)

90.1—2019: Energy Standard for Buildings Except Low-rise Residential Buildings
C402.1.4, C406.2

90.4—2016: Energy Standard for Data Centers
C403.1.2 , C405.2.4

140—2014: Standard Method of Test for the Evaluation of Building Energy Analysis Computer Programs
C407.5.1

146—2011: Testing for Rating Pool Heaters
Table C404.2

ANSI/ASHRAE/ACCA Standard 183—(RA2017): Peak Cooling and Heating Load Calculations in Buildings, Except Low-rise Residential Buildings
C403.1.1

ASHRAE—2020: HVAC Systems and Equipment Handbook—2020
C403.1.1

ISO/AHRI/ASHRAE 13256-1 (2012): Water-to-Air and Brine-to-Air Heat Pumps—Testing and Rating for Performance
Table C403.3.2(14)

ISO/AHRI/ASHRAE 13256-2 (2012): Water-to-Water and Brine-to-Water Heat Pumps—Testing and Rating for Performance
Table C403.3.2(14)

ASME

American Society of Mechanical Engineers
Two Park Avenue
New York, NY 10016-5990

ASME A17.1—2019/CSA B44—19: Safety Code for Elevators and Escalators
C405.9.2

ASTM

ASTM International
100 Barr Harbor Drive, P.O. Box C700
West Conshohocken, PA 19428-2959

C90—2016A: Specification for Load-bearing Concrete Masonry Units
Table C402.1.3

C1363—11: Standard Test Method for Thermal Performance of Building Materials and Envelope Assemblies by Means of a Hot Box Apparatus
C303.1.4.1, Table C402.1.4, 402.2.7

C1371—15: Standard Test Method for Determination of Emittance of Materials Near Room Temperature Using Portable Emissometers
Table C402.3

C1549—2016: Standard Test Method for Determination of Solar Reflectance Near Ambient Temperature Using a Portable Solar Reflectometer
Table C402.3

D1003—13: Standard Test Method for Haze and Luminous Transmittance of Transparent Plastics
C402.4.2.2

D8052/D8052M—2017: Standard Test Method for Quantification of Air Leakage in Low-Sloped Membrane Roof Assemblies
C402.5.2.1.2

E283—2004(2012): Test Method for Determining the Rate of Air Leakage Through Exterior Windows, Curtain Walls and Doors Under Specified Pressure Differences Across the Specimen
C402.5.1.4, Table C402.5.4, C402.5.10

E408—13: Test Methods for Total Normal Emittance of Surfaces Using Inspection-meter Techniques
Table C402.3

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ASTM—continued

E779—10(2018): Standard Test Method for Determining Air Leakage Rate by Fan Pressurization
C402.5.3, C402.5.4, C406.9

E903—2012: Standard Test Method Solar Absorptance, Reflectance and Transmittance of Materials Using Integrating Spheres (Withdrawn 2005)
Table C402.3

E1677—11: Specification for Air Barrier (AB) Material or Systems for Low-rise Framed Building Walls
C402.5.2.1.2

E1827—2011(2017): Standard Test Methods for Determining Airtightness of Building Using an Orifice Blower Door
C402.5.3, C402.5.4, C406.9

E1918—06(2016): Standard Test Method for Measuring Solar Reflectance of Horizontal or Low-sloped Surfaces in the Field
Table C402.3

E1980—11: Standard Practice for Calculating Solar Reflectance Index of Horizontal and Low-sloped Opaque Surfaces
Table C402.3

E2178—13: Standard Test Method for Air Permanence of Building Materials
C402.5.2.1.1

E2357—2018: Standard Test Method for Determining Air Leakage of Air Barriers Assemblies
C402.5.2.1.2

F1281—2017: Specification for Cross-linked Polyethylene/Aluminum/Cross-linked Polyethylene (PEX-AL_PEX) Pressure Pipe
Table C404.5.2.1

F1361—2017: Standard Test Method for Performance of Open Deep Fat Fryers
Table C406.12(1)

F1484—2018: Standard Test Method for Performance of Steam Cookers
Table C406.12(2)

F1495—2014a: Standard Specification for Combination Oven Electric or Gas Fired
Table C406.12(4)

F1496—2013: Standard Test Method for Performance of Convection Ovens
Table C406.12(4)

F1696—2018: Standard Test Method for Energy Performance of Stationary-Rack, Door-Type Commercial Dishwashing Machines
Table C406.12(3)

F1920—2015: Standard Test Method for Performance of Rack Conveyor Commercial Dishwashing Machines
Table C406.12(3)

F2093—2018: Standard Test Method for Performance of Rack Ovens
Table C406.12(4)

F2144—2017: Standard Test Method for Performance of Large Open Vat Fryers
Table C406.12(1)

F2861—2017: Standard Test Method for Enhanced Performance of Combination Oven in Various Modes
Table C406.12(4)

CRRC

Cool Roof Rating Council
2435 North Lombard Street
Portland, OR 97217

ANSI/CRRC S100—2020: Standard Test Methods for Determining Radiative Properties of Materials
Table C402.3, C402.3.1

CSA

CSA Group
8501 East Pleasant Valley Road
Cleveland, OH 44131-5516

AAMA/WDMA/CSA 101/I.S.2/A440—17: North American Fenestration Standard/Specification for Windows, Doors and Unit Skylights
Table C402.5.5

CSA B55.1—2015: Test Method for Measuring Efficiency and Pressure Loss of Drain Water Heat Recovery Units
C404.7

CSA B55.2—2015: Drain Water Heat Recovery Units
C404.7

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CTI

Cooling Technology Institute
P. O. Box 681807
Houston, TX 77268

ATC-105—2019: Acceptance Test Code for Water Cooling Towers
Table C403.3.2(7)

ATC-105DS—2018: Acceptance Test Code for Dry Fluid Coolers
Table C403.3.2(7)

ATC-105S—11: Acceptance Test Code for Closed Circuit Cooling Towers
Table C403.3.2(7), Table C403.3.2(8)

ATC-106—11: Acceptance Test for Mechanical Draft Evaporative Vapor Condensers
Table C403.3.2(7), Table C403.3.2(8)

CTI STD-201 RS(17): Performance Rating of Evaporative Heat Rejection Equipment
Table C403.3.2(7), Table C403.3.2(8)

DASMA

Door & Access Systems Manufacturers Association, International
1300 Sumner Avenue
Cleveland, OH 44115-2851

105—2017: Test Method for Thermal Transmittance and Air Infiltration of Garage Doors and Rolling Doors
C303.1.3, Table C402.5.5

DOE

US Department of Energy
c/o Superintendent of Documents
1000 Independence Avenue SW
Washington, DC 20585

10 CFR, Part 430—2015: Energy Conservation Program for Consumer Products: Test Procedures and Certification and Enforcement Requirement for Plumbing Products; and Certification and Enforcement Requirements for Residential Appliances; Final Rule
Table C403.3.2(1), Table C403.3.2(2), Table C403.3.2(5), Table C403.3.2(6), Table C403.3.2(14), Table C404.2

10 CFR, Part 431—2015: Energy Efficiency Program for Certain Commercial and Industrial Equipment: Test Procedures and Efficiency Standards; Final Rules
Table C403.3.2(6), C403.8.4, C403.11, C403.11.1, Table C403.11.1, C403.11.2, C405.7, Table C405.7, C405.8, Table C405.8(1), Table C405.8(2), Table C405.8(3), Table C405.8(4)

ICC

International Code Council, Inc.
500 New Jersey Avenue NW 6th Floor
Washington, DC 20001

IBC—21: International Building Code®
C201.3, C303.2, C402.5.6, C501.2

ICC 500—2020: Standard for the Design and Construction of Storm Shelters
C402.4.2

IFC—21: International Fire Code®
C201.3, C501.2

IFGC—21: International Fuel Gas Code®
C201.3, C501.2

IMC—21: International Mechanical Code®
C403.2.2, C403.6, C403.6.6, C403.7.1, C403.7.2, C403.7.4.2, C403.7.5, C403.7.7, C403.12.1, C403.12.2.1, C403.12.2.2, C406.6, C501.2

IPC—21: International Plumbing Code®
C201.3, C501.2

IPMC—21: International Property Maintenance Code®
C501.2

IPSDC—21: International Private Sewage Disposal Code®
C501.2

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IEEE

Institute of Electrical and Electronic Engineers
3 Park Avenue, 17th Floor
New York, NY 10016

IEEE 515.1—2012: IEEE Standard for the Testing, Design, Installation, and Maintenance of Electrical Resistance Trace Heating for Commercial Applications
C404.6.2

IES

Illuminating Engineering Society
120 Wall Street, 17th Floor
New York, NY 10005-4001

ANSI/ASHRAE/IES 90.1—2019: Energy Standard for Buildings, Except Low-rise Residential Buildings
C401.2, Table C402.1.3, Table C402.1.4, C406.2, C502.1, C503.1, C504.1

ISO

International Organization for Standardization
Chemin de Blandonnet 8, CP 401, 1214 Vernier
Geneva, Switzerland

ISO/AHRI/ASHRAE 13256-1(: 2017): Water-to-Air and Brine-to-Air Heat Pumps—Testing and Rating for Performance
Table C403.3.2(14)

ISO/AHRI/ASHRAE 13256-2(2017): Water-to-Water and Brine-to-Water Heat Pumps—Testing and Rating for Performance
Table C403.3.2(14)

NEMA

National Electrical Manufacturers Association
1300 North 17th Street, Suite 900
Rosslyn, VA 22209

MG1—2016: Motors and Generators
C202

NFPA

National Fire Protection Association
1 Batterymarch Park
Quincy, MA 02169-7471

70—20: National Electrical Code
C501.2

NFRC

National Fenestration Rating Council, Inc.
6305 Ivy Lane, Suite 140
Greenbelt, MD 20770

100—2020: Procedure for Determining Fenestration Products *U*-factors
C303.1.3, Table 402.1.4, C402.2.1.5, C402.4.1.1

200—2020: Procedure for Determining Fenestration Product Solar Heat Gain Coefficient and Visible Transmittance at Normal Incidence
C303.1.3, C402.4.1.1

203—2017: Procedure for Determining Visible Transmittance of Tubular Daylighting Devices
C303.1.3

400—2020: Procedure for Determining Fenestration Product Air Leakage
Table C402.5.5

SMACNA

Sheet Metal and Air Conditioning Contractors' National Association, Inc.
4021 Lafayette Center Drive
Chantilly, VA 20151-1219

ANSI/SMACNA 016—2012: HVAC Air Duct Leakage Test Manual Second Edition
C403.12.2.3

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UL

UL LLC
333 Pfingsten Road
Northbrook, IL 60062-2096

710—12: Exhaust Hoods for Commercial Cooking Equipment—with Revisions through November 2013
C403.7.5

727—18: Oil-fired Central Furnaces
Table C403.3.2(4), Table C403.3.2(5)

731—18: Oil-fired Unit Heaters
Table C403.3.2(5)

1784—15: Air Leakage Tests of Door Assemblies—with Revisions through February 2015
C402.5.6, C402.5.7

US-FTC

United States-Federal Trade Commission
600 Pennsylvania Avenue NW
Washington, DC 20580

CFR Title 16 (2015): *R*-value Rule
C303.1.4

WDMA

Window and Door Manufacturers Association
2025 M Street NW, Suite 800
Washington, DC 20036-3309

AAMA/WDMA/CSA 101/I.S.2/A440—17: North American Fenestration Standard/Specification for Windows, Doors and Skylights
Table C402.5.5

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APPENDIX CA
BOARD OF APPEALS—COMMERCIAL

The provisions contained in this appendix are not mandatory unless specifically referenced in the adopting ordinance.

User note:

About this appendix: *Appendix CA provides criteria for Board of Appeals members. Also provided are procedures by which the Board of Appeals should conduct its business.*

SECTION CA101
GENERAL

CA101.1 Scope. A board of appeals shall be established within the jurisdiction for the purpose of hearing applications for modification of the requirements of this code pursuant to the provisions of Section C110. The board shall be established and operated in accordance with this section, and shall be authorized to hear evidence from appellants and the code official pertaining to the application and intent of this code for the purpose of issuing orders pursuant to these provisions.

CA101.2 Application for appeal. Any person shall have the right to appeal a decision of the code official to the board. An application for appeal shall be based on a claim that the intent of this code or the rules legally adopted hereunder have been incorrectly interpreted, the provisions of this code do not fully apply or an equally good or better form of construction is proposed. The application shall be filed on a form obtained from the code official within 20 days after the notice was served.

CA101.2.1 Limitation of authority. The board shall not have authority to waive requirements of this code or interpret the administration of this code.

CA101.2.2 Stays of enforcement. Appeals of notice and orders, other than Imminent Danger notices, shall stay the enforcement of the notice and order until the appeal is heard by the board.

CA101.3 Membership of board. The board shall consist of five voting members appointed by the chief appointing authority of the jurisdiction. Each member shall serve for **[INSERT NUMBER OF YEARS]** years or until a successor has been appointed. The board member's terms shall be staggered at intervals, so as to provide continuity. The code official shall be an ex officio member of said board but shall not vote on any matter before the board.

CA101.3.1 Qualifications. The board shall consist of five individuals, who are qualified by experience and training to pass on matters pertaining to building construction and are not employees of the jurisdiction.

CA101.3.2 Alternate members. The chief appointing authority is authorized to appoint two alternate members who shall be called by the board chairperson to hear appeals during the absence or disqualification of a member. Alternate members shall possess the qualifications required for board membership, and shall be appointed for the same term or until a successor has been appointed.

CA101.3.3 Vacancies. Vacancies shall be filled for an unexpired term in the same manner in which original appointments are required to be made.

CA101.3.4 Chairperson. The board shall annually select one of its members to serve as chairperson.

CA101.3.5 Secretary. The chief appointing authority shall designate a qualified clerk to serve as secretary to the board. The secretary shall file a detailed record of all proceedings which shall set forth the reasons for the board's decision, the vote of each member, the absence of a member and any failure of a member to vote.

CA101.3.6 Conflict of interest. A member with any personal, professional or financial interest in a matter before the board shall declare such interest and refrain from participating in discussions, deliberations and voting on such matters.

CA101.3.7 Compensation of members. Compensation of members shall be determined by law.

CA101.3.8 Removal from the board. A member shall be removed from the board prior to the end of their terms only for cause. Any member with continued absence from regular meeting of the board may be removed at the discretion of the chief appointing authority.

CA101.4 Rules and procedures. The board shall establish policies and procedures necessary to carry out its duties consistent with the provisions of this code and applicable state law. The procedures shall not require compliance with strict rules of evidence, but shall mandate that only relevant information be presented.

CA101.5 Notice of meeting. The board shall meet upon notice from the chairperson, within 10 days of the filing of an appeal or at stated periodic intervals.

CA101.5.1 Open hearing. All hearings before the board shall be open to the public. The appellant, the appellant's representative, the code official and any person whose interests are affected shall be given an opportunity to be heard.

CA101.5.2 Quorum. Three members of the board shall constitute a quorum.

CA101.5.3 Postponed hearing. When five members are not present to hear an appeal, either the appellant or the

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appellant's representative shall have the right to request a postponement of the hearing.

CA101.6 Legal counsel. The jurisdiction shall furnish legal counsel to the board to provide members with general legal advice concerning matters before them for consideration. Members shall be represented by legal counsel at the jurisdiction's expense in all matters arising from service within the scope of their duties.

CA101.7 Board decision. The board shall only modify or reverse the decision of the code official by a concurring vote of three or more members.

CA101.7.1 Resolution. The decision of the board shall be by resolution. Every decision shall be promptly filed in writing in the office of the code official within three days and shall be open to the public for inspection. A certified copy shall be furnished to the appellant or the appellant's representative and to the code official.

CA101.7.2 Administration. The code official shall take immediate action in accordance with the decision of the board.

CA101.8 Court review. Any person, whether or not a previous party of the appeal, shall have the right to apply to the appropriate court for a writ of certiorari to correct errors of law. Application for review shall be made in the manner and time required by law following the filing of the decision in the office of the chief administrative officer.

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APPENDIX CB
SOLAR-READY ZONE—COMMERCIAL

The provisions contained in this appendix are not mandatory unless specifically referenced in the adopting ordinance.

User note:

About this appendix: *Appendix CB is intended to encourage the installation of renewable energy systems by preparing buildings for the future installation of solar energy equipment, piping and wiring.*

SECTION CB101
SCOPE

CB101.1 General. These provisions shall be applicable for new construction where solar-ready provisions are required.

SECTION CB102
GENERAL DEFINITION

SOLAR-READY ZONE. A section or sections of the roof or building overhang designated and reserved for the future installation of a solar photovoltaic or solar thermal system.

SECTION CB103
SOLAR-READY ZONE

CB103.1 General. A solar-ready zone shall be located on the roof of buildings that are five stories or less in height above grade plane, and are oriented between 110 degrees and 270 degrees of true north or have low-slope roofs. Solar-ready zones shall comply with Sections CB103.2 through CB103.9.

Exceptions:

1. A building with a permanently installed, on-site renewable energy system.
2. A building with a solar-ready zone that is shaded for more than 70 percent of daylight hours annually.
3. A building where the licensed design professional certifies that the incident solar radiation available to the building is not suitable for a solar-ready zone.
4. A building where the licensed design professional certifies that the solar zone area required by Section CB103.3 cannot be met because of extensive rooftop equipment, skylights, vegetative roof areas or other obstructions.

CB103.2 Construction document requirements for a solar-ready zone. Construction documents shall indicate the solar-ready zone.

CB103.3 Solar-ready zone area. The total solar-ready zone area shall be not less than 40 percent of the roof area calculated as the horizontally projected gross roof area less the area covered by skylights, occupied roof decks, vegetative roof areas and mandatory *access* or set back areas as required by the *International Fire Code*. The solar-ready zone shall be a single area or smaller, separated sub-zone areas. Each sub-zone shall be not less than 5 feet (1524 mm) in width in the narrowest dimension.

CB103.4 Obstructions. Solar ready zones shall be free from obstructions, including pipes, vents, ducts, HVAC equipment, skylights and roof-mounted equipment.

CB103.5 Roof loads and documentation. A collateral dead load of not less than 5 pounds per square foot (5 psf) (24.41 kg/m^2) shall be included in the gravity and lateral design calculations for the solar-ready zone. The structural design loads for roof dead load and roof live load shall be indicated on the construction documents.

CB103.6 Interconnection pathway. Construction documents shall indicate pathways for routing of conduit or piping from the solar-ready zone to the electrical service panel and electrical energy storage system area or service hot water system.

CB103.7 Electrical energy storage system-ready area. The floor area of the electrical energy storage system-ready area shall be not less than 2 feet (610 mm) in one dimension and 4 feet (1219 mm) in another dimension, and located in accordance with Section 1207 of the *International Fire Code*. The location and layout diagram of the electrical energy storage system-ready area shall be indicated on the construction documents.

CB103.8 Electrical service reserved space. The main electrical service panel shall have a reserved space to allow installation of a dual-pole circuit breaker for future solar electric and a dual-pole circuit breaker for future electrical energy storage system installation. These spaces shall be labeled "For Future Solar Electric and Storage." The reserved spaces shall be positioned at the end of the panel that is opposite from the panel supply conductor connection.

CB103.9 Construction documentation certificate. A permanent certificate, indicating the solar-ready zone and other requirements of this section, shall be posted near the electrical distribution panel, water heater or other conspicuous location by the builder or registered design professional.

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APPENDIX CC
ZERO ENERGY COMMERCIAL BUILDING PROVISIONS

The provisions contained in this appendix are not mandatory unless specifically referenced in the adopting ordinance.

User note:

About this chapter: *Appendix CC provides a model for applying new renewable energy generation when new buildings add electric load to the grid. This renewable energy will avoid the additional emissions that would otherwise occur from conventional power generation.*

SECTION CC101
GENERAL

CC101.1 Purpose. The purpose of this appendix is to supplement the *International Energy Conservation Code* and require renewable energy systems of adequate capacity to achieve net zero carbon.

CC101.2 Scope. This appendix applies to new buildings that are addressed by the *International Energy Conservation Code*.

Exceptions:

1. Detached one- and two-family dwellings and townhouses as well as Group R-2 buildings three stories or less in height above grade plane, manufactured homes (mobile dwellings), and manufactured houses (modular dwellings).
2. Buildings that use neither electricity nor fossil fuel.

SECTION CC102
DEFINITIONS

CC102.1 Definitions. The definitions contained in this section supplement or modify the definitions in the *International Energy Conservation Code*.

ADJUSTED OFF-SITE RENEWABLE ENERGY. The amount of energy production from off-site renewable energy systems that may be used to offset building energy.

BUILDING ENERGY. All energy consumed at the *building site* as measured at the site boundary. Contributions from on-site or off-site renewable energy systems shall not be considered when determining the building energy.

ENERGY UTILIZATION INTENSITY (EUI). The site energy for either the baseline building or the proposed building divided by the gross *conditioned floor area* plus any semiheated floor area of the building. For the baseline building, the EUI can be divided between regulated energy use and unregulated energy use.

OFF-SITE RENEWABLE ENERGY SYSTEM. Renewable energy system not located on the building project.

ON-SITE RENEWABLE ENERGY SYSTEM. Renewable energy systems on the building project.

RENEWABLE ENERGY SYSTEM. Photovoltaic, solar thermal, geothermal energy and wind systems used to generate energy.

SEMIHEATED SPACE. An enclosed space within a building that is heated by a heating system whose output capacity is greater than or equal to 3.4 Btu/h × ft^2 of floor area but is not a conditioned space.

ZERO ENERGY PERFORMANCE INDEX (ZEPI PB/EE). The ratio of the proposed building EUI without renewables to the baseline building EUI, expressed as a percentage.

SECTION CC103
MINIMUM RENEWABLE ENERGY

CC103.1 Renewable energy. On-site renewable energy systems shall be installed, or off-site renewable energy shall be procured to offset the building energy as calculated in Equation CC-1.

$$RE_{onsite} + RE_{offsite} \geq E_{building} \qquad \textbf{(Equation CC-1)}$$

where:

RE_{onsite} = Annual site energy production from on-site renewable energy systems (see Section CC103.2).

$RE_{offsite}$ = Adjusted annual site energy production from off-site renewable energy systems that may be credited against building energy use (see Section CC103.3).

$E_{building}$ = Building energy use without consideration of renewable energy systems.

When Section C401.2.1(1) is used for compliance with the *International Energy Conservation Code*, building energy shall be determined by multiplying the gross *conditioned floor area* plus the gross semiheated floor area of the proposed building by an EUI selected from Table CC103.1. Use a weighted average for mixed-use buildings.

When Section C401.2.1, Item 2 or Section C401.2.2 is used for compliance with the *International Energy Conservation Code*, building energy shall be determined from energy simulations.

CC103.2 Calculation of on-site renewable energy. The annual energy production from on-site renewable energy

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TABLE CC103.1
ENERGY UTILIZATION INTENSITY FOR BUILDING TYPES AND CLIMATES (kBtu/ft² – yr)

BUILDING AREA TYPE	CLIMATE ZONE																
	0A/1A	0B/1B	2A	2B	3A	3B	3C	4A	4B	4C	5A	5B	5C	6A	6B	7	8
	kBtu/ft² – yr																
Healthcare/hospital (I-2)	119	120	119	113	116	109	106	116	109	106	118	110	105	126	116	131	142
Hotel/motel (R-1)	73	76	73	68	70	67	65	69	66	65	71	68	65	77	72	81	89
Multiple-family (R-2)	43	45	41	41	43	42	36	45	43	41	47	46	41	53	48	53	59
Office (B)	31	32	30	29	29	28	25	28	27	25	29	28	25	33	30	32	36
Restaurant (A-2)	389	426	411	408	444	420	395	483	437	457	531	484	484	589	538	644	750
Retail (M)	46	50	45	46	44	44	37	48	44	44	52	50	46	60	52	64	77
School (E)	42	46	42	40	40	39	36	39	40	40	39	43	37	44	40	45	54
Warehouse (S)	9	12	9	11	12	11	10	17	13	14	23	17	15	32	23	32	32
All others	55	58	54	53	53	51	48	54	52	51	57	54	50	63	57	65	73

systems shall be determined using the PVWatts software or other software approved by the code official.

CC103.3 Off-site renewable energy. Off-site energy shall comply with Sections CC103.3.1 and CC103.3.2.

CC103.3.1 Qualifying off-site procurement methods. The following are considered qualifying off-site renewable energy procurement methods:

1. Community renewables: an off-site renewable energy system for which the owner has purchased or leased renewable energy capacity along with other subscribers.
2. Renewable energy investment fund: an entity that installs renewable energy capacity on behalf of the owner.
3. Virtual power purchase agreement: a power purchase agreement for off-site renewable energy where the owner agrees to purchase renewable energy output at a fixed price schedule.
4. Direct ownership: an off-site renewable energy system owned by the building project owner.
5. Direct access to wholesale market: an agreement between the owner and a renewable energy developer to purchase renewable energy.
6. Green retail tariffs: a program by the retail electricity provider to provide 100-percent renewable energy to the owner.
7. Unbundled Renewable Energy Certificates (RECs): certificates purchased by the owner representing the environmental benefits of renewable energy generation that are sold separately from the electric power.

CC103.3.2 Requirements for all procurement methods. The following requirements shall apply to all *off-site renewable* energy procurement methods:

1. The building owner shall sign a legally binding contract to procure qualifying off-site renewable energy.
2. The procurement contract shall have duration of not less than 15 years and shall be structured to survive a partial or full transfer of ownership of the property.
3. RECs and other environmental attributes associated with the procured *off-site renewable energy* shall be assigned to the building project for the duration of the contract.
4. The renewable energy generating source shall include one or more of the following: photovoltaic systems, solar thermal power plants, geothermal power plants and wind turbines.
5. The generation source shall be located where the energy can be delivered to the building site by the same utility or distribution entity, the same independent system operator (ISO) or regional transmission organization (RTO), or within integrated ISOs (electric coordination council).
6. The *off-site renewable energy* producer shall maintain transparent accounting that clearly assigns production to the building. Records on power sent to or purchased by the building shall be retained by the building owner and made available for inspection by the code official upon request.

CC103.3.3 Adjusted off-site renewable energy. The process for calculating the adjusted *off-site renewable energy* is shown in Equation CC-2.

$$RE_{offsite} = \sum_{i=1}^{n} PF_i \times RE_i = PF_1 \times RE_1 + PF_2 \times RE_2 + ... + PF_n \times RE_n$$

(Equation CC-2)

where:

$RE_{offsite}$ = Adjusted off-site renewable energy.

PF_i = Procurement factor for the i^{th} renewable energy procurement method or class taken from Table CC103.3.3.

RE_i = Annual energy production for the i^{th} renewable energy procurement method or class.

n = The number of renewable energy procurement options or classes considered.

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TABLE CC103.3.3
DEFAULT OFF-SITE RENEWABLE ENERGY PROCUREMENT METHODS, CLASSES AND COEFFICIENTS

CLASS	PROCUREMENT FACTOR (PF)	PROCUREMENT OPTIONS	ADDITIONAL REQUIREMENTS (see also Section CC103.3.2)
1	0.75	Community solar	—
		REIFs	Entity must be managed to prevent fraud or misuse of funds.
		Virtual PPA	—
		Self-owned off-site	Provisions shall prevent the generation from being sold separately from the building.
2	0.55	Green retail tariffs	The offering shall not include the purchase of unbundled RECs.
		Direct access	The offering shall not include the purchase of unbundled RECs.
3	0.20	Unbundled RECs	The vintage of the RECs shall align with building energy use.

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IECC—RESIDENTIAL PROVISIONS

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CHAPTER 1 [RE]
SCOPE AND ADMINISTRATION

User note:

About this chapter: *Chapter 1 establishes the limits of applicability of this code and describes how the code is to be applied and enforced. Chapter 1 is in two parts: Part 1—Scope and Application (Sections R101–R102) and Part 2—Administration and Enforcement (Sections R103–R110). Section R101 identifies which buildings and structures come under its purview and references other I-Codes as applicable. Standards and codes are scoped to the extent referenced (see Section R108.1).*

This code is intended to be adopted as a legally enforceable document, and it cannot be effective without adequate provisions for its administration and enforcement. The provisions of Chapter 1 establish the authority and duties of the code official appointed by the authority having jurisdiction and also establish the rights and privileges of the design professional, contractor and property owner.

PART 1—SCOPE AND APPLICATION

SECTION R101
SCOPE AND GENERAL REQUIREMENTS

R101.1 Title. This code shall be known as the *Energy Conservation Code* of **the City of Pueblo, Colorado** and shall be cited as such. It is referred to herein as "this code."

R101.2 Scope. This code applies to *residential buildings, building* sites and associated systems and equipment.

R101.3 Intent. This code shall regulate the design and construction of *buildings* for the effective use and conservation of energy over the useful life of each building. This code is intended to provide flexibility to permit the use of innovative approaches and techniques to achieve this objective. This code is not intended to abridge safety, health or environmental requirements contained in other applicable codes or ordinances.

R101.4 Applicability. Where, in any specific case, different sections of this code specify different materials, methods of construction or other requirements, the most restrictive shall govern. Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall govern.

R101.4.1 Mixed residential and commercial buildings. Where a *building* includes both *residential building* and *commercial building* portions, each portion shall be separately considered and meet the applicable provisions of the IECC—Commercial Provisions or IECC—Residential Provisions.

R101.5 Compliance. *Residential buildings* shall meet the provisions of IECC—Residential Provisions. *Commercial buildings* shall meet the provisions of IECC—Commercial Provisions.

R101.5.1 Compliance materials. The *code official* shall be permitted to approve specific computer software, worksheets, compliance manuals and other similar materials that meet the intent of this code.

SECTION R102
ALTERNATIVE MATERIALS, DESIGN AND METHODS OF CONSTRUCTION AND EQUIPMENT

R102.1 General. The provisions of this code are not intended to prevent the installation of any material or to prohibit any design or method of construction not specifically prescribed by this code, provided that any such alternative has been approved. The *code official* shall have the authority to approve an alternative material, design or method of construction upon the written application of the owner or the owner's authorized agent. The code official shall first find that the proposed design is satisfactory and complies with the intent of the provisions of this code, and that the material, method or work offered is, for the purpose intended, not less than the equivalent of that prescribed in this code for strength, effectiveness, fire resistance, durability, energy conservation and safety. The *code official* shall respond to the applicant, in writing, stating the reasons why the alternative was *approved* or was not *approved*.

R102.1.1 Above code programs. The *code official* or other authority having jurisdiction shall be permitted to deem a national, state or local energy-efficiency program to exceed the energy efficiency required by this code. *Buildings approved* in writing by such an energy-efficiency program shall be considered to be in compliance with this code where such buildings also meet the requirements identified in Table R405.2 and the *building thermal envelope* is greater than or equal to levels of efficiency and solar heat gain coefficients (SHGC) in Tables 402.1.1 and 402.1.3 of the 2009 *International Energy Conservation Code*.

PART 2—ADMINISTRATION AND ENFORCEMENT

SECTION R103
CONSTRUCTION DOCUMENTS

R103.1 General. Construction documents, technical reports and other supporting data shall be submitted in one or more sets, or in a digital format where allowed by the *code official*, with each application for a permit. The construction documents and technical reports shall be prepared by a registered design professional where required by the statutes of the

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jurisdiction in which the project is to be constructed. Where special conditions exist, the *code official* is authorized to require necessary construction documents to be prepared by a registered design professional.

Exception: The *code official* is authorized to waive the requirements for construction documents or other supporting data if the *code official* determines they are not necessary to confirm compliance with this code.

R103.2 Information on construction documents. Construction documents shall be drawn to scale on suitable material. Electronic media documents are permitted to be submitted where *approved* by the *code official*. Construction documents shall be of sufficient clarity to indicate the location, nature and extent of the work proposed, and show in sufficient detail pertinent data and features of the *building*, systems and equipment as herein governed. Details shall include the following as applicable:

1. Energy compliance path.
2. Insulation materials and their *R*-values.
3. Fenestration *U*-factors and *solar heat gain coefficients* (SHGC).
4. Area-weighted *U*-factor and *solar heat gain coefficients* (SHGC) calculations.
5. Mechanical system design criteria.
6. Mechanical and service water-heating systems and equipment types, sizes and efficiencies.
7. Equipment and system controls.
8. Duct sealing, duct and pipe insulation and location.
9. Air sealing details.

R103.2.1 Building thermal envelope depiction. The *building thermal envelope* shall be represented on the construction documents.

R103.3 Examination of documents. The *code official* shall examine or cause to be examined the accompanying construction documents and shall ascertain whether the construction indicated and described is in accordance with the requirements of this code and other pertinent laws or ordinances. The *code official* is authorized to utilize a registered design professional, or other *approved* entity not affiliated with the building design or construction, in conducting the review of the plans and specifications for compliance with the code.

R103.3.1 Approval of construction documents. When the *code official* issues a permit where construction documents are required, the construction documents shall be endorsed in writing and stamped "Reviewed for Code Compliance." Such *approved* construction documents shall not be changed, modified or altered without authorization from the *code official*. Work shall be done in accordance with the *approved* construction documents.

One set of construction documents so reviewed shall be retained by the *code official*. The other set shall be returned to the applicant, kept at the site of work and shall be open to inspection by the *code official* or a duly authorized representative.

R103.3.2 Previous approvals. This code shall not require changes in the construction documents, construction or designated occupancy of a structure for which a lawful permit has been heretofore issued or otherwise lawfully authorized, and the construction of which has been pursued in good faith within 180 days after the effective date of this code and has not been abandoned.

R103.3.3 Phased approval. The *code official* shall have the authority to issue a permit for the construction of part of an energy conservation system before the construction documents for the entire system have been submitted or *approved*, provided adequate information and detailed statements have been filed complying with all pertinent requirements of this code. The holders of such permit shall proceed at their own risk without assurance that the permit for the entire energy conservation system will be granted.

R103.4 Amended construction documents. Work shall be installed in accordance with the *approved* construction documents, and any changes made during construction that are not in compliance with the *approved* construction documents shall be resubmitted for approval as an amended set of construction documents.

R103.5 Retention of construction documents. One set of *approved* construction documents shall be retained by the *code official* for a period of not less than 180 days from date of completion of the permitted work, or as required by state or local laws.

SECTION R104
FEES

R104.1 Fees. A permit shall not be issued until the fees prescribed in Section R104.2 have been paid, nor shall an amendment to a permit be released until the additional fee, if any, has been paid.

R104.2 Schedule of permit fees. Where a permit is required, a fee for each permit shall be paid as required, in accordance with the schedule as established by the applicable governing authority.

R104.3 Work commencing before permit issuance. Any person who commences any work before obtaining the necessary permits shall be subject to an additional fee established by the *code official* that shall be in addition to the required permit fees.

R104.4 Related fees. The payment of the fee for the construction, *alteration*, removal or demolition of work done in connection to or concurrently with the work or activity authorized by a permit shall not relieve the applicant or holder of the permit from the payment of other fees that are prescribed by law.

R104.5 Refunds. The *code official* is authorized to establish a refund policy.

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SECTION R105
INSPECTIONS

R105.1 General. Construction or work for which a permit is required shall be subject to inspection by the *code official* or his or her designated agent, and such construction or work shall remain visible and able to be accessed for inspection purposes until *approved*. It shall be the duty of the permit applicant to cause the work to remain visible and able to be accessed for inspection purposes. Neither the *code official* nor the jurisdiction shall be liable for expense entailed in the removal or replacement of any material, product, system or building component required to allow inspection to validate compliance with this code.

R105.2 Required inspections. The *code official* or his or her designated agent, upon notification, shall make the inspections set forth in Sections R105.2.1 through R105.2.5.

R105.2.1 Footing and foundation inspection. Inspections associated with footings and foundations shall verify compliance with the code as to *R*-value, location, thickness, depth of burial and protection of insulation as required by the code and *approved* plans and specifications.

R105.2.2 Framing and rough-in inspection. Inspections at framing and rough-in shall be made before application of interior finish and shall verify compliance with the code as to: types of insulation and corresponding *R*-values and their correct location and proper installation; fenestration properties such as *U*-factor and SHGC and proper installation; air leakage controls as required by the code; and *approved* plans and specifications.

R105.2.3 Plumbing rough-in inspection. Inspections at plumbing rough-in shall verify compliance as required by the code and *approved* plans and specifications as to types of insulation and corresponding *R*-values and protection, and required controls.

R105.2.4 Mechanical rough-in inspection. Inspections at mechanical rough-in shall verify compliance as required by the code and *approved* plans and specifications as to installed HVAC equipment type and size, required controls, system insulation and corresponding *R*-value, system air leakage control, programmable thermostats, dampers, whole-house ventilation, and minimum fan efficiency.

Exception: Systems serving multiple dwelling units shall be inspected in accordance with Section C105.2.4.

R105.2.5 Final inspection. The *building* shall have a final inspection and shall not be occupied until *approved*. The final inspection shall include verification of the installation of all required *building* systems, equipment and controls and their proper operation and the required number of high-efficacy lamps and fixtures.

R105.3 Reinspection. A *building* shall be reinspected where determined necessary by the *code official*.

R105.4 Approved inspection agencies. The *code official* is authorized to accept reports of third-party inspection agencies not affiliated with the *building* design or construction, provided that such agencies are *approved* as to qualifications and reliability relevant to the *building* components and systems that they are inspecting.

R105.5 Inspection requests. It shall be the duty of the holder of the permit or their duly authorized agent to notify the *code official* when work is ready for inspection. It shall be the duty of the permit holder to provide access to and means for inspections of such work that are required by this code.

R105.6 Reinspection and testing. Where any work or installation does not pass an initial test or inspection, the necessary corrections shall be made to achieve compliance with this code. The work or installation shall then be resubmitted to the *code official* for inspection and testing.

SECTION R106
NOTICE OF APPROVAL

R106.1 Approval. After the prescribed tests and inspections indicate that the work complies in all respects with this code, a notice of approval shall be issued by the *code official*.

R106.2 Revocation. The *code official* is authorized to, in writing, suspend or revoke a notice of approval issued under the provisions of this code wherever the certificate is issued in error, or on the basis of incorrect information supplied, or where it is determined that the *building* or structure, premise, or portion thereof is in violation of any ordinance or regulation or any of the provisions of this code.

SECTION R107
VALIDITY

R107.1 General. If a portion of this code is held to be illegal or void, such a decision shall not affect the validity of the remainder of this code.

SECTION R108
REFERENCED STANDARDS

R108.1 Referenced codes and standards. The codes and standards referenced in this code shall be those indicated in Chapter 6, and such codes and standards shall be considered as part of the requirements of this code to the prescribed extent of each such reference and as further regulated in Sections R108.1.1 and R108.1.2.

R108.1.1 Conflicts. Where conflicts occur between provisions of this code and referenced codes and standards, the provisions of this code shall apply.

R108.1.2 Provisions in referenced codes and standards. Where the extent of the reference to a referenced code or standard includes subject matter that is within the scope of this code, the provisions of this code, as applicable, shall take precedence over the provisions in the referenced code or standard.

R108.2 Application of references. References to chapter or section numbers, or to provisions not specifically identified

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by number, shall be construed to refer to such chapter, section or provision of this code.

R108.3 Other laws. The provisions of this code shall not be deemed to nullify any provisions of local, state or federal law.

SECTION R109
STOP WORK ORDER

R109.1 Authority. Where the *code official* finds any work regulated by this code being performed in a manner contrary to the provisions of this code or in a dangerous or unsafe manner, the *code official* is authorized to issue a stop work order.

R109.2 Issuance. The stop work order shall be in writing and shall be given to the owner of the property, the owner's authorized agent or the person performing the work. Upon issuance of a stop work order, the cited work shall immediately cease. The stop work order shall state the reason for the order and the conditions under which the cited work is authorized to resume.

R109.3 Emergencies. Where an emergency exists, the *code official* shall not be required to give a written notice prior to stopping the work.

R109.4 Failure to comply. Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be subject to fines established by the authority having jurisdiction.

SECTION R110
MEANS OF APPEALS

R110.1 General. In order to hear and decide appeals of orders, decisions or determinations made by the *code official* relative to the application and interpretation of this code, there shall be and is hereby created a board of appeals. The board of appeals shall be appointed by the applicable governing authority and shall hold office at its pleasure. The board shall adopt rules of procedure for conducting its business and shall render all decisions and findings in writing to the appellant with a duplicate copy to the code official.

R110.2 Limitations on authority. An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply or an equivalent or better form of construction is proposed. The board shall not have authority to waive requirements of this code or interpret the administration of this code.

R110.3 Qualifications. The board of appeals shall consist of members who are qualified by experience and training and are not employees of the jurisdiction.

R110.4 Administration. The code official shall take immediate action in accordance with the decision of the board.

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CHAPTER 2 [RE]
DEFINITIONS

User note:

About this chapter: *Codes, by their very nature, are technical documents. Every word, term and punctuation mark can add to or change the meaning of a technical requirement. It is necessary to maintain a consensus on the specific meaning of each term contained in the code. Chapter 2 performs this function by stating clearly what specific terms mean for the purpose of the code.*

SECTION R201
GENERAL

R201.1 Scope. Unless stated otherwise, the following words and terms in this code shall have the meanings indicated in this chapter.

R201.2 Interchangeability. Words used in the present tense include the future; words in the masculine gender include the feminine and neuter; the singular number includes the plural and the plural includes the singular.

R201.3 Terms defined in other codes. Terms that are not defined in this code but are defined in the *International Building Code*, *International Fire Code*, *International Fuel Gas Code*, *International Mechanical Code*, *International Plumbing Code* or the *International Residential Code* shall have the meanings ascribed to them in those codes.

R201.4 Terms not defined. Terms not defined by this chapter shall have ordinarily accepted meanings such as the context implies.

SECTION R202
GENERAL DEFINITIONS

ABOVE-GRADE WALL. A wall more than 50 percent above grade and enclosing *conditioned space*. This includes between-floor spandrels, peripheral edges of floors, roof and basement knee walls, dormer walls, gable end walls, walls enclosing a mansard roof and *skylight* shafts.

ACCESS (TO). That which enables a device, appliance or equipment to be reached by *ready access* or by a means that first requires the removal or movement of a panel or similar obstruction.

ADDITION. An extension or increase in the *conditioned space* floor area, number of stories or height of a building or structure.

AIR BARRIER. One or more materials joined together in a continuous manner to restrict or prevent the passage of air through the *building thermal envelope* and its assemblies.

ALTERATION. Any construction, retrofit or renovation to an existing structure other than *repair* or *addition*. Also, a change in a building, electrical, gas, mechanical or plumbing system that involves an extension, addition or change to the arrangement, type or purpose of the original installation.

APPROVED. Acceptable to the *code official.*

APPROVED AGENCY. An established and recognized agency that is regularly engaged in conducting tests furnishing inspection services, or furnishing product certification, where such agency has been *approved* by the *code official.*

AUTOMATIC. Self-acting, operating by its own mechanism when actuated by some impersonal influence, as, for example, a change in current strength, pressure, temperature or mechanical configuration (see "*Manual*").

BASEMENT WALL. A wall 50 percent or more below grade and enclosing *conditioned space.*

BUILDING. Any structure used or intended for supporting or sheltering any use or occupancy, including any mechanical systems, service water-heating systems and electric power and lighting systems located on the building site and supporting the building.

BUILDING SITE. A contiguous area of land that is under the ownership or control of one entity.

BUILDING THERMAL ENVELOPE. The *basement walls, exterior walls,* floors, ceiling, roofs and any other *building* element assemblies that enclose *conditioned space* or provide a boundary between *conditioned space* and exempt or unconditioned space.

CAVITY INSULATION. Insulating material located between framing members.

CIRCULATING HOT WATER SYSTEM. A specifically designed water distribution system where one or more pumps are operated in the service hot water piping to circulate heated water from the water-heating equipment to fixtures and back to the water-heating equipment.

CLIMATE ZONE. A geographical region based on climatic criteria as specified in this code.

CODE OFFICIAL. The officer or other designated authority charged with the administration and enforcement of this code or a duly authorized representative.

COMMERCIAL BUILDING. For this code, all buildings that are not included in the definition of "*Residential building*."

CONDITIONED FLOOR AREA. The horizontal projection of the floors associated with the *conditioned space*.

CONDITIONED SPACE. An area, room or space that is enclosed within the *building thermal envelope* and that is directly or indirectly heated or cooled. Spaces are indirectly heated or cooled where they communicate through openings with conditioned spaces, where they are separated from

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conditioned spaces by uninsulated walls, floors or ceilings, or where they contain uninsulated ducts, piping or other sources of heating or cooling.

CONTINUOUS AIR BARRIER. A combination of materials and assemblies that restrict or prevent the passage of air through the *building thermal envelope*.

CONTINUOUS INSULATION (ci). Insulating material that is continuous across all structural members without thermal bridges other than fasteners and service openings. It is installed on the interior or exterior, or is integral to any opaque surface, of the *building* envelope.

CRAWL SPACE WALL. The opaque portion of a wall that encloses a crawl space and is partially or totally below grade.

CURTAIN WALL. Fenestration products used to create an external nonload-bearing wall that is designed to separate the exterior and interior environments.

DEMAND RECIRCULATION WATER SYSTEM. A water distribution system where one or more pumps prime the service hot water piping with heated water upon demand for hot water.

DIMMER. A control device that is capable of continuously varying the light output and energy use of light sources.

DUCT. A tube or conduit utilized for conveying air. The air passages of self-contained systems are not to be construed as air ducts.

DUCT SYSTEM. A continuous passageway for the transmission of air that, in addition to ducts, includes duct fittings, dampers, plenums, fans and accessory air-handling equipment and appliances.

DWELLING UNIT. A single unit providing complete independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking and sanitation.

DWELLING UNIT ENCLOSURE AREA. The sum of the area of ceiling, floors, and walls separating a *dwelling unit's conditioned space* from the exterior or from adjacent conditioned or unconditioned spaces. Wall height shall be measured from the finished floor of the *dwelling unit* to the underside of the floor above.

ENERGY ANALYSIS. A method for estimating the annual energy use of the *proposed design* and *standard reference design* based on estimates of energy use.

ENERGY COST. The total estimated annual cost for purchased energy for the building functions regulated by this code, including applicable demand charges.

ENERGY SIMULATION TOOL. An *approved* software program or calculation-based methodology that projects the annual energy use of a *building*.

ERI REFERENCE DESIGN. A version of the *rated design* that meets the minimum requirements of the 2006 *International Energy Conservation Code*.

EXTERIOR WALL. Walls including both *above-grade walls* and *basement walls*.

FENESTRATION. Products classified as either *vertical fenestration* or *skylights*.

Skylights. Glass or other transparent or translucent glazing material installed at a slope of less than 60 degrees (1.05 rad) from horizontal including unit skylights, tubular daylighting devices, and glazing materials in solariums, sunrooms, roofs and sloped walls.

Vertical fenestration. Windows that are fixed or operable, opaque doors, glazed doors, glazed block and combination opaque/glazed doors composed of glass or other transparent or translucent glazing materials and installed at a slope of not less than 60 degrees (1.05 rad) from horizontal.

FENESTRATION PRODUCT, SITE-BUILT. A fenestration designed to be made up of field-glazed or field-assembled units using specific factory cut or otherwise factory-formed framing and glazing units. Examples of site-built fenestration include storefront systems, curtain walls and atrium roof systems.

HEATED SLAB. Slab-on-grade construction in which the heating elements, hydronic tubing, or hot air distribution system is in contact with, or placed within or under, the slab.

HIGH-EFFICACY LIGHT SOURCES. Any lamp with an efficacy of not less than 65 lumens per watt, or luminaires with an efficacy of not less than 45 lumens per watt.

HISTORIC BUILDING. Any building or structure that is one or more of the following:

1. Listed, or certified as eligible for listing by the State Historic Preservation Officer or the Keeper of the National Register of Historic Places, in the National Register of Historic Places.
2. Designated as historic under an applicable state or local law.
3. Certified as a contributing resource within a National Register-listed, state-designated or locally designated historic district.

INFILTRATION. The uncontrolled inward air leakage into a *building* caused by the pressure effects of wind or the effect of differences in the indoor and outdoor air density or both.

INSULATED SIDING. A type of continuous insulation with manufacturer-installed insulating material as an integral part of the cladding product having an *R*-value of not less than R-2.

LABELED. Equipment, materials or products to which have been affixed a label, seal, symbol or other identifying mark of a nationally recognized testing laboratory, *approved* agency or other organization concerned with product evaluation that maintains periodic inspection of the production of such labeled items and whose labeling indicates either that the equipment, material or product meets identified standards or has been tested and found suitable for a specified purpose.

LISTED. Equipment, materials, products or services included in a list published by an organization acceptable to the *code official* and concerned with evaluation of products or

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services that maintains periodic inspection of production of *listed* equipment or materials or periodic evaluation of services and whose listing states either that the equipment, material, product or service meets identified standards or has been tested and found suitable for a specified purpose.

➡

MANUAL. Capable of being operated by personal intervention (see "*Automatic*").

OCCUPANT SENSOR CONTROL. An automatic control device that detects the presence or absence of people within an area and causes lighting, equipment or appliances to be regulated accordingly.

ON-SITE RENEWABLE ENERGY. Energy from renewable energy resources harvested at the building site.

OPAQUE DOOR. A door that is not less than 50-percent opaque in surface area.

PROPOSED DESIGN. A description of the proposed *building* used to estimate annual energy use for determining compliance based on total building performance.

RATED DESIGN. A description of the proposed *building* used to determine the energy rating index.

READY ACCESS (TO). That which enables a device, appliance or equipment to be directly reached without requiring the removal or movement of any panel or similar obstruction.

RENEWABLE ENERGY CERTIFICATE (REC). An instrument that represents the environmental attributes of one megawatt hour of renewable energy; also known as an energy attribute certificate (EAC).

RENEWABLE ENERGY RESOURCES. Energy derived from solar radiation, wind, waves, tides, landfill gas, biogas, biomass or extracted from hot fluid or steam heated within the earth.

REPAIR. The reconstruction or renewal of any part of an existing *building* for the purpose of its maintenance or to correct damage.

REROOFING. The process of recovering or replacing an existing roof covering. See "*Roof recover*" and "*Roof replacement*."

RESIDENTIAL BUILDING. For this code, includes detached one- and two-family dwellings and townhouses as well as *Group R*-2, *R*-3 and *R*-4 buildings three stories or less in height above grade plane.

ROOF ASSEMBLY. A system designed to provide weather protection and resistance to design loads. The system consists of a roof covering and roof deck or a single component serving as both the roof covering and the roof deck. A roof assembly includes the roof covering, underlayment and roof deck and can also include a thermal barrier, an ignition barrier, insulation or a vapor retarder.

ROOF RECOVER. The process of installing an additional roof covering over an existing roof covering without removing the existing roof covering.

ROOF REPAIR. Reconstruction or renewal of any part of an existing roof for the purposes of its maintenance.

ROOF REPLACEMENT. The process of removing the existing roof covering, repairing any damaged substrate and installing a new roof covering.

***R*-VALUE (THERMAL RESISTANCE).** The inverse of the time rate of heat flow through a body from one of its bounding surfaces to the other surface for a unit temperature difference between the two surfaces, under steady state conditions, per unit area ($h \times ft^2 \times °F/Btu$) [$(m^2 \times K)/W$].

SERVICE WATER HEATING. Supply of hot water for purposes other than comfort heating.

SOLAR HEAT GAIN COEFFICIENT (SHGC). The ratio of the solar heat gain entering the space through the fenestration assembly to the incident solar radiation. Solar heat gain includes directly transmitted solar heat and absorbed solar radiation that is then reradiated, conducted or convected into the space.

STANDARD REFERENCE DESIGN. A version of the *proposed design* that meets the minimum requirements of this code and is used to determine the maximum annual energy use requirement for compliance based on total building performance.

SUNROOM. A one-story structure attached to a dwelling with a glazing area in excess of 40 percent of the gross area of the structure's *exterior walls* and roof.

THERMAL DISTRIBUTION EFFICIENCY (TDE). The resistance to changes in air heat as air is conveyed through a distance of air duct. TDE is a heat loss calculation evaluating the difference in the heat of the air between the air duct inlet and outlet caused by differences in temperatures between the air in the duct and the duct material. TDE is expressed as a percent difference between the inlet and outlet heat in the duct.

THERMAL ISOLATION. Physical and space conditioning separation from *conditioned spaces*. The *conditioned spaces* shall be controlled as separate zones for heating and cooling or conditioned by separate equipment.

THERMOSTAT. An automatic control device used to maintain temperature at a fixed or adjustable setpoint.

***U*-FACTOR (THERMAL TRANSMITTANCE).** The coefficient of heat transmission (air to air) through a building component or assembly, equal to the time rate of heat flow per unit area and unit temperature difference between the warm side and cold side air films ($Btu/h \times ft^2 \times °F$) [$W/(m^2 \times K)$].

VENTILATION. The natural or mechanical process of supplying conditioned or unconditioned air to, or removing such air from, any space.

VENTILATION AIR. That portion of supply air that comes from outside (outdoors) plus any recirculated air that has been treated to maintain the desired quality of air within a designated space.

VISIBLE TRANSMITTANCE (VT). The ratio of visible light entering the space through the fenestration product assembly to the incident visible light. Visible Transmittance includes the effects of glazing material and frame and is expressed as a number between 0 and 1.

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VENTILATION AIR. That portion of supply air that comes from outside (outdoors) plus any recirculated air that has been treated to maintain the desired quality of air within a designated space.

VISIBLE TRANSMITTANCE (VT). The ratio of visible light entering the space through the fenestration product assembly to the incident visible light. Visible Transmittance includes the effects of glazing material and frame and is expressed as a number between 0 and 1.

WHOLE HOUSE MECHANICAL VENTILATION SYSTEM. An exhaust system, supply system, or combination thereof that is designed to mechanically exchange indoor air with outdoor air when operating continuously or through a programmed intermittent schedule to satisfy the whole house ventilation rates.

ZONE. A space or group of spaces within a *building* with heating or cooling requirements that are sufficiently similar so that desired conditions can be maintained throughout using a single controlling device.

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CHAPTER 3 [RE]
GENERAL REQUIREMENTS

User note:

About this chapter: *Chapter 3 addresses broadly applicable requirements that would not be at home in other chapters having more specific coverage of subject matter. This chapter establishes climate zone by US counties and territories and includes methodology for determining climate zones elsewhere. It also contains product rating, marking and installation requirements for materials such as insulation, windows, doors and siding.*

SECTION R301
CLIMATE ZONES

R301.1 General. *Climate zones* from Figure R301.1 or Table R301.1 shall be used for determining the applicable requirements from Chapter 4. Locations not indicated in Table R301.1 shall be assigned a *climate zone* in accordance with Section R301.3.

R301.2 Warm Humid counties. In Table R301.1, Warm Humid counties are identified by an asterisk.

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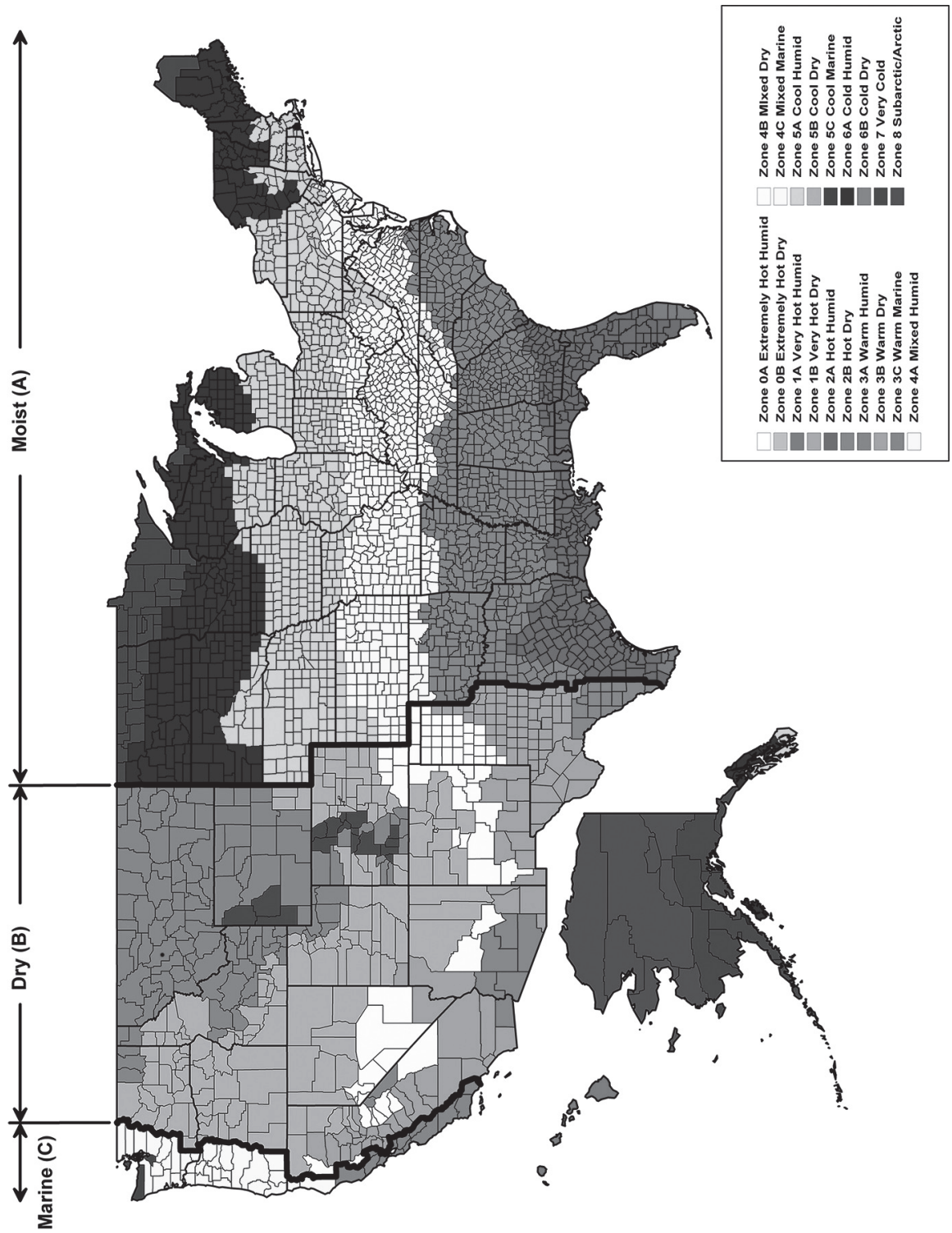

FIGURE R301.1
CLIMATE ZONES

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TABLE R301.1
CLIMATE ZONES, MOISTURE REGIMES, AND WARM HUMID DESIGNATIONS BY STATE, COUNTY AND TERRITORY[a]

US STATES
ALABAMA
3A Autauga*
2A Baldwin*
3A Barbour*
3A Bibb
3A Blount
3A Bullock*
3A Butler*
3A Calhoun
3A Chambers
3A Cherokee
3A Chilton
3A Choctaw*
3A Clarke*
3A Clay
3A Cleburne
2A Coffee*
3A Colbert
3A Conecuh*
3A Coosa
2A Covington*
3A Crenshaw*
3A Cullman
2A Dale*
3A Dallas*
3A DeKalb
3A Elmore*
2A Escambia*
3A Etowah
3A Fayette
3A Franklin
2A Geneva*
3A Greene
3A Hale
2A Henry*
2A Houston*
3A Jackson
3A Jefferson
3A Lamar
3A Lauderdale
3A Lawrence
3A Lee
3A Limestone
3A Lowndes*
3A Macon*
3A Madison
3A Marengo*
3A Marion
3A Marshall
2A Mobile*
3A Monroe*
3A Montgomery*
3A Morgan
3A Perry*
3A Pickens
3A Pike*
3A Randolph
3A Russell*
3A Shelby
3A St. Clair
3A Sumter
3A Talladega
3A Tallapoosa
3A Tuscaloosa
3A Walker
3A Washington*
3A Wilcox*
3A Winston
ALASKA
7 Aleutians East
7 Aleutians West
7 Anchorage
7 Bethel
7 Bristol Bay
8 Denali
7 Dillingham
8 Fairbanks North Star
6A Haines
6A Juneau
7 Kenai Peninsula
5C Ketchikan Gateway
6A Kodiak Island
7 Lake and Peninsula
7 Matanuska-Susitna
8 Nome
8 North Slope
8 Northwest Arctic

(continued)

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TABLE R301.1—continued
CLIMATE ZONES, MOISTURE REGIMES, AND WARM HUMID DESIGNATIONS BY STATE, COUNTY AND TERRITORY[a]

US STATES—continued
ALASKA *(continued)*
5C Prince of Wales Outer Ketchikan
5C Sitka
6A Skagway-Hoonah-Angoon
8 Southeast Fairbanks
7 Valdez-Cordova
8 Wade Hampton
6A Wrangell-Petersburg
7 Yakutat
8 Yukon-Koyukuk
ARIZONA
5B Apache
3B Cochise
5B Coconino
4B Gila
3B Graham
3B Greenlee
2B La Paz
2B Maricopa
3B Mohave
5B Navajo
2B Pima
2B Pinal
3B Santa Cruz
4B Yavapai
2B Yuma
ARKANSAS
3A Arkansas
3A Ashley
4A Baxter
4A Benton
4A Boone
3A Bradley
3A Calhoun
4A Carroll
3A Chicot
3A Clark
3A Clay
3A Cleburne
3A Cleveland
3A Columbia*
3A Conway
3A Craighead
3A Crawford
3A Crittenden
3A Cross
3A Dallas
3A Desha
3A Drew
3A Faulkner
3A Franklin
4A Fulton
3A Garland
3A Grant
3A Greene
3A Hempstead*
3A Hot Spring
3A Howard
3A Independence
4A Izard
3A Jackson
3A Jefferson
3A Johnson
3A Lafayette*
3A Lawrence
3A Lee
3A Lincoln
3A Little River*
3A Logan
3A Lonoke
4A Madison
4A Marion
3A Miller*
3A Mississippi
3A Monroe
3A Montgomery
3A Nevada
4A Newton
3A Ouachita
3A Perry
3A Phillips
3A Pike
3A Poinsett
3A Polk
3A Pope
3A Prairie
3A Pulaski
3A Randolph

(continued)

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TABLE R301.1—continued
CLIMATE ZONES, MOISTURE REGIMES, AND WARM HUMID DESIGNATIONS BY STATE, COUNTY AND TERRITORY[a]

US STATES—continued
ARKANSAS *(continued)*
3A Saline
3A Scott
4A Searcy
3A Sebastian
3A Sevier*
3A Sharp
3A St. Francis
4A Stone
3A Union*
3A Van Buren
4A Washington
3A White
3A Woodruff
3A Yell
CALIFORNIA
3C Alameda
6B Alpine
4B Amador
3B Butte
4B Calaveras
3B Colusa
3B Contra Costa
4C Del Norte
4B El Dorado
3B Fresno
3B Glenn
4C Humboldt
2B Imperial
4B Inyo
3B Kern
3B Kings
4B Lake
5B Lassen
3B Los Angeles
3B Madera
3C Marin
4B Mariposa
3C Mendocino
3B Merced
5B Modoc
6B Mono
3C Monterey
3C Napa
5B Nevada
3B Orange
3B Placer
5B Plumas
3B Riverside
3B Sacramento
3C San Benito
3B San Bernardino
3B San Diego
3C San Francisco
3B San Joaquin
3C San Luis Obispo
3C San Mateo
3C Santa Barbara
3C Santa Clara
3C Santa Cruz
3B Shasta
5B Sierra
5B Siskiyou
3B Solano
3C Sonoma
3B Stanislaus
3B Sutter
3B Tehama
4B Trinity
3B Tulare
4B Tuolumne
3C Ventura
3B Yolo
3B Yuba
COLORADO
5B Adams
6B Alamosa
5B Arapahoe
6B Archuleta
4B Baca
4B Bent
5B Boulder
5B Broomfield
6B Chaffee
5B Cheyenne
7 Clear Creek
6B Conejos
6B Costilla
5B Crowley

(continued)

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TABLE R301.1—continued
CLIMATE ZONES, MOISTURE REGIMES, AND WARM HUMID DESIGNATIONS BY STATE, COUNTY AND TERRITORY[a]

US STATES—continued
COLORADO *(continued)*
5B Custer
5B Delta
5B Denver
6B Dolores
5B Douglas
6B Eagle
5B Elbert
5B El Paso
5B Fremont
5B Garfield
5B Gilpin
7 Grand
7 Gunnison
7 Hinsdale
5B Huerfano
7 Jackson
5B Jefferson
5B Kiowa
5B Kit Carson
7 Lake
5B La Plata
5B Larimer
4B Las Animas
5B Lincoln
5B Logan
5B Mesa
7 Mineral
6B Moffat
5B Montezuma
5B Montrose
5B Morgan
4B Otero
6B Ouray
7 Park
5B Phillips
7 Pitkin
4B Prowers
5B Pueblo
6B Rio Blanco
7 Rio Grande
7 Routt
6B Saguache
7 San Juan
6B San Miguel
5B Sedgwick
7 Summit
5B Teller
5B Washington
5B Weld
5B Yuma
CONNECTICUT
5A (all)
DELAWARE
4A (all)
DISTRICT OF COLUMBIA
4A (all)
FLORIDA
2A Alachua*
2A Baker*
2A Bay*
2A Bradford*
2A Brevard*
1A Broward*
2A Calhoun*
2A Charlotte*
2A Citrus*
2A Clay*
2A Collier*
2A Columbia*
2A DeSoto*
2A Dixie*
2A Duval*
2A Escambia*
2A Flagler*
2A Franklin*
2A Gadsden*
2A Gilchrist*
2A Glades*
2A Gulf*
2A Hamilton*
2A Hardee*
2A Hendry*
2A Hernando*
2A Highlands*
2A Hillsborough*
2A Holmes*
2A Indian River*
2A Jackson*

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TABLE R301.1—continued
CLIMATE ZONES, MOISTURE REGIMES, AND WARM HUMID DESIGNATIONS BY STATE, COUNTY AND TERRITORY[a]

US STATES—continued
FLORIDA *(continued)*
2A Jefferson*
2A Lafayette*
2A Lake*
2A Lee*
2A Leon*
2A Levy*
2A Liberty*
2A Madison*
2A Manatee*
2A Marion*
2A Martin*
1A Miami-Dade*
1A Monroe*
2A Nassau*
2A Okaloosa*
2A Okeechobee*
2A Orange*
2A Osceola*
1A Palm Beach*
2A Pasco*
2A Pinellas*
2A Polk*
2A Putnam*
2A Santa Rosa*
2A Sarasota*
2A Seminole*
2A St. Johns*
2A St. Lucie*
2A Sumter*
2A Suwannee*
2A Taylor*
2A Union*
2A Volusia*
2A Wakulla*
2A Walton*
2A Washington*
GEORGIA
2A Appling*
2A Atkinson*
2A Bacon*
2A Baker*
3A Baldwin
3A Banks
3A Barrow
3A Bartow
3A Ben Hill*
2A Berrien*
3A Bibb
3A Bleckley*
2A Brantley*
2A Brooks*
2A Bryan*
3A Bulloch*
3A Burke
3A Butts
2A Calhoun*
2A Camden*
3A Candler*
3A Carroll
3A Catoosa
2A Charlton*
2A Chatham*
3A Chattahoochee*
3A Chattooga
3A Cherokee
3A Clarke
3A Clay*
3A Clayton
2A Clinch*
3A Cobb
2A Coffee*
2A Colquitt*
3A Columbia
2A Cook*
3A Coweta
3A Crawford
3A Crisp*
3A Dade
3A Dawson
2A Decatur*
3A DeKalb
3A Dodge*
3A Dooly*
2A Dougherty*
3A Douglas
2A Early*
2A Echols*
2A Effingham*

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TABLE R301.1—continued
CLIMATE ZONES, MOISTURE REGIMES, AND WARM HUMID DESIGNATIONS BY STATE, COUNTY AND TERRITORY[a]

US STATES—continued
GEORGIA *(continued)*
3A Elbert
3A Emanuel*
2A Evans*
3A Fannin
3A Fayette
3A Floyd
3A Forsyth
3A Franklin
3A Fulton
3A Gilmer
3A Glascock
2A Glynn*
3A Gordon
2A Grady*
3A Greene
3A Gwinnett
3A Habersham
3A Hall
3A Hancock
3A Haralson
3A Harris
3A Hart
3A Heard
3A Henry
3A Houston*
3A Irwin*
3A Jackson
3A Jasper
2A Jeff Davis*
3A Jefferson
3A Jenkins*
3A Johnson*
3A Jones
3A Lamar
2A Lanier*
3A Laurens*
3A Lee*
2A Liberty*
3A Lincoln
2A Long*
2A Lowndes*
3A Lumpkin
3A Macon*
3A Madison
3A Marion*
3A McDuffie
2A McIntosh*
3A Meriwether
2A Miller*
2A Mitchell*
3A Monroe
3A Montgomery*
3A Morgan
3A Murray
3A Muscogee
3A Newton
3A Oconee
3A Oglethorpe
3A Paulding
3A Peach*
3A Pickens
2A Pierce*
3A Pike
3A Polk
3A Pulaski*
3A Putnam
3A Quitman*
3A Rabun
3A Randolph*
3A Richmond
3A Rockdale
3A Schley*
3A Screven*
2A Seminole*
3A Spalding
3A Stephens
3A Stewart*
3A Sumter*
3A Talbot
3A Taliaferro
2A Tattnall*
3A Taylor*
3A Telfair*
3A Terrell*
2A Thomas*
2A Tift*
2A Toombs*
3A Towns

(continued)

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TABLE R301.1—continued
CLIMATE ZONES, MOISTURE REGIMES, AND WARM HUMID DESIGNATIONS BY STATE, COUNTY AND TERRITORY[a]

US STATES—continued
GEORGIA *(continued)*
3A Treutlen*
3A Troup
3A Turner*
3A Twiggs*
3A Union
3A Upson
3A Walker
3A Walton
2A Ware*
3A Warren
3A Washington
2A Wayne*
3A Webster*
3A Wheeler*
3A White
3A Whitfield
3A Wilcox*
3A Wilkes
3A Wilkinson
2A Worth*
HAWAII
1A (all)*
IDAHO
5B Ada
6B Adams
6B Bannock
6B Bear Lake
5B Benewah
6B Bingham
6B Blaine
6B Boise
6B Bonner
6B Bonneville
6B Boundary
6B Butte
6B Camas
5B Canyon
6B Caribou
5B Cassia
6B Clark
5B Clearwater
6B Custer
5B Elmore
6B Franklin
6B Fremont
5B Gem
5B Gooding
5B Idaho
6B Jefferson
5B Jerome
5B Kootenai
5B Latah
6B Lemhi
5B Lewis
5B Lincoln
6B Madison
5B Minidoka
5B Nez Perce
6B Oneida
5B Owyhee
5B Payette
5B Power
5B Shoshone
6B Teton
5B Twin Falls
6B Valley
5B Washington
ILLINOIS
5A Adams
4A Alexander
4A Bond
5A Boone
5A Brown
5A Bureau
4A Calhoun
5A Carroll
5A Cass
5A Champaign
4A Christian
4A Clark
4A Clay
4A Clinton
4A Coles
5A Cook
4A Crawford
4A Cumberland
5A DeKalb
5A De Witt

(continued)

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TABLE R301.1—continued
CLIMATE ZONES, MOISTURE REGIMES, AND WARM HUMID DESIGNATIONS BY STATE, COUNTY AND TERRITORY[a]

US STATES—continued
ILLINOIS *(continued)*
5A Douglas
5A DuPage
5A Edgar
4A Edwards
4A Effingham
4A Fayette
5A Ford
4A Franklin
5A Fulton
4A Gallatin
4A Greene
5A Grundy
4A Hamilton
5A Hancock
4A Hardin
5A Henderson
5A Henry
5A Iroquois
4A Jackson
4A Jasper
4A Jefferson
4A Jersey
5A Jo Daviess
4A Johnson
5A Kane
5A Kankakee
5A Kendall
5A Knox
5A Lake
5A La Salle
4A Lawrence
5A Lee
5A Livingston
5A Logan
5A Macon
4A Macoupin
4A Madison
4A Marion
5A Marshall
5A Mason
4A Massac
5A McDonough
5A McHenry
5A McLean
5A Menard
5A Mercer
4A Monroe
4A Montgomery
5A Morgan
5A Moultrie
5A Ogle
5A Peoria
4A Perry
5A Piatt
5A Pike
4A Pope
4A Pulaski
5A Putnam
4A Randolph
4A Richland
5A Rock Island
4A Saline
5A Sangamon
5A Schuyler
5A Scott
4A Shelby
5A Stark
4A St. Clair
5A Stephenson
5A Tazewell
4A Union
5A Vermilion
4A Wabash
5A Warren
4A Washington
4A Wayne
4A White
5A Whiteside
5A Will
4A Williamson
5A Winnebago
5A Woodford
INDIANA
5A Adams
5A Allen
4A Bartholomew
5A Benton
5A Blackford
5A Boone
4A Brown

(continued)

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TABLE R301.1—continued
CLIMATE ZONES, MOISTURE REGIMES, AND WARM HUMID DESIGNATIONS BY STATE, COUNTY AND TERRITORY[a]

US STATES—continued
INDIANA *(continued)*
5A Carroll
5A Cass
4A Clark
4A Clay
5A Clinton
4A Crawford
4A Daviess
4A Dearborn
4A Decatur
5A De Kalb
5A Delaware
4A Dubois
5A Elkhart
4A Fayette
4A Floyd
5A Fountain
4A Franklin
5A Fulton
4A Gibson
5A Grant
4A Greene
5A Hamilton
5A Hancock
4A Harrison
4A Hendricks
5A Henry
5A Howard
5A Huntington
4A Jackson
5A Jasper
5A Jay
4A Jefferson
4A Jennings
4A Johnson
4A Knox
5A Kosciusko
5A LaGrange
5A Lake
5A LaPorte
4A Lawrence
5A Madison
4A Marion
5A Marshall
4A Martin
5A Miami
4A Monroe
5A Montgomery
4A Morgan
5A Newton
5A Noble
4A Ohio
4A Orange
4A Owen
5A Parke
4A Perry
4A Pike
5A Porter
4A Posey
5A Pulaski
4A Putnam
5A Randolph
4A Ripley
4A Rush
4A Scott
4A Shelby
4A Spencer
5A Starke
5A Steuben
5A St. Joseph
4A Sullivan
4A Switzerland
5A Tippecanoe
5A Tipton
4A Union
4A Vanderburgh
5A Vermillion
4A Vigo
5A Wabash
5A Warren
4A Warrick
4A Washington
5A Wayne
5A Wells
5A White
5A Whitley
IOWA
5A Adair
5A Adams

(continued)

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TABLE R301.1—continued
CLIMATE ZONES, MOISTURE REGIMES, AND WARM HUMID DESIGNATIONS BY STATE, COUNTY AND TERRITORY[a]

US STATES—continued
IOWA *(continued)*
5A Allamakee
5A Appanoose
5A Audubon
5A Benton
6A Black Hawk
5A Boone
5A Bremer
5A Buchanan
5A Buena Vista
5A Butler
5A Calhoun
5A Carroll
5A Cass
5A Cedar
6A Cerro Gordo
5A Cherokee
5A Chickasaw
5A Clarke
6A Clay
5A Clayton
5A Clinton
5A Crawford
5A Dallas
5A Davis
5A Decatur
5A Delaware
5A Des Moines
6A Dickinson
5A Dubuque
6A Emmet
5A Fayette
5A Floyd
5A Franklin
5A Fremont
5A Greene
5A Grundy
5A Guthrie
5A Hamilton
6A Hancock
5A Hardin
5A Harrison
5A Henry
5A Howard
5A Humboldt
5A Ida
5A Iowa
5A Jackson
5A Jasper
5A Jefferson
5A Johnson
5A Jones
5A Keokuk
6A Kossuth
5A Lee
5A Linn
5A Louisa
5A Lucas
6A Lyon
5A Madison
5A Mahaska
5A Marion
5A Marshall
5A Mills
6A Mitchell
5A Monona
5A Monroe
5A Montgomery
5A Muscatine
6A O'Brien
6A Osceola
5A Page
6A Palo Alto
5A Plymouth
5A Pocahontas
5A Polk
5A Pottawattamie
5A Poweshiek
5A Ringgold
5A Sac
5A Scott
5A Shelby
6A Sioux
5A Story
5A Tama
5A Taylor
5A Union
5A Van Buren
5A Wapello

(continued)

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TABLE R301.1—continued
CLIMATE ZONES, MOISTURE REGIMES, AND WARM HUMID DESIGNATIONS BY STATE, COUNTY AND TERRITORY[a]

US STATES—continued
IOWA *(continued)*
5A Warren
5A Washington
5A Wayne
5A Webster
6A Winnebago
5A Winneshiek
5A Woodbury
6A Worth
5A Wright
KANSAS
4A Allen
4A Anderson
4A Atchison
4A Barber
4A Barton
4A Bourbon
4A Brown
4A Butler
4A Chase
4A Chautauqua
4A Cherokee
5A Cheyenne
4A Clark
4A Clay
4A Cloud
4A Coffey
4A Comanche
4A Cowley
4A Crawford
5A Decatur
4A Dickinson
4A Doniphan
4A Douglas
4A Edwards
4A Elk
4A Ellis
4A Ellsworth
4A Finney
4A Ford
4A Franklin
4A Geary
5A Gove
4A Graham
4A Grant
4A Gray
5A Greeley
4A Greenwood
4A Hamilton
4A Harper
4A Harvey
4A Haskell
4A Hodgeman
4A Jackson
4A Jefferson
5A Jewell
4A Johnson
4A Kearny
4A Kingman
4A Kiowa
4A Labette
4A Lane
4A Leavenworth
4A Lincoln
4A Linn
5A Logan
4A Lyon
4A Marion
4A Marshall
4A McPherson
4A Meade
4A Miami
4A Mitchell
4A Montgomery
4A Morris
4A Morton
4A Nemaha
4A Neosho
4A Ness
5A Norton
4A Osage
4A Osborne
4A Ottawa
4A Pawnee
5A Phillips
4A Pottawatomie
4A Pratt
5A Rawlins
4A Reno

(continued)

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TABLE R301.1—continued
CLIMATE ZONES, MOISTURE REGIMES, AND WARM HUMID DESIGNATIONS BY STATE, COUNTY AND TERRITORY[a]

US STATES—continued
KANSAS *(continued)*
5A Republic
4A Rice
4A Riley
4A Rooks
4A Rush
4A Russell
4A Saline
5A Scott
4A Sedgwick
4A Seward
4A Shawnee
5A Sheridan
5A Sherman
5A Smith
4A Stafford
4A Stanton
4A Stevens
4A Sumner
5A Thomas
4A Trego
4A Wabaunsee
5A Wallace
4A Washington
5A Wichita
4A Wilson
4A Woodson
4A Wyandotte
KENTUCKY
4A (all)
LOUISIANA
2A Acadia*
2A Allen*
2A Ascension*
2A Assumption*
2A Avoyelles*
2A Beauregard*
3A Bienville*
3A Bossier*
3A Caddo*
2A Calcasieu*
3A Caldwell*
2A Cameron*
3A Catahoula*
3A Claiborne*
3A Concordia*
3A De Soto*
2A East Baton Rouge*
3A East Carroll
2A East Feliciana*
2A Evangeline*
3A Franklin*
3A Grant*
2A Iberia*
2A Iberville*
3A Jackson*
2A Jefferson*
2A Jefferson Davis*
2A Lafayette*
2A Lafourche*
3A La Salle*
3A Lincoln*
2A Livingston*
3A Madison*
3A Morehouse
3A Natchitoches*
2A Orleans*
3A Ouachita*
2A Plaquemines*
2A Pointe Coupee*
2A Rapides*
3A Red River*
3A Richland*
3A Sabine*
2A St. Bernard*
2A St. Charles*
2A St. Helena*
2A St. James*
2A St. John the Baptist*
2A St. Landry*
2A St. Martin*
2A St. Mary*
2A St. Tammany*
2A Tangipahoa*
3A Tensas*
2A Terrebonne*
3A Union*
2A Vermilion*
3A Vernon*

(continued)

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TABLE R301.1—continued
CLIMATE ZONES, MOISTURE REGIMES, AND WARM HUMID DESIGNATIONS BY STATE, COUNTY AND TERRITORY[a]

US STATES—continued
LOUISIANA *(continued)*
2A Washington*
3A Webster*
2A West Baton Rouge*
3A West Carroll
2A West Feliciana*
3A Winn*
MAINE
6A Androscoggin
7 Aroostook
6A Cumberland
6A Franklin
6A Hancock
6A Kennebec
6A Knox
6A Lincoln
6A Oxford
6A Penobscot
6A Piscataquis
6A Sagadahoc
6A Somerset
6A Waldo
6A Washington
6A York
MARYLAND
5A Allegany
4A Anne Arundel
4A Baltimore
4A Baltimore (city)
4A Calvert
4A Caroline
4A Carroll
4A Cecil
4A Charles
4A Dorchester
4A Frederick
5A Garrett
4A Harford
4A Howard
4A Kent
4A Montgomery
4A Prince George's
4A Queen Anne's
4A Somerset
4A St. Mary's
4A Talbot
4A Washington
4A Wicomico
4A Worcester
MASSACHUSETTS
5A (all)
MICHIGAN
6A Alcona
6A Alger
5A Allegan
6A Alpena
6A Antrim
6A Arenac
6A Baraga
5A Barry
5A Bay
6A Benzie
5A Berrien
5A Branch
5A Calhoun
5A Cass
6A Charlevoix
6A Cheboygan
6A Chippewa
6A Clare
5A Clinton
6A Crawford
6A Delta
6A Dickinson
5A Eaton
6A Emmet
5A Genesee
6A Gladwin
6A Gogebic
6A Grand Traverse
5A Gratiot
5A Hillsdale
6A Houghton
5A Huron
5A Ingham
5A Ionia
6A Iosco
6A Iron
6A Isabella

(continued)

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TABLE R301.1—continued
CLIMATE ZONES, MOISTURE REGIMES, AND WARM HUMID DESIGNATIONS BY STATE, COUNTY AND TERRITORY[a]

US STATES—continued
MICHIGAN *(continued)*
5A Jackson
5A Kalamazoo
6A Kalkaska
5A Kent
7 Keweenaw
6A Lake
5A Lapeer
6A Leelanau
5A Lenawee
5A Livingston
6A Luce
6A Mackinac
5A Macomb
6A Manistee
7 Marquette
6A Mason
6A Mecosta
6A Menominee
5A Midland
6A Missaukee
5A Monroe
5A Montcalm
6A Montmorency
5A Muskegon
6A Newaygo
5A Oakland
6A Oceana
6A Ogemaw
6A Ontonagon
6A Osceola
6A Oscoda
6A Otsego
5A Ottawa
6A Presque Isle
6A Roscommon
5A Saginaw
5A Sanilac
6A Schoolcraft
5A Shiawassee
5A St. Clair
5A St. Joseph
5A Tuscola
5A Van Buren
5A Washtenaw
5A Wayne
6A Wexford
MINNESOTA
7 Aitkin
6A Anoka
6A Becker
7 Beltrami
6A Benton
6A Big Stone
6A Blue Earth
6A Brown
7 Carlton
6A Carver
7 Cass
6A Chippewa
6A Chisago
6A Clay
7 Clearwater
7 Cook
6A Cottonwood
7 Crow Wing
6A Dakota
6A Dodge
6A Douglas
6A Faribault
5A Fillmore
6A Freeborn
6A Goodhue
6A Grant
6A Hennepin
5A Houston
7 Hubbard
6A Isanti
7 Itasca
6A Jackson
6A Kanabec
6A Kandiyohi
7 Kittson
7 Koochiching
6A Lac qui Parle
7 Lake
7 Lake of the Woods
6A Le Sueur
6A Lincoln

(continued)

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TABLE R301.1—continued
CLIMATE ZONES, MOISTURE REGIMES, AND WARM HUMID DESIGNATIONS BY STATE, COUNTY AND TERRITORY[a]

US STATES—continued
MINNESOTA *(continued)*
6A Lyon
7 Mahnomen
7 Marshall
6A Martin
6A McLeod
6A Meeker
6A Mille Lacs
6A Morrison
6A Mower
6A Murray
6A Nicollet
6A Nobles
7 Norman
6A Olmsted
6A Otter Tail
7 Pennington
7 Pine
6A Pipestone
7 Polk
6A Pope
6A Ramsey
7 Red Lake
6A Redwood
6A Renville
6A Rice
6A Rock
7 Roseau
6A Scott
6A Sherburne
6A Sibley
6A Stearns
6A Steele
6A Stevens
7 St. Louis
6A Swift
6A Todd
6A Traverse
6A Wabasha
7 Wadena
6A Waseca
6A Washington
6A Watonwan
6A Wilkin
5A Winona
6A Wright
6A Yellow Medicine
MISSISSIPPI
3A Adams*
3A Alcorn
3A Amite*
3A Attala
3A Benton
3A Bolivar
3A Calhoun
3A Carroll
3A Chickasaw
3A Choctaw
3A Claiborne*
3A Clarke
3A Clay
3A Coahoma
3A Copiah*
3A Covington*
3A DeSoto
3A Forrest*
3A Franklin*
2A George*
3A Greene*
3A Grenada
2A Hancock*
2A Harrison*
3A Hinds*
3A Holmes
3A Humphreys
3A Issaquena
3A Itawamba
2A Jackson*
3A Jasper
3A Jefferson*
3A Jefferson Davis*
3A Jones*
3A Kemper
3A Lafayette
3A Lamar*
3A Lauderdale
3A Lawrence*
3A Leake
3A Lee

(continued)

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TABLE R301.1—continued
CLIMATE ZONES, MOISTURE REGIMES, AND WARM HUMID DESIGNATIONS BY STATE, COUNTY AND TERRITORY[a]

US STATES—continued
MISSISSIPPI *(continued)*
3A Leflore
3A Lincoln*
3A Lowndes
3A Madison
3A Marion*
3A Marshall
3A Monroe
3A Montgomery
3A Neshoba
3A Newton
3A Noxubee
3A Oktibbeha
3A Panola
2A Pearl River*
3A Perry*
3A Pike*
3A Pontotoc
3A Prentiss
3A Quitman
3A Rankin*
3A Scott
3A Sharkey
3A Simpson*
3A Smith*
2A Stone*
3A Sunflower
3A Tallahatchie
3A Tate
3A Tippah
3A Tishomingo
3A Tunica
3A Union
3A Walthall*
3A Warren*
3A Washington
3A Wayne*
3A Webster
3A Wilkinson*
3A Winston
3A Yalobusha
3A Yazoo
MISSOURI
5A Adair
5A Andrew
5A Atchison
4A Audrain
4A Barry
4A Barton
4A Bates
4A Benton
4A Bollinger
4A Boone
4A Buchanan
4A Butler
4A Caldwell
4A Callaway
4A Camden
4A Cape Girardeau
4A Carroll
4A Carter
4A Cass
4A Cedar
4A Chariton
4A Christian
5A Clark
4A Clay
4A Clinton
4A Cole
4A Cooper
4A Crawford
4A Dade
4A Dallas
5A Daviess
5A DeKalb
4A Dent
4A Douglas
3A Dunklin
4A Franklin
4A Gasconade
5A Gentry
4A Greene
5A Grundy
5A Harrison
4A Henry
4A Hickory
5A Holt
4A Howard
4A Howell

(continued)

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TABLE R301.1—continued
CLIMATE ZONES, MOISTURE REGIMES, AND WARM HUMID DESIGNATIONS BY STATE, COUNTY AND TERRITORY[a]

US STATES—continued
MISSOURI *(continued)*
4A Iron
4A Jackson
4A Jasper
4A Jefferson
4A Johnson
5A Knox
4A Laclede
4A Lafayette
4A Lawrence
5A Lewis
4A Lincoln
5A Linn
5A Livingston
5A Macon
4A Madison
4A Maries
5A Marion
4A McDonald
5A Mercer
4A Miller
4A Mississippi
4A Moniteau
4A Monroe
4A Montgomery
4A Morgan
4A New Madrid
4A Newton
5A Nodaway
4A Oregon
4A Osage
4A Ozark
3A Pemiscot
4A Perry
4A Pettis
4A Phelps
5A Pike
4A Platte
4A Polk
4A Pulaski
5A Putnam
5A Ralls
4A Randolph
4A Ray
4A Reynolds
4A Ripley
4A Saline
5A Schuyler
5A Scotland
4A Scott
4A Shannon
5A Shelby
4A St. Charles
4A St. Clair
4A St. Francois
4A St. Louis
4A St. Louis (city)
4A Ste. Genevieve
4A Stoddard
4A Stone
5A Sullivan
4A Taney
4A Texas
4A Vernon
4A Warren
4A Washington
4A Wayne
4A Webster
5A Worth
4A Wright
MONTANA
6B (all)
NEBRASKA
5A (all)
NEVADA
4B Carson City (city)
5B Churchill
3B Clark
4B Douglas
5B Elko
4B Esmeralda
5B Eureka
5B Humboldt
5B Lander
4B Lincoln
4B Lyon
4B Mineral
4B Nye
5B Pershing

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TABLE R301.1—continued
CLIMATE ZONES, MOISTURE REGIMES, AND WARM HUMID DESIGNATIONS BY STATE, COUNTY AND TERRITORY[a]

US STATES—continued
NEVADA *(continued)*
5B Storey
5B Washoe
5B White Pine
NEW HAMPSHIRE
6A Belknap
6A Carroll
5A Cheshire
6A Coos
6A Grafton
5A Hillsborough
5A Merrimack
5A Rockingham
5A Strafford
6A Sullivan
NEW JERSEY
4A Atlantic
5A Bergen
4A Burlington
4A Camden
4A Cape May
4A Cumberland
4A Essex
4A Gloucester
4A Hudson
5A Hunterdon
4A Mercer
4A Middlesex
4A Monmouth
5A Morris
4A Ocean
5A Passaic
4A Salem
5A Somerset
5A Sussex
4A Union
5A Warren
NEW MEXICO
4B Bernalillo
4B Catron
3B Chaves
4B Cibola
5B Colfax
4B Curry
4B DeBaca
3B Doña Ana
3B Eddy
4B Grant
4B Guadalupe
5B Harding
3B Hidalgo
3B Lea
4B Lincoln
5B Los Alamos
3B Luna
5B McKinley
5B Mora
3B Otero
4B Quay
5B Rio Arriba
4B Roosevelt
5B Sandoval
5B San Juan
5B San Miguel
5B Santa Fe
3B Sierra
4B Socorro
5B Taos
5B Torrance
4B Union
4B Valencia
NEW YORK
5A Albany
5A Allegany
4A Bronx
5A Broome
5A Cattaraugus
5A Cayuga
5A Chautauqua
5A Chemung
6A Chenango
6A Clinton
5A Columbia
5A Cortland
6A Delaware
5A Dutchess
5A Erie
6A Essex
6A Franklin

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TABLE R301.1—continued
CLIMATE ZONES, MOISTURE REGIMES, AND WARM HUMID DESIGNATIONS BY STATE, COUNTY AND TERRITORY[a]

US STATES—continued
NEW YORK *(continued)*
6A Fulton
5A Genesee
5A Greene
6A Hamilton
6A Herkimer
6A Jefferson
4A Kings
6A Lewis
5A Livingston
6A Madison
5A Monroe
6A Montgomery
4A Nassau
4A New York
5A Niagara
6A Oneida
5A Onondaga
5A Ontario
5A Orange
5A Orleans
5A Oswego
6A Otsego
5A Putnam
4A Queens
5A Rensselaer
4A Richmond
5A Rockland
5A Saratoga
5A Schenectady
5A Schoharie
5A Schuyler
5A Seneca
5A Steuben
6A St. Lawrence
4A Suffolk
6A Sullivan
5A Tioga
5A Tompkins
6A Ulster
6A Warren
5A Washington
5A Wayne
4A Westchester
5A Wyoming
5A Yates
NORTH CAROLINA
3A Alamance
3A Alexander
5A Alleghany
3A Anson
5A Ashe
5A Avery
3A Beaufort
3A Bertie
3A Bladen
3A Brunswick*
4A Buncombe
4A Burke
3A Cabarrus
4A Caldwell
3A Camden
3A Carteret*
3A Caswell
3A Catawba
3A Chatham
3A Cherokee
3A Chowan
3A Clay
3A Cleveland
3A Columbus*
3A Craven
3A Cumberland
3A Currituck
3A Dare
3A Davidson
3A Davie
3A Duplin
3A Durham
3A Edgecombe
3A Forsyth
3A Franklin
3A Gaston
3A Gates
4A Graham
3A Granville
3A Greene
3A Guilford
3A Halifax

(continued)

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TABLE R301.1—continued
CLIMATE ZONES, MOISTURE REGIMES, AND WARM HUMID DESIGNATIONS BY STATE, COUNTY AND TERRITORY[a]

US STATES—continued
NORTH CAROLINA *(continued)*
3A Harnett
4A Haywood
4A Henderson
3A Hertford
3A Hoke
3A Hyde
3A Iredell
4A Jackson
3A Johnston
3A Jones
3A Lee
3A Lenoir
3A Lincoln
4A Macon
4A Madison
3A Martin
4A McDowell
3A Mecklenburg
4A Mitchell
3A Montgomery
3A Moore
3A Nash
3A New Hanover*
3A Northampton
3A Onslow*
3A Orange
3A Pamlico
3A Pasquotank
3A Pender*
3A Perquimans
3A Person
3A Pitt
3A Polk
3A Randolph
3A Richmond
3A Robeson
3A Rockingham
3A Rowan
3A Rutherford
3A Sampson
3A Scotland
3A Stanly
4A Stokes
4A Surry
4A Swain
4A Transylvania
3A Tyrrell
3A Union
3A Vance
3A Wake
3A Warren
3A Washington
5A Watauga
3A Wayne
3A Wilkes
3A Wilson
4A Yadkin
5A Yancey
NORTH DAKOTA
6A Adams
6A Barnes
7 Benson
6A Billings
7 Bottineau
6A Bowman
7 Burke
6A Burleigh
6A Cass
7 Cavalier
6A Dickey
7 Divide
6A Dunn
6A Eddy
6A Emmons
6A Foster
6A Golden Valley
7 Grand Forks
6A Grant
6A Griggs
6A Hettinger
6A Kidder
6A LaMoure
6A Logan
7 McHenry
6A McIntosh
6A McKenzie
6A McLean
6A Mercer

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TABLE R301.1—continued
CLIMATE ZONES, MOISTURE REGIMES, AND WARM HUMID DESIGNATIONS BY STATE, COUNTY AND TERRITORY[a]

US STATES—continued
NORTH DAKOTA *(continued)*
6A Morton
6A Mountrail
7 Nelson
6A Oliver
7 Pembina
7 Pierce
7 Ramsey
6A Ransom
7 Renville
6A Richland
7 Rolette
6A Sargent
6A Sheridan
6A Sioux
6A Slope
6A Stark
6A Steele
6A Stutsman
7 Towner
6A Traill
7 Walsh
7 Ward
6A Wells
6A Williams
OHIO
4A Adams
5A Allen
5A Ashland
5A Ashtabula
4A Athens
5A Auglaize
5A Belmont
4A Brown
4A Butler
5A Carroll
5A Champaign
5A Clark
4A Clermont
4A Clinton
5A Columbiana
5A Coshocton
5A Crawford
5A Cuyahoga
5A Darke
5A Defiance
5A Delaware
5A Erie
5A Fairfield
4A Fayette
4A Franklin
5A Fulton
4A Gallia
5A Geauga
4A Greene
5A Guernsey
4A Hamilton
5A Hancock
5A Hardin
5A Harrison
5A Henry
4A Highland
4A Hocking
5A Holmes
5A Huron
4A Jackson
5A Jefferson
5A Knox
5A Lake
4A Lawrence
5A Licking
5A Logan
5A Lorain
5A Lucas
4A Madison
5A Mahoning
5A Marion
5A Medina
4A Meigs
5A Mercer
5A Miami
5A Monroe
5A Montgomery
5A Morgan
5A Morrow
5A Muskingum
5A Noble
5A Ottawa
5A Paulding

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TABLE R301.1—continued
CLIMATE ZONES, MOISTURE REGIMES, AND WARM HUMID DESIGNATIONS BY STATE, COUNTY AND TERRITORY[a]

US STATES—continued
OHIO *(continued)*
5A Perry
4A Pickaway
4A Pike
5A Portage
5A Preble
5A Putnam
5A Richland
4A Ross
5A Sandusky
4A Scioto
5A Seneca
5A Shelby
5A Stark
5A Summit
5A Trumbull
5A Tuscarawas
5A Union
5A Van Wert
4A Vinton
4A Warren
4A Washington
5A Wayne
5A Williams
5A Wood
5A Wyandot
OKLAHOMA
3A Adair
4A Alfalfa
3A Atoka
4B Beaver
3A Beckham
3A Blaine
3A Bryan
3A Caddo
3A Canadian
3A Carter
3A Cherokee
3A Choctaw
4B Cimarron
3A Cleveland
3A Coal
3A Comanche
3A Cotton
4A Craig
3A Creek
3A Custer
4A Delaware
3A Dewey
4A Ellis
4A Garfield
3A Garvin
3A Grady
4A Grant
3A Greer
3A Harmon
4A Harper
3A Haskell
3A Hughes
3A Jackson
3A Jefferson
3A Johnston
4A Kay
3A Kingfisher
3A Kiowa
3A Latimer
3A Le Flore
3A Lincoln
3A Logan
3A Love
4A Major
3A Marshall
3A Mayes
3A McClain
3A McCurtain
3A McIntosh
3A Murray
3A Muskogee
3A Noble
4A Nowata
3A Okfuskee
3A Oklahoma
3A Okmulgee
4A Osage
4A Ottawa
3A Pawnee
3A Payne
3A Pittsburg
3A Pontotoc

(continued)

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TABLE R301.1—continued
CLIMATE ZONES, MOISTURE REGIMES, AND WARM HUMID DESIGNATIONS BY STATE, COUNTY AND TERRITORY[a]

US STATES—continued
OKLAHOMA *(continued)*
3A Pottawatomie
3A Pushmataha
3A Roger Mills
3A Rogers
3A Seminole
3A Sequoyah
3A Stephens
4B Texas
3A Tillman
3A Tulsa
3A Wagoner
4A Washington
3A Washita
4A Woods
4A Woodward
OREGON
5B Baker
4C Benton
4C Clackamas
4C Clatsop
4C Columbia
4C Coos
5B Crook
4C Curry
5B Deschutes
4C Douglas
5B Gilliam
5B Grant
5B Harney
5B Hood River
4C Jackson
5B Jefferson
4C Josephine
5B Klamath
5B Lake
4C Lane
4C Lincoln
4C Linn
5B Malheur
4C Marion
5B Morrow
4C Multnomah
4C Polk
5B Sherman
4C Tillamook
5B Umatilla
5B Union
5B Wallowa
5B Wasco
4C Washington
5B Wheeler
4C Yamhill
PENNSYLVANIA
4A Adams
5A Allegheny
5A Armstrong
5A Beaver
5A Bedford
4A Berks
5A Blair
5A Bradford
4A Bucks
5A Butler
5A Cambria
5A Cameron
5A Carbon
5A Centre
4A Chester
5A Clarion
5A Clearfield
5A Clinton
5A Columbia
5A Crawford
4A Cumberland
4A Dauphin
4A Delaware
5A Elk
5A Erie
5A Fayette
5A Forest
4A Franklin
5A Fulton
5A Greene
5A Huntingdon
5A Indiana
5A Jefferson
5A Juniata
5A Lackawanna

(continued)

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TABLE R301.1—continued
CLIMATE ZONES, MOISTURE REGIMES, AND WARM HUMID DESIGNATIONS BY STATE, COUNTY AND TERRITORY[a]

US STATES—continued
PENNSYLVANIA *(continued)*
4A Lancaster
5A Lawrence
4A Lebanon
5A Lehigh
5A Luzerne
5A Lycoming
5A McKean
5A Mercer
5A Mifflin
5A Monroe
4A Montgomery
5A Montour
5A Northampton
5A Northumberland
4A Perry
4A Philadelphia
5A Pike
5A Potter
5A Schuylkill
5A Snyder
5A Somerset
5A Sullivan
5A Susquehanna
5A Tioga
5A Union
5A Venango
5A Warren
5A Washington
5A Wayne
5A Westmoreland
5A Wyoming
4A York
RHODE ISLAND
5A (all)
SOUTH CAROLINA
3A Abbeville
3A Aiken
3A Allendale*
3A Anderson
3A Bamberg*
3A Barnwell*
2A Beaufort*
3A Berkeley*
3A Calhoun
3A Charleston*
3A Cherokee
3A Chester
3A Chesterfield
3A Clarendon
3A Colleton*
3A Darlington
3A Dillon
3A Dorchester*
3A Edgefield
3A Fairfield
3A Florence
3A Georgetown*
3A Greenville
3A Greenwood
3A Hampton*
3A Horry*
2A Jasper*
3A Kershaw
3A Lancaster
3A Laurens
3A Lee
3A Lexington
3A Marion
3A Marlboro
3A McCormick
3A Newberry
3A Oconee
3A Orangeburg
3A Pickens
3A Richland
3A Saluda
3A Spartanburg
3A Sumter
3A Union
3A Williamsburg
3A York
SOUTH DAKOTA
6A Aurora
6A Beadle
5A Bennett
5A Bon Homme
6A Brookings
6A Brown

(continued)

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TABLE R301.1—continued
CLIMATE ZONES, MOISTURE REGIMES, AND WARM HUMID DESIGNATIONS BY STATE, COUNTY AND TERRITORY[a]

US STATES—continued
SOUTH DAKOTA *(continued)*
5A Brule
6A Buffalo
6A Butte
6A Campbell
5A Charles Mix
6A Clark
5A Clay
6A Codington
6A Corson
6A Custer
6A Davison
6A Day
6A Deuel
6A Dewey
5A Douglas
6A Edmunds
6A Fall River
6A Faulk
6A Grant
5A Gregory
5A Haakon
6A Hamlin
6A Hand
6A Hanson
6A Harding
6A Hughes
5A Hutchinson
6A Hyde
5A Jackson
6A Jerauld
5A Jones
6A Kingsbury
6A Lake
6A Lawrence
6A Lincoln
5A Lyman
6A Marshall
6A McCook
6A McPherson
6A Meade
5A Mellette
6A Miner
6A Minnehaha
6A Moody
6A Pennington
6A Perkins
6A Potter
6A Roberts
6A Sanborn
6A Shannon
6A Spink
5A Stanley
6A Sully
5A Todd
5A Tripp
6A Turner
5A Union
6A Walworth
5A Yankton
6A Ziebach
TENNESSEE
4A Anderson
3A Bedford
4A Benton
4A Bledsoe
4A Blount
4A Bradley
4A Campbell
4A Cannon
4A Carroll
4A Carter
4A Cheatham
3A Chester
4A Claiborne
4A Clay
4A Cocke
3A Coffee
3A Crockett
4A Cumberland
3A Davidson
3A Decatur
4A DeKalb
4A Dickson
3A Dyer
3A Fayette
4A Fentress
3A Franklin
3A Gibson

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TABLE R301.1—continued
CLIMATE ZONES, MOISTURE REGIMES, AND WARM HUMID DESIGNATIONS BY STATE, COUNTY AND TERRITORY[a]

US STATES—continued
TENNESSEE *(continued)*
3A Giles
4A Grainger
4A Greene
3A Grundy
4A Hamblen
3A Hamilton
4A Hancock
3A Hardeman
3A Hardin
4A Hawkins
3A Haywood
3A Henderson
4A Henry
3A Hickman
4A Houston
4A Humphreys
4A Jackson
4A Jefferson
4A Johnson
4A Knox
4A Lake
3A Lauderdale
3A Lawrence
3A Lewis
3A Lincoln
4A Loudon
4A Macon
3A Madison
3A Marion
3A Marshall
3A Maury
4A McMinn
3A McNairy
4A Meigs
4A Monroe
4A Montgomery
3A Moore
4A Morgan
4A Obion
4A Overton
3A Perry
4A Pickett
4A Polk
4A Putnam
4A Rhea
4A Roane
4A Robertson
3A Rutherford
4A Scott
4A Sequatchie
4A Sevier
3A Shelby
4A Smith
4A Stewart
4A Sullivan
4A Sumner
3A Tipton
4A Trousdale
4A Unicoi
4A Union
4A Van Buren
4A Warren
4A Washington
3A Wayne
4A Weakley
4A White
3A Williamson
4A Wilson
TEXAS
2A Anderson*
3B Andrews
2A Angelina*
2A Aransas*
3A Archer
4B Armstrong
2A Atascosa*
2A Austin*
4B Bailey
2B Bandera
2A Bastrop*
3B Baylor
2A Bee*
2A Bell*
2A Bexar*
3A Blanco*
3B Borden
2A Bosque*
3A Bowie*

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TABLE R301.1—continued
CLIMATE ZONES, MOISTURE REGIMES, AND WARM HUMID DESIGNATIONS BY STATE, COUNTY AND TERRITORY[a]

US STATES—continued
TEXAS *(continued)*
2A Brazoria*
2A Brazos*
3B Brewster
4B Briscoe
2A Brooks*
3A Brown*
2A Burleson*
3A Burnet*
2A Caldwell*
2A Calhoun*
3B Callahan
1A Cameron*
3A Camp*
4B Carson
3A Cass*
4B Castro
2A Chambers*
2A Cherokee*
3B Childress
3A Clay
4B Cochran
3B Coke
3B Coleman
3A Collin*
3B Collingsworth
2A Colorado*
2A Comal*
3A Comanche*
3B Concho
3A Cooke
2A Coryell*
3B Cottle
3B Crane
3B Crockett
3B Crosby
3B Culberson
4B Dallam
2A Dallas*
3B Dawson
4B Deaf Smith
3A Delta
3A Denton*
2A DeWitt*
3B Dickens
2B Dimmit
4B Donley
2A Duval*
3A Eastland
3B Ector
2B Edwards
2A Ellis*
3B El Paso
3A Erath*
2A Falls*
3A Fannin
2A Fayette*
3B Fisher
4B Floyd
3B Foard
2A Fort Bend*
3A Franklin*
2A Freestone*
2B Frio
3B Gaines
2A Galveston*
3B Garza
3A Gillespie*
3B Glasscock
2A Goliad*
2A Gonzales*
4B Gray
3A Grayson
3A Gregg*
2A Grimes*
2A Guadalupe*
4B Hale
3B Hall
3A Hamilton*
4B Hansford
3B Hardeman
2A Hardin*
2A Harris*
3A Harrison*
4B Hartley
3B Haskell
2A Hays*
3B Hemphill
3A Henderson*

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TABLE R301.1—continued
CLIMATE ZONES, MOISTURE REGIMES, AND WARM HUMID DESIGNATIONS BY STATE, COUNTY AND TERRITORY[a]

US STATES—continued
TEXAS *(continued)*
1A Hidalgo*
2A Hill*
4B Hockley
3A Hood*
3A Hopkins*
2A Houston*
3B Howard
3B Hudspeth
3A Hunt*
4B Hutchinson
3B Irion
3A Jack
2A Jackson*
2A Jasper*
3B Jeff Davis
2A Jefferson*
2A Jim Hogg*
2A Jim Wells*
2A Johnson*
3B Jones
2A Karnes*
3A Kaufman*
3A Kendall*
2A Kenedy*
3B Kent
3B Kerr
3B Kimble
3B King
2B Kinney
2A Kleberg*
3B Knox
3A Lamar*
4B Lamb
3A Lampasas*
2B La Salle
2A Lavaca*
2A Lee*
2A Leon*
2A Liberty*
2A Limestone*
4B Lipscomb
2A Live Oak*
3A Llano*
3B Loving
3B Lubbock
3B Lynn
2A Madison*
3A Marion*
3B Martin
3B Mason
2A Matagorda*
2B Maverick
3B McCulloch
2A McLennan*
2A McMullen*
2B Medina
3B Menard
3B Midland
2A Milam*
3A Mills*
3B Mitchell
3A Montague
2A Montgomery*
4B Moore
3A Morris*
3B Motley
3A Nacogdoches*
2A Navarro*
2A Newton*
3B Nolan
2A Nueces*
4B Ochiltree
4B Oldham
2A Orange*
3A Palo Pinto*
3A Panola*
3A Parker*
4B Parmer
3B Pecos
2A Polk*
4B Potter
3B Presidio
3A Rains*
4B Randall
3B Reagan
2B Real
3A Red River*
3B Reeves

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TABLE R301.1—continued
CLIMATE ZONES, MOISTURE REGIMES, AND WARM HUMID DESIGNATIONS BY STATE, COUNTY AND TERRITORY[a]

US STATES—continued
TEXAS *(continued)*
2A Refugio*
4B Roberts
2A Robertson*
3A Rockwall*
3B Runnels
3A Rusk*
3A Sabine*
3A San Augustine*
2A San Jacinto*
2A San Patricio*
3A San Saba*
3B Schleicher
3B Scurry
3B Shackelford
3A Shelby*
4B Sherman
3A Smith*
3A Somervell*
2A Starr*
3A Stephens
3B Sterling
3B Stonewall
3B Sutton
4B Swisher
2A Tarrant*
3B Taylor
3B Terrell
3B Terry
3B Throckmorton
3A Titus*
3B Tom Green
2A Travis*
2A Trinity*
2A Tyler*
3A Upshur*
3B Upton
2B Uvalde
2B Val Verde
3A Van Zandt*
2A Victoria*
2A Walker*
2A Waller*
3B Ward
2A Washington*
2B Webb
2A Wharton*
3B Wheeler
3A Wichita
3B Wilbarger
1A Willacy*
2A Williamson*
2A Wilson*
3B Winkler
3A Wise
3A Wood*
4B Yoakum
3A Young
2B Zapata
2B Zavala
UTAH
5B Beaver
5B Box Elder
5B Cache
5B Carbon
6B Daggett
5B Davis
6B Duchesne
5B Emery
5B Garfield
5B Grand
5B Iron
5B Juab
5B Kane
5B Millard
6B Morgan
5B Piute
6B Rich
5B Salt Lake
5B San Juan
5B Sanpete
5B Sevier
6B Summit
5B Tooele
6B Uintah
5B Utah
6B Wasatch
3B Washington
5B Wayne

(continued)

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TABLE R301.1—continued
CLIMATE ZONES, MOISTURE REGIMES, AND WARM HUMID DESIGNATIONS BY STATE, COUNTY AND TERRITORY[a]

US STATES—continued
UTAH *(continued)*
5B Weber
VERMONT
6A (all)
VIRGINIA
4A (all except as follows:)
5A Alleghany
5A Bath
3A Brunswick
3A Chesapeake
5A Clifton Forge
5A Covington
3A Emporia
3A Franklin
3A Greensville
3A Halifax
3A Hampton
5A Highland
3A Isle of Wight
3A Mecklenburg
3A Newport News
3A Norfolk
3A Pittsylvania
3A Portsmouth
3A South Boston
3A Southampton
3A Suffolk
3A Surry
3A Sussex
3A Virginia Beach
WASHINGTON
5B Adams
5B Asotin
5B Benton
5B Chelan
5C Clallam
4C Clark
5B Columbia
4C Cowlitz
5B Douglas
6B Ferry
5B Franklin
5B Garfield
5B Grant
4C Grays Harbor
5C Island
4C Jefferson
4C King
5C Kitsap
5B Kittitas
5B Klickitat
4C Lewis
5B Lincoln
4C Mason
5B Okanogan
4C Pacific
6B Pend Oreille
4C Pierce
5C San Juan
4C Skagit
5B Skamania
4C Snohomish
5B Spokane
6B Stevens
4C Thurston
4C Wahkiakum
5B Walla Walla
4C Whatcom
5B Whitman
5B Yakima
WEST VIRGINIA
5A Barbour
4A Berkeley
4A Boone
4A Braxton
5A Brooke
4A Cabell
4A Calhoun
4A Clay
4A Doddridge
4A Fayette
4A Gilmer
5A Grant
4A Greenbrier
5A Hampshire
5A Hancock
5A Hardy
5A Harrison
4A Jackson

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TABLE R301.1—continued
CLIMATE ZONES, MOISTURE REGIMES, AND WARM HUMID DESIGNATIONS BY STATE, COUNTY AND TERRITORY[a]

US STATES—continued
WEST VIRGINIA *(continued)*
4A Jefferson
4A Kanawha
4A Lewis
4A Lincoln
4A Logan
5A Marion
5A Marshall
4A Mason
4A McDowell
4A Mercer
5A Mineral
4A Mingo
5A Monongalia
4A Monroe
4A Morgan
4A Nicholas
5A Ohio
5A Pendleton
4A Pleasants
5A Pocahontas
5A Preston
4A Putnam
4A Raleigh
5A Randolph
4A Ritchie
4A Roane
4A Summers
5A Taylor
5A Tucker
4A Tyler
4A Upshur
4A Wayne
4A Webster
5A Wetzel
4A Wirt
4A Wood
4A Wyoming
WISCONSIN
5A Adams
6A Ashland
6A Barron
6A Bayfield
6A Brown
6A Buffalo
6A Burnett
5A Calumet
6A Chippewa
6A Clark
5A Columbia
5A Crawford
5A Dane
5A Dodge
6A Door
6A Douglas
6A Dunn
6A Eau Claire
6A Florence
5A Fond du Lac
6A Forest
5A Grant
5A Green
5A Green Lake
5A Iowa
6A Iron
6A Jackson
5A Jefferson
5A Juneau
5A Kenosha
6A Kewaunee
5A La Crosse
5A Lafayette
6A Langlade
6A Lincoln
6A Manitowoc
6A Marathon
6A Marinette
6A Marquette
6A Menominee
5A Milwaukee
5A Monroe
6A Oconto
6A Oneida
5A Outagamie
5A Ozaukee
6A Pepin
6A Pierce
6A Polk
6A Portage

(continued)

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TABLE R301.1—continued
CLIMATE ZONES, MOISTURE REGIMES, AND WARM HUMID DESIGNATIONS BY STATE, COUNTY AND TERRITORY[a]

US STATES—continued
WISCONSIN *(continued)*
6A Price
5A Racine
5A Richland
5A Rock
6A Rusk
5A Sauk
6A Sawyer
6A Shawano
6A Sheboygan
6A St. Croix
6A Taylor
6A Trempealeau
5A Vernon
6A Vilas
5A Walworth
6A Washburn
5A Washington
5A Waukesha
6A Waupaca
5A Waushara
5A Winnebago
6A Wood
WYOMING
6B Albany
6B Big Horn
6B Campbell
6B Carbon
6B Converse
6B Crook
6B Fremont
5B Goshen
6B Hot Springs
6B Johnson
5B Laramie
7 Lincoln
6B Natrona
6B Niobrara
6B Park
5B Platte
6B Sheridan
7 Sublette
6B Sweetwater
7 Teton
6B Uinta
6B Washakie
6B Weston
US TERRITORIES
AMERICAN SAMOA
1A (all)*
GUAM
1A (all)*
NORTHERN MARIANA ISLANDS
1A (all)*
PUERTO RICO
1A (all except as follows:)*
2B Barraquitas
2B Cayey
VIRGIN ISLANDS
1A (all)*

a. Key: A – Moist, B – Dry, C – Marine. Absence of moisture designation indicates moisture regime is irrelevant. Asterisk (*) indicates a Warm Humid location.

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R301.3 Climate zone definitions. To determine the climate zones for locations not listed in this code, use the following information to determine climate zone numbers and letters in accordance with Items 1 through 5.

1. Determine the thermal climate zone, 0 through 8, from Table R301.3 using the heating (HDD) and cooling degree-days (CDD) for the location.
2. Determine the moisture zone (Marine, Dry or Humid) in accordance with Items 2.1 through 2.3.
   - 2.1. If monthly average temperature and precipitation data are available, use the Marine, Dry and Humid definitions to determine the moisture zone (C, B or A).
   - 2.2. If annual average temperature information (including degree-days) and annual precipitation (i.e., annual mean) are available, use Items 2.2.1 through 2.2.3 to determine the moisture zone. If the moisture zone is not Marine, then use the Dry definition to determine whether Dry or Humid.
     - 2.2.1. If thermal climate zone is 3 and CDD50°F ≤ 4,500 (CDD10°C ≤ 2500), climate zone is Marine (3C).
     - 2.2.2. If thermal climate zone is 4 and CDD50°F ≤ 2,700 (CDD10°C ≤ 1500), climate zone is Marine (4C).
     - 2.2.3. If thermal climate zone is 5 and CDD50°F ≤ 1,800 (CDD10°C ≤ 1000), climate zone is Marine (5C).
   - 2.3. If only degree-day information is available, use Items 2.3.1 through 2.3.3 to determine the moisture zone. If the moisture zone is not Marine, then it is not possible to assign Humid or Dry moisture zone for this location.
     - 2.3.1. If thermal climate zone is 3 and CDD50°F ≤ 4,500 (CDD10°C ≤ 2500), climate zone is Marine (3C).
     - 2.3.2. If thermal climate zone is 4 and CDD50°F ≤ 2,700 (CDD10°C ≤ 1500), climate zone is Marine (4C).
     - 2.3.3. If thermal climate zone is 5 and CDD50°F ≤ 1,800 (CDD10°C ≤ 1000), climate zone is Marine (5C).
3. Marine (C) Zone definition: Locations meeting all the criteria in Items 3.1 through 3.4.
   - 3.1. Mean temperature of coldest month between 27°F (-3°C) and 65°F (18°C).
   - 3.2. Warmest month mean < 72°F (22°C).
   - 3.3. Not fewer than four months with mean temperatures over 50°F (10°C).
   - 3.4. Dry season in summer. The month with the heaviest precipitation in the cold season has at least three times as much precipitation as the month with the least precipitation in the rest of the year. The cold season is October through March in the Northern Hemisphere and April through September in the Southern Hemisphere.
4. Dry (B) definition: Locations meeting the criteria in Items 4.1 through 4.4.
   - 4.1. Not Marine (C).
   - 4.2. If 70 percent or more of the precipitation, P, occurs during the high sun period, defined as April through September in the Northern Hemisphere and October through March in the Southern Hemisphere, then the dry/humid threshold is in accordance with Equation 3-1.

     $P < 0.44 \times (T - 7)$
     [$P < 20.0 \times (T + 14)$ in SI units]
     (Equation 3-1)

     where:
     P = Annual precipitation, inches (mm).
     T = Annual mean temperature, °F (°C).
   - 4.3. If between 30 and 70 percent of the precipitation, P, occurs during the high sun period, defined as April through September in the Northern Hemisphere and October through March in the Southern Hemisphere, then the dry/humid threshold is in accordance with Equation 3-2.

     $P < 0.44 \times (T - 19.5)$
     [$P < 20.0 \times (T + 7)$ in SI units]
     (Equation 3-2)

     where:
     P = Annual precipitation, inches (mm).
     T = Annual mean temperature, °F (°C).
   - 4.4. If 30 percent or less of the precipitation, P, occurs during the high sun period, defined as April through September in the Northern Hemisphere and October through March in the Southern Hemisphere, then the dry/humid threshold is in accordance with Equation 3-3.

     $P < 0.44 \times (T - 32)$
     [$P < 20.0 \times T$ in SI units]
     (Equation 3-3)

     where:
     P = Annual precipitation, inches (mm).
     T = Annual mean temperature, °F (°C).
5. Humid (A) definition: Locations that are not Marine (C) or Dry (B).

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TABLE R301.3
THERMAL CLIMATE ZONE DEFINITIONS

ZONE NUMBER	THERMAL CRITERIA	
	IP Units	SI Units
0	10,800 < CDD50°F	6000 < CDD10°C
1	9,000 < CDD50°F < 10,800	5000 < CDD10°C < 6000
2	6,300 < CDD50°F ≤ 9,000	3500 < CDD10°C ≤ 5000
3	CDD50°F ≤ 6,300 AND HDD65°F ≤ 3,600	CDD10°C < 3500 AND HDD18°C ≤ 2000
4	CDD50°F ≤ 6,300 AND 3,600 < HDD65°F ≤ 5,400	CDD10°C < 3500 AND 2000 < HDD18°C ≤ 3000
5	CDD50°F < 6,300 AND 5,400 < HDD65°F ≤ 7,200	CDD10°C < 3500 AND 3000 < HDD18°C ≤ 4000
6	7,200 < HDD65°F ≤ 9,000	4000 < HDD18°C ≤ 5000
7	9,000 < HDD65°F ≤ 12,600	5000 < HDD18°C ≤ 7000
8	12,600 < HDD65°F	7000 < HDD18°C

For SI: °C = [(°F) - 32]/1.8.

R301.4 Tropical climate region. The tropical region shall be defined as:

1. Hawaii, Puerto Rico, Guam, American Samoa, U.S. Virgin Islands, Commonwealth of Northern Mariana Islands; and
2. Islands in the area between the Tropic of Cancer and the Tropic of Capricorn.

SECTION R302
DESIGN CONDITIONS

R302.1 Interior design conditions. The interior design temperatures used for heating and cooling load calculations shall be a maximum of 72°F (22°C) for heating and minimum of 75°F (24°C) for cooling.

SECTION R303
MATERIALS, SYSTEMS AND EQUIPMENT

R303.1 Identification. Materials, systems and equipment shall be identified in a manner that will allow a determination of compliance with the applicable provisions of this code.

R303.1.1 Building thermal envelope insulation. An *R*-value identification mark shall be applied by the manufacturer to each piece of *building thermal envelope* insulation that is 12 inches (305 mm) or greater in width. Alternatively, the insulation installers shall provide a certification that indicates the type, manufacturer and *R*-value of insulation installed in each element of the *building thermal envelope*. For blown-in or sprayed fiberglass and cellulose insulation, the initial installed thickness, settled thickness, settled *R*-value, installed density, coverage area and number of bags installed shall be indicated on the certification. For sprayed polyurethane foam (SPF) insulation, the installed thickness of the areas covered and the *R*-value of the installed thickness shall be indicated on the certification. For insulated siding, the *R*-value shall be on a label on the product's package and shall be indicated on the certification. The insulation installer shall sign, date and post the certification in a conspicuous location on the job site.

Exception: For roof insulation installed above the deck, the *R*-value shall be labeled as required by the material standards specified in Table 1508.2 of the *International Building Code* or Table R906.2 of the *International Residential Code*, as applicable.

R303.1.1.1 Blown-in or sprayed roof and ceiling insulation. The thickness of blown-in or sprayed fiberglass and cellulose roof and ceiling insulation shall be written in inches (mm) on markers that are installed at not less than one for every 300 square feet (28 m^2) throughout the attic space. The markers shall be affixed to the trusses or joists and marked with the minimum initial installed thickness with numbers not less than 1 inch (25 mm) in height. Each marker shall face the attic access opening. The thickness and installed *R*-value of sprayed polyurethane foam insulation shall be indicated on the certification provided by the insulation installer.

R303.1.2 Insulation mark installation. Insulating materials shall be installed such that the manufacturer's *R*-value mark is readily observable at inspection. For insulation materials that are installed without an observable manufacturer's *R*-value mark, such as blown or draped products, an insulation certificate complying with Section R303.1.1 shall be left immediately after installation by the installer, in a conspicuous location within the building, to certify the installed *R*-value of the insulation material.

R303.1.3 Fenestration product rating. *U*-factors of fenestration products such as windows, doors and *skylights* shall be determined in accordance with NFRC 100.

Exception: Where required, garage door *U*-factors shall be determined in accordance with either NFRC 100 or ANSI/DASMA 105.

U-factors shall be determined by an accredited, independent laboratory, and labeled and certified by the manufacturer.

Products lacking such a labeled *U*-factor shall be assigned a default *U*-factor from Table R303.1.3(1) or Table R303.1.3(2). The *solar heat gain coefficient* (SHGC) and *visible transmittance* (VT) of glazed fenestration products such as windows, glazed doors and *skylights* shall be determined in accordance with NFRC 200 by an accredited, independent laboratory, and labeled and certified by the manufacturer. Products lacking such a labeled SHGC or VT shall be assigned a default SHGC or VT from Table R303.1.3(3).

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TABLE R303.1.3(1)
DEFAULT GLAZED WINDOW, GLASS DOOR AND SKYLIGHT *U*-FACTORS

FRAME TYPE	WINDOW AND GLASS DOOR		SKYLIGHT	
	Single pane	Double pane	Single	Double
Metal	1.20	0.80	2.00	1.30
Metal with Thermal Break	1.10	0.65	1.90	1.10
Nonmetal or Metal Clad	0.95	0.55	1.75	1.05
Glazed Block	0.60			

TABLE R303.1.3(2)
DEFAULT OPAQUE DOOR *U*-FACTORS

DOOR TYPE	OPAQUE *U*-FACTOR
Uninsulated Metal	1.20
Insulated Metal	0.60
Wood	0.50
Insulated, nonmetal edge, not exceeding 45% glazing, any glazing double pane	0.35

TABLE R303.1.3(3)
DEFAULT GLAZED FENESTRATION SHGC AND VT

	SINGLE GLAZED		DOUBLE GLAZED		GLAZED BLOCK
	Clear	Tinted	Clear	Tinted	
SHGC	0.8	0.7	0.7	0.6	0.6
VT	0.6	0.3	0.6	0.3	0.6

R303.1.4 Insulation product rating. The thermal resistance, *R*-value, of insulation shall be determined in accordance with Part 460 of US-FTC CFR Title 16 in units of h × ft^2 × °F/Btu at a mean temperature of 75°F (24°C).

R303.1.4.1 Insulated siding. The thermal resistance, *R*-value, of insulated siding shall be determined in accordance with ASTM C1363. Installation for testing shall be in accordance with the manufacturer's instructions.

R303.1.5 Air-impermeable insulation. Insulation having an air permeability not greater than 0.004 cubic feet per minute per square foot [0.002 L/(s × m^2)] under pressure differential of 0.3 inch water gauge (75 Pa) when tested in accordance with ASTM E2178 shall be determined air-impermeable insulation.

R303.2 Installation. Materials, systems and equipment shall be installed in accordance with the manufacturer's instructions and the *International Building Code* or the *International Residential Code*, as applicable.

R303.2.1 Protection of exposed foundation insulation. Insulation applied to the exterior of *basement walls*, crawl space walls and the perimeter of slab-on-grade floors shall have a rigid, opaque and weather-resistant protective covering to prevent the degradation of the insulation's thermal performance. The protective covering shall cover the exposed exterior insulation and extend not less than 6 inches (153 mm) below grade.

R303.3 Maintenance information. Maintenance instructions shall be furnished for equipment and systems that require preventive maintenance. Required regular maintenance actions shall be clearly stated and incorporated on a readily visible label. The label shall include the title or publication number for the operation and maintenance manual for that particular model and type of product.

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CHAPTER 4 [RE]
RESIDENTIAL ENERGY EFFICIENCY

User note:

About this chapter: *Chapter 4 presents the paths and options for compliance with the energy efficiency provisions. Chapter 4 contains energy efficiency provisions for the building envelope, mechanical and water heating systems, lighting and additional efficiency requirements. A performance alternative, energy rating alternative, and tropical regional alternative are also provided to allow for energy code compliance other than by the prescriptive method.*

SECTION R401
GENERAL

R401.1 Scope. This chapter applies to residential buildings.

R401.2 Application. Residential buildings shall comply with Section R401.2.5 and either Sections R401.2.1, R401.2.2, R401.2.3 or R401.2.4.

Exception: Additions, *alterations*, repairs and changes of occupancy to existing buildings complying with Chapter 5.

R401.2.1 Prescriptive Compliance Option. The Prescriptive Compliance Option requires compliance with Sections R401 through R404.

R401.2.2 Total Building Performance Option. The Total Building Performance Option requires compliance with Section R405.

R401.2.3 Energy Rating Index Option. The Energy Rating Index (ERI) Option requires compliance with Section R406.

R401.2.4 Tropical Climate Region Option. The Tropical Climate Region Option requires compliance with Section R407.

R401.2.5 Additional energy efficiency. This section establishes additional requirements applicable to all compliance approaches to achieve additional energy efficiency.

1. For buildings complying with Section R401.2.1, one of the additional efficiency package options shall be installed according to Section R408.2.
2. For buildings complying with Section R401.2.2, the building shall meet one of the following:
   2.1. One of the additional efficiency package options in Section R408.2 shall be installed without including such measures in the proposed design under Section R405; or
   2.2. The proposed design of the building under Section R405.2 shall have an annual energy cost that is less than or equal to 95 percent of the annual energy cost of the standard reference design.
3. For buildings complying with the Energy Rating Index alternative Section R401.2.3, the Energy Rating Index value shall be at least 5 percent less than the Energy Rating Index target specified in Table R406.5.

The option selected for compliance shall be identified in the certificate required by Section R401.3. *

R401.3 Certificate. A permanent certificate shall be completed by the builder or other *approved* party and posted on a wall in the space where the furnace is located, a utility room or an *approved* location inside the *building*. Where located on an electrical panel, the certificate shall not cover or obstruct the visibility of the circuit directory *label*, service disconnect *label* or other required labels. The certificate shall indicate the following:

1. The predominant *R*-values of insulation installed in or on ceilings, roofs, walls, foundation components such as slabs, *basement walls*, *crawl space walls* and floors and ducts outside *conditioned spaces.*
2. *U*-factors of fenestration and the *solar heat gain coefficient* (SHGC) of fenestration. Where there is more than one value for any component of the building envelope, the certificate shall indicate both the value covering the largest area and the area weighted average value if available.
3. The results from any required duct system and building envelope air leakage testing performed on the building.
4. The types, sizes and efficiencies of heating, cooling and service water-heating equipment. Where a gas-fired unvented room heater, electric furnace or baseboard electric heater is installed in the residence, the certificate shall indicate “gas-fired unvented room heater,” “electric furnace” or “baseboard electric heater,” as appropriate. An efficiency shall not be indicated for gas-fired unvented room heaters, electric furnaces and electric baseboard heaters.
5. Where on-site *photovoltaic panel* systems have been installed, the array capacity, inverter efficiency, panel tilt and orientation shall be noted on the certificate.
6. For buildings where an Energy Rating Index score is determined in accordance with Section R406, the Energy Rating Index score, both with and without

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any on-site generation, shall be listed on the certificate.

7. The code edition under which the structure was permitted, and the compliance path used.

SECTION R402
BUILDING THERMAL ENVELOPE

R402.1 General. The *building thermal envelope* shall comply with the requirements of Sections R402.1.1 through R402.1.5.

Exceptions:

1. The following low-energy *buildings*, or portions thereof, separated from the remainder of the building by *building thermal envelope* assemblies complying with this section shall be exempt from the *building thermal envelope* provisions of Section R402.
   1.1. Those with a peak design rate of energy usage less than 3.4 Btu/h × ft^2 (10.7 W/m^2) or 1.0 watt/ft^2 of floor area for space-conditioning purposes.
   1.2. Those that do not contain *conditioned space*.
2. Log homes designed in accordance with ICC 400.

R402.1.1 Vapor retarder. Wall assemblies in the *building thermal envelope* shall comply with the vapor retarder requirements of Section R702.7 of the *International Residential Code* or Section 1404.3 of the *International Building Code*, as applicable.

R402.1.2 Insulation and fenestration criteria. The *building thermal envelope* shall meet the requirements of Table R402.1.2, based on the *climate zone* specified in Chapter 3. Assemblies shall have a *U*-factor equal to or less than that specified in Table R402.1.2. Fenestration shall have a *U*-factor and glazed fenestration SHGC equal to or less than that specified in Table R402.1.2.

R402.1.3 *R*-value alternative. Assemblies with *R*-value of insulation materials equal to or greater than that specified in Table R402.1.3 shall be an alternative to the *U*-factor in Table R402.1.2

R402.1.4 *R*-value computation. Cavity insulation alone shall be used to determine compliance with the cavity insulation *R*-value requirements in Table R402.1.3. Where cavity insulation is installed in multiple layers, the *R*-values of the cavity insulation layers shall be summed to determine compliance with the cavity insulation *R*-value requirements. The manufacturer's settled *R*-value shall be used for blown-in insulation. Continuous insulation (ci) alone shall be used to determine compliance with the continuous insulation *R*-value requirements in Table R402.1.3. Where continuous insulation is installed in multiple layers, the *R*-values of the continuous insulation layers shall be summed to determine compliance with the continuous insulation *R*-value requirements. Cavity insulation *R*-values shall not be used to determine compliance with the continuous insulation *R*-value requirements in Table R402.1.3. Computed *R*-values shall not include an

TABLE R402.1.2
MAXIMUM ASSEMBLY *U*-FACTORS[a] AND FENESTRATION REQUIREMENTS

CLIMATE ZONE	FENESTRATION *U*-FACTOR[f]	SKYLIGHT *U*-FACTOR	GLAZED FENESTRATION SHGC[d, e]	CEILING *U*-FACTOR	WOOD FRAME WALL *U*-FACTOR	MASS WALL *U*-FACTOR[b]	FLOOR *U*-FACTOR	BASEMENT WALL *U*-FACTOR	CRAWL SPACE WALL *U*-FACTOR
0	0.50	0.75	0.25	0.035	0.084	0.197	0.064	0.360	0.477
1	0.50	0.75	0.25	0.035	0.084	0.197	0.064	0.360	0.477
2	0.40	0.65	0.25	0.026	0.084	0.165	0.064	0.360	0.477
3	0.30	0.55	0.25	0.026	0.060	0.098	0.047	0.091[c]	0.136
4 except Marine	0.30	0.55	0.40	0.024	0.045	0.098	0.047	0.059	0.065
5 and Marine 4	0.30	0.55	0.40	0.024	0.045	0.082	0.033	0.050	0.055
6	0.30	0.55	NR	0.024	0.045	0.060	0.033	0.050	0.055
7 and 8	0.30	0.55	NR	0.024	0.045	0.057	0.028	0.050	0.055

For SI: 1 foot = 304.8 mm.

a. Nonfenestration *U*-factors shall be obtained from measurement, calculation or an approved source.

b. Mass walls shall be in accordance with Section R402.2.5. Where more than half the insulation is on the interior, the mass wall *U*-factors shall not exceed 0.17 in Climate Zones 0 and 1, 0.14 in Climate Zone 2, 0.12 in Climate Zone 3, 0.087 in Climate Zone 4 except Marine, 0.065 in Climate Zone 5 and Marine 4, and 0.057 in Climate Zones 6 through 8.

c. In Warm Humid locations as defined by Figure R301.1 and Table R301.1, the basement wall *U*-factor shall not exceed 0.360.

d. The SHGC column applies to all glazed fenestration.
Exception: In Climate Zones 0 through 3, skylights shall be permitted to be excluded from glazed fenestration SHGC requirements provided that the SHGC for such skylights does not exceed 0.30.

e. There are no SHGC requirements in the Marine Zone.

f. A maximum *U*-factor of 0.32 shall apply in Marine Climate Zone 4 and Climate Zones 5 through 8 to vertical fenestration products installed in buildings located either:
1. Above 4,000 feet in elevation above sea level, or
2. In windborne debris regions where protection of openings is required by Section R301.2.1.2 of the *International Residential Code*.

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TABLE R402.1.3
INSULATION MINIMUM *R*-VALUES AND FENESTRATION REQUIREMENTS BY COMPONENT[a]

CLIMATE ZONE	FENESTRATION *U*-FACTOR[b, i]	SKYLIGHT[b] *U*-FACTOR	GLAZED FENESTRATION SHGC[b, e]	CEILING *R*-VALUE	WOOD FRAME WALL *R*-VALUE[g]	MASS WALL *R*-VALUE[h]	FLOOR *R*-VALUE	BASEMENT[c,g] WALL *R*-VALUE	SLAB[d] *R*-VALUE & DEPTH	CRAWL SPACE[c,g] WALL *R*-VALUE
0	NR	0.75	0.25	30	13 or 0&10ci	3/4	13	0	0	0
1	NR	0.75	0.25	30	13 or 0&10ci	3/4	13	0	0	0
2	0.40	0.65	0.25	49	13 or 0&10ci	4/6	13	0	0	0
3	.30	0.55	0.25	49	20 or 13&5ci[h] or 0&15ci[h]	8/13	19	5ci or 13[f]	10ci, 2 ft	5ci or 13[f]
4 except Marine	.30	0.55	0.40	60	30 or 20&5ci[h] or 13&10ci[h] or 0&20ci[h]	8/13	19	10ci or 13	10ci, 4 ft	10ci or 13
5 and Marine 4	0.30[i]	0.55	0.40	60	30 or 20&5ci[h] or 13&10ci[h] or 0&20ci[h]	13/17	30	15ci or 19 or 13&5ci	10ci, 4 ft	15ci or 19 or 13&5ci
6	0.30[i]	0.55	NR	60	30 or 20&5ci[h] or 13&10ci[h] or 0&20ci[h]	15/20	30	15ci or 19 or 13&5ci	10ci, 4 ft	15ci or 19 or 13&5ci
7 and 8	0.30[i]	0.55	NR	60	30 or 20&5ci[h] or 13&10ci[h] or 0&20ci[h]	19/21	38	15ci or 19 or 13&5ci	10ci, 4 ft	15ci or 19 or 13&5ci

For SI: 1 foot = 304.8 mm.
NR = Not Required.

ci = continuous insulation.

a. *R*-values are minimums. *U*-factors and SHGC are maximums. Where insulation is installed in a cavity that is less than the label or design thickness of the insulation, the installed *R*-value of the insulation shall be not less than the *R*-value specified in the table.

b. The fenestration *U*-factor column excludes skylights. The SHGC column applies to all glazed fenestration.
Exception: In Climate Zones 0 through 3, skylights shall be permitted to be excluded from glazed fenestration SHGC requirements provided that the SHGC for such skylights does not exceed 0.30.

c. "5ci or 13" means R-5 continuous insulation (ci) on the interior or exterior surface of the wall or R-13 cavity insulation on the interior side of the wall. "10ci or 13" means R-10 continuous insulation (ci) on the interior or exterior surface of the wall or R-13 cavity insulation on the interior side of the wall. "15ci or 19 or 13&5ci" means R-15 continuous insulation (ci) on the interior or exterior surface of the wall; or R-19 cavity insulation on the interior side of the wall; or R-13 cavity insulation on the interior of the wall in addition to R-5 continuous insulation on the interior or exterior surface of the wall.

d. R-5 insulation shall be provided under the full slab area of a heated slab in addition to the required slab edge insulation *R*-value for slabs. as indicated in the table. The slab-edge insulation for heated slabs shall not be required to extend below the slab.

e. There are no SHGC requirements in the Marine Zone.

f. Basement wall insulation is not required in Warm Humid locations as defined by Figure R301.1 and Table R301.1.

g. The first value is cavity insulation; the second value is continuous insulation. Therefore, as an example, "13&5" means R-13 cavity insulation plus R-5 continuous insulation.

h. Mass walls shall be in accordance with Section R402.2.5. The second *R*-value applies where more than half of the insulation is on the interior of the mass wall.

i. A maximum *U*-factor of 0.32 shall apply in Climate Zones 3 through 8 to vertical fenestration products installed in buildings located either:
1. Above 4,000 feet in elevation, or
2. In windborne debris regions where protection of openings is required by Section R301.2.1.2 of the *International Residential Code*.

R-value for other building materials or air films. Where insulated siding is used for the purpose of complying with the continuous insulation requirements of Table R402.1.3, the manufacturer's labeled *R*-value for the insulated siding shall be reduced by R-0.6.

R402.1.5 Total UA alternative. Where the total *building thermal envelope* UA, the sum of *U*-factor times assembly area, is less than or equal to the total UA resulting from multiplying the *U*-factors in Table R402.1.2 by the same assembly area as in the proposed *building*, the *building* shall be considered to be in compliance with Table R402.1.2. The UA calculation shall be performed using a method consistent with the ASHRAE *Handbook of Fundamentals* and shall include the thermal bridging effects of framing materials. In addition to UA compliance, the

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SHGC requirements of Table R402.1.2 and the maximum fenestration *U*-factors of Section R402.5 shall be met.

R402.2 Specific insulation requirements. In addition to the requirements of Section R402.1, insulation shall meet the specific requirements of Sections R402.2.1 through R402.2.12.

R402.2.1 Ceilings with attics. Where Section R402.1.3 requires R-49 insulation in the ceiling or attic, installing R-38 over 100 percent of the ceiling or attic area requiring insulation shall satisfy the requirement for R-49 insulation wherever the full height of uncompressed R-38 insulation extends over the wall top plate at the eaves. Where Section R402.1.3 requires R-60 insulation in the ceiling or attic, installing R-49 over 100 percent of the ceiling or attic area requiring insulation shall satisfy the requirement for R-60 insulation wherever the full height of uncompressed R-49 insulation extends over the wall top plate at the eaves. This reduction shall not apply to the insulation and fenestration criteria in Section R402.1.2 and the Total UA alternative in Section R402.1.5.

R402.2.2 Ceilings without attics. Where Section R402.1.3 requires insulation *R*-values greater than R-30 in the interstitial space above a ceiling and below the structural roof deck, and the design of the roof/ceiling assembly does not allow sufficient space for the required insulation, the minimum required insulation *R*-value for such roof/ceiling assemblies shall be R-30. Insulation shall extend over the top of the wall plate to the outer edge of such plate and shall not be compressed. This reduction of insulation from the requirements of Section R402.1.3 shall be limited to 500 square feet (46 m^2) or 20 percent of the total insulated ceiling area, whichever is less. This reduction shall not apply to the Total UA alternative in Section R402.1.5.

R402.2.3 Eave baffle. For air-permeable insulation in vented attics, a baffle shall be installed adjacent to soffit and eave vents. Baffles shall maintain a net free area opening equal to or greater than the size of the vent. The baffle shall extend over the top of the attic insulation. The baffle shall be permitted to be any solid material. The baffle shall be installed to the outer edge of the *exterior wall* top plate so as to provide maximum space for attic insulation coverage over the top plate. Where soffit venting is not continuous, baffles shall be installed continuously to prevent ventilation air in the eave soffit from bypassing the baffle.

R402.2.4 Access hatches and doors. Access hatches and doors from conditioned to unconditioned spaces such as attics and crawl spaces shall be insulated to the same *R*-value required by Table R402.1.3 for the wall or ceiling in which they are installed.

Exceptions:

1. Vertical doors providing access from conditioned spaces to unconditioned spaces that comply with the fenestration requirements of Table R402.1.3 based on the applicable climate zone specified in Chapter 3.
2. Horizontal pull-down, stair-type access hatches in ceiling assemblies that provide access from conditioned to unconditioned spaces in Climate Zones 0 through 4 shall not be required to comply with the insulation level of the surrounding surfaces provided the hatch meets all of the following:
   2.1. The average *U*-factor of the hatch shall be less than or equal to U-0.10 or have an average insulation *R*-value of R-10 or greater.
   2.2. Not less than 75 percent of the panel area shall have an insulation *R*-value of R-13 or greater.
   2.3. The net area of the framed opening shall be less than or equal to 13.5 square feet (1.25 m^2).
   2.4. The perimeter of the hatch edge shall be weatherstripped.

The reduction shall not apply to the total UA alternative in Section R402.1.5.

R402.2.4.1 Access hatches and door insulation installation and retention. Vertical or horizontal access hatches and doors from *conditioned spaces* to *unconditioned spaces* such as attics and crawl spaces shall be weatherstripped. Access that prevents damaging or compressing the insulation shall be provided to all equipment. Where loose-fill insulation is installed, a wood-framed or equivalent baffle, retainer, or dam shall be installed to prevent loose-fill insulation from spilling into living space from higher to lower sections of the attic and from attics covering conditioned spaces to unconditioned spaces. The baffle or retainer shall provide a permanent means of maintaining the installed *R*-value of the loose-fill insulation.

R402.2.5 Mass walls. Mass walls where used as a component of the *building thermal envelope* shall be one of the following:

1. Above-ground walls of concrete block, concrete, insulated concrete form, masonry cavity, brick but not brick veneer, adobe, compressed earth block, rammed earth, solid timber, mass timber or solid logs.
2. Any wall having a heat capacity greater than or equal to 6 Btu/ft^2 × °F (123 kJ/m^2 × K).

R402.2.6 Steel-frame ceilings, walls and floors. Steel-frame ceilings, walls, and floors shall comply with the insulation requirements of Table R402.2.6 or the *U*-factor requirements of Table R402.1.2. The calculation of the *U*-factor for a steel-frame envelope assembly shall use a series-parallel path calculation method.

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TABLE R402.2.6
STEEL-FRAME CEILING, WALL AND FLOOR INSULATION *R*-VALUES

WOOD FRAME *R*-VALUE REQUIREMENT	COLD-FORMED STEEL-FRAME EQUIVALENT *R*-VALUE[a]
Steel Truss Ceilings[b]	
R-30	R-38 or R-30 + 3 or R-26 + 5
R-38	R-49 or R-38 + 3
R-49	R-38 + 5
Steel Joist Ceilings[b]	
R-30	R-38 in 2 × 4 or 2 × 6 or 2 × 8 R-49 in any framing
R-38	R-49 in 2 × 4 or 2 × 6 or 2 × 8 or 2 × 10
Steel-frame Wall, 16 inches on center	
R-13	R-13 + 4.2 or R-21 + 2.8 or R-0 + 9.3 or R-15 + 3.8 or R-21 + 3.1
R-13 + 5	R-0 + 15 or R-13 + 9 or R-15 + 8.5 or R-19 + 8 or R-21 + 7
R-13 + 10	R-0 + 20 or R-13 + 15 or R-15 + 14 or R-19 + 13 or R-21 + 13
R-20	R-0 + 14.0 or R-13 + 8.9 or R-15 + 8.5 or R-19 + 7.8 or R-21 + 7.5
R-20 + 5	R-13 + 12.7 or R-15 + 12.3 or R-19 + 11.6 or R-21 + 11.3 or R-25 + 10.9
R-21	R-0 + 14.6 or R-13 + 9.5 or R-15 + 9.1 or R-19 + 8.4 or R-21 + 8.1 or R-25 + 7.7
Steel-frame Wall, 24 inches on center	
R-13	R-0 + 9.3 or R-13 + 3.0 or R-15 + 2.4
R-13 + 5	R-0 + 15 or R-13 + 7.5 or R-15 + 7 or R-19 + 6 or R-21 + 6
R-13 + 10	R-0 + 20 or R-13 + 13 or R-15 + 12 or R-19 + 11 or R-21 + 11
R-20	R-0 + 14.0 or R-13 + 7.7 or R-15 + 7.1 or R-19 + 6.3 or R-21 + 5.9
R-20 + 5	R-13 + 11.5 or R-15 + 10.9 or R-19 + 10.1 or R-21 + 9.7 or R-25 + 9.1
R-21	R-0 + 14.6 or R-13 + 8.3 or R-15 + 7.7 or R-19 + 6.9 or R-21 + 6.5 or R-25 + 5.9
Steel Joist Floor	
R-13	R-19 in 2 × 6, or R-19 + 6 in 2 × 8 or 2 × 10
R-19	R-19 + 6 in 2 × 6, or R-19 + 12 in 2 × 8 or 2 × 10

a. The first value is cavity insulation *R*-value; the second value is continuous insulation *R*-value. Therefore, for example, "R-30 + 3" means R-30 cavity insulation plus R-3 continuous insulation.

b. Insulation exceeding the height of the framing shall cover the framing.

R402.2.7 Floors. Floor *cavity insulation* shall comply with one of the following:

1. Installation shall be installed to maintain permanent contact with the underside of the subfloor decking in accordance with manufacturer instructions to maintain required *R*-value or readily fill the available cavity space.
2. Floor framing cavity insulation shall be permitted to be in contact with the top side of sheathing separating the cavity and the unconditioned space below. Insulation shall extend from the bottom to the top of all perimeter floor framing members and the framing members shall be air sealed.
3. A combination of cavity and continuous insulation shall be installed so that the cavity insulation is in contact with the top side of the continuous insulation that is installed on the underside of the floor framing separating the cavity and the unconditioned space below. The combined *R*-value of the cavity and continuous insulation shall equal the required *R*-value for floors. Insulation shall extend from the bottom to the top of all perimeter floor framing members and the framing members shall be air sealed.

R402.2.8 Basement walls. Basement walls shall be insulated in accordance with Table R402.1.3.

Exception: Basement walls associated with unconditioned basements where all of the following requirements are met:

1. The floor overhead, including the underside stairway stringer leading to the basement, is insulated in accordance with Section R402.1.3 and applicable provisions of Sections R402.2 and R402.2.7.
2. There are no uninsulated duct, domestic hot water, or hydronic heating surfaces exposed to the basement.
3. There are no HVAC supply or return diffusers serving the basement.
4. The walls surrounding the stairway and adjacent to conditioned space are insulated in accordance with Section R402.1.3 and applicable provisions of Section R402.2.
5. The door(s) leading to the basement from conditioned spaces are insulated in accordance with Section R402.1.3 and applicable provisions of Section R402.2, and weatherstripped in accordance with Section R402.4.
6. The building thermal envelope separating the basement from adjacent conditioned spaces complies with Section R402.4.

R402.2.8.1 Basement wall insulation installation. Where *basement walls* are insulated, the insulation shall be installed from the top of the *basement wall* down to 10 feet (3048 mm) below grade or to the basement floor, whichever is less.

R402.2.9 Slab-on-grade floors. Slab-on-grade floors with a floor surface less than 12 inches (305 mm) below grade shall be insulated in accordance with Table R402.1.3.

Exception: Slab-edge insulation is not required in jurisdictions designated by the code official as having a very heavy termite infestation.

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R402.2.9.1 Slab-on-grade floor insulation installation. Where installed, the insulation shall extend downward from the top of the slab on the outside or inside of the foundation wall. Insulation located below grade shall be extended the distance provided in Table R402.1.3 or the distance of the proposed design, as applicable, by any combination of vertical insulation, insulation extending under the slab or insulation extending out from the building. Insulation extending away from the building shall be protected by pavement or by not less than 10 inches (254 mm) of soil. The top edge of the insulation installed between the *exterior wall* and the edge of the interior slab shall be permitted to be cut at a 45-degree (0.79 rad) angle away from the *exterior wall*.

R402.2.10 Crawl space walls. Crawl space walls shall be insulated in accordance with Table R402.1.3.

Exception: Crawl space walls associated with a crawl space that is vented to the outdoors and the floor overhead is insulated in accordance with Table R402.1.3 and Section R402.2.7.

R402.2.10.1 Crawl space wall insulation installations. Where crawl space wall insulation is installed, it shall be permanently fastened to the wall and shall extend downward from the floor to the finished grade elevation and then vertically or horizontally for not less than an additional 24 inches (610 mm). Exposed earth in unvented crawl space foundations shall be covered with a continuous Class I vapor retarder in accordance with the *International Building Code* or *International Residential Code*, as applicable. Joints of the vapor retarder shall overlap by 6 inches (153 mm) and be sealed or taped. The edges of the vapor retarder shall extend not less than 6 inches (153 mm) up stem walls and shall be attached to the stem walls.

R402.2.11 Masonry veneer. Insulation shall not be required on the horizontal portion of a foundation that supports a masonry veneer.

R402.2.12 Sunroom and heated garage insulation. *Sunrooms* enclosing *conditioned space* and heated garages shall meet the insulation requirements of this code.

Exception: For *sunrooms* and heated garages provided *thermal isolation*, and enclosed *conditioned space*, the following exceptions to the insulation requirements of this code shall apply:

1. The minimum ceiling insulation *R*-values shall be R-19 in *Climate Zones* 0 through 4 and R-24 in *Climate Zones* 5 through 8.
2. The minimum wall insulation *R*-value shall be R-13 in all *climate zones*. Walls separating a *sunroom* or heated garage with *thermal isolation* from *conditioned space* shall comply with the *building thermal envelope* requirements of this code.

R402.3 Fenestration. In addition to the requirements of Section R402, fenestration shall comply with Sections R402.3.1 through R402.3.5.

R402.3.1 *U*-factor. An area-weighted average of fenestration products shall be permitted to satisfy the *U*-factor requirements.

R402.3.2 Glazed fenestration SHGC. An area-weighted average of fenestration products more than 50-percent glazed shall be permitted to satisfy the SHGC requirements.

Dynamic glazing shall be permitted to satisfy the SHGC requirements of Table R402.1.2 provided that the ratio of the higher to lower labeled SHGC is greater than or equal to 2.4, and the *dynamic glazing* is automatically controlled to modulate the amount of solar gain into the space in multiple steps. *Dynamic glazing* shall be considered separately from other fenestration, and area-weighted averaging with other fenestration that is not dynamic glazing shall be prohibited.

Exception: Dynamic glazing shall not be required to comply with this section where both the lower and higher labeled SHGC comply with the requirements of Table R402.1.2.

R402.3.3 Glazed fenestration exemption. Not greater than 15 square feet (1.4 m^2) of glazed fenestration per *dwelling unit* shall be exempt from the *U*-factor and SHGC requirements in Section R402.1.2. This exemption shall not apply to the Total UA alternative in Section R402.1.5.

R402.3.4 Opaque door exemption. One side-hinged opaque door assembly not greater than 24 square feet (2.22 m^2) in area shall be exempt from the *U*-factor requirement in Section R402.1.2. This exemption shall not apply to the Total UA alternative in Section R402.1.5.

R402.3.5 Sunroom and heated garage fenestration. *Sunrooms* and heated garages enclosing *conditioned space* shall comply with the fenestration requirements of this code.

Exception: In Climate Zones 2 through 8, for *sunrooms* and heated garages with *thermal isolation* and enclosing *conditioned space*, the fenestration *U*-factor shall not exceed 0.45 and the skylight *U*-factor shall not exceed 0.70.

New fenestration separating a *sunroom* or heated garage with *thermal isolation* from *conditioned space* shall comply with the *building thermal envelope* requirements of this code.

R402.4 Air leakage. The *building thermal envelope* shall be constructed to limit air leakage in accordance with the requirements of Sections R402.4.1 through R402.4.5.

R402.4.1 Building thermal envelope. The *building thermal envelope* shall comply with Sections R402.4.1.1 through R402.4.1.3. The sealing methods between

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dissimilar materials shall allow for differential expansion and contraction.

R402.4.1.1 Installation. The components of the *building thermal envelope* as indicated in Table R402.4.1.1 shall be installed in accordance with the manufacturer's instructions and the criteria indicated in Table R402.4.1.1, as applicable to the method of construction. Where required by the *code official,* an *approved* third party shall inspect all components and verify compliance.

TABLE R402.4.1.1
AIR BARRIER, AIR SEALING AND INSULATION INSTALLATION[a]

COMPONENT	AIR BARRIER CRITERIA	INSULATION INSTALLATION CRITERIA
General requirements	A continuous air barrier shall be installed in the building envelope. Breaks or joints in the air barrier shall be sealed.	Air-permeable insulation shall not be used as a sealing material.
Ceiling/attic	The air barrier in any dropped ceiling or soffit shall be aligned with the insulation and any gaps in the air barrier shall be sealed. Access openings, drop down stairs or knee wall doors to unconditioned attic spaces shall be sealed.	The insulation in any dropped ceiling/soffit shall be aligned with the air barrier.
Walls	The junction of the foundation and sill plate shall be sealed. The junction of the top plate and the top of exterior walls shall be sealed. Knee walls shall be sealed.	Cavities within corners and headers of frame walls shall be insulated by completely filling the cavity with a material having a thermal resistance, *R*-value, of not less than R-3 per inch. Exterior thermal envelope insulation for framed walls shall be installed in substantial contact and continuous alignment with the air barrier.
Windows, skylights and doors	The space between framing and skylights, and the jambs of windows and doors, shall be sealed.	—
Rim joists	Rim joists shall include an exterior air barrier.[b] The junctions of the rim board to the sill plate and the rim board and the subfloor shall be air sealed.	Rim joists shall be insulated so that the insulation maintains permanent contact with the exterior rim board.[b]
Floors, including cantilevered floors and floors above garages	The air barrier shall be installed at any exposed edge of insulation.	Floor framing cavity insulation shall be installed to maintain permanent contact with the underside of subfloor decking. Alternatively, floor framing cavity insulation shall be in contact with the top side of sheathing, or continuous insulation installed on the underside of floor framing and extending from the bottom to the top of all perimeter floor framing members.
Basement crawl space and slab foundations	Exposed earth in unvented crawl spaces shall be covered with a Class I vapor retarder/air barrier in accordance with Section R402.2.10. Penetrations through concrete foundation walls and slabs shall be air sealed. Class 1 vapor retarders shall not be used as an air barrier on below-grade walls and shall be installed in accordance with Section R702.7 of the *International Residential Code*.	Crawl space insulation, where provided instead of floor insulation, shall be installed in accordance with Section R402.2.10. Conditioned basement foundation wall insulation shall be installed in accordance with Section R402.2.8.1. Slab-on-grade floor insulation shall be installed in accordance with Section R402.2.10.
Shafts, penetrations	Duct and flue shafts to exterior or unconditioned space shall be sealed. Utility penetrations of the air barrier shall be caulked, gasketed or otherwise sealed and shall allow for expansion, contraction of materials and mechanical vibration.	Insulation shall be fitted tightly around utilities passing through shafts and penetrations in the building thermal envelope to maintain required *R*-value.
Narrow cavities	Narrow cavities of 1 inch or less that are not able to be insulated shall be air sealed.	Batts to be installed in narrow cavities shall be cut to fit or narrow cavities shall be filled with insulation that on installation readily conforms to the available cavity space.
Garage separation	Air sealing shall be provided between the garage and conditioned spaces.	Insulated portions of the garage separation assembly shall be installed in accordance with Sections R303 and R402.2.7.

(continued)

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TABLE R402.4.1.1—continued
AIR BARRIER, AIR SEALING AND INSULATION INSTALLATION[a]

COMPONENT	AIR BARRIER CRITERIA	INSULATION INSTALLATION CRITERIA
Recessed lighting	Recessed light fixtures installed in the building thermal envelope shall be air sealed in accordance with Section R402.4.5.	Recessed light fixtures installed in the building thermal envelope shall be airtight and IC rated, and shall be buried or surrounded with insulation.
Plumbing, wiring or other obstructions	All holes created by wiring, plumbing or other obstructions in the air barrier assembly shall be air sealed.	Insulation shall be installed to fill the available space and surround wiring, plumbing, or other obstructions, unless the required *R*-value can be met by installing insulation and air barrier systems completely to the exterior side of the obstructions.
Shower/tub on exterior wall	The air barrier installed at exterior walls adjacent to showers and tubs shall separate the wall from the shower or tub.	Exterior walls adjacent to showers and tubs shall be insulated.
Electrical/phone box on exterior walls	The air barrier shall be installed behind electrical and communication boxes. Alternatively, air-sealed boxes shall be installed.	—
HVAC register boots	HVAC supply and return register boots that penetrate building thermal envelope shall be sealed to the subfloor, wall covering or ceiling penetrated by the boot.	—
Concealed sprinklers	Where required to be sealed, concealed fire sprinklers shall only be sealed in a manner that is recommended by the manufacturer. Caulking or other adhesive sealants shall not be used to fill voids between fire sprinkler cover plates and walls or ceilings.	—

a. Inspection of log walls shall be in accordance with the provisions of ICC 400.
b. Air barrier and insulation full enclosure is not required in unconditioned/ventilated attic spaces and at rim joists.

R402.4.1.2 Testing. The *building* or *dwelling unit* shall be tested for air leakage. The maximum air leakage rate for any *building* or *dwelling unit* under any compliance path shall not exceed 5.0 air changes per hour or 0.28 cubic feet per minute (CFM) per square foot [0.0079 $m^3/(s \times m^2)$] of dwelling unit enclosure area. Testing shall be conducted in accordance with ANSI/RESNET/ICC 380, ASTM E779 or ASTM E1827 and reported at a pressure of 0.2 inch w.g. (50 Pascals). Where required by the *code official*, testing shall be conducted by an *approved* third party. A written report of the results of the test shall be signed by the party conducting the test and provided to the *code official*. Testing shall be performed at any time after creation of all penetrations of the *building thermal envelope* have been sealed.

Exception: For heated, attached private garages and heated, detached private garages accessory to one- and two-family dwellings and townhouses not more than three stories above *grade plane* in height, building envelope tightness and insulation installation shall be considered acceptable where the items in Table R402.4.1.1, applicable to the method of construction, are field verified. Where required by the code official, an *approved* third party independent from the installer shall inspect both air barrier and insulation installation criteria. Heated, attached private garage space and heated, detached private garage space shall be thermally isolated from all other habitable, *conditioned spaces* in accordance with Sections R402.2.12 and R402.3.5, as applicable.

During testing:

1. Exterior windows and doors, fireplace and stove doors shall be closed, but not sealed, beyond the intended weatherstripping or other infiltration control measures.
2. Dampers including exhaust, intake, makeup air, backdraft and flue dampers shall be closed, but not sealed beyond intended infiltration control measures.
3. Interior doors, where installed at the time of the test, shall be open.
4. Exterior or interior terminations for continuous ventilation systems shall be sealed.
5. Heating and cooling systems, where installed at the time of the test, shall be turned off.
6. Supply and return registers, where installed at the time of the test, shall be fully open.

Exception: When testing individual *dwelling units*, an air leakage rate not exceeding 0.30 cubic feet per minute per square foot [0.008 $m^3/(s \times m^2)$] of the dwelling unit enclosure area, tested in accordance with ANSI/RESNET/ICC 380, ASTM E779 or ASTM E1827 and reported at a pressure of

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0.2 inch w.g. (50 Pa), shall be permitted in all climate zones for:

1. Attached single and multiple-family building *dwelling units*.
2. Buildings or *dwelling units* that are 1,500 square feet (139.4 m^2) or smaller.

Mechanical ventilation shall be provided in accordance with Section M1505 of the *International Residential Code* or Section 403.3.2 of the *International Mechanical Code*, as applicable, or with other *approved* means of ventilation.

R402.4.1.3 Leakage rate. When complying with Section R401.2.1, the building or dwelling unit shall have an air leakage rate not exceeding 5.0 air changes per hour in Climate Zones 0, 1 and 2, and 3.0 air changes per hour in Climate Zones 3 through 8, when tested in accordance with Section R402.4.1.2.

R402.4.2 Fireplaces. New wood-burning fireplaces shall have tight-fitting flue dampers or doors, and outdoor combustion air. Where using tight-fitting doors on factory-built fireplaces *listed* and *labeled* in accordance with UL 127, the doors shall be tested and *listed* for the fireplace.

R402.4.3 Fenestration air leakage. Windows, *skylights* and sliding glass doors shall have an air infiltration rate of not greater than 0.3 cfm per square foot (1.5 L/s/m^2), and for swinging doors, not greater than 0.5 cfm per square foot (2.6 L/s/m^2), when tested in accordance with NFRC 400 or AAMA/WDMA/CSA 101/I.S.2/A440 by an accredited, independent laboratory and *listed* and *labeled* by the manufacturer.

Exception: Site-built windows, *skylights* and doors.

R402.4.4 Rooms containing fuel-burning appliances. In Climate Zones 3 through 8, where open combustion air ducts provide combustion air to open combustion fuel-burning appliances, the appliances and combustion air opening shall be located outside the *building thermal envelope* or enclosed in a room that is isolated from inside the thermal envelope. Such rooms shall be sealed and insulated in accordance with the envelope requirements of Table R402.1.3, where the walls, floors and ceilings shall meet a minimum of the *basement wall R*-value requirement. The door into the room shall be fully gasketed and any water lines and ducts in the room insulated in accordance with Section R403. The combustion air duct shall be insulated where it passes through *conditioned space* to an *R*-value of not less than R-8.

Exceptions:

1. Direct vent appliances with both intake and exhaust pipes installed continuous to the outside.
2. Fireplaces and stoves complying with Section R402.4.2 and Section R1006 of the *International Residential Code*.

R402.4.5 Recessed lighting. Recessed luminaires installed in the *building thermal envelope* shall be sealed to limit air leakage between conditioned and *unconditioned spaces*. Recessed luminaires shall be IC-rated and *labeled* as having an air leakage rate of not greater than 2.0 cfm (0.944 L/s) when tested in accordance with ASTM E283 at a pressure differential of 1.57 psf (75 Pa). Recessed luminaires shall be sealed with a gasket or caulked between the housing and the interior wall or ceiling covering.

R402.4.6 Electrical and communication outlet boxes (air-sealed boxes). Electrical and communication outlet boxes installed in the building thermal envelope shall be sealed to limit air leakage between conditioned and unconditioned spaces. Electrical and communication outlet boxes shall be tested in accordance with NEMA OS 4, *Requirements for Air-Sealed Boxes for Electrical and Communication Applications*, and shall have an air leakage rate of not greater than 2.0 cubic feet per minute (0.944 L/s) at a pressure differential of 1.57 psf (75 Pa). Electrical and communication outlet boxes shall be marked "NEMA OS 4" or "OS 4" in accordance with NEMA OS 4. Electrical and communication outlet boxes shall be installed per the manufacturer's instructions and with any supplied components required to achieve compliance with NEMA OS 4.

R402.5 Maximum fenestration U-factor and SHGC. The area-weighted average maximum fenestration *U*-factor permitted using tradeoffs from Section R402.1.5 or R405 shall be 0.48 in Climate Zones 4 and 5 and 0.40 in Climate Zones 6 through 8 for vertical fenestration, and 0.75 in Climate Zones 4 through 8 for skylights. The area-weighted average maximum fenestration SHGC permitted using tradeoffs from Section R405 in *Climate Zones* 0 through 3 shall be 0.40.

Exception: The maximum *U*-factor and solar heat gain coefficient (SHGC) for fenestration shall not be required in storm shelters complying with ICC 500.

SECTION R403
SYSTEMS

R403.1 Controls. Not less than one thermostat shall be provided for each separate heating and cooling system.

R403.1.1 Programmable thermostat. The thermostat controlling the primary heating or cooling system of the *dwelling unit* shall be capable of controlling the heating and cooling system on a daily schedule to maintain different temperature set points at different times of day and different days of the week. This thermostat shall include the capability to set back or temporarily operate the system to maintain *zone* temperatures of not less than 55°F (13°C) to not greater than 85°F (29°C). The thermostat shall be programmed initially by the manufacturer with a heating temperature setpoint of not greater than 70°F (21°C) and a cooling temperature setpoint of not less than 78°F (26°C).

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R403.1.2 Heat pump supplementary heat. Heat pumps having supplementary electric-resistance heat shall have controls that, except during defrost, prevent supplemental heat operation when the heat pump compressor can meet the heating load.

R403.2 Hot water boiler temperature reset. The manufacturer shall equip each gas, oil and electric boiler (other than a boiler equipped with a tankless domestic water heating coil) with automatic means of adjusting the water temperature supplied by the boiler to ensure incremental change of the inferred heat load will cause an incremental change in the temperature of the water supplied by the boiler. This can be accomplished with outdoor reset, indoor reset or water temperature sensing.

R403.3 Ducts. Ducts and air handlers shall be installed in accordance with Sections R403.3.1 through R403.3.7.

R403.3.1 Ducts located outside conditioned space. Supply and return ducts located outside *conditioned space* shall be insulated to an *R*-value of not less than R-8 for ducts 3 inches (76 mm) in diameter and larger and not less than R-6 for ducts smaller than 3 inches (76 mm) in diameter. Ducts buried beneath a building shall be insulated as required per this section or have an equivalent *thermal distribution efficiency*. Underground ducts utilizing the *thermal distribution efficiency* method shall be listed and *labeled* to indicate the *R*-value equivalency.

R403.3.2 Ducts located in conditioned space. For ductwork to be considered inside a *conditioned space,* it shall comply with one of the following:

1. The duct system shall be located completely within the *continuous air barrier* and within the building thermal envelope.
2. Ductwork in ventilated attic spaces shall be buried within ceiling insulation in accordance with Section R403.3.3 and all of the following conditions shall exist:
   2.1. The air handler is located completely within the *continuous air barrier* and within the *building thermal envelope*.
   2.2. The duct leakage, as measured either by a rough-in test of the ducts or a post-construction total system leakage test to outside the *building thermal envelope* in accordance with Section R403.3.6, is less than or equal to 1.5 cubic feet per minute (42.5 L/min) per 100 square feet (9.29 m^2) of *conditioned floor area* served by the duct system.
   2.3. The ceiling insulation *R*-value installed against and above the insulated duct is greater than or equal to the proposed ceiling insulation *R*-value, less the *R*-value of the insulation on the duct.
3. Ductwork in floor cavities located over unconditioned space shall comply with all of the following:
   3.1. A *continuous air barrier* installed between unconditioned space and the duct.
   3.2. Insulation installed in accordance with Section R402.2.7.
   3.3. A minimum R-19 insulation installed in the cavity width separating the duct from unconditioned space.
4. Ductwork located within *exterior walls* of the *building thermal envelope* shall comply with the following:
   4.1. A *continuous air barrier* installed between unconditioned space and the duct.
   4.2. Minimum R-10 insulation installed in the cavity width separating the duct from the outside sheathing.
   4.3. The remainder of the cavity insulation shall be fully insulated to the drywall side.

R403.3.3 Ducts buried within ceiling insulation. Where supply and return air ducts are partially or completely buried in ceiling insulation, such ducts shall comply with all of the following:

1. The supply and return ducts shall have an insulation *R*-value not less than R-8.
2. At all points along each duct, the sum of the ceiling insulation *R*-value against and above the top of the duct, and against and below the bottom of the duct, shall be not less than R-19, excluding the *R*-value of the duct insulation.
3. In Climate Zones 0A, 1A, 2A and 3A, the supply ducts shall be completely buried within ceiling insulation, insulated to an *R*-value of not less than R-13 and in compliance with the vapor retarder requirements of Section 604.11 of the *International Mechanical Code* or Section M1601.4.6 of the *International Residential Code*, as applicable.

   Exception: Sections of the supply duct that are less than 3 feet (914 mm) from the supply outlet shall not be required to comply with these requirements.

R403.3.3.1 Effective *R*-value of deeply buried ducts. Where using the Total Building Performance Compliance Option in accordance with Section R401.2.2, sections of ducts that are installed in accordance with Section R403.3.3, located directly on or within 5.5 inches (140 mm) of the ceiling, surrounded with blown-in attic insulation having an *R*-value of R-30 or greater and located such that the top of the duct is not less than 3.5 inches (89 mm) below the top of the insulation, shall be considered as having an effective duct insulation *R*-value of R-25.

R403.3.4 Sealing. Ducts, air handlers and filter boxes shall be sealed. Joints and seams shall comply with either the *International Mechanical Code* or *International Residential Code*, as applicable.

R403.3.4.1 Sealed air handler. Air handlers shall have a manufacturer's designation for an air leakage of

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not greater than 2 percent of the design airflow rate when tested in accordance with ASHRAE 193.

R403.3.5 Duct testing. Ducts shall be pressure tested in accordance with ANSI/RESNET/ICC 380 or ASTM E1554 to determine air leakage by one of the following methods:

1. Rough-in test: Total leakage shall be measured with a pressure differential of 0.1 inch w.g. (25 Pa) across the system, including the manufacturer's air handler enclosure if installed at the time of the test. Registers shall be taped or otherwise sealed during the test.
2. Postconstruction test: Total leakage shall be measured with a pressure differential of 0.1 inch w.g. (25 Pa) across the entire system, including the manufacturer's air handler enclosure. Registers shall be taped or otherwise sealed during the test.

A written report of the results of the test shall be signed by the party conducting the test and provided to the *code official*.

Exception: A duct air-leakage test shall not be required for ducts serving ventilation systems that are not integrated with ducts serving heating or cooling systems.

R403.3.6 Duct leakage. The total leakage of the ducts, where measured in accordance with Section R403.3.5, shall be as follows:

1. Rough-in test: The total leakage shall be less than or equal to 4.0 cubic feet per minute (113.3 L/min) per 100 square feet (9.29 m^2) of *conditioned floor area* where the air handler is installed at the time of the test. Where the air handler is not installed at the time of the test, the total leakage shall be less than or equal to 3.0 cubic feet per minute (85 L/min) per 100 square feet (9.29 m^2) of *conditioned floor area*.
2. Postconstruction test: Total leakage shall be less than or equal to 4.0 cubic feet per minute (113.3 L/min) per 100 square feet (9.29 m^2) of *conditioned floor area*.
3. Test for ducts within thermal envelope: Where all ducts and air handlers are located entirely within the *building thermal envelope*, total leakage shall be less than or equal to 8.0 cubic feet per minute (226.6 L/min) per 100 square feet (9.29 m^2) of *conditioned floor area*.

R403.3.7 Building cavities. *Building* framing cavities shall not be used as ducts or plenums.

R403.4 Mechanical system piping insulation. Mechanical system piping capable of carrying fluids greater than 105°F (41°C) or less than 55°F (13°C) shall be insulated to an *R*-value of not less than R-3.

R403.4.1 Protection of piping insulation. Piping insulation exposed to weather shall be protected from damage, including that caused by sunlight, moisture, equipment maintenance and wind. The protection shall provide shielding from solar radiation that can cause degradation of the material. Adhesive tape shall be prohibited.

R403.5 Service hot water systems. Energy conservation measures for service hot water systems shall be in accordance with Sections R403.5.1 through R403.5.3.

R403.5.1 Heated water circulation and temperature maintenance systems. Heated water circulation systems shall be in accordance with Section R403.5.1.1. Heat trace temperature maintenance systems shall be in accordance with Section R403.5.1.2. Automatic controls, temperature sensors and pumps shall be in a location with access. Manual controls shall be in a location with *ready access*.

R403.5.1.1 Circulation systems. Heated water circulation systems shall be provided with a circulation pump. The system return pipe shall be a dedicated return pipe or a cold water supply pipe. Gravity and thermosyphon circulation systems shall be prohibited. Controls for circulating hot water system pumps shall automatically turn off the pump when the water in the circulation loop is at the desired temperature and when there is no demand for hot water. The controls shall limit the temperature of the water entering the cold water piping to not greater than 104ºF (40ºC).

R403.5.1.1.1 Demand recirculation water systems. Where installed, *demand recirculation water systems* shall have controls that start the pump upon receiving a signal from the action of a user of a fixture or appliance, sensing the presence of a user of a fixture or sensing the flow of hot or tempered water to a fixture fitting or appliance.

R403.5.1.2 Heat trace systems. Electric heat trace systems shall comply with IEEE 515.1 or UL 515. Controls for such systems shall automatically adjust the energy input to the heat tracing to maintain the desired water temperature in the piping in accordance with the times when heated water is used in the occupancy.

R403.5.2 Hot water pipe insulation. Insulation for service hot water piping with a thermal resistance, *R*-value, of not less than R-3 shall be applied to the following:

1. Piping $^3/_4$ inch (19.1 mm) and larger in nominal diameter located inside the *conditioned space*.
2. Piping serving more than one dwelling unit.
3. Piping located outside the *conditioned space*.
4. Piping from the water heater to a distribution manifold.
5. Piping located under a floor slab.
6. Buried piping.
7. Supply and return piping in circulation and recirculation systems other than cold water pipe return demand recirculation systems.

R403.5.3 Drain water heat recovery units. Where installed, drain water heat recovery units shall comply

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with CSA B55.2. Drain water heat recovery units shall be tested in accordance with CSA B55.1. Potable water-side pressure loss of drain water heat recovery units shall be less than 3 psi (20.7 kPa) for individual units connected to one or two showers. Potable water-side pressure loss of drain water heat recovery units shall be less than 2 psi (13.8 kPa) for individual units connected to three or more showers.

R403.6 Mechanical ventilation. The *buildings* complying with Section R402.4.1 shall be provided with ventilation that complies with the requirements of Section M1505 of the *International Residential Code* or *International Mechanical Code*, as applicable, or with other *approved* means of *ventilation*. Outdoor air intakes and exhausts shall have automatic or gravity dampers that close when the *ventilation* system is not operating.

R403.6.1 Heat or energy recovery ventilation. *Dwelling units* shall be provided with a heat recovery or energy recovery ventilation system in Climate Zones 7 and 8. The system shall be balanced with a minimum sensible heat recovery efficiency of 65 percent at 32°F (0°C) at a flow greater than or equal to the design airflow.

R403.6.2 Whole-dwelling mechanical ventilation system fan efficacy. Fans used to provide whole-dwelling mechanical ventilation shall meet the efficacy requirements of Table R403.6.2 at one or more rating points. Fans shall be tested in accordance with HVI 916 and listed. The airflow shall be reported in the product listing or on the label. Fan efficacy shall be reported in the product listing or shall be derived from the input power and airflow values reported in the product listing or on the label. Fan efficacy for fully ducted HRV, ERC, balanced, and in-line fans shall be determined at a static pressure of not less than 0.2 inch w.c. (49.85 Pa). Fan efficacy for ducted range hoods, bathroom and utility room fans shall be determined at a static pressure of not less than 0.1 inch w.c. (24.91 Pa).

TABLE R403.6.2
WHOLE-DWELLING MECHANICAL VENTILATION SYSTEM FAN EFFICACY[a]

FAN LOCATION	AIRFLOW RATE MINIMUM (CFM)	MINIMUM EFFICACY (CFM/WATT)
HRV, ERV	Any	1.2 cfm/watt
In-line supply or exhaust fan	Any	3.8 cfm/watt
Other exhaust fan	< 90	2.8 cfm/watt
Other exhaust fan	≥ 90	3.5 cfm/watt
Air-handler that is integrated to tested and *listed* HVAC equipment	Any	1.2 cfm/watt

For SI: 1 cubic foot per minute = 28.3 L/min.

a. Design outdoor airflow rate/watts of fan used.

R403.6.3 Testing. Mechanical ventilation systems shall be tested and verified to provide the minimum ventilation flow rates required by Section R403.6. Testing shall be performed according to the ventilation *equipment* manufacturer's instructions, or by using a flow hood or box, flow grid, or other airflow measuring device at the mechanical ventilation fan's inlet terminals or grilles, outlet terminals or grilles, or in the connected ventilation ducts. Where required by the code official, testing shall be conducted by an *approved* third party. A written report of the results of the test shall be signed by the party conducting the test and provided to the code official.

Exception: Kitchen range hoods that are ducted to the outside with 6-inch (152 mm) or larger duct and not more than one 90-degree (1.57 rad) elbow or equivalent in the duct run.

R403.7 Equipment sizing and efficiency rating. Heating and cooling *equipment* shall be sized in accordance with ACCA Manual S based on *building* loads calculated in accordance with ACCA Manual J or other *approved* heating and cooling calculation methodologies. New or replacement heating and cooling *equipment* shall have an efficiency rating equal to or greater than the minimum required by federal law for the geographic location where the *equipment* is installed.

R403.8 Systems serving multiple dwelling units. Systems serving multiple *dwelling units* shall comply with Sections C403 and C404 of the *International Energy Conservation Code*—Commercial Provisions instead of Section R403.

R403.9 Snow melt and ice system controls. Snow- and ice-melting systems, supplied through energy service to the building, shall include automatic controls capable of shutting off the system when the pavement temperature is greater than 50°F (10°C) and precipitation is not falling, and an automatic or manual control that will allow shutoff when the outdoor temperature is greater than 40°F (4.8°C).

R403.10 Energy consumption of pools and spas. The energy consumption of pools and permanent spas shall be controlled by the requirements in Sections R403.10.1 through R403.10.3.

R403.10.1 Heaters. The electric power to heaters shall be controlled by an on-off switch that is an integral part of the heater mounted on the exterior of the heater in a location with *ready access*, or external to and within 3 feet (914 mm) of the heater. Operation of such switch shall not change the setting of the heater thermostat. Such switches shall be in addition to a circuit breaker for the power to the heater. Gas-fired heaters shall not be equipped with continuously burning ignition pilots.

R403.10.2 Time switches. Time switches or other control methods that can automatically turn heaters and pump motors off and on according to a preset schedule shall be installed for heaters and pump motors. Heaters and pump motors that have built-in time switches shall be in compliance with this section.

Exceptions:

1. Where public health standards require 24-hour pump operation.
2. Pumps that operate solar- and waste-heat-recovery pool heating systems.

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R403.10.3 Covers. Outdoor heated pools and outdoor permanent spas shall be provided with a vapor-retardant cover or other *approved* vapor-retardant means.

Exception: Where more than 75 percent of the energy for heating, computed over an operation season of not fewer than 3 calendar months, is from a heat pump or an on-site renewable energy system, covers or other vapor-retardant means shall not be required.

R403.11 Portable spas. The energy consumption of electric-powered portable spas shall be controlled by the requirements of APSP 14.

R403.12 Residential pools and permanent residential spas. Where installed, the energy consumption of residential swimming pools and permanent residential spas shall be controlled in accordance with the requirements of APSP 15.

SECTION R404
ELECTRICAL POWER AND LIGHTING SYSTEMS

R404.1 Lighting equipment. All permanently installed lighting fixtures, excluding kitchen appliance lighting fixtures, shall contain only high-efficacy lighting sources.

R404.1.1 Exterior lighting. Connected exterior lighting for residential buildings shall comply with Section C405.5.

Exceptions:

1. Detached one- and two- family dwellings.
2. Townhouses.
3. Solar-powered lamps not connected to any electrical service.
4. Luminaires controlled by a motion sensor.
5. Lamps and luminaires that comply with Section R404.1.

R404.1.2 Fuel gas lighting equipment. Fuel gas lighting systems shall not have continuously burning pilot lights.

R404.2 Interior lighting controls. Permanently installed lighting fixtures shall be controlled with either a dimmer, an occupant sensor control or other control that is installed or built into the fixture.

Exception: Lighting controls shall not be required for the following:

1. Bathrooms.
2. Hallways.
3. Exterior lighting fixtures.
4. Lighting designed for safety or security.

R404.3 Exterior lighting controls. Where the total permanently installed exterior lighting power is greater than 30 watts, the permanently installed exterior lighting shall comply with the following:

1. Lighting shall be controlled by a manual on and off switch which permits automatic shut-off actions.

   Exception: Lighting serving multiple *dwelling units*.

2. Lighting shall be automatically shut off when daylight is present and satisfies the lighting needs.
3. Controls that override automatic shut-off actions shall not be allowed unless the override automatically returns automatic control to its normal operation within 24 hours.

SECTION R405
TOTAL BUILDING PERFORMANCE

R405.1 Scope. This section establishes criteria for compliance using total building performance analysis. Such analysis shall include heating, cooling, mechanical ventilation and service water-heating energy only.

R405.2 Performance-based compliance. Compliance based on total building performance requires that a *proposed design* meets all of the following:

1. The requirements of the sections indicated within Table R405.2.
2. The building thermal envelope shall be greater than or equal to levels of efficiency and solar heat gain coefficients in Table R402.1.1 or R402.1.3 of the 2009 *International Energy Conservation Code*.
3. An annual energy cost that is less than or equal to the annual energy cost of the *standard reference design*. Energy prices shall be taken from a source *approved* by the *code official*, such as the Department of Energy, Energy Information Administration's State Energy Data System Prices and Expenditures reports. Code officials shall be permitted to require time-of-use pricing in energy cost calculations.

Exception: The energy use based on source energy expressed in Btu or Btu per square foot of conditioned floor area shall be permitted to be substituted for the energy cost. The source energy multiplier for electricity shall be 3.16. The source energy multiplier for fuels other than electricity shall be 1.1.

R405.3 Documentation. Documentation of the software used for the performance design and the parameters for the *building* shall be in accordance with Sections R405.3.1 through R405.3.2.2.

R405.3.1 Compliance software tools. Documentation verifying that the methods and accuracy of the compliance software tools conform to the provisions of this section shall be provided to the *code official.*

R405.3.2 Compliance report. Compliance software tools shall generate a report that documents that the *proposed design* complies with Section R405.3. A compliance report on the *proposed design* shall be submitted with the application for the building permit. Upon completion of the building, a confirmed compliance report based on the confirmed condition of the building shall be submitted to the *code official* before a certificate of occupancy is issued.

Compliance reports shall include information in accordance with Sections R405.3.2.1 and R405.3.2.2.

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TABLE R405.2
REQUIREMENTS FOR TOTAL BUILDING PERFORMANCE

SECTION[a]	TITLE
General	
R401.2.5	Additional energy efficiency
R401.3	Certificate
Building Thermal Envelope	
R402.1.1	Vapor retarder
R402.2.3	Eave baffle
R402.2.4.1	Access hatches and doors
R402.2.10.1	Crawl space wall insulation installations
R402.4.1.1	Installation
R402.4.1.2	Testing
R402.5	Maximum fenestration *U*-factor and SHGC
Mechanical	
R403.1	Controls
R403.3, including R403.3.1, except Sections R403.3.2, R403.3.3 and R403.3.6	Ducts
R403.4	Mechanical system piping insulation
R403.5.1	Heated water circulation and temperature maintenance systems
R403.5.3	Drain water heat recovery units
R403.6	Mechanical ventilation
R403.7	Equipment sizing and efficiency rating
R403.8	Systems serving multiple dwelling units
R403.9	Snow melt and ice systems
R403.10	Energy consumption of pools and spas
R403.11	Portable spas
R403.12	Residential pools and permanent residential spas
Electrical Power and Lighting Systems	
R404.1	Lighting equipment
R404.2	Interior lighting controls

a. Reference to a code section includes all the relative subsections except as indicated in the table.

R405.3.2.1 Compliance report for permit application. A compliance report submitted with the application for building permit shall include the following:

1. Building street address, or other *building site* identification.
2. The name of the individual performing the analysis and generating the compliance report.
3. The name and version of the compliance software tool.
4. Documentation of all inputs entered into the software used to produce the results for the reference design and/or the rated home.
5. A certificate indicating that the proposed design complies with Section R405.3. The certificate shall document the building components' energy specifications that are included in the calculation including: component-level insulation *R*-values or *U*-factors; duct system and building envelope air leakage testing assumptions; and the type and rated efficiencies of proposed heating, cooling, mechanical ventilation and service water-heating equipment to be installed. If on-site renewable energy systems will be installed, the certificate shall report the type and production size of the proposed system.
6. Where a site-specific report is not generated, the proposed design shall be based on the worst-case orientation and configuration of the rated home.

R405.3.2.2 Compliance report for certificate of occupancy. A compliance report submitted for obtaining the certificate of occupancy shall include the following:

1. Building street address, or other building site identification.
2. Declaration of the total building performance path on the title page of the energy report and the title page of the building plans.
3. A statement, bearing the name of the individual performing the analysis and generating the report, indicating that the as-built building complies with Section R405.3.
4. The name and version of the compliance software tool.
5. A site-specific energy analysis report that is in compliance with Section R405.3.
6. A final confirmed certificate indicating compliance based on inspection, and a statement indicating that the confirmed rated design of the built home complies with Section R405.3. The certificate shall report the energy features that were confirmed to be in the home, including component-level insulation *R*-values or *U*-factors; results from any required duct system and building envelope air leakage testing; and the type and rated efficiencies of the heating, cooling, mechanical ventilation and service water-heating equipment installed.
7. When on-site renewable energy systems have been installed, the certificate shall report the type and production size of the installed system.

R405.4 Calculation procedure. Calculations of the performance design shall be in accordance with Sections R405.4.1 and R405.4.2.

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R405.4.1 General. Except as specified by this section, the *standard reference design* and *proposed design* shall be configured and analyzed using identical methods and techniques.

R405.4.2 Residence specifications. The *standard reference design* and *proposed design* shall be configured and analyzed as specified by Table R405.4.2(1). Table R405.4.2(1) shall include, by reference, all notes contained in Table R402.1.3.

TABLE R405.4.2(1)
SPECIFICATIONS FOR THE STANDARD REFERENCE AND PROPOSED DESIGNS

BUILDING COMPONENT	STANDARD REFERENCE DESIGN	PROPOSED DESIGN
Above-grade walls	Type: mass where the proposed wall is a mass wall; otherwise wood frame.	As proposed
	Gross area: same as proposed.	As proposed
	U-factor: as specified in Table R402.1.2.	As proposed
	Solar absorptance = 0.75.	As proposed
	Emittance = 0.90.	As proposed
Basement and crawl space walls	Type: same as proposed.	As proposed
	Gross area: same as proposed.	As proposed
	U-factor: as specified in Table R402.1.2, with the insulation layer on the interior side of the walls.	As proposed
Above-grade floors	Type: wood frame.	As proposed
	Gross area: same as proposed.	As proposed
	U-factor: as specified in Table R402.1.2.	As proposed
Ceilings	Type: wood frame.	As proposed
	Gross area: same as proposed.	As proposed
	U-factor: as specified in Table R402.1.2.	As proposed
Roofs	Type: composition shingle on wood sheathing.	As proposed
	Gross area: same as proposed.	As proposed
	Solar absorptance = 0.75.	As proposed
	Emittance = 0.90.	As proposed
Attics	Type: vented with an aperture of 1 ft^2 per 300 ft^2 of ceiling area.	As proposed
Foundations	Type: same as proposed.	As proposed
	Foundation wall area above and below grade and soil characteristics: same as proposed.	As proposed
Opaque doors	Area: 40 ft^2.	As proposed
	Orientation: North.	As proposed
	U-factor: same as fenestration as specified in Table R402.1.2.	As proposed
Vertical fenestration other than opaque doors	Total area[h] = (a) The proposed glazing area, where the proposed glazing area is less than 15 percent of the conditioned floor area. (b) 15 percent of the conditioned floor area, where the proposed glazing area is 15 percent or more of the conditioned floor area.	As proposed
	Orientation: equally distributed to four cardinal compass orientations (N, E, S & W).	As proposed
	U-factor: as specified in Table R402.1.2.	As proposed
	SHGC: as specified in Table R402.1.2 except for climate zones without an SHGC requirement, the SHGC shall be equal to 0.40.	As proposed
	Interior shade fraction: 0.92 – (0.21 × SHGC for the standard reference design).	Interior shade fraction: 0.92 – (0.21 × SHGC as proposed)
	External shading: none	As proposed

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TABLE R405.4.2(1)—continued
SPECIFICATIONS FOR THE STANDARD REFERENCE AND PROPOSED DESIGNS

BUILDING COMPONENT	STANDARD REFERENCE DESIGN	PROPOSED DESIGN
Skylights	None	As proposed
Thermally isolated sunrooms	None	As proposed
Air exchange rate	The air leakage rate at a pressure of 0.2 inch w.g. (50 Pa) shall be Climate Zones 0 through 2: 5.0 air changes per hour. Climate Zones 3 through 8: 3.0 air changes per hour.	The measured air exchange rate.[a]
	The mechanical ventilation rate shall be in addition to the air leakage rate and shall be the same as in the proposed design, but not greater than $0.01 \times CFA + 7.5 \times (N_{br} + 1)$ where: CFA = conditioned floor area, ft^2. N_{br} = number of bedrooms. The mechanical ventilation system type shall be the same as in the proposed design. Energy recovery shall not be assumed for mechanical ventilation.	The mechanical ventilation rate[b] shall be in addition to the air leakage rate and shall be as proposed.
Mechanical ventilation	Where mechanical ventilation is not specified in the proposed design: None Where mechanical ventilation is specified in the proposed design, the annual vent fan energy use, in units of kWh/yr, shall equal $(1/e_f) \times [0.0876 \times CFA + 65.7 \times (N_{br} + 1)]$ where: e_f = the minimum fan efficacy, as specified in Table 403.6.2, corresponding to the system type at a flow rate of $0.01 \times CFA + 7.5 \times (N_{br} + 1)$ CFA = conditioned floor area, ft^2. N_{br} = number of bedrooms.	As proposed
Internal gains	IGain, in units of Btu/day per dwelling unit, shall equal $17{,}900 + 23.8 \times CFA + 4{,}104 \times N_{br}$ where: CFA = conditioned floor area, ft^2. N_{br} = number of bedrooms.	Same as standard reference design.
Internal mass	Internal mass for furniture and contents: 8 pounds per square foot of floor area.	Same as standard reference design, plus any additional mass specifically designed as a thermal storage element[c] but not integral to the building envelope or structure.
Structural mass	For masonry floor slabs: 80 percent of floor area covered by R-2 carpet and pad, and 20 percent of floor directly exposed to room air.	As proposed
	For masonry basement walls: as proposed, but with insulation as specified in Table R402.1.3, located on the interior side of the walls.	As proposed
	For other walls, ceilings, floors, and interior walls: wood frame construction.	As proposed
Heating systems[d, e]	For other than electric heating without a heat pump: as proposed. Where the proposed design utilizes electric heating without a heat pump, the standard reference design shall be an air source heat pump meeting the requirements of Section C403 of the IECC—Commercial Provisions. Capacity: sized in accordance with Section R403.7.	As proposed
Cooling systems[d, f]	As proposed. Capacity: sized in accordance with Section R403.7.	As proposed

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TABLE R405.4.2(1)—continued
SPECIFICATIONS FOR THE STANDARD REFERENCE AND PROPOSED DESIGNS

BUILDING COMPONENT	STANDARD REFERENCE DESIGN	PROPOSED DESIGN
Service water heating[d, g]	As proposed. Use, in units of gal/day = 25.5 + (8.5 × N_{br}) where: N_{br} = number of bedrooms.	As proposed Use, in units of gal/day = 25.5 + (8.5 × N_{br}) × (1 – *HWDS*) where: N_{br} = number of bedrooms. *HWDS* = factor for the compactness of the hot water distribution system.

Compactness ratio[i] factor		HWDS
1 story	2 or more stories	
> 60%	> 30%	0
> 30% to ≤ 60%	> 15% to ≤ 30%	0.05
> 15% to ≤ 30%	> 7.5% to ≤ 15%	0.10
< 15%	< 7.5%	0.15

Thermal distribution systems	Duct insulation: in accordance with Section R403.3.1. A thermal distribution system efficiency (DSE) of 0.88 shall be applied to both the heating and cooling system efficiencies for all systems other than tested duct systems. Duct location: same as proposed design. **Exception:** For nonducted heating and cooling systems that do not have a fan, the standard reference design thermal distribution system efficiency (DSE) shall be 1. For tested duct systems, the leakage rate shall be 4 cfm (113.3 L/min) per 100 ft^2 (9.29 m^2) of conditioned floor area at a pressure of differential of 0.1 inch w.g. (25 Pa).	Duct location: as proposed. Duct insulation: as proposed. As tested or, where not tested, as specified in Table R405.4.2(2).
Thermostat	Type: Manual, cooling temperature setpoint = 75°F; Heating temperature setpoint = 72°F.	Same as standard reference design.
Dehumidistat	Where a mechanical ventilation system with latent heat recovery is not specified in the proposed design: None. Where the proposed design utilizes a mechanical ventilation system with latent heat recovery: Dehumidistat type: manual, setpoint = 60% relative humidity. Dehumidifier: whole-dwelling with integrated energy factor = 1.77 liters/kWh.	Same as standard reference design.

For SI: 1 square foot = 0.93 m^2, 1 British thermal unit = 1055 J, 1 pound per square foot = 4.88 kg/m^2, 1 gallon (US) = 3.785 L, °C = (°F-32)/1.8, 1 degree = 0.79 rad.

a. Where required by the code official, testing shall be conducted by an approved party. Hourly calculations as specified in the ASHRAE *Handbook of Fundamentals,* or the equivalent, shall be used to determine the energy loads resulting from infiltration.

b. The combined air exchange rate for infiltration and mechanical ventilation shall be determined in accordance with Equation 43 of 2001 ASHRAE *Handbook of Fundamentals,* page 26.24 and the "Whole-house Ventilation" provisions of 2001 ASHRAE *Handbook of Fundamentals,* page 26.19 for intermittent mechanical ventilation.

c. Thermal storage element shall mean a component that is not part of the floors, walls or ceilings that is part of a passive solar system, and that provides thermal storage such as enclosed water columns, rock beds, or phase-change containers. A thermal storage element shall be in the same room as fenestration that faces within 15 degrees (0.26 rad) of true south, or shall be connected to such a room with pipes or ducts that allow the element to be actively charged.

d. For a proposed design with multiple heating, cooling or water heating systems using different fuel types, the applicable standard reference design system capacities and fuel types shall be weighted in accordance with their respective loads as calculated by accepted engineering practice for each equipment and fuel type present.

e. For a proposed design without a proposed heating system, a heating system having the prevailing federal minimum efficiency shall be assumed for both the standard reference design and proposed design.

f. For a proposed design home without a proposed cooling system, an electric air conditioner having the prevailing federal minimum efficiency shall be assumed for both the standard reference design and the proposed design.

g. For a proposed design with a nonstorage-type water heater, a 40-gallon storage-type water heater having the prevailing federal minimum energy factor for the same fuel as the predominant heating fuel type shall be assumed. For a proposed design without a proposed water heater, a 40-gallon storage-type water heater having the prevailing federal minimum efficiency for the same fuel as the predominant heating fuel type shall be assumed for both the proposed design and standard reference design.

(continued)

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TABLE R405.4.2(1)—continued
SPECIFICATIONS FOR THE STANDARD REFERENCE AND PROPOSED DESIGNS

h. For residences with conditioned basements, R-2 and R-4 residences, and for townhouses, the following formula shall be used to determine glazing area:

$AF = A_s \times FA \times F$

where:

AF = Total glazing area.

A_s = Standard reference design total glazing area.

FA = (Above-grade thermal boundary gross wall area)/(above-grade boundary wall area + 0.5 × below-grade boundary wall area).

F = (above-grade thermal boundary wall area)/(above-grade thermal boundary wall area + common wall area) or 0.56, whichever is greater.

and where:

Thermal boundary wall is any wall that separates conditioned space from unconditioned space or ambient conditions.

Above-grade thermal boundary wall is any thermal boundary wall component not in contact with soil.

Below-grade boundary wall is any thermal boundary wall in soil contact.

Common wall area is the area of walls shared with an adjoining dwelling unit.

i. The factor for the compactness of the hot water distribution system is the ratio of the area of the rectangle that bounds the source of hot water and the fixtures that it serves (the "hot water rectangle") divided by the floor area of the dwelling.
   1. Sources of hot water include water heaters, or in multiple-family buildings with central water heating systems, circulation loops or electric heat traced pipes.
   2. The hot water rectangle shall include the source of hot water and the points of termination of all hot water fixture supply piping.
   3. The hot water rectangle shall be shown on the floor plans and the area shall be computed to the nearest square foot.
   4. Where there is more than one water heater and each water heater serves different plumbing fixtures and appliances, it is permissible to establish a separate hot water rectangle for each hot water distribution system and add the area of these rectangles together to determine the compactness ratio.
   5. The basement or attic shall be counted as a story when it contains the water heater.
   6. Compliance shall be demonstrated by providing a drawing on the plans that shows the hot water distribution system rectangle(s), comparing the area of the rectangle(s) to the area of the dwelling and identifying the appropriate compactness ratio and *HWDS* factor.

TABLE R405.4.2(2)
DEFAULT DISTRIBUTION SYSTEM EFFICIENCIES FOR PROPOSED DESIGNS[a]

DISTRIBUTION SYSTEM CONFIGURATION AND CONDITION	FORCED AIR SYSTEMS	HYDRONIC SYSTEMS[b]
Distribution system components located in unconditioned space	—	0.95
Untested distribution systems entirely located in conditioned space[c]	0.88	1
"Ductless" systems[d]	1	—

a. Default values in this table are for untested distribution systems, which must still meet minimum requirements for duct system insulation.

b. Hydronic systems shall mean those systems that distribute heating and cooling energy directly to individual spaces using liquids pumped through closed-loop piping and that do not depend on ducted, forced airflow to maintain space temperatures.

c. Entire system in conditioned space shall mean that no component of the distribution system, including the air-handler unit, is located outside of the conditioned space.

d. Ductless systems shall be allowed to have forced airflow across a coil but shall not have any ducted airflow external to the manufacturer's air-handler enclosure.

R405.5 Calculation software tools. Calculation software, where used, shall be in accordance with Sections R405.5.1 through R405.5.3.

R405.5.1 Minimum capabilities. Calculation procedures used to comply with this section shall be software tools capable of calculating the annual energy consumption of all building elements that differ between the *standard reference design* and the *proposed design* and shall include the following capabilities:

1. Computer generation of the *standard reference design* using only the input for the *proposed design.* The calculation procedure shall not allow the user to directly modify the building component characteristics of the *standard reference design.*
2. Calculation of whole-building (as a single *zone*) sizing for the heating and cooling equipment in the *standard reference design* residence in accordance with Section R403.7.
3. Calculations that account for the effects of indoor and outdoor temperatures and part-load ratios on the performance of heating, ventilating and air-conditioning equipment based on climate and equipment sizing.
4. Printed *code official* inspection checklist listing each of the *proposed design* component characteristics from Table R405.4.2(1) determined by the analysis to provide compliance, along with their respective performance ratings such as *R*-value, *U*-factor, SHGC, HSPF, AFUE, SEER and EF.

R405.5.2 Specific approval. Performance analysis tools meeting the applicable provisions of Section R405 shall be permitted to be *approved.* Tools are permitted to be *approved* based on meeting a specified threshold for a jurisdiction. The *code official* shall be permitted to approve such tools for a specified application or limited scope.

R405.5.3 Input values. When calculations require input values not specified by Sections R402, R403, R404 and R405, those input values shall be taken from an *approved* source.

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SECTION R406
ENERGY RATING INDEX COMPLIANCE ALTERNATIVE

R406.1 Scope. This section establishes criteria for compliance using an Energy Rating Index (ERI) analysis.

R406.2 ERI compliance. Compliance based on the ERI requires that the rated design meets all of the following:

1. The requirements of the sections indicated within Table R406.2.
2. Maximum ERI of Table R406.5.

TABLE R406.2
REQUIREMENTS FOR ENERGY RATING INDEX

SECTION[a]	TITLE
General	
R401.2.5	Additional efficiency packages
R401.3	Certificate
Building Thermal Envelope	
R402.1.1	Vapor retarder
R402.2.3	Eave baffle
R402.2.4.1	Access hatches and doors
R402.2.10.1	Crawl space wall insulation installation
R402.4.1.1	Installation
R402.4.1.2	Testing
Mechanical	
R403.1	Controls
R403.3 except Sections R403.3.2, R403.3.3 and R403.3.6	Ducts
R403.4	Mechanical system piping insulation
R403.5.1	Heated water calculation and temperature maintenance systems
R403.5.3	Drain water heat recovery units
R403.6	Mechanical ventilation
R403.7	Equipment sizing and efficiency rating
R403.8	Systems serving multiple dwelling units
R403.9	Snow melt and ice systems
R403.10	Energy consumption of pools and spas
R403.11	Portable spas
R403.12	Residential pools and permanent residential spas
Electrical Power and Lighting Systems	
R404.1	Lighting equipment
R404.2	Interior lighting controls
R406.3	Building thermal envelope

a. Reference to a code section includes all of the relative subsections except as indicated in the table.

R406.3 Building thermal envelope. Building and portions thereof shall comply with Section R406.3.1 or R406.3.2.

R406.3.1 On-site renewables are not included. Where on-site renewable energy is not included for compliance using the ERI analysis of Section R406.4, the proposed total building thermal envelope UA, which is sum of *U*-factor times assembly area, shall be less than or equal to the building thermal envelope UA using the prescriptive *U*-factors from Table R402.1.2 multiplied by 1.15 in accordance with Equation 4-1. The area-weighted maximum fenestration SHGC permitted in Climate Zones 0 through 3 shall be 0.30.

$$UA_{\text{Proposed design}} = 1.15 \times UA_{\text{Prescriptive reference design}}$$

(Equation 4-1)

R406.3.2 On-site renewables are included. Where on-site renewable energy is included for compliance using the ERI analysis of Section R406.4, the *building thermal envelope* shall be greater than or equal to the levels of efficiency and SHGC in Table R402.1.2 or Table R402.1.4 of the 2018 *International Energy Conservation Code*.

R406.4 Energy Rating Index. The Energy Rating Index (ERI) shall be determined in accordance with RESNET/ICC 301 except for buildings covered by the *International Residential Code*, the ERI reference design ventilation rate shall be in accordance with Equation 4-2.

Ventilation rate, CFM = (0.01 × total square foot area of house) + [7.5 × (number of bedrooms + 1)]

(Equation 4-2)

Energy used to recharge or refuel a vehicle used for transportation on roads that are not on the building site shall not be included in the *ERI reference design* or the *rated design*. For compliance purposes, any reduction in energy use of the rated design associated with on-site renewable energy shall not exceed 5 percent of the total energy use.

R406.5 ERI-based compliance. Compliance based on an ERI analysis requires that the *rated proposed design* and confirmed built dwelling be shown to have an ERI less than or equal to the appropriate value indicated in Table R406.5 when compared to the *ERI reference design*.

TABLE R406.5
MAXIMUM ENERGY RATING INDEX

CLIMATE ZONE	ENERGY RATING INDEX
0-1	52
2	52
3	51
4	54
5	55
6	54
7	53
8	53

R406.6 Verification by approved agency. Verification of compliance with Section R406 as outlined in Sections R406.4 and R406.6 shall be completed by an *approved* third

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party. Verification of compliance with Section R406.2 shall be completed by the authority having jurisdiction or an *approved* third-party inspection agency in accordance with Section R105.4.

R406.7 Documentation. Documentation of the software used to determine the ERI and the parameters for the *residential building* shall be in accordance with Sections R406.7.1 through R406.7.4.

R406.7.1 Compliance software tools. Software tools used for determining ERI shall be *Approved* Software Rating Tools in accordance with RESNET/ICC 301.

R406.7.2 Compliance report. Compliance software tools shall generate a report that documents that the home and the ERI score of the *rated design* complies with Sections R406.2, R406.3 and R406.4. Compliance documentation shall be created for the proposed design and shall be submitted with the application for the building permit. Confirmed compliance documents of the built *dwelling unit* shall be created and submitted to the code official for review before a certificate of occupancy is issued. Compliance reports shall include information in accordance with Sections R406.7.2.1 and R406.7.2.2.

R406.7.2.1 Proposed compliance report for permit application. Compliance reports submitted with the application for a building permit shall include the following:

1. Building street address, or other *building site* identification.
2. Declare ERI on title page and building plans.
3. The name of the individual performing the analysis and generating the compliance report.
4. The name and version of the compliance software tool.
5. Documentation of all inputs entered into the software used to produce the results for the reference design and/or the rated home.
6. A certificate indicating that the proposed design has an ERI less than or equal to the appropriate score indicated in Table R406.5 when compared to the ERI reference design. The certificate shall document the building component energy specifications that are included in the calculation, including: component level insulation *R*-values or *U*-factors; assumed duct system and building envelope air leakage testing results; and the type and rated efficiencies of proposed heating, cooling, mechanical ventilation, and service water-heating equipment to be installed. If on-site renewable energy systems will be installed, the certificate shall report the type and production size of the proposed system.
7. When a site-specific report is not generated, the proposed design shall be based on the worst-case orientation and configuration of the rated home.

R406.7.2.2 Confirmed compliance report for a certificate of occupancy. A confirmed compliance report submitted for obtaining the certificate of occupancy shall be made site and address specific and include the following:

1. Building street address or other *building site* identification.
2. Declaration of ERI on title page and on building plans.
3. The name of the individual performing the analysis and generating the report.
4. The name and version of the compliance software tool.
5. Documentation of all inputs entered into the software used to produce the results for the reference design and/or the rated home.
6. A final confirmed certificate indicating that the confirmed rated design of the built home complies with Sections R406.2 and R406.4. The certificate shall report the energy features that were confirmed to be in the home, including: component-level insulation *R*-values or *U*-factors; results from any required duct system and building envelope air leakage testing; and the type and rated efficiencies of the heating, cooling, mechanical ventilation, and service water-heating equipment installed. Where on-site renewable energy systems have been installed on or in the home, the certificate shall report the type and production size of the installed system.

R406.7.3 Renewable energy certificate (REC) documentation. Where on-site renewable energy is included in the calculation of an ERI, one of the following forms of documentation shall be provided to the code official:

1. Substantiation that the RECs associated with the on-site renewable energy are owned by, or retired on behalf of, the homeowner.
2. A contract that conveys to the homeowner the RECs associated with the on-site renewable energy, or conveys to the homeowner an equivalent quantity of RECs associated with other renewable energy.

R406.7.4 Additional documentation. The *code official* shall be permitted to require the following documents:

1. Documentation of the building component characteristics of the *ERI reference design*.
2. A certification signed by the builder providing the building component characteristics of the *rated design.*
3. Documentation of the actual values used in the software calculations for the *rated design*.

R406.7.5 Specific approval. Performance analysis tools meeting the applicable subsections of Section R406 shall be *approved*. Documentation demonstrating the approval

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of performance analysis tools in accordance with Section R406.7.1 shall be provided.

R406.7.6 Input values. Where calculations require input values not specified by Sections R402, R403, R404 and R405, those input values shall be taken from RESNET/ICC 301.

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SECTION R407
TROPICAL CLIMATE REGION COMPLIANCE PATH

R407.1 Scope. This section establishes alternative criteria for residential buildings in the tropical region at elevations less than 2,400 feet (731.5 m) above sea level.

R407.2 Tropical climate region. Compliance with this section requires the following:

1. Not more than one-half of the *occupied* space is air conditioned.
2. The *occupied* space is not heated.
3. Solar, wind or other renewable energy source supplies not less than 80 percent of the energy for service water heating.
4. Glazing in *conditioned spaces* has a *solar heat gain coefficient* (SHGC) of less than or equal to 0.40, or has an overhang with a projection factor equal to or greater than 0.30.
5. Permanently installed lighting is in accordance with Section R404.
6. The exterior roof surface complies with one of the options in Table C402.3 of the *International Energy Conservation Code*–Commercial Provisions or the roof or ceiling has insulation with an *R*-value of R-15 or greater. Where attics are present, attics above the insulation are vented and attics below the insulation are unvented.
7. Roof surfaces have a slope of not less than $^1/_4$ unit vertical in 12 units horizontal (21-percent slope). The finished roof does not have water accumulation areas.
8. Operable fenestration provides a ventilation area of not less than 14 percent of the floor area in each room. Alternatively, equivalent ventilation is provided by a ventilation fan.
9. Bedrooms with *exterior walls* facing two different directions have operable fenestration on exterior walls facing two directions.
10. Interior doors to bedrooms are capable of being secured in the open position.
11. A ceiling fan or ceiling fan rough-in is provided for bedrooms and the largest space that is not used as a bedroom.

SECTION R408
ADDITIONAL EFFICIENCY PACKAGE OPTIONS

R408.1 Scope. This section establishes additional efficiency package options to achieve additional energy efficiency in accordance with Section R401.2.5.

R408.2 Additional efficiency package options. Additional efficiency package options for compliance with Section R401.2.1 are set forth in Sections R408.2.1 through R408.2.5.

R408.2.1 Enhanced envelope performance option. The total *building thermal envelope* UA, the sum of *U*-factor times assembly area, shall be less than or equal to 95 percent of the total UA resulting from multiplying the *U*-factors in Table R402.1.2 by the same assembly area as in the proposed building. The UA calculation shall be performed in accordance with Section R402.1.5. The area-weighted average SHGC of all glazed fenestration shall be less than or equal to 95 percent of the maximum glazed fenestration SHGC in Table R402.1.2.

R408.2.2 More efficient HVAC equipment performance option. Heating and cooling *equipment* shall meet one of the following efficiencies:

1. Greater than or equal to 95 AFUE natural gas furnace and 16 SEER air conditioner.
2. Greater than or equal to 10 HSPF/16 SEER air source heat pump.
3. Greater than or equal to 3.5 COP ground source heat pump.

For multiple cooling systems, all systems shall meet or exceed the minimum efficiency requirements in this section and shall be sized to serve 100 percent of the cooling design load. For multiple heating systems, all systems shall meet or exceed the minimum efficiency requirements in this section and shall be sized to serve 100 percent of the heating design load.

R408.2.3 Reduced energy use in service water-heating option. The hot water system shall meet one of the following efficiencies:

1. Greater than or equal to 0.82 EF fossil fuel service water-heating system.
2. Greater than or equal to 2.0 EF electric service water-heating system.
3. Greater than or equal to 0.4 solar fraction solar water-heating system.

R408.2.4 More efficient duct thermal distribution system option. The thermal distribution system shall meet one of the following efficiencies:

1. 100 percent of ducts and air handlers located entirely within the *building thermal envelope*.
2. 100 percent of ductless thermal distribution system or hydronic thermal distribution system located completely inside the *building thermal envelope*.

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3. 100 percent of duct thermal distribution system located in *conditioned space* as defined by Section R403.3.2.

R408.2.5 Improved air sealing and efficient ventilation system option. The measured air leakage rate shall be less than or equal to 3.0 ACH50, with either an Energy Recovery Ventilator (ERV) or Heat Recovery Ventilator (HRV) installed. Minimum HRV and ERV requirements, measured at the lowest tested net supply airflow, shall be greater than or equal to 75 percent Sensible Recovery Efficiency (SRE), less than or equal to 1.1 cubic feet per minute per watt (0.03 m^3/min/watt) and shall not use recirculation as a defrost strategy. In addition, the ERV shall be greater than or equal to 50 percent Latent Recovery/Moisture Transfer (LRMT).

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CHAPTER 5 [RE]
EXISTING BUILDINGS

User note:

About this chapter: *Many buildings are renovated or altered in numerous ways that could affect the energy use of the building as a whole. Chapter 5 requires the application of certain parts of Chapter 4 in order to maintain, if not improve, the conservation of energy by the renovated or altered building.*

SECTION R501
GENERAL

R501.1 Scope. The provisions of this chapter shall control the *alteration*, *repair*, *addition* and change of occupancy of existing *buildings* and structures.

R501.1.1 General. Except as specified in this chapter, this code shall not be used to require the removal, *alteration* or abandonment of, nor prevent the continued use and maintenance of, an existing *building* or *building* system lawfully in existence at the time of adoption of this code. Unaltered portions of the existing *building* or *building* supply system shall not be required to comply with this code.

R501.2 Compliance. *Additions*, *alterations*, *repairs* or changes of occupancy to, or relocation of, an existing *building*, *building* system or portion thereof shall comply with Section R502, R503, R504 or R505, respectively, in this code. Changes where unconditioned space is changed to *conditioned space* shall comply with Section R502.

R501.3 Maintenance. *Buildings* and structures, and parts thereof, shall be maintained in a safe and sanitary condition. Devices and systems that are required by this code shall be maintained in conformance to the code edition under which installed. The owner or the owner's authorized agent shall be responsible for the maintenance of *buildings* and structures. The requirements of this chapter shall not provide the basis for removal or abrogation of energy conservation, fire protection and safety systems and devices in existing structures.

R501.4 Compliance. *Alterations*, *repairs*, *additions* and changes of occupancy to, or relocation of, existing buildings and structures shall comply with the provisions for *alterations*, *repairs*, *additions* and changes of occupancy or relocation, respectively, in this code and the *International Residential Code*, *International Building Code*, *International Existing Building Code*, *International Fire Code*, *International Fuel Gas Code*, *International Mechanical Code*, *International Plumbing Code*, *International Property Maintenance Code*, *International Private Sewage Disposal Code* and NFPA 70.

R501.5 New and replacement materials. Except as otherwise required or permitted by this code, materials permitted by the applicable code for new construction shall be used. Like materials shall be permitted for *repairs*, provided that hazards to life, health or property are not created. Hazardous materials shall not be used where the code for new construction would not allow their use in *buildings* of similar occupancy, purpose and location.

R501.6 Historic buildings. Provisions of this code relating to the construction, *repair, alteration*, restoration and movement of structures, and *change of occupancy* shall not be mandatory for *historic buildings* provided that a report has been submitted to the code official and signed by the owner, a *registered design professional*, or a representative of the State Historic Preservation Office or the historic preservation authority having jurisdiction, demonstrating that compliance with that provision would threaten, degrade or destroy the historic form, fabric or function of the *building*.

SECTION R502
ADDITIONS

R502.1 General. *Additions* to an existing *building*, *building* system or portion thereof shall conform to the provisions of this code as those provisions relate to new construction without requiring the unaltered portion of the existing *building* or *building* system to comply with this code. *Additions* shall not create an unsafe or hazardous condition or overload existing *building* systems. An *addition* shall be deemed to comply with this code where the *addition* alone complies, where the existing *building* and *addition* comply with this code as a single building, or where the *building* with the *addition* does not use more energy than the existing *building*. *Additions* shall be in accordance with Section R502.2 or R502.3.

R502.2 Change in space conditioning. Any unconditioned or low-energy space that is altered to become *conditioned space* shall be required to be brought into full compliance with this code.

Exceptions:

1. Where the simulated performance option in Section R405 is used to comply with this section, the annual energy cost of the *proposed design* is permitted to be 110 percent of the annual energy cost otherwise allowed by Section R405.2.
2. Where the Total UA, as determined in Section R402.1.5, of the existing *building* and the *addition*, and any *alterations* that are part of the project, is less than or equal to the Total UA generated for the existing *building*.
3. Where complying in accordance with Section R405 and the annual energy cost or energy use of the *addition* and the existing *building*, and any

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alterations that are part of the project, is less than or equal to the annual energy cost of the existing *building*. The *addition* and any *alterations* that are part of the project shall comply with Section R405 in its entirety.

R502.3 Prescriptive compliance. *Additions* shall comply with Sections R502.3.1 through R502.3.4.

R502.3.1 Building envelope. New *building* envelope assemblies that are part of the *addition* shall comply with Sections R402.1, R402.2, R402.3.1 through R402.3.5, and R402.4.

Exception: New envelope assemblies are exempt from the requirements of Section R402.4.1.2.

R502.3.2 Heating and cooling systems. HVAC ducts newly installed as part of an *addition* shall comply with Section R403.

Exception: Where ducts from an existing heating and cooling system are extended to an *addition*.

R502.3.3 Service hot water systems. New service hot water systems that are part of the *addition* shall comply with Section R403.5.

R502.3.4 Lighting. New lighting systems that are part of the *addition* shall comply with Section R404.1.

SECTION R503
ALTERATIONS

R503.1 General. *Alterations* to any building or structure shall comply with the requirements of the code for new construction, without requiring the unaltered portions of the existing building or building system to comply with this code. *Alterations* shall be such that the existing building or structure is not less conforming to the provisions of this code than the existing *building* or structure was prior to the *alteration*.

Alterations shall not create an unsafe or hazardous condition or overload *existing* building systems. *Alterations* shall be such that the existing *building* or structure does not use more energy than the existing building or structure prior to the *alteration*. *Alterations* to existing *buildings* shall comply with Sections R503.1.1 through R503.1.4.

R503.1.1 Building envelope. Building envelope assemblies that are part of the *alteration* shall comply with Section R402.1.2 or R402.1.4, Sections R402.2.1 through R402.2.12, R402.3.1, R402.3.2, R402.4.3 and R402.4.5.

Exception: The following alterations shall not be required to comply with the requirements for new construction provided that the energy use of the building is not increased:

1. Storm windows installed over existing fenestration.
2. Existing ceiling, wall or floor cavities exposed during construction provided that these cavities are filled with insulation.
3. Construction where the existing roof, wall or floor cavity is not exposed.
4. Roof recover.
5. Roofs without insulation in the cavity and where the sheathing or insulation is exposed during reroofing shall be insulated either above or below the sheathing.
6. Surface-applied window film installed on existing single pane fenestration assemblies to reduce solar heat gain provided that the code does not require the glazing or fenestration assembly to be replaced.

R503.1.1.1 Replacement fenestration. Where some or all of an existing fenestration unit is replaced with a new fenestration product, including sash and glazing, the replacement fenestration unit shall meet the applicable requirements for *U*-factor and SHGC as specified in Table R402.1.3. Where more than one replacement fenestration unit is to be installed, an area-weighted average of the *U*-factor, SHGC or both of all replacement fenestration units shall be an alternative that can be used to show compliance.

R503.1.2 Heating and cooling systems. HVAC ducts newly installed as part of an *alteration* shall comply with Section R403.

Exception: Where ducts from an existing heating and cooling system are extended to an *addition*.

R503.1.3 Service hot water systems. New service hot water systems that are part of the *alteration* shall comply with Section R403.5.

R503.1.4 Lighting. New lighting systems that are part of the *alteration* shall comply with Section R404.1.

Exception: *Alterations* that replace less than 10 percent of the luminaires in a space, provided that such alterations do not increase the installed interior lighting power.

SECTION R504
REPAIRS

R504.1 General. *Buildings*, structures and parts thereof shall be repaired in compliance with Section R501.3 and this section. Work on nondamaged components necessary for the required *repair* of damaged components shall be considered to be part of the *repair* and shall not be subject to the requirements for *alterations* in this chapter. Routine maintenance required by Section R501.3, ordinary repairs exempt from *permit*, and abatement of wear due to normal service conditions shall not be subject to the requirements for *repairs* in this section.

R504.2 Application. For the purposes of this code, the following shall be considered to be *repairs*:

1. Glass-only replacements in an existing sash and frame.
2. Roof *repairs*.

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3. *Repairs* where only the bulb, ballast or both within the existing luminaires in a space are replaced provided that the replacement does not increase the installed interior lighting power.

SECTION R505
CHANGE OF OCCUPANCY OR USE

R505.1 General. Any space that is converted to a dwelling unit or portion thereof from another use or occupancy shall comply with this code.

Exception: Where the simulated performance option in Section R405 is used to comply with this section, the annual energy cost of the *proposed design* is permitted to be 110 percent of the annual energy cost allowed by Section R405.2.

R505.1.1 Unconditioned space. Any unconditioned or low-energy space that is altered to become a *conditioned space* shall comply with Section R502.

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CHAPTER 6 [RE]
REFERENCED STANDARDS

User note:

About this chapter: *This code contains numerous references to standards promulgated by other organizations that are used to provide requirements for materials and methods of construction. Chapter 6 contains a comprehensive list of all standards that are referenced in this code. These standards, in essence, are part of this code to the extent of the reference to the standard.*

This chapter lists the standards that are referenced in various sections of this document. The standards are listed herein by the promulgating agency of the standard, the standard identification, the effective date and title, and the section or sections of this document that reference the standard. The application of the referenced standards shall be as specified in Section R108.

AAMA

American Architectural Manufacturers Association
1827 Walden Office Square
Suite 550
Schaumburg, IL 60173-4268

AAMA/WDMA/CSA 101/I.S.2/A440—17: North American Fenestration Standard/Specification for Windows, Doors, and Skylights
R402.4.3

ACCA

Air Conditioning Contractors of America
1330 Braddock Place, Suite 350
Alexandria, VA 22314

ANSI/ACCA 2 Manual J—2016: Residential Load Calculation
R403.7

ANSI/ACCA 3 Manual S—2014: Residential Equipment Selection
R403.7

APSP

Pool & Tub Alliance (formerly the APSP)
2111 Eisenhower Avenue, Suite 500
Alexandria, VA 22314

ANSI/APSP/ICC 14—2019: American National Standard for Portable Electric Spa Energy Efficiency
R403.11

ANSI/APSP/ICC 15a—2011: American National Standard for Residential Swimming Pool and Spas—Includes Addenda A Approved January 9, 2013
R403.12

ASHRAE

ASHRAE
180 Technology Parkway NW
Peachtree Corners, GA 30092

ASHRAE 193—2010(RA 2014): Method of Test for Determining the Airtightness of HVAC Equipment
R403.3.4.1

ASHRAE—2001: 2001 ASHRAE Handbook of Fundamentals
Table R405.5.2(1)

ASHRAE—2021: ASHRAE Handbook of Fundamentals
R402.1.5

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ASTM

ASTM International
100 Barr Harbor Drive, P.O. Box C700
West Conshohocken, PA 19428-2959

C1363—11: Standard Test Method for Thermal Performance of Building Materials and Envelope Assemblies by Means of a Hot Box Apparatus
R303.1.4.1

E283—2004(2012): Test Method for Determining the Rate of Air Leakage Through Exterior Windows, Curtain Walls and Doors Under Specified Pressure Differences Across the Specimen
R402.4.5

E779—2010(2018): Standard Test Method for Determining Air Leakage Rate by Fan Pressurization
R402.4.1.2

E1554/E1554M—E2013: Standard Test Methods for Determining Air Leakage of Air Distribution Systems by Fan Pressurization
R403.3.5

E1827—: 2011(2017): Standard Test Methods for Determining Airtightness of Building Using an Orifice Blower Door
R402.4.1.2

E2178—2013: Standard Test Method for Air Permanence of Building Materials
R303.1.5

CSA

CSA Group
8501 East Pleasant Valley Road
Cleveland, OH 44131-5516

AAMA/WDMA/CSA 101/I.S.2/A440—17: North American Fenestration Standard/Specification for Windows, Doors and Unit Skylights
R402.4.3

CSA B55.1—2015: Test Method for Measuring Efficiency and Pressure Loss of Drain Water Heat Recovery Units
R403.5.3

CSA B55.2—2015: Drain Water Heat Recovery Units
R403.5.3

DASMA

Door & Access Systems Manufacturers Association
1300 Sumner Avenue
Cleveland, OH 44115-2851

105—2017: Test Method for Thermal Transmittance and Air Infiltration of Garage Doors and Rolling Doors
R303.1.3

HVI

Home Ventilating Institute
1740 Dell Range Blvd, Ste H, PMB 450
Cheyenne, WY 82009

916—18: Airflow Test Procedure
Table R403.6.2

ICC

International Code Council, Inc.
500 New Jersey Avenue NW6th Floor
Washington, DC 20001

ANSI/APSP/ICC 14—2019: American National Standard for Portable Electric Spa Energy Efficiency
R403.11

ANSI/APSP/ICC 15a—2020: American National Standard for Residential Swimming Pool and Spa Energy Efficiency
R403.12

ANSI/RESNET/ICC 301—2019: Standard for the Calculation and Labeling of the Energy Performance of Dwelling and Sleeping Units using an Energy Rating Index
R406.4

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ICC—continued

ANSI/RESNET/ICC 380—2019: Standard for Testing Airtightness of Building, Dwelling Unit and Sleeping Unit Enclosures; Airtightness of Heating and Cooling Air Distribution Systems, and Airflow of Mechanical Ventilation Systems
R402.4.1.2

IBC—21: International Building Code®
R201.3, R303.1.1, R303.2, R402.1.1, R501.4

ICC 400—17: Standard on the Design and Construction of Log Structures
R402.1

ICC 500—2020: ICC/NSSA Standard for the Design and Construction of Storm Shelters
R402.5

IEBC—21: International Existing Building Code®
R501.4

IECC—06: 2006 International Energy Conservation Code®
R202

IECC—09: 2009 International Energy Conservation Code®
R406.2

IECC—15: 2015 International Energy Conservation Code®
Table R406.5

IFC—21: International Fire Code®
R201.3, R501.4

IFGC—21: International Fuel Gas Code®
R201.3, R501.4

IMC—21: International Mechanical Code®
R201.3, R403.3.3, R403.3.4, R403.6, R501.4

IPC—21: International Plumbing Code®
R201.3, R501.4

IPMC—21: International Property Maintenance Code®
R501.4

IPSDC—21: International Private Sewage Disposal Code®
R501.4

IRC—21: International Residential Code®
R201.3, R303.1.1, R303.2, R402.1.1, R402.2.10.1, R403.3.3, R403.3.4, R403.6, R501.4

IEEE

Institute of Electrical and Electronics Engineers, Inc.
3 Park Avenue, 17th Floor
New York, NY 10016-5997

515.1—2012: IEEE Standard for the Testing, Design, Installation and Maintenance of Electrical Resistance Trace Heating for Commercial Applications
R403.5.1.2

NFPA

National Fire Protection Association
1 Batterymarch Park
Quincy, MA 02169-7471

70—20: National Electrical Code
R501.4

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NFRC

National Fenestration Rating Council, Inc.
6305 Ivy Lane, Suite 140
Greenbelt, MD 20770

100—2020: Procedure for Determining Fenestration Products *U*-factors
R303.1.3

200—2020: Procedure for Determining Fenestration Product Solar Heat Gain Coefficient and Visible Transmittance at Normal Incidence
R303.1.3

400—2020: Procedure for Determining Fenestration Product Air Leakage
R402.4.3

RESNET

Residential Energy Services Network, Inc.
P.O. Box 4561
Oceanside, CA 92052-4561

ANSI/RESNET/ICC 301—2019: Standard for the Calculation and Labeling of the Energy Performance of Dwelling and Sleeping Units using an Energy Rating Index
R406.4, R406.7.1, R406.7.6

ANSI/RESNET/ICC 380—2019: Standard for Testing Airtightness of Building, Dwelling Unit and Sleeping Unit Enclosures; Airtightness of Heating and Cooling Air Distribution Systems, and Airflow of Mechanical Ventilation Systems
R402.4.1.2, R403.3.5

UL

UL LLC
333 Pfingsten Road
Northbrook, IL 60062

127—2011: Standard for Factory-Built Fireplaces—with Revisions through July 2016
R402.4.2

515—2015: Standard for Electrical Resistance Trace Heating for Commercial Applications
R403.5.1.2

US-FTC

United States-Federal Trade Commission
600 Pennsylvania Avenue NW
Washington, DC 20580

CFR Title 16 (2015): R-value Rule
R303.1.4

WDMA

Window and Door Manufacturers Association
2025 M Street NW, Suite 800
Washington, DC 20036-3309

AAMA/WDMA/CSA 101/I.S.2/A440—17: North American Fenestration Standard/Specification for Windows, Doors and Skylights
R402.4.3

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APPENDIX RA
BOARD OF APPEALS—RESIDENTIAL

The provisions contained in this appendix are not mandatory unless specifically referenced in the adopting ordinance.

User note:

About this appendix: *Appendix RA provides criteria for board of appeals members. Also provided are procedures by which the board of appeals should conduct its business.*

SECTION RA101
GENERAL

RA101.1 Scope. A board of appeals shall be established within the jurisdiction for the purpose of hearing applications for modification of the requirements of this code pursuant to the provisions of Section R110. The board shall be established and operated in accordance with this section, and shall be authorized to hear evidence from appellants and the code official pertaining to the application and intent of this code for the purpose of issuing orders pursuant to these provisions.

RA101.2 Application for appeal. Any person shall have the right to appeal a decision of the code official to the board. An application for appeal shall be based on a claim that the intent of this code or the rules legally adopted hereunder have been incorrectly interpreted, the provisions of this code do not fully apply or an equally good or better form of construction is proposed. The application shall be filed on a form obtained from the code official within 20 days after the notice was served.

RA101.2.1 Limitation of authority. The board shall not have authority to waive requirements of this code or interpret the administration of this code.

RA101.2.2 Stays of enforcement. Appeals of notice and orders, other than Imminent Danger notices, shall stay the enforcement of the notice and order until the appeal is heard by the board.

RA101.3 Membership of board. The board shall consist of five voting members appointed by the chief appointing authority of the jurisdiction. Each member shall serve for **[INSERT NUMBER OF YEARS]** years or until a successor has been appointed. The board members' terms shall be staggered at intervals, so as to provide continuity. The code official shall be an ex officio member of said board but shall not vote on any matter before the board.

RA101.3.1 Qualifications. The board shall consist of five individuals, who are qualified by experience and training to pass on matters pertaining to building construction and are not employees of the jurisdiction.

RA101.3.2 Alternate members. The chief appointing authority is authorized to appoint two alternate members who shall be called by the board chairperson to hear appeals during the absence or disqualification of a member. Alternate members shall possess the qualifications required for board membership, and shall be appointed for the same term or until a successor has been appointed.

RA101.3.3 Vacancies. Vacancies shall be filled for an unexpired term in the same manner in which original appointments are required to be made.

RA101.3.4 Chairperson. The board shall annually select one of its members to serve as chairperson.

RA101.3.5 Secretary. The chief appointing authority shall designate a qualified clerk to serve as secretary to the board. The secretary shall file a detailed record of all proceedings, which shall set forth the reasons for the board's decision, the vote of each member, the absence of a member and any failure of a member to vote.

RA101.3.6 Conflict of interest. A member with any personal, professional or financial interest in a matter before the board shall declare such interest and refrain from participating in discussions, deliberations and voting on such matters.

RA101.3.7 Compensation of members. Compensation of members shall be determined by law.

RA101.3.8 Removal from the board. A member shall be removed from the board prior to the end of their term only for cause. Any member with continued absence from regular meeting of the board may be removed at the discretion of the chief appointing authority.

RA101.4 Rules and procedures. The board shall establish policies and procedures necessary to carry out its duties consistent with the provisions of this code and applicable state law. The procedures shall not require compliance with strict rules of evidence, but shall mandate that only relevant information be presented.

RA101.5 Notice of meeting. The board shall meet upon notice from the chairperson, within 10 days of the filing of an appeal or at stated periodic intervals.

RA101.5.1 Open hearing. All hearings before the board shall be open to the public. The appellant, the appellant's representative, the code official and any person whose interests are affected shall be given an opportunity to be heard.

RA101.5.2 Quorum. Three members of the board shall constitute a quorum.

RA101.5.3 Postponed hearing. When five members are not present to hear an appeal, either the appellant or the

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appellant's representative shall have the right to request a postponement of the hearing.

RA101.6 Legal counsel. The jurisdiction shall furnish legal counsel to the board to provide members with general legal advice concerning matters before them for consideration. Members shall be represented by legal counsel at the jurisdiction's expense in all matters arising from service within the scope of their duties.

RA101.7 Board decision. The board shall only modify or reverse the decision of the code official by a concurring vote of three or more members.

RA101.7.1 Resolution. The decision of the board shall be by resolution. Every decision shall be promptly filed in writing in the office of the code official within 3 days and shall be open to the public for inspection. A certified copy shall be furnished to the appellant or the appellant's representative and to the code official.

RA101.7.2 Administration. The code official shall take immediate action in accordance with the decision of the board.

RA101.8 Court review. Any person, whether or not a previous party of the appeal, shall have the right to apply to the appropriate court for a writ of certiorari to correct errors of law. Application for review shall be made in the manner and time required by law following the filing of the decision in the office of the chief administrative officer.

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APPENDIX RB

SOLAR-READY PROVISIONS—DETACHED ONE- AND TWO-FAMILY DWELLINGS AND TOWNHOUSES

The provisions contained in this appendix are not mandatory unless specifically referenced in the adopting ordinance.

User note:

About this appendix: *Harnessing the heat or radiation from the sun's rays is a method to reduce the energy consumption of a building. Although Appendix RB does not require solar systems to be installed for a building, it does require the space(s) for installing such systems, providing pathways for connections and requiring adequate structural capacity of roof systems to support the systems.*

SECTION RB101
SCOPE

RB101.1 General. These provisions shall be applicable for new construction where solar-ready provisions are required.

SECTION RB102
GENERAL DEFINITION

SOLAR-READY ZONE. A section or sections of the roof or building overhang designated and reserved for the future installation of a solar photovoltaic or solar thermal system.

SECTION RB103
SOLAR-READY ZONE

RB103.1 General. New detached one- and two-family dwellings, and townhouses with not less than 600 square feet (55.74 m^2) of roof area oriented between 110 degrees and 270 degrees of true north shall comply with Sections RB103.2 through RB103.8.

Exceptions:

1. New residential buildings with a permanently installed on-site renewable energy system.
2. A building where all areas of the roof that would otherwise meet the requirements of Section RB103 are in full or partial shade for more than 70 percent of daylight hours annually.

RB103.2 Construction document requirements for solar-ready zone. Construction documents shall indicate the solar-ready zone.

RB103.3 Solar-ready zone area. The total solar-ready zone area shall be not less than 300 square feet (27.87 m^2) exclusive of mandatory access or setback areas as required by the *International Fire Code*. New townhouses three stories or less in height above grade plane and with a total floor area less than or equal to 2,000 square feet (185.8 m^2) per dwelling shall have a solar-ready zone area of not less than 150 square feet (13.94 m^2). The solar-ready zone shall be composed of areas not less than 5 feet (1524 mm) in width and not less than 80 square feet (7.44 m^2) exclusive of access or setback areas as required by the *International Fire Code*.

RB103.4 Obstructions. Solar-ready zones shall be free from obstructions, including but not limited to vents, chimneys, and roof-mounted equipment.

RB103.5 Shading. The solar-ready zone shall be set back from any existing or new permanently affixed object on the building or site that is located south, east or west of the solar zone a distance not less than two times the object's height above the nearest point on the roof surface. Such objects include, but are not limited to, taller portions of the building itself, parapets, chimneys, antennas, signage, rooftop equipment, trees and roof plantings.

RB103.6 Capped roof penetration sleeve. A capped roof penetration sleeve shall be provided adjacent to a solar-ready zone located on a roof slope of not greater than 1 unit vertical in 12 units horizontal (8-percent slope). The capped roof penetration sleeve shall be sized to accommodate the future photovoltaic system conduit, but shall have an inside diameter of not less than $1^1/_4$ inches (32 mm).

RB103.7 Roof load documentation. The structural design loads for roof dead load and roof live load shall be clearly indicated on the construction documents.

RB103.8 Interconnection pathway. Construction documents shall indicate pathways for routing of conduit or plumbing from the solar-ready zone to the electrical service panel or service hot water system.

RB103.9 Electrical service reserved space. The main electrical service panel shall have a reserved space to allow installation of a dual pole circuit breaker for future solar electric installation and shall be labeled "For Future Solar Electric." The reserved space shall be positioned at the opposite (load) end from the input feeder location or main circuit location.

RB103.10 Construction documentation certificate. A permanent certificate, indicating the solar-ready zone and other requirements of this section, shall be posted near the electrical distribution panel, water heater or other conspicuous location by the builder or registered design professional.

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APPENDIX RC
ZERO ENERGY RESIDENTIAL BUILDING PROVISIONS

The provisions contained in this appendix are not mandatory unless specifically referenced in the adopting ordinance.

User Note:

About this appendix: *This appendix provides requirements for residential buildings intended to result in net zero energy consumption over the course of a year. Where adopted by ordinance as a requirement, Section RC101 language is intended to replace Section R401.2.*

SECTION RC101
COMPLIANCE

RC101.1 Compliance. Existing residential buildings shall comply with Chapter 5. New residential buildings shall comply with Section RC102.

SECTION RC102
ZERO ENERGY RESIDENTIAL BUILDINGS

RC102.1 General. New *residential buildings* shall comply with Section RC102.2.

RC102.2 Energy Rating Index zero energy score. Compliance with this section requires that the rated design be shown to have a score less than or equal to the values in Table RC102.2 when compared to the Energy Rating Index (ERI) reference design determined in accordance with RESNET/ICC 301 for both of the following:

1. ERI value not including on-site power production (OPP) calculated in accordance with RESNET/ICC 301.
2. ERI value including on-site power production calculated in accordance with RESNET/ICC 301 with the OPP in Equation 4.1.2 of RESNET/ICC 301 adjusted in accordance with Equation RC-1.

Adjusted OPP = OPP + CREF + REPC **(Equation RC-1)**

where:

CREF = Community Renewable Energy Facility power production—the yearly energy, in kilowatt hour equivalent (kWheq), contracted from a community renewable energy facility that is qualified under applicable state and local utility statutes and rules, and that allocates bill credits to the rated home.

REPC = Renewable Energy Purchase Contract power production—the yearly energy, in kilowatt hour equivalent (kWheq), contracted from an energy facility that generates energy with photovoltaic, solar thermal, geothermal energy or wind systems, and that is demonstrated by an energy purchase contract or lease with a duration of not less than 15 years.

TABLE RC102.2
MAXIMUM ENERGY RATING INDEX[a]

CLIMATE ZONE	ENERGY RATING INDEX NOT INCLUDING OPP	ENERGY RATING INDEX INCLUDING ADJUSTED OPP (as proposed)
1	43	0
2	45	0
3	47	0
4	47	0
5	47	0
6	46	0
7	46	0
8	46	0

a. The building shall meet the requirements of Table R406.2, and the building thermal envelope shall be greater than or equal to the levels of efficiency and SHGC in Table R402.1.2 or R402.1.3 of the 2015 *International Energy Conservation Code*.

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EDITORIAL CHANGES – SECOND PRINTING

Page C3-20, **TABLE C301.1—continued:** column 1, row 41 now reads . . . 4B Catron

Page C3-36, **Section C303.1.3:** paragraph 3, lines 10 through 12 now read . . . from Table C303.1.3(3). For Tubular Daylighting Devices, VT_{annual} shall be measured and rated in accordance with NFRC 203.

Page C4-3, **TABLE C402.1.3:** column 13, row 18, line 2 now reads . . . 48

Page C4-3, **TABLE C402.1.3:** column 14, row 18, line 2 now reads . . . 24

Page C4-4, **TABLE C402.1.4:** column 1, row 7 now reads . . . Mass[f]

Page C4-4, **TABLE C402.1.4:** column 1, row 18 now reads . . . Heated slabs

Page C4-4, **TABLE C402.1.4:** column 1, row 21 now reads . . . Swinging door[g]

Page C4-4, **TABLE C402.1.4:** column 1, row 22 now reads . . . Garage door < 14% glazing[h]

Page C4-4, **TABLE C402.1.4:** Note f has been deleted

Page C4-4, **TABLE C402.1.4:** Note f now reads . . . f.“ Mass walls” shall be in accordance with Section C402.2.2.

Page C4-4, **TABLE C402.1.4:** Note g now reads . . . g. Swinging door *U*-factors shall be determined in accordance with NFRC-100.

Page C4-4, **TABLE C402.1.4:** Note h now reads . . . h. Garage doors having a single row of fenestration shall have an assembly *U*-factor less than or equal to 0.44 in Climate Zones 0 through 6 and less than or equal to 0.36 in Climate Zones 7 and 8, provided that the fenestration area is not less than 14 percent and not more than 25 percent of the total door area.

Page C4-7, **TABLE C402.3:** row 1 now reads . . . Three-year-aged solar reflectance[b] of 0.55 and 3-year aged thermal emittance[c] of 0.75

Page C4-10, **Section C402.4.4:** line 5 now reads . . . sidelit *daylight* zones.

Page C4-13, **Section C402.5.11.1:** line 2 now reads . . . comply with Section C403.14.

Page C4-37. **Section C403.4.2.3:** line 2 now reads . . . and stop controls shall be provided for each HVAC

Page C4-44. **Section C403.7.4.2:** Exception 6, line 3 now reads . . . 0, 3C, 4C, 5B, 5C, 6B, 7 and 8.

Page C4-50. new section added and now reads . . .

C403.10.6 Heat recovery for space conditioning in healthcare facilities. Where heating water is used for space heating, a condenser heat recovery system shall be installed provided that all of the following are true:

1. The building is a Group I-2, Condition 2 occupancy.
2. The total design chilled water capacity for the Group I-2,Condition 2 occupancy, either air cooled or water cooled, required at cooling design conditions exceeds 3,600,000 Btu/h (1100 kw) of cooling.
3. Simultaneous heating and cooling occurs above 60°F (16°C) outdoor air temperature.

The required heat recovery system shall have a cooling capacity that is not less than 7 percent of the total design chilled water capacity of the Group I-2, Condition 2 occupancy at peak design conditions.

Exceptions:

1. Buildings that provide 60 percent or more of their reheat energy from on-site renewable energy or site-recovered energy.
2. Buildings in Climate Zones 5C, 6B, 7 and 8.

Page C4-58, **TABLE C404.5.2.1:** column 8, row 2 now reads . . . PE-RT SDR 9

Page C4-60, **Section C405.2.1.2:** Item 2, lines 3 and 4 now read . . . unoccupied setpoint of not more than 50 percent of full power within 20 minutes after all

Page C4-60, **Section C405.2.1.4:** lines 3 and 4 now read . . . uniformly reduce lighting power to an occupied setpoint not more than 50 percent of full power within

Page C4-62, **Section C405.2.4.2:** Item 3, lines 7 through 9 now read . . . tration to the nearest full height wall, or up to 0.5 times the height from the floor to the top of the fenestration, whichever is less, as indicated

Page C4-63, **FIGURE C405.2.4.2(1)** now reads as shown

Page C4-72, **Section C405.9.2.1** now reads . . . **C405.9.2.1 Energy recovery.** Escalators shall be designed to recover electrical energy when resisting overspeed in the down direction.

Page C4-78, **Section C406.3:** section title now reads . . . **C406.3 Reduced lighting power.**

Page C4-80, **TABLE C406.1(4):** column 11, row 6 now reads . . . 1

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Page C-4-83, **TABLE C406.12(2):** column 4 now reads . . .

IDLE ENERGY RATE
400 watts
530 watts
670 watts
800 watts
6,250 Btu/h
8,350 Btu/h
10,400 Btu/h
12,500 Btu/h

Page C4-84, **TABLE C406.12(3):** column 2, row 3 now reads . . . ≤ .50 kW

Page C4-84, **TABLE C406.12(3):** column 2, row 4 now reads . . . ≤ .70 kW

Page C4-84, **Section C407.2:** Item 2, line 1 now reads . . . 2. An annual energy cost that is less than or equal to 80

Page R2-2, definition **HIGH-EFFICACY LIGHT SOURCES** now reads . . .

HIGH-EFFICACY LIGHT SOURCES. Any lamp with an efficacy of not less than 65 lumens per watt, or luminaires with an efficacy of not less than 45 lumens per watt.

Page R3-20, **TABLE R301.1—continued:** column 1, row 41 now reads . . . 4B Catron

Page R4-2, **TABLE R402.1.2:** column 4, row 7 now reads . . . 0.40

Page R4-3, **TABLE R402.1.3:** column 6 now reads . . .

WOOD FRAME WALL *R*-VALUE[g]
13 or 0&10ci
13 or 0&10ci
13 or 0&10ci
20 or 13&5ci[h] or 0&15ci[h]
30 or 20&5ci[h] or 13&10ci[h] or 0&20ci[h]
30 or 20&5ci[h] or 13&10ci[h] or 0&20ci[h]
30 or 20&5ci[h] or 13&10ci[h] or 0&20ci[h]
30 or 20&5ci[h] or 13&10ci[h] or 0&20ci[h]

Page R4-3, **TABLE R402.1.3:** column 9, row 7 now reads . . . 15ci or 19 or 13&5ci

Page R4-3, **TABLE R402.1.3:** column 11, row 7 now reads . . . 15ci or 19 or 13&5ci

Page R4-3, **TABLE R402.1.3:** column 9, row 8 now reads . . . 15ci or 19 or 13&5ci

Page R4-3, **TABLE R402.1.3:** column 11, row 8 now reads . . . 15ci or 19 or 13&5ci

Page R4-3, **TABLE R402.1.3:** column 9, row 9 now reads . . . 15ci or 19 or 13&5ci

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Page R4-3, **TABLE R402.1.3:** column 11, row 9 now reads . . . 15ci or 19 or 13&5ci

Page R4-3, **TABLE R402.1.3:** Note c, line 2 now reads . . . 19 or 13&5ci" means R-15 continuous insulation (ci) on the interior or exterior surface of the wall; or R-19 cavity insulation on the interior side of the wall;

Page R4-3, **TABLE R402.1.3:** Note g, line 1 now reads . . . g. The first value is cavity insulation; the second value is continuous insulation. Therefore, as an example, "13&5" means R-13 cavity insulation plus R-5

Page R4-4, **Section R402.2.1** title now reads . . . **R402.2.1 Ceilings with attics.**

Page R4-4, **Section R402.2.1:** lines 8 and 9 now read . . . ceiling or attic, installing R-49 over 100 percent of the ceiling or attic area requiring insulation shall satisfy the

Page R4-4, **Section R402.2.4.1:** lines 8 through 10 now read . . . a wood-framed or equivalent baffle, retainer, or dam shall be installed to prevent loose-fill insulation from spilling into living space from higher to lower sections

Page R4-7, **TABLE R402.4.1.1:** column 2, row 9, lines 1 and 2 now read . . . Duct and flue shafts to exterior or unconditioned space shall be sealed.

Page R4-9, **Section R402.4.1.2:** Exception 2, lines 8 and 9 now read . . . 0.2 inch w.g. (50 Pa), shall be permitted in all climate zones for:

Page R4-11, **Section R403.3.5:** new paragraph added after Item 2 now reads . . . A written report of the results of the test shall be signed by the party conducting the test and provided to the *code official*.

Page R4-11, **Section R403.3.5:** Exception line 2 now reads . . . required for ducts serving ventilation systems that are

Page R4-12, **Section R403.6** now reads . . .**R403.6 Mechanical ventilation.** The *buildings* complying with Section R402.4.1 shall be provided with ventilation that complies with the requirements of Section M1505 of the *International Residential Code* or *International Mechanical Code*, as applicable, or with other *approved* means of *ventilation*. Outdoor air intakes and exhausts shall have automatic or gravity dampers that close when the *ventilation* system is not operating.

Page R4-13, **Section R404.1.1:** line 3 now reads . . . C405.5.

Page R4-13, **Section R405.2:** Item 2, line 1 now reads . . . The building thermal envelope shall be greater than

Page R4-13, **Section R405.3.2:** paragraph 2, line 2 now reads . . . dance with Sections R405.3.2.1 and R405.3.2.2.

Page R4-14, **TABLE R405.2:** column 1, row 28 now reads . . . R404.2

Page R4-16, **TABLE R405.4.2(1)—continued:** column 2, row 6, line 7 now reads . . . e_f = the minimum fan efficacy, as specified in Table 403.6.2,

Page R4-17, **TABLE R405.4.2(1)—continued:** column 2, row 2, line 2 now reads . . . Use, in units of gal/day = $25.5 + (8.5 \times N_{br})$

Page R4-17, **TABLE R405.4.2(1)—continued:** column 3, row 9, line 2 now reads . . .

Duct location: as proposed. Duct insulation: as proposed. As tested or, where not tested, as specified in Table R405.4.2(2).

Page R4-18, **Section R405.5.1:** Item 2 line 4 now reads . . . dance with Section R403.7.

Page R4-19, **TABLE R406.2:** column 1, row 27 now reads . . . R404.2

Page R4-19, **Section R406.3.2:** line 6 now reads . . . R402.1.4 of the 2018 *International Energy Conservation*

Page R4-21, **Section R408.2.3:** Item 1, line 1 now reads . . . 1. Greater than or equal to 0.82 EF fossil fuel service

Page Appendix RC-1, **TABLE RC102.2:** Note a, lines 3 and 4 now read . . . efficiency and SHGC in Table R402.1.2 or R402.1.3 of the 2015 *International Energy Conservation Code*.

For the complete errata history of this code, please visit: https://www.iccsafe.org/errata-central/

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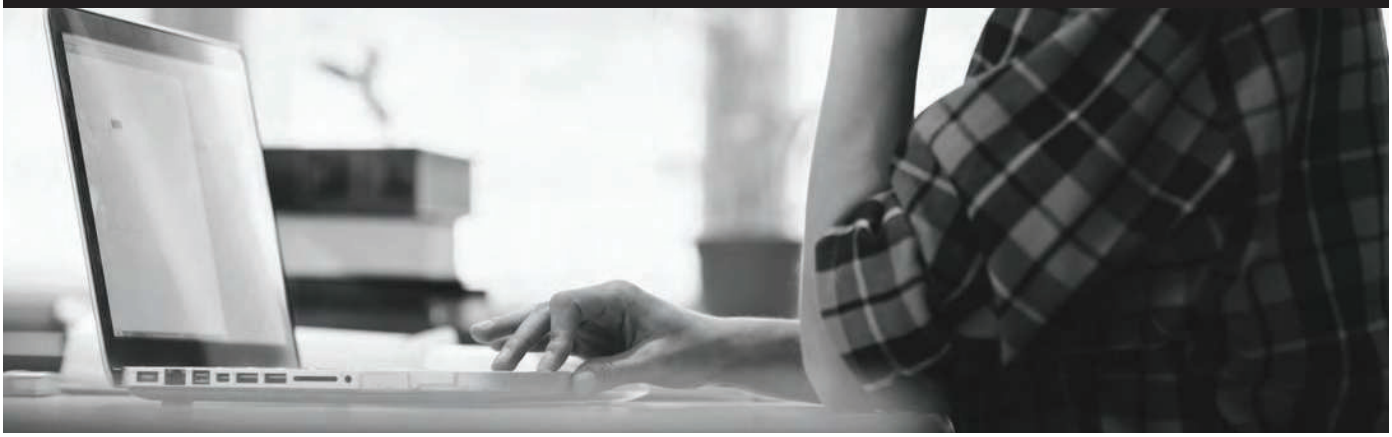

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City Clerk's Office Item # S3

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: June 22, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Clyde Bishop, City Clerk

FROM: Harley Gifford, Deputy City Attorney

SUBJECT: AN ORDINANCE AMENDING SECTION 4-6-2 OF THE PUEBLO MUNICIPAL CODE BY REPEALING LOCAL AMENDMENTS TO CHAPTER 11 OF THE 2021 INTERNATIONAL RESIDENTIAL CODE

SUMMARY:

Attached is an Ordinance amending Section 4-6-2 of the Pueblo Municipal Code by repealing in their entirety subsections (o), (p), and (q) thereof. Those three subsections are local amendments to Chapter 11 (Energy Efficiency) of the 2021 International Residential Code adopted under Ordinance No. 10468 (effective June 29, 2023). Specifically, they amend Table R402.1.2 (Maximum Assembly U-Factors and Fenestration Requirements), Table R402.1.3 (Insulation Minimum R-Values and Fenestration Requirements by Components), and Section R404.1 (Lighting equipment) of the International Residential Code by substituting residential energy efficiency values for those prescribed by the unamended 2021 International Energy Conservation Code at the corresponding Sections R402.1.2, R402.1.3, and R404.1. Repealing these subsections aligns the residential energy provisions of the International Residential Code as applied in the City with the residential energy provisions of the unamended 2021 International Energy Conservation Code being re-adopted in the companion Ordinance, and is necessary to satisfy the equivalent-or-better-performance standard at C.R.S. § 31-15-602(3.5)(a).

On June 29, 2023, City Council adopted Ordinance No. 10468, which amended Chapter 6 of Title IV of the Pueblo Municipal Code to adopt the 2021 International Residential Code published by the International Code Council, Inc., with local amendments codified at Section 4-6-2(a) through (s) of the Pueblo Municipal Code. Subsections (o), (p), and (q), which this Ordinance repeals, are part of the local amendments adopted by Ordinance No. 10468.This Ordinance is the third in a series of three related Ordinances. This Ordinance completes the residential energy code compliance package by removing the parallel local amendments operating through the International Residential Code. The three Ordinances together bring the City into compliance with C.R.S. § 31-15-602(3.5)(a), which requires municipalities updating any building code between July 1,

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2023 and June 30, 2026 to adopt an energy code achieving equivalent or better performance than the 2021 International Energy Conservation Code and the model electric ready and solar ready code language adopted by the Colorado Energy Code Board.

PREVIOUS COUNCIL ACTION:

On June 29, 2023, City Council adopted Ordinance No. 10468, which amended Chapter 6 of Title IV of the Pueblo Municipal Code to adopt the 2021 International Residential Code published by the International Code Council, Inc., with local amendments codified at Section 4-6-2(a) through (s) of the Pueblo Municipal Code. Subsections (o), (p), and (q), which this Ordinance repeals, are part of the local amendments adopted by Ordinance No. 10468.

BACKGROUND:

In 2022, the Colorado General Assembly enacted House Bill 22-1362, codified in part at C.R.S. § 31-15-602(3.5)(a), directing municipalities and counties that update any building code between July 1, 2023 and June 30, 2026 to adopt an energy code achieving equivalent or better energy performance than the 2021 International Energy Conservation Code and the model electric ready and solar ready code language adopted by the Colorado Energy Code Board.

The residential provisions of the 2021 International Energy Conservation Code are duplicated, by design, in Chapter 11 (Energy Efficiency) of the 2021 International Residential Code. The two codes operate as parallel tracks for the same regulated buildings: the International Energy Conservation Code residential provisions and the International Residential Code Chapter 11. Local amendments to either code's residential energy provisions therefore must be addressed in parallel to maintain a consistent and compliant residential energy regime.

Subsections (o), (p), and (q) of Section 4-6-2 of the Pueblo Municipal Code are local amendments to Sections R402.1.2, R402.1.3, and R404.1 of the International Residential Code. Each subsection sets values that are weaker than the corresponding unamended provisions of the 2021 International Energy Conservation Code. Specifically: subsection (o) sets a Ceiling U-Factor of 0.026 and a Wood Frame Wall U-Factor of 0.06 for Climate Zone 5 and Marine 4, against unamended International Energy Conservation Code values of 0.024 and 0.045 respectively; subsection (p) sets a Ceiling R-Value of R-49 and a minimum Wood Frame Wall R-Value of R-20, against unamended International Energy Conservation Code values of R-60 and R-30; subsection (q) sets a 90% threshold for permanently installed lighting fixtures containing high-efficiency lighting sources, against the unamended International Energy Conservation Code requirement that all such fixtures contain high-efficacy lighting sources. So long as these subsections remain in effect, the City's residential energy code regime does not achieve equivalent or better performance than the unamended 2021 International Energy Conservation Code.

The companion Ordinance re-adopting the 2021 International Energy Conservation Code repeals the parallel local amendments codified at Section 4-2-2(aa), (bb), and (cc) of the Pueblo Municipal Code, which amend International Energy Conservation Code

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Sections R402.1.2, R402.1.3, and R404.1 in substantively identical terms. This Ordinance performs the corresponding repeal on the International Residential Code side.

This Ordinance is a straightforward amendment of the Pueblo Municipal Code under City Charter Section 3-19. It does not adopt any code by reference and therefore does not require the procedures set forth at C.R.S. §§ 31-16-201 through 31-16-208. The 2021 International Residential Code remains adopted under Ordinance No. 10468 with the remaining local amendments at Section 4-6-2(a) through (n), (r), and (s) in full force and effect.

FINANCIAL IMPLICATIONS:

Adoption of this Ordinance, together with the previously adopted Ordinance creating Chapter 12 of Title IV and the companion Ordinance re-adopting the 2021 International Energy Conservation Code, completes the residential energy code compliance package qualifying the City for grant funding under the Colorado Energy Office's building electrification and energy code adoption grant program at C.R.S. § 24-38.5-403. This Ordinance imposes no direct cost on the City and no fee changes for permit applicants beyond those independently set by the Southern Colorado Building Commission and approved by the City and Town of Boone under the Intergovernmental Agreement.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

This Ordinance will follow the procedures for ordinance passage at City Charter Section 3-19, including introduction at one regular meeting of the City Council, publication once in a newspaper of the City at least ten days before final passage, and final passage at a subsequent regular meeting.

ALTERNATIVES:

If this Ordinance is not approved, local amendments at Section 4-6-2(o), (p), and (q) of the Pueblo Municipal Code remain in force and continue to govern residential buildings constructed under the International Residential Code. Those amendments establish residential energy efficiency values weaker than the unamended 2021 International Energy Conservation Code provisions. The City's residential energy code regime would therefore not achieve equivalent or better performance than the 2021 International Energy Conservation Code, defeating the compliance argument under C.R.S. § 31-15-602(3.5)(a) notwithstanding adoption of the companion Ordinance re-adopting the unamended International Energy Conservation Code, and rendering the City ineligible for the Colorado Energy Office grant program at C.R.S. § 24-38.5-403. Continued non-compliance does not carry an immediate penalty under state law but is inconsistent with the City's general obligation under Charter Section 3-5(i) to faithfully execute and comply with all laws of the State of Colorado that apply to the City.

RECOMMENDATION:

Approval of the Ordinance.

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ATTACHMENTS:

1. Ordinance

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ORDINANCE NO. 11200

AN ORDINANCE AMENDING SECTION 4-6-2 OF THE PUEBLO MUNICIPAL CODE BY REPEALING LOCAL AMENDMENTS TO CHAPTER 11 OF THE 2021 INTERNATIONAL RESIDENTIAL CODE

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

SECTION 1.

Section 4-6-2 of the Pueblo Municipal Code is amended by repealing in their entirety subsections (o), (p), and (q) thereof, to read as follows:

Sec. 4-6-2. Amendments.

(a) Section R103 of the I.R.C., entitled "Department of Building Safety," is amended to read as follows:

"R103 Southern Colorado Building Department - Enforcement Agency.

"Administration and enforcement of this Code and all related and secondary codes are hereby delegated to the Southern Colorado Building Department. Wherever in this Code the phrase 'building official' appears, it shall be construed to refer to the Director or the Building Official of the Southern Colorado Building Department or the Building Official's designated representative. The building official, the building official's designated representatives, and such building inspectors as the building official may appoint, shall be vested with the authority of a law enforcement officer with respect to enforcing this Code and Chapter 6 of Title IV of the Pueblo Municipal Code, including the authority to issue summons and complaints for the violation thereof."

(b) Section R103.1, entitled "Creation of enforcement agency," Section R103.2, entitled "Appointment," and Section R103.3, entitled "Deputies," are deleted.

(c) Subsection R105.2 of the I.R.C., entitled "Work exempt from permit," number 7., is amended to read as follows:

"7. Prefabricated swimming pools accessory to a Group R-3 occupancy, which are installed entirely above ground."

(d) Section R105 of the I.R.C., entitled "Permits," is amended by the addition of Subsection R105.10, entitled "Issuance of permit," to read as follows:

"R105.10 Issuance of permit. A building permit shall be issued only to the contractor performing the work covered by the contract between the owner and the contractor. Such permit shall be delivered only to the contractor or the contractor's authorized representative(s). Should any portion of the work be excluded from the contract, the application or permit shall state the portions so excluded. Should the

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contractor be discharged or abandon the work, the contractor shall immediately notify the building official in writing. No further work shall be performed until a successor contractor has been selected who shall notify the building official in writing of the contractor's selection to complete the work."

(e) Subsection R106.1 of the I.R.C., entitled "Submittal documents," is amended to read as follows:

"Construction documents will also include all plans and specifications, drawings, diagrams, calculations, computations, reports, specifications and other necessary data to complete the habitable structure, along with the necessary code study to compare and delineate the occupancy use and fire resistive type of construction within the I.R.C. Each set of plans and specifications shall bear the stamp or seal and signature of an engineer or architect licensed under Title 12 of Colorado Revised Statutes and in accordance with Sections 12-120-216 and 12-120-417, C.R.S., respectively."

(f) Subsection R108.2 of the I.R.C., entitled "Schedule of permit fees," is amended by the addition of two (2) new subsections, R108.2.1 and R108.2.2, to read as follows:

"**R108.2.1 Permit fees.** The fee for each permit shall be as established in the fee schedule adopted by the City Council by resolution.

"**R108.2.2 Plan review fees.** Plan review fees shall be as established in the fee schedule adopted by the City Council by resolution."

(g) Section R110.3.1 of the I.R.C., entitled "Certificate issued," is amended to add a new subsection R110.3.1 to read as follows:

"R110.3.1 Public improvement requirements for a certificate of occupancy. Applications for building permits for buildings or structures for one- and two- family dwelling units and town homes shall be accompanied by a set of plans or a drawing which shows all existing and proposed public improvements required by the ordinances of the City. Foundation plans and soils report shall be prepared by and bear the seal of an architect or engineer licensed to practice in Colorado. Accessory structures shall have plot plans showing all existing and proposed public improvements required by ordinances of the city.

Before any building permit is issued, all applications for building permits and accompanying plans or drawings shall be reviewed by the Director of Public Works to determine whether the proposed construction will require the installation or reconstruction of public improvements. For purposes of this Section, public improvements shall include, but not be limited to, street paving, curbs, gutters, sidewalks, drainage facilities and the dedication of land for such purposes. Upon request, the Director of Public Works shall provide a written statement of the public improvements that will be required as a condition for the issuance of a building permit and a certificate of occupancy. No certificate of occupancy shall be issued for any structure or building until all public improvements required by the ordinances of the City shall be constructed in full compliance with City engineering regulations, design standards and construction specifications as adopted by

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resolution of the City Council. Acceptance of required public improvements shall be completed upon written notification signed by the Director of Public Works.

If it is determined by the Director of Public Works that any such public improvements are necessitated by the proposed construction, a condition shall be inserted in any building permit to be issued for such proposed construction, which shall require the dedication of such land and improvements to the City. The applicant for such building permits, if not the owner, shall notify the owner of the requirements to dedicate to the City such public improvements. The cost of any such improvements shall be borne by the owner, and the construction shall be subject to the provisions of all applicable City ordinances, resolutions, regulations and policies.

Failure to comply with the provisions for public improvements required by this Section shall be deemed a violation of the Building Code and shall constitute grounds for applicable penalties as provided in Titles IV and XII of the Pueblo Municipal Code and for revocation of any issued certificate of occupancy or temporary certificate of occupancy."

(h) Subsection R113.4 of the I.R.C., entitled "Violation penalties," is amended to read as follows:

"R113.4 Violation penalties. Any person, firm or corporation violating any of the provisions of this Code, upon conviction thereof, shall be punished as provided in Section 4-6-6 of the Pueblo Municipal Code. The application of any such penalty shall not be held to prevent the enforced removal of prohibited conditions."

(i) Subsection R301.2, entitled "Climatic and Geographic Design Criteria," is amended by the addition of Table R301.2(5), entitled "Pueblo County Ground Snow Loads," to read as follows:

"**Table R301.2(5) Pueblo County Snow Loads**

Elevation (asl)	Ground Snow Load (PSF)
5,300	20
5,550	23
5,800	25
6,050	27
6,300	30
6,550	33
6,800	35
7,050	38
7,300	40
7,550	41
7,800	43
8,050	44
8,300	45
8,550	46
8,800	48
9,050	49
9,300	50
9,550	51
9,800	52
10,050	54

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10,300	55
10,550	56
10,800	58
11,050	59
11,300	60"

(j) Subsection R302.5.1, Opening protection, of the I.R.C., is amended by deleting the words "equipped with a self-closing or automatic closing device" at the end of the second sentence.

(k) Subsection R309.1 of the I.R.C., entitled "Floor surface", is amended by adding Exception 1 to read as follows:

Exception 1. The floor surface shall not be required to slope when the foundation is for enclosed non-habitable accessory structure.

(l) Subsection R311.3.2 of the I.R.C., entitled "Floor elevation at other exterior doors", Exception is amended to read as follows:

Exception: When more than two (2) rises are required, landing length at the exterior door may be reduced to eighteen inches (18") provided the door does not swing over stairs. Maximum height of landing shall not exceed thirty inches (30") above adjacent grade.

(m) Subsection R313.1 of the I.R.C., entitled "Townhouse automatic fire sprinkler systems," Exception is amended to read as follows:

Exception #1. An automatic sprinkler system shall not be required where additions or alterations are made to existing townhouses that do not have an automatic sprinkler system installed.

Exception #2. An automatic sprinkler system shall not be required with four or less attached dwelling units when separated in accordance with Section R302.2.2 item 2.

(n) Subsection R313.2 of the I.R.C., entitled "One- and two-family dwellings automatic fire systems," is deleted.

Subsections (a) through (n) of Section 4-6-2, containing amendments to the International Residential Code, remain unchanged and in full force and effect. The following subsections are repealed:

(o) **Reserved.** **[**Table R1102.1.2 (R402.1.2), entitled “Maximum Assembly U-Factors a and Fenestration Requirements” is amended to read as follows:

CLIMATE ZONE	FENESTRATION U-FACTOR f	SKYLIGHT U-FACTOR	GLAZED FENESTRATION SHGC d,e	CEILING U-FACTOR	WOOD FRAME WALL U-FACTOR	MASS WALL U-FACTOR b	FLOOR U-FACTOR	BASEMENT WALL U-FACTOR	CRAWL SPACE WALL U-FACTOR
5 and Marine 4	0.32 f	0.55	0.40	0.026	0.06	0.082	0.033	0.050	0.055

Footnotes:

a. Nonfenestration U-factors shall be obtained from measurement, calculation or an approved source.

b. Mass wall shall be in accordance with Section 402.2.5 where more than half of the insulation is on the interior, the mass wall U-factors shall not exceed 0.065 in Climate Zone 5 and Marine 4.

d. The SHGC column applies to all glazed fenestration.

f. A maximum U-factor of 0.32 shall apply in Climate Zone 5-8 to vertical fenestration products installed in buildings located above 4,000 feet in elevation above sea level.**]**

(p) **Reserved** **[**Table N1102.1.3 (R402.1.3), entitled "Insulation Minimum R-Values and Fenestration Requirements by Components" a is amended to read as follows:

CLIMATE ZONE	FENESTRATION U-FACTOR b, i	SKYLIGHT U-FACTOR	GLAZED FENESTRATION SHGC b,e	CEILING R-VALUE	WOOD FRAME WALL R-VALUE	MASS WALL R-VALUE h	FLOOR R-VALUE	BASEMENT WALL R-VALUE c, g	SLAB R-VALUE & DEPTH d	CRAWL SPACE WALL R-VALUE c, g
5 and Marine 4	0.32 i	0.55	0.40	49	20 h or 13 + 5ci h	13/17	30	15ci or 19 or 13&5ci	10ci, 2 ft	15ci or 19 or 13&5ci

Footnotes:

a. Nonfenestration U-factors shall be obtained from measurement, calculation or an approved source.

b. The fenestration U-factor columns excludes skylights. The SHGC applies to all glazed fenestration.

c. "5ci or 13" means R-5 continuous insulation (ci) on the interior or exterior surface of the wall or R-13 cavity insulation on the interior side of the wall. "10ci or 13" means R-10 continuous insulation (ci) on the interior or exterior surface of the wall or R-13 cavity insulation on the interior side of the wall. "15ci or 19 or 13&5ci" means R-15 continuous insulation (ci) on the interior or exterior surface of the wall; or R-19 cavity insulation on the interior side of the wall; or R-13 cavity insulation on the interior of the wall in addition to R-5 continuous insulation on the interior or exterior surface of the wall.

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d. R-5 insulation shall be provided under the full slab area of a heated slab in addition to the required slab edge insulation R-value for slabs as indicated in the table. The slab-edge insulation for heated slabs shall not be required to extend below the slab.

g. The first value is cavity insulation; the second value is continuous insulation. Therefore, as an example, “13&5” means R-13 cavity insulation plus R-5 continuous insulation.

h. Mass walls shall be in accordance with Section R402.2.5. The second R-value applies where more than half of the insulation is on the interior of the mass wall.

i. A maximum U-factor of 0.32 shall apply in Climate Zones 3 through 8 to vertical fenestration products installed in buildings located above four thousand feet (4,000 ft) in elevation.**]**

(q) **Reserved** **[**Section N1104.1 (R404.1) of the I.R.C., entitled “Lighting equipment” is amended to read as follows:

“Not less than ninety [ninety] percent (90%) of all permanently installed lighting fixtures, excluding kitchen appliance lighting fixtures, shall contain high-efficiency lighting sources.”**]**

(r) Subsection M1305.1.3 of the I.R.C., entitled, "Appliances under floors," is amended by the addition of a sentence after the Exceptions which reads as follows:

"All access openings to underfloor furnaces shall be provided with a permanent ladder for equipment access."

(s) Subsection M1401.3 of the I.R.C., entitled, "Equipment and appliance sizing," is amended by adding a third exception which reads as follows:

"3. Additions that are 600 square feet or less."

SECTION 2.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on June 8, 2026.

Final adoption of Ordinance by City Council on June 22, 2026.

DocuSigned by:
Mark Cliff
B7A4F51823AB402...
President of City Council

Docusign Envelope ID: 11B399CF-A3D2-8419-8205-5105F9BE8824

Action by the Mayor:

☒ Approved on 06/24/2026.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

Signed by:
Heather Graham
3A85950B7DCA462...
_____
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
F1C1AF8727B140A...
_____
City Clerk

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: June 22, 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 AN ECONOMIC DEVELOPMENT AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND PUEBLO STEAM WORKS DBA SOUTHERN COLORADO SCIENCE CENTER DBA LEONARDO DA VINCI MUSEUM OF NORTH AMERICA, A COLORADO NONPROFIT CORPORATION AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME; ESTABLISHING PROJECT NO. ED2602 - LEONARDO DA VINCI MUSEUM; AND BUDGETING AND APPROPRIATING $1,817,044 FROM THE UNENCUMBERED FUND BALANCE OF THE 1992-2031 SALES AND USE TAX CAPITAL IMPROVEMENT PROJECTS FUND TO PROJECT NO. ED2602 - LEONARDO DA VINCI MUSEUM

SUMMARY:

Attached is an Ordinance approving an Economic Development Agreement between the City of Pueblo ("City") and Pueblo STEAM Works dba Southern Colorado Science Center dba Leonardo da Vinci Museum of North America ("Museum"), budgeting and appropriating $1,817,044 from the unencumbered fund balance of the 1992-2031 Sales and Use Tax Capital Improvement Projects Fund to Project No. ED2602 - Leonardo da Vinci Museum, and granting a variance under PMC § 14-4-85.3(c) from the funding limitation otherwise applicable under PMC § 14-4-85.3(b)(2).

PREVIOUS COUNCIL ACTION:

On February 24, 2025, City Council by Ordinance No. 10906 approved a Lease Agreement with the Museum which leases the patio area adjacent to the Pueblo Convention Center to the Museum for use as an outdoor café.

BACKGROUND:

The Museum has been working with the City, Pueblo Urban Renewal and other local partners over the last several years to bring the Leonardo da Vinci Museum to Pueblo.

The Museum will be the first and only permanent display of Leonardo da Vinci's art and machines in North America pursuant to a ten-year exclusivity agreement with the Artisans of Florence, Italy, who own the rights to the works. In addition, the Museum will house a STEAM Works interactive exhibit. The Museum has developed educational programs to supplement public and home-school curriculums on Fridays, weekends and school breaks.

The Museum is scheduled to open to the public this month. To date, the Museum has secured approximately $1.8 million in philanthropic investment to support development of the project, including planning, early infrastructure, programming, and exhibit design. The Economic Development Agreement proposed will support final-stage capital, operation, programmatic, and staffing investments necessary for a successful launch and long-term sustainability. Funds will be used for interior buildout of the café and gift shop, furnishings, technology and security systems, staffing, marketing, and expansion of the STEAM programming.

The Economic Development Agreement proposed provides for a total payment of $1,817,044. The total is broken down into two incentives. The first incentive in the amount of $885,000 is for Place Making as defined by Section 14-4-85.1(6.5). The second incentive is an Employment Incentive in the amount of $932,044 for the employment of twenty-five new primary jobs at an average annual wage of $37,000.

Because the Agreement's funding exceeds the limit in PMC § 14-4-85.3(b)(2), which caps City contributions at the lower of (a) 50% of committed annual gross salary for new employees or (b) 50% of project value as determined by Council in its sole discretion, the Ordinance grants a variance from § 14-4-85.3(b)(2) pursuant to PMC § 14-4-85.3(c). City Council determines that the project will create employment for new employees within the Colorado within and in furtherance of the Colorado Regional Tourism Act Project known as "Pueblo Professional Bull Riders University and Heritage of Heroes Project" and subject to Resolution No. 1 effective May 18, 2012, as amended to date. Thus, the variance is justified.

Further, the Museum will establish and operate an international destination-based cultural and educational attraction, producing immersive STEAM exhibits, interactive learning experiences, and year-round programming designed to attract local, regional, and out-of-state visitors along the Pueblo Riverwalk, neighboring businesses, and general downtown area. As such, the Museum will substantially benefit the public, become an economic driver for the community and region, and enhance the City's tax base.

FINANCIAL IMPLICATIONS:

If approved, the $1,817,044 will be paid out of the half cent sales tax fund. The $885,000 allocated for Place Making, together with all other Place Making, Economic Catalyst, and Economic Leakage expenditures within the calendar year 2026 today, will not exceed the fifteen percent (15%) aggregate annual cap set forth in Section 14-4-85.3(b)(9) of the Pueblo Municipal Code.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

If this Ordinance is not approved, the Economic Development Agreement will not be approved.

RECOMMENDATION:

Approve the Ordinance.

ATTACHMENTS:

None

ORDINANCE NO.

AN ORDINANCE APPROVING AN ECONOMIC DEVELOPMENT AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND PUEBLO STEAM WORKS DBA SOUTHERN COLORADO SCIENCE CENTER DBA LEONARDO DA VINCI MUSEUM OF NORTH AMERICA, A COLORADO NONPROFIT CORPORATION AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME; ESTABLISHING PROJECT NO. ED2602 - LEONARDO DA VINCI MUSEUM; AND BUDGETING AND APPROPRIATING $1,817,044 FROM THE UNENCUMBERED FUND BALANCE OF THE 1992-2031 SALES AND USE TAX CAPITAL IMPROVEMENT PROJECTS FUND TO PROJECT NO. ED2602 - LEONARDO DA VINCI MUSEUM

WHEREAS, the City collects a one-half-percent sales and use tax dedicated to primary-job-creating capital improvement projects within the City and the Pueblo Memorial Airport boundaries, with revenues deposited into the 1992-2031 Sales and Use Tax Capital Improvement Projects Fund (the "Fund"), most recently extended by voter-approved Ordinance No. 11001, effective November 5, 2025;

WHEREAS, the criteria, standards, and procedures for appropriation and expenditure of Fund revenues are codified in Chapter 4 of Title XIV of the Pueblo Municipal Code ("PMC"), as amended, including most recently by Ordinance No. 11125, effective February 24, 2026 (the "Criteria"); and

WHEREAS, on April 8, 2026, the Museum submitted an application to the City, which included a Project Narrative, a Strategic Business Plan dated July 31, 2024, and a Projected Economic Impact Analysis, requesting an economic development incentive in the amount of $1,817,044 from the Fund to assist with the completion of The Leonardo da Vinci Museum of North America; and

WHEREAS, the Museum will establish and operate an international destination-based cultural and educational attraction, producing immersive STEAM exhibits, interactive learning experiences, and year-round programming designed to attract local, regional, and out-of-state visitors along the Pueblo Riverwalk, neighboring businesses, general downtown area; and

WHEREAS, by Resolution No. 1 effective May 18, 2012, the Colorado Economic Development Commission approved the dedication of state sales tax increment revenue to the "Pueblo Professional Bull Riders University and Heritage of Heroes Project" under the Colorado Regional Tourism Act, C.R.S. §§ 24-46-301 *et seq.,* and the Museum is located within the Regional Tourisms Zone described in Exhibit A to said Resolution No. 1 and furthers the cultural tourism objectives of that Project, including the attraction of out-of-state visitors to downtown Pueblo and the Historic Arkansas Riverwalk; and

WHEREAS, City Council, having reviewed the Museum's application materials, finds under PMC § 14-4-85.3(b)(1) that the project described therein is not speculative and that the Museum has demonstrated the financial ability and experience necessary to complete and operate the project; and

WHEREAS, City Council finds under PMC § 14-4-85.3(b)(4) that the Museum's location and operations are consistent with the City's long-range planning by drawing visitors to the Pueblo Riverwalk corridor with a year-round cultural tourism attraction; and

WHEREAS, City Council finds the Museum will substantially benefit the public, become an economic driver for the community and region, and enhance the City's tax base warranting a variance to the requirements of section 14-4-85.3(b)(2); and

WHEREAS, City Council finds that the Museum does not substantially compete with any existing activity or business within the City because the international nature, breadth, and scope of this project is unlike and distinct from any other museum currently existing in Pueblo; and

WHEREAS, City Council finds, in its sole discretion under PMC § 14-4-85.3(c), that the creation by the Museum of twenty-five (25) new full-time-equivalent primary jobs at an average annual wage of $37,000 within the Regional Tourism Zone and which will substantially benefit the public, become an economic driver for the community and region, and enhance the City's tax base, justifies the expenditure of $932,044 which deviates from the limit otherwise applicable under PMC § 14-4-85.3(b)(2), and thus, grants a variance from PMC § 14-4-85.3(b)(2); and

WHEREAS, City Council further finds that the Museum falls within the definition of Place Making pursuant to PMC §14-4-85.1(6.5) and therefore, qualifies for funds pursuant to PMC §14-4-85.5(a)(1) and the amount of the incentive to be paid to the Museum will not exceed the fifteen percent (15%) aggregate annual cap set forth in PMC §14-4-85.3(b)(9); and

WHEREAS, while PMC § 14-4-85.3(b), § 14-4-85.3(c), and § 14-4-85.9(a) contemplate Council approval by resolution, approval of the underlying Agreement is required to be by ordinance under Charter § 3-9, and Council intends this Ordinance to constitute the approval contemplated by the foregoing PMC sections, having satisfied the procedural requirements of ordinance adoption.

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

SECTION 1.

The Economic Development Agreement ("Agreement"), between the City of Pueblo, a Colorado municipal corporation, and Pueblo STEAM Works dba Southern Colorado Science Center dba Leonardo da Vinci Museum of North America, a Colorado nonprofit corporation, having been approved as to form by the City Attorney is hereby approved. The Mayor is authorized to execute and deliver the Agreement in the name of the City and the City Clerk is directed to affix the seal of the City thereto and attest same.

SECTION 2.

A variance from the requirements of PMC § 14-4-85.3(b)(2) is hereby granted in accordance with PMC § 14-4-85.3(c), on the grounds set forth in the recitals above, namely that the creation by the Museum of twenty-five (25) new full-time-equivalent primary jobs at an average annual wage of $37,000 within the Regional Tourism Zone and which will substantially benefit the public, become an economic driver for the community and region, and enhance the City's tax base, justifies the expenditure of $932,044 which deviates from the limit otherwise applicable under PMC § 14-4-85.3(b)(2).

SECTION 3.

Funds in the amount of One Million Eight Hundred Seventeen Thousand Forty-Four

Dollars ($1,817,044.00) are hereby budgeted and appropriated, and authorized to be transferred, expended, and made available out of the 1992-2031 Sales and Use Tax Capital Improvement Projects Fund for the purposes described in the Agreement, comprising $885,000 for Place Making and $932,044 for the Employment Incentive.

SECTION 4.

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

SECTION 5.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on June 08, 2026.

Final adoption of Ordinance by City Council on June 22, 2026.

_____
President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

_____
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

_____

City Clerk

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Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: June 22, 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 AMENDING SECTION 11-1-406 OF THE PUEBLO MUNICIPAL CODE TO CLASSIFY TRESPASS AND TO MAKE TRESPASS TO A DWELLING OR A VACANT BUILDING A CLASS 1 MUNICIPAL OFFENSE

SUMMARY:

This proposed Ordinance amends Section 11-1-406 of the Pueblo Municipal Code to classify the offense of trespass according to the type of premises entered. Trespass remains a Class 2 municipal offense in general, becomes a Class 1 municipal offense when the premises is a dwelling, and becomes a Class 1 municipal offense for which the penalty is limited to the maximum penalty for a petty offense under state law when the premises is a vacant building. The Ordinance also adds definitions of dwelling and vacant building and revises the definition of premises so that the enhanced classifications reach only unoccupied structures.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

This Ordinance is proposed at the request of the Mayor and the Police Chief in response to a recurring pattern of unauthorized entry into vacant structures within the City, which has been accompanied by an increase in fires and property damage to those structures. The Pueblo County Detention Center has agreed to accept the intake of arrestees charged with certain Class 1 municipal offenses, which makes a custodial enforcement response available where it previously was not.

Section 11-1-406 currently classifies all trespass as a Class 2 municipal offense. Under Section 11-1-103(c) of the Pueblo Municipal Code, a Class 2 municipal offense authorizes a fine but no term of imprisonment, and therefore does not support detention upon arrest. The proposed amendment replaces that single classification with graduated

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classifications keyed to the type of premises entered.

The classifications are calibrated to comply with the Colorado Supreme Court's decision in In re People v. Camp; In re People v. Simons, 2025 CO 64 (Dec. 22, 2025), which holds that a home rule municipality may not impose a penalty exceeding the state penalty for the same conduct. Entry into a dwelling that is not inhabited or occupied corresponds to first degree criminal trespass, a class 1 misdemeanor under state law, so the Ordinance classifies that conduct as a Class 1 municipal offense, the maximum penalty for which is identical to the corresponding state penalty. Entry into a vacant building that is not a dwelling corresponds to second degree or third degree criminal trespass, both petty offenses, so the Ordinance limits the penalty for that conduct to the petty offense maximum of ten days imprisonment and a three hundred dollar fine. Entry into a dwelling that is inhabited or occupied remains a felony under state law within the jurisdiction of the district courts, and that conduct is excluded from the municipal offense.

FINANCIAL IMPLICATIONS:

There are no direct financial implications for the City arising from this Ordinance. Any detention of arrestees charged under the Ordinance would occur under the City's existing intake arrangement with the Pueblo County Detention Center.

BOARD/COMMISSION RECOMMENDATION:

Not applicable.

STAKEHOLDER PROCESS:

The proposed amendment was reviewed by the Pueblo Municipal Court and the City Attorney's Office.

ALTERNATIVES:

If this Ordinance is not approved, trespass will remain a Class 2 municipal offense in all cases. That classification authorizes a fine but no term of imprisonment, so the Police Department will continue to lack a custodial enforcement tool for trespass into dwellings and vacant buildings, and detention upon arrest will not be available for that conduct.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. Ordinance

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ORDINANCE NO. 11201

AN ORDINANCE AMENDING SECTION 11-1-406 OF THE PUEBLO MUNICIPAL CODE TO CLASSIFY TRESPASS AND TO MAKE TRESPASS TO A DWELLING OR A VACANT BUILDING A CLASS 1 MUNICIPAL OFFENSE

WHEREAS, the City of Pueblo is a home rule municipality organized and existing under Article XX of the Colorado Constitution, which vests in home rule municipalities plenary authority over matters of local concern, including the definition, classification, and punishment of municipal offenses; and

WHEREAS, the Pueblo Police Department has identified a recurring pattern of trespass into vacant buildings within the City of Pueblo that has been accompanied by an increase in fires and property damage to those buildings; and

WHEREAS, vacant buildings present a heightened risk of fire damage, structural collapse, and harm to first responders and adjacent property owners when unauthorized persons gain entry; and

WHEREAS, Section 11-1-406 of the Pueblo Municipal Code currently classifies all trespass as a Class 2 municipal offense, which under Section 11-1-103(c) of the Pueblo Municipal Code does not authorize a term of imprisonment and therefore does not permit detention upon arrest; and

WHEREAS, the Pueblo County Detention Center accepts intake of arrestees charged with Class 1 municipal offenses, which under Section 11-1-103(b) of the Pueblo Municipal Code authorizes imprisonment for not more than three hundred sixty-four (364) days; and

WHEREAS, Colorado law classifies the knowing and unlawful entry into a dwelling of another that is not inhabited or occupied as first degree criminal trespass under C.R.S. § 18-4-502(1)(a), a class 1 misdemeanor for which C.R.S. § 18-1.3-501(1)(a.5) authorizes a maximum penalty of three hundred sixty-four (364) days imprisonment and a fine of one thousand dollars ($1,000), classifies the unlawful entry upon other enclosed or posted premises as second degree or third degree criminal trespass under C.R.S. §§ 18-4-503 and 18-4-504, petty offenses for which C.R.S. § 18-1.3-503(1.5) authorizes a maximum penalty of ten (10) days imprisonment and a fine of three hundred dollars ($300), and classifies the entry into a dwelling that is inhabited or occupied as a class 6 felony under C.R.S. § 18-4-502(2)(a) within the jurisdiction of the district courts; and

WHEREAS, the Colorado Supreme Court held in *In re People v. Camp; In re People v. Simons*, 2025 CO 64 (Dec. 22, 2025), that when a municipal ordinance and a state statute prohibit identical conduct, the municipal penalties for such conduct may not exceed the corresponding state penalties the maximum penalty for a Class 1 municipal offense under Section 11-1-103(b) of the Pueblo Municipal Code is identical to the maximum penalty authorized for a class 1 misdemeanor under C.R.S. § 18-1.3-

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501(1)(a.5), and the penalty for trespass to a vacant building is limited herein so as not to exceed the maximum penalty for the corresponding petty offense; and

WHEREAS, the City Council finds that classifying trespass to a dwelling and trespass to a vacant building as Class 1 municipal offenses, with the penalty for trespass to a vacant building limited as set forth herein, is necessary to give the Pueblo Police Department a custodial enforcement tool calibrated to the heightened public safety risk posed by unauthorized entry into vacant structures, to deter the conduct associated with fires and property damage to those structures, and that the penalties so authorized do not exceed the corresponding state penalties for the same conduct; NOW, THEREFORE,

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

SECTION 1.

Section 11-1-406 of Chapter 1 of Title XI of the Pueblo Municipal Code is hereby amended to read as follows:

Sec. 11-1-406. - Trespass.

(a) It **[**is**]** **shall be** unlawful **[**and a Class 2 municipal offense**]** for any person to enter or remain upon the premises of another when consent to enter or remain is absent, denied or withdrawn by the owner, occupant or person having lawful control thereof.

(b) Trespass is:

(i) A Class 2 municipal offense if the premises is neither a dwelling nor a vacant building.

(ii) A Class 1 municipal offense if the premises is a dwelling.

(iii) A Class 1 municipal offense if the premises is a vacant building; provided, however, that the maximum penalty imposed for a violation of this subsection (b)(iii) shall not exceed the maximum penalty for a petty offense under C.R.S. § 18-1.3-503(1.5), or its successor provision.

(**[**b**]****c**) It shall be prima facie evidence that consent is absent, denied or withdrawn to enter or remain upon the premises of another when:

(1) Any person fails or refuses to remove himself or herself from said premises when requested to leave by the owner, occupant or person having lawful control thereof;

(2) Such premises are locked, boarded up or fenced or otherwise enclosed in a manner designed to exclude intruders; or

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(3) Such premises are not open to the public and are posted with conspicuous signs that give notice that entrance therein is forbidden. Conspicuous signs means signs that are at least one (1) square foot in size and sufficiently lighted to be clear and visible and posted in a conspicuous location.

(**[**c**]****d**) For the purpose of this Section, premises means any privately or publicly owned real property, buildings, structures and other improvements thereon, but shall not include motor vehicles or **[**dwellings**]** **a dwelling that is inhabited or occupied at the time of the offense**.

(e) For the purpose of this Section, dwelling means a building which is used, intended to be used, or usually used by a person for habitation.

(f) For the purpose of this Section, vacant building means a building or structure, other than a dwelling, that is unoccupied for active business or other lawful use and that exhibits one or more of the following: (i) doors, windows, or other openings boarded, secured, or otherwise sealed to prevent entry; (ii) utilities disconnected at the meter; (iii) the building has been posted as vacant, condemned, dangerous, or unsafe by the City or by the owner or owner's agent; (iv) the building has been placarded by the Fire Department or the Building Official; or (v) the building has been continuously unoccupied for ninety (90) days or more.

SECTION 2.

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

SECTION 3.

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

Docusign Envelope ID: A98358B4-1C09-8300-82BF-E8782E730055

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on June 8, 2026.

Final adoption of Ordinance by City Council on June 22, 2026.

DocuSigned by:
Mark Alliff
B7A4E51823AB462...
President of City Council

Action by the Mayor:

☒ Approved on 06/24/2026.

☐ 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
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City Clerk

Docusign Envelope ID: AB605998-846E-87F8-8046-4DA9D3904BF0

City Clerk's Office Item # S6

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: June 22, 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 ESTABLISHING PROJECT NO. FF2601 (FEDERAL FORFEITURE EQUIPMENT), TRANSFERRING $136,000 FROM THE UNENCUMBERED FEDERAL FORFEITURE FUND BALANCE TO PROJECT FF2601 AND BUDGETING AND APPROPRIATING $136,000 FOR USE AND BENEFIT OF THE POLICE DEPARTMENT

SUMMARY:

The proposed ordinance will allow the Police Department to use $136,000 obtained from federal forfeitures to pay for the purchase of equipment that will be used by the Investigations Bureau. The first piece of equipment that will be purchased is a trailer that will be equipped to aid detectives in hazardous material responses stemming from narcotics laboratories. The second piece of equipment that will be purchased is a new pick-up truck that will be used to transport the trailer to scenes. The last piece of equipment that will be purchased is a set of temporary storage lockers that will be used for the safekeeping of cellular telephones that are being processed as evidence in criminal investigations. Other federal forfeiture funds are used to pay for Lexipol, Narcotics Section operating costs, software subscriptions, etc.

PREVIOUS COUNCIL ACTION:

On January 25, 2021, City Council approved Ordinance Number 9870 that provided for the use of $180,000 in federal forfeiture funds. Five years have passed since the last federal forfeiture disbursement and additional federal forfeiture funds have been paid to the City during that time.

BACKGROUND:

The funds in the federal forfeiture account are confiscated funds from drug arrests. Federal guidelines stipulate that these funds are to be used for the benefit of the Police Department. They can only be used to supplement the police budget, not supplant it. The City is in receipt of these funds.

Docusign Envelope ID: AB605998-846E-87F8-8046-4DA9D3904BF0

FINANCIAL IMPLICATIONS:

The $136,000 will be used to pay for a hazardous materials response trailer, a new pick-up truck to pull the trailer, and storage lockers for cellular telephone evidence. Other federal forfeiture funds are used to pay for Lexipol, Narcotics Section operating costs, software subscriptions, etc., but are budgeted and appropriated through the annual operating budget ordinance.

BOARD/COMMISSION RECOMMENDATION:

Per the U.S. Department of Justice's *Guide to Equitable Sharing for State and Local Law Enforcement Agencies*, the local law enforcement agency is required to "establish an internal procedure to recommend expenditures from the revenue account. In many small agencies, the chief of police determines the purposes for which the funds are used. In larger agencies, committees have been formed to make recommendations for expenditures to the agency head. The agency head must authorize all expenditures from the federal sharing revenue account." Our Federal Forfeiture Committee is composed of the following members: City Council Representative, Council Member Selena Ruiz-Gomez, City Mayor, Heather Graham, Chief of Police, Chris Noeller, and District Attorney, Kala Beauvais. The committee met on May 26, 2026 and concurs on the expenditures outlined in the Ordinance.

STAKEHOLDER PROCESS:

Not Applicable.

ALTERNATIVES:

Council could decline to appropriate these funds; in which case the funds would remain in the Federal Forfeiture Account. However, the equipment needs identified by the Investigations Bureau would go unmet.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. Background -- 2026 Federal Forfeiture Project
2. Ordinance -- 2026 Federal Forfeiture Project
3. Federal Forfeiture Minutes (May 26, 2026)

Docusign Envelope ID: AB605998-846E-87F8-8046-4DA9D3904BF0

ORDINANCE NO. 11202

AN ORDINANCE ESTABLISHING PROJECT NO. FF2601 (FEDERAL FORFEITURE EQUIPMENT), TRANSFERRING $136,000 FROM THE UNENCUMBERED FEDERAL FORFEITURE FUND BALANCE TO PROJECT FF2601 AND BUDGETING AND APPROPRIATING $136,000 FOR USE AND BENEFIT OF THE POLICE DEPARTMENT

WHEREAS, funds are available in the Federal Forfeiture Account for the use and benefit of the Police Department; and

WHEREAS, the Police Department is in need of certain items to maintain the safety and efficiency of its officers; and

WHEREAS, the committee on disposition of forfeited property has approved such use of funds; NOW, THEREFORE,

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

SECTION 1.

Funds in the total amount of $136,000 are hereby budgeted and appropriated out of the Federal Forfeiture Funds for the use and benefit of the Police Department.

SECTION 2.

Project No. FF2601 is hereby established and the amount of $136,000 is authorized to be expended therefrom.

SECTION 3.

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

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 June 08, 2026.

Final adoption of Ordinance by City Council on June 22, 2026.

DocuSigned by:
Mark Aliff
B7A4F51823AB402...
President of City Council

Docusign Envelope ID: AB605998-846E-87F8-8046-4DA9D3904BF0

Action by the Mayor:

☒ Approved on 06/24/2026.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

Signed by:
Heather Graham
3A85950B7BCA402...
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
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City Clerk

FEDERAL FORFEITURE COMMITTEE MEETING MINUTES
MAY 26, 2026
12:00pm

A meeting of the Federal Forfeiture Committee was conducted via a ZOOM conference call at 12:00 pm on Tuesday, May 26, 2026. The meeting was called to approve a budget to utilize Federal Forfeiture funds by the Pueblo Police Department.

PRESENT: Kala Beauvais, District Attorney; Selena Ruiz-Gomez, City Council Representative; Heather Graham, City Mayor; Chris Noeller, Chief of Police; Kenny Rider, Deputy Chief of Police Investigations Bureau; Capt. Gabe Maldonado, Special Investigations; Sgt. Joe Cardona, Criminal Investigations; Micaela Leffler, Police Department Crime Analyst; and Alisa Boerhave, Police Administrative Tech. The voting members in attendance are the Pueblo District Attorney, the Pueblo City Council Representative, the Pueblo City Mayor, and the Chief of Police.

Deputy Chief Rider welcomed everyone and explained our last Federal Forfeiture Committee Meeting was on December 28, 2020. The Police Department has not requested use of the Federal Forfeiture funds since then. The minutes from the 2020 meeting were sent to everyone. However, this last meeting was almost six years ago and we have a completely new Federal Forfeiture Committee, so Deputy Chief Rider will not ask for approval of those minutes from December 28, 2020. Deputy Chief Rider stated that the funds allocated in the 2020 meeting for the Glock handguns have all been spent.

Deputy Chief Rider explained a background and ordinance has already been prepared for the use of these Federal Forfeiture funds. Finance has reviewed and approved the ordinance and provided a project number. There is currently $773,036.43 in the Federal Forfeiture account. We are requesting to spend $136,000 for one project that has two sub-projects. Deputy Chief Rider has requested Capt. Maldonado and Sgt. Cardona to be present to explain the two sub-projects.

The first part of the project is for $120,000 in Special Investigations. Capt. Gabe Maldonado will explain the reason and costs. Capt. Maldonado explained he took over Special Investigation in Aug 2025. We have been involved in some multi-agency operations and have discovered some deficiencies in our vehicles inventory. We have a 2013 Dodge Ram that requires a new engine; a 2006 Ford Freestar that has been out of service for some time; and a 1991 Ford Ambulance that we used for hazmat clean up. The ambulance is operational but has limited range and multiple leaks. We also have six (6) undercover vehicles that do not have lights and sirens. We cannot use the undercover vehicles in a proactive manner.

Having a truck and trailer instead of the ambulance would work better. We can use the truck for daily operations and use the trailer when hazmat cleanup is required. Fentanyl (hazmat) cleanup has become more common. We can outfit the trailer with cabinets, storage containers and other necessary equipment. We will also need lights and sirens for the undercover vehicles. A couple months back, Tom Cummings found a 4x4 F150 Supercab for $45,000. That cost made have changed in the past few months. Capt. Maldonado asked if anyone had any questions. None were posed.

Sgt. Joe Cardona of Criminal Investigations explained the second part of the project. Lately we have discovered some issues with our discovery process. We need to acquire some

cabinets/lockers for evidence storage. Sgt. Cardona explained the process of cell phone evidence. We seize a cell phone for evidence and place it in a static shield bag. We then have to get a warrant before processing the cell phone. This can cause problems with the evidence. We need to block any form of connection to the cell phone so that remote alterations can't be made to the cell phone. We currently do not have enough bags to cover the amount of cell phones coming in for processing. This exposes the Police Dept to vulnerability in the chain-of-evidence process. We need to acquire a "block box lab" that will block all radio frequencies to the cell phone or laptop.

We would like to get two (2) "Locker Blockers" to prevent this remote access to modify the cell phone content. We would also like to get more Faraday bags, which are evidence bags to store cell phones/laptops. Having these items will insure a continuous loop of evidence from the crime scene to the discovery process.

Deputy Chief Rider said the quote for the Locker Blocks and Faraday bags is $15,732.23. We are asking for $16,000 in case costs increased since the quote was made. The $120,000 for Special Investigations and $16,000 for Criminal Investigations is how we reach the $136,000 we are requesting from the Federal Forfeiture funds.

Deputy Chief Rider asked if anyone had any questions. District Attorney Beauvais asked how many phones can fit in a locker. Sgt. Cardona explained that seven (7) phones can go into each locker. One of the lockers would be in evidence for officers to place seized phones. The other locker will be in the digital forensic lab where Sgt. Cardona can process the phone. Sometimes it can take years to gain access to a cell phone. District Attorney Beauvais asked if two (2) lockers will be enough. Sgt. Cardona thinks two (2) is good.

Councilwoman Selena Ruiz-Gomez asked where these Federal Forfeiture funds come from. Chief Noeller explained that they come from Narcotic trafficking cases and Task Force seizures in drug cases. This does not come from the General fund. Deputy Chief Rider explained that Finance keeps these funds in a separate account.

Deputy Chief Rider asked if there were any further questions. None were posed.

District Attorney Beauvais made the motion to approve the use of the Federal Forfeiture funds and Mayor Graham seconded. The motioned was approved unanimously.

The meeting was adjourned at 12:16pm. The next meeting date and time have yet to be determined and will be announced.

Alisa Boerhave

Alisa Boerhave
Administrative Tech
Pueblo Police Department

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City Clerk's Office Item # S7

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: June 22, 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, BUDGETING AND APPROPRIATING INSURANCE PROCEEDS IN THE AMOUNT OF $444,857 INTO CAPITAL PROJECT NO. CI2513 - ICE ARENA ROOF REPAIR CIRSA, AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $369,857.00 TO L.E. ROOFING, LLC, FOR ACCOUNT PROJECT NO. 26-023 ROOF RETROFIT PROJECT - PUEBLO ICE ARENA, SETTING FORTH $75,000.00 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

This Ordinance transfers, budgets and appropriates insurance proceeds in the amount of $444,857.00 into Capital Project No. CI2513 - Ice Arena Roof Repair CIRSA, and awards a construction contract in the amount of $369,857.00 to L.E. Roofing, Inc, for Account Project No. 26-023 Roof Retrofit Project - Pueblo Ice Arena and sets forth $75,000.00 for contingencies.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

This project will consist of retrofitting the existing roof at the Pueblo Ice Arena.

The roof on the Ice Arena has sustained hail impact damage requiring replacement.

Based on the City of Pueblo's adopted 2021 Codes, Secton 705.2.1 of the IEBC, Sections 1512.2.1 and 1512.2.1.1 of the IBC and Section 503.1.1 of the IECC all allow for a recover of the existing roof system.

Any remaining funds will be transferred back into the self-insurance fund.

Docusign Envelope ID: 1C9E6D2F-7EB3-820A-81B3-F9D0EA77F9E9

FINANCIAL IMPLICATIONS:

Funds in the amount of $444,857.00 will be transferred, budgeted and appropriated from insurance proceeds to Capital Project No. CI2513.

Funding in the amount of $444,857.00 for contract and contingencies shall be paid from CI2513.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Denial of this Ordinance will cancel the project.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. 26-023 Updated Bid Summary

Docusign Envelope ID: 1C9E6D2F-7EB3-820A-81B3-F9D0EA77F9E9

ORDINANCE NO. 11203

AN ORDINANCE TRANSFERRING, BUDGETING AND APPROPRIATING INSURANCE PROCEEDS IN THE AMOUNT OF $444,857 INTO CAPITAL PROJECT NO. CI2513 - ICE ARENA ROOF REPAIR CIRSA, AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $369,857.00 TO L.E. ROOFING, LLC, FOR ACCOUNT PROJECT NO. 26-023 ROOF RETROFIT PROJECT - PUEBLO ICE ARENA, SETTING FORTH $75,000.00 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, on June 21, 2023, the Pueblo Ice Arena building experienced damage from a major hailstorm; and

WHEREAS, the City will receive proceeds from the insurance company for the costs of repairing such damage; and

WHEREAS, competitive bids for Account Project No. 26-023 Roof Retrofit Project - Pueblo Ice Arena project have been received and examined; and

WHEREAS, the proposal of L.E. Roofing, Inc., was the lowest of those bids determined to be responsive, and the Committee of Awards recommends to the City Council that it authorize Account Project No. 26-023 Roof Retrofit Project - Pueblo Ice Arena Project to be performed; NOW THEREFORE,

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

SECTION 1.

Upon receipt, insurance proceeds in the amount of $444,857.00 shall be budgeted, appropriated, and transferred into Capital Project No. CI2513 - Ice Arena Roof Repair CIRSA from the Self Insurance Fund

SECTION 2.

The City Council authorizes Account Project No. 26-023 Roof Retrofit Project - Pueblo Ice Arena Project, to be performed, and the contract for said project is hereby awarded to L.E. Roofing, Inc., in the amount of $369,857.00.

SECTION 3.

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

Contingencies and Additional Work…….$75,000.00

SECTION 4.

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

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SECTION 5.

Funds for Account Project No. 26-023 in the amount of $444,857.00 shall be from Capital Project No. CI2513 - Ice Arena Roof Repair CIRSA.

SECTION 6.

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 7.

This Ordinance shall become effective immediately upon passage and approval.

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on June 08, 2026.

Final adoption of Ordinance by City Council on June 22, 2026.

DocuSigned by:
Mark Aliff
B7A4F51823AB402...
President of City Council

Action by the Mayor:

☒ Approved on 06/24/2026.

☐ 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
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City Clerk

City of Pueblo
Purchasing
Teresa May Burns, Director
230 S. Mechanic St., Pueblo, CO 81003

UPDATED EVALUATION TABULATION

IFB No. 26-023

Roof Retrofit Project - Pueblo Ice Arena

RESPONSE DEADLINE: April 29, 2026 at 10:00 am

Report Generated: Tuesday, May 5, 2026

SELECTED VENDOR TOTALS

Vendor	Total
L.E. ROOFING LLC	$369,857.00
Colorado Front Range Roofing	$385,693.77
Central States Roofing Company	$523,967.00
Monument Roofing of Colorado a Tecta America Company, LLC	$554,194.00
Colorado Moisture Control, Inc.	$608,260.00
Trafton Roofing	$644,399.00
Superior Roofing, Inc.	$651,445.00
7 Summits Roofing	$666,963.00

Note: 1 bidder has been excluded as non-responsive

Base Bid - Thermoplastic Membrane Roof System				7 Summits Roofing	Central States Roofing Company	Colorado Front Range Roofing	Colorado Moisture Control, Inc.	L.E. ROOFING LLC	Monument Roofing of Colorado a Tecta America Company, LLC	Superior Roofing, Inc.	Trafton Roofing
Line Item	Description	Quantity	Unit of Measure	Total	Total	Total	Total	Total	Total	Total	Total
1	Install New Thermoplastic Membrane Roof System	1	Lump Sum	$666,963.00	$523,967.00	$385,693.77	$608,260.00	$369,857.00	$554,194.00	$651,445.00	$644,399.00
Total				$666,963.00	$523,967.00	$385,693.77	$608,260.00	$369,857.00	$554,194.00	$651,445.00	$644,399.00

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City Clerk's Office Item # S8

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: June 22, 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 DESIGNATING 515 W NORTHERN AVE, IANNE'S PIZZERIA, AS A LOCAL HISTORIC LANDMARK

SUMMARY:

The applicant is requesting to designate 515 W Northern Ave, Ianne's Pizzeria, as a local landmark.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The property owners of 515 W. Northern Ave., the site of Ianne's Pizzeria, are requesting the designation of their property as a Local Historic Landmark. Their application narrative proposes that the site is eligible to be designated as a landmark under criteria 1A, Special historic interest or importance, more specifically, Iane's Pizza has significant character, interest, or value as part of the development, heritage, or cultural characteristics of the City. In summary, the application claims that the pizzeria was the first to introduce pizza to Pueblo and that it was one of the first to utilize the "take-out" restaurant structure. The pizzeria is located in the Bessemer neighborhood, and the application cites that it served workers from the nearby CF&I Steel Mill, neighborhood residents, and the surrounding Pueblo community. It also notes that the restaurant has been owned by three generations of the Ianne family since its inception in 1945 under its original name, the Bessemer Drive-In.

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

Docusign Envelope ID: C9973C9F-06A4-890D-82BA-5343A88337A9

The Historic Preservation Commission, at their April 15, 2026 Regular Meeting, voted 7-0 to recommend approval.

The Planning and Zoning Commission, at their May 13, 2026 Regular Meeting, voted 7-0 to recommend approval.

STAKEHOLDER PROCESS:

The application was reviewed at a public hearing held by the Pueblo Historic Preservation Commission on April 15, 2026. The hearing was noticed in the Pueblo Chieftain and a public notice poster was displayed on the site 14 days before the hearing date.

The application was also reviewed by the City of Pueblo Planning and Zoning Commission at their May 13, 2026 meeting.

ALTERNATIVES:

If City Council does not approve this Ordinance, 515 W Northern Ave will not be designated as a Local Historic Landmark.

Upon request of City Council, the Ordinance could be returned to the Historic Preservation Commission and the Planning and Zoning Commission for consideration of proposed modifications.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. HPC-26-01 Attachments

Docusign Envelope ID: C9973C9F-06A4-890D-82BA-5343A88337A9

ORDINANCE NO. 11204

AN ORDINANCE DESIGNATING 515 W NORTHERN AVE, IANNE'S PIZZERIA, AS A LOCAL HISTORIC LANDMARK

WHEREAS, the City of Pueblo's Historic Preservation Code, Chapter 14, Title IV, states that the City shall identify, designate, and preserve those buildings, objects, monuments, structures and sites which reflect outstanding elements of the community's architectural and cultural heritage; and,

WHEREAS, the present application was initiated by the applicant, Wendy Raso, and the City's Historic Preservation Commission has reviewed the application for designation of 515 W Northern Ave, Ianne's Pizzeria, as a Local Historic Landmark and has recommended to the Planning and Zoning Commission the designation of this resource; and,

WHEREAS, the City Planning and Zoning Commission has reviewed the Historic Preservation Commission's recommendation and the designation application and submitted its recommendation for the landmark designation to Council; NOW, THEREFORE,

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

SECTION 1.

The City Council finds and determines that 515 W Northern Ave, Pueblo, Colorado, has special historic importance as part of the development, heritage, and culture of Pueblo, thus qualifying under landmark criteria 1A as defined in the Pueblo Historic Preservation Code Section 4-14-8.

SECTION 2.

The City Council hereby designates 515 W Northern Ave, Ianne's Pizzeria, as a local Pueblo Historic Landmark, subject to the benefits, obligations, and restrictions resulting from such designation as described in Chapter 14, Title IV of the Pueblo Municipal Code.

SECTION 3.

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

SECTION 4.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on June 08, 2026.

Final adoption of Ordinance by City Council on June 22, 2026.

DocuSigned by:
Mark Aliff
B7A4F51823AB402...
President of City Council

Docusign Envelope ID: C9973C9F-06A4-890D-82BA-5343A88337A9

Action by the Mayor:

☒ Approved on 06/24/2026.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

Signed by:
Heather Graham
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_____
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

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

P&Z Referral on HPC-26-01

May 13, 2026

TO:	City of Pueblo Planning and Zoning Commission
FROM:	Mikaylin Hackley, Planner
THROUGH:	Beritt Odom, Director of Planning and Community Development
SUBJECT:	Local Landmark Designation of 515 W. Northern Ave.
APPLICANT:	Wendy Raso
PROPERTY OWNER:	WHR Properties LLC
LOCATION:	515 W. Northern Ave., Pueblo, CO 81004

EXPLANATION OF REQUEST:

Per Sec. 4-14-8 of the Municipal Code, the Planning and Zoning Commission reviews local landmark designations with specific consideration for "any comprehensive plan, zoning requirements, projected public improvements, and existing and proposed renewal and development plans applicable to the section of the City to be affected by the designation or amendment of a designation."

The Historic Preservation Commission recommended 7-0 to approve this nomination of a local historic landmark at their regular April 15, 2026 meeting based on criteria 1A of the local landmarking criteria, determining that the site has distinctive character and special historic importance to Pueblo's cultural, social, and commercial history.

APPLICABLE STANDARDS PER PMC SEC. 4-14-8:

"(g) Within fifteen (15) days after making a recommendation to approve, HPC shall transmit its written recommendation to the Planning and Zoning Commission including the findings of fact which constitute the basis for HPC recommendation. The Planning and Zoning Commission shall without public hearing review HPC's recommendation and the designation application at its next available meeting and submit its recommendations thereon to Council. All recommendations of the Planning and Zoning Commission shall be made taking into consideration any ***comprehensive plan, zoning requirements, projected public improvements, and existing and proposed renewal and development plans*** applicable to the section of the City to be affected by the designation or amendment of a designation."

Comprehensive Plan

Ianne's Pizzeria is designated as Neighborhood Mixed-Use by the 2022 Pueblo Regional Comprehensive Plan. According to the Comp Plan, Neighborhood Mixed-Use areas should accommodate small-scale retail activity and local businesses. Ianne's Pizzeria is a small-scale neighborhood restaurant that has served the community for approximately 81 years. Therefore, Ianne's conforms with the Neighborhood Mixed-Use Future Land Use Designation.

Additionally, the Regional Goals and Policies section of the Comprehensive Plan addresses historic preservation efforts in the City. Policy 4.1.3, Inventory of Cultural Resources, encourages the expansion of the Pueblo Inventory of Cultural Resources, and the measurer of success on page 54 encourages an increasing trend in local landmarks. Thus, landmarking Ianne's Pizzeria directly addresses this policy in the Pueblo Regional Comprehensive Plan with respect to planning and historic preservation.

Zoning Requirements

The subject property is located in a Central Business (B-4) Zone District. Restaurants are a use-by-right in B-4 zone districts, and the stated purpose of the B-4 district is "to provide areas for the location of business and other central services required by the region at large." Thus, landmarking the site as a commercial restaurant is compliant with the B-4 Zone District.

Projected Public Improvements

No current public improvement plans would be prevented by the landmarking of this property. If designated, the site would be regulated by the Historic Preservation Commission Standards of Appropriateness and Demolition Standards and Title 4 of the Pueblo Municipal Code. This means that any extensive remodeling of the exterior of the building would require a Certificate of Appropriateness, and the site could not be demolished without a Certificate of Demolition, both issued by the Historic Preservation Commission.

Existing or Proposed Renewal and Development Plans

The site is located in the Colorado Smelter Urban Renewal Project Area.

COMMISSION ACTION:

If the Planning and Zoning Commission makes the necessary findings as described in Sec. 4-14-8 of the Pueblo Municipal code, a recommendation of approval should be forwarded to City Council for final approval of the Local Landmark designation.

ATTACHMENTS:

A. HPC-26-01 Packet (as presented to Historic Preservation Commission)
B. HPC Minutes from April 15, 2026

Anthony Perko
Chair

Jan Schraner
Vice Chair

Sandra Morrison
Secretary

city of PUEBLO colorado
Historic Preservation Commission

George Koncilja

Mark Guerrero

Guy Chabot

Christina Trujillo

HPC-26-01

April 15, 2026

TO:	City of Pueblo Historic Preservation Commission
FROM:	Mikaylin Hackley, Planner
THROUGH:	Beritt Odom, Director of Planning and Community Development
SUBJECT:	Local Landmark Designation of 515 W. Northern Ave.
APPLICANT:	Wendy Raso
PROPERTY OWNER:	WHR Properties LLC
LOCATION:	515 W. Northern Ave., Pueblo, CO 81004

EXPLANATION OF REQUEST:

The property owners of 515 W. Northern Ave., the site of Ianne's Pizzeria, are requesting the designation of their property as a Local Historic Landmark. Their application narrative proposes that the site is eligible to be designated as a landmark under criteria 1A cited below. In summary, the application claims that the pizzeria was the first to introduce pizza to Pueblo and that it was one of the first to utilize the "take-out" restaurant structure. The pizzeria is located in the Bessemer neighborhood, and the application notes that it served workers from the nearby CF&I Steel Mill, neighborhood residents, and the surrounding Pueblo community. It also notes that the restaurant has been owned by three generations of the Ianne family since its inception in 1945 under its original name, the Bessemer Drive-In. Thus, the application asserts, the site meets the criteria of 1A for having distinctive character and special historic importance to Pueblo's cultural, social, and commercial history.

APPLICABLE STANDARDS PER PMC SEC. 4-14-8:

(a) A building, object, monument, structure, or site may individually be designated as a Landmark … if they have distinctive character and have:

1) Special historic or prehistoric interest or importance:

- **a. has significant character, interest, or value, as part of the development, heritage, or cultural characteristics of the City,** State or Nation; or is associated with the life of a person significant in the past; or
- b. is the site of a historic event with a significant effect upon society; or
- c. exemplifies the cultural heritage of the community; or has yielded, or may be likely to yield, important prehistoric information.

2) Special architectural, engineering or aesthetic interest or importance:

- a. portrays the environment in an era of history characterized by a distinctive architectural style; or
- b. embodies those distinguishing characteristics of an architectural-type or engineering specimen; or

c. is the work of a designer whose individual work has significantly influenced the development of the City; or
d. contains elements of design, detail, materials or craftsmanship which represent a significant innovation.

3) Special geographic interest or importance:
a. by being part of or related to a square, park or other distinctive area, which should be developed or preserved according to a plan based on a historic, cultural or architectural motif, or
b. owing to its unique location or singular physical characteristic, represents an established and familiar visual feature of the neighborhood, community, or City.

COMMISSION ACTION:

If the Historic Preservation Commission finds that the property meets the eligibility criteria 1A as described in Sec. 4-14-8 of the Pueblo Municipal code and presented in the Narrative Details, a recommendation of approval should be forwarded to the Planning and Zoning Commission for review and recommendation to City Council for final approval of the Local Landmark designation.

ATTACHMENTS:

A. Landmark Application
   1. Narrative Details
   2. Statement of Significance
   3. Research Sources
B. Public Notice photo
C. Site photos

Narrative Details:

Ianne's Pizzeria is eligible for local historic designation according to Pueblo's Historic Preservation Code Section 1A that states, "A building, object, structure or monument…has significant character, interest or value as part of the development, heritage, or cultural characteristics of the City, State or Nation due to its strong association of Pueblo's cultural, social, and commercial history."

Building specifics, 515 W. Northern Avenue:

Built in 1945 specifically for the purpose of a commercial enterprise, the 123-foot by 55-foot, one story structure consists of a kitchen, dining room, storage facilities, office, walk in refrigerator and freezer, and an asphalt parking lot along the south side of the structure adjacent to Northern Avenue.

Composed of a brick and cinderblock interior and exterior with vertical wooden siding along the front facade, Ianne's Pizzeria style of architecture is commonly found in commercial mid-century commercial buildings. "Lacking a comprehensive historical and architectural survey of Pueblo's modern resources, it is difficult to make definitive comments regarding how widespread the use of such materials was in the city at the time of construction. However, casual observation indicates Pueblo defied national trends, with most local architects and contractors favoring more traditional materials for buildings constructed between 1940 and 1982 rather than glass, steel or plastic." The building is set on 0.2 acres. The main building was added onto in 1957 and again in 1962. Although there have been some design updates to the interior, there have been no other major exterior architectural changes to the structure in more than 60 years.

There is no known architect, however, according to the current owner, many historic features within the structure remainincluding a Hobart Dough Mixer, the original mixer used by staff in 1954. The bar, stainless steel food preparation tables and walk in refrigerator and freezer were installed during the 1962 addition.

Business history and significance:

Established in 1945 by Tony and Helen Ianne, the Bessemer Drive Inn, began making and serving quickly prepared hamburgers and Italian sausage sandwiches to hungry workers from the nearby CF&I Steel Mill, neighborhood residents, and the surrounding Pueblo community making use of a radical new dining method sweeping the United States: placing the food order at a window letting the cooks know directly what food was desired rather than with a server who would then relay the message. A short time later, a server would deliver the food to the customer and it would be eaten quickly in the car rather than inside a building.

"Located along major streets, these eateries featured large parking lots designed to hold multiple cars at a time. Early (drive-in) restaurants were often small, flat-roofed, with large windows and a walk-up counter where customers could order from a relatively limited menu. Over time these facilities increasingly adopted the exaggerated roof shapes associated with Googie style architecture. Many drive-in restaurants also introduced car service, allowing diners to order from either a carhop (often on roller skates) or via a car-side speaker. All restaurants had highly visible, often neon, signage."

By decade's end, Puebloans supported nine "drive-in restaurants." One of these, The Bessemer Drive Inn, fed hundreds of hungry Puebloans from a menu consisting of hamburgers, French fries, milkshakes, Italian sausage sandwiches, fried chicken and hot dogs. With recipes reflecting local food preferences such as spicy chile peppers and Colorado raised beef, the drive in became quite profitable.

A decade later, the Ianne family, with its proud Italian roots, expanded the menu providing the first pizza menu option in Pueblo and contributed to the post–World War II evolution of ethnic dining cuisine.

Although its origins can be traced to 17th century Naples, pizza as we know it today was brought to America by Italian immigrants in the 1890s. Ingredients such as tomatoes, basil and oregano were rarely used in the Western United States except by those of Italian heritage. By the mid-1940s, veterans returning to American soil who had savored the flavors of Italy wished to revisit the combination of ingredients associated with pizza including oregano, pepperoni, basil and mozzerella cheese. Restaurateurs like the Ianne family, met the demand that quickly spread across the country.

Because many Puebloans (minus those with Italian lineage) lacked knowledge of the cheese and bready concoction, Tony and Helen would sit outside of the restaurant giving away pizza slices away as a tactical gimmick. Marketing it as "tomato pie" to those who might not understand the concept, the quick to prepare and cook food eaten with your hands proved a hit and was added to the permanent menu. The restaurant was renamed Ianne's Pizzeria in 1955 to reflect the change and the popularity of the new item on the menu.

To keep pricing affordable, the Ianne family supported other local businesses to supply the restaurant with necessary ingredients, including ground beef and pork from Franks Meat Market, hamburger buns from Schuster's Banquet Bakery and chile peppers from Mauro Farms. In 1963, pricing for a hamburger $0.37, the equivalent in 2026 of $4.16. (when adjusted for inflation.)

Continuing to keep up trends, the restaurant building physically expanded in 1957 with an addition known as the HiFi Club built on the southwest corner of the original building structure.Marketed to college students and young adults as a social club, advertising often revolved around entertainment, listening to live and recorded popular music and studying, marketing the opportunity to "study to stereophonic stimulation."

To the east of the original kitchen, "The Factory" was constructed in 1962 in which Ianne's staff made pizzas to sell to grocery stores in the frozen food section. Family memory recalls that, "(I remember) a food inspector was onsite every day as they made the pizza to sell and distribute as frozen pizzas. The idea did not take off. Can you believe it? They did not make money on that venture and eventually closed The Factory." The walk-in freezer and refrigerator installed at the time of The Factory remains and is currently used to house restaurant ingredients.

In 1970, the HiFi Club dissolved and Pinocchio's opened in its predecessor's footprint. Also marketed as a young person's social club, Pinocchio's sold 3.2% beer. Ianne's food was passed through a window in the kitchen and sold to customers enjoying the crowds of Pinocchio's. Afterwards, the space opened as The Wiz, an arcade-focused business, but closed by mid-decade.

For decades, Ianne's specialized in "take out" food either eaten in the car or taken home to eat. After retirement, Ianne's daughter and son-in-law, Rose Marie and William Nekola, became the owners and transformed the former night club space in the 1990s to a dining room while continuing to maintain the take-out operation.

For more than eight decades, the restaurant has operated continuously in the same building. Now in its third generation of ownership, the family continues to use original family recipes. As Brett Mohar, manager and great grandson of Tony and Helen, was quoted in a *Pueblo Chieftain* newspaper article in 2022, "what makes it so special is if you ordered a pizza 70 years ago and then came in today, it would taste exactly the same."

The continued operation of the business by multiple generations of the Ianne family illustrates the role of family-owned enterprises in shaping Pueblo's identity and maintaining continuity within the Bessemer neighborhood. Together, these associations establish the property's historic significance as a longstanding cultural landmark within the City of Pueblo.

Statement of Significance
In a summary paragraph, please explain, concisely, how the place is historically significant.

Founded in 1945 by Tony and Helen Ianne as the Bessemer Drive In, what is now known as Ianne's Pizzeria was the first restaurant to introduce pizza to the citizens of Pueblo. The restaurant continues to be owned and managed by the founder's descendants at its original site, is also among one of Colorado's oldest pizzerias. As a long standing cultural and culinary landmark, Ianne's Pizzeria has served generations of Puebloans reflecting our city's working-class heritage and the post-World War II evolution of local dining culture.

Research Sources:

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- Ianne family archives. Personal interviews, photographs, family lore, and email correspondence provided by Wendy Raso and Brett Mohar, February 9- March 14, 2026.
- Pitts, Gail. "All in the Family: Local Mexican and Italian Fares Keep Puebloans Coming Back for More." *Pueblo Chieftain*, November 27, 1994
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- Henson, Steve, "Extended Menu, Delivery, Keep Up Ianne's a Pueblo Tradition" *Pueblo Chieftain*, January 22, 1981.
- Ianne family archives. Personal interviews, photographs, family lore, and email correspondence provided by Wendy Raso and Brett Mohar, February 9- March 14, 2026.
- Pitts, Gail. "All in the Family: Local Mexican and Italian Fares Keep Puebloans Coming Back for More." *Pueblo Chieftain*, November 27, 1994
- R.L. Polk and Company. *Polk's Pueblo (Colorado) City Directory*, R.L. Polk and Company, Publishers. Salt Lake City, UT: [various years].
- Roper, Peter. "When Pizza Came to Pueblo." *Pueblo Chieftain.* June 27, 1997
- Pueblo County Tax Assessor 515 W NORTHERN AVE - 15-013-16-012 - Pueblo County Assessor. Accessed March 14, 2026
- Pueblo Junior College. *Pueblo College Arrow.* Volume XX Number 13, May 29, 1959.
- Siegel, Matt. *The Secret History of Food: Strange but True Stories About the Origins of Everything We Eat.* (New York, NY: Ecco Press), 2021
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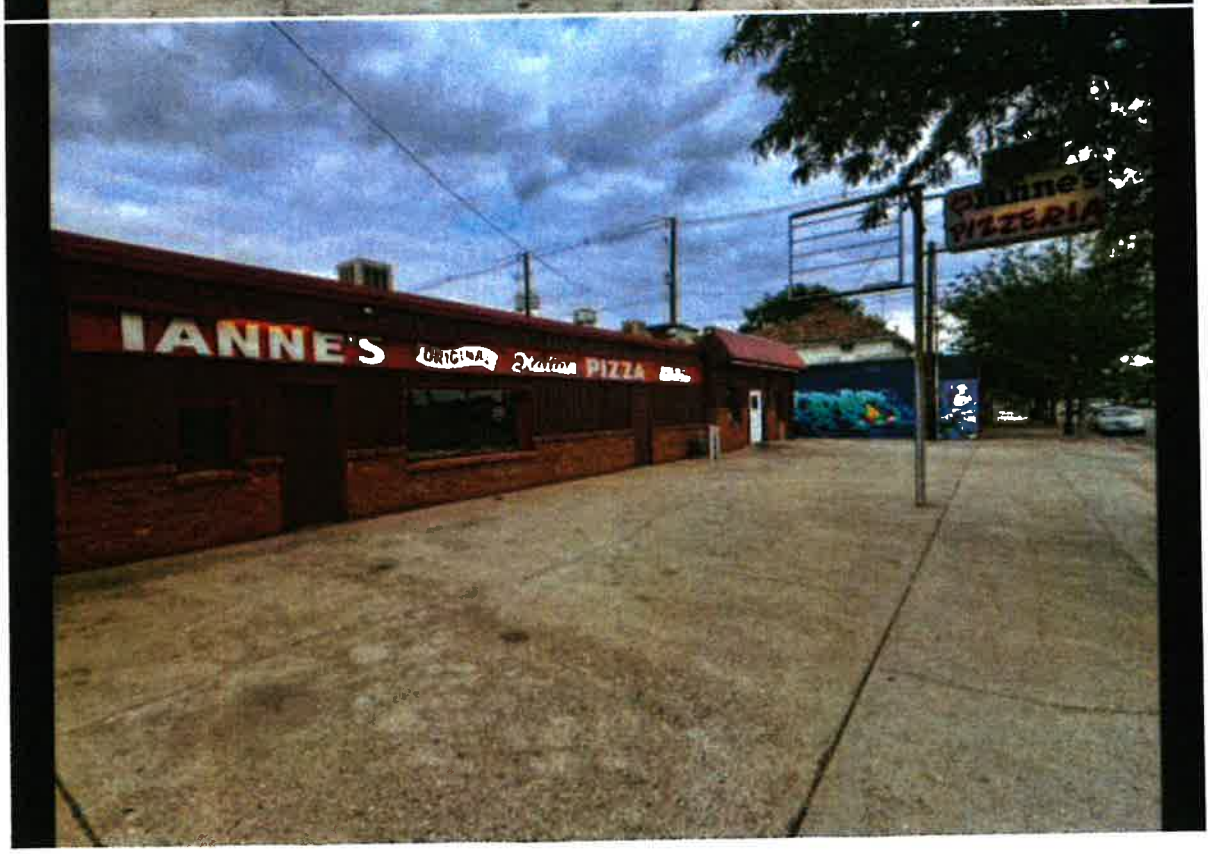
- Walker, Peter. "A Pizza History" *Pueblo Chieftain.*September 29, 2003

Exhibits B&C

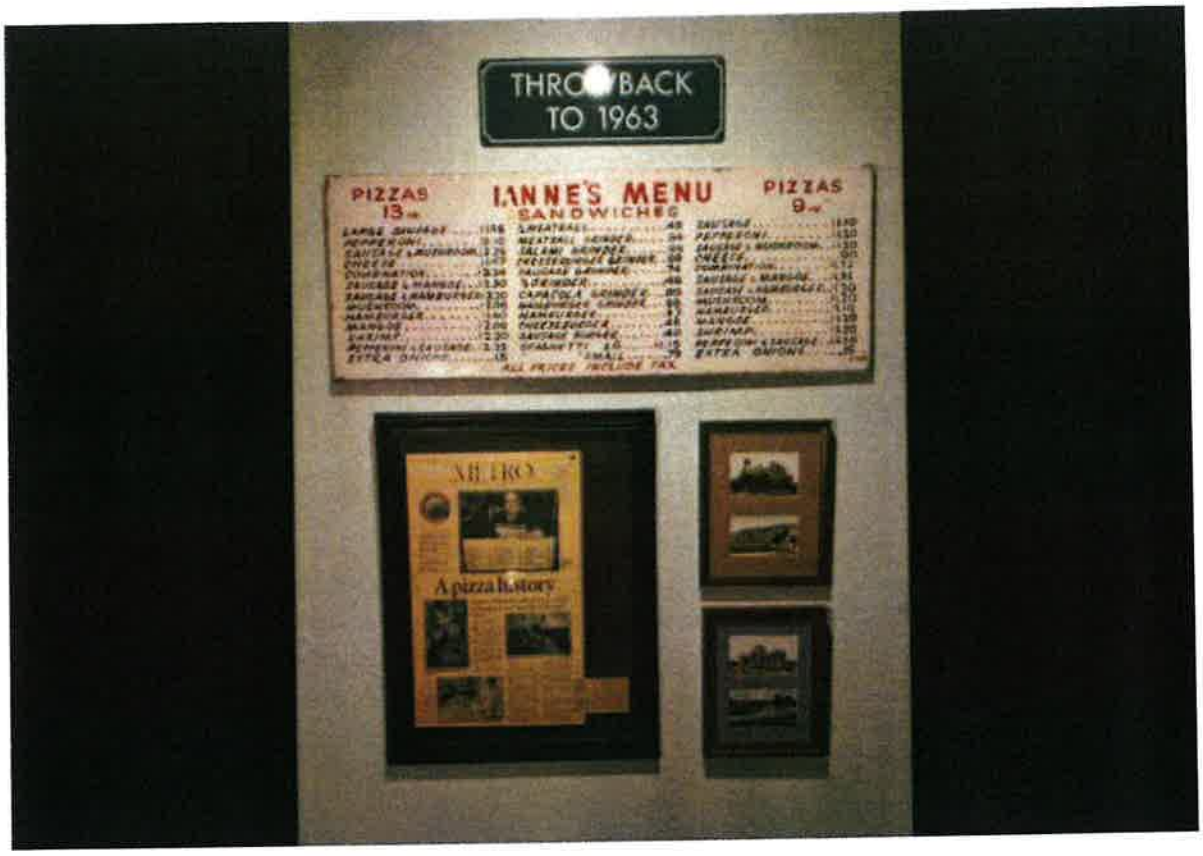
Photos provided by applicant

OUT

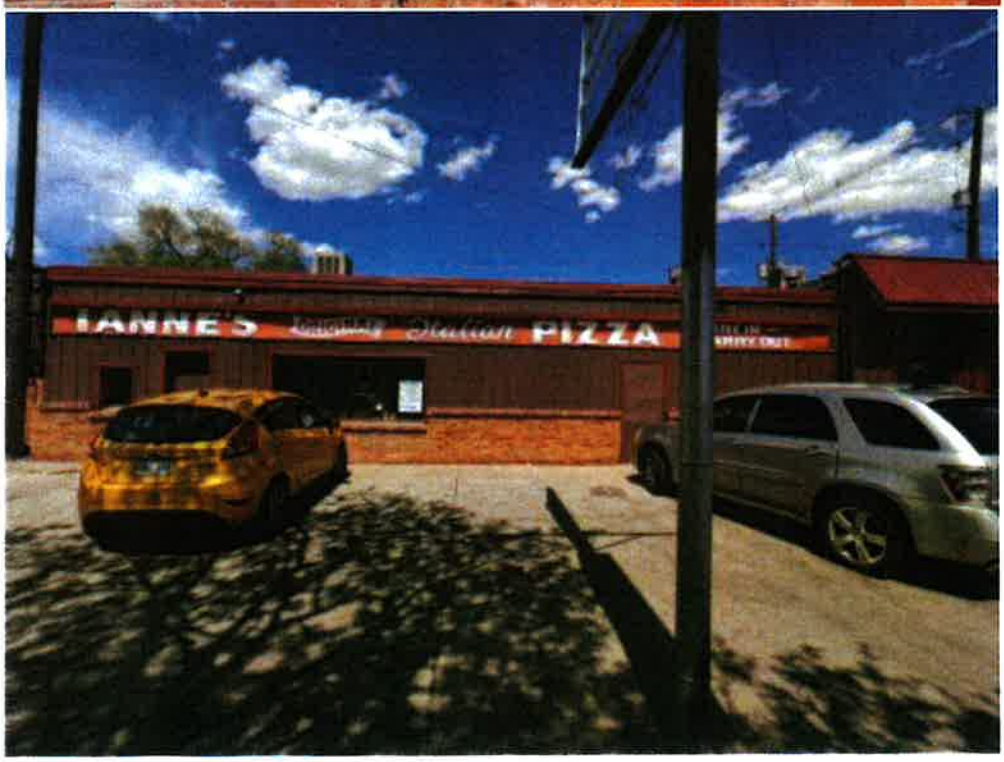

IANNE'S
PIZZA

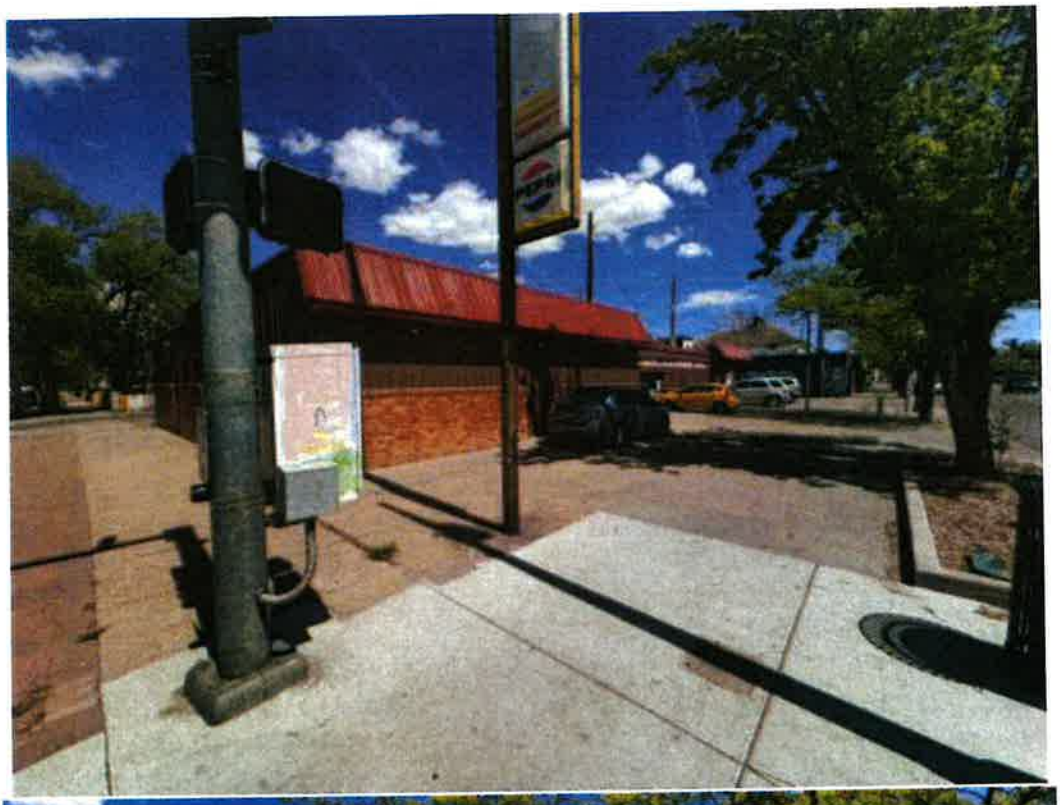
Lifestyle
When
pizza
came to Pueblo

Pueblo - Bessemer
Ianne's pizzas, grinders
are Bessemer traditions


THRO BACK
TO 1963
PIZZAS
13"
IANNE'S MENU
SANDWICHES
PIZZAS
9"
ALL PRICES INCLUDE TAX
METRO
A pizza history

Staff photos
April 9, 2026





PIZZERIA

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City Clerk's Office Item # S9

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: June 22, 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 AIRPORT INFRASTRUCTURE GRANT (AIG) GRANT AGREEMENT NO. 3-08-0046-054-2026 FOR FUNDS IN THE AMOUNT OF $285,000 AND AIRPORT IMPROVEMENT PROGRAM (AIP) GRANT AGREEMENT NO. 3-08-0046-055-2026 FOR FUNDS IN THE AMOUNT OF $119,003 FROM THE UNITED STATES OF AMERICA ACTING THROUGH THE FEDERAL AVIATION ADMINISTRATION FOR COSTS RELATED TO THE PUB TAXIWAY A SEALCOAT (PHASE 1) PROJECT AT THE PUEBLO MEMORIAL AIRPORT, BUDGETING AND APPROPRIATING $404,003 TO PROJECT NO. AP2603 – PUB TAXIWAY A SEALCOAT, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

This Ordinance will approve and accept an Airport Infrastructure Grant (AIG) grant agreement and an Airport Improvement Program (AIP) grant agreement from the United States of America acting through the Federal Aviation Administration (FAA) to provide funding for costs related to the PUB Taxiway A Sealcoat (Phase 1) project.

PREVIOUS COUNCIL ACTION:

Resolution 16263, approved March 9, 2026, established Project No. AP2603 – PUB Taxiway A Sealcoat, transferring unused funds from previous projects for grant matching.

Ordinance 11155, approved April 30, 2026, approved a sub-agreement to Dibble and Associates Consulting Engineers, Inc., for the design, bid, and construction administration.

BACKGROUND:

The Colorado Department of Transportation (CDOT) Aeronautics Division conducted a pavement condition assessment for Taxiway A, and it was determined that Taxiway A

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from Runway 35/17 to Taxiway A10 is due for sealcoat maintenance. This project is on the Capital Improvement Plan schedule for 2026, approved by both the FAA and CDOT grant funds.

The Federal Aviation Administration awarded the Pueblo Memorial Airport two separate grants that will, in total, cover 95% of project costs.

FINANCIAL IMPLICATIONS:

The total estimated project cost for PUB Taxiway A sealcoat (Phase 1) is $425,266.32. FAA AIG Grant for $285,000 will cover 71% of the obligated 95% of total project costs, and FAA AIP Grant for $119,003 will cover the remaining 29% of the obligated 95% of total project costs. CDOT's 2.5% matching funds and the City of Pueblo's 2.5% matching funds were budged and appropriated in previous ordinances.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

If this Ordinance is not approved, the grants will not be accepted from the federal government and the project will not occur.

RECOMMENDATION:

Approve the Ordinance.

ATTACHMENTS:

1. PUB-NMG-3-08-0046-055-2026-Grant Agreement
2. PUB-NMG-3-08-0046-054-2026-Grant Agreement

Docusign Envelope ID: F41725FD-9D41-81DF-802D-57D0417D5297

ORDINANCE NO. 11205

AN ORDINANCE APPROVING AND ACCEPTING AIRPORT INFRASTRUCTURE GRANT (AIG) GRANT AGREEMENT NO. 3-08-0046-054-2026 FOR FUNDS IN THE AMOUNT OF $285,000 AND AIRPORT IMPROVEMENT PROGRAM (AIP) GRANT AGREEMENT NO. 3-08-0046-055-2026 FOR FUNDS IN THE AMOUNT OF $119,003 FROM THE UNITED STATES OF AMERICA ACTING THROUGH THE FEDERAL AVIATION ADMINISTRATION FOR COSTS RELATED TO THE PUB TAXIWAY A SEALCOAT (PHASE 1) PROJECT AT THE PUEBLO MEMORIAL AIRPORT, BUDGETING AND APPROPRIATING $404,003 TO PROJECT NO. AP2603 – PUB TAXIWAY A SEALCOAT, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

WHEREAS, the City of Pueblo has received two Grant Agreements from the Federal Aviation Administration (FAA) for costs related to the Taxiway A Sealcoat (Phase 1) project; and,

WHEREAS, the funds from these grants need to be budgeted and appropriated into Project No. AP2603 – Taxiway A Sealcoat; NOW, THEREFORE

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

SECTION 1.

The Federal Aviation Administration Airport Infrastructure Grant Agreement No. 3-08-0046-054-2026 (“Grant Agreement”), a true copy of which is attached hereto and made a part hereof by reference, by and between the City of Pueblo, a Municipal Corporation, and the United States of America through the Federal Aviation Administration (“FAA”), making available $285,000.00 in federal funds for costs related to the PUB Taxiway A Sealcoat (Phase 1) project, after having been approved as to form by the City Attorney, is here by accepted and approved.

The Federal Aviation Administration Airport Improvement Program Grant Agreement No. 3-08-0046-055-2026 (“Grant Agreement”), a true copy of which is attached hereto and made a part hereof by reference, by and between the City of Pueblo, a Municipal Corporation, and the United States of America through the Federal Aviation Administration (“FAA”), making available $119,003.00 in federal funds for costs related to the PUB Taxiway A Sealcoat (Phase 1) project, after having been approved as to form by the City Attorney, is here by accepted and approved.

SECTION 2.

The Mayor is hereby authorized to execute both Grant Agreements 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 3.

Funds in the amount of $285,000.00 shall be accepted pursuant to the Grant Agreement and budgeted and appropriated to Project No. AP2603 – PUB Taxiway A Sealcoat.

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Funds in the amount of $119,003.00 shall be accepted pursuant to the Grant Agreement and budgeted and appropriated to Project No. AP2603 – PUB Taxiway A Sealcoat.

SECTION 4.

Pursuant to the Grant Agreement, the FAA 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 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.

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 June 08, 2026.

Final adoption of Ordinance by City Council on June 22, 2026.

DocuSigned by:
Mark Aliff
B7A4F51823AB462...
President of City Council

Action by the Mayor:

☑ Approved on 06/24/2026.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

Signed by:
Heather Graham
3A85950B7BCA462...
Mayor

Docusign Envelope ID: F41725FD-9D41-81DF-802D-57D0417D5297

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

U.S. Department of Transportation Federal Aviation Administration

Airports Division Northwest Mountain Region Colorado, Utah, Wyoming

Denver Airports District Office: 26805 E 68th Ave, Ste 224 Denver, CO 80249-6339

{{DateTime_es_:signer1:calc(now()):format(date," mmmm d, yyyy")}}

The Honorable Heather Graham
Mayor, City of Pueblo
1 City Hall Place
Pueblo, Colorado 81003

Dear Mayor Graham:

The Grant Offer for Airport Improvement Program (AIP) Project No. 3-08-0046-055-2026 at Pueblo Memorial Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the Grant Offer carefully.

You may not make any modification to the text, terms or conditions of the Grant Offer.

***Steps You Must Take to Enter Into Agreement*.**

To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **July 24, 2026**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

Payment. Subject to the requirements in 2 CFR § 200.305 (federal payment), each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this system.

Project Timing. The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date four (4) years from the grant

execution date). We will be monitoring your progress to ensure proper stewardship of these federal funds. We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in "inactive" status if you do not make draws on a regular basis, which will affect your ability to receive future Grant Offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

Reporting. Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31st of each year this grant is open:
  1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
  2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit FAA Form 5100-140, Performance Report within 30 days of the end of the federal fiscal year.
- For construction projects, you must submit FAA Form 5370-1, Construction Progress and Inspection Report, within 30 days of the end of each federal fiscal quarter.

Audit Requirements. As a condition of receiving federal assistance under this award, you must comply with audit requirements as established under 2 CFR Part 200. Subpart F requires non-federal entities that expend $1,000,000 or more in federal awards to conduct a single or program specific audit for that year. Note that this includes federal expenditures made under other federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

Closeout. Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

FAA Contact Information. Paulette Lugo, (303) 342-1256, paulette.lugo@faa.gov is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,

{{Sig_es_:signer1: signature}}

Jesse A. Lyman
Manager, Denver Airports District Office

U.S. Department of Transportation Federal Aviation Administration

FEDERAL AVIATION ADMINISTRATION

FY 2026

AIRPORT IMPROVEMENT PROGRAM (AIP) GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date	**{{DateTime_es_:signer1:calc(now()):format(date," mmmm d, yyyy")}}**
Airport/Planning Area	Pueblo Memorial Airport
Airport Grant Number	3-08-0046-055-2026 [Contract No. DOT-FA26NM-1077]
Unique Entity Identifier	NJK3BNUDRHJ7

TO: City of Pueblo, Colorado

(herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the sponsor has submitted to the FAA a Project Application dated January 16, 2026, for a grant of federal funds for a project at or associated with the Pueblo Memorial Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Pueblo Memorial Airport (herein called the "Project") consisting of the following:

Reseal Taxiway A, C, and D (about 29% of Total Project)

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out Title 49, United States Code (USC), Chapters 471 and 475; 49 USC §§ 40101 et seq. and 48103; Consolidated Appropriations Act, 2024 (Public Law Number (P.L.) 118-42); Consolidated Appropriations Act, 2025 (P.L. 119-4); Consolidated Appropriations Act, 2026 (P.L. 119-75); FAA Reauthorization Act of 2024 (P.L. 118-63); Infrastructure

Investment and Jobs Act of 2021 (IIJA) (P.L. 117-58) (as applicable); and the representations contained in the Project Application; and in consideration of: (a) the sponsor's adoption and ratification of the most recently published Grant Assurances; (b) the sponsor's acceptance of this offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the project, and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay (95) % of the allowable costs incurred accomplishing the Project as the United States' share of the Project.

Assistance Listings Number(s): 20.116**.**

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is $119,003.

   The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 USC § 47108(b):
   $0 for planning
   $119,003 for airport development or noise program implementation; and,
   $0 for land acquisition.

2. **Grant Performance.** This agreement is subject to the following federal award requirements:

   a. Period of Performance:

      i. Start Date: The date the recipient formally accepts this agreement and the date signed by the last signatory to the agreement.

      ii. End Date: Four (4) years to the calendar day from the date of acceptance.

      iii. Extension of the Period of Performance (PoP): The recipient may request a one-time extension of up to one year after the PoP end date by submitting a request to the FAA. The request must include, at a minimum, supporting justification for the request and the amount of additional time requested. The request must be submitted at least 10 calendar days before the PoP end date. This one-time extension may not be exercised for the sole purpose of using unobligated balances.

      The PoP end date, or any extension as approved by FAA, shall not affect, relieve, or reduce recipient obligations and assurances that extend beyond the closeout of this agreement.

   b. Budget Period:

      i. For a single year grant offer, the budget period follows the same start and end date as the PoP provided in paragraph 2(a), and any extension of the PoP end date.

      ii. For a multi-year grant offer, per the authority provided in 49 USC § 47108 and § 47114, the budget period is from the initial PoP start date through the end of the final fiscal year identified on a multi-year grant offer (See Multi-Year Grant Special Condition, if applicable).

   c. Appropriation Period of Availability and Expenditure:

i. The FAA must obligate appropriated funds within the period of availability identified in the appropriation.

ii. In accordance with 31 USC § 1552, by September 30th of the fifth fiscal year after the period of availability, FAA must liquidate and close expired appropriations, and any remaining balance (whether obligated or unobligated) must be canceled and thereafter shall not be available for obligation or expenditure for any purpose.

iii. IIJA and Supplemental AIP funding are subject to this condition.

d. Close Out:

Recipients shall begin the closeout process upon physical completion of the project(s) identified in this agreement. Closeout shall proceed expeditiously and without delay, even if the PoP end date has not been reached. In accordance with 2 Code of Federal Regulations (CFR) 200, unless the FAA authorizes a written extension, the recipient must submit all grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the PoP end date. If the recipient does not submit all required closeout documentation within this period, the FAA will proceed to close out the grant within one year of the PoP end date with the information available at the end of 120 days.

e. Termination:

The FAA may terminate this agreement and all of its obligations under this agreement if any of the following occur:

i. The recipient fails to comply with the terms and conditions of this agreement;

ii. The recipient fails to obtain or provide any recipient grant contribution as required by the agreement;

iii. There is a material failure to comply with the Project Schedule even if it is beyond the reasonable control of the recipient;

iv. Any project changes that the FAA determines are inconsistent with the FAA's basis for selecting the project to receive a grant;

v. Continued grant payment inactivity, generally defined as no drawdowns over a 12-month period;

vi. The recipient requests that the FAA terminate the agreement under this section; or

vii. The FAA determines that termination of this agreement is in the public interest.

In terminating this agreement under this section, the FAA may elect to consider only the interests of the FAA.

3. Ineligible or Unallowable Costs. In accordance with 49 USC § 47110, the sponsor is prohibited from including any costs in the grant funded portions of the project that the FAA has determined to be ineligible or unallowable, including costs incurred to carry out airport development implementing policies and initiatives repealed by Executive Order 14148, provided such costs are not otherwise permitted by statute.

4. Indirect Costs - Sponsor. The sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application, as accepted by the FAA, to allowable costs for sponsor direct salaries and wages.

5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 USC § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs, and settlement will be made for any upward or downward adjustments to the federal share of costs.

6. **Completing the Project Without Delay and in Conformance with Requirements.** The sponsor must carry out and complete the project without undue delay, and in accordance with this agreement, 49 USC Chapters 471 and 475, IIJA (P.L. 117-58) (as appropriate), and the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months, or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The sponsor also agrees to comply with the grant assurances, which are part of this agreement.

7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the sponsor.

8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project(s) unless this offer has been accepted by the sponsor on or before July 24, 2026, or such subsequent date as may be prescribed in writing by the FAA.

9. **Improper Use of Federal Funds and Mandatory Disclosure.**

   a. The sponsor must take all steps, including litigation, if necessary, to recover federal funds spent fraudulently, wastefully, or in violation of federal antitrust statutes, or misused in any other manner for any project upon which federal funds have been expended. For the purposes of this grant agreement, the term "federal funds" means funds however used or dispersed by the sponsor, that were originally paid pursuant to this or any other federal grant agreement. The sponsor must obtain the approval of the Secretary as to any determination of the amount of the federal share of such funds. The sponsor must return the recovered federal share, including funds recovered by settlement, order, or judgment, to the Secretary. Upon request, the sponsor must furnish to the Secretary all documents and records pertaining to the determination of the amount of the federal share, or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the sponsor, in court or otherwise, involving the recovery of such federal share require advance approval by the Secretary.

   b. The sponsor, a recipient, and a subrecipient under this federal grant must promptly comply with the mandatory disclosure requirements as established under 2 CFR § 200.113, including reporting requirements related to recipient integrity and performance in accordance with Appendix XII to 2 CFR Part 200.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this agreement.

11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**

    a. Requirement for System for Award Management (SAM): Unless the sponsor is exempted from this requirement under 2 CFR § 25.110, the sponsor must maintain the currency of its information in the SAM until the sponsor submits the final financial report required under this

grant, or receives the final payment, whichever is later. This requires that the sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at http://www.sam.gov).

b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit, or governmental entity. A UEI may be obtained from SAM.gov at https://sam.gov/content/entity-registration.

12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. **Informal Letter Amendment of Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the sponsor by $25,000 or five percent, whichever is greater, the FAA can issue a letter amendment to the sponsor unilaterally reducing the maximum obligation.

    The FAA can also issue a letter to the sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun, provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

    The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous, and in the best interests of the United States.

    An informal letter amendment has the same force and effect as a formal grant amendment.

14. **Environmental Standards.** The sponsor is required to comply with all applicable environmental standards, as further defined in the Grant Assurances, for all projects in this grant. If the sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.

15. **Financial Reporting and Payment Requirements.** The sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 USC § 50101, the sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this grant. The sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this grant.

17. **Build America, Buy America.** The sponsor must comply with the requirements under the Build America, Buy America Act (P.L. 117-58).

18. **Maximum Obligation Increase.** In accordance with 49 USC § 47108(b)(2), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this grant:

    a. May not be increased for a planning project;

    b. May be increased by not more than 15 percent for development projects, if funds are available;

c. May be increased by not more than the greater of the following for a land project, if funds are available:

i. 15 percent; or

ii. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 USC § 47109, or IIJA (P.L. 17-58), or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the federal share as applicable through an informal letter of amendment.

19. Audits for Sponsors.

PUBLIC SPONSORS. The sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at http://harvester.census.gov/facweb/. Upon request of the FAA, the sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than $1,000,000 in federal awards and are exempt from federal audit requirements must make records available for review or audit by the appropriate federal agency officials, state, and Government Accountability Office. The FAA and other appropriate federal agencies may request additional information to meet all federal audit requirements.

20. Suspension or Debarment. When entering into a "covered transaction" as defined by 2 CFR § 180.200, the sponsor must:

a. Verify the non-federal entity is eligible to participate in this federal program by:

i. Checking the System for Award Management (SAM.gov) exclusions to determine if the non-federal entity is excluded or disqualified; or

ii. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or

iii. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.

b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.

c. Immediately disclose in writing to the FAA whenever (1) the sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the public sponsor suspends or debars a contractor, person, or entity.

21. Ban on Texting While Driving.

a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the sponsor is encouraged to:

i. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while driving when performing any work

for, or on behalf of, the Federal Government, including work relating to a grant or subgrant.

ii. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:

a) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

b) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

f. The sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this grant.

22. <u>Trafficking in Persons</u>.

a. *Posting of contact information.*

i. The sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.

b. *Provisions applicable to a sponsor that is a private entity.*

i. Under this grant, the sponsor, its employees, subrecipients under this grant, and subrecipient's employees must not engage in:

a) Severe forms of trafficking in persons;

b) The procurement of a commercial sex act during the period of time that the grant or cooperative agreement is in effect;

c) The use of forced labor in the performance of this grant; or any subaward; or

d) Acts that directly support or advance trafficking in persons, including the following acts:

1. Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;

2. Failing to provide return transportation of pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:

a. Exempted from the requirement to provide or pay for such return transportation by the federal department or agency providing or entering into the grant; or

b. The employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or witness in a human trafficking enforcement action;

3. Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;

4. Charging recruited employees a placement or recruitment fee; or
5. Providing or arranging housing that fails to meet the host country's housing and safety standards.

ii. The FAA may unilaterally terminate this grant or take any remedial actions authorized by 22 USC § 7104b(c), without penalty, if any private entity under this grant:

a) is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant; or

b) has an employee that is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant through conduct that is either:

1. Associated with the performance under this grant; or
2. Imputed to the recipient or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.

c. *Provisions applicable to a sponsor other than a private entity.*

i. The FAA may unilaterally terminate this award or take any remedial actions authorized by 22 USC § 7104b(c), without penalty, if subrecipient is a private entity under this grant:

a) is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant or

b) has an employee that is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant through conduct that is either:

1. Associated with the performance under this grant; or
2. Imputed to the sponsor or subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.

d. Provisions applicable to any sponsor or subrecipient.

i. The sponsor or subrecipient must inform the FAA and the DOT Inspector General immediately of any information you receive from any source alleging a violation of a prohibition in paragraph 2.a. (PoP) of this grant.

ii. The FAA's right to unilaterally terminate this grant as described in paragraphs 2.b. (Budget Period) or 3.a. (Close Out and Termination) of this grant, implements the requirements of 22 USC Chapter 78, and is in addition to all other remedies for noncompliance that are available to the FAA under this grant.

iii. The sponsor must include the requirements of paragraph 2.a. (PoP) of this grant award term in any subaward it makes to a private entity.

iv. If applicable, the sponsor must also comply with the compliance plan and certification requirements in 2 CFR § 175.105(b).

e. *Definitions. For purposes of this grant award, term:*

i. "Employee" means either:

a) An individual employed by the sponsor or a subrecipient who is engaged in the performance of the project or program under this grant; or

b) Another person engaged in the performance of the project or program under this grant and not compensated by the sponsor or a subrecipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing requirements.

ii. "Private Entity" means:

a) Any entity, including for-profit organizations, nonprofit organizations, institutions of higher education, and hospitals. The term does not include foreign public entities, Indian Tribes, local governments, or states as defined in 2 CFR § 200.1.

b) The terms "severe forms of trafficking in persons," "commercial sex act," "sex trafficking," "abuse or threatened abuse of law or legal process," "coercion," "debt bondage," and "involuntary servitude" have the meanings given at section 103 of the Victims of Trafficking and Violence Protection Act of 2000, as amended (22 USC § 7102).

23. Grant Funded Work Included in a PFC Application. Within 120 days of acceptance of this Grant Agreement, the sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.

24. Exhibit "A" Property Map. The Exhibit "A" Property Map dated January 6, 2022, is incorporated herein by reference, or is submitted with the project application and made part of this Grant Agreement.

25. Employee Protection from Reprisal. In accordance with 2 CFR § 200.217 and 41 USC § 4701, an employee of a grantee, subgrantee contractor, recipient, or subrecipient must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in 41 USC § 4712(a)(2) 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 grantee, subgrantee, contractor, recipient, or subrecipient must inform their employees in writing of employee whistleblower rights and protections under 41 USC § 4712. See statutory requirements for whistleblower protections at 10 USC § 4701, 41 USC § 4712, 41 USC § 4304, and 10 USC § 4310.

26. Prohibited Telecommunications and Video Surveillance Services and Equipment. The sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [P.L. 115-232 § 889] and 2 CFR § 200.216.

27. **Critical Infrastructure Security and Resilience.** The sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in its project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.

28. **Title VI of the Civil Rights Act.** As a condition of a grant award, the sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 USC §§ 2000d et seq.) and implementing regulations (49 CFR Part 21), the Airport and Airway Improvement Act of 1982 (49 USC § 47123), the Age Discrimination Act of 1975 (42 USC § 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities, including any amendments or updates thereto. This may include, as applicable, providing a current Title VI Program Plan to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. The sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin, sex, creed, age, disability, and genetic information, in consideration for federal financial assistance. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

29. **Applicable Federal Anti-Discrimination Laws.** The sponsor agrees:

    a. That its compliance in all respects with all applicable federal anti-discrimination laws is material to the government's payment decisions for purposes of 31 USC § 3729(b)(4) and

    b. To certify that it does not operate any programs promoting Diversity, Equity, and Inclusion (DEI) that violate any applicable federal anti-discrimination laws.

30. **National Airspace System Requirements.**

    a. The sponsor shall cooperate with FAA activities installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System, including waiving permitting requirements and other restrictions affecting those activities to the maximum extent possible, and assisting the FAA in securing waivers of permitting or other restrictions from other authorities. The sponsor shall not take actions that frustrate or prevent the FAA from installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System.

    b. If FAA determines that the sponsor has violated subsection a., the FAA may impose a remedy, including:

        i. Additional conditions on the award;

        ii. Consistent with 49 USC Chapter 471, any remedy permitted under 2 CFR §§ 200.339–200.340, including withholding of payments; disallowance of previously reimbursed costs, requiring refunds from the recipient to the DOT; suspension or termination of the award; or suspension and debarment under 2 CFR part 180; or

iii. Any other remedy legally available.

c. In imposing a remedy under this condition, the FAA may elect to consider the interests of only the FAA.

d. The sponsor acknowledges that amounts that the FAA requires the sponsor to refund to the FAA due to a remedy under this condition constitute a debt to the Federal Government that the FAA may collect under 2 CFR 200.346 and the Federal Claims Collection Standards (31 CFR Parts 900–904).

31. Signage Costs for Construction Projects. The sponsor agrees that it will require the prime contractor of a federally-assisted airport improvement project to post signs consistent with a DOT/FAA-prescribed format, as may be requested by the DOT/FAA, and further agrees to remove any signs posted in response to requests received prior to February 1, 2025.

SPECIAL CONDITIONS

32. Solid Waste Recycling Plan. The sponsor certifies that it has a solid waste recycling plan as part of an existing Airport Master Plan, as prescribed by 49 USC § 47106(a)(6).

33. Maintenance Project Life. The sponsor agrees that pavement maintenance is limited to those aircraft pavements that are in sound condition that they do not warrant extensive work, such as reconstruction or overlays in the immediate or near future. The sponsor further agrees that AIP, Airport Infrastructure Grant (AIG), or supplemental appropriation funding for the pavements maintained under this project will not be requested for more substantial type rehabilitation (more substantial than periodic maintenance) for a 5-year period following the completion of this project unless the FAA determines that the rehabilitation or reconstruction is required for safety reasons.

34. Buy American Executive Orders. The sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

35. Usable Unit of Development. The FAA and the sponsor agree this grant only funds a portion of the overall project. The FAA makes no commitment of funding beyond what is provided herein. In accepting this award, the sponsor understands and agrees that the work described in this Grant Agreement must be incorporated into a safe, useful, and usable unit of development completed within a reasonable timeframe [49 USC § 47106(a)(4)]. This safe, useful, usable unit of development must be completed regardless of whether the sponsor receives any additional federal funding.

The sponsor's acceptance of this offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the sponsor, as hereinafter provided, and this offer and acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the sponsor with respect to the accomplishment of the project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the sponsor's acceptance of this offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[1]

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

{{Sig_es_:signer1:signature:dimension(height=12mm, width=70mm)}}

(Signature)

{{N_es_:signer1:fullname }}

(Typed Name)

{{N_es_:signer1:title }}

(Title of FAA Official)

[1] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

Part II - Acceptance

The sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing offer, and does hereby accept this offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[2]

Dated **{{DateTime_es_:signer2:calc(now()):format(date," mmmm d, yyyy")}}**

CITY OF PUEBLO, COLORADO

(Name of Sponsor)

{{Sig_es_:signer2:signature:dimension(height=12mm, width=70mm)}}

(Signature of Sponsor's Authorized Official)

By: **{{N_es_:signer2:fullname }}**

(Typed Name of Sponsor's Authorized Official)

Title: **{{*Ttl_es_:signer2:title }}**

(Title of Sponsor's Authorized Official)

[2] Knowingly and willfully providing false information to the Federal Government is a violation of 18 USC § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, **{{N_es_:signer3: fullname}}**, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of __Colorado__. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (USC), Chapters 471 and 475; 49 USC §§ 40101 et seq., and 48103; Consolidated Appropriations Act, 2024 (P.L. 118-42); Consolidated Appropriations Act, 2025 (P.L. 119-4); Consolidated Appropriations Act, 2026 (P.L. 119-75); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[3]

Dated at **{{DateTime_es_:signer3:calc(now()):format(date," mmmm d, yyyy")}}**

By: {{Sig_es_:signer3:signature:dimension(height=12mm, width=70mm}}

(Signature of Sponsor's Attorney)

[3] Knowingly and willfully providing false information to the Federal Government is a violation of 18 USC § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES
AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, USC, subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this Grant Offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. Airport Development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.

The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a Grant Offer of federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of federal aid for the project.

3. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, 37, and 40 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

It will comply with all applicable federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of federal funds for this grant. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Sponsor and any applicable sub-recipients. The applicable provisions to this agreement include, but are not limited to, the following:

FEDERAL LEGISLATION

a. 49 USC subtitle VII, as amended.
b. Davis-Bacon Act, as amended — 40 USC §§ 3141-3144, 3146, and 3147, et seq.[1]
c. Federal Fair Labor Standards Act – 29 USC § 201, et seq.
d. Hatch Act – 5 USC § 1501, et seq.[2]
e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 USC § 4601, et seq.[1, 2]
f. National Historic Preservation Act of 1966 – Section 106 – 54 USC § 306108.[1]
g. Archeological and Historic Preservation Act of 1974 – 54 USC § 312501, et seq.[1]
h. Native Americans Grave Repatriation Act – 25 USC § 3001, et seq.
i. Clean Air Act, P.L. 90-148, as amended – 42 USC § 7401, et seq.
j. Coastal Zone Management Act, P.L. 92-583, as amended – 16 USC § 1451, et seq.
k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 USC § 4012a.[1]
l. 49 USC § 303, (formerly known as Section 4(f)).
m. Rehabilitation Act of 1973 – 29 USC § 794.
n. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq.) (prohibits discrimination on the basis of race, color, national origin).
o. Americans with Disabilities Act of 1990, as amended, (42 USC § 12101 et seq.) (prohibits discrimination on the basis of disability).
p. Age Discrimination Act of 1975 – 42 USC § 6101, et seq.
q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
r. Architectural Barriers Act of 1968, as amended – 42 USC § 4151, et seq.[1]
s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 – 42 USC § 8373.[1]
t. Contract Work Hours and Safety Standards Act – 40 USC § 3701, et seq.[1]
u. Copeland Anti-kickback Act – 18 USC § 874.[1]

v. National Environmental Policy Act of 1969 – 42 USC § 4321, et seq.[1]

w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 USC § 1271, et seq.

x. Single Audit Act of 1984 – 31 USC § 7501, et seq.[2]

y. Drug-Free Workplace Act of 1988 – 41 USC §§ 8101 through 8105.

z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).

aa. Civil Rights Restoration Act of 1987, P.L. 100-259.

bb. Infrastructure Investment and Jobs Act, P.L. 117-58, Title VIII.

cc. Build America, Buy America Act, P.L. 117-58, Title IX.

dd. Endangered Species Act – 16 USC 1531, et seq.

ee. Title IX of the Education Amendments of 1972, as amended – 20 USC 1681–1683 and 1685–1687.

ff. Drug Abuse Office and Treatment Act of 1972, as amended – 21 USC 1101, et seq.

gg. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 USC § 4541, et seq.

hh. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 USC § 4541, et seq.

ii. Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 USC § 1352.

EXECUTIVE ORDERS

a. Executive Order 11990 – Protection of Wetlands

b. Executive Order 11988 – Floodplain Management

c. Executive Order 12372 – Intergovernmental Review of Federal Programs

d. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction[1]

e. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America's Workers

f. Executive Order 14149 – Restoring Freedom of Speech and Ending Federal Censorship

g. Executive Order 14151 – Ending Radical and Wasteful Government DEI Programs and Preferencing

h. Executive Order 14154 – Unleashing American Energy

i. Executive Order 14168 – Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government

j. Executive Order 14173 – Ending Illegal Discrimination and Restoring Merit-Based Opportunity

FEDERAL REGULATIONS

a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).

b. 2 CFR Part 200 and 1201 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [3, 4, 5]

c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.

d. 14 CFR Part 13 – Investigative and Enforcement Procedures.

e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.

f. 14 CFR Part 150 – Airport Noise Compatibility Planning.

g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.

h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.

i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.[1]

j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.[1]

k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).[1]

l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).[1]

m. 49 CFR Part 20 – New Restrictions on Lobbying.

n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.

o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.

p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.[1, 2]

q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.

r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.[1]

s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.

t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.

u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).

v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).

w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.

x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

[1] These laws do not apply to airport planning sponsors.
[2] These laws do not apply to private sponsors.
[3] 2 CFR Part 200 contains requirements for state and local governments receiving federal assistance. Any requirement levied upon state and local governments by this regulation shall apply where applicable to private sponsors receiving federal assistance under Title 49, United States Code.
[4] Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
[5] Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. Good Title.

a. It, a public agency or the Federal Government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

b. Subject to 49 USC § 47107(a)(16) and (x), it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.

c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.

e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.

f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.

g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors

of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the state in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance-Management.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 USC § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of $2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 USC §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 USC § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in

accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.

b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.

c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.

e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.

f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.

g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.

h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a federal airport grant.

19. Operation and Maintenance.

a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:

   1. Operating the airport's aeronautical facilities whenever required;

   2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and

   3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions

interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to ensure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be 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.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which federal funds have been expended.

22. Economic Nondiscrimination.

a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.

b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:

1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and

2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.

d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.

e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers

which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.

g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and

b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the federal share of an airport development, airport planning or noise compatibility project for

which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:

   1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

   2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor’s acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.

   3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 USC § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.

b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 USC § 47107.

26. Reports and Inspections.

It will:

a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the

public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;

c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:

   1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and

   2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or

b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

a. The airport owner or operator will maintain a current airport layout plan 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;

3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and

4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

b. Subject to subsection 49 USC § 47107(x), the Secretary will review and approve or disapprove the plan and any revision or modification of the plan before the plan, revision, or modification takes effect.

c. The owner or operator will not make or allow any alteration in the airport or any of its facilities unless the alteration—

1. is outside the scope of the Secretary's review and approval authority as set forth in subsection (x); or

2. complies with the portions of the plan approved by the Secretary.

d. When the airport owner or operator makes a change or alteration in the airport or the facilities which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:

1. eliminate such adverse effect in a manner approved by the Secretary; or

2. bear all costs of relocating such property or its replacement to a site acceptable to the Secretary and of restoring the property or its replacement to the level of safety, utility, efficiency, and cost of operation that existed before the alteration was made, except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 USC §§ 2000d to 2000d-4); creed and sex per 49 USC § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this grant.

a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.

b. Applicability

   1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.

   2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.

   3. Real Property. Where the sponsor receives a grant or other federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

   The sponsor agrees that it is obligated to this assurance for the period during which federal financial assistance is extended to the program, except where the federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

   1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or

   2. So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

   "The (**City of Pueblo, Colorado**), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, all businesses will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex , age, or disability in consideration for an award."

e. Required Contract Provisions.

   1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in federally-assisted programs of the DOT acts and regulations.

   2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.

3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.

4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex, age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:

   a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and

   b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

   1. Reinvestment in an approved noise compatibility project;

   2. Reinvestment in an approved project that is eligible for grant funding under 49 USC § 47117(e);

   3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 USC §§ 47114, 47115, or 47117;

   4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or

   5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

   If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United

States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 USC § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 USC §§ 47114, 47115, or 47117;
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received federal funds under Chapter 471 subchapter 1 of Title 49 USC, it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (https://www.faa.gov/airports/aip/aip_pfc_checklist) for AIP projects as of January 16, 2026.

35. Relocation and Real Property Acquisition.

a. It will be guided in acquiring real property, to the greatest extent practicable under state law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.

b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.

c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises (DBE)/Airport Concessions Disadvantage Business Enterprise (ACDBE) Program.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 USC § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 USC §§ 3801-3809, 3812).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

a. If the airport owner or operator of a medium or large hub airport (as defined in 49 USC § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:

1. Describes the requests;

2. Provides an explanation as to why the requests could not be accommodated; and
3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.

b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

40. Access to Leaded Aviation Gasoline

a. If 100-octane low lead aviation gasoline (100LL) was made available at an airport, at any time during calendar year 2022, an airport owner or operator may not restrict or prohibit the sale of, or self-fueling with, 100-octane low lead aviation gasoline.

b. This requirement remains until the earlier of December 31, 2030, or the date on which the airport or any retail fuel seller at the airport makes available an unleaded aviation gasoline that has been authorized for use by the FAA as a replacement for 100-octane low lead aviation gasoline for use in nearly all piston-engine aircraft and engine models; and meets either an industry consensus standard or other standard that facilitates the safe use, production, and distribution of such unleaded aviation gasoline, as determined appropriate by the FAA.

c. An airport owner or operator understands and agrees, that any violation of this grant assurance is subject to civil penalties as provided for in 49 USC § 46301(a)(8).

U.S. Department of Transportation Federal Aviation Administration

Airports Division Northwest Mountain Region Colorado, Utah, Wyoming

Denver Airports District Office: 26805 E 68th Ave, Ste 224 Denver, CO 80249-6339

{{DateTime_es_:signer1:calc(now()):format(date," mmmm d, yyyy")}}

The Honorable Heather Graham
Mayor, City of Pueblo
1 City Hall Place
Pueblo, Colorado 81003

Dear Mayor Graham:

The Grant Offer for Infrastructure Investment and Jobs Act (IIJA) Project No. 3-08-0046-054-2026 at Pueblo Memorial Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the Grant Offer carefully.

You may not make any modification to the text, terms or conditions of the Grant Offer.

***Steps You Must Take to Enter Into Agreement*.**

To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **July 24, 2026**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

Payment. Subject to the requirements in 2 CFR § 200.305 (federal payment), each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this system.

Project Timing. The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date four (4) years from the grant

execution date). We will be monitoring your progress to ensure proper stewardship of these federal funds. We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in "inactive" status if you do not make draws on a regular basis, which will affect your ability to receive future Grant Offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

Reporting. Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31st of each year this grant is open:
  1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
  2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit FAA Form 5100-140, Performance Report within 30 days of the end of the federal fiscal year.
- For construction projects, you must submit FAA Form 5370-1, Construction Progress and Inspection Report, within 30 days of the end of each federal fiscal quarter.

Audit Requirements. As a condition of receiving federal assistance under this award, you must comply with audit requirements as established under 2 CFR Part 200. Subpart F requires non-federal entities that expend $1,000,000 or more in federal awards to conduct a single or program specific audit for that year. Note that this includes federal expenditures made under other federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

Closeout. Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

FAA Contact Information. Paulette Lugo, (303) 342-1256, paulette.lugo@faa.gov is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,

{{Sig_es_:signer1: signature}}

Jesse A. Lyman
Manager, Denver Airports District Office

U.S. Department of Transportation Federal Aviation Administration

FEDERAL AVIATION ADMINISTRATION

FY 2026

AIRPORT INFRASTRUCTURE GRANT (AIG) GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date	**{{DateTime_es_:signer1:calc(now()):format(date," mmmm d, yyyy")}}**
Airport/Planning Area	Pueblo Memorial Airport
Airport Grant Number	3-08-0046-054-2026 [Contract No. DOT-FA26NM-1076]
Unique Entity Identifier	NJK3BNUDRHJ7

TO: City of Pueblo, Colorado

(herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the sponsor has submitted to the FAA a Project Application dated January 16, 2026, for a grant of federal funds for a project at or associated with the Pueblo Memorial Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Pueblo Memorial Airport (herein called the "Project") consisting of the following:

Reseal Taxiway A, C, and D (About 71% of Total Project)

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out Title 49, United States Code (USC), Chapters 471 and 475; 49 USC §§ 40101 et seq. and 48103; Consolidated Appropriations Act, 2024 (Public Law Number (P.L.) 118-42); Consolidated Appropriations Act, 2025 (P.L. 119-4); Consolidated Appropriations Act, 2026 (P.L. 119-75); FAA Reauthorization Act of 2024 (P.L. 118-63); Infrastructure

Investment and Jobs Act of 2021 (IIJA) (P.L. 117-58) (as applicable); and the representations contained in the Project Application; and in consideration of: (a) the sponsor's adoption and ratification of the most recently published Grant Assurances; (b) the sponsor's acceptance of this offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the project, and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay (95) % of the allowable costs incurred accomplishing the Project as the United States' share of the Project.

Assistance Listings Number(s): 20.117**.**

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is $285,000.

   The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 USC § 47108(b):
   $0 for planning
   $285,000 for airport development or noise program implementation; and,
   $0 for land acquisition.

2. **Grant Performance.** This agreement is subject to the following federal award requirements:

   a. Period of Performance:

      i. Start Date: The date the recipient formally accepts this agreement and the date signed by the last signatory to the agreement.

      ii. End Date: Four (4) years to the calendar day from the date of acceptance.

      iii. Extension of the Period of Performance (PoP): The recipient may request a one-time extension of up to one year after the PoP end date by submitting a request to the FAA. The request must include, at a minimum, supporting justification for the request and the amount of additional time requested. The request must be submitted at least 10 calendar days before the PoP end date. This one-time extension may not be exercised for the sole purpose of using unobligated balances.

      The PoP end date, or any extension as approved by FAA, shall not affect, relieve, or reduce recipient obligations and assurances that extend beyond the closeout of this agreement.

   b. Budget Period:

      i. For a single year grant offer, the budget period follows the same start and end date as the PoP provided in paragraph 2(a), and any extension of the PoP end date.

      ii. For a multi-year grant offer, per the authority provided in 49 USC § 47108 and § 47114, the budget period is from the initial PoP start date through the end of the final fiscal year identified on a multi-year grant offer (See Multi-Year Grant Special Condition, if applicable).

   c. Appropriation Period of Availability and Expenditure:

i. The FAA must obligate appropriated funds within the period of availability identified in the appropriation.

ii. In accordance with 31 USC § 1552, by September 30th of the fifth fiscal year after the period of availability, FAA must liquidate and close expired appropriations, and any remaining balance (whether obligated or unobligated) must be canceled and thereafter shall not be available for obligation or expenditure for any purpose.

iii. IIJA and Supplemental AIP funding are subject to this condition.

d. Close Out:

Recipients shall begin the closeout process upon physical completion of the project(s) identified in this agreement. Closeout shall proceed expeditiously and without delay, even if the PoP end date has not been reached. In accordance with 2 Code of Federal Regulations (CFR) 200, unless the FAA authorizes a written extension, the recipient must submit all grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the PoP end date. If the recipient does not submit all required closeout documentation within this period, the FAA will proceed to close out the grant within one year of the PoP end date with the information available at the end of 120 days.

e. Termination:

The FAA may terminate this agreement and all of its obligations under this agreement if any of the following occur:

i. The recipient fails to comply with the terms and conditions of this agreement;

ii. The recipient fails to obtain or provide any recipient grant contribution as required by the agreement;

iii. There is a material failure to comply with the Project Schedule even if it is beyond the reasonable control of the recipient;

iv. Any project changes that the FAA determines are inconsistent with the FAA's basis for selecting the project to receive a grant;

v. Continued grant payment inactivity, generally defined as no drawdowns over a 12-month period;

vi. The recipient requests that the FAA terminate the agreement under this section; or

vii. The FAA determines that termination of this agreement is in the public interest.

In terminating this agreement under this section, the FAA may elect to consider only the interests of the FAA.

3. Ineligible or Unallowable Costs. In accordance with 49 USC § 47110, the sponsor is prohibited from including any costs in the grant funded portions of the project that the FAA has determined to be ineligible or unallowable, including costs incurred to carry out airport development implementing policies and initiatives repealed by Executive Order 14148, provided such costs are not otherwise permitted by statute.

4. Indirect Costs - Sponsor. The sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application, as accepted by the FAA, to allowable costs for sponsor direct salaries and wages.

5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 USC § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs, and settlement will be made for any upward or downward adjustments to the federal share of costs.

6. **Completing the Project Without Delay and in Conformance with Requirements.** The sponsor must carry out and complete the project without undue delay, and in accordance with this agreement, 49 USC Chapters 471 and 475, IIJA (P.L. 117-58) (as appropriate), and the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months, or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The sponsor also agrees to comply with the grant assurances, which are part of this agreement.

7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the sponsor.

8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project(s) unless this offer has been accepted by the sponsor on or before July 24, 2026, or such subsequent date as may be prescribed in writing by the FAA.

9. **Improper Use of Federal Funds and Mandatory Disclosure.**

   a. The sponsor must take all steps, including litigation, if necessary, to recover federal funds spent fraudulently, wastefully, or in violation of federal antitrust statutes, or misused in any other manner for any project upon which federal funds have been expended. For the purposes of this grant agreement, the term "federal funds" means funds however used or dispersed by the sponsor, that were originally paid pursuant to this or any other federal grant agreement. The sponsor must obtain the approval of the Secretary as to any determination of the amount of the federal share of such funds. The sponsor must return the recovered federal share, including funds recovered by settlement, order, or judgment, to the Secretary. Upon request, the sponsor must furnish to the Secretary all documents and records pertaining to the determination of the amount of the federal share, or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the sponsor, in court or otherwise, involving the recovery of such federal share require advance approval by the Secretary.

   b. The sponsor, a recipient, and a subrecipient under this federal grant must promptly comply with the mandatory disclosure requirements as established under 2 CFR § 200.113, including reporting requirements related to recipient integrity and performance in accordance with Appendix XII to 2 CFR Part 200.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this agreement.

11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**

    a. Requirement for System for Award Management (SAM): Unless the sponsor is exempted from this requirement under 2 CFR § 25.110, the sponsor must maintain the currency of its information in the SAM until the sponsor submits the final financial report required under this

grant, or receives the final payment, whichever is later. This requires that the sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at http://www.sam.gov).

b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit, or governmental entity. A UEI may be obtained from SAM.gov at https://sam.gov/content/entity-registration.

12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. **Informal Letter Amendment of Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the sponsor by $25,000 or five percent, whichever is greater, the FAA can issue a letter amendment to the sponsor unilaterally reducing the maximum obligation.

    The FAA can also issue a letter to the sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun, provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

    The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous, and in the best interests of the United States.

    An informal letter amendment has the same force and effect as a formal grant amendment.

14. **Environmental Standards.** The sponsor is required to comply with all applicable environmental standards, as further defined in the Grant Assurances, for all projects in this grant. If the sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.

15. **Financial Reporting and Payment Requirements.** The sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 USC § 50101, the sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this grant. The sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this grant.

17. **Build America, Buy America.** The sponsor must comply with the requirements under the Build America, Buy America Act (P.L. 117-58).

18. **Maximum Obligation Increase.** In accordance with 49 USC § 47108(b)(2), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this grant:

    a. May not be increased for a planning project;

    b. May be increased by not more than 15 percent for development projects, if funds are available;

c. May be increased by not more than the greater of the following for a land project, if funds are available:

i. 15 percent; or

ii. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 USC § 47109, or IIJA (P.L. 17-58), or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the federal share as applicable through an informal letter of amendment.

19. Audits for Sponsors.

PUBLIC SPONSORS. The sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at http://harvester.census.gov/facweb/. Upon request of the FAA, the sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than $1,000,000 in federal awards and are exempt from federal audit requirements must make records available for review or audit by the appropriate federal agency officials, state, and Government Accountability Office. The FAA and other appropriate federal agencies may request additional information to meet all federal audit requirements.

20. Suspension or Debarment. When entering into a "covered transaction" as defined by 2 CFR § 180.200, the sponsor must:

a. Verify the non-federal entity is eligible to participate in this federal program by:

i. Checking the System for Award Management (SAM.gov) exclusions to determine if the non-federal entity is excluded or disqualified; or

ii. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or

iii. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.

b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.

c. Immediately disclose in writing to the FAA whenever (1) the sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the public sponsor suspends or debars a contractor, person, or entity.

21. Ban on Texting While Driving.

a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the sponsor is encouraged to:

i. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while driving when performing any work

for, or on behalf of, the Federal Government, including work relating to a grant or subgrant.

ii. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:

a) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

b) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

f. The sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this grant.

22. Trafficking in Persons.

a. *Posting of contact information.*

i. The sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.

b. *Provisions applicable to a sponsor that is a private entity.*

i. Under this grant, the sponsor, its employees, subrecipients under this grant, and subrecipient's employees must not engage in:

a) Severe forms of trafficking in persons;

b) The procurement of a commercial sex act during the period of time that the grant or cooperative agreement is in effect;

c) The use of forced labor in the performance of this grant; or any subaward; or

d) Acts that directly support or advance trafficking in persons, including the following acts:

1. Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;

2. Failing to provide return transportation of pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:

a. Exempted from the requirement to provide or pay for such return transportation by the federal department or agency providing or entering into the grant; or

b. The employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or witness in a human trafficking enforcement action;

3. Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;

4. Charging recruited employees a placement or recruitment fee; or
5. Providing or arranging housing that fails to meet the host country's housing and safety standards.

ii. The FAA may unilaterally terminate this grant or take any remedial actions authorized by 22 USC § 7104b(c), without penalty, if any private entity under this grant:

a) is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant; or

b) has an employee that is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant through conduct that is either:

1. Associated with the performance under this grant; or
2. Imputed to the recipient or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.

c. *Provisions applicable to a sponsor other than a private entity.*

i. The FAA may unilaterally terminate this award or take any remedial actions authorized by 22 USC § 7104b(c), without penalty, if subrecipient is a private entity under this grant:

a) is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant or

b) has an employee that is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant through conduct that is either:

1. Associated with the performance under this grant; or
2. Imputed to the sponsor or subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.

d. Provisions applicable to any sponsor or subrecipient.

i. The sponsor or subrecipient must inform the FAA and the DOT Inspector General immediately of any information you receive from any source alleging a violation of a prohibition in paragraph 2.a. (PoP) of this grant.

ii. The FAA's right to unilaterally terminate this grant as described in paragraphs 2.b. (Budget Period) or 3.a. (Close Out and Termination) of this grant, implements the requirements of 22 USC Chapter 78, and is in addition to all other remedies for noncompliance that are available to the FAA under this grant.

iii. The sponsor must include the requirements of paragraph 2.a. (PoP) of this grant award term in any subaward it makes to a private entity.

iv. If applicable, the sponsor must also comply with the compliance plan and certification requirements in 2 CFR § 175.105(b).

e. *Definitions. For purposes of this grant award, term:*

i. "Employee" means either:

a) An individual employed by the sponsor or a subrecipient who is engaged in the performance of the project or program under this grant; or

b) Another person engaged in the performance of the project or program under this grant and not compensated by the sponsor or a subrecipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing requirements.

ii. "Private Entity" means:

a) Any entity, including for-profit organizations, nonprofit organizations, institutions of higher education, and hospitals. The term does not include foreign public entities, Indian Tribes, local governments, or states as defined in 2 CFR § 200.1.

b) The terms "severe forms of trafficking in persons," "commercial sex act," "sex trafficking," "abuse or threatened abuse of law or legal process," "coercion," "debt bondage," and "involuntary servitude" have the meanings given at section 103 of the Victims of Trafficking and Violence Protection Act of 2000, as amended (22 USC § 7102).

23. Grant Funded Work Included in a PFC Application. Within 120 days of acceptance of this Grant Agreement, the sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.

24. Exhibit "A" Property Map. The Exhibit "A" Property Map dated January 6, 2022, is incorporated herein by reference, or is submitted with the project application and made part of this Grant Agreement.

25. Employee Protection from Reprisal. In accordance with 2 CFR § 200.217 and 41 USC § 4701, an employee of a grantee, subgrantee contractor, recipient, or subrecipient must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in 41 USC § 4712(a)(2) 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 grantee, subgrantee, contractor, recipient, or subrecipient must inform their employees in writing of employee whistleblower rights and protections under 41 USC § 4712. See statutory requirements for whistleblower protections at 10 USC § 4701, 41 USC § 4712, 41 USC § 4304, and 10 USC § 4310.

26. Prohibited Telecommunications and Video Surveillance Services and Equipment. The sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [P.L. 115-232 § 889] and 2 CFR § 200.216.

27. **Critical Infrastructure Security and Resilience.** The sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in its project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.

28. **Title VI of the Civil Rights Act.** As a condition of a grant award, the sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 USC §§ 2000d et seq.) and implementing regulations (49 CFR Part 21), the Airport and Airway Improvement Act of 1982 (49 USC § 47123), the Age Discrimination Act of 1975 (42 USC § 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities, including any amendments or updates thereto. This may include, as applicable, providing a current Title VI Program Plan to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. The sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin, sex, creed, age, disability, and genetic information, in consideration for federal financial assistance. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

29. **Applicable Federal Anti-Discrimination Laws.** The sponsor agrees:

    a. That its compliance in all respects with all applicable federal anti-discrimination laws is material to the government's payment decisions for purposes of 31 USC § 3729(b)(4) and

    b. To certify that it does not operate any programs promoting Diversity, Equity, and Inclusion (DEI) that violate any applicable federal anti-discrimination laws.

30. **National Airspace System Requirements.**

    a. The sponsor shall cooperate with FAA activities installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System, including waiving permitting requirements and other restrictions affecting those activities to the maximum extent possible, and assisting the FAA in securing waivers of permitting or other restrictions from other authorities. The sponsor shall not take actions that frustrate or prevent the FAA from installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System.

    b. If FAA determines that the sponsor has violated subsection a., the FAA may impose a remedy, including:

        i. Additional conditions on the award;

        ii. Consistent with 49 USC Chapter 471, any remedy permitted under 2 CFR §§ 200.339–200.340, including withholding of payments; disallowance of previously reimbursed costs, requiring refunds from the recipient to the DOT; suspension or termination of the award; or suspension and debarment under 2 CFR part 180; or

iii. Any other remedy legally available.

c. In imposing a remedy under this condition, the FAA may elect to consider the interests of only the FAA.

d. The sponsor acknowledges that amounts that the FAA requires the sponsor to refund to the FAA due to a remedy under this condition constitute a debt to the Federal Government that the FAA may collect under 2 CFR 200.346 and the Federal Claims Collection Standards (31 CFR Parts 900–904).

31. Signage Costs for Construction Projects. The sponsor agrees that it will require the prime contractor of a federally-assisted airport improvement project to post signs consistent with a DOT/FAA-prescribed format, as may be requested by the DOT/FAA, and further agrees to remove any signs posted in response to requests received prior to February 1, 2025.

SPECIAL CONDITIONS

32. Solid Waste Recycling Plan. The sponsor certifies that it has a solid waste recycling plan as part of an existing Airport Master Plan, as prescribed by 49 USC § 47106(a)(6).

33. Maintenance Project Life. The sponsor agrees that pavement maintenance is limited to those aircraft pavements that are in sound condition that they do not warrant extensive work, such as reconstruction or overlays in the immediate or near future. The sponsor further agrees that AIP, Airport Infrastructure Grant (AIG), or supplemental appropriation funding for the pavements maintained under this project will not be requested for more substantial type rehabilitation (more substantial than periodic maintenance) for a 5-year period following the completion of this project unless the FAA determines that the rehabilitation or reconstruction is required for safety reasons.

34. Buy American Executive Orders. The sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

35. Usable Unit of Development. The FAA and the sponsor agree this grant only funds a portion of the overall project. The FAA makes no commitment of funding beyond what is provided herein. In accepting this award, the sponsor understands and agrees that the work described in this Grant Agreement must be incorporated into a safe, useful, and usable unit of development completed within a reasonable timeframe [49 USC § 47106(a)(4)]. This safe, useful, usable unit of development must be completed regardless of whether the sponsor receives any additional federal funding.

The sponsor's acceptance of this offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the sponsor, as hereinafter provided, and this offer and acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the sponsor with respect to the accomplishment of the project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the sponsor's acceptance of this offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[1]

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

{{Sig_es_:signer1:signature:dimension(height=12mm, width=70mm)}}

(Signature)

{{N_es_:signer1:fullname }}

(Typed Name)

{{N_es_:signer1:title }}

(Title of FAA Official)

[1] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

Part II - Acceptance

The sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing offer, and does hereby accept this offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[2]

Dated **{{DateTime_es_:signer2:calc(now()):format(date," mmmm d, yyyy")}}**

CITY OF PUEBLO, COLORADO

(Name of Sponsor)

{{Sig_es_:signer2:signature:dimension(height=12mm, width=70mm)}}

(Signature of Sponsor's Authorized Official)

By: **{{N_es_:signer2:fullname }}**

(Typed Name of Sponsor's Authorized Official)

Title: **{{*Ttl_es_:signer2:title }}**

(Title of Sponsor's Authorized Official)

[2] Knowingly and willfully providing false information to the Federal Government is a violation of 18 USC § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, **{{N_es_:signer3: fullname}}**, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of __Colorado__. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (USC), Chapters 471 and 475; 49 USC §§ 40101 et seq., and 48103; Consolidated Appropriations Act, 2024 (P.L. 118-42); Consolidated Appropriations Act, 2025 (P.L. 119-4); Consolidated Appropriations Act, 2026 (P.L. 119-75); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[3]

Dated at **{{DateTime_es_:signer3:calc(now()):format(date," mmmm d, yyyy")}}**

By: {{Sig_es_:signer3:signature:dimension(height=12mm, width=70mm)}}

(Signature of Sponsor's Attorney)

[3] Knowingly and willfully providing false information to the Federal Government is a violation of 18 USC § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES
AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, USC, subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this Grant Offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. Airport Development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.

The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a Grant Offer of federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of federal aid for the project.

3. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, 37, and 40 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

It will comply with all applicable federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of federal funds for this grant. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Sponsor and any applicable sub-recipients. The applicable provisions to this agreement include, but are not limited to, the following:

FEDERAL LEGISLATION

a. 49 USC subtitle VII, as amended.
b. Davis-Bacon Act, as amended — 40 USC §§ 3141-3144, 3146, and 3147, et seq.[1]
c. Federal Fair Labor Standards Act – 29 USC § 201, et seq.
d. Hatch Act – 5 USC § 1501, et seq.[2]
e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 USC § 4601, et seq.[1, 2]
f. National Historic Preservation Act of 1966 – Section 106 – 54 USC § 306108.[1]
g. Archeological and Historic Preservation Act of 1974 – 54 USC § 312501, et seq.[1]
h. Native Americans Grave Repatriation Act – 25 USC § 3001, et seq.
i. Clean Air Act, P.L. 90-148, as amended – 42 USC § 7401, et seq.
j. Coastal Zone Management Act, P.L. 92-583, as amended – 16 USC § 1451, et seq.
k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 USC § 4012a.[1]
l. 49 USC § 303, (formerly known as Section 4(f)).
m. Rehabilitation Act of 1973 – 29 USC § 794.
n. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq.) (prohibits discrimination on the basis of race, color, national origin).
o. Americans with Disabilities Act of 1990, as amended, (42 USC § 12101 et seq.) (prohibits discrimination on the basis of disability).
p. Age Discrimination Act of 1975 – 42 USC § 6101, et seq.
q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
r. Architectural Barriers Act of 1968, as amended – 42 USC § 4151, et seq.[1]
s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 – 42 USC § 8373.[1]
t. Contract Work Hours and Safety Standards Act – 40 USC § 3701, et seq.[1]
u. Copeland Anti-kickback Act – 18 USC § 874.[1]

v. National Environmental Policy Act of 1969 – 42 USC § 4321, et seq.[1]

w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 USC § 1271, et seq.

x. Single Audit Act of 1984 – 31 USC § 7501, et seq.[2]

y. Drug-Free Workplace Act of 1988 – 41 USC §§ 8101 through 8105.

z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).

aa. Civil Rights Restoration Act of 1987, P.L. 100-259.

bb. Infrastructure Investment and Jobs Act, P.L. 117-58, Title VIII.

cc. Build America, Buy America Act, P.L. 117-58, Title IX.

dd. Endangered Species Act – 16 USC 1531, et seq.

ee. Title IX of the Education Amendments of 1972, as amended – 20 USC 1681–1683 and 1685–1687.

ff. Drug Abuse Office and Treatment Act of 1972, as amended – 21 USC 1101, et seq.

gg. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 USC § 4541, et seq.

hh. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 USC § 4541, et seq.

ii. Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 USC § 1352.

EXECUTIVE ORDERS

a. Executive Order 11990 – Protection of Wetlands

b. Executive Order 11988 – Floodplain Management

c. Executive Order 12372 – Intergovernmental Review of Federal Programs

d. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction[1]

e. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America's Workers

f. Executive Order 14149 – Restoring Freedom of Speech and Ending Federal Censorship

g. Executive Order 14151 – Ending Radical and Wasteful Government DEI Programs and Preferencing

h. Executive Order 14154 – Unleashing American Energy

i. Executive Order 14168 – Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government

j. Executive Order 14173 – Ending Illegal Discrimination and Restoring Merit-Based Opportunity

FEDERAL REGULATIONS

a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).

b. 2 CFR Part 200 and 1201 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [3, 4, 5]

c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.

d. 14 CFR Part 13 – Investigative and Enforcement Procedures.

e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.

f. 14 CFR Part 150 – Airport Noise Compatibility Planning.

g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.

h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.

i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.[1]

j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.[1]

k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).[1]

l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).[1]

m. 49 CFR Part 20 – New Restrictions on Lobbying.

n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.

o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.

p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.[1, 2]

q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.

r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.[1]

s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.

t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.

u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).

v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).

w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.

x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

[1] These laws do not apply to airport planning sponsors.
[2] These laws do not apply to private sponsors.
[3] 2 CFR Part 200 contains requirements for state and local governments receiving federal assistance. Any requirement levied upon state and local governments by this regulation shall apply where applicable to private sponsors receiving federal assistance under Title 49, United States Code.
[4] Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
[5] Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. Good Title.

a. It, a public agency or the Federal Government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

b. Subject to 49 USC § 47107(a)(16) and (x), it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.

c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.

e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.

f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.

g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors

of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the state in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance-Management.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 USC § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of $2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 USC §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 USC § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in

accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.

b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.

c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.

e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.

f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.

g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.

h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a federal airport grant.

19. Operation and Maintenance.

a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:

   1. Operating the airport's aeronautical facilities whenever required;

   2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and

   3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions

interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to ensure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be 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.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which federal funds have been expended.

22. Economic Nondiscrimination.

a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.

b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:

1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and

2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.

d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.

e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers

which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.

g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and

b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the federal share of an airport development, airport planning or noise compatibility project for

which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:

   1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

   2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor’s acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.

   3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 USC § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.

b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 USC § 47107.

26. Reports and Inspections.

It will:

a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the

public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;

c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:

   1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and

   2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or

b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

a. The airport owner or operator will maintain a current airport layout plan 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;

3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and

4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

b. Subject to subsection 49 USC § 47107(x), the Secretary will review and approve or disapprove the plan and any revision or modification of the plan before the plan, revision, or modification takes effect.

c. The owner or operator will not make or allow any alteration in the airport or any of its facilities unless the alteration—

1. is outside the scope of the Secretary's review and approval authority as set forth in subsection (x); or

2. complies with the portions of the plan approved by the Secretary.

d. When the airport owner or operator makes a change or alteration in the airport or the facilities which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:

1. eliminate such adverse effect in a manner approved by the Secretary; or

2. bear all costs of relocating such property or its replacement to a site acceptable to the Secretary and of restoring the property or its replacement to the level of safety, utility, efficiency, and cost of operation that existed before the alteration was made, except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 USC §§ 2000d to 2000d-4); creed and sex per 49 USC § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this grant.

a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.

b. Applicability

   1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.

   2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.

   3. Real Property. Where the sponsor receives a grant or other federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

   The sponsor agrees that it is obligated to this assurance for the period during which federal financial assistance is extended to the program, except where the federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

   1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or

   2. So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

   "The (**City of Pueblo, Colorado**), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, all businesses will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex , age, or disability in consideration for an award."

e. Required Contract Provisions.

   1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in federally-assisted programs of the DOT acts and regulations.

   2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.

3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.

4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex, age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:

   a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and

   b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

   1. Reinvestment in an approved noise compatibility project;

   2. Reinvestment in an approved project that is eligible for grant funding under 49 USC § 47117(e);

   3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 USC §§ 47114, 47115, or 47117;

   4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or

   5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

   If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United

States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 USC § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 USC §§ 47114, 47115, or 47117;
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received federal funds under Chapter 471 subchapter 1 of Title 49 USC, it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (https://www.faa.gov/airports/aip/aip_pfc_checklist) for AIP projects as of January 16, 2026.

35. Relocation and Real Property Acquisition.

a. It will be guided in acquiring real property, to the greatest extent practicable under state law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.

b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.

c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises (DBE)/Airport Concessions Disadvantage Business Enterprise (ACDBE) Program.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 USC § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 USC §§ 3801-3809, 3812).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

a. If the airport owner or operator of a medium or large hub airport (as defined in 49 USC § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:

1. Describes the requests;

2. Provides an explanation as to why the requests could not be accommodated; and
3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.

b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

40. Access to Leaded Aviation Gasoline

a. If 100-octane low lead aviation gasoline (100LL) was made available at an airport, at any time during calendar year 2022, an airport owner or operator may not restrict or prohibit the sale of, or self-fueling with, 100-octane low lead aviation gasoline.

b. This requirement remains until the earlier of December 31, 2030, or the date on which the airport or any retail fuel seller at the airport makes available an unleaded aviation gasoline that has been authorized for use by the FAA as a replacement for 100-octane low lead aviation gasoline for use in nearly all piston-engine aircraft and engine models; and meets either an industry consensus standard or other standard that facilitates the safe use, production, and distribution of such unleaded aviation gasoline, as determined appropriate by the FAA.

c. An airport owner or operator understands and agrees, that any violation of this grant assurance is subject to civil penalties as provided for in 49 USC § 46301(a)(8).

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Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: June 22, 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 JASON PARKER FOR HANGAR UNIT H 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 Jason Parker for Hangar Unit H at 31501 Bryan Circle, located at the City's east-side T-hangar complex at Pueblo Memorial Airport. The Lease commences July 1, 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:

None.

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 H at that complex is presently vacant. Mr. Parker has applied to lease Hangar Unit H for the storage of an aircraft.

The Lease has an initial term of one year commencing July 1, 2026, with four one-year renewal options exercisable by Mr. Parker on at least fifteen 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. Parker 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. Parker 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.

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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. PARKER 2026 07 01 LEASE AGREEMENT

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ORDINANCE NO. 11206

AN ORDINANCE APPROVING A T-HANGAR LEASE AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO HOME RULE MUNICIPAL CORPORATION, AND JASON PARKER FOR HANGAR UNIT H 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; NOW, THEREFORE,

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 Jason Parker, dated July 1, 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 June 08, 2026.

Final adoption of Ordinance by City Council on June 22, 2026.

DocuSigned by:
Mark Aliff
B7A4F51823AB462...
President of City Council

Docusign Envelope ID: B647D00D-0B4C-8DDD-826F-B29C9310329C

Action by the Mayor:

☒ Approved on 06/24/2026.

☐ 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

CITY OF PUEBLO
DEPARTMENT OF AVIATION
T-HANGAR LEASE AGREEMENT

This T-Hangar Lease Agreement ("**Lease**") is entered into this 1st day of July 2026 ("**Effective Date**"), between the City of Pueblo, a Colorado home rule municipal corporation ("**City**"), and Jason Parker, whose address is 2207 Overton Road, Pueblo, CO 81008 ("**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 H ("**Premises**"), for the sole purpose of storing one (1) aircraft bearing FAA registration number ("**N-number**") N789RF ("**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	Jason Parker 2207 Overton Road Pueblo, CO 81008 JPARKER1006@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:

_____
Jason Parker

CITY:
City of Pueblo, A Municipal Corporation

By: _____
Mayor

ATTEST:

By: _____
City Clerk

Docusign Envelope ID: E070B9A5-0A8A-8EE8-8117-B150DF0BB7F9

City Clerk's Office Item # S11

city of PUEBLO colorado

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: June 22, 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 SECOND AMENDMENT TO LEASE IMPROVED PROPERTY FOR THE USE OF LAND AT THE PUEBLO MEMORIAL AIRPORT BETWEEN THE CITY OF PUEBLO, A COLORADO HOME RULE MUNICIPAL CORPORATION, AND THE STATE OF COLORADO DEPARTMENT OF PUBLIC SAFETY, DIVISION OF FIRE PREVENTION AND CONTROL, AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME.

SUMMARY:

The State of Colorado Department of Public Safety, Division of Fire Prevention and Control, ("State") is desirous of extending their lease and adding an additional one thousand eight hundred (1,800) square feet of land for the use of a pumping station to prevent storm water contamination from potential illicit discharge of fire retardant.

PREVIOUS COUNCIL ACTION:

City Council approved the Lease Agreement through Ordinance 10243 on August 8, 2022, and the First Amendment to Lease on October 23, 2023, through Ordinance 10578.

BACKGROUND:

The State has been leasing office space and the Base at the Pueblo Memorial Airport since 2022. On September 13, 2023, an illicit discharge of fire retardant that reached the City of Pueblo Stormwater system prompted a notice of violation and corrective action by the State. As a result, the State installed a pumping system into the drainage catch basin to pump any discharge of fire retardant into a containment tank to prevent it from entering the stormwater system. The State provided the infrastructure and the pumping mechanisms, and the City provided approximately one thousand eight hundred (1800) square feet for installation and additional room for spatial barrier.

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

If City Council does not approve this Ordinance, the additional space will not be added to the leasehold.

RECOMMENDATION:

The Department of Aviation recommends approval of this Ordinance.

ATTACHMENTS:

1. CDFPC 2026 07 01 SECOND AMENDMENT & LEASE OPTION TO EXTEND

Docusign Envelope ID: E070B9A5-0A8A-8EE8-8117-B150DF0BB7F9

ORDINANCE NO. 11207

AN ORDINANCE APPROVING A SECOND AMENDMENT TO LEASE IMPROVED PROPERTY FOR THE USE OF LAND AT THE PUEBLO MEMORIAL AIRPORT BETWEEN THE CITY OF PUEBLO, A COLORADO HOME RULE MUNICIPAL CORPORATION, AND THE STATE OF COLORADO DEPARTMENT OF PUBLIC SAFETY, DIVISION OF FIRE PREVENTION AND CONTROL, AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME

WHEREAS, the City of Pueblo is the owner and operator of the Pueblo Memorial Airport together with the land on which said Airport is situated; and

WHEREAS, the State of Colorado Department of Public Safety, Division of Fire Prevention and Control, is desirous of leasing one thousand eight hundred (1800) square feet of land for a fire-retardant containment tank and infrastructure; NOW THEREFORE,

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

SECTION 1.

The Second Amendment to Lease Improved Real Property ("Lease"), by and between the City of Pueblo, a Municipal Corporation, and the State of Colorado Department of Public Safety, Division of Fire Prevention and Control, a copy of which is attached hereto and made a part hereof by reference, after having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

The Mayor is hereby authorized to execute the Lease in the name and on behalf of the City of Pueblo, where the Mayor may execute the Lease by electronic signature and such electronic signature shall be attributable to the Mayor and the City of Pueblo.

SECTION 3.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on June 08, 2026.

Final adoption of Ordinance by City Council on June 22, 2026.

DocuSigned by:
Mark Aliff
D7A4F51023AB462...
President of City Council

Action by the Mayor:

☒ Approved on 06/24/2026.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

Signed by:
3A85950B7BCA402...
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
F1C1AF0727D149A...
City Clerk

State of Colorado

Department of Personnel and Administration

Office of the State Architect

Real Estate Programs

Cover Page

Lease Amendment - Improved Real Property

Landlord:	**City of Pueblo, a Municipal Corporation**
Tenant:	**The State of Colorado acting by and through the Department of Public Safety for the use and benefit of the Division of Fire Prevention and Control**
Location:	**31501 Bryan Circle, Suites 110 & 120, Pueblo Colorado 81001 ("Office"), 31851 Walt Bassett Avenue, Pueblo, Colorado 81001 ("Base"), and 524 Cherokee Lane, Pueblo, Colorado 81001 ("New Space")**

Signature Page

IN WITNESS WHEREOF, the parties hereto have executed this **Agreement**.

Lessor/Landlord:

City of Pueblo, a Municipal Corporation

By: _____
Authorized Signatory

Name:

Title: Mayor

Date:

ATTEST:
By: _____
City Clerk, City of Pueblo (Affix City Seal)

Office of the State Architect (OSA)
Real Estate Manager (or authorized Delegate)

By: _____
Date:

State Office of Risk Management (if needed, as determined by OSA or OSC)
State Risk Manager (or authorized Delegate)

By: **N/A**_____
Date:

Legal Review (if needed, as determined by OSA or OSC)
Philip J. Weiser, Attorney General
Attorney General (or authorized Delegate)

By: N/A_____
Date:

Lessee/Tenant:

STATE OF COLORADO
Jared S. Polis, Governor
The Department of **Public Safety**

By: _____

Name:

Title:

Date:

All contracts must be approved by the State Controller:
C.R.S. § 24-30-202 requires that the State Controller approve all State contracts. This contract is not valid until the State Controller, or such assistant as he may delegate, has signed it. The Landlord is not authorized to begin performance until the contract is signed and dated below. If performance begins prior to the date below, the State of Colorado may not be obligated to pay for the good and/or services provided.

Office of the State Controller
Robert Jaros, State Controller
State Controller (or authorized Delegate)

By: _____

Effective Date: _____

Second Amendment To Lease
Improved Real Property

THIS **SECOND Amendment To Lease** ("Amendment"), for the purpose of amending that certain lease dated **August 17, 2022, and amended by the First Amendment to Lease dated November 1, 2023,** (the "Lease"), by and between **City of Pueblo, a Municipal Corporation**, whose address or principal place of business is **1 City Hall Place, Pueblo, CO 81003**, hereinafter referred to as "Landlord", and THE STATE OF COLORADO (the "State"), acting by and through the **Department of Public Safety for the use and benefit of the Division of Fire Prevention and Control** whose address is **1697 Cole Blvd, Suite 200, Lakewood, CO 80401**, hereinafter referred to as "Tenant". Both Landlord and Tenant may be referred to individually as a "Party", and shall collectively hereinafter be referred to as "Parties" to this Amendment.

Relating to the leased portion(s) of the building(s) **and land** located at **31501 Bryan Circle, Suites 110 & 120 ("Office"), 31851 Walt Bassett Avenue ("Base"), and 524 Cherokee Lane ("New Space")**, ~~hereinafter referred to as "Building",~~ in Pueblo County, Colorado, comprised of approximately

A. 524 Cherokee Lane consisting of approximately eight hundred and ninety-three (893) rentable square feet **of Office Space, Storage space in the Hangar for forklift and generator stowage, landside paved parking lot and dirt overflow parking lot; 0.51 total acreage as defined in Exhibit A1;**

B. 31501 Bryan Circle, Suite 110, consisting of approximately three hundred and fourteen (314) rentable square feet, and Suite 120 consisting of approximately six hundred and fifteen (615) rentable square feet;

C. 31851 Walt Bassett Ave, consisting of approximately thirty thousand (30,000) rentable square feet of the Base including the pumping station and approximately twenty-one thousand (21,000) rentable square feet of exclusive use parking apron for aircraft.

Exhibit A1 - 524 Cherokee Lane
Exhibit A2 - 31501 Bryan Circle, Suite 110 and 120
Exhibit A3 - 31851 Walt Bassett Ave

WHEREAS, Authority to enter into this Lease exists under Colorado Revised Statute (C.R.S.) § 24-1-136.5(7) and funds have been budgeted, appropriated and otherwise made available and a sufficient unencumbered balance thereof remains available for payment. Required approvals, clearance and coordination have been accomplished from and with appropriate agencies.

WHEREAS, **by this Second Amendment to Lease, the Parties agree to amend the Lease to: 1) at no extra cost to Tenant, add approximately one thousand eight hundred (1,800) square feet (30' x 60') to the Premises to include the discharge containment tank and electrical (see Exhibit A4); 2) extend the term of the Lease commencing on July 01, 2026, through June 30,**

2027; 3) stipulate the Monthly Rent for the extended term; and 4) otherwise amend and clarify the Lease; and

WHEREAS, proceeding Option Letter 3 executed May 29, 2025; proceeding Option Letter 2 executed April 17, 2024; proceeding Option Letter 1 executed April 28, 2023; and

WHEREAS, the Tenant is paying 100% of the monthly rental amounts due; and

WHEREAS, the Lease, the First Amendment to Lease, and this Second Amendment to Lease are hereinafter collectively referred to as the "Lease"; and

WHEREAS, this Second Amendment has been approved by the City of Pueblo, as Landlord, as a minor amendment under Section 1-5-2(2)(f) of the Pueblo Municipal Code, which authorizes the Mayor to agree to minor amendments to contracts previously approved by City Council; and

NOW, THEREFORE, Landlord and Tenant in consideration of the mutual promises contained herein, hereto agree to amend the Lease as follows:

1. **Term, Rent.**

   A. TO HAVE AND TO HOLD the same, together with all appurtenances, unto Tenant, for the term beginning the later of **July 01,2026**, and ending **June 30, 2027**, at and for a monthly rental (the "Monthly Rent") for the term as shown below:

   B. RENT. **31,822** sq. ft.

Term Dates (by Fiscal Year)	Monthly Rent	Annual Fiscal Term Rent
07/01/2026-06/30/2027	**$1,130**	**$13,560**

   C. For informational purposes and historical reference, the previous rent table(s) are shown in Schedule A.

   D. ~~§ 39-3-124 C.R.S. exempts real property leased by the State of Colorado from the levy and collection of property taxes. Therefore, the Adjusted Annual Rent/RSF as shown above does not include the **[Insert County]** County Property Taxes known at the time of drafting to be **$[Insert Real Estate Property TAX]**/RSF, or any tax based upon real property as defined and required by Article 2; when the current year Taxes are known, the Monthly Rent payment shall be adjusted accordingly. The Property Tax is estimated as known at the time of~~

~~drafting this document. The Parties agree to regular reconciliation of property tax exemptions.~~ **Landlord is tax exempt.**

2. Order of Precedence. The provisions of the Lease shall govern the relationship of the State and Landlord. In the event of conflicts or inconsistencies between the Lease and the FIRST and SECOND Amendment such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

    i. The provisions of the **SECOND** Amendment to Lease,
    ii. The provisions of the FIRST Amendment to Lease
    iii. The provisions of the main body of the Lease.

3. Except as modified by the provisions of this **SECOND** Amendment to Lease, all other terms and conditions in the Lease are hereby ratified and confirmed and remain in full force and effect.

4. The effective date of this **SECOND** Amendment to Lease shall not be prior to the date signed by the State Controller or his designee. In accordance with the requirements of C.R.S § 24-30-202 (1), as amended, this Amendment shall not be deemed valid until it has been approved by the State Controller, or such assistant as he may designate.

End of Main Body of Contract.

Schedule A

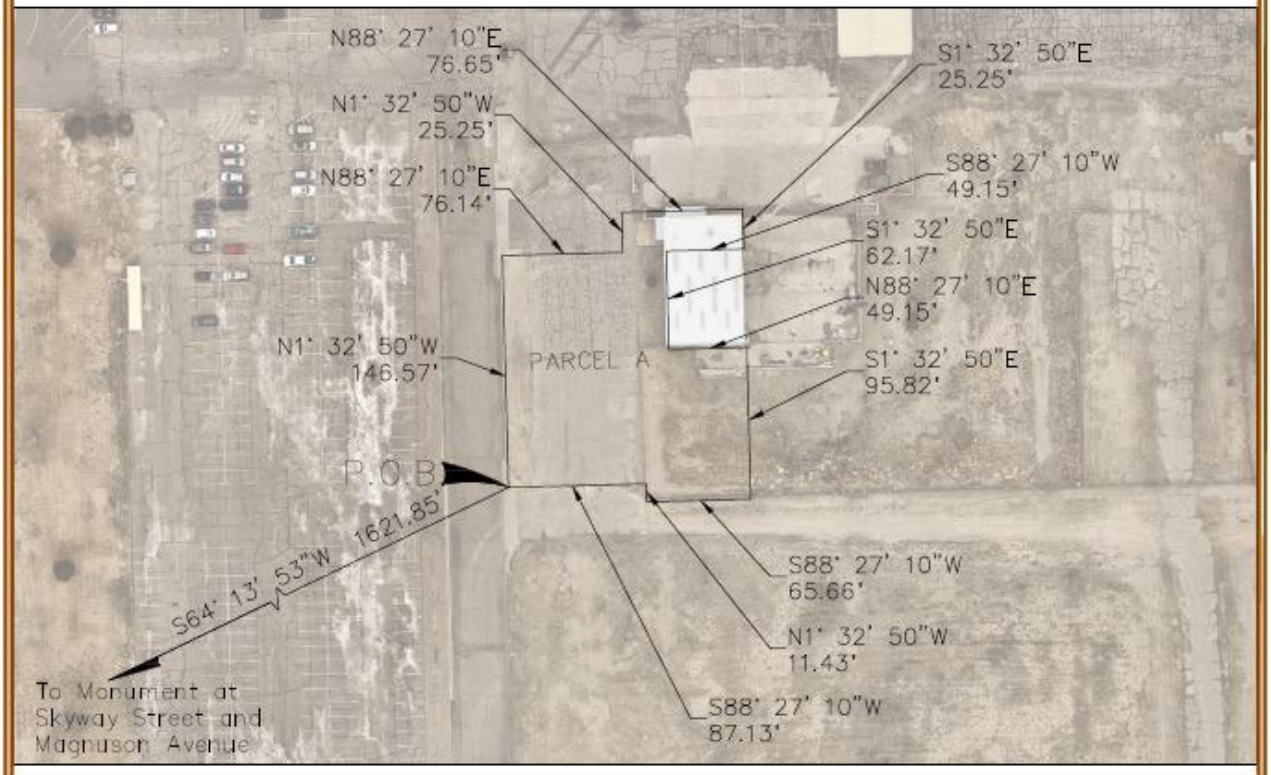
For informational purposes and historical reference, the previous rent table(s) are shown below:

Term Dates (by Fiscal Year)	Monthly Rent	Annual Fiscal Term Rent
Commencement Date - 06/30/2024	**$1,070.00**	**$12,840.00**
07/01/2024 - 06/30/2025	**$1,090.00**	**$13,080.00**
07/01/2025 - 06/30/2026	**$1,110.00**	**$13,320.00**
07/01/2026 - 06/30/2027	**$1,130.00**	**$13,560.00**

EXHIBIT A1

524 CHEROKEE LANE - PARCEL A

NORTH
W E
S
SCALE = 1"=100'
6-13-2023
City of Pueblo Bureau of Public Works



Description
A parcel of land located within a portion of Parcel H of Pueblo Memorial Airport Industrial Park Subdivision, located in the SE 1/4 of the NW 1/4 of Section 30, Township 20 South, Range 64 West of the Sixth Principal Meridian, being more particularly described as follows:

Parcel A
BEGINNING at a point from which the monument found at the intersection of Skyway Street and Magnuson Avenue bears S 64° 13' 53" W a distance of 1621.85 feet (bearings based on the monument found at the intersection of Skyway Street and Atlas Avenue to the monument found at the intersection of Skyway Street and Magnuson Avenue to bear N 1° 31' 26" W, with all bearings contained herein being relative thereto); thence N 01° 32' 50" W a distance of 146.57 feet; thence N 88° 27' 10" E a distance of 76.14 feet; thence N 1° 32' 50" W a distance of 25.25 feet; thence N 88° 27' 10" E a distance of 76.65 feet; thence S 01° 32' 50" E a distance of 25.25 feet, thence S 88° 27' 10"W a distance of 49.15 feet; thence S 01° 32' 50" E a distance of 62.17 feet; thence N 88° 27' 10" E a distance of 49.15 feet; thence S 01° 32' 50" E a distance of 95.82 feet; thence S 88° 27' 10"W a distance 65.66 feet; thence N 01° 32' 50"W a distance of 11.43 feet; thence S 88° 27' 10"W a distance of 87.13 feet to the POINT OF BEGINNING.

Area = 0.51 Acres (22,025 S.F.) more or less.

SHEET 1 OF 1

Exhibit A2

Exhibit A3

Exhibit A4

Docusign Envelope ID: 3A7E3A11-9FAE-8B0F-8363-C20AFA3372D3

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: June 22, 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 AWARDING AND APPROVING AN AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND SAFESIDE FOUNDATION, A COLORADO NON-PROFIT CORPORATION, FOR COMMUNITY SERVICES IN THE AMOUNT OF $210,000.00, FROM PROJECT ACCOUNT HOARP40, HOME-ARP CITY PROJECTS

SUMMARY:

This ordinance awards and approves an agreement to SafeSide Foundation to continue operations at the Pueblo Shelter through December 31, 2026.

PREVIOUS COUNCIL ACTION:

On March 27, 2023, City Council approved Ordinance #10419, accepting the HOME-ARP allocation in the amount of $3,090,925 and incorporating the HOME-ARP Allocation Plan.
On April 13, 2026, City Council approved Ordinance #11152, approving $145,000 transferred from CI2113, ARPA Interest, and $100,000 budgeted and appropriated from the unappropriated fund balance, to account 10180200-58156 – Shelter Operations.

BACKGROUND:

On March 16, 2026, Mayor Graham presented a proposal during the City Council work session to fund the Pueblo Shelter through the remainder of the 2026 calendar year. Without additional support, the shelter's current funding will be exhausted at the end of May 2026, leaving a critical gap in operations for the rest of the year.
To fund shelter operations through 2026, the following was proposed:
$145,000 CI2113, ARPA Interest
$100,000 budgeted and appropriated from the unappropriated fund balance.
$210,000 HOARP40, HOME-American Rescue Plan Act
This additional funding will not only sustain ongoing shelter services through December 31, 2026, but also support the implementation and management of planned capital

Docusign Envelope ID: 3A7E3A11-9FAE-8B0F-8363-C20AFA3372D3

improvements at the site, which are expected to come online later in 2026.

FINANCIAL IMPLICATIONS:

Funds in the amount of $210,000 from HOARP40, HOME-ARP will be encumbered.

BOARD/COMMISSION RECOMMENDATION:

Not Applicable.

STAKEHOLDER PROCESS:

Not Applicable.

ALTERNATIVES:

Council could deny this action and it would result in a lack of funding for shelter operations.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. Ordinance 10419
2. SafeSide Community Services Agreement

Docusign Envelope ID: 3A7E3A11-9FAE-8B0F-8363-C20AFA3372D3

ORDINANCE NO. 11208

AN ORDINANCE AWARDING AND APPROVING AN AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND SAFESIDE FOUNDATION, A COLORADO NON-PROFIT CORPORATION, FOR COMMUNITY SERVICES IN THE AMOUNT OF $210,000.00, FROM PROJECT ACCOUNT HOARP40, HOME-ARP CITY PROJECTS

WHEREAS, a Shelter Operations and Facility Use Agreement was approved by City Council on June 9, 2025; and

WHEREAS, on March 27, 2023, City Council approved Ordinance #10419, accepting the HOME-ARP allocation in the amount of $3,090,925 and

WHEREAS, additional funding is necessary to continue to fund Pueblo Shelter Operations through 2026; NOW, THEREFORE,

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

SECTION 1.

The Community Services Agreement, a copy of which is attached and incorporated herein, having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

The Mayor is hereby authorized to execute said Amendment for and on behalf of the City and the City Clerk is authorized to affix the seal of the City thereto and attest same.

SECTION 3.

The Mayor is hereby authorized to execute an Operating 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 4.

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 5.

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.

Docusign Envelope ID: 3A7E3A11-9FAE-8B0F-8363-C20AFA3372D3

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 June 08, 2026.

Final adoption of Ordinance by City Council on June 22, 2026.

DocuSigned by:
Mark Cliff
B7A4F51823AB462...
President of City Council

Action by the Mayor:

☒ Approved on 06/24/2026.

☐ 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

ORDINANCE NO. 10419

AN ORDINANCE APPROVING AND ADOPTING A SUBSTANTIAL AMENDMENT TO THE CITY OF PUEBLO'S FY2021 ACTION PLAN INCORPORATING THE HOME INVESTMENT PARTNERSHIP AMERICAN RESCUE PLAN (HOME-ARP) ACT FUNDS ALLOCATED TO THE PUEBLO CONSORTIUM, AND AUTHORIZING THE MAYOR TO EXECUTE AND SUBMIT THE SUBSTANTIAL AMENDMENT TOGETHER WITH ALL REQUIRED AND NECESSARY CERTIFICATIONS, ASSURANCES AND DOCUMENTATION TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

WHEREAS, the City of Pueblo is designated as the participating jurisdiction of the Pueblo Consortium, and an entitlement city under the Housing and Community Development Act of 1974, and will receive HOME Investment Partnership, American Rescue Plan Act Grant Funds (HOME-ARP) for fiscal year 2021; and

WHEREAS, the City of Pueblo conducted a citizen participation process in accordance with the HOME-ARP requirements 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 Substantial Amendment of the City of Pueblo's FY2021 Action Plan containing the HOME-ARP Grant and the HOME-ARP Allocation Plan, dedicating funding for HOME-ARP eligible programs, has been developed to give maximum feasible priority to benefit HOME-ARP Qualifying Populations based on needs identified through public and stakeholder outreach, as required by HUD, and is hereby approved, adopted, and incorporated herein.

SECTION 2.

The Mayor is hereby authorized to execute and submit, in the name of the City of Pueblo, the applications (SF-424/SF-424D) and the Substantial Amendment to the FY2021 Action Plan containing the HOME-ARP Allocation Plan, together with all required and necessary certifications, assurances, and documentation to the U.S. Department of Housing and Urban Development.

SECTION 3.

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

SECTION 4.

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

SECTION 5.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on March 13, 2023.

Final adoption of Ordinance by City Council on March 27, 2023.

President of City Council

Action by the Mayor:

☒ Approved on March 29, 2023.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

Mayor

Action by City Council After Disapproval by the Mayor:

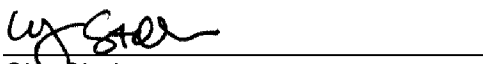
☐ Council did not act to override the Mayor's veto.

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

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

_____
President of City Council

ATTEST



City Clerk

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: March 27, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Bryan Gallagher, Director of Housing and Citizen Services

SUBJECT: AN ORDINANCE APPROVING AND ADOPTING A SUBSTANTIAL AMENDMENT TO THE CITY OF PUEBLO'S FY2021 ACTION PLAN INCORPORATING THE HOME INVESTMENT PARTNERSHIP AMERICAN RESCUE PLAN (HOME-ARP) ACT FUNDS ALLOCATED TO THE PUEBLO CONSORTIUM, AND AUTHORIZING THE MAYOR TO EXECUTE AND SUBMIT THE SUBSTANTIAL AMENDMENT TOGETHER WITH ALL REQUIRED AND NECESSARY CERTIFICATIONS, ASSURANCES AND DOCUMENTATION TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

SUMMARY:

This Ordinance approves a substantial amendment to the FY2021 Action Plan adopted through Ordinance No. 9975 on July 26, 2021. This amendment to the FY2021 Action Plan incorporates the HOME-ARP Grant into the FY2021 Annual Action Plan and distributes the HOME-ARP funding ($3,090,925.00) in accordance with the HOME-ARP Allocation Plan. The U.S. Department of Housing and Urban Development's approval of the Pueblo Consortium's HOME-ARP Allocation Plan is required to access the funding.

PREVIOUS COUNCIL ACTION:

The City Council passed the FY2021 Annual Action Plan under Ordinance No. 9975 on July 26, 2021, and accepted the HOME-ARP Grant under Ordinance No. 10129 on March 14, 2022.

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. The City of Pueblo receives HOME Investment Partnership Funds through the Pueblo Consortium authorized by Ordinance No. 9899. The City is required to complete a Substantial Amendment to the Annual Action Plan

when projects are added or deleted or when the funding within the Annual Action Plan is changed by more than ten percent. This Substantial Amendment to the FY2021 Annual Action Plan incorporates the HOME-ARP Grant into the FY2021 Annual Action Plan and dedicates the HOME-ARP Grant funding in accordance with the HOME-ARP Allocation Plan included with this Substantial Amendment. The HOME-ARP Allocation Plan and the accompanying documentation serves to amend the City's original application to HUD for the FY2021 Community Development Block Grant (CDBG) and HOME Investment Partnership Act Grant (HOME).

A public meeting was held to receive citizen input and to hear applicant presentations on January 10, 2023. Notice of the proposed Substantial Amendment to the Annual Action Plan was published on February 27, 2023 and the text thereof made available to the public for review on February 28, 2023, formally opening the public comment period for fifteen-days. Public meetings were held on January 10, 2023, and March 10, 2023. Copies were available at the City Clerk's Office, the Rawlings Library, the Department of Housing and Citizen Services (Department), and the City's website.

FINANCIAL IMPLICATIONS:

The Pueblo Consortium will have access to $3,090,925.00 dedicated to assist homeless individuals and families, those at risk of homelessness, those fleeing domestic violence, and other populations identified in Section IV of the HUD Community, Planning, and Development Notice 21-10 published on September 13, 2021.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

The following stakeholder processes were undertaken by the Department and the Pueblo County Department of Human Services. On December 21, 2022 and December 23, 2022, notice of public hearing to receive public input for the development of the HOME-ARP allocation plan was printed in *The Pueblo Chieftain*. Public hearings were held in City Council Chambers on January 10, 2023 and March 10, 2023. Six, one-hour, stakeholder sessions were held between January 25, 2023 and February 2, 2023 to gain input on the community's homeless population in the following areas: issues specific to veteran populations, issues specific to those fleeing domestic violence and human trafficking, issues related to fair housing, issues specific to the Spanish speaking population, and issues the homeless services providers have identified through their service.

ALTERNATIVES:

The City Council can choose to not to adopt the Substantial Amendment to the FY2021 Annual Action Plan and forego the HOME-ARP funds.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. Pueblo CO_Display HOME-ARP Plan
2. Pueblo_SF424_4_0-V4.0 (002)
3. Pueblo_SF424B-V1.1
4. Pueblo_SF424D-V1.1

OMB Number: 4040-0007
Expiration Date: 02/28/2025

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.

2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C.§§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U. S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
Nicholas Gradisar	Mayor
APPLICANT ORGANIZATION	DATE SUBMITTED
City of Pueblo	3-21-2023

Standard Form 424B (Rev. 7-97) Back

ASSURANCES - CONSTRUCTION PROGRAMS

OMB Number: 4040-0009
Expiration Date: 02/28/2025

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant:, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29) U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statue(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statue(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.

14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).

18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
Nicholas Gradisar	Mayor
APPLICANT ORGANIZATION	DATE SUBMITTED
City of Pueblo	3-29-2023

SF-424D (Rev. 7-97) Back

OMB Number: 4040-0004
Expiration Date: 12/31/2022

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: HOME-ARP Grant

5a. Federal Entity Identifier:

5b. Federal Award Identifier: M-22-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: NJK3BNUDRHJ7

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:

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

Prefix: Mr.
* First Name: Bryan
Middle Name: Patrick
* Last Name: Gallagher
Suffix:

Title:

Organizational Affiliation: Director

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

* Email: bgallagher@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. Catalog of Federal Domestic Assistance Number:

14.239

CFDA Title:

HOME Investment Partnership

*** 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 American Rescue Plan Act (HOME-ARP) funds assist the City of Pueblo to provide programs and housing directed to assist homeless individuals and families.

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: 01/01/2023 | * b. End Date: 09/30/2030

18. Estimated Funding ($):

* a. Federal	3,090,925.00
* b. Applicant	
* c. State	
* d. Local	
* e. Other	
* f. Program Income	
* g. TOTAL	3,090,925.00

*** 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:	Mr.
* First Name:	Nicholas
Middle Name:	A.
* Last Name:	Gradisar
Suffix:	
* Title:	Mayor
* Telephone Number:	719-553-2655
Fax Number:	
* Email:	ngradisar@pueblo.us
* Signature of Authorized Representative:	Nicholas Gradisar
* Date Signed:	3-29-2023

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

THIS AGREEMENT ("Agreement") is made and entered into this 30th day of June 2026, by and between the City of Pueblo, a Municipal Corporation, hereinafter referred to as the "City" and **Safeside Foundation, a Colorado nonprofit corporation**, hereinafter referred to as the "Subrecipient" for **Shelter Operations.**

WITNESSETH THAT:

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 through the HOME Investment Partnership, American Rescue Plan Act Grant Funds (HOME-ARP); 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 **Two hundred and ten thousand and 00/100 Dollars (U.S. $210,000.00).**

(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 **July 1, 2026,** to **December 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 Subrecipient 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. Subrecipient shall vacate all of its operations, property and staff from any City buildings or real property.

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: (July 1 – September 30) – October 15, 2026**
2. **Second Quarter: (October 1 – December 31) – January 15, 2027**
3. **Close-out Report: January 15, 2027**

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:
Safeside Foundation

ATTEST:

By_____
Signature

By_____
Signature

Name_____

Name_____

Title_____

Title_____

EXHIBIT A
SCOPE OF SERVICES

A. Principal Tasks

The Subrecipient will be responsible for administering shelter response services for low-income individuals and families. 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 goals of the Subrecipient's efforts under this Agreement will be as follows:

1. SafeSide shall manage the day-to-day shelter operations with a minimum of 92 beds at the Property located at 728 West 4th, Pueblo, CO 81003..

2. SafeSide shall manage the operation of the Emergency Shelter located at 710 West 4th, Pueblo, CO 81005 with a minimum of 51 available beds.

3. Should the City install Non-congregate Modular Shelter Units "Units", SafeSide shall manage the operation of the Units.

4. For each of the shelter types set forth in the preceding paragraphs within the Leased Premises, as descried in the Shelter Operations and Facility Use Agreement dated June 9, 2025, SafeSide shall hire, supervise, train, and schedule all employees and subcontractors needed and required for the efficient operation, maintenance, and management of the same, including but not limited to the following services:

   (a) all sanitary, cleaning, pest removal, and janitorial services,
   (b) certified food services,
   (c) security, and
   (d) overnight shift coverage.

5. SafeSide shall provide prompt, courteous, and respectful service. SafeSide shall provide reasonable accommodations for overnight residents with disabilities as required by local, state and federal law.

6. Shelter staff shall utilize strong partnerships with community organizations that deal frequently with chronically homeless individuals (i.e., homeless outreach programs, law enforcement, mental health providers, hospitals) to identify potential participants.

7. SafeSide shall serve a variety of individuals and families, when appropriate space is available, who may otherwise not be able to access existing shelter facilities due to extensive behavioral health challenges, opioid use disorder, substance abuse disorder, mental health conditions, medical issues, provided that SafeSide may refer individuals to other resources in the event their needs exceed what SafeSide is able to reasonably support.

8. SafeSide shall make reasonable efforts to communicate with community partners directly about shelter services, criteria, and how to access services so that information is also readily available to potential participants.

9. SafeSide shall provide onsite security and develop a plan to mitigate any potential impacts to the surrounding neighborhoods, while ensuring a high-level of safety for program participants and support staff.

10. SafeSide shall immediately notify the City by phone of serious incidents, including physical injuries, misconduct, property damage, trespass, security breaches, claims, or police intervention on the Leased Premises. Written incident reports must be submitted to the City within 24 hours of the incident.

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.

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:

Personnel Services:

Salaries, fringe	$210,000.00
TOTAL	**$210,000.00**

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 **July 1, 2026,** and end on the **December 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 HOME-ARP 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 is 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)];

(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 HOME-ARP 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).

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
Safeside Foundation

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 HOME-ARP funds will not be processed until all necessary information and forms are complete. Incomplete requests will be returned to the agency.

_____
Executive Director

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City Clerk's Office Item # S13

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: June 22, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Clyde Bishop, City Clerk

FROM: Elizabeth Drake, Assistant City Attorney
Barb Huber, Fire Chief

SUBJECT: AN ORDINANCE REPEALING CHAPTER 2, TITLE III OF THE PUEBLO MUNICIPAL CODE RELATING TO AND ADOPTING A NEW CHAPTER 2, TITLE III OF THE 2021 INTERNATIONAL FIRE CODE PUBLISHED BY THE INTERNATIONAL CODE COUNCIL, INC., 4051 FLOSSMOOR ROAD, COUNTRY CLUB HILLS, IL 60478, ALONG WITH CERTAIN AMENDMENTS THERETO AND PROVIDING REMEDIES AND PENALTIES FOR THE VIOLATION THEREOF

SUMMARY:

Attached is an Ordinance which adopts the 2021 International Fire Code. It repeals the current Fire Code as codified in Chapter 2 of Title III of the Pueblo Municipal Code and replaces it with a new chapter to more closely track the rules and regulations as set out in the most current International Fire Code (I.F.C.).

PREVIOUS COUNCIL ACTION:

Article II of Title III (International Fire Code) was first adopted in 1957. Periodically, the City Council has adopted updated versions of the International Fire Code with minor amendments, most recently in 2015. The Council adopted the 2015 International Fire Code on July 13, 2015, by Ordinance No. 8900.

BACKGROUND:

The International Fire Code addresses life safety, fire prevention, fire protection and the safe storage and use of hazardous materials both on land and also within those new and existing buildings.

The proposed Ordinance adopts the 2021 International Fire Code with minor amendments to include some appendices which together shall regulate the minimum fire

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safety requirements for new and existing sites, buildings, facilities, storage, processes and practices within the jurisdiction. Adoption of this version of the International Fire Code will align with those most recent adoptions of the following interconnected construction codes:

- 2021 International Building Code, 2021 International Energy Conservation Code, 2021 International Existing Building Code, (Ordinance No. 10466).
- 2021 International Mechanical Code, 2021 International Fuel and Gas Code, (Ordinance No. 10467).
- 2021 International Plumbing Code, 2021 International Residential Code, 2021 International Swimming Pool and Spa Code, (Ordinance No. 10684).

Adoption of this version avoids additional requirements that will apply if the Code is adopted on or after July 1, 2026.

This new revision will separate ordinances involving the Fire Department outside the I.F.C. into a different section to allow for easier revisions in the future such as offenses on burn restrictions and fees.

FINANCIAL IMPLICATIONS:

Adopting the code has no cost to City.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

A county wide group of fire officials, to include Pueblo City Fire, Pueblo West Fire, Pueblo Rural Fire, Rye Fire, Beulah Fire, Pueblo County Emergency Services Bureau, have met with members of the Southern Colorado Building Department, formally the Pueblo Regional Building Department, periodically over the past few years to review the codes and make recommendations on amendments in order to achieve the best possible consistency regarding code requirements for all our citizens throughout Pueblo County, the City of Pueblo and the combined Pueblo metropolitan areas.

Additionally, changes have been reviewed by the Director of Public Works.

ALTERNATIVES:

Failure to enact this Ordinance will result in the City continuing to operate under an outdated Fire Code. Not acting would also perpetuate a conflict between the adopted 2021 interconnected construction codes and our current Fire Code. This could result in the lowering of the Department's Insurance Services Office, Inc. ("ISO") rating.

RECOMMENDATION:

Approve the Ordinance.

ATTACHMENTS:

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1. Ordinance
2. Ordinance (redlined)

Docusign Envelope ID: 3A779A74-2B3E-8D2B-838B-9D71949E53A7

ORDINANCE NO. 11209

AN ORDINANCE REPEALING CHAPTER 2, TITLE III OF THE PUEBLO MUNICIPAL CODE RELATING TO AND ADOPTING A NEW CHAPTER 2, TITLE III OF THE 2021 INTERNATIONAL FIRE CODE PUBLISHED BY THE INTERNATIONAL CODE COUNCIL, INC., 4051 FLOSSMOOR ROAD, COUNTRY CLUB HILLS, IL 60478, ALONG WITH CERTAIN AMENDMENTS THERETO AND PROVIDING REMEDIES AND PENALTIES FOR THE VIOLATION THEREOF

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

SECTION 1.

Title III of the Pueblo Municipal Code is hereby amended by the repeal of the current Chapter 2 and the enactment of the following new Chapter 2:

Article II - International Fire Code

Sec. 3-2-21. - Legislative findings; International Fire Code adoption by reference.

(a) Legislative findings.

(1) City Council hereby finds and declares that there are numerous fire, chemical and explosive risks within the City which affect or are likely to adversely affect public health, safety and welfare. To correct and prevent the existence of such adverse conditions and to achieve and maintain such levels of fire prevention and fire safety as will protect and promote public health, safety and welfare, the establishment and adoption of the 2021 International Fire Code is necessary.

(2) The purpose of this Chapter is to protect public health, safety and welfare from the adverse effects of fire, explosions and chemical spills.

(3) The 2021 International Fire Code provides reasonable and nationally recognized standards for fire prevention and safety.

(b) International Fire Code adopted by reference. The International Fire Code, 2021 Edition, including the appendices thereto, promulgated and published by the International Code Council, Inc., 4051 Flossmoor Road, Country Club Hills, IL, 60478, November 2020, hereinafter referred to as the International Fire Code (IFC), is hereby adopted and enacted by reference as the fire prevention code of the City; provided, however, that the following portions or provisions thereof are not hereby adopted: (a) the Preface, (b) the sample form of ordinance adopting the I.F.C., (c) Appendix A, Board of Appeals, (d) Appendix E, Hazard Categories, (e) Appendix G, Cryogenic Fluids, (f) Appendix J, Building Information Sign, and (g) Appendix L, Requirements for Fire Fighter Air Replenishment Systems. Whenever this Code refers to the "International Fire Code"

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or "I.F.C.," the reference shall be taken to mean the International Fire Code, 2021 Edition, as adopted and amended in this Chapter.

(c) Copies of the I.F.C., 2021 Edition, are available in the office of the Fire Inspector for the City of Pueblo, 1551 Bonforte Blvd., Pueblo, CO, 81001 for distribution and sale to the public.

Sec. 3-2-22. - Division of Fire Prevention; establishment; supervisor.

Sections 103.1, 103.2, and 103.3 of the I.F.C. are amended as follows:

The International Fire Code and this Article II shall be enforced by the Division of Fire Prevention in the Fire Department of the City, which is hereby established and which shall be operated under the supervision of the Chief of the Fire Department. The Chief of the Fire Department may assign one (1) assistant or deputy chief as the head of the Division of Fire Prevention, and such other members of the Fire Department as inspectors from time to time as he or she shall deem necessary. The Chief, the head of the Division of Fire Prevention and such assigned inspectors shall be vested with the authority of a police officer with respect to the enforcement of this Article and the International Fire Code, including the authority to issue a summons and complaint for violation thereof.

Sec. 3-2-23. - Dual coverage; most restricted governs.

If any section or sections contained in the International Fire Code are also covered by a section or sections of the International Building Code, the National Electrical Code, or other International Code Council, as the same may be now or hereafter altered, amended or adopted, the most restricted provision or that imposing the highest standard shall govern. Section 102.7 is repealed.

Sec. 3-2-24 -Definitions.

(a) In General: Any reference to jurisdiction in the I.F.C. shall be the City of Pueblo, including Pueblo Memorial Airport, and Pueblo Mountain Park, any reference to agency, bureau or department shall refer to the City of Pueblo Fire Department. Any reference to the Code Official or Fire Code Official in the I.F.C. shall mean the Chief of the Fire Department and any inspector or Assistant or Deputy Chief as assigned by the Chief of the Fire Department. Any reference to codes outside of the I.F.C. refers to those codes adopted by the City of Pueblo.

(b) AGENCY. Wherever the word "agency" is used in the International Fire Code, it shall be held to mean the Division of Fire Prevention of the City of Pueblo Fire Department.

(c) DEPARTMENT. Wherever the words "department" are used in the International Fire Code, it shall be held to mean the City of Pueblo Fire Department.

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(d) FIRE CODE OFFICIAL. Wherever the word "fire code official" is used in the International Fire Code, it shall be held to mean the Chief of the Fire Department or any Assistant Chief, Deputy City or Inspector as assigned by the Chief of the Fire Department.

(e) JURISDICTION. Wherever the word "jurisdiction" is used in the International Fire Code, it shall be held to mean the City of Pueblo and those areas outside the city limits but within Pueblo County for which the Pueblo City Fire Department is responsible.

(f) Section 202 General Definitions shall include the following definitions:

1. BONFIRE. An outdoor fire utilized for ceremonial purposes. An outdoor fire, greater than 3 feet in diameter and 2 feet in height, utilized for any religious, celebratory, or similar purpose.

2. EMERGENCY VEHICLE ACCESS. A continuous and unobstructed paved or otherwise approved way of ingress and egress from a public roadway to a development specifically intended for the use of emergency service vehicles and not the general public.

3. FLAME EFFECTS. The combustion of flammable solids, liquids, or gases to produce thermal, physical, visual, or audible phenomena before an audience.

Sec. 3-2-25. - Board of Appeals.

Section 111 of the International Fire Code as amended and adopted by the City is hereby deleted in its entirety and amended to read as follows:

(a) Any person aggrieved by any ruling, decision, interpretation or order of the Fire Chief, the Deputy or Assistant Fire Chief in charge of fire prevention or the Fire Department, shall have the right to appeal to the Fire Board of Appeals, which is hereby created.

(b) Board Membership: The Fire Board of Appeals shall consist of five (5) members who shall be qualified by experience or training in Pueblo fire safety or related matters. The Fire Chief shall be a nonvoting ex officio member and shall act as secretary of the Board. The Board of Appeals shall be appointed by the Mayor, subject to City Council confirmation, for such terms and upon such conditions as shall be set forth by the Mayor. The Board members shall serve at the pleasure of the Mayor.

(c) Rules of Proceedings: The Board shall adopt reasonable rules and regulations for conducting its proceedings and shall render all decisions and findings in writing to the Fire Chief, with a duplicate copy to the appellant, and may recommend to the Mayor such new legislation as the Board may deem necessary.

(d) Filing an Appeal: Any aggrieved person appealing any ruling, decision, interpretation or order shall file a written appeal setting forth the grounds and reasons for such appeal with the Fire Chief within fourteen (14) days from the date of such ruling, interpretation, order or decision which is being appealed.

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(e) Hearing: If such notice is timely filed, the Board of Appeals shall set a time and place for a hearing and, by first class mail, postage prepaid, notify the party filing the appeal. The date of the hearing shall be not more than twenty-one (21) days after the filing of the appeal. The hearing shall be open to the public and all interested persons shall be heard. The Board of Appeals, by majority vote of the members present, shall affirm, modify or reverse any appealed ruling, interpretation, order or decision of the Fire Chief, the Deputy or Assistant Fire Chief for fire prevention or the Fire Department. The Board of Appeals may permit a variance from the strict terms and provisions of this Chapter or the International Fire Code as adopted by the City in order to avoid extreme hardship, provided that such variance can be made without increasing the hazards to the health or safety of persons or property, and further provided that the granting of such variance will not violate the intent and purposes of the fire code. Mere inconvenience to the appellant shall not be grounds for the granting of a variance.

Sec. 3-2-26. - Additional modifications to the International Fire Code.

The following Sections or Subsections of the International Fire Code and Appendices thereto, as adopted by this Chapter, are amended as follows:

(1) Subsection 104.1.1 is amended to read as follows:

Subsection 104.1.1 Minimum standards. Where any provision of this code makes a reference to a “minimum” or “not less than” specification, to include any measurements, dimensions or distances; the fire code official is authorized to require, and shall have the authority to require, that those specifications be modified including increasing or enlargement when, given the attendant circumstance, the minimum standards do not meet the intent and purpose of this code, or would cause an unsafe condition.

(2) Subsection 105.5.16 is amended to include fireworks.

(3) Subsection 105.5.48 is amended to read as follows:

105.5.48 Storage of scrap tires and tire byproducts. An operational permit is required to establish, conduct or maintain storage of scrap tires and tire byproducts that exceeds 2,500 cubic feet (71 m^2) of total volume of scrap tires, and for indoor or outdoor storage of tires and tire byproducts.

(4) Subsection 107.2 is amended to read as follows:

107.2 Schedule of permit or related fees. Where a permit, plan review, inspection, service or activity is required, a fee for each of these shall be paid as required, in accordance with the schedule as established by the applicable governing authority.

(5) Subsection 107.2.1 is amended to read as follows:

107.2.1 Fees established by resolution. The fees for operational permits, construction permits, plan review and all other services or activities performed by the Fire Department or the fire code official shall be established by resolution adopted by the City Council.

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(6) Subsection 107.5.1 is amended to read as follows:

107.5.1 Plan review and inspection fees. Whenever an application for any building permit pursuant to the International Building Code or Chapter 2 of Title IV of the Pueblo Municipal Code requires plan review for compliance with the International Fire Code, or any inspection or reinspection by the fire code official, the applicant shall be required to pay a plan review and/or inspection fee to the City.

(7) Subsection 107.6 is amended to read as follows:

107.6 Fees prorated or refunded. Unless specifically provided otherwise in this fire prevention code or Title III of the Pueblo Municipal Code, no fee or charge shall be prorated or refunded.

(8) Subsection 109.3.1 is amended to read as follows:

109.3.1 Inspection, Test and Maintenance Records. All inspection, test, and maintenance reports to include repairs related to the requirements of this code shall be filed within 7 days of the system inspection, test, or maintenance. The reports shall be filed with an approved third-party agency designated by the *fire code official*, using the format and electronic filing system specified by the third-party filing service. Any filing and reporting costs will be the responsibility of the licensed submitting contractor. Failure to utilize the designated reporting system within 30 days may result in re-inspection fees, revocation of licensure, and/or a court summons to the fire protection contractor.

(9) Subsection 113.4 is amended to read as follows:

113.4 Failure to comply. It is unlawful for any person to continue, after having been served with a stop order that directs that person to perform or to remove a violation or unsafe condition. It is a Class one municipal offense for persons operating or maintaining an occupancy, premises, or vehicle subject to this code who allow a hazard to exist or fail to take immediate action to abate a hazard on such occupancy, premises, or vehicle when ordered or notified to do so by the code official.

(10) Subsection 113.5 is amended to read as follows:

113.5 Penalties. It is unlawful for any person to violate any of the provisions of this part including any provisions of the International Fire Code, International Fire Code Appendices, and International Fire Code Amendments, as adopted. All penalties are defined further in this code.

(11) Subsection 1101.1 is amended to read as follows:

1101.1 Scope. The provisions of this chapter shall apply to existing buildings constructed prior to the adoption of this code. Except that if an existing building contains in whole or in part, an Ambulatory Care Facility, the provisions of Appendix K, as adopted, shall also apply.

(12) Paragraph 1 of Subsection 3103.2 is amended to read as follows:

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3103.2 Approval Required. Tents and membrane structures having a tent or membrane surface area in excess of 600 square feet (56 m^2) or having an occupancy of more than fifty (50) persons shall not be erected, operated or maintained for any purpose without first obtaining a permit and approval from the fire code official.

(13) Subsection D101.1 of Appendix D is amended to read as follows:

D101.1.1 Road design and construction. approved fire apparatus access roads shall be in accordance with this appendix and/or the most recent Roadway Classification Design Standards and Policies adopted by City Council pursuant to the authority of Section 12-4-7 of the Pueblo Municipal Code, as amended. Where, in any specific case, different material, methods of construction or other requirements are specified, the most restrictive shall apply/govern.

Sec. 3-2-27. - Responsibility for damages; liability of City.

(a) The provisions of this Chapter and the I.F.C. shall neither release nor discharge any person from any liability imposed by law for any injury to persons or damage to property caused by or resulting from the performance or failure to perform work or furnishing materials covered by this Chapter.

(b) Nothing in this Chapter or the I.F.C. is intended to create any duty upon the City, the Pueblo Fire Department or either of their agents or employees. Neither the City nor any of its agents or employees will be held liable for any injury to persons or damage to property by reason of any act or failure to perform any act authorized or required by this Chapter or the I.F.C.

Sec. 3-2-28. - Unlawful conduct and criminal penalties; revocation of permits; other enforcement.

(a) Subsection 112.1 is amended to read as follows:

112.1 Unlawful acts. It shall be unlawful, and a Class one municipal offense, for a person, firm or corporation to erect, construct, alter, repair, remove, demolish or utilize a building, occupancy, premises or system regulated by this code, or cause same to be done, in conflict with or in violation of any of the provisions of this code.

(b) Subsection 112.4 is amended to read as follows:

112.4 Violation penalties. Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter, repair or do work in violation of the *approved construction documents* or directive of the fire code official, or of a permit or certificate used under provisions of this code, shall be guilty of a Class one municipal offense. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

(c) Subsection 112.4.1 is amended to read as follows:

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112.4.1 Abatement of violation. In addition to the imposition of the penalties herein described, the *fire code official* is authorized to institute appropriate action to prevent unlawful construction or to restrain, correct or abate a violation; or to prevent illegal occupancy of a structure or premises; or to stop an illegal act, conduct of business or occupancy of a structure on or about any premises.

(d) It shall be unlawful for any person to knowingly violate, disobey, omit, neglect, refuse or fail to comply with or resist the enforcement of any provision of this Chapter or of the International Fire Code.

(e) It shall be unlawful for any person to refuse or fail to timely comply with any order issued by the Chief of the Fire Department, the head of the Division of Fire Prevention or other designated fire inspector pursuant to the provisions of this Chapter or the International Fire Code.

(f) It shall be unlawful for any person to knowingly make any false statement, representation or certification in any application, record, report, plan or other document filed or required to be maintained pursuant to any requirement of this Chapter or the International Fire Code.

(g) Any permit issued pursuant to the provisions of this Chapter or the International Fire Code may be suspended, terminated or revoked by the Chief of the Fire Department for:

(1) Any of the reasons stated in Section 105 of the International Fire Code; or

(2) Any material violation of the terms of said permit or requirements applicable thereto. In addition, the Chief may immediately suspend any permit issued pursuant to Title III of the Pueblo Municipal Code upon the arrest of any permittee or any agent or employee of such permittee for possession of fireworks with intent to sell or offer to sell the same.

(h) In the event any owner or occupant of premises within the City shall refuse entry to the Chief or any fire inspector, or if any premises are locked and the Chief or any fire inspector has been unable to obtain permission of the owner or occupant to enter, the Municipal Court is authorized to issue a search warrant authorizing such entry in accordance with the procedures set forth in the Colorado Municipal Court Rules.

(i) In the event that any owner or occupant of premises within the City, or any licensee or permittee, shall fail or refuse to comply with any provision of this Chapter, the International Fire Code or any license or permit issued thereunder, the City may initiate an action for injunctive relief in any court of competent jurisdiction to compel compliance with said Chapter, International Fire Code, license or permit.

(j) The enforcement remedies set forth in this Section and in Section 112 of the International Fire Code are hereby expressly declared to be cumulative, and the exercise of any one (1) or more of them is not dependent upon the exercise of any other remedy, nor does the exercise of any one (1) or more of them constitute any bar or limitation to the exercise of any other.

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(k) All violations of this code are Class one municipal offense unless otherwise specified. Violations of this Article II of Chapter 2 of Title III are a public nuisance.

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 thirty (30) days following final passage.

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on June 8, 2026.

Final adoption of Ordinance by City Council on June 22, 2026.

DocuSigned by:
Mark Aliff
B7A4F51829AB402...
President of City Council

Action by the Mayor:

☒ Approved on 06/24/2026.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

Signed by:
Heather Graham
3A85950B7BCA462...
Mayor

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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

ORDINANCE NO. _____

AN ORDINANCE REPEALING CHAPTER 2, TITLE III OF THE PUEBLO MUNICIPAL CODE RELATING TO AND ADOPTING A NEW CHAPTER 2, TITLE III OF THE 2021 INTERNATIONAL FIRE CODE PUBLISHED BY THE INTERNATIONAL CODE COUNCIL, INC., 4051 FLOSSMOOR ROAD, COUNTRY CLUB HILLS, IL 60478, ALONG WITH CERTAIN AMENDMENTS THERETO AND PROVIDING REMEDIES AND PENALTIES FOR THE VIOLATION THEREOF

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

SECTION 1.

Title III of the Pueblo Municipal Code is hereby amended by the repeal of the current Chapter 2 and the enactment of the following new Chapter 2:

Article II - International Fire Code

Sec. 3-2-21. - Legislative findings; International Fire Code adoption by reference.

(a) Legislative findings.

(1) City Council hereby finds and declares that there are numerous fire, chemical and explosive risks within the City which affect or are likely to adversely affect public health, safety and welfare. To correct and prevent the existence of such adverse conditions and to achieve and maintain such levels of fire prevention and fire safety as will protect and promote public health, safety and welfare, the establishment and adoption of the 2021 International Fire Code is necessary.

(2) The purpose of this Chapter is to protect public health, safety and welfare from the adverse effects of fire, explosions and chemical spills.

(3) The 2021 International Fire Code provides reasonable and nationally recognized standards for fire prevention and safety.

(b) International Fire Code adopted by reference. The International Fire Code, 2021 Edition, including the appendices thereto, promulgated and published by the International Code Council, Inc., 4051 Flossmoor Road, Country Club Hills, IL, 60478, November 2020, hereinafter referred to as the International Fire Code (IFC), is hereby adopted and enacted by reference as the fire prevention code of the City; provided, however, that the following portions or provisions thereof are not hereby adopted: (a) the Preface, (b) the sample form of ordinance adopting the I.F.C., (c) Appendix A, Board of Appeals, (d) Appendix E, Hazard Categories, (e) Appendix G, Cryogenic Fluids, (f)

Appendix J, Building Information Sign, and (g) Appendix L, Requirements for Fire Fighter Air Replenishment Systems. Whenever this Code refers to the "International Fire Code" or "I.F.C.," the reference shall be taken to mean the International Fire Code, 2021 Edition, as adopted and amended in this Chapter.

(c) Copies of the I.F.C., 2021 Edition, are available in the office of the Fire Inspector for the City of Pueblo, 1551 Bonforte Blvd., Pueblo, CO, 81001 for distribution and sale to the public.

Sec. 3-2-22. - Division of Fire Prevention; establishment; supervisor.

Sections 103.1, 103.2, and 103.3 of the I.F.C. are amended as follows:

> The International Fire Code and this Article II shall be enforced by the Division of Fire Prevention in the Fire Department of the City, which is hereby established and which shall be operated under the supervision of the Chief of the Fire Department. The Chief of the Fire Department may assign one (1) assistant or deputy chief as the head of the Division of Fire Prevention, and such other members of the Fire Department as inspectors from time to time as he or she shall deem necessary. The Chief, the head of the Division of Fire Prevention and such assigned inspectors shall be vested with the authority of a police officer with respect to the enforcement of this Article and the International Fire Code, including the authority to issue a summons and complaint for violation thereof.

Sec. 3-2-23. - Dual coverage; most restricted governs.

If any section or sections contained in the International Fire Code are also covered by a section or sections of the International Building Code, the National Electrical Code, or other International Code Council, as the same may be now or hereafter altered, amended or adopted, the most restricted provision or that imposing the highest standard shall govern. Section 102.7 is repealed.

Sec. 3-2-24 -Definitions.

(a) In General: Any reference to jurisdiction in the I.F.C. shall be the City of Pueblo, including Pueblo Memorial Airport, and Pueblo Mountain Park, any reference to agency, bureau or department shall refer to the City of Pueblo Fire Department. Any reference to the Code Official or Fire Code Official in the I.F.C. shall mean the Chief of the Fire Department and any inspector or Assistant or Deputy Chief as assigned by the Chief of the Fire Department. Any reference to codes outside of the I.F.C. refers to those codes adopted by the City of Pueblo.

(b) AGENCY. Wherever the word "agency" is used in the International Fire Code, it shall be held to mean the Division of Fire Prevention of the City of Pueblo Fire Department.

(c) DEPARTMENT. Wherever the words "department" are used in the International Fire Code, it shall be held to mean the City of Pueblo Fire Department.

(d) FIRE CODE OFFICIAL. Wherever the word "fire code official" is used in the International Fire Code, it shall be held to mean the Chief of the Fire Department or any Assistant Chief, Deputy City or Inspector as assigned by the Chief of the Fire Department.

(e) JURISDICTION. Wherever the word "jurisdiction" is used in the International Fire Code, it shall be held to mean the City of Pueblo and those areas outside the city limits but within Pueblo County for which the Pueblo City Fire Department is responsible.

(f) Section 202 General Definitions shall include the following definitions:

1. BONFIRE. An outdoor fire utilized for ceremonial purposes. An outdoor fire, greater than 3 feet in diameter and 2 feet in height, utilized for any religious, celebratory, or similar purpose.

2. EMERGENCY VEHICLE ACCESS. A continuous and unobstructed paved or otherwise approved way of ingress and egress from a public roadway to a development specifically intended for the use of emergency service vehicles and not the general public.

3. FLAME EFFECTS. The combustion of flammable solids, liquids, or gases to produce thermal, physical, visual, or audible phenomena before an audience.

Sec. 3-2-25. - Board of Appeals.

Section 111 of the International Fire Code as amended and adopted by the City is hereby deleted in its entirety and amended to read as follows:

(a) Any person aggrieved by any ruling, decision, interpretation or order of the Fire Chief, the Deputy or Assistant Fire Chief in charge of fire prevention or the Fire Department, shall have the right to appeal to the Fire Board of Appeals, which is hereby created.

(b) Board Membership: The Fire Board of Appeals shall consist of five (5) members who shall be qualified by experience or training in Pueblo fire safety or related matters. The Fire Chief shall be a nonvoting ex officio member and shall act as secretary of the Board. The Board of Appeals shall be appointed by the Mayor, subject to City Council confirmation, for such terms and upon such conditions as shall be set forth by the Mayor. The Board members shall serve at the pleasure of the Mayor.

(c) Rules of Proceedings: The Board shall adopt reasonable rules and regulations for conducting its proceedings and shall render all decisions and findings in writing to the Fire Chief, with a duplicate copy to the appellant, and may recommend to the Mayor such new legislation as the Board may deem necessary.

(d) Filing an Appeal: Any aggrieved person appealing any ruling, decision, interpretation or order shall file a written appeal setting forth the grounds and reasons for

such appeal with the Fire Chief within fourteen (14) days from the date of such ruling, interpretation, order or decision which is being appealed.

(e) Hearing: If such notice is timely filed, the Board of Appeals shall set a time and place for a hearing and, by first class mail, postage prepaid, notify the party filing the appeal. The date of the hearing shall be not more than twenty-one (21) days after the filing of the appeal. The hearing shall be open to the public and all interested persons shall be heard. The Board of Appeals, by majority vote of the members present, shall affirm, modify or reverse any appealed ruling, interpretation, order or decision of the Fire Chief, the Deputy or Assistant Fire Chief for fire prevention or the Fire Department. The Board of Appeals may permit a variance from the strict terms and provisions of this Chapter or the International Fire Code as adopted by the City in order to avoid extreme hardship, provided that such variance can be made without increasing the hazards to the health or safety of persons or property, and further provided that the granting of such variance will not violate the intent and purposes of the fire code. Mere inconvenience to the appellant shall not be grounds for the granting of a variance.

Sec. 3-2-26. - Additional modifications to the International Fire Code.

The following Sections or Subsections of the International Fire Code and Appendices thereto, as adopted by this Chapter, are amended as follows:

(1) Subsection 104.1.1 is amended to read as follows:

Subsection 104.1.1 Minimum standards. Where any provision of this code makes a reference to a “minimum” or “not less than” specification, to include any measurements, dimensions or distances; the fire code official is authorized to require, and shall have the authority to require, that those specifications be modified including increasing or enlargement when, given the attendant circumstance, the minimum standards do not meet the intent and purpose of this code, or would cause an unsafe condition.

(2) Subsection 105.2 is amended to read as follows:

105.2 Application. Application for permit required by this code shall be made to the fire code official in such form and detail as prescribed by the fire code official. Applications for permits shall be accompanied by such plans as prescribed by the fire code official, and payment of the application fee.

(3) Subsection 105.5 is amended to read as follows:

105.5 Required operational permits. The fire code official is authorized to issue operational permits for the operations set forth in Sections 105.1.1 through 105.5.52.

~~(2)~~(4) Subsection 105.5.16 is amended to read as follows: ~~include fireworks.~~

105.5.16 Explosives and fireworks. An operational permit is required for the manufacture, storage, handling, sale or use of any quantity of explosive, explosive materials, fireworks or pyrotechnic special effects with the scope of Chapter 56.

(5) Subsection 105.5.36 is amended to read as follows:

105.5.36 Open flames and candles. An operational permit is required to use open flames or candles in connection with assembly areas, dining areas of restaurants, drinking establishments, or to use open flame effects.

~~(3)~~(6) Subsection 105.5.48 is amended to read as follows:

105.5.48 Storage of scrap tires and tire byproducts. An operational permit is required to establish, conduct or maintain storage of scrap tires and tire byproducts that exceeds 2,500 cubic feet (71 m^{23}) of total volume of scrap tires, and for indoor or outdoor storage of tires and tire byproducts.

(7) Subsection 105.5.49 is amended to read as follows:

105.5.49 Temporary membrane structures and tents. An operational permit is required to operate an air-supported temporary membrane structure, a temporary special event structure or a tent having an area in excess of 600 square feet (56 m^2).

(8) Subsection 105.6.24 is amended to read as follows:

105.6.24 Temporary membrane structures and tents. A construction permit is required to operate an air-supported temporary membrane structure, a temporary special event structure or a tent having an area in excess of 600 square feet (56 m^2).

~~(4)~~(9) Subsection 107.2 is amended to read as follows:

107.2 Schedule of permit or related fees. Where a permit, plan review, inspection, service or activity is required, a fee for each of these shall be paid as required, in accordance with the schedule as established by the applicable governing authority.

~~(5)~~(10) Subsection 107.2.1 is ~~amended~~ added to read as follows:

107.2.1 Fees established by resolution. The fees for operational permits, construction permits, plan review and all other services or activities performed by the Fire Department or the fire code official shall be established by resolution adopted by the City Council.

~~(6)~~(11) Subsection 107.5.1 is ~~amended~~ added to read as follows:

107.5.1 Plan review and inspection fees. Whenever an application for any building permit pursuant to the International Building Code or Chapter 2 of Title IV of the Pueblo Municipal Code requires plan review for compliance with the International Fire Code, or any inspection or reinspection by the fire code official, the applicant shall be required to pay a plan review and/or inspection fee to the City.

~~(7)~~(12) Subsection 107.6 is amended to read as follows:

107.6 Fees prorated or refunded. Unless specifically provided otherwise in this fire prevention code or Title III of the Pueblo Municipal Code, no fee or charge shall be prorated or refunded.

~~(8)~~(13) Subsection 109.3.1 is ~~amended~~ added to read as follows:

109.3.1 Inspection, Test and Maintenance Records. All inspection, test, and maintenance reports to include repairs related to the requirements of this code shall be filed within 7 days of the system inspection, test, or maintenance. The reports shall be filed with an approved third-party agency designated by the *fire code official*, using the format and electronic filing system specified by the third-party filing service. Any filing and reporting costs will be the responsibility of the licensed submitting contractor. Failure to utilize the designated reporting system within 30 days may result in re-inspection fees, revocation of licensure, and/or a court summons to the fire protection contractor.

~~(9)~~(14) Subsection 113.4 is amended to read as follows:

113.4 Failure to comply. It is unlawful for any person to continue, after having been served with a stop order that directs that person to perform or to remove a violation or unsafe condition. It is a Class one municipal offense for persons operating or maintaining an occupancy, premises, or vehicle subject to this code who allow a hazard to exist or fail to take immediate action to abate a hazard on such occupancy, premises, or vehicle when ordered or notified to do so by the code official.

~~(10)~~(15) Subsection 113.5 is ~~amended~~ added to read as follows:

113.5 Penalties. It is unlawful for any person to violate any of the provisions of this part including any provisions of the International Fire Code, International Fire Code Appendices, and International Fire Code Amendments, as adopted. All penalties are defined further in this code.

(16) Subsection 407.5 is amended to read as follows:

407.5 Hazardous Materials Inventory Statement. Where required by the fire code official, each application for a permit shall include a Hazardous Materials Inventory Statement (HMIS) in accordance with Section 5001.5.2 or as provided in Appendix H, as adopted.

(17) Subsection 407.6 is amended to read as follows:

407.6 Hazardous Materials Management Plan. Where required by the fire code official, each application for a permit shall include a Hazardous Materials Management Plan (HMMP) in accordance with Section 5001.5.1 or as provided in Appendix H, as adopted.

(18) Subsection 503.1 is amended to read as follows:

503.1 Where required. Fire apparatus access roads shall be designed, provided and maintained in accordance with Sections 503.1.1 through 503.6, and Appendix D as adopted and amended.

(19) Subsection 504.1 is amended to read as follows:

504.1 Required access. Exterior doors and openings required by this code, the International Residential Code or the International Building Code shall be maintained readily accessible for emergency access by the fire department, or other emergency response agency. An approved access walkway leading from fire apparatus access roads to exterior openings shall be provided where required by the fire code official.

(20) Subsection 507.1 is amended to read as follows:

507.1 Required water supply. An approved water supply capable of supplying the required fire flow for fire protection shall be provided to premises on which facilities, buildings or portions of buildings are hereafter constructed, moved, or annexed into or within the jurisdiction.

(21) Subsection 507.3 is amended to read as follows:

507.3 Fire Flow. Fire-flow requirements for buildings or portions of buildings and facilities shall be determined in accordance with Appendix B as adopted.

(22) Subsection 507.5 is amended to read as follows:

507.5 Fire hydrant system. Fire hydrant systems shall comply with Sections 507.5.1 through 507.5.6, NFPA 24 and Appendix C as adopted.

~~(11)~~(23) Subsection 1101.1 is amended to read as follows:

1101.1 Scope. The provisions of this chapter shall apply to existing buildings constructed prior to the adoption of this code. Except that if an existing building contains, in whole or in part, an Ambulatory Care Facility, the provisions of Appendix K, as adopted, shall also apply.

~~(12)~~(24) Paragraph 1 of Subsection 3103.2 is amended to read as follows:

3103.2 Approval Required. Tents and membrane structures having a tent or membrane surface area in excess of 600 square feet (56 m^2) or having an occupancy of more than fifty (50) persons shall not be erected, operated or maintained for any purpose without first obtaining a permit and approval from the fire code official.

~~(13)~~(25) Subsection D101.1 of Appendix D is ~~amended~~ added to read as follows:

D101.1.1 Road design and construction. approved fire apparatus access roads shall be in accordance with this appendix and/or the most recent Roadway Classification Design Standards and Policies adopted by City Council pursuant to the authority of Section 12-4-7 of the Pueblo Municipal Code, as amended. Where, in any specific case, different material, methods of construction or other requirements are specified, the most restrictive shall apply/govern.

Sec. 3-2-27. - Responsibility for damages; liability of City.

(a) The provisions of this Chapter and the I.F.C. shall neither release nor discharge any person from any liability imposed by law for any injury to persons or damage to property caused by or resulting from the performance or failure to perform work or furnishing materials covered by this Chapter.

(b) Nothing in this Chapter or the I.F.C. is intended to create any duty upon the City, the Pueblo Fire Department or either of their agents or employees. Neither the City nor any of its agents or employees will be held liable for any injury to persons or damage to property by reason of any act or failure to perform any act authorized or required by this Chapter or the I.F.C.

Sec. 3-2-28. - Unlawful conduct and criminal penalties; revocation of permits; other enforcement.

(a) Subsection 112.1 is amended to read as follows:

112.1 Unlawful acts. It shall be unlawful, and a Class one municipal offense, for a person, firm or corporation to erect, construct, alter, repair, remove, demolish or utilize a building, occupancy, premises or system regulated by this code, or cause same to be done, in conflict with or in violation of any of the provisions of this code.

(b) Subsection 112.4 is amended to read as follows:

112.4 Violation penalties. Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter, repair or do work in violation of the *approved construction documents* or directive of the fire code official, or of a permit or certificate used under provisions of this code, shall be guilty of a Class one municipal offense. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

(c) Subsection 112.4.1 is amended to read as follows:

112.4.1 Abatement of violation. In addition to the imposition of the penalties herein described, the *fire code official* is authorized to institute appropriate action to prevent unlawful construction or to restrain, correct or abate a violation; or to prevent illegal occupancy of a structure or premises; or to stop an illegal act, conduct of business or occupancy of a structure on or about any premises.

(d) It shall be unlawful for any person to knowingly violate, disobey, omit, neglect, refuse or fail to comply with or resist the enforcement of any provision of this Chapter or of the International Fire Code.

(e) It shall be unlawful for any person to refuse or fail to timely comply with any order issued by the Chief of the Fire Department, the head of the Division of Fire Prevention or other designated fire inspector pursuant to the provisions of this Chapter or the International Fire Code.

(f) It shall be unlawful for any person to knowingly make any false statement, representation or certification in any application, record, report, plan or other document

filed or required to be maintained pursuant to any requirement of this Chapter or the International Fire Code.

(g) Any permit issued pursuant to the provisions of this Chapter or the International Fire Code may be suspended, terminated or revoked by the Chief of the Fire Department for:

(1) Any of the reasons stated in Section 105 of the International Fire Code; or

(2) Any material violation of the terms of said permit or requirements applicable thereto. In addition, the Chief may immediately suspend any permit issued pursuant to Title III of the Pueblo Municipal Code upon the arrest of any permittee or any agent or employee of such permittee for possession of fireworks with intent to sell or offer to sell the same.

(h) In the event any owner or occupant of premises within the City shall refuse entry to the Chief or any fire inspector, or if any premises are locked and the Chief or any fire inspector has been unable to obtain permission of the owner or occupant to enter, the Municipal Court is authorized to issue a search warrant authorizing such entry in accordance with the procedures set forth in the Colorado Municipal Court Rules.

(i) In the event that any owner or occupant of premises within the City, or any licensee or permittee, shall fail or refuse to comply with any provision of this Chapter, the International Fire Code or any license or permit issued thereunder, the City may initiate an action for injunctive relief in any court of competent jurisdiction to compel compliance with said Chapter, International Fire Code, license or permit.

(j) The enforcement remedies set forth in this Section and in Section 112 of the International Fire Code are hereby expressly declared to be cumulative, and the exercise of any one (1) or more of them is not dependent upon the exercise of any other remedy, nor does the exercise of any one (1) or more of them constitute any bar or limitation to the exercise of any other.

(k) All violations of this code are Class one municipal offense unless otherwise specified. Violations of this Article II of Chapter 2 of Title III are a public nuisance.

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 thirty (30) days following 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

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Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: June 22, 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 AND ACCEPTING THE CONVEYANCE OF TWO PARCELS OF REAL PROPERTY LOCATED AT 350 KEELER PARKWAY AND 442 KEELER PARKWAY FROM PUEBLO DEVELOPMENT FOUNDATION TO THE CITY OF PUEBLO, APPROVING A RELEASE OF DEED OF TRUST FOR EACH PROPERTY AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME

SUMMARY:

Attached is an Ordinance accepting the conveyance of two parcels of real property located at 350 Keeler Parkway and 442 Keeler Parkway, located in the Airport Industrial Park, from Pueblo Development Foundation to the City of Pueblo, approving a Release of Deed of Trust for each property, and authorizing the Mayor to execute each Release of Deed of Trust.

PREVIOUS COUNCIL ACTION:

On May 10, 2021, by Ordinance No. 9926, City Council approved two Real Property Conveyance Agreements with Pueblo Development Foundation (“PDF”) which transferred the real properties located at 350 Keeler Parkway and 442 Keeler Parkway in the Airport Industrial Park from the City to PDF.

BACKGROUND:

On May 10, 2021, City Council transferred two parcels of real property located at 350 Keeler Parkway and 442 Keeler Parkway within the Airport Industrial Park (the “Properties”) to the Pueblo Development Foundation (“PDF”) pursuant to two separate Conveyance Agreements each dated May 10, 2021. The Conveyance Agreements were part of an economic development transaction and related to an Employment Agreement with Transportation Technology Center, Inc. (“TTCI”).

The Conveyance Agreements provided PDF would hold and manage the Properties for

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the benefit of the City. PDF was required to lease the Properties to TTCI and upon termination of the leases convey the Properties back to the City. PDF leased the properties to TTCI for the benefit of the City. The lease agreements expire on June 30, 2026. TTCI has fulfilled all the requirements of its 2021 Employment Agreement and PDF no longer desires to manage the Properties. The City has negotiated a new economic development incentive package with TTCI which is or will be before City Council for consideration. The City must own the Properties to accomplish the new incentive package with TTCI.

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.If this Ordinance is not approved, the City will not regain ownership of the Properties.

ALTERNATIVES:

If this Ordinance is not approved, the City will not regain ownership of the Properties.

RECOMMENDATION:

Staff recommends approval.

ATTACHMENTS:

1. Release of Deed of Trust -- 350 Keeler Pkwy
2. Release of Deed of Trust -- 442 Keeler Pkwy
3. Special Warranty Deed -- 350 Keeler Pkwy
4. Special Warranty Deed -- 442 Keeler Pkwy

Docusign Envelope ID: 9DA40668-B0C2-8D3D-83B4-628B3FCD9990

ORDINANCE NO. 11210

AN ORDINANCE APPROVING AND ACCEPTING THE CONVEYANCE OF TWO PARCELS OF REAL PROPERTY LOCATED AT 350 KEELER PARKWAY AND 442 KEELER PARKWAY FROM PUEBLO DEVELOPMENT FOUNDATION TO THE CITY OF PUEBLO, APPROVING A RELEASE OF DEED OF TRUST FOR EACH PROPERTY AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME

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

SECTION 1.

The Special Warranty Deed dated June 30, 2026, from Pueblo Development Foundation conveying the real property located at 350 Keeler Parkway, Pueblo, Colorado 81001 to the City of Pueblo, a copy of which is attached hereto and incorporated herein by this reference, is hereby approved and accepted.

SECTION 2.

The Special Warranty Deed dated June 30, 2026, from the Pueblo Development Foundation conveying real property located at 442 Keeler Parkway, Pueblo, Colorado 81001 to the City of Pueblo, a copy of which is attached hereto and incorporated herein by this reference, is hereby approved and accepted.

SECTION 3.

The Mayor is authorized to execute the attached Release of Deed of Trust for the real property located at 350 Keeler Parkway, a copy of which is attached hereto and incorporated herein by this reference, having been approved as to form by the City Attorney, and deliver the same to the Public Trustee of the County of Pueblo, Colorado for recording in the real property records.

SECTION 4.

The Mayor is authorized to execute the attached Release of Deed of Trust for the real property located at 442 Keeler Parkway, a copy of which is attached hereto and incorporated herein by this reference, having been approved as to form by the City Attorney, and deliver the same to the Public Trustee of the County of Pueblo, Colorado for recording in the real property records.

SECTION 5.

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

SECTION 6.

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

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Action by City Council:

Introduced and initial adoption of Ordinance by City Council on June 08, 2026.

Final adoption of Ordinance by City Council on June 22, 2026.

DocuSigned by:
Mark Aliff
B7A4F51823AB462...
President of City Council

Action by the Mayor:

☒ Approved on 06/24/2026.

☐ 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

Original Note and Deed of Trust Returned to:
WHEN RECORDED RETURN TO: City of Pueblo Law Department, 101 W. Riverwalk Place, 4th Floor, Pueblo, CO 81003
Prepared/Received by: City of Pueblo Law Department

REQUEST FOR FULL [X] / PARTIAL [ ]
RELEASE OF DEED OF TRUST AND RELEASE BY HOLDER OF THE EVIDENCE OF DEBT WITH PRODUCTION OF EVIDENCE OF DEBT PURSUANT TO § 38-39-102 (1) (a), COLORADO REVISED STATUTES

June 30, 2026	Date
Pueblo Development Foundation	Original Grantor (Borrower)
301 N. Main St., Suite 200, Pueblo, CO 81003	Current Address of Original Grantor, Assuming Party, or Current Owner
[ ] Check here if current address is unknown	
City of Pueblo, Colorado, a Colorado municipal corporation	Original Beneficiary (Lender)
July 1, 2021	Date of Deed of Trust
March 15, 2022	Date of Recording and/or Re-Recording of Deed of Trust
Reception No. 2268581	Recording Information

County Rcpt. No. and/or Film No. and/or Book/Page No. and/or Torrens Reg. No.

TO THE PUBLIC TRUSTEE OF Pueblo COUNTY (The County of the Public Trustee who is the appropriate grantee to whom the above Deed of Trust should grant an interest in the property described in the Deed of Trust.)

PLEASE EXECUTE AND RECORD A RELEASE OF THE DEED OF TRUST DESCRIBED ABOVE. The indebtedness secured by the Deed of Trust has been fully or partially paid and/or the purpose of the Deed of Trust has been fully or partially satisfied in regard to the property encumbered by the Deed of Trust as described therein as to a full release or, in the event of a partial release, only that portion of the real property described as: ***(IF NO LEGAL DESCRIPTION IS LISTED THIS WILL BE DEEMED A FULL RELEASE)***

City of Pueblo, Colorado, One City Hall Place, 2nd Floor, Pueblo, CO 81003
Name and Address of Current Holder of the Evidence of Debt Secured by Deed of Trust (Lender)

Heather Graham, Mayor, One City Hall Place, 2nd Floor, Pueblo, CO 81003
Name, Title and Address of Officer, Agent, or Attorney of Current Holder

Signature

Signature

State of Colorado , County of Pueblo
The foregoing Request for Release was acknowledged before me on June , 2026 (date) by*
Heather Graham, Mayor of the City of Pueblo, Colorado

(Notary seal)

Date Commission Expires

*If applicable, insert title of officer and name of current holder

Notary Public

Witness my hand and official seal

RELEASE OF DEED OF TRUST

WHEREAS, the Grantor(s) named above, by Deed of Trust, granted certain real property described in the Deed of Trust to the Public Trustee of the County referenced above, in the State of Colorado, to be held in trust to secure the payment of the indebtedness referred to therein; and

WHEREAS, the indebtedness secured by the Deed of Trust has been fully or partially paid and/or the purpose of the Deed of Trust has been fully or partially satisfied according to the written request of the current holder of the evidence of debt;

NOW THEREFORE, in consideration of the premises and the payment of the statutory sum, receipt of which is hereby acknowledged, I, as the Public Trustee in the County named above, do hereby fully and absolutely release, cancel and forever discharge the Deed of Trust or that portion of the real property described above in the Deed of Trust, together with all privileges and appurtenances thereto belonging.

(Public Trustee use only; use appropriate label)

(Public Trustee's Seal)

Public Trustee Date

Deputy Public Trustee Date

(If applicable: Notary Seal)

(If applicable, Name and Address of Person Creating New Legal Description as Required by § 38-35-106.5, Colorado Revised Statutes.)

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Rev. 09/09

Original Note and Deed of Trust Returned to:
WHEN RECORDED RETURN TO: City of Pueblo Law Department, 101 W. Riverwalk Place, 4th Floor, Pueblo, CO 81003
Prepared/Received by: City of Pueblo Law Department

REQUEST FOR FULL [X] / PARTIAL [ ]
RELEASE OF DEED OF TRUST AND RELEASE BY HOLDER OF THE EVIDENCE OF DEBT WITH PRODUCTION OF EVIDENCE OF DEBT PURSUANT TO § 38-39-102 (1) (a), COLORADO REVISED STATUTES

June 30, 2026	Date
Pueblo Development Foundation	Original Grantor (Borrower)
301 N. Main St., Suite 200, Pueblo, CO 81003	Current Address of Original Grantor, Assuming Party, or Current Owner
[ ] Check here if current address is unknown	
City of Pueblo, Colorado, a Colorado municipal corporation	Original Beneficiary (Lender)
July 1, 2021	Date of Deed of Trust
March 15, 2022	Date of Recording and/or Re-Recording of Deed of Trust
Reception No. 2268580	Recording Information

County Rcpt. No. and/or Film No. and/or Book/Page No. and/or Torrens Reg. No.

TO THE PUBLIC TRUSTEE OF Pueblo COUNTY (The County of the Public Trustee who is the appropriate grantee to whom the above Deed of Trust should grant an interest in the property described in the Deed of Trust.)

PLEASE EXECUTE AND RECORD A RELEASE OF THE DEED OF TRUST DESCRIBED ABOVE. The indebtedness secured by the Deed of Trust has been fully or partially paid and/or the purpose of the Deed of Trust has been fully or partially satisfied in regard to the property encumbered by the Deed of Trust as described therein as to a full release or, in the event of a partial release, only that portion of the real property described as: ***(IF NO LEGAL DESCRIPTION IS LISTED THIS WILL BE DEEMED A FULL RELEASE)***

City of Pueblo, Colorado, One City Hall Place, 2nd Floor, Pueblo, CO 81003
Name and Address of Current Holder of the Evidence of Debt Secured by Deed of Trust (Lender)

Heather Graham, Mayor, One City Hall Place, 2nd Floor, Pueblo, CO 81003
Name, Title and Address of Officer, Agent, or Attorney of Current Holder

Signature

Signature

State of Colorado , County of Pueblo
The foregoing Request for Release was acknowledged before me on June , 2026 (date) by*
Heather Graham, Mayor of the City of Pueblo, Colorado

(Notary seal)

Date Commission Expires

*If applicable, insert title of officer and name of current holder

Notary Public

Witness my hand and official seal

RELEASE OF DEED OF TRUST

WHEREAS, the Grantor(s) named above, by Deed of Trust, granted certain real property described in the Deed of Trust to the Public Trustee of the County referenced above, in the State of Colorado, to be held in trust to secure the payment of the indebtedness referred to therein; and

WHEREAS, the indebtedness secured by the Deed of Trust has been fully or partially paid and/or the purpose of the Deed of Trust has been fully or partially satisfied according to the written request of the current holder of the evidence of debt;

NOW THEREFORE, in consideration of the premises and the payment of the statutory sum, receipt of which is hereby acknowledged, I, as the Public Trustee in the County named above, do hereby fully and absolutely release, cancel and forever discharge the Deed of Trust or that portion of the real property described above in the Deed of Trust, together with all privileges and appurtenances thereto belonging.

(Public Trustee use only; use appropriate label)

(Public Trustee's Seal)

Public Trustee Date

Deputy Public Trustee Date

(If applicable: Notary Seal)

(If applicable, Name and Address of Person Creating New Legal Description as Required by § 38-35-106.5, Colorado Revised Statutes.)

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Rev. 09/09

SPECIAL WARRANTY DEED
(350 KEELER PARKWAY, PUEBLO, CO 81001)

THIS DEED, made, effective for all purposes on the 30th day of June, 2026 by and between the PUEBLO DEVELOPMENT FOUNDATION, a Colorado nonprofit corporation, Grantor, for and in consideration of the sum of TEN DOLLARS ($10.00) in hand paid by, the CITY OF PUEBLO, a Colorado municipal corporation, Grantee, hereby sells and conveys to, Grantee, whose address is 1 City Hall Place, Pueblo, CO 81003, the following real property situate in the County of Pueblo, State of Colorado, to-wit:

Lot 33, Pueblo Memorial Airport Industrial Park
Subdivision, County of Pueblo, State of Colorado

more commonly known by street and number as: 350 Keeler Pkwy., Pueblo, CO 81001.

TOGETHER with all and singular the hereditaments and appurtenances thereto, belonging, or in any otherwise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all of the estate, right, title, interest, claim, and demand whatsoever of the Grantor, either in law or in equity, of, in, and to the above bargained premises with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises above bargained and described with the appurtenances, unto the Grantee, its successors and assigns forever. Grantor for itself and its successors and/or assigns do covenant and agree that it shall and will warrant and forever defend the above bargained premises in the quiet and peaceful possession of the Grantee, its successors and assigns, against all and every person or persons claiming the whole or any part thereof, by, through or under the Grantor. The singular number shall include the plural and the plural the singular and the use of any gender shall be applicable to all genders. Said warranty is subject to rights-of-way, easements, covenants, plats, agreements and other restrictions of record as of the date of this Deed and any other exceptions or exclusions or rights of third parties not shown by the public records of which Grantee has actual knowledge, and subject to general property taxes for the entire year of 2026 and thereafter, and to the inclusions of the property within any special taxing district.

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

PUEBLO DEVELOPMENT FOUNDATION, a Colorado nonprofit corporation

_____
Robert L. Root
Board President

STATE OF COLORADO)
) ss
COUNTY OF PUEBLO)

Subscribed and sworn to before me this _____ day of June, 2026 by Robert L. Root, Board President and authorized representative of the Pueblo Development Foundation, a Colorado nonprofit corporation.

Witness my hand and official seal.
My commission expires: _____

_____
Notary Public

SPECIAL WARRANTY DEED
(442 KEELER PARKWAY, PUEBLO, CO 81001)

THIS DEED, made, effective for all purposes on the 30th day of June, 2026 by and between the PUEBLO DEVELOPMENT FOUNDATION, a Colorado nonprofit corporation, Grantor, for and in consideration of the sum of TEN DOLLARS ($10.00) in hand paid by the CITY OF PUEBLO, a Colorado municipal corporation, Grantee, hereby sells and conveys to, Grantee, whose address is 1 City Hall Place, Pueblo, CO 81003, the following real property situate in the County of Pueblo, State of Colorado, to-wit:

Lot 31, Pueblo Memorial Airport Industrial Park
Subdivision, County of Pueblo, State of Colorado

more commonly known by street and number as: 442 Keeler Pkwy., Pueblo, CO 81001.

TOGETHER with all and singular the hereditaments and appurtenances thereto, belonging, or in any otherwise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all of the estate, right, title, interest, claim, and demand whatsoever of the Grantor, either in law or in equity, of, in, and to the above bargained premises with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises above bargained and described with the appurtenances, unto the Grantee, its successors and assigns forever. Grantor for itself and its successors and/or assigns do covenant and agree that it shall and will warrant and forever defend the above bargained premises in the quiet and peaceful possession of the Grantee, its successors and assigns, against all and every person or persons claiming the whole or any part thereof, by, through or under the Grantor. The singular number shall include the plural and the plural the singular and the use of any gender shall be applicable to all genders. Said warranty is subject to rights-of-way, easements, covenants, plats, agreements and other restrictions of record as of the date of this Deed and any other exceptions or exclusions or rights of third parties not shown by the public records of which Grantee has actual knowledge, and subject to general property taxes for the entire year of 2026 and thereafter, and to the inclusions of the property within any special taxing district.

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

PUEBLO DEVELOPMENT FOUNDATION, a Colorado nonprofit corporation

_____
Robert L. Root
Board President

STATE OF COLORADO)
) ss
COUNTY OF PUEBLO)

Subscribed and sworn to before me this _____ day of June, 2026 by Robert L. Root, Board President and authorized representative of the Pueblo Development Foundation, a Colorado nonprofit corporation.

Witness my hand and official seal.
My commission expires: _____

_____
Notary Public

Docusign Envelope ID: F8C495ED-B5FE-8366-808B-43AE47B21B27

City Clerk's Office Item # S15

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: June 22, 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 SHORT-TERM LOAN AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND DESIGN FOR RECYCLE, LLC, A COLORADO LIMITED LIABILITY COMPANY FOR A SHORT-TERM LOAN TO SUPPORT REGIONAL RECYCLING CAPACITY AND LANDFILL DIVERSION, AND AUTHORIZING THE MAYOR TO EXECUTE SAME; ESTABLISHING PROJECT NO. PB2601 – DESIGN FOR RECYCLE; AND BUDGETING AND APPROPRIATING FUNDS FROM THE PLASTIC POLLUTION REDUCTION FUND TO PROJECT NO PB2601 – DESIGN FOR RECYCLE

SUMMARY:

Attached is an Ordinance approving a Short-Term Loan Agreement between the City of Pueblo and Design for Recycle, LLC, a Colorado limited liability company that operates a recycling processing business in Pueblo. The City would lend Design for Recycle Five Hundred Sixty-Eight Thousand Five Hundred Sixty-Four Dollars and Eight Cents ($568,564.08) from the Plastic Pollution Reduction Fund, solely to purchase and take delivery of a new baling machine. The loan bridges a timing gap created by a State reimbursement grant that pays Design for Recycle back only after it purchases the equipment.

The loan is repayable in full. Repayment is due the earlier of forty-five (45) days after Design for Recycle receives reimbursement under its State grant or twelve (12) months after disbursement. The Ordinance directs all repaid principal, interest, and other amounts to be returned to the Plastic Pollution Reduction Fund.

PREVIOUS COUNCIL ACTION:

None.

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BACKGROUND:

Design for Recycle, LLC operates a recycling processing business at 20 Environmental Place in Pueblo that consolidates, processes, packs, and diverts recyclable plastics and other recyclable materials from local landfills. The State of Colorado, acting through the Department of Public Health and Environment and its C3 Grants and Enterprise program, awarded Design for Recycle a grant of $1,529,486 (Grant Agreement No. CT2026*2471), in part for the purchase of a new baling machine and related acquisition and delivery costs. The State of Colorado grant is a reimbursement grant. Design for Recycle must purchase the equipment with its own funds before the State will reimburse it.

The baling machine costs $568,564.08. To allow Design for Recycle to acquire the equipment before reimbursement, the City would make a short-term loan in that amount from the Plastic Pollution Reduction Fund. The City would issue a two-party check made payable jointly to Design for Recycle and the equipment vendor, so the loan proceeds can be used only to buy the baling machine. The Agreement restricts use of the proceeds to the acquisition and delivery of the machine and prohibits use for working capital, payroll, or any unrelated purpose.

The loan bears interest at six percent (6%) per annum, but interest is waived if Design for Recycle repays the loan in full by the end of the repayment period. If the loan is not repaid on time, accrued interest is added to principal and the balance accrues default interest at twelve percent (12%) per annum. Design for Recycle's repayment obligation is absolute and is not excused by any reduction, delay, or denial of the State reimbursement. Disbursement is conditioned on Design for Recycle delivering documentation specified in the Agreement, including grant award documentation, the vendor invoice, a current IRS Form W-9, evidence of insurance, evidence of good standing with the Colorado Secretary of State, and evidence of authority to enter into the Agreement.

The Plastic Pollution Reduction Fund is the special fund established under Section 7-3-48(b) of the Pueblo Municipal Code, which holds the carryout bag fees remitted to the City under the Colorado Plastic Pollution Reduction Act, C.R.S. § 25-17-501 *et seq.* Under Section 7-3-48(b)(2), the Fund may be used to pay for recycling, composting, or other waste diversion programs and related outreach and education activities. The loan supports regional recycling capacity and the diversion of recyclable materials from local landfills, and the loan proceeds return to the Fund upon repayment.

FINANCIAL IMPLICATIONS:

The Ordinance appropriates $568,564.08 from the Plastic Pollution Reduction Fund for the loan. The loan is repayable in full, and the City expects to recover the full principal because the State grant reimburses the full amount of the loan. All repaid amounts, including any interest and other amounts due, return to the Plastic Pollution Reduction Fund. If Design for Recycle repays on time, no interest is due and the net cost to the City is the temporary use of the appropriated funds during the repayment period. If Design for Recycle defaults, the unpaid balance accrues default interest at twelve percent (12%) per annum, and the City may pursue collection and recover its

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enforcement costs. The loan is unsecured.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

If the Ordinance is not approved, the City will not make the loan, and Design for Recycle may be unable to purchase the baling machine in advance of State reimbursement. The regional recycling and landfill diversion capacity the equipment would provide would be delayed or lost.

RECOMMENDATION:

Approve the Ordinance.

ATTACHMENTS:

1. Design for Recycle Loan Agreement with Exhibits

Docusign Envelope ID: F8C495ED-B5FE-8366-808B-43AE47B21B27

ORDINANCE NO. 11211

AN ORDINANCE APPROVING A SHORT-TERM LOAN AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND DESIGN FOR RECYCLE, LLC, A COLORADO LIMITED LIABILITY COMPANY FOR A SHORT-TERM LOAN TO SUPPORT REGIONAL RECYCLING CAPACITY AND LANDFILL DIVERSION, AND AUTHORIZING THE MAYOR TO EXECUTE SAME; ESTABLISHING PROJECT NO. PB2601 – DESIGN FOR RECYCLE; AND BUDGETING AND APPROPRIATING FUNDS FROM THE PLASTIC POLLUTION REDUCTION FUND TO PROJECT NO PB2601 – DESIGN FOR RECYCLE

WHEREAS, the City of Pueblo, A Colorado Home Rule Municipal Corporation, may enter into contracts on behalf of the Municipal Government by ordinance only under Section 3-9 of the City Charter, and may make appropriations and authorize the lawful expenditure of City funds by ordinance under Section 3-17 of the City Charter; and

WHEREAS, the State of Colorado enacted the Plastic Pollution Reduction Act, C.R.S. § 25-17-501 *et seq.*, and the City established the Plastic Pollution Reduction Fund under Section 7-3-48(b) of the Pueblo Municipal Code as a special fund, segregated from all other City funds, holding the carryout bag fees remitted to the City under the Act; and

WHEREAS, under Section 7-3-48(b)(2) of the Pueblo Municipal Code, the Plastic Pollution Reduction Fund may be used to pay for recycling, composting, or other waste diversion programs and related outreach and education activities; and

WHEREAS, Design for Recycle, LLC, a Colorado Limited Liability Company, operates a recycling processing business in Pueblo that consolidates, processes, packs, and diverts recyclable plastics and other recyclable materials from local landfills; and

WHEREAS, Design for Recycle has received a reimbursement grant from the State of Colorado, acting through the Department of Public Health and Environment, in part for the purchase of a new baling machine, and the grant reimburses Design for Recycle only after it purchases the equipment with its own funds; and

WHEREAS, the City desires to make a short-term loan to Design for Recycle from the Plastic Pollution Reduction Fund, solely for the acquisition and delivery of the baling machine, in order to support regional recycling capacity and the diversion of recyclable materials from local landfills; and

WHEREAS, , the City Council finds that the loan supports recycling and waste diversion within the meaning of Section 7-3-48(b)(2) of the Pueblo Municipal Code and serves a public purpose, that the loan proceeds are restricted to the purchase and delivery of the baling machine, that the loan is an advance of the City's own appropriated funds that Design for Recycle must repay to the City in full with interest, and is not a loan or pledge of the City's credit or faith, does not make the City responsible for the debt or liability of Design for Recycle, and is not a donation or grant, and that all repaid amounts shall return to the Plastic Pollution Reduction Fund. NOW, THEREFORE,

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

SECTION 1.

The Short-Term Loan Agreement ("Agreement") between the City of Pueblo and Design for Recycle, LLC, a copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

There is hereby appropriated from the Plastic Pollution Reduction Fund the sum of Five Hundred Sixty-Eight Thousand Five Hundred Sixty-Four Dollars and Eight Cents ($568,564.08) for the short-term loan to Design for Recycle, LLC authorized by the Agreement.

SECTION 3.

All amounts repaid to the City under the Agreement, including principal, interest, and any other amounts due, shall be deposited into and credited to the Plastic Pollution Reduction Fund.

SECTION 4.

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 5.

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

SECTION 6.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on June 08, 2026.

Final adoption of Ordinance by City Council on June 22, 2026.

DocuSigned by:
Mark Aliff
B7A4F51823AB462...
President of City Council

Action by the Mayor:

☒ Approved on 06/24/2026.

☐ Disapproved on _____ based on the following objections:

_____

_____

Signed by:
Heather Graham
3A85950B7BCA462...
Mayor

Docusign Envelope ID: F8C495ED-B5FE-8366-808B-43AE47B21B27

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

SHORT-TERM LOAN AGREEMENT

This Short-Term Loan Agreement ("Agreement") is entered into as of June 22, 2026 ("Effective Date"), by and between the City of Pueblo, Colorado, a Colorado municipal corporation ("City"), and Design for Recycle, LLC, a Colorado limited liability company ("Borrower"). The City and Borrower may be referred to individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, the State of Colorado enacted the Plastic Pollution Reduction Act, C.R.S. §§ 25-17-501 et seq. (the "Act"), restricting the use of single-use plastic carryout bags and imposing a fee for the continued use of such bags;

WHEREAS, pursuant Pueblo Muncipal Code ("PMC") § 7-3-48(b)(2), each store required to collect and remit carryout bag fees pursuant to the Act must pay a portion of those fees to the City, which collects those fees in a special fund designated as the "Plastic Pollution Reduction Fund" (hereinafter the "PPR Fund"); and

WHEREAS, pursuant to PMC § 7-3-48(b)(2) the PPR Fund can only be used for specific purposes including recycling, composting, or other waste diversion programs;

WHEREAS, Borrower operates a recycling processing business in Pueblo, Colorado and facilitates the consolidation, processing, packing, and diversion of recyclable plastics and other recyclable materials from local landfills; and

WHEREAS, Borrower has received a grant from the C3 Grants and Enterprise, Colorado Department of Public Health and Environment in the amount of $1,529,486, in part, for the purchase of a new baling machine and related acquisition and delivery costs (the "C3 Grant"); and

WHEREAS, Borrower has further represented to the City that the C3 Grant is structured as a reimbursement grant and that Borrower must first purchase the equipment out of pocket before receiving reimbursement from C3; and

WHEREAS, the City desires to provide a short-term loan to Borrower from the PPR Fund, solely for the acquisition and delivery of the baling machine described in this Agreement, in order to support regional recycling capacity, landfill diversion, and related public purposes.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

ARTICLE 1 – DEFINITIONS

For purposes of this Agreement, the following terms have the meanings set forth below.

1.1 "Baling Machine" means the new baling equipment, together with ordinary and necessary related components, attachments, delivery, freight, and installation charges, if any, to be acquired by Borrower using the Loan Proceeds and more particularly described in Exhibit A.

1.2 "Business Day" means any day other than a Saturday, Sunday, or legal holiday observed by the City.

1.3 "C3 Grant" means the C3 Enterprise Grant administered by the Colorado Department of Public Health and Environment and State of Colorado as evidenced by Agreement No. CT2026*2471 attached hereto as Exhibit B.

1.4 "C3 Reimbursement" means any reimbursement, payment, disbursement, or other funds received by Borrower from the State of Colorado for, or in connection with the C3 Grant for or relating to the Baling Machine.

1.5 "Disbursement Date" means the date on which the City issues the two-party check described in Section 3.2.

1.6 "Loan" means the short-term loan from the City to Borrower in the original principal amount of Five Hundred Sixty-Eight Thousand Five Hundred Sixty-Four Dollars and Eight Cents ($568,564.08), subject to the terms of this Agreement.

1.7 "Loan Proceeds" means funds disbursed by the City to or for the benefit of Borrower under this Agreement.

1.8 "Principal" means the outstanding principal amount of the Loan, initially Five Hundred Sixty-Eight Thousand Five Hundred Sixty-Four Dollars and Eight Cents ($568,564.08), plus any interest, fees, costs, or other amounts added to principal under this Agreement.

1.9 "Repayment Period" means the period beginning on the Disbursement Date and ending on the earlier of: (a) forty-five (45) days after Borrower's receipt of any C3 Reimbursement; or (b) twelve months after the Disbursement Date.

ARTICLE 2 -- LOAN PURPOSE AND RESTRICTED USE OF FUNDS

2.1 Purpose

The Loan is made solely to assist Borrower with the acquisition and delivery of the Baling Machine to Borrower's principal place of business located at 20 Environmental Pl., Pueblo, Colorado 81004.

2.2 Restricted Use

Borrower shall use the Loan Proceeds only for the acquisition and delivery of the Baling Machine identified in Exhibit A. Borrower shall not use the Loan Proceeds for working capital, payroll, debt service, rent, utilities, distributions, dividends, management fees, owner compensation, unrelated equipment, taxes, penalties, fines, or any purpose unrelated to the acquisition and delivery of the Baling Machine.

2.3 No Change in Use Without City Approval
Borrower shall not materially change the equipment to be purchased, substitute another vendor, redirect the Loan Proceeds, or use the Loan Proceeds for any materially different cost or purpose without the City's prior written approval, which may be granted or withheld in the City's absolute and sole discretion. Purchasing any equipment other than that identified in Exhibit A, including other equipment listed in the C3 grant agreement, shall be considered a material change and a breach of this Agreement.

ARTICLE 3 -- LOAN AMOUNT AND DISBURSEMENT

3.1 Principal Amount
Subject to the terms and conditions of this Agreement, the City agrees to lend Borrower the principal amount of Five Hundred Sixty-Eight Thousand Five Hundred Sixty-Four Dollars and Eight Cents ($568,564.08).

3.2 Method and Timing of Disbursement
The City shall provide the Loan Proceeds by two-party check made payable jointly to Borrower and the Baling Machine vendor identified in Exhibit A. Subject to satisfaction of the conditions in Section 3.3 below, the City shall issue the two-party check within fourteen (14) days after the later of: (a) execution of this Agreement by Borrower; or (b) execution of this Agreement by the City.

3.3 Conditions Precedent to Disbursement
The City shall have no obligation to disburse the Loan Proceeds unless and until Borrower has delivered the following to the City, in form and substance reasonably acceptable to the City:

(a) a copy of the C3 Grant award notice, grant agreement (including all exhibits and attachments), award letter, or other documentation reasonably evidencing the C3 Grant and the reimbursement purpose;
(b) the vendor invoice, quote, purchase order, or equivalent documentation identifying the Baling Machine, vendor, price, payment instructions, and delivery location;
(c) Borrower's completed and current IRS Form W-9;
(d) evidence of insurance reasonably acceptable to the City, including commercial general liability insurance and any other insurance reasonably requested by the City for the ownership, transport, installation, or operation of the Baling Machine;
(e) evidence that Borrower is in good standing with the Colorado Secretary of State;
(f) evidence of Borrower's authority to enter into this Agreement, including any required member, manager, or company authorization;
(g) a fully completed disbursement checklist substantially in the form attached as Exhibit C; and
(h) any other documentation reasonably requested by the City to confirm that the Loan Proceeds will be used only for the purposes authorized by this Agreement.

3.4 No Security or Collateral
The Loan is unsecured. The City shall not require Borrower to grant a security interest in the Baling Machine or any other collateral as a condition of the Loan.

ARTICLE 4 – REPAYMENT

4.1 Repayment Obligation
Borrower shall repay the full outstanding Principal in one lump-sum payment on or before the last day of the Repayment Period. Borrower's repayment obligation is absolute and unconditional and is not limited to, conditioned on, or excused by the termination of the C3 grant agreement, or the amount, timing, denial, reduction, delay, cancellation, or nonreceipt of any C3 Reimbursement, except that receipt of C3 Reimbursement triggers the earlier repayment deadline described in Section 1.8.

4.2 Notice of C3 Reimbursement
Borrower shall provide written notice to the City within two (2) Business Days after Borrower receives any C3 Reimbursement. Borrower's notice shall identify the amount received, date received, payment source, and grant or reimbursement reference number, if available, and shall include reasonable supporting documentation.

4.3 Payment Amount and Payment Address
On or before the applicable due date, Borrower shall make a one-time payment in the amount of Five Hundred Sixty-Eight Thousand Five Hundred Sixty-Four Dollars and Eight Cents ($568,564.08), plus any interest, Default Interest, costs, fees, or other amounts due under this Agreement, to:

City of Pueblo Finance Department
101 W. Riverwalk
Pueblo, Colorado 81003

4.4 Prepayment
Borrower may prepay the Loan in whole or in part at any time without premium or penalty. Any partial prepayment shall be applied first to costs and fees due to the City, second to accrued Interest, if any, and third to outstanding Principal.

4.5 Interest
This Loan shall bear interest at the rate of six percent (6%) per annum from the date of disbursement until the end of the Repayment Period except that interest shall not be due so long as the Loan is repaid in full by the end of the Repayment Period. If the Loan is not repaid in full by the end of the Repayment Period, the full amount of the accrued Interest shall be added to the principal balance. Thereafter, beginning the day after the end of the Repayment Period, the full Principal balance of the Loan plus the accrued Interest shall accrue Default Interest pursuant to paragraph 8.3 of this Agreement.

ARTICLE 5 -- BORROWER REPRESENTATIONS AND WARRANTIES

Borrower represents and warrants to the City as follows:

5.1 Organization and Good Standing
Borrower is a Colorado limited liability company, duly organized, validly existing, and in good standing under the laws of the State of Colorado.

5.2 Authority
Borrower has full power and authority to execute, deliver, and perform this Agreement. The person signing this Agreement on behalf of Borrower has been duly authorized to do so.

5.3 No Conflict
Borrower's execution and performance of this Agreement will not violate Borrower's organizational documents, any agreement binding Borrower, any grant requirement known to Borrower, or any applicable law, order, rule, or regulation.

5.4 Grant Status
Borrower has received notice of the C3 Grant and has provided or will provide to the City true, correct, and complete copies of all material documents in Borrower's possession relating to the C3 Grant, the Baling Machine, and the reimbursement process.

5.5 Use of Funds
Borrower will use the Loan Proceeds solely for the purposes authorized by this Agreement.

5.6 No Misstatements
No representation, certification, document, or information provided by Borrower to the City in connection with this Agreement contains any material misstatement or omits any material fact necessary to make the information provided not misleading.

5.7 Compliance With Laws
Borrower shall comply with all applicable federal, state, and local laws, rules, regulations, ordinances, permits, licenses, and approvals relating to its business, the Baling Machine, the C3 Grant, and this Agreement.

SECTION 6 -- BORROWER COVENANTS

6.1 Acquisition and Delivery
Borrower shall promptly acquire and arrange delivery of the Baling Machine to 20 Environmental Pl., Pueblo, Colorado 81004. Borrower shall provide the City reasonable evidence of purchase, payment, delivery, and installation, as applicable.

6.2 Documentation
Borrower shall maintain complete and accurate books, records, invoices, receipts, grant correspondence, reimbursement requests, and payment records relating to the Loan, the Loan Proceeds, the C3 Grant, and the Baling Machine for not less than three (3) years after repayment in full of all amounts due under this Agreement.

6.3 Inspection and Records Review
Upon reasonable prior notice and during normal business hours, Borrower shall permit the City to inspect the Baling Machine and review records reasonably related to the Loan, Loan Proceeds, the C3 Grant, and compliance with this Agreement. The City shall conduct any inspection or review in a manner reasonably designed to avoid unnecessary disruption to Borrower's operations. Borrower shall provide to City copies of any and all documents requested by City.

6.4 C3 Communications and Reimbursement Requests
Borrower shall diligently pursue the C3 Reimbursement in accordance with applicable C3 Grant requirements. Borrower shall promptly provide the City with copies of material communications from C3 concerning approval, denial, reduction, delay, cancellation, disbursement, or reimbursement under the C3 Grant.

6.5 Notice of Material Events
Borrower shall notify the City in writing within five (5) Business Days after Borrower becomes aware of any event that could materially impair Borrower's ability to repay the Loan, obtain the C3 Reimbursement, acquire or retain the Baling Machine, or perform its obligations under this Agreement.

6.6 No Assignment
Borrower shall not assign, transfer, delegate, or encumber its rights or obligations under this Agreement without the City's prior written consent. Any attempted assignment without the City's prior written consent is void.

6.7 No Disposition of Baling Machine During Repayment Period
Until all amounts due under this Agreement have been paid in full, Borrower shall not sell, transfer, lease, encumber, lien, abandon, materially relocate outside the City of Pueblo, or otherwise dispose of the Baling Machine without the City's prior written consent, except in the ordinary course of maintenance, repair, replacement of parts, or warranty service.

SECTION 7 -- CITY COVENANTS AND LIMITATIONS

7.1 City Disbursement
Subject to Borrower's satisfaction of all conditions precedent and the other terms of this Agreement, the City shall disburse the Loan Proceeds as provided in Section 3.

7.2 Public Purpose and Fund Limitations
The Parties acknowledge that the Loan is intended to support recycling infrastructure, landfill diversion, and related public purposes. The City's obligations under this Agreement are limited by the lawful availability and permitted use of the PPR Fund and all applicable constitutional, statutory, charter, ordinance, budgetary, appropriation, and fiscal requirements.

7.3 No Waiver of Governmental Immunity
Nothing in this Agreement shall be construed as a waiver of the City's rights, defenses, limitations, or immunities under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 et seq., or any other applicable law.

7.4 No Multiple Fiscal Year Debt
To the extent applicable, nothing in this Agreement shall be construed to create a multiple fiscal year direct or indirect debt or financial obligation of the City within the meaning of Article X, Section 20 of the Colorado Constitution or any other constitutional, statutory, charter, or ordinance limitation. This Section shall not limit Borrower's obligation to repay the Loan.

SECTION 8 -- DEFAULT AND REMEDIES

8.1 Events of Default
Each of the following constitutes an "Event of Default" under this Agreement:

(a) Borrower fails to pay any amount due under this Agreement when due;

(b) Borrower uses any Loan Proceeds for a purpose not authorized by this Agreement;

(c) Borrower fails to acquire or arrange delivery of the Baling Machine as required by this Agreement, unless such failure is caused by vendor delay or other circumstances beyond Borrower's reasonable control and Borrower is diligently pursuing completion;

(d) Borrower fails to provide notice of C3 Reimbursement as required by Section 4.2;

(e) Borrower fails to provide records, grant documentation, inspection access, or other documentation required by this Agreement, and such failure continues for ten (10) days after written notice from the City;

(f) any representation, warranty, certification, or material information provided by Borrower to the City is false, misleading, or incomplete in any material respect when made;

(g) Borrower defaults under, materially breaches, or becomes ineligible for the C3 Grant due to Borrower's action or omission;

(h) Borrower becomes insolvent, makes an assignment for the benefit of creditors, admits in writing its inability to pay debts as they become due, commences or has commenced against it any bankruptcy, receivership, dissolution, or similar proceeding, or ceases ordinary business operations; or

(i) Borrower otherwise fails to perform any material obligation under this Agreement.

8.2 Acceleration
Upon the occurrence or continuation of an Event of Default, the City may declare all outstanding Principal, Interest, costs, fees, and other amounts due under this Agreement immediately due and payable without further notice, demand, presentment, protest, or other action, all of which Borrower waives to the fullest extent permitted by law.

8.3 Default Interest
Upon the occurrence and continuation of an Event of Default, interest shall accrue on the outstanding Principal amount at a rate of twelve percent (12%) per annum, compounded monthly on the first day of each month ("Default Interest"). Any Default Interest not paid when due shall be added to the Principal amount and shall thereafter bear interest at the same rate until paid in full. Default Interest shall accrue from the date of the Event of Default until all amounts due under this Agreement are paid in full.

8.4 Recovery of Costs
Borrower shall reimburse the City for all reasonable costs and expenses incurred by the City in enforcing this Agreement or collecting amounts due, including reasonable attorney fees, court costs, filing fees, collection costs, and costs of investigation, to the extent permitted by law.

8.5 Misuse of Funds
If Borrower uses any Loan Proceeds for a purpose not authorized by this Agreement, the City may require Borrower to immediately repay the misused amount, together with any other amounts due under this Agreement, and may pursue any other remedy available at law or in equity.

8.6 Equitable Relief
Borrower acknowledges that misuse of public funds, failure to maintain or provide required records, unauthorized disposition of the Baling Machine, or failure to comply with the restricted-use requirements of this Agreement may cause harm for which monetary damages may be inadequate. The City may seek specific performance, temporary restraining orders, preliminary injunctions, permanent injunctions, or other equitable relief without the necessity of posting bond, to the extent permitted by law.

8.7 Cumulative Remedies
The City's rights and remedies under this Agreement are cumulative and not exclusive. The City may exercise any right or remedy available under this Agreement, at law, or in equity, in any order and without waiving any other right or remedy.

8.8 No Waiver
No delay or failure by the City to exercise any right or remedy shall operate as a waiver of that right or remedy. No waiver shall be effective unless in writing and signed by the City. A waiver on one occasion shall not constitute a waiver on any other occasion.

9. Notices
All notices required or permitted under this Agreement shall be in writing and shall be delivered by personal delivery, nationally recognized overnight courier, certified U.S. mail return receipt requested, or email with confirmation of transmission, to the addresses below or to any other address designated by a Party by written notice.

If to City:
City of Pueblo
Attention: Mayor
1 City Hall Place
Pueblo, Colorado 81003
Email: mayor@pueblo.us

With copy to:
City Attorney's Office
City of Pueblo
101 W. Riverwalk Place, 4th Floor
Pueblo, Colorado 81003
Email: cityattorney@pueblo.us

If to Borrower:
Design for Recycle, LLC
20 Environmental Pl.
Pueblo, Colorado 81004

Attention: Justin Parker
Email: team@design4recycle.com

Notices are effective upon receipt, refusal of delivery, or confirmed email transmission if transmitted before 5:00 p.m. Mountain Time on a Business Day, or on the next Business Day if transmitted after that time or on a non-Business Day.

ARTICLE 10 -- GENERAL PROVISIONS

10.1 Governing Law, Venue and Waiver of Trial by Jury

This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, without regard to conflict-of-law principles. Exclusive venue for any action arising out of or relating to this Agreement shall be in the state courts located in Pueblo County, Colorado, unless exclusive jurisdiction lies in federal court, in which case venue shall be in the United States District Court for the District of Colorado. TO THE FULL EXTENT PERMITTED BY LAW, PARTIES WAIVE THEIR RIGHTS TO A TRIAL BY JURY FOR ALL CLAIMS ARISING UNDER THIS AGREEMENT.

10.2 Relationship of the Parties

The Parties are independent contracting parties. Nothing in this Agreement creates a partnership, joint venture, agency, employment, fiduciary, or other special relationship between the City and Borrower.

10.3 No Third-Party Beneficiaries

This Agreement is for the sole benefit of the Parties and their permitted successors and assigns. Nothing in this Agreement creates any right, claim, or remedy in favor of any third party, including the State of Colorado, the Baling Machine vendor, Borrower's customers, or any member of the public.

10.4 Entire Agreement

This Agreement, including all exhibits, constitutes the entire agreement between the Parties concerning the Loan and supersedes all prior or contemporaneous discussions, negotiations, proposals, term sheets, understandings, and agreements, whether written or oral, concerning the subject matter of this Agreement.

10.5 Amendment

This Agreement may be amended only by a written instrument signed by authorized representatives of both Parties and approved in accordance with any applicable City requirements.

10.6 Severability

If any provision of this Agreement is held invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect to the maximum extent permitted by law.

10.7 Counterparts and Electronic Signatures

This Agreement may be executed in counterparts, each of which is deemed an original and all of which together constitute one instrument. Signatures delivered electronically or by portable document format are effective as original signatures to the fullest extent permitted by law.

10.8 Survival
Any provision that by its nature should survive expiration or termination of this Agreement shall survive, including repayment obligations, records obligations, audit and inspection rights, indemnity or reimbursement obligations, default remedies, governing law, venue, and no-waiver provisions.

10.9 Interpretation
The headings in this Agreement are for convenience only and do not affect interpretation. The word "including" means "including without limitation." The Parties acknowledge that each has had the opportunity to review this Agreement with legal counsel, and no rule of construction shall be applied against either Party as drafter.

10.10 Further Assurances
Borrower shall execute and deliver such additional documents and take such additional actions as the City may reasonably request to carry out the intent of this Agreement, verify use of Loan Proceeds, document the C3 Reimbursement, or evidence repayment.

11. SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

CITY:
CITY OF PUEBLO, COLORADO,
a Colorado home rule municipal corporation

_____
Heather Graham, Mayor
Date: _____

ATTEST:

_____
By: _____
Clyde Bishop, City Clerk

APPROVED AS TO FORM:

_____
Carla L. Sikes, City Attorney

BORROWER:
DESIGN FOR RECYCLE, LLC,
a Colorado limited liability company

By: _____

Name: _____
Its: _____
Date:_____

EXHIBIT A

Baling Machine and Vendor Information

1. Vendor name: **Altitude Recycling Equipment**
2. Vendor address: **4255 S. Buckley Rd., Ste. 503, Aurora, CO 80013**
3. Vendor contact name/email/phone: **720.427.3639; tyler@altituderecycling.com**
4. Equipment description/model number: **Excel Two Ram Baler 2R9D**
5. Serial number, if available: **assigned after down payment**
6. Purchase price: **$568,564.08 (funds allocated from City)**
7. Delivery address: **20 Environmental Pl., Pueblo, Colorado 81004**
8. Expected delivery date: **30 weeks after deposit ___**
9. Invoice, quote, or purchase order number: **$652,071.60 see quote**
   (30% deposit due with order, 60% due prior to shipping, 10% due at installation)

EXHIBIT B

State of Colorado Grant Agreement
Department of Public Health and Environment

With

Design for Recycle, LLC

Dated
October 31, 2025 – August 31, 2027

EXHIBIT C

Borrower must provide the following before City disbursement:

Item	Required	Received	Notes
Executed Agreement	Yes	____	____
C3 Grant award documentation	Yes	_Yes___	____Attached
Vendor invoice, quote, or purchase order	Yes	Yes_	Attached
Borrower W-9	Yes	____	____
Evidence of insurance	Yes	____	____
Colorado Secretary of State good-standing evidence	Yes	Yes	Attached
Borrower authorization to execute Agreement	Yes	____	____
Vendor information for two-party check	Yes	____	____
Delivery address confirmation	Yes	____	____
Any additional City-required documentation	If requested	____	____

STATE OF COLORADO GRANT AGREEMENT
DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT

Cover Page

State Agency:
Colorado Department of Public Health and Environment
4300 Cherry Creek Drive South
Denver, Colorado 80246

Grantee:
Design for Recycle LLC

Agreement Maximum Amount:
Initial Term
10/31/2025-08/31/2027 $1,529,486.00
Extension Terms

Contract Maximum Amount:

Agreement Number:
CT 2026*2471

Agreement Performance Beginning Date:
October 31, 2025
Initial Agreement Expiration Date:
August 31, 2027
Fund Expenditure End Date:
August 31, 2027

Agreement Authority:
The C3 Enterprise is and operates as a government-owned business within CDPHE for the purpose of collecting the fee charged to waste producers and using the fee to provide grants, funding, and technical assistance and to pay for studies to promote a Circular Economy including waste diversion and aversion. The enterprise is overseen by the C3 Board of Directors. The department administers the grant program on behalf of the enterprise. See 25-16.5-109(3), C.R.S.

Agreement Purpose
This project serves to both protect public health and the environment in Colorado by increasing and improving waste diversion efforts in Pueblo County. Design for Recycle provides critical recycling solutions in Southeastern Colorado as the only processing facility in the area. Grant funding will support critical improvements and increase Design for Recycle's capacity to handle up to ten times the volume of materials currently processed.

The following Exhibits and Attachments are attached and incorporated into this Contract:

1. Exhibit A, Additional Provisions
2. Exhibit B, Statement of Work
3. Exhibit C, Budget
4. Exhibit D, Option Letter

Principal Representatives

For the State:
Megan Vinet, C3 Grants and Enterprise Unit Manager
Colorado Department of Public Health and Environment
4300 Cherry Creek Drive South
Denver, Colorado 80246
megan.vinet@state.co.us

For Grantee:
Justin Parker
Design for Recycle LLC
20 Environmental Pl.
Pueblo, CO 81004
team@design4recycle.com

SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT

Each person signing this Agreement represents and warrants that the signer is duly authorized to execute this Agreement and to bind the Party authorizing such signature.

GRANTEE
Design for Recycle LLC

Signed by: Justin Parker
E7AE47C6B51A40A...
By: Signature

Justin Parker
Name of Person Signing for Grantee

Owner
Title of Person Signing for Grantee

Date: 2025-10-30

STATE OF COLORADO
Jared S. Polis, Governor
Colorado Circular Communities
Tyler Bandemer, Chairperson, C3 Board of Directors

Signed by:
ED2DA94226074A7...
By: Signature

Tyler Bandemer
Tyler Bandemer

Chairperson, C3 Board of Directors
Chairperson, C3 Board of Directors

Date: 2025-11-03

In accordance with §24-30-202, C.R.S., this Agreement is not valid until signed and dated below by the State Controller or an authorized delegate.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

DocuSigned by: Kurt Williams
73365F4A4A084BC...
By: Signature

Kurt Williams
Name of State Controller Delegate

Controller
Title of State Controller Delegate

Date Executed: 2025-11-03

1. PARTIES

This Agreement is entered into by and between Grantee named on the Cover Page for this Agreement (the "Grantee"), and the STATE OF COLORADO acting by and through the State agency named on the Cover Page for this Agreement (the "State"). Grantee and the State agree to the terms and conditions in this Agreement.

2. TERM AND EFFECTIVE DATE

A. Effective Date

This Agreement shall not be valid or enforceable until the Effective Date, and the Grant Funds shall be expended by the Fund Expenditure End Date shown on the Signature and Cover Page for this Agreement. The State shall not be bound by any provision of this Agreement before the Effective Date, and shall have no obligation to pay Grantee for any Work performed or expense incurred before the Effective Date, except as described in §5.D, or after the Fund Expenditure End Date. If the Work will be performed in multiple phases, the period of performance start and end date of each phase is detailed under the Project Schedule in the Statement of Work Exhibit.

B. Initial Term

The Parties' respective performances under this Agreement shall commence on the Agreement Performance Beginning Date shown on the Cover Page for this Agreement and shall terminate on the Initial Agreement Expiration Date shown on the Cover Page for this Agreement (the "Initial Term") unless sooner terminated or further extended in accordance with the terms of this Agreement.

C. Extension Terms - State's Option

The State, at its discretion, shall have the option to extend the performance under this Agreement beyond the Initial Term for a period, or for successive periods, of one year or less at the same rates and under the same terms specified in this Agreement (each such period an "Extension Term"). In order to exercise this option, the State shall provide written notice to Grantee in a form substantially equivalent to Sample Option Letter attached to this Agreement.

D. End of Term Extension

If this Agreement approaches the end of its Initial Term, or any Extension Term then in place, the State, at its discretion, upon written notice to Grantee as provided in §14, may unilaterally extend such Initial Term or Extension Term for a period not to exceed two months (an "End of Term Extension"), regardless of whether additional Extension Terms are available or not. The provisions of this Agreement in effect when such notice is given shall remain in effect during the End of Term Extension. The End of Term Extension shall automatically terminate upon execution of a replacement Agreement or modification extending the total term of this Agreement.

E. Early Termination in the Public Interest

The State is entering into this Agreement to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Agreement ceases to further the public interest of the State, the State, in its discretion, may terminate this Agreement in whole or in part. A determination that this Agreement should be terminated in the public interest shall not be equivalent to a State right to terminate for

convenience. This subsection shall not apply to a termination of this Agreement by the State for breach by Grantee, which shall be governed by 12.A.i.

i. Method and Content

The State shall notify Grantee of such termination in accordance with §14. The notice shall specify the effective date of the termination and whether it affects all or a portion of this Agreement, and shall include, to the extent practicable, the public interest justification for the termination.

ii. Obligations and Rights

Upon receipt of a termination notice for termination in the public interest, Grantee shall be subject to the rights and obligations set forth in §12.A.i.a.

iii. Payments

If the State terminates this Agreement in the public interest, the State shall pay Grantee an amount equal to the percentage of the total reimbursement payable under this Agreement that corresponds to the percentage of Work satisfactorily completed and accepted, as determined by the State, less payments previously made. Additionally, if this Agreement is less than 60% completed, as determined by the State, the State may reimburse Grantee for a portion of actual out-of-pocket expenses, not otherwise reimbursed under this Agreement, incurred by Grantee which are directly attributable to the uncompleted portion of Grantee's obligations, provided that the sum of any and all reimbursement shall not exceed the maximum amount payable to Grantee hereunder.

F. Grantee's Termination Under Federal Requirements

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.

3. DEFINITIONS

The following terms shall be construed and interpreted as follows:

A. "Agreement" means this agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto.

B. "Breach of Agreement" means the failure of a Party to perform any of its obligations in accordance with this Agreement, in whole or in part or in a timely or satisfactory manner. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Grantee, or the appointment of a receiver or similar officer for Grantee or any of its property, which is not vacated or fully stayed within 30 days after the institution of such proceeding, shall also constitute a breach. If Grantee is debarred or suspended under §24-109-105, C.R.S. at any time during the term of this Agreement, then such debarment or suspension shall constitute a breach.

C. "Budget" means the budget for the Work, as described in Exhibit C.

D. "Business Day" means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in §24-11-101(1), C.R.S.

E. "CORA" means the Colorado Open Records Act, §§24-72-200.1, *et seq.*, C.R.S.

F. "Effective Date" means the date on which this Agreement is approved and signed by the Colorado State Controller or designee, as shown on the Signature for this Agreement.

G. "End of Term Extension" means the time period defined in §2.D.

H. "Exhibits" means the exhibits and attachments included with this Agreement as shown on the Cover Page for this Agreement.

I. "Extension Term" means the time period defined in §2.C.

J. "Goods" means any movable material acquired, produced, or delivered by Grantee as set forth in this Agreement and shall include any movable material acquired, produced, or delivered by Grantee in connection with the Services.

K. "Grant Funds" means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Agreement.

L. "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, which are included as part of the Work, as described in §§24-37.5-401, *et seq*. C.R.S. Incidents include, without limitation, (i) successful attempts to gain unauthorized access to a State system or State Records regardless of where such information is located; (ii) unwanted disruption or denial of service; (iii) the unauthorized use of a State system for the processing or storage of data; or (iv) changes to State system hardware, firmware, or software characteristics without the State's knowledge, instruction, or consent.

M. "Initial Term" means the time period defined in §2.B.

N. "Matching Funds" means the funds provided Grantee as a match required to receive the Grant Funds.

O. "Party" means the State or Grantee, and "Parties" means both the State and Grantee.

P. "Services" means the services to be performed by Grantee as set forth in this Agreement, and shall include any services to be rendered by Grantee in connection with the Goods.

Q. "State Confidential Information" means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Grantee which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Grantee without restrictions at the time of its disclosure to Grantee; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Grantee to the State; (iv) is disclosed to Grantee, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.

R. "State Fiscal Rules" means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a), C.R.S.

S. "State Fiscal Year" means a 12-month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.

T. "State Records" means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.

U. "Subcontractor" means third-parties, if any, engaged by Grantee to aid in performance of the Work. "Subcontractor" also includes sub-grantees of grant funds.

V. "Uniform Guidance" means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

W. "Work" means the Goods delivered and Services performed pursuant to this Agreement.

X. "Work Product" means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, information, and any other results of the Work. "Work Product" does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work.

Any other term used in this Agreement that is defined in an Exhibit shall be construed and interpreted as defined in that Exhibit.

4. STATEMENT OF WORK

Grantee shall complete the Work as described in this Agreement and in accordance with the provisions of Exhibit B. The State shall have no liability to compensate Grantee for the delivery of any goods or the performance of any services that are not specifically set forth in this Agreement.

5. PAYMENTS TO GRANTEE

A. Maximum Amount

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 Agreement Maximum for each State Fiscal Year shown on the Cover Page of this Agreement.

B. Payment Procedures

i. Invoices and Payment

a. The State shall pay Grantee in the amounts and in accordance with the schedule and other conditions set forth in the Budget, Exhibit C.

b. Grantee shall initiate payment requests by invoice to the State, in a form and manner approved by the State.

c. The State shall pay each invoice within 45 days following the State's receipt of that invoice, so long as the amount invoiced correctly represents Work completed by Grantee and previously accepted by the State during the term that the invoice

covers. If the State determines that the amount of any invoice is not correct, then Grantee shall make all changes necessary to correct that invoice.

d. The acceptance of an invoice shall not constitute acceptance of any Work performed or deliverables provided under this Agreement.

ii. Interest

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 of 1% per month, as required by §24-30-202(24)(a), C.R.S., until paid in full; provided, however, that interest shall not accrue on unpaid amounts that the State disputes in writing. Grantee shall invoice the State separately for accrued interest on delinquent amounts, and the invoice shall reference the delinquent payment, the number of day's interest to be paid and the interest rate.

iii. 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.

iv. Available Funds-Contingency-Termination

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 Services and Goods that are delivered and accepted prior to the effective date of notice of termination, and this termination shall otherwise be treated as if this Agreement were terminated in the public interest as described in §2.E.

vi. Option to Increase or Decrease Maximum Amount

The State has the Option to increase or decrease the statewide quantity of Goods and Services based upon the rates established in this Agreement and increase or decrease the maximum amount payable accordingly. In order to exercise this option, the State shall provide written notice to Grantee in a form substantially equivalent to Sample Option Letter attached to this Agreement. Delivery of Goods and performance of

Services shall continue at the same rates and terms as described in this Agreement. The State may include and incorporate a revised budget with the option letter, as long as the revised budget does not unilaterally change rates or terms specified in this Agreement.

C. Matching Funds

Grantee shall provide Matching Funds as provided in §5.A and Exhibit C. 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" in Exhibit C has been legally appropriated for the purposes of this Agreement by its authorized representatives and paid into its treasury or bank account. 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.

D. Reimbursement of Grantee Costs

Only with prior written approval, the State shall reimburse Grantee's allowable costs, not exceeding the maximum total amount described in Exhibit C and §5.A for all allowable costs described in this Grant and shown in the Budget, 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 the State of the change, the change does not modify the total maximum amount of this Agreement or the maximum amount for any state fiscal year, and the change does not modify any requirements of the Work. However, any costs incurred by Grantee prior to the Effective Date shall not be reimbursed. Grantee's costs for Work performed after the Fund Expenditure End Date shown on the Signature and Cover Page for this Agreement, 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:

i. Reasonable and necessary to accomplish the Work and for the Goods and Services provided; and

ii. Equal to the actual net cost to Grantee (i.e. the price paid minus any items of value received by Grantee that reduce the cost actually incurred).

E. Close-Out

Grantee shall close out this Award within 45 days after the Fund Expenditure End Date shown on the Signature and Cover Page for this Agreement. 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. The State will withhold 5% of allowable costs until all final documentation has been submitted and accepted by the State as substantially complete.

6. REPORTING - NOTIFICATION

A. Reports Upon Request of the State

In addition to any reports required pursuant to §16 or pursuant to any other Exhibit, for any Agreement having a term longer than three months, Grantee shall submit, upon request of the State, a written report specifying progress made for each specified performance measure and standard in this Agreement. Such progress report shall be in accordance with the

procedures developed and prescribed by the State. Progress reports shall be submitted to the State not later than five Business Days following the end of each calendar quarter or at such time as otherwise specified by the State.

B. Litigation 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 ten days after being served, notify the State of such action and deliver copies of such pleading or document to the State's Principal Representative identified on the Cover Page for this Agreement.

C. Performance and Final Status

Grantee shall submit all financial, performance and other reports to the State no later than 45 calendar days after the end of the Initial Term if no Extension Terms are exercised, or the final Extension Term exercised by the State, containing an evaluation and review of Grantee's performance and the final status of Grantee's obligations hereunder.

7. GRANTEE RECORDS

A. Maintenance

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 or the delivery of Services (including, but not limited to the operation of programs) or Goods hereunder. Grantee shall maintain such records for a period (the "Record Retention Period") of three years following the date of submission to the State of the final expenditure report, or if this Award is renewed quarterly or annually, from the date of the submission of each quarterly or annual report, respectively. If any litigation, claim, or audit related to this Award starts before expiration of the Record Retention Period, the Record Retention Period shall extend until all litigation, claims, or audit findings have been resolved and final action taken by the State Awarding Agency.

B. Inspection

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.

C. Monitoring

The State will 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, may monitor Grantee's performance of its obligations under this Agreement using procedures as determined by that governmental entity. The State shall have the right, in its sole discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement.

Docusign Envelope ID: B8AB4F8D-5724-474F-AECA-65BCBD5B088C

The State shall monitor Grantee's performance in a manner that does not unduly interfere with Grantee's performance of the Work.

D. Final Audit Report

Grantee shall promptly submit to the State a copy of any final audit report of an audit performed on Grantee's records that relates to or affects.

8. CONFIDENTIAL INFORMATION-STATE RECORDS

A. 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. Grantee shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines. Grantee shall immediately forward any request or demand for State Records to the State's Principal Representative.

B. 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 Subcontractor 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.

C. Use, Security, and Retention

Grantee shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information wherever located. 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.

D. 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 that 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 costs thereof.

9. CONFLICTS OF INTEREST

A. Actual Conflicts of Interest

Grantee shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Grantee under this Agreement. Such a conflict of interest would arise when a Grantee or Subcontractor's employee, officer or agent were to offer or provide any tangible personal benefit to an employee of the State, or any member of his or her immediate family or his or her partner, related to the award of, entry into or management or oversight of this Agreement.

B. Apparent Conflicts of Interest

Grantee acknowledges that, with respect to this Agreement, even the appearance of a conflict of interest shall be harmful to the State's interests. Absent the State's prior written approval, Grantee shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee's obligations under this Agreement.

C. Disclosure to the State

If a conflict or the appearance of a conflict arises, or if Grantee is uncertain whether a conflict or the appearance of a conflict has arisen, 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.

D. Contractor acknowledges that all State employees are subject to the ethical principles described in §24-18-105, C.R.S. Contractor further acknowledges that State employees may be subject to the requirements of §24-18-105, C.R.S. with regard to this Contract.

10. INSURANCE

Grantee shall obtain and maintain, and ensure that each Subcontractor shall obtain and maintain, insurance as specified in this section at all times during the term of this Agreement. All insurance policies required by this Agreement that are not provided through self-insurance shall be issued by insurance companies as approved by the State.

A. Workers' Compensation

Workers' compensation insurance as required by state statute, and employers' liability insurance covering all Grantee or Subcontractor employees acting within the course and scope of their employment.

B. General Liability

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Commercial general liability insurance covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:

i. $1,000,000 each occurrence;

ii. $1,000,000 general aggregate;

iii. $1,000,000 products and completed operations aggregate; and

iv. $50,000 any one fire.

C. Automobile Liability

Automobile liability insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of $1,000,000 each accident combined single limit.

D. Additional Insured

The State shall be named as additional insured on all commercial general liability policies (leases and construction contracts require additional insured coverage for completed operations) required of Grantee and Subcontractors.

E. Primacy of Coverage

Coverage required of Grantee and each Subcontractor shall be primary and noncontributory over any insurance or self-insurance program carried by Grantee or the State.

F. Cancellation

All commercial insurance policies shall include provisions preventing cancellation or non-renewal, except for cancellation based on non-payment of premiums, without at least 30 days prior notice to Grantee and Grantee shall forward such notice to the State in accordance with §14 within seven days of Grantee's receipt of such notice.

G. Subrogation Waiver

All commercial insurance policies secured or maintained by Grantee or its Subcontractors in relation to this Agreement shall include clauses stating that each carrier shall waive all rights of recovery under subrogation or otherwise against Grantee or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

H. Public Entities

If Grantee is a "public entity" within the meaning of the Colorado Governmental Immunity Act, §§24-10-101, *et seq.*, C.R.S. (the "GIA"), Grantee shall maintain, in lieu of the liability insurance requirements stated above, at all times during the term of this Agreement such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA. If a Subcontractor is a public entity within the meaning of the GIA, Grantee shall ensure that the Subcontractor maintain at all times during the terms of this Grantee, in lieu of the liability insurance requirements stated above, such liability insurance, by commercial policy or self-insurance, as is necessary to meet the Subcontractor's obligations under the GIA.

I. Certificates

For each commercial insurance plan provided by Grantee under this Agreement, Grantee shall provide to the State certificates evidencing Grantee's insurance coverage required in this Agreement within seven Business Days following the Effective Date. Grantee shall

provide to the State certificates evidencing Subcontractor insurance coverage required under this Agreement within seven Business Days following the Effective Date, except that, if Grantee's subcontract is not in effect as of the Effective Date, Grantee shall provide to the State certificates showing Subcontractor insurance coverage required under this Agreement within seven Business Days following Grantee's execution of the subcontract. No later than 15 days before the expiration date of Grantee's or any Subcontractor's coverage, Grantee shall deliver to the State certificates of insurance evidencing renewals of coverage. At any other time during the term of this Agreement, upon request by the State, Grantee shall, within seven Business Days following the request by the State, supply to the State evidence satisfactory to the State of compliance with the provisions of this section.

11. BREACH OF AGREEMENT

In the event of a Breach of Agreement, the aggrieved Party shall give written notice of Breach of Agreement to the other Party. If the notified Party does not cure the breach, at its sole expense, within 30 days after the delivery of written notice, the Party may exercise any of the remedies as described in §12 for that Party. Notwithstanding any provision of this Agreement to the contrary, the State, in its discretion, need not provide notice or a cure period and may immediately terminate this Agreement in whole or in part or institute any other remedy in this Agreement in order to protect the public interest of the State; or if Grantee is debarred or suspended under §24-109-105, C.R.S., the State, in its discretion, need not provide notice or cure period and may terminate this Agreement in whole or in part or institute any other remedy in this Agreement as of the date that the debarment or suspension takes effect.

12. REMEDIES

A. State's Remedies

If Grantee is in breach under any provision of this Agreement and fails to cure such breach, the State, following the notice and cure period set forth in §11, shall have all of the remedies listed in this section in addition to all other remedies set forth in this Agreement or at law. The State may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.

i. Termination for Breach

In the event of Grantee's uncured breach, the State may terminate this entire Agreement or any part of this Agreement. Grantee shall continue performance of this Agreement to the extent not terminated, if any.

a. Obligations and Rights

To the extent specified in any termination notice, Grantee shall not incur further obligations or render further performance past the effective date of such notice, and shall terminate outstanding orders and subcontracts with third parties. However, Grantee shall complete and deliver to the State all Work not cancelled by the termination notice, and may incur obligations as necessary to do so within this Agreement's terms. At the request of the State, Grantee shall assign to the State all of Grantee's rights, title, and interest in and to such terminated orders or subcontracts. Upon termination, Grantee shall take timely, reasonable and necessary action to protect and preserve property in the possession of Grantee but in which the State has an interest. At the State's request, Grantee shall return materials owned by the State in Grantee's possession at the time of any

termination. Grantee shall deliver all completed Work Product and all Work Product that was in the process of completion to the State at the State's request.

b. Payments

Notwithstanding anything to the contrary, the State shall only pay Grantee for accepted Work received as of the date of termination. If, after termination by the State, the State agrees that Grantee was not in breach or that Grantee's action or inaction was excusable, such termination shall be treated as a termination in the public interest, and the rights and obligations of the Parties shall be as if this Agreement had been terminated in the public interest under §2.E.

c. Damages and Withholding

Notwithstanding any other remedial action by the State, Grantee shall remain liable to the State for any damages sustained by the State in connection with any breach by Grantee, and the State may withhold payment to Grantee for the purpose of mitigating the State's damages until such time as the exact amount of damages due to the State from Grantee is determined. The State may withhold any amount that may be due Grantee as the State deems necessary to protect the State against loss including, without limitation, loss as a result of outstanding liens and excess costs incurred by the State in procuring from third parties replacement Work as cover.

ii. Remedies Not Involving Termination

The State, in its discretion, may exercise one or more of the following additional remedies:

a. Suspend Performance

Suspend Grantee's performance with respect to all or any portion of the Work pending corrective action as specified by the State without entitling Grantee to an adjustment in price or cost or an adjustment in the performance schedule. Grantee shall promptly cease performing Work and incurring costs in accordance with the State's directive, and the State shall not be liable for costs incurred by Grantee after the suspension of performance.

b. Withhold Payment

Withhold payment to Grantee until Grantee corrects its Work.

c. Deny Payment

Deny payment for Work not performed, or that due to Grantee's actions or inactions, cannot be performed or if they were performed are reasonably of no value to the state; provided, that any denial of payment shall be equal to the value of the obligations not performed.

d. Removal

Demand immediate removal of any of Grantee's employees, agents, or Subcontractors from the Work whom the State deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable or whose continued relation to this Agreement is deemed by the State to be contrary to the public interest or the State's best interest.

e. Intellectual Property

If any Work infringes, or if the State in its sole discretion determines that any Work is likely to infringe, a patent, copyright, trademark, trade secret or other intellectual property right, Grantee shall, as approved by the State (i) secure that right to use such Work for the State and Grantee; (ii) replace the Work with non infringing Work or modify the Work so that it becomes noninfringing; or, (iii) remove any infringing Work and refund the amount paid for such Work to the State.

B. Grantee's Remedies

If the State is in breach of any provision of this Agreement and does not cure such breach, Grantee, following the notice and cure period in §11 and the dispute resolution process in §13 shall have all remedies available at law and equity.

13. DISPUTE RESOLUTION

A. Initial Resolution

Except as herein specifically provided otherwise, disputes concerning the performance of this Agreement which cannot be resolved by the designated Agreement representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager designated by Grantee for resolution.

B. Resolution of Controversies

If the initial resolution described in §13.A. fails to resolve the dispute within ten Business Days, Grantee shall submit any alleged breach of this Agreement by the State to the Procurement Official of the State Agency named on the Cover Page of this Agreement as described in §24-101-301(30), C.R.S. for resolution following the same resolution of controversies process as described in §§24-106-109, and 24-109-101.1 through 24-109-505, C.R.S. (the "Resolution Statutes"), except that if Grantee wishes to challenge any decision rendered by the Procurement Official, Grantee's challenge shall be an appeal to the executive director of the Department of Personnel and Administration, or their delegate, in the same manner as described in the Resolution Statutes before Grantee pursues any further action. Except as otherwise stated in this Section, all requirements of the Resolution Statutes shall apply including, without limitation, time limitations regardless of whether the Colorado Procurement Code applies to this Agreement.

14. NOTICES AND REPRESENTATIVES

Each individual identified as a Principal Representative on the Cover Page for this Agreement shall be the principal representative of the designating Party. All notices required or permitted to be given under this Agreement shall be in writing, and shall be delivered (A) by hand with receipt required, (B) by certified or registered mail to such Party's principal representative at the address set forth below or (C) as an email with read receipt requested to the principal representative at the email address, if any, set forth on the Cover Page for this Agreement. If a Party delivers a notice to another through email and the email is undeliverable, then, unless the Party has been provided with an alternate email contact, the Party delivering the notice shall deliver the notice by hand with receipt required or by certified or registered mail to such Party's principal representative at the address set forth on the Cover Page for this Agreement. Either Party may change its principal representative or principal representative contact information, or may designate specific other individuals to receive certain types of notices in addition to or in

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lieu of a principal representative, by notice submitted in accordance with this section without a formal amendment to this Agreement. Unless otherwise provided in this Agreement, notices shall be effective upon delivery of the written notice.

15. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

A. Work Product

i. Copyrights

To the extent that the Work Product (or any portion of the Work Product) would not be considered works made for hire under applicable law, Grantee hereby assigns to the State, the entire right, title, and interest in and to copyrights in all Work Product and all works based upon, derived from, or incorporating the Work Product; all copyright applications, registrations, extensions, or renewals relating to all Work Product and all works based upon, derived from, or incorporating the Work Product; and all moral rights or similar rights with respect to the Work Product throughout the world. To the extent that Grantee cannot make any of the assignments required by this section, Grantee hereby grants to the State a perpetual, irrevocable, royalty-free license to use, modify, copy, publish, display, perform, transfer, distribute, sell, and create derivative works of the Work Product and all works based upon, derived from, or incorporating the Work Product by all means and methods and in any format now known or invented in the future. The State may assign and license its rights under this license.

ii. Patents

In addition, Grantee grants to the State (and to recipients of Work Product distributed by or on behalf of the State) a perpetual, worldwide, no-charge, royalty-free, irrevocable patent license to make, have made, use, distribute, sell, offer for sale, import, transfer, and otherwise utilize, operate, modify and propagate the contents of the Work Product. Such license applies only to those patent claims licensable by Grantee that are necessarily infringed by the Work Product alone, or by the combination of the Work Product with anything else used by the State.

iii. Assignments and Assistance

Whether or not Grantee is under contract with the State at the time, Grantee shall execute applications, assignments, and other documents, and shall render all other reasonable assistance requested by the State, to enable the State to secure patents, copyrights, licenses and other intellectual property rights related to the Work Product. The Parties intend the Work Product to be works made for hire. Grantee assigns to the State and its successors and assigns, the entire right, title, and interest in and to all causes of action, either in law or in equity, for past, present, or future infringement of intellectual property rights related to the Work Product and all works based on, derived from, or incorporating the Work Product.

B. Exclusive Property of the State

Except to the extent specifically provided elsewhere in this Agreement, any pre-existing State Records, State software, research, reports, studies, photographs, negatives or other documents, drawings, models, materials, data and information shall be the exclusive property of the State (collectively, "State Materials"). Grantee shall not use, willingly allow, cause or permit Work Product or State Materials to be used for any purpose other

than the performance of Grantee's obligations in this Agreement without the prior written consent of the State. Upon termination of this Agreement for any reason, Grantee shall provide all Work Product and State Materials to the State in a form and manner as directed by the State.

C. Exclusive Property of Grantee

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 and/or video, and third-party materials, delivered by Grantee under this 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 this Agreement or a State approved license agreement: (i) entered into as exhibits to this Agreement, (ii) obtained by the State from the applicable third-party vendor, or (iii) in the case of open source software, the license terms set forth in the applicable open source license agreement.

16. STATEWIDE CONTRACT MANAGEMENT SYSTEM

If the maximum amount payable to Grantee under this Agreement is $100,000 or greater, either on the Effective Date or at any time thereafter, this section shall apply. Grantee agrees to be governed by and comply with the provisions of §§24-106-103, 24-102-206, 24-106-106, and 24-106-107, C.R.S. regarding the monitoring of vendor performance and the reporting of Agreement performance information in the State's Agreement management system ("Contract Management System" or "CMS"). Grantee's performance shall be subject to evaluation and review in accordance with the terms and conditions of this Agreement, Colorado statutes governing CMS, and State Fiscal Rules and State Controller policies.

17. GENERAL PROVISIONS

A. Assignment

Grantee's rights and obligations under this Agreement are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Agreement.

B. Subcontracts

Grantee shall not enter into any subgrant or 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 such subgrant or subcontract upon request by the State. All subgrants and 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.

C. Binding Effect

Except as otherwise provided in §17.A., all provisions of this Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

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D. Authority

Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations have been duly authorized.

E. Captions and References

The captions and headings in this Agreement are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

F. Counterparts

This Agreement may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

G. Entire Understanding

This Agreement represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Agreement. Prior or contemporaneous additions, deletions, or other changes to this Agreement shall not have any force or effect whatsoever, unless embodied herein.

H. Digital Signatures

If any signatory signs this agreement using a digital signature in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Agreement by reference.

I. Modification

Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment to this Agreement, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules. Modifications permitted under this Agreement, other than Agreement amendments, shall conform to the policies issued by the Colorado State Controller.

J. Statutes, Regulations, Fiscal Rules, and Other Authority

Any reference in this Agreement to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Effective Date of this Agreement.

K. External Terms and Conditions

Notwithstanding anything to the contrary herein, the State shall not be subject to any provision included in any terms, conditions, or agreements appearing on Grantee's or a Subcontractor's website or any provision incorporated into any click-through or online agreements related to the Work unless that provision is specifically referenced in this Agreement.

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L. Severability

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Agreement in accordance with the intent of this Agreement.

M. Survival of Certain Agreement Terms

Any provision of this Agreement that imposes an obligation on a Party after termination or expiration of this Agreement shall survive the termination or expiration of this Agreement and shall be enforceable by the other Party.

N. Taxes

The State is exempt from federal excise taxes under I.R.C. Chapter 32 (26 U.S.C., Subtitle D, Ch. 32) (Federal Excise Tax Exemption Certificate of Registry No. 84-730123K) and from State and local government sales and use taxes under §§39-26-704(1), *et seq.*, C.R.S. (Colorado Sales Tax Exemption Identification Number 98-02565). The State shall not be liable for the payment of any excise, sales, or use taxes, regardless of whether any political subdivision of the state imposes such taxes on Grantee. Grantee shall be solely responsible for any exemptions from the collection of excise, sales or use taxes that Grantee may wish to have in place in connection with this Agreement.

O. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described in §17.A., 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 this Agreement, and do not create any rights for such third parties.

P. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

Q. CORA Disclosure

To the extent not prohibited by federal law, this Agreement and the performance measures and standards required under §24-106-107, C.R.S., if any, are subject to public release through the CORA.

R. Standard and Manner of Performance

Grantee shall perform its obligations under this Agreement in accordance with the highest standards of care, skill and diligence in Grantee's industry, trade, or profession.

S. Licenses, Permits, and Other Authorizations

Grantee shall secure, prior to the Effective Date, and maintain at all times during the term of this Agreement, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement, and shall ensure that all employees, agents and Subcontractors secure and maintain at all times during the

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term of their employment, agency or Subcontractor, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Agreement.

T. Indemnification

i. General Indemnification

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.

ii. Confidential Information Indemnification

Disclosure or use of State Confidential Information by Grantee in violation of §8 may be cause for legal action by third parties against Grantee, the State, or their respective agents. Grantee shall indemnify, save, and hold harmless the Indemnified Parties, against any and all claims, damages, liabilities, losses, costs, expenses (including attorneys' fees and costs) incurred by the State in relation to any act or omission by Grantee, or its employees, agents, assigns, or Subcontractors in violation of §8.

iii. Intellectual Property Indemnification

Grantee shall indemnify, save, and hold harmless the Indemnified Parties, against any and all costs, expenses, claims, damages, liabilities, and other amounts (including attorneys' fees and costs) 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.

iv. Accessibility Indemnification

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), C.R.S.

U. Accessibility

i. Grantee shall comply with and the Work Product provided under this Agreement 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 the Governor's Office of Information Technology (OIT), pursuant to Section §24-85-103 (2.5), C.R.S. Grantee shall also comply with all State of Colorado technology standards related to technology accessibility and with a Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.

ii. 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.

18. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3)

These Special Provisions apply to all agreements except where noted in italics.

A. STATUTORY APPROVAL. §24-30-202(1), C.R.S.

This Agreement shall not be valid until it has been approved by the Colorado State Controller or designee. If this Agreement is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), C.R.S., then this Agreement shall not be valid until it has been approved by the State's Chief Information Officer or designee.

B. FUND AVAILABILITY. §24-30-202(5.5), C.R.S.

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

C. GOVERNMENTAL IMMUNITY.

Liability for claims for injuries to persons or property arising from the negligence of the State, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, *et seq*., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, *et seq*. C.R.S. No term or condition of this 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.

D. INDEPENDENT CONTRACTOR.

Grantee shall perform its duties hereunder as an independent contractor 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 (i) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (ii) provide proof thereof when requested by the State, and (iii) be solely responsible for its acts and those of its employees and agents.

E. COMPLIANCE WITH LAW.

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.

F. CHOICE OF LAW, JURISDICTION, AND VENUE.

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this 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.

G. PROHIBITED TERMS.

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 this provision in any way shall be void ab initio. Nothing in this Agreement shall be construed as a waiver of any provision of §24-106-109, C.R.S.

H. SOFTWARE PIRACY PROHIBITION.

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 restrictions.

I. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. §§24-18-201 and 24-50-507, C.R.S.

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this 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. VENDOR OFFSET AND ERRONEOUS PAYMENTS. §§24-30-202(1) and 24-30-202.4, C.R.S.

Subject to §24-30-202.4(3.5), C.R.S., the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (i) unpaid child support debts or child support arrearages; (ii) unpaid balances of tax, accrued interest, or other charges specified in §§39-21-101, *et seq.*, C.R.S.; (iii) unpaid loans due to the Student Loan Division of the Department of Higher Education; (iv) amounts required to be paid to the Unemployment Compensation Fund; and (v) other unpaid debts owing to the State as a result of final agency determination or judicial action. The State may also recover, at the State's discretion, payments made to Grantee in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Grantee by deduction from subsequent payments under this Agreement, deduction from any payment due under any other contracts, grants or agreements between the State and Grantee, or by any other appropriate method for collecting debts owed to the State.

EXCEL 2R9D TWO RAM BALER AND STEEL BELT CONVEYOR

Customer: Design for Recycle
20 Environmental Pl
Pueblo CO 81004

Date: May 20, 2026

EQUIPMENT	**PRICE**
Excel 2R9D Two Ram Baler	$ 387,500

- 50 HP/460 volt motor
- 9" bore x 106" stroke main cylinder
- 9" bore eject cylinder
- 3,000 PSI system pressure, automatic mode
- 162 PSI ram face pressure
- 40" wide x 65" long charge box opening
- 30" high x 45" wide x 60" long bale size
- Hardox 400 wear liners, replaceable, 3/8” thick on chamber floor and sidewalls
- 47,500 lbs. machine weight
- Hardened, serrated, rotatable cutting knives
- Bale release door
- Bale separation door
- Operator-free, PLC controls
- Air-to-oil heat exchanger
- Bale table
- Accent Automatic Wire Tier
- 17 second cycle time
- Standard load hopper
- Conveyor controls (up to 10 HP)

Oil Heater	$ 2,300
Conveyor Controls	Included
Upper Photo Eye	Included
Hydraulic Oil (320 Gallons)	To be Provided by Customer

Baler Subtotal: $ 389,800

Take your recycling to its highest point
Tyler Francis (720) 427 - 3639
Tyler@AltitudeRecycling.com

Altitude
RECYCLING EQUIPMENT

Fluent Conveyors HD Roller Chain Steel Belt Conveyor	$ 182,500

- 60” wide belt, 3” x 3/8” tall cleats on 72” centers
- 3” rollers on 6” pitch, ¼” thick steel pans
- 4” high precision die formed interlocking off set wings
- ¼” steel structural tubing frame
- 12” tail load depth, 36” incline load depth
- 8ft usable pit section
- 48” Pit Depth
- 6” x 6” rectangular tube adjustable leg supports
- Push button E-stops on each side
- Auto chain oilers
- 10 HP Motor

Upper Hopper Extension	Included
Pit Plates	Included
Estimated Freight to Pueblo CO (3 Trucks)	$ 15,000
Estimated Installation, Start-Up, and Training	$ 25,000
Estimated Crane Service to Unload Baler	$ 2,500
Estimated Lifting Equipment	$ 5,000
Stem of Baling Wire	$ 3,000
TOTAL:	**$ 622,800**
State Sales Tax:	Exempt
Estimated Local Sales Tax (4.7%):	$ 29,271.60
Total with Sales Tax:	$ 652,071.60

*Prices are good for 15 days

*Estimated lead-time: 35-40 weeks subject to prior sales

*Terms – 30% deposit due with order, 60% due prior to shipping, 10% due at installation

*Work is quoted to occur during normal business hours. After hours, nights, weekends and holiday work will incur additional overtime charges

*Freight is estimate only, actual cost will depend on rates at time of shipment

*Installation cost is subject to final site survey

*Permitting and engineering is not included

*Electrical work not included in installation, power to be provided by customer

THIS PROPOSAL IS SUBJECT TO A FINAL SITE SURVEY

Take your recycling to its highest point
Tyler Francis (720) 427 - 3639
Tyler@AltitudeRecycling.com

TREASURY/IRS AND OMB USE ONLY DRAFT

Form **W-9**
(Rev. January 2026)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, on page 2.

See ***Specific Instructions*** on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietorship or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Design for Recycle, LLC

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☑ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . . **P**

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 4):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.

20 Environmental Pl.

6 City, state, and ZIP code

Pueblo, CO 81004

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). Do not report the employer identification number (EIN) of a sole proprietorship or disregarded entity. For a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your EIN. If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–		–				

or

Employer identification number

8	2	–	4	3	5	4	4	4	1

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct; and
5. ☐ I am exempt from information reporting as a U.S. digital asset broker within the meaning of Regulations section 1.6045-1(g)(4)(i)(A)(1) (other than a registered investment adviser). I claim exempt status under Regulations section 1.6045-1(c)(3)(i)(B)(12).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person** **Date** 2 / 26 / 26

Cat. No. 10231X

Form **W-9** (Rev. 1-2026) Created 8/27/25

DRAFT — DO NOT FILE

DRAFT — DO NOT FILE

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,

Design for Recycle LLC

is a

Limited Liability Company

formed or registered on 02/06/2018 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20181112119 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 01/14/2026 that have been posted, and by documents delivered to this office electronically through 01/15/2026 @ 13:58:57 .

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 01/15/2026 @ 13:58:57 in accordance with applicable law. This certificate is assigned Confirmation Number 18086055 .

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."

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City Clerk's Office Item # S16

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: June 22, 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 (1) APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN EMPLOYMENT AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND TRANSPORTATION TECHNOLOGY CENTER, INC., A DELAWARE CORPORATION, RELATING TO A JOB CREATING CAPITAL IMPROVEMENT PROJECT AND (2) APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT TO BUY AND SELL REAL ESTATE BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND TRANSPORTATION TECHNOLOGY CENTER, INC., A DELAWARE CORPORATION, AND RELATED SPECIAL WARRANTY DEED RELATING TO A PARCEL OF IMPROVED LAND LOCATED IN THE PUEBLO MEMORIAL AIRPORT INDUSTRIAL PARK – 350 KEELER PARKWAY

SUMMARY:

Attached is an Ordinance approving and authorizing the Mayor to sign the following agreements:

- Employment Agreement between the City of Pueblo and Transportation Technology Center, Inc., a Delaware corporation (“TTCI”);
- A Contract to Buy and Sell Real Estate between the City of Pueblo and TTCI; and
- Special Warranty Deed for the transfer of real property commonly known as 350 Keeler Parkway, Pueblo, Colorado 81001.

PREVIOUS COUNCIL ACTION:

On or about May 17, 2021, by Ordinance No. 9926, City Council approved an Employment Agreement with TTCI.

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BACKGROUND:

TTCI originated in 1971 as the High Speed Ground Test Center under the U.S. Department of Transportation. Currently, TTCI serves as a central hub for transportation research and development, training, and testing across the entire spectrum of the transportation industry. This encompasses government, education, and commercial entities.

On May 10, 2021, the City entered into an Employment Agreement with TTCI by which it agreed to employ 175 employees at an average annual salary of $73,333 plus benefits. TTCI leased two buildings at the Airport Industrial Park: 350 Keeler Parkway and 442 Keeler Parkway. The economic incentive provided by the City was rent abatement for the duration of the leases, which was five years. The leases expire on June 30, 2026. TTCI fulfilled all the requirements of the Employment Agreement.

In addition to fulfilling all the requirements of the Employment Agreement, TTCI invested approximately $7,000,000 of its own funds into improvements to the property at 350 Keeler Parkway (the "Property"). These improvements include but are not limited to the following:

- Painting completed and new flooring installed throughout the office area
- Installation of direct fiber internet to the building
- Repairs and enhancements to drainage and gutter system around the entire building
- Replacement of the full roof of the office portion of the building
- Repairs and partial replacement of the high-bay roof to address active leaks
- Replacement of two rooftop RTU's serving the office area due to the others being at the end of their useful life
- Installation of two air handling units for the high-bay heating in the south high-bay
- Installation of new overhead crane in the east building addition
- Installation of new road base and rock added in the north laydown yard and east dock areas to improve drainage and accessibility
- Installation of new compressed-air system
- Installation of electrical infrastructure upgrades in high-bay

In 2020, the Property was valued at $5,500,000. As of today, with the benefit of these improvements, the Property is valued at $10,750,000.

TTCI currently employs two hundred (200) employees and hopes to add up to forty (40) new employees at an average annual salary for all employees, old and new, of $92,000 before benefits.

The Economic Development Agreement proposed by this Ordinance provides for the transfer of the property located at 350 Keeler Parkway in the Airport Industrial Park to TTCI. TTCI must retain at least 200 employees at the site at an average annual salary

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of $92,000 before benefits for ten (10) years. The Employment Agreement is secured by a Deed of Trust on the Property.

Beyond its direct employment and capital investment, MxV Rail drives meaningful economic activity by attracting visitors from across the country and around the world to Pueblo. The Security and Emergency Response Training Center delivers training annually from February through November, serving approximately 2,000 first responders each year who travel to Pueblo and utilize local hotels, restaurants, transportation, and retail services during their stay. This program alone generates an estimated $2.4 million in annual economic activity. In addition, MxV Rail's Annual Research Review brings approximately 300 attendees to the community for multi-day engagements of three to five days, further increasing demand for local hospitality and service industries. Outside of these programs, MxV Rail regularly hosts domestic and international visitors who tour the facility and collaborate with its experts, further supporting local businesses and reinforcing Pueblo's position as a hub for rail innovation, workforce development, and industry investment.

The economic incentive contemplated by this Ordinance will retain no less than 200 primary jobs, encourage the creation of up to 40 new primary jobs and promote an economic catalyst project as defined by PMC § 14-4-85.1(3.1). The economic incentive is further supported by the fact that TTCI has already invested approximately $7,000,000 of capital improvements in the property. The Employment Agreement extends for ten (10) years, which is longer than the average employment agreement and will be secured by a Deed of Trust against the real property at 350 Keeler Parkway.

FINANCIAL IMPLICATIONS:

This Ordinance does not involve the transfer of funds but rather the transfer of real property valued at $10,750,000.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

If this Ordinance is not approved, TTCI may explore re-locating its transportation technology complex to a new location outside of Pueblo County.

RECOMMENDATION:

The Pueblo Economic Development Corporation recommends approval of this Ordinance.

ATTACHMENTS:

1. Contract to Buy and Sell Real Estate (MxV Rail)
2. Exhibit 1 to Contract to Buy and Sell Real Estate Special Warranty Deed -- 350

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Keeler Pkwy (City to MxV)

3. Exhibit 2 to Contract to Buy and Sell Real Estate -- MxV Rail Agreement
4. Exhibit 3 to Contract to Buy and Sell Real Estate -- Deed of Trust (MxV Rail)

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ORDINANCE NO. 11212

AN ORDINANCE (1) APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN EMPLOYMENT AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND TRANSPORTATION TECHNOLOGY CENTER, INC., A DELAWARE CORPORATION, RELATING TO A JOB CREATING CAPITAL IMPROVEMENT PROJECT AND (2) APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT TO BUY AND SELL REAL ESTATE BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND TRANSPORTATION TECHNOLOGY CENTER, INC., A DELAWARE CORPORATION, AND RELATED SPECIAL WARRANTY DEED RELATING TO A PARCEL OF IMPROVED LAND LOCATED IN THE PUEBLO MEMORIAL AIRPORT INDUSTRIAL PARK – 350 KEELER PARKWAY

WHEREAS, the City collects a one-half-percent sales and use tax dedicated to primary-job-creating capital improvement projects within the City and the Pueblo Memorial Airport boundaries, with revenues deposited into the 1992-2031 Sales and Use Tax Capital Improvement Projects Fund (the "Fund"), most recently extended by voter-approved Ordinance No. 11001, effective November 5, 2025;

WHEREAS, the criteria, standards, and procedures for appropriation and expenditure of Fund revenues are codified in Chapter 4 of Title XIV of the Pueblo Municipal Code ("PMC"), as amended, including most recently by Ordinance No. 11125, effective February 24, 2026 (the "Criteria"); and

WHEREAS, Transportation Technology Center, Inc. ("TTCI") has submitted an application to the City for an economic development incentive in the form of a land acquisition; and

WHEREAS, City Council having reviewed TTCI's application finds under PMC § 14-4-85.3(b)(1) that the project described therein is not speculative and that TTCI has demonstrated its financial ability and experience necessary to complete and operate the project; and

WHEREAS, City Council finds that TTCI has a substantial impact on the economic well-being on the City, community and region by attracting visitors from across the country and around the world to Pueblo through its Security and Emergency Response Training Center which serves approximately 2,000 first responders each year who travel to Pueblo and utilize local hotels, restaurants, transportation, and retail services during their stay, and generates an estimated $2.4 million in annual economic activity to the region. And therefore, TTCI qualifies as an Economic Catalyst Project as defined in PMC 14-4-85.1(3.1); and

WHEREAS, City Council finds that TTCI provides primary jobs to the community as defined in PMC § 14-4-85.1(7) and retention of the existing two hundred (200) primary jobs at an average annual salary of $92,000 will substantially benefit the public; and

WHEREAS, City Council may pursuant to PMC § 14-4-85.5(1) authorize expenditure of monies in the Fund for the acquisition of land or existing buildings for the purpose of making such land or buildings available to applicants that meet the standards and criteria of PMC 14-4-85.1 *et seq.* NOW THEREFORE,

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

SECTION 1.

City Council finds and determines TTCI has a substantial impact on the economic well-being on the City, community and region by attracting visitors from across the country and around the world to Pueblo through its Security and Emergency Response Training Center and generating an estimated $2.4 million in annual economic activity to the region. And therefore, TTCI qualifies as an Economic Catalyst Project as defined in PMC 14-4-85.1(3.1). City Council further finds and determines that TTCI provides primary jobs to the community as defined in PMC § 14-4-85.1(7) and retention of the existing two hundred (200) primary jobs at an average annual salary of $92,000 will substantially benefit the community. For all the reasons stated above and herein, City Council hereby authorizes, pursuant to PMC § 14-4-85.5(1), the transfer of the real property commonly known as 350 Keeler Parkway to TTCI and determines that it meets the standards and criteria of PMC 14-4-85.1 *et seq.*

SECTION 2.

The following agreements, all dated June 30, 2026, copies of which are attached hereto and incorporated herein by this reference, having been approved as to form by the City Attorney, are approved:

- Employment Agreement between the City of Pueblo and TTCI;
- Contract to Buy and Sell Real Estate
- Special Warrant Deed
- Deed of Trust

The Mayor is authorized to execute and deliver said agreements in the name of the City and the City Clerk is authorized to affix the seal of the City thereto and attest same. The Mayor is further authorized to execute and deliver the Special Warranty Deed and related documents at closing transferring 350 Keeler Parkway, Pueblo, Colorado to TTCI.

SECTION 3.

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

SECTION 4.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on June 08, 2026.

Final adoption of Ordinance by City Council on June 22, 2026.

DocuSigned by:
Mark Alliff
B7A4F61823AB462...
President of City Council

Docusign Envelope ID: 76B74B90-BED3-80F6-8251-29A4CD2475EE

Action by the Mayor:

☒ Approved on 06/24/2026.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

Signed by:
Heather Graham
3A85950B7BCA402...
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 TO BUY AND SELL REAL ESTATE

THIS CONTRACT ("**Agreement**") is made the 30th day of June 2026, between the City of Pueblo, a Colorado municipal corporation (hereinafter called the "**Seller**"), and Transportation Technology Center, Inc., a Delaware corporation (hereinafter called the "**Purchaser**").

1. Property Defined. The Seller agrees to sell and convey to the Purchaser, and the Purchaser agrees to purchase from the Seller, all that certain plat, piece, and improved parcel of land having the following legal description:

LOT 33, PUEBLO MEMORIAL AIRPORT INDUSTRIAL PARK SUBDIVISION, COUNTY OF PUEBLO, STATE OF COLORADO

also known by street and number as 350 Keeler Parkway, Pueblo, CO 81001.

(the "**Property**"). The Property shall be conveyed by Special Warrant Deed ("**Deed**") a form of which, marked as **Exhibit 1**, is attached hereto and incorporated herein by reference. The Property shall be conveyed subject to and subordinate to all easements, reservations, restrictions, covenants, limitations, rights-of-way and conditions of record and zoning and subdivision regulations and resolutions of the City of Pueblo and the Permitted Exceptions (as hereinafter defined), which shall be listed as exceptions in **Exhibit A** to the Bargain and Sale Deed, subject to satisfaction of the conditions listed in Paragraph 4 of this Agreement.

2. Purchase Price. Seller and Purchaser agree that the total purchase price shall be ten million seven hundred fifty thousand dollars (U.S. $10,750,000), to be paid as provided in, and subject to, Paragraph 3 below (the "Purchase Price").

3. Payment of Purchase Price. The Purchase Price for the Property shall be payable as follows:

(a) As agreed to in that certain Employment Agreement between Seller and Purchaser of even date herewith ("**Employment Agreement**"), at Closing (as hereinafter defined), Purchaser shall deliver to Seller a duly executed (i) Employment Agreement and (ii) Deed of Trust to the Property in the principal amount of ten million seven hundred fifty thousand dollars ($10,750,000)**.** The Employment Agreement and Deed of Trust are attached hereto as **Exhibit 2** and **Exhibit 3** respectively and are incorporated herein by this reference. Purchaser covenants with and warrants to the Seller that the Deed of Trust shall constitute a first priority lien or encumbrance and that there are and will be no senior liens or encumbrances against the Property. As agreed to in the Employment Agreement, during the ten (10) year period starting on the Employment Commitment Date (as defined in the Employment Agreement) and ending one hundred twenty (120) months thereafter (the "**Repayment Period**") the principal balance of the Deed of Trust will be decreased on a quarterly basis consistent with the Purchaser's compliance with its Employment Commitment as set forth in Section 4 of the Employment Agreement. The

format of the Deed of Trust shall be prepared by the Seller and shall require the consent of the Purchaser, which consent shall not be arbitrarily withheld, conditioned or delayed.

4. Real Property Taxes. General real property taxes and assessments for tax year 2026, if any, shall be the sole and absolute responsibility of the Purchaser and be paid at Closing by the Purchaser on the basis of the 2025 tax year.

5. Title Commitment and Policy. Within ten (10) days of the date hereof and, in any event, at least twenty (20) days prior to the Closing Date, Purchaser shall order and obtain, and deliver to Seller, at Buyer's expense, a current commitment for extended coverage title insurance in the amount of the Purchase Price, together with legible copies of all documents listed as exceptions therein, and a current certificate of taxes due with respect to the Property, from a title company selected by Seller, and reasonably acceptable to Seller, authorized to issue title insurance in the state of Colorado (the "**Title Company**"), on the current standard form of extended ALTA Owners Policy (collectively, the "**Title Commitment**"). The Title Company shall promptly provide copies of any amendments or modifications of the Title Commitment to Seller and Purchaser. Purchaser shall have the right to review the Title Commitment, the title documents and the survey and notify Seller in writing of any title objections to the title exceptions set forth in the Title Commitment and any objections to items shown on the survey. Seller shall have five (5) days from receipt of notice of such objections within which to eliminate or modify (or agree in writing to so eliminate or modify) any such unacceptable exceptions or items to the reasonable satisfaction of Purchaser, but Seller shall have no obligation whatsoever to so eliminate or modify any such unacceptable exceptions or items. In the event that Seller is unable or unwilling to eliminate or modify (or agree in writing to so eliminate or modify) such unacceptable items to the reasonable satisfaction of Purchaser on or before the expiration of said five (5) day period, Seller shall notify Purchaser in writing of such fact within said five (5) day period or be deemed to have so notified Purchaser with respect to all such unacceptable items not theretofore cured upon the fifth (5th) day of said period. In such event, Purchaser shall, prior to the Closing Date either (i) waive such objections and accept title to the Property subject to title exceptions set forth in the Title Commitment and items shown on the survey to which Purchaser did not object and to such unacceptable items (the "**Permitted Exceptions**"), or (ii) terminate this Agreement by written notice to Seller, whereupon this Agreement shall automatically be terminated and of no further force and effect, except as otherwise expressly set forth herein. At Closing or as soon as reasonably practicable after Closing, the Title Company shall issue and deliver to Purchaser the owner's title insurance policy referred to above (the "**Title Policy**"), issued by the Title Company insuring Purchaser's title to the Property consistent with the Title Commitment subject only to taxes and assessments for the year of Closing and subsequent years, and the Permitted Exceptions. At Closing, Purchaser shall pay the premium for the Title Policy. Purchaser may obtain such other endorsements to the Title Policy as Purchaser desires, at the expense of Purchaser, except for endorsements obtained at Seller's cost. Seller shall provide such affidavits or certificates, and pay such expenses, as may be required by the Title Company to remove all liens, including, without limitation, mechanics' or materialmen's liens, as exceptions to the Title Policy.

6. Closing Time and Place. Closing of the transaction contemplated hereby ("**Closing**") shall be held at the offices of Land Title, 503 N. Main St., Ste. 2, Pueblo, Colorado

81003 at a date and time as agreed by Seller and Purchaser. Each of the parties hereby authorizes Land Title to close this transaction and each agrees to be responsible for one-half (1/2) of the closing fee charged by Land Title.

7. Closing Costs. All other costs and expenses incident to this transaction and the Closing thereof shall be paid by the party incurring same.

8. Leases or other Contracts. Seller warrants that there are no leases, contracts or agreements applicable to or affecting the Property, entered into by Seller, and that to the best of Seller's actual knowledge there are no other leases, contracts or agreements entered into by any third party applicable to or affecting the Property, which are or will be in force and effect on the date of Closing.

9. Disclaimers. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, IT IS UNDERSTOOD AND AGREED THAT SELLER IS NOT MAKING AND HAS NOT AT ANY TIME MADE ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OR REPRESENTATIONS AS TO HABITABILITY, MERCHANTABILTY, FITNESS FOR A PARTICULAR PURPOSE, TITLE (OTHER THAN SELLER'S SPECIAL WARRANTY OF TITLE TO BE SET FORTH IN THE SPECIAL WARRANTY DEED), ZONING, TAX CONSEQUENCES, PHYSICAL OR ENVIRONMENTAL CONDITION (INCLUDING, BUT NOT LIMITED TO, HAZARDOUS MATERIALS CONTAMINATION), UTILITIES, OPERATING HISTORY OR PROJECTIONS, VALUATION, GOVERNMENTAL APPROVALS, THE COMPLIANCE OF THE PROPERTY WITH GOVERNMENTAL LAWS, OR ANY OTHER MATTER OR THING REGARDING THE PROPERTY. PURCHASER ACKNOWLEDGES AND AGREES THAT, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT AND THE SPECIAL WARRANTY OF TITLE TO BE SET FORTH IN THE SPECIAL WARRANTY DEED, UPON CLOSING SELLER SHALL SELL AND CONVEY TO PURCHASER AND PURCHASER SHALL ACCEPT THE PROPERTY "AS IS, WHERE IS, WITH ALL FAULTS." PURCHASER AND SELLER AGREE THAT THE PROVISIONS OF THIS PARAGRAPH 9 SHALL SURVIVE THE CLOSING OF THE TRANSACTION CONTEMPLATED BY THIS AGREEMENT AND THE RECORDING OF THE SPECIAL WARRANTY DEED HEREUNDER.

10. Seller and Purchaser agree that the provisions of this Agreement shall survive Closing and the recording of the Deed.

11. All understandings and agreements heretofore had between the parties hereto are merged into this Agreement and the Employment Agreement, which together fully and completely express their agreement, and this Agreement and the Employment Agreement are entered into after full investigation, neither party relying upon any statement or representation, not embodied in this Agreement or the Employment Agreement, made by the other.

12. This Agreement may not be changed or terminated orally.

13. The provisions in this Agreement are to apply to and bind, and inure to the benefit of, the heirs, executors, administrators, successors, and assigns of the respective parties.

14. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall nonetheless remain in full force and effect.

15. Applicable Law. THIS AGREEMENT SHALL IN ALL RESPECTS BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF COLORADO. SELLER AND PURCHASER HEREBY IRREVOCABLY SUBMIT TO THE JURISDICTION OF THE DISTRICT COURT, PUEBLO COUNTY, STATE OF COLORADO IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT AND HEREBY IRREVOCABLY AGREE THAT ALL CLAIMS IN RESPECT OF SUCH ACTION OR PROCEEDING SHALL BE HEARD AND DETERMINED IN THE DISTRICT COURT OF PUEBLO COUNTY, STATE OF COLORADO. PURCHASER AND SELLER AGREE THAT THE PROVISIONS OF THIS PARAGRAPH 15 SHALL SURVIVE THE CLOSING OF THE TRANSACTION CONTEMPLATED BY THIS AGREEMENT AND THE RECORDING OF THE SPECIAL WARRANTY DEED HEREUNDER. TO THE FULL EXTENT PERMITTED BY LAW, PURCHASER AND SELLER WAIVE THEIR RIGHTS TO A TRIAL BY JURY.

16. The provisions of this Agreement and of the documents to be executed and delivered at Closing are and will be for the benefit of Seller and Purchaser, and their respective heirs, executors, administrators, successors and assigns only and are not for the benefit of any third party, and accordingly, no third party shall have the right to enforce the provisions of this Agreement or of the documents to be executed and delivered at Closing.

17. The following schedules or exhibits attached hereto shall be deemed to be an integral part of this Agreement:

Exhibit 1 – Form of Special Warranty Deed
Exhibit 2 – Employment Agreement
Exhibit 3 – Form Deed of Trust

18. The section headings appearing in this Agreement are for convenience of reference only and are not intended, to any extent and for any purpose, to limit or define the text of any section or any subsection hereof.

19. The parties acknowledge that the parties and their counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any exhibits or amendments hereto.

20. The waiver or failure to enforce any provision of this Agreement shall not operate

as a waiver of any future breach of any such provision or any other provision hereof.

21. Neither party shall record this Agreement or any short form memorandum of this Agreement.

Executed at Pueblo, Colorado, the day and year first above written.

SELLER:

CITY OF PUEBLO, CO
A MUNICIPAL CORPORATION

ATTEST BY:

By: _____
Heather Graham, Mayor

_____
City Clerk

PURCHASER:

Transportation Technology Center, Inc.
a Delaware corporation

By: _____
Name: _____
Title: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of June, 2026 by _____ as_____of Transportation Technology Center, Inc., a Delaware corporation.

Witness my hand and official seal.

My commission expires: _____.

[S E A L]

_____
Notary Public

Exhibit 1 to
Contract to Buy and Sell Real Estate

SPECIAL WARRANTY DEED
(350 KEELER PARKWAY, PUEBLO, CO 81001)

THIS DEED, made, effective for all purposes on the ___ day of July, 2026 by and between the CITY OF PUEBLO, a Colorado municipal corporation, Grantor, for and in consideration of the sum of TEN DOLLARS ($10.00) in hand paid by, the, Grantee, hereby sells and conveys to, Transportation Technology Center, Inc., a Delaware corporation, Grantee, whose address is 350 Keeler Parkway, Pueblo, CO 81001, the following real property situate in the County of Pueblo, State of Colorado, to-wit:

Lot 33, Pueblo Memorial Airport Industrial Park
Subdivision, County of Pueblo, State of Colorado

more commonly known by street and number as: 350 Keeler Pkwy., Pueblo, CO 81001.

TOGETHER with all and singular the hereditaments and appurtenances thereto, belonging, or in any otherwise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all of the estate, right, title, interest, claim, and demand whatsoever of the Grantor, either in law or in equity, of, in, and to the above bargained premises with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises above bargained and described with the appurtenances, unto the Grantee, its successors and assigns forever. Grantor for itself and its successors and/or assigns do covenant and agree that it shall and will warrant and forever defend the above bargained premises in the quiet and peaceful possession of the Grantee, its successors and assigns, against all and every person or persons claiming the whole or any part thereof, by, through or under the Grantor. The singular number shall include the plural and the plural the singular and the use of any gender shall be applicable to all genders. Said warranty is subject to rights-of-way, easements, covenants, plats, agreements and other restrictions of record as of the date of this Deed and any other exceptions or exclusions or rights of third parties not shown by the public records of which Grantee has actual knowledge, and to the inclusions of the property within any special taxing district.

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

CITY OF PUEBLO, a Colorado municipal corporation

_____
Heather Graham
Mayor

STATE OF COLORADO)
) ss
COUNTY OF PUEBLO)

Subscribed and sworn to before me this _____ day of July, 2026 by Heather Graham, Mayor of the City of Pueblo, a Colorado municipal corporation.

Witness my hand and official seal.
My commission expires: _____

_____
Notary Public

Exhibit 2
to
Contract to Buy and Sell Real Estate

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into this 22nd day of June, 2026 by and between the City of Pueblo, a Colorado municipal corporation (the "City") and Transportation Technology Center, Inc. dba MxV Rail, a Delaware corporation (the "Company"). The Company and the City are referred to collectively in this Agreement as the "Parties" and individually, without differentiation, each as a "Party."

WHEREAS, the Company has established a transportation technology center and business administration office at the City's Airport Industrial Park pursuant to an Employment Agreement dated May 10, 2021 ("2021 Employment Agreement");

WHEREAS, as part of the 2021 Employment Agreement the Company leased the real property located at 350 Keeler Parkway located within the City's Airport Industrial Park the Company and has met all the requirements of the 2021 Employment Agreement;

WHEREAS, in addition to meeting all the requirements of the 2021 Employment Agreement, the Company invested approximately $7,000,000 of its own funds into improvements to the property at 350 Keeler Parkway;

WHEREAS, the Company desires to maintain and expand its transportations technology center and business administration office at 350 Keeler Parkway;

WHEREAS, the Company brings 1500 to 2000 people to the community every year for emergency response training who indirectly benefit the community and through indirect revenues;

WHEREAS, the Company has made application for additional economic incentives from the City; and

WHEREAS, the Mayor and City Council has approved such application and will make incentives available to Company subject to and upon the terms and conditions of this Agreement; and

WHEREAS, the City has determined that Company's Business will retain and create primary jobs and will not materially and substantially compete with any existing activity or business within the City; and

WHEREAS, in connection with its application, City recognizes (i) the prior investment of approximately Seven Million Dollars ($7,000,000) in fixed assets in the transportation technology

center and business administration offices and (ii) the employment described in Section 4 of this Agreement.

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

1. The following terms as used in this Agreement shall have the following meanings unless the context clearly indicates otherwise:

"Property Contract" means the Contract to Buy and Sell Real Estate dated June 30, 2026 and relating to the Property commonly known as 350 Keeler Parkway, Pueblo, CO 81001.

"Employment Commitment Date" means July 1, 2026.

"Facility" means the current building and real property located at the Pueblo Memorial Airport Industrial Park, having a street address of 350 Keeler Parkway, Pueblo, Colorado, 81001, wherein Company will conduct its business operations.

"Full-Time Employee" means a person, based out of the Facility, who performs work for the Company for not less than thirty-five (35) hours per week at an average annual salary of not less than $92,000 per year plus benefits, employed by the Company or new employees hired as a result of recruiting.

"Per Employee Payment" means an amount equal to (a) the Total Funds Advanced *divided by* 200 (i.e. the Full Time Employees subject to the Employment Commitment), *divided by* (b) 40 (i.e. the number of Quarters in the Repayment Period).

"Property" means the real property in Pueblo County, Colorado having the following legal description:

LOT 33, PUEBLO MEMORIAL AIRPORT INDUSTRIAL PARK
SUBDIVISION, COUNTY OF PUEBLO, STATE OF COLORADO

also known by street and number as 350 Keeler Parkway, Pueblo, CO 81001.

"Quarter" means three consecutive calendar months commencing January 1, April 1, July 1 and October 1 of each calendar year.

"Quarterly Employees" means the sum of the aggregate number of Full -Time Employees on each business day of a Quarter, divided by the number of business days in such Quarter.

"Repayment Reduction" means for each Quarter an amount equal to the Total Funds

Advanced *divided by* 40 (i.e. the number of Quarters in the Repayment Period). For example, if the Total Funds Advanced equals $1,462,000, the Repayment Reduction would be $1,462,000.00 ÷ 40 = $36,550.00

2. In consideration for this Agreement, the City shall transfer the Property to Company pursuant to the Property Contract dated June 30, 2026. The Property is currently valued at $10,750,000 pursuant to an appraisal dated June 2026. For the purposes of this Agreement, the "Total Funds Advanced" or "City Funds" shall be equal to the value of the Property as determined by the appraisal dated June 2026. The Total Funds Advanced shall be a debt owed to the City secured by a Deed of Trust to the Property. If Company is not in default under this Agreement, City will reduce to or for the benefit of Company the total Funds Advanced on a quarterly basis (each such reduction, a "Funds Reduction" and all such cumulative reductions the "Total Funds Reductions"), subject to and contingent upon the following conditions and covenants which Company agrees to perform and comply with:

(a) Company shall comply with all terms and conditions of the Property Contract. So long as Company has complied with all terms and conditions of this Agreement and the Property Contract, the "closing" of the sale of the Facility by City to Company shall take place within thirty (30) days of approval of this Employment Agreement and the Property Contract.

(b) Within fourteen (14) days of the date of this Agreement, Company shall file in the office of the City Clerk copies of the following:

(i) Company's certificate or other evidence of authority to transact business in the State of Colorado issued by the Colorado Secretary of State,
(ii) certified copies of the resolutions of the governing board of Company approving this Agreement and the Property Contract and authorizing its officers to execute and deliver said documents in the name of Company, and
(iii) this Agreement and the Property Contract executed by authorized officers of Company.

The date of the last to occur of the filings required under (i), (ii) and (iii) of this Section 2(b) shall be referred to herein as the "Closing." If Closing does not occur on or before July 30, 2026, or such later date as Company and City shall mutually agree, City, at its sole option, may terminate this Agreement and City and Company shall thereafter be released and discharged from all obligations hereunder.

(c) Upon reasonable prior notice and during normal business hours, Company shall permit representatives of the City of Pueblo Finance Department access to and the right to examine Company's books, records, accounts, personnel, and other sources of information as may be relevant to determine whether Company is complying with the Agreement in accordance with

the Agreement, Pueblo Municipal Code and all applicable laws.

3. Company acknowledges and agrees that the primary purpose of City in entering into this Agreement and the sole benefit to the City for making City Funds available to Company hereunder is the creation of jobs. Therefore, Company represents, covenants, and agrees that it will after the date of this Agreement continuously conduct its business operations and employ Full - Time Employees at the Facility as follows:

(a) During the period from the date of this Agreement to the Employment Commitment Date, Company shall use its commercially reasonable efforts in good faith to employ residents of Pueblo County as Full-Time Employees, as reasonably justified by its business operations, including without limitation, engaging in reasonable programs and posting of employment openings in the City; and

(b) On and after the Employment Commitment Date, Company shall employ not less than Two Hundred (200) Full-Time Employees at the Facility (the "Employment Commitment"), with an average annual salary of Ninety-two Thousand dollars $92,000 plus benefits; and

(c) To the extent reasonably possible, engage engineers, architects, contractors and suppliers whose principal places of business are located in Pueblo County, Colorado, in all construction work for or related to the Facility.

4. Notwithstanding anything contained in this Agreement to the contrary, if Company shall for any reason default in its Employment Commitment set forth in Paragraph 3, Company shall repay to City a pro-rata share of the Total Funds Advanced by City under Paragraph 2 hereof based upon the number of Full-Time Employees employed by Company at the Facility (the "Repayment Obligation"), as follows:

(a) During the ten (10) year period starting on the Employment Commitment Date and ending one hundred twenty (120) months thereafter (the "Repayment Period"), Company shall pay to City an amount each Quarter equal to the Quarterly Employees less than Two Hundred (200) Full -Time Employees based at the Facility by Company multiplied by the Per Employee Payment (the "Company's Quarterly Payments"). For example, if for the second Quarter of the third year after the Employment Commitment Date the Total Funds Advanced equals $1,462,000 and such Quarterly Employees is 100, the amount payable by Company to City on or before the fifteenth (15th) day of the next calendar month would be (200 - 100) x $182.75 = $18,275.00.

(b) Company's Quarterly Payments, if any, shall be paid to the City without notice, demand, deduction or setoff on or before the fifteenth (15th) day of the month after the end of each Quarter during the Repayment Period and for one month thereafter at the office of the Director of Finance of City, 101 W. Riverwalk Place, 3rd Floor, Pueblo, Colorado, 81003, or such other person or location as the City may designate. All past due Company's Quarterly Payments

shall bear interest at the rate of eight percent (8%) per annum ("Default Rate") until paid.

(c) Within fifteen (15) days after the end of each Quarter after the Employment Commitment Date and for one calendar month after the Repayment Period, Company will submit to City's Director of Finance Company's statements showing the Quarterly Employees and their aggregate salaries for the preceding Quarter and the basis upon which Quarterly Employees and Company's Quarterly Payment, if any, were computed, certified by an officer of the Company to be true and correct. For purposes of verifying such employment, City shall have access to Company's records relating to Company's employees employed by the Company. City shall treat such information as confidential and shall not disclose (except pursuant to a subpoena or court order) such information to any party other than those City employees who have a need to know such information. In the event that (i) City receives a subpoena or court order the City determines requires disclosure of Company's employment records, or (ii) City otherwise determines that City is legally required to disclose such employment records, City agrees to provide Company with prompt written notice of any such requirement such that the Company may seek, at its expense, a protective order or other appropriate remedy.

(d) Subject to the provisions of Paragraph 6, if Company defaults in the performance of its Repayment Obligation and such default is not cured within sixty (60) days after written notice specifying the default is given by City to Company, then in such event, City may declare the Repayment Obligation due and owing together with interest thereon from the date of default at the Default Rate, and for such purpose, the entire balance of Company's Repayment Obligation shall be the amount calculated pursuant to Paragraph 4(a). Company's Repayment Obligation is absolute and unconditional and shall not be abated, reduced, diminished, modified, withheld, or otherwise offset for any cause or reason whatsoever.

(e) Except as otherwise provided in Paragraphs 7 and 13 hereof, City's damages for breach of Company's Employment Commitment or Repayment Obligation shall not exceed Total Funds Advanced plus interest and costs of collection including reasonable attorneys' fees, provided, however, that the Total Funds Advanced shall be reduced by the Repayment Reduction for each Quarter Company meets its Repayment Obligation during the Repayment Period by either (i) employing two hundred (200) Quarterly Employees based at the Facility, or (ii) paying Company's Quarterly Payments as provided in Paragraph 4(a) above for such Quarter.

5. All City Funds advanced to Company by City under this Agreement shall be deemed to be a debt of Company payable to City until Company performs and discharges its obligations hereunder including its Repayment Obligation contained in Paragraph 4. The Company's performance under this Agreement including its Repayment Obligation contained in Paragraph 4 shall be secured by a Deed of Trust encumbering the Facility and Property. Company covenants with and warrants to the City that the Deed of Trust shall constitute a first priority lien or encumbrance and that there are and will be no senior liens or encumbrances against the Facility and Property. The form and content of the Deed of Trust shall be subject to the prior reasonable approval of counsel for the City and the Company.

6. (a) Prior to instituting any proceeding to enforce Company's Repayment Obligation under Paragraph 4, City shall notify Company in writing of its intention to institute such proceedings. Company may request relief from its Repayment Obligation by delivering to City within thirty (30) days after date of City's notice, Company's written request for relief specifying the grounds upon which such relief is sought together with documents supporting said grounds. Within ninety (90) days after receipt of Company's request, City will schedule a meeting with the City Council at which Company must appear. City will notify Company of the time and place of the meeting at least ten (10) days before the meeting. Failure of Company to timely deliver its complete written request for relief or to appear at the scheduled meeting with the City Council shall entitle City to immediately institute proceedings to enforce Company's Repayment Obligation.

(b) City Council may or may not, in its sole and absolute discretion, relieve Company, in whole or in part, from Company's Repayment Obligation. Any action taken by the City Council relating to a request for relief shall be final and binding on Company, and shall not be subject to judicial review. Any such action by City Council is, and shall constitute, a legislative measure. Nothing contained in this Paragraph 6 shall grant or be construed to grant to Company any right or claim to relief from its Repayment Obligation or a hearing with respect thereto.

(c) No delay by the City in scheduling a meeting, or failure by City to exercise its right to enforce this Agreement, including Company's Repayment Obligation, and no partial or single exercise of that right, shall constitute a waiver of that right.

7. In the event of any litigation arising under this Agreement, the court shall award to, and the prevailing party shall recover its costs together with all internal and out-of-pocket expenses of any kind relating to the litigation including, but not limited to, reasonable attorney fees. Exclusive venue for any such litigation shall be in Pueblo County, Colorado. All such litigation shall be filed in the District Court, County of Pueblo, State of Colorado and each party hereby submits to the jurisdiction of such District Court. To the full extent allowed by law, each party waives its right to a jury trial.

8. This Agreement expresses the entire understanding of the parties and supersedes and abrogates any and all prior dealings and commitments, whether oral or written, with respect to the subject matter of this Agreement and may not be amended or modified except in writing signed by City and Company. Any waiver of any provision of this Agreement must be in writing and signed by the party whose rights are being waived. No waiver of any breach of any provision hereof shall be or be deemed to be a waiver of any preceding or subsequent breach of the same or any other provision of this Agreement. The failure of either party to enforce or seek enforcement of the terms of this Agreement following any breach shall not be construed as a waiver of such breach.

9. 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.

10. Any notices hereunder shall be sufficiently given if given in writing personally or mailed by first class, registered, or certified mail, postage prepaid, addressed:

(a) if to City, Mayor, City of Pueblo, 1 City Hall Place, 2nd Floor, Pueblo, Colorado, 81003, with copy to City Attorney, 101 W. Riverwalk Place, 4th Floor, Pueblo, Colorado, 81003, or

(b) if to the Company, Attn: Tammy Bregar, 350 Keeler Parkway, Pueblo, Colorado, 81001.

or to such other person or address as either party shall specify in written notice given to the other party pursuant to the provisions of this Paragraph 10. Notice shall be effective (i) upon receipt if delivered personally, or (ii) three (3) business days after deposit in the mails, if mailed.

11. 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 Company may not assign this Agreement or any interest herein without the express written consent of the City, which may be granted or denied at its sole and absolute discretion. Any assignment or attempted assignment of this Agreement by Company without such consent shall be null and void. No assignment of this Agreement or any interest herein by Company shall release or discharge Company from any of its obligations under this Agreement unless otherwise agreed by City at the time consent to assignment is given.

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

13. Company represents and warrants that no person, entity, or organization has been employed or retained or will receive or be paid, directly or indirectly, any commission, percentage, contingent fee or any other remuneration payment or receipt of which is contingent upon approval of this Agreement by City or City's advancement of City Funds to Company hereunder. For breach or violation of this warranty, City shall have the right to terminate this Agreement, or recover the full amount of such commission, percentage, contingent fee or other remuneration, or to seek such other remedies legally available to City, which remedies shall be cumulative.

14. In no event shall City, its officers, agents or employees be liable to Company for damages, including without limitation, compensatory, punitive, indirect, special or consequential damages, resulting from or arising out of or related to this Agreement or the performance or breach thereof by City or the failure or delay of City in the performance of any covenant or provision under this Agreement on its part to be performed. In consideration of City entering into this Agreement, Company hereby waives and discharges City, its officers, agents and employees from all claims for any and all such damages. No breach, default, delay or failure of City under this Agreement shall

be or be construed to be a waiver, discharge or release of Company's Repayment Obligation under Paragraph 4 hereof with respect to the amount of City Funds actually advanced or paid by City to or for the benefit of Company pursuant to Paragraph 2 hereof.

15. In no event shall either Party, their respective officers, agents, or employees be liable to the other for punitive damages resulting from or arising out of the breach of this Agreement or the failure or delay in the performance of any covenant or provision under this Agreement.

16. 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.

17. Neither party shall be, or hold itself out as, agent of the other or as partners or joint venturers under this Agreement.

18. 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.

19. The provisions of this Agreement are for the exclusive benefit of the parties hereto and their successors and permitted assigns, and no third party shall be a beneficiary, or have any rights by virtue of, this Agreement.

20. This Agreement may be executed in any number of counterparts, and each such counterpart shall be deemed for all purposes to be an original, and all such counterparts shall together constitute but one and the same original.

[INTENTIONAL LEFT BLANK – SIGNATURE PAGE FOLLOWS]

City of Pueblo, Colorado

a Colorado Municipal Corporation

[S E A L]

Attest:_____ By_____
City Clerk Heather Graham, Mayor

Transportation Technology Center, Inc.
a Delaware corporation

By: _____
Name: _____
Title: _____

STATE OF COLORADO)
) ss.
COUNTY OF PUEBLO)

The foregoing instrument was acknowledged before me this ____ day of June, 2026 by _____ as_____of Transportation Technology Center, Inc., a Delaware corporation.

Witness my hand and official seal.

My commission expires: _____.

[S E A L]

_____
Notary Public

Exhibit 3
to
Contract to Buy and Sell Real Estate

DEED OF TRUST

THIS INDENTURE (the "Deed of Trust") is made this ____ day of July, 2026, by and between Transportation Technology Center, Inc., a Delaware corporation, whose address is 350 Keeler Parkway, Pueblo, Colorado 81001 (hereinafter referred to as "Borrower") and the Public Trustee of Pueblo County, State of Colorado (hereinafter referred to as "Trustee").

W I T N E S S E T H:

WHEREAS, Borrower has executed an Employment Agreement with the City of Pueblo, a Colorado municipal corporation (“Lender”) dated June 22, 2026 (the “Employment Agreement”) whereby Company agreed to pay to Lender, as a repayment obligation, if Borrower fails to meet its employment commitment, a principal sum in an amount not to exceed ten million seven hundred fifty thousand dollars and no/cents ($10,750,000) (“Repayment Obligation”); and

WHEREAS, Borrower desires to secure the prompt payment of the aforesaid Repayment Obligation;

NOW, THEREFORE, in consideration of ten million seven hundred fifty thousand dollars and no/cents ($10,750,000) and other good and valuable consideration and for the purpose aforesaid, Borrower hereby grants, bargains, sells and conveys unto Trustee in trust forever the real property located in the City of Pueblo, Pueblo County, Colorado, described in Exhibit A attached hereto and incorporated by reference herein, and all of Borrower's right, title and interest therein.

This Deed of Trust includes, and Borrower hereby grants, bargains, sells and conveys unto Trustee in trust forever, all buildings, structures and improvements now or hereafter placed thereon, all fixtures now or hereafter attached thereto and all the rights (including water rights), permits, hereditaments and appurtenances thereto belonging or in any way appertaining, together with any after acquired property interest in the above described property and real estate which Borrower may at any time hereafter have or acquire, and also all of the rents, issues, uses, profits and income of the above described real estate and mortgaged property from now until the Repayment Obligation secured hereby is paid in full or Borrower has completed its employment commitment. All the above-described property is herein referred to as the "Mortgaged Property".

Trustee shall have and hold the Mortgaged Property, together with all the privileges and appurtenances thereunto belonging: In trust nevertheless, in case of default by Borrower hereunder, then upon notice and demand in writing filed with the Trustee as provided by law, it shall and may be lawful for Trustee to foreclose this Deed of Trust, and to sell and dispose of the

Mortgaged Property (or any part thereof as may be designated in the notice of such sale) and all the right, title and interest of Borrower therein, in the manner as may then be provided by law, and to issue, execute and deliver his certificate of purchase, trustee's deed or certificate of redemption all as then may be provided by law. Trustee shall, out of the proceeds or avails of such sale, after first paying and retaining all fees, charges, the costs of making said sale and advertising the Mortgaged Property, and attorney's fees as herein provided, pay to Lender the amount of such indebtedness, and all moneys advanced by Lender for any purpose authorized herein or by law, with interest thereon at the Applicable Interest Rate as set forth in Section 4(b) of the Employment Agreement, rendering the over plus, if any, as provided by applicable law. The sale or sales and said deed or deeds so made shall be a perpetual bar, both in law and equity, against Borrower and all other persons claiming the Mortgaged Property or any part thereof by, from, through or under Borrower. The legal holder of the indebtedness may purchase the Mortgaged Property or any part thereof and it shall not be obligatory upon the purchaser or purchasers at any such sale to see to the application of the purchase money. If a release deed is required, Borrower hereby agrees to pay all the expenses thereof.

Borrower hereby warrants title to the Mortgaged Property, subject only to taxes not yet due and payable and to those matters specified in Exhibit B attached hereto and incorporated herein by reference.

Borrower hereby further covenants, acknowledges and agrees to perform the Repayment Obligation set forth in Section 4 of the Employment Agreement.

Borrower agrees to and shall promptly pay all costs, charges and expenses incurred by Lender, including reasonable attorneys' fees arising out of or in connection with any action, proceeding or hearing, in any way affecting or relating to the Mortgaged Property or the above-described Employment Agreement with Lender.

Upon the occurrence of default in the timely performance of Borrower’s Repayment Obligations under the Employment Agreement with Lender, the whole of the indebtedness secured hereby and the interest thereon may at once, at the option of Lender, be declared immediately due and payable, and the Mortgaged Property may be sold in the manner and with the same effect as if the indebtedness had matured and remained unpaid after maturity. If foreclosure is made by Trustee, a reasonable attorney's fee for services in the supervision of such foreclosure proceedings shall be allowed and added by Trustee as a part of the cost of foreclosure. If foreclosure be by action in court, reasonable attorneys' fees shall be taxed by the court as part of the cost of such foreclosure proceedings. All such reasonable attorneys' fees as well as the costs, charges and expenses, shall be and become a part of the indebtedness secured hereby.

If the Mortgaged Property, or any part thereof, is sold (whether by land contract or otherwise), conveyed or transferred, the entire indebtedness secured hereby shall become immediately due and payable, at Lender's option, unless written consent for such sale, conveyance or transfer has been obtained from Lender.

Time is of the essence hereof.

This Deed of Trust shall be interpreted, construed and enforced according to the laws of the State of Colorado.

IN WITNESS WHEREOF, Borrower executed this Deed of Trust on the day and year first appearing above.

BORROWER:

Transportation Technology Center, Inc.
a Delaware corporation

By: _____
Name: _____
Title: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of July, 2026 by _____ as_____of Transportation Technology Center, Inc., a Delaware corporation.

Witness my hand and official seal.

My commission expires: _____.

[S E A L]

_____
Notary Public

EXHIBIT A

Legal Description

LOT 33, PUEBLO MEMORIAL AIRPORT INDUSTRIAL PARK SUBDIVISION, COUNTY OF PUEBLO, STATE OF COLORADO

also known by street and number as 350 Keeler Parkway, Pueblo, CO 81001.

EXHIBIT B

Prior Encumbrances

None.