

APPENDIX E

Section 106 Programmatic Agreement

**PROGRAMMATIC AGREEMENT AMONG
THE FEDERAL HIGHWAY ADMINISTRATION,
THE COLORADO STATE HISTORIC PRESERVATION OFFICER,
AND THE COLORADO DEPARTMENT OF TRANSPORTATION
REGARDING
COMPLIANCE WITH SECTION 106 OF THE NATIONAL HISTORIC
PRESERVATION ACT, AS IT PERTAINS TO
CDOT PROJECT IM 0251-156
INTERSTATE 25 IMPROVEMENTS THROUGH PUEBLO,
PUEBLO COUNTY, COLORADO**

WHEREAS, the Federal Highway Administration (FHWA), in cooperation with the Colorado Department of Transportation (CDOT), has determined that improvements to Interstate 25 (I-25) through Pueblo, Colorado are needed in order to improve safety and local and regional mobility to meet existing and future travel demands as described in the Final Environmental Impact Statement (FEIS) and Section 4(f) Evaluation for I-25 Improvements through Pueblo; and

WHEREAS, the Advisory Council on Historic Preservation (Council), which issues regulations to implement Section 106 and provides comments to agency officials on undertakings and programs that affect historic properties, has indicated in correspondence dated January 18, 2012 that it does not plan to participate in the development of this agreement; and

WHEREAS, FHWA has consulted with Colorado Preservation Incorporated, the Denver Field Office of the National Trust for Historic Preservation, the City of Pueblo Historic Preservation Commission, the Steelworks Museum/Bessemer Historical Society, and Evraz Rocky Mountain Steel (Consulting Parties) and these parties have been invited to concur with this Agreement, and;

WHEREAS, FHWA has consulted with the State Historic Preservation Officer (SHPO) and Consulting Parties in the identification of historic properties and the analysis of effects to historic properties based on the two alternatives identified in the Draft Environmental Impact Statement and Section 4(f) Evaluation for I-25 Improvements through Pueblo; and

WHEREAS, FHWA and CDOT solicited six Native American tribes with an established interest in Pueblo County, Colorado to participate in the project as consulting tribal governments under the Section 106 regulations, but none of the tribes elected to become involved; and

WHEREAS, CDOT is authorized under a separate Programmatic Agreement among the Council, FHWA Colorado Division, and SHPO regarding Compliance with Section 106 of the National Historic Preservation Act (May 6, 2010), to carry out the Section 106 process (36 CFR 800) on behalf of FHWA; and

WHEREAS, the Preferred Alternative improvements as analyzed in the FEIS will be constructed in multiple undertakings as part of a phased schedule over an indeterminate period of time; and

WHEREAS, pursuant to 36 CFR 800.4(b)(2) and 36 CFR 800.14(b)(3), FHWA and CDOT have consulted with the Colorado SHPO and the Consulting Parties to develop this Programmatic Agreement (Agreement) in order to establish an efficient and effective program alternative for taking into account the effects of future phases of the undertaking on historic properties in the project corridor, and for affording the Council a reasonable opportunity to comment on the phased undertakings covered by this Agreement; and

WHEREAS, FHWA and CDOT have determined that because Preferred Alternative improvements will be constructed in phases, the Section 106 process, including modifications to the Area of Potential Effects (APE), identification of historic properties, evaluation of effects to historic properties, and consultation regarding measures to avoid, minimize, or mitigate adverse effects shall be re-evaluated as part of the planning and prior to the authorization of plans for construction that is part of this phased schedule; and

WHEREAS, FHWA has invited CDOT to sign this Agreement as an invited signatory;

NOW THEREFORE, FHWA, SHPO and CDOT agree, and the Consulting Parties concur, that the phases of the undertaking shall be administered in accordance with the following principles and stipulations to satisfy FHWA's Section 106 responsibilities for these undertakings.

PRINCIPLES

FHWA and CDOT shall adhere to the following principles in complying with Section 106 of the National Historic Preservation (NRHP) Act for the undertaking:

1. Consistent with 36 CFR 800.5(a)(1), FHWA and CDOT shall take into account direct, indirect, and cumulative effects on historic properties and shall consider measures to improve existing and forecasted conditions affecting historic properties.
2. FHWA and CDOT shall seek, discuss, and consider the views of the Consulting Parties, and where feasible, shall seek agreements with them (36 CFR 800.16(f)) when making decisions under the stipulations of this Agreement.
3. The Preferred Alternative for I-25 Improvements through Pueblo will have adverse effects to historic properties within the APE. These adverse effects must be resolved under 36 CFR 800.6 in consultation with SHPO and the Consulting Parties. This Agreement seeks to develop resolution of adverse effects and to commit to a mitigation plan that will have demonstrable historic preservation benefits to the citizens of Pueblo, Colorado. The mitigation plan will be developed in consultation with SHPO and the Consulting Parties and will resolve adverse effects to all historic property types within the APE, including but not limited to historic archaeological sites, linear resources, residential properties, commercial properties, historic parks, and historic neighborhood districts for the entire corridor.
4. As a matter of public policy, reasonableness of cost must be considered when selecting measures to avoid, minimize, or mitigate adverse effects to historic properties, but cost should not be the only determining factor in mitigation decisions. FHWA policy is that the proposed mitigation measures must represent "a reasonable public expenditure" after considering the impacts of the action and the benefits of the proposed mitigation measures.

STIPULATIONS

FHWA, in consultation with CDOT, shall ensure that the following measures are carried out:

I. Section 106 Consultation Process

- a. Delegation of consultation authority:
 - i. FHWA authorizes CDOT, per Stipulation II(A) of the Section 106 Programmatic Agreement (May 6, 2010), to initiate, facilitate, and in most cases, conclude consultation with the SHPO and consulting parties for purposes of compliance with Section 106 of the NHPA. FHWA remains responsible for all Section 106 determinations.
- b. Re-evaluation Process:
 - i. CDOT shall ensure that the work described in this section is conducted by personnel that meet the Secretary of the Interior's Professional Standards, as required in 36 CFR 800.2(a)(1).

- ii. Re-evaluation shall be required at the initiation of each construction project. Re-evaluation consists of revisiting the project area to determine whether new or existing historic properties require new determinations of eligibility and shall also consist of re-evaluating determinations of effect to NRHP-eligible or listed properties if eligibility or impacts are different from what was described in the FEIS and concurred with by the SHPO.

1. APE Modifications

- a. The APE was developed in consultation with the Consulting Parties and SHPO. A map of the APE is attached herewith as **Attachment A**.
- b. Should modifications to the APE be necessary, CDOT shall notify FHWA, SHPO and the Consulting Parties. The notification can be in an electronic format and can include a meeting request for consultation to review the APE modifications.

2. Re-Evaluation of Eligibility

- a. Re-evaluations of NRHP eligibility for previously recorded historic properties in the project APE shall be conducted after ten years has passed from the date of the initial recording.
- b. The passage of time, changing perceptions of significance, changes in the design of the Preferred Alternative or incomplete prior evaluations may require the agencies to re-evaluate properties that were previously determined not eligible; presumed eligible due to inadequate documentation; or newly discovered properties in the APE.
- c. Consultation shall include evaluation of newly discovered historic properties eligible for nomination to the NRHP, and a re-evaluation of known properties to determine their status and whether they retain eligibility.
- d. Properties shall be documented using the suite of Colorado Cultural Resource Survey forms developed by the Office of Archaeology and Historic Preservation (OAHP) and following the standards in the OAHP Colorado Cultural Resource Survey Manual.
- e. If an unusual discovery or a large number of historic properties are identified during consultation, CDOT/FHWA shall consult with SHPO to determine if an extended review period is necessary.
- f. If CDOT and SHPO are unable to reach a consensus about the eligibility of a property, FHWA shall seek a determination of eligibility from the Keeper of the National Register of Historic Places, as provided in 36 CFR 800.4(c)(2).

- 3. Re-Evaluation of Effects:** When project plans have been developed for individual phases of the undertaking, or in light of new information, CDOT shall re-evaluate effects to known historic properties and shall provide effects determinations for newly-evaluated historic properties within the project APE that are eligible to the NRHP.

- 4. Resolution of adverse effects:** CDOT shall apply the criteria of adverse effect per 36 CFR Part 800.5 to any new or additional impacts that were not addressed in the FEIS. Should adverse effects occur to these properties, FHWA and CDOT shall consult with SHPO and the Consulting Parties to resolve adverse effects per 36 CFR 800.6, including notifying the Council. Individual Memoranda of Agreement shall not be executed for new adverse effects; rather, this Agreement will be used in lieu of a standard MOA and all resolutions of adverse effects discovered after the ROD shall be amended to this Agreement.

II. Mitigation

CDOT is committed to funding a mitigation plan that will address adverse effects to historic properties identified for the Preferred Alternative in the FEIS. Based on the principles of this agreement, reasonableness of cost shall be taken into account with regard to the selected mitigation option. A specific mitigation plan has not yet been identified; however, CDOT, SHPO, and the Consulting Parties identified specific categories of mitigation for further consultation and investigation, including resource re-location, interpretive mitigation, and archival documentation as outlined below. CDOT will also consider partnering opportunities with other groups and agencies to participate in funding and implementation of the mitigation plan, particularly in instances where resource relocation is concerned. The selected mitigation will resolve adverse effects to historic properties documented in the Section 106 consultation effort for this undertaking and as identified in the FEIS. When possible, CDOT shall explore options to avoid or minimize adverse effects to historic properties.

i. Steel Mill Stack and Stove Relocation

1. CDOT shall investigate options to relocate the stack and stoves from the former Colorado Fuel & Iron Steel Mill site to a new location that meets the mitigation goals identified in consultation with SHPO and the Consulting Parties, and as outlined in **Attachment B**. As part of this effort, CDOT shall also investigate the reasonableness and feasibility of physically moving the stack and stoves, and the availability of potential contractors who specialize in the relocation of historic industrial resources.
2. Because the time frame for funding and construction of the Preferred Alternative identified in the FEIS at the Steel Mill location is unknown and may extend decades into the future, CDOT shall work with SHPO and the Consulting Parties to facilitate a preservation easement or another type of agreement to ensure that the stack and stoves shall be preserved in place or in an interim location until funding for this phase of construction has been identified and a permanent location for the stack and stoves has been selected.
3. CDOT shall work with SHPO and the Consulting Parties to identify a potential future owner(s) who will agree to the terms of a preservation easement or agreement that ensures that the integrity and context of the stack and stoves is preserved and maintained.
4. CDOT shall investigate opportunities for partnering with other organizations and agencies in the implementation and funding of the stack and stove relocation.
5. Any documentation developed in association with the relocation of these resources, including but not limited to concept plans, relocation and construction/rehabilitation plans, preservation easements or other agreements, shall be submitted to SHPO and the Consulting Parties for review and comment. These parties shall have 30 days to review the materials.
6. In the event the relocation of the stack and stoves is not feasible, these resources shall be demolished as part of the construction of the Preferred Alternative in this section of the I-25 corridor and CDOT shall consider other historic properties mitigation options in consultation with SHPO and the Consulting Parties.

ii. Creative/Interpretive Mitigation

1. CDOT shall investigate a creative and interpretive mitigation plan identified in consultation with the SHPO and Consulting Parties. This plan will be based on mitigation concepts identified in a series of meetings involving FHWA, CDOT, SHPO, and the Consulting Parties starting in 2011. During these meetings, the parties developed and ranked a list of mitigation ideas that focused on historic properties of special significance to the history and identity of Pueblo, including the former Colorado Fuel & Iron Steel Mill property (now Evraz Rocky Mountain Steel) and Mineral Palace Park. A

matrix of the mitigation options identified at these meetings is included as **Attachment C**.

2. Other creative mitigation options that arise as the project progresses that further the education or understanding of the importance of Pueblo's history shall also be considered.
3. CDOT shall submit the mitigation plan to SHPO and the Consulting Parties for review and comment. These parties will have 30 days to review the materials.

iii. Archival Documentation

1. CDOT shall ensure that any properties that will be demolished or otherwise adversely affected that are identified as part of the re-evaluation process for future undertakings outlined in Stipulation I(b) above, are documented in accordance with the standards required for Level I documentation found in OAHF form #1595, *Historical Resource Documentation: Standards for Level I, II, III Documentation*. Completion of this documentation will serve as mitigation for adverse effects to properties in the APE that were not documented in the Section 106 effort outlined in the FEIS. CDOT shall submit these materials for SHPO review and shall provide final copies of this documentation to the SHPO and the Pueblo Historic Preservation Commission.
2. CDOT shall ensure that the former Colorado Fuel & Iron Steel Mill property is documented in accordance with the standards required for Level II documentation found in OAHF form #1595. CDOT will submit the materials for SHPO review and shall provide final copies of this documentation to the SHPO, the Steelworks Museum/Bessemer Historical Society, and the Pueblo Historic Preservation Commission.
3. CDOT shall ensure that all documentation activities will be performed or directly supervised by architects, historians, photographers, and/or other professionals meeting standards for their field in the Secretary of Interior's Professional Qualification Standards (36 CFR 61, Appendix A).

iv. Archaeological Data Recovery Excavations

1. Two historic archaeological (5PE5458, 5PE5483) sites determined eligible for the NRHP are located within the APE of the Preferred Alternative. At such time as one or more of these sites is within the limits of a planned and funded construction project and therefore in danger from earth-moving activities, an Archaeological Data Recovery Plan defining the methodology and goals for excavation will be completed. The Plan will meet all criteria outlined in the *Secretary of the Interior's Standards and Guidelines for Archaeological Documentation*, in addition to the procedures and protocols developed by the Colorado OAHF. The Data Recovery Plan(s) will be reviewed and approved by the SHPO prior to issuance of an excavation permit and initiation of controlled excavations. The Consulting Parties will also be provided the opportunity to review and comment on the excavation plan(s) prior to implementation.
2. Two historic archaeological sites within the APE of the Preferred Alternative require test excavations in order to determine National Register eligibility. Access to those sites has been restricted by the private landowners and consequently will not be possible until CDOT acquires the properties as part of a planned and funded construction phase. When access to those properties has been obtained, CDOT will coordinate controlled small-scale test excavations according to the procedures and permitting stipulations developed by OAHF.
3. To the best of our knowledge and belief, no Native American or non-Native American human remains, associated or unassociated funerary objects or sacred objects, or objects of cultural patrimony are expected to be encountered during the proposed archaeological work. If such items are discovered, work will cease in the vicinity of the find and all

appropriate coordination will ensue with the SHPO, Consulting Parties and, as applicable, the Colorado Commission of Indian Affairs, under the terms of the Unmarked Human Graves provision of the Colorado Historical, Prehistorical, and Archaeological Resources Act (CRS 24-80-1301ff).

III. Coordination with the National Environmental Policy Act (NEPA)

FHWA shall use this agreement as part of its responsibility to meet the requirements of NEPA.

IV. Coordination with Section 4(f) of the Department of Transportation Act (Section 4(f))

When applicable, FHWA shall use this agreement as part of its responsibility to comply with Section 4(f) as it applies to historic properties.

V. Phased Approach to Identification, Evaluation, and Findings of Effect

Pursuant to 36 CFR 800.4(b)(2) and 800.5(a)(3), FHWA, in consultation with CDOT, may approve the phased identification, evaluation, and application of the criteria of adverse effect for undertakings covered by the Agreement. Upon FHWA approval, and as specific aspects or locations of an alternative are refined or access gained, CDOT shall proceed with the identification and evaluation of historic properties and with application of the criteria of adverse effect in accordance with applicable provisions of this Agreement.

VI. Post-Review Discoveries

If previously unidentified historic properties, or unanticipated effects, are discovered after CDOT has completed its review under this Agreement, no further construction in the area of the discovery will proceed until the requirements of 36 CFR 800.13 have been satisfied. CDOT shall consult with SHPO and the Consulting Parties to record, document, and evaluate NRHP eligibility of the property and the project's effect on the eligible property. If neither the SHPO nor consulting parties submit any objection to CDOT's plan for addressing the discovery within 48 hours, CDOT may carry out the requirements of 36 CFR 800.13 on behalf of FHWA, and the Council need only be notified in the event there is an adverse effect.

VII. Emergency Situations

The State of Colorado has in the past experienced various natural disasters and emergencies that are likely to occur in the future. During such a time FHWA may be unable to, and accordingly is not required to, contact the SHPO regarding actions that may involve effects to historic properties. FHWA shall undertake emergency actions pursuant to the terms of this agreement to assess historic properties and prevent further damage without SHPO consultation. Where possible, such emergency measures will be undertaken in a manner that does not foreclose future preservation or restoration efforts. FHWA will consult with SHPO on all emergency measures taken that will impact historic properties at the earliest time permitted by the emergency circumstances. Permanent repairs to historic properties beyond the scope of emergency repairs are not authorized by this stipulation. This stipulation does not apply to undertakings that will be implemented 30 days after the disaster or emergency.

VIII. Administrative Provisions

- a. **Dispute Resolution.** Should any signatory party object in writing to CDOT or FHWA regarding the manner in which the terms of this Agreement are carried out, CDOT shall immediately notify the other signatory parties of the objection and proceed to consult with the objecting party to resolve the dispute. If CDOT determines that such objection(s) cannot be resolved, it shall request FHWA's assistance in resolving the objection. If FHWA determines that the objection remains unresolved, FHWA will:

1. Forward all documentation relevant to the dispute to the Council in accordance with 36 CFR 800.2(b)(2). Upon receipt of adequate documentation, the Council shall review and advise FHWA on the resolution of the objection within 30 days. Any comment provided by the Council, and all comments from the parties to this Agreement, shall be taken into account by FHWA in reaching a final decision regarding the dispute.
2. If the Council does not provide comments regarding the dispute within 30 days after receipt of adequate information, FHWA may render a decision regarding the dispute. In reaching its decision, FHWA will take into account all comments regarding the dispute from the parties to this Agreement.
3. FHWA and CDOT's responsibility to carry out all other actions subject to the terms of this Agreement not subject to the dispute remains unchanged. FHWA will notify all parties of its decision in writing before implementing that portion of the undertaking subject to dispute under this stipulation. FHWA's decision will be final.
4. When requested by any Consulting Party or member of the public, the ACHP may consider FHWA's findings under this PA. The provisions of 36 CFR 800.9(a) on public requests to the ACHP will apply.

b. Reporting Requirements:

No later than June 30th of each year the Agreement is in effect, CDOT shall provide a report to SHPO and the Council regarding the status of the Agreement, including the stipulations that have been implemented. The annual report will also include any recommendations to amend this Agreement or improve communication among the parties. The Council shall be provided a copy of the annual report but shall not be required to comment on the report. The SHPO shall have 30 calendar days to review and provide comments on the annual report.

c. Evaluation of the Programmatic Agreement.

1. Once the Agreement is executed CDOT, FHWA, and SHPO shall meet by June 30th of the calendar year to evaluate the effectiveness of the Programmatic Agreement and if warranted, suggest revisions to its stipulations.

d. Amendments

The Council, SHPO, FHWA, or CDOT may request that this Agreement be amended, whereupon they shall consult in accordance with 36 CFR 800 to consider such amendment. No amendment shall take effect until it has been executed by all signatories.

e. Termination.

1. Any party to this Agreement may terminate it by providing 30 days written notice to other parties, provided that the parties will consult during the period before termination to seek agreement on amendments or other actions that would avoid termination.
2. Should consultation result in an agreement on an alternative to termination, the signatory parties shall proceed in accordance with that agreement. Should consultations fail, the signatory party proposing termination may terminate this Agreement by promptly notifying the other parties in writing.
3. In the event of termination, FHWA shall either consult in accordance with 36 CFR 800.14(b) to develop a new Agreement, or comply with 36 CFR 800 for individual undertakings.
4. Beginning with the date of termination, FHWA shall ensure that until and unless a new Agreement is executed for the actions covered by this Agreement, such undertakings shall be reviewed individually in accordance with 36 CFR 800.4-800.6.

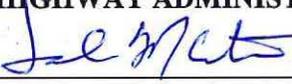
f. Duration of Agreement. This Agreement shall remain in effect for a period of ten (10) years after the date it takes effect, unless it is terminated prior to that time. Ninety days prior to the conclusion of the ten year period, CDOT shall notify the parties via Email. Thereafter, provided there are no objections from the signatory parties, the terms of the Agreement will automatically be extended for an additional five years. If any party objects to extending the Agreement, or proposes amendments, the parties will work together to consider amendments or other actions to avoid termination.

g. Effective Date. This Agreement will take effect following execution by FHWA, SHPO, the Council, and CDOT. Additional attachments or amendments to this Agreement shall take effect on the dates they are fully executed by FHWA, SHPO, the Council, and CDOT.

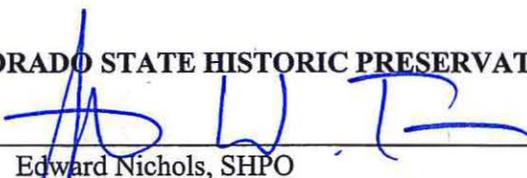
Execution and implementation of this Programmatic Agreement evidences that FHWA has afforded the Council a reasonable opportunity to comment on the project and its individual undertakings in Colorado, that FHWA has taken into account the effects of the project and its individual undertakings on historic properties, and that FHWA has complied with Section 106 of the NHPA and 36 CFR 800 for the project and its individual undertakings.

SIGNATORIES

FEDERAL HIGHWAY ADMINISTRATION

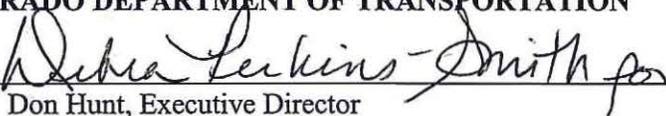
By:  7/26/12
John M. Cater, Colorado Division Administrator Date

COLORADO STATE HISTORIC PRESERVATION OFFICER

By:  7/9/12
Edward Nichols, SHPO Date

INVITED SIGNATORIES

COLORADO DEPARTMENT OF TRANSPORTATION

By:  25 June 2012
Don Hunt, Executive Director Date

CONCURRING PARTIES

COLORADO PRESERVATION INCORPORATED

By: *Ruth E. Musy*

 13-Aug-2012
Date

CONCURRING PARTIES

CITY OF PUEBLO, HISTORIC PRESERVATION COMMISSION

By: _____
Date

STEELWORKS MUSEUM/BESSEMER HISTORICAL SOCIETY

By: _____
Date

NATIONAL TRUST FOR HISTORIC PRESERVATION, DENVER OFFICE

By: _____
Date

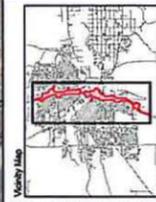
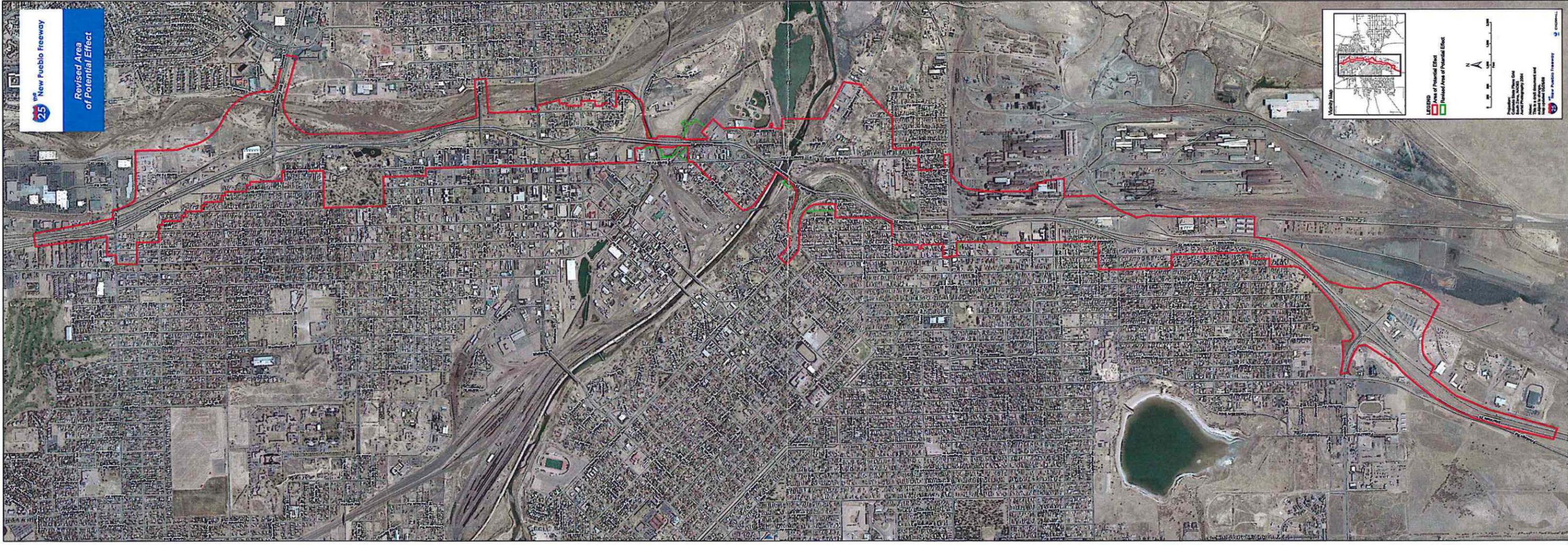
COLORADO PRESERVATION INCORPORATED

By: _____
Date

EVRAZ ROCKY MOUNTAIN STEEL, A DIVISION OF EVRAZ INC.

By: _____
Date

25th New Pueblo Freeway
Revised Area of Potential Effect



LEGEND
Area of Potential Effect
Revised Area of Potential Effect

0 100 200 300 400 500 Feet

North Arrow

Colorado State Office of
Transportation
Pueblo District Office
1000 North 10th Street
Pueblo, CO 81001
888-280-2800
www.transportation.state.co.us

25th New Pueblo Freeway

Attachment B

Environmental Impact Statement

Interstate 25 Improvements Through Pueblo

(New Pueblo Freeway)

Section 106 Mitigation Goals

Steel Mill Stack and Stove Relocation Option

These goals were identified in a series of meetings in 2011 involving FHWA, CDOT, SHPO, and the Section 106 consulting parties (Colorado Preservation Incorporated, the Denver Office of the National Trust for Historic Preservation, the City of Pueblo Historic Preservation Commission, the Steelworks Museum/Bessemer Historical Society, and Evraz Rocky Mountain Steel). The meetings were held to identify mitigation options for the New Pueblo Freeway project, and resulted in the evaluation of an option to relocate the stack and stoves associated with the former Colorado Fuel & Iron Steel Mill property. The items listed below reflect goals associated with the stack and stove relocation option:

1. Preserve the historic integrity of the resource in new location
2. Maintain elements of historic industrial setting in new location
3. Provide adequate public access and interpretive information for resources in new location
4. Maintain the historic association and physical connection with Steel Mill property on east side of the Interstate
5. Ensure that the cost of mitigation is reasonable relative to the scale of the project
6. Ensure that ownership, preservation, and maintenance of the resources is transferred to an owner other than CDOT
7. Develop a plan or agreement to preserve the resources in place or relocate to an interim location to ensure the resources will be available when funding for construction of the Preferred Alternative near the Steel Mill is identified

Attachment C--Historic Properties Mitigation Developed in June 2011 Section 106 Meeting, Interstate 25 Improvements Through Pueblo EIS

Mitigation Concept	Teaming Opportunities	Implementation	Maintenance responsibility	Comments/Update	Consulting Party Rankin
Documentation					
Historic context for neighborhood districts	Bessemer Historical Society, City of Pueblo	Short-term, depending on construction timing	N/A	The city just received a CLG grant to complete a Bessemer Neighborhood context, perhaps complete context for the Second Ward or Grove neighborhood	Low
*Historic Structure Assessment to assess blast furnace, stove, buildings, and large artifacts on Steel Mill property. *Buildings and large artifacts were added to this option per comments by Julie Rodriguez of Bessemer Historical Society, Steelworks Museum and CF&I Archives	City, or Bessemer Historic Society, or Evraz, CDPHE, ShPO or EPA	Short term, depending on construction timing	N/A	Need to find out if Evraz has plans for the stack. If the stack is slated for removal, the HAS would not be a good mitigation option.	High
Documentary video about transportation history in Pueblo	yes, various	Short term	N/A	Could be shown in various public locations in the city, has potential to reach a wide audience	Medium-High
Intensive-level survey of Mineral Palace Park that documents features on OAHP site forms	N/A	Short term--before park redevelopment	n/a		High (City of Pueblo)
Level II archival documentation of select individual properties	N/A	Long term as project areas are impacted	N/A	Possible subject of documentation might be Columbus Hall (5PE5948), Santa Fe Avenue Bridge (5PE3938), NW corner of the Steel Mill complex	High
Bricks & Mortar					
Relocation of specific historic properties	Bessemer Historical Society?	Depends on construction timing	Need to find someone to maintain properties once they are relocated		Medium
Children's shelter in Mineral Palace Park that includes elements of the old Mineral Palace	City of Pueblo?	In conjunction with park redevelopment	City of Pueblo?	Not sure if this has a strong historic preservation benefit	