

Greeley City Council Agenda

Regular Meeting
Tuesday, January 3, 2023 at 6:00 p.m.

City Council Chambers at City Center South, 1001 11th Ave, Greeley, CO 80631
Zoom Webinar link: <https://greeleygov.zoom.us/j/86218464323>

NOTICE:

City Council Meetings are held on the 1st and 3rd Tuesdays of each month in the City Council Chambers. Meetings are conducted in a hybrid format, with a Zoom webinar in addition to the in person meeting in Council Chambers.

City Council members may participate in this meeting via electronic means pursuant to their adopted policies and protocol.

Members of the public are also invited to choose how to participate in Council meetings in the manner that works best for them.

Watch Meetings::



Meetings are open to the public and can be attended in person by anyone.



Meetings are televised live on GTV8 on cable television.



Meetings are livestreamed on the City's website, greeleygov.com as well as YouTube at youtube.com/CityofGreeley

Comment in real time::

During the public input portion of the meeting and public hearings:



In person attendees can address the Council in the Chambers .



The public can join the Zoom webinar and comment from the remote meeting.

Submit written comments::



Email comments about any item on the agenda before Noon on the day of the meeting to cityclerk@greeleygov.com



Written comments can be mailed or dropped off at the City Clerk's Office at City Hall, at 1000 10th St, Greeley, CO 80631

For more information about this meeting or to request reasonable accommodations, contact the City Clerk's Office at 970-350-9740 or by email at cityclerk@greeleygov.com.

Meeting agendas, minutes, and archived videos are available on the City's meeting portal at greeley-co.municodemeetings.com





Mayor
John Gates

Councilmembers

Tommy Butler
Ward I

Deb DeBoutez
Ward II

Johnny Olson
Ward III

Dale Hall
Ward IV

Brett Payton
At-Large

Ed Clark
At-Large

A City Achieving
Community Excellence

Greeley promotes a healthy, diverse economy and high quality of life responsive to all its residents and neighborhoods, thoughtfully managing its human and natural resources in a manner that creates and sustains a safe, unique, vibrant and rewarding community in which to live, work, and play.

City Council Meeting Agenda

January 03, 2023 at 6:00 PM

**City Council Chambers, City Center South, 1001 11th Ave & via
Zoom at <https://greeleygov.zoom.us/j/86218464323>**

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Approval of the Agenda
5. Recognitions and Proclamations
6. Citizen Input
7. Reports from Mayor and Councilmembers
8. Initiatives from Mayor and Councilmembers

Consent Agenda

The Consent Agenda is a meeting management tool to allow the City Council to handle several routine items with one action.

Council Members may request an item be pulled off the Consent Agenda and considered separately under the next agenda item in the order they were listed.

9. Approval of the City Council Proceedings of December 6, 2022 and Work Session Proceedings of December 13, 2022
10. Motion to designate the City of Greeley website as the official posting site for meeting notices of the City Council, including agendas of City Council Meetings and Work Sessions, and the public lobby of City Hall at 1000 10th Street as the backup location for such postings

- [11.](#) Introduction and first reading of an Ordinance changing the official zoning map of the City of Greeley, Colorado, from R-H (Residential High Density) to MU-H (Mixed Use High Intensity), changing the underlying land use designations for approximately 1.722 acres of property located at 1603, 1611, 1613, and 1619 7th Avenue, (ZON2022-0008)
- [12.](#) Introduction and first reading of an Ordinance changing the official zoning map of the City of Greeley, Colorado, from I-L (Industrial Low Intensity) to MU-H (Mixed Use High Intensity) for 7.8 acres located at 123 9th Avenue (ZON2022-0012)
- [13.](#) Introduction and first reading of an Ordinance Amending Sections 6-998, 6-1000, 6- 1002 through 6-1009, 6-1013 and 6-1015 the City of Greeley Municipal Code of Ordinances Relating to Development Impact Fees
- [14.](#) Consideration of a Resolution of the City Council of the City of Greeley authorizing City staff to enter into a Settlement and Mutual Release Agreement with Ms. Manuela Sanchez
- [15.](#) Motion to adopt the City of Greeley 2023 Legislative Agenda
- [16.](#) Consideration of change order #3 to the contract with Icon Engineering, Inc. (Icon) for design services for 12th Street Storm Drain Outfall Phase 1B (Project), increasing the contract from \$865,060 to \$971,790.00.

End of Consent Agenda

17. Pulled Consent Agenda Items
- [18.](#) Public hearing and second reading of an Ordinance Reauthorizing Various Boards and Commissions for Three Years
- [19.](#) Public hearing and final reading of an ordinance for the sixth amendment to the development agreement for Leprino Foods Company.
- [20.](#) Scheduling of Meetings, Other Events
- [21.](#) Consideration of a motion authorizing the City Attorney to prepare any required resolutions, agreements, and ordinances to reflect action taken by the City Council at this meeting and any previous meetings, and authorizing the Mayor and City Clerk to sign all such resolutions, agreements, and ordinances
22. Adjournment



Council Agenda Summary

Title

Recognitions and Proclamations

Summary

Councilmember Butler will present the *What's Great about Greeley* Report.

Attachments

What's Great about Greeley Report



City Council Meeting
January 3, 2023

A Story Best Lived In.

***In all ways, we will transmit
this City not only, not less, but
greater and more beautiful than
it was transmitted to us.***

- Athenian Oath

Greeley Ranked #19 on 24/7 Wall Street's 'America's 20 Fastest Growing Big Cities' list

- From 2016-2021, Greeley saw a population growth over 15 percent



Aims Welcome Center Earns Silver in Best General Contractor Building Project

- \$40-\$70 Million Category
- The only community college building to receive an award
- Aims construction management students assisted with project



Greeley Deputy Police Chief Rafael Gutierrez Completes FBI National Academy

- Graduate of 284th FBI National Academy
- 11-week program looking at crime detection and prevention, leadership techniques, cyber threats, legal issues, media training, and more.



UNC Volleyball Earns Back-to-Back Big Sky Tournament Championship

- UNC Volleyball's seventh Big Sky Tournament title
- Makenzie Harris names Big Sky Tournament MVP
- Syd Cole name Big Sky Player of the Year



UNC Football Linebacker Elijah Anderson-Taylor Added to All-America List

- HERO Sports named Elijah to its Sophomore All-America Team
- Also earned All-Big Sky Second Team
- Blue Bloods Podcast named him Big Sky Defensive Player of the Year



Biofuel Scientist Michael Himmel Receives Governor's Lifetime Achievement Award

- Redefined his field with insights on designing, modifying, and harnessing enzymes to turn non-food biomass into a thriving, sustainable fuels industry



UCHealth Greeley Among the Best for Maternity Care by U.S. News and World Report

- Earned a High Performing Score



Weld County Commissioner and Director of Human Services Receive Awards from Colorado Counties, Inc.

- Commissioner Chair Scott James named Commissioner of the Year
- Director of Human Services Jamie Ulrich received Colorado Human Services Directors Association Director of the Year Award





A Story Best Lived In.



Council Agenda Summary

Title

Citizen Input

Summary

During this 15-minute portion of the meeting, anyone may address the Council on any item of City Business appropriate for Council consideration that is not already listed as a public hearing on this evening's agenda.

As this meeting is being conducted in a hybrid format, citizen input will be accepted first from those in the City Council Chambers, and then from the virtual meeting audience via the meeting's webinar.

Written comments submitted for any item on the agenda will be placed in the public record and provided to the Council for their review and should include the name and city of residence of the person submitting the comments for the record.



Council Agenda Summary

Title

Reports from Mayor and Councilmembers

Summary

During this portion of the meeting any Councilmember may offer announcements or reports on recent events and happenings. These reports should be a summary of the Councilmember's attendance at assigned board/commission meetings and should include key highlights and points that may require additional decision and discussion by the full Council at a future time.



Council Agenda Summary

Title

Initiatives from Mayor and Councilmembers

Summary

During this portion of the meeting any Councilmember may bring before the Council any business that the member feels should be deliberated upon by the Council. These matters need not be specifically listed on the Agenda, but formal action on such matters shall be deferred until a subsequent Council meeting.

Initiatives will generally fall into three categories:

- 1) A policy item for Council deliberation and direction for a future Worksession, Committee meeting, or regular/special Council meeting;
- 2) A request to the City Manager for information or research;
- 3) A request involving administrative processes or procedures.

At the close of this portion of the meeting, the Mayor will confirm Council's consensus that the individual requests be pursued.

Attachments

Status Report of Council Initiatives and Related Information

Greeley City Council

Status Report of Council Initiatives

Initiative No.	Councilmember Initiating	Council Request	Council Meeting or Work Session Date Requested	Status or Disposition (After completion, item is shown one time as completed and then removed.)	Next Steps & Schedule	Anticipated Deliverable & Date (Report, Council Presentation, etc.)	Assigned to:
15-2021	Olson	Formation of a committee for implementation of a funding strategy for the 35th and 47th interchanges.	December 7, 2021 Council Meeting	Councilmember Olson will be following up with Manager Lee and Director Trombino on next steps	Pending outcome of federal grant application submitted	Report to Council early 2023	Paul Trombino
09-2022	Butler	Review traffic and safety surrounding 15 acre open area between 71st Avenue and 8th Street	June 7, 2022 Council Meeting	Requested that Public Works review the traffic and to improve safety in this congested area.	Additional signage installed for traffic and parking. Staff worked with School District, builder and GPD to ensure road is passable for school buses. GPD will focus enforcement times to ensure compliance with posted speed limit. Staff developing neighborhood safety improvement options and working with School District on transportation issues to improve coordination and support related to safety and infrastructure around school	Anticipate providing report to Council on Improvements in early 2023	Paul Trombino
10-2022	Butler	Review costs and strategies to live stream Planning Commission and Water Board meetings for public and Councilmembers	June 7, 2022 Council Meeting	Asked staff to investigate the cost of live streaming Planning Commission and Water and Sewer Board meetings and return to Council with findings	Additional technology costs ~ \$15,000. Parts are backordered, eta approx. mid-January. Anticipate additional operation costs to include 1 add'l staff at each B&C meeting to accommodate hybrid meeting. Assessing costs related to staffing, overtime expenses or other flexible staff options. Some testing has occurred for broadcasting of meetings. Additional equipment testing will be done once equipment is received. Staff will identify long-term operational impacts	Anticipated report to Council 1st Qtr 2023	Kelli Johnson
12-2022	Butler	Varying Boards & Commissions meeting times	September 6, 2022 Council Meeting	Asked staff to research the ability for alternative meeting times for Boards & Commissions to increase community engagement and recruitment	CCO survey to Boards due back 12/16. Gathering feedback and will work with CMO on how to deliver to Council.	Report to Council/January 2023	City Clerk's Office
15-2022	Hall	Concerns regarding aftermath of natural disasters	October 4, 2022 Council Meeting	Requested update from Greeley's emergency management team to lessen the aftermath effects from a natural disaster, i.e. water and sewer, electricity, phone services, etc.	OEM update to Council	Work Session report 1/10/2023	Brian Kuznik

16-2022	Clark	Concerns over the increase in incidents and safety in the tunnel under Hwy 34 in the Hillside/Farr Park neighborhood	November 1, 2022 Council Meeting	Requested staff study implementing a closure of the tunnel entrance between the hours of 10:00 PM and 7:00 AM over safety concerns	Neighborhood meeting scheduled for 1/25/23 5:30 - 7:00 pm at Jackson	Report to Council early 2023.	Paul Trombino/Bekky Safarik
17-2022	DeBoutez	Expressed concern about neighborhood issues, i.e. speeding and noise violations.	November 15, 2022 Council Meeting	Requested GPD and PW research technologies available for traffic calming, speed/red light cameras and decibel measuring devices to improve safety, wellbeing and quality of life in Greeley.	CMO recommendation - Do we invest in additional technology tools and structure to combat neighborhood issues? PW/GPD provide report on technologies available, cost of such technology, and how different technologies are used in other communities and the results of implementing such	Work Session report/CMO recommendation	Adam Turk/Paul Trombino



Council Agenda Summary

Title:

Approval of the City Council Proceedings of December 6, 2022 and Work Session Proceedings of December 13, 2022

Summary:

A meeting of the City Council was held in the City Council's Chambers on December 6, 2022. A work session of the City Council was held in the City Council's Chambers on December 13, 2022. The draft proceedings of each meeting have been prepared and are being presented for the Council's review and approval.

Decision Options:

- 1) To approve the proceedings of the Council meeting as presented; and/or
- 2) To approve the proceedings of the Council work session as presented; or
- 3) Amend the Council meeting proceedings, if amendments or corrections are needed, and approve as amended; and/or
- 4) Amend the Council work session proceedings, if amendments or corrections are needed, and approve as amended.

Council's Recommended Action:

A motion to approve the City Council proceedings and Work Session proceedings as presented (or amended).

Attachments:

Draft Council meeting proceedings of December 6, 2022

Draft Council work session proceedings of December 13, 2022

City of Greeley, Colorado
CITY COUNCIL PROCEEDINGS
December 06, 2022

1. Call to Order

Mayor Gates called the meeting to order at 6:00 p.m. in the City Council Chambers at 1001 11th Ave, Greeley, Colorado, with hybrid participation available via the City's Zoom platform.

2. Pledge of Allegiance

Mayor Gates led the Pledge of Allegiance.

3. Roll Call

Heidi Leatherwood, City Clerk, called the roll.

Present:

Mayor John Gates

Councilmember Tommy Butler

Councilmember Deb DeBoutez

Councilmember Dale Hall – present virtually

Mayor Pro Tem Brett Payton

Councilmember Ed Clark

Councilmember Johnny Olson

4. Approval of the Agenda

5. Recognitions and Proclamations

6. Citizen Input

1. Edwin Grant spoke about America's history.

7. Reports from Mayor and Councilmembers

Councilmember Olson reported on the North Front Range Metropolitan Planning Organization (NFRMPO) meeting and the transit grant application.

Councilmember Olson also mentioned the Front Range Passenger Rail District and will report back after the retreat on December 9, 2023.

Councilmember Olson thanked City staff, the DDA and the Chamber of Commerce for the Parade of Lights event.

Councilmember Butler spoke about the National League of Cities event in Kansas City, Missouri, and the programs on affordable housing.

8. Initiatives from Mayor and Councilmembers

Councilmember Olson spoke about his desire to stay on the North I-25 Coalition for City of Greeley and asked City Council for their support. Council was in consensus for Councilmember Olson to continue his work with the North I-25 Coalition.

Consent Agenda

- 9. Approval of the City Council Proceedings of November 1, 2022, and November 15, 2022**
- 10. Acceptance of the Report of the City Council Special Work Session of November 15, 2022**
- 11. Consideration of a Motion Approving the 2023 Council Meeting and Work Session Calendar**
- 12. Consideration of a Resolution Authorizing the City to enter into an Intergovernmental Agreement for Judicial and Administrative Services with the cities of Fort Collins and Loveland**
- 13. Consideration of a Resolution Approving the 2023 Budget for the Greeley Downtown Development Authority and Appropriating Funds for that Budget**
- 14. Consideration of a Resolution Establishing the 2022 Downtown Development Authority Tax Levy and Directing the Certification of the same to the Board of County Commissioners**
- 15. Consideration of a Resolution for Adoption of the 2022 Water Efficiency Plan**
- 16. Introduction and first reading of an Ordinance re-authorizing various Boards and Commissions for three years**
- 17. Introduction and first reading of an Ordinance for the sixth amendment to the development agreement for Leprino Foods Company**

Councilmember Butler moved to approve the Consent Agenda Items 9-17. Councilmember DeBoutez seconded the motion. The motion passed 7-0 at 6:15 p.m.

End of Consent Agenda

- 18. Pulled Consent Agenda Items**
- 19. Public hearing to Consider a Substantial Amendment (#4) to the Community Development Block Grant Coronavirus (“CDBG-CV”) related to the 2020-2024 Consolidated Plan and 2020 Action Plan**

Economic Health and Housing Director, Ben Snow introduced the item at 6:16 p.m.

The City has proposed substantial amendment for the following three items:

1. Increase in allocation to administration from \$193,635 to \$200,000. It is not anticipated that the full amount will be needed, this will provide support for whatever administrative costs are charged to CDBG-CV.
2. Increase in funding to Priority A, Housing Navigation Center/Cold Weather Shelter/Day use Facility from \$360,000 to \$820,067.
3. Remove Priority B funding for the Bonell Non-Congregate Shelter. This activity did not move forward.

The City has until June 2023 to expend and draw 80% of the total grant and six years to expend it all.

Councilmember Clark asked about the funding increase and for clarification on the amount. In response to Councilmember Clark's question, Mr. Snow said that the amount is to fill the gap and bring the total to the 80%.

The Public Hearing was opened at 6:20 p.m.

With no speakers, the Public Hearing was closed at 6:21 p.m.

Councilmember Butler spoke on the importance of the shelter (Priority A) and meeting the community needs. Councilmember DeBoutez also spoke on the importance of the shelter and meeting the needs of the community.

Councilmember Clark asked Assistant City Manager, Juliana Kitten about the issues reported at the Day/Night Shelter and if they have been addressed. In response to Councilmember Clark's question Ms. Kitten replied she is working with the shelter, and they are working toward solutions.

Councilmember Olson asked for the average number of individuals using the shelter. In response to the question, Ms. Kitten replied the average is 53 people a night, with a total capacity of 60. With overcapacity at times, hotel vouchers were handed out. In 2021, the average was 44 individuals using the shelter per night.

Councilmember Olson motioned to approve the Substantial Amendment with noted activities and budgets, as presented. Councilmember Butler seconded the motion. The motion passed 7-0 at 6:25 p.m.

- 20. Public hearing and second reading of an Ordinance appropriating additional sums to defray the expenses and liabilities of the City of Greeley for the balance of the fiscal year of 2022 and for funds held in reserve for encumbrances through December 31, 2021**

Finance Director, John Karner introduced the item with a presentation at 6:25 p.m.

This is the fourth supplemental appropriation ordinance modifying the 2022 Budget. This appropriation ensures that existing commitments in progress at 2021 year-end can be completed in 2022, designates funds for additional commitments, and appropriates new grants that have been awarded.

Councilmember DeBoutez asked Mr. Karner about the project location. In response to the question, Mr. Karner replied the location is the westside of Greeley, close to the city limit border.

Councilmember Olson requested a presentation about the project funding of \$1 million. He wants to understand how the money will be used and what performance measures will be put in place. And Councilmember Olson asked for an update on the 12th Street Outfall project. In response to the question, Director of Public Works, Paul Trombino replied that the bond funds were budgeted for 2025 and the City is ahead of schedule by two years. There will be seven phases to the project. This is the first phase.

Councilmember Clark asked about funding amounts for the homeless shelter (Priority A).

Discussion ensued.

The Public Hearing opened at 6:41 p.m.

1. Edwin Grant spoke about America's taxes from 2019 to present day and spoke about identity theft.

The Public Hearing closed at 6:44 p.m.

Councilmember Olson spoke about being a good steward of the public's money and spoke in opposition, due to lack of information.

Councilmember Butler moved to adopt the Ordinance and publish with reference to title only. Mayor Pro Tem Payton seconded the motion. The motion passed 6-1 at 6:50 p.m., with Clark voting nay.

21. Scheduling of Meetings, Other Events

Nothing to report.

22. Consideration of a motion authorizing the City Attorney to prepare any required resolutions, agreements, and ordinances to reflect action taken by the City Council at this meeting and any previous meetings, and authorizing the Mayor and City Clerk to sign all such resolutions, agreements, and ordinances

Mayor Pro Tem Payton moved to approve the motion. Councilmember Butler seconded the motion. The motion passed 7-0 at 6:50 p.m.

23. Consideration of a motion to go into Executive Session to receive legal advice from the City Attorney and to determine positions, develop strategy, and give instructions to negotiators regarding 2023 collective bargaining with Greeley Firefighters

Mayor Pro Tem Payton moved to go into Executive Session. Councilmember Olson seconded the motion. The motion passed 7-0 at 6:51 p.m.

24. Adjournment

Mayor Gates announced that Council will not be returning to the regular meeting and adjourned the meeting at 6:51 p.m.

The Executive Session was called to order at 6:56 p.m. to receive legal advice from the City Attorney and to determine positions, develop strategy, and give instructions to negotiators regarding 2023 Collective Bargaining with Greeley Firefighters.

Present for the participation in the Executive Session, convened in the Executive Session Room of Council Chambers are all members of City Council plus the following:

Raymond Lee, City Manager
Paul Fetherston, Deputy City Manager
Don Tripp, Deputy City Manager
Doug Marek, City Attorney
Noel Mink, Human Resources Director
Brian Kuznik, Fire Chief
John Karner, Finance Director

This is an executive session for the following purposes:

To receive legal advice from the City Attorney and to determine positions, develop strategies, and provide instructions to negotiators regarding collective bargaining, as provided in C.R.S. 24-6-402(4)(b) and 24-6-402(4)(e)(I) and Greeley Municipal Code 2-151(a)(2) and 2-151(a)(5).

Mr. Marek announced, “I caution each participant in this Executive Session to confine discussion to these stated purposes, and I remind you that no formal action may occur in executive session. If at any point in the executive session any participant believes the discussion is going outside the proper scope of the executive session, please interrupt the discussion and raise an objection.”

The meeting concluded at 7:38 p.m.

An unknown error occurred in recording the executive session and no recording of the meeting was captured. Mr. Marek is in possession of the PowerPoint presented by Ms. Mink and can provide a summary of the meeting should a member of the public request meeting information within the 90 days of the meeting per the Colorado Open Meetings Law.

John D. Gates, Mayor

Heidi Leatherwood, City Clerk

City of Greeley, Colorado
CITY COUNCIL WORK SESSION REPORT
December 13, 2022

1. Call to Order

Mayor John Gates called the meeting to order at 6:00 p.m. in the City Council Chambers at 1001 11th Ave, Greeley, Colorado, with hybrid participation available via the City's Zoom platform.

2. Pledge of Allegiance

Mayor Gates led the Pledge of Allegiance.

3. Roll Call

City Clerk Heidi Leatherwood called the roll.

The following members of Council were present:

Councilmember Tommy Butler

Councilmember Deb DeBoutez

Councilmember Dale Hall

Councilmember Ed Clark

Mayor Pro Tem Brett Payton

Mayor John Gates

Councilmember Johnny Olson – participated via Zoom

4. Reports from Mayor and Council

None.

5. Development Impact Fees Proposed Adjustments Follow-up Discussion

Finance Director John Karner introduced the item with a presentation at 6:01 p.m.

Mr. Karner reviewed the Development Impact Fee Discussion presented at the November 15, 2022 Work Session.

Todd Cristiano, Project Manager with Raftelis Consulting, shared a presentation on the details of the Development Impact Fee Study. Mr. Cristiano provided some basics from the 2020 study and explained the fee methodology. One of the core principles of the development fee process was to ensure that the costs were allocated appropriately to different land uses. He presented examples of the study relating to parks and walked through how the core process applied to fees. He explained the residential tier structure vs. a flat fee structure. The tiers were developed based on information received from staff on the housing counts along with Census data on homes in Greeley. Raftelis believed the tier structure offered an equitable fee structure for residents and is commonly used throughout the U.S.

Mr. Karner provided three options for Council to consider:

- Option 1- Implement the 2020 Impact Fee Study with residential tiered structure
- Option 2- Implement the 2020 Impact Fee Study with residential flat structure
- Option 3- Do not implement the 2020 Impact Fee Study and instead pursue a new study.

After some discussion Council reached a consensus for Option 1: Implementation of the 2020 Impact Fee Study with a residential tiered structure.

This approach will:

- Adjust fees to better fund the true impact of development
- Follows the study's recommended progressive fee structure
- Eliminates service reduction and subsidies

Councilmember Butler would like a work session to discuss reducing development impact fees, including offsetting fees for reduced housing.

Councilmember Olson would like discussion on incentivizing development, particularly strategizing affordable housing incentives to draw people to the community.

City Manager, Raymond Lee, reminded Council of the toolsets and the 2023 Roadmap, that will include commercial, retail, affordable housing, and metro district strategic plan for growing the community. This will be evaluated and shared with Council.

Mayor Pro Tem Payton thanked staff for bringing a comprehensive presentation back to allow for a thorough discussion of this topic.

6. American Rescue Plan Act of 2021 (ARPA) Program Overview

Finance Director John Karner introduced the item with a presentation at 6:40 p.m.

Mr. Karner reviewed the strategy to move forward with the ARPA Program.

The presentation highlighted the status of the \$21 Million dollars the City of Greeley was awarded as part of ARPA administered through the United States Department of the Treasury.

The \$18 Million remaining for allocation must be expended by December 31, 2026. To help ensure Greeley's ARPA dollars have the greatest positive impact on the community staff has developed a formal program to guide the appropriation of the remaining dollars.

The program is based upon four priority areas that draw from Council's priorities:

- Building Community Resilience
- Creating Community, Quality of Life and Destinations
- Enhancing Mobility
- Activating Economic Corridors

Staff will be tracking grant applications and have solid criteria for awarding. The process will be incorporated into the Fiscal Year 2024 budget process.

Council was in consensus.

7. City of Greeley 2023 Legislative Agenda

Intergovernmental Relations Officer, Staycie Coons introduced the item with a presentation at 6:51p.m.

The 2023 Legislative Agenda provides a high-level overview of the City's legislative outlook. It is intended to be used as a nimble instrument for guidance on legislative matters of interest to the City at the County, State, and Federal levels.

Councilmember DeBoutez requested confirmation that sessions will commence on January 11, 2023.

Councilmembers Olson and Hall commended Ms. Coons on her work and the City's participation in the legislative process.

8. Fiscal Year 2021 Financial Audit Update

Finance Director John Karner and Tammy Hitchens, Deputy Finance Director, provided an update with a presentation at 6:56 p.m.

City Manager, Raymond Lee, shared that during a previous work session, staff had already advised Council of the delay in submitting the City's certified audited financial statements to the State.

Deputy City Manager, Paul Fetherston, led the presentation.

In 2021, the City secured Plante Moran, an accounting, tax and consulting firm through a competitive process, to complete the annual audit, which is mandated per CRS §29-1-601 and Greeley Code of Ordinances §2-241 to be submitted to the City Council.

In late 2020, the City transitioned all its financial functions to a new Enterprise Resource Planning (ERP) system. Due to several challenges with the original configuration and implementation of that system, the first year of

City financials in the new ERP system (2021) has required significant adjustments and corrections. While the Finance Department's accounting team worked diligently and made significant progress, the system challenges have resulted in the delayed submission of the City's audit for the fiscal year 2021.

The City was unable to submit financials to the external auditor until early December. The City proactively addressed this challenge with key stakeholders (Government Finance Officers Association (GFOA), City's Financial Advisor, and State Auditor), and posted a notice of the late submission on the Electronic Municipal Market Access (EMMA) website for the city's bondholders.

City staff will provide a verbal update to City Council along with the next steps to complete the 2021 audit and ensure that the audit process moving forward ensures accuracy and timeliness.

Mr. Fetherston highlighted the strides that the ERP has made in the payroll areas which will be reported to Council after it is completed at the end of this month. The second phase will conclude in May, and an update will be provided to Council. The City will prepare for an educated decision when the contract with Oracle expires in 2025.

A conversation ensued about the ramifications, and possible impact on the City.

Council thanked staff for their work.

9. Scheduling of Meetings, Other Events
None.

Mayor Gates reminded Council of the Holiday Luncheon for City of Greeley employees on December 15, 2022, from 11 a.m. to 2 p.m.

10. Adjournment
Mayor Gates adjourned the meeting at 7:12 p.m.

John D. Gates, Mayor

Heidi Leatherwood, City Clerk



Council Agenda Summary

January 3, 2023

Key Staff Contact: Heidi Leatherwood, City Clerk

Title:

Motion to designate the City of Greeley website as the official posting site for meeting notices of the City Council, including agendas of City Council Meetings and Work Sessions, and the public lobby of City Hall at 1000 10th Street as the backup location for such postings

Summary:

The Colorado Open Meetings Act, C.R.S. §24-6-402, includes a requirement that each year the governing body is required to designate public places(s) for posting meeting notices.

Effective July 2019, changes to this law intend local governments to transition away from relying on posting physical notices of public meetings in physical locations and toward posting notices on its public website.

Designating the City of Greeley's (City) meeting portal found at <https://greeley-co.municodemeetings.com/> and posted prominently throughout the City's public website, www.greeleygov.com, as the official posting location for meeting notices of the City Council meets the requirements of the Open Meetings Act and is therefore recommended.

C.R.S. §24-6-402 (2)(c)(II) requires designation of a public location for physical notices in the event of exigent or emergency circumstances that may prevent the public from accessing a notice online.

City Council had previously designated the bulletin boards in both entrances to City Hall as the official posting sites for physically posting agendas of City Council meetings and work sessions, and these sites also served as locations for posting meeting notices of Council's appointed boards and commissions. With the remodel of City Hall completed in 2020, there are no longer physical bulletin boards accessible to the public at the building entrances. For the purpose of designating a backup physical location for posting, the electronic monitors located in the public lobby of City Hall is recommended.

Monitors have been installed in the City Hall lobby, in addition to similar displays existing in other City facilities. The City Clerk's Office has worked with the Facilities Division of the Public Works Department to ensure that all City Council meeting and Work Session notices are being posted on the City Hall monitor. In addition, a hard copy of the agendas will be located on the City Clerk's counter in the main lobby.

Legal Issues:

This motion meets the Colorado Revised Statutes requirements for posting notices for City Council meetings and work sessions.

Greeley Municipal Code § 2-553 requires boards and commissions to post meeting notices at both entrances of City Hall. A code amendment will be introduced at a future meeting to update the official posting location for board and commissions to the City of Greeley website.

Other Issues and Considerations:

Posting a site designation is required under the Colorado Open Meetings Act.

Strategic Focus Area:



High-Performance Government

Decision Options:

- 1) Adopt the motion as presented.
- 2) Amend the motion as presented.
- 3) Take no action and request additional staff assistance within a timeline that meets statutory requirements.

Council's Recommended Action:

A motion to designate the City of Greeley website as the official posting site for meeting notices of the City Council, including agendas of City Council Meetings and Work Sessions, and the public lobby of City Hall at 1000 10th Street as the backup location for such postings.



Council Agenda Summary

January 3, 2023

Key Staff Contact:

Becky Safarik, Interim Community Development Director
Darrell Gesick, Planner III

Title:

Introduction and first reading of an Ordinance changing the official zoning map of the City of Greeley, Colorado, from R-H (Residential High Density) to MU-H (Mixed Use High Intensity), changing the underlying land use designations for approximately 1.722 acres of property located at 1603, 1611, 1613, and 1619 7th Avenue, (ZON2022-0008)

Summary:

The property owners, Jeff and Kelly Cook, request a rezone of the subject property to allow for mixed-use development options. The applicant intends to provide a variety of uses that would provide services to the surrounding residential uses in the area. Some of the anticipated uses include office, therapeutic massage, counseling services, hair salon, and art studio.

The Planning Commission considered this request on December 13, 2022, conducted a public hearing, and voted to recommend approval to rezone the property by a vote of 7-0.

Fiscal Impact:

Does this item create a fiscal impact on the City of Greeley?	No
Is there grant funding for this item?	N/A

Legal Issues:

Consideration of this matter is a quasi-judicial process.

Other Issues and Considerations:

The merits of this rezone are measured relative to the consistency of the request with the Greeley Comprehensive Plan and Development Code

Strategic Focus Area:



Business Growth

Decision Options:

- 1) Introduce the ordinance as presented; or
- 2) Amend the ordinance and introduce as amended; or
- 3) Deny the ordinance; or
- 4) Continue consideration of the ordinance to a date certain.

Council's Recommended Action:

A motion to introduce the ordinance and schedule the public hearing and second reading for January 17, 2023.

Attachments:

Ordinance
Zoning/Vicinity Map
Staff Report

**CITY OF GREELEY, COLORADO
ORDINANCE NO. 4, 2023
CASE NO. ZON 2022-0008**

AN ORDINANCE CHANGING THE OFFICIAL ZONING MAP OF THE CITY OF GREELEY, COLORADO, FROM RESIDENTIAL HIGH DENSITY (R-H) TO MIXED-USE HIGH (MU-H) CHANGING THE UNDERLYING LAND USE DESIGNATIONS FOR APPROXIMATELY 1.722 ACRES OF PROPERTY LOCATED AT 1603, 1611, 1613, 1619 7TH AVENUE, AT THE SOUTHWEST CORNER OF 16TH STREET AND 7TH AVENUE.

BE IT ORDAINED BY THE CITY COUNCIL OF GREELEY, COLORADO:

Section 1. The following described property located in the City of Greeley is hereby changed from the zoning district referred to as Residential High Density (R-H) TO Mixed-Use High (MU-H), in the City of Greeley, County of Weld, State of Colorado:

Legal Description

A parcel of land, being inclusive of Lots 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10, Block 2 of Arlington Heights, recorded July 15, 1887 in Book 2 at Page 19 as Reception No. 25765 of the Records of Weld County, and a portion of 16th Street Right of Way, 7th Avenue Right of Way and 20' Alley Right of Way, located in the Southwest Quarter of Section 8, Township Five North (T.5N.), Range Sixty-five West (R.65W.) of the Sixth Principal Meridian (6th P.M.), City of Greeley, County of Weld, State of Colorado and being more particularly described as follows:

BEGINNING at the Southeast corner of said Lot 10 of Block 2, Arlington Heights and assuming the East line of said Block 2 of Arlington Heights as bearing South 00°02'24" East being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/2011, with all other bearings contained herein relative thereto;

THENCE South 89°57'36" West along the South line of said Lot 10 a distance of 200.00 feet to the centerline of said 20' Alley Right of Way;

THENCE North 00°02'24" West along said centerline a distance of 300.00 feet to the centerline of said 16th Street, 100' Right of Way;

THENCE North 89°57'36" East along said centerline a distance of 250.00 feet to the centerline of said 7th Avenue, 100' Right of Way;

THENCE South 00°02'24" East along said centerline a distance of 300.00 feet to the extended line of the South line of said Lot 10;

THENCE South 89°57'36" West along said line a distance of 50.00 feet to the POINT OF BEGINNING.

Said described parcel of land contains 75,000 Square Feet or 1.722 Acres, more or less (±) and is subject to any rights-of-way or other easements of record or as now existing on said described parcel of land.

Section 2. The boundaries of the pertinent zoning districts as shown on the official zoning map are hereby changed so as to accomplish the above-described zoning changes, and the Mayor and City Clerk are hereby authorized and directed to sign

and attest an entry which shall be made on the official zoning map to reflect this change.

Section 3. This ordinance shall become effective five (5) days after its final publication as provided by the Greeley City Charter.

PASSED AND ADOPTED, SIGNED AND APPROVED, THIS _____ DAY OF _____, 2023.

ATTEST:

THE CITY OF GREELEY

City Clerk

Mayor

Item No. 11.

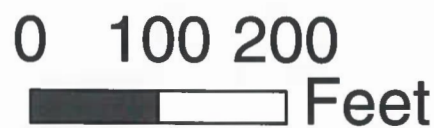
Zoning Vicinity Map 1603, 1611, 1613, and 1619 7th Avenue Rezone



ZON2022-0008

Legend

- Structure
- FEATURE_SUBTYPE**
- Water Body
- Weld Parcels
- Road Centerline
- Roads



PLANNING COMMISSION SUMMARY

ITEMS: Rezone property from R-H (Residential High Density) to MU-H (Mixed-Use High Intensity)

FILE NUMBER: ZON2022-0008

PROJECT: 1603, 1611, 1613, and 1619 7th Avenue Rezone

LOCATION: 1603, 1611, 1613, and 1619 7th Avenue

APPLICANTS: Jeff and Kelly Cook

CASE PLANNER: Darrell Gesick, Planner III

PLANNING COMMISSION HEARING DATE: December 13, 2022

PLANNING COMMISSION FUNCTION:

The Planning Commission shall consider the staff report, along with testimony and comments made by the applicant and the public and shall then make a recommendation to the City Council regarding the application in the form of a finding based on the review criteria in Section 24-204 of the Development Code.

EXECUTIVE SUMMARY

The City of Greeley is considering a request from Jeff and Kelly Cook to rezone 1.722 acres of land located at 1603, 1611, 1613, and 1619 7th Avenue from R-H (Residential High Density) to MU-H (Mixed-Use High Intensity) zone district (see Attachments A, C, and D).

A. REQUEST

The applicants are requesting approval of a rezone (see Attachment C).

B. STAFF RECOMMENDATION

Approval

C. LOCATION

Abutting Zoning:

North: C-H (Commercial High Intensity)
 South: R-H (Residential High Density)
 East: R-H (Residential High Density)
 West: C-H (Commercial High Intensity)

Surrounding Land Uses:

North: 16th Street/Coffee Shop/Residential
 South: Residential
 East: 7th Avenue/Residential
 West: Commercial/Residential

Site Characteristics:

The site consists of a former church use, residential lot, and two lots that are undeveloped dirt area that was used for parking by the former church user. The property is relatively flat land and has a large, landscaped parkway area with some street trees along both 7th Avenue and 16th Street.

D. BACKGROUND

The subject site was developed in the 1920’s. From the 1920’s until recently the subject site was used as a church, with one single-family dwelling on a lot to the south. Recently, the applicants purchased the property from the church and intends to develop the site with a variety of uses that would serve the surrounding neighborhood.

E. APPROVAL CRITERIA

Development Code Section 24-204 Rezoning Procedures

The review criteria found in Section 24-204(b) of the Development Code shall be used to evaluate the zoning amendment application.

1. The proposal is in accordance with the goals and objectives of the Comprehensive Plan and any other plan, policy or guidance adopted pursuant to that plan.

The Imagine Greeley Comprehensive Plan’s Land Use Guidance Map designates the subject property as a Mixed-Use area. Supported uses include residential, commercial, office, retail, personal service, and institutional. A mix of uses, either vertical or across multiple sites, are encouraged.

Goal 4 – Prioritize Infill and Redevelopment

Objective GC-4.2 Reinvestment/Adaptive Reuse - Encourage reinvestment in established areas of Greeley to maximize the use of existing public infrastructure. Support the use of creative strategies to revitalize vacant, blighted, or otherwise underutilized structures and buildings through adaptive reuse.

Objective GC-4.3 Infill Compatibility - Promote the use of site design and building architecture that is sympathetic to the surrounding area and enhances the desirable character and form of the neighborhood or area.

Staff Comment: This proposal is in accordance with Goal 4, Prioritize Infill and Redevelopment, of the Imagine Greeley Comprehensive Land Use Plan. The rezoning request for this site would encourage reinvestment of an existing structure that is using existing public infrastructure.

The proposal complies with this criterion.

Additionally, the following specific goals and objectives of the Imagine Greeley Comprehensive Plan support the proposed rezone:

Growth and City Form:

- GC-1.2 Form of Growth: Encourage compact urban form over sprawl development.
- CG-2.2 Jobs/Housing Balance: Support zoning and development patterns that expand opportunities for people who live in Greeley to also work in Greeley (and vice-versa).
- GC-2.3 Pedestrian and Bicycle-Oriented Development: Encourage development patterns that encourage walking and bicycling whenever possible – by locating employment, shopping, and other services within a quarter mile of residential areas.

Economic Health and Human Services:

- EH-2.4 Land Use: Promote land use decisions that support walkability and improve access to basic needs.
- EH-2.5 Walkability and “Bikability”: Plan and design neighborhoods so employment, schools, shopping, parks, transit, and other facilities are within a 10-minute safe walk of housing.
- EH-2.6 Built Environment: Encourage construction of built environments that support health and active living, such as mixed-use centers and neighborhoods, that support walkability and provide safe options for active transportation.

2. The proposal can fulfill the intent of the zoning district considering the relationship to surrounding areas.

Staff Comment: The proposed rezone would allow for more development options, which fulfills the intent of the proposed zoning district of MU-H and is consistent with other uses in the surrounding area. The mixed-use district encourages a mix of uses in a walkable setting that complements higher density areas. The surrounding area currently consists of residential, coffee shop, and restaurants. The applicant is proposing a multi-tenant use building that could range from personal service, such as, therapeutic massage, counseling, and hair salon. With more development options, there is more potential to provide services to the surrounding area.

The proposal complies with this criterion.

3. Whether the area changed, or is it changing to such a degree that it is in the public interest to rezone the subject property to encourage development or redevelopment of the area

Staff Comment: The majority of this area has been developed out for many years, which includes commercial and residential to the north, residential to the east and south, and commercial and residential to the west. Recently, a multi-family project developed to the northwest of the subject site.

Under the current zoning, which limits uses to high density residential uses, would limit redevelopment opportunities for the sites. Typically, only single-family, two-family, and multi-family uses, with a few very low intensities commercial uses, would be allowed in the R-H zone district. The proposed MU-H zone district would allow for more flexibility in development options, including a variety of uses, such as, residential, assembly, food and beverage, lodging, personal services, and retail. Planning staff concludes that it is in the public's interest to rezone the subject site to allow for more options.

The proposal complies with this criterion.

4. Whether the existing zoning been in place for a substantial time without development, and if this indicates the existing zoning is inappropriate given development trends in the vicinity.

Staff Comment: The existing zoning has been in place since the 1920's, with the church being built in 1920. The existing zoning is not necessarily inappropriate; however, most of the uses the applicant has proposed for the site tend to be allowed in the C-L zone. Instead of rezoning to a traditional commercial zoning district, where some uses could be impactful to the surrounding residential uses, it would be more appropriate to rezone to the proposed MU-H zone, where service type uses could be provided. Rezoning the site would provide more development opportunities.

The proposal complies with this criterion.

5. The proposed zoning will enable development in character with existing or anticipated development in the area considering the design of streets, civic spaces and other open space; the pattern, scale and format of buildings and sites; and the compatibility and transitions with other complimentary uses and development.

Staff Comment: The proposed rezoning would provide complementary development options to the surrounding zoning and existing uses by creating a reasonable transition between residential and higher intensity commercial uses to the west.

The proposal complies with this criterion.

6. The City or other agencies have the ability to provide services or facilities that may be necessary for anticipated uses in the proposed district.

Staff Comment: The subject site is served by the City of Greeley. Any proposed development or redevelopment of the subject site would be reviewed for compliance with City standards and improvement to infrastructure

may be required at that time. Additional information regarding City services can be found in this report in Sections F, G, and H.

The proposal complies with this criterion.

- 7. The change will serve a community need, provide an amenity or accommodate development that is not possible under the current zoning or that was not anticipated at the time of the initial zoning of the property, making the proposed zoning more appropriate than the current zoning.**

Staff Comment: The proposed rezoning would allow more development options if the site were rezoned to MU-H, allowing for more potential services for the community, making the rezone more appropriate than the current zoning district.

The proposal complies with this criterion.

- 8. Any reasonably anticipated negative impacts on the area or adjacent property either are mitigated by sound planning, design and engineering practices or are outweighed by broader public benefits to the surrounding community.**

Staff Comment: Any reasonably anticipated negative impacts on this area resulting from this rezoning would be mitigated as part of the development review process by the consistent enforcement of Municipal Code and Development Code requirements regarding landscaping buffers, architectural features, setbacks, and other relevant codes and policies. A conceptual traffic study and drainage report were provided with this application, and the final drainage and traffic needs would be further evaluated at the time of site plan or plat, as necessary.

The proposal complies with this criterion.

- 9. The recommendations of professional staff or advisory review bodies.**

Staff Comment: City staff recommends approval of this rezoning request.

F. SITE CHARACTERISTICS

1. SUBDIVISION HISTORY

The property is currently platted as part of the Arlington Heights Subdivision, which was done in 1887. The applicant has indicated that they would combine all the lots into one large lot in the near future through a minor subdivision process. Minor subdivisions are reviewed and approved administratively by City staff.

2. HAZARDS

Staff is unaware of any potential hazards that presently exist on the subject site.

3. WILDLIFE

The subject site is not located in an area identified for moderate or high wildlife impacts. There are no known impacts that would occur to wildlife if the site were rezoned.

4. FLOODPLAIN

The proposed rezone is not located within the 100-year floodplain or floodway, according to the adopted Federal Emergency Management Administration (FEMA) flood data.

5. DRAINAGE AND EROSION

This rezone will not affect the existing drainage for the site. Any proposed development of the site would require the documentation and review by City staff of all drainage, detention, water quality, and erosion mitigation as a condition of the development of the site.

6. TRANSPORTATION

The City's Transportation Planner and Engineering Development Review staff have reviewed the traffic impact analysis with the proposed concept plan and found that additional traffic would not create a significant impact on existing roadway systems.

No additional improvements were warranted based on projected traffic. Further analysis would be conducted at time of site plan review once exact layouts and densities are confirmed.

G. SERVICES

1. WATER

Current water services adequately serve the subject property with additional capacity available if needed.

2. SANITATION SEWER

Current sewer services adequately serve the subject property with additional capacity available if needed.

3. EMERGENCY SERVICES

Emergency services are available and can adequately serve the subject property.

4. PARKS/OPEN SPACES

No public parks or public open space areas are proposed with this request and the request would not create any private parks or open space. The proposed rezone should have little to no impact on parks or open space in the community.

5. SCHOOLS

No schools are proposed or located within the site.

H. NEIGHBORHOOD IMPACTS

1. VISUAL

No visual impacts are anticipated with the rezone request. Any development plan application for the property would be reviewed for compliance with the City's Development Code requirements regarding visual impacts.

2. NOISE

No noise impacts are anticipated with the rezone request. Any potential noise created by future development will be regulated by the Municipal Code.

I. PUBLIC NOTICE AND COMMENT

Neighborhood notices for this meeting were mailed to surrounding property owners on November 14, 2022, per Development Code requirements. A sign was also posted on the site on November 14, 2022. The public hearing notice was placed on the City of Greeley's website on November 14, 2022.

J. MINERAL ESTATE OWNER NOTIFICATION

Mineral notice is not required for a rezone request.

K. PLANNING COMMISSION RECOMMENDED MOTION

Approval (Staff recommendation) -

Based on the application received and the preceding analysis, the Planning Commission finds that the proposed rezoning from R-H (Residential High Density) Zone District to the MU-H (Mixed-Use High Intensity) Zone District **meets** the Development Code criteria, Sections 24-204 and therefore, recommends approval of the rezone to the City Council.

Denial-

Based on the application received and the preceding analysis, the Planning Commission finds that the proposed rezoning from R-H (Residential High Density) Zone District to the MU-H (Mixed-Use High Intensity) Zone District **does not** meet the Development Code criteria, Sections 24-204 and therefore, recommends denial of the rezone to the City Council.

ATTACHMENTS

Attachment A – Zoning & Vicinity Map

Attachment B – Photo Aerial Map

Attachment C – Project Narrative

Attachment D – Rezone Boundary Map

Attachment E – Site Analysis Map

Attachment F – Zoning Suitability Map

Attachment G – Neighborhood Notification Boundary Map

Item No. 11.

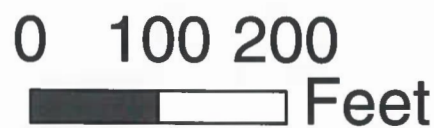
Zoning Vicinity Map 1603, 1611, 1613, and 1619 7th Avenue Rezone



ZON2022-0008

Legend

- Structure
- FEATURE_SUBTYPE**
- Water Body
- Weld Parcels
- Road Centerline
- Roads







Item No. 11.

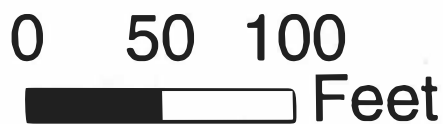
Photo Aerial Map 1603, 1611, 1613, and 1619 7th Avenue Rezone



ZON2022-0008

Legend

-  Road Centerline
- FEATURE_SUBTYPE**
-  Water Body
-  Weld Parcels
-  Origin Cache Mask



Item No. 11.

Rezoning Request for the Ambry Building
Lots 1,2,3,4,5,6,7,8,9,10
1603, 1611, 1613, 1619 7th Avenue 716 16th Street 80631
Arlington Heights subdivision
City of Greeley, County of Weld, State of Colorado
1.09 Acres
Project Number ZON2022-xxxx

July 11, 2022

Submitted by Jeff Cook and Kelly Langley Cook
Surveying by King Surveyors
Civil Engineering by Permits & Engineering Co.

Rezoning Request for the Ambry Building
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 1.09 Acres
 ZON2022-XXXX

Table of Contents

2	Request abstract
3	Existing Conditions and Site Analysis Map
4	Zoning Suitability Map
5	Project Boundary Map
6	Full legal description of project boundary (in word document)
7	General Layout <ul style="list-style-type: none"> - Arrangement and Character of streets and open spaces - Anticipated scale, intensity, and character of the proposal - Public and community facilities
8	Phasing or Implementation Plan - Not Applicable At This Time
9	Detail Plans - Not Applicable At This Time
10	Project Narrative
	Additional documentation - Available if Requested

Rezoning Request for the Ambry Building
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1.09 Acres
ZON2022-XXXX

Request Abstract

We are requesting a rezoning of the property bloc 1603, 1611, 1613, 1619 7th Avenue 716 16th Street from residential to mixed use. The following documentation will explain the plan for use, phasing, environmental upgrade, neighborhood improvement plans, and the benefit to the city and community of the rezoning this property to mixed use.

Jeff and Kelly Cook

Residing at: 1215 18th Street, Greeley, Colorado 80631
DBA: Bad Plan LLC.

970-232-5898

970-576-6050

Jeff: whatisatlas@gmail.com

Kelly: kelly.langleycook@unco.edu

Rezoning Request for the Ambry Building
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See Attached Plan Set for Existing Conditions and Site Analysis Map

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See Attached Plan Set for Zoning Suitability Map

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See Attached Plan Set for Project Boundary Map

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1.09 Acres
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PROPERTY DESCRIPTION

A parcel of land, being inclusive of Lots 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10, Block 2 of Arlington Heights, recorded July 15, 1887 in Book 2 at Page 19 as Reception No. 25765 of the Records of Weld County, and a portion of 16th Street Right of Way, 7th Avenue Right of Way and 20' Alley Right of Way, located in the Southwest Quarter of Section 8, Township Five North (T.5N.), Range Sixty-five West (R.65W.) of the Sixth Principal Meridian (6th P.M.), City of Greeley, County of Weld, State of Colorado and being more particularly described as follows:
BEGINNING at the Southeast corner of said Lot 10 of Block 2, Arlington Heights and assuming the East line of said Block 2 of Arlington Heights as bearing South 00°02'24" East being a Grid Bearing East being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/2011, with all other bearings contained herein relative thereto;
THENCE South 89°57'36" West along the South line of said Lot 10 a distance of 200.00 feet to the West along the South line of said Lot 10 a distance of 200.00 feet to the centerline of said 20' Alley Right of Way; THENCE North 00°02'24" West along said centerline a distance of 300.00 feet to the centerline of West along said centerline a distance of 300.00 feet to the centerline of said 16th Street, 100' Right of Way; THENCE North 89°57'36" East along said centerline a distance of 250.00 feet to the centerline of East along said centerline a distance of 250.00 feet to the centerline of said 7th Avenue, 100' Right of Way; THENCE South 00°02'24" East along said centerline a distance of 300.00 feet to the extended line of East along said centerline a distance of 300.00 feet to the extended line of the South line of said Lot 10; THENCE South 89°57'36" West along said line a distance of 50.00 feet to the POINT OF BEGINNING. West along said line a distance of 50.00 feet to the POINT OF BEGINNING.

Said described parcel of land contains 75,000 Square Feet or 1.722 Acres, more or less (±) and is subject to any rights-of-way or other easements of record or as now existing on said described parcel of land.

See Attached FULL LEGAL DESCRIPTION OF PROJECT BOUNDARIES (Word doc)

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See Attached Plan Set for General Layout Plan

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PHASING IMPLEMENTATION PLAN
NOT APPLICABLE AT THIS TIME

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DETAIL PLANS
NOT APPLICABLE AT THIS TIME

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ZON2022-XXXX

THE AMBRY

Narrative Prospectus:

Jeff: In 1994 I set off for college. Everything I owned was sandwiched in a small blue Hyundai and as I entered town the first place I stopped was Margie's Java Joint. This was my first experience of Greeley, Colorado.

Since that moment, most of the last 30 years of my life has revolved around the rhythms on 16th Street. From doing schoolwork at the coffee shop and throwing performances on Central campus, to graduating and renovating the Beetle (now the "Taste of Philly"), to starting the Block Party, seeing it grow and move downtown, to teaching philosophy for 15 years at UNC. Kelly and I first met and were married in our neighborhood, and in Cranford we bought a house that we built into a home with our two kids.

Kelly: When Jeff was in graduate school it seemed like we drove to Greeley every weekend. Denver was a big adventure, but Greeley was home. We moved back as quickly as we could. In 2003, I started teaching at Frontier Academy. We joined a tiny church, we bought our first home, our kids were born at NCMC, we bought a second home closer to downtown so we could walk the campus and Glenmere Park. Now our coffee dates are at Margie's and the Blue Mug (and John Galt, of course!), and our nights out at the Rio. We take all of our friends to Patrick's when they come to town. We spend anniversaries going to the Greeley Phil. Birthdays in our house mean a special trip to the Nerd Store and Blush Boutique. We don't just want to reside in Greeley, we want to be a part of Greeley. When we bought the Atlas building it began our life-long love of restoring what was broken and abandoned and making it into the type of Greeley we had seen and known all along. Fifteen years later you can enter the Atlas at any time and you will find it packed with friends catching up over coffee, students studying late in to the night, a quinceñera and someone on a zoom meeting... all at the same time!

Jeff: Our neighborhood has been the hub of my closest relationships. The community grounded in the Atlas Theater has been a source of life for me and for our area. We have always had as our central calling an investment in (what we affectionately call) "16th Street Culture". In 2008, we took an old mechanic's garage that had been cast off by a Denver based investor and we made it one of the more beautiful spaces in our city.

In the Theater, we have watched friends envision and launch businesses like Luna's, John Galt Coffee Company, the Maddie and the Moxi. In our spaces we have celebrated weddings, high holy days, first birthdays, 40th anniversaries and the funerals of those we have lost. We have housed a church that for many years has been a stabilizing point on the east side of 8th, and in the Theater we continue to create a hub for our city's amazing artists. From gallery shows to regular jazz music to

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local theater productions, ours is a space of artists and we would like the life seen in the Atlas Theater to begin to spread to the rest of the corridor we love.

Kelly: Among the many community events at the Atlas, we've hosted town hall meetings, "coffee with a cop," fundraisers for schools, the District 6 gallery hop, first Friday art openings, fundraisers for Alzheimer's research, UNC concerts of every variety and fourteen Indie Arts Winter Markets. Thousands of folks have found and built lasting community through the Atlas theater. We even hung in there through COVID and the yearlong renovation of our street with no awards of public monies despite the fact our business is getting lots of people packed in the same room to hug and celebrate life. Since the reopening of our state, our primary question has been: "How do we contribute to the vibrant, growing, artist-driven improvements to the town that we love?" When the owner of the church on 7th Ave and 16th asked if we were interested in purchasing the property we jumped.

Jeff and Kelly:

We have changed the name of the space to **The Ambry**, and we believe it will be one of the most desirable spaces for housing a small business in our city.

Three years ago Charlotte and Dell Stolte, stewards of the church on 7th, died and much of the life they brought to their space passed with them. Last year, the remaining church leadership found they could no longer afford the space, had in fact allowed the space to fall into neglect and disrepair, and offered the property to us. We purchased it with great hope in its possibilities. We believe The Ambry is one of the most beautiful buildings in our city. Built in 1920, it has housed and loved the people of East Greeley, fed thousands and stands as the first impression of many driving into Greeley on 16th toward Downtown and the University.

But The Ambry has not been loved in return for many years. For those who live nearby, the space is known for being either empty and in ill-repair, a lot for cars and garbage, or an unsafe place of unsavory activities. We will change this. The Cook family is energized and ready to make major investments in this property that will not only support our work across the street, but The Ambry will be a true gateway for the wonderful homes to the south and all the future potential we see commercially to the north on 7th Avenue.

Proposed usage and vision

The Ambry building will maintain its original aesthetic and exterior features, but we will transform the interior into a home for small local businesses and a co-working spaces, housing upward of 12 independent designers, artists, and contractors. The goal is for the Ambry to become a multi-use, symbiotic space with positive impact on the surrounding businesses and residential neighbors. It will provide overlapping services such as therapeutic massage, counseling and hair styling as well as quiet tailored workspaces for Greeley's arts workforce.

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All the historic elements of the Ambry building will be kept intact. Much needed updates will be done within (upgrades to electric, plumbing, solar and HVAC) as well as accessibility (ramp for wheel chair access) and necessary upgrades to fire safety. But we also see the large lot to the south as a canvas. We will fill it with trees and vines and showcase how the rest of Greeley can accommodate cars while at the same time making their parking spaces beautiful.

Market for the proposed project

The market for the Ambry is two-fold. The Ambry will house small offices in the main Cathedral space and basement and small businesses in the annex and former parsonage. We have pre-rental agreements with EK salon (hair), The Lavender Archive (tattoo), Earth Roots Massage Therapy, Mirasol Collective (natural healing arts), Around the Circle Coaching (counseling) and the Serpentine Lines Design Company (furniture restoration). We envision the businesses we add not only having similar hearts but working in over lapping ways. In short, we want to create the types of spaces where we would want to go to work and the types of businesses we would want to enjoy next to our coffee shop.

This building will be a dynamic space, built to modify over the years. The plan for the coworking space is being developed with input from current contractors in Greeley who do website design and computer programming. Using their needs as a guide (quiet single workspace, places to hold small meetings, a sound proof booth for Zoom meetings, and yet a shared community) we are creating spaces within The Ambry. As different business owners work with us, we will “retool” overtime to meet their needs and adapt to the future of our economy.

Thanks to the variety of businesses, we anticipate The Ambry will draw a large and diverse cross-section of folks from across Northern Colorado. We anticipate that patrons of all ages, genders, socio-economic and cultural backgrounds will access the retail and service spaces. For the Co-working space we feel this demographic is exactly the same as the folks the Maddie projects are hoping to attract: Professionals and entrepreneurs ages 25-50.

Our projected numbers for the project have our rents at below market value in order to attract and support business upstarts, but we have a significant cushion in order to ensure we can pay the mortgage, utilities, and upkeep costs. Renting multiple spaces to multiple types of business owners allows us to have variety and flexibility, as well as steady income to achieve all our goals.

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Narrative on Greeley Development Code (October 1, 2021 by goudlevans)

We have reviewed the Greeley Development Code (GDC) and our plans for The Ambry (1603, 1611, 1613, 1619 7th Avenue and 716 16th Street - here after referred to as “The Ambry”) meet or exceed compliance in all areas for development of our project. Along with the plans created by P & E we would like to submit the following highlights to our commitment to that plan and the further development of Greeley under the vision of city planners:

Further development of The Ambry (meets all rules of construction (GCD 24-102 a. 1-10). Furthermore we believe the businesses within The Ambry will solve issues of public health, safety, and welfare (GCD 24-102 b.) as the previous owners’ care and keep of the building and adjoining lots created several problems for the city and surrounding community as detailed below.

The Ambry is currently non-conforming but we will bring it up to date on several civil codes such as handicap accessibility, fire safety, water retention and drainage on the property. Under the “Rules of construction” (GCD 24-105 g.1.) we request to update the building under the *benign nonconformity* usage clause. The plans demonstrate that not only will the updates to The Ambry have no “negative effect on the long-term development within the district,” they are indeed “compatible with the intent and design objective for future development in the immediate surroundings.” Two examples of this are the need for better parking for the entire neighborhood which will be done at our expense using environmentally sound parking lot materials (GCD 24-207 b.3.b) as well as creating safer pedestrians walkways by clearly marking and lighting entrance and exits to the redesigned parking structure (GCD 24-207 b.2.a, GCD 24-207 b.2.b).

For the Minor Subdivision change The Ambry plans meet all review criteria (GCD 24-202 b. 1-7). In addition, The Ambry will enhance the neighborhood, community, and city in the following ways:

Minor Subdivision (GCD 24-202)

In accordance with GCD 24-202 b. 5. the current state of the Ambry does not conform to compatibility requirements to maintain the peace and autonomy of nearby property owners (GCD 24-202 b. 6). The previous owners let the parking lot fall into a state of deep disrepair which we believe harms the safety and value of surrounding homes. By improving the parking lot, landscaping, entrances and exits of this space, as well as a plan to build single family homes on the existing lots that match the current building standards and aesthetics of existing properties, The Ambry improvement plan will enhance the neighborhood and property values for surrounding owners or (GCD 24-501 a. 1-6*¹).

**** Our comments on the code are in bold.***

Review Criteria:

¹ Subpoint 7 is not applicable for this plan

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1. No new streets or other public land dedication is needed. If additional right-of-way for existing streets is included with a minor subdivision, acceptance of the dedication by City Council is required. *** Correct**
2. No significant increase in service requirements (utilities, schools, traffic control, streets, etc.) or impact on the ability to maintain existing service levels will result. *** Correct, in fact, we believe the new plan will actually help with traffic and parking congestion in the downtown area as well as create visibility and safer pedestrian and biking spaces. Furthermore, we are taking a residential building designed to host up to 700 people with a gravel parking lot and dropping both the occupancy of the building and improving the look and performance of the lot.**
3. The application does not alter the interpretation of any zoning district boundaries due to adjustments to any lots. ***No, we are requesting a change to zoning as well**
4. All resulting lots meet the legal standards of the subdivision regulations and applicable zoning districts. *** Correct**
5. The lot patterns meet all eligibility requirements for minor subdivisions, and are otherwise compatible with the surrounding area and any previously approved preliminary or final plat for the subject property. In determining compatibility, the size and dimension of lots, the layout and design of existing subdivisions and rights-of-way, the degree of change to the character and pattern of buildings, and potential impact on surrounding property shall be considered. *** Correct in addition, the changes and impact to surrounding property will be positive in so much as the changes to The Ambry will create safer and more aesthetically pleasing living and working spaces for all surrounding neighbors both commercial and residential. Additionally, the businesses and activity in The Ambry building will further the vision set by the DDA, Greeley Arts District and Downtown Greeley Business District. By shifting from what has been a near abandoned and heavily neglected building over the past decade into a vibrant space for small business created by underrepresented communities as well as workspaces for designers and artisans, The Ambry is in perfect alignment with the goals of downtown development.**
6. No other significant issues exist with potential development enabled by the plat that could impact planning policies in the area or adjacent property owners. ***Correct, see above. All anticipated changes are positive for property owners and folks who utilize neighborhood spaces and services of all kinds.**

One should think of our commercial work having a symbiotic relationship with the neighborhood we love east of 8th and the Maddie Buildings. One might think of it in the same light as a commercial space in the Stapleton

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neighborhood in Denver or St Michael's out west. The Ambry will likewise enhance everything we presently do at the Atlas Theater.

Rezoning (GCD 24-204)

The present zoning seems a strange clerical error. The Ambry is not a residence. It is a 13,000 square foot building with 80 parking spots, squarely housed downtown. To the North across 16th Street all zoning is high commercial and across the alley *on the same block* to the west is high commercial zoning along 8th. The Ambry sits on one of few commercial arteries running through the center of Greeley. When changed, the Ambry will not be a strange outlier in the middle of residential housing; it will elevate the commercial space presently there and make it better.

The rezoning we propose is not only in line with neighborhood standards and precedent, we believe it will improve the lives and spaces of all surrounding business owners and residents.

Review Criteria

1. The proposal is in accordance with the goals and objectives of the Comprehensive Plan and any other plan, policy or guidance adopted pursuant to that plan. * **Correct**

- 2 The proposal can fulfill the intent of the zoning district considering the relationship to surrounding areas. * **Correct, as stated above, the surrounding area is commercial, and the building (established in 1920) is designed to host hundreds of people at a time. The proposed usage of the Ambry as a co-working space along with small retail stores and services (massage therapy, hair salon, etc.) strikes a fine balance for everyone involved. The owners of the Ambry are able to invest in business owners who need small, affordable spaces to do work vital to the community, the other business owners on the surrounding blocks (Romas, the Maddie, Daruma, Sammie's Chicken, John Galt Coffee, etc.) will see more draw to their businesses as patrons take advantage of what the region has to offer. New patrons will be drawn to East Greeley and the downtown corridor through this opening as they come to patronize their favorite businesses. Folks in the new apartment buildings built by the Maddie, as well as homeowners and other renters in the area will not only enjoy new work spaces but will also see an enhancement in safety as an occupied, well-lit and well maintained building and parking lot will make walking and living safer. Lastly, because the occupancy is minimal (small office spaces, single owner retail shops) the traffic and congestion will be minimal, and we do not anticipate homeowners will see a marked increase in traffic.**

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3. Whether the area changed, or is it changing to such a degree that it is in the public interest to rezone the subject property to encourage development or redevelopment of the area *** Correct. Before the remodel and opening of the Atlas, Roma was the only regional business on our side of the 16th street and 8th avenue intersection that was able to sustain a meaningful presence for the past two decades. Because of the work of the City paired with the Atlas improvements, investors like the Maddie (and soon, Sammie's Chicken) have seen more potential on this street. We are helping to build a safer, lovelier, more enjoyable space that matches the needs of our growing city and encouraging communal life to the East.**

- 4 Whether the existing zoning has been in place for a substantial time without development, and if this indicates the existing zoning is inappropriate given development trends in the vicinity. *** Correct. Once again it is our contention that the zoning is inaccurate for the usage of a space like ours and the precedent set by surrounding businesses for some time.**

5. The proposed zoning will enable development in character with existing or anticipated development in the area considering the design of streets, civic spaces and other open space; the pattern, scale and format of buildings and sites; and the compatibility and transitions with other complimentary uses and development. *** Correct, see above**

6. The City or other agencies have the ability to provide services or facilities that may be necessary for anticipated uses in the proposed district. *** Correct.**

7. The change will serve a community need, provide an amenity or accommodate development that is not possible under the current zoning or that was not anticipated at the time of the initial zoning of the property, making the proposed zoning more appropriate than the current zoning. *** Correct we have already been very compliant with city needs (even at the expense of our lawn and landscaping as the city is currently installing fiber and the trucks that drive up on the grass have ruined the lawn and broken parts of the newly install sprinkler system). From the slowdown/ shutdown of our other business for weeks at a time as the utilities and streets were being improved for the Maddie to this current inconvenience we have demonstrated a self-sacrificial posture and have not failed to work with the city to serve the greater good.**

8. Any reasonably anticipated negative impacts on the area or adjacent property either are mitigated by sound planning, design and engineering practices or are outweighed by broader public benefits to the surrounding community. *** Correct, indeed, the property in it's current state (as left by previous owners) is a blight on our neighborhood. We are taking the**

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time and personal expense to assure that not only is The Ambry a benefit, but one of the most desirable spaces to do business in Northern Colorado.

- 9. The recommendations of professional staff or advisory review bodies.
*** Correct**

Site plan (GCD 24-207)

With the reemergence of Romas, the fantastic success of the Atlas Theater and the addition of the Maddie, as well as all the other empty spaces coming to life along 8th, the corner of 7th and 16th is a space of immense importance. It is a gateway to arguably the most undervalued commercial spaces in Greeley along 7th Ave to the North, and the beautiful homes that line 7th Ave to the south. Changing this one intersection with life will have major effects in both directions bringing economic value and potential to an underutilized artery.

Review Criteria:

- 1. The alternative shall not alter any use standard, and deviation from any dimension or quantity standard shall be limited to 10%, except where specific sections authorize greater deviations. The Redevelopment Area established in Section 24-1007, shall not be limited in the extent of alternative compliance that may be considered.

***Correct**

- 2. The alternative shall be based on specific conditions of the site that make the applicable standard impractical, or where compliance with the standard would not clearly advance the intent and design objective of the standard. ***Correct. As stated before, the current state of The Ambry and surrounding properties does not meet the standards or potential of the existing neighborhood. It has been an undesirable eyesore. The changes proposed will enhance the intent and design objective of this standard by creating better living, working, and traveling spaces as well as an aesthetic upgrade which will further open East Greeley and folks arriving into Greeley via HWY 85 into through this corollary.**

Review Criteria.

In general, any site plan in compliance with all applicable standards of this code shall be approved. In making a determination of compliance with the standards applied to particular site, or exercising any discretion under the standards, a site plan shall be reviewed according to the following criteria:

- 1. **Generally.**
(a) The plan meets all applicable standards or the criteria for any discretionary approvals. *** Correct**

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(b) The plan does not substantially undermine any goals or objectives of the Comprehensive Plan that are applicable to the area or to the specific project. *** Correct. This plan will enhance the goals and objectives of the comprehensive plan and the development plans being made by the City of Greeley to create better pedestrian access and over-all safety to the downtown area. We hope our project is an extra infusion of energy for the great work already started.**

(c) The plan does not present any other apparent risks to the public health, safety or welfare of the community. *** Correct. Again, the building in it's present condition as left by previous owners allows for risks to public health and safety. Our plans will help to mitigate those risks.**

2. Site Design and Engineering.

(a) The plan provides safe access and internal circulation considering the site, the block and other surrounding connections, and appropriately balances vehicle, bicycle and pedestrian needs for the context. *** Correct**

(b) The plan provides or has existing capacity for utilities and other required improvements to serve the proposed development. *** Correct**

(c) The plan provides adequate management of storm water runoff. *** Correct**

(d) The plan provides proper grading considering prevailing grades and the relationship to adjacent sites. *** Correct**

3. Landscape and Open Space Design.

(a) The plan creates an attractive aesthetic environment and improves relationships to the streetscape or other nearby public, civic or common spaces. *** Correct. We are working with local legend Jerry Nelson to design sustainable and Colorado specific landscapes that will enhance 16th street and the entire neighborhood. As said above, our parking lot is one of the few blank canvases in our area. If you have seen what Jeff has done with the back of the Atlas Theater, do not be surprised when we make this parking space the bar by which future developments ought to be judged both for beauty and environmental regard.**

(b) The plan enhances the environmental and ecological functions of un-built portions of the site, and makes effective use and conservation of water resources. *** Correct, The Ambry parking lot design allows water to drain back through the ground. Eliminating**

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the use of asphalt when ever possible and reducing summertime temperatures is a highlight of our process! We will plant no less than 20 trees on our lot, and mark parking spaces with vegetation, grape vines and rocks instead of spray paint.

(c) The plan reduces the exposure and adverse impact of more intense activities or components of the site or building on the streetscape and on adjacent properties. *** Correct. Upon execution our plan will create safer physical spaces on site and in the surrounding area.**

In addition to the required review criteria, we have created our plan to enhance the community in the following ways:

Residential Development Standards (GCD 24-501), Non Residential Development standards (GCD 24-601) such as frontage design, landscaping, parking, exterior lighting, and (GCD) Access and Parking Standards.

The Ambry Plan demonstrates full compliance with each of these sections. In addition, here are some highlights from each of these sections in which the Ambry plan will enhance living standards for the neighborhood:

GCD 24-5 – Residential Development Standards

Intent and Applicability

In so much as The Ambry property is situated within a mix usage space we want to honor all residential needs as if we lived next door! Therefore our plan is designed to “improve the appearance and livability of the neighborhood using good civic design and reinforce the distinct character of the existing neighborhood” (GCD 24-501 a.1.) Additionally, we will design and maintain a more walkable streetscape and sidewalk area along with the regular maintenance of shade-producing trees (note we have been caring for these trees by having trimmed and sprayed for over a year at our expense even before we owned the building because we know that health trees are a public good) (GCD 24-501 a.3.). Lastly, we will “promote lasting and sustained investment in neighborhoods with quality design” by improving on the property in high quality and sustainable ways (GCD 24-501 a.7).

The Frontage Design will enhance the neighborhood image, coordinate with the streetscape and current investment in lighting and improvement by the city (GCD 24-503 1. a., GCD 24-504 1.b.) As well as “provide livable outdoor spaces that activate the streetscape (and)... reinforce neighborhood character... (GCD 24-503 1.f., GCD 24-503 1.g.).

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The plan specifically the front of building landscaping will implement natural features with “aesthetic and ecological value” and serve a civic space for informal public outdoor seating and gathering (GCD 24-504 a.1, GCD 24-504 a.2, GCD 24-504 a.7.)

GCD 24-6 – Nonresidential Development Standards

Intent and Applicability

The Nonresidential Development Standards have the following intent:

1. Promote good civic design and improve the appearance and vibrancy of commercial districts, employment centers, civic spaces, and other public places. **** Correct. At present The Ambry building has the potential to create and enhance a vibrant commercial district that marries well with the surrounding businesses and residential area. Our proposed plan will move this from potential to reality.***
2. Design and locate open spaces as an extension of the public realm, and emphasize the different contexts of places throughout the City. **** Correct. Because the space will serve the Wedding and Events of the Atlas Theater, we will spend heavily on exterior improvements, making the building and parking area an backdrop for photographs. This will not only serve our guests, but elevate our entire area East of 7th with beauty.***
3. Improve the accessibility of centers and districts throughout the City by arranging development within multi-modal networks, and coordinating site access and internal circulation systems with these networks. **** Correct. Currently this end of the city is at best dead and at worst, dangerous. We are a perfect path to businesses on 16th street and 8th avenue for folks traveling by car, bike, or on foot. Furthermore, the folks the Ambry will draw to the space to work or find services will find themselves more connected to the other amenities downtown Greeley has to offer.***
4. Use buildings to shape streetscapes and public spaces, and design building facades and lot frontages to relate to these spaces. **** Correct. See notes above on landscaping and other improvements.***
5. Refine the design, scale, and details of buildings based on the relationship to the public realm and make distinctions in design based on the context of development. **** Correct.***
6. Improve the value of places, strengthen the economic potential of commercial districts and employment centers, and promote lasting and sustained investment in nonresidential development through good design. **** Correct. We bring calm and economic stability to an area that has been unsafe. Having a multi-use building with committed small companies and independent***

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contractors utilizing the space is an ideal use of this beautiful building and will be a boon to the community.

GCD 24-6 Access and Parking

Although there is currently a flat dirt lot that has been used for parking, to call this area a parking lot is a bit of a stretch. It is not marked, not finished, and poorly lit. By creating clear entry and exit points, well marked and well lit parking spaces, and safe access to surrounding businesses, our parking plan we will take a “junk lot” and instead create additional parking spaces for the use of our businesses and open to public parking (GDC 24-701 b. 2.) resurface the area using environmentally friendly technologies that also meet the space and access requirements (GDC 24 701 b.4).

We will also provide bicycle parking and handicap ramp access to a space that has previously lacked these accommodations (GDC 24-703. d., GDC 24 703 e.). Lastly, our plan utilizes all parking landscaping guidelines in order to ensure environmental sustainability and regulations (GDC 24 704 a.).

GC 24-801 Landscape Standards

A goal both personal and corporate for all businesses and properties owned by the Cook family is that of sustainability and commitment to local vegetation. In the Atlas building we use exclusively wind power for electricity. The Amby will be developed along the same ethic and standards.

Intent & Applicability

a. Intent. The intent of the landscape standards is to:

1. Protect natural landscapes, Greeley’s agriculture traditions, and “Tree City USA” designation to strengthen the City’s identity as growth occurs. ** Correct we will design and maintain a more walkable streetscape and sidewalk area along with the regular maintenance of shade-producing trees (note we have been caring for these trees by having trimmed and sprayed for over a year at our expense even before we owned the building because we know that health trees are a public good) (GCD 24-501 a.3.). Lastly, we will “promote lasting and sustained investment in neighborhoods with quality design” by improving on the property in high quality and sustainable ways (GCD 24-501 a.7).*

2. Improve City’s image and build value with a well-designed public realm, coordinating landscape design for streetscapes, open spaces, civic places. ** Correct, please see plan above.*

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3. Promote quality private investment that corresponds with investments in the public realm, and emphasize distinct areas throughout the City with natural landscape materials. **** Correct, please see plan above.***
4. Coordinate landscape and design amenities across multiple sites with special attention to the relationship of public and private frontages. **** Correct, please see plan above.***
5. Encourage site and landscape design that allows spaces to serve multiple aesthetic, screening, environmental, recreational, or social functions. **** Correct, please see plan above.***
6. Provide comfort, spatial definition, and visual interest to active spaces including streetscapes, walkways, civic spaces, parks, trails, or other similar outdoor gathering places. **** Correct, the overall development of the neighborhood and community is paramount to our plan, and much of this will be met in how we honor the exterior spaces.***
7. Conserve energy and limited resources through landscape design, and protect and integrate established natural amenities rather than plant or design new ones. **** Correct, please see plan above particularly as it pertains to tree maintenance and parking lot.***
8. Screen and mitigate the visual, noise, or other impacts of high-intensity areas of sites and buildings, or where the scale and pattern of development changes. **** Correct, we anticipate no visual, audio, or other neighborhood impacts of any kind.***
9. Implement the City's Landscape Policy Plan for Water Efficiency, conserve water, and shift to water-conscious landscape design that is regionally appropriate and specific to the arid Front Range climate. **** Correct, please see plan above particularly as it pertains to tree maintenance and parking lot.***

Project Timeline

Development Review and Opportunities to improve designs and/or coordinate with public and private investments.

This document is a large part of our review process, and we will use the notes and meetings created with this process to follow all city and state guidelines as well as take into consideration any requests by the DDA or city of Greeley that will better allow us to maintain and bolster the over-all vision for Greeley development. We have carefully studied the Greeley Comprehensive Plan and made significant changes to The Ambry project based on that document. We feel we meet or exceed every requirement and we hope to make our city and the neighborhood we have loved for three decades proud.

We welcome any suggestions for changes or collaboration from others, both public and private, making improvements to this community and we will continue to have an open door for further development and ideas in the future.

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At this time, we do not anticipate any community reviews or special public information necessary, but we are happy to add that to our process if the committee deems it necessary.

Conclusion

The Ambry project is a continuation of our love for this community and our desire to watch it grow in meaningful, connected, sustainable ways. Although the assignment of approval for shifting usage and zoning is a technical one, our hearts are too deeply invested to have this document merely reflect code requirements. The development of the code was certainly part of a desire that everyone who loves this community holds dear to be good stewards of this beautiful city. We hope that our plans reflect that intent, and we welcome your comments and feedback as we work through this process together.

Thank you for your time and consideration,

Jeff and Kelly Cook

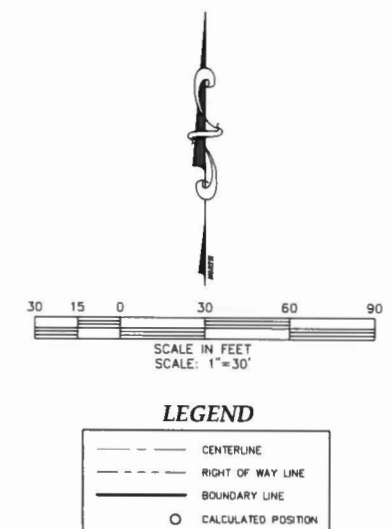
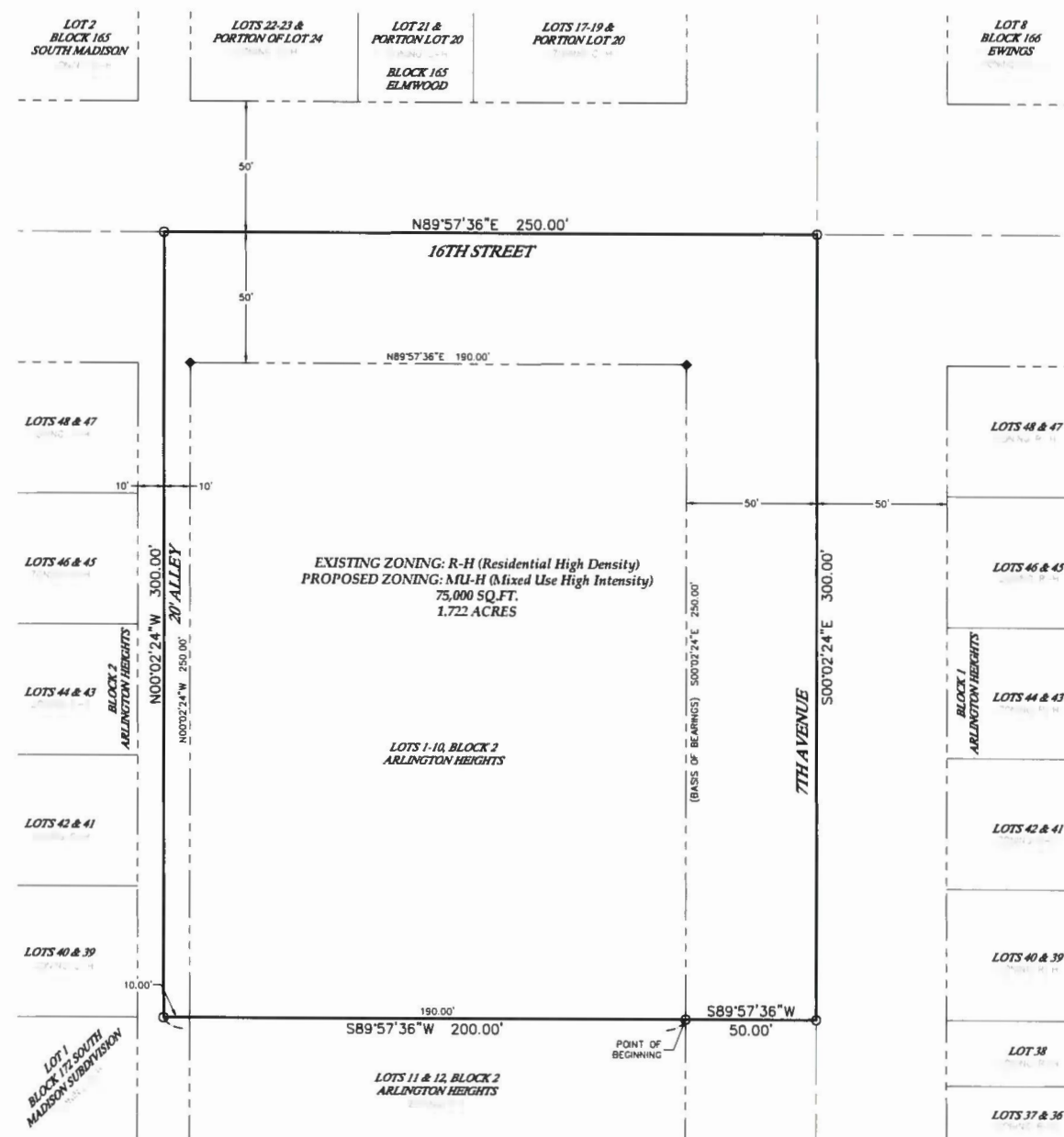
1603,1611,1613 & 1619 REZONING

Of Lots 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10, Block 2, Arlington Heights,
and a portion of 16th Street Right of Way, 7th Avenue Right of Way and 20' Alley Right of Way,
Situate in the Southwest Quarter of Section 8, Township 5 North, Range 65 West of the 6th P.M.,
City of Greeley, County of Weld, State of Colorado

1.722 Acres

Project Number: ZON2022-0008

PROJECT BOUNDARY MAP



DATE:	7/5/2022
FILE NAME:	20220183-RZN
SCALE:	1"=30'
DRAWN BY:	CSK
CHECKED BY:	PG

KING SURVEYORS
650 E. Garden Drive | Windsor, Colorado 80550
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REVISIONS:	DATE:

1603,1611,1613 & 1619 REZONING
FOR
JEFF COOK
716 16TH STREET
GREELEY, CO 80631

PROJECT #
20220183

PRELIMINARY

Paul B. Graves - On Behalf Of King Surveyors
Colorado Licensed Professional
Land Surveyor #38209

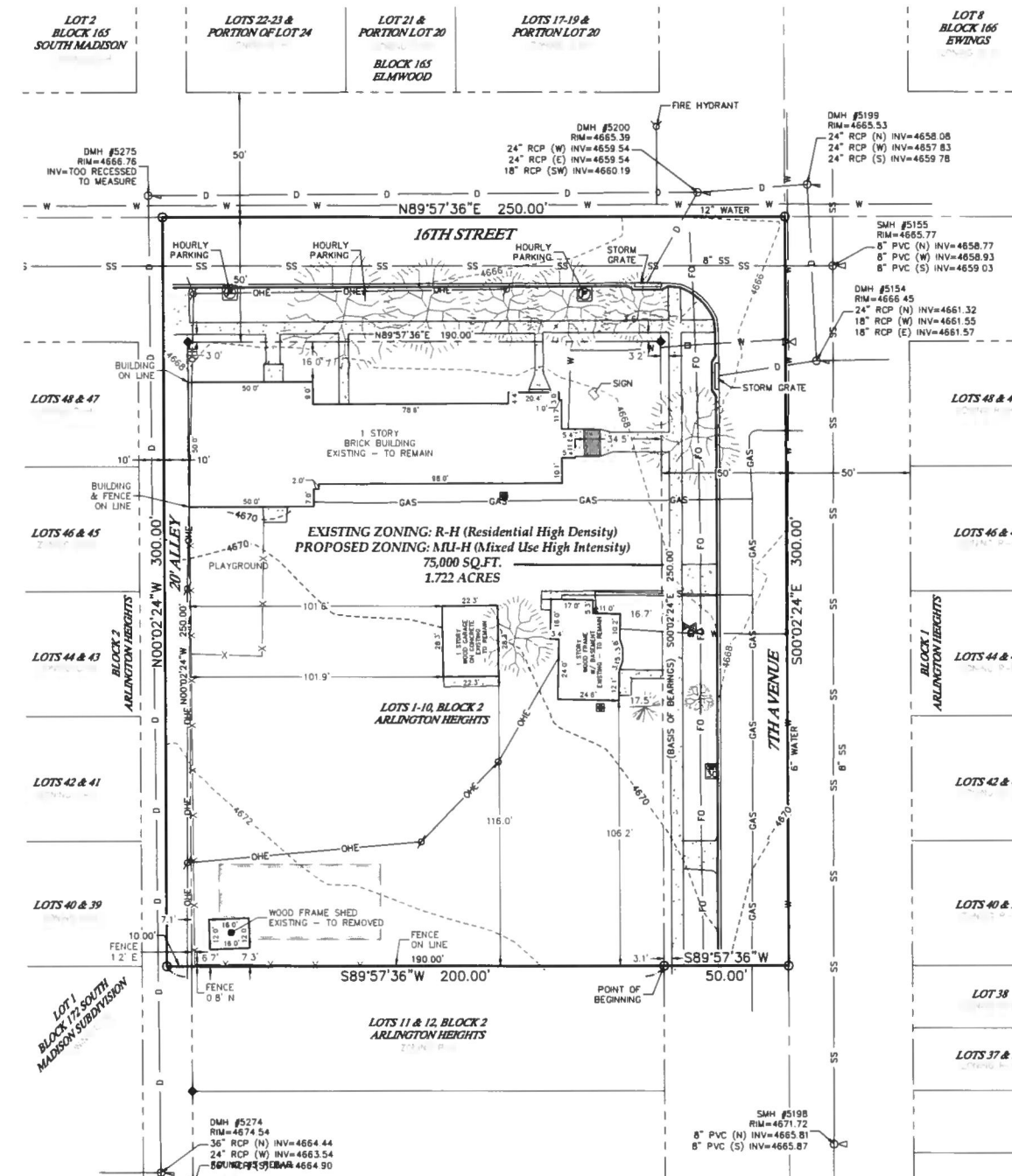
01/20/2018 1:00:12 PM 20220183-RZN.dwg, 30141, 8/19/2022 9:28:48 AM, 1:1

1603,1611,1613 & 1619 REZONING

Of Lots 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10, Block 2, Arlington Heights, and a portion of 16th Street Right of Way, 7th Avenue Right of Way and 20' Alley Right of Way, Situate in the Southwest Quarter of Section 8, Township 5 North, Range 65 West of the 6th P.M., City of Greeley, County of Weld, State of Colorado

1.722 Acres
Project Number: ZON2022-0008

EXISTING CONDITIONS MAP



NORTH arrow and graphical scale in feet (1"=30').

LEGEND

--- (dashed)	EDGE OF ASPHALT	■ (black square)	FOUND MONUMENT AS DESCRIBED	
- - - - - (dash-dot)	EDGE OF LANDSCAPING	◆ (black diamond)	FOUND #4 REBAR WITH ORANGE PLASTIC CAP LS 34995	
- - - - - (long dash)	FENCE LINE	● (black circle)	SET 24" OF #4 REBAR WITH A RED PLASTIC CAP STAMPED KS, LS 38105	
FO (dashed)	FIBER OPTIC LINE	■ (black square with cross)	AIR CONDITIONER UNIT	
-GAS- (dashed)	GAS LINE	⋈ (power pole symbol)	POWER POLE	
-W- (dashed)	WATER LINE	⋈ (triangle)	GAS METER	
-OHE- (dashed)	OVERHEAD POWER LINE	⋈ (square with cross)	IRRIGATION VALVE	
-D- (dashed)	DRAINAGE LINE	⋈ (square with cross)	WATER VALVE	
-SS- (dashed)	SANITARY LINE	⋈ (square with cross)	WATER METER	
--- (dashed)	CENTER LINE	⋈ (square with cross)	SIGN	
- - - - - (dashed)	EASEMENT LINE	⊙ (circle with cross)	DRAINAGE MANHOLE	
- - - - - (dash-dot)	RIGHT-OF-WAY LINE	⊙ (circle with cross)	SANITARY MANHOLE	
--- (solid)	PROPERTY LINE	⊙ (circle with cross)	--- (circle with cross)	PIRE HYDRANT

FLOOD PLAIN NOTE
The subject property is in flood zone "X", "areas determined to be outside the 0.2% annual chance of floodplain" per FEMA flood map 08123C1537E revised January 20, 2016

PRELIMINARY
Paul B. Groves - On Behalf Of King Surveyors
Colorado Licensed Professional
Land Surveyor #38209

DATE:	7/5/2022
FILE NAME:	20220183-RZN
SCALE:	1"=30'
DRAWN BY:	CSK
CHECKED BY:	PG

KING SURVEYORS
650 E. Garden Drive | Windsor, Colorado 80550
phone: (970) 686-5011 | email: contact@KingSurveyors.com

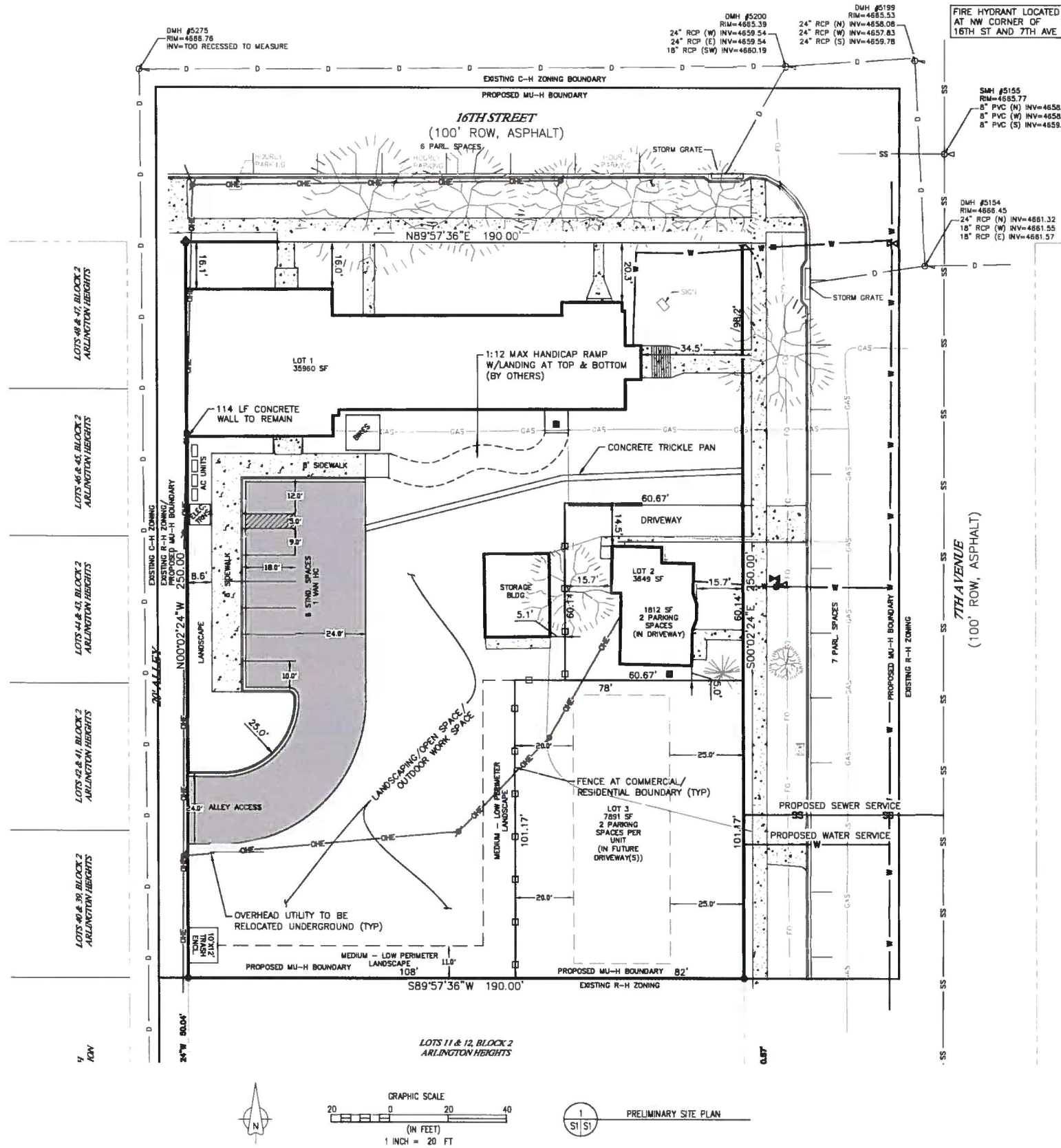


DATE:	
REVISIONS:	

1603,1611,1613 & 1619 REZONING
FOR
JEFF COOK
716 16TH STREET
GREELEY, CO 80631

PROJECT #
20220183

SITE PLAN REVIEW



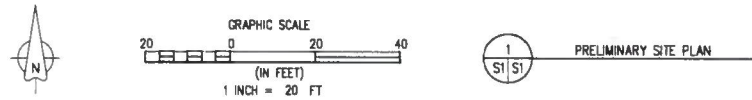
- LOT DETAILS:**
- LOT 1:
 - COMMERCIAL LOT
 - DETACHED HOUSE - SMALL LOT
 - OPEN SPACE REQUIRED - 20%
 - OPEN SPACE PROVIDED - 49%
 - LOT 2:
 - MULTI-UNIT HOUSE - STANDARD LOT
 - ALLOWS FOR 2 TO 4 PRIMARY UNITS
 - 25% OPEN SPACE REQUIRED

- PARKING SUMMARY:**
- LOT 1 REQUIRED PARKING: 24 SPACES
 PARKING REDUCTION AVAILABLE:
- ADJACENT PARKING: 13 SPACES X 0.75 FACTOR = 10 ADJACENT SPACES
 - PARKING WITHIN 300': 87 SPACES X 0.25 FACTOR = 22 SPACES WITHIN 300'
 - TOTAL PARKING AVAILABLE TO REDUCE ONSITE PARKING = 32 SPACES
 - PARKING PROPOSED ON SITE = 7 SPACES

- PHASING PLAN:**
- PHASE 1: OCCUPY LOT 1 COMMERCIAL BUILDING UTILIZING ADJACENT PARKING SPACES.
 - PHASE 2: CONSTRUCT ON SITE PARKING LOT AND LANDSCAPING IMPROVEMENTS WITHIN 3 YEARS OF SITE PLAN APPROVAL.

LEGEND

	EDGE OF ASPHALT		FOUND MONUMENT AS DESCRIBED
	EDGE OF LANDSCAPING		FOUND #4 REBAR WITH ORANGE PLASTIC CAP LS 34965
	FENCE LINE		SET 24" OF #4 REBAR WITH A RED PLASTIC CAP STAMPED KL LS 38105
	FIBER OPTIC LINE		AIR CONDITIONER UNIT
	GAS LINE		POWER POLE
	WATER LINE		GAS METER
	OVERHEAD POWER LINE		IRRIGATION VALVE
	DRAINAGE LINE		WATER VALVE
	SANITARY LINE		WATER METER
	EASEMENT LINE		SIGN
	RIGHT-OF-WAY LINE		DRAINAGE MANHOLE
	PROPERTY BOUNDARY		SANITARY MANHOLE
	INTERIOR PROPERTY LINE		
	PINE TREE		
	DECIDUOUS TREE		
	PARKING LOT PAVING		CONCRETE SIDEWALK

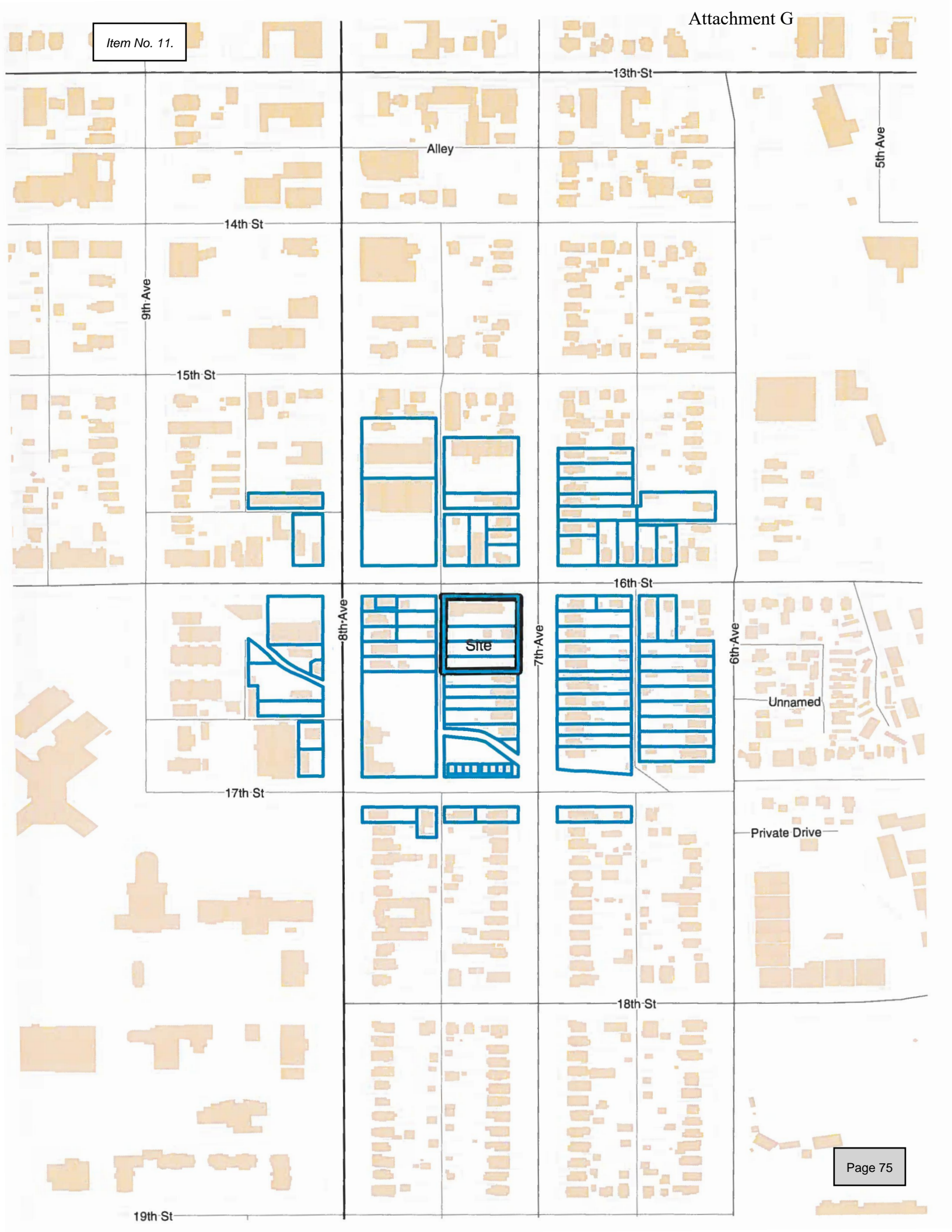


PERMITS & ENGINEERING
 P&E Co.
 WWW.PERMITSANDENGINEERING.COM
 PH (910) 918-1627

JEFF AND KELLY COOK
 THE AMBLEY
 716 16TH STREET
 PRELIMINARY SITE PLAN

DATE	
REVISION DESCRIPTION	
SCALE AREA	PRELIMINARY
SURVEY INFO	8/13/2022
DRAWING NAME	CIVIL
DRAWING SIZE	22" X 34"
SHEET	5 OF 5
	S1

Item No. 11.





Council Agenda Summary

January 3, 2023

Key Staff Contact: Becky Safarik, Interim Community Development Director
Caleb Jackson, Planner III

Title:

Introduction and first reading of an Ordinance changing the official zoning map of the City of Greeley, Colorado, from I-L (Industrial Low Intensity) to MU-H (Mixed Use High Intensity) for 7.8 acres located at 123 9th Avenue (ZON2022-0012)

Summary:

The applicant, Jodi Hartmann of High Plains Housing Development Corporation., requests a rezone of approximately 7.8 acres of land located at 123 9th Avenue from I-L (Industrial Low Intensity) to MU-H (Mixed Use High Intensity) zoning district. The applicant intends to repurpose the site with a mix of uses, including an initial phase of multi-family dwellings.

The applicant has identified a critical grant deadline for which the outcome of this decision is important to have been determined. To accommodate an expedited process for this purpose, this item is being introduced prior to the Planning Commission’s consideration and, as such, the Planning staff report will be provided along with the Commission’s findings at the City Council’s public hearing and second reading of this item.

The Planning Commission is scheduled to consider this request on January 10, 2023.

Fiscal Impact:

Does this item create a fiscal impact on the City of Greeley?	No
Is there grant funding for this item?	N/A

Legal Issues:

Consideration of this matter is a quasi-judicial process.

Other Issues and Considerations:

The merits of this rezone are measured relative to the consistency of the request with the Greeley Comprehensive Plan, Development Code and Strategic Housing Plan.

Strategic Focus Area:



Housing for All

Decision Options:

- 1) Introduce the ordinance as presented; or
- 2) Amend the ordinance and introduce as amended; or
- 3) Deny the ordinance; or
- 4) Continue consideration of the ordinance to a date certain.

Council's Recommended Action:

A motion to introduce the ordinance and schedule a second reading of the ordinance for January 17, 2023.

Attachments:

Ordinance
Vicinity Map

**CITY OF GREELEY, COLORADO
ORDINANCE NO. 5, 2023
CASE NO. ZON2022-0012**

AN ORDINANCE CHANGING THE OFFICIAL ZONING MAP OF THE CITY OF GREELEY, COLORADO, FROM INDUSTRIAL LOW INTENSITY (I-L) TO MIXED-USE HIGH INTENSITY (MU-H) FOR 7.8 ACRES LOCATED AT 123 9TH AVENUE.

BE IT ORDAINED BY THE CITY COUNCIL OF GREELEY, COLORADO:

Section 1. The following described property located in the City of Greeley is hereby changed from the zoning district referred to as Industrial Low Intensity (I-L) TO Mixed-Use High Intensity (MU-H), in the City of Greeley, County of Weld, State of Colorado:

Legal Description

Lot 1 GURA-Miller Minor Subdivision in the Northwest 1/4 of Section 5, Township 5 North, Range 65 West of the 6th Principal Meridian, City of Greeley, County of Weld, State of Colorado.

TOGETHER WITH:

The East half (33 feet) of 10TH Avenue adjacent to said Lot 1, and
The South half (33 feet) of 1ST Street adjacent to said Lot 1, and
The West half (50 feet) of 9TH Avenue adjacent to said Lot 1.

Section 2. The boundaries of the pertinent zoning districts as shown on the official zoning map are hereby changed so as to accomplish the above-described zoning changes, and the Mayor and City Clerk are hereby authorized and directed to sign and attest an entry which shall be made on the official zoning map to reflect this change.

Section 3. This ordinance shall become effective five (5) days after its final publication as provided by the Greeley City Charter.

PASSED AND ADOPTED, SIGNED AND APPROVED, THIS _____ DAY OF _____, 2023.

ATTEST:

THE CITY OF GREELEY

City Clerk

Mayor

VICINITY MAP



ZON2022-0012



Council Agenda Summary

January 3, 2023

Key Staff Contact: John Karner, Finance Director

Title:

Introduction and first reading of an Ordinance Amending Sections 6-998, 6-1000, 6- 1002 through 6-1009, 6-1013 and 6-1015 the City of Greeley Municipal Code of Ordinances Relating to Development Impact Fees

Summary:

In 2020 the City contracted with Raftelis Consulting to update its development impact fee schedule (2020 Development Impact Fee Study) in accordance with the Greeley Municipal Code requirement to review development fees every five years. Following presentation of that update in fall of 2020, however, City Council elected to suspend adoption of the study’s fee recommendations, resulting in the continued use of a development fee schedule created in 2014.

The continuation of fees at 2014 levels and unexpected level of new growth experienced over the past two years has combined to create an expanding funding gap between the fees collected and capital projects that can be constructed to support growth-related improvements. To mitigate this growing funding gap staff has proposed revisiting the 2020 Development Impact Fee Study and adopting the study’s recommended fees that were calculated to maximized the City’s ability to recover the cost of new or enhanced infrastructure needed to support development growth in Greeley.

The proposed ordinance replaces the current development fees with those recommended in the 2020 Development Impact Fee Study, aged two years using the economic adjustment factor.

Fiscal Impact:

Does this item create a fiscal impact on the City of Greeley?	No
Is there grant funding for this item?	No
Additional Comments:	The proposed fee increase will result in an estimated additional \$4.5 Million in annual development fee revenue on average over the next five years. The estimated average annual amount by type of facility is as follows: <ul style="list-style-type: none"> - Parks Development: \$1,410,000 - Trails Development: \$240,000 - Police Development: \$110,000 - Fire Development: \$60,000 - Transportation Development: \$2,540,000 Storm Drainage Development: \$140,000

Legal Issues:

Consideration of this matter is a legislative process.

Other Issues and Considerations:

N/A

Strategic Focus Area:



Infrastructure and Mobility



Quality of Life



Safe and Secure Communities

Decision Options:

- 1) Introduce the ordinance as presented; or
- 2) Amend the ordinance and introduce as amended; or
- 3) Deny the ordinance; or
- 4) Continue consideration of the ordinance to a date certain.

Council's Recommended Action:

A motion to introduce the ordinance and schedule the public hearing and second reading for January 17, 2023.

Attachments:

Ordinance with Appendix A

**CITY OF GREELEY, COLORADO
ORDINANCE NO. 3, 2023**

**AN ORDINANCE OF THE CITY OF GREELEY AMENDING SECTIONS 6-998, 6-1000,
6- 1002 THROUGH 6-1009, 6-1013 AND 6-1015 OF THE CITY OF GREELEY
CODE OF ORDINANCES**

WHEREAS, in November 2020 a Development Impact Fee Study was prepared by Raftelis Financial Consultants, Inc. ("Raftelis Study"), setting forth a reasonable methodology and analysis for determining the impact of various types of development on the City's improvements, facilities, and equipment, and estimating the cost of improvements, facilities and equipment necessary to meet the demands created by new development; and

WHEREAS, the Greeley City Council decided not to adopt the Raftelis Study as documented in Resolution 6, 2021; and

WHEREAS, the protection of the health, safety, and general welfare of the citizens of the City requires that the City's improvements, facilities, and equipment accommodate continuing growth within the City, and that new development pays its equitable share of these new improvements, facilities, and equipment; and

WHEREAS, in addition to reviews done in 2020, the Raftelis Study has been reviewed in 2022 with interested community builders, developers, bankers, and real estate professionals; and

WHEREAS, the City of Greeley intends to amend the Greeley Municipal Code to incorporate recommended changes to development fees based on the Raftelis Study.

NOW, THEREFORE, BE IT HEREBY ORDAINED BY THE CITY COUNCIL OF THE CITY OF GREELEY, COLORADO:

Section 1. Sections 6-998, 6-1000, 6-1002 through 6-1009, 6-1013 and 6-1015 of the Greeley Municipal Code are hereby amended as shown on Appendix A attached hereto and incorporated herein by reference.

Section 2. This Ordinance shall become effective five (5) days following its final publication as provided by the Greeley City Charter.

PASSED AND ADOPTED, SIGNED AND APPROVED ON THIS ___ DAY OF JANUARY, 2023.

ATTEST

THE CITY OF GREELEY, COLORADO

City Clerk

Mayor John Gates

Sec. 6-998. Legislative findings.

The city council finds that:

- (1) The protection of the health, safety and general welfare of the citizens of the city requires that the city's improvements, facilities and equipment be expanded and improved to accommodate continuing growth within the city.
- (2) New residential and nonresidential development imposes increasing demands upon existing city improvements, facilities and equipment and often overburdens those improvements, facilities and equipment.
- (3) The tax revenues generated from new development do not generate sufficient funds to provide city facilities and equipment to serve the new development.
- (4) New development is expected to continue and will place increasing demands on the city to provide services, facilities and equipment to serve new development.
- (5) Development impact fees will enable the city to impose the proportionate share of the costs of required improvements, facilities and equipment on those new developments that create these new needs.
- (6) All types of development that are not explicitly exempted from the provisions of this chapter will generate demand for improvements, facilities and equipment.
- (7) The Development Impact Fee Study, prepared by ~~Duncan Associates~~ Raftelis, dated ~~December 2014~~ November 2020 (hereinafter referred to as the Duncan Raftelis Study), sets forth a reasonable methodology and analysis for determining the impact of various types of development on the city's improvements, facilities and equipment and for determining the cost of improvements, facilities and equipment necessary to meet the demands created by new development. The ~~Duncan~~ Raftelis Study provides the basis for the police, fire, parks, trails, storm drainage and transportation impact fees.
- ~~(8) The Development Fee Study prepared by Red Oak Consulting, dated May 2007 (hereinafter referred to as the Red Oak Study), sets forth a reasonable methodology and analysis for determining the impact of various types of development on the city's storm drainage facilities and for determining the cost of improvements, facilities and equipment necessary to meet the demands created by new development. The Red Oak Study provides the basis for the storm drainage fees.~~
- (8) Due to the delay between completion of the Raftelis Study and adoption by the City Council, the fees adopted herein have been adjusted from those set forth in the Raftelis Study by application of the Economic Adjustment Factor.
- (9) The development impact fees described in this chapter do not exceed the costs of providing additional improvements, facilities and equipment required to serve those new developments.

- (10) The improvements, facilities and equipment will benefit new development in the city, and it is therefore appropriate to treat the entire city as a single service area for the purposes of calculating, collecting and spending the development fees.
- (11) There is both a rational nexus and a rough proportionality between the development impacts created by each type of development covered by this chapter and the development impact fees that development will be required to pay.
- (12) Except as described in section 6-1002(c) concerning optional independent fee calculation studies, the development fees created by this chapter are standardized fees to be applied uniformly within each specified class of development and are not discretionary fees to be determined on a case-by-case basis.
- (13) The development fees paid in new developments shall be used to expand or improve the city's improvements, facilities and equipment in ways that benefit the development that paid each fee within a reasonable period of time after the fee is paid.
- (14) The development fees created by this chapter shall not be used to cure deficiencies in existing improvements, facilities and equipment.

Sec. 6-1000. Intent.

- (a) The intent of this chapter is to ensure that new development bears its proportionate share of the cost of improvements, facilities and equipment, that such proportionate share does not exceed the cost of the improvements, facilities and equipment required to serve such new development, and that funds collected from new developments are used to construct and pay for the improvements, facilities and equipment that benefit such new developments.
- (b) It is the further intent of this chapter that new development pay its proportionate share of improvements, facilities and equipment through the imposition of police, fire, parks, trail, storm drainage and transportation development impact fees to finance, defray or reimburse all or a portion of the costs incurred by the city to construct the improvements, facilities and equipment that serve or benefit such new development.
- (c) It is the intent of this chapter to collect from new development that amount of money necessary to offset new demand for improvements, facilities and equipment generated by the new development.
- (d) It is the intent of this chapter that monies collected as development fees and deposited in separate accounts for each fee never be commingled with monies from any other development fee fund and never be used for a type of facility or equipment different from that for which the fee was paid.
- (e) This chapter is adopted to ensure that the city will have sufficient improvements, facilities and equipment that are consistent with the improvements, facilities and equipment identified in the ~~Duncan~~ Raftelis Study, dated ~~December 2014~~

~~November 2020 and the Red Oak Study, dated May 2007;~~ and such other plans, policies, regulations and ordinances that are relevant and that have been approved by the city council.

Sec. 6-1002. Computation of amount of development fee.

- (a) An applicant required by this chapter to pay development impact fees may choose to have the amount of such fee determined pursuant to either subsection (b) or (c) of this section. Regardless of whether the applicant calculates the amount of the fee pursuant to subsection (b) or (c) of this section, such fee may be subject to the adjustment described in section 6-1013.
- (b) Unless an applicant requests that the city determine the amount of such fee pursuant to subsection (c) of this section, the city shall determine the amount of the required development fees by reference to the fee schedule in this chapter.
- (1) If the applicant's development is of a type not listed in the schedule, then the city shall use the fee applicable to the most nearly comparable type of land use in that schedule.
 - (2) If the applicant's development includes a mix of those uses listed in the fee schedules, then the fee shall be determined by adding up the fees that would be payable for each use if it was a freestanding use pursuant to the fee schedule.
 - (3) If the applicant is applying for a permit to allow a change of use, the expansion or modification of an existing nonresidential building by more than 1,000 square feet, or the redevelopment of an existing development, the fee shall be based on the net positive increase in the fee for the new use or structure as compared to the development fee, if any, that would have been due under this chapter for the previous use or structure, whether or not such fee was actually paid. In the event that the proposed change of use, expansion, redevelopment or modification results in a net decrease in the fee for the new use or development as compared to the previous use or development, there shall be no refund of development fees previously paid.
- (c) An applicant may request that the city determine the amount of the required development fee by reference to an independent fee calculation study for the applicant's development prepared at the applicant's cost by qualified professionals, experts and/or economists and submitted to the city manager or his designee. Any such study shall be based on the same service standards, unit costs and criteria used in the ~~Duncan Study and/or the Red Oak~~ Raffelis Study, whichever is applicable, and must document the economic methodologies and assumptions used. The city may hire a qualified professional or consultant to review any independent fee calculation study on behalf of the city and may charge the costs of such review to the applicant. Any independent fee calculation study submitted by an applicant may be accepted, rejected or accepted with modifications by the city as the basis for calculating the development fees. If such study is accepted or accepted with modifications as a more accurate measure of the demand for new improvements facilities and equipment created by the applicant's proposed development than the applicable fee shown in the fee

schedules, then the applicable development fees due under this chapter may be calculated according to such study.

Sec. 6-1003. Automatic annual inflation adjustment.

- (a) The development impact fees shall be recalculated by the city manager, or his designee, on an annual basis, to reflect cost inflation experienced in the previous year, and the revised fee shall be effective on March 1 of each year. The revised fees will be adopted via city manager policy and shall be made available to the public approximately 120 days, or as soon as practical thereafter, before the March 1 effective date.
- (b) The fees will be recalculated by applying the economic adjustment factor. The economic adjustment factor shall be calculated pursuant to the guidelines established in the economic adjustment factor for all transportation, parks, fire, police, trails and storm drainage fees; using six weighted data variables, considered to be representative of economic growth, the cost of materials and services associated with constructing capital projects, and general economic conditions. The variables are:
 - (1) Percent change in Greeley Utility Customer Accounts – representing the growth and scope of public services;
 - (2) Percent change in CDOT Construction Cost Index – representing the cost of providing transportation networks;
 - (3) Percent change in Engineering News Records Construction Cost Index – representing material costs associated with capital projects;
 - (4) Percent change in Engineering News Records Building Cost Index – representing labor costs associated with capital projects;
 - (5) Percent change in Assessed Value of Greeley Real Property – representing growth and the economic value of real property assets; and
 - (6) Percent change in Greeley MSA Employment – representing a general indicator of the economic health of the area.
- (c) The economic adjustment factor method of revising all transportation, parks, fire, police, trails and storm drainage development impact fees will be in effect until such time as a new development fee study is ~~completed and adopted~~ recommends a change to the methodology.

Sec. 6-1004. Police development fee schedule.

The police development fee schedule has been calculated pursuant to the ~~Duncan Raftelis~~ Duncan Raftelis Study and has been adjusted pursuant to the economic adjustment factor. The current fee schedule as of the date the ordinance codified herein is adopted is set forth as follows: ~~and is set forth as follows:~~

Land Use Type	Unit	Fee
Single family detached	Dwelling	\$117.00
Multifamily	Dwelling	\$88.00
Mobile home park	Site	\$123.00

Retail/commercial	1,000 sq. ft.	\$143.00
Office	1,000 sq. ft.	\$67.00
Industrial	1,000 sq. ft.	\$27.00
Warehouse	1,000 sq. ft.	\$13.00
Public/institutional	1,000 sq. ft.	\$51.00
Oil and gas well	Wellhead	\$58.00

<u>Land Use Type</u>	<u>Unit</u>	<u>Fee</u>
<u>Residential</u>	<u>1,200 or less of heated living space¹</u>	<u>\$131</u>
<u>Residential</u>	<u>1,201 to 1500 of heated living space¹</u>	<u>\$231</u>
<u>Residential</u>	<u>1,501 to 1,800 of heated living space¹</u>	<u>\$263</u>
<u>Residential</u>	<u>1,801 or more of heated living space¹</u>	<u>\$280</u>
<u>Retail/Restaurant</u>	<u>1,000 Sq. Ft of Building</u>	<u>\$841</u>
<u>Office & Other Services</u>	<u>1,000 Sq. Ft of Building</u>	<u>\$452</u>
<u>Industrial</u>	<u>1,000 Sq. Ft of Building</u>	<u>\$230</u>

¹ Heated living space excludes garages, outdoor patio/porches/balconies, and unfinished basements

Sec. 6-1005. Fire development fee schedule.

The fire development fee schedule has been calculated pursuant to the Duncan Study and is set forth as follows: Raffelis Study and has been adjusted pursuant to the economic adjustment factor. The current fee schedule as of the date the ordinance codified herein is adopted is set forth as follows:

<u>Land Use Type</u>	<u>Unit</u>	<u>Fee</u>
<u>Single family detached</u>	<u>Dwelling</u>	<u>\$524.00</u>
<u>Multifamily</u>	<u>Dwelling</u>	<u>\$393.00</u>
<u>Mobile home park</u>	<u>Site</u>	<u>\$550.00</u>
<u>Retail/commercial</u>	<u>1,000 sq. ft.</u>	<u>\$641.00</u>
<u>Office</u>	<u>1,000 sq. ft.</u>	<u>\$301.00</u>
<u>Industrial</u>	<u>1,000 sq. ft.</u>	<u>\$119.00</u>
<u>Warehouse</u>	<u>1,000 sq. ft.</u>	<u>\$57.00</u>
<u>Public/institutional</u>	<u>1,000 sq. ft.</u>	<u>\$229.00</u>
<u>Oil and gas well</u>	<u>Wellhead</u>	<u>\$261.00</u>

<u>Land Use Type</u>	<u>Unit</u>	<u>Fee</u>
<u>Residential</u>	<u>1,200 or less of heated living space¹</u>	<u>\$342</u>
<u>Residential</u>	<u>1,201 to 1500 of heated living space¹</u>	<u>\$602</u>

<u>Residential</u>	<u>1,501 to 1,800 of heated living space¹</u>	<u>\$683</u>
<u>Residential</u>	<u>1,801 or more of heated living space¹</u>	<u>\$728</u>
<u>Retail/Restaurant</u>	<u>1,000 Sq. Ft of Building</u>	<u>\$1,872</u>
<u>Office & Other Services</u>	<u>1,000 Sq. Ft of Building</u>	<u>\$1,006</u>
<u>Industrial</u>	<u>1,000 Sq. Ft of Building</u>	<u>\$513</u>

¹ Heated living space excludes garages, outdoor patio/porches/balconies, and unfinished basements

Sec. 6-1006. Park development fee schedule.

The park development impact fee schedule has been calculated pursuant to the ~~Duncan Study~~ and is set forth as follows: ~~Raftelis Study~~ and has been adjusted pursuant to the economic adjustment factor. The current fee schedule as of the date the ordinance codified herein is adopted is set forth as follows:

<u>Land Use Type</u>	<u>Unit</u>	<u>Fee</u>
<u>Single-Family Detached</u>	<u>Dwelling</u>	<u>\$2,721.00</u>
<u>Multifamily</u>	<u>Dwelling</u>	<u>\$2,041.00</u>
<u>Mobile Home Park</u>	<u>Site</u>	<u>\$2,857.00</u>

<u>Land Use Type</u>	<u>Unit</u>	<u>Fee</u>
<u>Residential</u>	<u>1,200 or less of heated living space¹</u>	<u>\$2,543</u>
<u>Residential</u>	<u>1,201 to 1500 of heated living space¹</u>	<u>\$4,469</u>
<u>Residential</u>	<u>1,501 to 1,800 of heated living space¹</u>	<u>\$5,067</u>
<u>Residential</u>	<u>1,801 or more of heated living space¹</u>	<u>\$5,403</u>

¹ Heated living space excludes garages, outdoor patio/porches/balconies, and unfinished basements

Sec. 6-1007. Trails development fee schedule.

The trails development fee schedule has been calculated pursuant to the ~~Duncan Study~~ and is set forth as follows: ~~Raftelis Study~~ and has been adjusted pursuant to the economic adjustment factor. The current fee schedule as of the date the ordinance codified herein is adopted is set forth as follows:

<u>Land Use Type</u>	<u>Unit</u>	<u>Fee</u>
<u>Single-family detached</u>	<u>Dwelling</u>	<u>\$377.00</u>
<u>Multifamily</u>	<u>Dwelling</u>	<u>\$283.00</u>
<u>Mobile home park</u>	<u>Site</u>	<u>\$396.00</u>

<u>Land Use Type</u>	<u>Unit</u>	<u>Fee</u>
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Residential	1,200 or less of heated living space ¹	\$382
Residential	1,201 to 1500 of heated living space ¹	\$671
Residential	1,501 to 1,800 of heated living space ¹	\$759
Residential	1,801 or more of heated living space ¹	\$810

¹ Heated living space excludes garages, outdoor patio/porches/balconies, and unfinished basements

Sec. 6-1008. Storm drainage development fee schedule.

The storm drainage development fee schedule has been calculated pursuant to the Raffelis Study and has been adjusted pursuant to the economic adjustment factor. The current fee schedule as of the date the ordinance codified herein is adopted is set forth as follows: The 2007 phased-in base level storm drainage development fee schedule has been calculated pursuant to the Red Oak Study and has been adjusted pursuant to an economic adjustment factor. The current fee schedule as of the date the ordinance codified herein is adopted is set forth as follows:

	Fee
Single family residential, per dwelling unit	\$341.00
Multifamily residential, per dwelling unit	\$245.00
Retail, per site square foot of impervious surface ¹	\$0.094
Commercial, per site square foot of impervious surface ²	\$0.094
Industrial, per site square foot of impervious surface ³	\$0.094
Oil and gas	\$188.00

¹ Shall not exceed 70 percent of the impervious surface.

² Shall not exceed 70 percent of the impervious surface.

³ Shall not exceed 76 percent of the impervious surface.

Unit	Fee
Per site square foot of impervious surface	\$0.264

Sec. 6-1009. Transportation development fee schedule.

The transportation development impact fee schedule has been calculated pursuant to the Duncan Study and is set forth as follows: Raffelis Study and has been adjusted pursuant to the economic adjustment factor. The current fee schedule as of the date the ordinance codified herein is adopted is set forth as follows:

Land Use Type	Unit	Fee
Single family detached	Dwelling	\$3,645.00
Multifamily	Dwelling	\$2,353.00
Mobile home park	Site	\$1,092.00
Retail/commercial	1,000 sq. ft.	\$4,825.00
Office	1,000 sq. ft.	\$4,266.00

Industrial	1,000 sq. ft.	\$1,476.00
Warehouse	1,000 sq. ft.	\$1,376.00
Public/institutional	1,000 sq. ft.	\$2,390.00
Oil and gas well	Wellhead	\$1,680.00

<u>Land Use Type</u>	<u>Unit</u>	<u>Fee</u>
<u>Residential</u>	<u>1,200 or less of heated living space¹</u>	<u>\$3,192</u>
<u>Residential</u>	<u>1,201 to 1500 of heated living space¹</u>	<u>\$5,895</u>
<u>Residential</u>	<u>1,501 to 1,800 of heated living space¹</u>	<u>\$6,751</u>
<u>Residential</u>	<u>1,801 or more of heated living space¹</u>	<u>\$7,213</u>
<u>Retail/Restaurant</u>	<u>1,000 Sq. Ft of Building</u>	<u>\$8,347</u>
<u>Office & Other Services</u>	<u>1,000 Sq. Ft of Building</u>	<u>\$5,383</u>
<u>Industrial</u>	<u>1,000 Sq. Ft of Building</u>	<u>\$2,742</u>

¹ Heated living space excludes garages, outdoor patio/porches/balconies, and unfinished basements

Sec. 6-1013. Credits against development fees.

- (a) After the effective date of the ordinance from which this chapter is derived, all land dedications and property improvements over and above those required by the city for a proposed development may be granted a credit against the applicable development fee imposed for such land dedication or property improvement uses that would otherwise be due for such development. However, no credit shall be awarded for:
- (1) Any land dedication for acquisition or construction of site-related improvements;
 - (2) Any land dedications not accepted by the city;
 - (3) Any acquisition or construction of property improvements not approved in writing by the city prior to commencement of the acquisition or construction; or
 - (4) Any land dedication, construction or acquisition of property improvements not included in the calculation of the applicable development fee pursuant to the ~~Duncan Study or the Red Oak Study, whichever is applicable~~ Raffelis Study.
- (b) In order to obtain a credit against development fees otherwise due, an applicant must submit a written offer to dedicate to the city specific parcels of land over and above those regularly required by the city or to acquire or construct specific improvements in accordance with all applicable state or city design and construction standards, and must specifically request a credit against the applicable identified development fee. Such written request must be made on a form provided by the city, must contain a statement under oath of the facts that

qualify the applicant to receive a credit, must be accompanied by documents evidencing those facts and must be filed not later than the time when an applicant applies for the first building permit that includes the obligation to pay the development fee against which the credit is requested. Failure by the applicant to follow the above procedures waives the claim for credit.

(c) The credit due to an applicant shall be calculated and documented as follows:

(1) Credit for qualifying land dedications shall, at the applicant's option, be valued at:

- a. One hundred percent of the most recent estimated actual value for such land as shown in the records of the county assessor; or
- b. That fair market value established by an MAI or Colorado Certified General Real Estate Appraiser acceptable to the city in an appraisal paid for by the applicant.

(2) In order to receive credit for qualifying acquisition or construction of improvements, the applicant shall submit completed engineering drawings, specifications and construction cost estimates to the city. The city shall determine the amount of credit due based on the information submitted or, if it determines that such information is inaccurate or unreliable, then on alternative engineering or construction costs acceptable to the city.

(d) Approved credits shall become effective at the following times:

(1) Approved credits for land dedications shall become effective when the land has been conveyed to the city in a form acceptable to the city at no cost to the city and accepted by the city. When such conditions have been met, the city shall note that fact in its records. Upon written request from the applicant, the city shall issue a letter stating the amount of credit available.

(2) Approved credits for the acquisition or construction of property improvements shall become effective when:

- a. All required construction has been completed and has been accepted by the city;
- b. A suitable maintenance and warranty bond has been received and approved by the city; and
- c. All design, construction, inspection, testing, bonding and acceptance procedures have been completed in compliance with all applicable city and state procedures. However, approved credits for the construction of property improvements may become effective at an earlier date if the applicant posts security in the form of a performance bond, irrevocable letter of credit or escrow agreement and the amount and terms of such security are accepted by the city. At a minimum, such security must be in the amount of 125 percent of the approved credit, or 125 percent of the amount determined to be adequate by the city manager or designee, to allow the city to construct the property improvements for which the credit was given, whichever is higher. When such conditions have been met, the

city shall note that fact in its records. Upon request of the applicant, the city shall issue a letter stating the amount of credit available.

- (e) Approved credits may be used to reduce the amount of the applicable development fees due from that specific proposed development until the amount of the credit is exhausted. Each time a request to use approved credits is presented to the city, the city shall reduce the amount of the applicable development fee otherwise due from the applicant, and shall note in the city records the amount of credit remaining, if any. Upon written request from the applicant, the city shall issue a letter stating the number of credits available.
- (f) Approved credits shall only be used to reduce the amount of development impact fees otherwise due under this chapter, and shall not be paid to the applicant in cash or in credits against any other monies due from the applicant to the city.

Sec. 6-1015. Separate account for each fee.

All development fees collected shall be deposited into a separate account identifying each fee account, in the city's Development Infrastructure Fund, which shall be a special fund created in accordance with section 5-6 of the city Charter. The city council shall have authority to make continuing appropriations from the accounts, and appropriations and expenditures from the accounts shall be made for the purpose of paying revenue bonds of the city and (subject to any contractual restrictions entered into by the city in connection with such revenue bonds) for the purpose of paying for improvements, facilities and equipment of the types identified in the ~~Duncan Study or the Red Oak Raftelis Study.~~



Council Agenda Summary

January 3, 2023

Key Staff Contact: Doug Marek, City Attorney, 970-350-9755

John Goodson, Risk Manager, 970-573-9455

Title:

Consideration of a Resolution of the City Council of the City of Greeley authorizing City staff to enter into a Settlement and Mutual Release Agreement with Ms. Manuela Sanchez

Summary:

Ms. Sanchez filed a notice of claim against the City for physical injuries sustained on March 22, 2022, when the vehicle in which she was a passenger was struck from the rear by a Greeley Police Department vehicle. The vehicle was not engaged in any emergency activity at the time. The notice claimed damages for medical treatment, prescriptions, therapy, severe pain and suffering, loss of enjoyment of life, loss of earnings, and loss of property. The City's Risk Manager, in consultation with the City Attorney, investigated the claim to determine the appropriateness of a compromise settlement. The City has reached a settlement with the Claimant, resolving all her claims. The settlement agreement is contingent upon the approval of the City Council.

Fiscal Impact:

Does this item create a fiscal impact on the City of Greeley?	Yes
If yes, what is the initial, or, onetime impact?	\$125,000
What is the annual impact?	None
What fund of the City will provide Funding?	Claims Reserve Fund
What is the source of revenue within the fund?	Allocations charged to each City department
Is there grant funding for this item?	No

Legal Issues:

A settlement agreement with Ms. Manuela Sanchez will resolve all associated claims against the City and the City employee involved in the accident. In addition, it will reduce the claims payout as well as avoid further costs associated with litigation. Prior to consideration of the resolution approving the settlement agreement, City Council may choose to go into executive session to receive legal advice and to give instructions to City staff.

Other Issues and Considerations:

None anticipated.

Strategic Focus Area:



Safe and Secure Communities

Manage the City's protection of the health, safety and welfare of the City for residents, businesses and visitors, consistent with state and federal law.

Decision Options:

Initially, City Council may consider whether to go into Executive Session (at Council's option) using the following form of motion:

I move to go into Executive Session to discuss the following matter as provided under Colorado Revised Statutes §§24-6-402(4)(e)(1) and 24-6-402(4)(b), and Greeley Municipal Code 2-151:

For the purpose of giving instructions to City staff and to receive legal advice from the City Attorney regarding the circumstances of potential litigation, *Manuela Sanchez v City of Greeley*.

Upon consideration of the matter in open session, the Council may move to:

- 1) Adopt the resolution as presented;
- 2) Amend the resolution and adopt as amended;
- 3) Deny the resolution;
- 4) Continue consideration of the resolution to a date certain.

Council's Recommended Action:

A motion to adopt the Resolution.

Attachments:

Proposed Resolution

Proposed Settlement and Mutual Release Agreement (Exhibit A to Resolution)

**THE CITY OF GREELEY, COLORADO
RESOLUTION 1, 2023**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREELEY,
COLORADO AUTHORIZING CITY STAFF TO ENTER INTO A SETTLEMENT
AGREEMENT WITH MANUELA SANCHEZ**

WHEREAS, Manuela Sanchez served the City with a Notice of Claim on May 13, 2022 for damages she suffered during a multi-vehicle accident on March 22, 2022; and

WHEREAS, the City’s Risk Manager, in consultation with the City Attorney, investigated the claim to determine the appropriateness of a compromise settlement; and

WHEREAS, the City has reached an agreement resolving all claims with Ms. Sanchez, contingent upon Council’s approval pursuant to Section 6-384(b)(4), Greeley Municipal Code; and

WHEREAS, settlement of the claim will include the full release of all claims against the City of Greeley, its officers and employees as required by Section 6-384(e), Greeley Municipal Code; and

WHEREAS, the City’s Claims Review Board believes it is in the best interests of the City of Greeley to approve a settlement of this litigation;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GREELEY, COLORADO:

Section 1: City Council authorizes City staff members to sign a Settlement and Mutual Release Agreement with Manuela Sanchez that resolves all claims associated with the multi-vehicle accident referenced in her Notice of Claim, a form of which Agreement is attached as Exhibit A.

Section 2: The City Attorney is authorized to make changes to the Mutual Release and Settlement Agreement following review and approval by City Council as long as such changes do not change the substance of the agreement.

Section 3: This Resolution shall become effective immediately upon its passage.

PASSED, AND ADOPTED, SIGNED AND APPROVED this ____ day of JANUARY, 2023.

ATTEST:

THE CITY OF GREELEY, COLORADO

By: _____
City Clerk

By: _____
Mayor

**SETTLEMENT AND
MUTUAL RELEASE AGREEMENT**

THIS SETTLEMENT AND MUTUAL RELEASE AGREEMENT made this ____ day of December, , 2022, by and between Manuela Sanchez (“Claimant”) and the City of Greeley, Colorado (“City”) (Claimant and City, collectively, “Parties”) is an agreement which exchanges a full and mutual release of all claims by Claimant, including claims by her counsel, against the City of Greeley as result of any and all injuries and damages arising from the events that occurred from a motor vehicle accident on March 22, 2022 (“INCIDENT”), in exchange for the following consideration.

IN CONSIDERATION of the mutual covenants undertaken and the mutual releases contained in this agreement the adequacy of which is acknowledged by and between the Parties, Claimant and the City agree as follows:

RECITALS

WHEREAS, on March 22, 2022, Claimant was a passenger in a vehicle struck from behind by a Greeley Police Department vehicle in the City of Greeley, Colorado; and

WHEREAS, Claimant has suffered numerous injuries to her head and upper body; and

WHEREAS, Claimant gave notice within the time allowed under the Colorado Governmental Immunity Act; and

WHEREAS, the Parties, being fully advised of the potential risks and uncertainties of litigation, have agreed to settle this dispute on the terms set forth herein; and

NOW, THEREFORE, the parties agree as follows:

AGREEMENT

1. Settlement Compensation. The City agrees to pay Claimant the amount of ONE HUNDRED TWENTY FIVE THOUSAND DOLLARS (\$125,000.00) to resolve all claims for damages, attorneys’ fees and costs, related to the INCIDENT. The settlement amount will be paid to Weiss Law LLC, as counsel for Claimant, within fifteen (15) business days following the execution of this Agreement and receipt by the City of a W-9 form from Claimant.

2. Release and Discharge.

A. Release by Claimant: In consideration of the mutual promises between the Parties, Claimant, her family, successors, and assigns completely release and forever discharge the City, its past, present and future officers, directors, stockholders, attorneys, agents, servants, representatives, employers, employees, subsidiaries, affiliates, partners, predecessors, successors and assigns, and all other persons, firms or corporation with whom the City has been, is now or may hereafter be affiliated, of and from any and all past, present or future claims, demands, obligations, actions, causes of action, damages, exemplary damages, costs, attorney’s fees, losses of services, expenses and

compensation of any nature whatsoever, whether based on tort, contract or other theory of recovery, which Claimant now has, or which may hereafter accrue or otherwise be acquired, arising out of or in any way relating to the INCIDENT. This Release and Discharge shall be a fully binding and complete settlement between the Parties, their affiliates, assigns, predecessors and successors.

- B. Release by City: In consideration of the mutual promises between the Parties, the City, its past, present and future officers, directors, stockholders, attorneys, agents, servants, representatives, employers, employees, subsidiaries, affiliates, partners, predecessors, successors and assigns, and all other persons, firms or corporation with whom the City has been, is now or may hereafter be affiliated release Claimant, her family, successors, and assigns of and from any and all past, present or future claims, demands, obligations, actions, causes of action, damages, exemplary damages, costs, attorney's fees, losses of services, expenses and compensation of any nature whatsoever, whether based on tort, contract or other theory of recovery, which the City now has, or which may hereafter accrue or otherwise be acquired, arising out of or in any way relating to the INCIDENT. This Release and Discharge shall be a fully binding and complete settlement between the Parties, their affiliates, assigns, predecessors and successors.

3. General Release. Claimant hereby acknowledges and agrees that this Settlement and Mutual Release Agreement is a general release of any and all claims arising out of or in any way relating to the INCIDENT, on behalf of herself, her family members, heirs, and assigns, and they further expressly waive and assume the risk of any and all claims for damages which exist as of this date, but of which the Parties do not know or suspect to exist, whether through ignorance, oversight, error, negligence, or otherwise, and which, if known, would materially affect the Parties' decision to enter into this Agreement. Claimant further agrees that she has accepted the benefit of the payment of the sum specified herein and the mutual promises as a complete compromise of matters involving disputed issues of law and fact, and the Parties assume the risk that the facts or law may be otherwise than the Parties believe. It is understood and agreed by the Parties that this settlement is a compromise of a disputed claim, and the payment is not to be construed as an admission of liability on the part of the City of Greeley.

4. Scope of Agreement. This Agreement is intended as a release of all claims of the kind or nature set forth above as to all persons, firms or corporations, regardless of whether such persons are specifically named or designated herein, and regardless of whether such persons, firms or corporations or parties to any litigation arising out of this matter, except to the extent any limitations are specifically designated herein to the contrary.

5. Denial of Liability/Assumption of Risk/Mistake of Fact. The Parties specifically affirm that the above-described compensation would not be paid, except as consideration set forth in exchange for the full and complete release of any and all claims, actions or causes of action, known or unknown, as described above. It is understood and agreed to by the Parties that this settlement is a compromise of a disputed claim and the payments are not to be construed as an admission of liability on the part of either party. The Parties specifically acknowledge that they have taken into account and are aware of the facts and circumstances surrounding the INCIDENT. The Parties have specifically taken into account that potential mistakes of fact may have been made and reached in this particular settlement and affirm that part of the consideration above is being given by the Parties to each other for the voluntary assumption of that potential risk arising from this possible mistake of fact. The Parties' assumption of this potential risk is final and complete, but this assumption of risk shall not constitute any admission by any party of any

liability or wrongdoing. The Parties acknowledge that there may be unknown injuries or damages, of which they are not aware, relating to the above-described incident and the surrounding circumstances. It is the Parties' intent to release the other from any and all claims which may arise from the above-described incident.

6. Warranty of Capacity to Execute Agreement. Each Party and their counsel, as to its claims, demands, obligations, or causes of action referred to in this Agreement, represents and warrants that no other person or entity has or has had any interest to such Party's or counsel's claims, demands, obligations, or causes of action, except as otherwise set forth herein, and each Party and their counsel has the sole right and exclusive authority to execute this Agreement and receive the sums specified herein, and that each Party has not sold, assigned, transferred, conveyed or otherwise disposed of any of its claims, demands, obligations, or cause of action released or referred to in this Agreement.

7. Subrogation/Attorney Lien. Claimant and her counsel agree that all payments to third parties who may have subrogation rights and/or Attorney's Liens to any monies received pursuant to this Agreement as a result of any and all injuries and damages arising from the INCIDENT are the sole responsibility of Claimant. Claimant agrees to accept sole responsibility for any lien asserted by any third party on any monies received pursuant to this agreement. Claimant agrees to hold harmless, defend and indemnify the City from any third party claims to any portion of the monies received under this agreement.

8. Action to Enforce Terms. The Parties agree that Presentation of the Agreement shall be a complete affirmative defense to any and all such claims and shall be a complete bar to any such action.

9. Miscellaneous.

- A. This instrument constitutes and contains the entire agreement and understanding of the Parties and the subject matter herein between the Parties arising from any and all damages and injuries arising from the INCIDENT and supersedes and replaces all prior negotiations and all agreements proposed or otherwise, whether written or verbal, all concerning the subject matter hereof. No party, nor any agent or attorney therefor, has made any promise, representation, or warranty whatsoever, express or implied, not contained herein.
- B. Neither the process of negotiating nor the act of executing this agreement is intended to be nor shall at any time be deemed, construed, or treated in any respect as an admission of liability of the legal validity of any claim asserted by any party hereto or otherwise.
- C. Nothing in this agreement shall be constructed as a waiver of immunity provided by common law or by state statute, including the Colorado Governmental Immunity Act, Section 24-10-101, *et seq.*, C.R.S.; and further shall not be deemed as an assumption of any duty with respect to any non-party to this Agreement.
- D. No waiver of any breach of any term or provision of this agreement shall be construed to be, nor shall be, a waiver of any other breach of this agreement. No waiver shall be binding unless in writing, signed by the party waiving the breach.
- E. If any provision of this Agreement shall be determined to be invalid or void, for any reason, the remaining provisions shall nonetheless remain in full force and effect.

- F. Each Party hereto acknowledges that they and/or their respective counsel have participated in or had the opportunity to participate in the drafting, preparation and review of this agreement and, therefore, no part hereof shall be construed against any party based upon the identity of any person who purported to be the drafter of such language.
- G. The Parties execute this Agreement without reliance upon any statements or representations by the other concerning the nature and extent of any damages, legal liability, tax consequences or any other matter except as contained in this Agreement. Claimant voluntarily agrees to assume the risk and obligation to pay any and all taxes due, if any, as the result of receiving the settlement funds referenced herein.
- H. This agreement is contractual in nature and not a mere recital, each party asserting that valuable consideration has been received, binding the Parties to their respective rights and obligations hereunder.
- I. It is understood and agreed that both Parties shall bear their own attorneys' fees and costs, if any, arising from the action of their own counsel in connection with the claim.
- J. The Parties agree to cooperate fully and execute any and all supplementary documents, and to take all additional actions which may be necessary or appropriate to give full force and effect to the terms of this Agreement.
- K. Claimant will not make any disparaging statement to any news media and will not post any information on social media regarding the City's or the police department's actions in response to the INCIDENT, other than to acknowledge that a settlement has been reached, and the amount thereof. Similarly, the City will not publish any statements that could reasonably be interpreted as adversely affecting the personal or professional reputation of Claimant.
- L. This Agreement may be executed in any number of counterparts, each of which, when so executed, shall be deemed to be an original and all of which, taken together, shall constitute one and the same agreement.

This Agreement shall become effective following its execution by the Parties and upon the release of funds, as stated in paragraph 1 above.

CLAIMANT:

MANUELA SANCHEZ

By: Brian Weiss, Esq.
Counsel for Claimant

THE CITY OF GREELEY, COLORADO:

APPROVED AS TO SUBSTANCE:

By: _____
Raymond C. Lee, City Manager

AVAILABILITY OF FUNDS:

By: _____
John Karner, Director of Finance

APPROVED AS TO LEGAL FORM:

By: _____
Doug Marek, City Attorney



Council Agenda Summary

January 3, 2023

Key Staff Contact: Stacye Coons, Intergovernmental Affairs Officer

Title:

Motion to adopt the City of Greeley 2023 Legislative Agenda

Summary:

With the creation of the position of Intergovernmental Affairs Officer in March 2022, the City of Greeley (City) has focused resources to ensure a comprehensive city-wide approach to intergovernmental and legislative matters. Towards that end, the City Council was provided a presentation of the City's draft 2023 Legislative Agenda during its December 13 work session.

The proposed 2023 Legislative Agenda is a tool intended to:

- a) Serve as a high-level overview that represents the City's legislative view as a whole, never as individual ideals or positions; and
- b) Used as a nimble instrument on legislative matters of interest to the City at the County, State and Federal levels.

Based on the feedback from the City Council, and after discussion during the December 13th work session, this item has been placed on the January 3, 2023 City Council regular meeting for purposes of approving the 2023 Legislative Agenda by motion.

Strategic Focus Area:



High-Performance Government

Decision Options:

- 1) Adoption of the 2023 Legislative Agenda
- 2) Amendment of the 2023 Legislative Agenda
- 3) Not adopt a 2023 Legislative Agenda

Council's Recommended Action:

Motion to adopt the City of Greeley 2023 Legislative Agenda

Attachments:

City of Greeley 2023 Legislative Agenda

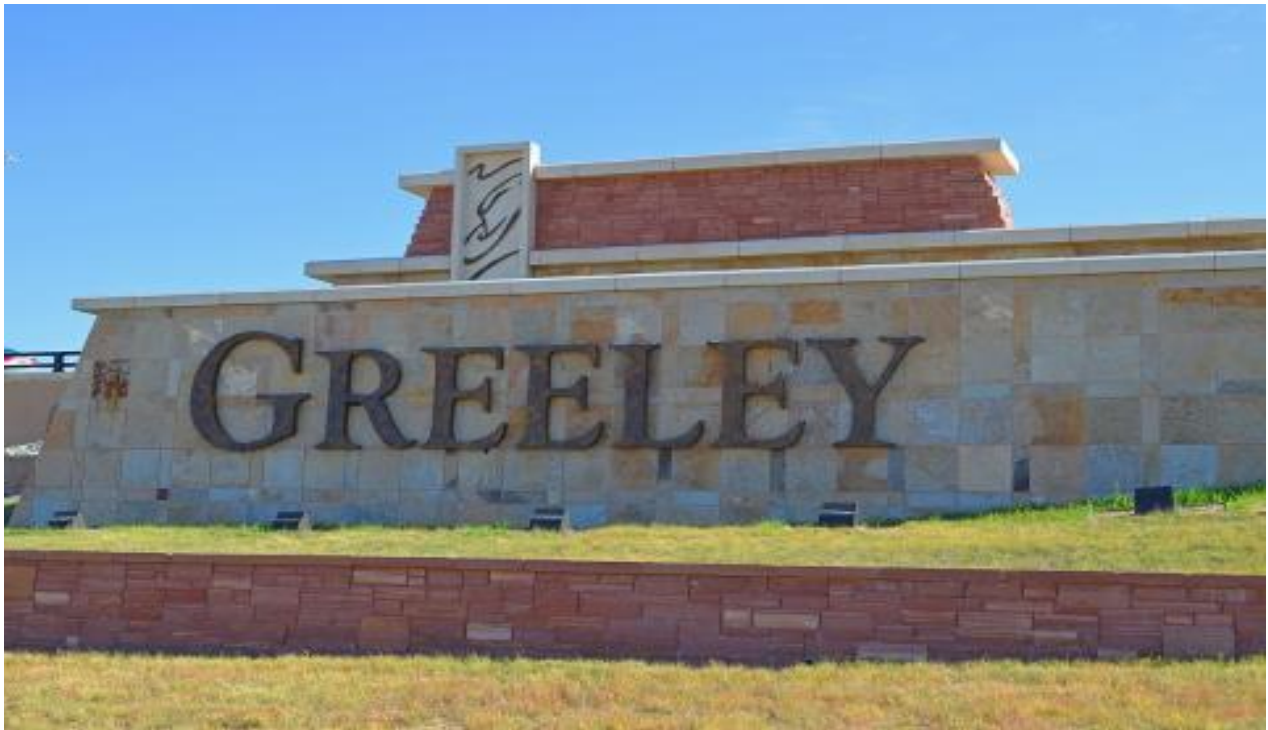


City of
Greeley Colorado
2023 Legislative Agenda



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Greeley, a home rule city that is the county seat, the most populous municipality in Weld County and one of the most populous cities in Colorado. As the principal city of the Greeley, CO Metropolitan Statistical Area, Greeley is a major city within the Front Range Urban Corridor.

The Greeley City Council has adopted this Legislative Agenda ahead of the upcoming 2023 Colorado General Assembly session. The purpose of the City's agenda is to guide local legislators and city staff in supporting goals on a community level.

The legislative agenda is meant to serve as a broad set of policy statements that convey positions on legislative issues that affect our community and communicate the City's priorities.

Although it cannot be known what the upcoming session will bring, this agenda is structured to address subject areas of local concern and guide the City of Greeley in its legislative decision-making through the 2023 session.

This agenda is meant to serve as a high-level overview that represents the City's legislative views as a whole, never as individual ideals or positions. This agenda is meant to be used as a nimble instrument for guidance on legislative matters of interest to the City at the County, State and Federal level.

Should matters outlined in this agenda require attention, the City Manager's office will use its discretion to provide the city's position based on the guidance provided in this agenda. Should matters arise outside the scope of the agenda, the City Manager's office will bring the subject to City Council's attention for review, discussion, and positioning when time allows.

CITY COUNCIL

The City of Greeley operates with a Council-Manager form of government with the Council acting as the city’s legislative body, adopting laws and policies and setting priorities to guide the City Council. Members are residents of Greeley who care deeply about their city and choose to serve their community as an elected official to maintain and improve Greeley’s quality of life. There are a total of seven elected council members, including the Mayor.

The Council meets annually to evaluate the state of the city. Based on data, discussions with staff, and public input, the Council sets priorities which guide Greeley City government for the upcoming year



Mayor
 John Gates
 📅 Term: 2021-2023
 ☎ 970-350-9772
John.Gates@greeleygov.com



Ward I
 Tommy Butler
 📅 Term: 2019-2023
 ☎ 970-336-4291
Tommy.Butler@greeleygov.com



Ward II
 Deb DeBoutez
 📅 Term: 2021- 2025
 ☎ 970-336-4296
deb.deboutez@greeleygov.com



Ward III
 Johnny Olson
 📅 Term: 2021-2025
 ☎ 970-336-4293
johnny.olson@greeleygov.com



Ward IV
 Dale Hall
 📅 Term: 2019- 2023
 ☎ 970-336-4290
Dale.Hall@greeleygov.com



At Large
 Brett Payton | Mayor Pro Tem
 📅 Term: 2021-2025
 ☎ 970-336-4294
Brett.Payton@greeleygov.com



At Large
 Ed Clark
 📅 Term: 2019-2023
 ☎ 970-336-4292
Ed.Clark@greeleygov.com

CITY OF GREELEY CONTACT INFORMATION

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 Raymond C. Lee III
 970-518-2262
raymond.lee@greeleygov.com

INTERGOV'T AFFAIRS OFFICER
 Staycie M. Coons
 970-381-1495
staycie.coons@greeleygov.com

FEDERAL REPRESENTATIVES



Congressman Ken Buck
5626 19th Street, Suite A
Greeley, CO 80631
(970) 352-5546



US Senator John Hickenlooper
801 8th Street, Suite 140A
Greeley, CO 80631
(970) 352-5546



US Senator Michael Bennet
1200 S College Ave, Suite 211
Fort Collins, CO 80524
(970) 224-2200



Congresswoman Yadira Caraveo

STATE REPRESENTATIVES



Representative Mary Young
200 E Colfax, Room 307
Denver, CO 80203
(303) 866-2929



Senator John Cooke
200 E Colfax, Room 346
Denver, CO 80203
(303) 866-4451

WELD COUNTY COMMISSIONERS



The five-member Board of County Commissioners is the statutory head of Weld County's government. Two commissioners are elected At-Large and three are elected from the district in which they reside.

The Board meets at 9:00 a.m. each Monday and Wednesday in the Commissioner's Assembly Room of the Administration Building, 1150 O Street, Greeley.

Karla Ford, Office Manager, Weld County Board of Commissioners can be reached at by email at kford@weldgov.com or by phone at (970) 336-7204.

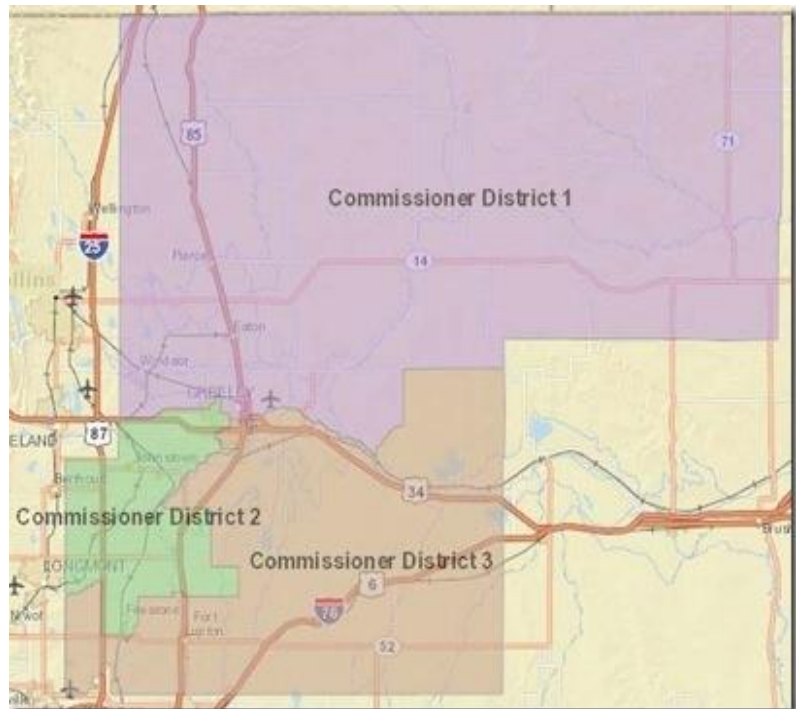
Mike Freeman, Pro-Tem
Commissioner of District 1
mfreeman@weldgov.com

Scott James
Commissioner of District 2
sjames@weldgov.com

Lori Saine
Commissioner of District 3
lsaine@weldgov.com

Kevin Ross
Commissioner At-Large
kross@weldgov.com

Perry Buck
Commissioner At-Large
pbuck@weldgov.com



The views held within this agenda are meant to protect the City's ability to home rule, further economic vitality and nurture the steady growth that is coming to the City of Greeley.

MUNICIPAL LOCAL CONTROL & HOME RULE

The City of Greeley believes that issues regarding community and local control should be addressed locally. State and Federal intrusion can undermine home rule and local control. The City of Greeley:

- Supports local control, allowing the City to address local issues without interference.
- Urges County, State and Federal officials and bodies to respect the roles and powers of municipalities.
- Supports legislation that respects local control, providing home rule municipalities with authority and flexibility.
- Opposes action that threatens or weakens home rule authority.
- Oppose state mandates on building codes, and zoning changes.

BEER & LIQUOR

As the local authority empowered to issue and renew liquor licenses and ensure that license rules and regulations are followed, the City supports growth in local licensing for all types of beer & liquor licensing.

CRIMINAL JUSTICE

The City of Greeley:

- Supports initiatives that foster state and community-based intervention, prevention and rehabilitation.

These initiatives must respect the role of local governments.

- Supports legislation that safeguards a municipalities' flexibility in any implementation of Federal and State programs.
- Supports county, state and federal funding of local public safety programs that promote co-responder models which partner law enforcement and mental health professionals.

ECONOMIC VITALITY

The City of Greeley urges the state to provide funds and staff for programs that promote economic vitality in Colorado by:

- Encouraging expansion of local economies.
- Supporting existing businesses and creating new jobs and regional partnerships.
- Closely coordinating with local governments.
- Ensuring that the state will not promote any economic development project against the desires of the communities most directly affected.
- Encouraging the federal government to support state and local government projects that promote economic development.
- Supporting incentive programs that promote local rehabilitation and revitalization.
- Supports legislation meant to enhance state-wide funding for small business support.

ENERGY RESILIENCE, RELIABILITY AND SUSTAINABILITY

Understanding that energy issues extend beyond electricity, encompassing the community's use of natural gas and petroleum, the City:

- Supports legislation that promotes energy affordability for residents, governments, businesses and educational institutions.
- Supports efforts that promote safety in generation, transmission and distribution of energy.
- Supports measures that maximize a municipality's ability to ensure sustainable and reliable long-term energy resources.
- Supports incentives that promote energy efficiency, conservation, and grid flexibility.
- Opposes state preemption of municipalities in setting and implementing long-term energy goals that maximize renewable resources, resilience and reliability.

ENVIRONMENT

In addressing state-wide environmental concerns, the City of Greeley:

- Supports practices to assure public health, safety, and environmental protection.
- Supports measures taken to protect domestic water sources.
- Opposes state preemption of local land use and watershed regulations.
- Opposes state preemption of municipality's authority to adopt environmental ordinances.

FINANCE

Fiscal planning, debt management and investment policies are vital to the City's financial health.

Therefore, the City:

- Supports the maintaining and expanding the City's authority to establish alternative funding mechanisms.
- Opposes legislation that would prevent the City's authority to increase its revenue base.

HOUSING

Housing availability and affordability is among the areas of high importance for the City. Therefore, the City:

- Supports legislation clarifying that municipalities have the authority to require affordable housing in newly developed areas.
- Supports additional funding that assists municipalities in meeting the housing needs of low-income families.
- Supports measures to simplify and streamline Health & Human Services application processes.

INTERGOVERNMENTAL COLLABORATION

The City of Greeley believes that its citizens are best served when regular dialogue occurs between local, County, State and Federal governments. The city supports collaborative intergovernmental solutions to shared problems through dialogue.

MARIJUANA

The legalized use and sale of marijuana at the State level is an issue that continues to create local impacts that remain a concern for the City of Greeley. As the issues and impacts related to the statewide legalization of marijuana evolve, the City continues to:

- Support maximum local control for regulation and licensing of facilities, product manufacturing, testing and retail operations.
- Support the local option to prohibit cultivation facilities, testing facilities, and retail stores.
- Support increasing penalties to those who supply marijuana to underage individuals.
- Oppose any legislation which lowers the age for access to marijuana.

MUNICIPAL COURT OPERATIONS

The City of Greeley supports the authority of home rule municipalities to provide, conduct and control municipal court operations.

As such, the City of Greeley:

- Opposes onerous limitations on the ability of municipalities to enforce its own municipal court regulations.
- Opposes any unfunded mandates imposed on municipal court operations.

PUBLIC SAFETY

The City of Greeley recognizes the critical importance of maintaining public safety. This includes providing a safe and secure

community for all lives and property within residents.

As such, the City of Greeley:

- Supports protections afforded to victims of crime.
- Supports a reduction of operational restrictions on the use of camera enforcement.
- Opposes legislation that may potentially compromise the safety of first responders.
- Supports maximizing the liability protection afforded to local governments for prisoners self-inflicted wounds while in custody
- Opposes legislation which undermines local control of public safety and enforcement.
- Supports leveraging county, state and federal resources in the areas of information, coordination, and training in the interests of emergency management preparedness, response and recovery.
- Supports maximizing county, state and federal financial support of local emergency management services.

STATE & FEDERAL MANDATES

Programs and regulations mandated by the county, state and federal governments often stretch a municipality's resources. These impacts indirectly and directly compromise the ability of local governments to fulfill its primary responsibilities, needs and priorities.

Therefore, the City:

- Supports legislative measures that requires reimbursement to local governments for costs associated with mandates imposed by county, state and federal governments.
- Opposes unfunded mandates on local governments.

TRANSPORTATION

The City of Greeley promotes transportation infrastructure that supports increased safety and efficiency of the movement of people, goods and services.

Therefore, the City:

- Supports methods to fund local transportation needs.
- Supports additional funding options and availability for current and future transportation modes.
- Opposes legislation that strips responsibility for roads from the state and places the responsibility on municipalities without adequate annual funding for ongoing maintenance.

WATER RESOURCES

The ongoing protection of senior water rights and the prior appropriations system of administration of water in Colorado is a historical priority for the City of Greeley.

Therefore, the City:

- Supports policies that protect Colorado water resources.
- Supports appropriate water conservation efforts and

sustainable water resources management practices.

- Supports Water Use Efficiency and Conservation Programs and the potential for legislative mandates or limitations
- Supports drought response and water wise landscape resources.
- Supports efforts to enhance public's knowledge of water-related issues.
- Supports appropriate coordination of municipal water use with other uses such as agriculture, energy development, and open space.
- Supports funding which assists municipalities to protect water quality with construction and water system improvements.
- Supports wildfire recovery and its funding.



Council Agenda Summary

January 3, 2023

Key Staff Contact: Paul Trombino, Public Works Director

Title:

Consideration of change order #3 to the contract with Icon Engineering, Inc. (Icon) for design services for 12th Street Storm Drain Outfall Phase 1B (Project), increasing the contract from \$865,060 to \$971,790.00.

Summary:

Change Order #3 with Icon involves additional work performed during the design phase of the Project. Icon has a 2021 contract with the City of Greeley (City), executed in January 2021, for engineering design to complete this Project. Change Order #3 for \$106,730.00 will increase the contract total from \$865,060 to \$971,790.00. The Project Professional Services account has sufficient available budget to fund Change Order #3. Change Orders 1 and 2 previously increased the contract value by \$323,860.00.

The Storm Drain Project is the most critical recommended improvement from the North Greeley and Downtown Storm Drainage Master Plan, adopted in 2017. The Stormwater Division (Stormwater) programmed this project for design in 2020-21 and construction in 2023. Design is ongoing, with construction planned in early 2023.

Increased design fees stem from value engineering because of project costs of construction at the 90% submittal milestone. Advancement of design from 50% to 90% resulted in increased detailing. The City's Construction Manager at Risk returned a 90% cost estimate that increased more than \$2 million from 50% costs.

In addition, 90% plans anticipated relocation of an 8" high-pressure gas main owned and operated by Atmos Energy. Negotiations began in early 2021 to relocate this line, and initial budgetary estimates provided by Atmos were utilized in the project budget. In October 2022, Atmos received a bid to relocate this line that exceeded budgetary estimates by nearly \$1 million. Public Works determined the relocation was no longer cost effective; however, 90% design of the storm channel and box culvert relied upon its relocation. Redesign tasks are necessary to design a constructible project that does not require relocation of the gas main.

Preliminary evaluations indicate that value engineering and redesign around the gas main can reduce the cost of construction by approximately \$2.5 million. Phase 1A is proposed to be constructed with an Early Work Amendment contract, while Phase 1B will be delayed until redesign can be completed.

Fiscal Impact:

Does this item create a fiscal impact on the City of Greeley?	Yes
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If yes, what is the initial, or, onetime impact?	\$106,730.00
What is the annual impact?	Annual maintenance of system
What fund of the City will provide Funding?	432 – Storm Drain New Construction (12th Street Phase 1B)
What is the source of revenue within the fund?	432 – Stormwater Capital Fund (Stormwater Fees)
Is there grant funding for this item?	No
Additional Comments:	There is sufficient budget in the Professional Services account for this project to fully fund this Change Order

Legal Issues:

None.

Strategic Focus Area:



Infrastructure and Mobility

Council's Recommended Action:

A motion to approve the Change Order #3.

Attachments:

- Change Order #3
- Icon Engineers, Inc. Original Service Contract
- Icon Engineers, Inc. Additional Service Contract
- 12th Street Change Order #3 Presentation

CHANGE ORDER FORM

Project Information

Change Order #:	THREE			Date:	November 16, 2022
Project Name:	12th Street Storm Outfall Phase 1B Design Services				
Bid Number:	FD20-10-145			Dept/Division:	Public Works/Stormwater Manager
Original Budget Unit #:	NA			PO #:	NA
New Oracle Charge Number:	432-1060-58501	Project Number:	11121	Oracle PO:	20210020
Oracle Expenditure Type:	8229 - Professional Services		Expenditure Organization:	Capital Improvement	
Project Manager:	Andrew T Fisher			Title:	Civil Engineer III

Contractor/Consultant Information

Contractor/Consultant:	ICON Engineering, Inc./Craig Jacobson	Email:	cjacobson@iconeng.com
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The CONTRACTOR/CONSULTANT is hereby directed to perform the WORK described in the CONTRACT for design/construction as amended by this CHANGE ORDER.

See attached **3** sheets with full explanation for the change order.

Compensation to Contractor/Consultant

The original contract sum was:	\$541,200.00
The net change by previous change order was:	\$323,860.00
The contract sum prior to this change order was:	\$865,060.00
The contract sum will be: (See List) Increased	\$106,730.00
The new contract sum, including this change order is:	\$971,790.00
The contract time will be: (See List) Increased	90
The new date for project completion is:	February 28, 2023

This CHANGE ORDER is intended to, and the OWNER agrees that it shall, fairly and adequately compensate the CONTRACTOR/CONSULTANT for the extra direct costs (time and materials, etc.) as well as all expenses and damages which may result from any delays, suspensions, stretch-outs, scheduling, inefficiencies and accelerations in the WORK associated with this CHANGE ORDER, and the CONTRACTOR/CONSULTANT releases the OWNER from any claims for such expenses and damages.

This CHANGE ORDER is intended to, and the CONTRACTOR/CONSULTANT agrees that it does, provide the CONTRACTOR/CONSULTANT a reasonable and adequate period of time in which to complete the WORK in accordance with the CONTRACT for establishment of policies, as amended by this CHANGE ORDER, and the CONTRACTOR/CONSULTANT releases the OWNER from any claims for additional time to perform the WORK associated with this CHANGE ORDER.

The Contract Documents may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same document. The Contract Documents, including all component parts set forth above, may be executed and delivered by electronic signature by any of the parties and all parties consent to the use of electronic signatures.

Signatures for Council (Council minutes need to be attached)

IN WITNESS WHEREOF, the parties have caused this instrument to be executed in two (2) original counterparts as of the day and year first above written.

Approved as to Substance	Reviewed as to Legal Form
City Manager	City Attorney
Certification of Contract Funds Availability	Departmental Certification
Director of Finance	Department Director
Purchasing Official	Project Manager

Certification of Content by Contractor/Consultant

Representative of Contractor/Consultant	Title
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Additional Approval:

Budget Supervisor CPC Finance

Cumulative change orders totalling \$430,590 for a total of 79.6%.

CHANGE ORDER FORM



Project Information

Change Order #:	THREE
Project Name:	12th Street Storm Outfall Phase 1B Design Services
Date:	11/16/2022
Project Manager:	Andrew T Fisher

Change Order Justification

Why was this not in original contract?	<p>There are four substantive components to this Change Order, each described in greater detail below.</p> <p>1) Enhanced Water Quality Design: This scope is a regulatory response. Additional scope of design was requested to address water quality needs for E. Coli treatment and to address first flush illicit discharges. The need was not recognized at the time the contract was executed and was subsequently illuminated by increased regulatory literature, federal attention on the MS4 program in the form of an EPA audit, and a structure fire and resultant firefighting activities in the project area.</p> <p>2) River Restoration Design: There is an opportunity to enhance a degraded river section and improve sediment transport in the project location. An abbreviated evaluation of river restoration design was included in the original project scope, but viability and the scale of design efforts was unknown at the time</p> <p>3) Pre-construction Services: The original contract followed 2019 Preliminary Design, in which that project consultant recommended a Design-Bid-Build delivery approach. A shift to a Construction-Manager-at-Risk delivery approach necessitates additional pre-construction services, which we anticipate to be off-set by savings in the Construction Phase.</p> <p>4) Phase 1A and 1B combination: This project proposes to construct Phase 1A and 1B in tandem. This Change Order includes Pre-construction and Water Quality Design fees for both the design consultant for Phase 1A and 1B.</p>
Budget Impact/Funding	This Change Order will result in an increase of \$106,730 for Professional Services. However, the project has sufficient budget to execute this Change Order will no further required transactions. Additionally, this expenditure is projected to reduce the cost of construction by more than \$2 million.
Impact to project schedule	ICON Engineering, Inc./Craig Jacobson

<p>Detailed Explanatory Change Order</p>	<p>Item No. 16. There are four substantive components to this Change Order, each described in greater detail below.</p> <p>1) Enhanced Water Quality Design: This scope is a regulatory response. Additional scope of design was requested to address water quality needs for E. Coli treatment and to address first flush illicit discharges. The need was not recognized at the time the contract was executed and was subsequently illuminated by increased regulatory literature, federal attention on the MS4 program in the form of an EPA audit, and a structure fire and resultant firefighting activities in the project area.</p> <p>2) River Restoration Design: There is an opportunity to enhance a degraded river section and improve sediment transport in the project location. An abbreviated evaluation of river restoration design was included in the original project scope, but viability and the scale of design efforts was unknown at the time</p> <p>3) Pre-construction Services: The original contract followed 2019 Preliminary Design , in which that project consultant recommended a Design-Bid-Build delivery approach. A shift to a Construction-Manager-at-Risk delivery approach necessitates additional pre-construction services, which we anticipate to be off-set by savings in the Construction Phase.</p> <p>4) Phase 1A and 1B combination: This project proposes to construct Phase 1A and 1B in tandem. This Change Order includes Pre-construction and Water Quality Design fees for both the design consultant for Phase 1A and 1B. This will extend design professional services to February 2023. Notice to Proceed for Construction of Phase 1B will be delayed from November 2022 to February 2023. The overall construction schedule impact to Phase 1 is delayed one month but still projected to be completed within the project schedule. Construction of Phase 1A is proposed to begin construction in December 2022 through an Early Work Amendment prior to finalization of the Guaranteed Maximum Price (GMP) contract.</p>
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Item No. 16.

City of Greeley, Colorado Contract Information

Other Relevant Information about Contract:

Project Name: 12th Street Storm Outfall – Phase 1B – Design Services


Bid Number: FD20-10-145

Vendor: ICON Engineering, Inc.

PO#: 20210020 **BUN/Account#/Project #:** 432.5800.58501.8229.000.0000.000

Contract Amount: \$541,200.00

Project Manager: Andrew Fisher


DocuSigned by:

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Department Reviewed: Karen Reynolds

DocuSigned by:

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Department Reviewed: Joel Hemesath

DocuSigned by:

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Department Reviewed:

DocuSigned by:

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Item No. 16.



Order	20210020
Order Date	12-JAN-2021
Change Order	0
Change Order Date	12-JAN-2021
Revision	0
Ordered	541,200.00 USD

Ship To **1001 9th Avenue
Greeley, CO 80631
United States
WELD**
Notes USD = US Dollar

Supplier **ICON ENGINEERING INC
7000 S YOSEMITE ST STE 120
CENTENNIAL, CO 80112**

Customer Account Number	Supplier Number	Payment Terms	Freight Terms	FOB	Shipping Method
	27229	Net 30		Destination	
Confirm To Douglas Clapp Phone 1-970-350-9792				Deliver To Contact Wendy Bethel E-mail wendy.bethel@greeleygov.com	

Line	Item	Price	Quantity	UOM	Ordered	Taxable
1	12th Street Storm Outfall Phase 1B Design Services.	541,200.00	1	Each	541,200.00	

Charge Account 432.5800.58501.8229.000.0000.000

Total 541,200.00

Pay terms net 30 days ARO

Email Invoice Address: COGAcctsPayable@greeleygov.com

Purchasing Manager

City of Greeley
Accounts Payable
1000 10th Street
Greeley, CO 80631

THIS DOCUMENT IS FOR THE PURPOSE OF ORDER CONFIRMATION, DELIVERY INFORMATION AND PAYMENT PROCESSING.



AWARD MEMO

DATE: January 4, 2021
TO: Doug Clapp, Purchasing Manager
THROUGH: Karen Reynolds, Stormwater Division Manager
FROM: Andrew Fisher, Project Manager
COPY: Wendy Bethel, Budget Analyst
PROJECT NAME: RFP FD20-10-145 12th Street Storm Outfall: Phase 1B Design Services Award

PROJECT DESCRIPTION:

The Stormwater Division is beginning the design of the 12th Street Storm Outfall, the project most highly recommended to be completed by the North Greeley and Downtown Storm Drainage Master Plan (2017). The first phase of this project - 12th Street Storm Outfall: Phase 1A – is currently under design. The next Phase, Phase 1B, includes design of 1400 LF of storm trunk line, a water quality pond, stream restoration, a storm outfall, and potentially neighborhood amenities including a Poudre Trailhead. The Stormwater Management Division requires a qualified Water Resources firm with experience with drainage design, water quality, and floodplain permitting.

BID RESULTS:

An RFP was released on October 21, and proposals were received on November 20 from five firms. Four individuals with various backgrounds, skills and interests in the project were selected to review the proposals as a diverse group of stakeholders. These personnel included the Stormwater Project Manager, a Stormwater Civil Engineer, the City's Water Quality Administrator, and a representative from the City's Natural Areas and Trails Division within the Community Development Department. Based upon review of the five proposals, the committee selected two firms for interview – ICON Engineering and Olsson. Interviews were held on December 10 with the review committee. At the conclusion of the interviews, the selection committee independently revised their scores utilizing the rubric dictated in the project RFP. No discussion took place between the committee after the interviews. These scores were reported and produced a unanimous recommendation of ICON Engineering as the preferred consultant. The average scores of the committee are attached for your reference for both the written and interview stages.

As a result of this recommendation, the City's Project Manager engaged the representatives from ICON Engineering in negotiations over the Project Scope, Fee and Schedule. ICON had provided four additional scope items as additional services in their original proposal. Three of these services were selected for inclusion in the project contract. The project tasks were restructured at the City's request, and the project schedule was adjusted. The new contract scope/fee and schedule are attached for your use and the basis of this contract.

The overall proposed fee for this contract is \$541,200.00, which fits within the existing project budget.

PROJECT COST: \$541,200.00

NOTICE TO PROCEED will be issued after contracts are executed with a completion date of September 30, 2022.

Item No. 16.

RECOMMENDATION:

The Department recommends awarding the contract to ICON Engineering, in the amount of \$541,200.00. The cost of the Work will be paid from:

Accounting	Project Name	Project Number	Account Number	Total
432-1060-58501	12 th Street Storm Trunk Line – Phase 1B	11121	8229	\$541,200.00

Department Signatures:

DocuSigned by:

Date: 1/8/2021

Project Manager:

DocuSigned by:

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Division Manager:

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Karen Reynolds

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EVALUATION OF PROPOSALS

PROJECT: 12th Street Storm Outfall - Phase 1B

DATE SUBMITTED: 12/11/2020

EVALUATOR'S NAME: Average Scores - Interviews



	Firm's related experience	Results of previous projects	Evaluation of qualifications of assigned personnel	Firm management QC, budgets & cost controls	Understanding of project & approach	Familiarity with local area	Ability to complete work in time frame etc.	Firm's proposed cost of services	TOTAL	AVERAGE RANKING
FIRM NAME	(1-25 points)	(1-10 points)	(1-15 points)	(1-5 points)	(1-30 points)	(1-5 points)	(1-5 points)	(1-5 points)	(100 points)	
ICON	24.3	8.8	14.8	4.5	29.8	5.0	4.8	4	95.75	1
Olsson	23.3	8.5	14.3	4.3	26.0	4.5	4.8	5	90.5	2

EVALUATION OF PROPOSALS

PROJECT: 12th Street Storm Outfall - Phase 1B

DATE SUBMITTED: 12/3/2020

EVALUATOR'S NAME: Average Scores - Written Proposals



	Firm's related experience	Results of previous projects	Evaluation of qualifications of assigned personnel	Firm management QC, budgets & cost controls	Understanding of project & approach	Familiarity with local area	Ability to complete work in time frame etc.	Firm's proposed cost of services	TOTAL	AVERAGE RANKING
FIRM NAME	(1-25 points)	(1-10 points)	(1-15 points)	(1-5 points)	(1-30 points)	(1-5 points)	(1-5 points)	(1-5 points)	(100 points)	
Anderson	21.8	7.0	12.3	3.8	18.5	4.3	4.8	5	77.25	4.5
Horrocks	21.3	7.8	12.8	4.0	26.8	4.0	4.0	1	81.5	3.25
ICON	24.0	8.8	14.3	4.0	28.3	5.0	4.8	4	93	1.25
Olsson	23.3	8.3	14.5	4.3	27.0	4.5	4.8	5	91.5	2
Stantec	22.0	7.3	12.3	4.3	25.8	2.8	4.5	3	81.75	3.75

*ICON and Olsson selected to interview based on scores

ESTIMATED SCHEDULE

Alt

30

%

50

%

90

%

bid

DESIGN/ PHASES 12th Street Outfall - Phase 1B	Jan-21				Feb-21				Mar-21				Apr-21				May-21				Jun-21				Jul-21				Aug-21				Sep-21				Oct-21				Nov-21				Dec-21				Jan-22				Feb-22				Mar-22				Apr-22				May-22				Jun-22				Jul-22			
	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4												
Description																																																																												
Task 1 PRELIMINARY DESIGN																																																																												
1	Preliminary Design - General Design Services																																																																											
1.1	- Progress Team Meetings & Conference Calls (6 meetings)																																																																											
1.2	- City Departmental/Additional Coordination Meetings (2 Assumed)																																																																											
1.3	- Public and Citizen Informational Meetings (1 Assumed) & Website																																																																											
1.4	- Review Ex. Reports/Designs/Background Data/FEMA/Site Conditions																																																																											
1.5	- Site Survey / Mapping																																																																											
1.6	- Wetland, Cultural, TES Survey, Phase 1 Environmental																																																																											
1.7	- QA/QC																																																																											
1.8	- SUE (QLC/QLD)																																																																											
2	Alternatives Analysis																																																																											
2.1	- Storm Sewer Layout																																																																											
2.2	- Water Quality Review and Alternatives																																																																											
2.3	- Poudre River Site Assessments																																																																											
2.4	- Restoration Alternatives																																																																											
2.5	- Utility Conflict and Resolution - Sanitary Sewer																																																																											
2.6	- Utility Conflict and Resolution - Water																																																																											
2.7	- Utility Conflict and Resolution - Other Utilities																																																																											
2.8	- Outfall Layout																																																																											
2.9	- Cost Evaluations																																																																											
2.10	- Alternative Selection, Decision Making, Vision Planning Report (5/7/21)																																																																											
3	30% Design																																																																											
3.a	- Design Development																																																																											
3.b	- 30% Plan Preparation																																																																											
3.c	- Submittal to City (6/18/2021)																																																																											
3.d	- Address Comments																																																																											
Task 2 FIR 50% DESIGN																																																																												
1	50% Design - General Design Services																																																																											
1.1	- Progress Team Meetings & Conference Calls (7 meetings)																																																																											
1.2	- City Departmental/Additional Coordination Meetings (1 Assumed)																																																																											
1.3	- CDOT Coordination Meetings (1 Assumed)																																																																											
1.4	- Public and Citizen Informational Meetings (1 Assumed) & Website																																																																											
1.5	- Geotechnical Investigation																																																																											
1.6	- SUE (QLA/QLB, Potholes (Assume 15))																																																																											
1.7	- QA/QC																																																																											
2	50% Design																																																																											
2.1	- Cover Sheet / General Notes / Survey Control Sheet																																																																											
2.2	- Demolition Plan																																																																											
2.3	- SWMP Plan																																																																											
2.4	- Storm Sewer Plan & Profile Sheets (1" = 20') and Detail Sheets																																																																											
2.5	- Water and Sewer Utility Adjustments and Detail Sheets																																																																											
2.6	- Outfall Plan & Profiles (1" = 20')																																																																											
2.7	- Outfall Channel Details																																																																											
2.8	- Stream Restoration Design																																																																											
2.9	- Roadway Restoration																																																																											
2.10	- Water Quality Pond & Design Features																																																																											
2.11	- Community Upgrade Design																																																																											
2.12	- Planting and Landscape Plans																																																																											
2.13	- Traffic Control Plan																																																																											
2.14	- Utility Coordination																																																																											
2.15	- Structural Engineering																																																																											
2.16	- Final Hydrology & Hydraulics Analysis (Pipe)																																																																											
2.17	- Determination of Quantities & Bid Schedule																																																																											
2.18	- Cost Evaluations																																																																											
2.19	- Initial Design (50% Submittal) - (1/21/2022)																																																																											
Task 3 FOR 90% DESIGN																																																																												
1	90% Design - General Design Services																																																																											
1.1	- Progress Team Meetings & Conference Calls (2 meetings)																																																																											
1.2	- City Departmental/Additional Coordination Meetings (1 Assumed)																																																																											
1.3	- CDOT Coordination Meetings (1 Assumed)																																																																											
2	90% Design																																																																											
2.1	- Refinement of Construction Drawings (90% Submittal) - (5/20/2021)																																																																											
2.2	- Utility Coordination																																																																											
2.3	- Structural Engineering																																																																											
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2	- RFI & Question Responses																																																																											

ICONENGINEERING
PROJECT ESTIMATING SHEET

DESIGN/ PHASES 12th Street Outfall - Phase 1B	ICON Engineering							Washburn Surveyors	ERO	Lithos Engineering	SurvWest SUE	SAN Eng.	Kimley/Horn	Valerian	TOTALS	
	Contract Mgr.	Project Mgr.	Ind. QC	Prof.	Prof.	Eng. I	CAD/ GIS									Misc. Direct Costs
	Principal Eng I \$189 Hours	Prof. Eng III \$169 Hours	Principal Eng. II \$189 Hours	Prof. Eng. II \$159 Hours	Eng. I \$108 Hours	CAD/ GIS \$105 Hours										
Description								Direct Ex.	Direct Ex.	Direct Ex.	Direct Ex.	Direct Ex.	Direct Ex.	Direct Ex.		
Task 1 PRELIMINARY DESIGN															Task 1 Subtotal	\$168,420
1 Preliminary Design - General Design Services																
1.1 - Progress Team Meetings & Conference Calls (6 meetings)	8	18		8			\$400			\$200			\$250	\$2,000		\$8,676
1.2 - City Departmental/Additional Coordination Meetings (2 Assumed)	4	6					\$75						\$250			\$2,095
1.3 - Public and Citizen Informational Meetings (1 Assumed) & Website	3	8		4		8	\$125									\$3,520
1.4 - Review Ex. Reports/Designs/Background Data/FEMA/Site Conditions	2	8		4	4											\$2,798
1.5 - Site Survey / Mapping	1	6				12		\$5,200								\$7,663
1.6 - Wetland, Cultural, TES Survey, Phase 1 Environmental									\$25,000							\$25,000
1.7 - QA/QC			16													\$3,024
1.8 - SUE (QLC/QLD)		2									\$5,000		\$500			\$5,838
2 Alternatives Analysis																
2.1 - Storm Sewer Layout	4	8				18				\$2,400						\$6,398
2.2 - Water Quality Review and Alternatives		2		8	12	6								\$8,120		\$11,656
2.3 - Poudre River Site Assessments		2		18	12	4	\$100									\$5,016
2.4 - Restoration Alternatives		2		14	12	4										\$4,280
2.5 - Utility Conflict and Resolution - Sanitary Sewer		2											\$1,085			\$1,423
2.6 - Utility Conflict and Resolution - Water		2											\$1,000			\$1,338
2.7 - Utility Conflict and Resolution - Other Utilities		2											\$1,140			\$1,478
2.8 - Outfall Layout		6			16	4										\$3,162
2.9 - Cost Evaluations		4		12									\$1,195			\$3,779
2.10 - Alternative Selection, Decision Making, Vision Planning Report (5/7/21)	6	6					\$50		\$2,000					\$15,000		\$19,198
3 30% Design																
3.a - Design Development		32		6	36	44	\$100					\$3,500				\$18,470
3.b - 30% Plan Preparation		16		8	32	30							\$2,500	\$13,100		\$26,182
3.c - Submittal to City (6/18/2021)	8	8				2										\$3,074
3.d - Address Comments		8			12	16	\$24									\$4,352
Task 2 FIR 50% DESIGN															Task 2 Subtotal	\$229,989
1 50% Design - General Design Services																
1.1 - Progress Team Meetings & Conference Calls (7 meetings)	10	21	0	10	0	0	\$300			\$600			\$300	\$2,740		\$10,969
1.2 - City Departmental/Additional Coordination Meetings (1 Assumed)	2	3					\$50						\$300			\$1,235
1.3 - CDOT Coordination Meetings (1 Assumed)		2					\$10									\$348
1.4 - Public and Citizen Informational Meetings (1 Assumed) & Website	3	8		4		8	\$125									\$3,520
1.5 - Geotechnical Investigation	1	4				2				\$9,000						\$10,075
1.6 - SUE (QLA/QLB, Potholes Assume 15))		6				6					\$32,600		\$1,780			\$36,024
1.7 - QA/QC			32													\$6,048
2 50% Design																
2.1 - Cover Sheet / General Notes / Survey Control Sheet		2			4	4										\$1,190
2.2 - Demolition Plan		4		12		12										\$3,844
2.3 - SWMP Plan		2		4	16	8										\$3,542
2.4 - Storm Sewer Plan & Profile Sheets (1" = 20') and Detail Sheets	4	24		24	80	40										\$21,468
2.5 - Water and Sewer Utility Adjustments and Detail Sheets	2	12				12							\$4,090			\$7,756
2.6 - Outfall Plan & Profiles (1" = 20')	2	10		12	16	12										\$6,964
2.7 - Outfall Channel Details		4		4	12	4				\$7,500						\$10,528
2.8 - Stream Restoration Design	2	8		20	33	16	\$50		\$1,000					\$2,000		\$13,204
2.9 - Roadway Restoration		8			16	16										\$4,760
2.10 - Water Quality Pond & Design Features	6	16		24	32	20										\$13,210
2.11 - Community Upgrade Design	4	12		6	16	16	\$50					\$8,000		\$8,000		\$23,196
2.12 - Planting and Landscape Plans		6			4	6								\$21,610		\$23,686
2.13 - Traffic Control Plan		4			16	12										\$3,664
2.14 - Utility Coordination		4		2									\$2,140			\$3,134
2.15 - Structural Engineering	1	2				8						\$8,500				\$9,867
2.16 - Final Hydrology & Hydraulics Analysis (Pipe)		4		12	24											\$5,176
2.17 - Determination of Quantities & Bid Schedule	1	4		2	6											\$1,831
2.18 - Cost Evaluations		4		4												\$1,312
2.19 - Initial Design (50% Submittal) - (1/21/2022)		12				12	\$150									\$3,438
Task 3 FOR 90% DESIGN															Task 3 Subtotal	\$72,189
1 90% Design - General Design Services																
1.1 - Progress Team Meetings & Conference Calls (2 meetings)	4	6		4			\$200						\$100	\$1,000		\$3,706
1.2 - City Departmental/Additional Coordination Meetings (1 Assumed)	2	3					\$50						\$200			\$1,135
1.3 - CDOT Coordination Meetings (1 Assumed)		2					\$7									\$345
2 90% Design																
2.1 - Refinement of Construction Drawings (90% Submittal) - (5/20/2021)	12	40		32	90	67	\$150			\$1,100		\$4,000	\$3,000	\$4,200		\$43,321
2.2 - Utility Coordination		4		2									\$2,140			\$3,134
2.3 - Structural Engineering		2				8						\$4,000				\$5,178
2.4 - Determination of Quantities & Bid Schedule	1	2		2	4											\$1,277
2.5 - Cost Evaluations		2		2												\$656
2.6 - Develop Project Specifications / Special Conditions (as required)	4	24					\$25			\$400			\$2,680			\$7,917
2.7 - Prepare Project Design Report	1	2		18		2	\$25									\$3,624
2.8 - Utility Easements (3 assumed)		4				4		\$800								\$1,896
Task 4 BID SET FINAL DESIGN															Task 4 Subtotal	\$25,106
1 Final Design - General Design Services																
1.1 - Progress Team Meetings & Conference Calls (1 meetings)	2	3		2			\$100						\$100	\$500		\$1,903
2 Final Design																
2.1 - Final Refinement of Construction Drawings (100% Submittal) - (7/8/2022)	4	24		16	38	20	\$100					\$1,000	\$1,600	\$1,800		\$18,060
2.2 - Finalization of Quantities & Bid Schedule		2			2		\$25									\$579
2.3 - Final Cost Evaluations		2		2												\$656
2.4 - Finalize Project Specifications / Special Conditions (as required)	2	6								\$200			\$600			\$2,192
2.5 - Finalize Project Design Report	1	2		6		2	\$25									\$1,716
Task 5 FLOODPLAIN ENCROACHMENT ANALYSIS															Task 5 Subtotal	\$11,092
1 - Final Floodplain Hydraulic Analysis		8		42	24	4	\$50									\$11,092
Task 6 APPROVALS AND PERMITS															Task 6 Subtotal	\$27,249
1 - CDOT Utility Permit		6		12		4	\$15						\$3,830			\$7,187
2 - COE 404 Permit		2				4			\$13,000							\$13,758
3 - Greeley Floodplain Development Permit	2	4		12	8	4	\$50									\$4,296
4 - Other Permits	2	4		6												\$2,008
Task 7 POST-DESIGN SERVICES															Task 7 Subtotal	\$7,155
1 - Attend Pre-bid Meeting	6	6					\$100									\$2,248
2 - RFI & Question Responses	4	16				6	\$17						\$400	\$400		\$4,907
TOTAL HOURS	121	510	48	380	577	487							\$400	\$400		\$541,200
TOTAL COST	\$22,869	\$86,190	\$9,072	\$60,420	\$62,316	\$51,135	\$2,548	\$6,000	\$41,000	\$21,400	\$37,600	\$29,000	\$31,180	\$80,470		\$541,200



January 8, 2021

sent via Email

ICON Engineering, Inc.
7000 S Yosemite St., Suite 120
Centennial, CO 80112

Re: 12th Street Storm Outfall: Phase 1B – FD20-10-145

Dear Craig Jacobson:

Attached, please find the contract for "Consulting/Professional Services" for the project referenced above.

Please sign the Contract and Section 00360, the Debarment/Suspension Certification Statement. Also, provide a complete Certificate of Liability Insurance, which includes Professional Liability, Automobile, and Worker's Compensation if applicable as stated in Article 10 of the contract. The Certificate of Insurance must be certified by your insurance agency and marked with the following:

1. Project Name in the Description Field of the Insurance Form
2. 10 Days Written Notice of Cancellation

Return the contract to me at your earliest convenience so that I can secure the necessary City signatures. A fully executed contract will be forwarded to you after all signatures are in place. If you have any questions, please call Doug Clapp at (970-350-9792).

Doug Clapp
Purchasing Manager
City of Greeley

Item No. 16.

CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES
12th Street Phase 1B Storm Outfall – FD20-10-145

1/20/2021

This Contract is made as of _____, by and between the City of Greeley, Greeley, Colorado, hereinafter referred to as the CITY, and ICON Engineering, Inc. authorized to do business in the State of Colorado, hereinafter referred to as the CONSULTANT, whose address is 7000 S Yosemite St., Suite 120, Centennial, CO 80112.

In consideration of the mutual promises contained herein, the CITY and the CONSULTANT agree as follows:

ARTICLE 1 - SERVICES

The CONSULTANT'S responsibility under this Contract is to provide professional/consultation services as outlined in the RFP solicitation document and received proposal.

More specifically, the scope of services is attached. The services of the CONSULTANT shall be under the direction of the Project Manager who has been designated by the Director of Public Works to act as the CITY'S representative during the performance of this Contract.

ARTICLE 2 - SCHEDULE

The CONSULTANT shall commence services upon execution of the Contract and complete all services on or before September 30, 2022, in conjunction with the attached schedule.

ARTICLE 3 - PAYMENTS TO CONSULTANT

A. The CITY shall pay to the CONSULTANT for services satisfactorily performed, based on sum not to exceed **\$541,200.00**, which includes all direct charges, indirect charges, and reimbursable expenses stated in the attached document. The CONSULTANT will bill the CITY on a monthly basis or as otherwise provided for services rendered toward the completion of the Scope of Work. The amounts billed shall represent the sum of billable time (including overhead and profit) for labor hours expended plus any other allowable costs and expenses for services stated in the attached document. The CONSULTANT shall track expenditures and inform the CITY of any possible cost overrun prior to completing work that would overrun the maximum contract sum. The CITY may choose to increase the budget for the work using a mutually acceptable contract amendment or it may choose not to increase the budget and terminate the work accordingly.

B. Invoices received from the CONSULTANT pursuant to this Contract will be reviewed and approved by the Project Manager, indicating that services have been rendered in conformity with the Contract and then will be sent to the Finance Department for payment.

ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Contract by the CONSULTANT shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this contract are accurate, complete, and current as of the date of this Contract.

The said rates and costs shall be adjusted to exclude any significant sums should the CITY determine that the rates and costs were increased due to inaccurate, incomplete, or non-current wage rates or due to inaccurate representations of fees paid to outside consultants. The CITY shall exercise its rights under this "Certificate" within one (1) year following final payment.

ARTICLE 5 - TERMINATION

This Contract may be terminated by the CONSULTANT upon 30 days' prior written notice to the CITY in the event of substantial failure by the CITY to perform in accordance with the terms of this Contract through no fault of the CONSULTANT. It may also be terminated by the CITY, with or without cause, immediately upon written notice to the CONSULTANT. Unless the CONSULTANT is in breach of this Contract, the CONSULTANT shall be paid for services rendered to the CITY'S satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the CITY the CONSULTANT shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in process, completed work, and other material related to the terminated work to the CITY.
- D. Continue and complete all parts of the work that have not been terminated.

The CONSULTANT shall be paid for services actually rendered to the date of termination.

ARTICLE 6 - PERSONNEL

The CONSULTANT represents that it has, or will, secure at its own expense all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the CITY.

All of the services required herein under shall be performed by the CONSULTANT or under its supervision, and all personnel engaged in performing the services shall be fully qualified and if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the CONSULTANT'S key personnel, as may be listed in the proposal for the work, must be made known to the CITY'S representative and written approval granted by the CITY before said changes or substitutions can become effective.

The CONSULTANT declares that all services shall be performed by skilled and competent personnel to the level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions.

ARTICLE 7 – SUB-CONSULTANT

The CITY reserves the right to accept the use of a sub-consultant or to reject the selection of a particular sub-consultant and to inspect all facilities of any sub-consultants in order to make a determination as to the capability of the sub-consultant to perform properly under this Contract. The CONSULTANT is encouraged to seek minority and women business enterprises for participation in sub-contracting opportunities.

If a sub-consultant fails to perform or make progress, as required by this Contract, and it is necessary to replace sub-consultant to complete the work in a timely fashion, the CONSULTANT shall promptly do so, subject to acceptance of the new sub-consultant by the CITY.

ARTICLE 8 - FEDERAL AND STATE TAX

The CITY is exempt from payment of Colorado State Sales and Use Taxes. The CITY will sign an exemption certificate submitted by the CONSULTANT. The CONSULTANT shall not be exempted from paying sales tax to their suppliers for materials used to fulfill contractual obligations with the CITY, nor is the CONSULTANT authorized to use the CITY'S tax exemption number in securing such materials.

The CONSULTANT shall be responsible for payment of his/her own FICA and Social Security benefits with respect to this Contract.

ARTICLE 9 - AVAILABILITY OF FUNDS

When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract may be cancelled and the CITY shall reimburse the CONSULTANT for expenses incurred during the contract period.

ARTICLE 10 - INSURANCE

- A. The CONSULTANT shall not commence work under this Agreement until he/she has obtained all insurance required under this paragraph and such insurance has been approved by the CITY.
- B. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Colorado. The CONSULTANT shall furnish Certificates of Insurance to the CITY prior to the commencement of operations. The Certificates shall clearly indicate that the CONSULTANT has obtained insurance of the type, amount, and classification as required for strict compliance with this paragraph and that no material change or cancellation of the insurance shall be effective without ten (10) days prior written notice to the CITY. Compliance with the foregoing requirements shall not relieve the CONSULTANT of its liability and obligations under this Contract.
- C. The CONSULTANT shall maintain, during the life of this Contract, professional liability insurance (errors and omissions) in the amount of \$1,000,000 per occurrence to protect the CONSULTANT of claims for damages for negligent acts, errors or omissions in the performance of professional

Item No. 16.

services under this Contract, whether such acts, errors or omissions be by the CONSULTANT or by anyone directly employed by or contracting with the CONSULTANT.

D. The CONSULTANT shall maintain, during the life of this Contract, comprehensive automobile liability insurance in the amounts of \$1,000,000 combined single limit bodily injury and \$50,000 property damage to protect the CONSULTANT from claims for damages for bodily injury, including wrongful death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations by the CONSULTANT or by any directly or indirectly employed by the CONSULTANT.

E. The CONSULTANT shall maintain, during the life of this Contract, adequate Workmen's Compensation Insurance and Employer's Liability Insurance in at least such amounts as are required by law for all of its employees performing work for the CITY pursuant to this Contract.

F. All insurance, other than Workmen's Compensation and Professional Liability, is to be maintained by the CONSULTANT shall specifically include the CITY as an "Additional Insured".

ARTICLE 11 - INDEMNIFICATION

The CONSULTANT shall indemnify and save harmless the CITY, its agents, servants, and employees from and against any and all claims, liability, demands, losses, and/or expenses resulting from any negligent act or omission of the CONSULTANT, its agents, servants, sub-consultant, suppliers or employees in the performance of services under this Contract. Such duty to indemnify and save harmless the CITY shall be for an amount represented by the degree or percentage of negligence or fault attributable to the CONSULTANT its agents, servants, sub-consultants, suppliers or employees. If the CONSULTANT is providing architectural, engineering, design, or surveying services, the obligation to indemnify and pay costs, expenses, and attorneys' fees, is limited to the amount represented by the degree or percentage of negligence or fault attributable to the CONSULTANT, or the CONSULTANT'S agents, representatives, employees, servants, sub-consultants, or suppliers as determined by adjudication, alternative dispute resolution, or otherwise resolved by mutual agreement between the Consultant and the City. The CONSULTANT'S indemnification obligation shall not be construed to extend to any injury, loss, or damage caused by the City's own negligence.

ARTICLE 12 - SUCCESSORS AND ASSIGNS

The CITY and the CONSULTANT each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Contract and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the CITY nor the CONSULTANT shall assign, sublet, convey, or transfer its interest on this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer of agent of the CITY which may be party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the CITY and the CONSULTANT.

ARTICLE 13 - REMEDIES

This Contract shall be governed by the laws of the State of Colorado. Any and all legal action necessary to enforce the Contract will be held in Weld County and the contract will be interpreted according to the laws of Colorado. No remedy herein conferred upon any party is intended to be

exclusive of any other remedy, and each and every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

In any action brought by either party for the enforcement of the obligations of the other party, the prevailing party shall be entitled to recover reasonable attorney's fees.

ARTICLE 14 - COLORADO LAW

The Colorado Law shall prevail as the basis for contractual obligations between the CONSULTANT and the CITY for any terms and conditions not specifically stated in this Contract.

ARTICLE 15 - CONFLICT OF INTEREST

The CONSULTANT represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Colorado Statutes and ordinances of the City of Greeley. The CONSULTANT further represents that no person having any interest shall be employed for said performance.

The CONSULTANT shall promptly notify the CITY in writing by certified mail of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the CONSULTANT'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONSULTANT may undertake and request an opinion of the CITY as to whether the association, interest or circumstance would, in the opinion of the CITY, constitute a conflict of interest if entered into by the CONSULTANT. The CITY agrees to notify the CONSULTANT of its opinion by certified mail within 30 days of receipt of notification by the CONSULTANT. If, in the opinion of the CITY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONSULTANT, the CITY shall so state in the notification and the CONSULTANT shall, at his/her option, enter into said association, of interest with respect to services provided to the CITY by the CONSULTANT under the terms of this Contract.

ARTICLE 16 - EXCUSABLE DELAYS

The CONSULTANT shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the CONSULTANT'S control and without its fault or negligence. Such causes may include, but are not limited to: acts of God; the CITY'S omissive and commissive failures; natural or public health emergencies; labor disputes; freight embargoes; and severe weather conditions. If failure to perform is caused by the failure of the CONSULTANT'S sub-consultant(s) to perform or make progress, and if such failure arises out of causes reasonably beyond the control of the CONSULTANT and its sub-consultant(s) and is without the fault or negligence of either of them, the CONSULTANT shall not be deemed to be in default.

Upon the CONSULTANT'S request, the CITY shall consider the facts and extent of any failure to perform the work and, if the CONSULTANT'S failure to perform was without its fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised

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accordingly; subject to the CITY'S rights to change, terminate, or stop any or all of the work at any time.

ARTICLE 17 - ARREARS

The CONSULTANT shall not pledge the CITY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The CONSULTANT further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 18 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The CONSULTANT shall deliver to the CITY for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the CITY under this Contract.

All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the CITY or at its expense will be kept confidential by the CONSULTANT and will not be disclosed to any other party, directly or indirectly, without the CITY'S prior written consent unless required by a lawful order. All drawings, maps, sketches, and other data developed, or purchased, under this Contract or at the CITY'S expense shall be and remain the CITY'S property and may be reproduced and reused at the discretion of the CITY. The CITY shall indemnify and hold CONSULTANT harmless for any claim or liability arising from any use or reuse of the documents for any purpose other than the project and scope of work for which they were prepared.

ARTICLE 19 - INDEPENDENT CONSULTANT RELATIONSHIP

The CONSULTANT is, and shall be, in the performance of all work services and activities under this Contract, as Independent Consultant, and not an employee, agent, or servant of the CITY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the CONSULTANT'S sole direction, supervision, and control. The CONSULTANT shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONSULTANT'S relationship and the relationship of its employees to the CITY shall be that of an independent CONSULTANT and not as employees or agents of the CITY.

The CONSULTANT does not have the power or authority to bind the CITY in any promise, agreement, or representation other than specifically provided for in this agreement.

ARTICLE 20 - CONTINGENT FEES

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

ARTICLE 21 - ACCESS AND AUDITS

The CONSULTANT shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the work for at least three (3) years after completion of this Contract. The CITY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the CITY'S cost, upon five (5) days written notice.

ARTICLE 22 - NONDISCRIMINATION

The CONSULTANT declares and represents that all of its employees are treated equally during employment without regard to race, color, religion, physical handicap, sex, age, or national origin.

ARTICLE 23 - SURVIVAL

All covenants, agreements, representations, and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

ARTICLE 24 - ENTIRETY OF CONTRACTUAL AGREEMENT

The CITY and the CONSULTANT agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms, and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

ARTICLE 25 - ENFORCEMENT COSTS

If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provisions of this Contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs, and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs, and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

ARTICLE 26 - AUTHORITY TO PRACTICE

The CONSULTANT hereby represents and declares that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner.

ARTICLE 27 - SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Contract, or the application of such terms or provision, to person or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 28 - AMENDMENTS AND MODIFICATION

No amendment and/or modifications of this Contract shall be valid unless in writing and signed by each of the parties.

The CITY reserves the right to make changes in the work, including alterations, reductions therein or additions thereto. Upon receipt by the CONSULTANT of the CITY'S notification of a contemplated change, the CONSULTANT shall (1) if requested by CITY, provide an estimate for the increase or decrease in cost due to the contemplated change, (2) notify the CITY of any estimated change in the completion date, and (3) advise the CITY in writing if the contemplated change shall effect the CONSULTANT'S ability to meet the completion dates or schedules of this Contract.

If the CITY so instructs in writing, the CONSULTANT shall suspend work on that portion of the Work affected by a contemplated change, pending the CITY'S decision to proceed with the change.

If the CITY elects to make the change, the CITY shall issue a Contract Amendment or Change Order and the CONSULTANT shall not commence work on any such change until such written amendment or change order has been issued and signed by each of the parties.

ARTICLE 29 - COMPLIANCE WITH C.R.S. § 8-17.5-101

- A. By signing this Agreement, the CONSULTANT certifies that at the time of the Certification, it does not knowingly employ or contract with any Illegal alien who will perform work under this Contract.
- B. By signing this Agreement, the CONSULTANT certifies that it shall not knowingly employ or contract with any illegal aliens to perform work under this contract; nor enter into a contract with any sub-consultant that knowingly employs or contracts with an illegal alien to perform work under this contract.
- C. CONSULTANT has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify program or the Colorado Department of Labor and Employment Program.
- D. The CONSULTANT is prohibited from using the E-Verify program or the Department of Labor and Employment Program procedures to undertake pre-employment screening of job applicants while the public contract for services is being performed.
- E. By signing this agreement the CONSULTANT affirmatively acknowledges that if the CONSULTANT obtains actual knowledge that a sub-consultant performing work under the public contract for services knowingly employs or contracts with an illegal alien, the CONSULTANT shall be required to:
 - (i) notify the sub-consultant and the contracting state agency or political subdivision within three days that the CONSULTANT has actual knowledge that the sub- consultant is employing or contracting with an illegal alien; and
 - (ii) terminate the subcontract with the sub-consultant if within three days of receiving the notice required pursuant to sub-subparagraph (i) of this subparagraph the sub-consultant does not stop employing or contracting with the illegal alien; except that the CONSULTANT shall not terminate the contract with the sub- consultant if during such three days the sub-consultant provides

Item No. 16.

information to establish that the sub-consultant has not knowingly employed or contracted with an illegal alien.

- F. The CONSULTANT shall comply with all reasonable requests made in the course of an investigation by the Colorado Department of Labor and Employment.
- G. The CONSULTANT shall, within twenty days after hiring an employee who is newly hired for employment to perform work under this contract, affirm that the CONSULTANT has examined the legal work status of such employee, retained file copies of the Documents required by 8 U.S.C. § 1324(a) , and not altered or falsified the identification documents for such employees. The CONSULTANT shall provide a written notarized copy of the affirmation to the CITY.
- H. If CONSULTANT violates any provision of this Contract pertaining to the duties imposed by Subsection 8-17.5-102, C.R.S. the CITY may terminate this Contract. If this Contract is so terminated, CONSULTANT shall be liable for actual and consequential damages to the CITY arising out of CONSULTANT’S violation of Subsection 8-17.5-102, C.R.S.
- I. By signing this Agreement, the CONSULTANT certifies that it shall in all respects comply with the provisions of C.R.S. § 8-17.5-101, et seq.

ARTICLE 30 – ELECTRONIC SIGNATURES

The Contract Documents may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same document. The Contract Documents, including all component parts set forth above, may be executed and delivered by electronic signature by any of the parties and all parties consent to the use of electronic signatures.

ARTICLE 31 FORCE MAJEURE

To the extent that either party is not able to perform an obligation under this Agreement due to fire; flood; acts of God; severe weather conditions; strikes or labor disputes; war or other violence; acts of terrorism; plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions; act of authority whether lawful or unlawful, compliance with any law or governmental order, rule, regulation or direction, curfew restriction, or other cause beyond that Party’s reasonable control, that Party may be excused from such performance so long as such Party provides the other Party with prompt written notice describing the condition and takes all reasonable steps to avoid or remove such causes of nonperformance and immediately continues performance whenever and to the extent such causes are removed.

ARTICLE 32 - NOTICE

All notices required in this Contract shall be sent by certified mail, return receipt requested, and if sent to the CITY shall be mailed to:

City of Greeley
Andrew Fisher
Greeley, CO 80631

Item No. 16.

Ph: 970-350-9797
Email: Andrew.Fisher@GreeleyGov.com

and if sent to the CONSULTANT shall be mailed to:

ICON Engineering, Inc.
Craig Jacobson
7000 S Yosemite St.,
Centennial, CO 80112
Ph: 303-221-0802
Email: cjacobson@iconeng.com

IN WITNESS WHEREOF, the parties have made and executed this Contract and have hereunto set his/her hand the day and year above written.

City of Greeley, Colorado

ICON Engineering, Inc.

Approved as to Substance

DocuSigned by:
Roy Otto
D93D100AE64B4E6

City Manager-Roy Otto

Craig D. Jacobson
By

Craig D. Jacobson, Principal
Title

Reviewed as to Legal Form

OFFICE OF THE CITY ATTORNEY

DocuSigned by:
Stacy Szada for
325325C78F4C432...

City Attorney-Doug Marek

Certification of Contract

Funds Availability

DocuSigned by:
John Karner
F8DCA83C0CBA494...

Director of Finance-John Karner

Debarment/Suspension Certification Statement

The proposer certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal, State, County, Municipal or any other department or agency thereof. The proposer certifies that it will provide immediate written notice to the City if at any time the proposer learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstance.

DUNS # (Optional) 967368507

Name of Organization ICON Engineering, Inc.

Address 7000 S. Yosemite Street, Suite #120, Centennial, CO 80112

Authorized Signature 

Title Principal

Date 1/11/21



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/11/2021

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 CCIG 155 Inverness Drive West Englewood, CO 80112	CONTACT NAME: Beth Ficken PHONE (A/C, No, Ext): (720) 212-2050 FAX (A/C, No): (303) 799-0156 E-MAIL ADDRESS: Beth.Ficken@thinkccig.com
INSURER(S) AFFORDING COVERAGE	
INSURER A : The Hartford Insurance Group	
INSURER B : Pinnacol Assurance	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
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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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		34SBAPD8771	1/30/2021	1/30/2022	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			34SBAPD8771	1/30/2021	1/30/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			34SBAPD8771	1/30/2021	1/30/2022	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	4077567	2/1/2021	2/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: 12th Street Phase 1B Storm Outfall FD20-10-145

As required by written contract or written agreement, City of Greeley is included as Additional Insured on all required policies.

CERTIFICATE HOLDER City of Greeley 1001 9th Avenue Greeley, CO 80631	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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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/11/2021

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 Hall & Company 19660 10th Ave NE Poulsbo WA 98370	CONTACT NAME: Jim Ledbetter PHONE (A/C, No. Ext): 360-626-2019 FAX (A/C, No): 360-598-3703 E-MAIL ADDRESS: jledbetter@hallandcompany.com														
INSURED 732 Icon Engineering Inc 7000 S Yosemite Street, Suite 120 Centennial CO 80112	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A : RLI Insurance Company</td> <td style="text-align: center;">13056</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : RLI Insurance Company	13056	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
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INSURER B :															
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES **CERTIFICATE NUMBER: 604320856** **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 <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liab: Claims Made			RDP0038697	1/30/2020	1/30/2021	Per Claim Aggregate \$2,000,000 \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Additional Insured Status is not available on Professional Liability Policy.
 Project: 12th Street Phase 1B Storm Outfall FD20-10-145

CERTIFICATE HOLDER City of Greeley 1001 9th Avenue Greeley CO 80631	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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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)

This policy is subject to the following additional Conditions:

- A. If this policy is cancelled by the Company, other than for non-payment of premium, notice of such cancellation will be provided at least thirty (30) days in advance of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.
- B. If this policy is cancelled by the company for non-payment of premium, or by the insured, notice of such cancellation will be provided within ten (10) days of the cancellation effective date to the

certificate holder(s) with mailing addresses on file with the agent of record or the Company.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

If notice is mailed, proof of mailing to the last known mailing address of the certificate holder(s) on file with the agent of record or the Company will be sufficient proof of notice.



Public Works Department | Stormwater Management Division



RFP # FD20-10-145

12th Street Storm Outfall: Phase 1B—Outfall to 12th Street and Water Quality Pond



November 20, 2020



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H: Proposal Acknowledgement (Exhibit 1)

Resumes of Assigned Personnel and Subcontractors

“ICON has a long history of teaming with the MHFD on a variety of project levels. Their strength comes from their experienced personnel, and ability to adapt their services to what each individual project requires. Their technical knowledge combined with their strong leadership skills makes ICON a strong choice.”

David Bennetts, PE, CFM | Engineering Services Manager | MHFD



November 20, 2020

Doug Clapp
City of Greeley
1001 9th Avenue
Greeley, CO 80631

RE: Engineering Services for the 12th Street Storm Outfall, Phase 1B | RFP# FD20-10-145

Dear Mr. Clapp and Selection Committee Members:

Thank you for the opportunity to submit this proposal for the 12th Street Storm Outfall, Phase 1B project. This project is exciting as it represents the first phase in implementing the 12th Street Outfall, which we have visualized since the development of the North Greeley and Downtown Basin Master Plan in 2017. This project represents a keystone for improved drainage and water quality within the City, but also serves as a continuation of ICON's and the City's commitment to reducing flood risk in Greeley. When reviewing our proposal, please consider the following:

- ICON brings familiarity and knowledge in working with the City of Greeley, its staff, and the various City departments. Our management team, led by Craig Jacobson, Jaclyn Michaelsen, and Jeremy Deischer, have been working with the City continuously over the past six years on projects involving all aspects of stormwater, utility design, and floodplain management. Heather Seitz, Greeley's former Stormwater Manager joined ICON in 2019. Although working remotely, Heather's knowledge of the City and in particular, the Sunrise Neighborhood and past preliminary design work for the 1B project, will help jump start this project for us.
- ICON's past work includes development of the Downtown Basin Master Plan, drainage design in the Sunrise Neighborhood, and hydraulic models for the 12th Street Outfall. We are very familiar with the project site and can seamlessly apply our past work.
- Through work in Northern Colorado and with the Mile High Flood District (MHFD), our project team brings well rounded expertise, covering all aspects of this project, including stormwater design, water quality, stream restoration, and floodplain permitting. In addition, our team, and Project Manager, is familiar with steps to obtain DHSEM BRIC grants and can help the City navigate this process should the City pursue these in the future.
- Award Winning Project Design: ICON's Sanderson Gulch Channel Improvements project just won the 2020 CASFM Engineering Excellence award. We feel that 12th Street Outfall brings a similar potential in developing a creative and multi-objective solution. Our team is committed to making this a visible and successful project for the City.
- Project Partners: We recognize that our amazing subconsultants are always a key to our success. Our team will look beyond stormwater toward developing a true community amenity.
 - **Valerian** brings a long history working on projects with ICON such as the 7th Avenue stormwater project in Greeley and our Sanderson Gulch project identified above. Beyond landscape design, Valerian applies a balance of function and aesthetics to build a community asset beyond just stormwater.
 - **Kimley-Horn** will expand on their Phase 1A work to support ICON through utility coordination and water and wastewater design. This shared knowledge of the site reduces redundancy and adds collaboration and efficiency to this project.
 - **Lithos Engineering** and **ERO Resources** – Both firms bring familiarity working as part of our team, as well as at the project site from previous work on the initial preliminary design phase. Their expertise will be invaluable in evaluating subsurface risks, permitting, and construction requirements.

Our full project team is described in detail within our proposal. Although ICON is leading the charge, you will see that we are well supported from a staffing and capacity perspective. This should bring you comfort in knowing we are committed to this project's success for the City of Greeley. Please note that we do not have exceptions to this RFP, and we are in receipt of Addendums 1 and 2. Thank you for your time and we look forward to working with you on this important stormwater project.

Sincerely,

ICON Engineering, Inc.

Craig Jacobson, PE, CFM | Principal
cjacobson@iconeng.com | (303) 221-0802

Jaclyn Michaelsen, PE, CFM | Project Manager
jmichaelsen@iconeng.com | (970) 310-1547

B. Use of Subcontractors / Partners

B. USE OF SUBCONTRACTORS / PARTNERS

ICON's project team includes engineers and specialists with diverse and extensive backgrounds to cover the wide range of individual tasks associated with the 12th Street Outfall project. Our experience working with each one has proven to be successful in meeting schedules and budgets. Further discussion on individual subconsultant staff is detailed in **SECTION E**.



VALERIAN

Valerian, LLC

Landscape Architecture / Water Quality Planning

Since 1990, Valerian has developed a strong reputation as an industry leader for sustainable, creative and thoughtful landscape architecture and irrigation design for both public and private sector clients. They strive to create interesting and sustainable landscapes that connect people to the environment. Valerian has worked alongside ICON on numerous projects, most recently the award-winning Sanderson Gulch Channel Improvements project in Denver and the 7th Avenue Drainage Improvements project in Greeley. Valerian will support the project visioning, community integration, site restoration and water quality functionality on this project. Our goal is to use creativity to develop multi-objective solutions to address the stormwater outfall needs, water quality, and ensure the site can be used as an amenity for the Sunrise and Greeley community as a whole.

Kimley»Horn Kimley-Horn & Associates **Wastewater / Sewer / Utility Coord.**

Kimley-Horn (KH) prides itself on local service and having the soul of a small firm, with the capabilities and expertise of one of the nation's premier planning and design consulting firms. With their local office just down the road from the City of Greeley, KH will support ICON with continued water and wastewater utility design, utility conflict coordination, and coordination with CDOT approvals. KH is already completing all of this for the Phase 1A portion, making this a logical, cost effective approach for Phase 1B. KH and ICON enjoy a history of collaborating on stormwater and roadway design projects.

LITHOS Lithos Engineering **ENGINEERING Geotechnical Engineering**

Lithos focuses on geotechnical, tunnel, trenchless, and geological engineering and design services through innovative, collaborative, client focused consulting. Their expertise has helped the City produce great projects and manage construction risks throughout the years. Lithos has been a long-time contributor to ICON's projects in Greeley, including the 7th Avenue Drainage Improvements, Sunrise Drainage Improvements and the

North Greeley & Downtown Master Plan. They truly understand the geologic character of the City, as well as how to work effectively as part of our team. Also, as part of the initial preliminary design team, Lithos has completed much of the work already on this project, making them a cost-effective partner.

ERO ERO Resources **Environmental Engineering / Permitting**

Throughout ERO's tenure, they have supported the City of Greeley on numerous projects, including environmental support for the Cache la Poudre Greenway Master Plan, permitting assistance for the Cache la Poudre River Ditch By-pass Structure, and multiple Phase I environmental site assessments. They also have an established, productive relationship with ICON, recently preparing documentation to support a categorical exclusion for the Tollgate Trail Extension project in Adams and Arapahoe Counties, and providing permitting support for the Mulberry Riverside Outfall project in Fort Collins. For this project, ERO will champion environmental permitting and Section 404 compliance, as well as baseline environmental studies, wetland delineation, T&E species documentation, and cultural resource tasks.

SURVWEST SurvWest **SUE Documentation / Compliance**

With the passage of Senate Bill 18, Subsurface Utility Engineering (SUE) has become standardized for public infrastructure projects. SurvWest will complete Quality Level (QL) C&D utility investigations, QLB designating, and QLA test holes. SurvWest applies all of the latest designating methods and will work with our team to confidently understand hidden obstacles along the site.

Washburn Washburn Surveying **LAND SURVEYING Surveying Services**

Washburn Surveying will complete survey related tasks. Working with ICON, Washburn has proven to be a reliable and cost-effective partner on our many of our Northern Colorado design projects. In addition to survey, Washburn will confirm existing property boundaries and prepare easements as needed for the project.

San Engineering LLC San Engineering **Civil and Structural Engineering Structural Engineering**

SAN Engineering will provide structural design. SAN frequently supports ICON's projects and creative design solutions, including all past structural design for the City of Greeley.

C. Minimum Mandatory Qualifications

C. MINIMUM MANDATORY QUALIFICATIONS

REQUIREMENT 1: *The Consultant shall have completed at least three (3) large urban storm drain outfall projects in the last ten (10) years.*

EXHIBIT A shows a partial listing of projects over the past 10 years with large urban storm drain outfalls and systems. Many of these are also detailed in **SECTION E** of this proposal.

EXHIBIT A: LARGE URBAN OUTFALL PROJECTS IN THE LAST 10 YEARS

PROJECT	YEAR	ENTITY	DESCRIPTION
Sanderson Gulch Channel Improvements and Outfall	2020	City & County of Denver / MHFD	Design of double 14'x8" and 12'x3' RCBCs converting to quad 16'x4' RCBCs with an open channel system. Project was designed to convey 4,500-cfs.
Jackson Street Storm Drain, Ph. 1	2020	City & County of Denver/ MHFD	Design of 3500LF system connecting to existing 14'x7' RCBC storm sewer. Installation of 126" HOBAS Pipe, 10'x8' RCBC and 120" RCP in urban area of Denver
Dahlia Storm Drain Outfall	2020	Adams County/MHFD	60"-72" RCP up to 25' deep through closed landfill & irrigation canal into detention pond
North Outfall, Phase 3	2020	City of Brighton / MHFD	48"-78" storm sewer with collection inlets to improve stormwater interception
7th Avenue Improvements: Storm, Sanitary, Water & Roadway	2018	City of Greeley	Design of drainage, sewer, water quality, roadway improvements for a multiphased and discipline project. Storm sewer ranged in size from 18" to 43"x68" HERCP.
Mulberry Riverside Storm Sewer Improvements	2018	City of Ft Collins	Inlet and storm sewer design, construction documents, railroad crossing coordination and outfall design for a 48" storm sewer
Nelson Street Drainage Improvements	2018	City of Lakewood	Inlet and storm sewer design, construction documents, irrigation ditch crossing, 1300 LF of 40" RCP
Josephine Storm Sewer	2018	Town of Milliken	Large flood protection project with storm drain ranging in size from 54" RCP to 3'x10' RCBC. Area contained extensive damages from the 2013 flood.
Sunrise Neighborhood Drainage Improvements, Phases I and II	2017	City of Greeley	Analysis and Design for 2 Phases of storm sewer systems and outfalls
Baranmor Ditch Outfall	2014	City of Aurora	Outfall channel and storm sewer including installation of triple 78" pipes for UPRR
Ridge Road	2013	Cities of Wheat Ridge and Arvada	Design and construction of 3600 LF of storm sewer ranging from 54" RCP to 8' x 7' RCBC

REQUIREMENT 2: *The Consultant's project manager shall have managed at least two (2) similar projects in the last ten (10) years.*

Jaclyn Michaelsen will serve as the Project Manager for this project and she has managed many similar projects as shown in **EXHIBIT B**.

EXHIBIT B: PROJECT MANAGER'S SIMILAR PROJECTS IN THE LAST 10 YEARS

PROJECT	YEAR	ENTITY	DESCRIPTION
7th Ave Improvements: Storm, Sanitary, Wtr & Rdwy	2018	City of Greeley	Design of drainage, sewer, water quality, roadway improvements for a multiphased and discipline project. Storm sewer ranged in size from 18" to 43"x68" HERCP.
Poudre RiskMap Support	2020	City of Greeley	Review of proposed RiskMap Floodplain through Greeley. Review resulted in a LOMR that will be submitted in Jan., removing over 40 structures from the floodway, including the Rodarte Community Ctr.
NECCO Ponds and Backbone	2015	City of Ft Collins	Over 3 miles of storm sewer ranging in diameter from 24" to 4'x12' RCBC. Design includes a water quality pond that also functions as an open space. Project also included design of a 12" waterline, and a LOMR for the project that was approved in June 2020.
Garfield-Harrison Outfall	2020	City of Loveland	Phase I and II consists of approximately 2.5 miles of storm drain ranging in size from 18" to 60" RCP. Design includes creative water quality concepts prior to discharging in the Big Thompson River. Over 3000ft of waterline will also be replaced with this project.
Josephine Storm Sewer	2018	Town of Milliken	Large flood protection project with storm drain ranging in size from 54" RCP to 3'x10' RCBC. Area contained extensive damages from the 2013 flood.
ESDF Dam	2017	Town of Timnath	ESDF is a high hazard dam based on its height of 31ft and volume of 1,600ac-ft. Dam was designed to minimize the flow downstream in order to eliminate a spill on Boxelder Creek that floods the Town of Timnath. Jaclyn managed the H&H design for the dam and impacts to the floodplain (ie: LOMR).
Orchard Mesa Detention Pond	2017	Mesa County	Flood control pond involving a multi-functional detention pond. The pond contained an low flow area that treated the water prior to release into the Colorado River. The low flow area incorporated a vegetated wetland and educational features. Once filled, water would spill into a larger area that contained sod fields used for soccer, gatherings and dog competitions.
North College Drainage Improvements	2014	City of Ft Collins	Storm drain improvements along North College in Fort Collins. Project involved extensive utility coordination, drainage design, a large siphon, and design of a water quality pond adjacent to the Poudre

C. Minimum Mandatory Qualifications

REQUIREMENT 3: *The Consultant shall have a mix of project experience from both public sector and private sector projects that demonstrates a familiarity with the City of Greeley and Mile High Flood District policies and design standards.*

ICON brings decades of experience working with the City of Greeley and the MHFD. In the last five years alone, we have completed 12 projects for the City of Greeley, including two phases of the Sunrise Drainage Improvements, North Greeley and Downtown Master Plan, Sharktooth Basin Master Plan, 7th Avenue Drainage Improvements, Moon Pond Analysis, RiskMap Alternatives, and floodplain development permits, among other projects. We have been selected for the City’s on-call program as well.

ICON’s largest client in terms of water resource design assignments has been the MHFD, for whom we have completed well over 400 contracts over the years. Our assignments have included the entire range of services from H&H studies, master planning, design, storm drainage, surveys/mapping, construction maintenance and special studies. No other firm can match our volume of work for the MHFD. Within the MHFD, ICON also supports government agencies directly with stormwater design. As an example, one of our current projects, the Jackson Street Storm Sewer System has many similarities to the 12th Street outfall in that a 120-inch RCP/126-inch Hobas/10’x8’ RCBC is being designed along 6 urbanized blocks in Denver. This project includes H&H analysis, storm sewer design, flood risk and inundation analysis, utility conflict resolution, coordination and crossings with CDOT highways, roadway redesign and outreach.

Our experience is not entirely related to public sector projects. Several projects have been completed for private sector entities or development focuses. This would include work for both the Universities of Colorado and Colorado State, as well as private organizations such as Miller Coors, the Conscience Bay Company and West Baseline Investors.

REQUIREMENT 4: *Consultant shall have experience with alternative delivery methods as described in Section 2.e.i*

ICON has successfully engaged in design methods using Design-Build, the City of Greeley’s Construction Management at Risk (CMAR) approach, and the City of Fort Collins’s Alternative Product Delivery System (APDS). ICON has also participated in the MHFD Contractor Partnering system over 17 times in recent years which has proven to be helpful when reviewing constructability, adding value engineering, managing project costs, and minimizing construction risks. Contractor involvement early-on leads to an improved project approach, and completion of projects on time and on budget.

Recently, we used CMAR on the **7th Avenue Drainage Improvement** project in Greeley. J2 was engaged at 30% design through construction.



REQUIREMENT 5: *The Consultant and Project Manager shall have managed at least one Letter of Map Revision, as approved by FEMA, in the last five (5) years.*

Projects with LOMR/CLOMR approval are highlighted in **EXHIBIT C**. Over her career, Jaclyn Michaelsen has managed many floodplain modeling and CLOMR/LOMR projects including along Boxelder Creek for the ESDF, a high hazard dam project, located east of the City of Fort Collins. The project impacted 3 different major waterways and required changes to over 20 FIRM panels. Within the last year Jaclyn received LOMR approval from FEMA on the NECCO project (a flood protection project that also provided a storm outfall for the entire North College area in Fort Collins). Currently Jaclyn is managing the RISK MAP review for the City of Greeley which has resulted in flood mitigation projects for 35th Avenue, adjustments to the River Run floodplain, a LOMA for the Rodarte Center and a LOMR that will be submitted in January.

EXHIBIT C: LOMR/CLOMR EXPERIENCE (*indicates Project Manager Experience)

PROJECT	ENTITY	PROJECT DESCRIPTION
MHFD CLOMR/LOMR Reviews (2001-)	MHFD	Review & processing of CLOMR/LOMR applications (560+ cases reviewed)
Lena Gulch, Drainageway G	MHFD, Jefferson County	Hydraulic Analysis and FEMA LOMR
Johnson Habitat Park	MHFD, Denver	CLOMR/LOMR for Park Improvements and Stream Bank Restoration Design
CWCB RiskMap for Clear Creek Watershed	CWCB	Development of FEMA RiskMap Products for Clear Creek Watershed
Skunk Creek, Bluebell Canyon Creek, Kings Gulch	City of Boulder	Preparation of a LOMR For Multiple Streams in Boulder

D. Company Information

EXHIBIT C: LOMR/CLOMR EXPERIENCE, Cont'd. (* indicates Project Manager Experience)

PROJECT	ENTITY	PROJECT DESCRIPTION
First Creek Stream Restoration Design	MHFD	CLOMR/LOMR for Stream Restoration Design for First Creek at 56th Avenue
Beers Sisters Reservoir Rehabilitation	MHFD Jefferson County	CLOMR/LOMR for Dam Rehabilitation and Outlet Modifications
Fourmile Canyon Creek at Palo Park	MHFD, Boulder	LOMR for Stream Restoration Design at Palo Park
San Miguel River Floodplain Study	ERC	CLOMR for Stream Restoration Design on San Miguel River
Sanderson Gulch	MHFD, Denver	CLOMR/LOMR for Stream Restoration / Drainage dsgn. for rehab. improvements
East / West Fork Kenneys Run LOMR	City of Golden	LOMR for East / West Fork Kenny's Run
North of Boulder Creek CLOMR	CU-Boulder	CLOMR development for ongoing improvements along Boulder Creek
Nissen Channel Restoration	MHFD, Broomfield	CLOMR for Stream Restoration Improvements For Nissen Reservoir Channel
Dry Creek - NECCO CLOMR*	City of Fort Collins	CLOMR / LOMR preparation for multiple NECCO Projects
Goose Creek LOMR	City of Boulder	LOMR Preparation for Goose Creek Update
Coal Creek Stream Restoration	MHFD, Erie	CLOMR for Stream Restoration Improvements for Coal Creek
Boxelder Flood Control Improvements*	City of Fort Collins	CLOMR/LOMR for Major Stormwater Improvements in Boxelder Basins

D. COMPANY INFORMATION

ICON is a civil engineering firm serving primarily public sector clients for over 23 years. Our planning, design, and management of civil engineering projects is most notably expressed through ICON's stormwater and stream restoration, municipal engineering, and roadway design services. ICON's Planning-Design-Management approach provides full life-cycle services from concept through construction followed by long term maintenance and operation. This approach requires stability demonstrated by the many repeat contracts with our public sector clients.

Our technical expertise is well known throughout Front Range communities, and our resume includes a vast number of projects routinely completed for the City of Greeley, Mile High Flood District (MHFD), City of Fort Collins, Town of Milliken, Jefferson County, City and County of Broomfield, City of Thornton, SEMSWA, and the City of Boulder, to name just a few. The MHFD is a long time repeat client. In fact, according to them, we have completed more work directly for the MHFD than any other single consultant.

1. General Company Information

ICON Engineering, Inc.
7000 S. Yosemite Street, Suite 120
Centennial, CO 80112
(303) 221-0802
www.iconeng.com

Principals:

- Matthew Ursetta, PE
- Craig Jacobson, PE, CFM
- Troy Carmann, PE, CFM
- Aaron Boussetot, PE, CFM

2. Year Established

1997, providing consulting civil engineering services.

3. Pending Plans to Sell or Merge the Company

ICON does not have any pending plans to sell or merge the company

4. Comprehensive List of All the Services ICON Provides

For the past 23 years, ICON has managed contracts with dozens of local entities, both public and private, which has included a wide variety of services for both minor and major capital improvement projects, planning studies, and project review and management. We believe that our continuous work with these communities reflects ICON's strong commitment to making improvements within the state of Colorado. Below are the services ICON Engineering excels at providing our Clients.

- Flood Risk Management
- Hydrology & Hydraulics / 2D Analysis
- Floodplain Delineation
- Drainage Infrastructure
- Stream Stabilization
- Habitat Enhancement
- Flood Documentation, Damage Assessment & Recovery
- Stormwater Quality
- Master Planning and Civil Design
- Municipal Engineering
- Parks & Trails
- FEMA Map Revisions
- Benefit Cost Analysis
- GIS Inventory & Analysis
- Roadway Design

E. Company & Personnel Qualifications

E. COMPANY & PERSONNEL QUALIFICATIONS

1. Customer Service Philosophy

Our foundation is based on a high level of customer service. Over the years, numerous cities, counties and agencies have established long term contracts with ICON to complete drainage related studies and designs. We bring the following attributes to each project:

Proven Capabilities

For over 20 years, the MHFD has selected ICON to complete drainage design services within the District's seven county region. *We have completed well over 450 drainage design contracts for the MHFD over this period of time.*

Innovation

We integrate state of the art techniques in our projects. Floodplain mapping projects routinely integrate the hydraulic analyses with GIS systems, as well as the use of 2-dimensional (2-D) modeling for complex areas. Our designs combine strong aesthetic appeal with functionality, meeting or exceeding the expectations of local citizens and project sponsors. ICON is a leader in the use of natural building materials, green infrastructure, bio-engineering and environmentally sensitive approaches to solving drainage problems.

Clear, Concise, Constructible Plans

ICON is proficient in producing projects that are efficient, easy to understand, and minimize risk, even in adverse conditions.

Award Winning Projects

Many of our projects have been recognized by regional and national organizations for engineering excellence. We are particularly proud of our CASFM Engineering Excellence Awards on Sanderson Gulch Channel Improvements in Denver, Goose Creek in Boulder and on Marston Lake North Tributary in Denver. We feel that Greeley's 12th Street Storm Outfall project has the potential to become an award-winning project in the coming years!

2. ICON's Related Experience

Stormwater Infrastructure Design Services

ICON has established long term contracts with many Front Range municipalities to complete drainage related design improvements. Our design services include a full range of solutions, including open channel and stabilization improvements, drop structure design, channel rehabilitation and wetlands, stream restoration, conduits and storm sewers, water quality planning and design, green infrastructure, detention ponds, jurisdictional dams, and trenchless installations such as pipe boring/jacking/tunneling improvements.

Natural stream design techniques are often incorporated into ICON's design projects. With staff trained in geomorphology, Rosgen field methods, and the local MHFD Stream Academy, we can balance our approach with the challenges at hand.

ICON has also established itself as a leading innovator in stormwater infrastructure design including the use of wetlands, detention ponds with water quality inlets and infiltration systems, storm sewer manholes designed for solids removal, onstream degritting structures, and our unique level spreaders. Our design experience includes stormwater management, best management practices, and erosion and sediment control. Many of these designs have required innovative concepts to meet site-specific design criteria. ICON has emphasized the use of state-of-the-art techniques that we think provide clients with the most effective designs possible.

Stream Restoration

ICON's expertise includes stream geomorphology, which focuses on sediment transport and natural stream design function. Geomorphic principals are inherent to our restoration planning and design projects. ICON has completed several studies



Sanderson Gulch Channel Improvements—Denver, CO

"Amazing! No other words; this structure exceeds all expectations. I had driven by it and it looked nice, but having stopped and walked around this new facility, I am truly amazed at how beautifully designed this space is, as well as the "natural" stream channel leading to it. Thank you so much for putting this level of effort into this. It makes a big difference in our City."

Gordon Robertson
Director

**Planning, Design and Construction
Parks and Recreation
City and County of Denver**



E. Company & Personnel Qualifications

and projects related to stream stability and sediment transport challenges where restoration activities provide a balance of geomorphic design, sediment transport, and ecological diversity.

Hydrologic & Hydraulic Modeling

ICON remains on the forefront of new techniques and applications within our hydrologic and hydraulics modeling. Many of our newer studies have incorporated CUHP2.0 and NOAA Atlas 14, along with EPA-SWMM models as primary tools for rainfall-runoff simulations. In most cases, CUHP 2.0 has integrated seamlessly, and has removed the need for further model calibration.

From a hydraulics perspective, ICON continues to integrate state-of-the-art applications through the use of steady state, unsteady flow, and 2D and GIS integrated HEC-RAS modeling. We also bring firsthand knowledge working with FLO-2D, SRH2D, and StormCAD. Our work with 2D models have supported FEMA map revisions, as well as the identification of basin-wide flood risk, particularly within urban watersheds where flow paths are less defined (ie: Greeley, Fort Collins, Lyons, Denver).

From a FEMA map revision perspective, we have found it to be most effective to use the 2D models to supplement 1D floodplain mapping, such that floodplains and floodways are still defined using traditional methods. This makes model use and map maintenance more efficient in the future.

Floodplain Permitting, LOMR/CLOMRs

ICON's experience with floodplain mapping and modeling studies is extensive, not only in Greeley, but throughout Colorado and the Western/Midwestern portions of the United States. Given our past work for the City, we are very familiar with the City's requirements. We also have had opportunities to interact

and assist local floodplain administrators with decisions related to floodplain maps and regulatory changes.

Through a contract with the MHFD, and funded through a first-of-its-kind demonstration contract with FEMA, for the past 19-years, ICON has performed services similar to that of FEMA's current Production and Technical Services (PTS) contractor.

Work efforts include providing technical reviews and processing of all LOMRs and CLOMRs submitted within the six-county boundary of the MHFD. Work under this contract has also required that ICON become efficient in producing all of FEMA's map revision deliverables and file system. Over 560 map revisions have been completed through this contract. ICON also prepares submittals for individual LOMR/CLOMR projects on the order of nine or more per year.

GIS & Public Outreach

Cutting edge technology is common to ICON's current planning studies. In fact, our recent projects for the City of Greeley have served as examples as to how ICON's master plan can be fully compatible with GIS attributes. We often integrate the master plan using a web interface for user interaction and future updates.

At the onset of this project, we will establish a project website to provide general project information, highlight upcoming events and meetings, and collect contact information for interested stakeholder groups and individuals. Our project team will have an opportunity to engage the public prior to presenting the plans in a public forum. We believe that these tools will be beneficial in spreading the word and achieving interest and support for the planning study. Also note that members of ICON's staff are bilingual and can assist in Spanish translation of these engineering concepts for outreach materials or during public workshops.



3. Previous Project Experience

7TH AVENUE DRAINAGE IMPROVEMENTS—Greeley

The 7th Avenue project was an area previously studied in the 2017 North Greeley and Downtown Storm Drainage Master Plan prepared by ICON. The master plan identified undersized storm drain infrastructure throughout the basin, including local drainage problems along 7th Ave. The new system consists of storm sewer ranging in size from 18" concrete pipe to 43" x 60" horizontal elliptical pipe, with 21 inlets to collect the 10-year event. The existing system at 13th St. had inadequate capacity, therefore, restrictions were designed to reduce the flows entering into the system to match existing capacity. A parallel sanitary sewer and a new waterline were designed along with the storm drain improvements. Also includes a new roadway design from 16th St. to 13th St. and incorporates BMP water quality through bulb-outs rain gardens at intersections. ICON prepared technical specifications and construction documents, as well as assisted the City with on-call construction management duties. This project was completed on time and within budget.



Reference: Andrew Fisher, PE, CFM | City of Greeley | (970) 350-9797
andrew.fisher@greeleygov.com

Key Staff: Craig Jacobson, Jaclyn Michaelsen, Jeremy Deischer and Jacob Marquez (Subconsultants included Lithos, Valerian and San Engineering)

Status/Results: Completed in 2019

E. Company & Personnel Qualifications

SUNRISE NEIGHBORHOOD DRAINAGE IMPROVEMENTS—Greeley

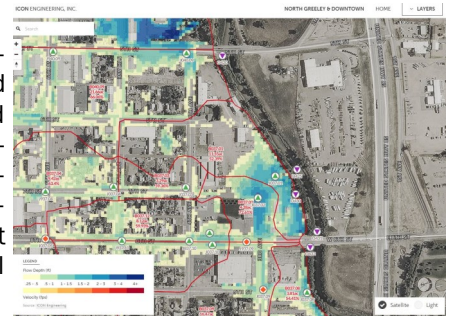
ICON began work on these improvements in 2015 with a hydraulic and hydrologic evaluation of the Sunrise Neighborhood, including baseline data collection, SWMM 5.0 modeling, capacity evaluation of existing drainage infrastructure, and alternatives analysis. We then performed final design of separate outfall systems along 11th Street and 9th Street, including a new outfall to the Cache La Poudre River. ICON prepared technical specifications and construction documents, and assisted the City with construction management duties. The contractor was selected through a competitive selection process; and local utility protection and relocation was required on this project.



Reference: Andrew Fisher, PE, CFM | City of Greeley | (970) 350-9797 | andrew.fisher@greeleygov.com
Key Staff: Craig Jacobson, Jeremy Deischer, and Heather Seitz (Subconsultants included Lithos & San Engineering)
Status/Results: Construction completed in 2017

NORTH GREELEY & DOWNTOWN DRAINAGE MASTER PLAN—Greeley

The development of this stormwater master plan included an updated hydrologic evaluation of complex urban runoff for the City. This urbanized five square mile watershed had no well-defined major drainageway and storm runoff generally conveyed overland through the downtown area. One of the primary goals for this master plan was to separate storm flows from the Greeley No. 3 Canal. Alternatives were developed to, at a minimum, provide storm drainage capacity meeting current city criteria and solutions to reduce flooding on insurable structures. Alternatives were evaluated using a benefit-cost analysis of over 5,000 structures. The selected plan was refined to a 20% design level with this 12th Street Outfall identified as the highest priority project.



Reference: Andrew Fisher, PE, CFM | City of Greeley | (970) 350-9797 | andrew.fisher@greeleygov.com
Key Staff: Craig Jacobson, Jeremy Deischer, and Heather Seitz (Lithos was a subconsultant)
Status/Results: Completed in 2017

MULBERRY RIVERSIDE STORMWATER IMPROVEMENTS—Fort Collins

This project improved overall drainage capacity and reduced the effects of flooding up to a 25- to 50-year level of protection. In general, this project includes the following improvements: (1) extension of the existing 48" RCP located in Myrtle Street, north on Cowan Street to Mulberry Street; (2) new inlets and laterals along the existing 24" storm sewer located north of Mulberry Street; (3) addition of inlets along the existing 48" RCP in Myrtle at Endicott and Lesser Streets; (4) improvement of the existing outfall in the Springer Natural Area.



Reference: Jason Stutzman | City of Fort Collins | (970) 221-6212 | jstutzman@fcgov.com
Key Staff: Craig Jacobson, Kent Barringer, Jaclyn Michaelsen and Jeremy Deischer (Subconsultants included Lithos and ERO)
Status/Results: Construction completed in 2019

STANLEY MARKETPLACE WATER QUALITY POND—Aurora & MHFD

ICON Engineering collaborated with Stream Landscape Architecture to develop a vision plan for Westerly Creek adjacent to the Stanley Marketplace. This study, originally focused towards a single-function water quality facility, developed a holistic vision of a multi-beneficial solution that expanded the regional water quality capacity in addition to other amenities for the Westerly Creek corridor, including stream restoration opportunities, reduction of flood hazard areas, and a balance of needed recreation and trail amenities.



Reference: Clint Weisz | Aurora Water | (720) 859-4337 | cweisz@auroragov.org
 Morgan Lynch | MHFD | (303) 455-6277 | mlynch@udfcd.org
Key Staff: Craig Jacobson and Jeremy Deischer
Status/Results: Study completed in 2019; Est. Final Design Completion 2021

E. Company & Personnel Qualifications

SANDERSON GULCH CHANNEL IMPROVEMENTS—City & County of Denver, MHFD

Sanderson Gulch, near the confluence with South Platte River, is a highly urbanized channel in a narrow corridor adjacent to commercial properties. The existing channel, railroad bridge and culverts had inadequate capacity for major storm conveyance. The goals of the FEMA grant funded project were to increase channel and culvert capacities; remove properties from the floodplain; and incorporate natural channel design elements to the system to improve ecology and stream health.

ICON assembled a diverse design team to handle the unique challenges of this project. The initial study included an extensive alternatives analysis and hydraulic modeling to determine feasible options for the anticipated peak discharges. Work also included a thorough existing site evaluation, reference reach observations, bankfull and shear stress analyses, geomorphic study and natural channel design approaches. The final design included a complex system consisting of low flow culvert and channel, that sit atop the high flow culverts. There is also a water quality vault for base flows and distinctive stacked slabstone boulder drop structures for grade control. Other project elements include roadway realignments, major utility relocations, trail expansion and a specialized revegetation and planting plan.



Reference: Andy Stewart, PE, CFM | City of Arvada (formerly w/City of Denver) | (720) 898-7000 | astewart@arvada.org
Barbara Chongtoua, PE | MHFD | (303) 445-6277 | bchongtoua@udfcd.org
Key Staff: Aaron Boussetot, Cole Cerise and Ben Smith (Subconsultants included Valerian and San Engineering)
Status/Results: Design Completed in 2019; Construction completed in 2020

NORTHEAST COLLEGE CORRIDOR OUTFALL—Fort Collins

This project began as a master plan study for flood and storm sewer projects in North Fort Collins in the Dry Creek basin. The project entailed design of drainage alternatives, engineering analysis and design, hydrology and hydraulic analysis, reviewing existing utility conditions and functionality, and detailed preliminary design of North College/Lemay Channel Drainage Improvement Project. The study resulted in the NECCO storm sewer project, including the design of over 4,000 ft of large diameter storm sewer system ranging in size from a 54-in circular culvert to a 4ft x 12ft box culvert. There are two ponds on the project, a 38 ac-ft water quality/regional detention pond and an 80 ac-ft regional detention pond. This project eliminates the overtopping of Vine Drive in a 100-year event, coordinates with the future realigned Vine Drive, provides a storm sewer outfall for the area, and minimizes wetland impacts. ICON was responsible for the CLOMR and LOMR through City of Fort Collins and FEMA; Jaclyn, while with Ayers Associates, managed the Master Plan Update and NECCO portion of the design.

Reference: Beck Anderson | City of Fort Collins | (970) 221-6682
banderson@fcgov.com
Key Staff: Jaclyn Michaelson and Craig Jacobson
Status/Results: Design & Construction completed in 2019; LOMR in 2020



POND W-1 at CENTENNIAL AIRPORT—Centennial

ICON completed the final design of detention and water quality improvements at Pond W-1, located at Centennial Airport, adjacent to County Line Road and the Airport's east-west runway. The Pond W-1 design incorporated up to 105 acre-feet of detention storage to manage runoff from future development in the watershed. 16 acre-feet of volume was also included for water quality in the pond at the controlled outlet, and forebay systems. In anticipation of changes in base flow from upstream development, the pond was designed with an adjustable plate system within the outlet works. Given this pond was located on Centennial Airport property, it was required that the pond be designed to FAA standards regarding drain time and open water elements. ICON also developed an inspection and maintenance plan for the pond.

Reference: John Nelson | SEMSWA | (303) 967-0252 | jnelson@semswa.org
Key Staff: Craig Jacobson
Status/Results: Construction completed in 2011



E. Company & Personnel Qualifications

BARANMOR DITCH, REACH 6—Aurora, CO

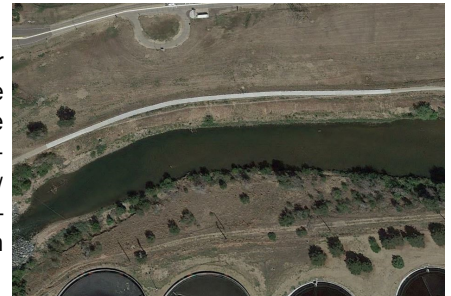
This project was initiated by the Aurora Water Capital Projects Division for preliminary engineering, site and infrastructure planning, final design and construction services. The design provides a drainage conveyance system consisting of storm sewer pipes, open channels and a large (10'x6') pre-cast box culvert conveyance system over 1,200 feet long to direct storm flows from north of Smith Road under I-225, crossing a UPRR and the RTD FasTracks light rail that was being built consecutive to the Baranmor Ditch. The project required extensive coordination with the UPRR and RTD, in addition to crossing three high pressure Conoco Phillips gas lines. . ICON worked with the City along with subconsultants to complete a Value Engineering analysis to utilize a Tunnel Boring Machine (TBM) specifically designed for this crossing. This project was presented at the NASTT's 2015 No-Dig Show in Denver.



Reference: Clint Weisz | Aurora Water | (720) 859-4337 | cweisz@auroragov.org
Key Staff: Craig Jacobson and Kent Barringer
Status/Results: Construction completed in 2016

S. PLATTE RIVER BANK STABILIZATION NORTH OF I-270—Adams County, CO

This project was completed for Adams County Open Space and the MHFD as part of their South Platte River Program. Located adjacent to 64th Avenue in Adams County, the site suffered from severe bank and channel erosion along the South Platte River. For these types of projects ICON and the District have developed a somewhat standard bank protection section, which basically uses Type L Riprap at a 2:1 to 2.5:1 slope, toed in below the channel thalweg 5 vertical feet. This incorporates a softer, “green” approach by using soil lifts constructed with coir rolls and coconut blanket, providing natural erosion protection/restoration.



Reference: Steve Materkowski | MHFD | (303) 455-6277 | smaterkowski@udfcd.org
Key Staff: Aaron Boussetot and Tyler Rosburg
Status/Results: Construction completed in 2018

4. Qualifications of Assigned Personnel

ICON has a total of 32 employees including 14 registered Professional Engineers and 9 Certified Floodplain Managers, with additional support engineers, GIS specialists, CAD technicians, and administration personnel to support our work. After the **organizational chart** and **EXHIBIT D: HIGHLIGHTS OF KEY PERSONNEL**, please find a detailed resume for each key staff member starting with a brief description of their role on this project.

5. Qualifications of Subcontractors

ICON has worked with all of the subconsultants on our team on past assignments. Their key personnel resumes can be found at the end of this section after ICON's. The table on the right shows the estimated time spent on this project.

SUBCONSULTANT	ROLE	% OF
Valerian	Landscape Architecture	20%
Kimley-Horn	Water / Sewer / Utilities	20%
Lithos Engineering	Geotechnical Engineering	10%
ERO	Environmental	5%
SurvWest	SUE Services	10%
Washburn Surveying	Surveying	5%
San Engineering	Structural Engineering	10%

6. Budget & Cost Control

ICON's staff strives to complete projects on schedule and within predetermined budgets. Bringing a project in on schedule begins with recognizing that certain elements are usually on the critical path and demand a systematic approach to keep a project going forward. Our experience has taught us that if you stay on schedule, that generally correlates with meeting the budget.

By setting acceptable and realistic expectations and goals, we can provide the level of service that the City of Greeley should expect and can count on for this project. A comprehensive sequential task schedule is prepared which identifies what stages require checklists and milestone for schedule and budgetary constraints, and who will be responsible for the reviews. The sequential task schedule we create will be broken down into detailed tasks and manpower needs.

ICON continues to strive to improve client communication and project delivery. Over the past several years, we have integrat-

E. Company & Personnel Qualifications



ed new systems to track project schedules, costs, and progress real-time. We conduct in-house progress meetings with all involved personnel on a weekly or bi-weekly basis. Actual progress on a particular assignment is compared to the budget figure by plotting current expenses against the allocated task man-hours. Reasons for variance, if any, between actual and anticipated progress are then discussed with the objective being to manage the variance.

7. Quality Assurance / Quality Control

In the interest of continual process improvement, our senior staff regularly evaluates our QA/QC process. Our goal is always to raise the bar even higher on the quality of products our clients receive. As part of Quality Control, we use checklists, engineering judgement and common sense in our reviews. Staff learn new production techniques as necessary, after action reviews promote group development, and they make every effort

to resolve issues as efficiently as possible when brought to their attention.

For their part in Quality Assurance, our leadership provides regular training for staff, routine upgrades to hardware and software, and promotes time and budget to support the QC process. The company as a whole is utilizing new tools to improve 360-degree communication, from Teams meetings to Bluebeam review comments. For each project, management or a senior design staff member will be assigned responsibility for QC reviews prior to milestone deliverables.

Throughout this project, the Quality Control will begin with the Project Manager, Jaclyn Michaelsen. Quality Assurance will be performed by Craig Jacobson as part of his involvement directing the project. Independent QA/QC will be performed by Matt Ursetta, ICON's President of key deliverables. The City will receive copies of all our review documents such as checklists and Bluebeam / PDF comments.

E. Company & Personnel Qualifications

EXHIBIT D: HIGHLIGHTS OF KEY PERSONNEL

KEY STAFF & ROLE	EXPERIENCE & STRENGTHS	FIRM
CRAIG JACOBSON, PE, CFM Contract Manager/ Project Dir.	Craig has 24-years of experience in water resource engineering in the Rocky Mountain Region, including design of public sector infrastructure, flood mitigation, drainage improvement, floodplain delineation, master planning, water quality, and design of stabilization and restoration improvements along rivers and major drainageways. He has worked with the City of Greeley for several years, including 7th Avenue, Sunrise Neighborhood, RiskMap and North Greeley & Downtown Master Plan, among other projects.	ICON
MATT URSETTA, PE Independent QA/QC	As the President of ICON, Matt will draw from his 37 years of experience to provide Independent QA/QC on this project.	ICON
JACLYN MICHAELSEN, PE, CFM Project Manager	Serving as Project Manager for this contract, Jaclyn brings 19 years of expertise in hydraulic engineering, focusing on master planning and design of drainageway and stormwater projects used for flood mitigation. For the City of Greeley, she has managed ICON's efforts for a multi-phased design of stormwater, sanitary, waterline, and roadway improvements along 7th Avenue, as well as ICON's evaluation of the new FEMA RiskMap. She works in Fort Collins, CO within 30 miles of the City of Greeley's office.	ICON
KENT BARRINGER, PE Drainage Design Lead	With four decades of consulting experience, Kent has served as the primary design engineer on numerous stormwater projects throughout Colorado, and has an extensive resume in working with landscape architects on a variety of projects. Kent supplements his engineering background with his trained artistic skills. His award winning designs on Goose Creek in Boulder and Marston Lake North Park in Denver attest to his ability to blend aesthetic considerations with engineering functionality.	ICON
AARON BOUSSELOT, PE, CFM TYLER ROSBURG, PE, CFM Stream Restoration	Aaron (19 years of exp.) and Tyler (9 years of exp) both bring their expertise in Stream Restoration to the project team. Aaron recently managed the award-winning Sanderson Gulch Channel Improvements project—an urban channel rehabilitation project featuring water quality, drop structures, and complex culverts. Tyler has a passion for geomorphology, stream restoration design, and sediment transport modeling	ICON
JEREMY DEISCHER, PE H&H Lead	Jeremy has 9 years of experience and his projects have included developing hydrologic and hydraulic models using geo-referenced data, creating the ability to seamlessly transition between the modeling program and a GIS interface. He has extensive experience working with the City of Greeley including 7th Avenue, Moon Pond, Sunrise Neighborhood, North Greeley & Downtown Master Plan as well as all technical work for the 12th Street BCA.	ICON
HEATHER SEITZ, PE, CFM Client Liaison	As the former Stormwater Engineer and Manager for the City of Greeley, Heather managed Capital Improvement Projects in the 28th Avenue Basin and the future Downtown Greeley Master Plan Implementation. When Heather worked with ICON as a client in the past, Heather supported and managed projects including the Sunrise Stormwater Improvement project and the North Greeley and Downtown Master Plan. Heather will support this contract through providing local area knowledge and project outreach input.	ICON
CASSIE KASLON, PLA, ASLA Landscape Architecture	Cassie played an integral part in the success of both the Sanderson Gulch Drainage Improvements project in Denver and 7th Avenue Water Quality installations in Greeley. She will bring her unique eye in Landscape Architecture and Planning to this project.	VALERIAN
EMILY MAGNUSON, PE Water / Sewer / Utilities	Emily is currently the Technical Lead on the 12th Street Storm Outfall Phase 1A for the City of Greeley. She will help the team seamlessly transition from Phase 1A to 1B and add value by reducing the timeline	KIMLEY-HORN
ROBIN DORNFEST, PG, CPG Geotechnical Engineering	Robin has worked on several projects in the Greeley area and numerous with ICON—including the drainage improvements for 7th Avenue and the Sunrise Neighborhood. With 21 yrs of experience, he specializes in engineering geology and geotechnical engineering as they relate to water and wastewater, oil and gas, transportation, and water supply and irrigation.	LITHOS

F. Approach to Scope of Work

F. APPROACH TO SCOPE OF WORK

Background

The 12th Street Outfall represents a keystone in alleviating drainage problems in the North Greeley and Downtown Basin (NGDB). Over time, this watershed developed with little consideration to stormwater conveyance or water quality. Of the drainage infrastructure that does exist, much of it is undersized, with less than a 2-year capacity, below Greeley's standards. The watershed is prone to frequent flooding, three flood events have occurred since 2001. The 12th Street Outfall will serve as the primary outfall for storm flows up to the 10-year event. The stormwater importance of this project is clear, but it also represents a significant financial investment and visible City commitment to flood risk mitigation.

Although the full benefits of the system will not be realized until later phases, this project will provide a moderate intermediate improvement to existing storm drain capacity near 2nd Avenue and 13th Street, in addition to providing water quality for the current contributing basin. Most importantly, this project phase is needed for the upstream watershed connections as an appropriately sized outfall does not exist. In 2018, the City contracted HDR to complete the preliminary design and while there are some revisions, the preliminary design did a good job in advancing feasibility, updating cost estimates and developing a phasing strategy for the system. Most importantly for Phase 1B, the preliminary design identifies elevation targets such that future phases can be constructed, particularly crossings with the Great Western/Union Pacific Railroad where grades cannot change.

Since 2018, ICON has assisted the City in updating benefit-cost evaluations for the project to further confirm cost effectiveness and generate data supporting future grant applications. These analyses, as well as our other past work in the Sunrise Basin will serve as a starting point for hydrologic and hydraulics in Phase 1B. Concurrent with this project, the City is working with Kimley-Horn (KH) to complete water and wastewater relocations ahead of the stormwater improvements. ICON is a member of the KH team to help provide quality assurances related to the future stormwater need. Following a similar model, we are proposing to use Kimley-Horn on Phase 1B for quality assurances related to the water and sanitary utilities. This teaming combination will add efficiency and cost effectiveness between both projects and significantly lessen the communication burden to the City.

ICON proposes to address the project goals as detailed by the City's RFP:

- Coordinating risks and conflicts with 12th Street Outfall Phase 1A – *With KH as the Phase 1A designer AND our utility coordination team ensures this will be done effectively!*
- Produce a constructible plan set that is cost effective – *Our project management and client liaison staff truly understand the City's expectations for delivering quality projects.*
- Minimize operations and maintenance challenges with the final product – *We will balance our expertise with input from stormwater operations.*
- Ensure public safety with final recommended infrastruc-

ture. – *ICON and Valerian bring decades of experience in stormwater and water quality design and planning. Public safety is always given priority as seen in our work with MHFD updating stormwater criteria.*

- Produce a resilient and aesthetically pleasing outfall at a highly visible location. – *ICON and Valerian together are known for developing creative and artistic solutions with our projects. We will extend a similar mindset to this project to create a neighborhood amenity.*
- Improve the hydraulic service level of Highway 85 bridge over existing conditions. – *ICON will review alternatives with the City to promote hydraulic efficiency, sediment transport, and removal options for the bridge, while also recognizing the potential changes to the floodplain.*
- Produce a final project based upon collaboration with other City divisions and public input. – *Our project process will work collaboratively to define the best design solutions for the City, including consideration for a future Poudre Trail that is resilient and attractive.*

Project Understanding and Approach

Our past work in the NGDB, specifically the Sunrise Neighborhood, already gives our team a strong understanding of the needs for this project. We recognize that constructing a box culvert system of this size comes with constraints, but also presents opportunities to improve public facilities within the neighborhood and surrounding community. Our vision for the project extends beyond a storm drain and water quality pond and includes an amenity for an underserved population in the City. Knowing that the City operates on a limited budget, we understand amenities beyond the stormwater will need to be balanced with funding and that expectations are to make the most of the dollars available. Our team will work closely with the City to prioritize and balance goals with funding. With that in mind, we have built flexibility into our proposal identifying base services consistent with the RFP. We are confident that the project can be designed for this fee. We have also identified optional services related to upgrading amenities, to build more of a feature for the community. Until the full potential for this project can be vetted, some services are listed as Optional for your consideration. Key scope items include:

Baseline Data Collection and Review

As with many projects, our first step will be a look back at the work completed to this point. We will thoroughly review the HDR preliminary design report and plans, the Phase 1A documents produced by team members at Kimley-Horn as well as any and all survey, subsurface utility, geotechnical and environmental information that will inform our scope moving forward. If there are any cost savings opportunities at this point, we will bring them forth to the City for consideration. Then our team will move forward with additional survey, SUE, geotechnical and environmental work only as necessary to cover any of the project area not previously investigated. We will also continue our coordination with Kimley-Horn regarding sewer relocations and their impact on this phase based on timing and physical constraints.

Project Alternatives and Alignment Configuration

At this stage we can begin to formulate alternatives for the 13'x6' RCBC storm drain and pond layouts, as well as

F. Approach to Scope of Work

outfall(s) might look like. Our overall goal is to develop a plan flexible enough to accommodate future expansion of the pond in different directions. We understand that future acquisition of the Salvage Lot may be costly and we hope to develop a solution that allows pond expansion in other directions should there be willing sellers. We envision a phased pond construction with the first phase at about 0.65-acres, accommodating the CDOT Water Quality Capture Volume (WQCV) lost due to the construction of this system, plus additional volume to treat a portion of the flows generated within the existing drainage system.

The outfall to the Poudre River is critical, so our team will start with reviewing the feasibility of installing the pipe along the proposed Hwy 85 ROW alignment, and compare feasibility, project costs, utility impacts, right-of-way needs, and other aspects to the originally proposed 2nd Avenue alignment. Other key considerations may include challenges in crossing property, right-of-way limits, how the outfall discharges to the water quality pond, the orientation at the Poudre River, and layout for future pond expansion. The compatibility with Phase 1B improvements and impact to utilities, including a large Atmos gas line that parallels both 10th Street and Hwy 85 will be reviewed.

As shown by the vision plan, we do see multiple options to enter the CDOT right-of-way with the storm sewer should working around the Auto Works building be impractical. If the Hwy 85 alignment is selected, it may also be practical to utilize the ex-

isting 2nd Avenue storm drain for water quality flows. The existing pipe is deep and at an appropriate elevation at the 12th Street intersection for a diversion. Finally, alternatives will address replacement of storm inlets and laterals for local drainage along 2nd Ave at 10th and 12th Streets and providing a connection outside of the intersection for future phases.

Working with the City, our team will prepare a *Preliminary Design Memo* documenting results and recommendations for advancement of the project.

Community Vision Planning

Our preliminary work includes holistically balancing stormwater needs with community values. This work includes leading a community workshop to gather input and feedback on goals beyond stormwater. As a component of our alternatives analysis, our team will use visioning methods to evaluate the integration of community amenities, such as trailhead and park features; identify connections between the river, neighborhood and Sunrise Park; opportunities to integrate education; and to confirm the look and feel of the design and aesthetics. As part of this task we will review functionality to reduce attractiveness to the transient population in the area.

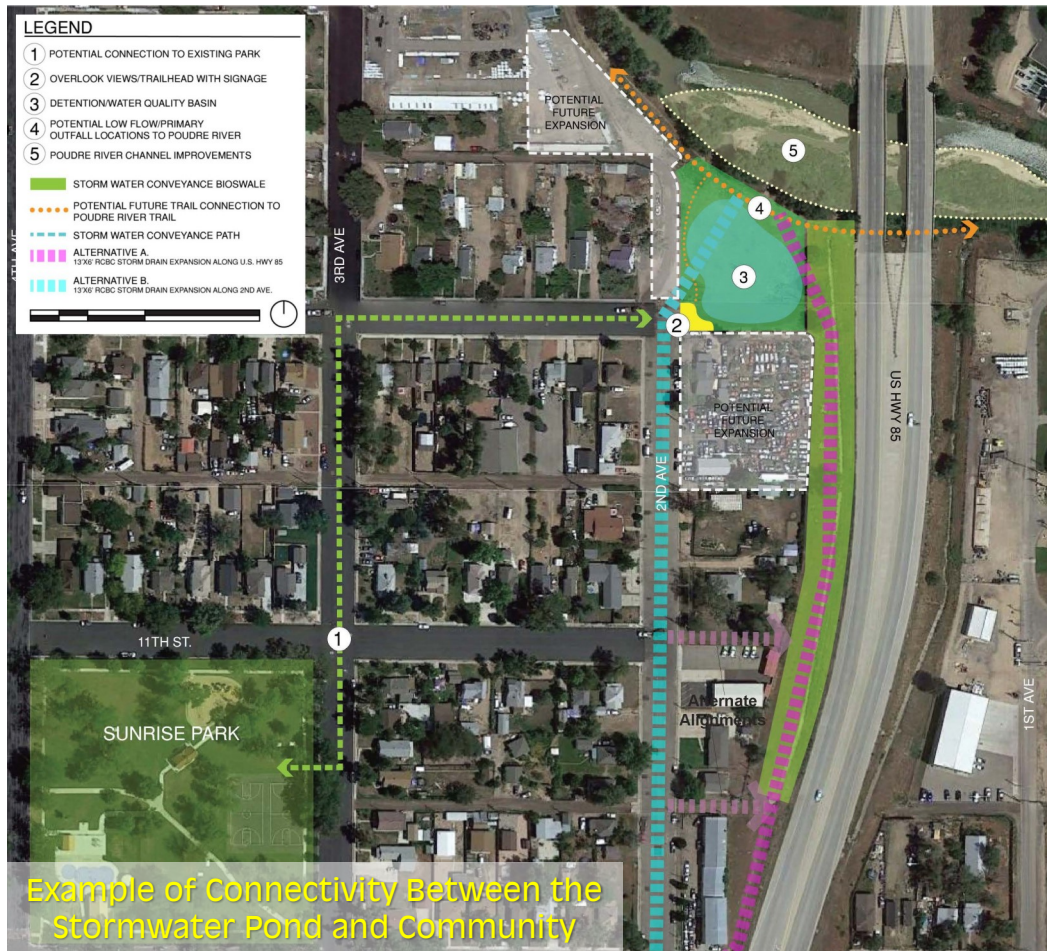
Visioning will also evaluate opportunities for the future pond expansion, with a goal to maximize flexibility for the City over time. We recognize that as planned expansion through the salvage yard is challenging and that the City may need to look for willing sellers in other directions. This visioning work includes important engineering analysis because the pond configuration will also impact two other major pieces of design, the exact alignment of the primary stormwater box culverts and the location, elevation, and shape of the outfall. The pond decision cannot be made in a vacuum and must include potential configurations, impacts and opportunities to these items.

Discussion will be required to determine how public opinions will be integrated on the project vision. Public infrastructure is very complicated and hard to understand, but also needs to serve the population that lives and works around it. At the onset of the project we will develop an outreach plan with input from the City. Our proposal includes building a project specific website, as well as 2 public outreach events or meetings.

Discussion will be required to determine how public opinions will be integrated on the project vision. Public infrastructure is very complicated and hard to understand, but also needs to serve the population that lives and works around it. At the onset of the project we will develop an outreach plan with input from the City. Our proposal includes building a project specific website, as well as 2 public outreach events or meetings.

Water Quality Design

Water quality treatment needs will change over time, beginning with local contributions from Hwy 85 and the Sunrise Basin, then expanding to treat tire watershed up to a

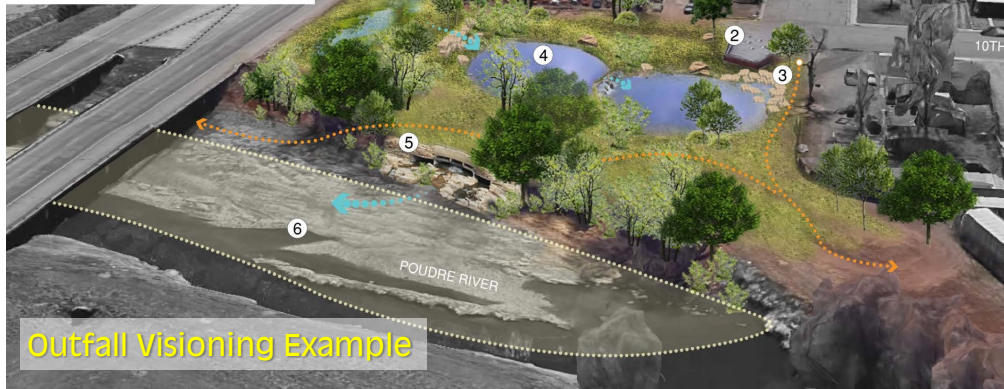


Example of Connectivity Between the Stormwater Pond and Community

F. Approach to Scope of Work

LEGEND

- 1 STORM WATER CONVEYANCE BIOSWALE
- 2 OVERLOOK VIEWS/TRAILHEAD WITH SIGNAGE
- 3 EXISTING 2ND AVE. PIPE OUTFALL LOCATION
- 4 DETENTION/WATER QUALITY BASIN
- 5 OUTFALL INTO POUDBRE RIVER
- 6 POUDBRE RIVER CHANNEL IMPROVEMENTS
- POTENTIAL FUTURE TRAIL CONNECTION TO POUDBRE RIVER TRAIL
- STORM WATER CONVEYANCE PATH



Outfall Visioning Example

pond. Our team will review different water quality strategies and configuration focusing on: ease of maintenance access; minimizing maintenance frequency; ease of sediment removal and screen cleaning; public safety within the pond; and limiting standing water that promotes insect breeding. We have found that water quality implementation requires careful planning and often a balance of conflicting goals. Planning for volume changes over time also requires foresight such that drainage features are easily adaptable to changes in base flow and detention volumes. In general, we envision the water quality design following current Extended Detention Basin (EDB) guidance but may be expanded to include other forms of treatment, such as bioswales, perhaps in the CDOT right-of-way, and sediment collection forebays. An adjustable outlet system, similar to ones we have designed before, is also anticipated.

The Poudre River

The outfall at the Poudre River also brings its own considerations. Primary goals are to provide a functional and aesthetic outfall to the river, while also addressing maintenance needs, unwanted human access, and backwater from the river. Balancing these constraints are common to our projects. For the **Sanderson Gulch** project, rock variations and active water flow at the outfall provided aesthetics, erosion protection, public safety, while deterring habitation at pipe entrances. Given the grades at the site, we envision a similar approach here.

Along the river itself, despite previous dredging efforts, Hwy 85 continues to promote sediment deposition. This aggradation reduces flood capacity, contributing to flood damage potential and a lower level of service for the highway. Oddly, the current pattern of deposition occurs along the outside bend (south side) of the river, which now could threaten the efficiency of the future outfall. We believe a discontinuity in channel cross-



sectional shape, and a reduced channel slope from downstream grade control contribute to this aggradation and that reestablishment of a bankfull channel along the south bank through the bridge may be the solution. We estimate that the widened bridge section has 30% lower sediment transport capacity than sections upstream.

ICON will compare options to address sedimentation at the Hwy 85 bridge and the 12th Street Outfall, in addition to the potential for added scour protection at piers and abutments. Options are expected to range from straight forward sediment removal to more complicated restoration. Recommendations will be coordinated within the project budget, CDOT, floodplain and 404 permitting re-

quirements, as well as functionality with the proposed stormwater improvements. CDOT approval will be required for changes at the Hwy 85 Bridge. Our team is familiar with recent CDOT guidance regarding hydraulic requirements and scour calculations. These computations will be included as a supplement to our project design report.

Project Permitting

Our team will work with the City to secure permits necessary for construction. This includes: a CDOT Utility Permit, Greeley Right-of-Way Permit, and assistance with data required for a CDPHE Construction Dewatering Permit (CDP).

ERO will lead efforts related to the Section 404, Clean Water Act Permit. As discussed above, the extents of improvements to the Poudre River may dictate permitting needs between a Nationwide Permit (NP) or more extensive Individual Permit (IP). Beginning with project alternatives we will review permitting strategies and timelines and the thresholds dictating one permit over the other. We feel that a NP will be adequate for the outfall construction, but a larger stream impact may dictate an IP.

From a CDP perspective, ERO will expand their previously completed Phase 1 environmental investigations to include the entire project site and inform the team if Phase 2 investigations are needed, or any additional consultation with CDPHE. Their current data does not indicate the need for groundwater remediation.

Finally, a Floodplain Development Permit (FDP) will be obtained for work in the Poudre River floodplain. We expect that due to the backwater effects from the Hwy 85 Bridge, a no-rise condition will be possible. Given the potential changes along the river and ongoing FEMA mapping changes with RiskMap, we will closely monitor the floodplain impacts and need for a Conditional or Letter of Map Revision (CLOMR/LOMR). Given the timeline for RiskMap, this project will need to consider impacts using this as the basis, noting that RiskMap will also introduce a complicated split flow at 8th Street. Given this, along with the presence of floodways and insurable structures in the

F. Approach to Scope of Work

plain, the project has little tolerance for increases in floodplain elevations.

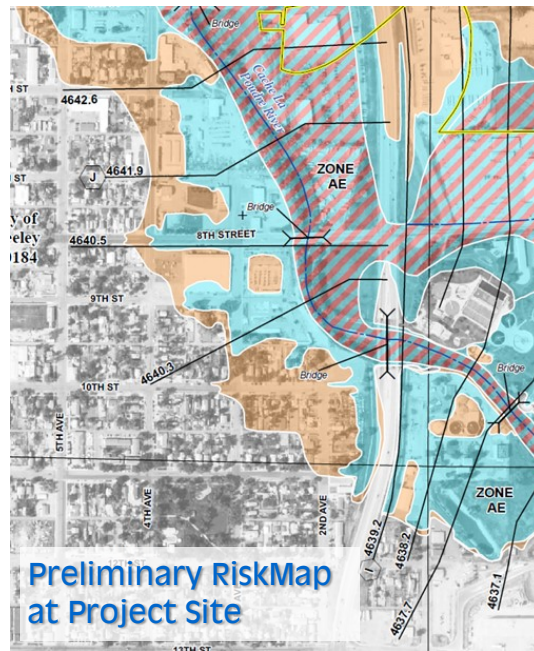
Project Partnering
 ICON brings experience in managing project partnering contracts. Most recently, we successfully navigated a CMAR project with the City on the 7th Avenue stormwater project. We understand that you are considering a similar approach to this project. We see a similar value to manage costs and construction risk.

Design Development
 ICON will prepare construction drawings for the project with review sets at the 30%, 50% and 90% levels. The 30% Design Stage will progress as soon as the City selects a preferred alternative. Our preliminary design will confirm pond sizing and investigate feasibility of additional features such as a segment of the Poudre River Trail and other community features. Knowing the complex alignment of the box culvert we will coordinate with our structural designer, SAN Engineering, to begin evaluating critical items such as bends, junction boxes and outfall structure(s) for us to accurately update cost estimates. The 30% design will also consider the river and what dredging and scour protection methods would be most cost effective and impactful to long term stream health.

At the 50% Design Stage, we will confirm all previously gathered data and update models as necessary. We will generate more detailed drawings of alignment and layout, which will enable our team to begin utility coordination in earnest. This will provide us costs and schedules of any required relocations, feeding into our overall project budget and timeline. The most important product created at this stage is the 50% level cost estimate, allowing the City to make a Go/No Go decision on inclusions or work that can be postponed to later phases.

At the 90% and 100% Design Stages, the ICON project will develop the final design. The construction drawings and all associated documents will require the attention to detail and knowledge of our entire team. We recognize that this is our last chance to catch errors prior to construction and know the importance of a solid set of plans, specifications, and reports. With any construction method, our team will assist with the handoff of final plans and assist with any necessary information during construction.

Our approach can meet all the needs of the City, while providing necessary flexibility to allow the design to progress along the best path for the City. Our team has worked together before and been successful, with reason to expect success here as well. We believe this project this has significant potential; we want to set the bar high and intend to reach it.



Familiarity with the City and Project Area
 Our past work in the NGDB already gives our team a strong understanding of the needs for this project. But our work in the Sunrise neighborhood brings the most familiarity with this specific site and what to expect working at this location.

- **Pavement.** Soils are sandy and pavement conditions are generally poor. The project should anticipate a higher degree of pavement replacement even with adequate shoring.
- **Utilities.** Regardless of locates and potholes, utilities in Sunrise can change location at random. It will be important to coordinate with utility companies on locations and pothole “limits” versus a single point for confidence.
- **Sanitary Sewers.** Anticipate drop manholes, we plan to pothole sanitary sewers at all crossings.
- **Intersection upgrades.** Flatwork at intersections are not standardized and roadway cross-slopes can be steep. Drainage and ADA improvements will take time and require custom solutions.

Over the course of these projects as well as the 7th Avenue drainage project, we have developed a strong understanding of expectations working with not only the Stormwater Group, but the Engineering Group and the Water and Sewer Department. We recognize the constraints of the City budget and offer an honest approach that meets the budget, and fees reflective of that level of effort. Our goal is to have foresight, communicate honestly and effectively, avoid change orders, and produce high quality plans to reduce risk of construction changes.

As shown above, ICON brings a connection to this neighborhood. Our past work has improved the drainage and subsequently the quality of life in the area. We believe this proposal demonstrates the skill and creativity of our team, and our passion to make this project the best it can be.

Staff Commitment

The table below shows the percentage of commitment we have allocated for each ICON staff member on this project. This fits well with our current workload and we have the ability to bring in other qualified staff as needed.

STAFF	ROLE	% OF TIME
Craig Jacobson, PE, CFM	Contract Mgr./Contract Dir.	15%
Matt Ursetta, PE	Principal, Independent QA/QC	5%
Jaclyn Michaelson, PE, CFM	Project Manager	40%
Jeremy Deischer, PE	H & H Task Lead	15%
Kent Barringer, PE	Drainage Design Lead	35%
Aaron Bousselot, PE, CFM	Stream Restoration Lead	10%
Tyler Rosburg, PE, CFM	Stream Restoration	15%
Heather Seitz, PE, CFM	Client Liaison	10%
Oren Gary, EI	Project Engineer	50%
Jacob Marquez, EI	Project Designer	25%
Brian Bredesen	CAD Designer	

ICONENGINEERING PROJECT ESTIMATING SHEET

ESTIMATED SCHEDULE

DESIGN/ PHASES 12th Street Outfall Description	30%				50%				90%				bid																																																															
	Jan-21 weeks				Feb-21 weeks				Mar-21 weeks				Apr-21 weeks				May-21 weeks				Jun-21 weeks				Jul-21 weeks				Aug-21 weeks				Sep-21 weeks				Oct-21 weeks				Nov-21 weeks				Dec-21 weeks				Jan-22 weeks				Feb-22 weeks				Mar-22 weeks				Apr-22 weeks				May-22 weeks				Jun-22 weeks				Jul-22 weeks			
	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4																
Task i MEETINGS AND COORDINATION																																																																												
1 - Progress Team Meetings & Conference Calls (16 meetings)																																																																												
2 - City Departmental/Additional Coordination Meetings (4 Assumed)																																																																												
3 - CDOT Coordination Meetings (2 Assumed)																																																																												
4 - Public and Citizen Informational Meetings (2 Assumed)																																																																												
Task 1 BASELINE DATA COLLECTION / REVIEW																																																																												
1 - Review Ex. Reports/Designs/Background Data/FEMA/Site Conditions																																																																												
2 - Site Survey / Mapping																																																																												
3 - Geotechnical Investigation																																																																												
4 - Wetland, Cultural, TES Survey, Phase 1 Environmental																																																																												
5 - SUE (QLA/QLB, Potholes (Assume 15))																																																																												
Task 2 ALTERNATIVES ANALYSIS																																																																												
1 - Storm Sewer Layout																																																																												
2 - Water Quality Review and Alternatives																																																																												
3 - Poudre River Site Assessments																																																																												
4 - Restoration Alternatives																																																																												
5 - Utility Conflict and Resolution - Sanitary Sewer																																																																												
6 - Utility Conflict and Resolution - Water																																																																												
7 - Utility Conflict and Resolution - Other Utilities																																																																												
8 - Outfall Layout																																																																												
9 - Cost Evaluations																																																																												
10 - Alternative Selection and Decision Making Report																																																																												
Task 3 30% DESIGN																																																																												
1 - Design Development																																																																												
2 - 30% Plan Preparation																																																																												
3 - Submittal to City																																																																												
4 - Address Comments																																																																												
Task 4 FINAL DESIGN & PERMITTING																																																																												
1 - Cover Sheet / General Notes / Survey Control Sheet																																																																												
2 - Demolition Plan																																																																												
3 - SWMP Plan																																																																												
4 - Storm Sewer Plan & Profile Sheets (1" = 20') and Detail Sheets																																																																												
5 - Water and Sewer Utility Adjustments and Detail Sheets																																																																												
6 - Outfall Plan & Profiles (1" = 20')																																																																												
7 - Outfall Channel Details																																																																												
8 - Stream Restoration Design																																																																												
9 - Roadway Restoration																																																																												
10 - Water Quality Pond & Design Features																																																																												
11 - Planting and Landscape Plans																																																																												
12 - Traffic Control Plan																																																																												
13 - Final Hydrology & Hydraulics Analysis (Pipe & Floodplain)																																																																												
14 - Initial Design (50% Submittal)																																																																												
15 - Refinement of Construction Drawings (90% Submittal)																																																																												
16 - Final Refinement of Construction Drawings (100% Submittal)																																																																												
17 - Determination of Quantities & Bid Schedule																																																																												
18 - Cost Evaluations																																																																												
19 - Develop Project Specifications / Special Conditions (as required)																																																																												
20 - Prepare Project Design Report																																																																												
21 - Utility Easements (3 assumed)																																																																												
22 - Utility Coordination																																																																												
23 - CDOT Coordination																																																																												
24 - Structural Engineering																																																																												
25 - COE 404 Permit																																																																												
26 - Floodplain Development Permit																																																																												
27 - Attend Pre-bid Meeting																																																																												
28 - RFI & Question Responses																																																																												

ICONENGINEERING
PROJECT ESTIMATING SHEET

G. VALUE / COST OF EFFORTS

Project Fees

As discussed, our base scope reflects work anticipated within the RFP, and are confident that the project can be completed in this manner. Initial tasks and discussion with the City and community will also help better understand the full potential for this project and the degree for which optional services may be necessary.

DESIGN/ PHASES 12th Street Outfall	ICON Engineering							Washburn Surveyors	ERO	Lithos Engineering	SurvWest SUE	SAN Eng.	Kimley/Horn	Valerian	TOTALS
	Contract Mgr.	Project Mgr.	Ind. QC	Prof. Eng. II	Eng. I	CAD/ GIS	Misc. Direct Costs								
	Principal Eng I \$189 Hours	Prof. Eng III \$169 Hours	Principal Eng. II \$189 Hours	Prof. Eng. II \$159 Hours	Eng. I \$108 Hours	CAD/ GIS \$105 Hours									
Description								Direct Ex.	Direct Ex.	Direct Ex.	Direct Ex.	Direct Ex.	Direct Ex.	Direct Ex.	
Task i MEETINGS AND COORDINATION															Task i Subtotal
1 - Progress Team Meetings & Conference Calls (16 meetings)	24	48		24			\$930			\$800			\$750	\$6,240	\$25,184
2 - City Departmental/Additional Coordination Meetings (4 Assumed)	8	12					\$150						\$750		\$4,440
3 - CDOT Coordination Meetings (2 Assumed)		2													\$338
4 - Public and Citizen Informational Meetings (2 Assumed) & Website	6	16		8		16	\$250								\$7,040
Task 1 BASELINE DATA COLLECTION / REVIEW															Task 1 Subtotal
1 - Review Ex. Reports/Designs/Background Data/FEMA/Site Conditions	2	8		4	4										\$2,798
2 - Site Survey / Mapping	1	6						\$5,200							\$7,663
3 - Geotechnical Investigation	1	4								\$9,000					\$10,075
4 - Wetland, Cultural, TES Survey, Phase 1 Environmental									\$25,000						\$25,000
5 - SUE (QLA/QLB, Potholes (Assume 15))		8				6	\$50				\$37,600		\$2,280		\$41,912
Task 2 ALTERNATIVES ANALYSIS															Task 2 Subtotal
1 - Storm Sewer Layout	4	8				18				\$2,400					\$6,398
2 - Water Quality Review and Alternatives		2		8	12	6								\$8,120	\$11,656
3 - Poudre River Site Assessments		2		18	12	4	\$100								\$5,016
4 - Restoration Alternatives		2		14	12	4									\$4,280
5 - Utility Conflict and Resolution - Sanitary Sewer		2											\$1,085		\$1,423
6 - Utility Conflict and Resolution - Water		2											\$1,000		\$1,338
7 - Utility Conflict and Resolution - Other Utilities		2											\$1,140		\$1,478
8 - Outfall Layout		6			16	4									\$3,162
9 - Cost Evaluations		4		12										\$1,195	\$3,779
10 - Alternative Selection and Decision Making Report	6	6	4				\$50								\$2,954
Task 3 30% DESIGN															Task 3 Subtotal
1 - Design Development		12			16	24	\$100						\$1,500		\$7,876
2 - 30% Plan Preparation		12			16	24							\$2,500	\$4,100	\$12,876
3 - Submittal to City	6	8	4			2									\$3,452
4 - Address Comments		8			12	16	\$24								\$4,352
Task 4 FINAL DESIGN & PERMITTING															Task 4 Subtotal
1 - Cover Sheet / General Notes / Survey Control Sheet		2			4	4									\$1,190
2 - Demolition Plan		4		12		12									\$3,844
3 - SWMP Plan		2		4	16	8									\$3,542
4 - Storm Sewer Plan & Profile Sheets (1" = 20') and Detail Sheets	4	24		24	80	40									\$21,468
5 - Water and Sewer Utility Adjustments and Detail Sheets	2	12				12							\$4,090		\$7,756
6 - Outfall Plan & Profiles (1" = 20')	2	10		12	16	12									\$6,964
7 - Outfall Channel Details		4		4	12	4				\$7,500					\$10,528
8 - Stream Restoration Design	2	4		4	13	10									\$4,142
9 - Roadway Restoration		8			16	16									\$4,760
10 - Water Quality Pond & Design Features	6	16		24	32	20									\$13,210
11 - Planting and Landscape Plans		6			4	6								\$21,610	\$23,686
12 - Traffic Control Plan		4			16	12									\$3,664
13 - Final Hydrology & Hydraulics Analysis (Pipe & Floodplain)		8		24	48										\$10,352
14 - Initial Design (50% Submittal)		12	12			12	\$100								\$5,656
15 - Refinement of Construction Drawings (90% Submittal)	8	32	8	24	80	60	\$100			\$1,100			\$3,000		\$31,388
16 - Final Refinement of Construction Drawings (100% Submittal)	4	20	2	12	32	16	\$100						\$1,600		\$13,258
17 - Determination of Quantities & Bid Schedule	2	8	2	4	12		\$25								\$4,065
18 - Cost Evaluations		8	2	8											\$3,002
19 - Develop Project Specifications / Special Conditions (as required)	6	30	6				\$25			\$600			\$3,280		\$11,243
20 - Prepare Project Design Report	2	4	1	24		4	\$50								\$5,529
21 - Utility Easements (3 assumed)		4				4		\$800							\$1,896
22 - Utility Coordination		8		4									\$4,280		\$6,268
23 - CDOT Coordination		6		12		4	\$15						\$3,830		\$7,187
24 - Structural Engineering	1	4				16						\$12,500			\$15,045
25 - COE 404 Permit		2			4				\$3,500						\$4,258
26 - Floodplain Development Permit	2	12	1	48	8	8	\$50								\$11,981
27 - Attend Pre-bid Meeting	6	6					\$100								\$2,248
28 - RFI & Question Responses	4	16				6	\$20						\$400	\$400	\$4,910
TOTAL HOURS	109	456	42	332	489	428									\$437,530
TOTAL COST	\$20,601	\$77,057	\$7,938	\$52,782	\$52,834	\$44,930	\$2,239	\$6,000	\$28,500	\$21,400	\$37,600	\$14,000	\$31,180	\$40,470	\$437,530

OPTIONAL DESIGN SERVICES															
1	Expanded Vision Plan Development													\$15,000	\$15,000
2	Pond and Outfall Upgrades for Community Placemaking	8	40	4	16	40	\$100					\$15,000		\$20,000	\$55,485
3	Comprehensive Stream Restoration for PR	4	12	2	32	48	\$50		\$13,000					\$5,000	\$33,164
4	CLOMR/LOMR Submittals * assumes City pays review fees	16	54	4		160	\$150								\$32,856
TOTAL HOURS	28	106	10	48	248	83									
TOTAL COST	\$5,292	\$17,914	\$1,890	\$7,632	\$26,784	\$8,693	\$300	\$0	\$13,000	\$0	\$0	\$15,000	\$0	\$40,000	

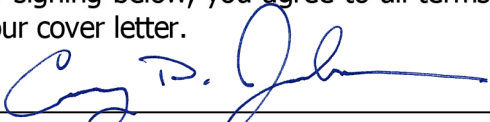
H. Proposal Acknowledgement (Exhibit 1)

EXHIBIT 1 PROPOSAL ACKNOWLEDGEMENT

The offeror hereby acknowledges receipt of addenda numbers 1 through 2 .

Falsifying this information is cause to deem your proposal nonresponsive and therefore ineligible for consideration. In addition, falsification of this information is cause to cancel a contract awarded based on one or both of the above preferences.

By signing below, you agree to all terms & conditions in this RFP, except where expressly described in your cover letter.



Original Signature by Authorized Officer/Agent

Craig Jacobson, PE, CFM
Type or printed name of person signing

ICON Engineering, Inc.
Company Name

Principal
Title

(303) 221-0802
Phone Number

7000 S. Yosemite St., Suite 120
Vendor Mailing Address

-
Fax Number

Centennial, CO 80112
City, State, Zip

June 30, 2021
Proposal Valid Until (at least for 90 days)

cjacobson@iconeng.com
E-Mail Address

www.iconeng.com
Website Address

Project Manager:

Jaclyn Michaelsen, PE, CFM
Name (Printed)

(970) 310-1547
Phone Number

7000 S. Yosemite St., Suite 120
Vendor Mailing Address

-
Fax Number

Centennial, CO 80112
City, State, Zip

jmichaelsen@iconeng.com
Email Address

Addendum #1



Capital Project Committee

Project Information

Project Name:	12th Street Storm Outfall: Phase 1B – Outfall to 12th Street and Water Quality Pond
Bid Number:	#FD20-10-145
Date:	November 5, 2020
Project Manager:	Andrew T. Fisher

Addendum Items

Item 1:	All provided documents referenced in this addendum are available on Rocky Mountain Bid Net and City of Greeley's website
Item 2:	The Pre-proposal presentation as planned was interrupted by technical difficulties. The presentation has been uploaded with this Addendum as PDF. Consultants are encouraged to review the presentation to evaluate for further questions.
Item 3:	The 12th Street Preliminary Design Report was requested to be provided to proposers for review and preparation of proposals. <i>The 12th Street Preliminary Design Report is available for download on BidNet and the City's website</i>
Item 4:	The 12th Street Benefit Cost Analysis was requested to be provided. <i>This report will be made available to the successful consultant but will not be made available at this time. Recommendations from this report are not expected to influence proposal preparation.</i>
Item 5:	A question was asked whether additional geotechnical work would be required as a part of this project. <i>During preliminary design, geotechnical borings had been collected at 2nd Avenue and 12th Street and at the outfall location, among other locations. While the recommended storm line alignment shifted from 2nd Avenue to CDOT ROW, no borings had been collected between 12th Street and 10th Street in 2nd Avenue.</i>
Item 6:	The Preliminary Design Geotechnical Data Report was requested to be released for proposers. <i>This is available for download on BidNet. The City will not dictate Scope of Work for additional geotechnical work. Proposers are encouraged to evaluate the GDR and prepare an appropriate scope.</i>
Item 7:	A question was asked regarding the expected level of Community Outreach required with the project. <i>Consultants are encouraged to propose a scope of community outreach assistance to enhance the project in combination of the firm's available resources and the City's stated project goals. It is not anticipated that Community Outreach will dictate major design decisions. However, there may be a level of community engagement to evaluate how the water quality pond appearance, and acceptable construction impacts. It is also anticipated this project will warrant a Project Website, on the consultant website, City website or both.</i>
Item 8:	A question was asked about the level of Construction Inspection anticipated to be included in the scope of work. <i>At this time, Construction Services (Post-design services) should be limited to response to RFIs, submittal review, and clarifying questions on plans as defined in the RFP. This task may be expanded or supplemented in the future.</i>

Item No. 16.

Item 9:	<p>A question was asked regarding the level of CDOT involvement to date. <i>The City has held numerous meetings with CDOT regarding the project, including Region 4 hydraulics, utility permitting, staff bridge and water quality. CDOT is in support of the construction in CDOT ROW and modification of the existing Water Quality pond along highway 85. CDOT did not provide specific comment on scour protection requirements at the Outfall, as they require greater than 30% design sets to review. As Built drawings of the existing bridge, and the latest bridge inspection report have been provided to the City.</i></p>
Item 10:	<p>A question was asked whether construction materials testing should be included in the proposal. <i>Construction materials QA and QC testing is beyond the scope of this RFP and would be contracted at the time of construction.</i></p>
Item 11:	<p>A question was asked whether Pre-proposal attendance was mandatory. <i>The pre-proposal meeting was recommended but not mandatory.</i></p>
Item 12:	<p>The As Built drawings for the Highway 85 Bridge were requested. <i>These are available for download on BidNet / City's website with this addendum</i></p>

Addendum #2



Capital Project Committee

Project Information

Project Name:	12th Street Storm Outfall: Phase 1B – Outfall to 12th Street and Water Quality Pond
Bid Number:	#FD20-10-145
Date:	November 11, 2020
Project Manager:	Andrew T. Fisher

Addendum Items

Item 1:	An error was discovered in the November 4 Pre-proposal presentation Slide 31 "Preliminary Project Schedule." Dates for FOR (90%) Design, Bid Package Submittal, and Construction Bidding/Award should read "2022" as consistent with the RFP, not 2021.
Item 2:	A question was submitted regarding the planned timing of constructing the Poudre Trail to connect to the planned segment with this project. <i>At current, future connections are not programmed and can be expected to be completed no sooner than five years.</i>
Item 3:	A question was submitted regarding the proposed use of 11x17 sheets in proposals and how they will count towards 18-page limit. <i>Proposals may include up to four (4) sheets sized 11x17 for presentation of maps, exhibits, schedule of fees, or project schedule. The larger sheets may count as one sheet towards the 18-page limit. Use of 11x17 sheets solely for standard text, photos and graphics shall count as two sheets. Per the RFP, the cover, cover letter, table of contents and resumes are exempt from the maximum page count.</i>
Item 4:	A question was submitted asking the WQCV in the CDOT pond. <i>Per the 2012 Design Report produced by Muller Engineering: 0.41 ac-ft</i>
Item 5:	A question was submitted asking the current hydraulic level of service of the Highway 85 Bridge. <i>The bridge does not over-top in the 100-year flood, as Highway 85 overtops at the 8th Street intersection, creating a flow split. Anderson Consulting Engineers reported the US Highway 85 Bridge conveys 4,500 cfs prior to the water surface elevation impacting the low chord of the bridge. This is among the smallest bridge capacities reported by Anderson between Island Grove and Ash Avenue. Additionally, per the Preliminary Riskmap model: Low chord of bridge elevation: 4639.30 2% Annual Flood WSEL: 4639.25 1% Annual Flood WSEL: 4639.78</i>
Item 6:	This addendum is the final addendum for this project. Consultants are reminded to submit proposals before 2pm on Friday, November 20.
Item 7:	Proposals are to be submitted electronically as per attached.

**ONLY ELECTRONIC RFP RESPONSES WILL BE ACCEPTED DURING THE
COVID-19 EVENT**

Instructions for electronic submittal.

Email your RFP Response to purchasing@greeleygov.com. Submit your RFP response to this email only – please do not email to multiple people. Only email's sent to purchasing@greeleygov.com will be considered as responsive to the request for proposals. Emails sent to other City emails may be considered as non-responsive and may not be reviewed.

Proposals shall be submitted in a single Microsoft Word or PDF file under 20MB

The RFP number and Project name **must be noted** in the subject line, otherwise the proposal may be considered as non-responsive to the RFP.

Electronic submittals will be held, un-opened, until the time and date noted in the RFP documents or posted addenda.



**CITY OF GREELEY
Purchasing**

**Request for Proposal
RFP #FD20-10-145**

**12th STREET STORM OUTFALL: PHASE 1B – OUTFALL to 12th
STREET AND WATER QUALITY POND**

for

**CITY OF GREELEY PUBLIC WORKS DEPARTMENT /
STORMWATER MANAGEMENT DIVISION**

REQUEST FOR PROPOSALS (RFP)
RFP #FD20-10-145

Procurement Contact: Douglas Clapp
 Email Address: Doug.Clapp@greeleygov.com
 Telephone Number: 970-350-9792

Proposals must be received no later than:

November 20, 2020, before 2:00 p.m. local time

Proposals received after this date and time will not be considered for award.

ONLY ELECTRONIC RFP RESPONSES WILL BE ACCEPTED DURING THE COVID-19 EVENT

Email your RFP Response to purchasing@greeleygov.com. Submit your RFP response to this email only –please do not email to multiple people. Only emails sent to purchasing@greeleygov.com will be considered as responsive to the request for proposals. Emails sent to other City emails may be considered as non-responsive and may not be reviewed.

Proposals shall be submitted in a single Microsoft Word or PDF file under 20MB.

The RFP number and Project name must be noted in the subject line, otherwise the proposal may be considered as non-responsive to the RFP.

Electronic submittals will be held, un-opened, until the time and date noted in the RFP documents or posted addenda.

Schedule of Events (subject to change)	All times are given in local Colorado time
RFP Issued	October 21, 2020
Pre-Proposal Conference	November 4, 2020 at 1:00pm via a Zoom meeting
Inquiry Deadline	November 9, 2020 before 2:00pm
Final Addendum Issued	November 12, 2020
Proposal Due Date and Time	November 20, 2020 before 2:00pm
Interviews (tentative)	Week of December 7, 2020 via Zoom meeting
Notice of Award (tentative)	December 14, 2020

Invitation to a scheduled Zoom meeting.

Join Zoom Meeting

<https://greeleygov.zoom.us/j/89929497204>

Meeting ID: 899 2949 7204

Passcode: 146145

Dial by your location

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 669 900 6833 US (San Jose)

TABLE OF CONTENTS

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II	Statement of Work	10
III	Administrative Information	17
IV	Proposal Submission	22
V	Response Format	23
VI	Evaluation and Award	25

EXHIBITS

Exhibit	Title
1	Proposal Acknowledgement
2	Sample Contract
3	Insurance
4	Debarment Form
5	Document References
6	Map of Area Utilities
7	Preliminary Design Survey
8	Preliminary WQ Pond and Sanitary Profile
9	Post-Preliminary Alignment Shift
10	Post-Preliminary Pond Sizing
11	Phase 1B Conceptual Scope

"Public Viewing Copy: The City is a governmental entity subject to the Colorado Open Records Act, C.R.S. §§ 24-72-200.1 et seq. ("CORA"). Any proposals submitted hereunder are subject to public disclosure by the City pursuant to CORA and City ordinances. Vendors may submit one (1) additional complete proposal clearly marked "FOR PUBLIC VIEWING." In this version of the proposal, the Vendor may redact text and/or data that it deems confidential or proprietary pursuant to CORA. Such statement does not necessarily exempt such documentation from public disclosure if required by CORA, by order of a court of appropriate jurisdiction, or other applicable law. Generally, under CORA trade secrets, confidential commercial and financial data information is not required to be disclosed by the City. Proposals may not be marked "Confidential" or 'Proprietary' in their entirety. All provisions of any contract resulting from this request for proposal will be public information."

SECTION I. BACKGROUND, OVERVIEW, AND GOALS

A. Background

The City of Greeley is a community with a population of approximately 110,000, located west of the confluence of the South Platte and Cache la Poudre Rivers. Greeley’s climate is generally semi-arid with an average high temperature of 64°F and an average low of 37°F. Average precipitation is between 12 to 14 inches annually.

Following flooding events in 2013 and 2014, the City of Greeley contracted with ICON Engineering, Inc., in Centennial, CO, to update the North Greeley and Downtown Basin Drainage Master Plan. This conceptual plan was adopted in 2017. The most critical project identified in this Master Plan is the 12th Street Storm Outfall. An outfall system in 12th or 13th Street was also the highest recommended Capital Improvement Project in the City of Greeley Comprehensive Drainage Plans by Anderson Consulting Engineers in 2005 and 1998.

From 2018-19, the City Stormwater Management Division contracted with HDR, Inc to produce Preliminary Design of the 12th Street Storm Outfall and trunk line. As a result of this process, the Storm Outfall was relocated from east 1st Avenue and the Cache la Poudre River (in the Master Plan) to 2nd Avenue and the Cache la Poudre River, west of Highway 85 Bypass.

Placing the storm trunk line down 2nd Avenue introduced vertical utility conflicts with Water and Sanitary utilities not present in the Master Plan. One water distribution and four sanitary sewer lines are in conflict with preliminary design of the 12th Street Storm Outfall and Water Quality pond. Due to the complexity of these relocations, the City has broken Phase 1 into two phases, with the first phase focused on Water and Sewer relocations.

The total 12th Street Storm Outfall project has been broken into the Phases as shown in Figure 1 below.

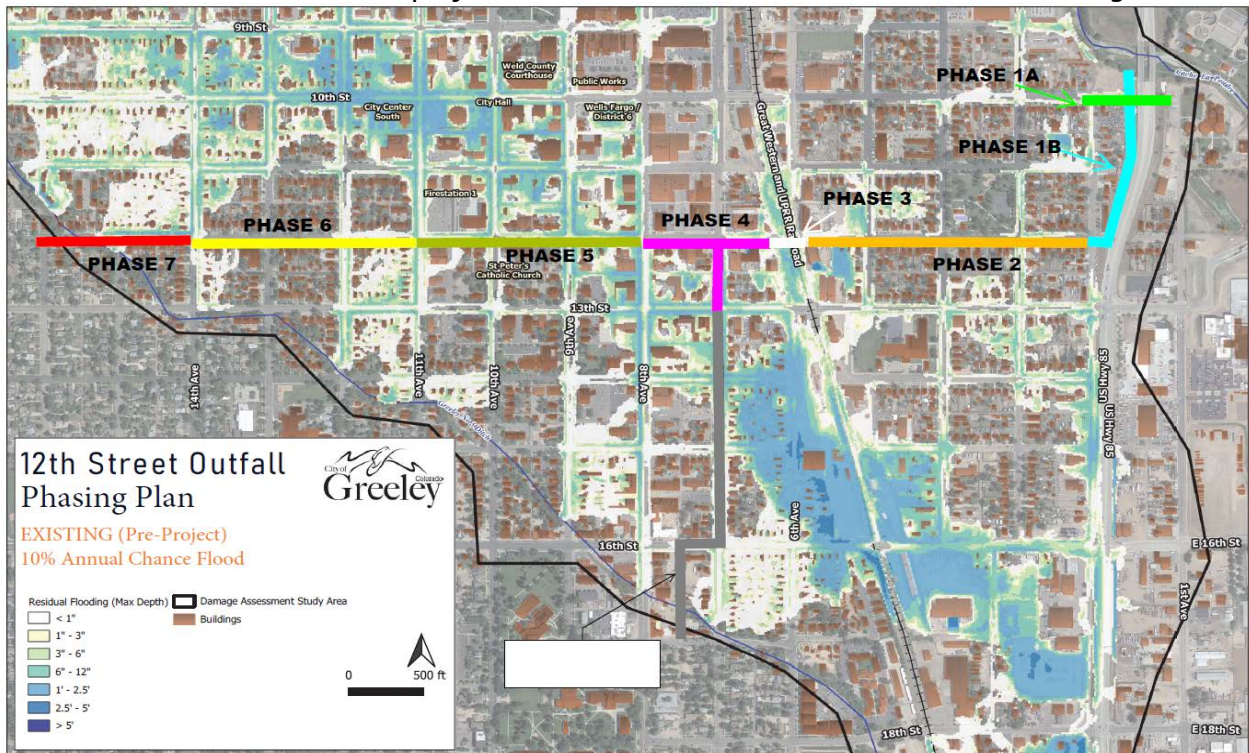


Figure 1 – 12th Street Storm Outfall Phasing Plan

The scope of Phase 1A, which was awarded to Kimley-Horn in September 2020, includes relocation of water and sanitary infrastructure in the vicinity of the Storm Drain Outfall and Water Quality Pond. Final design is anticipated to be completed by late summer 2021 and constructed in early 2022.

This RFP is for Final Design services for Phase 1B. This project is located between the Cache la Poudre River to the north and 12th Street to the south, bound by 2nd Avenue on the west to Highway 85 to the east. The anticipated Project Area is depicted below.



Figure 2 - Project Area

The project area is zoned as Residential-High Density (R-H) south and west of the 2nd Avenue and 10th Street intersection and Industrial-Medium Density (I-M) north and east of the intersection. The Conservation District (CD) zone is present in areas of the regulatory floodplain. Many of the parcels in the I-M zones are single family residential. The City Community Development Department Planning Division is in the process of revising the zoning in the Sunrise Neighborhood.

Project work is primarily within City Right-of-Way, City property, CDOT (Highway 85) Right-of-Way, or the Cache la Poudre River. Some work will be required on private property in an easement to be acquired.

Exhibit 5 of this RFP is a list of several document references associated with this project.

B. Overview

At this stage, the City has determined the scope of design work includes the following anticipated scope:

- 13' x 6' Reinforced Concrete Box Culvert storm trunk line (approximately 1400 LF).
- Storm drain outfall into the Cache la Poudre River

- Removal of approximately 14,000 CY of sediment in the Cache la Poudre River and final grading, as identified in Anderson's Poudre River Flood Mitigation Plan (2018). This is expected to be a maintenance activity; geomorphic analysis and additional stream restoration efforts are not expected to be within the scope of the project
- Scour protection at storm outfall and of Highway 85 piers and abutments
- Water Quality pond and outlet structure on existing City property
- Replacement of storm infrastructure in 2nd Avenue and 10th Street intersection
- Replacement of storm infrastructure in 2nd Avenue and 12th Street intersection, intercepting existing 48" Storm main.
- Coordination with Phase 1A design of Water and Sanitary Sewer Relocations

Exhibit 6 shows existing City utilities in the project area, and Exhibit 7 shows utility and topographical survey file by King Surveyors produced during Preliminary design.



Figure 3 – Outfall Area from Highway 85 Bridge (Existing CDOT WQ Outfall on left)



Figure 4 – Existing 48" Storm Outfall



Figure 5 – Significant Sediment Deposition Exists west, east and under Highway 85 Bridge



Figure 6 – City parcel from Highway 85, primary WQ Pond location, CDOT WQ Pond Outlet Structure in foreground

The outfall location is highly visible from the Highway 85 bridge by southbound traffic. The City sees an opportunity for significant improvement of this area with an aesthetically pleasing outfall, art pieces, signage or other enhancements. The City desires for the pond to provide aesthetic benefit to the neighborhood, while primarily functioning as a maintainable storm drainage facility.

Preliminary design documents by HDR produced a recommended preliminary design for the outfall, water quality pond, and storm alignment. A preliminary design Plan and profile of the Water Quality pond and Water/Sewer Relocations, to be designed with Phase 1A, is included in this RFP as Exhibit 8.

At the conclusion of the Preliminary Design, additional evaluation by the City led to multiple recommended revisions to the project scope, as outlined below.

1. Alignment Shift

- a. City staff recommended relocation of the storm trunk line from 2nd Avenue to CDOT Right-of-Way along Highway 85 to avoid utility and roadway disruption. An exhibit depicting this change is included in this RFP as Exhibit 9.
- b. City staff has coordinated with CDOT to ensure this alignment is acceptable to CDOT.
- c. Width of CDOT ROW between private property and Highway 85 roadway varies from 40 feet to 75 feet.

2. Water Quality Pond Phasing

- a. The City has decided to implement the full water quality pond in phases, with Pond Phase 1 occurring with this project, to include solely City ROW and City property. An exhibit depicting this change is included in this RFP as Exhibit 10.
- b. It is believed full water quality pond volume will not be required until a substantial amount of the 12th Street Outfall trunk line and collection system is constructed. The City wishes to delay Pond Phase 2, delaying required disruption of the Atmos regulation station and property acquisition until additional water quality volume is required.

3. Poudre Trail Inclusion

- a. The City of Greeley Parks, Trails and Open Lands Master Plan includes recommendation of the Poudre Bike Trail in the project location. The City would like to evaluate inclusion and design of the trail section in the vicinity of the outfall and under the Highway 85 bridge to be constructed with this project.

4. Trunk Line Service Level

- a. Preliminary Design sized inlets and laterals to capture the 10-year tributary runoff. During Benefit Cost Analysis of the 12th Street Outfall by ICON Engineering in 2020, it was recommended to increase inlets and laterals to accept additional flows given the projected schedule of final completion of the full outfall system.
- b. As a result, the BCA SWMM Model shall be used as the basis of design, rather than the Preliminary Design SWMM model.



Figure 7 – CDOT ROW as viewed north from 12th Street. Distance from property line to roadway varies from 40 to 75 feet



Figure 8 – Location of tightest clearance between Highway 85 and private property. Storm alignment must make 60 degree turn along approximate alignment of existing pictured swale

City staff has recognized the following additional project scope differences between Preliminary Design and requested Final Design as a result of the above recommended changes:

1. Additional survey and utility research will be required in CDOT Right-of-Way.
2. Cost savings and design challenges should be reduced by minimizing utility conflicts in 2nd Avenue.
3. With the absence of the trunk line in the 2nd Avenue and 10th Street intersection, there is additional room to design and construct Sanitary Relocation infrastructure, as currently being designed by Kimley-Horn.
4. The trunk line profile will need to be re-validated, as the trunk line will be lengthened.
5. The outfall location will be closer to the Highway 85 Bridge.
6. The 48" Storm line in 2nd Avenue north of 12th Street will no longer be absorbed in the designed 12th Street trunk line outfall. Instead, the City intends for the existing 48" outfall to remain in service to convey drainage from 10th Street and 11th Street systems to the Cache la Poudre River, with the portion of the 48" from 11th to 12th Streets no longer needed.
7. The CDOT Water Quality Pond along Highway 85 will be removed, and the designed Water Quality Pond in Phase 1B will serve water quality needs of the CDOT runoff (Muller Engineering, 2013).
8. Surface treatments in CDOT ROW may require concrete trickle channels and inlets due to gentle slopes.
9. The Phase 1B Water Quality Pond will reduce in volume; however, the pond is intended to treat flows from the 10th Street storm system, 11th Street storm system and CDOT Highway 85 runoff in addition to the 12th Street outfall flows.
10. Acquisition of 1012 2nd Avenue and further environmental assessment of the parcel is no longer required with this phase of the project.
11. Storm inlets and laterals will no longer be reconstructed in the 2nd Avenue and 11th Street intersection. However, the storm infrastructure at 2nd Avenue and 10th Street and 12th Streets will be replaced with this project.
12. The project will not be affected by timelines associated with major gas utility relocation or property acquisition.

13. A property easement will be required at 129 12th Street.

The overall intended scope of the project is depicted as Exhibit 11 of this RFP.

Phase 1A is currently in Final Design. Phase 1B design must coordinate with Phase 1A design.

Major design tasks and timeline for Phase 1B design project include:

1. Complete a detailed evaluation and analysis of all associated documents by April 2021;
2. Provide a Preliminary Design by May 2021; and
3. Complete a 50% Design Package by November 2021; and
4. Complete the construction bid package by August 2022.

C. Goals

The primary goal for this project is to design a major storm outfall system and water quality pond in accordance with the North Greeley and Downtown Storm Drainage Master Plan, 12th Street Outfall Preliminary Design, 12th Street Outfall Benefit Cost Analysis, and additional City recommendations.

City of Greeley priorities for this project include:

1. Coordinate for risk and potential conflicts with 12th Street Outfall Phase 1A, currently in design
2. Produce a constructible plan set that is cost effective.
3. Minimize operations and maintenance challenges with the final product.
4. Ensure public safety with final recommended infrastructure.
5. Produce a resilient and aesthetically pleasing outfall at a highly visible location
6. Improve the hydraulic service level of Highway 85 bridge over existing conditions.
7. Produce a final project based upon collaboration with other City divisions and public input.
8. Provide for inclusion of Poudre Trail crossing.

Other expectations:

1. Consultant should be prepared to meet at least once per month with the City Team, with other meetings as necessary dependent on workload and schedules.
2. Frequent, honest and straightforward communication will be a must.

SECTION II. STATEMENT OF WORK

A. Scope of Services

The City has determined that, at a minimum, the following scope of work will be necessary in order to successfully complete the project. Additional scope items may be proposed by prospective Consultants as a part of their Proposals. Changes-in-scope are possible, but not anticipated, after contract award and shall be dealt with on a case-by-case basis.

1. General Design Services

- a. Project Management and Coordination. The Consultant shall coordinate all aspects of the work, to include data collection, research, surveying, topographic verification and analysis, preparation of monthly progress reports, provide updates to the City via telephone and email as needed throughout the project;

- b. Progress meetings. Progress meetings are required at least monthly via conference call. Four additional progress meetings should be planned for in the event that such meetings are needed. The Consultant shall prepare meeting minutes for each progress meeting for review, comment, and approval by the City. **Meeting minutes shall be provided to the City no later than 14 days after each progress meeting;**
- c. Community Outreach and Engagement. The successful consultant shall assist with a Community Engagement process to seek input on current issues and acceptable levels of disruption during construction as well as convey critical project specific information to affected residents and businesses.

This project is anticipated to warrant production of a project webpage, to be housed on the consultant and/or City website. This process will additionally incorporate social media, traditional mailings, generation of content to be posted on the City of Greeley website, and a neighborhood meeting.

The setting of the neighborhood meeting may be virtual only, or may be an in person Open House format, as driven by COVID-19 guidelines. The Consultant shall prepare all material necessary for this meeting, including but not limited to: presentation, maps, posters, and handouts. The Consultant shall prepare meeting minutes from the public meeting for review, comment, and approval by the City. It is anticipated that at least a portion of this work will be accomplished using translators which will be either provided or coordinated by the City.

- d. Quality Assurance/Quality Control. The Consultant shall perform QA/QC on all deliverables submitted to the City and other reviewing agencies. The Consultant shall provide a description of their QA/QC program as a part of their proposal. The selected Consultant shall conduct a Quality Control review of all work conducted under this project and the Consultant shall provide a P.E. *not involved with the design* to complete an independent Quality Assurance review of work product submitted to the City. **Documentation of QA/QC reviews shall be provided to the City in a format acceptable to the City.**
- e. Review of Existing Information and Field Reconnaissance. Review and evaluate existing information pertinent to storm drainage and water quality in the project area with respect to identifying data and parameters needed for completing the design effort. This information is presented in greater detail in Exhibit 5, but includes, yet is not limited to, the following:
 - i. Preliminary Design Report for 12th Street Storm Outfall (HDR, Inc., 2019)
 - ii. Preliminary Design Plans for 12th Street Roadway Improvements and Storm Drain Outfall (HDR, Inc., 2019).
 - iii. Preliminary Design Survey files by King Surveyors on behalf of HDR Inc (2019).
 - iv. 12th Street Phase 1A Design Documents, produced concurrently with this project by Kimley Horn (2021).
 - v. 12th Street Phase 1A Subsurface Utility Engineering Report, Horrocks (2020).
 - vi. 12th Street Outfall Benefit Cost Analysis, Icon Engineering (2020).
 - vii. Lithos Engineering (2019), Geotechnical Data Report for 12th Street Outfall
 - viii. Phase I ESA Report, 12th Street Storm Sewer Project (ERO, 2019)
 - ix. Highway 85 Bridge As Built Drawings (CDOT)

- x. North Greeley and Downtown Storm Drainage Master Plan Conceptual Design Report (ICON Engineering, Inc., 2017);
- xi. Geographic Information Systems (GIS) data within the basin, including but not limited to existing structures, topography, roads, railroads, water features, soils, zoning, water distribution networks, storm sewers, and sanitary sewers; and,
- xii. Record drawing information for City-owned utilities: water distribution, sanitary collection, storm drainage conveyance systems, and bridges, as available;
- xiii. Inspection video for City-owned utilities: sanitary collection, storm drainage conveyance, as available;
- xiv. Conduct field reconnaissance to verify the information gathered in subtasks i-xiii, above.

The City will provide the successful Consultant copies of the reports and data listed above. The reports will not be provided prior to contract award. Some GIS data is available for direct download at <http://greeleygov.com/government/gis/gis-data-downloads>.

Other GIS data can be obtained from the City of Greeley GIS Division. See <http://greeleygov.com/government/gis> for contact information.

- f. Complete Subsurface Utility Engineering (SUE) Investigation. The Consultant, using organic staff or sub-consultants, shall conduct a thorough investigation of the utilities present within the project area in to achieve Quality Level A locations for identified utility conflicts with proposed gravity sewer alignments and Quality Level B for all other utility crossings. The Subsurface Utility Engineering Report shall be compliant with requirements set forth State of Colorado Senate Bill 18-167;
 - i. Please assume 15 potholes in your submitted proposal.
- g. Conduct Ground Survey. Ground survey was completed by King Surveyors on behalf of HDR Inc for Preliminary Design for some, but not all, of the project area. The Consultant, using organic staff or sub-consultants, shall supplement existing survey data or recomplete a thorough ground survey of the project area.
 - i. Datum and Projection. The Consultant shall reference horizontal coordinates to the North American Datum 1983 (NAD83) High Accuracy Reference Network (HARN) Colorado State Plane, North Zone. Vertical coordinates shall be referenced to the North American Vertical Datum 1988 (NAVD88).
 - ii. Project Benchmark(s). The Consultant shall identify a National Geodetic Survey monument appropriate for the project benchmark. City of Greeley monuments shall not be used. Additional survey monuments shall be used as necessary in order to establish horizontal survey control.
 - iii. Topographic Survey. The Consultant shall conduct a topographic survey of the project area of detail sufficient to produce contour maps at a one (1) foot contour interval at a horizontal scale of no greater than 1 inch = 50 feet.
 - iv. Property Boundary Survey. The Consultant shall conduct a property boundary survey of the project area that identifies all utility easements and property lines and locates as many property corner pins as possible. Unfound pin locations shall be clearly noted on all survey documents, design drawings, and maps.

- v. Constructed Infrastructure Survey. The Consultant shall identify all surface structures within the project area. Surface structures include, but are not limited to, buildings, fences, signs, trees, utility poles, and electric cabinets.
- vi. Utility Survey. Ground survey of overhead utilities and easements within the project area shall be performed for the various alternative sanitary and water alignments identified during the alternative analysis phase of the project in order to identify and reduce utility conflicts. The Consultant will identify underground utilities in Task e; horizontal and vertical locations of above ground utilities shall be obtained under this task.

2. Preliminary Design

Preliminary Design Report. Preliminary Design has been completed for this project; however, substantive alterations of scope require revising some preliminary design tasks. The consultant shall utilize the information collected, discovered and calculated in Task 1 above to evaluate the alterations to the Preliminary Design as detailed in Section 2 above. This report shall include preliminary design calculations and exhibits to demonstrate at a preliminary level:

- a. Water Quality Pond Sizing, to include:
 - i. Reduced pond footprint/volume
 - ii. Additional Highway 85 Water Quality volume
 - iii. Additional 11th Street Outfall and 10th Street system Water Quality volume
 - iv. Recommendation of the future phase of construction that will trigger expansion of the Water Quality Pond
- b. Alignment Shift to CDOT ROW, to include:
 - i. Identification of potential gravity utilities in conflict
 - ii. Preliminary storm trunk line profile
 - iii. Verification of acceptable flow capacity and outfall elevation
 - iv. Verification of easement width required at 129 12th Street.
 - v. Establishment of construction limits at 129 12th Street.
- c. Floodway encroachment analysis, to include:
 - i. Recommendation of the project to conceptually achieve a "No Rise" or whether a Conditional Letter Of Map Revision will be required.
- d. Poudre Trail alignment, to include:
 - i. Conceptual evaluation of feasibility of incorporating the Poudre Trail crossing into the project.
- e. Any alternatives or recommendations beyond the scope of project identified with this RFP.
- f. Project Delivery Method Recommendation.
 - i. The Consultant shall evaluate possible project delivery methods, such as Design-Bid-Build, Design-Build, Project Partners, or Construction Manager-At-Risk, for use in the project and shall recommend the most appropriate method to the City. The City shall notify the Consultant of its project delivery selection when the Preliminary Design Report is accepted.
- g. A legal description and exhibit shall be developed at this stage for required storm drainage easements.

3. FIR 50% Design

The Consultant shall produce 50% design services in accordance with the accepted recommendations of the Preliminary Design.

- a. Hydrologic Design. Hydrologic design services will not be necessary for this project. The Consultant shall use flow rates corresponding to the flows calculated in the 2020 Benefit Cost Analysis and Sunrise Neighborhood Master Drainage Plan.
- b. Hydraulic Design. Hydraulic design shall utilize the 2020 12th Street Outfall Benefit Cost Analysis EPA SWMM model as a baseline for the project, and update at each stage of design.
- c. Utility Conflict Identification and Coordination. Using previously collected data, consultant shall identify areas of conflict between the proposed design and existing utilities. The Consultant shall also assist the City in coordination with utilities to resolve these conflicts.
- d. 50% Design Drawings. The Consultant shall prepare design drawings at the 50% level for City review and approval. The design of the selected alternative(s) shall be presented in layout and plan-and-profile drawings on ANSI B-size drawings at a scale of 1 inch = 50 feet or less. The format of the drawings shall be in a format acceptable to the City and specimens of acceptable formats shall be presented by the City to the Consultant
- e. 50% Design Opinion of Probable Cost. The Consultant shall prepare a list of pay items and unit costs relevant to the project for City review and approval. The approved unit prices shall be used by the Consultant to prepare an opinion of probable cost of the project at the 50% design level.
- f. Technical Specifications and Project Special Provisions. The Consultant shall use the following technical specifications for this project:
 - i. City of Greeley, Colorado, Department of Public Works (2015), Design Criteria and Construction Specifications Streets Volume I
 - ii. City of Greeley, Colorado, Department of Public Works (2008), Design Criteria and Construction Specifications Storm Drainage Volume II
 - iii. City of Greeley, Colorado, Department of Public Works (2008), Design Criteria and Construction Specifications Potable Water Distribution, Sanitary Sewer Collection, and Non-Potable Irrigation Systems Volume III
 - iv. CDOT Standard Specifications for Road and Bridge Construction (2019)
 - v. Where necessary, the Consultant shall identify any project technical specifications necessary.
- g. Hydraulic Models and Electronic File Formats. Numerical models prepared for this study shall utilize the following software packages. Alternative packages may be proposed by the Consultant, but input and output files shall be compatible with the packages listed below:
 - 1) Urban Drainage and Flood Control District spreadsheets (most current versions):
 - (i) UD-Inlet
 - (ii) UD-Rational
 - (iii) CUHP 2005 Version 2.0.1
 - (iv) Other MHFD spreadsheets may be utilized, upon approval of the City.
 - 2) EPA-SWMM or other software capable of calculating all design information as identified in the relevant design guidance;
- h. Mapping documents may be prepared in either geographic information systems (GIS) or computer-aided design (CAD) formats, subject to the following restrictions:

- 1) GIS files shall be in formats compatible with ArcGIS, version 10.3.
 - 2) CAD files shall be in a format compatible with AutoCAD 2019.
 - 3) Layer and symbology conventions shall be approved by the City.
- i. City Team will conduct a thorough constructability review at the 50% or Field Investigative Review (FIR) complete stage.

Construction drawings shall be prepared in a format compatible with Autodesk Civil 3D 2019.

4. FOR (90%) Final Design

The Consultant shall provide final design services in accordance with the accepted recommendations of the 50% Design.

- a. Prepare the Draft Design Report by addressing comments from the 50% Design and any new information gathered. Submit report for review at the 90% completion stage. 90% or Final Office Review (FOR) completion stage should include all necessary technical specifications as well as a complete cost estimate.

5. Bid Set Final Design

- a. Construction Document Preparation. The successful consultant shall prepare and submit construction plans, specifications and contract documents and in accordance with the recommendations of the 90% Design.

6. Complete Floodplain Encroachment Analysis.

The Consultant shall complete hydraulic modeling on the Cache la Poudre River for Tasks 2-5 using Hec-Ras 5.0.7 to determine floodplain impacts at all stages (Tasks 2-5) of design.

- a. Due to the planned removal of earthen material in the Cache la Poudre River and predominant project footprint outside the regulatory floodway, a CLOMR is not anticipated to be within the scope of this project. Consultants may propose a CLOMR with their proposal if believed to be required.
- b. The Cache la Poudre RiskMap is expected to become regulatory in early 2022, prior to planned construction on this project. Consequently, only Preliminary Riskmap modeling files shall be used for this task.

7. Approvals and Permits

The City Stormwater Team will secure the necessary design approvals; Contractor will procure construction permits. The Consultant shall provide all exhibits required to secure any necessary permits. Anticipated permits may include but may not be limited to:

- CDOT Utility Permit
- City of Greeley Floodplain Development Permit
- City of Greeley Right-of Way Permit
- Section 404 Clean Water Act permit
- CDPHE Construction Dewatering
- Any other applicable permits

8. Post-Design Services

The Consultant shall perform post design services in accordance with the recommendations of the accepted preliminary and final designs.

- a. To include review of shop drawings, structural inspections during construction and assistance in resolving questions or concerns with the design during the construction process.

9. Schedule of Deliverables.

Work product deliverables shall be as follows:

- a. Subsurface Utility Engineering (SUE) Report. One electronic copy in Adobe Portable Document (PDF) format. One electronic copy in Microsoft Word.
- b. Abbreviated Preliminary Design Memorandum. One electronic copy in Adobe Portable Document (PDF) format. One electronic copy in Microsoft Word.
- c. Abbreviated Preliminary Design Exhibits. One electronic copy in Adobe Portable Document (PDF) format.
- d. Easement legal description and exhibit. One electronic copy in Adobe Portable Document (PDF) format.
- e. 50% Construction Plans. One electronic copy in Adobe Portable Document (PDF) format.
- f. Draft Design Report. One electronic copy in Adobe Portable Document (PDF) format. One electronic copy in Microsoft Word.
- g. Final Design Report. One electronic copy in Adobe Portable Document (PDF) format. One electronic copy in Microsoft Word.
- h. 90% Construction Plans. One electronic copy in Adobe Portable Document (PDF) format.
- i. 100% Bid Set Construction Plans. One sealed electronic copy in Adobe Portable Document (PDF) format.
- j. Technical Specifications. One sealed electronic copy in Adobe Portable Document (PDF) format. One electronic copy in Microsoft Word.
- k. Bid Tabulation.
- l. Engineer's Opinion of Probable Cost (50%, 90%, 100%).
- m. Electronic files - including AutoCAD, SWMM, CUHP and GIS - shall be submitted on electronic media of appropriate capacity. Flash drives and external hard disk drives shall be compatible with the USB 3.0 standard, backward-compatible to the USB 2.0 standard.
- n. All PDF Report sheets shall be 8.5-in by 11-in and/or 11-in by 17-in.
- o. All PDF Construction Plan Sheets shall be 11-in by 17-in or 22-in by 34-in.

B. Period of Award

The City desires that the project follow the schedule below:

- Date of Design Notice-to-Proceed to 1/6/2021
- Information Gathering, Review – 1/6/2021 – 4/15/2021
- Preliminary Design Submittal – 5/1/2021
- FIR (50%) Design Submittal – 10/31/2021
- FOR (90%) Design Submittal – 3/1/2022
- Bid Package Submittal – 7/1/2022
- Construction Bidding – August 2022
- Construction Award – September 2022
- Post-Design Services. October 2022 – October 2023

The completion date of providing the required final design services shall be September 1, 2022 and all required services is November 1, 2023.

If the City desires to extend the contract, no later than thirty (30) days prior to expiration, the City's Purchasing Contact may send a notice in writing to the vendor requesting firm pricing for the next twelve-month period. After the City evaluates the firm pricing proposal from the vendor, it will determine whether to extend the contract. All awards and extensions are subject to annual appropriation of funds. The provisions of the foregoing paragraphs with respect to extensions of the terms of the contract shall be null and void if the contract has been terminated or revoked during the initial term or any extension thereof. All decisions to extend the contract are at the option of the City.

C. Minimum Mandatory Qualifications of Offeror

To be considered responsive, all proposals MUST, at a minimum, include the following information:

1. The Consultant shall have completed at least three (3) large urban storm drain outfall projects in the last ten (10) years.
2. The Consultant's project manager shall have managed at least two (2) similar projects in the last ten (10) years.
3. The Consultant shall have a mix of project experience from both public sector and private sector projects that demonstrates a familiarity with City of Greeley and Mile High Flood District policies and design standards. Such experience does not have to come from stormwater projects, but may consist of land development and transportation projects as well.
4. Consultant shall have experience with alternative delivery methods as described in Section 2.e.i
5. The Consultant and Project Manager shall have managed at least one Letter of Map Revision, as approved by FEMA, in the last five (5) years.

SECTION III. ADMINISTRATIVE INFORMATION**A. Issuing Office:**

The City's contact name listed herein is to be the sole point of contact concerning this RFP. Offerors shall not directly contact other personnel regarding matters concerning this RFP or to arrange meetings related to such.

B. Official Means of Communication:

All official communication from the City to offerors will be via postings on an electronic solicitation notification system, the Rocky Mountain Bid System (www.rockymountainbidsystem.com). The Purchasing Contact will post notices that will include, but not be limited to, proposal document, addenda, award announcement, etc. It is incumbent upon offerors to carefully and regularly monitor the Rocky Mountain Bid System for any such postings.

C. Inquiries:

Prospective offerors may make written inquiries by e-mail before the written inquiry deadline concerning this RFP to obtain clarification of requirements. There will be opportunity to make inquiries during the pre-proposal conference, if any. No inquiries will be accepted after the deadline. Inquiries regarding this RFP (be sure to reference RFP number) should be referred to:

E-Mail: doug.clapp@greeleygov.com

Subject Line: RFP #FD20-10-145 – 12th Street Outfall Phase 1B

Response to offerors' inquiries will be published as addenda on the Rocky Mountain Bid System in a timely manner. Offerors cannot rely on any other statements that clarify or alter any specification or other term or condition of the RFP.

Should any interested offeror, sales representative, or manufacturer find any part of the listed specifications, terms and conditions to be discrepant, incomplete, or otherwise questionable in any respect, it shall be the responsibility of the concerned party to notify the Purchasing Contact of such matters immediately upon discovery.

D. Insurance: (Exhibit 4)

The successful contractor will be required to provide a Certificate of Insurance or other proof of insurance naming the City of Greeley as "additional insured". Coverage must include COMMERCIAL GENERAL LIABILITY coverage with minimum limits of \$2,000,000, and WORKER'S COMPENSATION coverage with limits in accordance with State of Colorado requirements.

COMPREHENSIVE AUTOMOBILE LIABILITY with minimum limits for bodily injury and property damage coverage of at least \$1,000,000, plus an additional amount adequate to pay related attorneys' fees and defense costs, for each of Consultant's owned, hired or non-owned vehicles assigned to or used in performance of this Agreement.

The City shall be named as additional Insured for General and Auto Liability Insurance.

Awarded offeror must present the City with proof of PROFESSIONAL LIABILITY COVERAGE with a minimum limit of \$1,000,000.

E. Modification or Withdrawal of Proposals:

Proposals may be modified or withdrawn by the offeror prior to the established due date and time.

F. Minor Informalities:

Minor informalities are matters of form rather than substance evident from the response or insignificant mistakes that can be waived or corrected without prejudice to other vendors. The Purchasing Manager may waive such informalities or allow the vendor to correct them depending on which is in the best interest of the City.

G. Responsibility Determination:

The City will make awards only to responsible vendors. The City reserves the right to assess offeror responsibility at any time in this RFP process and may not make a responsibility determination for every offeror.

H. Acceptance of RFP Terms:

A proposal submitted in response to this RFP shall constitute a binding offer. The autographic signature of a person who is legally authorized to execute contractual obligations on behalf of the offeror shall indicate acknowledgment of this condition. A submission in response to this RFP acknowledges acceptance by the offeror of all terms and conditions as set forth herein. An offeror shall identify clearly and thoroughly any variations between its proposal and the RFP in the cover letter. Failure to do so shall be deemed a waiver of any rights to subsequently modify the terms of performance, except as outlined or specified in the RFP.

I. Protested Solicitations and Awards:

Right to protest. Any actual or prospective bidder, offeror or contractor who is aggrieved in connection with the solicitation or award of a contract must protest in writing to the City Manager as a prerequisite to seeking judicial relief. Protestors are urged to seek informal resolution of their complaints initially with the Purchasing Manager. A protest shall be submitted within ten (10) calendar days after such aggrieved person knows or should have known of the facts giving rise thereto. A protest with respect to an invitation for bids or request for proposals shall be submitted in writing prior to the opening of bids or the closing date of proposals, unless the aggrieved person did not know and should not have known of the facts giving rise to such protests prior to bid opening or the closing date for proposals.

1. Stay of procurement during protests. In the event of a timely protest under Subsection (A) of this Section, the Purchasing Manager shall not proceed further with the solicitation or award of the contract until all administrative and judicial remedies have been exhausted or until the City Manager makes a written determination on the record that the award of a contract without delay is necessary to protect substantial interest of the City. (Ord. 75, 1984 §2 (part))

J. Confidential/Proprietary Information:

All proposals will be confidential until a contract is awarded and fully executed. At that time, all proposals and documents pertaining to the proposals will be open for public inspection, except for the material that is proprietary or confidential. However, requests for confidentiality can be submitted to the Purchasing Contact provided that the submission is in accordance with the following procedures. This remains the *sole responsibility* of the offeror. The Purchasing Contact will make no attempt to cure any information that is found to be at a variance with this procedure. The offeror may not be given an opportunity to cure any variances after proposal opening. **Neither a proposal in its entirety, nor proposal price**

information will be considered confidential/proprietary. Questions regarding the application of this procedure must be directed to the Purchasing Contact listed in this RFP.

K. Acceptance of Proposal Content:

The contents of the proposal (including persons specified to implement the project) of the successful contractor shall become contractual obligations into the contract award. Failure of the successful offeror to perform in accordance with these obligations may result in cancellation of the award and such offeror may be removed from future solicitations.

L. RFP Cancellation:

The City reserves the right to cancel this RFP at any time, without penalty.

M. Negotiation of Award:

In the event only one (1) responsive proposal is received by the City, the City reserves the right to negotiate the award for the services with the offeror submitting the proposal in lieu of accepting the proposal as is.

N. Contract: (Exhibit 2)

A sample copy of the contract award the City will use to contract for the services specified in this RFP is included as Exhibit 2 for your review. The attached contract is only a sample and is not to be completed at this time.

O. RFP Response/Material Ownership:

All material submitted regarding this RFP becomes the property of the City of Greeley, unless otherwise noted in the RFP.

P. Incurring Costs:

The City is not liable for any cost incurred prior to issuance of a legally executed contract and/or a purchase order.

Q. Utilization of Award by Other Agencies:

The City of Greeley reserves the right to allow other State and local governmental agencies, political subdivisions, and/or school districts to utilize the resulting award under all terms and conditions specified and upon agreement by all parties. Usage by any other entity shall not have a negative impact on the City of Greeley in the current term or in any future terms.

R. Non-Discrimination:

The offeror shall comply with all applicable state and federal laws, rules and regulations involving non-discrimination on the basis of race, color, religion, national origin, age or sex.

S. News Releases:

Neither the City, nor the offeror, shall make news releases pertaining to this RFP prior to execution of the contract without prior written approval of the other party. Written consent on the City's behalf is provided by the Public Information Office.

T. Certification of Independent Price Determination:

1. By submission of this proposal each offeror certifies, and in the case of a joint proposal each party, thereto certifies as to its own organization, that in connection with this procurement:

- a) The prices in this proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any competitor;
 - b) Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to opening, directly or indirectly to any other offeror or to any competitor; and
 - c) No attempt has been made or will be made by the offeror to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.
2. Each person signing the Request for Proposal form of this proposal certifies that:
- a) He/she is the person in the offeror's organization responsible within that organization for the decision as to the prices being offered herein and that he/she has not participated, and will not participate, in any action contrary to (1.a) through (1.c) above; or
 - b) He/she is not the person in the offeror's organization responsible within that organization for the decision as to the prices being offered herein but that he/she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to (1.a) through (1.c) above, and as their agent does hereby so certify; and he/she has not participated, and will not participate, in any action contrary to (1.a) through (1.c) above.
3. A proposal will not be considered for award where (1.a), (1.c), or (2.) above has been deleted or modified. Where (1.b) above has been deleted or modified, the proposal will not be considered for award unless the offeror furnishes with the proposal a signed statement which sets forth in detail the circumstances of the disclosure and the City's Purchasing Manager, or designee, determines that such disclosure was not made for the purpose of restricting competition.
4. The Contract Documents may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same document. The Contract Documents, including all component parts set forth above, may be executed and delivered by electronic signature by any of the parties and all parties consent to the use of electronic signatures.

U. Taxes:

The City of Greeley is exempt from all federal excise taxes and all Colorado State and local government sales and use taxes. Where applicable, contractor will be responsible for payment of use taxes.

V. Assignment and Delegation:

Neither party to any resulting contract may assign or delegate any portion of the agreement without the prior written consent of the other party.

W. Availability of Funds:

Financial obligations of the City of Greeley payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available. In the event funds are not appropriated, any resulting contract will become null and void without penalty to the City.

X. Standard of Conduct:

The successful firm shall be responsible for maintaining satisfactory standards of employees' competency, conduct, courtesy, appearance, honesty, and integrity, and shall be responsible for taking such disciplinary action with respect to any employee as may be necessary.

The City may request the successful firm to immediately remove from this assignment any employee found unfit to perform duties due to one or more of the following reasons:

1. Neglect of duty.
2. Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words or actions or fighting.
3. Theft, vandalism, immoral conduct or any other criminal action.
4. Selling, consuming, possessing, or being under the influence of intoxicants, including alcohol, or illegal substances while on assignment for the City.

Agents and employees of Contractor or Consultant working in City facilities shall present a clean and neat appearance. Prior to performing any work for the City, the Contractor or Consultant shall require each of their employees to wear ID badges or uniforms identifying: the Contractor or Consultant by name, the first name of their employee and a photograph of their employee if using an ID badge. Their employee shall wear or attach the ID badge to the outer garments at all times.

Y. Damages for Breach of Contract:

In addition to any other legal or equitable remedy the City may be entitled to for a breach of this Contract, if the City terminates this Contract, in whole or in part, due to Contractor's breach of any provision of this Contract, Contractor shall be liable for actual and consequential damages to the City.

Z. Other Statutes:

1. The signatory hereto avers that he/she is familiar with Colorado Revised Statutes , 18-8-301, et seq. (Bribery and Corrupt Influence) and 18-8-401, et seq. (Abuse of Public Office) as amended, and that no violation such provisions is present.
2. The signatory hereto avers that to his/her knowledge, no City of Greeley employee has any personal or beneficial interest whatsoever in the service or property described herein. See CRS 24-18-201 and CRS 24-50-507.

SECTION IV. PROPOSAL SUBMISSION

Following are the response requirements for this RFP. All specific response items represent the minimum information to be submitted. Deletions or incomplete responses in terms of content or aberrations in form may, at the City's discretion, render the proposal non-responsive.

Instructions for electronic submittal. Email your RFP Response to purchasing@greeleygov.com. Submit your RFP response to this email only – please do not email to multiple people. Only emails sent to purchasing@greeleygov.com will be considered as responsive to the request for proposals. Emails sent to other City emails may be considered as non-responsive and may not be reviewed.

Proposals shall be submitted in a single Microsoft Word or PDF file under 20MB.

The RFP number and Project name must be noted in the subject line, otherwise the proposal may be considered as non-responsive to the RFP.

Electronic submittals will be held, un-opened, until the time and date noted in the RFP documents or posted addenda.

To facilitate the evaluation, offeror shall submit and organize all responses in the same order as listed in Section V. Proposals that are determined to be at a variance with this requirement may not be accepted. The City only accepts proposals in hard copy format and does not accept proposals submitted via fax or email.

Late proposals will not be accepted. It is the responsibility of the offeror to ensure that the proposal is received at the City of Greeley's Purchasing Division on or before the proposal due date and time.

SECTION V. RESPONSE FORMAT

The following items are to be included in your proposal. The entire proposal document may be no longer than eighteen (18) pages, excluding front and back cover pages, personnel resumes, subcontractor resumes, and table of contents page.

To facilitate timely review by the City, each Proposal shall be divided into the following major sections:

Deviation from this may render your proposal non-responsive.

- A. Cover Letter.** Include a cover letter introducing your company, summarizing your qualifications, and detailing any exceptions to this RFP (please note that significant exceptions may make your proposal non-responsive). This letter should also provide principal contact information for this RFP, including address, telephone number, fax number, e-mail, and website (if applicable).
- B. Use of Subcontractors/Partners.** There may be areas for use of subcontractors or partners in this project. If you are utilizing this approach, your proposal must list the subcontractors/partners, their area(s) of expertise, and include all other applicable information herein requested for each subcontractor/partner. Please keep in mind that the City will contract solely with your company, therefore subcontractors/partners remain your sole responsibility.
- C. Minimum Mandatory Qualifications.** Include an itemized description of how your company meets each of the minimum mandatory qualifications outlined in Section II, C. Failure to meet or exceed these requirements will disqualify your response. The successful firm will demonstrate conclusively how the company exceeds these minimum mandatory qualifications

and will also communicate additional qualifications that would bring additional value to the project.

D. Company Information

1. Provide the following information as listed: Company Name, Address, Phone Number, and Names of Principals.
2. Identify the year in which your company was established and began providing consulting services.
3. Describe any pending plans to sell or merge your company.
4. Provide a comprehensive listing of all the services you provide.

E. Company and Personnel Qualifications

Describe your company's qualifications to perform the work described in Section II.

1. Describe your customer service philosophy
2. Firm's Related Experience: State firm's particular abilities, experience, and qualifications related to this project.
3. Results of Previous Projects: Provide information from at least three (3) projects of similar scope. Include, at a minimum, the following information:
 - a. Client/company name,
 - b. Contact name,
 - c. Phone number,
 - d. Fax number,
 - e. Email address,
 - f. Brief description of project,
 - g. Status of project,
 - h. Results of the project.

The City reserves the right to contact the references provided in your proposal as well as other references without prior notification to you.

4. Qualifications of Assigned Personnel: Provide the names and resumes of the key personnel that will be performing the proposed services, including the primary project manager.
5. Qualifications of Subcontractors: List the names of the subcontractors you expect to use, the services to be provided by the subcontractors and the amount of time that each is expected to spend on the project. Also, include the names and resumes of the key subcontractor personnel who will be working on the project. Please keep in mind that the City will contract solely with your company, therefore subcontractors/partners remain your sole responsibility. This project is expected to require utility installation via horizontal boring.
5. Budget and Cost Control: Describe in detail the firm's project and budget management program.
6. Quality Assurance/Quality Control: Describe the firm's quality assurance/ quality control program.

F. Approach to Scope of Work

Describe how your company will accomplish the tasks set forth in Section II, above. Your proposal should detail your understanding of the goals of the project, the opportunities that the project may reveal, the constraints that may affect the project, and how you will address these issues to produce an optimal design.

1. Describe your project approach and ideas that you would apply to this project which will enhance the quality of your services.
2. Provide a bullet-pointed list of the services that you intend to provide.
3. Describe your familiarity with the local area and issues and stakeholders directly related to this project.
4. Provide a specific timeline or schedule for the work. (Spell out milestones if needed. Example: including development of preliminary design & cost estimates, meetings with City staff, completion of final design, cost estimates and bidding documents.) Firms shall expect three (3) weeks for City staff review time of all formal deliverables. Define the project in terms of major work products and timelines including appropriate QA/QC and City staff reviews. Show milestones and completion dates on the schedule.
5. List the number of people that you can commit to working on this project and the amount of time each is expected to spend on the project.

G. Value/Cost of Efforts

Submit a project proposal that includes a discussion of fees.

1. Submit a fee estimate organized around the project schedule. Base your fee estimate on the staff time listed in V.F.5, above.

H. Proposal Acknowledgement: (Exhibit 1)

Include this form as provided in Exhibit 1.

SECTION VI. EVALUATION AND AWARD

A. Proposal Evaluation

All proposals submitted in response to this RFP will be evaluated by a committee in accordance with the criteria described below. Total scores will be tabulated, and the highest ranked firm will enter into negotiations.

If the City requests presentations by short-listed offerors, committee members may revise their initial scores based upon additional information and clarification received in this phase. Please note that presentations have been tentatively scheduled per the Schedule of Events on the first page of this RFP. If your company is invited to give a presentation to the committee, these dates may not be flexible.

In preparing responses, offerors should describe in great detail how they propose to meet the specifications as detailed in the previous sections. Specific factors will be applied to proposal information to assist the City in selecting the most qualified offeror for this contract. Following is the evaluation criteria that will be used. Criteria will be assigned a points value.

1. Firm's related experience. (25 Points)
2. Results of previous projects. This criterion may include reference checks. (10 Points)
3. Evaluation of the qualifications of assigned personnel. (15 Points)
4. Firm management to include Quality Control/Quality Assurance program, budget controls, and cost controls. (5 Points)
5. Understanding of project requirements and project approach/ proposal. (30 Points)
6. Familiarity with the local area and the project. (5 Points)

7. Ability to complete the work in the required time frame, considering firm's current and projected workloads. (5 Points)
8. Firm's proposed cost of services. (5 Points)

A presentation and/or demonstration may be requested by short-listed offerors prior to award. However, a presentation/demonstration may not be required, and therefore, complete information should be submitted with your proposal.

B. Negotiation with Selected Firm

The City of Greeley will enter into negotiations with the firm selected by the review committee. During this process, the selected firm will develop a specific scope and fee which will be discussed with the City of Greeley Project Manager. This scope and fee will be the basis for the contract. If agreement cannot be reached between the City and Consultant regarding scope and fee, the City reserves the right to proceed to the next highest ranked firm from the proposal evaluations.

C. Determination of Responsibility of the Offeror

The City of Greeley awards contracts to responsible vendors only. The City reserves the right to make its offeror responsibility determination at any time in this RFP process and may not make a responsibility determination for every offeror.

The City of Greeley's Municipal Code defines a "Responsible Offeror" as one who has "the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit which will assure good faith performance." The City reserves the right to request information as it deems necessary to determine an offeror's responsibility. If the offeror fails to supply the requested information, the City shall base the determination of responsibility upon any available information or may find the offeror non-responsible if such failure is unreasonable.

COOPERATIVE PURCHASING STATEMENT

The City of Greeley encourages and participates in cooperative purchasing endeavors undertaken by or on behalf of other governmental jurisdictions. To the extent, other governmental jurisdictions are legally able to participate in cooperative purchasing endeavors; the City of Greeley supports such cooperative activities. Further, it is a specific requirement of this proposal or Request for Proposal that pricing offered herein to the City of Greeley may be offered by the vendor to any other governmental jurisdiction purchasing the same products. The vendor(s) must deal directly with any governmental agency concerning the placement of purchase orders, contractual disputes, invoicing, and payment. The City of Greeley shall not be liable for any costs or damages incurred by any other entity.

**CONTRACT ADDENDUM
COVID-19 RISK MITIGATION**

1) Implementation of Basic Infection Prevention Measures:

a. All Contractors and Subcontractors shall develop procedures for employees to report when they are sick or experiencing symptoms of COVID-19. At a minimum, these procedures will include temperature monitoring and symptom assessment as set forth below.

1) Contractors are required to insure that their employees and all of their subcontractor's employees conduct daily self-assessments for potential presence of COVID-19 upon their arrival at the worksite. The assessment must be carried out regardless of whether the employee believes he/she has been exposed to COVID-19.

2) Employees must ask themselves the following questions:

- Do I have a runny nose, sneezing, cough, sore throat, diarrhea, nausea or vomiting (not related to other health conditions such as known allergies or chronic illness)?
- Am I having trouble breathing in a manner that is out of the ordinary for me?
- Do I have a sore throat?
- Have I experienced an exposure or have I been in close contact with anyone experiencing the symptoms described above or who is suspected to have/diagnosed with COVID-19?

3) Contractors must insure that their employees and all of their subcontractor's employees have their temperature taken prior to or upon their arrival at the worksite.

- Taking temperatures is not done instead of the other health and hygiene requirements that have been set forth by the local, state and national authorities. Temperature taking is done in addition to those requirements.

4) Any symptoms identified by the Daily Self-Assessment or a confirmed temperature of 100.4° F or higher must result in the affected employee being sent home. The Contractor must follow federal, state, and local guidance to determine when the employee can return to the worksite.

- The Contractor shall immediately notify the Project Manager about any employees that are sent home due to temperature or COVID-19 symptoms.

b. All personnel must comply with social distancing on construction worksites.

1) Reduce size of work crews: Teams should reduce the number of people in each work crew to the minimum number of people possible to perform the task safely, even

if the reduction of crew size means the job takes longer.

2) Minimize interaction between work teams: Even groups within the same project should avoid interaction across groups, to minimize possible viral spread if one worker contracts COVID-19. Approaches to avoiding contact between groups may include staggered shifts, compressed work weeks where different teams work different days, and maximizing geographic distance between different teams working on the same project.

3) Avoid contact with visitors: Visitors outside the typical work crew should avoid interaction with the team wherever possible. For example, if an inspector or materials delivery needs to enter the site, they should alert the work team (e.g. by honking the horn of their vehicle twice or through another established communication means) so that the work team can vacate the site while the external parties are present.

4) Maintain a 6 foot distance between employees wherever possible: Construction teams should make every effort to limit activities that cannot be performed within 6 feet of distance between COVID-19: MULTI-INDUSTRY CONSTRUCTION GUIDANCE 040120 1 workers. However, some core construction activities may require some proximity to complete (e.g., concrete pours, utility potholing, work in cranes, drainage pipe construction, among others). In these cases, construction crews must employ other aggressive measures to limit contact. Examples include requiring employees to face away from each other, the use of supplemental Personal Protection Equipment (PPE) like face shields or respirators, minimizing the number of people on a team, and retaining consistency within work teams to limit contact with parties external to that team.

5) Office work should be done remotely, whenever possible: Office functions associated with a project (e.g. accounting or records) should be done from home to the maximum extent practicable.

6) In-person meetings should be avoided: Office meetings and consultations should take place virtually, with participants working from home or their work truck, whenever possible. If an in-person meeting is absolutely necessary, that must be limited to fewer than ten people, and participants must maintain 6 foot distance at all times during the meetings. All surfaces should be wiped down before and after the meeting, and hand washing should also occur before and after the meeting.

7) Workers must not congregate during breaks: Construction workers should not congregate for lunch or other breaks.

8) Activity specific work plans: Contractors should consider all job activities and review how they can be accomplished using necessary social distancing and sanitation protocols.

c. General Recommendations for Routine Cleaning and Disinfection on the Jobsite:

1) Contractors and subcontractors should use disposable wipes to wipe down used communal items like tools, equipment and job-boxes.

- 2) Make wipes and disinfectant available in common areas and “shared” equipment to allow workers to clean equipment before and after use.
- 3) Before using Aerosol Disinfectants on Fall Protection Harnesses, Connectors or Rigging, consult the manufacturer recommendations for cleaning since these can deteriorate the fibers of the material.
- 4) Practice routine cleaning of frequently touched surfaces (for example: tables, workstations, doorknobs, handles, etc.) with household cleaners and EPA-registered disinfectants that are appropriate for the surface, following label instructions. Labels contain instructions for safe and effective use of the cleaning product, including precautions you should take when applying the product, such as wearing gloves and making sure you have good ventilation during use of the product.

d. General Recommendations on How to Clean and Disinfect Surfaces:

- 1) Wear disposable gloves when cleaning and disinfecting surfaces. Gloves should be discarded after each cleaning. If reusable gloves are used, those gloves should be dedicated for cleaning and disinfection of surfaces for COVID-19 and should not be used for other purposes. Consult the manufacturer’s instructions for cleaning and disinfection products used. Clean hands immediately after gloves are removed.
- 2) If surfaces are dirty, they should be cleaned using a detergent or soap and water prior to disinfection.
- 3) For disinfection, diluted household bleach solutions, alcohol solutions with at least 70% alcohol, and most common EPA-registered household disinfectants should be effective.
- 4) Diluted household bleach solutions can be used if appropriate for the surface. Follow manufacturer’s instructions for application and proper ventilation. Check to ensure the product is not past its expiration date. Never mix household bleach with ammonia or any other cleanser. Unexpired household bleach will be effective against coronaviruses when properly diluted. Prepare a bleach solution by mixing:
 - 5 tablespoons (1/3rd cup) bleach per gallon of water or
 - 4 teaspoons bleach per quart of water
- 5) A list of CDC-approved disinfectants against viruses (including COVID-19 virus), see: <https://www.epa.gov/pesticide-registration/list-n-disinfectants-use-against-sars-cov-2> Follow the manufacturer’s instructions for all cleaning and disinfection products (e.g., concentration, application method and contact time, etc.).
- 6) For soft (porous) surfaces such as carpeted floor and rugs, remove visible contamination, if present, and clean with appropriate cleaners indicated for use on these surfaces.

e. Detailed Recommendations for Cleaning and Disinfecting on the Jobsite:

1) Sanitation Units (Portable Toilets)

- Evaluate and provide additional restrooms (with hand sanitizer) as needed.
- Frequently or as needed, clean the surfaces that are dirty. They should be cleaned using a detergent or soap and water prior to disinfection.
- Use an Aerosol Disinfectant or diluted household bleach solutions (mentioned in the section above) to disinfect the commonly used items on the unit (handles, locks, toilet seat, etc.).
- With the promotion of frequent handwashing, it is more likely that the handwashing stations will need frequently or as needed refill of the water tank, soap/hand sanitizer dispensers and paper towel dispenser. It is recommended to add a morning and afternoon inspection of the units to guarantee they are serviceable.

2) Project Site Offices, Conference Rooms, Break Areas and Other Common Areas:

- Frequently or as needed, clean the surfaces that are dirty. They should be cleaned using a detergent or soap and water prior to disinfection.
- Wipe down tables and chairs with household cleaners or disinfectant wipes that are appropriate for the surface, following label instructions.
- Floor should be swept and disinfected with a diluted household bleach solution.
- As there is no designated lunch break area on for field personnel, it is recommended that lunch breaks be taken in personal vehicles or segregated around the site. Please do not congregate in tool trailers or connex boxes. This will help maintain social distancing of 6 feet.

3) Jobsite Entrances, Gates and Doors:

- Routine cleaning of the pull handles, locks and/or panic devices on doors by wiping them down with household cleaners or disinfectant wipes that are appropriate for the surface, following label instructions.

4) Operators of Light and Heavy Equipment (Forklifts, Scissor Lifts, Excavators, Loaders, Scrapers, etc.)

- Prior to and after use, wipe down controls, seats, handrails or other frequently touched surfaces with household cleaners or disinfectant wipes that are appropriate for the surface, following label instructions.

5) Hand Hygiene and other Preventive Measures:

- Employees should clean hands often, including immediately after removing gloves and after contact with any other person, by washing hands with soap and water for at least 20 seconds. If soap and water are

not available and hands are not visibly dirty, an alcohol-based hand sanitizer that contains at least 60% alcohol may be used. However, if hands are visibly dirty, always wash hands with soap and water.

- Employees should follow normal preventive actions while at work and home, including recommended hand hygiene and avoiding touching eyes, nose, or mouth with unwashed hands.

2. Update Safety Procedures

- a. Contractors will update their safety procedures to implement the guidance issued by federal, state and local authorities related to COVID-19, as well as to implement the procedures required by this addendum.
- b. Contractors will train employees on the updated safety policy.
- c. Contractors will ensure that all subcontractors are aware of and follow Contractors updated safety policy.

3. City of Greeley Project Sites Controls:

- a. Site Isolation:
 - 1) All Contractors and Subcontractor shall minimize or eliminate activities within City of Greeley facilities that require operations by City Staff. If City Staff and Contractor are required to be located in the same facilities, the Contractor shall coordinate with the Project Manager to minimize contact and reduce exposure.
 - 2) All Contractors and Subcontractors shall eliminate face to face meetings to minimize possible of exposure. All questions, concerns, and construction related questions shall be address through phone communications.
 - 3) Contractors shall notify the Project Manager prior to entering City facilities and provide information on work to be done and areas they will be in. Contractors shall not enter any administrative or occupied facilities without prior approval from the Project Manager.
 - 4) If any employee of a Contractor or Subcontractor enter the site while sick, they will be immediately asked to leave. Contractors will not be compensated for this lost time.
- b. Personal Protective Equipment (PPE):
 - 1) All Contractors and Subcontractors shall wear non-medical face coverings while working on City of Greeley job sites.
 - 2) Contractors shall require the use of additional PPE as recommended by federal, state and local authorities.

4) **City of Greeley contract controls:**

- a. To remain ahead of identified concerns, Contractors must reach out to their subcontractors and suppliers to ascertain potential sources of delay to ensure they give the proper notices to their owners.
- b. Contractors must promptly notify the Project Manager of potential delays.
- c. If a Contractor determines that a project or project phase must be shut down due to the COVID-19 pandemic, the Contractor shall immediately contact the Project Manager and submit a change order request.
 - 1) Contractors must insure that the project site is left in a safe condition. Contractor shall insure periodic inspection of the project site.
 - 2) Traffic control devices must continue to be inspected and maintained, so it is a best practice to minimize their need and use when a project is temporarily inactive.
- d. Contractor will insure compliance with all CDC and OSHA requirements.
- e. Contractor agrees that this addendum may be supplemented as additional guidance is received from federal, state and local authorities.

November 15, 2022

Mr. Andrew Fisher, PE, CFM
Floodplain Administrator – City of Greeley
Via Email: andrew.fisher@greeleygov.com

RE: 12th Street Outfall Phase 1B Change Order Proposal

Dear Andrew:

Thank you for the opportunity to submit this change order request for the 12th Street Outfall project. This proposal reflects work related to value engineering adjustments resulting from current contract pricing, reincorporation of the Atmos gas line, as well as changes regarding e-coli treatment potential. Our proposed scope of services is described in detail below:

SCOPE OF SERVICES:

1. Value Engineering Design Adjustments

This task includes design adjustments related to value engineering for the project. This work has resulted from changes associated with:

- Channel design to reflect the Atmos gas line now remaining in place. This work includes a shift in materials for the retaining wall, as well as an alternate design for the box culvert outfall.
- Pond grading changes associated changes to the overflow structures and well as outlet devices.
- The size of the overflow / river structure is proposed to be adjusted for additional value engineering and cost savings.
- Design changes include adjustments to the currently proposed e-coli treatment methods.

Project Fees & Schedule

Consultant will complete the Scope of Services for \$106,730. In general, the work is anticipated to progress in accordance with the following schedule. A detailed breakdown of our fees is attached.

Task:	Dates:
1. Value Engineering Design Services	January 2023

Thank you again for the opportunity to assist the City of Greeley with this project. Please contact me with any questions about this proposal.

Sincerely,

ICON Engineering, Inc.



Craig D. Jacobson | Principal
cjacobson@iconeng.com | (303) 221-0802 (o) | 303 898-9717 (c)

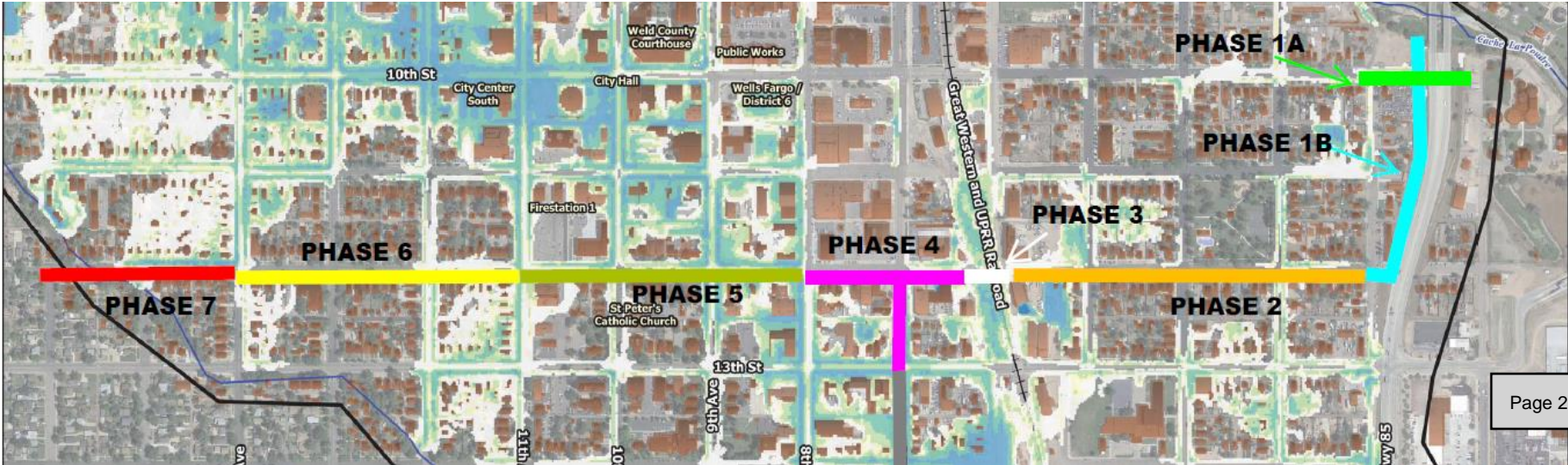
ICONENGINEERING
PROJECT ESTIMATING SHEET

DESIGN/ PHASES 12th Street Outfall Construction Services Proposal Description	ICON Engineering							Washburn Surveyors	ERO	Lithos Engineering	SurvWest SUE	SAN Eng.	Kimley/Horn	Valerian	TOTALS							
	Contract Mgr. Principal Eng I \$189 Hours	Project Mgr. Prof. Eng III \$169 Hours	Ind. QC Principal Eng. II \$189 Hours	Prof. Eng. II \$159 Hours	Eng. IV \$149 Hours	CAD/ GIS \$105 Hours	Misc. Direct Costs									Direct Ex.	Direct Ex.	Direct Ex.	Direct Ex.	Direct Ex.	Direct Ex.	Direct Ex.
	Task 1 VALUE ENGINEERING DESIGN ADJUSTMENTS																					
1.1 - Channel Grading and Wall Design	6	12			40	12						\$10,000		\$10,000	\$30,382							
1.2 - Pond and Outlet Adjustments	8	32		16	40	16						\$15,000		\$3,000	\$35,104							
1.3 - Overflow Structure and Spillway	4	16		16	24	12				\$3,250				\$15,000	\$29,090							
1.4 - E.coli Design Treatment Services (removals and adjustments)	4	8		12	12	10							\$3,300	\$2,000	\$12,154							
TOTAL HOURS	22	68	0	44	116	50									\$106,730							
	\$4,158	\$11,492	\$0	\$6,996	\$17,284	\$5,250	\$0	\$0	\$0	\$3,250	\$0	\$25,000	\$3,300	\$30,000	\$106,730							
Total Value Engineering Services														\$106,730								

12th Street Outfall - Schedule to Date

- **Phase 1A – Water/Sewer Relocations**
- **Phase 1B – Storm Pipe, Open Channel, Pond, River Restoration**

Date	Milestone
Sept 2020	Phase 1A Design Start
January 2021	Phase 1B Design Start
April 2022	Phase 1 Contractor Hired - CMAR
December 2022	Phase 1A Construction Start (EWA)
TBD	Phase 1B Construction Start (GMP)



Phase 1B Contract Status & Change Order #3

Date	Contract Document	Contract Total	Description
January 2021	Initial Contract	\$541,200	Initial Contract
May 2022	Change Order 2	\$865,060	Added: -CMAR Coordination -E. Coli Scoping/Design -River Restoration
January 2023	Change Order 3	\$971,790*	Proposed to Add: -Value Engineering

*Phase 1B Construction Estimate: \$11.0 M. Design would be 8.5% Cost of Construction with CO3

*2022 Budget includes \$1,181,660 for Phase 1B Professional Services

October 2022 – GMP Estimate \$16.7 M,
~\$2M increase over May 2022 Estimate

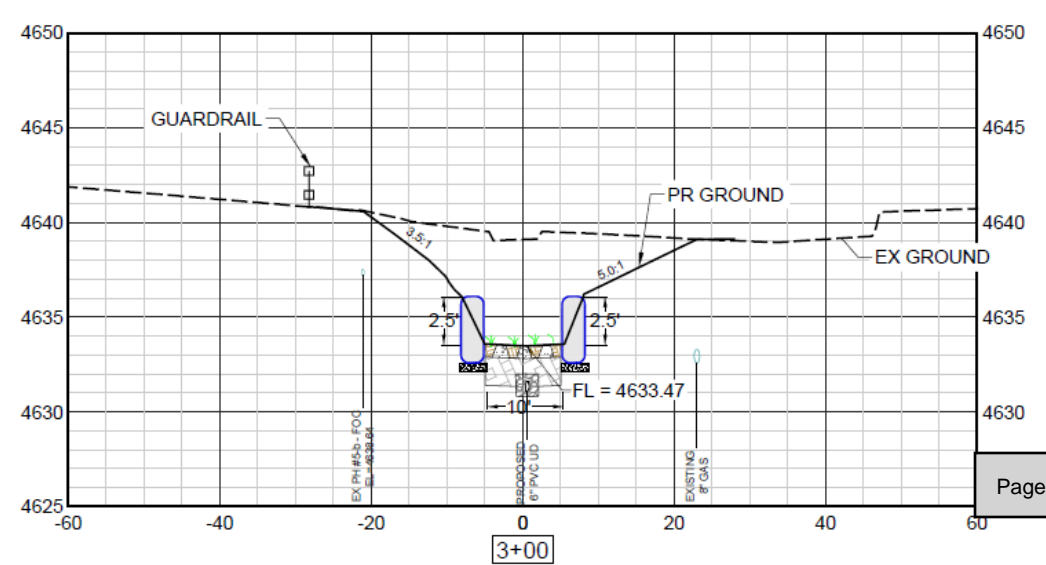
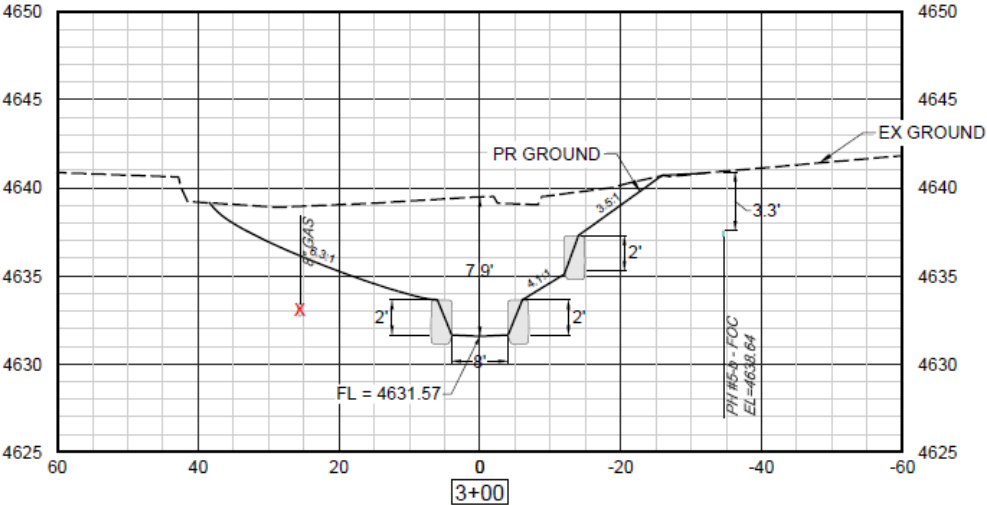
Causes:

- 1) Inflation on Materials
- 2) Increased complexity of constructability and detailing
- 3) Gas Relocation budgeted at \$1.5 M increased to \$2.3 M

12th Street Outfall Phase 1B – Change Order 3

Proposed Solution (CO3):

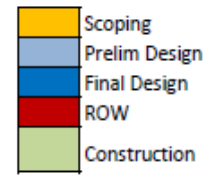
- 1) Redesign to avoid gas relocation
- 2) Value Engineering
- 3) Preliminary Evaluation: \$2.5 M construction savings,
\$106k Design Change Order



12th Street Storm Outfall Schedule

Item No. 16.

12th Street Outfall Schedule: Phases 1-4



Project	Quarter	2021				2022				2023				2024				2025				2026				2027			
		Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
Phase 1A - Design																													
Phase 1A - Construction																													
Phase 1B ROW		Scoping	Scoping	ROW	ROW	ROW	ROW	ROW	ROW	Scoping																			
Phase 1B Design		Prelim Design	Prelim Design	Prelim Design	Prelim Design	Prelim Design	Prelim Design	Prelim Design	Prelim Design	Scoping																			
Phase 1B Construction																													
Phase 2 Design																													
Phase 2 Construction																													
Phase 3 Design																													
Phase 3 Construction																													
Phase 4 Design																													
Phase 4 Construction																													



Notable changes:

- Phase 1A Construction delayed from 2022Q1 to 2022Q4 to ensure Phase 1B Design would not conflict.
- Phase 1B Construction Start delayed from 2022Q4 to 2023Q1 due to Design CO3 (Value Engineering and Atmos conflict)
- Phase 1B Construction End delayed to 2024Q2 (potentially) for final landscaping. Schedule end date pending GMP Contract
- Phase 4 Preliminary Design moved from 2025 to 2023.

Phases 2-4 reaching 50% Design by 2023Q4 allows for more construction grant opportunities for Phases 2-4 for 2025-



Council Agenda Summary

January 3, 2023

Key Staff Contact: Heidi Leatherwood, City Clerk

Title:

Public hearing and second reading of an Ordinance Reauthorizing Various Boards and Commissions for Three Years

Summary:

City Charter §2-8 in part the following:

Any Board or Commission not specifically created by this Charter shall be subject to periodic review by Council every three (3) years after the date of its creation. After review, Council may reauthorize the Board or Commission's authority or allow the Board or Commission to lapse by a majority vote of the entire Council.

In accordance with this provision and past practice, this item proposes the reauthorization of the following boards to continue for a period of three years.

- 1) Citizen Budget Advisory Committee
- 2) Citizen Transportation Advisory Board
- 3) Commission on Disabilities
- 4) Downtown Development Authority
- 5) Golf Board
- 6) Historic Preservation Commission
- 7) Rodarte Community Center Advisory Board
- 8) Stormwater Board
- 9) Youth Commission

In 2023, the following boards are scheduled for Triennial Review and possible reauthorization. The City Clerk's Office will work to develop a proposed process and criteria to guide the triennial reviews moving forward.

- 1) Human Relations Commission
- 2) Museum Board
- 3) Parks & Recreation Advisory Board
- 4) Judicial Review Board

Fiscal Impact:

Does this item create a fiscal impact on the City of Greeley?	No
Is there grant funding for this item?	N/A

Legal Issues:

Consideration of this matter is a legislative process which includes the following public hearing steps:

- 1) City staff presentation (if requested)
- 2) Council questions of staff
- 3) Public input (hearing opened, testimony - up to three minutes per person, hearing closed)
- 4) Council discussion
- 5) Council decision

Other Issues and Considerations:

None

Strategic Focus Area:

High-Performance Government

Decision Options:

- 1) Adopt the ordinance as presented; or
- 2) Amend the ordinance and adopt as amended; or
- 3) Deny the ordinance; or
- 4) Continue consideration of the ordinance to a date certain.

Council's Recommended Action:

A motion to adopt the ordinance and publish with reference to title only.

Attachments:

Ordinance

**CITY OF GREELEY, COLORADO
ORDINANCE NO. 1, 2023**

**AN ORDINANCE REAUTHORIZING VARIOUS BOARDS AND COMMISSIONS
FOR THREE YEARS**

WHEREAS, in November 2001, Greeley voters approved an amendment to the Home Rule Charter, in Section 2-8 Appointive Boards and Commissions, to require that City Council review its advisory groups every three years to determine whether the board or commission continues to serve the purpose for which it was created and decide whether or not to authorize its continuance: and

WHEREAS, Ordinance No. 59, 2002, was adopted by City Council October 15, 2002, to implement this Charter amendment and thereby created a triennial review schedule for appointive boards and commissions; and

WHEREAS, City Council is prepared to re-authorize these appointive groups for a three-year period.

NOW, THEREFORE, BE IT HEREBY ORDAINED BY THE CITY COUNCIL OF THE CITY OF GREELEY, COLORADO THAT:

Section 1. The following groups are hereby re-authorized for a period of three years from January 1, 2023, to expire December 31, 2025:

- 1) Citizen Budget Advisory Committee
- 2) Citizen Transportation Advisory Board
- 3) Commission on Disabilities
- 4) Downtown Development Authority
- 5) Golf Board
- 6) Historic Preservation Commission
- 7) Rodarte Community Center Advisory Board
- 8) Stormwater Board
- 9) Youth Commission

Section 2. This ordinance shall become effective five days after its final publication as provided by the Greeley City Charter.

PASSED, ADOPTED, SIGNED AND APPROVED, THIS _____ DAY OF JANUARY 2023.

ATTEST:

CITY OF GREELEY, COLORADO

City Clerk

Mayor



Council Agenda Summary

January 3, 2023

Key Staff Contact: Sean Chambers, Water & Sewer Director, 970-350-9815

Title:

Public hearing and final reading of an ordinance for the sixth amendment to the development agreement for Leprino Foods Company.

Summary:

In 2008, the City and Leprino entered into a Development Agreement for Leprino's construction of a dairy product manufacturing facility in Greeley. The Development Agreement required the City to provide Leprino with treated water service estimated at 1,344 acre feet per year at buildout. To meet Greeley's raw water requirements for the facility, the Development Agreement granted Leprino raw water credits, including a 600 acre feet credit for "Produced Water" generated from milk during processing, and allowed Leprino to pay cash-in-lieu of providing raw water at a favorable rate.

Leprino was successful and the estimated water need of 1,344 acre fee per year was low. Through 2016, Leprino had purchased 1,133 acre feet of cash-in-lieu water, which was the entirety of the favorably priced cash-in-lieu water. In March 2017, Greeley City Council approved the Fourth Amendment of the Development Agreement for Leprino that made available to Leprino additional raw water at discounted cash-in-lieu rates, but also required Leprino to match each acre foot of discounted cash-in-lieu water with a dedication of Colorado-Big Thompson (C-BT) water. Since the adoption of the Fourth Amendment, Leprino had dedicated 190 acre feet of C-BT water, but has not purchased any of the additional discounted cash-in-lieu water. After the dedication of 190 acre feet of C-BT, Leprino's total raw water allotment is 2,134 acre feet.

The original Development Agreement envisioned the Leprino facility would be built out by 2018 and that after 2018 any water usage by Leprino over the raw water allotment would be subject to a raw water surcharge. In 2020, Leprino used 2,306.53 acre feet of water, exceeding their allotment by 172.53 acre feet. At the 2020 raw water surcharge rate of \$10.05 per thousand gallons, this overage resulted in a total raw water surcharge of \$565,001.68 due to Greeley from Leprino.

The Fourth Amendment defined the option for Greeley to purchase any excess water above 600 acre feet of Produced Water. A water court application determined that the Produced Water volume was 840 acre feet of water, or 240 acre feet above the volume of raw water credit given to Leprino. Greeley and Leprino staff agreed that Leprino could satisfy their raw water surcharge liability with a portion of the excess Produced Water rather than pay the surcharge with cash. The enclosed Sixth Amendment to the Development Agreement reflects Greeley purchasing

38.70 acre feet of excess Produced Water, which is the volume of water the raw water surcharge of \$565,001.68 can purchase using the price of this water as defined in the Fourth Amendment.

Fiscal Impact:

Does this item create a fiscal impact on the City of Greeley?	Yes
If yes, what is the initial, or onetime impact?	\$565,001.68
What is the annual impact?	None
What fund of the City will provide Funding?	Water Acquisition Fund
What is the source of revenue within the fund?	Cash-in-Lieu
Is there grant funding for this item?	No
Additional Comments:	Greeley is using revenue owed from Leprino to pay for an additional water supply

Legal Issues:

The Sixth Amendment to the Development Agreement requires legislative approval in accordance with Sec. 20-268 and Sec. 20-273 of the Greeley Municipal Code. The legislative approval process includes the following public hearing steps:

- 1) City staff presentation (if requested)
- 2) Council questions of staff
- 3) Public input (hearing opened, testimony - up to three minutes per person, hearing closed)
- 4) Council discussion
- 5) Council decision

Other Issues and Considerations:

None

Strategic Focus Areas:



Business Growth



Infrastructure and Mobility

Decision Options:

- 1) Adopt the ordinance as presented; or
- 2) Amend the ordinance and adopt as amended; or
- 3) Deny the ordinance; or
- 4) Continue consideration of the ordinance to a date certain.

Council's Recommended Action:

A motion to adopt the ordinance and publish with reference to title only.

Attachments:

Ordinance

6th Amendment – Leprino Foods Development Agreement

PowerPoint

**CITY OF GREELEY, COLORADO
ORDINANCE NO. 2, 2023**

**AN ORDINANCE AUTHORIZING THE CITY TO ENTER INTO A SIXTH AMENDMENT TO THE
DEVELOPMENT AGREEMENT WITH LEPRINO FOODS COMPANY**

WHEREAS, on June 13, 2008, the City and Leprino entered into a Development Agreement ("Initial Development Agreement"); and,

WHEREAS, on November 25, 2008, the City and Leprino entered into the First Amendment to the Initial Development Agreement ("First Amendment"); and,

WHEREAS, on July 15, 2013, the City and Leprino entered into the Second Amendment to the Initial Development Agreement ("Second Amendment"); and,

WHEREAS, on February 17, 2016, the City and Leprino entered into the Third Amendment to the Initial Development Agreement ("Third Amendment"); and,

WHEREAS, on March 13, 2017, the City and Leprino entered into the Fourth Amendment to the Initial Development Agreement ("Fourth Amendment"); and,

WHEREAS, on April 4, 2019, the City and Leprino entered into the Fifth Amendment to the Initial Development Agreement ("Fifth Amendment"); and,

WHEREAS, pursuant to the Initial Development Agreement as amended (hereinafter, the "Development Agreement"), Leprino has satisfied its obligation to supply the City with raw water sufficient to meet the needs of the first two phases of the Project (as defined in the Development Agreement); and,

WHEREAS, in 2017 Leprino determined that it would require water service for Phase III of the Project that exceeded the amounts initially estimated and addressed in the Development Agreement and previously purchased by Leprino pursuant thereto; and,

WHEREAS, the City and Leprino addressed Leprino's satisfaction of its raw water obligations with respect to its anticipated water demands for Phase III of the Project and, in connection therewith, amended certain related provisions of the Development Agreement (see the Fourth Amendment); and,

WHEREAS, in satisfaction of Subsections I(F)(1)(e)(i)-(v) of the Fourth Amendment, the City filed the Water Court Application and obtained a water court decree acceptable to Leprino; and,

WHEREAS, under Subsections I(F)(1)(e)(v) of the Fourth Amendment, the City was granted 600 acre-feet of Produced Water, and the exclusive option to purchase that quantity of Produced Water greater than 600 acre-feet of water per year (based upon the accounting approach approved in the Water Court Application and based upon the average quantity of water available to the City annually over a 36 month time period commencing after Leprino has completed Phase III of the Project and achieved full production and milk receiving capacity

at the anticipated Phase III milk receiving design capacity) (defined as the "Excess Decreed Amount" under the Fourth Amendment); and,

WHEREAS, in January 2019, Leprino completed Phase III of the Project, and based on the 36 month average, the parties have determined that the Excess Decreed Amount is approximately 240 acre-feet; and,

WHEREAS, in 2020, Leprino's annual raw-water allotment was 2,134 acre-feet but its actual use was 2,306.53 acre-feet, exceeding its allotment by approximately 172.53 acre-feet. In lieu of paying cash to satisfy the applicable surcharge, Leprino has agreed to grant, and the City has agreed to accept, a license to 38.70 acre-feet of the Excess Decreed Amount; and,

WHEREAS, subject to the terms of this Sixth Amendment, the City is acquiring 38.70 acre-feet of the Excess Decreed Amount and relinquishing its rights to exercise the exclusive option to purchase all or a portion of the remaining Excess Decreed Amount; and,

WHEREAS, the City and Leprino desire to amend the Development Agreement in accordance with this Sixth Amendment; and,

WHEREAS, pursuant to Section 20-268 of the Greeley Municipal Code ("Municipal Code"), City Council is authorized to approve special agreements that modify the requirements for water service under Chapter 3, Title 20 of the Municipal Code; and,

WHEREAS, it is in the best interest of the citizens of the City of Greeley for Council to enter into this Agreement.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF GREELEY, COLORADO:

Section 1. The City Council hereby authorizes the City to enter into an Agreement entitled "Sixth Amendment to the Development Agreement", a copy of which is attached hereto and incorporated herein as Exhibit A.

Section 2. This Ordinance shall take effect on the fifth day following its final publication, as provided by Section 3-16 of the Greeley City Charter.

PASSED AND ADOPTED, SIGNED AND APPROVED ON THIS _____ DAY OF JANUARY 2023.

ATTEST

CITY OF GREELEY, COLORADO

City Clerk

Mayor

SIXTH AMENDMENT TO THE DEVELOPMENT AGREEMENT

This Sixth Amendment to the DEVELOPMENT AGREEMENT (“Sixth Amendment”) is entered into as of _____, 2023 by and between LEPRINO FOODS COMPANY (“Leprino”), a Colorado corporation, and THE CITY OF GREELEY, COLORADO, a home rule municipal corporation (“City”).

WHEREAS, on June 13, 2008, the City and Leprino entered into a Development Agreement (“Initial Development Agreement”); and,

WHEREAS, on November 25, 2008, the City and Leprino entered into the First Amendment to the Initial Development Agreement (“First Amendment”); and,

WHEREAS, on July 15, 2013, the City and Leprino entered into the Second Amendment to the Initial Development Agreement (“Second Amendment”); and,

WHEREAS, on February 17, 2016, the City and Leprino entered into the Third Amendment to the Initial Development Agreement (“Third Amendment”); and,

WHEREAS, on March 13, 2017, the City and Leprino entered into the Fourth Amendment to the Initial Development Agreement (“Fourth Amendment”); and,

WHEREAS, on April 4, 2019, the City and Leprino entered into the Fifth Amendment to the Initial Development Agreement (“Fifth Amendment”); and,

WHEREAS, pursuant to the Initial Development Agreement as amended (hereinafter, the “Development Agreement”), Leprino has satisfied its obligation to supply the City with raw water sufficient to meet the needs of the first two phases of the Project (as defined in the Development Agreement) by a) applying the 211 acre-feet initial raw water credit extended by the City at no charge to Leprino; b) receiving the 600 acre-feet maximum “applicable credit” for “Produced Water” defined therein and extended by the City; and c) paying cash in lieu of dedicating raw water for approximately 813 acre-feet of water at the applicable “Leprino Water Bank Rate” defined therein; and,

WHEREAS, in March 2016 Leprino paid for the remaining approximately 320 acre-feet of cash-in-lieu raw water credit available at the applicable Leprino Water Bank Rate under the Development Agreement, which brought the total amount of cash-in-lieu of raw water credit Leprino has purchased to 1,133 acre-feet, and,

WHEREAS, the Development Agreement capped Leprino’s entitlement thereunder to purchase water at the applicable Leprino Water Bank Rate at 1,133 acre feet (1,344 acre-feet estimated demand minus 211 acre-feet of initial raw water credit), but provided that Leprino could, if needed, purchase additional water in excess of 1,133 acre-feet at a rate no greater than the City’s most favorable cash in lieu rate, or at an available water bank rate, in effect at the time of such additional purchase; and,

WHEREAS, in 2017 Leprino determined that it would require water service for Phase III of the Project that exceeded the amounts initially estimated and addressed in the Development Agreement and previously purchased by Leprino pursuant thereto; and,

WHEREAS, the City and Leprino addressed Leprino’s satisfaction of its raw water obligations with respect to its anticipated water demands for Phase III of the Project and, in connection therewith, amended certain related provisions of the Development Agreement (see the Fourth Amendment); and,

WHEREAS, in satisfaction of Subsections I(F)(1)(e)(i)-(v) of the Fourth Amendment, the City filed the Water Court Application and obtained a water court decree acceptable to Leprino (“Case No. 17CW3020”); and,

WHEREAS, under Subsections I(F)(1)(e)(v) of the Fourth Amendment, the City was granted 600 acre-feet of Produced Water, and the exclusive option to purchase that quantity of Produced Water greater than 600 acre-feet of water per year (based upon the accounting approach approved in the Water Court Application and based upon the average quantity of water available to the City annually over a 36 month time period commencing after Leprino has completed Phase III of the Project and achieved full production and milk receiving capacity at the anticipated Phase III milk receiving design capacity) (defined as the “Excess Decreed Amount” under the Fourth Amendment); and,

WHEREAS, in January 2019, Leprino completed Phase III of the Project, and based on the 36 month average, the parties have determined that the Excess Decreed Amount is approximately 240 acre-feet; and,

WHEREAS, in 2020, Leprino’s annual raw-water allotment was 2,134 acre-feet but its actual use was 2,306.53 acre-feet, exceeding its allotment by approximately 172.53 acre-feet. In lieu of paying cash to satisfy the applicable surcharge, Leprino has agreed to grant, and the City has agreed to accept, a license to 38.70 acre-feet of the Excess Decreed Amount; and,

WHEREAS, subject to the terms of this Sixth Amendment, the City is acquiring 38.70 acre-feet of the Excess Decreed Amount and relinquishing its rights to exercise the exclusive option to purchase all or a portion of the remaining Excess Decreed Amount; and,

WHEREAS, initially capitalized terms used herein and defined in the Development Agreement shall have the meanings contained in the Development Agreement unless otherwise modified or defined herein; and,

WHEREAS, the Development Agreement may be amended from time to time, in whole or in part, by mutual written consent of the parties hereto or their successors in interest; and

WHEREAS, the City and Leprino desire to amend the Development Agreement in accordance with this Sixth Amendment.

IN CONSIDERATION OF THE RECITALS, COVENANTS, AND PROVISIONS SET FORTH HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT, SUFFICIENCY, AND ADEQUACY OF WHICH ARE HEREBY ACKNOWLEDGED BY AND BETWEEN THE PARTIES, THE PARTIES AGREE AS FOLLOWS:

- I. 2020 Surcharge. As of 2018, Leprino has dedicated or received a raw water dedication credit for a total allotment of 2,134 acre-feet. In 2020, Leprino’s actual use exceeded its allotment by approximately 172.53 acre-feet. Pursuant to subsections I(F)(1)(d)(iv)-(v) of the Fourth Amendment, Leprino is subject to the City’s raw water surcharge (Sec. 20-260 of the Greeley Municipal Code) for any water use that exceeds its annual allotment. Based on the 2020 raw water surcharge rate, Leprino owes a surcharge fee of approximately \$565,001.68. In lieu of a cash payment, however, Leprino has agreed to grant, and the City has agreed to accept, a license to a portion of the Excess Decreed Amount (referred to below in this Sixth Amendment as the “Excess Amount”) that is equal in value to the surcharge (or 38.70 acre-feet) as provided for in subsections I(F)(1)(d)(iv) and I(F)(1)(e) below.

- II. Relinquishment of the Option. Pursuant to the Fourth Amendment, the City was granted an option to purchase all or a portion of the Excess Decreed Amount. The City has decided not to exercise its right; and except as provided in I(F)(1)(e)(i) below, the City hereby relinquishes any and all rights to the Excess Decreed Amount (or the “Excess Amount” as defined herein), less the 38.70 acre-feet as provided above. In accordance with this relinquishment, the City acknowledges that Leprino is free to use, license, lease, or sell to any other party on terms selected by Leprino, in its sole discretion, the right to use the balance or unlicensed portion of the Excess Decreed Amount (or 201.30 acre-feet as of 2022, which amount may increase or decrease in future years).
- III. Amendments. Section I(F)(1)(d)-(e) of the Development Agreement is hereby amended and replaced in its entirety as follows:

d. Dedication of Raw Water.

i. Amounts Previously Dedicated or Credited. Separate and apart from the PIF and the water service charge specified above for treatment and delivery of water, the City requires new developers to dedicate to the City, sufficient raw water for the anticipated water needs of the development project. Prior to completion of Phase III of the Project , Leprino anticipated that its use would not exceed 2,354 acre-feet annually. In partial satisfaction of its projected demand, Leprino dedicated or received a credit for a total of 2,134 acre-feet of raw water in accordance with the Development Agreement. The amounts dedicated by or credited to Leprino are presented in the following table.

Year	Raw Water Credit (af)	Cash-in-Lieu (af)	Produced Water Credit (af)	C-BT (Units)	C-BT Credit (af)	Total Water (af)
2011	211		78.38			289.38
2012		52.35	273.82			615.55
2013		182.41	247.8			1045.76
2014		522.44				1568.20
2015		55.59				1623.79
2016		320.21				1944.00
2017				167	128.46	2072.46
2018				80	61.54	2134
Total	211	1,133	600	247	190	2134

ii. Additional Amounts Available. To meet the balance of its projected raw water dedication requirements (i.e., 220 acre-feet), Leprino may satisfy the first 55 acre-feet by paying a cash-in-lieu fee equal to the City’s former water bank rate of \$4,500/acre foot (the "Leprino Water Bank Rate"). Beginning January 1, 2015, the Leprino Water Bank Rate will increase at a rate of 4% per year, accruing and compounded annually (or \$6,158.56 /acre-foot as of the date of this Sixth Amendment). Leprino may satisfy the balance (i.e., 165 acre-feet for a total of 220 acre-feet) by paying a cash-in-lieu fee of \$12,000/acre-foot (the “New Leprino Water Bank Rate”), based on credits previously transferred into the City’s water bank in 2017. Beginning January 1, 2018, the New Leprino Water Bank Rate shall increase at the rate of 4% per year, accruing and compounded annually (or \$14,599.83/acre-foot as of the date of this Sixth

Amendment). Leprino may acquire additional water service beyond the projected 2354 acre-feet only by satisfying the City's raw water dedication requirements in existence at the time of any request for such additional service.

iii. Supplemental Cash-in-Lieu for Overages. As specified above, Leprino has previously dedicated or received a credit for a total amount of 2,134 acre-feet of raw water and may furnish an additional 220 acre-feet to the City by paying a cash-in-lieu fee in accordance with subparagraph I(F)(1)(d)(ii) above. Currently, Leprino's annual use is approximately 2102 acre-feet. If Leprino exceeds its annual allotment for two consecutive calendar years or if the amount of Produced Water available to the City is less than 638.70¹ acre-feet resulting in a reduced annual allotment for two consecutive calendar years, then Leprino shall be required to pay a cash-in-lieu fee in accordance with subparagraph I(F)(1)(d)(ii) above to increase its annual allotment by an amount equal to either (1) the average volume of water used above its annual allotment or (2) the average volume of Produced Water less than 638.70 acre-feet that is made available to the City over the applicable two consecutive calendar year period. The payment of any cash-in-lieu fee pursuant to this section shall be in addition to any surcharge assessed pursuant to subparagraph I(F)(1)(d)(v) below.

iv. Surcharge. If Leprino's actual usage in any calendar year exceeds its allotment (i.e., 2,134 acre-feet as of the date of this Sixth Amendment) or if the amount of Produced Water available to the City in any calendar year is less than 638.70 acre-feet resulting in a reduced annual allotments, then the City's standard raw water surcharge shall apply. In the City's sole discretion, Leprino may satisfy a raw water surcharge by allocating to the City a portion of the Excess Amount (defined below), if any, equal to the calculated surcharge. The value of the Excess Amount shall be determined based on the New Leprino Water Bank Rate as set out in subsection I(F)(1)(d)(ii).

e. Water Produced by Leprino; License. As a manufacturer of cheese and related dairy products, Leprino purchases a large volume of fluid milk that is delivered to its factories. The milk is then processed in the cheese making and whey manufacturing process such that most of the solids, fat, protein, and other minerals and components are removed and segregated into various product streams for eventual sale. Approximately 87% of the raw milk consists of water. The water portion of the milk that is not retained in the cheese or whey products is ultimately collected by Leprino and remains in Leprino's ownership, dominion, and control. Leprino refers to this water portion of the milk as "Produced Water."

i. License. Leprino hereby grants to the City a license, in accordance with and subject to the terms of this Agreement, to use, reuse, successively use, and/or dispose of 638.70 acre-feet per year of the Produced Water portion of Leprino's wastewater discharge from the Plant for as long as Leprino operates the Plant (the "License"). The grant of the License shall be a condition precedent to the rights and obligations of the parties under this paragraph I(F)(1)(e).

ii. Excess Amount. In 2017, the City and Leprino filed an application in Division 1 Water Court and received a decree in Case No. 17CW3020 on April 17, 2020, to use, reuse, successively use, and/or dispose of the Produced Water for use for augmentation and replacement purposes. Leprino previously estimated that the Project, upon completion, would

¹ Because it intended to satisfy the 2020 surcharge, the additional 38.70 acre-feet of Produced Water shall not be added to Leprino's annual allotment. In order to ensure that Leprino has dedicated an amount of raw water adequate to cover its annual allotment and its obligation under Section I(F)(1)(e), however, the 38.70 acre-feet shall be considered for purposes of calculating the amounts under Sections I(F)(1)(d)(iii) and (iv).

produce approximately 600 acre-feet/year of Produced Water on an annual basis. Based upon a 36-month average after completion, the Project has produced approximately 840 acre-feet of Produced Water or 240 acre-feet above its previous estimate (“Excess Amount”). If additional measurement devices at the Plant are required by the State or Division Engineer, the parties agree to share equally the costs of installation of such devices, and to mutually agree upon any burden to be assumed by either party to read, report the results of, and maintain such devices.

iii. Licensed Water. The period for revoking the License (as described in the Fourth Amendment) has passed. Pursuant to subsection I(F)(1)(d)(v), Leprino has agreed to grant, and the City has agreed to accept, a license to use, reuse, successively use, and/or dispose of 38.70 acre-feet of the Excess Amount (in lieu of a cash surcharge payment pursuant to subsection I(F)(1)(d)(iv) above), for a total 638.70 acre-feet of Produced Water available to the City under the License (“Licensed Water”). In the event that Leprino, its third party licensee, lessee, or grantee seek to use the amount of Produced Water over and above the 638.70 acre-feet of Licensed Water, the quantification of such use must be consistent with the quantification method approved in the decree entered in Case No. 17CW3020.

IV. Other Terms in Full Force and Effect. Except as specifically modified herein, all of the terms and conditions of the Development Agreement, First Amendment, Second Amendment, Third Amendment, Fourth Amendment and Fifth Amendment remain in full force and effect.

[Signature page to follow]

THE CITY OF GREELEY, a home rule municipal corporation

LEPRINO FOODS COMPANY, a Colorado Corporation

By: _____
Mayor

By: _____
Its: _____

ATTESTED:

APPROVED AS TO FORM AND ENFORCEABILITY

By: _____
City Clerk

By: _____
Its: Vice-president and General Counsel

APPROVED AS TO SUBSTANCE:

By: _____
Raymond C. Lee, III, City Manager

APPROVED AS TO AVAILABILITY OF FUNDS:

By: _____
John Karner, Finance Director

APPROVED AS TO LEGAL FORM:

By: _____
Douglas Marek, City Attorney



Sixth Amendment to the Leprino Development Agreement

City Council
Final Reading - January 3, 2023

Leprino Economic Impact

- **Greeley plant employed: 545 with 134 new hires in 2021/2022**
- **2021 impact of cheese manufacturing in Weld County, CO:**
 - **2,501 additional jobs county-wide**
 - **\$171.1M additional earnings county-wide**
 - **\$19.9M additional state and local taxes**
 - **Median advertised salary: \$65.3K (\$31.4/hr)**
 - **54% of new hires have a bachelor/master's degree**
 - **2013-2022 property-tax rebate: \$76.9M**



Leprino Development Agreement

- **Raw water credits and costs a key component of the agreement**
 - **“Produced Water” from dairy process was a key part of the raw water dedication, and an uncertain amount when the original agreement was negotiated**
 - **Assumed 600 acre feet (AF) – Actual amount 840 AF**
 - **Greeley had the option to purchase any amount above 600 AF once decreed**



Leprino's Raw Water Overage

- **Buildout occurred in 2018 – raw water surcharges for any usage over dedicated water allotment**
- **Leprino exceeded their water allotment by 172.53 AF in 2020**
 - **Leprino's overage in 2020 resulted in amount owed of \$565,001.68**
- **Staff from Greeley and Leprino agreed to use the raw water surcharge revenue for Greeley to purchase a portion of the excess Produced Water**



Sixth Amendment – Key Terms

- **The \$565,001.68 Leprino owes for the raw water surcharge allows Greeley to purchase 38.70 AF of excess Produced Water**
- **Greeley relinquishes all rights to the remainder of the excess Produced Water**
- **Defined remaining available cash-in-lieu of raw water volumes and prices**

Recommended Action:

- **Adopt the ordinance for the Sixth Amendment to the Development Agreement for Leprino Foods Company**



Questions?



Council Agenda Summary

Title:

Scheduling of Meetings, Other Events

Summary:

During this portion of the meeting the City Manager or City Council may review the attached Council Calendar or Planning Calendar and Schedule for City Council Meetings and Work Sessions and make any necessary changes regarding any upcoming meetings or events.

Attachments:

Council Meetings and Other Events Calendars

Council Meeting and Work Session Schedule/Planning Calendar

January 2, 2023 - January 8, 2023

January 2023

Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
	7	8	9	10	11	12
	13	14	15	16	17	18
	19	20	21	22	23	24
	25	26	27	28	29	30
	31					

February 2023

Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
	4	5	6	7	8	9
	10	11	12	13	14	15
	16	17	18	19	20	21
	22	23	24	25	26	27
	28					

Monday, January 2

Tuesday, January 3

6:00pm - City Council Meeting (Council Chambers and via Zoom) - Council Master Calendar

Wednesday, January 4

3:00pm - 4:00pm Please join us for Frank Villa's retirement party! (Nusbaum Room Fire Station 1) - Council Master Calendar

Thursday, January 5

7:30am - Poudre River Trail (Hall)

3:00pm - 4:00pm Officer Matt Stewards Promotion Ceremony to Sergeant (Greeley Police Department, Donahue Room) - Council Master Calendar

3:30pm - IG Adv. Board (Butler)

6:00pm - 8:30pm North Front Range MPO Meeting (Olson/Payton)

Friday, January 6

Saturday, January 7

Sunday, January 8

January 9, 2023 - January 15, 2023

January 2023

Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

February 2023

Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28			

Monday, January 9

Tuesday, January 10

 **6:00pm - City Council Worksession Meeting** (Council Chambers and via Zoom) - Council Master Calendar 

Wednesday, January 11

Thursday, January 12

 **6:30pm - 8:00pm Highway 85 Coalition/Mayors Bullseye Meeting** (Changes with each meeting) - Council Master Calendar 

Friday, January 13

Saturday, January 14

Sunday, January 15

January 16, 2023 - January 22, 2023

January 2023

Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

February 2023

Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				

Monday, January 16

Tuesday, January 17

6:00pm - City Council Meeting - Council Master Calendar ↻

Wednesday, January 18

7:30am - Visit Greeley (Butler) ↻

2:00pm - 5:00pm Water & Sewer Board (Gates) ↻

Thursday, January 19

7:30am - 8:30am DDA (DeBoutez/Butler) ↻

10:00am - 11:00am Register for Jan 19th Northern Colorado Refugee Quarterly Community Consultation (Microsoft Teams (Link will be Received After Registration)) - Council Master Calendar

3:30pm - 4:30pm Airport Authority (Clark/Payton) ↻

Friday, January 20

Saturday, January 21

Sunday, January 22

January 23, 2023 - January 29, 2023

January 2023

Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

February 2023

Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28			

Monday, January 23

- 11:30am - 12:30pm Greeley Chamber of Commerce (Hall)
- 6:00pm - 7:00pm Youth Commission (Clark)

Tuesday, January 24

- 6:00pm - City Council Worksession Meeting - Council Master Calendar

Wednesday, January 25

- 7:00am - 8:00am Upstate Colorado Economic Development (Gates/Hall) (Upstate Colorado Conference Room) - Council Master Calendar

Thursday, January 26

Friday, January 27

Saturday, January 28

Sunday, January 29

City Council Meeting Scheduling 2023

12/30/2022			
This schedule is subject to change			
Date/Type	Description	Sponsor	Placement/Time
January 10, 2023 Council Work Session	OEM Update	Brian Kuznik	
	Updated W&S Design Criteria Standards and Specifications	Sean Chambers	
	Downtown Master Plan Update	Becky Safarik	
January 17, 2023 Council Meeting	Proclamation - Black History Month (Dr. Weaver-Douglas, UNC)	Mayor	Intro
	Introduction of Chief Human Capital Officer	Winna MacLaren	Intro
	Minutes Approval (1/3/23 Council Meeting; 1/10/23 Council Work Session)	Heidi Leatherwood	Consent
	Intro & 1st Rdg Ord - W&S Design Criteria Standards and Specifications	Sean Chambers	Consent
	PH - Resolution to Adopt Greeley Downtown Master Plan Update	Becky Safarik	Regular
	PH & 2nd Rdg Ord - 13th Street Apartment Rezone (Continued from 11/15/2022)	Becky Safarik	Regular
	PH & 2nd Rdg Ord - 1603, 1611, 1613, 1619 7th Ave Rezone	Becky Safarik	Regular
	PH & 2nd Rdg Ord - 123 N. 9th Avenue Rezone	Becky Safarik	Regular
	PH & 2nd Rdg Ord - Development Impact Fees	John Karner	Regular
January 24, 2023 Council Work Session	Boards & Commissions Appointments	Heidi Leatherwood	Regular
	Development Code Update Overview	Becky Safarik	
February 07, 2023 Council Meeting	2021 COG Audit Review	John Karner	
	Proclamation - Youth Art Month (Greeley Creative District c/o Jason Everson)	Mayor	Intro
	Minutes Approval (1/17/23 Council Meeting; 1/24/23 Work Session)	Heidi Leatherwood	Consent
	Intro & 1st Rdg Ord - Development Code Amendments (PH on 2/21/23)	Becky Safarik	Consent
	Intro & 1st Rdg Ord - Grant Approval limits (PH on 2/21/23)	John Karner	Consent
	PH & 2nd Rdg Ord - Updated W&S Design Criteria Standards and Specifications	Sean Chambers	Regular
	Executive Session - City Manager Performance Review	Noel Mink	

The logo for the City of Greeley, Colorado, features a stylized blue mountain range with a white outline. Below the mountains, the words "City of" and "Colorado" are written in a small, blue, sans-serif font. The word "Greeley" is written in a large, blue, serif font, with the "G" being significantly larger than the other letters.

City of Greeley Colorado Council Agenda Summary

Title:

Consideration of a motion authorizing the City Attorney to prepare any required resolutions, agreements, and ordinances to reflect action taken by the City Council at this meeting and any previous meetings, and authorizing the Mayor and City Clerk to sign all such resolutions, agreements, and ordinances

Council's Recommended Action:

A motion to approve the above authorizations.