



Mayor
John Gates

Councilmembers

Tommy Butler
Ward I

Brett Payton
Ward II

Michael Fitzsimmons
Ward III

Dale Hall
Ward IV

Kristin Zasada
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 Agenda

July 07, 2020 at 6:00 PM

1001 11th Avenue, City Center South, Greeley, CO 80631

- [1.](#) Call to Order
- [2.](#) Pledge of Allegiance
- [3.](#) Roll Call
- [4.](#) Recognitions and Proclamations
- [5.](#) Citizen Input
- [6.](#) Approval of the Agenda
- [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 or staff 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 Special City Council Proceedings of June 9, 2020
- [10.](#) Acceptance of the Report of the June 9, 2020, City Council Worksession
- [11.](#) Acceptance of the Report of the June 12, 2020, Council Briefing: COVID-19 Update
- [12.](#) Approval of the City Council Proceedings of June 16, 2020
- [13.](#) Approval of the Special City Council Proceedings of June 23, 2020
- [14.](#) Acceptance of the Report of the June 23, 2020, City Council Worksession
- [15.](#) Consideration of Amendment 2 to the Citizen Participation Plan
- [16.](#) Consideration of a resolution of the City of Greeley Council authorizing the City to enter into Amendment No.5 of an

Intergovernmental Agreement with the Colorado Department of Transportation to update the total funding for construction for the 10th Street access control and roadway improvements project between 23rd Avenue and 35th Avenue

- [17.](#) Consideration of a resolution of the City of Greeley Council authoring the City to enter into an Intergovernmental Agreement with the City of Evans for a roadway improvement project on 47th Avenue
- [18.](#) Consideration of a resolution of the City of Greeley authorizing the City to enter into an Intergovernmental Agreement between the City of Greeley and the Colorado Department of Transportation for design of a interchange at Highway 34 Bypass and 35th Avenue
- [19.](#) Consideration of a resolution of the City of Greeley authorizing the City to enter into an Intergovernmental Agreement between the City of Greeley and the Colorado Department of Transportation for design of a interchange at Highway 34 Bypass and 47th Avenue
- [20.](#) Consideration of a resolution of the City of Greeley Council authorizing the City to enter into an Intergovernmental agreement with the Colorado Department of Transportation for the Greeley Transportation Master Plan Project
- [21.](#) Consideration of a Resolution of the City Council of the City of Greeley, Colorado authorizing the City to enter into a closure and removal agreement with Union Pacific Railroad for 6th Street.

End of Consent Agenda

- [22.](#) Pulled Consent Agenda Items
- [23.](#) Public hearing and final reading of an ordinance amending Chapter 13.44 of the Municipal Code of the City of Greeley relating to Local Improvement Districts
- [24.](#) COVID-19 Update
- [25.](#) Scheduling of Meetings, Other Events
- [26.](#) 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 at any previous meetings, and authorizing the Mayor and City Clerk to sign all such resolutions, agreements and ordinances
- [27.](#) Adjournment

Council Agenda Summary

July 7, 2020

Agenda Item Number 1

Title

Call to Order

Council Agenda Summary

July 7, 2020

Agenda Item Number 2

Title

Pledge of Allegiance

Council Agenda Summary

July 7, 2020

Agenda Item Number 3

Title

Roll Call

Summary

Mayor Gates

Councilmember Butler

Councilmember Payton

Councilmember Hall

Councilmember Fitzsimmons

Councilmember Clark

Councilmember Zasada

Council Agenda Summary

July 7, 2020

Agenda Item Number 4

Title

Recognitions and Proclamations

Summary

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

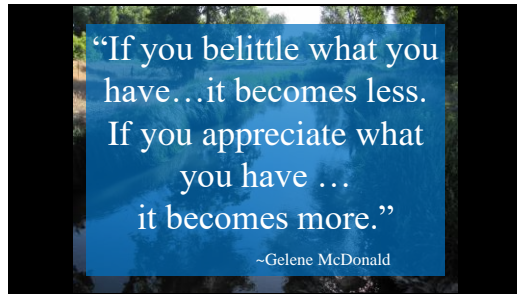
Attachments

July 7, 2020 What's Great about Greeley Report

Slide 1



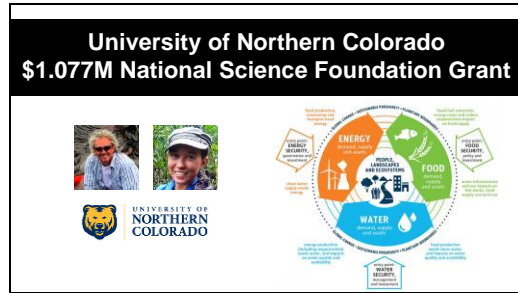
Slide 2



At each Council Meeting, we recognize the people, organizations and businesses that make Greeley Great.

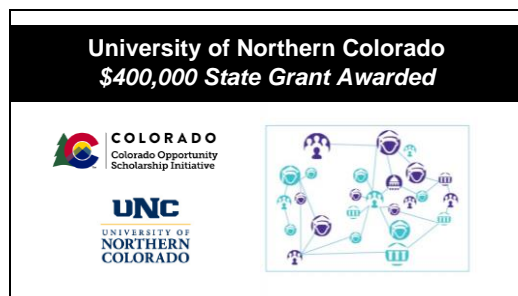
Tonight it's my turn to announce the recognitions. I'll start with a quote, "If you belittle what you have, it becomes less. If you appreciate what you have, it becomes more." With these announcements we are appreciating the good work of our residents, showing support for their efforts, and encouraging everyone to share the word that Greeley is Great.

Slide 3



The National Science Foundation has awarded two University of Northern Colorado faculty a \$1 million grant to improve teaching in college-level environmental science courses. Assistant Professor Chelsie Romulo and Professor Steven Anderson will spend the next three years developing a machine-learning program that will assess students' understanding of the connections among food-energy-water concepts in their classes.

Slide 4



In addition, UNC has received a \$400,000 state grant, spread over four years, to build a program around UNC's current student support services. The grant, from the Colorado Opportunity Scholarship Initiative (COSI), a program of the Colorado Department of Higher Education, will be used to create the COSI Scholars Program providing scholarships to students who show academic promise and financial need, and will give them access to resources that will help them succeed and complete their degree at UNC.

Slide 5



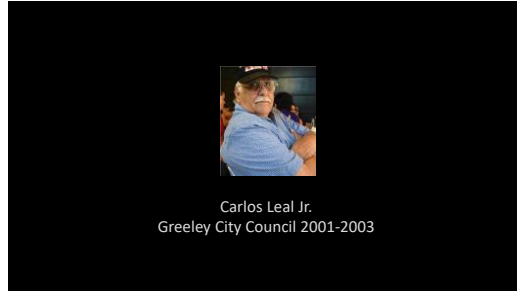
The Weld County Public Communications team has been awarded the “Tech Trailblazer” Award from Granicus, a software company specializing in digital communications for government organizations. The award recognizes digital transformation excellence and identifies initiatives that have delivered a profound improvement in government activities, process and/or competencies by transitioning from outdated tech or in-person interactions to modern digital technologies.

Slide 6



And that’s What’s Great about Greeley.

Slide 7



Recently we lost Carlos Leal Jr.. Some of you may remember him as our Ward I City Council member from November 2001 to November 2003.

It's obvious he had a heart for the city and its residents through his work on the City's GURA Board, Finance Committee, Jesus Rodarte Cultural Center Advisory Board, the Convention & Visitor's Bureau, the Downtown Development Authority, as a former UNC professor, a District 6 School Board member and president, and was a founding member of Sunrise Health Center. He established UNC's first Mexican-American Studies program major and worked tirelessly to support first-generation college students, instituting students exchange programs and creating UNC's CUMBRES program.

Mr. Leal will be missed by this city, but his community spirit will always be remembered.

Thank you, Carlos, for your contributions to you city.

Council Agenda Summary

July 7, 2020

Agenda Item Number 5

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 on this evening's agenda. Individual comments read into the record will be limited to 3 minutes and must include the name and address of the person submitting the comments for the record.

Council Agenda Summary

July 7, 2020

Agenda Item Number 6

Title

Approval of the Agenda

Council Agenda Summary

July 7, 2020

Agenda Item Number 7

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

July 7, 2020

Agenda Item Number 8

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

Council Request	Council Meeting, Worksession, or Committee Meeting Date Requested	Status or Disposition (After completion, item is shown one time as completed and then removed.)	Assigned to:
Councilmember Butler requested that the Mayor, City Council, and the City's Executive Team participate in racial sensitivity training.	June 16, 2020		

Consent Agenda

July 7, 2020

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

Once the Clerk has read each Consent Agenda item into the record, along with Council's recommended action, Council or staff may request the item be "pulled" off the Consent Agenda and considered separately under the next agenda item in the order they were listed.

The Consent Agenda includes Items No. 9 through 21 and their recommended actions.

Council's Recommended Action

To approve Items No. ____ through ____ or

To approve Items No. ____ through ____ with the exceptions of No.(s) ____

Council Agenda Summary

July 7, 2020

Agenda Item Number 9

Key Staff Contact: Cheryl Aragon, Interim City Clerk, 350-9743

Title:

Approval of the Special City Council Proceedings of June 9, 2020

Summary:

A special meeting of the City Council was held on June 9, 2020, in Council's Chambers located at 1001 11th Avenue.

Decision Options:

1. To approve the proceedings as presented; or
2. Amend the proceedings if amendments or corrections are needed, and approve as amended.

Council's Recommended Action:

A motion to approve the City Council proceedings as presented.

Attachments:

June 9, 2020 Special Proceedings

City of Greeley, Colorado
SPECIAL CITY COUNCIL PROCEEDINGS
June 9, 2020

1. Call to Order

Mayor John Gates called the remote meeting to order at 6:00 p.m. via Zoom Meetings.

2. Pledge of Allegiance

Mayor Gates led the Pledge of Allegiance to the American Flag.

3. Roll Call

Jerry Harvey, Assistant City Clerk, called the roll. Those virtually present were Mayor John Gates and Councilmembers Tommy Butler, Ed Clark, Michael Fitzsimmons, Dale Hall, Brett Payton and Kristin Zasada.

4. Introduction and first reading of an ordinance amending the Greeley Municipal Code by amending Sections 6.16.025, 6.16.270, and 6.16.275; by the addition of Section 6.16.271, creating a “Downtown Open Consumption Area”; by renumbering and amending Section 13.40.065; and by repealing Section 6.16.272 in its entirety

Becky Safarik, Assistant City Manager, provided a brief history of what it has taken to get this Ordinance to this point. She continued by highlighting the current temporary operational process; discussed the Downtown Businesses proposed plan; described the proposed boundaries of the open container area; highlighted the contents of the draft Ordinance as well as the requirements for revocable permits; and highlighted staff's direction/action for Council to take. Ms. Safarik also clarified that both a revocable permit and approval of the Ordinance is required in order for the open container/consumption area to be opened.

In response to questions from Councilmember Hall, Ms. Safarik explained that the proposed hours of operation include mornings because some restaurants offer breakfast with alcoholic beverages. She further clarified that this Ordinance would allow anyone to bring alcohol into this area, regardless from where it was purchased, as long as it is not in a glass container. She concluded by explaining that the revocable permits are being required because the streets running through the plazas will be closed from approval of the Ordinance through Labor Day.

Councilmember Butler inquired about parking and use of sidewalks, and Ms. Safarik explained that there are at least a couple dozen parking spots that would be lost in this area. She added that the sidewalks on the perimeter of the proposed open consumption/container area would still be usable throughout this timeframe.

In response to a question from Councilmember Fitzsimmons, Ms. Safarik explained again that this Ordinance would allow anyone over 21 years old to bring alcohol into this area, regardless from where it was purchased as long as it is not in a glass container.

Councilmember Clark express his concern with allowing people to bring alcohol into this area. Stacey Aurzada, Deputy City Attorney, explained that the Ordinance is allowing open containers and open consumption of alcohol which means it cannot mandate that the only open containers must be from Downtown businesses.

Councilmember Zasada echoed the concerns raised by Councilmember Hall regarding the hours of operation.

Mayor Gates inquired about the reasoning behind closing the streets and expressed concerns regarding the street closure and people being able to bring alcohol into the area. Ms. Safarik explained that the Downtown restaurants requested that the streets be closed, but that it is not necessarily required for the open container/consumption area. She also clarified that, if a restaurant has a modified premises, they could not allow people to bring outside alcohol into that specific area around their restaurant.

Councilmember Hall recommended keeping the start time at 8:00 a.m. during the weekend but changing the start time to a later time during the week.

Discussion ensued about potential start times and the differences between open container/consumption and the Friday Fest go-cup.

Council reached consensus to change the hours of operation to 11:00 a.m. to midnight Monday through Friday and 8:00 a.m. to midnight on Saturday and Sunday.

Councilmember Clark moved, seconded by Councilmember Butler to amend the Ordinance to reflect the altered hours of operation described above. The motion carried: 7-0

Councilmember Clark moved, seconded by Councilmember Payton to introduce the Ordinance as amended and schedule the public hearing and final reading for June 23, 2020. The motion carried: 7-0

5. 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 at any previous meetings, and authorizing the Mayor and City Clerk to sign all such resolutions, agreements, and ordinances

Councilmember Hall moved, seconded by Councilmember Payton to approve the above authorizations, and the motion carried: 7-0

6. Adjournment

There being no further business to come before the Council, Mayor Gates adjourned the meeting at 6:55 p.m.

John Gates, Mayor

Jerry Harvey, Assistant City Clerk

Council Agenda Summary

July 7, 2020

Agenda Item Number 10

Key Staff Contact: Cheryl Aragon, Interim City Clerk, 970-350-9743

Title:

Acceptance of the Report of the June 9, 2020, City Council Worksession

Summary:

A City Council Worksession was held on June 9, 2020, in Council's Chambers located at 1001 11th Avenue.

Decision Options:

1. To accept the Report as presented; or
2. Amend the Report if amendments or corrections are needed, and accept as amended.

Council's Recommended Action:

A motion to accept the Report as presented.

Attachments:

June 9, 2020 Report

City of Greeley, Colorado
COUNCIL WORKSESSION REPORT
June 9, 2020

The Worksession began at 7:01 p.m. via a remote Zoom Meeting between City Staff and the City Council. It was live-streamed on the City of Greeley's YouTube Channel.

1. CALL TO ORDER

Mayor Gates called the Zoom Meeting to Order.

2. PLEDGE OF ALLEGIANCE

Mayor Gates led the Pledge of Allegiance to the American Flag.

3. ROLL CALL

Jerry Harvey, Assistant City Clerk, called the roll. Those present were Mayor John Gates and Councilmembers Tommy Butler, Ed Clark, Michael Fitzsimmons, Dale Hall, Brett Payton and Kristin Zasada.

4. REPORTS FROM MAYOR AND COUNCILMEMBERS

Councilmember Hall reported that the Poudre River Trail was damaged due to high winds over the weekend, and he added that good Samaritans came out to clean up the space so it could be used.

5. WATER & SEWER BOARD INTERVIEWS

Council conducted interviews for a position on the Water & Sewer Board that has a term that will be expiring at the end of June 2020.

6. COVID-19 UPDATE

Lieutenant Greg Cobb, Greeley Fire Department, provided the COVID-19 update. He highlighted the 3-day moving average of testing and new positive cases, the new City of Greeley cases, Weld County cases and fatalities by age/sex. He continued by discussing the cumulative fatalities, hospitalizations at Northern Colorado Medical Center (NCMC) and University of Colorado Health as well as first responder quarantines and Greeley Fire Department responses related to COVID-19. He concluded by noting that the Bonnell Facility still has not had any guests and will close on June 17th with the intent to reopen in the fall if needed.

7. FISCAL YEARS 2020 AND 2021 – STATUS AND OVERVIEW

Robert Miller, Interim Finance Director, discussed the 2020-2021 assumptions, modifications, and timelines. He continued by discussing potential service levels including goals, scaling services to meet demands/resources, and reduced/modified services. Mr. Miller provided examples of challenges (opening pools, the Union Colony Civic Center, recreation center, etc.) adding that savings could be

used to cover shortfalls from these challenges. He concluded by highlighting the long-term general fund resources scenarios; discussing different options for balancing the budget for 2020 and 2021; and highlighting the preliminary May financial numbers and trends.

In response to a question from Councilmember Payton, Mr. Miller explained that the proposed plan would allow the City to bring back a large number of employees if it makes sense for the service levels that are decided upon.

Councilmember Fitzsimmons requested a brief Weld County and CARES Act update. Roy Otto, City Manager, explained that the dollars associated with these funds are being used to cover as much of the costs associated with the response to COVID-19 for all communities and organization in Weld County.

Councilmember Zasada requested that, in future updates and proposed plans, that there is clear tracking of where rainy day funding is going and where shortfalls are and how much they are.

In response to a question from Mayor Gates, Mr. Miller explained that the City could use as little as 1/3 of its reserves to balance the budget depending on how the economy recovers throughout the summer and fall.

7b. POLICE DEPARTMENT PRESENTATION

These items were added on the day of the meeting and were not requested to be a unique item, so they were presented at the conclusion of the Fiscal Years 2020 and 2021 Status and Overview Item.

Police Chief Mark Jones provided information regarding current police procedures. He highlighted resources regarding police policies that can be found on the Police Department website. He continued by explaining that anti-bias training has been required for all police officers since 2016. He also explained the 8 Can't Wait campaign as it relates to Greeley Police Department, noting that chokeholds and strangleholds have not been part of the Greeley Police Department for at least 20 years, de-escalation training has been required since 2015, and Greeley Police Officers are trained to always use verbal warnings before shooting when possible. Chief Jones continued by highlighting the Greeley Police Department General Order 517 regarding deadly force. He also described the status of 8 Can't Wait for the Greeley Police Department including duty to intervene, banning shooting at moving vehicles, requiring a use of force continuum, and required comprehensive reporting. He noted that when Colorado Senate Bill 217 is passed, the Greeley Police Department will look at their policies for any necessary changes.

In response to a question from Councilmember Payton, Chief Jones explained that the Greeley Police Department would look into creating more specific language for their policies regarding retaliation toward police officers who speak out.

Councilmember Zasada inquired about discipline for officers, and Chief Jones explained that every time an officer has a disciplinary action it is put in the Greeley Police Department system where it can be searched and referenced later.

In response to a request from Councilmember Butler, Chief Jones agreed to come back to Council to present the updates and changes made to Greeley Police Department policies after the passage of Colorado Senate Bill 217.

8. SCHEDULING OF MEETINGS, OTHER EVENTS

No additional meetings or events were scheduled.

9. EXECUTIVE SESSION

Councilmember Payton moved, seconded by Councilmember Butler that the City Council go into an Executive Session to discuss the following matter as provided under C.R.S. 24-6-402(4) (e)(1) and C.R.S. 24-6-402(4)(b); and Greeley Municipal Code 2.04.020(a)(5) and Greeley Municipal Code 2.04.020(a)(2) for the purpose of giving instructions to negotiators and to receive legal advice from their attorney regarding potential acquisition of water storage.

The motion was approved: 7-0

10. ADJOURNMENT

There being no further business to come before the Council, Mayor Gates adjourned the meeting at 8:13 p.m., and Council entered an executive session. The executive session adjourned at 9:03 p.m.

Jerry Harvey, Interim City Clerk

Council Agenda Summary

July 7, 2020

Agenda Item Number 11

Key Staff Contact: Cheryl Aragon, Interim City Clerk, 970-350-9743

Title:

Acceptance of the Report of the June 12, 2020, Council Briefing: COVID-19 Update

Summary:

A virtual meeting of the City Council Briefing was held on June 12, 2020, via Zoom Meetings.

Decision Options:

1. To accept the Report as presented; or
2. Amend the Report if amendments or corrections are needed, and accept as amended.

Council's Recommended Action:

A motion to accept the Report as presented.

Attachments:

June 12, 2020 Report

City of Greeley, Colorado
COVID-19 City Council Briefing
June 12, 2020

The Briefing began at 4:00 p.m. via a remote Zoom Meeting between City Staff and the City Council. It was live-streamed on the City of Greeley's YouTube Channel.

1. CALL TO ORDER

Mayor Gates called the Zoom Meeting to Order.

2. PLEDGE OF ALLEGIANCE

Mayor Gates led the Pledge of Allegiance to the American Flag.

3. ROLL CALL

Jerry Harvey, Assistant City Clerk, called the roll. Those present were Mayor John Gates and Councilmembers Tommy Butler, Ed Clark, Dale Hall, and Kristin Zasada.

Councilmembers Payton and Fitzsimmons were excused.

4. COVID-19 UPDATE

Pandemic Response Activities

Lt. Gregg Cobb, Greeley Fire Department, provided the pandemic response update. He reported a positive downward trend locally and state-wide as it relates to both cases and deaths; reported totals for cases as well as trends; reported City specific data related to positive cases; reported fatalities and the demographics of those killed; and reported on all hospital, first responder, and fire department call data. Lt. Cobb concluded by note that all of the COVID-19 data is showing good trends.

In response to a question from Councilmember Butler, Lt. Cobb explained that what looks like a recent spike in the data will actually be smoothed out after the City receives updated numbers from Weld County. This occurs because the County first reports this data and attributes it to one specific day, and then later they redistribute the data once more investigation is done.

Greeley Area Recovery Fund (GARF) Dashboard Update

Benjamin Snow, Economic Health and Housing Director, provided an update on the GARF. He reported that committee has received 169 applications, 146 from Greeley businesses. He added that 77 grants have been awarded totaling \$237,228 with a total of 81 application being denied so far. Mr. Snow added that there are currently 11 pending applications. He concluded by explaining that fundraising has slowed, but that there is still plenty of money in the fund to award.

In response to a questions from Councilmember Zasada, Mr. Snow explained that he would be looking into whether the recovery fund money could be used to help fund the extra security and

maintenance/cleaning needs for Downtown businesses as they move forward with plans for outdoor dining on the Downtown Plazas. He added that he would need to look at the specific language of the current services agreement to determine if this would be an allowable use of those funds.

CARES Act Distribution Meeting

Roy Otto, City Manager, reported on the County-wide CARES Act Distribution meeting.

Doug Marek, City Attorney, explained that Mr. Otto as the City Manager can enter into the proposed Intergovernmental Agreement without Council approval.

Mr. Otto went on to explain that he recommends that the City does not contribute to the County-wide recovery fund adding that he believes the City should just be contributing funds to the GARF.

The Mayor and Council all expressed their agreement and support for only contributing City funds to the GARF. They also agreed that Mr. Otto should sign any Intergovernmental Agreements regarding CARES Act Distribution without needing to come to them for approval.

Consensus was reached by Council to discontinue the Friday COVID-19 Briefings effective immediately, but that they will continue the briefings during Council Meetings and Worksessions. They added that they will reinstate the Friday Briefings if a surge or new developments require it.

The Mayor and Council all shared their appreciation to staff for putting these Friday Briefings together during this pandemic.

5. SCHEDULING OF MEETINGS, OTHER EVENTS

No additional meetings or events scheduled.

6. ADJOURNMENT

There being no further business to come before the Council, Mayor Gates adjourned the meeting at 4:26 p.m.

Jerry Harvey, Assistant City Clerk

Council Agenda Summary

July 7, 2020

Agenda Item Number 12

Key Staff Contact: Cheryl Aragon, Interim City Clerk, 350-9743

Title:

Approval of the City Council Proceedings of June 16, 2020

Summary:

A meeting of the City Council was held on June 16, 2020, in Council's Chambers located at 1001 11th Avenue.

Decision Options:

1. To approve the proceedings as presented; or
2. Amend the proceedings if amendments or corrections are needed, and approve as amended.

Council's Recommended Action:

A motion to approve the City Council proceedings as presented.

Attachments:

June 16, 2020 Proceedings

City of Greeley, Colorado
CITY COUNCIL PROCEEDINGS
June 16, 2020

1. Call to Order

Mayor John Gates called the meeting to order at 6:00 p.m., in the Council's Chambers at the City Center South Campus, 1001 11th Avenue.

2. Pledge of Allegiance

Mayor Gates led the Pledge of Allegiance to the American Flag.

3. Roll Call

Cheryl Aragon, Interim City Clerk, called the roll. Those present were Mayor John Gates and Councilmembers Tommy Butler, Ed Clark, Michael Fitzsimmons, Dale Hall, Brett Payton and Kristin Zasada.

4. Recognitions and Proclamations

Mayor Gates extended kudos to the City Clerk's Office for work done to gear up for Zoom Council Meetings when COVID-19 struck in March and then for this meeting back in Chambers using socially-distanced guidelines in order to protect the staff, Council and the public's health and safety.

He also invited members of the public to participate in an upcoming meeting of the Human Relations Commission and encouraged those in attendance to sign up to participate in the lobby just outside of Chambers.

Councilmember Payton presented the What's Great About Greeley Report.

5. Citizen Input

Ms. Aragon read 5 emails received by the City Clerk's email account and 2 emails sent to Mayor Gates into the record regarding Councilmember Zasada's recent Facebook comments. Emails from Patricia Wagner, John Hurst, Howard Wheeler, Priscilla Dech, Sherrie Peif, and Brian Franzen expressed support for Councilmember Zasada's comments noting that they were facts with no ill-intentions and asked that the Council and community support her during this time. An email from Kelly Davis demanded accountability for Councilmember Zasada's actions and shared that as an At-large Councilmember, she should be using her platform to be a voice for those who don't have one and demanded that more support be given to efforts and organizations that educate on diversity, equity and inclusion.

Brandi Nieto, Latino Coalition of Weld County, asked Councilmember Zasada to resign from Council. She stated that the currently seated Council is not representative of the makeup of this community and noted that this organization will work to encourage diverse individuals to run for local office. She shared that the community deserves better and noted that her organization is still waiting to hear from Councilmember Zasada on this matter.

Gabriel Llanas, Greeley resident, stated that this is no longer the Greeley that the community needs. He stated that this community is more than the old guard that used to exist and that the community is

becoming more diverse by the day. He encouraged everyone to stop living in what Greeley's past was and begin to embrace the change that is coming.

Joshua Greer, Greeley resident, recited a few of the names of people who have lost their lives in Greeley at the hands of police brutality. He shared that being a person of color does present additional challenges, and asked that this no longer be the case. He stated that he is a UNC student and plans to stay in Greeley, so the sooner people begin to listen and understand his challenges, the sooner he and people like him can live their lives and others can.

Councilmember Clark took exception to what Mr. Greer cited as people losing their lives at the hands of police brutality in this community.

Bill Gillard, Greeley resident, was present and stated that he took some time to look up the definition of racism and noted that stating facts about violence does not qualify.

Paola Maldonado, Greeley resident, expressed how disturbed she was upon hearing that a Councilmember would boldly state her feelings about black crime and violence in such a public way.

Andrew Trevino, third generation Greeley resident, born and raised, was present and stated that he is utterly disappointed by tropes used by Councilmember Zasada on her personal Facebook account. He shared that these are comments that have been used to continue to marginalize the marginalized.

Tobi Ogunmodede, Greeley resident, stated that systemic racism is real, and that Councilmember Zasada was wrong in what she said. She noted that there is no understanding of it on her part.

Dr. Jerry Kneff, Greeley resident, stated that everyone is blessed with right of free speech and peaceable assembly, and noted his support for Councilmember Zasada.

Anthony Navarro, Greeley resident, stated that the issue here is that people do not understand objective and subjective language and information. He stated that Councilmember Zasada's comments and information were spot on and he shared his support of her.

Sue Zamora, Greeley resident stated that when she saw her post, she could not begin to verbalize how hurt she was. She stated that she wants to find commonality in order to talk about differences, and in this case, she stated that what she has in common with Councilmember Zasada is that they are both moms wanting the best for their children.

Rhonda Solis, Greeley resident, spoke of Carlos Leal who recently passed away and who was a mentor to her in seeking elected office. She then spoke of the challenges of being a person of color and raising children of color in Greeley, Colorado. She shared that there are not enough conversations about racism in this community, and all of this is to tell Councilmember Zasada that there are conversations to be had in order to do better and be better. She added that her recent comments only feed further all of the racism that exists in this community.

Tom Grove, Greeley resident, stated that he was present to offer support to Councilmember Zasada, and also noted that race issues do need to be addressed.

Gwynetha Knapp, Greeley resident, stated that it seems both sides of this issue seem to be afraid to move into the future. She noted that truth has no sides and that talking and listening must happen in order to move forward and get to the core of the problem.

Paloma Labrassa, Greeley resident, shared her disappointment by the racist remarks made by Councilmember Zasada and by the way the Council responded. She stated that only Councilmember Butler addressed this properly. She noted that there is a need for reform in the Greeley Police Department and more is needed in the form of mental health and housing. She cited a recent incident where it took the Police Department 1.5 hours to arrive for a domestic violence call which shows that the black community continues to be failed by this Police Department.

Jeri Shepard, Greeley resident, stated that it is up to white people to dismantle the white supremacy that exists in this community and beyond.

Councilmember Zasada stated that she wants very much to talk about this issue and noted that it is the only for respect and understanding. She pledged to listen and learn and then represent everyone regardless of race, gender, or political beliefs.

6. Approval of Agenda

The agenda was approved as presented.

7. Reports from Mayor and Councilmembers

There were no reports offered by Councilmembers.

8. Initiatives from Mayor and Councilmembers

Councilmember Butler offered an initiative that racial sensitivity training be set up for the Mayor, Council and Executive team.

***** Consent Agenda *****

9. Acceptance of the Report of the May 22, 2020, Council Briefing: COVID-19 Update

The Council action recommended was to accept the Report.

10. Acceptance of the Report of the May 26, 2020 City Council Worksession

The Council action recommended was to accept the Report.

11. Acceptance of the Report of the May 29, 2020, Council Briefing: COVID-19 Update

The Council action recommended was to accept the Report.

12. Approval of the City Council Proceedings of June 2, 2020

The Council action recommended was to approve the Proceedings.

13. **Consideration of a change order in the amount of \$173,000.00 to a design contract with Matrix Design Group for the East Memorial Design Services project and bring the revised contract amount from \$265,000.00 to \$438,000.00**

This item was pulled from the Consent Agenda.

14. **Consideration of a resolution increasing membership of the Greeley Housing Authority to nine (9) Commissioners**

The Council action recommended was to approve the resolution. **(Resolution No.27, 2020)**

15. **Consideration of three (3) resolutions authorizing the Mayor to enter into an Intergovernmental Agreement Concerning Land Dedications or Payments In-Lieu For School Purposes with Eaton School District RE-2, Weld RE-4 School District, and the Weld County School District 6**

This item was pulled from the Consent Agenda.

***** End of Consent Agenda *****

Councilmember Payton moved, seconded by Councilmember Butler to approve the items on the Consent Agenda and their recommended actions, with the exception of Item Nos. 13 and 15. The motion carried: 7-0

16. **Pulled consent agenda items**

13. **Consideration of a change order in the amount of \$173,000.00 to a design contract with Matrix Design Group for the East Memorial Design Services project and bring the revised contract amount from \$265,000.00 to \$438,000.00**

Councilmember Zasada inquired about the scope of this increase and whether or not this change order will mean more money needed later for construction of this project.

Andy McRoberts, Culture, Parks & Recreation Director, advised that the budget is based on a grant received for staff, design services, and construction. He went on to state that due to the nature of the work needed and the experience of the design group hired for this project, it is believed that the design work required will be greater than what was initially identified so it would be in the City's best interest to retain the contractor for the remainder of this project.

Councilmember Zasada moved, seconded by Councilmember Butler to approve the change order. The motion carried: 7-0 **(Change Order No. 6, 2020)**

15. **Consideration of three (3) resolutions authorizing the Mayor to enter into an Intergovernmental Agreement Concerning Land Dedications or Payments In-Lieu For School Purposes with Eaton School District RE-2, Weld RE-4 School District, and the Weld County School District 6**

Brad Mueller, Community Development Director, reported that the three school districts that serve the city of Greeley, Eaton RE-2, Weld RE-4, and Weld County 6, are requesting adoption of intergovernmental agreements for land dedications or payments-in-lieu for school site and school site improvements. He noted that these districts have similar agreements in place with Weld County, Windsor, Eaton, and Severance. Evans is working on one now.

He went on to state that new residential development brings new students to the city, creating new demand for school land, and there is not a mechanism in place in Greeley to create a new supply of school land that would keep up with this new demand.

Councilmember Zasada noted that this is a challenging issue given that affordable housing is so important and builders only have so much of a profit margin. She stated that any extra fees are passed on to the buyer. She read into the record a statement from the Northern Colorado Homebuilders Association about this issue.

Councilmember Clark noted that he needs more information before making a decision on this.

Councilmember Payton stated that he has struggled with this and noted that he was not present when it was initially presented to Council. He noted that he would benefit from some additional time on this as he is concerned about adding cost to home buyers right now.

Councilmember Fitzsimmons asked more about the meetings with homebuilders and who was at the table.

Mr. Mueller advised that 30 people were at the meeting, 80 people were given information about this proposal, and noted that the Greeley Realtors' Association and representatives of the major homebuilders were there.

Dierdra Pilch, Superintendent of Weld School District 6, stated that there should be land for building schools and that there should not be substandard spaces for children. She stated that since she arrived here, that's the work she has done to get to a place where there is land for schools. She added that this will benefit School District 6 dramatically, but two other districts as well.

Jason Seibert was present and stated that affordable housing is important and kids need land for schools so kids can get quickly to school to learn and grow. They should not be on a bus for two hours a day getting to and from school.

Chad Singer, a builder in the area for 20 years, stated that he has no issues with paying these fees because the clientele for housing will not be here if adequate schools are not in place.

Bridgett Muse, Superintendent with Re-2 School District in Eaton, stated that transportation is an issue, so it's very important to have quality schools in neighborhoods for kids to get to.

Councilmember Clark stated that he is concerned that there are not builders at this meeting, and he does not feel good that they are not here

Mr. Mueller advised that he could convene another opportunity with the development community if Council desires to continue consideration of this matter.

Councilmember Zasada stated that she would like to know what the City of Evans' has to say about this since we share boundaries with them. She noted that this is struggle for her.

Councilmember Hall stated that this is very much needed right now. He does not want to be in a position where builders are deciding to build somewhere else. This has been pushed off for a while now.

Councilmember Fitzsimmons moved, seconded by Councilmember Hall to adopt the resolution authorizing an Intergovernmental Agreement with Eaton School District RE-2. The motion carried: 5-2 (Clark and Zasada opposed) **(Resolution No. 28, 2020)**

Councilmember Fitzsimmons moved, seconded by Councilmember Hall to adopt the resolution authorizing an Intergovernmental Agreement with Weld School District RE-4. The motion carried: 5-2 (Clark and Zasada opposed) **(Resolution No. 29, 2020)**

Councilmember Fitzsimmons moved, seconded by Councilmember Hall to adopt the resolution authorizing an Intergovernmental Agreement with Weld School District 6. The motion carried: 5-2 (Clark and Zasada opposed) **(Resolution No. 30, 2020)**

17. Public hearing and final 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 2020 and for funds held in reserve for encumbrances at December 31, 2019

Robert Miller, Interim Finance Director, reviewed the additional appropriation ordinance totaling \$19,383,732.00.

He went on to review the specific projects and funds included in this appropriation and responded to specific questions from Council.

Mayor Gates opened the public hearing at 8:32 p.m., and no comments were offered.

Councilmember Butler moved, seconded by Councilmember Fitzsimmons to adopt the ordinance and publish it by reference to title only. The motion carried: 7-0 **(Ordinance No. 12, 2020)**

18. Public hearing and final reading of an ordinance to consider a change of zone from PUD (Planned Unit Development) to R-M (Residential Medium Density) zoning for 12.12 acres of property located north of 4th Street, east of 59th Avenue, and west of 57th Avenue, known as the Cottages at Kelly Farm Crosier's Corner Rezone, changing the official zoning map to reflect the same

Darrell Gesick, Planner, reported that this is a request for a rezone from PUD (Planned Unit Development) to R-M (Residential Medium Density) for 12.12 acres of property located north of 4th Street, east of 59th Avenue and west of 57th Avenue, known as the Kelly Farm Crosier's Corner Rezone. He added that the applicant is desiring to create lots that would be developed with residential single-family, two-family, and/or townhomes.

He went on to review the applicable approval criteria to consider with this type of request and spoke

of the notification to property owners and the questions they posed. He stated that the Planning Commission has recommended approval to the City Council.

Mayor Gates opened the public hearing at 8:39 p.m., and no comments were offered.

Councilmember Payton moved, seconded by Councilmember Hall to find that, based on the application received and the preceding analysis, the proposed rezone of a 12.12-acre tract from PUD (Planned Unit Development) to R-M (Residential Medium Density) zoning meets the criteria of Development Code Section 18.30.050(c)(3) a, b, f, g and h and approve the rezone. The motion carried: 7-0

Councilmember Payton moved, seconded by Councilmember Hall to adopt the ordinance and publish it by reference to title only. The motion carried: 7-0 (**Ordinance No. 13, 2020**)

19. Public hearing to consider a motion to amend Tract D, Weld County Business Park Final PUD to allow for construction of a new 10,266 square foot building at 1399 North 17th Avenue

Kira Stoller, Planner, reported that this is a public hearing to consider a motion to amend Tract D, Weld County Business Park Final PUD to allow for construction of a new 10,266 square foot building at 1399 North 17th Avenue to allow for the construction of a new 10,266 square foot car and truck wash building with six bays at 1399 North 17th Avenue.

She reviewed site photos of the proposal, noted that there were no inquiries based on the neighborhood notification provided, and stated that the Planning Commission is recommending approval to the City Council.

Mayor Gates opened the public hearing at 8:48 p.m., and no comments were offered.

Councilmember Hall moved, seconded by Councilmember Fitzsimmons to approve the amended Final PUD as presented. The motion carried: 7-0

20. COVID-19 Update

Dan Frazen, Emergency Manager, reported on State and County numbers, including hospital data and made note of the Safer at Home and Great Outdoor phases the State is in or about to be in. Safer At Home and Great Outdoor phase and next is Protect Our Neighbor phase and reviewed the guidelines for outdoor events. Mr. Frazen noted that the Bonell personal isolation facility will be closing on June 17th with the ability to reopen in July or in the Fall if needed.

He was proud to share that there had been no deaths in Weld County due to COVID since early June.

21. Appointment of applicants to the Citizen Budget Advisory Committee, Citizen Transportation Advisory Board, Commission on Disabilities, Construction Trades Advisory & Appeals Board, Downtown Development Authority, Human Relations Commission, Judicial Review Board, Museum Board, Rodarte Community Center Advisory Board, Water & Sewer Board, and Youth Commission

Citizen Budget Advisory Committee	Nick Kenny
Citizen Transportation Advisory Board	Kathleen Davis
Commission on Disabilities	Sue Zamora
	Recruit for additional applicants
Construction Trades Advisory & Appeals Board	Andy Phelps
	David Powell
	Recruit for additional applicants
Downtown Development Authority	Logan Richrdson
	Linda Winter
Human Relations Commission	Kendall Alexander
	Deb Suniga
Judicial Review Board	Nicholas Nakamura
Museum Board	Daniel Murphy
	Michael Wieland
	Recruit for additional applicants
Rodarte Community Center Advisory Board	Derek Andersen
	Samantha Duvall
	Emma Pena-McCleave
Water & Sewer Board	Joseph Murphy
Youth Commission	Abby Aurzada
	Rachel Feinstein
	Analise Rodriguez
	Recruit for additional applicants

22. Scheduling of meetings, other events

There were no additional meetings or events scheduled.

23. 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 at any previous meetings, and authorizing the Mayor and City Clerk to sign all such resolutions, agreements, and ordinances

Councilmember Hall moved, seconded by Councilmember Payton to approve the above authorizations, and the motion carried: 7-0

24. Adjournment

There being no further business to come before the Council, Mayor Gates adjourned the meeting at 9:04 p.m.

John Gates, Mayor

Cheryl Aragon, Interim City Clerk

Council Agenda Summary

July 7, 2020

Agenda Item Number 13

Key Staff Contact: Cheryl Aragon, Interim City Clerk, 350-9743

Title:

Approval of the Special City Council Proceedings of June 23, 2020

Summary:

A special meeting of the City Council was held on June 23, 2020, in Council's Chambers located at 1001 11th Avenue.

Decision Options:

1. To approve the proceedings as presented; or
2. Amend the proceedings if amendments or corrections are needed, and approve as amended.

Council's Recommended Action:

A motion to approve the City Council proceedings as presented.

Attachments:

June 23, 2020 Special Proceedings

City of Greeley, Colorado
SPECIAL CITY COUNCIL PROCEEDINGS
 June 23, 2020

1. Call to Order

Mayor John Gates called the meeting to order at 6:00 p.m., in the Council's Chambers at the City Center South Campus, 1001 11th Avenue.

2. Pledge of Allegiance

Mayor Gates led the Pledge of Allegiance to the American Flag.

3. Roll Call

Cheryl Aragon, Interim City Clerk, called the roll. Those present were Mayor John Gates and Councilmembers Tommy Butler, Ed Clark, Michael Fitzsimmons, Dale Hall, Brett Payton and Kristin Zasada.

4. Consideration of a resolution authorizing the acceptance of a CARES Act grant for the Greeley-Weld County Airport

It was noted that the Greeley-Weld County Airport has submitted for a CARES Act grant to help offset a decline in revenues arising from diminished airport operations and activities as a result of the COVID-19 Public Health Emergency. The purpose of this Grant is to maintain safe and efficient airport operation and that funds provided under this Grant Agreement must only be used for purposes directly related to the airport operational and maintenance expenses incurred no earlier than January 20, 2020.

Councilmember Fitzsimmons moved, seconded by Councilmember Butler to adopt the resolution. The motion carried: 7-0 (**Resolution No. 31, 2020**)

5. Introduction and first reading of an ordinance amending Chapter 13.44 of the Municipal Code of the City of Greeley relating to Local Improvement Districts

Sean Chambers, Water & Sewer Director, reported that Local Improvement Districts (LID) are a tool currently in Chapter 13.44 of the Greeley Municipal Code, which support adequate public facilities and orderly growth and that LIDs are an existing mechanism in the Code related to financing public infrastructure.

He went on to state that the proposed updated LID Code will help to prevent such projects from impeding growth and ensure that over time the City and its existing citizens are made whole. The recommended Code revision to the LID provisions have been coordinated among Water & Sewer, Stormwater, and Public Works to ensure that the Code revisions will fully serve the City's infrastructure program.

Councilmember Payton moved, seconded by Councilmember Clark to introduce the ordinance and schedule the public hearing and final reading for July 7, 2020. The motion carried: 7-0

6. Public hearing and final reading of an ordinance amending the Greeley Municipal Code by amending Sections 6.16.025, 6.16.270, and 6.16.275; by the addition of Section 6.16.271, creating a “Downtown Open Consumption Area”; by renumbering and amending Section 13.40.065; and by repealing Section 6.16.272 in its entirety

Becky Safarik, Assistant City Manager, reported that in response to an effort to limit the spread of the COVID-19 virus, the State issued orders that closed or limited the operation of nearly every form of gathering of persons, including retail stores and restaurants. As the spread of the virus slowed and health care providers were able to manage patient care at less than capacity levels, she stated that the State relaxed its orders on physical distancing to allow a staged and measured reintroduction of the movement of its residents by allowing the limited reopening of stores, offices, restaurants, and certain public spaces. Re-opening guidance was provided to limit interactions between persons, promote cleaning and disinfection of touch points, and requiring face coverings, taking temperatures of employees and patrons and other measures.

She went on to share that many restaurants are eager to reopen to in-house dining and have begun to rearrange seating and protocols to invite patrons in under the new State Guidance. With the requirements to distance customer seating, restaurants are looking for ways to expand outdoor seating to gain sufficient seating to be profitable at their previous occupancy levels.

To support this effort, she noted that the City has developed an expedited process to review and approve these temporary alternative outdoor seating arrangements in accordance with emergency regulations issued by the Colorado Department of Revenue’s Liquor Enforcement Division. This process allows a liquor licensee to expand their outdoor seating into areas that would not traditionally be authorized.

In the Downtown, she reported that the City took additional measures by: 1. Identifying City property in the form of plazas, sidewalks, portions of alleys, parking lots and parking lanes that could be used for businesses to expand their seating; 2. Posted the legal notice required by the Liquor Authority for that entire area so that businesses would not need to do so individually; 3. Waived all local lease, permit, and liquor license fees. In addition, the City obtained a grant from the City/Chamber Business Recovery Fund to pay for 43 City Council Agenda - City of Greeley, Colorado the State liquor license fees on behalf of the business applicants (applies to all applicants city-wide).

Downtown restaurant and bar owners have requested that the City take the additional step of closing the 8th and 9th Street plazas to allow the placement of table seating on the hard surface areas throughout the area (excluding the drive lanes necessary to remain unobstructed). In this fashion, they envisioned the creation of a common “food court” sort of atmosphere on the two plazas where patrons could enjoy their meals outdoors without the restaurants each providing their own outdoor seating.

Ms. Safarik advised that the possession and consumption of alcohol in public areas is prohibited by State law, unless a local government has specifically approved such possession and consumption via local ordinance. State law normally also prohibits the possession and consumption of alcohol in public rights-of-way; limited exceptions have been made by the State to accommodate the expansion of premises to accomplish physical distancing to limit COVID-19 spread.

There are some aspects of closing the plazas through early September to weigh in allowing for open consumption in this area. Staff researched how other communities have approached the restaurant expansion, which is described in Attachment C. While many cities have closed streets to support additional

seating, they have only authorized this expansion via a modification of their liquor-licensed premises, identical to the approach Greeley had taken to allow individual businesses to expand their seating into the sidewalk areas. Only one, Union Station, has a common seating area and that is provided in their normal course of business because Union Station operates under a single liquor license. No other Colorado jurisdiction staff contacted has used an open container law to support expanded restaurant use, though it appears that the City of Englewood is considering this move as well.

Staff met with Downtown business owners on June 8, 2020 to review the draft ordinance, respond to their questions, and invite suggestions. One requests from the restaurants included expanded hours (from 10PM to midnight). They also sought clarity about a combination of modified premises and the open consumption law.

She stated that based upon comments and additional information received from Weld County concerning use of the Chase Plaza, staff recommended a number of minor modifications to the draft ordinance, which Council approved at the Introduction of the ordinance at its June 9th meeting. Since that time, one additional amendment is proposed to better describe the physical boundary of the area to clarify the sidewalks available within the proposed boundary that are available for the proposed seating as part of the proposed Downtown Open Consumption Area Ordinance.

In response to a question from Councilmember Hall about any conflicts between this open container concept and modified premises to add outdoor service, Ms. Safarik advised that there will be two kinds of seating – patio seating for those who have modifications and then seating in the common area under this open concept. There are additional restrictions for those businesses who intend to maintain approved temporary modifications of premises.

Mayor Gates opened the public hearing at 6:14 p.m.

Matt Estrin, Tower 56 Distillery, stated that he is representing a conglomerate of Downtown businesses that came together to provide feedback about this proposal and to encourage this effort. He expressed thanks to staff for its work and to Council for listening to this unique proposal.

Brian Siefried, Lunas Tacos and Tequila and Wing Shack, echoed Matt's thanks of staff. He stated that this is an unusual proposal, but these are unusual times. He estimated that Downtown businesses have lost roughly 500 seats, and this would be a way to serve the community and support Downtown restaurants and other businesses. He noted that the Downtown Development Authority and Chamber Boards are supporting this concept and an online petition garnered 1,000 resident signatures in support. He acknowledged concerns for this proposal, but stressed that they want to work to adapt to address those concerns.

Roger Brindisi, Greeley resident, stated that he is pleased that this is being considered. Downtown Plazas are a jewel for Greeley, and he noted that the streets in Italy have been used in this fashion for many years.

Bianca Fisher, Executive Director of the Downtown Development Authority, stated that the Board wrestled with this proposal noting that it is a big decision, but felt like the Downtown businesses can support this and make it happen. As such, she stated that the Board is in full support for this.

Mitzi, Greeley resident, was present to offer another perspective. She stated that families live here, some have small children, and she is concerned about open containers on the streets where their children live and play, and concerned about residents who will not be able to park and carry groceries to their homes. She pointed out that all businesses have lost business, not just bars and restaurants.

Matt Revette, local Realtor and Downtown property owner, was present and stated that he recalls when Downtown Greeley was “Chernobyl”, and he really wants Council to think about this. He reminded the Council that the last time the Downtown Plazas were closed, it was a disaster.

Shawn Jann, consumer and Greeley resident, shared that if it’s built, people we will come. He stated that the community has been missing out on celebrations and stated that this type of seating will serve consumers well.

Bob Hudson, Greeley resident, thanked staff for its hard work, especially Assistant City Manager Safarik. He pointed out that things are different now, and Downtown is an urban area and a community gathering place. No place is more perfect for a set up like this, he noted.

Tom Grant, Downtown Attorney and Greeley resident, stated that he is confident that everyone will work together to make this concept work.

Aaron Wooten, Greeley resident and Downtown business owner, stated that owners Downtown have indicated that this is their livelihood and they want to make Downtown relevant and vibrant.

Councilmember Fitzsimmons stated that he really listened to the businesses here, but is concerned about parking.

Ms. Safarik stated that staff has been thinking and talking about what flexibility we can offer in terms of relaxing some of the parking restrictions in this area.

Councilmember Clark expressed appreciation for Matt Revette in his investment over the years in the Downtown area and expressed that he does want Downtown to continue to be vibrant and relevant. He also stated that it is good to hear that the Downtown Development Authority is fully supporting this.

Ms. Safarik referenced the handout provided to Council showing the modification to the diagram of the open container boundaries.

Councilmember Hall expressed that he has been skeptical of this concept, but will vote to support it to see if it works.

Councilmember Payton stated that he is very appreciative of the work done here by everyone. He noted that the work done by these businesses to make this work is what flipped the switch for him to support it.

Councilmember Butler moved, seconded by Councilmember Fitzsimmons to amend the ordinance by modifying the diagram and legal description of the open container ordinance.

Councilmember Zasada stated that concerns are not falling on deaf ears and that she is sensitive to concerns expressed by residents and businesses. She commended businesses who came together and noted that she would vote to give it a shot.

Mayor Gates commended everyone involved in this concept noting is creativeness. He noted that staff worked quickly. He agreed that there are valid concerns that have been raised here, and that parking spots are being taken. He assured everyone that this is temporary and will expire September 12, 2020, and if the train comes off the tracks, all necessary steps will be taken to get it back on. He also encouraged everyone to meet regularly to make sure things are working out.

A vote on the amendment was taken and it carried: 7-0

Councilmember Hall moved, seconded by Councilmember Clark to adopt the ordinance as amended and publish it in full. The motion carried: 7-0 (**Ordinance No. 14, 2020**)

7. 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 at any previous meetings, and authorizing the Mayor and City Clerk to sign all such resolutions, agreements, and ordinances

Councilmember Payton moved, seconded by Councilmember Butler to approve the above authorizations, and the motion carried: 7-0

8. Adjournment

There being no further business to come before the Council, Mayor Gates adjourned the meeting at 6:56 p.m.

John Gates, Mayor

Cheryl Aragon, Interim City Clerk

Council Agenda Summary

July 7, 2020

Agenda Item Number 14

Key Staff Contact: Cheryl Aragon, Interim City Clerk, 970-350-9743

Title:

Acceptance of the Report of the June 23, 2020, City Council Worksession

Summary:

A City Council Worksession was held on June 23, 2020, in Council's Chambers located at 1001 11th Avenue.

Decision Options:

1. To accept the Report as presented; or
2. Amend the Report if amendments or corrections are needed, and accept as amended.

Council's Recommended Action:

A motion to accept the Report as presented.

Attachments:

June 23, 2020 Report

City of Greeley, Colorado
COUNCIL WORKSESSION REPORT
 June 23, 2020

1. CALL TO ORDER

The meeting was called to order at 6:00 p.m. by Mayor Gates, in the Council's Chambers at the City Center South Campus, 1001 11th Avenue.

2. PLEDGE OF ALLEGIANCE

Mayor Gates led the Pledge of Allegiance to the American Flag.

3. ROLL CALL

Cheryl Aragon, Interim City Clerk, called the roll. Those present were Mayor John Gates and Councilmembers Tommy Butler, Ed Clark, Michael Fitzsimmons, Dale Hall, Brett Payton and Kristin Zasada.

4. REPORTS FROM MAYOR AND COUNCILMEMBERS

Councilmember Fitzsimmons reported that the NoCo Strong group would be meeting with the Governor the next day and that he would be participating in that meeting.

5. COVID-19 UPDATE

Dan Frazen, Emergency Operations Manager, provide a COVID-19 update noting an increase in cases since the last update. He provided State and County numbers, as well as hospital numbers which are down.

He stated that on July 1st Colorado would enter the Vast Great Outdoors phase.

He reminded the Council that the Bonell facility is closed, but can open if needed at any time, and shared that the Ranch facility is still available with 195 beds if needed.

It was noted that a written report would be provided on June 30th since there is no Council Meeting scheduled for that day.

With regard to the Downtown Recreation Center, Mr. Otto noted that it will come on board in late summer since the pool is down for work right now.

Greeley Area Recovery Fund (GARF)

Ben Snow, Economic Health and Housing Director, reported on and reviewed the GARF Dashboard. He stated that it is going at a pretty steady pace within the program.

Councilmember Zasada inquired about flexibility within this fund, such as to support the purchase or rental of security and tables for the new Downtown open container concept.

Mr. Snow stated that a lot of flexibility has existed within this program from the beginning and that supporting Downtown businesses for their open container concept has some promise.

Monthly Financial Update

Robert Miller, Interim Finance Director, provided a brief review of the Monthly Financial Report. He noted that the crystal ball is cloudy, but staff is watching it closely so that the City can react appropriately.

6. NOVEMBER 2020 TAX RENEWAL INITIATIVES DISCUSSION – SURVEY/POLLING RESULTS AND NEXT STEPS

Paul Fetherston, Assistant City Manager, reported that the Citizen Budget Advisory Committee (CBAC) and staff are recommending two renewals for the 2020 ballot. He stated that during the March 10, 2020, Work Session, the City Council was presented with information regarding potential ballot measures related to renewals of existing tax initiatives as a part of the November 2020 ballot – the Food Tax and the Keep Greeley Moving Tax.

Mr. Fetherston stated that in furtherance of the City Council’s consensus at that time, the City released a Public Polling and Outreach Consultant Services Request for Proposals through which Strategies360 – a Denver based firm – was secured. They surveyed/pollled 500 registered Greeley voters – which was made available via landline, SMS and mobile between May 29th and June 3rd. He noted that a copy of the polling results were included in Council’s packet and that representatives of Strategies 360 were present to discuss results.

Alex Dunn, Strategies360, was present and provided an in-depth review of their work polling and surveying the community. He noted that the work was done in May and June, so the information is very recent and relevant.

He shared that respondents seemed to recognize the need for additional funding for streets, but noted that voters do not seem as supportive of trails and open space and that there is more notable opposition to this over the tax renewals. He added that there appears to be an appetite for continuing existing revenue streams but not new tax measures.

Mr. Fetherston expressed that staff does not want to risk the food tax with the open space question since there does not seem to be enough support for it to pass. He added that staff is also concerned about placing them all on the ballot at the same time and stressed that the City cannot risk the food tax failing.

Councilmember Butler stated that he could support placing both the Keep Greeley Moving tax and the Food Tax on the ballot this year.

Councilmember Clark stated that he would support placing the Food Tax on the ballot this year, and place the Keep Greeley Moving renewal on a different ballot.

Councilmember Payton expressed support for the Keep Greeley Moving renewal in 2021 and the Food Tax Renewal this year.

Consensus was reached by Council to proceed with the Food Tax renewal this year and the Keep Greeley Moving renewal in 2021.

Mr. Fetherston stated that a communication plan will be brought back to Council in July.

7. SCHEDULING OF MEETINGS, OTHER EVENTS

No additional meetings or events were scheduled.

8. ADJOURNMENT

There being no further business to come before the Council, Mayor Gates adjourned the meeting at 7:53 p.m.

Cheryl Aragon, Interim City Clerk

Council Agenda Summary

July 7, 2020

Agenda Item Number 15

Key Staff Contact: Benjamin Snow, Economic Health & Housing Director, 970-350-9384

Title:

Consideration of Amendment 2 to the Citizen Participation Plan

Summary:

Amendments to the Citizen Participation Plan require that a proposed amendment go through the citizen participation process adopted by the City, which includes recommendation by the GURA Board, a public comment period, and approval by City Council. GURA staff proposes and the GURA Board recommends an amendment to the Citizen Participation Plan section on public meetings, which currently read as follows:

1. Citizens Focus Groups or Standing Committees

At the discretion of the GURA Board, focus groups or standing committees may be formed of residents of the Redevelopment District neighborhoods or special populations (persons with disabilities, elderly, etc.) to solicit neighborhood input on the consolidated planning process.

2. Neighborhood meetings

Neighborhood meetings will be held during the formation of the Five-Year Consolidated Plan, and Annual Action Plans. Meetings will be held in locations in the Redevelopment District and may include: Rodarte Cultural Center, Greeley Recreation Center, any of the City Center buildings, the downtown library, the Housing Authority office, and others as needed. When setting meeting locations and times, consideration will be given to convenience for low- moderate-income residents and persons with disabilities.

The COVID-19 pandemic has highlighted that in-person meetings are not always the best means to provide the public with information. Additionally, both citizen focus groups and neighborhood meetings have historically been very poorly attended. Amendment 2 proposes changes to the above section of the Citizen Participation Plan to allow for other means of providing the public with information about, particularly, the annual planning process for CDBG. As noted on the attached Amendment 2 to the Citizen Participation Plan, Amendment 2 will allow for the public to receive information in ways other than in-person meetings, including virtual meetings and/or from the City's webpage. Neither of the public meetings noted are required by regulation.

Fiscal Impact:

Does this item create a fiscal impact on the City of Greeley?	No
If yes, what is the initial, or, onetime impact?	N/A
What is the annual impact?	N/A
What fund of the City will provide Funding?	N/A
What is the source of revenue within the fund?	N/A
Is there grant funding for this item?	N/A
If yes, does this grant require a match?	N/A
Is this grant onetime or ongoing?	N/A
Additional Comments:	

Legal Issues:

None.

Other Issues and Considerations:

None.

Applicable Council Priority and Goal:

Infrastructure & Growth: Establish the capital and human infrastructure to support and maintain a safe, competitive, appealing and successful community.

Decision Options:

1. Approve Amendment 2 to the Citizen Participation Plan as presented; or
2. Amend the proposed Amendment; or
3. Continue consideration of the items to the next regular Council meeting.

Council's Recommended Action:

A motion to accept Amendment 2 to the Citizen Participation Plan.

Attachments:

Amendment 2 to the Citizen Participation Plan

AMENDMENT 2
AMENDED CITIZEN PARTICIPATION PLAN
TO ADDRESS NEIGHBORHOOD MEETINGS DURING ANNUAL PLAN PROCESS
DUE TO COVID-19 PANDEMIC AND SAFE MEETING PRACTICES

Amendment 2 of the Citizen Participation Plan is being adopted due to the COVID-19 pandemic. Amendment 1, adopted previously, adopted reduced time periods for “reasonable notice” and public comment periods. The public will be notified by legal ad in the Greeley Tribune, in English and Spanish, of the five-day public comment period on Amendment 2 to the Citizen Participation Plan. No public hearings are required.

Section E – PUBLIC MEETINGS

The following Subsections of Section E-Public Meetings are amended to read as follows:

E.1. – Citizens Focus Groups or Standing Committees

At the discretion of the GURA Board, focus groups or standing committees may be formed of residents of the Redevelopment District neighborhoods or special population (persons with disabilities, elderly, etc.) to solicit neighborhood input on the consolidated planning process. Due to the COVID-19 pandemic, and to best protect the health and safety of the Greeley residents and City staff, any meeting of a focus group or standing committee may be held virtually in lieu of an in-person meeting. Focus groups/standing committees are not regulatory requirements; the City will make best efforts to convene virtual meetings when in-person meetings are not warranted, but at a minimum, member of any active focus group/standing committee will be provided with Plans, Amendments, etc. for review and comment. Information may be provided via email, mail, or on GURA’s webpage.

E.2. – Neighborhood meetings

Neighborhood meetings are not mandated by CDBG or HOME regulation and will no longer be held during Annual Action Plan formation. Information on CDBG and how the City has utilized the funds historically, the information typically provided at neighborhood meetings, will be available on the GURA website. Staff contacts will be provided. Neighborhood meetings for the Five-Year Strategic Plan will be continued to the extent public health and safety is protected, but will be discontinued if public health and safety could be jeopardized. At a minimum, the GURA website will provide information on the planning process, have drafts of Plans and Reports, and publish contact information for GURA staff able to take public comment and/or answer questions on the Consolidated Planning process.

Council Agenda Summary

July 7, 2020

Agenda Item Number 16

Key Staff Contact: Joel Hemesath, Public Works Director, 970-350-9795

Title:

Consideration of a resolution of the City of Greeley Council authorizing the City to enter into Amendment No.5 of an Intergovernmental Agreement with the Colorado Department of Transportation to update the total funding for construction for the 10th Street access control and roadway improvements project between 23rd Avenue and 35th Avenue

Summary:

The 10th St Access Control Project was awarded Surface Transportation Block Grant (STBG) funding by the North Front Range Metropolitan Planning Council (NFRMPO) in partnership with CDOT in the 2016-2019 Call for Projects. The City of Greeley and CDOT entered into an IGA based on the amount of the original grant award. The project was not fully funded during the original project call, and so additional STBG funding has become available now that can be allocated to the remaining construction activities.

The current phase (phase II) of this project adds improvements at the east and west ends of 10th Street between 23rd Avenue and 35th Avenue similar to the work done in the middle section such as filling in sidewalk gaps and installation of wider detached sidewalks, landscaping, and commercial access consolidation and management. Acquisition of the necessary property rights from 39 parcels is completed and construction began in 2019 and will continue until September, 2020.

The total cost of phase 1 and 2 is \$6,172,617. The breakdown can be found in the table below:

	Total Funding
CDOT	\$3,926,787
<u>Local</u>	<u>\$2,245,830</u>
Total	\$6,172,617

The IGA for this project has been amended in the past due to other additional amounts of money that became available from the State. This amendment reflects again additional project funding as shown below. The IGA amendment does not change the scope or construction schedule of the project.

Fiscal Impact:

Does this item create a fiscal impact on the City of Greeley?	Yes
If yes, what is the initial, or, onetime impact?	\$538,135 federal STBG \$111,865 local match
What is the annual impact?	None

What fund of the City will provide Funding?	General Fund
What is the source of revenue within the fund?	Sales Tax
Is there grant funding for this item?	Yes
If yes, does this grant require a match?	Yes
Is this grant onetime or ongoing?	No
Additional Comments:	The local match and overmatch of \$1.6M for this project was budgeted in 2015.

Legal Issues:

The adoption of a City Resolution is necessary to execute an Intergovernmental Agreement with the State of Colorado. This agreement has been reviewed by the City Attorney's office.

Other Issues and Considerations:

None

Applicable Council Priority and Goal:

Safety: Manage the health, safety and welfare in a way that promotes a sense of security and well-being for residents, businesses and visitors.

Infrastructure & Growth: Establish the capital and human infrastructure to support and maintain a safe, competitive, appealing and successful community.

Decision Options:

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

Council's Recommended Action:

A motion to adopt the Resolution.

Attachments:

Resolution
Amended IGA #5

THE CITY OF GREELEY, COLORADO

RESOLUTION _____, 2020

A RESOLUTION OF THE CITY OF GREELEY COUNCIL AUTHORIZING THE CITY TO ENTER INTO AMENDMENT NO. 5 OF AN INTERGOVERNMENTAL AGREEMENT WITH THE COLORADO DEPARTMENT OF TRANSPORTATION TO UPDATE THE TOTAL FUNDING FOR CONSTRUCTION FOR THE 10TH STREET ACCESS CONTROL AND ROADWAY IMPROVEMENTS PROJECT BETWEEN 23RD AVENUE AND 35TH AVENUE

WHEREAS, in accordance with C.R.S. §29-1-203, governments may cooperate or contract with one another to provide function, service or facility lawfully authorized to each of the cooperating or contracting units of government; and

WHEREAS, the City of Greeley (“the City”) and the Colorado Department of Transportation (“CDOT”) have entered into an agreement for a Phase II project for access control and roadway improvements on 10th Street between 35th Avenue and 23rd Avenue (“the Project”); and

WHEREAS, CDOT is responsible for the general administration and supervision of the performance of projects, including the administration of federal funds pursuant to CDOT’s Stewardship Agreement with the Federal Highway Administration; and

WHEREAS, the State is willing to provide 82.79% of the additional project costs, or Five Hundred Thirty Eight Thousand One Hundred Thirty Five Dollars (\$538,135.00); and

WHEREAS, the City is willing to provide 17.21% of the additional project costs, or One Hundred Eleven Thousand Eight Hundred Sixty Five Dollars (\$111,865.00); and

WHEREAS, the City desires to comply with the applicable requirements for CDOT’s general administration and supervision of the Project through this contract, in order to obtain federal funds; and

WHEREAS, the City is adequately staffed and suitably equipped to undertake and satisfactorily complete some or all of the work on the Project; and

WHEREAS, CDOT and the City believe it will be beneficial to complete the Project to improve traffic movement and safety along the stretch of road on 10th Street from 23rd Avenue to 35th Avenue; and

WHEREAS, it is in the best interest of the citizens of the City for Council to enter into this Agreement.

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

Section 1. The City Council hereby authorizes the City to enter into an Amendment of the Intergovernmental Agreement entitled “State of Colorado Department of Transportation Agreement with City of Greeley,” a copy of which is attached hereto and incorporated herein as Exhibit A.

Section 2. City staff is hereby authorized to make changes and modifications to the Agreement, so long as the substance of the Agreement remains unchanged.

Section 3. This Resolution shall become effective immediately upon its passage, as provided by the Greeley City Charter.

PASSED AND ADOPTED, SIGNED AND APPROVED THIS _____ day of _____, 2020.

ATTEST:

THE CITY OF GREELEY, COLORADO

City Clerk

Mayor

STATE OF COLORADO AMENDMENT

Amendment #: 5

Project #: AQC M570-048 (20389)

SIGNATURE AND COVER PAGE

State Agency Department of Transportation		Amendment Routing Number 20-HA4-XC-03082
Local Agency City of Greeley		Original Agreement Routing Number 15-HA4-ZH-00129
Agreement Maximum Amount	\$4,743,070.00	Agreement Performance Beginning Date The later of the effective date or March 06, 2015
		Initial Agreement expiration date March 05, 2025

THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

Each person signing this Amendment represents and warrants that he or she is duly authorized to execute this Amendment and to bind the Party authorizing his or her signature.

STATE OF COLORADO Jared S. Polis, Governor Department of Transportation Shoshana M. Lew, Executive Director _____ Stephen Harelson, P.E., Chief Engineer Date: _____	
LOCAL AGENCY City of Greeley _____ Signature _____ By: (Print Name and Title) Date: _____	LOCAL AGENCY (2 nd Signature if Necessary) _____ Signature _____ By: (Print Name and Title) Date: _____

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

STATE CONTROLLER Robert Jaros, CPA, MBA, JD By: _____ Department of Transportation Effective Date: _____
--

1) PARTIES

This Amendment (the “Amendment”) to the Original Agreement shown on the Signature and Cover Page for this Amendment (the “Agreement”) is entered into by and between the Local Agency and the State.

2) TERMINOLOGY

Except as specifically modified by this Amendment, all terms used in this Amendment that are defined in the Agreement shall be construed and interpreted in accordance with the Agreement.

3) EFFECTIVE DATE AND ENFORCEABILITY

A. Amendment Effective Date

This Amendment shall not be valid or enforceable until the Amendment Effective Date shown on the Signature and Cover Page for this Amendment. The State shall not be bound by any provision of this Amendment before that Amendment Effective Date, and shall have no obligation to pay the Local Agency for any Work performed or expense incurred under this Amendment either before or after the Amendment term shown in **§3.B** of this Amendment

B. Amendment Term

The Parties’ respective performances under this Amendment and the changes to the Agreement contained herein shall commence on the Amendment Effective Date shown on the Signature and Cover Page for this Amendment and shall terminate on the termination of the Agreement.

4) PURPOSE

The design and construction of roadway and pedestrian Phase II improvements along 10th Street in Greeley, Colorado. There are multiple funding sources.

5) MODIFICATIONS

- a) Increase Total Budgeted Funds of \$4,093,070.00 by \$650,000.00 to a new Total Budgeted Funds of \$4,743,070.00;
- b) Increase Federal Funds of \$3,388,652.00 by \$538,135.00 to a new Federal Funds of \$3,926,787.00;
- c) Increase Local Agency Matching Funds of \$704,418.00 by \$111,865.00 to a new Local Agency Matching Funds of \$816,283.00;
- d) Replace Exhibit C-5 with C-6 which is attached hereto.

6) LIMITS OF EFFECT

This Amendment is incorporated by reference into the Agreement, and the Agreement and all prior amendments or other modifications to the Agreement, if any, remain in full force and effect except as specifically modified in this Amendment. Except for the Special Provisions contained in the Agreement, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Agreement or any prior modification to the Agreement, the provisions of this Amendment shall in all respects supersede, govern, and control. The provisions of this Amendment shall only supersede, govern, and control over the Special Provisions contained in the Agreement to the extent that this Amendment specifically modifies those Special Provisions.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

EXHIBIT C-6 – FUNDING PROVISIONS

AQC M570-048 (20389)

A. Cost of Work Estimate

The Local Agency has estimated the total cost the Work to be \$4,743,070.00, which is to be funded as follows:

1. BUDGETED FUNDS				
a. Federal Funds				
	(82.79% of Participating Costs – AQC)			\$710,000.00
	(82.79% of Participating Costs – STP)			\$1,340,877.00
	(82.79% of Participating Costs – STU)			\$1,498,000.00
	(82.79% of Participating Costs Rolled from 18402)			\$377,910.00
b. Local Agency Matching Funds				
	(17.21% of Participating Costs)			\$737,724.00
	(17.21% of Participating Costs Rolled from 18402)			\$78,559.00
TOTAL BUDGETED FUNDS				\$4,743,070.00
2. OMB UNIFORM GUIDANCE				
a. Federal Award Identification Number (FAIN):				TBD
b. Federal Award Date (also Phase Performance Start Date):				See Below
c. Amount of Federal Funds Obligated:				\$3,388,652.00
d. Total Amount of Federal Award:				\$3,926,787.00
e. Name of Federal Awarding Agency:				FHWA
f. CFDA Number – Highway Planning and Construction				CFDA 20.205
g. Is the Award for R&D?				No
h. Indirect Cost Rate (if applicable)				N/A
3. ESTIMATED PAYMENT TO LOCAL AGENCY				
a. Federal Funds Budgeted				\$3,926,787.00
b. Less Estimated Federal Share of CDOT-Incurred Costs				\$0.00
TOTAL ESTIMATED PAYMENT TO LOCAL AGENCY				\$3,926,787.00
4. FOR CDOT ENCUMBRANCE PURPOSES				
a. Total Encumbrance Amount				\$4,743,070.00
b. Less ROW Acquisition 3111 and/or ROW Relocation 3109				\$0.00
Net to be encumbered as follows:				\$4,743,070.00
<i>Note – Not all of the Construction phase funds are currently. An additional \$650,000.00 of Construction funds will be encumbered in the future by either an Option Letter or Amendment.</i>				
WBS Element 20389.10.30	Performance Period Start*/End Date 12/16/2014 – 07/31/2018	Design	3020	\$1,009,676.00
WBS Element 20389.10.10	Performance Period Start*/End Date 04/06/2017 – 07/31/2018	ROW	3114	\$247,947.00
WBS Element 20389.20.10	Performance Period Start*/End Date 02/01/2019 – 03/31/2021	Const.	3301	\$2,835,446.00

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

B. Matching Funds

The matching ratio for the federal participating funds for this Work is 82.79% federal-aid funds to 17.21% Local Agency funds, it being understood that such ratio applies only to the \$4,743,070.00 that is eligible for federal participation, it being further understood that all non-participating costs are borne by the Local Agency at 100%. If the total participating cost of performance of the Work exceeds \$4,743,070.00, and additional federal funds are made available for the Work, the Local Agency shall pay 17.21% of all such costs eligible for federal participation and 100% of all non-participating costs; if additional federal funds are not made available, the Local Agency shall pay all such excess costs. If the total participating cost of performance of the Work is less than \$4,743,070.00, then the amounts of Local Agency and federal-aid funds will be decreased in accordance with the funding ratio described herein. The performance of the Work shall be at no cost to the State.

C. Maximum Amount Payable

The maximum amount payable to the Local Agency under this Agreement shall be \$3,926,787.00 (For CDOT accounting purposes, the federal funds of \$3,926,787.00 and the Local Agency matching funds of \$816,283.00 will be encumbered for a total encumbrance of \$4,743,070.00), unless such amount is increased by an appropriate written modification to this Agreement executed before any increased cost is incurred. It is understood and agreed by the parties hereto that the total cost of the Work stated hereinbefore is the best estimate available, based on the design data as approved at the time of execution of this Agreement, and that such cost is subject to revisions (in accord with the procedure in the previous sentence) agreeable to the parties prior to bid and award.

The maximum amount payable shall be reduced without amendment when the actual amount of the Local Agency's awarded contract is less than the budgeted total of the federal participating funds and the Local Agency matching funds. The maximum amount payable shall be reduced through the execution of an Option Letter as described in Section 7. A. of this contract.

D. Single Audit Act Amendment

All state and local government and non-profit organizations receiving more than \$750,000 from all funding sources defined as federal financial assistance for Single Audit Act Amendment purposes shall comply with the audit requirements of 2 CFR part 200, subpart F (Audit Requirements) see also, 49 C.F.R. 18.20 through 18.26. The Single Audit Act Amendment requirements applicable to the Local Agency receiving federal funds are as follows:

- i. Expenditure less than \$750,000
If the Local Agency expends less than \$750,000 in Federal funds (all federal sources, not just Highway funds) in its fiscal year then this requirement does not apply.
- ii. Expenditure of \$750,000 or more-Highway Funds Only
If the Local Agency expends \$750,000 or more, in Federal funds, but only received federal Highway funds (Catalog of Federal Domestic Assistance, CFDA 20.205) then a program specific audit shall be performed. This audit will examine the "financial" procedures and processes for this program area.
- iii. Expenditure of \$750,000 or more-Multiple Funding Sources
If the Local Agency expends \$750,000 or more in Federal funds, and the Federal funds are from multiple sources (FTA, HUD, NPS, etc.) then the Single Audit Act applies, which is an audit on the entire organization/entity.
- iv. Independent CPA
Single Audit shall only be conducted by an independent CPA, not by an auditor on staff. An audit is an allowable direct or indirect cost.

Council Agenda Summary

July 7, 2020

Agenda Item Number 17

Key Staff Contact: Joel Hemesath, Public Works Director, 970-350-9795

Title:

Consideration of a resolution of the City of Greeley Council authoring the City to enter into an Intergovernmental Agreement with the City of Evans for a roadway improvement project on 47th Avenue

Summary:

The City of Evans has obtained a Local Agency Grant for road improvements for 47th Avenue from 37th Street to the City of Greeley. The City of Evans project will widen 47th Avenue from an existing 2-lane road to a 4-lane arterial roadway. 47th Avenue within Greeley is primarily a 4-lane arterial roadway with the exception of a short length between 31st Street and the City Limits where it narrows down to two lanes to match the existing 47th Avenue road in the City of Evans. The City of Evans has been the project manager for this work and has worked with a design consultant at no cost to the City of Greeley for a final design. The City of Evans will also be responsible for the documentation necessary for the CDOT grant. The City of Greeley will be responsible for the cost of construction within the city limits.

The total cost of the project is \$3,965,410. The City of Greeley's share for just over 500 feet of road widening is \$214,822.50. The project is planned to start in July and be completed in June of 2021 and assumes a winter shutdown.

Fiscal Impact:

Does this item create a fiscal impact on the City of Greeley?	Yes
If yes, what is the initial, or, onetime impact?	\$214,822.50
What is the annual impact?	N/A
What fund of the City will provide Funding?	312 Road Development
What is the source of revenue within the fund?	Development Impact Fees
Is there grant funding for this item?	No
If yes, does this grant require a match?	
Is this grant onetime or ongoing?	
Additional Comments:	City of Greeley's portion is already budgeted in the 2020 budget.

Legal Issues:

The adoption of a City Resolution is necessary to execute an Intergovernmental Agreement with the City of Evans. This agreement has been reviewed by the City Attorney's office.

Other Issues and Considerations:

The City of Evans received a grant for this work and will be responsible for executing the grant requirements

Applicable Council Priority and Goal:

Infrastructure & Growth: Establish the capital and human infrastructure to support and maintain a safe, competitive, appealing and successful community.

Decision Options:

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

Council's Recommended Action:

A motion to adopt the Resolution.

Attachments:

Resolution
IGA

THE CITY OF GREELEY, COLORADO

RESOLUTION _____, 2020

A RESOLUTION OF THE CITY OF GREELEY CITY COUNCIL AUTHORIZING THE CITY TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF EVANS FOR THE WIDENING OF 47TH AVENUE FROM 31ST STREET TO 37TH STREET.

WHEREAS, in accordance with C.R.S. §29-1-201 and §29-1-203, governments entities are permitted and encouraged to make the most efficient and effective use of their powers and responsibilities by cooperating and contracting with other units of government for funding and services lawfully authorized by each other; and

WHEREAS, the City of Greeley and the City of Evans each have jurisdiction of portions of 47th Avenue at the City Limits; and

WHEREAS, both the City of Greeley and the City of Evans believe that road improvements to 47th Avenue in their respective jurisdiction are necessary and appropriate, and

WHEREAS, the City of Evans has received grant funding for the project, and

WHEREAS, both parties herein desire to enter into an Intergovernmental Agreement for the purpose of defining their respective roles and responsibilities regarding the completion of the road improvements to 47th Avenue, and

WHEREAS, the City is adequately staffed and suitably equipped to undertake and satisfactorily complete some or all of the work on the Project; and

WHEREAS, it is in the best interests of the citizens of the City of Greeley to enter into this Intergovernmental Agreement which will result in cost savings to the City with respect to improvements to 47th Avenue.

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

Section 1. The City Council hereby authorizes the City to enter into the IGA, a copy of which is attached hereto and incorporated herein as Exhibit A.

Section 2. City staff is hereby authorized to make changes and modifications to the IGA, so long as the substance of the IGA remains unchanged.

Section 3. This Resolution shall become effective immediately upon its passage, as provided by the Greeley Charter.

PASSED AND ADOPTED, SIGNED AND APPROVED THIS _____ day of

_____, 2020.

ATTEST:

THE CITY OF GREELEY, COLORADO

City Clerk

Mayor

EXHIBIT A

INTERGOVERNMENTAL AGREEMENT
FOR 47TH AVENUE ROAD IMPROVEMENTS

THIS INTERGOVERNMENTAL AGREEMENT is made and entered into this _____ day of _____, 2020, by and between the City of Greeley, Colorado (hereinafter referred to as "Greeley,"), with offices located at 1000 10th Street, Greeley, Colorado 80631, and the City of Evans, Colorado (hereinafter referred to as "Evans"), with offices located at 1100 37th Street 1h Street, Evans, Colorado 80620, for construction widening of a portion of 47th Avenue as a major arterial street between US 34 and 37th Street.

WITNESSETH:

WHEREAS, Greeley and Evans each have jurisdiction of portions of **47th Avenue** as depicted on Exhibit C; which is attached hereto and incorporated herein by this reference: and,

WHEREAS, the parties desire to jointly enter into the Scope of Work as shown on Exhibit A which is attached hereto and incorporated herein by this reference (hereafter referred to as the "Project"); and

WHEREAS, each party wishes to make road improvements to **47th Avenue** in their respective jurisdiction and share the costs of improvements on **47th Avenue** from approximately **37th Street in Evans**; and approximately **31th Street in Greeley**

WHEREAS, both parties hereto desire to enter into this Agreement for the purpose of defining their respective roles and responsibilities regarding the completion of this Project; and

WHEREAS, both parties are authorized to enter into this Agreement by C.R.S. § 29-1-203 and Colorado Constitution Article XIV § 18(2)(1), for the purpose of achieving greater efficiencies for the provision of services to the public.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS CONTAINED HEREIN, THE ADEQUACY OF WHICH IS ACKNOWLEDGED BY AND BETWEEN THE PARTIES, THE PARTIES AGREE AS FOLLOWS:

MAXIMUM ESTIMATED COSTS AND PAYMENT PARTY FOR THE PROJECT. This is a joint project between Greeley and Evans for the construction of a major arterial street. Evans will be coordinating the final design. The Project limits between Greeley and Evans are from the City Limits south to 37th Street for the City of Evans and from the City Limits north to 31st Street for the City of Greeley.

The maximum estimated cost to each party for the Project, as specifically detailed on IGA, is as follows:

City of Greeley Costs:	\$ 214,822.50
City of Evans Costs:	<u>\$3,561,758.50</u>
Total Project Costs:	<u>\$ 3,776,581.00</u>

It is understood and agreed by both parties hereto that the total cost of the project stated herein is the best estimate available pre-bid and pre-award, and such cost is subject to revisions based upon the actual costs for the items established at a later date.

Greeley agrees to pay \$ **214,822.50** to Evans as Greeley’s entire financial contribution to the Project upon approval and signing of this Agreement by both parties. All costs for the Project in excess of the \$ **214,822.50** paid by Greeley shall be the responsibility of Evans.

Subject to the approval of the invoice by Evans, which approval will not be unreasonably withheld, Greeley shall reimburse Evans within thirty (30) days of receipt of each invoice.

PROJECT SCHEDULE. Evans will coordinate the project design schedule as specified in Exhibit B which is attached hereto and incorporated herein by this reference.

AMOUNT CONTINGENT UPON APPROPRIATION OF FUNDS. This Agreement is contingent upon all funds designated for the Project herein being made available from Greeley and Evans. Should these sources fail to provide necessary funds as agreed upon herein, the contract may be terminated by either party upon written notice being delivered to the other party.

ROADWAY STANDARDS. The Parties agree that the entire roadway shall meet or exceed City of Evans Standards provided that the northern 365'+/- of the project is intended to meet or exceed City of Greeley roadway standards as well.

JOINT RESPONSIBILITIES. The Parties shall be jointly responsible for the review of the final design.

ENTIRE AGREEMENT. This writing, together with the exhibits hereto, constitutes the entire Agreement between the parties hereto with respect to the subject matter herein, and shall be binding upon said parties, their officers, employees, agents and assigns and shall inure to the benefit of the respective survivors, heirs, personal representatives, successors and assigns of said parties.

PRESERVATION OF IMMUNITY. Nothing in this agreement shall be construed as a waiver of immunity provided by common law or by state statute, including the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 et. seq., and further shall not be deemed as an assumption of any duty with respect to any non-party to this Agreement.

NO THIRD-PARTY BENEFICIARY ENFORCEMENT. It is expressly understood and agreed that the enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the undersigned parties.

Nothing in this Agreement shall give or allow any claim or right of action whatsoever by any other person not included in the Agreement. It is the express intention of the undersigned parties that any entity other than the undersigned parties receiving services or benefits under this Agreement shall be incidental beneficiary only.

MODIFICATION AND BREACH. This Intergovernmental Agreement contains the entire agreement and understanding between the parties to this and supersedes any other Intergovernmental Agreements concerning the subject matter of this transaction, whether oral or written. No modification, amendment, notation, renewal, or other alteration of or to this Intergovernmental Agreement shall be deemed valid or of any force or effect whatsoever, unless mutually agreed upon in writing by the undersigned parties. No breach of any term, provision, or clause of this Intergovernmental Agreement shall be deemed waived or excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party hereto, or waiver of, a breach by any other party, whether express or implied, shall not constitute a consent to, waiver of, or excuse for any other different or subsequent breach.

REMEDIES. This Agreement shall be governed by the laws of the State of Colorado. Any and all legal action necessary to enforce the Agreement will be held in Weld County, Colorado. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise, including but not limited to specific performance. 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 attorneys' fees and costs.

NOTICES. All notices required herein shall be mailed via First Class Mail to the parties' representatives at the addresses set forth below:

CITY OF GREELEY:
Tom Hellen, P.E., City Engineer
City of Greeley, Public Works Dept.
1001 9th Avenue
Greeley, CO 80631
Phone: (970) 350-9792
Tom.Hellen@greeleygov.com

CITY OF EVANS:
Mark Oberschmidt, P.E. City Engineer
City of Evans, Engineering Dept.
1100 37th Street
Evans, CO 80620-2036
Phone: (970) 475-1110
moberschmidt@evanscolorado.gov

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF GREELEY, COLORADO

CITY OF EVANS, COLORADO

By: _____
Mayor

By: _____
Mayor

ATTEST:

ATTEST:

By: _____
City Clerk

By: _____
City Clerk

APPROVED AS TO LEGAL FORM:

APPROVED AS TO LEGAL FORM:

By: _____
City Attorney, Greeley

By: _____
City Attorney, Evans

APPROVED AS TO SUBSTANCE:

APPROVED AS TO SUBSTANCE:

By: _____
City Manager, Greeley

By: _____
City Manager, Evans

AVAILABILITY OF FUNDS:

By: _____
Director of Finance

Exhibit A – Scope of Work

Exhibit B – Project Schedule

Exhibit C – Project Jurisdictional Limits

Exhibit A – 47th Avenue Scope of Work

The City of Evans along with the City of Greeley plans to widen 47th Avenue and existing 2-lane road to a 4-lane arterial roadway from just north of the the Evans City line south to 37th Street. Construction will take place in two phases: 1) installation of utilities under and beside the current road in 2020, followed by 2) construction of the expanded roadway in 2021.

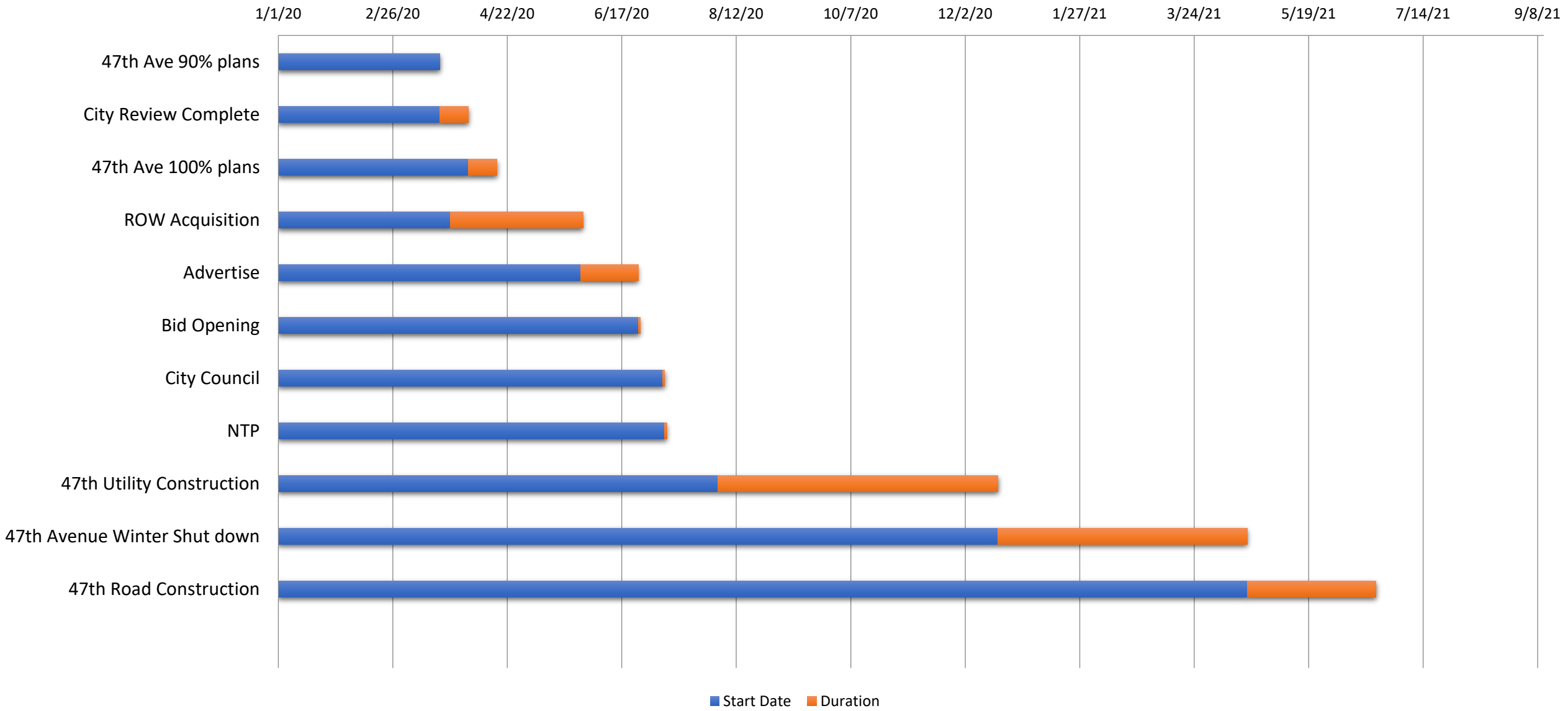
Relocating XCEL transmission poles on the east side out of the proposed curb line is expected to take some time this year along with installing a new storm sewer on the west side the road to convey stormwater through a new water quality pond and then into Arrowhead Lake. The storm sewer will relieve some of the flooding issues that occur in the 47th Avenue/37th Street intersection. Evans is working in conjunction with Greeley to have a consistent road cross-section from 29th Street in Greeley to 37th Street in Evans.

Additional work on the road will include some dry utility relocation to accommodate the new road along with landscaping, irrigation and street light installation.

47th Avenue Construction Schedule				
Task	Start Date	Duration (days)	End Date	Work Days
47th Ave 90% plans	Friday, March 20, 2020		Friday, March 20, 2020	0
City Review Complete	Friday, March 20, 2020	14	Friday, April 3, 2020	10
47th Ave 100% plans	Friday, April 3, 2020	14	Friday, April 17, 2020	10
ROW Acquisition	Wednesday, March 25, 2020	65	Friday, May 29, 2020	46
Advertise	Thursday, May 28, 2020	28	Thursday, June 25, 2020	20
Bid Opening	Thursday, June 25, 2020	1	Friday, June 26, 2020	1
City Council	Tuesday, July 7, 2020	1	Wednesday, July 8, 2020	1
NTP	Wednesday, July 8, 2020	1	Thursday, July 9, 2020	1
47th Utility Construction	Monday, August 3, 2020	137	Friday, December 18, 2020	95
47th Avenue Winter Shut down	Friday, December 18, 2020	122	Monday, April 19, 2021	82
47th Road Construction	Monday, April 19, 2021	63	Monday, June 21, 2021	45
				140

V:\Engineering & CAD\Projects\Capital Improvements 2019\2019 CIP Projects\37th Street & 47th Ave Widening\Management\[47th Avenue Prelim Schedule.xlsx]47th Ave

47th Ave Design / Bid / Construction Schedule





Greeley Approximate Length: 550'

Evans Approximate Length: 2750'





-  City of Greeley
-  City of Evans

Exhibit C

Council Agenda Summary

July 7, 2020

Agenda Item Number 18

Key Staff Contact: Joel Hemesath, Public Works Director, 970-350-9795

Title:

Consideration of a resolution of the City of Greeley authorizing the City to enter into an Intergovernmental Agreement between the City of Greeley and the Colorado Department of Transportation for design of a interchange at Highway 34 Bypass and 35th Avenue

Summary:

The City as a part of the Imagine Greeley sales tax initiative in 2018 identified a project at 35th Avenue and Highway 34 Bypass to contribute \$15,000,000 towards half of the cost of an estimated \$30,000,000 interchange. In the Fall of 2019 CDOT secured a consultant to begin design of a grade separated interchange at 35th Avenue and Highway 34 Bypass. CDOT is partnering with City on the design and cost sharing costs of the 30% design of the interchange. Once the 30% plans are complete a design build project will be put out to finalize design, and if funding is available from CDOT, continue into construction. Complete design of the interchange is schedule to be done April 2022. This resolution will authorize the IGA for design partnership with CDOT.

Fiscal Impact:

Does this item create a fiscal impact on the City of Greeley?	Yes
If yes, what is the initial, or, onetime impact?	\$750,000
What is the annual impact?	Onetime
What fund of the City will provide Funding?	Imagine Greeley (318)
What is the source of revenue within the fund?	Sales tax
Is there grant funding for this item?	No
If yes, does this grant require a match?	
Is this grant onetime or ongoing?	
Additional Comments:	\$750,000 was approved as a part of the 2020 budget

Legal Issues:

None. This item has been reviewed by the City Attorney's Office

Other Issues and Considerations:

None

Applicable Council Priority and Goal:

Infrastructure & Growth: Establish the capital and human infrastructure to support and maintain a safe, competitive, appealing and successful community.

Decision Options:

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

Council's Recommended Action:

A motion to adopt the Resolution.

Attachments:

Resolution

IGA

**THE CITY OF GREELEY, COLORADO
RESOLUTION NO. _____, 2020**

**A RESOLUTION OF THE CITY OF GREELEY AUTHORIZING THE CITY TO
ENTER INTO AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY
OF GREELEY AND THE COLORADO DEPARTMENT OF TRANSPORTATION FOR
DESIGN OF AN INTERCHANGE AT HIGHWAY 34 BYPASS AND 35TH AVENUE**

WHEREAS, in accordance with C.R.S. §29-1-203, governments may cooperate or contract with one another to provide any function, service, or facility lawfully authorized to each of the cooperating or contracting units of government; and

WHEREAS, Section 43-2-102 and 103, C.R.S require the State to maintain state highways (including where such highways extend through a city or an incorporated town), and 43-2-135 describes certain specific responsibilities of the State and affected local entities (respectively) with respect to state highways that are also part of a local street system; and

WHEREAS, the City of Greeley (“City”) and the Colorado Department of Transportation (“CDOT”) desire to work cooperative on the design of an interchange project at the intersection of Highway 34 Bypass and 35th Avenue (“Project”); and

WHEREAS, CDOT and the City believe it will be beneficial to complete the Project to improve traffic movement and safety at said intersection; and

WHEREAS, The City as well as CDOT has estimated the contribution and is prepared to provide the funding required for their contributions toward the Project;

WHEREAS, as a part of the Imagine Greeley sales tax initiative in 2018 funding for design and contributions toward construction of an interchange at 35th Avenue were approved by voters; and

WHEREAS, The City will contribute an estimated \$750,000.00 towards the design of the Project; and

WHEREAS, CDOT will be the lead on the Project and the City will reimburse the CDOT for incurred design costs relative to the Project following the City’s review and approval of such charges; and

WHEREAS, authority exists in the law and funds have been budgeted, appropriated and otherwise made available;

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

Section 1. The City Council hereby authorizes the City to enter into an

intergovernmental agreement, a copy of which is attached hereto and incorporated herein as Exhibit A.

Section 2. City staff is hereby authorized to make changes and modifications to the IGA, so long as the substance of the IGA remains unchanged.

Section 3. This Resolution becomes effective immediately upon its passage as provided by the Greeley City Charter.

PASSED AND ADOPTED, SIGNED, APPROVED AND IN EFFECT THIS _____ day of _____, 2020.

THE CITY OF GREELEY, COLORADO

By: _____

Mayor

ATTEST:

City Clerk

(Local \$CDOTWRK)
PROJECT: C 0341-103 (23011)

REGION: 4 (jh)

CONTRACT

THIS CONTRACT, executed this ____ day of _____, _____ by and between the State of Colorado, for the use and benefit of the Colorado Department of Transportation (“State” or “CDOT”) and City of Greeley, 1001 9th Avenue, Greeley, Colorado, 80631, CDOT Vendor #: 0002000028 (“Local Agency”), and the State and the Local Agency together shall be referred to as the “Parties.”

RECITALS

1. Authority exists in the law and funds have been budgeted, appropriated and otherwise made available and a sufficient uncommitted balance thereof remains available for payment of project and Local Agency costs in Fund Number 400, Function 3020, GL Acct. 4511000010, WBS Element or Cost Center N/A, (Contract Encumbrance Amount: \$0.00).
2. Required approval, clearance and coordination have been accomplished from and with appropriate agencies..
3. Section 43-2-102 and 103, C.R.S require the State to maintain state highways (including where such highways extend through a city or an incorporated town), and 43-2-135 describes certain specific responsibilities of the State and affected local entities (respectively) with respect to state highways that are also part of a local street system;
4. The Local Agency has estimated the contribution and is prepared to provide the funding required for their contribution toward the Project, as evidenced by an appropriate ordinance or resolution duly passed and adopted by the authorized representatives of the Local Agency, which expressly authorizes the Local Agency to enter into this agreement and to expend its funds for the Contribution.
5. The Local Agency has funds available and desires to provide 100% of the funding for the Work.
6. This contract is executed under the authority of §§ 29-1-203, 43-1-110; 43-1-116, 43-2-101(4)(c) and 43-2-144, C.R.S.
7. The parties hereto desire to agree upon the division of responsibilities with regard to the project.

THE PARTIES NOW AGREE THAT:

Section 1. Scope of Work

The work under this Contract shall consist of US34 and 35th Avenue Interchange, and the Local Agency shall provide their Contribution toward the Project, in Greeley, Colorado, as more specifically described in **Exhibit A**.

Section 2. Order of Precedence

In the event of conflicts or inconsistencies between this Contract and its exhibits, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

1. This Contract
2. **Exhibit A** (Scope of Work)
3. Other Exhibits in descending order of their attachment. (if any)

Section 3. Term

This contract shall be effective upon approval of the State Controller or designee, and shall terminate on May 8, 2030, unless sooner terminated or unless performance is extended in accordance with this Contract.

Section 4. Project Funding Provisions

- A. The Local Agency has estimated the total cost of the Contribution and is prepared to provide its funding, as evidenced by an the signing of this Contract, which expressly authorizes the Local Agency the authority to expend its Contribution toward the Project.
- B. The contribution is estimated to be \$750,000.00.
- C. **The maximum amount payable by the Local Agency under this contract shall be \$750,000.00** unless such amount is increased by an appropriate written modification to this contract executed by the Parties hereto before any increased cost is incurred
- D. The Parties hereto agree that this contract is contingent upon all funds designated for the project herein being made available from state sources, as applicable. Should these sources fail to provide necessary funds as agreed upon herein, the contract may be terminated by either party, provided that any party terminating its interest and obligations herein shall not be relieved of any obligations which existed prior to the effective date of such termination or which may occur as a result of such termination..

Section 5. Project Payment Provisions

- A. The Local Agency will reimburse the State for incurred costs relative to the project following the Local Agency's review and approval of such charges, subject to the terms and conditions of this agreement.
- B. If the Local Agency is to be billed for CDOT incurred costs, the billing procedure shall be as follows:
 - 1. Upon receipt of each bill from the State, the Local Agency will remit to the State the amount billed no later than 60 days after receipt of each bill. Should the Local Agency fail to pay moneys due the State within 60 days of demand or within such other period as may be agreed between the parties hereto, the Local Agency agrees that, at the request of the State, the State Treasurer may withhold an equal amount from future apportionment due the Local Agency from the Highway Users Tax Fund and to pay such funds directly to the State. Interim funds, until the State is reimbursed, shall be payable from the State Highway Supplementary Fund (400).
 - 2. If the Local Agency fails to make timely payment to the State as required by this section (within 60 days after the date of each bill), the Local Agency shall pay interest to the State at a rate of one percent per month on the amount of the payment which was not made in a timely manner, until the billing is paid in full. The interest shall accrue for the period from the required payment date to the date on which payment is made.
- C. The State will prepare and submit to the Local Agency, no more than monthly, charges for costs incurred relative to the project. The State's invoices shall include a description of the amounts of services performed, the dates of performance and the amounts and description of reimbursable expenses. The invoices will be prepared in accordance with the State's standard policies, procedures and standardized billing format.

Section 6. State and Local Agency Commitments

The Scope of Work (**Exhibit A**) describes the work to be performed.

- A. Design [if applicable]
 - 1. If the work includes preliminary design or final design (the "Construction Plans"), or design work sheets, or special provisions and estimates (collectively referred to as the "Plans"), the State shall comply with the following requirements, as applicable:
 - a. perform or provide the Plans, to the extent required by the nature of the work.
 - b. prepare final design (Construction Plans) in accord with the requirements of the latest edition of the American Association of State Highway Transportation Officials (AASHTO) manual or other standard, such as the Uniform Building Code, as approved by CDOT.
 - c. prepare special provisions and estimates in accord with the State's Roadway and Bridge Design Manuals and Standard Specifications for Road and Bridge Construction.
 - d. include details of any required detours in the Plans, in order to prevent any interference of the construction work and to protect the traveling public.
 - e. stamp the Plans produced by a Colorado Registered Professional Engineer.
 - f. provide final assembly of Plans and contract documents.
 - g. be responsible for the Plans being accurate and complete.

- h. make no further changes in the Plans following the award of the construction contract except by agreement in writing between the parties. The Plans shall be considered final when approved and accepted by the parties hereto, and when final they shall be deemed incorporated herein.

B. Construction [if applicable]

1. If the work includes construction, the State shall perform the construction in accordance with the approved design plans and/or administer the construction all in accord with the Scope of Work (**Exhibit A**). Such administration shall include project inspection and testing; approving sources of materials; performing required plant and shop inspections; documentation of contract payments, testing and inspection activities; preparing and approving pay estimates; preparing, approving and securing the funding for contract modification orders and minor contract revisions; processing contractor claims; construction supervision; and meeting the Quality Control requirements of the FHWA/CDOT Stewardship Agreement.
2. Subject to Section 5, if the State is the responsible party:
 - a. it shall appoint a qualified professional engineer, licensed in the State of Colorado, as the State Agency Project Engineer (SAPE), to perform that administration. The SAPE shall administer the project in accordance with this agreement, the requirements of the construction contract and applicable State procedures.
 - b. if bids are to be let for the construction of the project, the State shall, in conjunction with the Local Agency, advertise the call for bids and upon concurrence by the Local Agency will award the construction contract(s) to the low responsive, responsible bidder(s).
 - (1) in advertising and awarding the bid for the construction of a federal-aid project, the State shall comply with applicable requirements of 23 USC § 112 and 23 CFR Parts 633 and 635 and C.R.S. § 24-92-101 et seq. Those requirements include, without limitation, that the State/contractor shall incorporate Form 1273 in its entirety verbatim into any subcontract(s) for those services as terms and conditions therefore, as required by 23 CFR 633.102(e).
 - (2) the Local Agency has the option to concur or not concur in the proposal of the apparent low bidder for work on which competitive bids have been received. The Local Agency must declare its concurrence or non-concurrence within 3 working days after said bids are publicly opened.
 - (3) by indicating its concurrence of such award in writing, the Local Agency, acting by or through its duly authorized representatives, agrees to provide additional funds, subject to their availability and appropriation for that purpose, if required to complete the work under this project if no additional federal-aid funds will be made available for the project.
 - c. If all or part of the construction work is to be accomplished by State personnel (i.e. by force account), rather than by a competitive bidding process, the State will ensure that all such force account work is accomplished in accordance with the pertinent State specifications and requirements with 23 CFR 635, Subpart B, Force Account Construction.

Section 7. ROW Acquisition and Relocation

If the Project includes right of way, prior to this project being advertised for bids, the State will certify in writing that all right of way has been acquired in accordance with the applicable state and federal regulations, or that no additional right of way is required.

Any acquisition/relocation activities must comply with: all applicable federal and state statutes and regulations, including but not limited to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended (P.L. 91-646) and the Uniform Relocation Assistance and Real Property Acquisition Policies for Federal and Federally Assisted Programs as amended (49 CFR Part 24); CDOT's Right of Way Manual; and CDOT's Policy and Procedural Directives.

Allocation of Responsibilities are as follows:

- Federal participation in right of way acquisition (3111 charges), relocation (3109 charges) activities, if any, and right of way incidentals (expenses incidental to acquisition/relocation of right of way – 3114 charges);
- Federal participation in right of way acquisition (3111 charges), relocation (3109 charges) but no participation in incidental expenses (3114 charges); or
- No federal participation in right of way acquisition (3111 charges) and relocation activities (3109 expenses).

Regardless of the option selected above, the State retains oversight responsibilities. The Local Agency's and the State's responsibilities for each option is specifically set forth in CDOT's Right of Way Manual. The manual is located at <http://www.coloradodot.info/business/manuals/right-of-way>.

If right of way is purchased for a state highway, including areas of influence of the state highway, the local agency shall immediately convey title to such right of way to CDOT after the Local Agency obtains title.

Section 8. Utilities

If necessary, the State will be responsible for obtaining the proper clearance or approval from any utility company, which may become involved in this Project. Prior to this Project being advertised for bids, the responsible party will certify in writing that all such clearances have been obtained.

Section 9. Railroads

In the event the Project involves modification of a railroad company's facilities whereby the work is to be accomplished by railroad company forces, the State shall make timely application to the Public Utilities Commission requesting its order providing for the installation of the proposed improvements and not proceed with that part of the work without compliance. The State shall also establish contact with the railroad company involved for the purpose of complying with applicable provisions of 23 CFR 646, subpart B, concerning federal-aid projects involving railroad facilities, including:

1. Executing an agreement setting out what work is to be accomplished and the location(s) thereof, and that the costs of the improvement shall be eligible for federal participation.
2. Obtaining the railroad's detailed estimate of the cost of the work.
3. Establishing future maintenance responsibilities for the proposed installation.
4. Prescribing future use or dispositions of the proposed improvements in the event of abandonment or elimination of a grade crossing.
5. Establishing future repair and/or replacement responsibilities in the event of accidental destruction or damage to the installation.

Section 10. Environmental Obligations

The State shall perform all work in accordance with the requirements of the current federal and state environmental regulations including the National Environmental Policy Act of 1969 (NEPA) as applicable.

Section 11. Maintenance Obligations

The State will maintain and operate the improvements constructed under this agreement at its own cost and expense during their useful life, in a manner satisfactory to the State and FHWA. The State will make proper provisions for such maintenance obligations each year. Such maintenance and operations shall be conducted in accordance with all applicable statutes, ordinances and regulations. The State and FHWA will make periodic inspections of the project to verify that such improvements are being adequately maintained.

Section 12. Record Keeping

The State shall maintain a complete file of all records, documents, communications, and other written materials, which pertain to the costs incurred under this agreement. The State shall maintain such records for a period of three (3) years after the date of termination of this agreement or final payment hereunder, whichever is later, or for such further period as may be necessary to resolve any matters which may be pending. The State shall make such materials available for inspection at all reasonable times and shall permit duly authorized agents and employees of the Local Agency and FHWA to inspect the project and to inspect, review and audit the project records.

Section 13. Termination Provisions

This agreement may be terminated as follows:

- A. Termination for Convenience. The State may terminate this agreement at any time the State determines that the purposes of the distribution of moneys under the agreement would no longer be served by completion of the

project. The State shall effect such termination by giving written notice of termination to the Local Agency and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination.

- B. Termination for Cause. If Local Agency or State, through any cause, fail to fulfill, in a timely and proper manner, their obligations under this agreement, or if the Local Agency shall violate any of the covenants, agreements, or stipulations of this agreement, the State shall thereupon have the right to terminate this agreement for cause by giving written notice to the Local Agency of its intent to terminate and at least ten (10) days opportunity to cure the default or show cause why termination is otherwise not appropriate. In the event of termination, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports or other material prepared by the Local Agency under this agreement shall, at the option of the State, become its property, and the Local Agency shall be entitled to receive just and equitable compensation for any services and supplies delivered and accepted.

Notwithstanding the above, the Local Agency shall not be relieved of liability to the State for any damages sustained by the State by virtue of any breach of the agreement by the Local Agency, and the State may withhold payment to the Local Agency for the purposes of mitigating its damages until such time as the exact amount of damages due to the State from the Local Agency is determined.

If after such termination it is determined, for any reason, that the Local Agency was not in default or that the Local Agency's action/inaction was excusable, such termination shall be treated as a termination for convenience, and the rights and obligations of the parties shall be the same as if the agreement had been terminated for convenience, as described herein.

Section 14. Legal Authority

The Local Agency warrants that it possesses the legal authority to enter into this agreement and that it has taken all actions required by its procedures, by-laws, and/or applicable law to exercise that authority, and to lawfully authorize its undersigned signatory to execute this agreement and to bind the Local Agency to its terms. The person(s) executing this agreement on behalf of the Local Agency warrants that such person(s) has full authorization to execute this agreement.

Section 15. Representatives and Notice

The State will provide liaison with the Local Agency through the State's Region Director, Region 4, 10601 10th St, Greeley, CO 80634. Said Region Director will also be responsible for coordinating the State's activities under this agreement and will also issue a "Notice to Proceed" to the Local Agency for commencement of the work. All communications relating to the day-to-day activities for the work shall be exchanged between representatives of the State's Transportation Region 4 and the Local Agency. All communication, notices, and correspondence shall be addressed to the individuals identified below. Either party may from time to time designate in writing new or substitute representatives.

If to the State:
Jake Schuch
CDOT Region 4
10601 10th St
Greeley, Colorado 80634
970-350-2205
Jake.schuch@state.co.us

If to the Local Agency:
Joel Hemesath
City of Greeley
1001 9th Avenue
Greeley, Colorado 80631
970-350-9795
Joel.Hemesath@greeleygov.com

Section 16. Successors

Except as herein otherwise provided, this agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

Section 17. Third Party Beneficiaries

It is expressly understood and agreed that the enforcement of the terms and conditions of this agreement and all rights of action relating to such enforcement, shall be strictly reserved to the State and the Local Agency. Nothing contained in this agreement shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the State and the Local Agency that any such person or entity, other than the State or the Local Agency receiving services or benefits under this agreement shall be deemed an incidental beneficiary only.

Section 18. Governmental Immunity

Notwithstanding any other provision of this agreement to the contrary, no term or condition of this agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, § 24-10-101, et seq., C.R.S., as now or hereafter amended. The parties understand and agree that liability for claims for injuries to persons or property arising out of negligence of the State of Colorado, its departments, institutions, agencies, boards, officials and employees is controlled and limited by the provisions of § 24-10-101, et seq., C.R.S., as now or hereafter amended and the risk management statutes, §§ 24-30-1501, et seq., C.R.S., as now or hereafter amended.

Section 19. Severability

To the extent that this agreement may be executed and performance of the obligations of the parties may be accomplished within the intent of the agreement, the terms of this agreement are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof.

Section 20. Waiver

The waiver of any breach of a term, provision, or requirement of this agreement shall not be construed or deemed as a waiver of any subsequent breach of such term, provision, or requirement, or of any other term, provision or requirement.

Section 21. Entire Understanding

This agreement is intended as the complete integration of all understandings between the parties. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever, unless embodied herein by writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a writing executed and approved pursuant to the State Fiscal Rules.

Section 22. Survival of Agreement Terms

Notwithstanding anything herein to the contrary, the parties understand and agree that all terms and conditions of this agreement and the exhibits and attachments hereto which may require continued performance, compliance or effect beyond the termination date of the agreement shall survive such termination date and shall be enforceable by the State as provided herein in the event of such failure to perform or comply by the Local Agency.

Section 23. Modification and Amendment

This agreement is subject to such modifications as may be required by changes in federal or State law, or their implementing regulations. Any such required modification shall automatically be incorporated into and be part of this agreement on the effective date of such change as if fully set forth herein. Except as provided above, no modification of this agreement shall be effective unless agreed to in writing by both parties in an amendment to this agreement that is properly executed and approved in accordance with applicable law.

Section 24. Disputes

Except as otherwise provided in this agreement, any dispute concerning a question of fact arising under this agreement, which is not disposed of by agreement, will be decided by the Chief Engineer of the Department of Transportation. The decision of the Chief Engineer will be final and conclusive unless, within 30 calendar days after the date of receipt of a copy of such written decision, the Local Agency mails or otherwise furnishes to the State a written appeal addressed to the Executive Director of the Department of Transportation. In connection with any appeal proceeding under this clause, the Local Agency shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Local Agency shall proceed diligently with the performance of the agreement in accordance with the Chief Engineer's decision. The decision of the Executive Director or his duly authorized representative for the determination of such appeals will be final and conclusive and serve as final agency action. This dispute clause does not preclude consideration of questions of law in connection with decisions provided for herein. Nothing in this agreement, however, shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

* Persons signing for The Local Agency hereby swear and affirm that they are authorized to act on The Local Agency's behalf and acknowledge that the State is relying on their representations to that effect.

<p style="text-align: center;">THE LOCAL AGENCY City of Greeley</p> <p>_____</p> <p>Mayor</p> <p>ATTEST:</p> <p>_____</p> <p>City Clerk</p> <p>_____</p> <p>Date</p> <p>APPROVED AS TO SUBSTANCE:</p> <p>_____</p> <p>City Manager</p>	<p style="text-align: center;">STATE OF COLORADO Jared S. Polis, GOVERNOR Colorado Department of Transportation</p> <p>By _____</p> <p>Stephen Harelson, P.E., Chief Engineer (For) Shoshana M. Lew, Executive Director</p> <p>Date: _____</p>
<p>APPROVED AS TO AVAILABILITY OF FUNDS:</p> <p>_____</p> <p>Director of Finance</p> <p>APPROVED AS TO LEGAL FORM:</p> <p>_____</p> <p>City Attorney</p>	<p style="text-align: center; font-size: 48px; opacity: 0.5;">DRAFT</p>

Exhibit A, SCOPE OF WORK

Project **23011** C 0341-103 US 34 & 35th Ave Interchange

The Colorado Department of Transportation is working with the City of Greeley on the design and construction of a grade-separated interchange at US 34 and 35th Ave at approximately Mile Post 109.9 to Mile Post 110.6 in the City of Greeley. The City has committed \$750,000 to preconstruction activities (survey, geotechnical investigation, utility locates, preferred alternatives for the interchange, and preliminary design plans). CDOT will perform or manage the preconstruction work and costs will be reimbursed at a 50% match to CDOT for expenses incurred up to \$750,000.

It is anticipated that additional City of Greeley matching funds will be amended into this IGA at a later date for the construction of the interchange.

DRAFT

Council Agenda Summary

July 7, 2020

Agenda Item Number 19

Key Staff Contact: Joel Hemesath, Public Works Director, 970-350-9795

Title:

Consideration of a resolution of the City of Greeley authorizing the City to enter into an Intergovernmental Agreement between the City of Greeley and the Colorado Department of Transportation for design of a interchange at Highway 34 Bypass and 47th Avenue

Summary:

The City as a part of the Imagine Greeley sales tax initiative in 2018 identified a project at 47th Avenue and Highway 34 Bypass to contribute \$15,000,000 towards half of the cost of an estimated \$30,000,000 interchange. In the Fall of 2019 CDOT secured a consultant to begin design of a grade separated interchange at 47th Avenue and Highway 34 Bypass. CDOT is partnering with City on the design and cost sharing costs of the 30% design of the interchange. Once the 30% plans are complete a design build project will be put out to finalize design, and if funding is available from CDOT, continue into construction. Complete design of the interchange is schedule to be done April 2022. This resolution will authorize the IGA for design partnership with CDOT.

Fiscal Impact:

Does this item create a fiscal impact on the City of Greeley?	Yes
If yes, what is the initial, or, onetime impact?	\$750,000
What is the annual impact?	Onetime
What fund of the City will provide Funding?	Imagine Greeley (318)
What is the source of revenue within the fund?	Sales tax
Is there grant funding for this item?	No
If yes, does this grant require a match?	
Is this grant onetime or ongoing?	
Additional Comments:	\$750,000 was approved as a part of the 2020 budget

Legal Issues:

None. This item has been reviewed by the City Attorney's Office

Other Issues and Considerations:

None

Applicable Council Priority and Goal:

Infrastructure & Growth: Establish the capital and human infrastructure to support and maintain a safe, competitive, appealing and successful community.

Decision Options:

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

Council's Recommended Action:

A motion to adopt the Resolution.

Attachments:

Resolution

IGA

THE CITY OF GREELEY, COLORADO
RESOLUTION NO. _____, 2020

A RESOLUTION OF THE CITY OF GREELEY AUTHORIZING THE CITY TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF GREELEY AND THE COLORADO DEPARTMENT OF TRANSPORTATION FOR DESIGN OF AN INTERCHANGE AT HIGHWAY 34 BYPASS AND 47TH AVENUE

WHEREAS, in accordance with C.R.S. §29-1-203, governments may cooperate or contract with one another to provide any function, service, or facility lawfully authorized to each of the cooperating or contracting units of government; and

WHEREAS, Section 43-2-102 and 103, C.R.S require the State to maintain state highways (including where such highways extend through a city or an incorporated town), and 43-2-135 describes certain specific responsibilities of the State and affected local entities (respectively) with respect to state highways that are also part of a local street system; and

WHEREAS, the City of Greeley (“City”) and the Colorado Department of Transportation (“CDOT”) desire to work cooperative on the design of an interchange project at the intersection of Highway 34 Bypass and 47th Avenue (“Project”); and

WHEREAS, CDOT and the City believe it will be beneficial to complete the Project to improve traffic movement and safety at said intersection; and

WHEREAS, The City as well as CDOT has estimated the contribution and is prepared to provide the funding required for their contributions toward the Project;

WHEREAS, as a part of the Imagine Greeley sales tax initiative in 2018 funding for design and contributions toward construction of an interchange at 47th Avenue were approved by voters; and

WHEREAS, The City will contribute an estimated \$750,000.00 towards the design of the Project; and

WHEREAS, CDOT will be the lead on the Project and the City will reimburse the CDOT for incurred design costs relative to the Project following the City’s review and approval of such charges; and

WHEREAS, authority exists in the law and funds have been budgeted, appropriated and otherwise made available;

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

Section 1. The City Council hereby authorizes the City to enter into an

intergovernmental agreement, a copy of which is attached hereto and incorporated herein as Exhibit A.

Section 2. City staff is hereby authorized to make changes and modifications to the IGA, so long as the substance of the IGA remains unchanged.

Section 3. This Resolution becomes effective immediately upon its passage as provided by the Greeley City Charter.

PASSED AND ADOPTED, SIGNED, APPROVED AND IN EFFECT THIS _____ day of _____, 2020.

THE CITY OF GREELEY, COLORADO

By: _____

Mayor

ATTEST:

City Clerk

(Local \$CDOTWRK)
PROJECT: C 0341-104 (23013)

REGION: 4 (JH)

CONTRACT

THIS CONTRACT, executed this ____ day of _____, _____ by and between the State of Colorado, for the use and benefit of the Colorado Department of Transportation (“State” or “CDOT”) and City of Greeley, 1001 9th Avenue, Greeley, Colorado, 80631, CDOT Vendor #: 0002000028 (“Local Agency”), and the State and the Local Agency together shall be referred to as the “Parties.”

RECITALS

1. Authority exists in the law and funds have been budgeted, appropriated and otherwise made available and a sufficient uncommitted balance thereof remains available for payment of project and Local Agency costs in Fund Number 400, Function 3020, GL Acct. 4511000010, WBS Element or Cost Center 23013.10.30, (Contract Encumbrance Amount: \$0.00).
2. Required approval, clearance and coordination have been accomplished from and with appropriate agencies..
3. Section 43-2-102 and 103, C.R.S require the State to maintain state highways (including where such highways extend through a city or an incorporated town), and 43-2-135 describes certain specific responsibilities of the State and affected local entities (respectively) with respect to state highways that are also part of a local street system;
4. The Local Agency has estimated the contribution and is prepared to provide the funding required for their contribution toward the Project, as evidenced by an appropriate ordinance or resolution duly passed and adopted by the authorized representatives of the Local Agency, which expressly authorizes the Local Agency to enter into this agreement and to expend its funds for the Contribution
5. The Local Agency has funds available and desires to provide 100% of the funding for the Work.
6. This contract is executed under the authority of §§ 29-1-203, 43-1-110; 43-1-116, 43-2-101(4)(c) and 43-2-144, C.R.S.
7. The parties hereto desire to agree upon the division of responsibilities with regard to the project.

THE PARTIES NOW AGREE THAT:

Section 1. Scope of Work

The work under this Contract shall consist of Local Agency's contribution to the US 34 and 47th Avenue Interchange project, and the Local Agency shall provide their Contribution toward the Project, in Greeley, Colorado, as more specifically described in **Exhibit A**.

Section 2. Order of Precedence

In the event of conflicts or inconsistencies between this Contract and its exhibits, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

1. This Contract
2. **Exhibit A** (Scope of Work)
3. Other Exhibits in descending order of their attachment (if any).

Section 3. Term

This contract shall be effective upon approval of the State Controller or designee, and shall terminate on May 12, 2030, unless sooner terminated or unless performance is extended in accordance with this Contract.

Section 4. Project Funding Provisions

- A. The Local Agency has estimated the total cost of the Contribution and is prepared to provide its funding, as evidenced by an the signing of this Contract, which expressly authorizes the Local Agency the authority to expend its Contribution toward the Project.
- B. The contribution is estimated to be \$750,000.00.
- C. **The maximum amount payable by the Local Agency under this contract shall be \$750,000.00** unless such amount is increased by an appropriate written modification to this contract executed by the Parties hereto before any increased cost is incurred
- D. The Parties hereto agree that this contract is contingent upon all funds designated for the project herein being made available from state sources, as applicable. Should these sources fail to provide necessary funds as agreed upon herein, the contract may be terminated by either party, provided that any party terminating its interest and obligations herein shall not be relieved of any obligations which existed prior to the effective date of such termination or which may occur as a result of such termination..

Section 5. Project Payment Provisions

- A. The Local Agency will reimburse the State for incurred costs relative to the project following the Local Agency's review and approval of such charges, subject to the terms and conditions of this agreement.
- B. If the Local Agency is to be billed for CDOT incurred costs, the billing procedure shall be as follows:
 1. Upon receipt of each bill from the State, the Local Agency will remit to the State the amount billed no later than 60 days after receipt of each bill. Should the Local Agency fail to pay moneys due the State within 60 days of demand or within such other period as may be agreed between the parties hereto, the Local Agency agrees that, at the request of the State, the State Treasurer may withhold an equal amount from future apportionment due the Local Agency from the Highway Users Tax Fund and to pay such funds directly to the State. Interim funds, until the State is reimbursed, shall be payable from the State Highway Supplementary Fund (400).
 2. If the Local Agency fails to make timely payment to the State as required by this section (within 60 days after the date of each bill), the Local Agency shall pay interest to the State at a rate of one percent per month on the amount of the payment which was not made in a timely manner, until the billing is paid in full. The interest shall accrue for the period from the required payment date to the date on which payment is made.
- C. The State will prepare and submit to the Local Agency, no more than monthly, charges for costs incurred relative to the project. The State's invoices shall include a description of the amounts of services performed, the dates of performance and the amounts and description of reimbursable expenses. The invoices will be prepared in accordance with the State's standard policies, procedures and standardized billing format.

Section 6. State and Local Agency Commitments

The Scope of Work (**Exhibit A**) describes the work to be performed.

- A. Design [if applicable]
 1. If the work includes preliminary design or final design (the "Construction Plans"), or design work sheets, or special provisions and estimates (collectively referred to as the "Plans"), the State shall comply with the following requirements, as applicable:
 - a. perform or provide the Plans, to the extent required by the nature of the work.
 - b. prepare final design (Construction Plans) in accord with the requirements of the latest edition of the American Association of State Highway Transportation Officials (AASHTO) manual or other standard, such as the Uniform Building Code, as approved by CDOT.
 - c. prepare special provisions and estimates in accord with the State's Roadway and Bridge Design Manuals and Standard Specifications for Road and Bridge Construction.
 - d. include details of any required detours in the Plans, in order to prevent any interference of the construction work and to protect the traveling public.
 - e. stamp the Plans produced by a Colorado Registered Professional Engineer.
 - f. provide final assembly of Plans and contract documents.
 - g. be responsible for the Plans being accurate and complete.

- h. make no further changes in the Plans following the award of the construction contract except by agreement in writing between the parties. The Plans shall be considered final when approved and accepted by the parties hereto, and when final they shall be deemed incorporated herein.

B. Construction [if applicable]

1. If the work includes construction, the State shall perform the construction in accordance with the approved design plans and/or administer the construction all in accord with the Scope of Work (**Exhibit A**). Such administration shall include project inspection and testing; approving sources of materials; performing required plant and shop inspections; documentation of contract payments, testing and inspection activities; preparing and approving pay estimates; preparing, approving and securing the funding for contract modification orders and minor contract revisions; processing contractor claims; construction supervision; and meeting the Quality Control requirements of the FHWA/CDOT Stewardship Agreement.
2. Subject to Section 5, if the State is the responsible party:
 - a. it shall appoint a qualified professional engineer, licensed in the State of Colorado, as the State Agency Project Engineer (SAPE), to perform that administration. The SAPE shall administer the project in accordance with this agreement, the requirements of the construction contract and applicable State procedures.
 - b. if bids are to be let for the construction of the project, the State shall, in conjunction with the Local Agency, advertise the call for bids and upon concurrence by the Local Agency will award the construction contract(s) to the low responsive, responsible bidder(s).
 - (1) in advertising and awarding the bid for the construction of a federal-aid project, the State shall comply with applicable requirements of 23 USC § 112 and 23 CFR Parts 633 and 635 and C.R.S. § 24-92-101 et seq. Those requirements include, without limitation, that the State/contractor shall incorporate Form 1273 in its entirety verbatim into any subcontract(s) for those services as terms and conditions therefore, as required by 23 CFR 633.102(e).
 - (2) the Local Agency has the option to concur or not concur in the proposal of the apparent low bidder for work on which competitive bids have been received. The Local Agency must declare its concurrence or non-concurrence within 3 working days after said bids are publicly opened.
 - (3) by indicating its concurrence in such award, the Local Agency, acting by or through its duly authorized representatives, agrees to provide additional funds, subject to their availability and appropriation for that purpose, if required to complete the work under this project if no additional federal-aid funds will be made available for the project.
 - c. If all or part of the construction work is to be accomplished by State personnel (i.e. by force account), rather than by a competitive bidding process, the State will ensure that all such force account work is accomplished in accordance with the pertinent State specifications and requirements with 23 CFR 635, Subpart B, Force Account Construction.

Section 7. ROW Acquisition and Relocation

If the Project includes right of way, prior to this project being advertised for bids, the State will certify in writing that all right of way has been acquired in accordance with the applicable state and federal regulations, or that no additional right of way is required.

Any acquisition/relocation activities must comply with: all applicable federal and state statutes and regulations, including but not limited to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended (P.L. 91-646) and the Uniform Relocation Assistance and Real Property Acquisition Policies for Federal and Federally Assisted Programs as amended (49 CFR Part 24); CDOT's Right of Way Manual; and CDOT's Policy and Procedural Directives.

Allocation of Responsibilities are as follows:

- Federal participation in right of way acquisition (3111 charges), relocation (3109 charges) activities, if any, and right of way incidentals (expenses incidental to acquisition/relocation of right of way – 3114 charges);
- Federal participation in right of way acquisition (3111 charges), relocation (3109 charges) but no participation in incidental expenses (3114 charges); or
- No federal participation in right of way acquisition (3111 charges) and relocation activities (3109 expenses).

Regardless of the option selected above, the State retains oversight responsibilities. The Local Agency's and the State's responsibilities for each option is specifically set forth in CDOT's Right of Way Manual. The manual is located at <http://www.coloradodot.info/business/manuals/right-of-way>.

If right of way is purchased for a state highway, including areas of influence of the state highway, the local agency shall immediately convey title to such right of way to CDOT after the Local Agency obtains title.

Section 8. Utilities

If necessary, the State will be responsible for obtaining the proper clearance or approval from any utility company, which may become involved in this Project. Prior to this Project being advertised for bids, the responsible party will certify in writing that all such clearances have been obtained.

Section 9. Railroads

In the event the Project involves modification of a railroad company's facilities whereby the work is to be accomplished by railroad company forces, the State shall make timely application to the Public Utilities Commission requesting its order providing for the installation of the proposed improvements and not proceed with that part of the work without compliance. The State shall also establish contact with the railroad company involved for the purpose of complying with applicable provisions of 23 CFR 646, subpart B, concerning federal-aid projects involving railroad facilities, including:

1. Executing an agreement setting out what work is to be accomplished and the location(s) thereof, and that the costs of the improvement shall be eligible for federal participation.
2. Obtaining the railroad's detailed estimate of the cost of the work.
3. Establishing future maintenance responsibilities for the proposed installation.
4. Prescribing future use or dispositions of the proposed improvements in the event of abandonment or elimination of a grade crossing.
5. Establishing future repair and/or replacement responsibilities in the event of accidental destruction or damage to the installation.

Section 10. Environmental Obligations

The State shall perform all work in accordance with the requirements of the current federal and state environmental regulations including the National Environmental Policy Act of 1969 (NEPA) as applicable.

Section 11. Maintenance Obligations

The State will maintain and operate the improvements constructed under this agreement at its own cost and expense during their useful life, in a manner satisfactory to the State and FHWA. The Local Agency will make proper provisions for such maintenance obligations each year. Such maintenance and operations shall be conducted in accordance with all applicable statutes, ordinances and regulations. The State and FHWA will make periodic inspections of the project to verify that such improvements are being adequately maintained.

Section 12. Record Keeping

The State shall maintain a complete file of all records, documents, communications, and other written materials, which pertain to the costs incurred under this agreement. The State shall maintain such records for a period of three (3) years after the date of termination of this agreement or final payment hereunder, whichever is later, or for such further period as may be necessary to resolve any matters which may be pending. The State shall make such materials available for inspection at all reasonable times and shall permit duly authorized agents and employees of the Local Agency and FHWA to inspect the project and to inspect, review and audit the project records.

Section 13. Termination Provisions

This agreement may be terminated as follows:

- A. Termination for Convenience. The State may terminate this agreement at any time the State determines that the purposes of the distribution of moneys under the agreement would no longer be served by completion of the

project. The State shall effect such termination by giving written notice of termination to the Local Agency and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination.

- B. **Termination for Cause.** If, through any cause, the Local Agency shall fail to fulfill, in a timely and proper manner, its obligations under this agreement, or if the Local Agency shall violate any of the covenants, agreements, or stipulations of this agreement, the State shall thereupon have the right to terminate this agreement for cause by giving written notice to the Local Agency of its intent to terminate and at least ten (10) days opportunity to cure the default or show cause why termination is otherwise not appropriate. In the event of termination, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports or other material prepared by the Local Agency under this agreement shall, at the option of the State, become its property, and the Local Agency shall be entitled to receive just and equitable compensation for any services and supplies delivered and accepted.

Notwithstanding the above, the Local Agency shall not be relieved of liability to the State for any damages sustained by the State by virtue of any breach of the agreement by the Local Agency, and the State may withhold payment to the Local Agency for the purposes of mitigating its damages until such time as the exact amount of damages due to the State from the Local Agency is determined.

If after such termination it is determined, for any reason, that the Local Agency was not in default or that the Local Agency's action/inaction was excusable, such termination shall be treated as a termination for convenience, and the rights and obligations of the parties shall be the same as if the agreement had been terminated for convenience, as described herein.

Section 14. Legal Authority

The Local Agency warrants that it possesses the legal authority to enter into this agreement and that it has taken all actions required by its procedures, by-laws, and/or applicable law to exercise that authority, and to lawfully authorize its undersigned signatory to execute this agreement and to bind the Local Agency to its terms. The person(s) executing this agreement on behalf of the Local Agency warrants that such person(s) has full authorization to execute this agreement.

Section 15. Representatives and Notice

The State will provide liaison with the Local Agency through the State's Region Director, Region 4, 2207 E Hwy 402, Loveland, CO 80537. Said Region Director will also be responsible for coordinating the State's activities under this agreement and will also issue a "Notice to Proceed" to the Local Agency for commencement of the work. All communications relating to the day-to-day activities for the work shall be exchanged between representatives of the State's Transportation Region 4 and the Local Agency. All communication, notices, and correspondence shall be addressed to the individuals identified below. Either party may from time to time designate in writing new or substitute representatives.

If to the State:
Jake Schuch
CDOT Region 4
10601 10th St
Greeley, Colorado 80634
970-350-2205
Jake.schuch@state.co.us

If to the Local Agency:
Joel Hemesath
City of Greeley
1001 9th Avenue
Greeley, Colorado 80631
970-350-9795
Joel.Hemesath@greeleygov.com

Section 16. Successors

Except as herein otherwise provided, this agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

Section 17. Third Party Beneficiaries

It is expressly understood and agreed that the enforcement of the terms and conditions of this agreement and all rights of action relating to such enforcement, shall be strictly reserved to the State and the Local Agency. Nothing contained in this agreement shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the State and the Local Agency that any such person or entity, other than the State or the Local Agency receiving services or benefits under this agreement shall be deemed an incidental beneficiary only.

Section 18. Governmental Immunity

Notwithstanding any other provision of this agreement to the contrary, no term or condition of this agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, § 24-10-101, et seq., C.R.S., as now or hereafter amended. The parties understand and agree that liability for claims for injuries to persons or property arising out of negligence of the State of Colorado, its departments, institutions, agencies, boards, officials and employees is controlled and limited by the provisions of § 24-10-101, et seq., C.R.S., as now or hereafter amended and the risk management statutes, §§ 24-30-1501, et seq., C.R.S., as now or hereafter amended.

Section 19. Severability

To the extent that this agreement may be executed and performance of the obligations of the parties may be accomplished within the intent of the agreement, the terms of this agreement are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof.

Section 20. Waiver

The waiver of any breach of a term, provision, or requirement of this agreement shall not be construed or deemed as a waiver of any subsequent breach of such term, provision, or requirement, or of any other term, provision or requirement.

Section 21. Entire Understanding

This agreement is intended as the complete integration of all understandings between the parties. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever, unless embodied herein by writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a writing executed and approved pursuant to the State Fiscal Rules.

Section 22. Survival of Agreement Terms

Notwithstanding anything herein to the contrary, the parties understand and agree that all terms and conditions of this agreement and the exhibits and attachments hereto which may require continued performance, compliance or effect beyond the termination date of the agreement shall survive such termination date and shall be enforceable by the State as provided herein in the event of such failure to perform or comply by the Local Agency.

Section 23. Modification and Amendment

This agreement is subject to such modifications as may be required by changes in federal or State law, or their implementing regulations. Any such required modification shall automatically be incorporated into and be part of this agreement on the effective date of such change as if fully set forth herein. Except as provided above, no modification of this agreement shall be effective unless agreed to in writing by both parties in an amendment to this agreement that is properly executed and approved in accordance with applicable law.

Section 24. Disputes

Except as otherwise provided in this agreement, any dispute concerning a question of fact arising under this agreement, which is not disposed of by agreement, will be decided by the Chief Engineer of the Department of Transportation. The decision of the Chief Engineer will be final and conclusive unless, within 30 calendar days after the date of receipt of a copy of such written decision, the Local Agency mails or otherwise furnishes to the State a written appeal addressed to the Executive Director of the Department of Transportation. In connection with any appeal proceeding under this clause, the Local Agency shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Local Agency shall proceed diligently with the performance of the agreement in accordance with the Chief Engineer's decision. The decision of the Executive Director or his duly authorized representative for the determination of such appeals will be final and conclusive and serve as final agency action. This dispute clause does not preclude consideration of questions of law in connection with decisions provided for herein. Nothing in this agreement, however, shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

* Persons signing for The Local Agency hereby swear and affirm that they are authorized to act on The Local Agency's behalf and acknowledge that the State is relying on their representations to that effect.

<p style="text-align: center;">THE LOCAL AGENCY City of Greeley</p> <hr/> <p>Mayor</p> <p>ATTEST:</p> <p style="padding-left: 40px;">_____ City Clerk</p> <p style="padding-left: 100px;">_____ Date</p> <p>APPROVED AS TO SUBSTANCE:</p> <hr/> <p>City Manager</p>	<p style="text-align: center;">STATE OF COLORADO Jared S. Polis, GOVERNOR Colorado Department of Transportation</p> <p>By _____ Stephen Harelson, P.E., Chief Engineer (For) Shoshana M. Lew, Executive Director</p> <p>Date: _____</p>
<p>APPROVED AS TO AVAILABILITY OF FUNDS:</p> <hr/> <p>Director of Finance</p> <p>APPROVED AS TO LEGAL FORM:</p> <hr/> <p style="text-align: center;">City Attorney</p>	<p style="text-align: center; font-size: 48px; opacity: 0.5;">DRAFT</p>

Exhibit A, SCOPE OF WORK

Project 23013 C 0341-102 US 34 & 47th Avenue

The Colorado Department of Transportation is working with the City of Greeley on the design and construction of a grade-separated interchange at US 34 and 47th Ave at approximately Mile Post 108.7 to Mile Post 109.5 in the City of Greeley. The City has committed \$750,000 to preconstruction activities (survey, geotechnical investigation, utility locates, preferred alternatives for the interchange, and preliminary design plans). CDOT will perform or manage the preconstruction work and costs will be reimbursed at a 50% match to CDOT for expenses incurred up to \$750,000.

It is anticipated that additional City of Greeley matching funds will be amended into this IGA at a later date for the construction of the interchange.

DRAFT

Council Agenda Summary

July 21, 2020

Agenda Item Number 20

Key Staff Contact: Joel Hemesath, Public Works Director, 970-350-9795

Title:

Consideration of a resolution of the City of Greeley Council authorizing the City to enter into an Intergovernmental agreement with the Colorado Department of Transportation for the Greeley Transportation Master Plan Project

Summary:

The City of Greeley was awarded grant funding through the Multimodal Options Fund (MMOF) call for projects to produce a Transportation Master Plan. This grant will cover half (50%) of the projected project cost. The plan will enable the City to prioritize roadway, transit, bike, and pedestrian planning activities. Greeley's last transportation plan was adopted in 2011 and is currently outdated based off industry best practice.

Building off feedback that will be gained from the community, the plan will discuss how to balance citizen priorities relating to various modes of travel while promoting connectivity and accessibility. Stakeholders including neighboring municipalities (i.e. City of Evans, Weld County, etc.), partner agencies (i.e. CDOT, University of Northern Colorado, Aims, etc.), boards and commissions (Citizen Transportation Advisory Board, Planning Commission, etc.), and the City Council will be involved at multiple points in the development of the plan. The plan will validate the 2045 travel model produced the by the MPO using population, employment, and housing forecasts to determine where traffic growth will occur. This will allow the City to better prioritize capacity projects. Safety will also be discussed and a project list for bike, pedestrian and vehicle safety improvements will be produced.

The plan will develop a 20-year blueprint for improving the City's transportation system and addressing key mobility needs to provide better travel choices for residents and visitors. Additionally it will take into consideration how the City can make better/smarter decisions regarding transportation investments and the impacts of those investments on mobility improvements, land use, and place creation. Finally, the plan will provide a vision and guidance for City employees, developers, and residents on the future of transportation in Greeley and will address the following focus areas:

Growth and Community Buildout- Evaluation of the community's Long Range Growth Boundary (LREGA), consciously planning for the remaining developable land within the LREGA.

Regionalism- Greeley's role and collaboration in a fast-growing region, especially in relation to transportation and transit, US 34 congestion and expansion, jobs-housing variables, commuter trends, etc.

Livable Neighborhoods- Enhancing community livability, including improving health and safety, infrastructure upgrades, and neighborhood traffic safety,

Mobility- Developing a framework for community mobility through safe, accessible multi-modal options, while addressing congestion and creating a balanced transportation system.

Transportation Equity- Encouraging transportation choices and access across modes and demographics in all transportation decisions.

Technology and Connectivity- Identifying and planning for emerging technologies or potential social changes, such as autonomous vehicles, smart grids, intelligent transportation technology, increasing automation, and envisioning how technology can enable better connectivity and interaction with local government and support various community priorities.

Public Engagement- Implementing an innovative and inclusive public outreach and engagement strategy will be crucial. The City's Public Information Office will be key partners in all public engagement efforts.

Partnerships- Cultivating new and existing partnerships, locally and regionally, for better communication, efficiencies, and support.

Strategic Implementation- Development of implementation criteria across all areas of the City's multi-modal transportation system -- including short-term, mid-term and long-term needs with phasing and funding – while addressing gaps and eliminating overlaps.

This master planning effort is expected to take around 18 months to complete.

Fiscal Impact:

Does this item create a fiscal impact on the City of Greeley?	Yes
If yes, what is the initial, or, onetime impact?	\$325,000 State MMOF \$325,000 local match
What is the annual impact?	None
What fund of the City will provide Funding?	General Fund
What is the source of revenue within the fund?	Sales Tax
Is there grant funding for this item?	Yes
If yes, does this grant require a match?	Yes
Is this grant onetime or ongoing?	No
Additional Comments:	

Legal Issues:

Legal has reviewed the IGA and found no issues.

Other Issues and Considerations:

None

Applicable Council Priority and Goal:

Image: Reinforce Greeley's vision as an attractive and vibrant community in which to live, learn, work and play.

Safety: Manage the health, safety and welfare in a way that promotes a sense of security and well-being for residents, businesses and visitors.

Infrastructure & Growth: Establish the capital and human infrastructure to support and maintain a safe, competitive, appealing and successful community.

Decision Options:

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

Council's Recommended Action:

A motion to adopt the Resolution.

Attachments:

Resolution

Amended IGA

THE CITY OF GREELEY, COLORADO

RESOLUTION _____, 2020

A RESOLUTION OF THE CITY OF GREELEY COUNCIL AUTHORIZING THE CITY TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT FOR MULTIMODAL OPTIONS GRANT FUNDING WITH THE COLORADO DEPARTMENT OF TRANSPORTATION

WHEREAS, in accordance with C.R.S. § 29-1-203, governments may cooperate or contract with one another to provide any function, service, or facility lawfully authorized to each of the cooperating or contracting units of government; and

WHEREAS, the City of Greeley (“City”) has been awarded Multimodal Options Fund (“MMOF”) grant funding to produce a Transportation Master Plan; and

WHEREAS, the funding was awarded through a competitive grant allocation process administered by the North Front Range Metropolitan Planning Organization (“NFRMPO”), and managed by the Colorado Department of Transportation (“CDOT”); and

WHEREAS, the City desires to enter into an agreement with CDOT to memorialize and authorize the use of the MMOF grant funding; 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 RESOLVED BY THE CITY COUNCIL OF THE CITY OF GREELEY, COLORADO:

Section 1. The City Council hereby authorizes the City to enter into an Intergovernmental Agreement entitled “City of Greeley Transportation Master Plan” with the Colorado Department of Transportation, a copy of which is attached hereto and incorporated herein as Exhibit A.

Section 2. City staff is hereby authorized to make changes and modifications to the Agreement, so long as the substance of the Agreement remains unchanged.

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

PASSED AND ADOPTED, SIGNED AND APPROVED THIS _____ day of _____, 2020.

ATTEST:

THE CITY OF GREELEY, COLORADO

City Clerk

Mayor

State \$LAWRK
PROJECT: MTF M570-057 (23635),
Transportation Master Plan

REGION: 4
jh

CONTRACT

THIS CONTRACT made this ___ day of _____, 20___, by and between the State of Colorado for the use and benefit of the Colorado Department of Transportation hereinafter referred to as the State and CITY OF GREELEY hereinafter referred to as the “Contractor” or the “Local Agency.”

RECITALS

1. Authority exists in the law and funds have been budgeted, appropriated and otherwise made available and a sufficient uncommitted balance thereof remains available for payment of project and Local Agency costs in Fund Number 400, GL Acct: 4511000010, (Contract Encumbrance Amount: \$0.00.)
2. Required approval, clearance and coordination have been accomplished from and with appropriate agencies.
3. Pursuant to 43-2-104.5 C.R.S. as amended, the State may contract with Local Agencies to provide maintenance and construction of highways that are part of the state (or local agency) highway system.
4. Local Agency anticipates a project for Transportation Master Plan and by the date of execution of this contract, the Local Agency and/or the State has completed and submitted a preliminary version of CDOT form #463 describing the general nature of the Work. The Local Agency understands that before the Work begins, the Local Agency must receive an official written “Notice to Proceed” prior to commencing any part of the Work. The Local Agency further understands, before the Work begins, the form #463 may be revised as a result of design changes made by CDOT, in coordination with the Local Agency, in its internal review process. The Local Agency desires to perform the Work described in form #463, as it may be revised.
5. The Local Agency has requested that State funds be made available for project MTF M570-057 (23635), Transportation Master Plan referred to as the “Project” or the “Work.” Such Work will be performed in Greeley, Colorado, specifically described in **Exhibit A**.
6. The State has funds available and desires to provide 50% of the funding for the work. Local Agency will provide the other 50%. State funds may be awarded pursuant to Multimodal Transportation Options Funding (“MMOF”). MMOF means money transferred from the general fund to the fund pursuant to C.R.S. §§24-75-219 (5)(a)(III) and (5)(b)(III) and any other money that the general assembly may appropriate or transfer to the fund. These funds are subject to an expiration date.
7. The Local Agency desires to comply with all state and other applicable requirements, including the State's general administration of the project through this contract, in order to obtain state funds for the project.
8. The Local Agency has estimated the total cost of the work and is prepared to accept the state funding for the work, as evidenced by an appropriate ordinance or resolution duly passed and adopted by the authorized representatives of the Local Agency, which expressly authorizes the Local Agency to enter into this contract and to complete the work under the project. This contract is executed under the authority of §§ 29-1-203, 43-1-110; 43-1-116, 43-2-101(4)(c) and 43-2-144, C.R.S.
10. The Local Agency is adequately staffed and suitably equipped to undertake and satisfactorily complete some or all of the Work.
11. The Local Agency can more advantageously perform the Work.

THE PARTIES NOW AGREE THAT:

Section 1. Scope of Work

The Project or the Work under this contract shall consist of development of the Transportation Master Plan, in Greeley, Colorado, as more specifically described in **Exhibit A**.

Section 2. Order of Precedence

In the event of conflicts or inconsistencies between this contract and its exhibits, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

1. Special Provisions contained in **Section 27** of this contract
2. This contract

3. **Exhibit A** (Scope of Work)
4. **Exhibit B** (Local Agency Resolution)
5. **Exhibit C** (Funding Provisions)
6. **Exhibit D** (Option Letter)

Section 3. Term

This contract shall be effective upon approval of the State Controller or designee, or on the date made, whichever is later. It shall terminate on June 25, 2030, or sooner if any of the State's funding expires, or is sooner terminated or unless performance is extended in accordance with this Contract.

Section 4. Project Funding Provisions

- A. The Local Agency has estimated the total cost of the work and is prepared to accept the state funding for the work, as evidenced by an appropriate ordinance or resolution duly passed and adopted by the authorized representatives of the Local Agency, which expressly authorizes the Local Agency to enter into this contract and to complete the work under the project. The parties hereto agree that this contract is contingent upon all funds designated for the project herein being made available from state sources, as applicable. Should these sources fail to provide necessary funds as agreed upon herein, the contract may be terminated by either party, provided that any party terminating its interest and obligations herein shall not be relieved of any obligations which existed prior to the effective date of such termination or which may occur as a result of such termination.
- C. Funding will be detailed in **Exhibit C** of the funding provisions.

Section 5. Project Payment Provisions

- A. The State will reimburse the Local Agency for incurred costs relative to the project following the State's review and approval of such charges, subject to the terms and conditions of this Contract. Provided however, that charges incurred by the Local Agency prior to the date this contract is executed by the State Controller will not be charged by the Local Agency to the project, and will not be reimbursed by the State.
- B. The State will reimburse the Local Agency's reasonable, allocable, allowable costs of Performance of the Work, not exceeding the maximum total amount described in **Exhibit C**. The applicable principles described in 49 C.F.R. 18 Subpart C and 49 C.F.R. 18.22 shall govern the allowability and allocability of costs under this contract. The Local Agency shall comply with all such principles. To be eligible for reimbursement, costs by the Local Agency shall be:
 1. In accordance with the provisions of **Section 5** and with the terms and conditions of this contract;
 2. Necessary for the accomplishment of the Work;
 3. Reasonable in the amount for the goods and services provided;
 4. Actual net cost to the Local Agency (i.e. the price paid minus any refunds, rebates, or other items of value received by the Local Agency that have the effect of reducing the cost actually incurred);
 5. Incurred for Work performed after the effective date of this contract;
 6. Satisfactorily documented.
- C. The Local Agency shall establish and maintain a proper accounting system in accordance with generally accepted accounting standards (a separate set of accounts, or as a separate and integral part of its current accounting scheme) to assure that project funds are expended and costs accounted for in a manner consistent with this contract and project objectives.
 1. All allowable costs charged to the project, including any approved services contributed by the Local Agency or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in detail the nature of the charges.
 2. Any check or order drawn up by the Local Agency, including any item which is or will be chargeable against the project account shall be drawn up only in accordance with a properly signed voucher then on file in the office of the Local Agency, which will detail the purpose for which said check or order is drawn. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents shall be clearly identified, readily accessible, and to the extent feasible, kept separate and apart from all other such documents.
- D. If the Local Agency is to be billed for CDOT incurred costs, the billing procedure shall be as follows:
 1. Upon receipt of each bill from the State, the Local Agency will remit to the State the amount billed no later than 60 days after receipt of each bill. Should the Local Agency fail to pay moneys due the State within 60 days of demand or within such other period as may be agreed between the parties hereto, the Local Agency agrees that, at the request of the State, the State Treasurer may withhold an equal amount from future apportionment due the Local Agency from the Highway Users Tax Fund and to pay such funds directly to

- the State. Interim funds, until the State is reimbursed, shall be payable from the State Highway Supplementary Fund (400).
2. If the Local Agency fails to make timely payment to the State as required by this section (within 60 days after the date of each bill), the Local Agency shall pay interest to the State at a rate of one percent per month on the amount of the payment which was not made in a timely manner, until the billing is paid in full. The interest shall accrue for the period from the required payment date to the date on which payment is made.
- E. The Local Agency will prepare and submit to the State, no more than monthly, charges for costs incurred relative to the project. The Local Agency's invoices shall include a description of the amounts of services performed, the dates of performance and the amounts and description of reimbursable expenses. The invoices will be prepared in accordance with the State's standard policies, procedures and standardized billing format to be supplied by the State. If the project is funded by MMOF, then billing for all work must be submitted 30 days prior to end of State fiscal year. The State fiscal year ends June 30th. MMOF projects must submit final billing for all work 30 days prior to the end of the State fiscal year that funds expire. If MMOF are used, and the State knows that the funds will expire, the State shall promptly notify Local Agency of the expiration date. The State will promptly notify the Local Agency if that expiration date changes.
- F. To be eligible for payment, billings must be received within 60 days after the period for which payment is being requested and final billings on this contract must be received by the State within 60 days after the end of the contract term.
1. Payments pursuant to this contract shall be made as earned, in whole or in part, from available funds, encumbered for the purchase of the described services. The liability of the State, at any time, for such payments shall be limited to the amount remaining of such encumbered funds.
 2. In the event this contract is terminated, final payment to the Local Agency may be withheld at the discretion of the State until completion of final audit.
 3. Incorrect payments to the Local Agency due to omission, error, fraud or defalcation shall be recovered from the Local Agency by deduction from subsequent payment under this contract or other contracts between the State and Local Agency, or by the State as a debt due to the State.
 4. Any costs incurred by the Local Agency that are not allowable under 49 C.F.R. 18 shall be reimbursed by the Local Agency, or offset against current obligations due by the State to the Local Agency, at the State's election.

Section 6. Option Letter Modification

An option letter may be used to authorize the Local Agency to begin a phase without increasing total budgeted funds, increase or decrease the encumbrance amount as shown on Exhibit C, and/or transfer funds from one phase to another. Option letter modification is limited to the specific scenarios listed below. The option letter shall not be deemed valid until signed by the State Controller or an authorized delegate.

- A. Option to begin a phase and/or increase or decrease the encumbrance amount.
The State may authorize the Local Agency to begin a phase that may include Design, Construction, Environmental, Utilities, ROW Incidentals or Miscellaneous (this does not apply to Acquisition/Relocation or Railroads) as detailed in **Exhibit A** and at the same terms and conditions stated in the original Agreement, with the total budgeted funds as shown on **Exhibit C** remaining the same. The State may increase or decrease the encumbrance amount for a particular phase by replacing the original funding exhibit (**Exhibit C**) in the original Agreement with an updated **Exhibit C-1** (subsequent exhibits to Exhibit C-1 shall be labeled C-2, C-3, etc.). The State may exercise this option by providing a fully executed option to the Local Agency within thirty (30) days before the initial targeted start date of the phase, in a form substantially equivalent to **Exhibit D**. If the State exercises this option, the Agreement will be considered to include this option provision.
- B. Option to transfer funds from one phase to another phase.
The State may permit the Local Agency to transfer funds from one phase (Design, Construction, Environmental, Utilities, ROW Incidentals or Miscellaneous) to another as a result of changes to state, federal, and local match. The original funding exhibit (**Exhibit C**) in the original Agreement will be replaced with an updated **Exhibit C-1** (subsequent exhibits to **Exhibit C-1** shall be labeled **C-2**, **C-3**, etc.) and attached to the option letter. The funds transferred from one phase to another are subject to the same terms and conditions stated in the original Agreement with the total budgeted funds remaining the same. The State may unilaterally exercise this option by providing a fully executed option to the Local Agency within thirty (30) days before the initial targeted start date of the phase, in a form substantially equivalent to **Exhibit D**.

C. Option to do both Options A and B.

The State may authorize the Local Agency to begin a phase as detailed in **Exhibit A**, and encumber and transfer funds from one phase to another. The original funding exhibit (**Exhibit C**) in the original Agreement will be replaced with an updated **Exhibit C-1** (subsequent exhibits to **Exhibit C-1** shall be labeled **C-2**, **C-3**, etc.) and attached to the option letter. The addition of a phase and encumbrance and transfer of funds are subject to the same terms and conditions stated in the original Agreement with the total budgeted funds remaining the same. The State may unilaterally exercise this option by providing a fully executed option to the Local Agency within thirty (30) days before the initial targeted start date of the phase, in a form substantially equivalent to **Exhibit D**.

Section 7. State and Local Agency Commitments

The Scope of Work in **Exhibit A** describes the Work to be performed and assigns responsibility of that Work to either the Local Agency or the State. The “Responsible Party” referred to in this contract means the Responsible Party as identified in the Scope of Work in **Exhibit A**.

A. Design [if applicable]

1. If the Work includes preliminary design or final design (the “Construction Plans”), or design work sheets, or special provisions and estimates (collectively referred to as the “Plans”), the responsible party shall comply with the following requirements, as applicable:
 - a. perform or provide the Plans, to the extent required by the nature of the Work.
 - b. prepare final design (Construction Plans) in accord with the requirements of the latest edition of the American Association of State Highway Transportation Officials (AASHTO) manual or other standard, such as the Uniform Building Code, as approved by CDOT.
 - c. prepare special provisions and estimates in accord with the State’s Roadway and Bridge Design Manuals and Standard Specifications for Road and Bridge Construction or Local Agency specifications if approved by CDOT.
 - d. include details of any required detours in the Plans, in order to prevent any interference of the construction work and to protect the traveling public.
 - e. stamp the Plans produced by a Colorado Registered Professional Engineer.
 - f. provide final assembly of Plans and contract documents.
 - g. be responsible for the Plans being accurate and complete.
 - h. make no further changes in the Plans following the award of the construction contract except by agreement in writing between the parties. The Plans shall be considered final when approved and accepted by the parties hereto, and when final they shall be deemed incorporated herein.
2. If the Local Agency is the responsible party:
 - a. The local agency shall comply with the requirements of the Americans With Disabilities Act (ADA), and applicable federal regulations and standards as contained in the document “ADA Accessibility Requirements in CDOT Transportation Projects”.
 - b. It shall afford the State ample opportunity to review the Plans and make any changes in the Plans that are directed by the State to comply with State requirements.
 - c. It may enter into a contract with a consultant to do all or any portion of the Plans and/or of construction administration. Provided, however, that if federal-aid funds are involved in the cost of such work to be done by a consultant, that consultant contract (and the performance/provision of the Plans under the contract) must comply with all applicable requirements of 23 CFR Part 172 and with any procedures implementing those requirements as provided by the State. If the Local Agency does enter into a contract with a consultant for the Work:
 - (1) it shall submit a certification that procurement of any design consultant contract complied with the requirements of 23 CFR 172.5(1) prior to entering into contract. The State shall either approve or deny such procurement. If denied, the Local Agency may not enter into the contract.
 - (2) it shall ensure that all changes in the consultant contract have prior approval by the State. Such changes in the contract shall be by written supplement agreement. As soon as the contract with the consultant has been awarded by the Local Agency, one copy of the executed contract shall be submitted to the State. Any amendments to such contract shall also be submitted.
 - (3) it shall require that all consultant billings under that contract shall comply with the State’s standardized billing format. Examples of the billing formats are available from the CDOT Agreements Office.
 - (4) it (or its consultant) shall use the CDOT procedures described in **Exhibit A** to administer that design consultant subcontract, to comply with 23 CFR 172.5(b).

- (5) it may expedite any CDOT approval of its procurement process and/or consultant contract by submitting a letter to CDOT from the certifying Local Agency's attorney/authorized representative certifying compliance with 23 CFR 172.5(b).
 - (6) it shall ensure that its consultant contract complies with the requirements of 49 CFR 18.36(i) and contains the following language verbatim:
 - (a) "The design work under this contract shall be compatible with the requirements of the contract between the Local Agency and the State (which is incorporated herein by this reference) for the design/construction of the project. The State is an intended third party beneficiary of this contract for that purpose."
 - (b) "Upon advertisement of the project work for construction, the consultant shall make available services as requested by the State to assist the State in the evaluation of construction and the resolution of construction problems that may arise during the construction of the project."
 - (c) "The consultant shall review the construction contractor's shop drawings for conformance with the contract documents and compliance with the provisions of the State's publication, Standard Specifications for Road and Bridge Construction, in connection with this work."
 - (d) The State, in its discretion, will review construction plans, special provisions and estimates and will cause the Local Agency to make changes therein that the State determines are necessary to assure compliance with State requirements.
- B. Construction [if applicable]
1. If the Work includes construction, the responsible party shall perform the construction in accordance with the approved design plans and/or administer the construction all in accord with the Scope of Work in **Exhibit A**. Such administration shall include project inspection and testing; approving sources of materials; performing required plant and shop inspections; documentation of contract payments, testing and inspection activities; preparing and approving pay estimates; preparing, approving and securing the funding for contract modification orders and minor contract revisions; processing contractor claims; construction supervision; and meeting the Quality Control requirements as described in the Scope of Work in **Exhibit A**.
 2. The State shall have the authority to suspend the Work, wholly or in part, by giving written notice thereof to the Local Agency, due to the failure of the Local Agency or its contractor to correct project conditions which are unsafe for workers or for such periods as the State may deem necessary due to unsuitable weather, or for conditions considered unsuitable for the prosecution of the Work, or for any other condition or reason deemed by the State to be in the public interest.
 3. If the Local Agency is the responsible party:
 - a. it shall appoint a qualified professional engineer, licensed in the State of Colorado, as the Local Agency Project Engineer (LAPE), to perform that administration. The LAPE shall administer the project in accordance with this contract, the requirements of the construction contract and applicable State procedures.
 - b. if bids are to be let for the construction of the project, it shall advertise the call for bids upon approval by the State and award the construction contract(s) to the low responsible bidder(s) upon approval by the State.
 - (1) The Local Agency has the option to accept or reject the proposal of the apparent low bidder for work on which competitive bids have been received. The Local Agency must declare the acceptance or rejection within 3 working days after said bids are publicly opened.
 - (2) By indicating its concurrence in such award, the Local Agency, acting by or through its duly authorized representatives, agrees to provide additional funds, subject to their availability and appropriation for that purpose, if required to complete the Work under this project if no additional federal-aid funds will be made available for the project. This paragraph also applies to projects advertised and awarded by the State.
 - c. If all or part of the construction work is to be accomplished by Local Agency personnel (i.e. by force account), rather than by a competitive bidding process, the Local Agency will ensure that all such force account work is accomplished in accordance with the pertinent State specifications and requirements with 23 CFR 635, Subpart B, Force Account Construction.
 - (1) Such work will normally be based upon estimated quantities and firm unit prices agreed to between the Local Agency and the Stat in advance of the Work, as provided for in 23 CFR 635.204(c). Such agreed unit prices shall constitute a commitment as to the value of the Work to be performed.
 - (2) An alternative to the above is that the Local Agency may agree to participate in the Work based on actual costs of labor, equipment rental, materials supplies and supervision necessary to complete the

Work. Where actual costs are used, eligibility of cost items shall be evaluated for compliance with 48 CFR Part 31.

- (3) Rental rates for publicly owned equipment will be determined in accordance with the State's Standard Specifications for Road and Bridge Construction § 109.04.
- (4) All force account work shall have prior approval of the State and shall not be initiated until the State has issued a written notice to proceed.

C. State's obligations

1. The State will perform a final project inspection prior to project acceptance as a Quality Control/Assurance activity. When all Work has been satisfactorily completed, the State will sign a final acceptance form.
2. Notwithstanding any consents or approvals given by the State for the Plans, the State will not be liable or responsible in any manner for the structural design, details or construction of any major structures that are designed by or are the responsibility of the Local Agency as identified in the Scope of Work in **Exhibit A**, within the Work of this contract.

Section 8. ROW Acquisition and Relocation

If the Project includes right of way, prior to this project being advertised for bids, the Responsible Party will certify in writing to the State that all right of way has been acquired in accordance with the applicable state and federal regulations, or that no additional right of way is required.

Any acquisition/relocation activities must comply with: all applicable federal and state statutes and regulations, including but not limited to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended (P.L. 91-646) and the Uniform Relocation Assistance and Real Property Acquisition Policies for Federal and Federally Assisted Programs as amended (49 CFR Part 24); CDOT's Right of Way Manual; and CDOT's Policy and Procedural Directives.

Allocation of Responsibilities are as follows:

- Federal participation in right of way acquisition (3111 charges), relocation (3109 charges) activities, if any, and right of way incidentals (expenses incidental to acquisition/relocation of right of way – 3114 charges);
- Federal participation in right of way acquisition (3111 charges), relocation (3109 charges) but no participation in incidental expenses (3114 charges); or
- No federal participation in right of way acquisition (3111 charges) and relocation activities (3109 expenses).

Regardless of the option selected above, the State retains oversight responsibilities. The Local Agency's and the State's responsibilities for each option is specifically set forth in CDOT's Right of Way Manual. The manual is located at http://www.dot.state.co.us/ROW_Manual/.

If right of way is purchased for a state highway, including areas of influence of the state highway, the local agency shall immediately convey title to such right of way to CDOT after the local agency obtains title.

Section 9. Utilities

If necessary, the Responsible Party will be responsible for obtaining the proper clearance or approval from any utility company, which may become involved in this Project. Prior to this Project being advertised for bids, the Responsible Party will certify in writing to the State that all such clearances have been obtained.

Section 10. Railroads

In the event the Project involves modification of a railroad company's facilities whereby the Work is to be accomplished by railroad company forces, the Responsible Party shall make timely application to the Public Utilities Commission requesting its order providing for the installation of the proposed improvements and not proceed with that part of the Work without compliance. The Responsible Party shall also establish contact with the railroad company involved for the purpose of complying with applicable provisions of 23 CFR 646, subpart B, concerning federal-aid projects involving railroad facilities, including:

- A. Executing an agreement setting out what work is to be accomplished and the location(s) thereof, and that the costs of the improvement shall be eligible for federal participation.
- B. Obtaining the railroad's detailed estimate of the cost of the Work.
- C. Establishing future maintenance responsibilities for the proposed installation.
- D. Proscribing future use or dispositions of the proposed improvements in the event of abandonment or elimination of a grade crossing.
- E. Establishing future repair and/or replacement responsibilities in the event of accidental destruction or damage to the installation.

Section 11. Environmental Obligations

The Local Agency shall perform all Work in accordance with the requirements of the current federal and state environmental regulations including the National Environmental Policy Act of 1969 (NEPA) as applicable.

Section 12. Maintenance Obligations

The Local Agency will maintain and operate the improvements constructed under this contract at its own cost and expense during their useful life, in a manner satisfactory to the State. The Local Agency will make proper provisions for such maintenance obligations each year. Such maintenance and operations shall be conducted in accordance with all applicable statutes, ordinances and regulations which define the Local Agency's obligations to maintain such improvements. The State will make periodic inspections of the project to verify that such improvements are being adequately maintained.

Section 13. Record Keeping

The Local Agency shall maintain a complete file of all records, documents, communications, and other written materials, which pertain to the costs incurred under this contract. The Local Agency shall maintain such records for a period of three (3) years after the date of termination of this contract or final payment hereunder, whichever is later, or for such further period as may be necessary to resolve any matters which may be pending. The Local Agency shall make such materials available for inspection at all reasonable times and shall permit duly authorized agents and employees of the State to inspect the project and to inspect, review and audit the project records.

Section 14. Termination Provisions

This contract may be terminated as follows:

- A. Termination for Convenience. The State may terminate this contract at any time the State determines that the purposes of the distribution of moneys under the contract would no longer be served by completion of the project. The State shall effect such termination by giving written notice of termination to the Local Agency and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination.
- B. Termination for Cause. If, through any cause, the Local Agency shall fail to fulfill, in a timely and proper manner, its obligations under this contract, or if the Local Agency shall violate any of the covenants, agreements, or stipulations of this contract, the State shall thereupon have the right to terminate this contract for cause by giving written notice to the Local Agency of its intent to terminate and at least ten (10) days opportunity to cure the default or show cause why termination is otherwise not appropriate. In the event of termination, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports or other material prepared by the Local Agency under this contract shall, at the option of the State, become its property, and the Local Agency shall be entitled to receive just and equitable compensation for any services and supplies delivered and accepted. The Local Agency shall be obligated to return any payments advanced under the provisions of this contract.
Notwithstanding the above, the Local Agency shall not be relieved of liability to the State for any damages sustained by the State by virtue of any breach of the contract by the Local Agency, and the State may withhold payment to the Local Agency for the purposes of mitigating its damages until such time as the exact amount of damages due to the State from the Local Agency is determined.
If after such termination it is determined, for any reason, that the Local Agency was not in default or that the Local Agency's action/inaction was excusable, such termination shall be treated as a termination for convenience, and the rights and obligations of the parties shall be the same as if the contract had been terminated for convenience, as described herein.
- C. Termination Due to Loss of Funding. The parties hereto expressly recognize that the Local Agency is to be paid, reimbursed, or otherwise compensated with federal and/or State funds which are available to the State for the purposes of contracting for the Project provided for herein, and therefore, the Local Agency expressly understands and agrees that all its rights, demands and claims to compensation arising under this contract are contingent upon availability of such funds to the State. In the event that such funds or any part thereof are not available to the State, the State may immediately terminate or amend this contract.

Section 15. Legal Authority

The Local Agency warrants that it possesses the legal authority to enter into this contract and that it has taken all actions required by its procedures, by-laws, and/or applicable law to exercise that authority, and to lawfully authorize its undersigned signatory to execute this contract and to bind the Local Agency to its terms. The person(s) executing this contract on behalf of the Local Agency warrants that such person(s) has full authorization to execute this contract.

Section 16. Representatives and Notice

Each individual identified below is the principal representative of the designating Party. All notices required to be given hereunder shall be hand delivered with receipt required or sent by certified or registered mail to such Party's principal representative at the address set forth below. In addition to but not in lieu of a hard-copy notice, notice also may be sent by e-mail to the e-mail addresses, if any, set forth below. Either Party may from time to time designate by written notice substitute addresses or persons to whom such notices shall be sent. Unless otherwise provided herein, all notices shall be effective upon receipt.

If to State	If to the Local Agency
CDOT Region: 4	City of Greeley
Jake Schuch	Allison Baxter
Project Manager	Project Manager
10601 10th St	1300 A Street Building H
Greeley, CO 80634	Greeley, CO 80631
970-350-2205	970-350-9326

Section 17. Successors

Except as herein otherwise provided, this contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

Section 18. Third Party Beneficiaries

It is expressly understood and agreed that the enforcement of the terms and conditions of this contract and all rights of action relating to such enforcement, shall be strictly reserved to the State and the Local Agency. Nothing contained in this contract shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the State and the Local Agency that any such person or entity, other than the State or the Local Agency receiving services or benefits under this contract shall be deemed an incidental beneficiary only.

Section 19. Governmental Immunity

Notwithstanding any other provision of this contract to the contrary, no term or condition of this contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, § 24-10-101, et seq., C.R.S., as now or hereafter amended. The parties understand and agree that liability for claims for injuries to persons or property arising out of negligence of the State of Colorado, its departments, institutions, agencies, boards, officials and employees is controlled and limited by the provisions of § 24-10-101, et seq., C.R.S., as now or hereafter amended and the risk management statutes, §§ 24-30-1501, et seq., C.R.S., as now or hereafter amended.

Section 20. Severability

To the extent that this contract may be executed and performance of the obligations of the parties may be accomplished within the intent of the contract, the terms of this contract are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof.

Section 21. Waiver

The waiver of any breach of a term, provision, or requirement of this contract shall not be construed or deemed as a waiver of any subsequent breach of such term, provision, or requirement, or of any other term, provision or requirement.

Section 22. Entire Understanding

This contract is intended as the complete integration of all understandings between the parties. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever, unless embodied herein by writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a writing executed and approved pursuant to the State Fiscal Rules.

Section 23. Survival of Contract Terms

Notwithstanding anything herein to the contrary, the parties understand and agree that all terms and conditions of this contract and the exhibits and attachments hereto which may require continued performance, compliance or effect

beyond the termination date of the contract shall survive such termination date and shall be enforceable by the State as provided herein in the event of such failure to perform or comply by the Local Agency.

Section 24. Modification and Amendment

This contract is subject to such modifications as may be required by changes in federal or State law, or their implementing regulations. Any such required modification shall automatically be incorporated into and be part of this contract on the effective date of such change as if fully set forth herein. Except as provided above, no modification of this contract shall be effective unless agreed to in writing by both parties in an amendment to this contract that is properly executed and approved in accordance with applicable law.

Section 25. Disputes

Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement will be decided by the Chief Engineer of the Department of Transportation. The decision of the Chief Engineer will be final and conclusive unless, within 30 calendar days after the date of receipt of a copy of such written decision, the Local Agency mails or otherwise furnishes to the State a written appeal addressed to the Executive Director of the Department of Transportation. In connection with any appeal proceeding under this clause, the Local Agency shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Local Agency shall proceed diligently with the performance of the contract in accordance with the Chief Engineer's decision. The decision of the Executive Director or his duly authorized representative for the determination of such appeals will be final and conclusive and serve as final agency action. This dispute clause does not preclude consideration of questions of law in connection with decisions provided for herein. Nothing in this contract, however, shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

Section 26. Statewide Contract Management System

If the maximum amount payable to Contractor under this Contract is \$100,000 or greater, either on the Effective Date or at any time thereafter, this **§Statewide Contract Management System** applies. Contractor agrees to be governed, and to abide, by the provisions of CRS §24-102-205, §24-102-206, §24-103-601, §24-103.5-101 and §24-105-102 concerning the monitoring of vendor performance on state contracts and inclusion of contract performance information in a statewide contract management system.

Contractor's performance shall be subject to Evaluation and Review in accordance with the terms and conditions of this Contract, State law, including CRS §24-103.5-101, and State Fiscal Rules, Policies and Guidance. Evaluation and Review of Contractor's performance shall be part of the normal contract administration process and Contractor's performance will be systematically recorded in the statewide Contract Management System. Areas of Evaluation and Review shall include, but shall not be limited to quality, cost and timeliness. Collection of information relevant to the performance of Contractor's obligations under this Contract shall be determined by the specific requirements of such obligations and shall include factors tailored to match the requirements of Contractor's obligations. Such performance information shall be entered into the statewide Contract Management System at intervals established herein and a final Evaluation, Review and Rating shall be rendered within 30 days of the end of the Contract term. Contractor shall be notified following each performance Evaluation and Review, and shall address or correct any identified problem in a timely manner and maintain work progress.

Should the final performance Evaluation and Review determine that Contractor demonstrated a gross failure to meet the performance measures established hereunder, the Executive Director of the Colorado Department of Personnel and Administration (Executive Director), upon request by the Department of Transportation and showing of good cause, may debar Contractor and prohibit Contractor from bidding on future contracts. Contractor may contest the final Evaluation, Review and Rating by: (a) filing rebuttal statements, which may result in either removal or correction of the evaluation (CRS §24-105-102(6)), or (b) under CRS §24-105-102(6), exercising the debarment protest and appeal rights provided in CRS §§24-109-106, 107, 201 or 202, which may result in the reversal of the debarment and reinstatement of Contractor, by the Executive Director, upon showing of good cause.

Section 27. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3).

These Special Provisions apply to all contracts except where noted in italics.

A. STATUTORY APPROVAL. §24-30-202(1), C.R.S.

This Contract shall not be valid until it has been approved by the Colorado State Controller or designee. If this Contract is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), then this Contract shall not be valid until it has been approved by the State's Chief Information Officer or designee.

B. FUND AVAILABILITY. §24-30-202(5.5), C.R.S.

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

C. GOVERNMENTAL IMMUNITY.

Liability for claims for injuries to persons or property arising from the negligence of the State, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, et seq. C.R.S. No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

D. INDEPENDENT CONTRACTOR

Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the State. Contractor shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. **Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Contract. Contractor shall (i) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (ii) provide proof thereof when requested by the State, and (iii) be solely responsible for its acts and those of its employees and agents.**

E. COMPLIANCE WITH LAW.

Contractor shall comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. CHOICE OF LAW, JURISDICTION, AND VENUE.

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

G. PROHIBITED TERMS.

Any term included in this Contract that requires the State to indemnify or hold Contractor harmless; requires the State to agree to binding arbitration; limits Contractor's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Contract shall be construed as a waiver of any provision of §24-106-109 C.R.S. Any term included in this Contract that limits Contractor's liability that is not void under this section shall apply only in excess of any insurance to be maintained under this Contract, and no insurance policy shall be interpreted as being subject to any limitations of liability of this Contract.

H. SOFTWARE PIRACY PROHIBITION.

State or other public funds payable under this Contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of this Contract and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Contractor is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Contract, including, without limitation, immediate termination of this Contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.

I. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. §§24-18-201 and 24-50-507, C.R.S.

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Contract. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.

J. VENDOR OFFSET AND ERRONEOUS PAYMENTS. §§24-30-202(1) and 24-30-202.4, C.R.S.

[Not applicable to intergovernmental agreements] Subject to §24-30-202.4(3.5), C.R.S., the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (i) unpaid child support debts or child support arrearages; (ii) unpaid balances of tax, accrued interest, or other charges specified in §§39-21-101, *et seq.*, C.R.S.; (iii) unpaid loans due to the Student Loan Division of the Department of Higher Education; (iv) amounts required to be paid to the Unemployment Compensation Fund; and (v) other unpaid debts owing to the State as a result of final agency determination or judicial action. The State may also recover, at the State's discretion, payments made to Contractor in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Contractor by deduction from subsequent payments under this Contract, deduction from any payment due under any other contracts, grants or agreements between the State and Contractor, or by any other appropriate method for collecting debts owed to the State.

K. PUBLIC CONTRACTS FOR SERVICES. §§8-17.5-101, *et seq.*, C.R.S.

[Not applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental agreements, or information technology services or products and services] Contractor certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this Contract and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Contract, through participation in the E-Verify Program or the State verification program established pursuant to §8-17.5-102(5)(c), C.R.S., Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract or enter into a contract with a Subcontractor that fails to certify to Contractor that the Subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract. Contractor (i) shall not use E-Verify Program or the program procedures of the Colorado Department of Labor and Employment ("Department Program") to undertake pre-employment screening of job applicants while this Contract is being performed, (ii) shall notify the Subcontractor and the contracting State agency or institution of higher education within 3 days if Contractor has actual knowledge that a Subcontractor is employing or contracting with an illegal alien for work under this Contract, (iii) shall terminate the subcontract if a Subcontractor does not stop employing or contracting with the illegal alien within 3 days of receiving the notice, and (iv) shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to §8-17.5-102(5), C.R.S., by the Colorado Department of Labor and Employment. If Contractor participates in the Department program, Contractor shall deliver to the contracting State agency, Institution of Higher Education or political subdivision, a written, notarized affirmation, affirming that Contractor has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If Contractor fails to comply with any requirement of this provision or §§8-17.5-101, *et seq.*, C.R.S., the contracting State agency, institution of higher education or political subdivision may terminate this Contract for breach and, if so terminated, Contractor shall be liable for damages.

L. PUBLIC CONTRACTS WITH NATURAL PERSONS. §§24-76.5-101, *et seq.*, C.R.S.

Contractor, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that Contractor (i) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (ii) shall comply with the provisions of §§24-76.5-101, *et seq.*, C.R.S., and (iii) has produced one form of identification required by §24-76.5-103, C.R.S. prior to the Effective Date of this Contract.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

Section 29. SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT

*** Persons signing for the Local Agency hereby swear and affirm that they are authorized to act on the Local Agency's behalf and acknowledge that the State is relying on their representations to that effect.**

<p>THE LOCAL AGENCY CITY OF GREELEY</p> <p>Name: _____ (print name)</p> <p>Title: _____ (print title)</p> <p>_____ *Signature</p> <p>Date: _____</p>	<p>STATE OF COLORADO Jared S. Polis Department of Transportation</p> <p>By _____ Stephen Harelson, P.E., Chief Engineer (For) Shoshana M. Lew, Executive Director</p> <p>Date: _____</p>
<p>2nd Local Agency Signature if needed</p> <p>Name: _____ (print name)</p> <p>Title: _____ (print title)</p> <p>_____ *Signature</p> <p>Date: _____</p>	<p>STATE OF COLORADO LEGAL REVIEW Philip J. Weiser, Attorney General</p> <p>By _____ Signature – Assistant Attorney General</p> <p>Date: _____</p>

ALL AGREEMENTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State Agreements. This Agreement is not valid until signed and dated below by the State Controller or delegate. The Local Agency is not authorized to begin performance until such time. If the Local Agency begins performing prior thereto, the State of Colorado is not obligated to pay the Local Agency for such performance or for any goods and/or services provided hereunder.

<p>STATE OF COLORADO STATE CONTROLLER Robert Jaros, CPA, MBA, JD</p> <p>By: _____ Colorado Department of Transportation</p> <p>Date: _____</p>

EXHIBIT A – SCOPE OF WORK

The Colorado Department of Transportation (CDOT) will oversee the City of Greeley when the City of Greeley completes a Transportation Master Plan (Hereinafter referred to as “This Work”). CDOT and the City of Greeley believe it will be beneficial to perform This Work to enable the City of Greeley to prioritize transit, transportation, bike, and pedestrian planning activities.

The work is anticipated to begin in the summer of 2020. The project shall be completed no later than April 2022. The project is funded with Multi-Modal Options Funding (MMOF). MMOF funding expenditures shall be invoiced by June 1st of the year they expire.

THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK

DRAFT

EXHIBIT B – LOCAL AGENCY RESOLUTION

LOCAL AGENCY
ORDINANCE
or
RESOLUTION

(if applicable)

DRAFT

EXHIBIT C – FUNDING PROVISIONS

MTF M570-057 (23635) MMOF

A. Cost of Work Estimate

The Local Agency has estimated the total cost the Work to be \$650,000.00, which is to be funded as follows:

1. BUDGETED FUNDS				
a.	State Funds (50.00% of Participating Costs)			\$325,000.00
b.	Local Agency Matching Funds (50.00% of Participating Costs)			\$325,000.00
TOTAL BUDGETED FUNDS				\$650,000.00
2. ESTIMATED PAYMENT TO LOCAL AGENCY				
a.	State Funds Budgeted			\$325,000.00
TOTAL ESTIMATED PAYMENT TO LOCAL AGENCY				\$325,000.00
3. FOR CDOT ENCUMBRANCE PURPOSES				
a.	Total Encumbrance Amount			\$650,000.00
b.	Less ROW Acquisition 3111 and/or ROW Relocation 3109			\$0.00
Net to be encumbered as follows:				\$650,000.00
<i>Note: No funds are currently available. Funds will become available after execution of an Option letter (Exhibit B) or formal Amendment.</i>				
WBS Element 23635.10.50	Performance Period Start*/End Date Not Applicable	Misc.	3404	\$0.00
WBS Element 23635.20.10	Not Applicable	Const.	3301	\$0.00

*The Local Agency should not begin work until both of the following are in place:

- 1) The execution of the document encumbering funds for the respective phase; and
- 2) Local Agency receipt of the official Notice to Proceed. Any work performed before these three milestones are achieved will not be reimbursable.

***Matching Funds**

The matching ratio for this Work is 50.00% State funds to 50.00% Local Agency funds, it being understood that such ratio applies only to the \$650,000.00 of total budgeted funds, it being further understood that all non-participating costs are borne by the Local Agency at 100%. If the total cost of performance of the Work is less than \$650,000.00, then the amounts of Local Agency and State funds will be decreased in accordance with the funding ratio described herein.

*** Maximum Amount Payable**

The maximum amount payable to the Local Agency under this Agreement shall be \$325,000.00 (for CDOT accounting purposes, the State funds of \$325,000.00 and the Local Agency matching funds of \$325,000.00 will be encumbered for a total encumbrance of \$650,000.00), unless such amount is increased by an appropriate written modification to this Agreement executed before any increased cost is incurred. It is understood and agreed by the parties hereto that the total cost of the Work stated hereinbefore is the best estimate available, based on the design data as approved at the time of execution of this Agreement, and that such cost is subject to revisions (in accord with the procedure in the previous sentence) agreeable to the parties prior to bid and award.

The maximum amount payable shall be reduced without amendment when the actual amount of the Local Agency’s awarded contract is less than the budgeted total of the State funds and the Local Agency matching funds. The maximum amount payable shall be reduced through the execution of an Option Letter as described in Section 7. E. of this contract.

EXHIBIT D – OPTION LETTER

SAMPLE OPTION LETTER

State Agency Department of Transportation		Option Letter Number ZOPTLETNUM
Local Agency ZVENDORNAME		Agreement Routing Number ZSMARTNO
Agreement Maximum Amount Initial term State Fiscal Year ZFYY_1 Extension terms State Fiscal Year ZFYY_2 State Fiscal Year ZFYY_3 State Fiscal Year ZFYY_4 State Fiscal Year ZFYY_5 Total for all state fiscal years	\$ ZFYA_1	Agreement Effective Date The later of the effective date or ZSTARTDATEX
	\$ ZFYA_2	
	\$ ZFYA_3	Current Agreement Expiration Date ZTERMDATEX
	\$ ZFYA_4	
	\$ ZFYA_5	
\$ ZPERSVC_MAX_ AMOUNT		

1. OPTIONS:

- A. Option to extend for an Extension Term
- B. Option to unilaterally authorize the Local Agency to begin a phase which may include Design, Construction, Environmental, Utilities, ROW incidentals or Miscellaneous ONLY (does not apply to Acquisition/Relocation or Railroads) and to update encumbrance amounts (a new Exhibit C must be attached with the option letter and shall be labeled C-1, future changes for this option shall be labeled as follows: C-2, C-3, C-4, etc.).
- C. Option to unilaterally transfer funds from one phase to another phase (a new Exhibit C must be attached with the option letter and shall be labeled C-1, future changes for this option shall be labeled as follows: C-2, C-3, C-4, etc.).
- D. Option to unilaterally do both A and B (a new Exhibit C must be attached with the option letter and shall be labeled C-1, future changes for this option shall be labeled as follows: C-2, C-3, C-4, etc.).

2. REQUIRED PROVISIONS:

Option A

In accordance with Section 2, C of the Original Agreement referenced above, the State hereby exercises its option for an additional term, beginning on (*insert date*) and ending on the current contract expiration date shown above, under the same funding provisions stated in the Original Contract Exhibit C, as amended.

Option B

In accordance with Section 7, E of the Original Agreement referenced above, the State hereby exercises its option to authorize the Local Agency to begin a phase that will include (*describe which phase will be added and include all that apply – Design, Construction, Environmental, Utilities, ROW incidentals or Miscellaneous*) and to encumber previously budgeted funds for the phase based upon changes in funding availability and authorization. The encumbrance for (*Design, Construction, Environmental, Utilities, ROW incidentals or Miscellaneous*) is (*insert dollars here*). A new **Exhibit C-1** is made part of the original Agreement and replaces **Exhibit C**. (*The following is a NOTE only, please delete when using this option. Future changes for this option for Exhibit C shall be labled as follows: C-2, C-3, C-4, etc.*).

Option C

In accordance with Section 7, E of the Original Agreement referenced above, the State hereby exercises its option to authorize the Local Agency to transfer funds from *(describe phase from which funds will be moved)* to *(describe phase to which funds will be moved)* based on variance in actual phase costs and original phase estimates. A new **Exhibit C-1** is made part of the original Agreement and replaces **Exhibit C**.

Option D

In accordance with Section 7, E of the Original Agreement referenced above, the State hereby exercises its option to authorize the Local Agency to begin a phase that will include *(describe which phase will be added and include all that apply – Design, Construction, Environmental, Utilities, ROW incidentals or Miscellaneous)*; 2) to encumber funds for the phase based upon changes in funding availability and authorization; and 3) to transfer funds from *(describe phase from which funds will be moved)* to *(describe phase to which funds will be moved)* based on variance in actual phase costs and original phase estimates. A new **Exhibit C-1** is made part of the original Agreement and replaces **Exhibit C**.

(The following language must be included on ALL options):

The Agreement Maximum Amount table on the Contract’s Signature and Cover Page is hereby deleted and replaced with the Current Agreement Maximum Amount table shown above.

3. OPTION EFFECTIVE DATE:

The effective date of this option letter is upon approval of the State Controller or delegate.

APPROVALS:

State of Colorado:

Jared S. Polis, Governor

By: _____ Date: _____

Executive Director, Colorado Department of Transportation

DRAFT

ALL CONTRACTS MUST BE APPROVED BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State Contracts. This Agreement is not valid until signed and dated below by the State Controller or delegate. Contractor is not authorized to begin performance until such time. If the Local Agency begins performing prior thereto, the State of Colorado is not obligated to pay the Local Agency for such performance or for any goods and/or services provided hereunder.

State Controller

Robert Jaros, CPA, MBA, JD

By: _____

Date: _____

Council Agenda Summary

July 7, 2020

Agenda Item Number 21

Key Staff Contact: Joel Hemesath, Public Works Director, 970-350-9795

Title:

Consideration of a Resolution of the City Council of the City of Greeley, Colorado authorizing the City to enter into a closure and removal agreement with Union Pacific Railroad for 6th Street.

Summary:

As a part of the establishment of a Quiet Zone along the Union Pacific Railroad (UPRR) tracks the closure of the 6th Street crossing was authorized by the City Council as a part of Resolution 87, 2018. 6th Street has an average daily traffic volume of 784 vehicles per day, which is the lowest traffic volume of the UPRR crossings, and 5th Street has the most vehicles crossing at 13,486 vehicles per day.

The attached resolution and agreement will provide for approving the cost of closing the crossing. As the City requested the closing of the crossing there is no cost sharing by UPRR. The cost of the closing, estimated at \$144,165, and is less than the estimated \$400,000 cost to install crossing gates and center medians at this location if it was left open and to accommodate the quiet zone criteria. The costs for the 6th Street closure work is already incorporated into the current project budget.

At this time the city is awaiting construction agreements for 8th Street and 10th Street to improve gates at these crossings. Those agreements will also need to be approved by City Council at a later date, but once the agreements and then construction is completed the quiet zone along the Union Pacific tracks in east Greeley can be established.

Since this agreement for 6th Street is over \$100,000 City Council must approve it.

Fiscal Impact:

Does this item create a fiscal impact on the City of Greeley?	Yes
If yes, what is the initial, or, onetime impact?	\$144,165
What is the annual impact?	Onetime
What fund of the City will provide Funding?	General Fund
What is the source of revenue within the fund?	Sales Tax
Is there grant funding for this item?	No
If yes, does this grant require a match?	
Is this grant onetime or ongoing?	

Additional Comments:	None
----------------------	------

Legal Issues:

None. This items has been reviewed the City Attorney's Office.

Other Issues and Considerations:

None

Applicable Council Priority and Goal:

Safety: Manage the health, safety and welfare in a way that promotes a sense of security and well-being for residents, businesses and visitors.

Infrastructure & Growth: Establish the capital and human infrastructure to support and maintain a safe, competitive, appealing and successful community.

Decision Options:

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

Council's Recommended Action:

A motion to adopt the Resolution.

Attachments:

- Resolution
- 6th Street Closure Agreement
- 6th Street Closure Construction Exhibit

THE CITY OF GREELEY, COLORADO

RESOLUTION ____ , 2020

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREELEY, COLORADO
AUTHORIZING THE CITY TO ENTER INTO A CLOSURE AND REMOVAL AGREEMENT
WITH UNION PACIFIC RAILROAD FOR 6TH STREET**

WHEREAS, the City has been working with Union Pacific Railroad Company (“UPRR”) to create a “quiet zone” through the area of downtown Greeley; and

WHEREAS, as part of that effort, the City will be closing the 6th Street right of way as it traverses the UPRR tracks; and

WHEREAS, in preparation for the closing of the 6th Street right of way, UPRR and the City are desirous of entering into a Closure and Removal Agreement, Public Road Crossing, setting forth the parties’ mutual responsibilities in effectuating that closure, the terms of which are set forth in the agreement attached hereto as Exhibit A;

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

1. City Council authorizes City staff members to execute the Closure and Removal Agreement, Public Road Crossing attached as Exhibit A.
2. The City Attorney is authorized to make changes to the Closure and Removal Agreement, Public Road Crossing following review and approval by City Council as long as such changes do not change the substance of the agreement.
3. This Resolution shall become effective immediately upon its passage.

PASSED, AND ADOPTED, SIGNED AND APPROVED this ____ day of _____, 2020.

ATTEST:

THE CITY OF GREELEY, COLORADO

By: _____

By: _____
Mayor

**CLOSURE AND REMOVAL AGREEMENT
PUBLIC ROAD CROSSING**

THIS CLOSURE AND REMOVAL AGREEMENT (this "Agreement") is made and entered into as of _____, 2020 (the "Effective Date"), by and between UNION PACIFIC RAILROAD COMPANY, a Delaware corporation ("Railroad") and CITY OF GREELEY, a municipal corporation or political subdivision of the State of Colorado ("Agency").

RECITALS

In accordance with the terms and conditions of this Agreement, Agency desires to permanently close the existing, at-grade road crossing ("Project") more particularly described on Exhibit A attached hereto and made a part hereof (collectively, the "Road Crossing").

AGREEMENT

NOW THEREFORE, the parties hereto agree as follows:

1. Agency shall take all actions necessary to vacate all rights that Agency may have in and to Railroad's property in connection with the Road Crossing and to permanently close the Road Crossing. Such Agency actions may include adoption of an ordinance or resolution by Agency's governing body and/or obtaining any required approvals from a public utilities commission or any other applicable governmental entity authorizing and directing the vacation and permanent closure of the Road Crossing.
2. If Agency will be performing any Project work, such work is described on Exhibit B ("Agency Work") and depicted on Exhibit B-1, with both exhibits attached hereto. Agency shall perform the Agency Work, if any, at its sole cost, and Railroad consents to Agency (or any contractor or other agent hired by Agency) performing the Agency Work at the Road Crossing, subject to complying with the terms and conditions of this Agreement.
3. If Agency hires a contractor or other agent to perform the Agency Work, Agency shall require such contractor or agent to execute Railroad's then current form of Contractor's Right of Entry Agreement (the "CROE Agreement") and to comply with the requirements set forth therein. If Agency performs the Agency Work, Agency shall comply with the safety standards set forth in the CROE Agreement.
4. Following completion of the Agency Work, Railroad agrees to perform the Project work described on Exhibit B attached hereto the ("Railroad Work"). Railroad's estimated cost for the Railroad Work is included on Exhibit C and Exhibit C-1 attached hereto ("Estimate") and may include without limitation costs of engineering review, construction, inspection, flagging, procurement and delivery of materials, equipment rental, manpower and all direct and indirect overhead labor/construction costs, including Railroad's standard additive rates. Such standard additive rates may be subject to

upward or downward adjustment based on industry standards and practices, and the parties acknowledge and agree that any such adjustment to standard additive rates may be made retroactively.

5. Agency has appropriated sufficient funds to complete the Project and shall reimburse Railroad for costs incurred by Railroad in connection with the Railroad Work in accordance with Exhibit D attached hereto.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the Effective Date.

UNION PACIFIC RAILROAD COMPANY,
a Delaware corporation

By: _____
Title: _____

CITY OF GREELEY, a municipal
corporation or political subdivision of the
State of Colorado

By: _____
Title: _____

Exhibit A

6th Street At-Grade Public Road Crossing
(DOT No. 804373W)
Mile Post 51.98 – Greeley Subdivision
City of Greeley, County of Weld, State of Colorado

Exhibit B

Railroad Work:

1. Project management.
2. Remove signals.
3. Remove surface between track tie ends.
4. Final inspection.

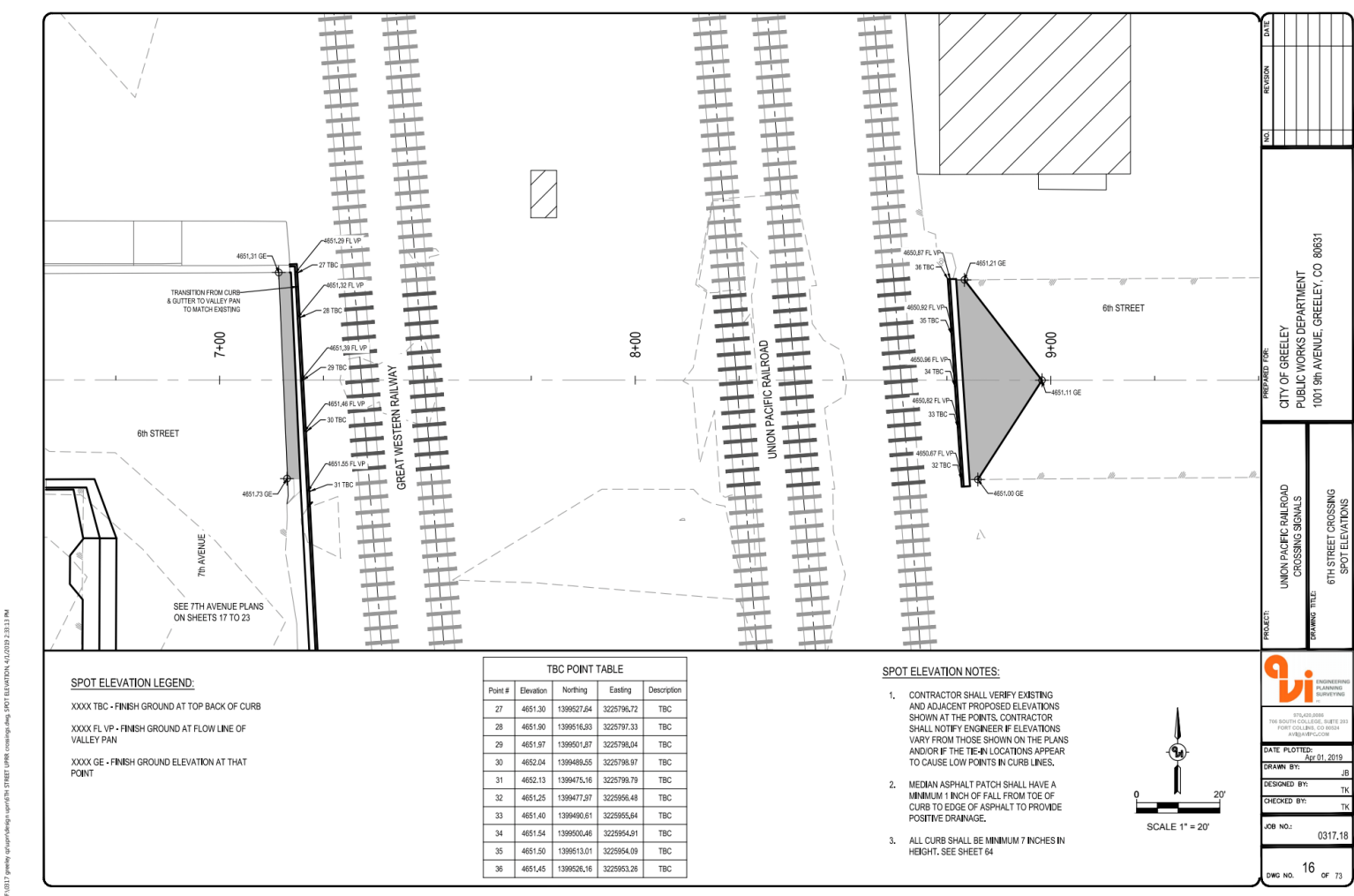
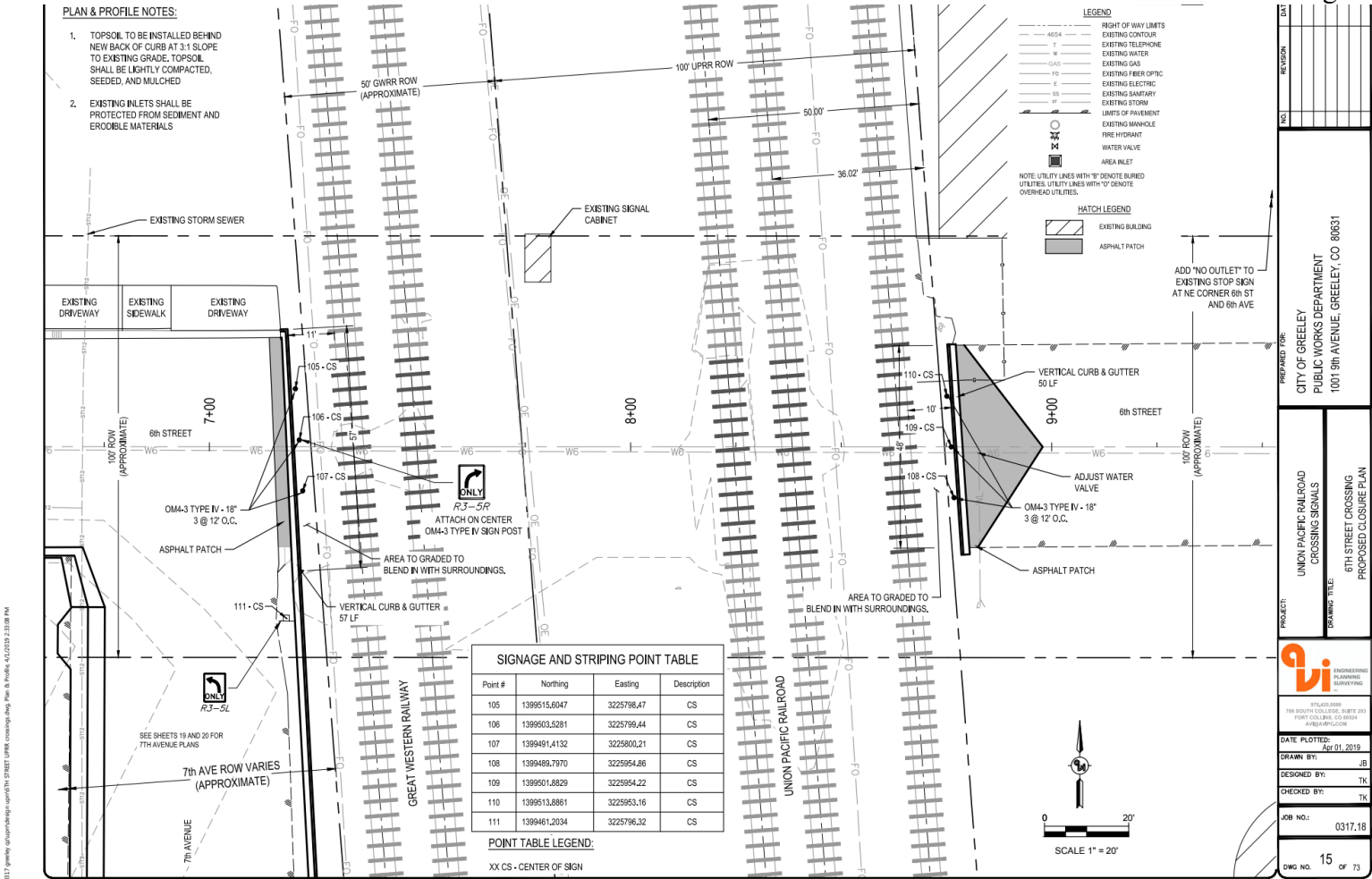
Agency Work:

1. Install, maintain, repair and renew permanent barricades on both sides of the Road Crossing with such barricades to be located off of Railroad's property and to be in compliance with the plans marked Exhibit B-1, and also all applicable standards and guidelines contained in the current Manual on Uniform Traffic Control Devices ("MUTCD").
2. Provide and install new advance street signs and pavement markings to indicate that the Road Crossing is closed, with such signage to be in compliance with applicable current MUTCD standards and guidelines.
3. Remove all Road Crossing approach surfaces up to the track tie ends.

Exhibit B-1

Plans Cover Page

(See attached)

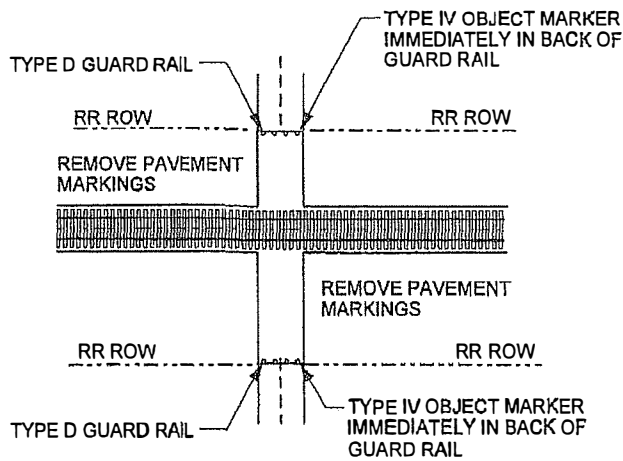


P:\0337\p0337\p0337.dwg (1/11/2019 10:00:00 AM)

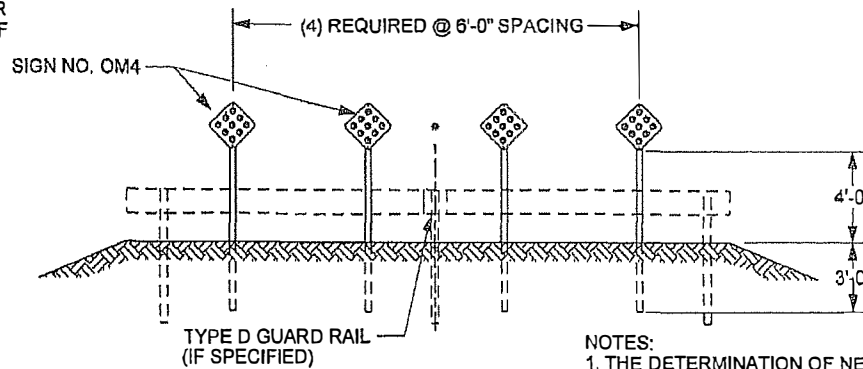
P:\0337\p0337\p0337.dwg (1/11/2019 10:00:00 AM)

DATE	
PERSON	
NO.	
PROJECT:	CITY OF GREELEY PUBLIC WORKS DEPARTMENT 1001 9th AVENUE, GREELEY, CO 80631
PROJECT:	UNION PACIFIC RAILROAD CROSSING SIGNALS
DRAWING TITLE:	6TH STREET CROSSING PROPOSED CLOSURE PLAN
DATE PLOTTED:	12/01/2019
DRAWN BY:	JB
DESIGNED BY:	TK
CHECKED BY:	TK
JOB NO.:	0317.18
DWG NO.:	15 OF 73

DATE	
PERSON	
NO.	
PROJECT:	CITY OF GREELEY PUBLIC WORKS DEPARTMENT 1001 9th AVENUE, GREELEY, CO 80631
PROJECT:	UNION PACIFIC RAILROAD CROSSING SIGNALS
DRAWING TITLE:	6TH STREET CROSSING SPOT ELEVATIONS
DATE PLOTTED:	12/01/2019
DRAWN BY:	JB
DESIGNED BY:	TK
CHECKED BY:	TK
JOB NO.:	0317.18
DWG NO.:	16 OF 73



TYPICAL ROAD CLOSED



MOUNTING DETAILS
TYPE IV OBJECT MARKER - SIGN OM4
(END OF ROAD OR STREET)

NOTES:
1. THE DETERMINATION OF NEED OF ANY BARRICADES ASSOCIATED WITH THE CLOSURE OF A PUBLIC ROADWAY WILL BE MADE BY THE STATE REGULATORY AGENCY OR THE PUBLIC ROAD AUTHORITY.

2. TYPE IV BARRICADES ARE TO ONLY BE USED WHEN A PUBLIC ROADWAY IS PERMANENTLY CLOSED TO ROADWAY USERS.

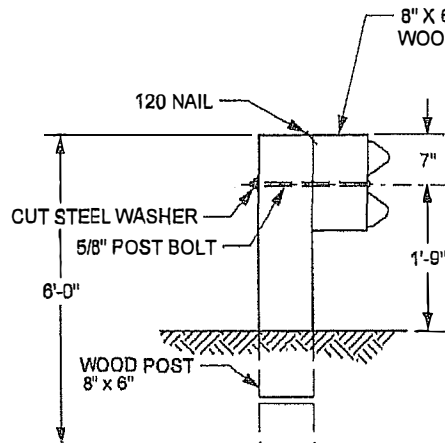
3. IT IS PERMISSIBLE TO UTILIZE A TYPE III BARRICADE WHEN SPECIFIED BY THE STATE REGULATORY AGENCY OR THE PUBLIC ROAD AUTHORITY.

4. WHEN SITE CONDITIONS WARRANT, BARRICADES CAN BE LOCATED OTHER THAN AT RIGHT OF WAY LINE WHEN SPECIFIED BY THE STATE REGULATORY AGENCY OR THE PUBLIC ROAD AUTHORITY.

5. POST MAY BE WOOD OR STEEL WITH ONLY ONE MATERIAL ALLOWED WITHIN A SINGLE PROJECT, EXCEPT FOR END TREATMENTS.

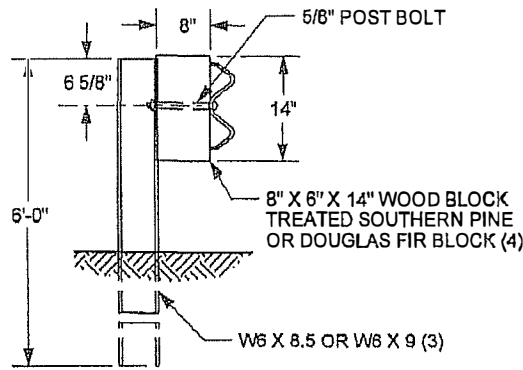
6. ALL DIMENSIONS ARE SUBJECT TO MANUFACTURER'S TOLERANCES EXCEPT WHERE ALLOWABLE TOLERANCES ARE SHOWN.

7. SEE PAGE 2 AND 3 FOR MORE DETAILS.




THE CONTRACTOR MAY FURNISH EQUIVALENT SECTIONS FABRICATED FROM MATERIAL MEETING AND IN ACCORDANCE WITH THE REQUIREMENTS OF ASTM A769 GRADE 36 OR 40. THE SECTIONS SHALL BE GALVANIZED AFTER FABRICATION IN ACCORDANCE WITH THE REQUIREMENTS OF AASHTO M111.

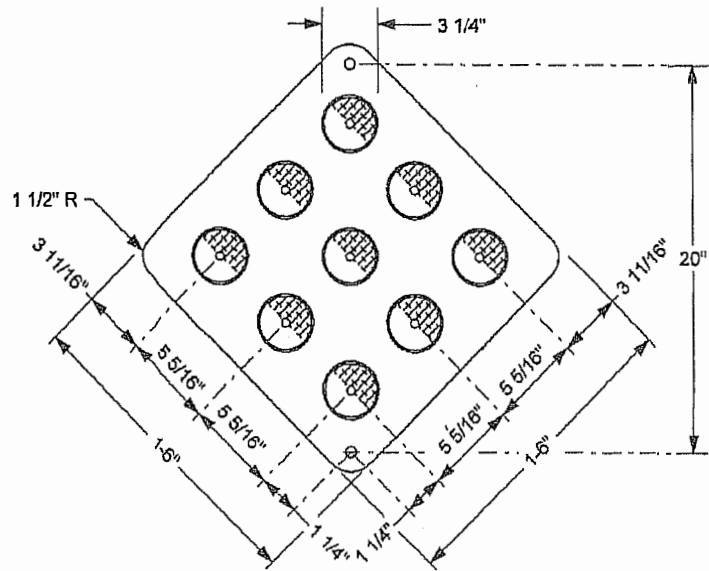
WOOD POST & BLOCK



STEEL POST & WOOD BLOCK

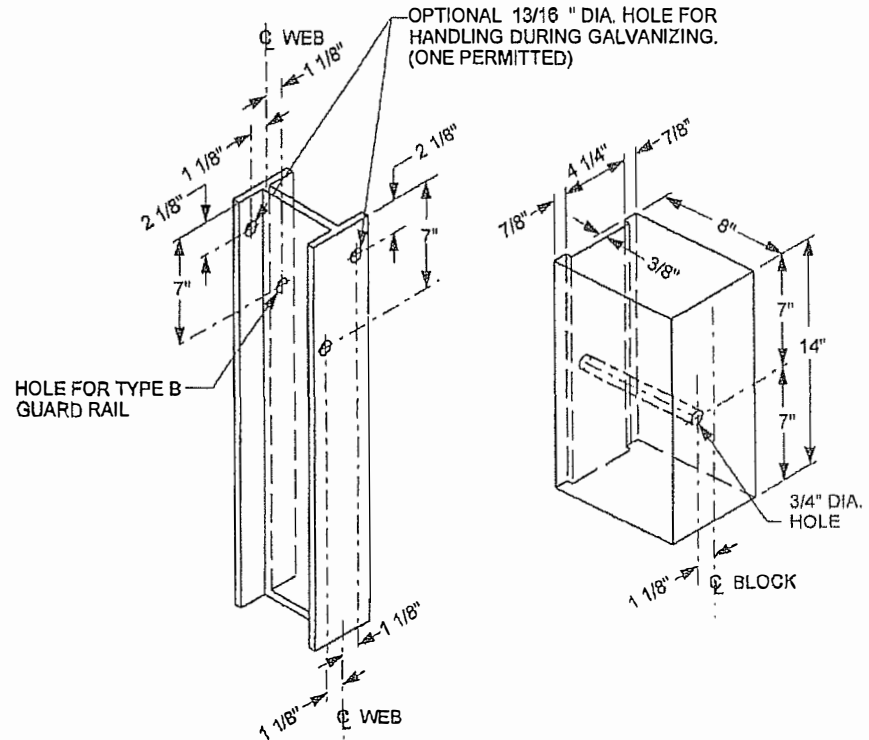
UNION PACIFIC RAILROAD ENGINEERING STANDARDS	
TYPE IV BARRICADE FOR ROAD CROSSING CLOSURE	
 APPROVED: <i>Charles A. Connel</i> VP ENGINEERING ADOPTED: AUG. 14, 2009 REVISED: FILE NO.: 0310	STD DWG 0310 PAGE 1 OF 3

STD DWG
 0310
 PAGE 1 OF 3



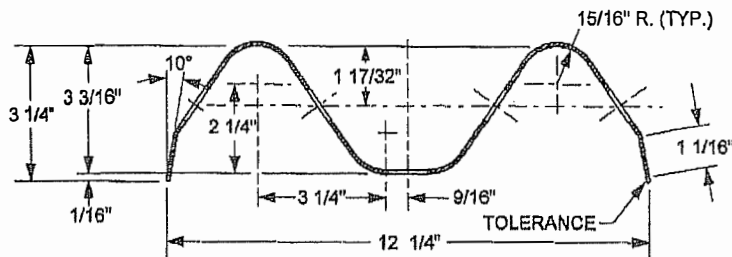
SIGN OM4 DETAIL

RED TYPE 2 REFLECTIVE SHEETING WITH RED REFLECTORS ON 0.063" THICK SHEET ALUMINUM WITH TWO 3/8" DIAMETER HOLES EACH.




HOLE DETAIL FOR STEEL POST & WOOD BLOCKS

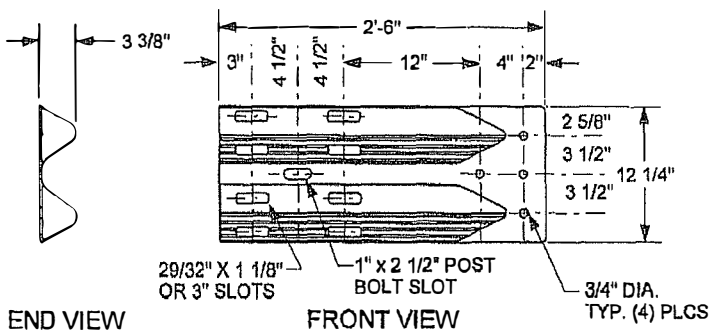
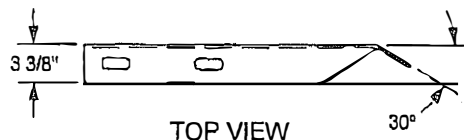
ALL HOLES 13/16" DIAMETER EXCEPT AS NOTED



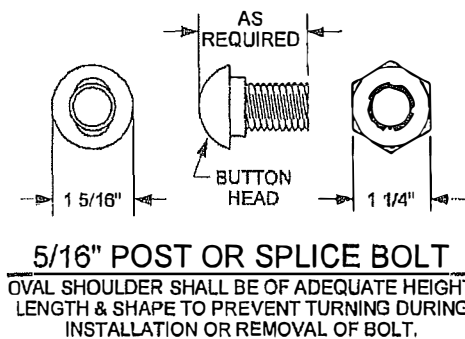
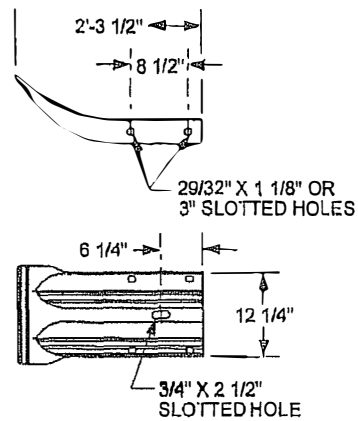
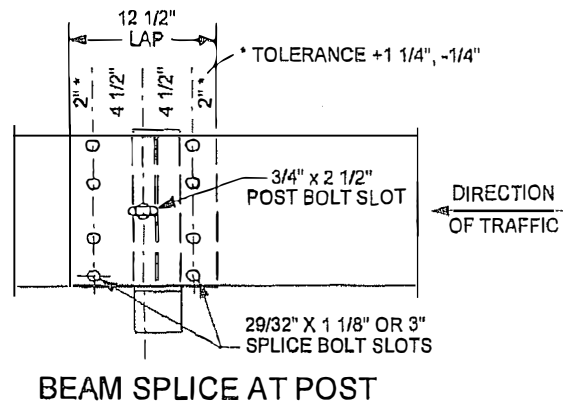
SECTION THRU BEAM


STD DWG
0310
PAGE 2 OF 3

UNION PACIFIC RAILROAD ENGINEERING STANDARDS	
TYPE IV BARRICADE FOR ROAD CROSSING CLOSURE	
 APPROVED: <i>Charles A. Condit</i> VP ENGINEERING ADOPTED: AUG. 14, 2009 REVISED: FILE NO.: 0310	STD DWG 0310 PAGE 2 OF 3



TERMINAL CONNECTOR



UNION PACIFIC RAILROAD ENGINEERING STANDARDS	
TYPE IV BARRICADE FOR ROAD CROSSING CLOSURE	
	APPROVED: <i>Robert O'Connell</i> VP ENGINEERING ADOPTED: AUG. 14, 2009 REVISED: FILE NO.: 0310
STD DWG 0310 PAGE 3 OF 3	STD DWG 0310 PAGE 3 OF 3

STD DWG
 0310
 PAGE 3 OF 3

Exhibit C

Estimate Cover Page

(See attached)

Material And Force Account Estimate

City of Greeley Colorado

Estimate Creation Date: 01/21/2020 Number: 127308 Version: 1

Estimate Good Until 01/21/21

Location: GREELEY SUB, SIMN, 47.24-52

Buy America: Yes

Description of Work: Greeley Sub MP 51.98 Greeley, CO 6th St. Closure DOT#804373W PID#111935
100% Recollectable.

COMMENTS	Description	SubDivision	From MP	To MP	QTY	UOM	Unit Cost	LABOR	MATERIAL	TOTAL	UP 00%	Agncy 100%
----------	-------------	-------------	------------	----------	-----	-----	--------------	-------	----------	-------	--------	------------

SIGNAL

	Xing - Remove Location (Gates)	GREELEY SUB	47.24	52	1	LS	20,000.00	20,000	0	20,000	0	20,000
Reconfigure track circuits and testing.	Xing - Misc.				1	LS	20,001.00	20,000	1	20,001	0	20,001
	Xing - Engineering Design				1	LS	7,896.00	7,896	0	7,896	0	7,896
	Xing - Fill/Rock/Gravel				1	LS	5,000.00	0	5,000	5,000	0	5,000
Fed W/ OH and Ind 190.55%	Xing - Labor Additive				1	LS	91,268.00	91,268	0	91,268	0	91,268
Sub-Total =								139,164	5,001	144,165	0	144,165

Totals = 139,164 5,001 144,165 0 144,165

Grand Total = \$144,165

Disclaimer: This is a preliminary estimate, intended to provide a ballpark cost to determine whether a proposed project warrants further study. Quantities and costs are estimated using readily available information and experience with similar projects. Site conditions and changes in project scope and design may result in significant cost variance.

EXHIBIT C-1

**ESTIMATE OF FORCE ACCOUNT WORK
BY THE
UNION PACIFIC RAILROAD COMPANY**

DESCRIPTION OF WORK: Engineering and other related services for work to be performed within railroad right of way. This includes railroad flagging services, project and construction management during construction activities in railroad right of way. All necessary railroad services will be billed at actual cost.

DATE:
2/10/2020

LOCATION: Greeley	SUBDIVISION <u>Greeley</u>	STATE: <u>CO</u>
DOT: 804373W		

DESCRIPTION	LABOR	MATERIAL	UP %0	Agency % 100	TOTAL
ENGINEERING					
Project Management	\$ 5,000	\$ -	\$ -	\$ 5,000.00	\$ 5,000
UPRR Signal Work	\$ 139,184	\$ 5,000.00	\$ -	\$ 144,184.00	\$ 144,184
UPRR Track Work	\$ 10,000	\$ -	\$ -	\$ 10,000.00	\$ 10,000
Final Inspection	\$ 2,500	\$ -	\$ -	\$ 2,500.00	\$ 2,500
FLAGGING / INSPECTION SERVICES					
RATE (per day)	\$ 1,500				
Estimated # Days of Flagging	2	\$ 3,000	\$ -	\$ 3,000.00	\$ 3,000
TOTAL PROJECT:	\$ 159,684	\$ 5,000.00	\$ -	\$ 164,684.00	\$164,684

TOTAL ESTIMATED COST: \$164,684

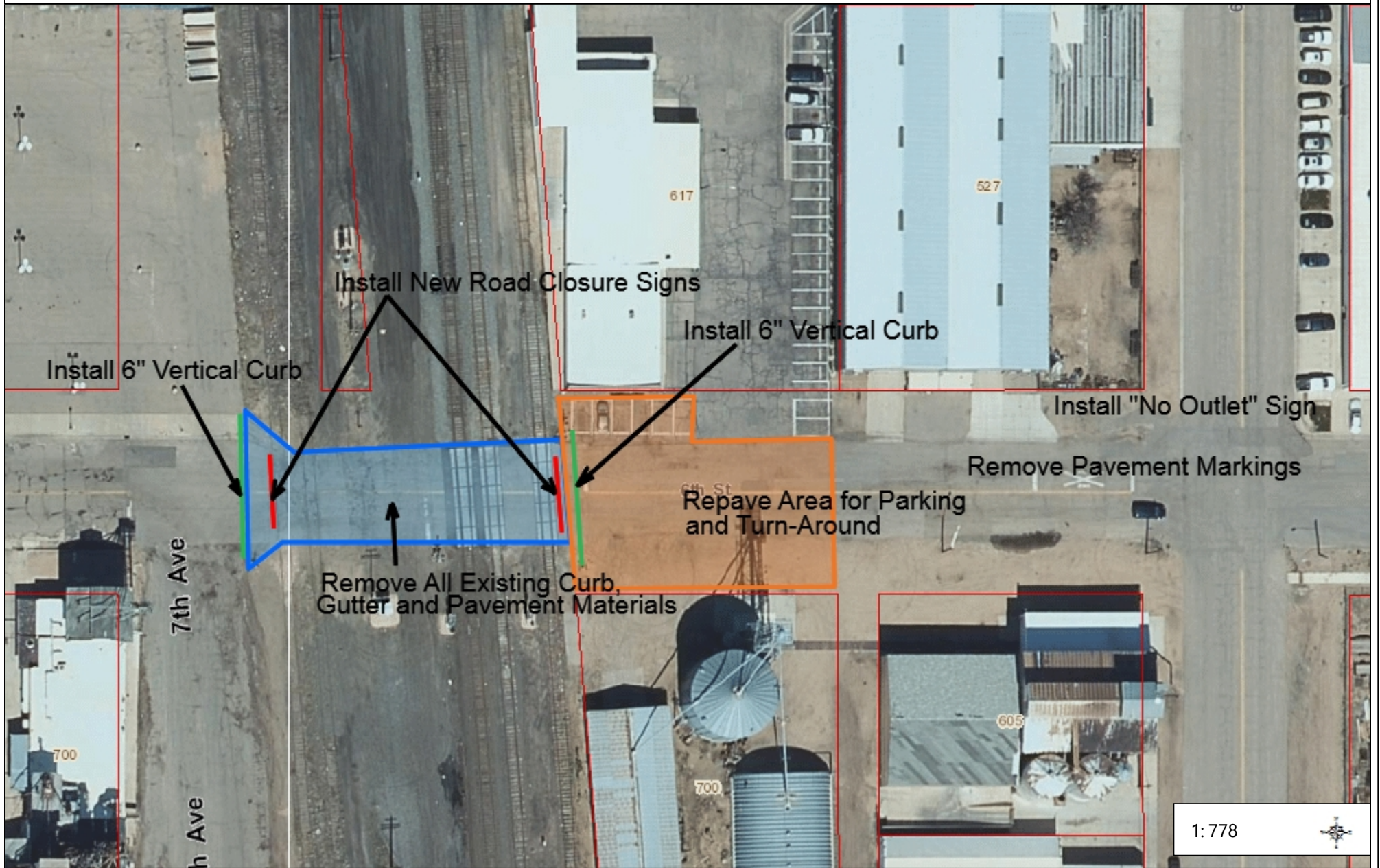
**THE ABOVE FIGURES ARE ESTIMATES ONLY AND SUBJECT TO FLUCTUATION.
IN THE EVENT OF AN INCREASE OR DECREASE IN THE COST OR QUANTITY OF
MATERIAL OR LABOR REQUIRED, THE RAILROAD WILL BILL FOR ACTUAL
COSTS AT THE CURRENT RATES EFFECTIVE THEREOF.**

Flagging may be performed by a third-party contractor. Any flagging performed by a third-party contractor will be billed at said third-party contractor rate not included in the above estimate. Alternatively, the Agency may enter into a separate agreement with third-party contractor and will be responsible for all actual costs incurred.

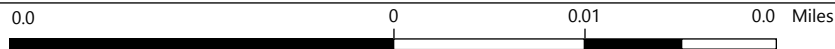
Exhibit D

Reimbursement Method

Agency agrees to reimburse Railroad for One Hundred Percent (100%) of actual costs incurred by Railroad in connection with the Railroad Work. During the performance of the Railroad Work, Railroad will provide progressive billing to Agency based on Railroad's actual costs. Within one hundred twenty (120) days after completion of the Project, Railroad will submit a final billing to Agency for any balance owed Railroad in connection with the Railroad Work. Agency shall pay Railroad within thirty (30) days after Agency's receipt of any progressive and final bills submitted by Railroad.



1:778 



Council Agenda Summary

July 7, 2020

Agenda Item Number 22

Title

Pulled Consent Agenda Items

Council Agenda Summary

July 7, 2020

Agenda Item Number 23

Key Staff Contact: Sean Chambers, Water & Sewer Director, 970-350-9815

Title:

Public hearing and final reading of an ordinance amending Chapter 13.44 of the Municipal Code of the City of Greeley relating to Local Improvement Districts

Summary:

Local Improvement Districts (LID) are a tool currently in Chapter 13.44 of the Greeley Municipal Code, which support adequate public facilities and orderly growth. LIDs are an existing mechanism in Code related to financing public infrastructure that is required growth and development. LIDs are an ideal tool for large off site infrastructure that has a defined and limited area of service, such as a large trunk sewer main, sewer lift station or large storm sewer required for growth in a specific area. The use of a LID allows for the City's collection of infrastructure cost reimbursement for large off site infrastructure project expenses that are required for sub-areas of the City. The proposed updated LID Code will help to prevent such projects from impeding growth and ensure that over time the City and its existing citizens are made whole.

The recommended Code revision to the LID provisions have been coordinated among Water & Sewer, Stormwater, and Public Works to ensure that the Code revisions will fully serve the City's infrastructure program. This ordinance was introduced at the June 23, 2020 Special City Council meeting.

Fiscal Impact:

Does this item create a fiscal impact on the City of Greeley?	Yes
If yes, what is the initial, or, onetime impact?	None
What is the annual impact?	Unknown, see Additional Comments
What fund of the City will provide Funding?	N/A
What is the source of revenue within the fund?	N/A
Is there grant funding for this item?	No
If yes, does this grant require a match?	
Is this grant onetime or ongoing?	
Additional Comments:	There is no immediate fiscal impact associated with the proposed change to Chapter 13.44. If the code changes are adopted, future capital budgets will likely contain infrastructure projects eligible for reimbursement through a local improvement district.

Legal Issues:

Consideration of this matter is a legislative process. The proposed ordinance and resulting Code changes were reviewed by the City Attorney's Office.

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

Applicable Council Priority and Goal:

Infrastructure & Growth: Establish the capital and human infrastructure to support and maintain a safe, competitive, appealing and successful community.

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

Proposed blackline of showing proposed language changes to Greeley Municipal Code Chapter 13.44

PowerPoint

CITY OF GREELEY, COLORADO
ORDINANCE ____, 2020

AN ORDINANCE AMENDING CHAPTER 13.44 OF THE MUNICIPAL CODE OF THE CITY OF GREELEY (CONCERNING LOCAL IMPROVEMENT DISTRICTS)

WHEREAS, the City of Greeley, Colorado ("City") is a home rule municipality empowered pursuant to Sections 1 and 6 of Article XX, and Section 7 of Article X of the Colorado Constitution to, *inter alia*, levy assessments against real property within the City for municipal purposes, including, without limitation, for local improvements; and

WHEREAS, the Charter for the City of Greeley, Colorado and Article 25 (Public Improvements) of Title 31 (Government – Municipal) further empower the City to establish local improvement districts, for the purpose of, *inter alia*, constructing local improvements and assessing the costs thereof upon the property especially benefitted by such improvements; and

WHEREAS, Chapter 13.44 (Local Improvement Districts) of the Greeley Municipal Code sets forth the particular authority and procedures by which the City may establish such local improvement districts; and

WHEREAS, the City desires to clarify the nature of public improvement projects for which it may establish local improvement districts and the scope of properties that may be included within such districts, to ensure that the City may establish local improvement districts in a manner that is as equitable to its citizens as possible;

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

Section 1. Chapter 13.44 of the Greeley Municipal Code shall be amended as shown on Exhibit A, attached hereto and incorporated herein.

Section 2. Except as explicitly modified on Exhibit A, all other provisions of Chapter 13.44 of the Greeley Municipal Code shall remain in full force and effect.

Section 3. 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 _____ 2020.

ATTEST

CITY OF GREELEY, COLORADO

City Clerk

Mayor

EXHIBIT A
ORDINANCE AMENDING CHAPTER 13.44
GREELEY MUNICIPAL CODE

13.44.010 - Authority of City Council to create local improvement districts.

(d) District creation.

(1) Creation. The City Council, on its own initiative or by property owner petition, shall have the authority to create local improvement districts for making improvements of a special nature. The district may include construction, enhancement or reconstruction, maintenance, widening, surfacing and resurfacing streets and alleys; constructing, enhancement or reconstruction or maintenance of sidewalks, bike paths, curbs, ~~and gutters,~~ **OR OTHER TRANSPORTATION INFRASTRUCTURE**; extending, constructing, enhancing, maintaining or reconstructing ~~sanitation and storm sewers and water,~~ **SEWER, OR STORMWATER lines INFRASTRUCTURE**; setting apart portions of street or alley rights-of-way for use as pedestrian malls; creating parks; construction, enhancement, maintenance or reconstruction of off-street parking facilities; and landscaping of nontraveled portions of street and alley rights-of-way.

13.44.030 - Property included; certain conventional improvement districts.

Local improvement districts created for constructing, widening, surfacing, maintaining or otherwise improving streets or alleys, constructing, reconstructing, surfacing, maintaining or otherwise improving sidewalks, bike paths, ~~or curbs, and gutters,~~ **OR OTHER TRANSPORTATION INFRASTRUCTURE**, or extending or constructing ~~sanitation sewers or water,~~ **SEWER, OR STORMWATER lines INFRASTRUCTURE**, shall consist of the lots and lands abutting on the right-of-way to be so improved or in which such ~~sewer or water line~~ **INFRASTRUCTURE** is to be installed, **OR THE LOTS AND LANDS WHICH THE CITY COUNCIL DETERMINES WILL BE SPECIALLY BENEFITTED BY SUCH IMPROVEMENTS**. In the case of street, alley, ~~sewer and water,~~ **SEWER, OR STORMWATER line INFRASTRUCTURE** improvements, this ~~shall~~ **MAY** include lots and lands abutting **OR OTHERWISE LOCATED** on both sides of the street, avenue, ~~or alley~~ right-of-way which is to be improved or in which the ~~sewer or utility line~~ **INFRASTRUCTURE** is to be installed. In the case of sidewalks, bike paths, ~~and curbs, and gutters,~~ **OR OTHER TRANSPORTATION INFRASTRUCTURE**, ~~or any of them,~~ the lands and lots to be included shall be those abutting on that side of the street or avenue right-of-way along which the sidewalk, bike path, ~~or curb, and gutter,~~ **OR OTHER INFRASTRUCTURE** is to be constructed. However, notwithstanding the foregoing provisions of this Section, any local improvement district created for constructing, widening, surfacing or otherwise improving streets or alleys, or constructing, reconstructing, surfacing or otherwise improving sidewalks, bike paths or curbs and gutters (including, without limitation, landscaping improvements and improvements consisting of or modifying streets or alleys for use primarily as pedestrian malls or parking area), which local improvements are to be located within the Greeley General Improvement District No. 1, created by Ordinance 26, 1968, shall consist of lands or lots comprising an area which the City Council determines will be specially benefited by such local improvements, regardless of whether such lands or lots abut on the right-of-way along which such improvements are to be constructed.

Amendment to Clarify Municipal Code Chapter 13.44

Local Improvement Districts (LIDs)

City Council Special Meeting
June 23, 2020

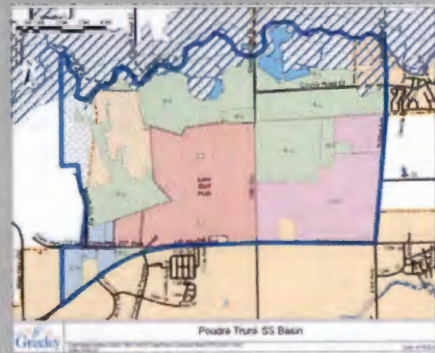


Basis for Recommendation to Modify Greeley Municipal Code on LIDs

Water & Sewer Dept., in collaboration with other infrastructure departments, is seeking to clarify certain language in Chapter 13.44 of the Code.

- Code provides a local area improvement district tool that is specific to certain types of infrastructure, but ambiguous in its application to other key infrastructure.
- Staff seeks to better define application of Chapter 13.44
- Guide the creation of LIDs with appropriate flexibility for improvements and more precise cost recovery outside of what is currently listed under Section 13.44 of the code.

Poudre Trunk Sewer LID Opportunity



Current Municipal Code (Local Improvement Districts)

Summary of Current Municipal Code

- Chapter 13.44.030 and 13.44.050
 - Explicitly allows for development of improvement districts for streets or alleys, sidewalks, bike paths or curbs and gutters, or extending or constructing sanitation sewers or water lines.
 - Shall consist of lots and lands abutting on the right-of-way or land for which water or sewer lines are installed.
 - Cost shall be assessed based on frontage, zone, or other equitable basis.
- Chapter 13.44.040 and 13.44.060
 - Allows for development of improvement districts that do not meet the requirements of Chapter 13.44.030 (not roadway improvements, water lines or sewer lines).
 - Shall consist of lots and lands specially benefitted by the local improvements.
 - Cost shall be assessed on basis of land or lot area.



Limitations of Current Municipal Code Ch. 13.44

- Chapter 13.44.030 and 13.44.050
 - Limits properties to be included in improvement district to those properties abutting the improvements. Many improvement districts have service boundaries beyond the abutting property.
 - Limits the type of improvements for an improvement district to roadway, water pipe, or sewer pipes.
 - Arguably excludes storm sewer infrastructure such as detention ponds, channel improvements or pipe.
 - Arguably excludes water and sewer infrastructure beyond pipe. (Lift Stations & Trunk Lines)
 - Arguably excludes other transportation improvements not listed.
- Chapter 13.44.040 and 13.44.060
 - Limits how the land owners are assessed the cost of the improvements. Cost can only be assessed by area, which in some cases may not be the most fair.
 - Other methods would offer a more precise and equitable assessment of costs
 - Impervious Land Area (Stormwater)
 - ¾" single family equivalence (Water and Sewer)
 - Traffic count



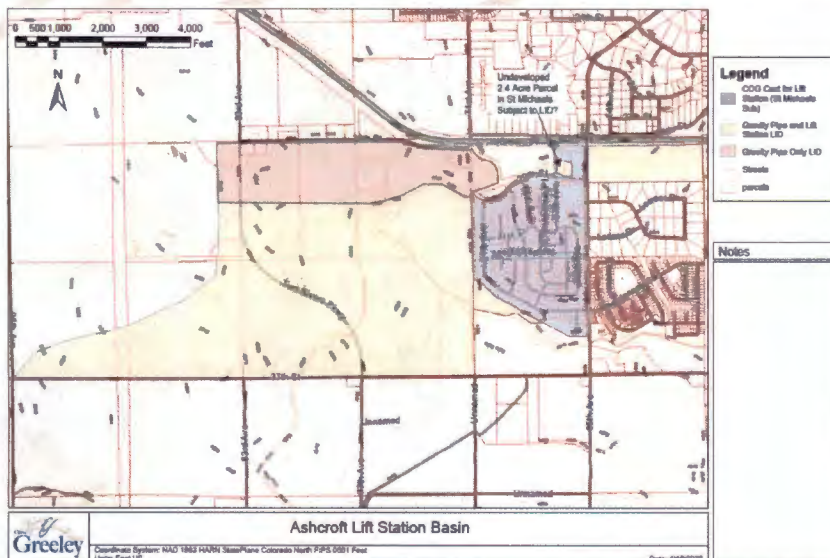
Proposed Revisions to Section 13.44.030

Staff recommends approval of the Ordinance and Municipal Code revisions as drafted based upon work with COA's office to draft code revisions for the following:

- Provides flexibility to create an improvement district for local public infrastructure outside of the limits currently listed under Section 13.44.030 of the code.
- Provides flexibility on including properties not adjacent to the proposed infrastructure improvements but for which a definable service and benefit will be derived.
- Allow flexibility for more effective methodologies for how properties are assessed proportional infrastructure costs
 - More equitable basis than Sections 13.44.040 and 13.44.060, which is limited to land or lot area.
- Staff recommends introduction of the Ordinance as presented and Schedule a second reading and presentation for Tue. July 7th



Example: Proposed Ashcroft Lift Station LID



Sewer Lift Station LID Boundary defined by Yellow (undeveloped lands) and Blue (St. Michaels Subdivision)

Gravity Sewer LID proposed for areas that don't need a lift station, but will require downstream sewer upgrades. All of Ashcroft needs these capacity upgrades, so Gravity LID includes yellow, blue and red.

Water and Sewer's cost share, developed portion of the blue



Staff recommends introduction of the Ordinance as presented,
and schedule a second reading and presentation for Tue. July 7th

QUESTIONS?



Council Agenda Summary

July 7, 2020

Agenda Item Number 24

Key Staff Contact: Roy Otto, City Manager, 970-350-9750

Title:

COVID-19 Update

Summary:

There will be a brief update to Council regarding COVID-19.

Council Agenda Summary

July 7, 2020

Agenda Item Number 25

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 Worksession Schedule regarding any upcoming meetings or events.

****** Due to the lack of items for consideration, there is a need to cancel the July 21, 2020 Council meeting. If Council concurs, a motion is needed.

Attachments

Council Meeting/Worksession Schedule
Council Meetings/Other Events Calendar

City Council Meeting Scheduling

Current as of 7/2/2020

This schedule is subject to change


Date	Description	Sponsor	Placement/Time
July 14, 2020 Worksession Meeting	CPRD Cost Recovery Study Overview	Andy McRoberts	0.50
	Short-Term Rentals Discussion	Brad Mueller	0.50
	CAFR Presentation	Robert Miller	0.50
July 21, 2020 Council Meeting	Pending cancellation		
July 28, 2020 Worksession Meeting	Quarterly Financial Report	Robert Miller	0.50
	Discussion of Development Impact Fees	Robert Miller	1.00
	Municipal Code Recodification - Review of Changes	Cheryl Aragon	0.75
	Strategic Housing Plan Progress/Update (non-action)	Ben Snow	0.50
August 4, 2020 Council Meeting	Resolution - Naming of Stampede Stage	Andy McRoberts	Consent
	Ordinance - Intro - Ballot Measures for Tax Renewals	Robert Miller	Consent
	Ordinance - Intro - Municipal Code Recodification	Cheryl Aragon	Consent
August 11, 2020 Worksession Meeting	Business Attraction/New Opportunities	Ben Snow	0.25
	Results of HRC Meeting and Cultural Awareness Training	Becky Safarik	0.50
August 18, 2020 Council Meeting	Resolution - Northeast All Hazards Region 2020 Grant Award	Robert Miller	Consent
	Resolution - IGA with Weld County for the Coordinated Election	Cheryl Aragon	Consent
	Resolution - Ballot Ratification	Cheryl Aragon	Consent
	Ordinance - Intro - Code Revisions for Standard Review	Robert Miller	Consent
	Ordinance - Final - Municipal Code Recodification	Cheryl Aragon	Regular
August 25, 2020 Worksession Meeting	Ordinance - Final - Ballot Measures for Tax Renewals	Robert Miller	Regular
	Impact Fee Study	Robert Miller	1.00
	Revenue Project Overview for the 2021/2022 Budget	Robert Miller	0.50

July 6, 2020 - July 12, 2020

July 2020							August 2020						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4							1
5	6	7	8	9	10	11	2	3	4	5	6	7	8
12	13	14	15	16	17	18	9	10	11	12	13	14	15
19	20	21	22	23	24	25	16	17	18	19	20	21	22
26	27	28	29	30	31		23	24	25	26	27	28	29
							30	31					

Monday, July 6

Tuesday, July 7

6:00pm - City Council Meeting (Council's Chambers, 1001 11th Avenue) 

Wednesday, July 8

Thursday, July 9

Friday, July 10

Saturday, July 11

Sunday, July 12

July 13, 2020 - July 19, 2020

July 2020							August 2020						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3	4						1
5	6	7	8	9	10	11	2	3	4	5	6	7	8
12	13	14	15	16	17	18	9	10	11	12	13	14	15
19	20	21	22	23	24	25	16	17	18	19	20	21	22
26	27	28	29	30	31		23	24	25	26	27	28	29
							30	31					

Monday, July 13

Tuesday, July 14

6:00pm - 9:00pm City Council Worksession
<https://zoom.us/j/332065143> - Jessica Diagona

Wednesday, July 15

2:00pm - 5:00pm Water & Sewer Board (Gates)

Thursday, July 16

7:30am - 8:30am DDA (Zasada/Butler)

3:30pm - 4:30pm Airport Authority (Clark/Payton)

Friday, July 17

Saturday, July 18


Sunday, July 19

July 20, 2020 - July 26, 2020

July 2020							August 2020						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4							1
5	6	7	8	9	10	11	2	3	4	5	6	7	8
12	13	14	15	16	17	18	9	10	11	12	13	14	15
19	20	21	22	23	24	25	16	17	18	19	20	21	22
26	27	28	29	30	31		23	24	25	26	27	28	29
							30	31					

Monday, July 20

Tuesday, July 21

6:00pm - City Council Meeting (Council's Chambers, 1001 11th Avenue) 

Wednesday, July 22

Thursday, July 23

Friday, July 24

Saturday, July 25

Sunday, July 26

July 27, 2020 - August 2, 2020

July 2020							August 2020						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3	4						1
5	6	7	8	9	10	11	2	3	4	5	6	7	8
12	13	14	15	16	17	18	9	10	11	12	13	14	15
19	20	21	22	23	24	25	16	17	18	19	20	21	22
26	27	28	29	30	31		23	24	25	26	27	28	29
							30	31					

Monday, July 27

- 11:30am - 12:30pm Greeley Chamber of Commerce (Hall) 🗓️
- 6:00pm - 7:00pm Youth Commission (Butler) 🗓️

Tuesday, July 28

- 6:00pm - 9:00pm City Council Worksession
(<https://zoom.us/j/508162666>) - Jessica Diagana 🗓️

Wednesday, July 29

- 7:00am - 8:00am Upstate Colorado Economic Development
(Gates/Hall) (Upstate Colorado Conference Room) - Council Master
Calendar 🗓️

Thursday, July 30

Friday, July 31

Saturday, August 1


Sunday, August 2

August 3, 2020 - August 9, 2020

August 2020							September 2020						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
						1			1	2	3	4	5
2	3	4	5	6	7	8	6	7	8	9	10	11	12
9	10	11	12	13	14	15	13	14	15	16	17	18	19
16	17	18	19	20	21	22	20	21	22	23	24	25	26
23	24	25	26	27	28	29	27	28	29	30			
30	31												




Monday, August 3

Tuesday, August 4

6:00pm - City Council Meeting (Council's Chambers, 1001 11th Avenue) 

Wednesday, August 5

Thursday, August 6

- 7:00am - Poudre River Trail (Hall)** 
- 3:30pm - IG Adv. Board (Butler)** 
- 6:00pm - MPO (Gates/Payton)** 

Friday, August 7

Saturday, August 8

Sunday, August 9

Council Agenda Summary

July 7, 2020

Agenda Item Number 26

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 at 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.

Council Agenda Summary

July 7, 2020

Agenda Item Number 27

[Title](#)

Adjournment