



### **Remote Meeting Instructions for the October 6, 2020, City Council Meeting:**

In order to comply with all health orders and State guidelines to stop the spread of the COVID-19 Coronavirus, **no physical location, including the City Council Chambers, will be set up for viewing or participating in this Council Meeting.**

You can view this Council Meeting by following the instructions below to watch the YouTube live stream. By utilizing this option to view the meeting, you will not be able to provide live input during the meeting. To provide live input, see the "In real time" instructions near the bottom of this page.

- From your laptop or computer, click the following link or enter it manually into your Web Browser: ([www.youtube.com/CityofGreeley](https://www.youtube.com/CityofGreeley))
- Clicking the link above will take you to the City of Greeley's YouTube Channel.
- Once there, you will be able to view the meeting!

**Citizen input and public comment for items appearing on this agenda as public hearings/quasi-judicial are valuable and welcome!**

**Anyone interested in participating and sharing public comments have a few of options:**

**Via email? – Submit to [cityclerks@greeleygov.com](mailto:cityclerks@greeleygov.com)**

All comments submitted this way will be read into the record at the appropriate points during this meeting in real time. Comments can be submitted up to and throughout this meeting.

**Via traditional Mail? - Address to the Greeley City Clerk's Office, 1000 10<sup>th</sup> Street, Greeley, CO 80631**

All written comments must be received no later than the day of the meeting. Again, written comments received by mail will also be read into the record in real time.

**In real time? – <https://greeleygov.zoom.us/j/98241485414>**

**Clicking the link above will give you access to the live meeting where you will become a virtual audience member and be able to speak under Citizen Input on items not already on the agenda or during a scheduled public hearing.**

Please visit the City's website at <https://greeleygov.com/government/council> to view and download the contents of the October 6, 2020, City Council Meeting. You are also welcome to call the City Clerk's Office at 970-350-9740 with any special needs or questions that you may have.





**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

**October 06, 2020 at 6:00 PM**

**This meeting will be conducted remotely. (See previous page for participation instructions and/or to view the YouTube live stream.)**

- [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

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## **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.

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- [9.](#) Approval of the Special City Council Proceedings of September 8, 2020
- [10.](#) Acceptance of the Report of the September 8, 2020, City Council Worksession
- [11.](#) Acceptance of the Report of the September 15, 2020, Performance Review Committee meeting
- [12.](#) Approval of the City Council Proceedings of September 15, 2020
- [13.](#) Acceptance of the Report of the September 22, 2020, City Council Worksession
- [14.](#) Consideration of a resolution of the City of Greeley City Council authorizing agreements with the Union Pacific Railroad for maintenance of the 8th street and the 10th street crossings necessary for completion of construction



for the establishment of the quiet zone in the downtown area

- [15.](#) Consideration of a resolution to support an application for grant funding from the State of Colorado Department of Natural Resources State Trails program for re-construction of the Poudre River Trail east of 71st Avenue
- [16.](#) Consideration of a resolution appointing John Karner to the Position of Finance Director and Ex-officio City Treasurer
- [17.](#) Consideration of a resolution authorizing the City of Greeley to enter into a Grant Agreement between the City of Greeley and the State of Colorado, Division of Local Affairs, regarding receipt of grant funding provided by the Gray and Black Market Marijuana Enforcement Program
- [18.](#) Introduction and first reading of an ordinance adopting the General and Seasonal/Hourly Employee Pay Plans for 2021
- [19.](#) Introduction and first reading of an ordinance changing the official zoning map of the City of Greeley, Colorado, from I-L (Industrial Low Intensity) to R-H (Residential High Density) for approximately .29 acres of property located at 1530 4<sup>th</sup> Avenue, known as the 1530 4<sup>th</sup> Avenue Rezone
- [20.](#) Consideration to approve a change order in the amount of \$68,080.00 to the contract with JUB Engineers for the 20th Street from 83rd to 90th Avenue roadway project bringing the revised contract amount from \$481,968.00 to \$550,048.00

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

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- [21.](#) Pulled Consent Agenda Items
- [22.](#) Public hearing and final reading of an ordinance to adopt a new section of the Greeley Municipal Code, in order to establish allowances and regulations to activities within the City-managed natural areas and trail corridors.
- [23.](#) Public hearing and introduction and first reading of an ordinance adopting the Budget for 2021
- [24.](#) Consideration of a resolution of appreciation and support for the officers of the Greeley Police Department
- [25.](#) Consideration of a resolution designating the City's Claims Review Board as the appropriate body to determine indemnification of sworn employees of the Greeley Police Department in certain civil actions
- [26.](#) Scheduling of Meetings, Other Events
- [27.](#) 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
- [28.](#) Adjournment



# Council Agenda Summary

October 6, 2020

## **Agenda Item Number 1**

### Title

Call to Order



# Council Agenda Summary

October 6, 2020

## **Agenda Item Number 2**

### Title

Pledge of Allegiance



# Council Agenda Summary

October 6, 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

October 6, 2020

## **Agenda Item Number 4**

### Title

Recognitions and Proclamations

### Summary

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

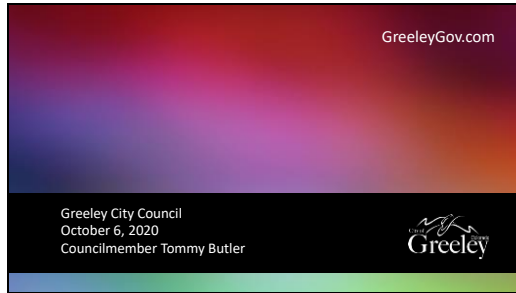
Mayor Gates will present a proclamation for National Arts & Humanities Month encourages citizens to celebrate and participate in the arts and culture in our community during this month and throughout the year.

### Attachments

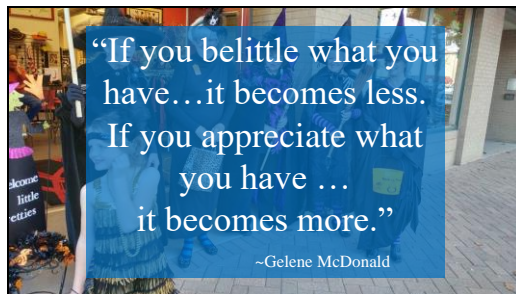
October 6, 2020 What's Great about Greeley Report  
National Arts & Humanities Month Proclamation



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 Weld County Regional Communications Center in Greeley has been named the 2020 PSAP of the Year by NICE, the world's leading provider of both cloud and on-premises enterprise software solutions. PSAPs' Finest Awards recognize the dedicated individuals and team stand-outs in public safety emergency communications.

Slide 4



Congratulations to Greeley for taking first place in the NOCO Active Transportation Challenge held September 20-26. The friendly competition between Northern Colorado communities celebrated active modes of transportation. Officials encouraged community members to pledge to walk, scoot, or skate instead of driving at least once during the weeklong challenge.

Slide 5



And that's What's Great about Greeley.





## National Arts & Humanities Month

**WHEREAS**, the month of October has been recognized as National Arts and Humanities Month by thousands of arts and cultural organizations, communities, and states across the country, as well as by the White House and Congress for over 30 years; and

**WHEREAS**, the arts and humanities embody much of the accumulated wisdom, intellect, and imagination of humankind; and

**WHEREAS**, the arts and humanities play a unique role in the lives of our families, our communities, and our country and enrich the lives of every American; and

**WHEREAS**, the nonprofit arts industry also strengthens our economy by generating \$166.3 billion in economic activity annually, supporting 4.6 million jobs nationally, and generating \$27.5 billion in government revenue; and

**WHEREAS**, the City of Greeley has embraced and supported art and culture since its establishment as the Union Colony settlement; and

**WHEREAS**, the City of Greeley fosters community appreciation of the arts through support of various community organizations as well as its Culture, Parks and Recreation facilities and programs and through the work of its Greeley Arts Commission which manages the City's public arts program; and

**WHEREAS**, in 2012, the City Council established the Greeley Creative District, which has now grown to be an independent non-profit organization that highlights and expands the community's quality of life offerings related to the creative industry.

**NOW, THEREFORE, I**, John Gates, by virtue of the authority vested in me as Mayor of the City of Greeley, do hereby proclaim October, 2020, as ***National Arts and Humanities Month*** in Greeley and encourage residents to celebrate and participate in the arts and culture in our community during this month and throughout the year.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused to be affixed the official seal of the City of Greeley, Colorado, this 6<sup>th</sup> day of October, 2020.

\_\_\_\_\_  
John Gates  
Mayor



# Council Agenda Summary

October 6, 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

October 6, 2020

## **Agenda Item Number 6**

### Title

Approval of the Agenda



# Council Agenda Summary

October 6, 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

October 6, 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**

<b>Council Request</b>	<b>Council Meeting, Worksession, or Committee Meeting Date Requested</b>	<b>Status or Disposition</b> (After completion, item is shown one time as completed and then removed.)	<b>Assigned to:</b>
Councilmember Clark requested guidance on the City's indemnification process for police officers and requested that the City's Claim Review Board be the entity that deals with the police officer indemnification process going forward.	September 15, 2020	A resolution regarding this matter is scheduled for Council's consideration at their October 6, 2020 Council Meeting.	Doug Marek
Councilmember Clark also requested that a policy be put in place showing the City's support for police officers, specifically as it relates to liability and indemnification.	September 15, 2020	A resolution regarding this matter is scheduled for Council's consideration at their October 6, 2020 Council Meeting.	Doug Marek
Councilmember Butler requested that the Fire Department present to Council at a future Worksession the recent work they have done to fight Colorado's wildfires and the hurricane relief efforts they have been part of.	September 15, 2020	Staff is working to schedule an item for a Worksession later this year.	Chief Dale Lyman



# Consent Agenda

October 6, 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 20 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

October 6, 2020

## **Agenda Item Number 9**

Key Staff Contact: Anissa Hollingshead, City Clerk, 350-9742

### **Title:**

Approval of the Special City Council Proceedings of September 8, 2020

### **Summary:**

A special meeting of the City Council was held on September 8, 2020, virtually utilizing the Zoom Platform.

### **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:**

September 8, 2020 Special Proceedings



City of Greeley, Colorado  
**SPECIAL CITY COUNCIL PROCEEDINGS**  
 September 8, 2020

**1. Call to Order**

Mayor John Gates called the remote Special Meeting to order at 6:00 p.m. via the City's Zoom platform.

**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. Public hearing and final reading of an ordinance amending the Greeley Municipal Code by extending the effective automatic termination date of the "Downtown Open Consumption Area"**

Cheryl Aragon, Interim City Clerk, reported that this item came forward on introduction in late September in response to State orders that closed or limited the operation of nearly every form of gathering of persons, including retail stores and restaurants. She noted that as the spread of the virus slowed, the State relaxed its orders on physical distancing to allow a staged and measured reintroduction of the movement of residents by allowing the limited reopening of stores, offices, restaurants, and certain public spaces.

She went on to state that in June, in response to a request from Downtown restaurants to facilitate the consumption of alcohol in a limited seating area on and near the 8<sup>th</sup> and 9<sup>th</sup> Street Downtown Plazas to attract patrons in a manner compliant with State orders, the City Council adopted a limited Open Consumption ordinance for the Downtown set to expire on September 12<sup>th</sup>, in line with State Orders.

Ms. Aragon advised that as the State's management of the COVID virus has met with some success, there are indications that the Governor may extend its permissions for outdoor gatherings beyond the September 12<sup>th</sup> date. As such, Downtown businesses have asked that the City also extend the effective period for the allowance of the Downtown Open Container area. She noted that Council has expressed a willingness to consider an extension, and also asked for feedback from Downtown businesses and residents.

She went on to review a summary of the feedback received that included both objection to an extension as well as support for the extension with some ideas and options for doing so. She reminded Council that the ordinance was introduced at the last special meeting extending this area to October 13<sup>th</sup> and that the action to close the plazas is handled administratively, so council can offer preferences for the opening or closing of the area in the Downtown.

Doug Marek, City Attorney, advised that should the Governor's orders expire sooner than the October 13<sup>th</sup> date within the ordinance, then the State order would prevail.

In response to questions from the Council about City staff impact for opening and closing the streets, staff noted that it will lean on the Downtown Development Authority for some assistance with this, and it was



noted that City staff is typically used to opening and closing these streets for annual Friday Fest events as well.

The Public Hearing was opened at 6:14 p.m.

Mayor Gates made note of the written comments provided in the handout just distributed today, and it was noted that no additional comments had been received to the City Clerks email account as of 6:14 p.m.

Participating from the virtual audience was Matt Revitte, Downtown property owner. He did have some technical issues and was unable to communicate with Council, but it was noted that he had provided written material with his comments.

LaShonn, a member of the virtual audience and Downtown resident, was present and expressed concern about extending this ordinance in that it is difficult for residents to park far away and walk back and forth to get to vehicles to go to appointments. She expressed that there is no need for this to go beyond the existing term.

Mayor Gates thanked her for her comments and provided some history about how we got here.

There being no other public comments offered, Mayor Gates closed the public hearing at 6:21 p.m.

Councilmember Butler inquired of Police Chief Mark Jones statistics about homeless issues in this area.

Chief Jones stated that an exact count or number is not really kept, but stated that there are areas in the Downtown area that seem to have ticked up a bit, and it is closer to the City Hall facilities. He also shared that he does not have any hard numbers in relation to this ordinance since it has been in place.

Councilmember Clark expressed support for closing the streets on Friday and reopening them on Sunday morning but not all week for these additional 30 days or so.

Councilmember Butler concurred.

Councilmember Hall suggested keeping 8<sup>th</sup> Street Plaza open and opening 9<sup>th</sup> Street until the weekends, starting on Fridays.

Councilmember Zasada suggested that the ordinance be approved but not shut down any streets. The residents concern matter too, but can support closure of the streets on the weekends.

Mayor Gates shared that he is concerned about safety in the area. He noted that he would be supportive of street closures on Fridays through Sunday mornings.

Councilmember Clark moved, seconded by Councilmember Butler to amend Section 6.16.271(d) of the ordinance to automatically be repealed upon expiration of the Section II. Q of the State of Colorado Executive Order or at 12:01 a.m. on October 13, 2020, whichever is earlier, unless extended by Council. After a roll call vote, the motion carried: 7-0

Councilmember Hall moved, seconded by Councilmember Fitzsimmons to adopt the amended ordinance and publish it in full. The motion carried: 7-0



Councilmember Fitzsimmons moved, seconded by Councilmember Payton to close the 8<sup>th</sup> and 9<sup>th</sup> Street Plazas from Friday afternoons at 3:00 p.m. to Sunday mornings at 9:00 a.m. during the period this ordinance is in effect. Following a roll call vote, the motion carried: 7-0

Mayor Gates congratulated and thanked the City staff for their work on this ordinance.

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 6:40 p.m.

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John Gates, Mayor

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Cheryl Aragon, Interim City Clerk



# Council Agenda Summary

October 6, 2020

## **Agenda Item Number 10**

Key Staff Contact: Anissa Hollingshead, City Clerk, 970-350-9742

### **Title:**

Acceptance of the Report of the September 8, 2020, City Council Worksession

### **Summary:**

A City Council Worksession was held on September 8, 2020, virtually utilizing the Zoom Platform.

### **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:**

September 8, 2020 Report



City of Greeley, Colorado  
**COUNCIL WORKSESSION REPORT**  
 September 8, 2020

**1. CALL TO ORDER**

The virtual meeting was called to order at 5:00 p.m. by Mayor Gates via the City's Zoom platform.

**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**

There were no reports offered.

**5. COVID – 19 UPDATE**

Dan Frazen, Emergency Manager, reported that the report Council received is based on Friday data from the week before. He noted that the positivity rate is seeing a slight uptick.

Councilmember Clark asked about the percentages and hospital data.

Mr. Frazen noted that there are a total of 15 at both hospitals and with regard to positivity percentages, he advised that the County is at 4.15 percent and Greeley/Evans is at 4.46 percent, which is a 14-day average.

He also shared that there is not a testing site in Greeley, but one is expected soon in West Greeley.

Councilmember Zasada asked about thoughts about the virus and if it is less deadly right now and what the severity is looking like, and Mr. Frazen indicated that the emergency management professionals he is in contact with seem to think that it's essentially the same, no change.

**6. TALENT DEVELOPMENT UPDATE**

Ben Snow, Economic Health and Housing Director, reported that talent/workforce is an important component of our overall economic development strategy and that developing people involves many entities within our community and it is so important for the City to maintain strong relationships with our many partners.

He went on to state that the City's ACE (Achieving Community Excellence) initiative has entered a new phase, which we call ACE 2.0, following a board retreat held last winter. The ACE Board recognizes its role in being a catalyst in the community for excellence, particularly towards achieving our potential in the



three areas the board will be focused on the next few years: Talent Development, Entrepreneurship and NextGen Leadership Development.

Since the onset of COVID-19, Mr. Snow noted that he has also seen a dramatic impact on our labor force, resulting from mass business closures, layoffs and unemployment claims. Some sectors of the economy were harder hit than others, and it's important to understand that distinction as we continue working toward recovery.

He went on to review labor market metrics and to state that looking into our future, there are some exciting things happening with talent development, particularly with our young people who are taking advantage of local internships, apprenticeships, and scholarships. While we still have a lot of work to do, he stated that what has been established here in Greeley and Weld County is fast becoming the envy of so many other communities we compete with for talent.

Councilmember Clark asked about Larimer County and Weld County labor market metrics, and Mr. Snow noted that it's all about scale since Larimer is so much bigger.

## **7. 2021 PROPOSED BUDGET PRESENTATIONS**

Robert Miller, Interim Finance Director, reported that the Fiscal Year 2021 budget presentations will focus on the differences from 2020 to 2021 and will identify the funding gap, areas of strategic investment, reductions, and excellence in operational re-alignment. He reviewed the budget transmittal letter that was included in Council's packet which provides an overview of the factors driving and highlights of the Fiscal Year 2021 proposed budget.

He then went on to speak about the flexible budget that is being submitted and again noted that the presentation of the budget will be condensed to focus on variances from the 2020 budget.

Mr. Miller reviewed the budget by fund type; categories of what drives the City's budget; expenditure assumptions such as inflation and salaries which is not proposing raises for general employees, postage, etc.; and a high level view of all departments. He stated that the things staff focused on when preparing this budget included the development of options, creation of an initial 2021 budget, and an ability to modify it after adoption.

Councilmember Hall inquired about budget styles used, such as spend budgeted funds or lose it, and Mr. Miller advised that the City does within capital funds. Dollars are set aside in order to complete the project.

Roy Otto, City Manager, reported that within the City Manager's budget, some Police investments have been considered. He noted that this includes liability insurance to cover cost for liability to police officers created by State Senate Bill 217; a dedicated police attorney for the Police Department; and negotiated increases for police officers per the Union contract.

He went on to discuss assessments and studies and what budget proposals came out of those including project design and identified positions investments in Public Works and Human Resources.

Andy McRoberts, Culture, Parks & Recreation Director, reported on budget reductions by Division and timelines for the resumption of various services and operations with the Department.



Dale Lyman, Fire Chief, reported on Fire Investments proposed for 2021 including Lexipol Public Safety Policy Review and Training software to limit risk and liability to the City, and an Assistant Emergency Manager within the Office of Emergency Management. He noted that the position will help to be more proactive and work more closely with departments on a more robust emergency management plan for the City.

Scott Magerfleish, IT Director, reported on IT investments for 2021 which include Microsoft Office 365, Oracle software, and work from home enhancements.

Councilmember Hall expressed his preference for City employees to be working in offices versus working from home when that is safe and feasible.

Mr. Miller stated that Water & Sewer will be reviewing their operating budget at the next Worksession.

Councilmember Clark asked about CARES Act money that could help, and Mr. Miller noted that there is a good possibility that there will be carryover funding due to CARES Act funding which will mean that the City may not need to dip into reserves, and allows the Council to adopt a balanced budget without it.

## **8. SCHEDULING OF MEETINGS AND OTHER EVENTS**

No additional meetings or events were scheduled.

## **9. ADJOURNMENT**

There being no further business to come before the Council, Mayor Gates adjourned the meeting at 7:48 p.m.

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Cheryl Aragon, Interim City Clerk



# Council Agenda Summary

October 6, 2020

## **Agenda Item Number 11**

Key Staff Contact: Anissa Hollingshead, City Clerk, 970-350-9742

### **Title:**

Acceptance of the Report of the September 15, 2020, Performance Review Committee meeting

### **Summary:**

A meeting of the Performance Review Committee was held on September 15, 2020, virtually utilizing the Zoom Platform.

### **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:**

September 15, 2020 Report



City of Greeley, Colorado  
**CITY COUNCIL SUBCOMMITTEE**  
**Review Procedures for Council Direct Reports**  
September 15, 2020

The session began at 5:00 p.m. and was held remotely via the City's Zoom platform.

Those present were Mayor John Gates and Councilmembers Michael Fitzsimmons and Brett Payton. Also present were Cheryl Aragon, Interim City Clerk; Maria Gonzalez-Estevez, Human Resources Director; Abbie Ponitowski, Assistant to the City Manager; and Paul Fetherston, Assistant City Manager.

Ms. Gonzalez-Estevez provided the history and background of the process the Council has followed for reviewing the performance of the City Manager, City Attorney, and Municipal Court Judge who all report to the City Council. The Mayor and Councilmembers also shared their experiences with this process.

Mayor Gates noted a need and desire for refreshing the forms used and the process itself, but noted that the self-evaluation completed by the direct reports is very useful.

With regard to goals, Mayor Gates shared that typically, each of the direct reports set their goals, and then the Council vets those. It was agreed that additional accountability for these goals needs to be created going forward.

Councilmember Fitzsimmons stated that it would be nice to get a broader view of all three direct reports, but especially the City Attorney and the Municipal Court Judge.

Ms. Gonzalez-Estevez advised that all three of Councils direct reports will be invited to this subcommittee meeting in late October to talk about the process.

There was also some discussion about automating the the process and the forms, and Councilmembers were generally supportive of that.

Overall, Councilmembers expressed that the process is good and that some areas could be enhanced, and that some additional opportunities to interact with all three direct reports should be created.

It was noted that the next meeting will be October 6, 2020, at 5:00 p.m., again via the City's Zoom platform.

There being no further business to discuss at this meeting, it was adjourned at 5:39 p.m.

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Cheryl Aragon, Interim City Clerk



# Council Agenda Summary

October 6, 2020

## **Agenda Item Number 12**

Key Staff Contact: Anissa Hollingshead, City Clerk, 350-9742

### **Title:**

Approval of the City Council Proceedings of September 15, 2020

### **Summary:**

A meeting of the City Council was held on September 15, 2020, virtually utilizing the Zoom Platform.

### **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:**

September 15, 2020 Proceedings



City of Greeley, Colorado  
**CITY COUNCIL PROCEEDINGS**  
 September 15, 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 present were Mayor John Gates and Councilmembers Tommy Butler, Ed Clark, Michael Fitzsimmons, Dale Hall, Brett Payton and Kristin Zasada.

**4. Recognitions and Proclamations**

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

Mayor Gates presented a proclamation recognizing September as Hispanic Heritage Month.

**5. Citizen Input**

Mr. Harvey read two emails into the record. The first was from Greeley resident Robert Leaf who voiced his opposition to Council's proposed diversity and inclusion training and urged Council to be skeptical toward the training. The other was from Greeley resident David Johnston who expressed his concerns about his neighborhood and specifically a problem house on his block.

David Winnett, Greeley resident, echoed the issues discussed by David Johnston regarding the problem property.

**6. Approval of Agenda**

The agenda was approved upon noting replacement documentation for Item Nos. 17 & 19.

**7. Reports from Mayor and Councilmembers**

There were no reports from the Mayor and Council.

**8. Initiatives from Mayor and Councilmembers**

Councilmember Clark requested guidance on the City's indemnification process for police officers and requested that the City's Claim Review Board be the entity that deals with the police officer indemnification process going forward.

Discussion ensued between Councilmembers, City Manager Roy Otto, and City Attorney Doug Marek.



Council reached consensus to move forward with this initiative.

Councilmember Clark also requested that a policy be put in place showing the City's support for police officers, specifically as it relates to liability and indemnification.

Discussion ensued between Councilmembers, Mr. Otto, and Mr. Marek.

Council reached consensus to move forward with this initiative.

Councilmember Butler requested that the Fire Department present to Council at a future Worksession the recent work they have done to fight Colorado's wildfires and the hurricane relief efforts they have been part of.

Council reached consensus to move forward with this initiative.

**\* \* \* \* Consent Agenda \* \* \* \***

**9. Approval of the Special City Council Proceedings of August 25, 2020**

The Council action recommended was to approve the Proceedings.

**10. Acceptance of the Report of the August 25, 2020, City Council Worksession**

The Council action recommended was to accept the Report.

**11. Approval of the City Council Proceedings of September 1, 2020**

The Council action recommended was to approve the Proceedings.

**12. Consideration of a resolution delegating the City of Greeley damage prevention safety program related to the location of underground facilities to the State of Colorado's underground damage prevention safety Commission (811 "Call before you Dig" Program)**

The Council action recommended was to adopt the resolution. (Resolution No. 44, 2020)

**13. Introduction and first reading of an ordinance to adopt a new section of the Greeley Municipal Code, in order to establish allowances and regulations to activities within the City-managed natural areas and trail corridors**

This item was pulled off of the Consent Agenda.

**14. Consideration to approve a change order in the amount of \$5,000.00 to the contract with Alterra Underground Solutions LLC for the Promontory Traffic Conduit Project bringing the revised contract amount from \$199,880.00 to \$204,880.00**

The Council action recommended was to approve the change order. (Change Order No. 9, 2020)

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



Councilmember Payton moved, seconded by Councilmember Butler to approve items 9-12 and item 14 on the Consent Agenda and their recommended actions. The motion carried: 7-0

**15. Pulled consent agenda items**

**13. Introduction and first reading of an ordinance to adopt a new section of the Greeley Municipal Code, in order to establish allowances and regulations to activities within the City-managed natural areas and trail corridors**

Councilmember Hall requested clarification from Andy McRoberts, Culture, Parks and Recreation Director, regarding confusing wording within the proposed ordinance.

Mr. McRoberts acknowledged the confusing wording and provided amendments to correct that language within the ordinance.

Councilmember Hall moved, seconded by Councilmember Payton to amend the ordinance as proposed by Mr. McRoberts. The motion carried: 7-0

Councilmember Hall moved, seconded by Councilmember Payton to introduce the ordinance as amended and schedule to public hearing and final reading for October 6, 2020. The motion carried: 7-0

**16. 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, briefly described the 3<sup>rd</sup> additional appropriation, the appropriation funds affected, the appropriation funding sources, the appropriations by categories, and concluded with a summary of the proposed additional appropriation.

Mayor Gates opened the public hearing at 6:44 p.m., none were received.

Councilmember Fitzsimmons moved, seconded by Councilmember Zasada to adopt the ordinance and publish with reference to title only. The motion carried: 7-0 (**Ordinance No. 20, 2020**)

**17. Public hearing and final reading of an ordinance adopting amendments to the Greeley Municipal Code, Appendix 18-B, Table 18.42-1, Section 18.30.070, Section 18.46.050, Section 18.46.220, and Section 18.52.036, in order to establish allowances and regulations regarding short-term rentals**

Brad Mueller, Community Development Director, provided a brief reminder about the definitions and regulations related to short-term rentals and provided some background on short-term rentals in the Greeley community.

Mr. Marek explained that, currently, the Code does not have a definition for short-term rentals, so all short-term rentals are technically illegal uses. He added that this ordinance would allow short-term rentals but with minor regulations.

Caleb Jackson, Planner, discussed common short-term rental concerns; highlighted the Code update process; discussed what the implementation of this ordinance would look like; provided an overview of



the main elements of the proposed ordinance; and discussed the recommendation from the Planning Commission.

Mayor Gates opened the public hearing at 7:02 p.m.

Mr. Harvey read an email into the record from Greeley resident Bradley Williams who voiced his opposition to the proposed ordinance because it would harm this industry during an already difficult time.

Jim Riesberg, member of the task force looking at this issue, discussed the work of the task force and how they came to their decision to support the proposed ordinance.

Larry Kilpatrick, Greeley resident, thanked the task force for their work to come up with the proposed ordinance. He voiced concerns with the ordinance, specifically the 73 day limit imposed on short-term rentals as well as the issue that no one on the task force/committee has used or owns a short-term rental. He suggested that maybe a watchdog group would be better than regulations.

David Winnett, Greeley resident, explained that he is looking for ways to add short-term rentals to his personal portfolio and would like to see them thrive.

Bradley Williams, Greeley resident, reiterated concerns voiced in the email read into the record. He continued by noting that there are already incentives for short-term rental owners to make sure their properties follow best practices without any ordinances or regulations being in place. He added that the ordinance would likely incentivize short-term rental owners to cheat instead of follow rules and best practices.

Dave Johnston, Greeley resident, voiced his support for the idea of regulating short-term rentals.

The public hearing was closed at 7:22 p.m.

Councilmember Hall expressed his view that it seems the City's Code does allow for short-term rentals, but by approving the proposed ordinance would limit the number of them and where they could be. Mr. Mueller explained that the ordinance limits a short-term rental to one bedroom, year-round, or the whole house for up to 73 days throughout the year.

In response to a question from Councilmember Hall, Mr. Mueller explained that some of those in opposition to the ordinance want unlimited use of entire house year-round.

Councilmember Zasada thanked staff, the task force, and the citizens who provided input. She continued by explaining that, in her view, there are two issues with short-term rentals. The first issue is that the current Code does not allow them to operate, and the other problem is with nuisance issues. She further explained that nuisances are already covered by our current code, but she is concerned that this ordinance is too much regulation. She recommended denial of the ordinance.

Councilmember Payton expressed his disagreement with staff explaining that short-term rentals are not prohibited by the Code and should not be prohibited by the Code because they are not operating a business. He agreed that the ordinance should be denied.



Councilmember Butler explained that he was going to propose amendments to try to fix some of the issues with the ordinance, but saw that the direction is to deny the ordinance so he did not propose any.

Councilmember Clark explained that the City needs to focus on nuisance properties that are all over the City instead of regulating businesses. He continued by expressing that short-term rentals are not currently a problem and clarified that he does not support the ordinance.

Mayor Gates thanked staff for their hard work on this issue.

Councilmember Zasada moved, seconded by Councilmember Payton to deny the ordinance. The motion carried: 6-1 (Councilmember Butler dissenting)

**18. Public hearing and final reading of an ordinance ratifying and adopting the Collective Bargaining Agreement between the Greeley Firefighters Union and the City of Greeley, Colorado, which agreement by its terms is for a period commencing January 1, 2021 through December 31, 2021**

Maria Gonzalez-Estevez, Human Resources Director, did not have a presentation but opened up for any questions from the Mayor or Council.

Councilmember Payton asked whether the City will be entering back into another round of negotiations next spring for the next year's collective bargaining agreement. Ms. Gonzalez-Estevez explained that was true.

Mayor Gates opened the public hearing at 7:34 p.m., no comments received.

Councilmember Payton moved, seconded by Councilmember Hall to adopt the ordinance and publish with reference to title only. The motion carried: 7-0 (**Ordinance No. 21, 2020**)

**19. Consideration of a resolution for approval of a Colorado Revised Statutes Title 32 Special District Consolidated Service Plan precedent to formation of eight interrelated metropolitan districts known as the Cache Metropolitan Districts Nos. 1-8 that would provide public facilities financing, operations, and maintenance**

Brittany Hathaway, Planner, provided a brief overview of special districts; explained why metro districts are formed and approved; and explained the process of the formation of a metro district. She continued by providing an overview of the request; describing the location of the proposed metro districts as well as future inclusion areas number 1 and 2; providing an overview of all of the proposed metro districts; discussing the type of development being proposed; and discussing more detail regarding the proposed capital plan and revenue sources. She concluded by providing a brief history of metro districts in Greeley; highlighting the staff review, the approval criteria, and the noticing to the public done by the City; and providing the staff recommendation.

In response to a question from Councilmember Clark, Ms. Hathaway explained that this would be the largest metro district in Greeley. She added that the developers do account for future cost projections.

Todd Johnson, with Terra Forma Solutions, described the project location; provided a project overview



and an overview of the potential phases; discussed adjacent metro districts; provided an overview of metro districts including benefits of metro districts and the responsibilities of these future metro districts; described the potential mill levy within these metro districts; highlighted the approval criteria for special district service plans; and highlighted the time frame and next steps for these projects.

Councilmember Zasada asked for justification for going for the maximum 70 mills for these metro districts. Mr. Johnson explained that it is simply the total allowed that could potentially be imposed but that they are looking to be more competitive than that.

Councilmember Payton inquired as to whether the developer's debt load actually requires the 70 mills, or if they are just seeking 70 mills because they can. Mr. Johnson explained that they want the maximum flexibility available, but will likely be below the 70 mills.

Councilmember Zasada expressed issues with the cap rate of 40 years for the collection of taxes and inquired about the buildout timeframe. Mr. Johnson explained that it is the maximum allowable for collection, but that it could be less.

Councilmember Zasada inquired about whether the taxing district would stay in place regardless of whether the development plans are fully approved in the future. Mr. Johnson explained that it would live on, but the district would not issue any debt until infrastructure started to be developed.

Councilmember Fitzsimmons inquired about who gets to vote and who will receive a ballot to vote regarding this special district. Jennifer Ivey, attorney of the applicant, explained that only residents/property owners and their spouses within the specified district would receive a ballot to vote regarding this special district.

Councilmember Clark expressed his concern about the potential of 70 mills being levied in this metro district and inquired about the potential for any oil or natural gas drilling on this land. Mr. Johnson explained that they want the maximum flexibility now so they can be as competitive as possible in the future. Mr. Johnson added that there is the potential for future oil and natural gas drilling on this land which would provide a benefit to the metro district.

Mayor Gates inquired about the potential for a school being built within this metro district. Mr. Johnson explained that they are looking for a 10-12 acre site for building the new school which would be an elementary school.

Councilmember Butler inquired about the price range for homes in this new district and what phase would affordable housing built. Mr. Johnson explained that prices would range from \$250,000 and up with a total of 3,700 units and about 10% of the units being at the lower end of the price range. He added that the more affordable housing would likely be built in the first phase.

Councilmember Butler expressed concern about the price range and the lack of affordable housing.

Councilmember Clark added that he likes the idea of having commercial property in this metro district.

The public hearing was opened at 8:36 p.m.

Miguel Perez-Luna, Evans resident, voiced his concerns with the proposal specifically because it does not



have affordable housing or plans to deal with the future traffic issues that will result from it.

The public hearing was closed at 8:41 p.m.

Councilmember Butler voiced his concern for the lack of affordable housing in the proposal and noted that he would be voting against the resolution.

Councilmember Hall moved, seconded by Councilmember Payton that based on the application received and the preceding analysis, the City Council finds that the request for the approval of a Colorado Revised Statutes Title 32 Special District Service Plan for the Cache Nos. 1-8 Metropolitan Districts is in conformance with the City of Greeley's Municipal Code Section 13.50; and therefore, approves the request and adopts the Resolution. The motion carried: 6-1 **(Councilmember Butler dissenting) (Resolution No. 45, 2020)**

**20. Appointment of applicants to the Civil Service Commission and the Human Relations Commission**

Civil Service Commission – Juan Cruz

Human Relations Commission – Janet Flaughner

**21. Scheduling of meetings, other events**

There were no additional meetings or events scheduled.

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

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

**23. Adjournment**

There being no further business to come before the Council, Mayor Gates adjourned the meeting at 8:44 p.m.

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John Gates, Mayor

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Jerry Harvey, Assistant City Clerk



# Council Agenda Summary

October 6, 2020

## **Agenda Item Number 13**

Key Staff Contact: Anissa Hollingshead, City Clerk, 970-350-9742

### **Title:**

Acceptance of the Report of the September 22, 2020, City Council Worksession

### **Summary:**

A City Council Worksession was held on September 22, 2020, virtually utilizing the Zoom Platform.

### **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:**

September 22, 2020 Report



City of Greeley, Colorado  
**COUNCIL WORKSESSION REPORT**  
 September 22, 2020

**1. CALL TO ORDER**

The virtual meeting was called to order at 6:00 p.m. by Mayor Gates via the City's Zoom platform.

**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**

No reports were offered from Councilmembers.

**5. EMERGENCY MEDICAL SERVICES – ASSESSMENT AND ANALYSIS REPORT REVIEW**

Dale Lyman, Fire Chief, reported that pursuant to a Memorandum of Understanding entered into by the City and Greeley Firefighters Local 888 as a part of a past collective bargaining process, an Emergency Medical Services (EMS) Task Force was formed to review and to present to City Council the findings of the assessment. He noted that the task force consists of representatives of the City's Fire Department Management and Local 888 members.

Chief Lyman stated that a third party consultant, Emergency Services Consulting International (ESCI), was retained by the City to complete a comprehensive analysis and assessment on the feasibility of the current EMS delivery model and to provide an evaluation of alternative models with a goal of identifying options to maximize service delivery.

He shared that general observations include that the current EMS system is providing high quality pre-hospital care; sustainability with a private provider is not predictable; the City should consider EMS response models that continue to focus on the Community Paramedic Program and look at basic life support transport for low acuity patient care; and ESCI has provided numerous short-term and long-term recommendations for improvement that are currently being addressed by Greeley Fire Department staff.

He went on to review the options and details of each option for moving forward – Option 1A, maintain the status quo with no change; Option 1B, maintain current EMS model/separate Banner Health (BHP) staffing; Option 1C, maintain current EMS model/GFD staffs one ambulance; Option 2, establish Fire-based system/private transport contract; Option 3, establish complete fire-based system; and Option 4, re-establish regional EMS system.



Chief Lyman introduced Division Chief Brian Kuznick, representing the Task Force, who reported that the purpose of this group was to address firefighter safety issues, out of district response issues, and to evaluate the EMS transport model.

He stated that the task force takes into consideration current economic conditions. He reviewed options for Council as being options to pursue related to the City or to pursue contract negotiations with a third-party provider for EMS. He then reviewed the evaluation criteria.

Chief Lyman went on to provide an update on the current model and noted that staff is addressing some of the short-term recommendations found within the EMS analysis through collaborative efforts with Banner leadership.

He asked for Council direction about pursuing options related to the City of Greeley Fire Department assuming the sole responsibility as the EMS transport provider for those who live, learn, work, and play within the city; or pursue contract negotiations with a third-party provider for EMS transport within the City.

Hoyt Skabelund, Banner CEO, shared that they want the same things the Council and City do for the residents of Greeley.

Councilmember Hall expressed a preference for Option 1B, and Councilmember Butler agreed with the opportunity to keep talking about this.

It was noted that fire-based EMS is still a long process, about 18-24 months.

Councilmember Zasada noted that this will come down to numbers and those financial figures will be needed to make the best decision.

Chief Lyman concurred and noted that it is difficult to ascertain those numbers but staff can certainly dig into that further and could start exploring what it would take to provide a subsidy if that is what is needed.

In response to a question from Councilmember Clark, Chief Lyman stated that staff could look more at response times and survival rates to see what is gleaned about the community being safer with Fire staff providing these services.

Councilmember Payton stated that he would be comfortable going with Option 1B with the opportunity to come back and talk more.

The consensus of Council was to move forward with Option 1B and provide updates in 2021 after the first quarter and asked staff to dig deeper into some of the things that would move toward fire-based EMS in the future, including comparative analysis of similar communities, funding mechanisms, etc.

## **6. 2021 PROPOSED BUDGET PRESENTATIONS**

Robert Miller, Budget Manager, reported that the Fiscal Year 2021 budget presentations will focus on the differences from 2020 to 2021; and identify the funding gap, areas of strategic investment, reductions, and excellence in operational re-alignment. The budget transmittal letter which has been made a part of Councils packet, provides an overview of the factors driving and highlights of the Fiscal Year 2021 proposed budget.



He noted that utilities will be the focus here and proceeded to review the 2020 year to date financial projects; projected 2020 end of year resources and projected totals based on economic conditions. He shared that if we hold with current trends, the City should be able to move forward without dipping into reserves.

Sean Chambers, Water & Sewer Director, provided a review of the Water & Sewer Operating Budget and 2021 Proposed Rate Adjustments.

Joel Hemesath, Public Works Director, reported on the stormwater budget and its increases being proposed for 2021.

## **7. 2021 COMMUNITY DEVELOPMENT BLOCK GRANT OVERVIEW**

Ben Snow, Economic Health and Housing Director, reported that the City is entitled to receive federal grants from the U. S. Department of Housing and Urban Development, namely the Community Development Block Grant (CDBG) and HOME Investment Partnership Program (HOME) grant. HUD requires that recipients implement a new strategic plan every five years that details how they will prioritize federal grants during those five years. The strategic plan is part of the consolidated planning process, which serves as the framework for a community-wide dialogue that aligns housing and community development priorities with the noted federal formula grant programs.

He went on to note that annual funding requests considered by the GURA Board and recommended to Council are specific to the CDBG program. Throughout the year, the Board measures and manages HOME fund applications on behalf of the City, prioritizing projects that are consistent with the Council's priorities. HOME funds can only be used for housing programs; historically, these funds have supported new housing development with organizations such as Habitat for Humanity, Accessible Space, etc. Approval of the 2021 Action Plan does include approval of the HOME budget, as well.

He advised that specific to the 2021 Action Plan applications, the Citizen's Committee for Community Development, a volunteer advisory group to the Greeley Urban Renewal Authority, reviewed applications and submitted comments/recommendations via email. On August 12, 2020, the GURA Board met to review applications and formulate its budget recommendation for Council, which included a public hearing. Council's October 6, 2020, meeting also includes a public hearing. A 30-day public comment period on the 2021 Action Plan was held August 13, 2020-September 15, 2020.

Mr. Snow stated that while the City is required to develop its proposed annual action plan by November of each year, the exact amount of 2021 CDBG funding will not be known until congressional action in 2021. Based upon experience, the funding will be confirmed and available by approximately June 2021, so as has been the practice, staff projected a level of funding that is an average of the funding received during the previous five years (\$840,000 for CDBG; \$300,000 for HOME). Program income and any prior years' unused grant funds are also a part of the proposed budget. If the 2021 allocation is more or less than expected, the GURA Board recommends that adjustments occur within the Redevelopment District Infrastructure budget line item, which has the greatest flexibility in project scope.

Finally, Mr. Snow advised that the GURA Board recommended funding at some level for all applications received. Due to the COVID-19 pandemic and the increased work our area non-profits have taken on to help Greeley's low-moderate-income residents, the Board approved staff's recommendation to continue



support of the public service applications (rather than starting to reduce the number/amount of funding to move toward brick-and-mortar type activities) for the 2021 year. The Board's funding recommendation reflect those activities that they felt best met federal CDBG criteria and local priorities, carefully weighing each request against the adopted priorities, the merits of the applicant's requests, and input from its citizen advisory group. Applicants were available on the Board's Zoom meeting to address Board questions and/or concerns. He provided a brief overview of the applications received and recommendations for the 2021 CDBG budget.

## **8. SCHEDULING OF MEETINGS AND OTHER EVENTS**

No additional meetings or events were scheduled.

## **9. ADJOURNMENT**

There being no further business to come before the Council, Mayor Gates adjourned the meeting at 8:09 p.m.

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Cheryl Aragon, Interim City Clerk



# Council Agenda Summary

October 6, 2020

## Agenda Item Number 14

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

### Title:

Consideration of a resolution of the City of Greeley City Council authorizing agreements with the Union Pacific Railroad for maintenance of the 8th street and the 10th street crossings necessary for completion of construction for the establishment of the quiet zone in the downtown area

### Summary:

The City of Greeley is in the process of establishing a Quiet Zone along the Union Pacific Railroad (UPRR) tracks in downtown Greeley. UPRR runs an average of 14 trains per day, all of which are required to sound the train horn at every intersection. If certified by the Federal Railroad Administration as a Quiet Zone, the train horns would no longer be required.

The City of Greeley Public Works Department and consultant CTC, Inc. reviewed eight UPRR crossings between 22nd Street to 5th Street and prepared recommendations and cost estimates to establish a Quiet Zone that would meet certification requirements of the Federal Railroad Administration. In July, 2019 the UPRR determined that during the establishment of the Quiet Zone that 8th Street and 10th Street crossings required extensive maintenance. In accordance with Colorado Public Utilities Commission Rule 4 CCR 723-7, Rule 7211 (j) the City of Greeley is required to provide a minimum of 50% of the cost for this maintenance. Due to improving pedestrian crossings at the 10th Street crossing that agreement will require 70% of the crossing improvement costs.

The 8th Street crossing improvement cost is \$116,009 plus \$5,700 for the right to cross the railroad. The 10th Street crossing improvement cost is \$195,273 plus \$5,700 for the right to cross the railroad.

The project has been delayed while waiting for these final two agreements. The City contractor will be able to move forward to complete the necessary construction once these agreements are signed to add concrete medians and ancillary work. Once completed in approximately one month the City can then do the formal request for the establishment of the quiet zone. This will then require the Federal Railroad Authority, PUC and UPRR inspect the work done to make sure it's compliant. Following this inspection a Notice of Quiet Zone Establishment is provided to the FRA, PUC and the UPRR. The quiet zone can then take effect no earlier than 21 days from the date of the mailing.

### Fiscal Impact:

Does this item create a fiscal impact on the City of Greeley?	Yes; Funding for the 8th & 10th Street crossing
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	improvements is included in the Quiet Zone CIP.
If yes, what is the initial, or, onetime impact?	\$322,682
What is the annual impact?	N/A
What fund of the City will provide Funding?	Fund – 301 Public Improvement
What is the source of revenue within the fund?	General Fund Transfer
Is there grant funding for this item?	No
If yes, does this grant require a match?	
Is this grant onetime or ongoing?	
Additional Comments:	

**Legal Issues:**

None.

**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

8<sup>th</sup> Street & 10<sup>th</sup> Street UPRR Agreements

Exhibit – Quiet Zone Intersection Improvement Locations



**THE CITY OF GREELEY, COLORADO**

**RESOLUTION \_\_\_\_, 2020**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREELEY, COLORADO AUTHORIZING CITY STAFF TO ENTER INTO AGREEMENTS WITH UNION PACIFIC RAILROAD COMPANY TO GRANT THE CITY THE RIGHT TO CONSTRUCT, MAINTAIN AND REPAIR THE ROADWAYS OVER AND ACROSS THE RAILROAD CROSSING AREAS AT 8<sup>TH</sup> STREET AND 10<sup>TH</sup> STREET.**

WHEREAS, the City of Greeley undertook a project to create a Quiet Zone for the Union Pacific Railroad Company right of way (“Quiet Zone Project”); and

WHEREAS, as part of the Quiet Zone Project the City of Greeley and Union Pacific Railroad Company (“UPRR”) entered into an agreement covering the construction, use, maintenance and repair of at grade public road crossings over within the City of Greeley corporate limits; and

WHEREAS, the specifications of the streets and/or sidewalks as set forth in the original agreement are not sufficient to allow for the completion of the Quiet Zone Project; and

WHEREAS, the right of way granted by Railroad to the City of Greeley under the terms of the Original Agreement is not sufficient to allow for the reconstruction and widening at the Roadway; and

WHEREAS, THE City of Greeley desires to undertake the reconstruction and widening of streets and/or sidewalks at the 8<sup>th</sup> Street and 10<sup>th</sup> Street road crossings that were constructed under the Original Agreement; and

WHEREAS, the City of Greeley and UPRR agree to entering into subsequent agreements to allow access to the UPRR right of way to construct, maintain and repair the roadways at 8<sup>th</sup> Street and 10<sup>th</sup> Street over and across the public road crossings;

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

1. City Council authorizes City staff to enter into the Agreements attached as Exhibits A and B to this resolution.

2. The City Attorney is authorized to make changes to the Agreements 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: \_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
Mayor



**PUBLIC HIGHWAY AT-GRADE CROSSING AGREEMENT**

8<sup>TH</sup> STREET  
DOT 804372P  
MILE POST 51.82, GREELEY SUBDIVISION  
GREELEY, WELD, COLORADO

THIS AGREEMENT ("Agreement") is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ ("Effective Date"), by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation, to be addressed at Real Estate Department, 1400 Douglas Street, Mail Stop 1690, Omaha, Nebraska 68179 ("Railroad") and **CITY OF GREELEY**, a municipal corporation or political subdivision of the State of Colorado to be addressed at 1001 9<sup>th</sup> Ave, Greeley, CO 80631("Political Body").

**RECITALS:**

By instrument dated July 16th, 2004 the Railroad and the Political Body entered into an agreement (the "Original Agreement") covering the construction, use, maintenance and repair of an at grade public road crossing over 8<sup>th</sup> Street DOT Number 804372P at Railroad's Milepost 51.82 on Railroad's Greeley Subdivision at or near Greeley, Weld County, Colorado.

The Political Body now desires to undertake as its project (the "Project") the reconstruction and widening of sidewalk at the road crossing that was constructed under the Original Agreement. The road crossing, as reconstructed and widened sidewalk is hereinafter the "Roadway" and the portion of the Railroad's property where the Roadway crosses the Railroad's property is the "Crossing Area."

The right of way granted by Railraod to the Political Body under the terms of the Original Agreement or a separate document is not sufficient to allow for the reconstruction and widening at the Roadway. Therefore, under this Agreement, the Railroad will be granting additional rights to the Political Body to facilitate the reconstruction and widening at the Roadway. The portion of Railroad's property that Political Body needs to use in connection with the Roadway ("New Crossing Area") including the right of way area covered under the Original Agreement or in a separate document ("Existing Crossing Area") is shown on the print marked **Exhibit A** attached hereto and hereby made a part hereof (the "Crossing Area").



The Railroad and the Political Body are entering into this Agreement to cover the above.

### **AGREEMENT:**

NOW, THEREFORE, it is mutually agreed by and between the parties hereto as follows:

#### **Section 1. EXHIBIT B**

The general terms and conditions marked **Exhibit B**, are attached hereto and hereby made a part hereof.

#### **Section 2. RAILROAD GRANTS RIGHT**

For and in consideration of the sum of **FIVE THOUSAND SEVEN HUNDRED DOLLARS (\$5,700.00)** to be paid by the Political Body to the Railroad upon the execution and delivery of this Agreement and in further consideration] of the Political Body's agreement to perform and comply with the terms of this Agreement, the Railroad hereby grants to the Political Body the right to construct, maintain and repair the Roadway over and across the Crossing Area.

#### **Section 3. DEFINITION OF CONTRACTOR**

For purposes of this Agreement the term "Contractor" shall mean the contractor or contractors hired by the Political Body to perform any Project work on any portion of the Railroad's property and shall also include the Contractor's subcontractors and the Contractor's and subcontractor's respective employees, officers and agents, and others acting under its or their authority.

#### **Section 4. CONTRACTOR'S RIGHT OF ENTRY AGREEMENT - INSURANCE**

A. Prior to Contractor performing any work within the Crossing Area and any subsequent maintenance and repair work, the Political Body shall require the Contractor to:

- execute the Railroad's then current Contractor's Right of Entry Agreement
- obtain the then current insurance required in the Contractor's Right of Entry Agreement; and
- provide such insurance policies, certificates, binders and/or endorsements to the Railroad.

B. The Railroad's current Contractor's Right of Entry Agreement is marked **Exhibit D**, attached hereto and hereby made a part hereof. The Political Body confirms that it will inform its Contractor that it is required to execute such form of agreement and obtain the required insurance before commencing any work on any Railroad property.



Under no circumstances will the Contractor be allowed on the Railroad's property without first executing the Railroad's Contractor's Right of Entry Agreement and obtaining the insurance set forth therein and also providing to the Railroad the insurance policies, binders, certificates and/or endorsements described therein.

C. All insurance correspondence, binders, policies, certificates and/or endorsements shall be sent to:

Manager - Contracts  
Union Pacific Railroad Company  
Real Estate Department  
1400 Douglas Street, Mail Stop 1690  
Omaha, NE 68179-1690  
UP File Folder No. 2026-10

D. If the Political Body's own employees will be performing any of the Project work, the Political Body may self-insure all or a portion of the insurance coverage subject to the Railroad's prior review and approval.

#### **Section 5. FEDERAL AID POLICY GUIDE**

If the Political Body will be receiving any federal funding for the Project, the current rules, regulations and provisions of the Federal Aid Policy Guide as contained in 23 CFR 140, Subpart I and 23 CFR 646, Subparts A and B are incorporated into this Agreement by reference.

#### **Section 6. PROJECT EXPENSES TO BE BORNE BY RAILROAD**

The Political Body agrees to reimburse the Railroad for Fifty Percent (50%) of actual costs incurred by the Railroad in connection with the Railroad work.

#### **Section 7. WORK TO BE PERFORMED BY RAILROAD; BILLING SENT TO POLITICAL BODY; POLITICAL BODY'S PAYMENT OF BILLS**

A. The work to be performed by the Railroad, to be reimbursed by the Political Body, is described in the Railroad's Material and Force Account Estimate marked **Exhibit C**, attached hereto and hereby made a part hereof (the "Estimate"). As set forth in the Estimate, the Railroad's estimated cost for the Railroad's work associated with the Project is **Two Hundred Thirty Two Thousand Nineteen Dollars (\$232,019)**.

B. The Railroad, if it so elects, may recalculate and update the Estimate submitted to the Political Body in the event the Political Body does not commence construction on the portion of the Project located on the Railroad's property within six (6) months from the date of the Estimate.



C. The Political Body acknowledges that the Estimate does not include any estimate of flagging or other protective service costs that are to be paid by the Political Body or the Contractor in connection with flagging or other protective services provided by the Railroad in connection with the Project. All of such costs incurred by the Railroad are to be paid by the Political Body or the Contractor as determined by the Railroad and the Political Body. If it is determined that the Railroad will be billing the Contractor directly for such costs, the Political Body agrees that it will pay the Railroad for any flagging costs that have not been paid by any Contractor within thirty (30) days of the Contractor's receipt of billing

D. The Railroad shall send progressive billing to the Political Body during the Project and final billing to the Political Body within one hundred eighty (180) days after receiving written notice from the Political Body that all Project work affecting the Railroad's property has been completed.

E. The Political Body agrees to reimburse the Railroad within thirty (30) days of its receipt of billing from the Railroad for fifty percent (50%) of all actual costs incurred by the Railroad in connection with the Project including, but not limited to, all actual costs of engineering review (including preliminary engineering review costs incurred by Railroad prior to the Effective Date of this Agreement), construction, inspection, flagging (unless flagging costs are to be billed directly to the Contractor), procurement of materials, equipment rental, manpower and deliveries to the job site and all direct and indirect overhead labor/construction costs including Railroad's standard additive rates.

## **Section 8. PLANS**

A. The Political Body, at its expense, shall prepare, or cause to be prepared by others, the detailed plans and specifications for the Project and the Structure and submit such plans and specifications to the Railroad's Assistant Vice President Engineering-Design, or his authorized representative, for prior review and approval. The plans and specifications shall include all Roadway layout specifications, cross sections and elevations, associated drainage, and other appurtenances.

B. The final one hundred percent (100%) completed plans that are approved in writing by the Railroad's Assistant Vice President Engineering-Design, or his authorized representative, are hereinafter referred to as the "Plans". The Plans are hereby made a part of this Agreement by reference.

C. No changes in the Plans shall be made unless the Railroad has consented to such changes in writing.

D. The Railroad's review and approval of the Plans will in no way relieve the Political Body or the Contractor from their responsibilities, obligations and/or liabilities under this Agreement, and will be given with the understanding that the Railroad makes no representations or warranty as to the validity, accuracy, legal compliance or



completeness of the Plans and that any reliance by the Political Body or Contractor on the Plans is at the risk of the Political Body and Contractor.

## **Section 9. NON-RAILROAD IMPROVEMENTS**

A. Submittal of plans and specifications for protecting, encasing, reinforcing, relocation, replacing, removing and abandoning in place all non-railroad owned facilities (the "Non Railroad Facilities") affected by the Project including, without limitation, utilities, fiber optics, pipelines, wirelines, communication lines and fences is required under Section 8. The Non Railroad Facilities plans and specifications shall comply with Railroad's standard specifications and requirements, including, without limitation, American Railway Engineering and Maintenance-of-Way Association ("AREMA") standards and guidelines. Railroad has no obligation to supply additional land for any Non Railroad Facilities and does not waive its right to assert preemption defenses, challenge the right-to-take, or pursue compensation in any condemnation action, regardless if the submitted Non Railroad Facilities plans and specifications comply with Railroad's standard specifications and requirements. Railroad has no obligation to permit any Non Railroad Facilities to be abandoned in place or relocated on Railroad's property.

B. Upon Railroad's approval of submitted Non Railroad Facilities plans and specifications, Railroad will attempt to incorporate them into new agreements or supplements of existing agreements with Non Railroad Facilities owners or operators. Railroad may use its standard terms and conditions, including, without limitation, its standard license fee and administrative charges when requiring supplements or new agreements for Non Railroad Facilities. Non Railroad Facilities work shall not commence before a supplement or new agreement has been fully executed by Railroad and the Non Railroad Facilities owner or operator, or before Railroad and Political Body mutually agree in writing to (i) deem the approved Non Railroad Facilities plans and specifications to be Plans pursuant to Section 8B, (ii) deem the Non Railroad Facilities part of the Structure, and (iii) supplement this Agreement with terms and conditions covering the Non Railroad Facilities.

## **Section 10. EFFECTIVE DATE; TERM; TERMINATION**

A. This Agreement is effective as of the Effective Date first herein written and shall continue in full force and effect for as long as the Roadway remains on the Railroad's property.

B. The Railroad, if it so elects, may terminate this Agreement effective upon delivery of written notice to the Political Body in the event the Political Body does not commence construction on the portion of the Project located on the Railroad's property within twelve (12) months from the Effective Date.

C. If the Agreement is terminated as provided above, or for any other reason, the Political Body shall pay to the Railroad all actual costs incurred by the Railroad in



connection with the Project up to the date of termination, including, without limitation, all actual costs incurred by the Railroad in connection with reviewing any preliminary or final Project Plans.

**Section 11. CONDITIONS TO BE MET BEFORE  
POLITICAL BODY CAN COMMENCE WORK**

Neither the Political Body nor the Contractor may commence any work within the Crossing Area or on any other Railroad property until:

- (i) The Railroad and Political Body have executed this Agreement.
- (ii) The Railroad has provided to the Political Body the Railroad's written approval of the Plans.
- (iii) Each Contractor has executed Railroad's Contractor's Right of Entry Agreement and has obtained and/or provided to the Railroad the insurance policies, certificates, binders, and/or endorsements required under the Contractor's Right of Entry Agreement.
- (iv) Each Contractor has given the advance notice(s) required under the Contractor's Right of Entry Agreement to the Railroad Representative named in the Contractor's Right of Entry Agreement.

**Section 12. FUTURE PROJECTS**

Future projects involving substantial maintenance, repair, reconstruction, renewal and/or demolition of the Roadway shall not commence until Railroad and Political Body agree on the plans for such future projects, cost allocations, right of entry terms and conditions and temporary construction rights, terms and conditions.

**Section 13. ASSIGNMENT; SUCCESSORS AND ASSIGNS**

A. Political Body shall not assign this Agreement without the prior written consent of Railroad.

B. Subject to the provisions of Paragraph A above, this Agreement shall inure to the benefit of and be binding upon the successors and assigns of Railroad and Political Body.

**Section 14. SPECIAL PROVISIONS PERTAINING TO AMERICAN  
RECOVERY AND REINVESTMENT ACT OF 2009**

If the Political Body will be receiving American Recovery and Reinvestment Act ("ARRA") funding for the Project, the Political Body agrees that it is responsible in performing and completing all ARRA reporting documents for the Project. The Political



Body confirms and acknowledges that Section 1512 of the ARRA provisions applies only to a "recipient" receiving ARRA funding directing from the federal government and, therefore, (i) the ARRA reporting requirements are the responsibility of the Political Body and not of the Railroad, and (ii) the Political Body shall not delegate any ARRA reporting responsibilities to the Railroad. The Political Body also confirms and acknowledges that (i) the Railroad shall provide to the Political Body the Railroad's standard and customary billing for expenses incurred by the Railroad for the Project including the Railroad's standard and customary documentation to support such billing, and (ii) such standard and customary billing and documentation from the Railroad provides the information needed by the Political Body to perform and complete the ARRA reporting documents. The Railroad confirms that the Political Body and the Federal Highway Administration shall have the right to audit the Railroad's billing and documentation for the Project as provided in Section 11 of **Exhibit B** of this Agreement.

#### **Section 15. TERMINATION OF ORIGINAL AGREEMENT**

Upon the completion of the Roadway, the Original Agreement shall terminate and the terms and conditions of this Agreement shall govern the use, maintenance and repair of the Roadway.



**IN WITNESS WHEREOF**, the parties have caused this Agreement to be duly executed as of the Effective Date first herein written.

**UNION PACIFIC RAILROAD COMPANY**  
(Federal Tax ID #94-6001323)

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
[City Clerk] [County Clerk]

**CITY OF GREELEY**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

(Seal)

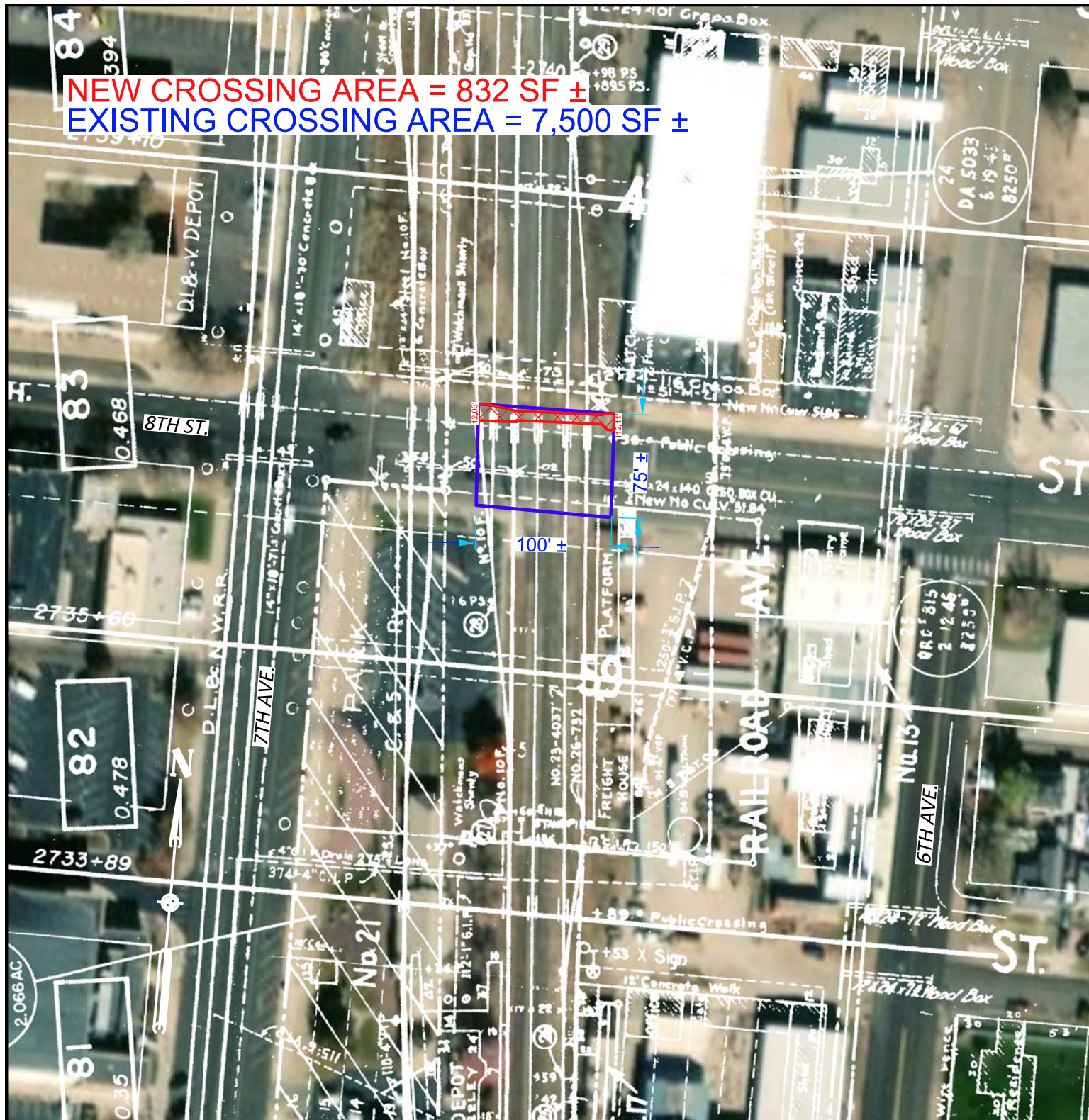
Pursuant to Resolution/Order No. \_\_\_\_\_  
dated: \_\_\_\_\_, 20\_\_ hereto attached



**EXHIBIT A  
TO  
PUBLIC HIGHWAY AT GRADE CROSSING AGREEMENT**

**Exhibit A** will be a print showing the Crossing Area (see Recitals)





NEW CROSSING AREA = 832 SF ±  
EXISTING CROSSING AREA = 7,500 SF ±

# LEGEND:

NEW CROSSING AREA.....  
EXISTING CROSSING AREA.....  
UPRRCO. R/W OUTLINED.....

NOTE: BEFORE YOU BEGIN ANY WORK, SEE AGREEMENT FOR FIBER OPTIC PROVISIONS.

EXHIBIT "A"

UNION PACIFIC RAILROAD COMPANY

GREELEY, WELD COUNTY, CO

M.P. 51.82 - GREELEY SUB.

MAP UP CO 3 / S-12B

SCALE: 1" = 100'

OFFICE OF REAL ESTATE  
OMAHA, NEBRASKA DATE: 7/28/2020

RRM FILE: 02026-10

CADD  
FILENAME 0202610.DGN

SCAN  
FILENAME 0202610\_CO3S012B.TIF



**EXHIBIT B  
TO  
PUBLIC HIGHWAY AT GRADE CROSSING AGREEMENT**

**SECTION 1. CONDITIONS AND COVENANTS**

A. The Railroad makes no covenant or warranty of title for quiet possession or against encumbrances. The Political Body shall not use or permit use of the Crossing Area for any purposes other than those described in this Agreement. Without limiting the foregoing, the Political Body shall not use or permit use of the Crossing Area for railroad purposes, or for gas, oil or gasoline pipe lines. Any lines constructed on the Railroad's property by or under authority of the Political Body for the purpose of conveying electric power or communications incidental to the Political Body's use of the property for highway purposes shall be constructed in accordance with specifications and requirements of the Railroad, and in such manner as not adversely to affect communication or signal lines of the Railroad or its licensees now or hereafter located upon said property. No nonparty shall be admitted by the Political Body to use or occupy any part of the Railroad's property without the Railroad's written consent. Nothing herein shall obligate the Railroad to give such consent.

B. The Railroad reserves the right to cross the Crossing Area with such railroad tracks as may be required for its convenience or purposes. In the event the Railroad shall place additional tracks upon the Crossing Area, the Political Body shall, at its sole cost and expense, modify the Roadway to conform with all tracks within the Crossing Area.

C. The right hereby granted is subject to any existing encumbrances and rights (whether public or private), recorded or unrecorded, and also to any renewals thereof. The Political Body shall not damage, destroy or interfere with the property or rights of nonparties in, upon or relating to the Railroad's property, unless the Political Body at its own expense settles with and obtains releases from such nonparties.

D. The Railroad reserves the right to use and to grant to others the right to use the Crossing Area for any purpose not inconsistent with the right hereby granted, including, but not by way of limitation, the right to construct, reconstruct, maintain, operate, repair, alter, renew and replace tracks, facilities and appurtenances on the property; and the right to cross the Crossing Area with all kinds of equipment.

E. So far as it lawfully may do so, the Political Body will assume, bear and pay all taxes and assessments of whatsoever nature or kind (whether general, local or special) levied or assessed upon or against the Crossing Area, excepting taxes levied upon and against the property as a component part of the Railroad's operating



property.

F. If any property or rights other than the right hereby granted are necessary for the construction, maintenance and use of the Roadway and its appurtenances, or for the performance of any work in connection with the Project, the Political Body will acquire all such other property and rights at its own expense and without expense to the Railroad.

## **SECTION 2. CONSTRUCTION OF ROADWAY**

A. The Political Body, at its expense, will apply for and obtain all public authority required by law, ordinance, rule or regulation for the Project, and will furnish the Railroad upon request with satisfactory evidence that such authority has been obtained.

B. Except as may be otherwise specifically provided herein, the Political Body, at its expense, will furnish all necessary labor, material and equipment, and shall construct and complete the Roadway and all appurtenances thereof. The appurtenances shall include, without limitation, all necessary and proper highway warning devices (except those installed by the Railroad within its right of way) and all necessary drainage facilities, guard rails or barriers, and right of way fences between the Roadway and the railroad tracks. Upon completion of the Project, the Political Body shall remove from the Railroad's property all temporary structures and false work, and will leave the Crossing Area in a condition satisfactory to the Railroad.

C. All construction work of the Political Body upon the Railroad's property (including, but not limited to, construction of the Roadway and all appurtenances and all related and incidental work) shall be performed and completed in a manner satisfactory to the Assistant Vice President Engineering-Design of the Railroad or his authorized representative and in compliance with the Plans, and other guidelines furnished by the Railroad.

D. All construction work of the Political Body shall be performed diligently and completed within a reasonable time. No part of the Project shall be suspended, discontinued or unduly delayed without the Railroad's written consent, and subject to such reasonable conditions as the Railroad may specify. It is understood that the Railroad's tracks at and in the vicinity of the work will be in constant or frequent use during progress of the work and that movement or stoppage of trains, engines or cars may cause delays in the work of the Political Body. The Political Body hereby assumes the risk of any such delays and agrees that no claims for damages on account of any delay shall be made against the Railroad by the State and/or the Contractor.

## **SECTION 3. INJURY AND DAMAGE TO PROPERTY**



If the Political Body, in the performance of any work contemplated by this Agreement or by the failure to do or perform anything for which the Political Body is responsible under the provisions of this Agreement, shall injure, damage or destroy any property of the Railroad or of any other person lawfully occupying or using the property of the Railroad, such property shall be replaced or repaired by the Political Body at the Political Body's own expense, or by the Railroad at the expense of the Political Body, and to the satisfaction of the Railroad's Assistant Vice President Engineering-Design.

#### **SECTION 4. RAILROAD MAY USE CONTRACTORS TO PERFORM WORK**

The Railroad may contract for the performance of any of its work by other than the Railroad forces. The Railroad shall notify the Political Body of the contract price within ninety (90) days after it is awarded. Unless the Railroad's work is to be performed on a fixed price basis, the Political Body shall reimburse the Railroad for the amount of the contract.

#### **SECTION 5. MAINTENANCE AND REPAIRS**

A. The Political Body shall, at its own sole expense, maintain, repair, and renew, or cause to be maintained, repaired and renewed, the entire Crossing Area and Roadway, except the portions between the track tie ends, which shall be maintained by and at the expense of the Railroad.

B. If, in the future, the Political Body elects to have the surfacing material between the track tie ends, or between tracks if there is more than one railroad track across the Crossing Area, replaced with paving or some surfacing material other than timber planking, the Railroad, at the Political Body's expense, shall install such replacement surfacing, and in the future, to the extent repair or replacement of the surfacing is necessitated by repair or rehabilitation of the Railroad's tracks through the Crossing Area, the Political Body shall bear the expense of such repairs or replacement.

#### **SECTION 6. CHANGES IN GRADE**

If at any time the Railroad shall elect, or be required by competent authority to, raise or lower the grade of all or any portion of the track(s) located within the Crossing Area, the Political Body shall, at its own expense, conform the Roadway to conform with the change of grade of the trackage.

#### **SECTION 7. REARRANGEMENT OF WARNING DEVICES**

If the change or rearrangement of any warning device installed hereunder is necessitated for public or Railroad convenience or on account of improvements for either the Railroad, highway or both, the parties will apportion the expense incidental thereto between themselves by negotiation, agreement or by the order of a competent authority before the change or rearrangement is undertaken.



## **SECTION 8. SAFETY MEASURES; PROTECTION OF RAILROAD COMPANY OPERATIONS**

It is understood and recognized that safety and continuity of the Railroad's operations and communications are of the utmost importance; and in order that the same may be adequately safeguarded, protected and assured, and in order that accidents may be prevented and avoided, it is agreed with respect to all of said work of the Political Body that the work will be performed in a safe manner and in conformity with the following standards:

A. **Definitions.** All references in this Agreement to the Political Body shall also include the Contractor and their respective officers, agents and employees, and others acting under its or their authority; and all references in this Agreement to work of the Political Body shall include work both within and outside of the Railroad's property.

B. **Entry on to Railroad's Property by Political Body.** If the Political Body's employees need to enter Railroad's property in order to perform an inspection of the Roadway, minor maintenance or other activities, the Political Body shall first provide at least ten (10) working days advance notice to the Railroad Representative. With respect to such entry on to Railroad's property, the Political Body, to the extent permitted by law, agrees to release, defend and indemnify the Railroad from and against any loss, damage, injury, liability, claim, cost or expense incurred by any person including, without limitation, the Political Body's employees, or damage to any property or equipment (collectively the "Loss") that arises from the presence or activities of Political Body's employees on Railroad's property, except to the extent that any Loss is caused by the sole direct negligence of Railroad.

C. **Flagging.**

(i) If the Political Body's employees need to enter Railroad's property as provided in Paragraph B above, the Political Body agrees to notify the Railroad Representative at least thirty (30) working days in advance of proposed performance of any work by Political Body in which any person or equipment will be within twenty-five (25) feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within twenty-five (25) feet of any track. No work of any kind shall be performed, and no person, equipment, machinery, tool(s), material(s), vehicle(s), or thing(s) shall be located, operated, placed, or stored within twenty-five (25) feet of any of Railroad's track(s) at any time, for any reason, unless and until a Railroad flagman is provided to watch for trains. Upon receipt of such thirty (30) day notice, the Railroad Representative will determine and inform Political Body whether a flagman need be present and whether Political Body needs to implement any special protective or safety measures. If flagging or other special protective or safety measures are performed by Railroad, Railroad will bill Political Body for such expenses incurred by Railroad. If Railroad performs any flagging, or other special protective or safety measures are performed by Railroad,



Political Body agrees that Political Body is not relieved of any of its responsibilities or liabilities set forth in this Agreement.

(ii) The rate of pay per hour for each flagman will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Railroad and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Political Body shall pay on the basis of the new rates and charges.

(iii) Reimbursement to Railroad will be required covering the full eight-hour day during which any flagman is furnished, unless the flagman can be assigned to other Railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagman is engaged in other Railroad work. Reimbursement will also be required for any day not actually worked by the flagman following the flagman's assignment to work on the project for which Railroad is required to pay the flagman and which could not reasonably be avoided by Railroad by assignment of such flagman to other work, even though Political Body may not be working during such time. When it becomes necessary for Railroad to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Political Body must provide Railroad a minimum of five (5) days notice prior to the cessation of the need for a flagman. If five (5) days notice of cessation is not given, Political Body will still be required to pay flagging charges for the five (5) day notice period required by union agreement to be given to the employee, even though flagging is not required for that period. An additional thirty (30) days notice must then be given to Railroad if flagging services are needed again after such five day cessation notice has been given to Railroad.

D. **Compliance With Laws.** The Political Body shall comply with all applicable federal, state and local laws, regulations and enactments affecting the work. The Political Body shall use only such methods as are consistent with safety, both as concerns the Political Body, the Political Body's agents and employees, the officers, agents, employees and property of the Railroad and the public in general. The Political Body (without limiting the generality of the foregoing) shall comply with all applicable state and federal occupational safety and health acts and regulations. All Federal Railroad Administration regulations shall be followed when work is performed on the Railroad's premises. If any failure by the Political Body to comply with any such laws,



regulations, and enactments, shall result in any fine, penalty, cost or charge being assessed, imposed or charged against the Railroad, the Political Body shall reimburse, and to the extent it may lawfully do so, indemnify the Railroad for any such fine, penalty, cost, or charge, including without limitation attorney's fees, court costs and expenses. The Political Body further agrees in the event of any such action, upon notice thereof being provided by the Railroad, to defend such action free of cost, charge, or expense to the Railroad.

E. **No Interference or Delays.** The Political Body shall not do, suffer or permit anything which will or may obstruct, endanger, interfere with, hinder or delay maintenance or operation of the Railroad's tracks or facilities, or any communication or signal lines, installations or any appurtenances thereof, or the operations of others lawfully occupying or using the Railroad's property or facilities.

F. **Supervision.** The Political Body, at its own expense, shall adequately police and supervise all work to be performed by the Political Body, and shall not inflict injury to persons or damage to property for the safety of whom or of which the Railroad may be responsible, or to property of the Railroad. The responsibility of the Political Body for safe conduct and adequate policing and supervision of the Project shall not be lessened or otherwise affected by the Railroad's approval of plans and specifications, or by the Railroad's collaboration in performance of any work, or by the presence at the work site of the Railroad's representatives, or by compliance by the Political Body with any requests or recommendations made by such representatives. If a representative of the Railroad is assigned to the Project, the Political Body will give due consideration to suggestions and recommendations made by such representative for the safety and protection of the Railroad's property and operations.

G. **Suspension of Work.** If at any time the Political Body's engineers or the Vice President-Engineering Services of the Railroad or their respective representatives shall be of the opinion that any work of the Political Body is being or is about to be done or prosecuted without due regard and precaution for safety and security, the Political Body shall immediately suspend the work until suitable, adequate and proper protective measures are adopted and provided.

H. **Removal of Debris.** The Political Body shall not cause, suffer or permit material or debris to be deposited or cast upon, or to slide or fall upon any property or facilities of the Railroad; and any such material and debris shall be promptly removed from the Railroad's property by the Political Body at the Political Body's own expense or by the Railroad at the expense of the Political Body. The Political Body shall not cause, suffer or permit any snow to be plowed or cast upon the Railroad's property during snow removal from the Crossing Area.

I. **Explosives.** The Political Body shall not discharge any explosives on or in the vicinity of the Railroad's property without the prior consent of the Railroad's Vice President-Engineering Services, which shall not be given if, in the sole discretion of the Railroad's Vice President-Engineering Services, such discharge would be



dangerous or would interfere with the Railroad's property or facilities. For the purposes hereof, the "vicinity of the Railroad's property" shall be deemed to be any place on the Railroad's property or in such close proximity to the Railroad's property that the discharge of explosives could cause injury to the Railroad's employees or other persons, or cause damage to or interference with the facilities or operations on the Railroad's property. The Railroad reserves the right to impose such conditions, restrictions or limitations on the transportation, handling, storage, security and use of explosives as the Railroad, in the Railroad's sole discretion, may deem to be necessary, desirable or appropriate.

J. **Excavation.** The Political Body shall not excavate from existing slopes nor construct new slopes which are excessive and may create hazards of slides or falling rock, or impair or endanger the clearance between existing or new slopes and the tracks of the Railroad. The Political Body shall not do or cause to be done any work which will or may disturb the stability of any area or adversely affect the Railroad's tracks or facilities. The Political Body, at its own expense, shall install and maintain adequate shoring and cribbing for all excavation and/or trenching performed by the Political Body in connection with construction, maintenance or other work. The shoring and cribbing shall be constructed and maintained with materials and in a manner approved by the Railroad's Assistant Vice President Engineering - Design to withstand all stresses likely to be encountered, including any stresses resulting from vibrations caused by the Railroad's operations in the vicinity.

K. **Drainage.** The Political Body, at the Political Body's own expense, shall provide and maintain suitable facilities for draining the Roadway and its appurtenances, and shall not suffer or permit drainage water therefrom to flow or collect upon property of the Railroad. The Political Body, at the Political Body's own expense, shall provide adequate passageway for the waters of any streams, bodies of water and drainage facilities (either natural or artificial, and including water from the Railroad's culvert and drainage facilities), so that said waters may not, because of any facilities or work of the Political Body, be impeded, obstructed, diverted or caused to back up, overflow or damage the property of the Railroad or any part thereof, or property of others. The Political Body shall not obstruct or interfere with existing ditches or drainage facilities.

L. **Notice.** Before commencing any work, the Political Body shall provide the advance notice to the Railroad that is required under the Contractor's Right of Entry Agreement.

M. **Fiber Optic Cables.** Fiber optic cable systems may be buried on the Railroad's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Political Body shall telephone the Railroad during normal business hours (7:00 a.m. to 9:00 p.m. Central Time, Monday through Friday, except holidays) at 1-800-336-9193 (also a 24-hour, 7-day number for emergency calls) to determine if fiber optic cable is buried anywhere on the Railroad's premises to be used



by the Political Body. If it is, Political Body will telephone the telecommunications company(ies) involved, arrange for a cable locator, and make arrangements for relocation or other protection of the fiber optic cable prior to beginning any work on the Railroad's premises.

#### **SECTION 9. INTERIM WARNING DEVICES**

If at anytime it is determined by a competent authority, by the Political Body, or by agreement between the parties, that new or improved train activated warning devices should be installed at the Crossing Area, the Political Body shall install adequate temporary warning devices or signs and impose appropriate vehicular control measures to protect the motoring public until the new or improved devices have been installed.

#### **SECTION 10. OTHER RAILROADS**

All protective and indemnifying provisions of this Agreement shall inure to the benefit of the Railroad and any other railroad company lawfully using the Railroad's property or facilities.

#### **SECTION 11. BOOKS AND RECORDS**

The books, papers, records and accounts of Railroad, so far as they relate to the items of expense for the materials to be provided by Railroad under this Project, or are associated with the work to be performed by Railroad under this Project, shall be open to inspection and audit at Railroad's offices in Omaha, Nebraska, during normal business hours by the agents and authorized representatives of Political Body for a period of three (3) years following the date of Railroad's last billing sent to Political Body.

#### **SECTION 12. REMEDIES FOR BREACH OR NONUSE**

A. If the Political Body shall fail, refuse or neglect to perform and abide by the terms of this Agreement, the Railroad, in addition to any other rights and remedies, may perform any work which in the judgment of the Railroad is necessary to place the Roadway and appurtenances in such condition as will not menace, endanger or interfere with the Railroad's facilities or operations or jeopardize the Railroad's employees; and the Political Body will reimburse the Railroad for the expenses thereof.

B. Nonuse by the Political Body of the Crossing Area for public highway purposes continuing at any time for a period of eighteen (18) months shall, at the option of the Railroad, work a termination of this Agreement and of all rights of the Political Body hereunder.

C. The Political Body will surrender peaceable possession of the Crossing Area



and Roadway upon termination of this Agreement. Termination of this Agreement shall not affect any rights, obligations or liabilities of the parties, accrued or otherwise, which may have arisen prior to termination.

### **SECTION 13. MODIFICATION - ENTIRE AGREEMENT**

No waiver, modification or amendment of this Agreement shall be of any force or effect unless made in writing, signed by the Political Body and the Railroad and specifying with particularity the nature and extent of such waiver, modification or amendment. Any waiver by the Railroad of any default by the Political Body shall not affect or impair any right arising from any subsequent default. This Agreement and Exhibits attached hereto and made a part hereof constitute the entire understanding between the Political Body and the Railroad and cancel and supersede any prior negotiations, understandings or agreements, whether written or oral, with respect to the work or any part thereof.



**EXHIBIT C**  
**TO**  
**PUBLIC HIGHWAY AT GRADE CROSSING AGREEMENT**

**Exhibit C** (if applicable) will be Railroad's Material and Force Agreement Estimate.



# Material And Force Account Estimate

CITY / STATE / FED

Estimate Number: 123848 Version: 1

Standard Rates: Labor Additive = 233.58%

Estimate Good Until 01-18-20

Location: GREELEY SUB, SIMN, 51.8-51.84

Description of Work: Greeley Sub

DOT# 804372P-2 / Greeley, CO

Extension of 4 crossing surfaces to accommodate proposed quiet zone.

Prepared For:

Buy America: Yes

COMMENTS	FACILITY	Description	QTY	UOM	UCST	LABOR	MATERIAL	TOTAL	UP %50	Agcy %50
----------	----------	-------------	-----	-----	------	-------	----------	-------	--------	----------

## ENGINEERING

		Engineering	1	LS	22,092.60	22,093	0	22,093	11,046	11,046
		Bill Prep Fee - Track Surface RECOLLECT	1	LS	900.00	0	900	900	450	450
		Homeline Freight - Track Surface RECOLLECT	1	LS	900.00	0	900	900	450	450
		Foreign Line Freight - Track Surface RECOLLECT	1	LS	1,822.70	0	1,823	1,823	911	911
Sub-Total =					22,093		3,623	25,715	12,858	12,858

## TRACK CONSTRUCTION - COMPANY

	RDXING	RDXING 136# CON9W 9' LOOSE PAN TIES, RAIL	8	TF	1,056.71	4,283	4,171	8,454	4,227	4,227
	RDXING	RDXING 136# CON10W 10' LOOSE PAN TIES	96	TF	885.81	51,395	33,643	85,038	42,519	42,519
	BALAST	BALAST CL1	1	CL	1,869.86	754	1,116	1,870	935	935
	RDXING	RDXING 136# CON10W 10' LOOSE PAN TIES	96	TF	885.81	51,395	33,643	85,038	42,519	42,519
	BALAST	BALAST CL1	1	CL	1,869.86	754	1,116	1,870	935	935
Sub-Total =					108,581		73,689	182,270	91,135	91,135

## TRACK REMOVAL - COMPANY

	RDXING	Remove road crossing - prefab	88	TF	125.77	11,068	0	11,068	5,534	5,534
	TRACK	Remove Track	8	TF	24.87	199	0	199	99	99
	RDXING	Remove road crossing - prefab	88	TF	125.77	11,068	0	11,068	5,534	5,534
	TRACK	Remove Track	8	TF	24.87	199	0	199	99	99
Sub-Total =					22,534		0	22,534	11,267	11,267

## SIGNAL - COMPANY

		Signal: Xing Signals	1	LS	1,500.00	1,500	0	1,500	750	750
Sub-Total =					1,500		0	1,500	750	750

Total Wgt. in Tons = 1,043

Totals = 154,707 77,312 232,019 116,009 116,009

Grand Total = \$232,019

Please Note: The above figures are estimates only and are subject to fluctuation. In the event of an increase or decrease in the cost or amount of material or labor required, CITY / STATE / FED will pay actual construction costs at the current rates effective thereof.



**EXHIBIT D**  
**TO**  
**PUBLIC HIGHWAY AT-GRADE CROSSING AGREEMENT**

**THIS AGREEMENT** is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation ("Railroad"); and \_\_\_\_\_, a \_\_\_\_\_ corporation ("Contractor").

**RECITALS:**

Contractor has been hired by \_\_\_\_\_ to perform work relating to \_\_\_\_\_

(the "work") with all or a portion of such work to be performed on property of Railroad in the vicinity of Railroad's Milepost \_\_\_\_\_ on Railroad's \_\_\_\_\_ [Subdivision or Branch] [at or near DOT No. \_\_\_\_\_ located at or near \_\_\_\_\_, in \_\_\_\_\_ County, State of \_\_\_\_\_, as such location is in the general location shown on the print marked **Exhibit A**, attached hereto and hereby made a part hereof, which work is the subject of a contract dated \_\_\_\_\_ between Railroad and \_\_\_\_\_.

Railroad is willing to permit Contractor to perform the work described above at the location described above subject to the terms and conditions contained in this agreement

**AGREEMENT:**

**NOW, THEREFORE**, it is mutually agreed by and between Railroad and Contractor, as follows:

**ARTICLE 1 - DEFINITION OF CONTRACTOR.**

For purposes of this agreement, all references in this agreement to Contractor shall include Contractor's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority. For purposes of clarity, Contractor agrees that any CIC (defined below) hired by Contractor is a subcontractor of Contractor and therefore included in the defined term Contractor pursuant to the foregoing sentence.

**ARTICLE 2 - RIGHT GRANTED; PURPOSE.**

Railroad hereby grants to Contractor the right, during the term hereinafter stated and upon and subject to each and all of the terms, provisions and conditions herein contained, to enter upon and have ingress to and egress from the property described in the Recitals for the purpose of performing the work described in the Recitals above. The right herein granted to Contractor is limited to those portions of Railroad's property specifically described herein, or as designated by the Railroad Representative named in Article 4.

**ARTICLE 3 - TERMS AND CONDITIONS CONTAINED IN EXHIBITS B AND C**

The terms and conditions contained in **Exhibit B** and **Exhibit C**, attached hereto, are hereby made a part of this agreement.

**ARTICLE 4 - ALL EXPENSES TO BE BORNE BY CONTRACTOR; RAILROAD REPRESENTATIVE.**

A. Contractor shall bear any and all costs and expenses associated with any work performed by Contractor (including without limitation any CIC), or any costs or expenses incurred by Railroad relating to this agreement.



B. Contractor shall coordinate all of its work with the following Railroad representative or his or her duly authorized representative (the "Railroad Representative"):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

C. Contractor, at its own expense, shall adequately police and supervise all work to be performed by Contractor and shall ensure that such work is performed in a safe manner as set forth in Section 7 of **Exhibit B**. The responsibility of Contractor for safe conduct and adequate policing and supervision of Contractor's work shall not be lessened or otherwise affected by Railroad's approval of plans and specifications involving the work, or by Railroad's collaboration in performance of any work, or by the presence at the work site of a Railroad Representative, or by compliance by Contractor with any requests or recommendations made by Railroad Representative.

**ARTICLE 5 - SCHEDULE OF WORK ON A MONTHLY BASIS.**

The Contractor, at its expense, shall provide on a monthly basis a detailed schedule of work to the Railroad Representative named in Article 4B above. The reports shall start at the execution of this agreement and continue until this agreement is terminated as provided in this agreement or until the Contractor has completed all work on Railroad's property.

**ARTICLE 6 - TERM; TERMINATION.**

A. The grant of right herein made to Contractor shall commence on the date of this agreement, and continue until \_\_\_\_\_, unless sooner terminated as herein provided, or at such time as Contractor has completed its work on Railroad's property, whichever is earlier. Contractor agrees to notify the Railroad Representative in writing when it has completed its work on Railroad's property.

B. This agreement may be terminated by either party on ten (10) days written notice to the other party.

**ARTICLE 7 - CERTIFICATE OF INSURANCE.**

A. Before commencing any work and throughout the entire term of this Agreement, Contractor, at its expense, shall procure and maintain in full force and effect the types and minimum limits of insurance specified in **Exhibit C** of this agreement and require each of its subcontractors to include the insurance endorsements as required under Section 12 of **Exhibit B** of this agreement.

B. Not more frequently than once every two (2) years, Railroad may reasonably modify the required insurance coverage to reflect then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.

C. Upon request of Railroad, Contractor shall provide to Railroad a certificate issued by its insurance carrier evidencing the insurance coverage required under **Exhibit B**.

D. Contractor understands and accepts that the terms of this Article are wholly separate from and independent of the terms of any indemnity provisions contained in this Agreement.

D. Upon request of Railroad, insurance correspondence, binders, policies, certificates and endorsements shall be sent to:

Union Pacific Railroad Company  
1400 Douglas Street, Stop 1690  
Omaha, NE 68179  
Attn: Manager  
Folder No. \_\_\_\_\_



**ARTICLE 8 - PRECONSTRUCTION MEETING.**

If the work to be performed by the Contractor will involve the Railroad providing any flagging protection (or if a CIC is approved to provide flagging protection pursuant to the terms set forth herein) and/or there is separate work to be performed by the Railroad, the Contractor confirms that no work shall commence until the Railroad and Contractor participate in a preconstruction meeting involving flagging procedures and coordination of work activities of the Contractor and the Railroad (and any CIC, as applicable.)

**ARTICLE 9. DISMISSAL OF CONTRACTOR'S EMPLOYEE.**

At the request of Railroad, Contractor shall remove from Railroad's property any employee of Contractor who fails to conform to the instructions of the Railroad Representative in connection with the work on Railroad's property, and any right of Contractor shall be suspended until such removal has occurred. Contractor shall indemnify Railroad against any claims arising from the removal of any such employee from Railroad's property.

**ARTICLE 10. ADMINISTRATIVE FEE.**

Upon the execution and delivery of this agreement, Contractor shall pay to Railroad One Thousand Twenty Five Dollars (\$1,025.00) as reimbursement for clerical, administrative and handling expenses in connection with the processing of this agreement.

**ARTICLE 11. CROSSINGS; COMPLIANCE WITH MUTCD AND FRA GUIDELINES.**

A. No additional vehicular crossings (including temporary haul roads) or pedestrian crossings over Railroad's trackage shall be installed or used by Contractor without the prior written permission of Railroad.

B. Any permanent or temporary changes, including temporary traffic control, to crossings must conform to the Manual of Uniform Traffic Control Devices (MUTCD) and any applicable Federal Railroad Administration rules, regulations and guidelines, and must be reviewed by the Railroad prior to any changes being implemented. In the event the Railroad is found to be out of compliance with federal safety regulations due to the Contractor's modifications, negligence, or any other reason arising from the Contractor's presence on the Railroad's property, the Contractor agrees to assume liability for any civil penalties imposed upon the Railroad for such noncompliance.

**ARTICLE 12.- EXPLOSIVES.**

Explosives or other highly flammable substances shall not be stored or used on Railroad's property without the prior written approval of Railroad.



**IN WITNESS WHEREOF**, the parties hereto have duly executed this agreement in duplicate as of the date first herein written.

**UNION PACIFIC RAILROAD COMPANY**

By: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
(Name of Contractor)

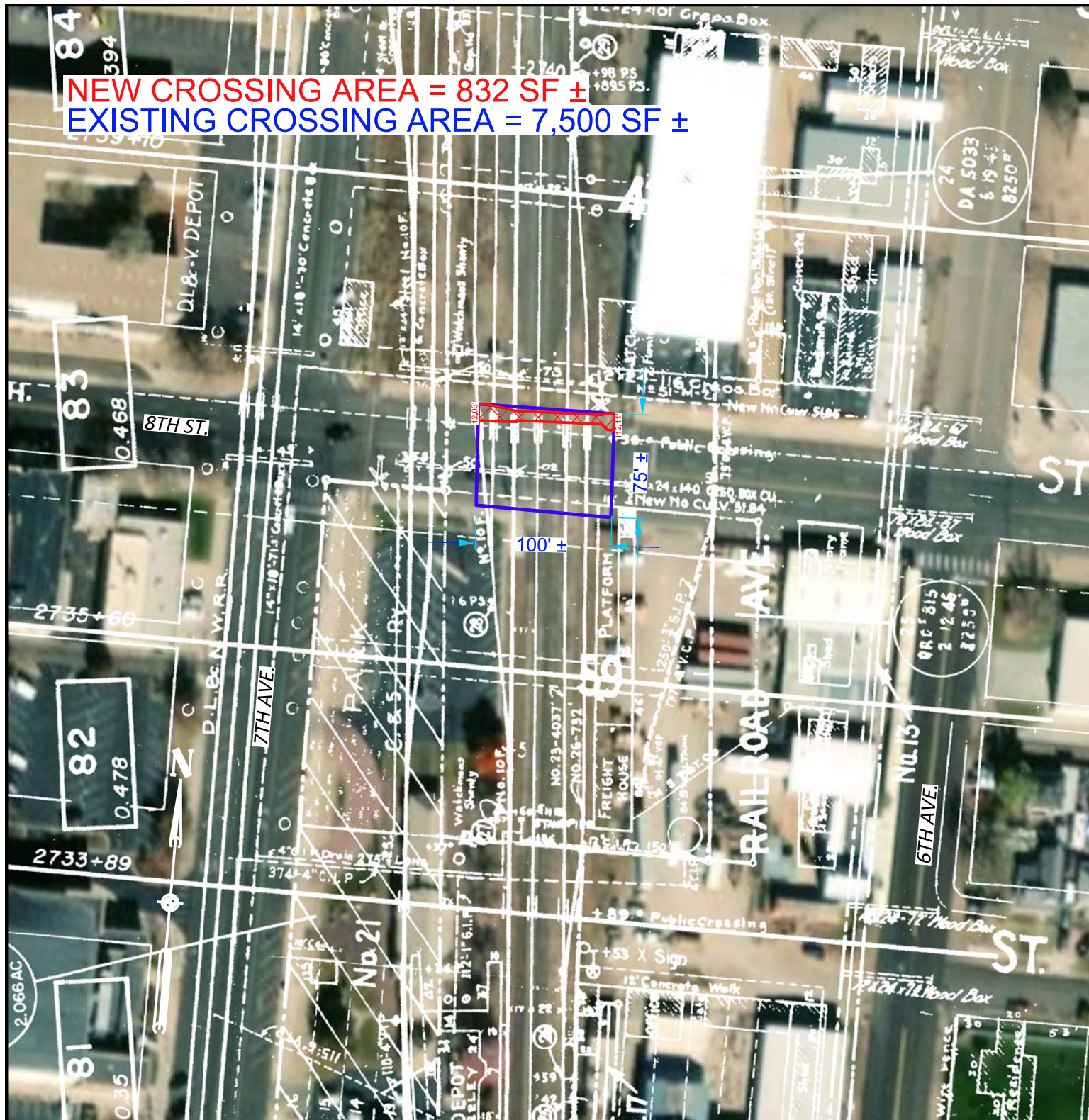
By: \_\_\_\_\_  
Title: \_\_\_\_\_



## **EXHIBIT A**



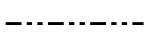
Exhibit A will be a print showing the general location of the work site.





**NEW CROSSING AREA = 832 SF ±**  
**EXISTING CROSSING AREA = 7,500 SF ±**

# **LEGEND:**

- NEW CROSSING AREA..... 
- EXISTING CROSSING AREA..... 
- UPRRCO. R/W OUTLINED..... 

NOTE: BEFORE YOU BEGIN ANY WORK, SEE AGREEMENT FOR FIBER OPTIC PROVISIONS.

EXHIBIT "A"

UNION PACIFIC RAILROAD COMPANY

GREELEY, WELD COUNTY, CO

M.P. 51.82 - GREELEY SUB.

MAP UP CO 3 / S-12B

SCALE: 1" = 100'

OFFICE OF REAL ESTATE  
 OMAHA, NEBRASKA DATE: 7/28/2020

RRM FILE: 02026-10

CADD  
 FILENAME 0202610.DGN

SCAN  
 FILENAME 0202610\_CO3S012B.TIF



**EXHIBIT B**  
**TO**  
**CONTRACTOR'S RIGHT OF ENTRY AGREEMENT**

**Section 1. NOTICE OF COMMENCEMENT OF WORK - RAILROAD FLAGGING - PRIVATE FLAGGING.**

A. Contractor agrees to notify the Railroad Representative at least ten (10) working days in advance of Contractor commencing its work and at least thirty (30) working days in advance of proposed performance of any work by Contractor in which any person or equipment will be within twenty-five (25) feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within twenty-five (25) feet of any track.

B. No work of any kind shall be performed, and no person, equipment, machinery, tool(s), material(s), vehicle(s), or thing(s) shall be located, operated, placed, or stored within twenty-five (25) feet of any of Railroad's track(s) at any time, for any reason, unless and until a Railroad approved flagman is provided to watch for trains. Upon receipt of such thirty (30)-day notice, the Railroad Representative will determine and inform Contractor whether a flagman need be present and whether Contractor needs to implement any special protective or safety measures.

C. Contractor shall be permitted to hire a private contractor to perform flagging or other special protective or safety measures (such private contractor being commonly known in the railroad industry as a contractor-in-charge ("CIC")) in lieu of Railroad providing such services or in concert with Railroad providing such services, subject to prior written approval by Railroad, which approval shall be in Railroad's sole and absolute discretion. If Railroad agrees to permit Contractor to utilize a CIC pursuant to the preceding sentence, Contractor shall obtain Railroad's prior approval in writing for each of the following items, as determined in all respects in Railroad's sole and absolute discretion: (i) the identity of the third-party performing the role of CIC; (ii) the scope of the services to be performed for the project by the approved CIC; and (iii) any other terms and conditions governing such services to be provided by the CIC. If flagging or other special protective or safety measures are performed by an approved CIC, Contractor shall be solely responsible for (and shall timely pay such CIC for) its services. Railroad reserves the right to rescind any approval pursuant to this Section 1, Subsection C., in whole or in part, at any time, as determined in Railroad's sole and absolute discretion.

D. If any flagging or other special protective or safety measures are performed by employees of Railroad and/or any contractor of Railroad, Railroad will bill Contractor for such expenses incurred by Railroad, unless Railroad and a federal, state or local governmental entity have agreed that Railroad is to bill such expenses to the federal, state or local governmental entity. If Railroad will be sending the bills to Contractor, Contractor shall pay such bills within thirty (30) days of Contractor's receipt of billing.

E. If any flagging or other special protective or safety measures are performed by Railroad or a CIC, Contractor agrees that Contractor is not relieved of any of its responsibilities or liabilities set forth in this agreement.

F. The provisions set forth in this subsection are only applicable for Flagging Services performed by employees of Railroad: the rate of pay per hour for each flagman will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with labor agreements and schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Railroad and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Contractor (or the governmental entity, as applicable) shall pay on the basis of the new rates and charges. If flagging is performed by Railroad, reimbursement to Railroad will be required covering the full eight-hour day during which any flagman is furnished, unless the flagman can be assigned to other Railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagman is engaged in other Railroad work.



Reimbursement will also be required for any day not actually worked by the flagman following the flagman's assignment to work on the project for which Railroad is required to pay the flagman and which could not reasonably be avoided by Railroad by assignment of such flagman to other work, even though Contractor may not be working during such time. When it becomes necessary for Railroad to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Contractor must provide Railroad a minimum of five (5) days notice prior to the cessation of the need for a flagman. If five (5) days notice of cessation is not given, Contractor will still be required to pay flagging charges for the five (5) day notice period required by union agreement to be given to the employee, even though flagging is not required for that period. An additional thirty (30) days notice must then be given to Railroad if flagging services are needed again after such five day cessation notice has been given to Railroad.

## **Section 2. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED**

A. The foregoing grant of right is subject and subordinate to the prior and continuing right and obligation of the Railroad to use and maintain its entire property including the right and power of Railroad to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, roadways, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by Railroad without liability to Contractor or to any other party for compensation or damages.

B. The foregoing grant is also subject to all outstanding superior rights (whether recorded or unrecorded and including those in favor of licensees and lessees of Railroad's property, and others) and the right of Railroad to renew and extend the same, and is made without covenant of title or for quiet enjoyment.

## **Section 3. NO INTERFERENCE WITH OPERATIONS OF RAILROAD AND ITS TENANTS.**

A. Contractor shall conduct its operations so as not to interfere with the continuous and uninterrupted use and operation of the railroad tracks and property of Railroad, including without limitation, the operations of Railroad's lessees, licensees or others, unless specifically authorized in advance by the Railroad Representative. Nothing shall be done or permitted to be done by Contractor at any time that would in any manner impair the safety of such operations. When not in use, Contractor's machinery and materials shall be kept at least fifty (50) feet from the centerline of Railroad's nearest track, and there shall be no vehicular crossings of Railroads tracks except at existing open public crossings.

B. Operations of Railroad and work performed by Railroad personnel and delays in the work to be performed by Contractor caused by such railroad operations and work are expected by Contractor, and Contractor agrees that Railroad shall have no liability to Contractor, or any other person or entity for any such delays. The Contractor shall coordinate its activities with those of Railroad and third parties so as to avoid interference with railroad operations. The safe operation of Railroad train movements and other activities by Railroad takes precedence over any work to be performed by Contractor.

## **Section 4. LIENS.**

Contractor shall pay in full all persons who perform labor or provide materials for the work to be performed by Contractor. Contractor shall not create, permit or suffer any mechanic's or materialmen's liens of any kind or nature to be created or enforced against any property of Railroad for any such work performed. Contractor shall indemnify and hold harmless Railroad from and against any and all liens, claims, demands, costs or expenses of whatsoever nature in any way connected with or growing out of such work done, labor performed, or materials furnished. If Contractor fails to promptly cause any lien to be released of record, Railroad may, at its election, discharge the lien or claim of lien at Contractor's expense.

## **Section 5. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.**

A. Fiber optic cable systems may be buried on Railroad's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Contractor shall telephone Railroad during normal business hours (7:00 a.m. to 9:00 p.m. Central Time, Monday through Friday, except holidays) at 1-800-336-9193 (also a 24-hour, 7-day number for emergency calls) to determine if fiber optic cable is buried anywhere on Railroad's property to be used by Contractor. If it is,



Contractor will telephone the telecommunications company(ies) involved, make arrangements for a cable locator and, if applicable, for relocation or other protection of the fiber optic cable. Contractor shall not commence any work until all such protection or relocation (if applicable) has been accomplished.

**B. IN ADDITION TO OTHER INDEMNITY PROVISIONS IN THIS AGREEMENT, CONTRACTOR SHALL INDEMNIFY, DEFEND AND HOLD RAILROAD HARMLESS FROM AND AGAINST ALL COSTS, LIABILITY AND EXPENSE WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS AND EXPENSES) ARISING OUT OF ANY ACT OR OMISSION OF CONTRACTOR, ITS AGENTS AND/OR EMPLOYEES, THAT CAUSES OR CONTRIBUTES TO (1) ANY DAMAGE TO OR DESTRUCTION OF ANY TELECOMMUNICATIONS SYSTEM ON RAILROAD'S PROPERTY, AND/OR (2) ANY INJURY TO OR DEATH OF ANY PERSON EMPLOYED BY OR ON BEHALF OF ANY TELECOMMUNICATIONS COMPANY, AND/OR ITS CONTRACTOR, AGENTS AND/OR EMPLOYEES, ON RAILROAD'S PROPERTY. CONTRACTOR SHALL NOT HAVE OR SEEK RECOURSE AGAINST RAILROAD FOR ANY CLAIM OR CAUSE OF ACTION FOR ALLEGED LOSS OF PROFITS OR REVENUE OR LOSS OF SERVICE OR OTHER CONSEQUENTIAL DAMAGE TO A TELECOMMUNICATION COMPANY USING RAILROAD'S PROPERTY OR A CUSTOMER OR USER OF SERVICES OF THE FIBER OPTIC CABLE ON RAILROAD'S PROPERTY.**

**Section 6. PERMITS - COMPLIANCE WITH LAWS.**

In the prosecution of the work covered by this agreement, Contractor shall secure any and all necessary permits and shall comply with all applicable federal, state and local laws, regulations and enactments affecting the work including, without limitation, all applicable Federal Railroad Administration regulations.

**Section 7. SAFETY.**

A. Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of any work on Railroad property performed by Contractor. Contractor shall be responsible for initiating, maintaining and supervising all safety, operations and programs in connection with the work. Contractor shall, at a minimum, comply with Railroad's then current safety standards located at the below web address ("Railroad's Safety Standards") to ensure uniformity with the safety standards followed by Railroad's own forces. As a part of Contractor's safety responsibilities, Contractor shall notify Railroad if Contractor determines that any of Railroad's Safety Standards are contrary to good safety practices. Contractor shall furnish copies of Railroad's Safety Standards to each of its employees before they enter Railroad property.

[http://www.up.com/cs/groups/public/@uprr/@suppliers/documents/up\\_pdf\\_nativedocs/pdf\\_up\\_supplier\\_safety\\_req.pdf](http://www.up.com/cs/groups/public/@uprr/@suppliers/documents/up_pdf_nativedocs/pdf_up_supplier_safety_req.pdf)

B. Without limitation of the provisions of paragraph A above, Contractor shall keep the job site free from safety and health hazards and ensure that its employees are competent and adequately trained in all safety and health aspects of the job.

C. Contractor shall have proper first aid supplies available on the job site so that prompt first aid services may be provided to any person injured on the job site. Contractor shall promptly notify Railroad of any U.S. Occupational Safety and Health Administration reportable injuries. Contractor shall have a nondelegable duty to control its employees while they are on the job site or any other property of Railroad, and to be certain they do not use, be under the influence of, or have in their possession any alcoholic beverage, drug or other substance that may inhibit the safe performance of any work.

D. If and when requested by Railroad, Contractor shall deliver to Railroad a copy of Contractor's safety plan for conducting the work (the "Safety Plan"). Railroad shall have the right, but not the obligation, to require Contractor to correct any deficiencies in the Safety Plan. The terms of this agreement shall control if there are any inconsistencies between this agreement and the Safety Plan.

**Section 8. INDEMNITY.**

**A. TO THE EXTENT NOT PROHIBITED BY APPLICABLE STATUTE, CONTRACTOR SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS RAILROAD, ITS AFFILIATES, AND ITS AND THEIR OFFICERS,**



AGENTS AND EMPLOYEES (INDIVIDUALLY AN "INDEMNIFIED PARTY" OR COLLECTIVELY "INDEMNIFIED PARTIES") FROM AND AGAINST ANY AND ALL LOSS, DAMAGE, INJURY, LIABILITY, CLAIM, DEMAND, COST OR EXPENSE (INCLUDING, WITHOUT LIMITATION, ATTORNEY'S, CONSULTANT'S AND EXPERT'S FEES, AND COURT COSTS), FINE OR PENALTY (COLLECTIVELY, "LOSS") INCURRED BY ANY PERSON (INCLUDING, WITHOUT LIMITATION, ANY INDEMNIFIED PARTY, CONTRACTOR, OR ANY EMPLOYEE OF CONTRACTOR OR OF ANY INDEMNIFIED PARTY) ARISING OUT OF OR IN ANY MANNER CONNECTED WITH (I) ANY WORK PERFORMED BY CONTRACTOR, OR (II) ANY ACT OR OMISSION OF CONTRACTOR, ITS OFFICERS, AGENTS OR EMPLOYEES, OR (III) ANY BREACH OF THIS AGREEMENT BY CONTRACTOR.

B. THE RIGHT TO INDEMNITY UNDER THIS SECTION 8 SHALL ACCRUE UPON OCCURRENCE OF THE EVENT GIVING RISE TO THE LOSS, AND SHALL APPLY REGARDLESS OF ANY NEGLIGENCE OR STRICT LIABILITY OF ANY INDEMNIFIED PARTY, EXCEPT WHERE THE LOSS IS CAUSED BY THE SOLE ACTIVE NEGLIGENCE OF AN INDEMNIFIED PARTY AS ESTABLISHED BY THE FINAL JUDGMENT OF A COURT OF COMPETENT JURISDICTION. THE SOLE ACTIVE NEGLIGENCE OF ANY INDEMNIFIED PARTY SHALL NOT BAR THE RECOVERY OF ANY OTHER INDEMNIFIED PARTY.

C. CONTRACTOR EXPRESSLY AND SPECIFICALLY ASSUMES POTENTIAL LIABILITY UNDER THIS SECTION 8 FOR CLAIMS OR ACTIONS BROUGHT BY CONTRACTOR'S OWN EMPLOYEES. CONTRACTOR WAIVES ANY IMMUNITY IT MAY HAVE UNDER WORKER'S COMPENSATION OR INDUSTRIAL INSURANCE ACTS TO INDEMNIFY THE INDEMNIFIED PARTIES UNDER THIS SECTION 8. CONTRACTOR ACKNOWLEDGES THAT THIS WAIVER WAS MUTUALLY NEGOTIATED BY THE PARTIES HERETO.

D. NO COURT OR JURY FINDINGS IN ANY EMPLOYEE'S SUIT PURSUANT TO ANY WORKER'S COMPENSATION ACT OR THE FEDERAL EMPLOYERS' LIABILITY ACT AGAINST A PARTY TO THIS AGREEMENT MAY BE RELIED UPON OR USED BY CONTRACTOR IN ANY ATTEMPT TO ASSERT LIABILITY AGAINST ANY INDEMNIFIED PARTY.

E. THE PROVISIONS OF THIS SECTION 8 SHALL SURVIVE THE COMPLETION OF ANY WORK PERFORMED BY CONTRACTOR OR THE TERMINATION OR EXPIRATION OF THIS AGREEMENT. IN NO EVENT SHALL THIS SECTION 8 OR ANY OTHER PROVISION OF THIS AGREEMENT BE DEEMED TO LIMIT ANY LIABILITY CONTRACTOR MAY HAVE TO ANY INDEMNIFIED PARTY BY STATUTE OR UNDER COMMON LAW.

#### **Section 9. RESTORATION OF PROPERTY.**

In the event Railroad authorizes Contractor to take down any fence of Railroad or in any manner move or disturb any of the other property of Railroad in connection with the work to be performed by Contractor, then in that event Contractor shall, as soon as possible and at Contractor's sole expense, restore such fence and other property to the same condition as the same were in before such fence was taken down or such other property was moved or disturbed. Contractor shall remove all of Contractor's tools, equipment, rubbish and other materials from Railroad's property promptly upon completion of the work, restoring Railroad's property to the same state and condition as when Contractor entered thereon.

#### **Section 10. WAIVER OF DEFAULT.**

Waiver by Railroad of any breach or default of any condition, covenant or agreement herein contained to be kept, observed and performed by Contractor shall in no way impair the right of Railroad to avail itself of any remedy for any subsequent breach or default.

#### **Section 11. MODIFICATION - ENTIRE AGREEMENT.**

No modification of this agreement shall be effective unless made in writing and signed by Contractor and Railroad. This agreement and the exhibits attached hereto and made a part hereof constitute the entire understanding between Contractor and Railroad and cancel and supersede any prior negotiations, understandings or agreements, whether written or oral, with respect to the work to be performed by Contractor.



**Section 12. ASSIGNMENT - SUBCONTRACTING.**

Contractor shall not assign or subcontract this agreement, or any interest therein, without the written consent of the Railroad. Contractor shall be responsible for the acts and omissions of all subcontractors. Before Contractor commences any work, the Contractor shall, except to the extent prohibited by law; (1) require each of its subcontractors to include the Contractor as "Additional Insured" on the subcontractor's Commercial General Liability policy and Umbrella or Excess policies (if applicable) with respect to all liabilities arising out of the subcontractor's performance of work on behalf of the Contractor by endorsing these policies with ISO Additional Insured Endorsements CG 20 10, and CG 20 37 (or substitute forms providing equivalent coverage; (2) require each of its subcontractors to endorse their Commercial General Liability Policy with "Contractual Liability Railroads" ISO Form CG 24 17 10 01 (or a substitute form providing equivalent coverage) for the job site; and (3) require each of its subcontractors to endorse their Business Automobile Policy with "Coverage For Certain Operations In Connection With Railroads" ISO Form CA 20 70 10 01 (or a substitute form providing equivalent coverage) for the job site.



**EXHIBIT C**  
**TO**  
**CONTRACTOR'S**  
**RIGHT OF ENTRY AGREEMENT**

**Union Pacific Railroad Company**  
**Insurance Requirements For**  
**Contractor's Right of Entry Agreement**

During the entire term of this Agreement and course of the Project, and until all Project work on Railroad's property has been completed and all equipment and materials have been removed from Railroad's property and Railroad's property has been clean and restored to Railroad's satisfaction, Contractor shall, at its sole cost and expense, procure and maintain the following insurance coverage:

- A. Commercial General Liability insurance.** Commercial general liability (CGL) with a limit of not less than \$5,000,000 each occurrence and an aggregate limit of not less than \$10,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, which must be stated on the certificate of insurance:

- Contractual Liability Railroads ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.
- Designated Construction Project(s) General Aggregate Limit ISO Form CG 25 03 03 97 (or a substitute form providing equivalent coverage) showing the project on the form schedule.

- B. Business Automobile Coverage insurance.** Business auto coverage written on ISO form CA 00 01 10 01 (or a substitute form providing equivalent liability coverage) with a combined single limit of not less \$5,000,000 for each accident and coverage must include liability arising out of any auto (including owned, hired and non-owned autos).

The policy must contain the following endorsements, which must be stated on the certificate of insurance:

- Coverage For Certain Operations In Connection With Railroads ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Property" as the Designated Job Site.
- Motor Carrier Act Endorsement - Hazardous materials clean up (MCS-90) if required by law.

- C. Workers' Compensation and Employers' Liability insurance.** Coverage must include but not be limited to:
- Contractor's statutory liability under the workers' compensation laws of the state where the work is being performed.
  - Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 disease policy limit \$500,000 each employee.

If Contractor is self-insured, evidence of state approval and excess workers compensation coverage must be provided. Coverage must include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

- D. Railroad Protective Liability insurance.** Contractor must maintain "Railroad Protective Liability" (RPL) insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Railroad as named insured, with a limit of not less than \$2,000,000 per occurrence and an aggregate of \$6,000,000. The definition of "JOB LOCATION" and "WORK" on the declaration page of the policy shall refer to this agreement and shall describe all WORK or OPERATIONS performed under this agreement. Contractor shall provide this agreement to Contractor's insurance agent(s) and/or broker(s) and Contractor shall instruct such agent(s) and/or broker(s) to procure the insurance coverage required by this agreement. A BINDER STATING THE POLICY IS IN PLACE MUST BE SUBMITTED TO RAILROAD BEFORE THE WORK MAY COMMENCE AND UNTIL THE ORIGINAL POLICY IS FORWARDED TO UNION PACIFIC RAILROAD.



- E. Umbrella or Excess insurance.** If Contractor utilizes umbrella or excess policies, these policies must "follow form" and afford no less coverage than the primary policy.
- F. Pollution Liability insurance.** Pollution liability coverage must be included when the scope of the work as defined in the agreement includes installation, temporary storage, or disposal of any "hazardous" material that is injurious in or upon land, the atmosphere, or any watercourses; or may cause bodily injury at any time.

If required, coverage may be provided in separate policy form or by endorsement to Contractors CGL or RPL. Any form coverage must be equivalent to that provided in ISO form CG 24 15 "Limited Pollution Liability Extension Endorsement" or CG 28 31 "Pollution Exclusion Amendment" with limits of at least \$5,000,000 per occurrence and an aggregate limit of \$10,000,000.

If the scope of work as defined in this agreement includes the disposal of any hazardous or non-hazardous materials from the job site, Contractor must furnish to Railroad evidence of pollution legal liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting the materials, with coverage in minimum amounts of \$1,000,000 per loss, and an annual aggregate of \$2,000,000.

#### **Other Requirements**

- G.** All policy(ies) required above (except business automobile, worker's compensation and employers liability) must include Railroad as "Additional Insured" using ISO Additional Insured Endorsements CG 20 10, and CG 20 37 (or substitute forms providing equivalent coverage). The coverage provided to Railroad as additional insured shall not be limited by Contractor's liability under the indemnity provisions of this agreement. BOTH CONTRACTOR AND RAILROAD EXPECT THAT UNION PACIFIC RAILROAD COMPANY WILL BE PROVIDED WITH THE BROADEST POSSIBLE COVERAGE AVAILABLE BY OPERATION OF LAW UNDER ISO ADDITIONAL INSURED FORMS CG 20 10 AND CG 20 37.
- H.** Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless (a) insurance coverage may not lawfully be obtained for any punitive damages that may arise under this agreement, or (b) all punitive damages are prohibited by all states in which this agreement will be performed.
- I.** Contractor waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against Railroad and its agents, officers, directors and employees for damages covered by the workers compensation and employers liability or commercial umbrella or excess liability obtained by Contractor required in this agreement where prohibited by law. This waiver must be stated on the certificate of insurance.
- J.** Prior to commencing the work, Contractor shall furnish Railroad with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements in this agreement.
- K.** All insurance policies must be written by a reputable insurance company acceptable to Railroad or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state where the work is being performed.
- L.** The fact that insurance is obtained by Contractor or by Railroad on behalf of Contractor will not be deemed to release or diminish the liability of Contractor, including, without limitation, liability under the indemnity provisions of this agreement. Damages recoverable by Railroad from Contractor or any third party will not be limited by the amount of the required insurance coverage.



**PUBLIC HIGHWAY AT-GRADE CROSSING AGREEMENT**

10<sup>TH</sup> STREET  
DOT 804370B  
MILE POST 51.665, GREELEY SUBDIVISION  
GREELEY, WELD, COLORADO

THIS AGREEMENT ("Agreement") is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ ("Effective Date"), by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation, to be addressed at Real Estate Department, 1400 Douglas Street, Mail Stop 1690, Omaha, Nebraska 68179 ("Railroad") and **CITY OF GREELEY**, a municipal corporation or political subdivision of the State of Colorado to be addressed at 1001 9<sup>th</sup> Ave, Greeley, CO 80631("Political Body").

**RECITALS:**

By instrument dated July 1<sup>st</sup>, 2010 the Railroad and the Political Body entered into an agreement (the "Original Agreement") covering the construction, use, maintenance and repair of an at grade public road crossing over 10<sup>th</sup> Street DOT Number 804370B at Railroad's Milepost 51.665 on Railroad's Greeley Subdivision at or near Greeley, Weld County, Colorado.

The Political Body now desires to undertake as its project (the "Project") the reconstruction and widening of sidewalk at the road crossing that was constructed under the Original Agreement. The road crossing, as reconstructed and widened sidewalk is hereinafter the "Roadway" and the portion of the Railroad's property where the Roadway crosses the Railroad's property is the "Crossing Area."

The right of way granted by Railroad to the Political Body under the terms of the Original Agreement or a separate document is not sufficient to allow for the reconstruction and widening at the Roadway. Therefore, under this Agreement, the Railroad will be granting additional rights to the Political Body to facilitate the reconstruction and widening at the Roadway. The portion of Railroad's property that Political Body needs to use in connection with the Roadway ("New Crossing Area") including the right of way area covered under the Original Agreement or in a separate document ("Existing Crossing Area") is shown on the print marked **Exhibit A** attached hereto and hereby made a part hereof (the "Crossing Area").



The Railroad and the Political Body are entering into this Agreement to cover the above.

### **AGREEMENT:**

NOW, THEREFORE, it is mutually agreed by and between the parties hereto as follows:

#### **Section 1. EXHIBIT B**

The general terms and conditions marked **Exhibit B**, are attached hereto and hereby made a part hereof.

#### **Section 2. RAILROAD GRANTS RIGHT**

For and in consideration of the sum of **FIVE THOUSAND SEVEN HUNDRED DOLLARS (\$5,700.00)** to be paid by the Political Body to the Railroad upon the execution and delivery of this Agreement and in further consideration] of the Political Body's agreement to perform and comply with the terms of this Agreement, the Railroad hereby grants to the Political Body the right to construct, maintain and repair the Roadway over and across the Crossing Area.

#### **Section 3. DEFINITION OF CONTRACTOR**

For purposes of this Agreement the term "Contractor" shall mean the contractor or contractors hired by the Political Body to perform any Project work on any portion of the Railroad's property and shall also include the Contractor's subcontractors and the Contractor's and subcontractor's respective employees, officers and agents, and others acting under its or their authority.

#### **Section 4. CONTRACTOR'S RIGHT OF ENTRY AGREEMENT - INSURANCE**

A. Prior to Contractor performing any work within the Crossing Area and any subsequent maintenance and repair work, the Political Body shall require the Contractor to:

- execute the Railroad's then current Contractor's Right of Entry Agreement
- obtain the then current insurance required in the Contractor's Right of Entry Agreement; and
- provide such insurance policies, certificates, binders and/or endorsements to the Railroad.

B. The Railroad's current Contractor's Right of Entry Agreement is marked **Exhibit D**, attached hereto and hereby made a part hereof. The Political Body confirms that it will inform its Contractor that it is required to execute such form of agreement and obtain the required insurance before commencing any work on any Railroad property.



Under no circumstances will the Contractor be allowed on the Railroad's property without first executing the Railroad's Contractor's Right of Entry Agreement and obtaining the insurance set forth therein and also providing to the Railroad the insurance policies, binders, certificates and/or endorsements described therein.

C. All insurance correspondence, binders, policies, certificates and/or endorsements shall be sent to:

Manager - Contracts  
Union Pacific Railroad Company  
Real Estate Department  
1400 Douglas Street, Mail Stop 1690  
Omaha, NE 68179-1690  
UP File Folder No. 2570-93

D. If the Political Body's own employees will be performing any of the Project work, the Political Body may self-insure all or a portion of the insurance coverage subject to the Railroad's prior review and approval.

#### **Section 5. FEDERAL AID POLICY GUIDE**

If the Political Body will be receiving any federal funding for the Project, the current rules, regulations and provisions of the Federal Aid Policy Guide as contained in 23 CFR 140, Subpart I and 23 CFR 646, Subparts A and B are incorporated into this Agreement by reference.

#### **Section 6. PROJECT EXPENSES TO BE BORNE BY RAILROAD**

The Political Body agrees to reimburse the Railroad for Seventy Percent (70%) of actual costs incurred by the Railroad in connection with the Railroad work.

#### **Section 7. WORK TO BE PERFORMED BY RAILROAD; BILLING SENT TO POLITICAL BODY; POLITICAL BODY'S PAYMENT OF BILLS**

A. The work to be performed by the Railroad, to be reimbursed by the Political Body, is described in the Railroad's Material and Force Account Estimate marked **Exhibit C**, attached hereto and hereby made a part hereof (the "Estimate"). As set forth in the Estimate, the Railroad's estimated cost for the Railroad's work associated with the Project is **Two Hundred Seventy Eight Thousand Nine Hundred Sixty Two Dollars (\$278,962)**.

B. The Railroad, if it so elects, may recalculate and update the Estimate submitted to the Political Body in the event the Political Body does not commence construction on the portion of the Project located on the Railroad's property within six (6) months from the date of the Estimate.



C. The Political Body acknowledges that the Estimate does not include any estimate of flagging or other protective service costs that are to be paid by the Political Body or the Contractor in connection with flagging or other protective services provided by the Railroad in connection with the Project. All of such costs incurred by the Railroad are to be paid by the Political Body or the Contractor as determined by the Railroad and the Political Body. If it is determined that the Railroad will be billing the Contractor directly for such costs, the Political Body agrees that it will pay the Railroad for any flagging costs that have not been paid by any Contractor within thirty (30) days of the Contractor's receipt of billing

D. The Railroad shall send progressive billing to the Political Body during the Project and final billing to the Political Body within one hundred eighty (180) days after receiving written notice from the Political Body that all Project work affecting the Railroad's property has been completed.

E. The Political Body agrees to reimburse the Railroad within thirty (30) days of its receipt of billing from the Railroad for seventy percent (70%) of all actual costs incurred by the Railroad in connection with the Project including, but not limited to, all actual costs of engineering review (including preliminary engineering review costs incurred by Railroad prior to the Effective Date of this Agreement), construction, inspection, flagging (unless flagging costs are to be billed directly to the Contractor), procurement of materials, equipment rental, manpower and deliveries to the job site and all direct and indirect overhead labor/construction costs including Railroad's standard additive rates.

## **Section 8. PLANS**

A. The Political Body, at its expense, shall prepare, or cause to be prepared by others, the detailed plans and specifications for the Project and the Structure and submit such plans and specifications to the Railroad's Assistant Vice President Engineering-Design, or his authorized representative, for prior review and approval. The plans and specifications shall include all Roadway layout specifications, cross sections and elevations, associated drainage, and other appurtenances.

B. The final one hundred percent (100%) completed plans that are approved in writing by the Railroad's Assistant Vice President Engineering-Design, or his authorized representative, are hereinafter referred to as the "Plans". The Plans are hereby made a part of this Agreement by reference.

C. No changes in the Plans shall be made unless the Railroad has consented to such changes in writing.

D. The Railroad's review and approval of the Plans will in no way relieve the Political Body or the Contractor from their responsibilities, obligations and/or liabilities under this Agreement, and will be given with the understanding that the Railroad makes no representations or warranty as to the validity, accuracy, legal compliance or



completeness of the Plans and that any reliance by the Political Body or Contractor on the Plans is at the risk of the Political Body and Contractor.

## **Section 9. NON-RAILROAD IMPROVEMENTS**

A. Submittal of plans and specifications for protecting, encasing, reinforcing, relocation, replacing, removing and abandoning in place all non-railroad owned facilities (the "Non Railroad Facilities") affected by the Project including, without limitation, utilities, fiber optics, pipelines, wirelines, communication lines and fences is required under Section 8. The Non Railroad Facilities plans and specifications shall comply with Railroad's standard specifications and requirements, including, without limitation, American Railway Engineering and Maintenance-of-Way Association ("AREMA") standards and guidelines. Railroad has no obligation to supply additional land for any Non Railroad Facilities and does not waive its right to assert preemption defenses, challenge the right-to-take, or pursue compensation in any condemnation action, regardless if the submitted Non Railroad Facilities plans and specifications comply with Railroad's standard specifications and requirements. Railroad has no obligation to permit any Non Railroad Facilities to be abandoned in place or relocated on Railroad's property.

B. Upon Railroad's approval of submitted Non Railroad Facilities plans and specifications, Railroad will attempt to incorporate them into new agreements or supplements of existing agreements with Non Railroad Facilities owners or operators. Railroad may use its standard terms and conditions, including, without limitation, its standard license fee and administrative charges when requiring supplements or new agreements for Non Railroad Facilities. Non Railroad Facilities work shall not commence before a supplement or new agreement has been fully executed by Railroad and the Non Railroad Facilities owner or operator, or before Railroad and Political Body mutually agree in writing to (i) deem the approved Non Railroad Facilities plans and specifications to be Plans pursuant to Section 8B, (ii) deem the Non Railroad Facilities part of the Structure, and (iii) supplement this Agreement with terms and conditions covering the Non Railroad Facilities.

## **Section 10. EFFECTIVE DATE; TERM; TERMINATION**

A. This Agreement is effective as of the Effective Date first herein written and shall continue in full force and effect for as long as the Roadway remains on the Railroad's property.

B. The Railroad, if it so elects, may terminate this Agreement effective upon delivery of written notice to the Political Body in the event the Political Body does not commence construction on the portion of the Project located on the Railroad's property within twelve (12) months from the Effective Date.

C. If the Agreement is terminated as provided above, or for any other reason, the Political Body shall pay to the Railroad all actual costs incurred by the Railroad in



connection with the Project up to the date of termination, including, without limitation, all actual costs incurred by the Railroad in connection with reviewing any preliminary or final Project Plans.

#### **Section 11. CONDITIONS TO BE MET BEFORE POLITICAL BODY CAN COMMENCE WORK**

Neither the Political Body nor the Contractor may commence any work within the Crossing Area or on any other Railroad property until:

- (i) The Railroad and Political Body have executed this Agreement.
- (ii) The Railroad has provided to the Political Body the Railroad's written approval of the Plans.
- (iii) Each Contractor has executed Railroad's Contractor's Right of Entry Agreement and has obtained and/or provided to the Railroad the insurance policies, certificates, binders, and/or endorsements required under the Contractor's Right of Entry Agreement.
- (iv) Each Contractor has given the advance notice(s) required under the Contractor's Right of Entry Agreement to the Railroad Representative named in the Contractor's Right of Entry Agreement.

#### **Section 12. FUTURE PROJECTS**

Future projects involving substantial maintenance, repair, reconstruction, renewal and/or demolition of the Roadway shall not commence until Railroad and Political Body agree on the plans for such future projects, cost allocations, right of entry terms and conditions and temporary construction rights, terms and conditions.

#### **Section 13. ASSIGNMENT; SUCCESSORS AND ASSIGNS**

A. Political Body shall not assign this Agreement without the prior written consent of Railroad.

B. Subject to the provisions of Paragraph A above, this Agreement shall inure to the benefit of and be binding upon the successors and assigns of Railroad and Political Body.

#### **Section 14. SPECIAL PROVISIONS PERTAINING TO AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009**

If the Political Body will be receiving American Recovery and Reinvestment Act ("ARRA") funding for the Project, the Political Body agrees that it is responsible in performing and completing all ARRA reporting documents for the Project. The Political



Body confirms and acknowledges that Section 1512 of the ARRA provisions applies only to a "recipient" receiving ARRA funding directing from the federal government and, therefore, (i) the ARRA reporting requirements are the responsibility of the Political Body and not of the Railroad, and (ii) the Political Body shall not delegate any ARRA reporting responsibilities to the Railroad. The Political Body also confirms and acknowledges that (i) the Railroad shall provide to the Political Body the Railroad's standard and customary billing for expenses incurred by the Railroad for the Project including the Railroad's standard and customary documentation to support such billing, and (ii) such standard and customary billing and documentation from the Railroad provides the information needed by the Political Body to perform and complete the ARRA reporting documents. The Railroad confirms that the Political Body and the Federal Highway Administration shall have the right to audit the Railroad's billing and documentation for the Project as provided in Section 11 of **Exhibit B** of this Agreement.

#### **Section 15. TERMINATION OF ORIGINAL AGREEMENT**

Upon the completion of the Roadway, the Original Agreement shall terminate and the terms and conditions of this Agreement shall govern the use, maintenance and repair of the Roadway.



**IN WITNESS WHEREOF**, the parties have caused this Agreement to be duly executed as of the Effective Date first herein written.

**UNION PACIFIC RAILROAD COMPANY**  
(Federal Tax ID #94-6001323)

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
[City Clerk] [County Clerk]

**CITY OF GREELEY**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

(Seal)

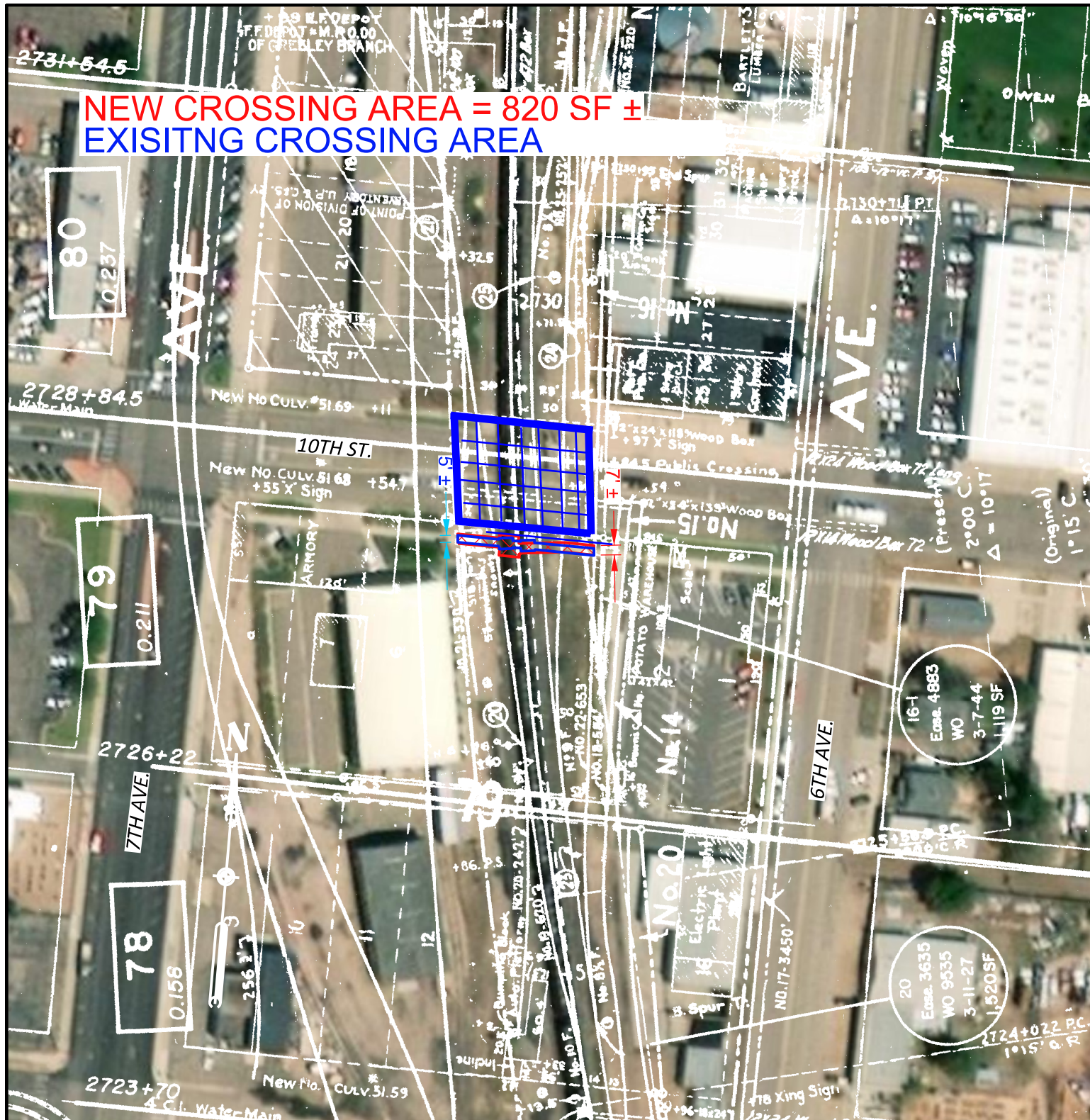
Pursuant to Resolution/Order No. \_\_\_\_\_  
dated: \_\_\_\_\_, 20\_\_ hereto attached





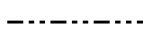
**EXHIBIT A  
TO  
PUBLIC HIGHWAY AT GRADE CROSSING AGREEMENT**

**Exhibit A** will be a print showing the Crossing Area (see Recitals)





**LEGEND:**

- NEW CROSSING AREA ..... 
- EXISTING CROSSING AREA ..... 
- UPRR CO. R/W OUTLINED ..... 

NOTE: BEFORE YOU BEGIN ANY WORK, SEE AGREEMENT FOR FIBER OPTIC PROVISIONS.

EXHIBIT "A"

UNION PACIFIC RAILROAD COMPANY

GREELEY, WELD COUNTY, CO

M.P. 51.665 - GREELEY SUB.

MAP UP CO V-3 / S-12B

SCALE: 1" = 100'

OFFICE OF REAL ESTATE  
OMAHA, NEBRASKA DATE: 2/7/2020

RRM FILE: 02570-93

CADD  
FILENAME 0257093.DGN

SCAN  
FILENAME 0257093\_C03S012B.TIF



**EXHIBIT B  
TO  
PUBLIC HIGHWAY AT GRADE CROSSING AGREEMENT**

**SECTION 1. CONDITIONS AND COVENANTS**

A. The Railroad makes no covenant or warranty of title for quiet possession or against encumbrances. The Political Body shall not use or permit use of the Crossing Area for any purposes other than those described in this Agreement. Without limiting the foregoing, the Political Body shall not use or permit use of the Crossing Area for railroad purposes, or for gas, oil or gasoline pipe lines. Any lines constructed on the Railroad's property by or under authority of the Political Body for the purpose of conveying electric power or communications incidental to the Political Body's use of the property for highway purposes shall be constructed in accordance with specifications and requirements of the Railroad, and in such manner as not adversely to affect communication or signal lines of the Railroad or its licensees now or hereafter located upon said property. No nonparty shall be admitted by the Political Body to use or occupy any part of the Railroad's property without the Railroad's written consent. Nothing herein shall obligate the Railroad to give such consent.

B. The Railroad reserves the right to cross the Crossing Area with such railroad tracks as may be required for its convenience or purposes. In the event the Railroad shall place additional tracks upon the Crossing Area, the Political Body shall, at its sole cost and expense, modify the Roadway to conform with all tracks within the Crossing Area.

C. The right hereby granted is subject to any existing encumbrances and rights (whether public or private), recorded or unrecorded, and also to any renewals thereof. The Political Body shall not damage, destroy or interfere with the property or rights of nonparties in, upon or relating to the Railroad's property, unless the Political Body at its own expense settles with and obtains releases from such nonparties.

D. The Railroad reserves the right to use and to grant to others the right to use the Crossing Area for any purpose not inconsistent with the right hereby granted, including, but not by way of limitation, the right to construct, reconstruct, maintain, operate, repair, alter, renew and replace tracks, facilities and appurtenances on the property; and the right to cross the Crossing Area with all kinds of equipment.

E. So far as it lawfully may do so, the Political Body will assume, bear and pay all taxes and assessments of whatsoever nature or kind (whether general, local or special) levied or assessed upon or against the Crossing Area, excepting taxes levied upon and against the property as a component part of the Railroad's operating



property.

F. If any property or rights other than the right hereby granted are necessary for the construction, maintenance and use of the Roadway and its appurtenances, or for the performance of any work in connection with the Project, the Political Body will acquire all such other property and rights at its own expense and without expense to the Railroad.

## **SECTION 2. CONSTRUCTION OF ROADWAY**

A. The Political Body, at its expense, will apply for and obtain all public authority required by law, ordinance, rule or regulation for the Project, and will furnish the Railroad upon request with satisfactory evidence that such authority has been obtained.

B. Except as may be otherwise specifically provided herein, the Political Body, at its expense, will furnish all necessary labor, material and equipment, and shall construct and complete the Roadway and all appurtenances thereof. The appurtenances shall include, without limitation, all necessary and proper highway warning devices (except those installed by the Railroad within its right of way) and all necessary drainage facilities, guard rails or barriers, and right of way fences between the Roadway and the railroad tracks. Upon completion of the Project, the Political Body shall remove from the Railroad's property all temporary structures and false work, and will leave the Crossing Area in a condition satisfactory to the Railroad.

C. All construction work of the Political Body upon the Railroad's property (including, but not limited to, construction of the Roadway and all appurtenances and all related and incidental work) shall be performed and completed in a manner satisfactory to the Assistant Vice President Engineering-Design of the Railroad or his authorized representative and in compliance with the Plans, and other guidelines furnished by the Railroad.

D. All construction work of the Political Body shall be performed diligently and completed within a reasonable time. No part of the Project shall be suspended, discontinued or unduly delayed without the Railroad's written consent, and subject to such reasonable conditions as the Railroad may specify. It is understood that the Railroad's tracks at and in the vicinity of the work will be in constant or frequent use during progress of the work and that movement or stoppage of trains, engines or cars may cause delays in the work of the Political Body. The Political Body hereby assumes the risk of any such delays and agrees that no claims for damages on account of any delay shall be made against the Railroad by the State and/or the Contractor.

## **SECTION 3. INJURY AND DAMAGE TO PROPERTY**



If the Political Body, in the performance of any work contemplated by this Agreement or by the failure to do or perform anything for which the Political Body is responsible under the provisions of this Agreement, shall injure, damage or destroy any property of the Railroad or of any other person lawfully occupying or using the property of the Railroad, such property shall be replaced or repaired by the Political Body at the Political Body's own expense, or by the Railroad at the expense of the Political Body, and to the satisfaction of the Railroad's Assistant Vice President Engineering-Design.

#### **SECTION 4. RAILROAD MAY USE CONTRACTORS TO PERFORM WORK**

The Railroad may contract for the performance of any of its work by other than the Railroad forces. The Railroad shall notify the Political Body of the contract price within ninety (90) days after it is awarded. Unless the Railroad's work is to be performed on a fixed price basis, the Political Body shall reimburse the Railroad for the amount of the contract.

#### **SECTION 5. MAINTENANCE AND REPAIRS**

A. The Political Body shall, at its own sole expense, maintain, repair, and renew, or cause to be maintained, repaired and renewed, the entire Crossing Area and Roadway, except the portions between the track tie ends, which shall be maintained by and at the expense of the Railroad.

B. If, in the future, the Political Body elects to have the surfacing material between the track tie ends, or between tracks if there is more than one railroad track across the Crossing Area, replaced with paving or some surfacing material other than timber planking, the Railroad, at the Political Body's expense, shall install such replacement surfacing, and in the future, to the extent repair or replacement of the surfacing is necessitated by repair or rehabilitation of the Railroad's tracks through the Crossing Area, the Political Body shall bear the expense of such repairs or replacement.

#### **SECTION 6. CHANGES IN GRADE**

If at any time the Railroad shall elect, or be required by competent authority to, raise or lower the grade of all or any portion of the track(s) located within the Crossing Area, the Political Body shall, at its own expense, conform the Roadway to conform with the change of grade of the trackage.

#### **SECTION 7. REARRANGEMENT OF WARNING DEVICES**

If the change or rearrangement of any warning device installed hereunder is necessitated for public or Railroad convenience or on account of improvements for either the Railroad, highway or both, the parties will apportion the expense incidental thereto between themselves by negotiation, agreement or by the order of a competent authority before the change or rearrangement is undertaken.



## **SECTION 8. SAFETY MEASURES; PROTECTION OF RAILROAD COMPANY OPERATIONS**

It is understood and recognized that safety and continuity of the Railroad's operations and communications are of the utmost importance; and in order that the same may be adequately safeguarded, protected and assured, and in order that accidents may be prevented and avoided, it is agreed with respect to all of said work of the Political Body that the work will be performed in a safe manner and in conformity with the following standards:

A. **Definitions.** All references in this Agreement to the Political Body shall also include the Contractor and their respective officers, agents and employees, and others acting under its or their authority; and all references in this Agreement to work of the Political Body shall include work both within and outside of the Railroad's property.

B. **Entry on to Railroad's Property by Political Body.** If the Political Body's employees need to enter Railroad's property in order to perform an inspection of the Roadway, minor maintenance or other activities, the Political Body shall first provide at least ten (10) working days advance notice to the Railroad Representative. With respect to such entry on to Railroad's property, the Political Body, to the extent permitted by law, agrees to release, defend and indemnify the Railroad from and against any loss, damage, injury, liability, claim, cost or expense incurred by any person including, without limitation, the Political Body's employees, or damage to any property or equipment (collectively the "Loss") that arises from the presence or activities of Political Body's employees on Railroad's property, except to the extent that any Loss is caused by the sole direct negligence of Railroad.

C. **Flagging.**

(i) If the Political Body's employees need to enter Railroad's property as provided in Paragraph B above, the Political Body agrees to notify the Railroad Representative at least thirty (30) working days in advance of proposed performance of any work by Political Body in which any person or equipment will be within twenty-five (25) feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within twenty-five (25) feet of any track. No work of any kind shall be performed, and no person, equipment, machinery, tool(s), material(s), vehicle(s), or thing(s) shall be located, operated, placed, or stored within twenty-five (25) feet of any of Railroad's track(s) at any time, for any reason, unless and until a Railroad flagman is provided to watch for trains. Upon receipt of such thirty (30) day notice, the Railroad Representative will determine and inform Political Body whether a flagman need be present and whether Political Body needs to implement any special protective or safety measures. If flagging or other special protective or safety measures are performed by Railroad, Railroad will bill Political Body for such expenses incurred by Railroad. If Railroad performs any flagging, or other special protective or safety measures are performed by Railroad,



Political Body agrees that Political Body is not relieved of any of its responsibilities or liabilities set forth in this Agreement.

(ii) The rate of pay per hour for each flagman will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Railroad and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Political Body shall pay on the basis of the new rates and charges.

(iii) Reimbursement to Railroad will be required covering the full eight-hour day during which any flagman is furnished, unless the flagman can be assigned to other Railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagman is engaged in other Railroad work. Reimbursement will also be required for any day not actually worked by the flagman following the flagman's assignment to work on the project for which Railroad is required to pay the flagman and which could not reasonably be avoided by Railroad by assignment of such flagman to other work, even though Political Body may not be working during such time. When it becomes necessary for Railroad to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Political Body must provide Railroad a minimum of five (5) days notice prior to the cessation of the need for a flagman. If five (5) days notice of cessation is not given, Political Body will still be required to pay flagging charges for the five (5) day notice period required by union agreement to be given to the employee, even though flagging is not required for that period. An additional thirty (30) days notice must then be given to Railroad if flagging services are needed again after such five day cessation notice has been given to Railroad.

D. **Compliance With Laws.** The Political Body shall comply with all applicable federal, state and local laws, regulations and enactments affecting the work. The Political Body shall use only such methods as are consistent with safety, both as concerns the Political Body, the Political Body's agents and employees, the officers, agents, employees and property of the Railroad and the public in general. The Political Body (without limiting the generality of the foregoing) shall comply with all applicable state and federal occupational safety and health acts and regulations. All Federal Railroad Administration regulations shall be followed when work is performed on the Railroad's premises. If any failure by the Political Body to comply with any such laws,



regulations, and enactments, shall result in any fine, penalty, cost or charge being assessed, imposed or charged against the Railroad, the Political Body shall reimburse, and to the extent it may lawfully do so, indemnify the Railroad for any such fine, penalty, cost, or charge, including without limitation attorney's fees, court costs and expenses. The Political Body further agrees in the event of any such action, upon notice thereof being provided by the Railroad, to defend such action free of cost, charge, or expense to the Railroad.

E. **No Interference or Delays.** The Political Body shall not do, suffer or permit anything which will or may obstruct, endanger, interfere with, hinder or delay maintenance or operation of the Railroad's tracks or facilities, or any communication or signal lines, installations or any appurtenances thereof, or the operations of others lawfully occupying or using the Railroad's property or facilities.

F. **Supervision.** The Political Body, at its own expense, shall adequately police and supervise all work to be performed by the Political Body, and shall not inflict injury to persons or damage to property for the safety of whom or of which the Railroad may be responsible, or to property of the Railroad. The responsibility of the Political Body for safe conduct and adequate policing and supervision of the Project shall not be lessened or otherwise affected by the Railroad's approval of plans and specifications, or by the Railroad's collaboration in performance of any work, or by the presence at the work site of the Railroad's representatives, or by compliance by the Political Body with any requests or recommendations made by such representatives. If a representative of the Railroad is assigned to the Project, the Political Body will give due consideration to suggestions and recommendations made by such representative for the safety and protection of the Railroad's property and operations.

G. **Suspension of Work.** If at any time the Political Body's engineers or the Vice President-Engineering Services of the Railroad or their respective representatives shall be of the opinion that any work of the Political Body is being or is about to be done or prosecuted without due regard and precaution for safety and security, the Political Body shall immediately suspend the work until suitable, adequate and proper protective measures are adopted and provided.

H. **Removal of Debris.** The Political Body shall not cause, suffer or permit material or debris to be deposited or cast upon, or to slide or fall upon any property or facilities of the Railroad; and any such material and debris shall be promptly removed from the Railroad's property by the Political Body at the Political Body's own expense or by the Railroad at the expense of the Political Body. The Political Body shall not cause, suffer or permit any snow to be plowed or cast upon the Railroad's property during snow removal from the Crossing Area.

I. **Explosives.** The Political Body shall not discharge any explosives on or in the vicinity of the Railroad's property without the prior consent of the Railroad's Vice President-Engineering Services, which shall not be given if, in the sole discretion of the Railroad's Vice President-Engineering Services, such discharge would be



dangerous or would interfere with the Railroad's property or facilities. For the purposes hereof, the "vicinity of the Railroad's property" shall be deemed to be any place on the Railroad's property or in such close proximity to the Railroad's property that the discharge of explosives could cause injury to the Railroad's employees or other persons, or cause damage to or interference with the facilities or operations on the Railroad's property. The Railroad reserves the right to impose such conditions, restrictions or limitations on the transportation, handling, storage, security and use of explosives as the Railroad, in the Railroad's sole discretion, may deem to be necessary, desirable or appropriate.

J. **Excavation.** The Political Body shall not excavate from existing slopes nor construct new slopes which are excessive and may create hazards of slides or falling rock, or impair or endanger the clearance between existing or new slopes and the tracks of the Railroad. The Political Body shall not do or cause to be done any work which will or may disturb the stability of any area or adversely affect the Railroad's tracks or facilities. The Political Body, at its own expense, shall install and maintain adequate shoring and cribbing for all excavation and/or trenching performed by the Political Body in connection with construction, maintenance or other work. The shoring and cribbing shall be constructed and maintained with materials and in a manner approved by the Railroad's Assistant Vice President Engineering - Design to withstand all stresses likely to be encountered, including any stresses resulting from vibrations caused by the Railroad's operations in the vicinity.

K. **Drainage.** The Political Body, at the Political Body's own expense, shall provide and maintain suitable facilities for draining the Roadway and its appurtenances, and shall not suffer or permit drainage water therefrom to flow or collect upon property of the Railroad. The Political Body, at the Political Body's own expense, shall provide adequate passageway for the waters of any streams, bodies of water and drainage facilities (either natural or artificial, and including water from the Railroad's culvert and drainage facilities), so that said waters may not, because of any facilities or work of the Political Body, be impeded, obstructed, diverted or caused to back up, overflow or damage the property of the Railroad or any part thereof, or property of others. The Political Body shall not obstruct or interfere with existing ditches or drainage facilities.

L. **Notice.** Before commencing any work, the Political Body shall provide the advance notice to the Railroad that is required under the Contractor's Right of Entry Agreement.

M. **Fiber Optic Cables.** Fiber optic cable systems may be buried on the Railroad's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Political Body shall telephone the Railroad during normal business hours (7:00 a.m. to 9:00 p.m. Central Time, Monday through Friday, except holidays) at 1-800-336-9193 (also a 24-hour, 7-day number for emergency calls) to determine if fiber optic cable is buried anywhere on the Railroad's premises to be used



by the Political Body. If it is, Political Body will telephone the telecommunications company(ies) involved, arrange for a cable locator, and make arrangements for relocation or other protection of the fiber optic cable prior to beginning any work on the Railroad's premises.

#### **SECTION 9. INTERIM WARNING DEVICES**

If at anytime it is determined by a competent authority, by the Political Body, or by agreement between the parties, that new or improved train activated warning devices should be installed at the Crossing Area, the Political Body shall install adequate temporary warning devices or signs and impose appropriate vehicular control measures to protect the motoring public until the new or improved devices have been installed.

#### **SECTION 10. OTHER RAILROADS**

All protective and indemnifying provisions of this Agreement shall inure to the benefit of the Railroad and any other railroad company lawfully using the Railroad's property or facilities.

#### **SECTION 11. BOOKS AND RECORDS**

The books, papers, records and accounts of Railroad, so far as they relate to the items of expense for the materials to be provided by Railroad under this Project, or are associated with the work to be performed by Railroad under this Project, shall be open to inspection and audit at Railroad's offices in Omaha, Nebraska, during normal business hours by the agents and authorized representatives of Political Body for a period of three (3) years following the date of Railroad's last billing sent to Political Body.

#### **SECTION 12. REMEDIES FOR BREACH OR NONUSE**

A. If the Political Body shall fail, refuse or neglect to perform and abide by the terms of this Agreement, the Railroad, in addition to any other rights and remedies, may perform any work which in the judgment of the Railroad is necessary to place the Roadway and appurtenances in such condition as will not menace, endanger or interfere with the Railroad's facilities or operations or jeopardize the Railroad's employees; and the Political Body will reimburse the Railroad for the expenses thereof.

B. Nonuse by the Political Body of the Crossing Area for public highway purposes continuing at any time for a period of eighteen (18) months shall, at the option of the Railroad, work a termination of this Agreement and of all rights of the Political Body hereunder.

C. The Political Body will surrender peaceable possession of the Crossing Area



and Roadway upon termination of this Agreement. Termination of this Agreement shall not affect any rights, obligations or liabilities of the parties, accrued or otherwise, which may have arisen prior to termination.

### **SECTION 13. MODIFICATION - ENTIRE AGREEMENT**

No waiver, modification or amendment of this Agreement shall be of any force or effect unless made in writing, signed by the Political Body and the Railroad and specifying with particularity the nature and extent of such waiver, modification or amendment. Any waiver by the Railroad of any default by the Political Body shall not affect or impair any right arising from any subsequent default. This Agreement and Exhibits attached hereto and made a part hereof constitute the entire understanding between the Political Body and the Railroad and cancel and supersede any prior negotiations, understandings or agreements, whether written or oral, with respect to the work or any part thereof.



**EXHIBIT C**  
**TO**  
**PUBLIC HIGHWAY AT GRADE CROSSING AGREEMENT**

**Exhibit C** (if applicable) will be Railroad's Material and Force Agreement Estimate.



# Material And Force Account Estimate

## Greeley

Estimate Number: 123847    Version: 2

Standard Rates:      Labor Additive = 310.58%

Estimate Good Until 06/03/20

Location: GREELEY SUB, SIMN, 51.645-51.685

Description of Work: Greeley Sub

DOT# 804370B-3 / Greeley, CO

Extension of 2 crossing surfaces to accommodate proposed quiet zone.

Prepared For:

Buy America: Yes

COMMENTS	FACILITY	Description	QTY	UOM	UCST	LABOR	MATERIAL	TOTAL	UP %30	Agcy %70
ENGINEERING										
		Engineering	1	LS	24,551.00	24,551	0	24,551	7,365	17,186
		Bill Prep Fee - Track Surface RECOLLECT	1	LS	900.00	0	900	900	270	630
		Homeline Freight - Track Surface RECOLLECT	1	LS	900.00	0	900	900	270	630
		Foreign Line Freight - Track Surface RECOLLECT	1	LS	5,386.00	0	5,386	5,386	1,616	3,770
Sub-Total =					24,551	7,186	31,737	9,521	22,216	
TRACK CONSTRUCTION - COMPANY										
	RDXING	RDXING 136# CON10W 10' LOOSE PAN TIES	104	TF	950.34	64,810	34,026	98,835	69,185	29,651
	BALAST	BALAST CL1	1	CL	1,859.91	872	987	1,860	1,302	558
	COMPJT	Transition Rail - 136#	2	PR	7,412.17	7,864	6,961	14,824	10,377	4,447
	RDXING	RDXING 136# CON10W 10' LOOSE PAN TIES	104	TF	950.34	64,810	34,026	98,835	69,185	29,651
	BALAST	BALAST CL1	1	CL	1,859.91	872	987	1,860	1,302	558
Sub-Total =					139,228	76,987	216,215	151,350	64,864	
TRACK REMOVAL - COMPANY										
	RDXING	Remove road crossing - prefab	100	TF	146.40	14,640	0	14,640	10,248	4,392
	TRACK	Remove Track	4	TF	28.76	115	0	115	81	35
	RDXING	Remove road crossing - prefab	100	TF	146.40	14,640	0	14,640	10,248	4,392
	TRACK	Remove Track	4	TF	28.76	115	0	115	81	35
Sub-Total =					29,510	0	29,510	20,657	8,853	
SIGNAL - COMPANY										
		Signal: Xing Signals	1	LS	1,500.00	1,500	0	1,500	450	1,050
Sub-Total =					1,500	0	1,500	450	1,050	
Total Wgt. in Tons = 1,083					Totals =	194,789	84,173	278,962	83,688	195,273

**Grand Total =**      **\$278,962**

Please Note: The above figures are estimates only and are subject to fluctuation. In the event of an increase or decrease in the cost or amount of material or labor required, CITY / STATE / FED will pay actual construction costs at the current rates effective thereof.



**EXHIBIT D**  
**TO**  
**PUBLIC HIGHWAY AT-GRADE CROSSING AGREEMENT**

**THIS AGREEMENT** is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation ("Railroad"); and \_\_\_\_\_, a \_\_\_\_\_ corporation ("Contractor").

**RECITALS:**

Contractor has been hired by \_\_\_\_\_ to perform work relating to \_\_\_\_\_

(the "work") with all or a portion of such work to be performed on property of Railroad in the vicinity of Railroad's Milepost \_\_\_\_\_ on Railroad's \_\_\_\_\_ [Subdivision or Branch] [at or near DOT No. \_\_\_\_\_ located at or near \_\_\_\_\_, in \_\_\_\_\_ County, State of \_\_\_\_\_, as such location is in the general location shown on the print marked **Exhibit A**, attached hereto and hereby made a part hereof, which work is the subject of a contract dated \_\_\_\_\_ between Railroad and \_\_\_\_\_.

Railroad is willing to permit Contractor to perform the work described above at the location described above subject to the terms and conditions contained in this agreement

**AGREEMENT:**

**NOW, THEREFORE**, it is mutually agreed by and between Railroad and Contractor, as follows:

**ARTICLE 1 - DEFINITION OF CONTRACTOR.**

For purposes of this agreement, all references in this agreement to Contractor shall include Contractor's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority. For purposes of clarity, Contractor agrees that any CIC (defined below) hired by Contractor is a subcontractor of Contractor and therefore included in the defined term Contractor pursuant to the foregoing sentence.

**ARTICLE 2 - RIGHT GRANTED; PURPOSE.**

Railroad hereby grants to Contractor the right, during the term hereinafter stated and upon and subject to each and all of the terms, provisions and conditions herein contained, to enter upon and have ingress to and egress from the property described in the Recitals for the purpose of performing the work described in the Recitals above. The right herein granted to Contractor is limited to those portions of Railroad's property specifically described herein, or as designated by the Railroad Representative named in Article 4.

**ARTICLE 3 - TERMS AND CONDITIONS CONTAINED IN EXHIBITS B AND C**

The terms and conditions contained in **Exhibit B** and **Exhibit C**, attached hereto, are hereby made a part of this agreement.

**ARTICLE 4 - ALL EXPENSES TO BE BORNE BY CONTRACTOR; RAILROAD REPRESENTATIVE.**

A. Contractor shall bear any and all costs and expenses associated with any work performed by Contractor (including without limitation any CIC), or any costs or expenses incurred by Railroad relating to this agreement.



B. Contractor shall coordinate all of its work with the following Railroad representative or his or her duly authorized representative (the "Railroad Representative"):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

C. Contractor, at its own expense, shall adequately police and supervise all work to be performed by Contractor and shall ensure that such work is performed in a safe manner as set forth in Section 7 of **Exhibit B**. The responsibility of Contractor for safe conduct and adequate policing and supervision of Contractor's work shall not be lessened or otherwise affected by Railroad's approval of plans and specifications involving the work, or by Railroad's collaboration in performance of any work, or by the presence at the work site of a Railroad Representative, or by compliance by Contractor with any requests or recommendations made by Railroad Representative.

**ARTICLE 5 - SCHEDULE OF WORK ON A MONTHLY BASIS.**

The Contractor, at its expense, shall provide on a monthly basis a detailed schedule of work to the Railroad Representative named in Article 4B above. The reports shall start at the execution of this agreement and continue until this agreement is terminated as provided in this agreement or until the Contractor has completed all work on Railroad's property.

**ARTICLE 6 - TERM; TERMINATION.**

A. The grant of right herein made to Contractor shall commence on the date of this agreement, and continue until \_\_\_\_\_, unless sooner terminated as herein provided, or at such time as Contractor has completed its work on Railroad's property, whichever is earlier. Contractor agrees to notify the Railroad Representative in writing when it has completed its work on Railroad's property.

B. This agreement may be terminated by either party on ten (10) days written notice to the other party.

**ARTICLE 7 - CERTIFICATE OF INSURANCE.**

A. Before commencing any work and throughout the entire term of this Agreement, Contractor, at its expense, shall procure and maintain in full force and effect the types and minimum limits of insurance specified in **Exhibit C** of this agreement and require each of its subcontractors to include the insurance endorsements as required under Section 12 of **Exhibit B** of this agreement.

B. Not more frequently than once every two (2) years, Railroad may reasonably modify the required insurance coverage to reflect then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.

C. Upon request of Railroad, Contractor shall provide to Railroad a certificate issued by its insurance carrier evidencing the insurance coverage required under **Exhibit B**.

D. Contractor understands and accepts that the terms of this Article are wholly separate from and independent of the terms of any indemnity provisions contained in this Agreement.

D. Upon request of Railroad, insurance correspondence, binders, policies, certificates and endorsements shall be sent to:

Union Pacific Railroad Company  
1400 Douglas Street, Stop 1690  
Omaha, NE 68179  
Attn: Manager  
Folder No. \_\_\_\_\_



**ARTICLE 8 - PRECONSTRUCTION MEETING.**

If the work to be performed by the Contractor will involve the Railroad providing any flagging protection (or if a CIC is approved to provide flagging protection pursuant to the terms set forth herein) and/or there is separate work to be performed by the Railroad, the Contractor confirms that no work shall commence until the Railroad and Contractor participate in a preconstruction meeting involving flagging procedures and coordination of work activities of the Contractor and the Railroad (and any CIC, as applicable.)

**ARTICLE 9. DISMISSAL OF CONTRACTOR'S EMPLOYEE.**

At the request of Railroad, Contractor shall remove from Railroad's property any employee of Contractor who fails to conform to the instructions of the Railroad Representative in connection with the work on Railroad's property, and any right of Contractor shall be suspended until such removal has occurred. Contractor shall indemnify Railroad against any claims arising from the removal of any such employee from Railroad's property.

**ARTICLE 10. ADMINISTRATIVE FEE.**

Upon the execution and delivery of this agreement, Contractor shall pay to Railroad One Thousand Twenty Five Dollars (\$1,025.00) as reimbursement for clerical, administrative and handling expenses in connection with the processing of this agreement.

**ARTICLE 11. CROSSINGS; COMPLIANCE WITH MUTCD AND FRA GUIDELINES.**

A. No additional vehicular crossings (including temporary haul roads) or pedestrian crossings over Railroad's trackage shall be installed or used by Contractor without the prior written permission of Railroad.

B. Any permanent or temporary changes, including temporary traffic control, to crossings must conform to the Manual of Uniform Traffic Control Devices (MUTCD) and any applicable Federal Railroad Administration rules, regulations and guidelines, and must be reviewed by the Railroad prior to any changes being implemented. In the event the Railroad is found to be out of compliance with federal safety regulations due to the Contractor's modifications, negligence, or any other reason arising from the Contractor's presence on the Railroad's property, the Contractor agrees to assume liability for any civil penalties imposed upon the Railroad for such noncompliance.

**ARTICLE 12.- EXPLOSIVES.**

Explosives or other highly flammable substances shall not be stored or used on Railroad's property without the prior written approval of Railroad.



**IN WITNESS WHEREOF**, the parties hereto have duly executed this agreement in duplicate as of the date first herein written.

**UNION PACIFIC RAILROAD COMPANY**

By: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
(Name of Contractor)

By: \_\_\_\_\_  
Title: \_\_\_\_\_



## **EXHIBIT A**

Exhibit A will be a print showing the general location of the work site.







**EXHIBIT B**  
**TO**  
**CONTRACTOR'S RIGHT OF ENTRY AGREEMENT**

**Section 1. NOTICE OF COMMENCEMENT OF WORK - RAILROAD FLAGGING - PRIVATE FLAGGING.**

A. Contractor agrees to notify the Railroad Representative at least ten (10) working days in advance of Contractor commencing its work and at least thirty (30) working days in advance of proposed performance of any work by Contractor in which any person or equipment will be within twenty-five (25) feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within twenty-five (25) feet of any track.

B. No work of any kind shall be performed, and no person, equipment, machinery, tool(s), material(s), vehicle(s), or thing(s) shall be located, operated, placed, or stored within twenty-five (25) feet of any of Railroad's track(s) at any time, for any reason, unless and until a Railroad approved flagman is provided to watch for trains. Upon receipt of such thirty (30)-day notice, the Railroad Representative will determine and inform Contractor whether a flagman need be present and whether Contractor needs to implement any special protective or safety measures.

C. Contractor shall be permitted to hire a private contractor to perform flagging or other special protective or safety measures (such private contractor being commonly known in the railroad industry as a contractor-in-charge ("CIC")) in lieu of Railroad providing such services or in concert with Railroad providing such services, subject to prior written approval by Railroad, which approval shall be in Railroad's sole and absolute discretion. If Railroad agrees to permit Contractor to utilize a CIC pursuant to the preceding sentence, Contractor shall obtain Railroad's prior approval in writing for each of the following items, as determined in all respects in Railroad's sole and absolute discretion: (i) the identity of the third-party performing the role of CIC; (ii) the scope of the services to be performed for the project by the approved CIC; and (iii) any other terms and conditions governing such services to be provided by the CIC. If flagging or other special protective or safety measures are performed by an approved CIC, Contractor shall be solely responsible for (and shall timely pay such CIC for) its services. Railroad reserves the right to rescind any approval pursuant to this Section 1, Subsection C., in whole or in part, at any time, as determined in Railroad's sole and absolute discretion.

D. If any flagging or other special protective or safety measures are performed by employees of Railroad and/or any contractor of Railroad, Railroad will bill Contractor for such expenses incurred by Railroad, unless Railroad and a federal, state or local governmental entity have agreed that Railroad is to bill such expenses to the federal, state or local governmental entity. If Railroad will be sending the bills to Contractor, Contractor shall pay such bills within thirty (30) days of Contractor's receipt of billing.

E. If any flagging or other special protective or safety measures are performed by Railroad or a CIC, Contractor agrees that Contractor is not relieved of any of its responsibilities or liabilities set forth in this agreement.

F. The provisions set forth in this subsection are only applicable for Flagging Services performed by employees of Railroad: the rate of pay per hour for each flagman will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with labor agreements and schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Railroad and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Contractor (or the governmental entity, as applicable) shall pay on the basis of the new rates and charges. If flagging is performed by Railroad, reimbursement to Railroad will be required covering the full eight-hour day during which any flagman is furnished, unless the flagman can be assigned to other Railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagman is engaged in other Railroad work.



Reimbursement will also be required for any day not actually worked by the flagman following the flagman's assignment to work on the project for which Railroad is required to pay the flagman and which could not reasonably be avoided by Railroad by assignment of such flagman to other work, even though Contractor may not be working during such time. When it becomes necessary for Railroad to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Contractor must provide Railroad a minimum of five (5) days notice prior to the cessation of the need for a flagman. If five (5) days notice of cessation is not given, Contractor will still be required to pay flagging charges for the five (5) day notice period required by union agreement to be given to the employee, even though flagging is not required for that period. An additional thirty (30) days notice must then be given to Railroad if flagging services are needed again after such five day cessation notice has been given to Railroad.

## **Section 2. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED**

A. The foregoing grant of right is subject and subordinate to the prior and continuing right and obligation of the Railroad to use and maintain its entire property including the right and power of Railroad to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, roadways, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by Railroad without liability to Contractor or to any other party for compensation or damages.

B. The foregoing grant is also subject to all outstanding superior rights (whether recorded or unrecorded and including those in favor of licensees and lessees of Railroad's property, and others) and the right of Railroad to renew and extend the same, and is made without covenant of title or for quiet enjoyment.

## **Section 3. NO INTERFERENCE WITH OPERATIONS OF RAILROAD AND ITS TENANTS.**

A. Contractor shall conduct its operations so as not to interfere with the continuous and uninterrupted use and operation of the railroad tracks and property of Railroad, including without limitation, the operations of Railroad's lessees, licensees or others, unless specifically authorized in advance by the Railroad Representative. Nothing shall be done or permitted to be done by Contractor at any time that would in any manner impair the safety of such operations. When not in use, Contractor's machinery and materials shall be kept at least fifty (50) feet from the centerline of Railroad's nearest track, and there shall be no vehicular crossings of Railroads tracks except at existing open public crossings.

B. Operations of Railroad and work performed by Railroad personnel and delays in the work to be performed by Contractor caused by such railroad operations and work are expected by Contractor, and Contractor agrees that Railroad shall have no liability to Contractor, or any other person or entity for any such delays. The Contractor shall coordinate its activities with those of Railroad and third parties so as to avoid interference with railroad operations. The safe operation of Railroad train movements and other activities by Railroad takes precedence over any work to be performed by Contractor.

## **Section 4. LIENS.**

Contractor shall pay in full all persons who perform labor or provide materials for the work to be performed by Contractor. Contractor shall not create, permit or suffer any mechanic's or materialmen's liens of any kind or nature to be created or enforced against any property of Railroad for any such work performed. Contractor shall indemnify and hold harmless Railroad from and against any and all liens, claims, demands, costs or expenses of whatsoever nature in any way connected with or growing out of such work done, labor performed, or materials furnished. If Contractor fails to promptly cause any lien to be released of record, Railroad may, at its election, discharge the lien or claim of lien at Contractor's expense.

## **Section 5. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.**

A. Fiber optic cable systems may be buried on Railroad's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Contractor shall telephone Railroad during normal business hours (7:00 a.m. to 9:00 p.m. Central Time, Monday through Friday, except holidays) at 1-800-336-9193 (also a 24-hour, 7-day number for emergency calls) to determine if fiber optic cable is buried anywhere on Railroad's property to be used by Contractor. If it is,



Contractor will telephone the telecommunications company(ies) involved, make arrangements for a cable locator and, if applicable, for relocation or other protection of the fiber optic cable. Contractor shall not commence any work until all such protection or relocation (if applicable) has been accomplished.

**B. IN ADDITION TO OTHER INDEMNITY PROVISIONS IN THIS AGREEMENT, CONTRACTOR SHALL INDEMNIFY, DEFEND AND HOLD RAILROAD HARMLESS FROM AND AGAINST ALL COSTS, LIABILITY AND EXPENSE WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS AND EXPENSES) ARISING OUT OF ANY ACT OR OMISSION OF CONTRACTOR, ITS AGENTS AND/OR EMPLOYEES, THAT CAUSES OR CONTRIBUTES TO (1) ANY DAMAGE TO OR DESTRUCTION OF ANY TELECOMMUNICATIONS SYSTEM ON RAILROAD'S PROPERTY, AND/OR (2) ANY INJURY TO OR DEATH OF ANY PERSON EMPLOYED BY OR ON BEHALF OF ANY TELECOMMUNICATIONS COMPANY, AND/OR ITS CONTRACTOR, AGENTS AND/OR EMPLOYEES, ON RAILROAD'S PROPERTY. CONTRACTOR SHALL NOT HAVE OR SEEK RECOURSE AGAINST RAILROAD FOR ANY CLAIM OR CAUSE OF ACTION FOR ALLEGED LOSS OF PROFITS OR REVENUE OR LOSS OF SERVICE OR OTHER CONSEQUENTIAL DAMAGE TO A TELECOMMUNICATION COMPANY USING RAILROAD'S PROPERTY OR A CUSTOMER OR USER OF SERVICES OF THE FIBER OPTIC CABLE ON RAILROAD'S PROPERTY.**

**Section 6. PERMITS - COMPLIANCE WITH LAWS.**

In the prosecution of the work covered by this agreement, Contractor shall secure any and all necessary permits and shall comply with all applicable federal, state and local laws, regulations and enactments affecting the work including, without limitation, all applicable Federal Railroad Administration regulations.

**Section 7. SAFETY.**

A. Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of any work on Railroad property performed by Contractor. Contractor shall be responsible for initiating, maintaining and supervising all safety, operations and programs in connection with the work. Contractor shall, at a minimum, comply with Railroad's then current safety standards located at the below web address ("Railroad's Safety Standards") to ensure uniformity with the safety standards followed by Railroad's own forces. As a part of Contractor's safety responsibilities, Contractor shall notify Railroad if Contractor determines that any of Railroad's Safety Standards are contrary to good safety practices. Contractor shall furnish copies of Railroad's Safety Standards to each of its employees before they enter Railroad property.

[http://www.up.com/cs/groups/public/@uprr/@suppliers/documents/up\\_pdf\\_nativedocs/pdf\\_up\\_supplier\\_safety\\_req.pdf](http://www.up.com/cs/groups/public/@uprr/@suppliers/documents/up_pdf_nativedocs/pdf_up_supplier_safety_req.pdf)

B. Without limitation of the provisions of paragraph A above, Contractor shall keep the job site free from safety and health hazards and ensure that its employees are competent and adequately trained in all safety and health aspects of the job.

C. Contractor shall have proper first aid supplies available on the job site so that prompt first aid services may be provided to any person injured on the job site. Contractor shall promptly notify Railroad of any U.S. Occupational Safety and Health Administration reportable injuries. Contractor shall have a nondelegable duty to control its employees while they are on the job site or any other property of Railroad, and to be certain they do not use, be under the influence of, or have in their possession any alcoholic beverage, drug or other substance that may inhibit the safe performance of any work.

D. If and when requested by Railroad, Contractor shall deliver to Railroad a copy of Contractor's safety plan for conducting the work (the "Safety Plan"). Railroad shall have the right, but not the obligation, to require Contractor to correct any deficiencies in the Safety Plan. The terms of this agreement shall control if there are any inconsistencies between this agreement and the Safety Plan.

**Section 8. INDEMNITY.**

**A. TO THE EXTENT NOT PROHIBITED BY APPLICABLE STATUTE, CONTRACTOR SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS RAILROAD, ITS AFFILIATES, AND ITS AND THEIR OFFICERS,**



AGENTS AND EMPLOYEES (INDIVIDUALLY AN "INDEMNIFIED PARTY" OR COLLECTIVELY "INDEMNIFIED PARTIES") FROM AND AGAINST ANY AND ALL LOSS, DAMAGE, INJURY, LIABILITY, CLAIM, DEMAND, COST OR EXPENSE (INCLUDING, WITHOUT LIMITATION, ATTORNEY'S, CONSULTANT'S AND EXPERT'S FEES, AND COURT COSTS), FINE OR PENALTY (COLLECTIVELY, "LOSS") INCURRED BY ANY PERSON (INCLUDING, WITHOUT LIMITATION, ANY INDEMNIFIED PARTY, CONTRACTOR, OR ANY EMPLOYEE OF CONTRACTOR OR OF ANY INDEMNIFIED PARTY) ARISING OUT OF OR IN ANY MANNER CONNECTED WITH (I) ANY WORK PERFORMED BY CONTRACTOR, OR (II) ANY ACT OR OMISSION OF CONTRACTOR, ITS OFFICERS, AGENTS OR EMPLOYEES, OR (III) ANY BREACH OF THIS AGREEMENT BY CONTRACTOR.

B. THE RIGHT TO INDEMNITY UNDER THIS SECTION 8 SHALL ACCRUE UPON OCCURRENCE OF THE EVENT GIVING RISE TO THE LOSS, AND SHALL APPLY REGARDLESS OF ANY NEGLIGENCE OR STRICT LIABILITY OF ANY INDEMNIFIED PARTY, EXCEPT WHERE THE LOSS IS CAUSED BY THE SOLE ACTIVE NEGLIGENCE OF AN INDEMNIFIED PARTY AS ESTABLISHED BY THE FINAL JUDGMENT OF A COURT OF COMPETENT JURISDICTION. THE SOLE ACTIVE NEGLIGENCE OF ANY INDEMNIFIED PARTY SHALL NOT BAR THE RECOVERY OF ANY OTHER INDEMNIFIED PARTY.

C. CONTRACTOR EXPRESSLY AND SPECIFICALLY ASSUMES POTENTIAL LIABILITY UNDER THIS SECTION 8 FOR CLAIMS OR ACTIONS BROUGHT BY CONTRACTOR'S OWN EMPLOYEES. CONTRACTOR WAIVES ANY IMMUNITY IT MAY HAVE UNDER WORKER'S COMPENSATION OR INDUSTRIAL INSURANCE ACTS TO INDEMNIFY THE INDEMNIFIED PARTIES UNDER THIS SECTION 8. CONTRACTOR ACKNOWLEDGES THAT THIS WAIVER WAS MUTUALLY NEGOTIATED BY THE PARTIES HERETO.

D. NO COURT OR JURY FINDINGS IN ANY EMPLOYEE'S SUIT PURSUANT TO ANY WORKER'S COMPENSATION ACT OR THE FEDERAL EMPLOYERS' LIABILITY ACT AGAINST A PARTY TO THIS AGREEMENT MAY BE RELIED UPON OR USED BY CONTRACTOR IN ANY ATTEMPT TO ASSERT LIABILITY AGAINST ANY INDEMNIFIED PARTY.

E. THE PROVISIONS OF THIS SECTION 8 SHALL SURVIVE THE COMPLETION OF ANY WORK PERFORMED BY CONTRACTOR OR THE TERMINATION OR EXPIRATION OF THIS AGREEMENT. IN NO EVENT SHALL THIS SECTION 8 OR ANY OTHER PROVISION OF THIS AGREEMENT BE DEEMED TO LIMIT ANY LIABILITY CONTRACTOR MAY HAVE TO ANY INDEMNIFIED PARTY BY STATUTE OR UNDER COMMON LAW.

#### **Section 9. RESTORATION OF PROPERTY.**

In the event Railroad authorizes Contractor to take down any fence of Railroad or in any manner move or disturb any of the other property of Railroad in connection with the work to be performed by Contractor, then in that event Contractor shall, as soon as possible and at Contractor's sole expense, restore such fence and other property to the same condition as the same were in before such fence was taken down or such other property was moved or disturbed. Contractor shall remove all of Contractor's tools, equipment, rubbish and other materials from Railroad's property promptly upon completion of the work, restoring Railroad's property to the same state and condition as when Contractor entered thereon.

#### **Section 10. WAIVER OF DEFAULT.**

Waiver by Railroad of any breach or default of any condition, covenant or agreement herein contained to be kept, observed and performed by Contractor shall in no way impair the right of Railroad to avail itself of any remedy for any subsequent breach or default.

#### **Section 11. MODIFICATION - ENTIRE AGREEMENT.**

No modification of this agreement shall be effective unless made in writing and signed by Contractor and Railroad. This agreement and the exhibits attached hereto and made a part hereof constitute the entire understanding between Contractor and Railroad and cancel and supersede any prior negotiations, understandings or agreements, whether written or oral, with respect to the work to be performed by Contractor.



**Section 12. ASSIGNMENT - SUBCONTRACTING.**

Contractor shall not assign or subcontract this agreement, or any interest therein, without the written consent of the Railroad. Contractor shall be responsible for the acts and omissions of all subcontractors. Before Contractor commences any work, the Contractor shall, except to the extent prohibited by law; (1) require each of its subcontractors to include the Contractor as "Additional Insured" on the subcontractor's Commercial General Liability policy and Umbrella or Excess policies (if applicable) with respect to all liabilities arising out of the subcontractor's performance of work on behalf of the Contractor by endorsing these policies with ISO Additional Insured Endorsements CG 20 10, and CG 20 37 (or substitute forms providing equivalent coverage; (2) require each of its subcontractors to endorse their Commercial General Liability Policy with "Contractual Liability Railroads" ISO Form CG 24 17 10 01 (or a substitute form providing equivalent coverage) for the job site; and (3) require each of its subcontractors to endorse their Business Automobile Policy with "Coverage For Certain Operations In Connection With Railroads" ISO Form CA 20 70 10 01 (or a substitute form providing equivalent coverage) for the job site.



**EXHIBIT C**  
**TO**  
**CONTRACTOR'S**  
**RIGHT OF ENTRY AGREEMENT**

**Union Pacific Railroad Company**  
**Insurance Requirements For**  
**Contractor's Right of Entry Agreement**

During the entire term of this Agreement and course of the Project, and until all Project work on Railroad's property has been completed and all equipment and materials have been removed from Railroad's property and Railroad's property has been clean and restored to Railroad's satisfaction, Contractor shall, at its sole cost and expense, procure and maintain the following insurance coverage:

- A. Commercial General Liability insurance.** Commercial general liability (CGL) with a limit of not less than \$5,000,000 each occurrence and an aggregate limit of not less than \$10,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, which must be stated on the certificate of insurance:

- Contractual Liability Railroads ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.
- Designated Construction Project(s) General Aggregate Limit ISO Form CG 25 03 03 97 (or a substitute form providing equivalent coverage) showing the project on the form schedule.

- B. Business Automobile Coverage insurance.** Business auto coverage written on ISO form CA 00 01 10 01 (or a substitute form providing equivalent liability coverage) with a combined single limit of not less \$5,000,000 for each accident and coverage must include liability arising out of any auto (including owned, hired and non-owned autos).

The policy must contain the following endorsements, which must be stated on the certificate of insurance:

- Coverage For Certain Operations In Connection With Railroads ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Property" as the Designated Job Site.
- Motor Carrier Act Endorsement - Hazardous materials clean up (MCS-90) if required by law.

- C. Workers' Compensation and Employers' Liability insurance.** Coverage must include but not be limited to:
- Contractor's statutory liability under the workers' compensation laws of the state where the work is being performed.
  - Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 disease policy limit \$500,000 each employee.

If Contractor is self-insured, evidence of state approval and excess workers compensation coverage must be provided. Coverage must include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

- D. Railroad Protective Liability insurance.** Contractor must maintain "Railroad Protective Liability" (RPL) insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Railroad as named insured, with a limit of not less than \$2,000,000 per occurrence and an aggregate of \$6,000,000. The definition of "JOB LOCATION" and "WORK" on the declaration page of the policy shall refer to this agreement and shall describe all WORK or OPERATIONS performed under this agreement. Contractor shall provide this agreement to Contractor's insurance agent(s) and/or broker(s) and Contractor shall instruct such agent(s) and/or broker(s) to procure the insurance coverage required by this agreement. A BINDER STATING THE POLICY IS IN PLACE MUST BE SUBMITTED TO RAILROAD BEFORE THE WORK MAY COMMENCE AND UNTIL THE ORIGINAL POLICY IS FORWARDED TO UNION PACIFIC RAILROAD.



- E. Umbrella or Excess insurance.** If Contractor utilizes umbrella or excess policies, these policies must "follow form" and afford no less coverage than the primary policy.
- F. Pollution Liability insurance.** Pollution liability coverage must be included when the scope of the work as defined in the agreement includes installation, temporary storage, or disposal of any "hazardous" material that is injurious in or upon land, the atmosphere, or any watercourses; or may cause bodily injury at any time.

If required, coverage may be provided in separate policy form or by endorsement to Contractors CGL or RPL. Any form coverage must be equivalent to that provided in ISO form CG 24 15 "Limited Pollution Liability Extension Endorsement" or CG 28 31 "Pollution Exclusion Amendment" with limits of at least \$5,000,000 per occurrence and an aggregate limit of \$10,000,000.

If the scope of work as defined in this agreement includes the disposal of any hazardous or non-hazardous materials from the job site, Contractor must furnish to Railroad evidence of pollution legal liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting the materials, with coverage in minimum amounts of \$1,000,000 per loss, and an annual aggregate of \$2,000,000.

#### **Other Requirements**

- G.** All policy(ies) required above (except business automobile, worker's compensation and employers liability) must include Railroad as "Additional Insured" using ISO Additional Insured Endorsements CG 20 10, and CG 20 37 (or substitute forms providing equivalent coverage). The coverage provided to Railroad as additional insured shall not be limited by Contractor's liability under the indemnity provisions of this agreement. BOTH CONTRACTOR AND RAILROAD EXPECT THAT UNION PACIFIC RAILROAD COMPANY WILL BE PROVIDED WITH THE BROADEST POSSIBLE COVERAGE AVAILABLE BY OPERATION OF LAW UNDER ISO ADDITIONAL INSURED FORMS CG 20 10 AND CG 20 37.
- H.** Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless (a) insurance coverage may not lawfully be obtained for any punitive damages that may arise under this agreement, or (b) all punitive damages are prohibited by all states in which this agreement will be performed.
- I.** Contractor waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against Railroad and its agents, officers, directors and employees for damages covered by the workers compensation and employers liability or commercial umbrella or excess liability obtained by Contractor required in this agreement where prohibited by law. This waiver must be stated on the certificate of insurance.
- J.** Prior to commencing the work, Contractor shall furnish Railroad with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements in this agreement.
- K.** All insurance policies must be written by a reputable insurance company acceptable to Railroad or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state where the work is being performed.
- L.** The fact that insurance is obtained by Contractor or by Railroad on behalf of Contractor will not be deemed to release or diminish the liability of Contractor, including, without limitation, liability under the indemnity provisions of this agreement. Damages recoverable by Railroad from Contractor or any third party will not be limited by the amount of the required insurance coverage.



## Union Pacific Railroad Crossings





# Council Agenda Summary

October 6, 2020

## Agenda Item Number 15

Key Staff Contact: Andy McRoberts, Culture, Parks and Recreation Director, 970-350-9425

### Title:

Consideration of a resolution to support an application for grant funding from the State of Colorado Department of Natural Resources State Trails program for re-construction of the Poudre River Trail east of 71<sup>st</sup> Avenue

### Summary:

Several sections of the Poudre River Trail have been compromised due to previous high water flows and flooding from the Poudre River, starting in 2013. Three specific sites have been reconstructed in the past couple of years and the Natural Areas & Trails Division has identified that the next priority to repair along the Poudre River Trail is just east of 71<sup>st</sup> Avenue. Although there is some funding available for Trail Capital Maintenance, it isn't currently sufficient for what needs to be done.

Staff have identified a State Trails Grant that is an option that we would like to apply for. The grant program requires a supporting Resolution from the local governing body.

### Fiscal Impact:

Does this item create a fiscal impact on the City of Greeley?	Yes
If yes, what is the initial, or, onetime impact?	\$227,494 has been budgeted for this project
What is the annual impact?	Minimal - pre-existing maintenance of the trail - already in General Fund budget
What fund of the City will provide Funding?	Food Tax Program
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 - minimum 30% match of the total project cost or \$125,848
Is this grant onetime or ongoing?	One time
Additional Comments:	

### Legal Issues:

None.

### 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.

**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



**THE CITY OF GREELEY, COLORADO**  
**RESOLUTION\_\_\_\_\_, 2020**

A RESOLUTION TO SUPPORT AN APPLICATION FOR GRANT FUNDING FROM THE STATE OF COLORADO DEPARTMENT OF NATURAL RESOURCES STATE TRAILS PROGRAM FOR RE-CONSTRUCTION OF THE POUDBRE RIVER TRAIL EAST OF 71<sup>ST</sup> AVENUE.

WHEREAS, the City of Greeley has budgeted funds for repairs and reconstruction of flood impacted sections of the Poudre River Trail and has \$227,494 available to address a section of the trail east of 71<sup>st</sup> Avenue; and

WHEREAS, the project to repair this section is estimated to cost \$419,494 which is not adequate to complete the project without additional funds; and

WHEREAS, a supplemental funding opportunity is available through a grant program with the Colorado State Trails Program; and

WHEREAS, a grant in the amount of \$200,000 requires a minimum 30% match of the total project cost in the amount of \$125,848; and

WHEREAS, grant funding will be used to reconstruct this portion of the Poudre River Trail and stabilize the riverbank to assure that trail users may continue to enjoy this valued community asset; and

WHEREAS, the property where the project will occur will be under the control of the City of Greeley for at least 25 years; and

WHEREAS, it is in the best interest of the residents of Greeley to receive this grant funding and to complete the project.

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

1. The Greeley City Council hereby supports and authorizes a submission of a grant application to the Colorado Department of Natural Resources.
2. The City Council authorizes the Greeley Culture, Parks and Recreation Department to execute any document or submit any electronic response that is necessary to obtain the grant funding.
3. This Resolution shall become effective immediately upon its passage.

PASSED AND ADOPTED, SIGNED AND APPROVED THIS \_\_\_\_\_ day of October, 2020.



ATTEST:

THE CITY OF GREELEY, COLORADO

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City Clerk

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Mayor



# Council Agenda Summary

October 6, 2020

## Agenda Item Number 16

Key Staff Contact: Roy Otto, City Manager

Paul Fetherston, Deputy City Manager for Enterprise Resources

### Title:

Consideration of a resolution appointing John Karner to the Position of Finance Director and Ex-officio City Treasurer

### Summary:

Pursuant to Section 5- of the City's Municipal Charter, the City Council must consent to the appointment of the Finance Director and Ex-officio City Treasurer. In compliance with this Charter provision, the City Manager is seeking consent to the appointment of John Karner to the position of Finance Director and Ex-officio City Treasurer following a national recruitment to fill the vacancy created by the resignation of the previous Finance Director in May 2020.

### Fiscal Impact:

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

### 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



**THE CITY OF GREELEY, COLORADO**

**RESOLUTION \_\_\_\_\_, 2020**

A RESOLUTION APPOINTING JOHN KARNER TO THE POSITION OF DIRECTOR OF FINANCE AND EX-OFFICIO CITY TREASURER.

WHEREAS, the Greeley Municipal Charter establishes the Department of Finance in Section 5- 1; and

WHEREAS, Section 5- 1 of the Charter further states that the head of the Department of Finance shall be the Director of Finance and Ex-officio City Treasurer; and

WHEREAS, Section 5- 1 of the Charter further provides that the Director shall be appointed by the City Manager with the advice and consent of the City Council; and

WHEREAS, J. Robert Miller has served as Interim Director of Finance and the Ex-officio Treasurer since May and will continue to act as the Interim through October 25, 2020; and

WHEREAS, John Karner was selected following a national recruitment resulting in over 100 applications for the position; and

WHEREAS, Mr. Karner has over 14 years of experience including private sector service as a management consultant and program manager, and public sector service as a Director of Strategic Initiatives at Denver International Airport; cash, risk and capital funding in the City and County of Denver; Senior Advisor to the United States Office of Executive Councils – Chief Financial Officers Council; and a Fellow for the City of Chicago; and

WHEREAS, Mr. Karner has a Masters of Public Policy from the University of Chicago and a Bachelor of Arts in Economics and Political Science from Lake Forest College; and

WHEREAS, pursuant to Section 5- 1 of the Charter the City Council must consent to the appointment of the Director of Finance and Ex-officio Treasurer; and

WHEREAS, the City Council hereby finds that Mr. Karner has training and knowledge in municipal accounting, budgeting, taxation and financial control as required by Section 5- 1 of the Charter; and

WHEREAS, the City Council finds that the City Manager's appointment of Mr. Karner to act as the Director of Finance and Ex-officio Treasurer is appropriate.

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

1. The City Council consents to the appointment of John Karner as the Director of



Finance and Ex-officio Treasurer.

2. The Director of Finance and Ex-officio Treasurer shall have the authority to exercise all duties, responsibilities and appointments as may be assigned to her by the Greeley Municipal Charter, the Greeley Municipal Code and the City Manager and Assistant City Manager.
3. This appointment shall continue until such time as a new Resolution is passed, as required by Section 5- 1 of the Greeley Municipal Charter.
4. This Resolution shall be effective no later than October 26, 2020.

PASSED AND ADOPTED, SIGNED AND APPROVED THIS \_\_\_\_\_ day of \_\_\_\_\_, 2020.

ATTEST:

THE CITY OF GREELEY, COLORADO

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor



# Council Agenda Summary

October 6, 2020

## Agenda Item Number 17

Key Staff Contact: Mark Jones, Police Chief, 970-350-9665

### Title:

Consideration of a resolution authorizing the City of Greeley to enter into a Grant Agreement between the City of Greeley and the State of Colorado, Division of Local Affairs, regarding receipt of grant funding provided by the Gray and Black Market Marijuana Enforcement Program

### Summary:

The Colorado Department of Local Affairs (DOLA) has a grant opportunity to provide financial assistance annually to local law enforcement agencies and district attorneys through the local governments for the investigation and prosecution costs associated with unlicensed marijuana cultivation or distribution operations.

### Fiscal Impact:

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

### Legal Issues:

None.

### 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.

### 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



**THE CITY OF GREELEY, COLORADO**

**RESOLUTION \_\_\_\_\_, 2020**

A RESOLUTION AUTHORIZING THE CITY OF GREELEY TO ENTER INTO A GRANT AGREEMENT BETWEEN THE CITY OF GREELEY AND THE STATE OF COLORADO, DIVISION OF LOCAL AFFAIRS, REGARDING RECEIPT OF GRANT FUNDING PROVIDED BY THE GRAY AND BLACK MARKET MARIJUANA ENFORCEMENT GRANT PROGRAM.

WHEREAS, the City of Greeley's Police Department ("City") and the State of Colorado, Department of Local Affairs, desire to enter into a Grantor Agreement regarding funds from the Gray and Black Marijuana Enforcement Grant Program; and

WHEREAS, the grant funds shall be used for the cost of personnel, travel and telecommunications associated with marijuana cultivation and distributions operations; and

WHEREAS, it is in the best interest of the citizens of the City of Greeley to apply for this grant funding.

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

1. The City Council hereby approved submission of a grant opportunity provided by the Colorado Department of Local Affairs.

2. 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



# Council Agenda Summary

October 6, 2020

## Agenda Item Number 18

Key Staff Contact: Maria E. Gonzalez Estevez, Human Resources Director, 970-888-1857

### Title:

Introduction and first reading of an ordinance adopting the General and Seasonal/Hourly Employee Pay Plans for 2021

### Summary:

This ordinance, which authorizes the pay plans for general and seasonal/hourly employees for the Fiscal Year 2021 (FY 2021 - January 1, 2021 through December 31, 2021), does not include any adjustments to the pay ranges for the 2021 pay plan. This is reflective of the proposed FY 2021 budget that includes a wage freeze for the year other than those based on contractual commitments.

For FY 2021, the minimum pay level for seasonal and hourly positions has been increased to the new statutory minimum wage in Colorado of \$12.32 (increase of 2.6% from \$12.00 per hour in 2020).

As a component of the pay plans moving forward, it is important to note that the Human Resources Department is finalizing a Request For Proposal process to secure a third party vendor to conduct a deep analysis, market competitiveness benchmarking and subsequent recommendations regarding the City of Greeley's compensation plan. It is anticipated to be completed in time to potentially influence the fiscal year 2022 compensation plan.

### Fiscal Impact:

Does this item create a fiscal impact on the City of Greeley?	Yes
If yes, what is the initial, or, onetime impact?	\$24,731.20 per year
What is the annual impact?	
What fund of the City will provide Funding?	As allocated in budget ordinance
What is the source of revenue within the fund?	
Is there grant funding for this item?	No
If yes, does this grant require a match?	
Is this grant onetime or ongoing?	
Additional Comments:	



**Decision Options:**

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

**Council's Recommended Action:**

A motion to introduce the ordinance and schedule the public hearing and final reading for October 20, 2020.

**Attachments:**

Ordinance  
Pay Plan



**CITY OF GREELEY, COLORADO**

**ORDINANCE NO. \_\_\_\_\_ 2020**

**AN ORDINANCE ADOPTING THE GENERAL AND SEASONAL/HOURLY EMPLOYEE PAY PLANS FOR 2021.**

WHEREAS, Section 3-15 of the Greeley City Charter requires the fixing of compensation to be by ordinance.

WHEREAS, City Council's previously adopted compensation philosophy was to:

- Balance labor needs with the City's ability to pay.
- Be responsive to City priorities and individual department needs, while maintaining fairness and consistency.
- Place pay range control points at the average of the survey market.
- Give core public safety positions high priority.
- Make exceptions as necessary such as:
  - When recruiting or retaining the desired level of talent in certain jobs is a sustained problem;
  - To address anomalies in alignment and other inconsistencies.

WHEREAS, the City of Greeley is interested in positioning the organization as an employer of choice in a very competitive employment market for retaining and recruiting the best and brightest employees. It has become apparent that salaries paid should be at the midpoint of the pay ranges to reflect the average market value of salaries, and

WHEREAS, the retention and recruitment of key leadership and professional positions is critical to ensuring that our organization can assist City Council with strategic visioning aspired to in the Imagine Greeley Comprehensive Master Plan and develop implementation plans to deliver services with operational excellence on behalf of the citizens of Greeley, Colorado in a growing and dynamic environment, and

WHEREAS, City Council wishes to amend the compensation philosophy to reflect changing economic and labor conditions as follows:

- Provide market competitive compensation to employees.
- Balance labor needs with the City's ability to pay (maintain fiscal responsibility).
- Be responsive to City priorities and individual department needs, while maintaining internal fairness and consistency.
- Place positions in pay ranges where midpoint of the range represents experienced market value for position.
- Give core public safety positions high priority.
- Give core leadership and key positions high priority.

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

Section 1. The increase of the minimum wage is hereby adopted.

Section 2. The ordinance shall become effective January 1, 2021.

PASSED AND ADOPTED, SIGNED AND APPROVED THIS \_\_\_\_\_ day of \_\_\_\_\_, 2020.

ATTEST:

THE CITY OF GREELEY, COLORADO



BY: \_\_\_\_\_  
City Clerk

BY: \_\_\_\_\_  
Mayor





# 2021 City of Greeley Pay Plan



## ADMINISTRATIVE

Range	Position Title	FLSA Status	Minimum First QTR	2nd QTR	Midpoint 3rd QTR	4th QTR	Maximum
AS10			\$30,105.85	\$32,363.79	\$34,621.72	\$36,879.66	\$39,137.60
			\$14.47	\$15.56	\$16.65	\$17.73	\$18.82
	1475 CLERICAL ASSISTANT	Non-Exempt					
	1458 CUSTOMER SVC REP	Non-Exempt					
AS20			\$33,724.08	\$36,253.38	\$38,782.69	\$41,311.99	\$43,841.30
			\$16.21	\$17.43	\$18.65	\$19.86	\$21.08
	1450 ACCOUNTING CLERK I	Non-Exempt					
	1444 ADMIN SPECIALIST I	Non-Exempt					
	1471 DATA PROCESSING CLERK	Non-Exempt					
	1453 FINANCE SERVICE SPC I	Non-Exempt					
	1320 LEGAL ASSISTANT	Non-Exempt					
	1375 RECREATION TECHNICIAN	Non-Exempt					
AS30			\$36,275.12	\$39,449.19	\$42,623.26	\$45,797.33	\$48,971.41
			\$17.44	\$18.97	\$20.49	\$22.02	\$23.54
	1452 ACCOUNTING CLERK II	Non-Exempt					
	1445 ADMIN SPECIALIST II	Non-Exempt					
	1415 ASST TICKET OFFICE COORD	Non-Exempt					
	1416 COLLECTIONS REGISTRAR	Non-Exempt					
	1218 CONTRACT SPECIALIST I	Non-Exempt					
	1424 COURT CLERK I	Non-Exempt					
	1453 FINANCE SERVICE SPC II	Non-Exempt					
	1418 ASSISTANT MUSEUM CURATOR	Non-Exempt					
	1451 SALES TAX TECHNICIAN I	Non-Exempt					
	1431 STORMWATER TECHNICIAN	Non-Exempt					
	1468 TRAINING SPECIALIST	Non-Exempt					
	1404 TRANSIT SPECIALIST	Non-Exempt					
	1460 TRANSPORTATION DISPATCHER	Non-Exempt					
	1646 WATER SERVICE TECHNICIAN	Non-Exempt					
AS40			\$39,979.34	\$43,477.54	\$46,975.73	\$50,473.92	\$53,972.12
			\$19.22	\$20.90	\$22.58	\$24.27	\$25.95
	1427 COURT CLERK II	Non-Exempt					
	1457 POLICE RECORDS SPECIALIST	Non-Exempt					
	1436 PROPERTY EVIDENCE TECH	Non-Exempt					
	1472 SALES TAX TECHNICIAN II	Non-Exempt					
	1425 SR ADMIN SPECIALIST	Non-Exempt					
	1365 TRAINING COORDINATOR	Non-Exempt					
	1437 WATER INVENTORY COORD	Non-Exempt					
AS50			\$45,529.19	\$50,082.11	\$54,635.02	\$59,187.94	\$63,740.86
			\$21.89	\$24.08	\$26.27	\$28.46	\$30.64
	1419 POLICE RECORDS SUPERVISOR	Non-Exempt					
	1357 OFFICE MANAGER	Non-Exempt					
	1359 PROPERTY EVID TECH SPVSR	Non-Exempt					



## LABOR/TRADES

Range	Position Title	FLSA Status	Minimum First QTR	2nd QTR	Midpoint 3rd QTR	4th QTR	Maximum
LT10			\$29,925.46	\$32,169.87	\$34,414.28	\$36,658.69	\$38,903.10
	1662 FACILITY SERVICE WORKER	Non-Exempt	\$14.39	\$15.47	\$16.55	\$17.62	\$18.70
LT20			\$35,070.72	\$37,701.02	\$40,331.32	\$42,961.63	\$45,591.93
	1655 FACILITY TECHNICIAN	Non-Exempt	\$16.86	\$18.13	\$19.39	\$20.65	\$21.92
	1650 FIELD SERVICES REP	Non-Exempt					
	1644 GRAFFITI REMOVAL TECH	Non-Exempt					
	1663 MAINTENANCE SERVICE ATTD	Non-Exempt					
	1645 METER READER	Non-Exempt					
	1653 SR STAGE MANAGER	Non-Exempt					
LT30			\$37,341.47	\$40,608.85	\$43,876.22	\$47,143.60	\$50,410.98
	1652 CREW LEADER - IG	Non-Exempt	\$17.95	\$19.52	\$21.09	\$22.67	\$24.24
	1550 FACILITIES MGMT TECH I	Non-Exempt					
	1656 FACILITY SERVICE CREW LDR	Non-Exempt					
	1651 FORESTRY TECHNICIAN I	Non-Exempt					
	1660 PARKING AMBASSADOR	Non-Exempt					
	1640 PARKS MAINTENANCE TECH I	Non-Exempt					
	1545 PLANT OPERATOR D	Non-Exempt					
	1628 WATER & SEWER MAINT TECH	Non-Exempt					
LT40			\$40,763.35	\$44,330.14	\$47,896.93	\$51,463.73	\$55,030.52
	1642 BUS OPERATOR I	Non-Exempt	\$19.60	\$21.31	\$23.03	\$24.74	\$26.46
	1620 EQUIPMENT OPERATOR I	Non-Exempt					
	1657 FACILITY EQUIPMENT TECH	Non-Exempt					
	1632 METER SERVICES TECHNICIAN	Non-Exempt					
	1627 RAW WTR OPERATIONS TECH	Non-Exempt					
	1624 SIGNS & MARKINGS TECH	Non-Exempt					
	1356 WATER CONSERVATION SPEC	Non-Exempt					
	WATER & SEWER CERTIFIED OPERATOR I	Non-Exempt					
LT50			\$44,500.65	\$48,950.71	\$53,400.78	\$57,850.84	\$62,300.91
	1648 BUS OPERATOR II	Non-Exempt	\$21.39	\$23.53	\$25.67	\$27.81	\$29.95
	1610 CEMETERY TECHNICIAN	Non-Exempt					
	1614 CREW LEADER II	Non-Exempt					
	1667 ELECTRONIC TECHNICIAN	Non-Exempt					
	1520 FACILITIES MGMT TECH II	Non-Exempt					
	1615 FACILITY SERVICE SUPV I	Non-Exempt					
	1336 FORESTRY TECHNICIAN II	Non-Exempt					
	1621 IRRIGATION TECHNICIAN	Non-Exempt					
	1636 LEAD METER SERVICES TECH	Non-Exempt					
	1619 LIFT STATION TECHNICIAN	Non-Exempt					
	1612 PARKS MAINTENANCE TECH II	Non-Exempt					
	1634 TRANSMISSION LINE TECH	Non-Exempt					
	1626 UTILITY LOCATOR	Non-Exempt					
	WATER & SEWER CERTIFIED OPERATOR II	Non-Exempt					
	1544 WATER SUPPLY TECHNICIAN	Non-Exempt					
LT60			\$49,240.92	\$54,165.01	\$59,089.11	\$64,013.20	\$68,937.29
	1531 EQUIPMENT MAINT MECHANIC	Non-Exempt	\$23.67	\$26.04	\$28.41	\$30.78	\$33.14
	1542 EQUIPMENT OPERATOR II	Non-Exempt					
	1087 EQUIPMENT MAINT COORDINATOR	Non-Exempt					
	1526 MECHANIC	Non-Exempt					
	1534 TRAFFIC SIGNAL TECHNICIAN	Non-Exempt					
	WATER & SEWER CERTIFIED OPERATOR III	Non-Exempt					



## LABOR/TRADES

Range	Position Title	FLSA Status	Minimum First QTR	2nd QTR	Midpoint 3rd QTR	4th QTR	Maximum
LT70			\$53,947.17	\$59,341.88	\$64,736.60	\$70,131.32	\$75,526.03
			\$25.94	\$28.53	\$31.12	\$33.72	\$36.31
	1605 FACILITY SERVICE SUPV II	Non-Exempt					
	1611 GOLF CREW SUPERVISOR	Non-Exempt					
	1547 MAINTENANCE MECHANIC	Non-Exempt					
	1609 PARKS CREW SUPERVISOR	Non-Exempt					
	1337 ROUTE SUPERVISOR	Non-Exempt					
	1607 SIGNS & MARKINGS SPVSR	Non-Exempt					
	1986 SR TRAFFIC SIGNAL TECH	Non-Exempt					
	WATER & SEWER CERTIFIED OPERATOR IV	Non-Exempt					
LT80			\$61,885.01	\$68,073.51	\$74,262.01	\$80,450.51	\$86,639.01
			\$29.75	\$32.73	\$35.70	\$38.68	\$41.65
1506/1514	CREW SUPERVISOR	Non-Exempt					
	1508 EQUIPMENT MAINT FOREMAN	Non-Exempt					
	1234 HIGH MTN RESV CREW SUPERVISOR	Non-Exempt					
	1522 RAW WTR OPS SUPERVISOR	Non-Exempt					
	1511 RESERVOIRS SUPV	Non-Exempt					
	1505 TRAFFIC SIGNAL SUPERVISOR	Non-Exempt					



## PARAPROFESSIONAL/TECHNICAL

Range	Position Title	FLSA Status	Minimum First QTR	2nd QTR	Midpoint 3rd QTR	4th QTR	Maximum
PA10			\$43,505.34	\$47,312.05	\$51,118.77	\$54,925.49	\$58,732.21
			\$20.92	\$22.75	\$24.58	\$26.41	\$28.24
	1311 ASSISTANT EVENTS COORD	Non-Exempt					
	1410 ASST CITY CLERK	Non-Exempt					
	1412 BLDG PERMIT TECH	Non-Exempt					
	1477 COURT SPECIALIST	Non-Exempt					
	1552 PLANT OPERATOR C	Non-Exempt					
	1421 RECREATION COORDINATOR I	Non-Exempt					
	1350 SURVEY TECHNICIAN	Non-Exempt					
	1351 TRAFFIC ENGINEERING TECH	Non-Exempt					
PA20			\$47,903.45	\$52,693.80	\$57,484.14	\$62,274.49	\$67,064.83
			\$23.03	\$25.33	\$27.64	\$29.94	\$32.24
	1622 ANIMAL CONTROL OFFICER	Non-Exempt					
	1206 ASSET TECHNICIAN	Non-Exempt					
	1367 PROBATION OFFICER	Non-Exempt					
	1242 ASST TECH SERVICES COORD	Non-Exempt					
	1250 CODE COMPLIANCE INSP	Non-Exempt					
	1312 EVENTS COORDINATOR	Non-Exempt					
	1086 FLEET SPECIALIST	Non-Exempt					
	1345 GRANT SPECIALIST	Non-Exempt					
	1467 GRAPHIC DESIGNER	Non-Exempt					
	1990 HEALTHY NEIGHBORHOOD COORD	Non-Exempt					
	1360 HUMAN RESOURCES TECH	Non-Exempt					
	1422 MARKETING TECHNICIAN	Non-Exempt					
	1446 MRKTING SPONSORSHIP COORD	Non-Exempt					
	1342 PLANNING TECHNICIAN	Non-Exempt					
	1553 PLANT OPERATOR B	Non-Exempt					
	1366 POLICE CADET	Non-Exempt					
	1341 PUBLIC SAFETY TECHNICIAN	Non-Exempt					
	1362 REAL ESTATE TECHNICIAN	Non-Exempt					
	1340 RECREATION COORDINATOR II	Non-Exempt					
	1352 TRAFFIC ENGINEER TECH II	Non-Exempt					
	1204 WTR INST TECH ENTRY	Non-Exempt					



## PARAPROFESSIONAL/TECHNICAL

Range	Position Title	FLSA	Minimum		Midpoint		Maximum	
		Status	First QTR	2nd QTR	3rd QTR	4th QTR		
PA30			\$53,017.80	\$58,319.58	\$63,621.36	\$68,923.14	\$74,224.92	
			\$25.49	\$28.04	\$30.59	\$33.14	\$35.69	
	1618 COMMUNITY PARAMEDIC	Non-Exempt						
	1302 CUSTOMER SERVICE SUPV	Non-Exempt						
	1322 DEPUTY CITY CLERK	Non-Exempt						
	1319 E - MEDIA SPECIALIST	Non-Exempt						
	1519 FACILITIES MGMT TECH III	Non-Exempt						
	1617 FRAUD INVESTIGATIONS SPC	Non-Exempt						
	1361 IRRIGATION COORDINATOR	Non-Exempt						
	1369 PARALEGAL	Non-Exempt						
	1167 PROJECT COORDINATOR	Non-Exempt						
	1325 SPECIAL EVENTS COORD	Exempt						
	1616 TRAIL MANAGER	Non-Exempt						
	1443 TV/VIDEO PRODUCTION SPEC	Non-Exempt						
	1428 UCCC PROGRAMS COORD	Exempt						
1440 W&S SERVICES COORDINATOR	Non-Exempt							
PA40			\$57,676.47	\$63,444.12	\$69,211.76	\$74,979.41	\$80,747.06	
			\$27.73	\$30.50	\$33.27	\$36.05	\$38.82	
	1306 ASSISTANT RECORDS MANAGER	Non-Exempt						
	1210 BUILDING INSPECTOR I	Non-Exempt						
	1220 CONSTRUCTION INSPECTOR	Non-Exempt						
	1339 ENGINEERING TECHNICIAN	Non-Exempt						
	1349 ENVIRONMENTAL TECHNICIAN	Non-Exempt						
	1515 MECHANICAL CONTROLS TECH	Non-Exempt						
	1510 PLANT OPERATOR A	Non-Exempt						
	1211 REHABILITATION SPECIALIST	Non-Exempt						
	1353 TRANSIT OPERATIONS SUPV	Non-Exempt						
	1987 UTILITY COORDINATOR	Non-Exempt						
	PA50			\$65,357.58	\$71,893.34	\$78,429.10	\$84,964.86	\$91,500.62
				\$31.42	\$34.56	\$37.71	\$40.85	\$43.99
		1173 BUILDING INSPECTOR II	Non-Exempt					
1076 CEMETERY MANAGER		Exempt						
1536 CIVIL PLAN REVIEWER		Non-Exempt						
1241 CODE COMPLIANCE SUPV		Exempt						
1182 FACILITIES PROJECT MGR		Non-Exempt						
1600 PARKS MANAGER		Exempt						
1174 PLANS EXAMINER		Non-Exempt						
1205 SR CONSTRUCTION INSPECTOR		Exempt						
1184 TRAFFIC OPERATIONS SPVSR		Exempt						
1169 URBAN RENEWAL MANAGER		Exempt						
1225 WATER INSTRUMENT TECH		Non-Exempt						
1502 WW COLLECTION SUPERVISOR		Non-Exempt						
PA60				\$71,624.49	\$79,682.24	\$87,740.00	\$95,797.76	\$103,855.51
			\$34.43	\$38.31	\$42.18	\$46.06	\$49.93	
	1720 LEAD PLANT OPERATOR	Non-Exempt						
	1980 DNA ANALYST	Non-Exempt						
	1226 INSTRUMENT & CONTROL SUPV	Non-Exempt						
	1994 SR PLANS EXAMINER	Non-Exempt						
	1500 WW MAINTENANCE SUPERVISOR	Exempt						



## INFORMATION TECHNOLOGY

Range	Position Title	FLSA Status	Minimum First QTR	2nd QTR	Midpoint 3rd QTR	4th QTR	Maximum
IT10			\$39,790.00	\$44,241.25	\$48,692.50	\$53,143.75	\$57,595.00
	1434 IT BUSINESS ASSISTANT	Non-Exempt	\$19.13	\$21.27	\$23.41	\$25.55	\$27.69
IT20			\$46,347.39	\$51,532.21	\$56,717.02	\$61,901.84	\$67,086.66
	1321 APP SUPPORT SPECIALIST	Non-Exempt	\$22.28	\$24.78	\$27.27	\$29.76	\$32.25
	1245 GIS SPECIALIST	Non-Exempt					
	1214 NETWORK ADMINISTRATOR I	Non-Exempt					
	1313 PC SPECIALIST	Non-Exempt					
IT30			\$52,397.49	\$58,917.14	\$65,436.80	\$71,956.46	\$78,476.11
	1189 GIS ANALYST	Exempt	\$25.19	\$28.33	\$31.46	\$34.59	\$37.73
IT40			\$58,577.61	\$65,902.75	\$73,227.88	\$80,553.02	\$87,878.15
	BUSINESS SYSTEMS ANALYST I	Exempt	\$28.16	\$31.68	\$35.21	\$38.73	\$42.25
IT50			\$68,025.07	\$76,525.37	\$85,025.67	\$93,525.97	\$102,026.27
	1216 BUSINESS SYSTEMS ANALYST II	Exempt	\$32.70	\$36.79	\$40.88	\$44.96	\$49.05
	1246 GIS DATABASE ADMINISTRATOR	Exempt					
	1137 NETWORK SECURITY ADMIN	Exempt					
	1149 PROGRAMMER ANALYST	Exempt					
	1122 SR APP SUPPORT SPECIALIST	Exempt					
	1190 SR SERVICE DESK TECHNICIAN	Exempt					
	1314 TELECOM ADMINISTRATOR	Exempt					
IT60			\$74,890.40	\$84,246.24	\$93,602.08	\$102,957.92	\$112,313.76
	1261 DATABASE ADMINISTRATOR	Exempt	\$36.01	\$40.50	\$45.00	\$49.50	\$54.00
	1175 SYSTEMS ADMINISTRATOR II	Exempt					
	1148 WEB DEVELOPER	Exempt					
IT70			\$83,128.34	\$93,513.33	\$103,898.31	\$114,283.29	\$124,668.27
	1132 CLIENT SERVICES MANAGER	Exempt	\$39.97	\$44.96	\$49.95	\$54.94	\$59.94
	INDUSTRIAL CONTROLS NETWORK ADMINISTRATOR	Exempt					
	1141 SR SYSTEMS ADMINISTRATOR	Exempt					
	1260 SR NETWORK ADMINISTRATOR	Exempt					
IT80			\$92,115.19	\$103,622.88	\$115,130.56	\$126,638.24	\$138,145.92
	1126 SOFTWARE APPLICATIONS MGR	Exempt	\$44.29	\$49.82	\$55.35	\$60.88	\$66.42
	1265 INFRASTRUCTURE MANAGER	Exempt					
	1262 SECURITY ANALYST	Exempt					
	1129 BUSINESS SYSTEMS MANAGER	Exempt					



## PROFESSIONAL/MANAGER

Range	Position Title	FLSA Status	Minimum First QTR	2nd QTR	Midpoint 3rd QTR	4th QTR	Maximum
PR10			\$49,836.96	\$54,820.66	\$59,804.35	\$64,788.05	\$69,771.75
			\$23.96	\$26.36	\$28.75	\$31.15	\$33.54
	1330 ACCOUNTANT I	Non-Exempt					
	COMMUNICATIONS SPECIALIST I	Non-Exempt					
	1447 MARKETING COORDINATOR	Non-Exempt					
	1194 MUSEUM CURATOR	Exempt					
	1192 PLANNER I	Non-Exempt					
	1327 PUBLIC ART COORDINATOR	Exempt					
PR20			\$54,630.13	\$60,093.14	\$65,556.15	\$71,019.16	\$76,482.18
			\$26.26	\$28.89	\$31.52	\$34.14	\$36.77
	1647 COMMUNITY ENGAGEMENT SPEC	Exempt					
	1727 COMMUNICATIONS SPECIALIST II	Non-Exempt					
	1209 ECON DEVELOPMENT COORD	Exempt					
	1449 FINANCIAL ANALYST I	Non-Exempt					
	1193 HISTORIC PRESERVATION SPC	Non-Exempt					
	1235 INDUSTRIAL PRETRMT SPEC	Non-Exempt					
	1280 NEIGHBORHD PROGRAMS SPEC	Exempt					
	1315 PAYROLL ACCOUNTANT	Non-Exempt					
	1992 REAL ESTATE SPECIALIST	Non-Exempt					
	1346 VICTIM SERVICES COORD	Non-Exempt					
	1236 WATER QUALITY ANALYST	Non-Exempt					
	1334 WELLNESS COORDINATOR	Exempt					
PR30			\$59,194.70	\$65,114.17	\$71,033.64	\$76,953.11	\$82,872.58
			\$28.46	\$31.30	\$34.15	\$37.00	\$39.84
	1196 ACCOUNTANT II	Exempt					
	1123 ASSET MANAGER	Exempt					
	1649 INTERNAL COMMUNICATIONS SPECIALIST	Exempt					
	1726 COMMUNICATIONS SPECIALIST III	Exempt					
	1219 CONTRACT SPECIALIST II	Exempt					
	1448 CREATIVE TEAM SUPERVISOR	Exempt					
	1335 CRIME ANALYST	Exempt					
	1426 FINANCIAL SERVICES COORD	Exempt					
	1722 INDUSTRIAL PRETRMT COORD	Exempt					
	1721 LABORATORY COORD	Exempt					
	1170 PLANNER II	Exempt					
	1199 RECREATION SUPERVISOR	Exempt					
	1991 SALES TAX AUDITOR	Exempt					
	1188 TRANSPORTATION PLANNER	Exempt					
	1200 WATER RESOURCE ANALYST	Exempt					
PR40			\$63,853.86	\$70,239.24	\$76,624.63	\$83,010.01	\$89,395.40
			\$30.70	\$33.77	\$36.84	\$39.91	\$42.98
	1223 BUSINESS ANALYST	Exempt					
	1504 CONCRETE MAINTENANCE COOR	Exempt					
	1310 COURT ADMINISTRATOR	Exempt					
	1604 FACILITY MAINT SUPER	Non-Exempt					
	1180 HUMAN RESOURCES ANALYST	Exempt					
	1324 MARKETING MANAGER	Exempt					
	1179 MUSEUM MANAGER	Exempt					
	1171 ENVIRONMENTAL PLANNER	Exempt					
	1202 PARKS PLANNER	Exempt					
	1221 PAVEMENT MANAGEMENT COORD	Exempt					
	1358 SENIOR LAND SURVEYOR	Exempt					
	1230 SR SURVEY TECHNICIAN	Non-Exempt					
	1215 TECHNICAL SERVICES COORD	Exempt					



## PROFESSIONAL/MANAGER

Range	Position Title	FLSA Status	Minimum		Midpoint		Maximum
			First QTR	2nd QTR	3rd QTR	4th QTR	
PR50			\$69,266.01 \$33.30	\$76,192.61 \$36.63	\$83,119.21 \$39.96	\$90,045.81 \$43.29	\$96,972.41 \$46.62
	1161 BUDGET ANALYST	Exempt					
	1724 BUDGET AND RATES ANALYST	Exempt					
	1063 COMMUNICATION&ENGAGE MGR	Exempt					
	1027 CIVIL ENGINEER I	Exempt					
	1469 FINANCIAL ANALYST II	Exempt					
	1168 FORESTRY MANAGER	Exempt					
	1162 INDUSTRIAL PRETRTMT SUPV	Exempt					
	1222 STORMWATER QUALITY ADMIN	Exempt					
	1300 UTILITY SYSTEMS ANALYST	Exempt					
	1725 WATER CONSERVATION ADMIN	Exempt					
	1153 WATER RESOURCE ADMN I	Exempt					
PR60			\$75,035.65 \$36.07	\$82,539.21 \$39.68	\$90,042.78 \$43.29	\$97,546.34 \$46.90	\$105,049.91 \$50.50
	1176 ACCOUNTANT III	Exempt					
	1548 BUSINESS MANAGER	Exempt					
	1728 IMAGE AND BRANDING MANAGER	Exempt					
	1066 ECON DEVELOPMENT MANAGER	Exempt					
	1085 GOLF COURSE SUPT	Exempt					
	1995 STRATEGIC HUMAN RESOURCE BUSINESS PARTNER	Exempt					
	1158 PLANNER III	Exempt					
	1203 PUBLIC & GOV'T REL MGR	Exempt					
	1191 RECREATION MANAGER	Exempt					
	1163 REV&BUS LICENSE MGR	Exempt					
	1164 WW LAB SUPERVISOR	Exempt					
PR70			\$78,299.33 \$37.64	\$87,108.00 \$41.88	\$95,916.68 \$46.11	\$104,725.35 \$50.35	\$113,534.03 \$54.58
	1130 ASST CITY ATTORNEY I	Exempt					
	1080 CHIEF CONSTRUCTION INSP	Exempt					
	1985 CHIEF PLANNER	Exempt					
	1028 CIVIL ENGINEER II	Exempt					
	1090 FACILITY MANAGER	Exempt					
	1075 FACILITY MANAGER IG	Exempt					
	1079 MANAGER OF GOLF	Exempt					
	1307 RECORDS & EVIDENCE MGR	Exempt					
	1996 SR. STRATEGIC HUMAN RESOURCE BUSINESS PARTNER	Exempt					
	1069 TRANSIT MANAGER	Exempt					
	1355 WATER CONSERVATION MGR	Exempt					
	1157 WATER RESOURCE ADMN II	Exempt					
	1160 WATER QUAL & REG COMP MGR	Exempt					
	1150 DIST & COLLECTION OPS MGR	Exempt					
	1244 WW TECHNICAL SERVICES MGR	Exempt					
PR80			\$83,545.62 \$40.17	\$92,944.50 \$44.68	\$102,343.38 \$49.20	\$111,742.26 \$53.72	\$121,141.14 \$58.24
	1402 ACCOUNTANT IV	Exempt					
	1815 ASSIST LAB DIRECTOR	Exempt					
	1228 ASST WTR T&D AND WWC SUPT	Exempt					
	1071 CHIEF BUILDING OFFICIAL	Exempt					
	1287 CIVIL ENGINEER III	Exempt					
	3230 EMERGENCY MANAGER	Exempt					
	1131 ENV & WTR RES ATTY I	Exempt					
	1081 FLEET MANAGER	Exempt					
	1989 NATURAL AREAS & TRAILS SUPT	Exempt					
	1025 REAL ESTATE MANAGER	Exempt					
	1993 SAFETY & RISK MANAGER	Exempt					
	1537 WATER RESOURCE PLAN MANAGER	Exempt					
	1535 WATER RIGHTS MANAGER	Exempt					
	1243 WW OPERATIONS & MAINT MGR	Exempt					



## PROFESSIONAL/MANAGER

Range	Position Title	FLSA Status	Minimum		Midpoint		Maximum
			First QTR	2nd QTR	3rd QTR	4th QTR	
PR90			\$90,378.26	\$100,545.82	\$110,713.37	\$120,880.93	\$131,048.48
			\$43.45	\$48.34	\$53.23	\$58.12	\$63.00
	1114 ASST CITY ATTORNEY II	Exempt					
	1104 ATTORNEY II	Exempt					
	1127 CIVIL ENGINEER IV	Exempt					
	1139 CULTURAL AFFAIRS MGR	Exempt					
	1128 ENGINEERING PROJECT MGR	Exempt					
	1116 ENV & WTR RES ATTY II	Exempt					
	1084 PARKS SUPERINTENDENT	Exempt					
	1135 PLANNING MANAGER	Exempt					
	1067 PURCHASING MANAGER	Exempt					
	1133 RECREATION SUPERINTENDENT	Exempt					
	1083 STREETS SUPERINTENDENT	Exempt					
	1548 UTILITY FINANCE MANAGER	Exempt					
	1118 WATER RESOURCE ENG IV	Exempt					
	1151 WATER TRMT PLANT SUPT	Exempt					
PR100			\$94,630.47	\$106,459.28	\$118,288.09	\$130,116.89	\$141,945.70
			\$45.50	\$51.18	\$56.87	\$62.56	\$68.24
	1144 BUDGET & COMPLIANCE MGR	Exempt					
	1049 DV REV & CIVIL INSP MGR	Exempt					
	1136 ENGINEERING DEV MANAGER	Exempt					
	FIRE MARSHAL	Exempt					
	1113 STORMWATER MANAGER	Exempt					
	1125 TRAFFIC ENGINEER	Exempt					
	1134 WATER T&D AND WWC SUPT	Exempt					
	1138 WATER TREATMENT MANAGER	Exempt					
	1117 WTR RESOURCES OPS MANAGER	Exempt					
	1120 WW TREATMENT SUPT	Exempt					
PR110			\$104,833.49	\$117,937.68	\$131,041.86	\$144,146.05	\$157,250.24
			\$50.40	\$56.70	\$63.00	\$69.30	\$75.60
	1159 CHIEF ENGINEER W&S	Exempt					
	1055 CITY ENGINEER	Exempt					
	1022 SENIOR ATTORNEY	Exempt					
	1112 SENIOR ENV & WTR ATTORNEY	Exempt					
PR120			\$117,501.05	\$132,188.68	\$146,876.32	\$161,563.95	\$176,251.58
			\$56.49	\$63.55	\$70.61	\$77.67	\$84.74
	1100 DEPUTY CITY ATTORNEY	Exempt					
	1023 DEPUTY DIRECTOR WATER RES	Exempt					
	1026 DEPUTY PUBLIC WORKS DIR	Exempt					
	1035 DEPUTY DIR WTR & WW OPS	Exempt					



EXECUTIVE

Range	Position Title	FLSA Status	Minimum		Midpoint		Maximum
			First QTR	2nd QTR	3rd QTR	4th QTR	
EX10			\$96,512.00	\$108,576.00	\$120,640.00	\$132,704.00	\$144,768.00
			\$46.40	\$52.20	\$58.00	\$63.80	\$69.60
	1010 CITY CLERK	Exempt					
EX20			\$116,480.00	\$131,040.00	\$145,600.00	\$160,160.00	\$174,720.00
			\$56.00	\$63.00	\$70.00	\$77.00	\$84.00
	1011 COMMUNITY DEVELOPMENT DIR	Exempt					
	1019 COMMUNICATION SERVICE DIR	Exempt					
	1074 ECON HEALTH & HOUSING DIR	Exempt					
	1015 HUMAN RESOURCES DIRECTOR	Exempt					
EX30			\$127,067.20	\$142,950.60	\$158,834.00	\$174,717.40	\$190,600.80
			\$61.09	\$68.72	\$76.37	\$84.00	\$91.63
	1021 CPR DIRECTOR	Exempt					
	1024 DIRECTOR OF IT	Exempt					
	1006 MUNICIPAL JUDGE	Exempt					
EX40			\$145,600.00	\$163,800.00	\$182,000.00	\$200,200.00	\$218,400.00
			\$70.00	\$78.75	\$87.50	\$96.25	\$105.00
	1061 FINANCE DIRECTOR	Exempt					
	1014 FIRE CHIEF	Exempt					
	1017 POLICE CHIEF	Exempt					
	1018 PUBLIC WORKS DIRECTOR	Exempt					
	1020 WATER & SEWER DIRECTOR	Exempt					
EX50			\$156,416.00	\$175,968.00	\$195,520.00	\$215,072.00	\$234,624.00
			\$75.20	\$84.60	\$94.00	\$103.40	\$112.80
	1005 ASST CITY MANAGER	Exempt					
EX60			\$168,584.00	\$189,657.00	\$210,730.00	\$231,803.00	\$252,876.00
			\$81.05	\$91.18	\$101.32	\$111.45	\$121.58
	1004 CITY ATTORNEY	Exempt					
EX70			\$198,659.14	\$223,491.53	\$248,323.92	\$273,156.31	\$297,988.70
			\$95.51	\$107.45	\$119.38	\$131.32	\$143.26
	1003 CITY MANAGER	Exempt					



POLICE SWORN (NON-CONTRACT)				
Range	Position Title	FLSA Status	Range Minimum	Range Maximum
PS10			\$103,202.53	\$115,030.58
			\$49.62	\$55.30
	SERGEANT	Non-Exempt		
PS20			\$122,824.64	\$136,335.36
			\$59.05	\$65.55
	COMMANDER	Exempt		
PS30			\$148,578.20	\$164,921.80
			\$71.43	\$79.29
	DEPUTY CHIEF	Exempt		

2020 POLICE ASSOCIATION		Hourly	Annual
2	Police Officer Step A	\$32.98	\$68,586.00
3	Police Officer Step B	\$34.12	\$70,959.00
4	Police Officer Step C	\$36.32	\$75,541.00
5	Police Officer Step D	\$38.69	\$80,452.00
6	Police Officer Step E	\$41.18	\$85,645.00
7	Police Officer Step F	\$45.52	\$94,667.00



2020 GREELEY FIRE		
Title	Annual	Hourly
Recruit Firefighter	\$58,748.00	\$20.12
Recruit Firefighter / EMT I	\$62,372.00	\$21.36
Recruit Firefighter / Paramedic	\$64,184.00	\$21.98
Apprentice Firefighter I	\$62,813.00	\$21.51
Apprentice Firefighter I / EMT-I	\$66,437.00	\$22.75
Apprentice Firefighter I / Paramedic	\$68,249.00	\$23.37
Apprentice Firefighter II	\$67,121.00	\$22.99
Apprentice Firefighter II / EMT-I	\$70,745.00	\$24.23
Apprentice Firefighter II / Paramedic	\$72,557.00	\$24.85
Journey Firefighter I	\$71,880.00	\$24.62
Journey Firefighter I / EMT-I	\$75,505.00	\$25.86
Journey Firefighter I / Paramedic	\$77,317.00	\$26.48
Journey Firefighter II	\$76,883.00	\$26.33
Journey Firefighter II / EMT-I	\$80,508.00	\$27.57
Journey Firefighter II / Paramedic	\$82,320.00	\$28.19
Master Firefighter	\$82,233.00	\$28.16
Master Firefighter / EMT-I	\$85,858.00	\$29.40
Master Firefighter / Paramedic	\$90,388.00	\$30.95
Fire Engineer (min)	\$86,333.00	\$29.57
Fire Engineer (min) / EMT-I	\$89,957.00	\$30.81
Fire Engineer (min) / Paramedic	\$91,769.00	\$31.43
Fire Engineer (max)	\$90,606.00	\$31.03
Fire Engineer (max) / EMT-I	\$94,230.00	\$32.27
Fire Engineer (max) / Paramedic	\$98,761.00	\$33.82
Staff Specialist *	\$93,327.00	\$44.87
Staff Specialist / EMT-I *	\$97,071.00	\$46.67
Staff Specialist / Paramedic *	\$101,730.00	\$48.91
Fire Lieutenant (min)	\$95,157.00	\$32.59
Fire Lieutenant (min) / EMT-I	\$97,782.00	\$33.83
Fire Lieutenant (min) / Paramedic	\$100,594.00	\$34.45
Fire Lieutenant (max)	\$100,299.00	\$34.35
Fire Lieutenant (max) / EMT-I	\$103,923.00	\$35.59
Fire Lieutenant (max) / Paramedic	\$108,454.00	\$37.14
Fire Lieutenant Specialist *	\$103,311.00	\$49.67
Fire Lieutenant Specialist / EMT-I *	\$107,055.00	\$51.47
Fire Lieutenant Specialist / Paramedic *	\$111,714.00	\$53.71
Fire Captain (min)	\$111,868.00	\$38.31
Fire Captain (max)	\$118,573.00	\$40.61
Fire Captain Specialist *	\$122,030.00	\$58.67

\*Day Shift Pay Rate (2,080 hrs)

FIRE (NON-CONTRACT)				
Range	Position Title	FLSA Status	Range Minimum	Range Maximum
PSF10			\$129,137.44	\$143,342.56
			\$62.09	\$68.91
	DIVISION CHIEF			



## Seasonal/Hourly

Pay Range	Position Title	FLSA Status	Range Minimum	Range Maximum
SH01			\$12.32	\$13.29
	ASSISTANT HOUSE MANAGER	Non-Exempt		
	ASSISTANT TRAIL MANAGER	Non-Exempt		
	CHILDRENS ROOM ATTENDANT	Non-Exempt		
	CLERICAL ASSISTANT I	Non-Exempt		
	CUSTOMER SERVICE REP	Non-Exempt		
	FACILITY SVCS ATTEND I	Non-Exempt		
	FARMERS MARKET ASSISTANT	Non-Exempt		
	GALLERY TECHNICIAN	Non-Exempt		
	GOLF CART OPERATOR	Non-Exempt		
	GROUNDSCOOPER I	Non-Exempt		
	MAINTENANCE TECH I	Non-Exempt		
	MUSEUM AIDE I	Non-Exempt		
	SCHOOL CROSSING GUARD	Non-Exempt		
	THEATRE TECH I	Non-Exempt		
	TICKET CLERK I	Non-Exempt		
SH02			\$12.32	\$17.28
	BUILDING SUPERVISOR	Non-Exempt		
	CLERICAL ASSISTANT II	Non-Exempt		
	CUSTODIAN	Non-Exempt		
	FACILITIES TECHNICIAN	Non-Exempt		
	GROUNDSCOOPER II	Non-Exempt		
	HOUSE MANAGER	Non-Exempt		
	LABORER I	Non-Exempt		
	MUSEUM AIDE II	Non-Exempt		
	SPECIAL PROJECTS ASSISTANT	Non-Exempt		
	THEATRE TECH II	Non-Exempt		
	TICKET CLERK II	Non-Exempt		
SH03			\$12.54	\$21.26
	ASSISTANT STAGE MANAGER	Non-Exempt		
	ASSISTANT POOL MANAGER	Non-Exempt		
	BUILDING ATTENDANT	Non-Exempt		
	BUS OPERATOR I	Non-Exempt		
	ENGINEERING TECHNICIAN	Non-Exempt		
	INTERN I	Non-Exempt		
	LABORER II	Non-Exempt		
	SR MUSEUM AIDE	Non-Exempt		
	SR THEATRE TECH	Non-Exempt		
	SR TICKET CLERK	Non-Exempt		
	SR PUBLIC ART TECH	Non-Exempt		
SH04			\$14.50	\$22.96
	BUS DRIVER	Non-Exempt		
	TRAVEL TRAINER	Non-Exempt		
	VOLUNTEER COORDINATOR	Non-Exempt		
SH05			\$20.00	\$40.00
	ATTORNEY	Non-Exempt		
	INTERN II	Non-Exempt		



## Seasonal/Hourly

Pay		FLSA Status	Range	Range
Range	Position Title		Minimum	Maximum
SH06			\$50.00	\$75.00
	ASSISTANT JUDGE			
	ADMINHEARING OFFICER			
	LIQUOR HEARING OFFICER			
SH07				
	ELECTION JUDGE		\$65/DAY	
GENERAL			\$12.32	\$18.70
SGN0				
	ASSISTANT POOL MANAGER	Non-Exempt		
	ASSISTANT PLAYGROUND PRGM SUP	Non-Exempt		
	CASHIER	Non-Exempt		
	LEAD LIFEGAURD	Non-Exempt		
	LIFEGAURD	Non-Exempt		
	PLAYGROUND PARK LEADER	Non-Exempt		
	POOL MANAGER	Non-Exempt		
	SPORTS SUPERVISOR	Non-Exempt		
	REC PROGRAM SUPERVISOR	Non-Exempt		
	SCOREKEEPER	Non-Exempt		
	SPLASH PARK ATTENDANT	Non-Exempt		
	STEP PROGRAM SUPERVISOR	Non-Exempt		
	STEP PROGRAM WORKER	Non-Exempt		
	YOUTH SERVICE SPECIALIST	Non-Exempt		
OFFICIALS			\$12.32	\$35.28
SOFO				
	ADULT OFFICIAL	Non-Exempt		
	ADULT OFFICIAL 1 PER	Non-Exempt		
	ADULT SPORT CERTIFIED OFFICIAL	Non-Exempt		
	YOUNG AMERICA ASST TRACK COACH	Non-Exempt		
	YOUNG AMERICA OFFICIAL	Non-Exempt		
	YOUNG AMERICA OFFICIAL 1 PER	Non-Exempt		
	YOUTH OFFICIAL	Non-Exempt		
INSTRUCTOR			\$12.32	\$42.34
SINO				
	FITNESS INSTRUCTOR	Non-Exempt		
	CLASS INSTRUCTOR	Non-Exempt		
	VISUAL ARTS INSTRUCTOR	Non-Exempt		
	PERFORMING ARTS INSTRUCTOR	Non-Exempt		



# Council Agenda Summary

October 6, 2020

## Agenda Item Number 19

Key Staff Contact: Brad Mueller, Community Development Director, 970-350-9786

Caleb Jackson, Planner, 970-350-9876

### Title:

Introduction and first reading of an ordinance changing the official zoning map of the City of Greeley, Colorado, from I-L (Industrial Low Intensity) to R-H (Residential High Density) for approximately .29 acres of property located at 1530 4<sup>th</sup> Avenue, known as the 1530 4<sup>th</sup> Avenue Rezone

### Summary:

The City of Greeley is considering a request to rezone a .29-acre tract from I-L (Industrial Low Intensity) to R-H (Residential High Density). The subject site is located at 1530 4<sup>th</sup> Avenue. The subject site is undeveloped. On the 1964 zoning map, the site was zoned R3 (Multi-Family Dwellings), which is the predecessor of R-H zoning. On the 1965 zoning map, it appears that the site had been rezoned to an industrial designation and is therefore currently zoned I-L. Residential uses were allowable within the I-L zone until adoption of the 1976 Development Code. The applicant requests to rezone to R-H with the intention of establishing a residential use on the site.

The Planning Commission considered this request on September 22, 2020 and unanimously recommended approval to the City Council.

### Fiscal Impact:

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

### Legal Issues:

Consideration of this matter is a quasi-judicial process.

### Other Issues and Considerations:

None noted.



**Applicable Council Priority and Goal:**

Consistency with Comprehensive Plan and Development Code standards.

**Decision Options:**

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

**Council's Recommended Action:**

A motion to introduce the ordinance and schedule the public hearing and final reading for October 20, 2020.

**Attachments:**

Ordinance

Vicinity Map

Planning Commission Summary (Staff Report) (September 22, 2020)



CITY OF GREELEY, COLORADO

ORDINANCE NO. \_\_\_\_, 2020

CASE NO. ZON2020-0005

AN ORDINANCE CHANGING THE OFFICIAL ZONING MAP OF THE CITY OF GREELEY, COLORADO, FROM I-L (INDUSTRIAL LOW INTENSITY) TO R-H (RESIDENTIAL HIGH DENSITY) FOR .29 ACRES OF PROPERTY LOCATED AT 1530 4<sup>TH</sup> AVENUE, KNOWN AS THE 1530 4<sup>TH</sup> AVENUE REZONE

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

Section 1. The following described property located in the City of Greeley is hereby changed from the zoning district referred to as I-L (Industrial Low Intensity) to R-H (Residential High Density) zoning for .29 acres of property, in the City of Greeley, County of Weld, State of Colorado:

See attached legal description

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

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

PASSED AND ADOPTED, SIGNED AND APPROVED, THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2020.

ATTEST:

THE CITY OF GREELEY

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor



Legal Description

A PARCEL OF LAND BEING A PART OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 5 NORTH, RANGE 65 WEST OF THE 6TH P.M., CITY OF GREELEY, COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 17, HALL-MORGER SUBDIVISION OF BLOCK 169, CITY OF GREELEY, COUNTY OF WELD, STATE OF COLORADO, AND CONSIDERING THE WEST LINE OF SAID LOT 17 TO BEAR NORTH 00°02'41" EAST WITH ALL BEARINGS HEREIN RELATIVE THERETO;

THENCE SOUTH 89°57'23" WEST AND BEING A PROLONGATION OF THE SOUTH LINE OF SAID LOT 17, A DISTANCE OF 50.00 FEET TO A POINT ON THE CENTERLINE OF THE RIGHT-OF-WAY OF 4TH AVENUE;

THENCE NORTH 00°02'41" EAST ALONG THE CENTERLINE OF THE RIGHT-OF-WAY OF SAID 4TH AVENUE, A DISTANCE OF 49.82 FEET TO A POINT BEING A 50.00' PROLONGATION OF SAID LOT 17;

THENCE NORTH 89°56'38" EAST A DISTANCE OF 251.03 FEET TO A POINT ON THE CENTERLINE OF THE ALLEY RIGHT-OF-WAY SAID POINT ALSO BEING A 10.00' PROLONGATION OF THE NORTH LINE OF SAID LOT 17;

THENCE SOUTH 00°01'15" WEST ALONG THE CENTERLINE OF SAID ALLEY RIGHT-OF-WAY A DISTANCE OF 49.87 FEET TO A POINT BEING A 10.00' PROLONGATION OF THE SOUTH LINE OF SAID LOT 17;

THENCE SOUTH 89°57'23" WEST A DISTANCE OF 201.05 FEET TO THE POINT OF BEGINNING.

THE PARCEL OF LAND DESCRIBED ABOVE CONTAINS 12,513 SQUARE FEET (0.29 ACRES), MORE OR LESS, AND IS SUBJECT TO EASEMENTS AND RIGHTS-OF-WAYS OF RECORD.



**Vicinity Map**  
**1530 4<sup>th</sup> Avenue Rezone**





## PLANNING COMMISSION SUMMARY

**ITEM:** Rezone from I-L (Industrial Low Intensity) to R-H (Residential High Density)

**FILE NUMBER:** ZON2020-0005

**PROJECT:** 1530 4<sup>th</sup> Avenue Rezone

**LOCATION:** 1530 4<sup>th</sup> Avenue

**APPLICANT:** Harlow Homes

**CASE PLANNER:** Caleb Jackson, AICP | Planner II

**PLANNING COMMISSION HEARING DATE:** September 22, 2020

### PLANNING COMMISSION FUNCTION:

The Planning Commission shall consider the staff report, along with testimony and comments made by the applicant and the public and shall then make a recommendation to the City Council regarding the application in the form of a finding based on the review criteria in Section 18.30.050(c)(3).

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### EXECUTIVE SUMMARY

The City of Greeley is considering a request by Harlow Homes to rezone the property located at 1530 4<sup>th</sup> Avenue, plus adjacent right-of-way to the centerline, from I-L (Industrial Low Intensity) to R-H (Residential High Density) (see Attachments A, B, and C).

#### A. REQUEST

The applicant is requesting approval of a rezone application.

#### B. STAFF RECOMMENDATION

Approval.

#### C. LOCATION

##### Abutting Zoning:

North: I-L (Industrial Low Intensity)

South: I-L

East: R-H (Residential High Density)

West: I-L

##### Surrounding Land Uses:

North: Single-Family Dwelling

South: Single-Family Dwelling

East: Single-Family Dwelling

West: Warehouse



### **Site Characteristics:**

The site is generally flat and undeveloped. An attached sidewalk exists along 4<sup>th</sup> Avenue and the property has alley access at the rear. The subject block mirrors the greater Sunrise neighborhood with a mixture of residential and industrial uses.

## **D. BACKGROUND**

The subject site is zoned I-L (Industrial Low Intensity) Zone District and is undeveloped. On the 1964 Zoning Map, the site was zoned R3 (Multi-Family Dwellings) which is the predecessor of the R-H (Residential High Density) Zone District. On the 1965 Zoning Map, it appears that the site had been rezoned to an industrial designation. The site is presently zoned I-L (Industrial Low Intensity) Zone District. Residential uses were allowable within industrial zones until the adoption of the 1976 Development Code. The applicant applied to establish an industrial use on the property in 2016. However, the plan was infeasible due to the limited width of the lot being unable to accommodate the required buffering of industrial uses from the neighboring residences to the north and south. The applicant is requesting to rezone to R-H with the intention of establishing a residential use on the site, which would require administrative Community Development approval if the rezone application is approved.

## **APPROVAL CRITERIA**

### **Development Code Section 18.30.050 Rezoning Procedures**

*For the purpose of establishing and maintaining sound, stable and desirable development within the City, the rezoning of land is to be discouraged and allowed only under circumstances provided for in this Section [of the Code]. This policy is based on the opinion of the City Council that the City's zoning map is a result of a detailed and comprehensive appraisal of the City's present and future needs regarding land use allocation and other zoning considerations, and, as such, should not be amended unless to correct manifest errors or because of changed or changing conditions in a particular area of the City in general.*

The review criteria found in Section 18.30.050(c)(3) of the Development Code shall be used to evaluate the zoning amendment application.

- a) **Has the area changed, or is it changing to such a degree that it is in the public interest to rezone the subject property to encourage development or redevelopment of the area?**

Staff Comment: The vision for the Sunrise area has changed over the years as the area has remained a stable residential neighborhood despite opportunities for industrial development.

The rezoning to residential is compatible and consistent with the existing neighborhood.



This request complies with this criterion.

- b) Has the existing zoning been in place for at least fifteen (15) years without substantial development resulting and does the existing zoning appear to be obsolete, given development trends?**

Staff Comment: The subject property has been zoned industrial since the mid-1960's without industrial development occurring on the property. Despite the industrial zoning, much of the Sunrise Neighborhood has remained residential and there is increasing desire to expand and there appears to be little interest in assembling smaller parcels into larger lots, which would be needed to develop the area into industrial uses. Rezoning the lot from I-L to R-H would allow the current property owners to establish a residential use on their property similar to neighboring lots. Buffering requirements between industrial and residential uses make the establishment of an industrial use allowed by the current zoning infeasible.

This request complies with this criterion.

- c) Are there clerical or technical errors to correct?**

Staff Comment: The request is not regarding the correction of clerical or technical errors.

This criterion is not applicable to this request.

- d) Are there detrimental environmental impacts, such as flood plains, inadequate drainage, slopes, unstable soils, etc., that may affect future development of this site and which may not have been considered during the original zoning of the property?**

Staff Comment: There are no known detrimental environmental conditions existing on site.

This criterion is not applicable to this request.

- e) Is the proposed rezoning necessary in order to provide land for a community related use which was not anticipated at the time of adoption of the City's Comprehensive Plan; or have the policies of the City changed to the extent that a rezoning is warranted?**

Staff Comment: The proposed rezoning is necessary in order to allow for successful development of the site. The proposed zoning would allow residential development as is found in other areas of the Sunrise Neighborhood and on adjacent properties.



The City of Greeley's Strategic Housing Plan encourages the correction of such zoning mismatches in order to promote housing choice, a variety of housing, and reinvestment in existing neighborhoods.

This request complies with this criterion.

- f) What is the potential impact of the proposed rezoning upon the immediate neighborhood and the city as a whole (including potential noise and environmental impacts, visual impacts, the provision of City services such as police, fire, water, sewer, and pedestrian systems and parks and recreational facilities)?**

Staff Comment: Existing water, sewer, police, fire, pedestrian, recreational, and park facilities adequately serve the site. Uses allowed in the R-H (Residential High Density) Zone District should not create significant adverse impacts in the area, and uses in the R-H zone typically present lower impacts than uses permitted by the existing I-L (Industrial Low Intensity) Zone District.

The proposal complies with this criterion.

- g) Is there clear and convincing evidence that the proposed rezoning will be consistent with the policies and goals of the City's Comprehensive Plan and comply with the applicable zoning overlay requirements?**

The following City of Greeley Imagine Greeley Comprehensive Plan policies apply to this request:

***Growth & City Form:***

- ***GC-6.3*** Maintain, enhance, and protect the character of established neighborhoods while recognizing the need for established neighborhoods to evolve to meet city needs.
- ***GC-6.5*** Monitor and address conditions that contribute to distress, disinvestment and blight in older areas of the community through neighborhood plans and their implementation.

Staff Comment: The proposed rezone supports the conservation of existing neighborhoods by allowing reinvestment in the neighborhood. Approval of the rezone would further protect adjacent residential uses by preventing the property from redevelopment into more intense industrial uses, which could impact the character of the neighborhood and quality of life.

The proposal complies with this criterion.



**h) What is the potential impact of the proposed rezoning upon an approved Zoning Suitability Plan for the property?**

Staff Summary: The site can be developed suitably in the proposed zoning.

The proposal complies with this criterion.

**E. PHYSICAL SITE CHARACTERISTICS**

**1. HAZARDS**

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

**2. WILDLIFE**

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

**3. FLOODPLAIN**

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

**4. DRAINAGE AND EROSION**

The drainage pattern is expected to follow historical patterns. Drainage patterns would be examined in greater detail through any future land use requests.

**5. TRANSPORTATION**

The subject property is located on 4<sup>th</sup> Avenue and has rear alley access. The site has adequate transportation infrastructure to serve potential development.

**F. SERVICES**

**1. WATER**

Water services are available in 4<sup>th</sup> Avenue and can adequately serve the subject property.

**2. SANITATION**

Sanitation services are available in 4<sup>th</sup> Avenue and can adequately serve the subject property.

**3. EMERGENCY SERVICES**

The subject site is serviced by the City of Greeley Fire and Police. The closest fire station, Fire Station #1, is located approximately three-quarters of a mile from the subject site.

**4. PARKS/OPEN SPACES**

No parks or regional open space areas are proposed with this rezone request. The subject site is adequately served by existing parks in the area.



## **5. SCHOOLS**

The proposed rezone is within Greeley-Evans School District 6 and is served by existing schools. The site is within the attendance boundaries for Maplewood Elementary (1.5 miles west), Heath Middle (1.5 miles west), and Northridge High (5.5 miles west). The subject site appears to be eligible for busing for all three schools. The proposed rezone should not have any impact on the School District.

## **G. NEIGHBORHOOD IMPACTS**

### **1. VISUAL**

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

### **2. NOISE**

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

## **H. PUBLIC NOTICE AND COMMENT**

Neighborhood notices were mailed to surrounding property owners on September 4, 2020, per Development Code requirements. A sign was posted on the site on September 3, 2020. One neighbor called inquiring about the proposal and mentioned a desire not to have a large apartment building constructed at the site.

## **I. MINERAL ESTATE OWNER NOTIFICATION**

The applicant is the mineral owner.

## **J. PLANNING COMMISSION RECOMMENDED MOTION**

Based on the application received and the Project Summary and accompanying analysis, the Planning Commission finds that the proposed rezone from I-L (Industrial Low Intensity) to R-H (Residential High Density) meets the applicable Development Code criteria, Sections 18.30.050(c)(3) a, b, e, f, g and h; and therefore, recommend approval of the rezone to the City Council.

## **ATTACHMENTS**

Attachment A – Vicinity Map

Attachment B – Narrative

Attachment C – Property Boundary Map



**Vicinity Map**  
**1530 4<sup>th</sup> Avenue Rezone**





## Harlow Homes

1212 38<sup>th</sup> Avenue, Greeley CO • 80634  
970.396.5225

April 30, 2020

City of Greeley Planning Dept.

Attn: Mike Garrott A.I.C.P.  
Planning Manager  
[Mike.garrott@greeleygov.com](mailto:Mike.garrott@greeleygov.com)

Project: Re-zone request of vacant lot located at approximately 1530 4<sup>th</sup> Avenue. Exact address T.B.D.  
Legal: Lot 17 Hall-Morger Subdivision of Block 169 City of Greeley

Request to change zoning from I-L to Residential high Density. Lot size approximately 50x195 (see attached survey).

I, Thomas Canzona owner of Harlow Homes am requesting a change of zoning for the following reasons.

- With the current I-L zoning and the existing requirements, it is difficult to place a structure on this lot because of the limited size of the lot and the existing use of the surrounding lots.
- The land use on both properties to the north and south are residential with a I-L zoning thus there exists a conflict with use and zoning that has been there for years.
- With my request for change of zoning I would be able to comply with neighboring use with a proper zoning.
- To the east of my lot the zoning is already Residential High Density with single family residences and multi-family structures.
- Also, on the east boundary there is a paved ally. This is extremely essential to this lot because it provides for rear parking and for ease of access to the lot.
- There also exists a lack of affordable housing within the city and in particular, this area of town. Small units of approximately 650 to 900 sq. ft. weather a duplex, 3 plex or 4 plex would offer some solution to this problem.
- I have tried to submit plans for a warehouse on this lot under the current zoning, but because of the different use I was not successful.
- Since Greeley was founded, this lot has been dirt with exception of one small storage shed. The only revenue has been to the county thru taxes. Developing this lot would create revenue thru the permitting processes, increase taxes from housing, water and sewer fees, and most important available housing for people. It would appear to be of benefit to the city, county and landowner. Thus, a vacant lot would now have a definite use.
- The lot is relatively flat and run-off water would be directed to the front and rear to insure there would be no drainage problems to the neighbors.

I am hopeful that my request for a zoning change will be approved.

Thank you.  
Respectfully,

Thomas Canzona  
Owner of Harlow Homes



1530 4TH AVENUE REZONE  
PROPERTY BOUNDARY MAP  
LOT 17, HALL-MORGER SUBDIVISION OF LOT 169, CITY OF GREELEY,  
PART OF THE NORTHWEST QUARTER OF SECTION 8,  
TOWNSHIP 5 NORTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN,  
COUNTY OF WELD, STATE OF COLORADO

ZONING BOUNDARY LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PART OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 5 NORTH, RANGE 65 WEST OF THE 6TH P.M., CITY OF GREELEY, COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 17, HALL-MORGER SUBDIVISION OF BLOCK 169, CITY OF GREELEY, COUNTY OF WELD, STATE OF COLORADO, AND CONSIDERING THE WEST LINE OF SAID LOT 17 TO BEAR NORTH 00°02'41" EAST WITH ALL BEARINGS HEREIN RELATIVE THERETO;

THENCE SOUTH 89°57'23" WEST, AND BEING A PROLONGATION OF THE SOUTH LINE OF SAID LOT 17, A DISTANCE OF 50.00 FEET TO A POINT ON THE CENTERLINE OF THE RIGHT-OF-WAY OF 4TH AVENUE;

THENCE NORTH 00°02'41" EAST ALONG THE CENTERLINE OF THE RIGHT-OF-WAY OF SAID 4TH AVENUE, A DISTANCE OF 49.82 FEET TO A POINT BEING A 50.00' PROLONGATION OF SAID LOT 17;

THENCE NORTH 89°56'38" EAST A DISTANCE OF 251.03 FEET TO A POINT ON THE CENTERLINE OF THE ALLEY RIGHT-OF-WAY SAID POINT ALSO BEING A 10.00' PROLONGATION OF THE NORTH LINE OF SAID LOT 17;

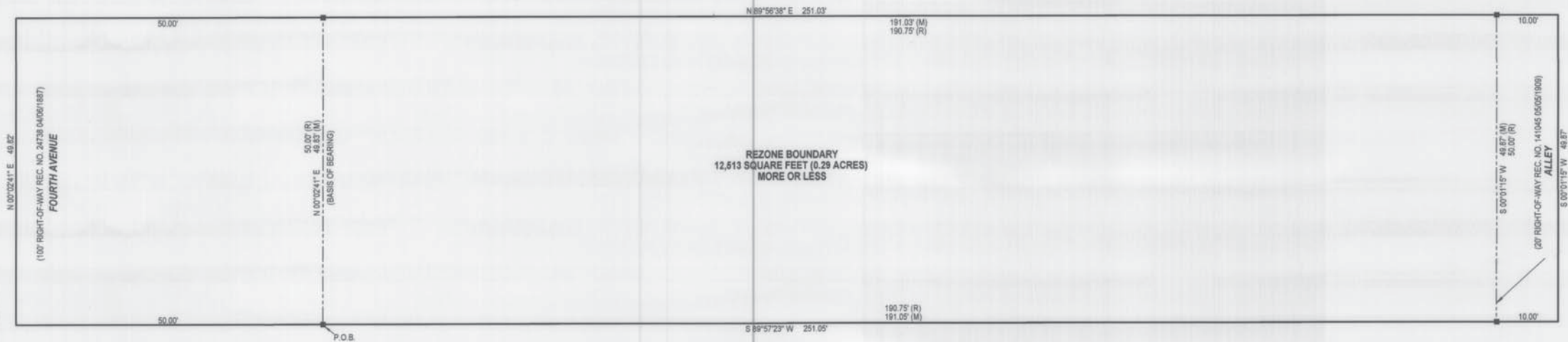
THENCE SOUTH 00°01'15" WEST ALONG THE CENTERLINE OF SAID ALLEY RIGHT-OF-WAY A DISTANCE OF 49.87 FEET TO A POINT BEING A 10.00' PROLONGATION OF THE SOUTH LINE OF SAID LOT 17;

THENCE SOUTH 89°57'23" WEST A DISTANCE OF 201.05 FEET TO THE POINT OF BEGINNING.

THE PARCEL OF LAND DESCRIBED ABOVE CONTAINS 12,513 SQUARE FEET (0.29 ACRES), MORE OR LESS, AND IS SUBJECT TO EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

NOTES:

1. THIS SURVEY WAS PREPARED WITH THE BENEFIT OF LAND TITLE COMMITMENT FILE NO. FC25143385-2 DATED AUGUST 25, 2016, AS UPDATED BY ORDER NO. 25143380, DATED APRIL 14, 2020, AND DOES NOT CONSTITUTE A TITLE SEARCH BY THOMAS LAND SURVEYING, LLC. TO DETERMINE TITLE OR EASEMENTS OF RECORD. THOMAS LAND SURVEYING, LLC RELIED ON SAID COMMITMENT, EXCLUSIVELY, FOR ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD. THIS SURVEY DOES NOT PURPORT TO REFLECT ANY OF THE FOLLOWING WHICH MAY BE APPLICABLE TO THE SUBJECT REAL ESTATE: BUILDING SETBACK LINES, RESTRICTIVE COVENANTS, SUBDIVISION RESTRICTIONS, ZONING OR OTHER LAND-USE REGULATIONS, AND ANY OTHER FACTS THAT A CURRENT TITLE COMMITMENT MAY DISCLOSE.
2. ACCORDING TO COLORADO LAW, YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.
3. THIS SURVEY IS VALID ONLY IF PRINT HAS ORIGINAL SEAL AND SIGNATURE OF SURVEYOR.
4. THE DISTANCE MEASUREMENTS SHOWN HEREON ARE U.S. SURVEY FOOT.
5. (M) DENOTES FIELD MEASURED DISTANCES (R) DENOTES RECORDED DISTANCES PER THE PLAT OF HALL-MORGER SUBDIVISION OF BLOCK 169, CITY OF GREELEY AT RECEPTION NO. 141045 RECORDED MAY 5, 1909, WELD COUNTY RECORDS.



LEGEND

■	FOUND #4 WITH 1" YELLOW PLASTIC CAP, STAMPED THOMAS PLS 38353
—	SUBJECT BOUNDARY
- - -	RIGHT-OF-WAY

BASIS OF BEARING

THE WEST LINE OF LOT 17, HALL-MORGER SUBDIVISION OF BLOCK 169, CITY OF GREELEY, COUNTY OF WELD, STATE OF COLORADO IS ASSUMED TO BEAR NORTH 00°02'41" EAST, AND IS MONUMENTED AS INDICATED.

CERTIFICATE AND SEAL OF THE  
REGISTERED LAND SURVEYOR

I, ROBERT D. THOMAS, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS LAND SURVEY WAS PREPARED BY ME, OR UNDER MY PERSONAL SUPERVISION, AND THAT THIS PLAT IS AN ACCURATE REPRESENTATION THEREOF, BASED UPON MY KNOWLEDGE, INFORMATION AND BELIEF. I FURTHER CERTIFY THAT THE SURVEY AND THIS PLAT COMPLY WITH ALL APPLICABLE RULES, REGULATIONS, AND LAWS OF THE STATE OF COLORADO, STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND PROFESSIONAL LAND SURVEYORS, AND WELD COUNTY, AND IS NOT A GUARANTY OR WARRANTY, EITHER EXPRESS OR IMPLIED.

ROBERT D. THOMAS  
COLORADO PROFESSIONAL LAND SURVEYOR #38353

DATE



DEVELOPER: HARLOW HOMES, LLC  
C/O TOM CANZONA  
3527 WEST 12TH STREET STE 104  
GREELEY, COLORADO 80634

SURVEYOR: THOMAS LAND SURVEYING, LLC  
2619 WEST 11TH ST. ROAD, SUITE 24  
GREELEY, COLORADO 80634  
970-304-0964

PROJECT: 1908.015  
DRAWING: CANZONA 1530 4TH AVE  
PROPERTY BOUNDARY MAP



# Council Agenda Summary

October 6, 2020

## Agenda Item Number 20

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

### Title:

Consideration to approve a change order in the amount of \$68,080.00 to the contract with JUB Engineers for the 20<sup>th</sup> Street from 83<sup>rd</sup> to 90<sup>th</sup> Avenue roadway project bringing the revised contract amount from \$481,968.00 to \$550,048.00

### Summary:

Change Order #2 with JUB Engineers is to address additional design components that occurred during construction. This change order is coming forward after the project has been completed due to the City's Project Manager had resigned and this change order had not been finalized and processed. The consultant recently realized that it hadn't been finalized and brought it to the City's attention.

Reasons for this change order include:

- Design of the support structure under the stormwater box culvert needed to be revised to meet gas company requirements and clearances.
- Design changes at the request of the Water and Sewer Department to provide a sleeve under the 83<sup>rd</sup> Avenue roundabout for a future nonpotable line that will go along 83<sup>rd</sup> Avenue was added.
- Additional coordination with private utility companies to modify easements and relocate lines around oil line and stormwater box culvert.
- Revisions to the irrigation control system due to a change in the type of controller used by CPRD had changed.
- PVREA and Xcel both changed their design during construction requiring changes and updates to construction drawings due to the roundabout layout and to provide access to Xcel's transmission tower pole.

Change order 1 was for \$149,781 to change the intersection design from a traditional traffic signal to a roundabout. This change order was over 25% and required Council approval, and so any additional change order must be approved by Council, therefore the reason change order 2 must also be approved by Council.

### Fiscal Impact:

Does this item create a fiscal impact on the City of Greeley?	Yes
If yes, what is the initial, or, onetime impact?	\$68,080.00
What is the annual impact?	One Time
What fund of the City will provide Funding?	Road Development
What is the source of revenue within the fund?	Road Development



Is there grant funding for this item?	No
If yes, does this grant require a match?	No
Is this grant onetime or ongoing?	N/A
Additional Comments:	Costs for change order is available within existing project budget.

**Legal Issues:**

Greeley Municipal Code 4.20.160 requires that change orders over 25% of the contract amount be referred to City Council for approval.

**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 change order as recommended,
2. Amend change order and approve as amended,
3. Deny change order, or
4. Continue item to a date specific.

**Council's Recommended Action:**

A motion to approve the change order.

**Attachments:**

Change Order #2





# CHANGE ORDER FORM

## Project Information

Change Order #:	2	Date:	September 11, 2020
Project Name:	Design Services for 20th Street, from 83rd Avenue to 90th Avenue		
Bid Number:	N/A	Dept/Division:	PW
Budget Unit #:	3120006006287052	PO #:	18001009
Project Manager:	Mike Maurer/Tom Hellen	Title:	Civil Engineer/City Engineer

## Contractor/Consultant Information

Contractor/Consultant:	JUB Engineers	Phone /Extension:	970-3773602
------------------------	---------------	-------------------	-------------

The CONTRACTOR/CONSULTANT is hereby directed to perform the WORK described in the CONTRACT for design/construction as amended by this CHANGE ORDER.

See attached 4 sheets with full explanation for the change order.

## Compensation to Contractor/Consultant

The original contract sum was:	\$332,187.00
The net change by previous change order was:	\$149,781.00
The contract sum prior to this change order was:	\$481,968.00
The contract sum will be: (See List) Increased	\$68,080.00
The new contract sum, including this change order is:	\$550,048.00
The contract time will be: (See List) Unchanged	
The new date for project completion is:	

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

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

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

## Signatures for Council (Council minutes need to be attached)

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

### Approved as to Substance

City Manager
Certification of Contract Funds Availability
Director of Finance
Purchasing Official

### Reviewed as to Legal Form

City Attorney
Departmental Certification
Department Director
Project Manager

## Certification of Content by Contractor/Consultant

Representative of Contractor/Consultant	Title

Additional Approval:

Budget Supervisor CPC Finance

Council approval is required for change orders > 25%. Council minutes need to be attached.  
Approval Level is City Manager based on cumulative change orders totalling \$217,861 for a total of 65.6%.



# CHANGE ORDER FORM



## Project Information

Change Order #:	<b>2</b>
Project Name:	<b>Design Services for 20th Street, from 83rd Avenue to 90th Avenue</b>
Date:	<b>9/11/2020</b>
Project Manager:	<b>Mike Maurer/Tom Hellen</b>

## Change Order Justification

Location	20th Street, between 83rd Avenue and 86th Avenue; more specifically the intersection of 20th Street and 83rd Avenue.
Summary of Change Order	Changes and new coordination efforts during the design phase along with additional assistance during construction resulted in ongoing costs in order to proceed with this project. Individual ongoing change orders would have been numerous that would have resulted in multiple City Council agenda items.
Why was this not in original contract?	JUB Engineers were originally contracted in 2015 for continuing design services for 20th Street from 71st Avenue to 90th Avenue in 5 phases. An exact scope of services for this design work was estimated but revisions in both design standards, ultimate design (roundabout vs traffic signal) and coordination with multiple outside utilities and other entities resulted in additions to the project scope.
Budget Impact/Funding	Additional funding was allocated through a budget transfer to allow for this change order.
Impact to project schedule	This Change Order has no impact on the project schedule. The project has received substantial completion.
Detailed Explanation	Attachment A outlines the additional services and costs provided by J U B Engineers for design for the 20th Street project, 83rd to 90th Avenues. These additiional services were unanticipated at the time the work scope was developed. The major impacts were requests from the Water Department for new connections, stormwater box culvert support change and consideration for a new non-potable water main; revising the irrigation control standard (saved in construction but required new design); extensive requests from both gas & oil pipeline companies as well as PVREA and Xcel during both design and construction; design of fiber conduits to meet the revised ordinance for arterial streets.



20<sup>th</sup> Street Design Additional Service Request

7/18/2019 Updated 1/17/2020

Summary

J-U-B exerted a large number of hours in a short amount of time in order to comply with the City of Greeley's request to get the 20<sup>th</sup> design complete and out to bid by May 2019. The pace of design was very fast and J-U-B had to call for help from other offices. During this time, the City of Greeley requested several additional designs from J-U-B, in addition several designs escalated in number of hours required over what was originally scoped. Due to the pace of design, neither J-U-B or the City had time to stop design/coordination long enough to prepare change order requests for these additional services. The scope below, along with the attach spreadsheet is a compilation if these additional services.

<b>Subtask</b>	<b>Scope of Services</b>	<b>Deliverables</b>	<b>Assumptions</b>
<b>1</b>	<b>Attend additional meetings</b>		
	Meeting Attendance <ul style="list-style-type: none"> <li>City – meeting for status update for 20<sup>th</sup> and 65<sup>th</sup> 03.12.2019</li> <li>Xcel – Site Meeting – 04.08.2019 – 20<sup>th</sup></li> <li>DCP – Site visit for utility coordination on 20<sup>th</sup> 04.16.2019</li> <li>Terracon Meeting – soil stabilization relating to 20<sup>th</sup> – 04.26.2019</li> <li>Atmos – Site visit for utility coordination on 20<sup>th</sup> 05.24.2019</li> <li>City – Pre-bid meeting for 20<sup>th</sup> – 05.28.2019</li> <li>Comcast – Site Meeting – 07.17.2019 – 20<sup>th</sup></li> </ul>	Meeting Minutes in some case	N/A
<b>2a – 2 d</b>	<b>Waterline additions (Minor)</b>		
	The Water department originally requested the addition of several waterline connection. J-U-B investigated these connections. It was later decided that only one connection in 83 <sup>rd</sup> Avenue would be completed. J-U-B added this connection to the construction documents.	New design sheets, added specification	N/A
<b>3</b>	<b>Water Line (Major)</b>		
	The Water Department requested the J-U-B analyze the possibility of installing a large diameter pipe in 83 <sup>rd</sup> Avenue through the 20 <sup>th</sup> intersection. Amber spent time analyzing existing conditions and laying out exhibits.	Exhibits	N/A
<b>4a-4c</b>	<b>Fiber Optics</b>		
	The City requested that J-U-B add a fiber optic design to our plans. This work required extensive coordination with the City in order to get details and information. We prepared a design and added it to the utility sheets and specification.	New designs, added specification	N/A



<b>Subtask</b>	<b>Scope of Services</b>	<b>Deliverables</b>	<b>Assumptions</b>
<b>5</b>	<b>Comcast and Storage Unit Coordination</b>		
	Amber worked with the owner of the storage units and coordinated the possible addition of a conduit to supply the owner with Comcast service. Extensive coordination was performed with Comcast and the owner. Site Visit with Comcast and the City.	N/A	N/A
<b>6</b>	<b>Streetlights coordination and added PVREA conduit</b>		
	Coordination with PVREA was extensive during the layout of the streetlights. J-U-B originally assumed that PVREA would not require this degree of assistance. J-U-B also designed a conduit system for PVREA which was not included in our scope.	New designs, added specification	N/A
<b>7</b>	<b>Additional XCEL &amp; PVREA coordination and designs</b>		
	Designs to avoid utilities was extensive on this project. This was especially true with XCEL and PVREA. These utility companies added pedestals and boxes after the original scope was prepared. Avoiding these required the addition of walls and other designs. In addition, the original design assumed that we would be able to avoid the large tower pole. However, the selected roundabout design required additional designs and coordination with XCEL.	New designs, sheets, added specification	N/A
<b>8</b>	<b>Irrigation Controller change (See Hines change order)</b>		
	The City decided to go with a different irrigation controller which resulted in addition design coordination. This work will also require Hines to submit a redesign. Please see Hines' attached scope and fee. This change will have a net reduction in cost to the City in material and maintenance but did/does require design effort.	New designs, sheets, added specification and the preparation of a change order to add the new design	N/A
<b>9</b>	<b>Additional Survey</b>		
	King Surveyors had to re-survey a portion of the project in order to pick up new utility cabinets and new fill which the City placed.	New base files from King	N/A
<b>10</b>	<b>Project placed on hold and start-up</b>		
	The design/construction schedule for the 20 <sup>th</sup> Street project changed at least once. This required J-U-B to put the project on hold, and then start it up again. This leads to inefficiencies and additional design coordination	N/A	N/A
<b>11</b>	<b>Multiple ROW and easement exhibits</b>		
	Several changes beyond the control of J-U-B resulted in multiple ROW and Easement production along with additional coordination.	Additional ROW exhibits.	N/A



<b>Subtask</b>	<b>Scope of Services</b>	<b>Deliverables</b>	<b>Assumptions</b>
12	<b>Additional Gas Company Coordination during design</b>		
	Amber far exceeded projected correspondence time with the gas companies during design. This additional coordination was needed, and expected by the utility companies.	N/A	N/A
13	<b>Additional Utility Coordination during Construction</b>		
	Similar to design, it is assumed that Amber will need to spend more hours during construction than originally assumed during scoping.	N/A	N/A
14	<b>Additional design at Box Culvert</b>		
	After the 30% design, J-U-B suggested that the design substructure for the box culvert over the waterlines be revised in order to save the City a lot of construction cost. The original design of supporting the culvert on piles was requested by the last manager of the Water Department. This change was approved by the City but resulted in some redesign.	Revised structural drawings.	N/A



20th St from 86th Ave. to 90th Ave (Phase 5)  
City of Greeley, Colorado  
J-U-B project No. 87-15-015

EXHIBIT B: Design Fee  
Prepared By: J-U-B Engineers  
17-Jan-20



Task Number	Task Description	Principal & QA/QC	Project Manager	Project Engineer	Engineer (EI 2)	Structural Engineer	Clerical	Total J-U-B Labor	Terracon Pinyon King Recon ACE	BHA Hines Clanton FTH	Task Total	Total
		\$180.00	\$142.00	\$130.00	\$102.00	\$170.00	\$68.00					
Project Start-Up and Management												
1	Additional meeting	8	24					\$4,848			\$4,848	
2	Water Line Additions (Minor)											
2a	Meeting City Eric and Jeff	6						\$1,080			\$1,080	
2b	Coordination	10	8	4				\$3,456			\$3,456	
2c	Design and plan production (2 Sheets)	4	8	8	24			\$5,344			\$5,344	
2d	Specifications	1	1					\$322			\$322	
3	Water Line Additions (Major)	2	12					\$2,064			\$2,064	
4	Fiber Optics											
4a	Coordination	2	8	8				\$2,536			\$2,536	
4b	Design and plan production		4	16	12			\$3,872			\$3,872	
4c	Specifications	2	2					\$644			\$644	
5	Comcast and Storage Unit Coordination	1	8	4				\$1,836			\$1,836	
6	Street Lights coordination and added PVREA conduit	2	4	8				\$1,968			\$1,968	
7	Additional XCEL & PVREA coordination and designs	2	16	30	24			\$8,980			\$8,980	
8	Irrigation Controller change (See Hines change order)	2	8	4				\$2,016		\$4,950	\$2,016	
9	Additional Survey		4	4	4			\$1,496	\$2,400		\$3,896	
10	Project placed on hold and start-up	4	16	16			6	\$5,480			\$5,486	
11	Multiple ROW and easement exhibits		12					\$1,704	\$1,000		\$2,704	
12	Additional Gas Company Coordination during design		50					\$7,100			\$7,100	
13	Additional Utility Coordination during Construction		12					\$1,704			\$1,704	
14	Additional design at Box Culvert	4			32	22		\$7,724	\$500		\$8,224	
Hour Subtotal:		50	197	102	96	22	6					\$68,080



# Council Agenda Summary

October 6, 2020

## **Agenda Item Number 21**

### **Title**

Pulled Consent Agenda Items



# Council Agenda Summary

October 6, 2020

## Agenda Item Number 22

Key Staff Contact: Andy McRoberts, Culture, Parks and Recreation Director, 970-350-9425

### Title:

Public hearing and final reading of an ordinance to adopt a new section of the Greeley Municipal Code, in order to establish allowances and regulations to activities within the City-managed natural areas and trail corridors.

### Summary:

The creation of the Natural Areas & Trails (NAT) division of the Culture, Parks, and Recreation Department in 2019 created a need for a new section of municipal code to delineate allowable and prohibited activities within the City's natural areas properties and off-street trail system. The proposed addition to the municipal code will provide the needed regulation of activities within the City-owned natural areas and trail corridors.

NAT staff and a sub-committee of the Parks & Recreation advisory board developed the code section in close consultation with the City Attorney's office. The Parks and Recreation Advisory Board unanimously recommended Council adoption of the code language at their regular meeting of August 7, 2020.

At the introduction of the Ordinance and draft language of this new Municipal Code chapter on September 22, 2020, there was discussion regarding Paragraph 13.40.4(q). The language in that paragraph has now been amended to read as approved at the September 22 meeting.

### Fiscal Impact:

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



### **Legal Issues:**

Consideration of this matter is a legislative process which includes the following public hearing steps:

- 1) City staff presentation (if requested)
- 2) Council questions of staff
- 3) Public input (hearing opened, testimony - up to three minutes per person, hearing closed)
- 4) Council discussion
- 5) Council decision

### **Other Issues and Considerations:**

### **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.

### **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

Exhibit A – Final (amended) Chapter language for Greeley Municipal Code



**CITY OF GREELEY, COLORADO**

**ORDINANCE NO. \_\_\_\_, 2020**

**AN ORDINANCE AMENDING THE GREELEY MUNICIPAL CODE TO ESTABLISH  
REGULATIONS REGARDING ACTIVITIES WITHIN THE CITY'S NATURAL AREAS  
AND OFF-STREET TRAILS SYSTEM**

WHEREAS, the Natural Areas & Trails Division of the Culture, Parks, and Recreation Department was created in 2019 to manage the natural areas and off-street trails system owned and managed by the City of Greeley;

WHEREAS, sensitive wildlife habitat and public access to the natural areas and trails create challenges for regulation and enforcement that balance the public's enjoyment and safety with mitigation of damage to the natural areas and trails from unsafe or destructive activities;

WHEREAS, no part of the Greeley Municipal Code has previously been dedicated to addressing activities within the natural areas and trails;

WHEREAS, sufficient written regulations applicable to the natural areas and trails are necessary so that City staff and law enforcement may prevent unsafe, destructive, or otherwise problematic activities;

WHEREAS, the Parks, Trails and Open Lands Master Plan (2016) recommended additional education and enforcement on issues such as trespassing, illegal dumping, and encroachments; and

WHEREAS, the attached Exhibit A was developed by City staff in conjunction with the City's Parks & Recreation Advisory Board, who, on August 7, 2020, unanimously recommended Exhibit A be presented to and adopted by City Council.

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

Section 1. Chapter 13.40 of the Greeley Municipal Code shall be created by the addition of the provisions shown on Exhibit A, attached hereto and incorporated herein.

Section 2. Except as modified by Exhibit A, all other provisions of Chapter 13.40 of the Greeley Municipal Code shall remain in full force and effect.

Section 3. This ordinance shall become effective five (5) days after its final publication as provided by provided by Section 3-16 of the Greeley City Charter.



PASSED AND ADOPTED, SIGNED, AND APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_\_,  
2020.

ATTEST:

CITY OF GREELEY, COLORADO

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor



## Draft Greeley Municipal Code – Chapter 13.40

### 13.40.1 Purpose and intent.

This Chapter of the Code establishes standards for conduct by the public within City-designated natural areas and trails. The requirements and prohibitions of this Article shall not apply to emergency services, law enforcement operations, City personnel, or other entities in a formal relationship with, and at the direction of the City.

### 13.40.2 Closed hours.

All City-designated natural areas and trails shall be closed to the public from sixty (60) minutes after sunset to sixty (60) minutes before sunrise each day.

### 13.40.3 Definitions

When used in this Chapter, the following words have the meanings ascribed to them below:

*Animal* is defined in Section 7.04.020 of this Code.

*Bicycle* is defined in Section 11.01.102 of this Code.

*Drone* means an aircraft that is operated without the possibility of direct human intervention from within or on the aircraft and is also known as an unmanned aircraft system (UAS).

*Electric scooter* is defined in C.R.S. §42-1-102(28.8) and adopted herein.

*Electrical assisted bicycle* is defined in C.R.S. §42-1-102(28.5), adopted herein, and requires electrical assisted bicycles to conform to one of three classes as follows:

- (a) “Class 1 electrical assisted bicycle” means an electrical assisted bicycle equipped with a motor that provides assistance only when the rider is pedaling and that ceases to provide assistance when the bicycle reaches a speed of twenty miles per hour.
- (b) “Class 2 electrical assisted bicycle” means an electrical assisted bicycle equipped with a motor that provides assistance regardless of whether the rider is pedaling but ceases to provide assistance when the bicycle reaches a speed of twenty miles per hour.
- (c) “Class 3 electrical assisted bicycle” means an electrical assisted bicycle equipped with a motor that provides assistance only when the rider is pedaling and that ceases to provide assistance when the bicycle reaches a speed of twenty-eight miles per hour.

*Engine* means a device that consumes fuel as its energy source, changing the chemical composition of the energy source.

*Group event* means an organized athletic event, festival, or other activity that is planned or reasonably expected to include ten (10) or more persons, that will include activities other than those expressly authorized in a particular area, and that is reasonably expected by the City to:



## EXHIBIT A

- 1) Obstruct, delay, or interfere with the normal use of a natural area or trail, or facilities located therein;
- 2) Present a risk of negative impact to animal or plant life, or the local ecology; or
- 3) Last more than two (2) hours.

*Hazardous pollutants* and *hazardous waste* are defined in Section 14.16.020 of this Code.

*Incidental trash* means discarded items including packaging, reasonably and actually used or consumed in the course of appropriate use of a natural area or trail. *Incidental trash* does not mean hazardous pollutants, hazardous waste, or other waste.

*Livestock* means cattle, horses, donkeys, mules, bison, goats, sheep, and pigs.

*Motor* means a device driven by electricity, air, or hydraulic pressure without changing the chemical composition of its energy source.

*Natural area* means an area under City management so designated by City-posted signs or by City-issued maps, whether within or outside the City limits.

*Trail* means a trail under City management, whether paved or unpaved, maintained or unmaintained, so designated by City-posted signs or by City-issued maps, whether within or outside the City limits. A *trail* is not a bike path or a pedestrian path as those terms are used elsewhere in this Code.

*Waste* means solid or liquid refuse, whether organic or inorganic, such as trash, garbage, debris or litter, rocks or dirt, cremains, animal carcasses, offal or manure, paper, ashes, cardboard, cans, yard clippings, tree limbs, glass, rags, clothing of any kind, or any other discarded object.

*Wild animal* is defined in Section 7.04.200 of this Code.

*Wild bird* is defined in Section 7.04.210 of this Code.

### 13.40.4 Prohibited activities.

The Greeley Municipal Code, not limited to those chapters specifically referenced in (x) below, in addition to federal and state laws, especially the regulations of the Colorado Parks and Wildlife (CPW), shall apply within City-designated natural areas and trails.

In a City-designated natural area or trail it shall be a violation of this Chapter to:

- (a) Engage in conduct prohibited by the following parts of this Code:
  - Chapter 7.08 regarding animals.
  - Chapter 9.24 regarding noise.
  - Chapter 9.44 regarding smoking in public places.
  - Chapter 10.36 regarding weapons.



## EXHIBIT A

- (b) Engage in any careless or reckless behavior or activity that constitutes a hazard to one's safety or to the safety of other users.
- (c) Travel off designated trails unless City-posted signs allow travel off-trail.
- (d) Conduct or participate in a Group event without a City-issued permit.
- (e) Remove, destroy, mutilate, modify, or deface a building, structure, device, fence, gate, sign, survey, marker, or any other object.
- (f) Enter a natural area during closed hours except with a City-issued permit.
- (g) Discard, dispose, dump, or release any waste or hazardous substances. Disposal of incidental trash in City-designated receptacles is allowed.
- (h) Possess any glass beverage container whatsoever, except during clean-up activities sponsored and/or permitted by the City.
- (i) Enter in or upon any waters, including ice, or allow or direct an animal under one's care or control to do so, including by swimming, fishing, or boating, except where City-posted signs allow such activity.
- (j) Drive, hit, or throw golf balls within, into, or onto a natural area or trail.
- (k) Use a ball, kite, flying disc, or boomerang, except where City-posted signs allow such activity.
- (l) Operate an engine-powered vehicle or other conveyance.
- (m) Fish, except where City-posted signs allow fishing and only with a valid CPW-issued fishing license and in compliance with CPW regulations.
- (n) Operate any motor-driven miniature, toy, or model vehicle.
- (o) Operate or allow to be operated, a drone or other UAS within, into, onto or over a natural area or trail unless allowed by a federal or state regulation.
- (p) Operate a Class 3 electrical assisted bicycle.
- (q) Operate a skateboard, rollerblades, roller-skates, scooter, electric scooter, bicycle, or electrical assisted bicycle (Class 1 and Class 2) where City-posted signs prohibit such activity.
- (r) Park any wheeled vehicle in such a manner as to create a hazard, obstruct vehicular or pedestrian traffic, or damage natural resources.
- (s) Allow livestock to graze, except with a valid City-issued grazing lease.



## EXHIBIT A

- (t) Harass (whether or not the harassment results in injury), attempt to injure, or kill a wild animal or wild bird, or allow an animal under one's control to do so.
- (u) Feed wild animals or wild birds.
- (v) Ride and/or lead livestock, except where City-posted signs allow such activity.
- (w) Construct, place or maintain any kind of road, trail, fence, enclosure, landscaping material, fixed hardware, communication equipment, or any other structures.
- (x) Remove, disturb, or damage any archaeological, geological, or paleontological materials.
- (y) Apply herbicide or pesticide.
- (z) Cut or remove trees or shrubs, or mow or trim vegetation, unless they are encroaching upon private property (and then only to remove the portion on private property).
- (aa) Plant any plant species, except during planting activities sponsored and/or permitted by the City.
- (bb) Collect or remove seeds, plants or cuttings of trees, shrubs, vines, grasses, wildflowers or other plants, and any wildlife species, or otherwise remove the same.
- (cc) Release or otherwise introduce an insect, bird, or other animal not native to the local ecosystem.

### 13.40.5 Violations

Unless stated otherwise in this Code, conduct prohibited by this Chapter shall be punishable as a misdemeanor infraction pursuant to Chapter 1.33 of the Code.

### 13.40.6 Activities allowed with City-issued permit.

Certain activities, otherwise prohibited by this Chapter, may be allowed if a permit is first issued by the City through the Culture, Parks and Recreation Department. Instructions for permit application are available at the Natural Areas & Trails office and on the Division's webpage. Examples of activities allowed after first obtaining a City-issued permit may include Group events, entering a natural area to access an adjacent property, entering a natural area during closed hours for an approved activity, and other uses as deemed appropriate by the City.



# Council Agenda Summary

October 6, 2020

## Agenda Item Number 23

Key Staff Contact: Robert Miller, Interim Finance Director, 350-9735

### Title:

Public hearing and introduction and first reading of an ordinance adopting the Budget for 2021

### Summary:

This ordinance authorizes the appropriations for the fiscal year 2021 (January 1, 2021 through December 31, 2021).

A public hearing will be held prior to introduction of the ordinance and another public hearing will be held prior to the final adoption of the ordinance on October 20, 2020.

### Fiscal Impact:

Does this item create a fiscal impact on the City of Greeley?	Yes
If yes, what is the initial, or, onetime impact?	\$ 413,969,716
What is the annual impact?	None
What fund of the City will provide Funding?	All Funds
What is the source of revenue within the fund?	All Sources
Is there grant funding for this item?	Yes
If yes, does this grant require a match?	Yes
Is this grant onetime or ongoing?	Onetime & Ongoing
Additional Comments:	

### Legal Issues:

Consideration of this matter is a legislative process which includes the following public hearing steps:

- 1) City staff presentation (if requested)
- 2) Council questions of staff
- 3) Public input (hearing opened, testimony - up to three minutes per person, hearing closed)
- 4) Council discussion
- 5) Council decision

### Other Issues and Considerations:

Based upon input from the public hearing, the budget ordinance can be amended prior to final adoption.



**Applicable Council Priority and Goal:**

*Applies to All Priorities and Goals*

**Decision Options:**

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

**Council's Recommended Action:**

A motion to introduce the ordinance and schedule the public hearing and final reading for October 20, 2020.

**Attachments:**

Ordinance  
2021 Budget at a Glance  
PowerPoint Presentation



**THE CITY OF GREELEY**  
**ORDINANCE NO.\_\_\_\_, 2020**

AN ORDINANCE ADOPTING THE BUDGET FOR 2021 AND MAKING APPROPRIATIONS FOR 2021.

**WHEREAS**, by virtue of the provisions contained in the Greeley Charter Sections 3-15 and 5-15 of the City of Greeley, Colorado, the City Council is required to adopt each annual budget and make the necessary appropriations by Ordinance; and

**WHEREAS**, the City Manager has submitted to the City Council the proposed budget in accordance with Section 5-12 of the Greeley Charter; and

**WHEREAS**, the City Council of Greeley, Colorado, on October 20, 2020, held a public hearing in accordance with Section 5-13 of the Greeley Charter on said proposed budget, after first giving proper notice of said public hearing.

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

**Section 1.** There is hereby adopted and approved for fiscal 2021 (January 1, 2021 to December 31, 2021) an annual budget, which consists of a document designated as such and a tax levy of 11.274 mills.

**Section 2.** The annual budget for the year 2021, as adopted and approved, shall be on file in the City Clerk's office for public inspection during office hours of such office for the entire year of 2021:

**Section 3.** There are hereby appropriated from the General Fund for fiscal year 2021 the following amounts:

<b>Fund Description</b>	<b>Amount</b>	<b>Transfers</b>	<b>Total</b>
General (001)	101,469,977	8,276,946	109,746,923

**Section 4.** There are hereby appropriated from the Special Revenue Funds for fiscal year 2021 the following amounts:

<b>Fund Description</b>	<b>Amount</b>	<b>Transfers</b>	<b>Total</b>
Convention & Visitors (102)	152,250	569,700	721,950
Community Development (103)	841,549	-	841,549
Streets & Roads (104)	10,693,645	-	10,693,645
Conservation Trust (105)	2,250	962,719	964,969
Sales & Use Tax (106)	-	79,450,782	79,450,782
Designated Revenue (108)	224,916	2,821,728	3,046,644
Conference Center Development (110)	728,000	-	728,000
Downtown Development Authority TIF (111)	325,000	210,000	535,000
Museum (602)	250	-	250
Senior Citizen (604)	50	-	50
Senior Center Clubs (606)	21,675	-	21,675
Community Memorials (607)	1,095	-	1,095



**Section 5.** There are hereby appropriated from the Debt Service Funds for fiscal year 2021 the following amounts:

<b>Fund Description</b>	<b>Amount</b>	<b>Transfers</b>	<b>Total</b>
General Debt Service (200)	6,618,316	-	6,618,316

**Section 6.** There are hereby appropriated from the Capital Projects Funds for fiscal year 2021 the following amounts:

<b>Fund Description</b>	<b>Amount</b>	<b>Transfers</b>	<b>Total</b>
Public Improvement (301)	375,000	-	375,000
Public Art (303)	251,087	-	251,087
Food Tax (304)	5,506,888	2,700,000	8,206,888
Softball Improvement (305)	175	-	175
Fire Equip & Acquisition Replacement (306)	1,308,083	205,611	1,513,694
Fire Protection Development (307)	2,600	-	2,600
Police Development (308)	260,950	-	260,950
Island Grove Development (309)	95,175	-	95,175
Transportation Development (312)	8,845,613	34,970	8,880,583
Park Development (314)	500	2,186,643	2,187,143
Trails Development (316)	207,000	2,000	209,000
Quality of Life/Imagine Greeley (318)	3,692,142	954,168	4,646,310
FASTER (320)	600,700	-	600,700
Keep Greeley Moving (321)	10,237,018	3,600,000	13,837,018
2016 City Center (322)	5,000	-	5,000

**Section 7.** There are hereby appropriated from the Permanent Funds for fiscal year 2021 the following amounts:

<b>Fund Description</b>	<b>Amount</b>	<b>Transfers</b>	<b>Total</b>
Cemetery Endowment (601)	1,000	46,536	47,536
Petriken Memorial (603)	10	-	10
Memorials (605)	700	-	700



**Section 8.** There are hereby appropriated from the Enterprise Funds for fiscal year 2021 the following amounts:

<b>Fund Description</b>	<b>Amount</b>	<b>Transfers</b>	<b>Total</b>
Sewer (401)	6,943,892	682,154	7,626,046
Sewer Construction (402)	883,270	138,474	1,021,744
Sewer Capital Replacement (403)	41,755,276	-	41,755,276
Water (404)	19,188,373	2,306,273	21,494,646
Water Construction (405)	5,647,500	168,037	5,815,537
Water Capital Replacement (406)	18,178,612	49,510	18,228,122
Water Rights Acquisition (407)	9,430,733	-	9,430,733
Cemetery (408)	640,662	-	640,662
Municipal Golf Courses (409)	1,900,783	3,000	1,903,783
Downtown Parking (410)	331,620	-	331,620
Stormwater (411)	2,562,527	272,605	2,835,132
Stormwater Construction (412)	973,529	278,502	1,252,031
Stormwater Replacement (413)	1,791,246	-	1,791,246
Sewer Debt Service (420)	1,375,244	-	1,375,244
Water Debt Service (421)	10,886,381	-	10,886,381
Stormwater Debt Service (422)	548,550	-	548,550

**Section 9.** There are hereby appropriated from the Internal Service Funds for fiscal year 2021 the following amounts:

<b>Fund Description</b>	<b>Amount</b>	<b>Transfers</b>	<b>Total</b>
Equipment Maintenance (502)	2,893,597	-	2,893,597
Information Technology (503)	6,114,474	-	6,114,474
Health (504)	16,551,575	-	16,551,575
Workers' Compensation (505)	1,722,799	-	1,722,799
Communications (506)	204,200	-	204,200
Liability (507)	2,670,904	-	2,670,904
Fleet Replacement (512)	1,804,228	-	1,804,228
Information Technology Acquisition (513)	80,769	500,000	580,769

**Section 10.** The appropriation made by this ordinance includes \$307,549,358 for expenditures and \$106,420,358 for transfers resulting in a total of \$413,969,716.

**Section 11.** The City Council finds that all appropriations from the Public Art Reserve Accounts within the Water, Sewer, and Stormwater Utilities Enterprise Funds for the Public Art Program do provide a betterment to those utilities, and the City Council further determines that the acquisition and lease of works of art, and maintenance, repair, and display of works of art, supports specific utility purposes beneficial to the ratepayers of such utilities.



**Section 12.** This ordinance shall become effective five (5) days after its final publication as provided in Sections 3-16 and 3-17 of the Greeley Charter.

PASSED AND ADOPTED, SIGNED AND APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2020.

ATTEST:

\_\_\_\_\_  
City Clerk

THE CITY OF GREELEY

BY \_\_\_\_\_  
Mayor





# BUDGET AT A GLANCE

# 2021

**\$4.5  
Million**

Supplemental  
Requests

**964.25**

Full Time Employees

## Revenues

\$283.4  
Million

## Expenditures

\$266.8  
Million

## Transfers

\$119.5  
Million

### 2019 Actuals

\$271.3  
Million

\$470.4  
Million

\$119.9  
Million

### 2020 Revised Budget

**\$332.0  
Million**

**\$307.5  
Million**

**\$106.4  
Million**

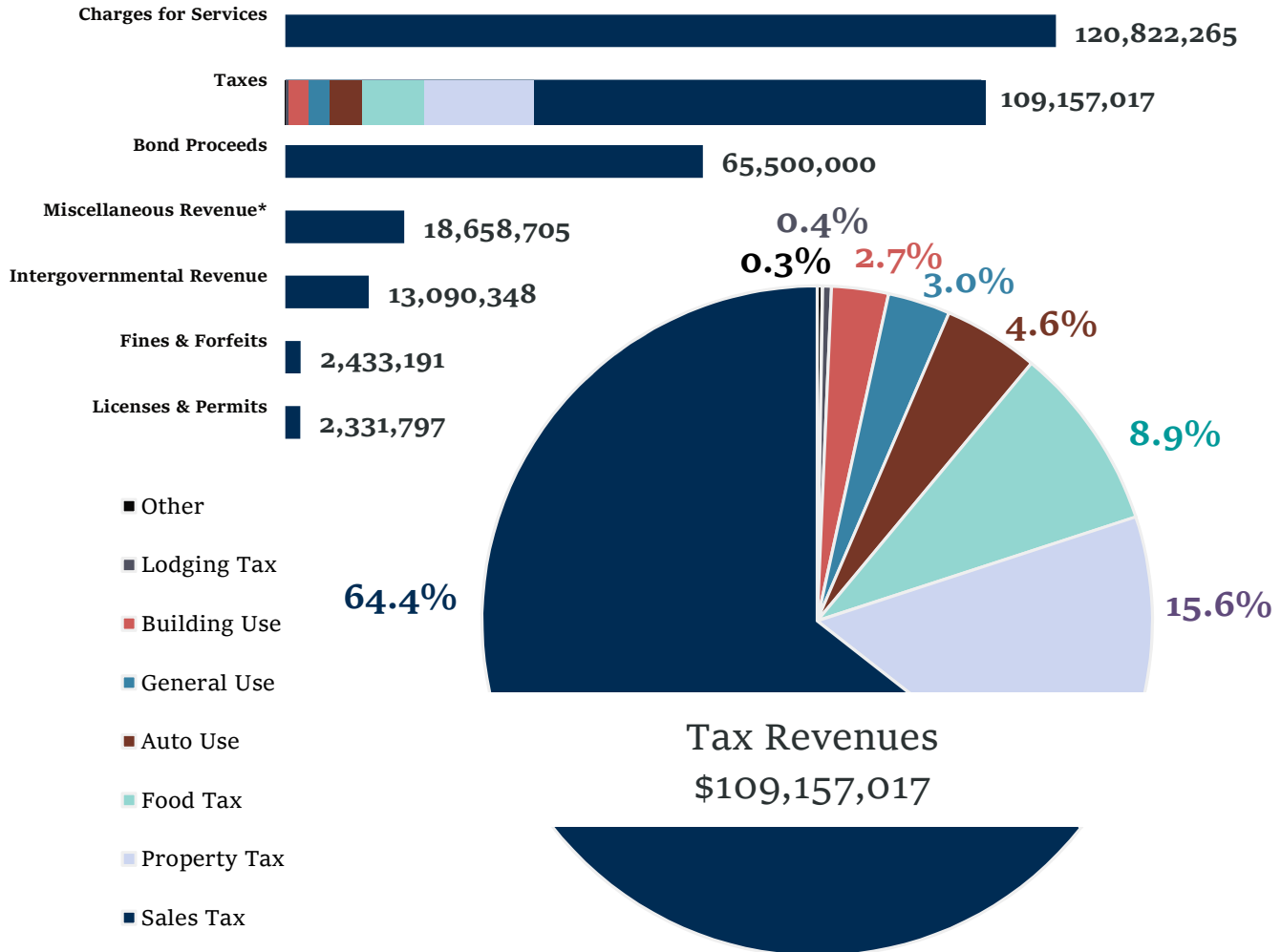
### 2021 Proposed Budget



# • RESOURCES •

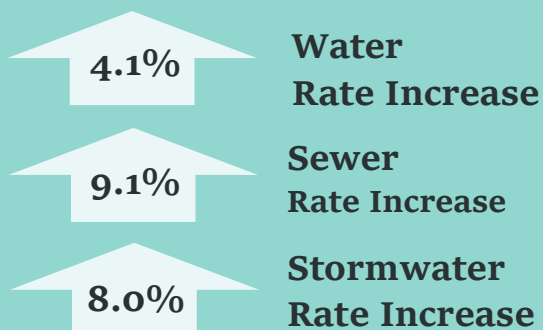
**Total Resources:**  
**\$331,993,323**  
 Excludes Transfers

## Projected 2021 Resources (Excluding Transfers)



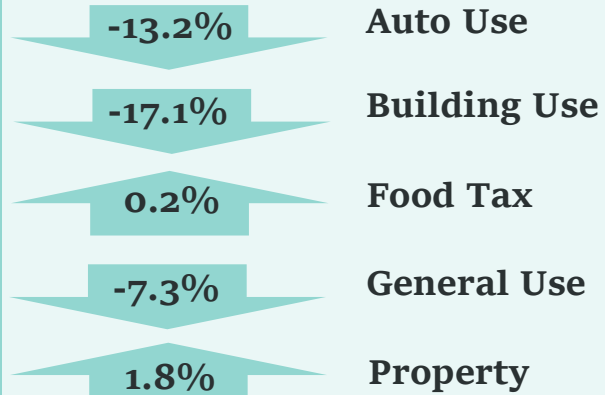
\* Miscellaneous: Checking/Investments/Loan Interest, Loan Principal, Rents From Land/Equipment/Facilities, Royalties, Depreciation, Photocopies, Lien Fees, Refund Of Expenditures, Purchasing Card Rebate, Private Contribution, Sales Of Fixed/City Assets, Insurance Recoveries, and Damages Recovered.

## Consumer Utility Rate Increases



## Budget % Change

From 2020 End of Year Budget Estimates

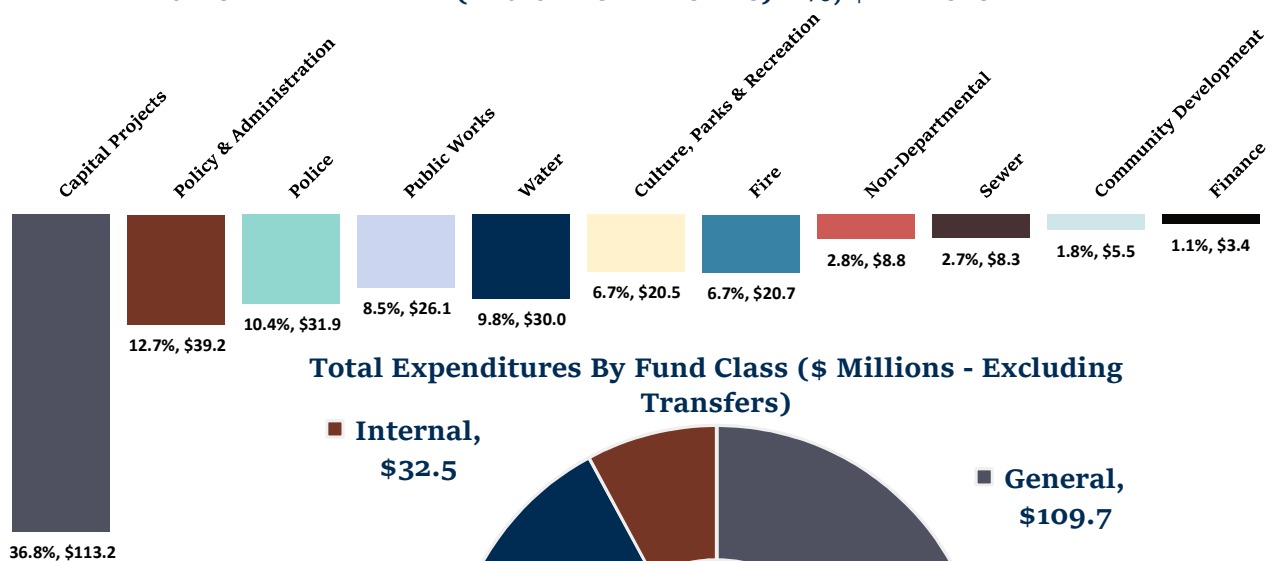




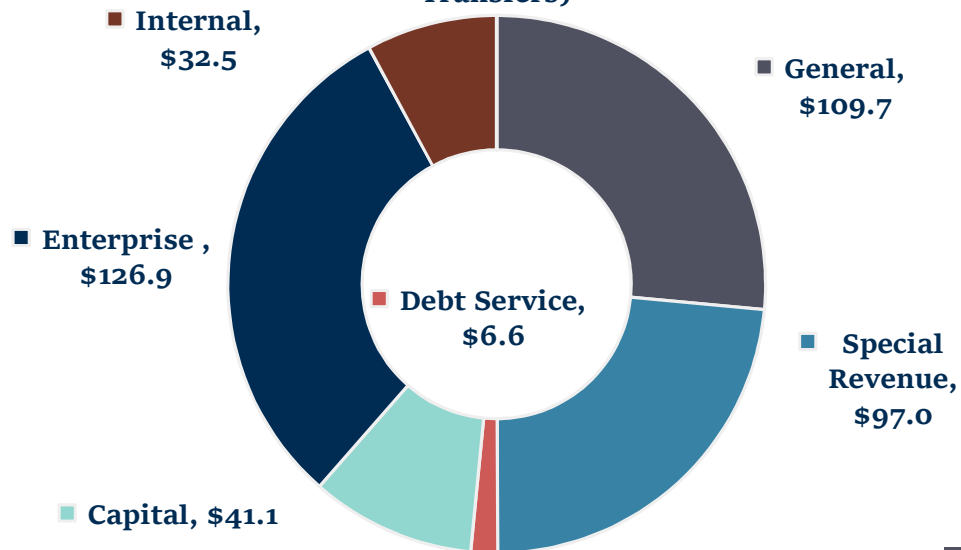
**Total Expenditures:**  
**\$307,549,358**  
 Excludes Transfers

# • EXPENDITURES •

## 2021 EXPENDITURES BY DEPARTMENT (EXCLUDING TRANSFERS) - %, \$MILLIONS



## Total Expenditures By Fund Class (\$ Millions - Excluding Transfers)



## Allocation of Tax Resources

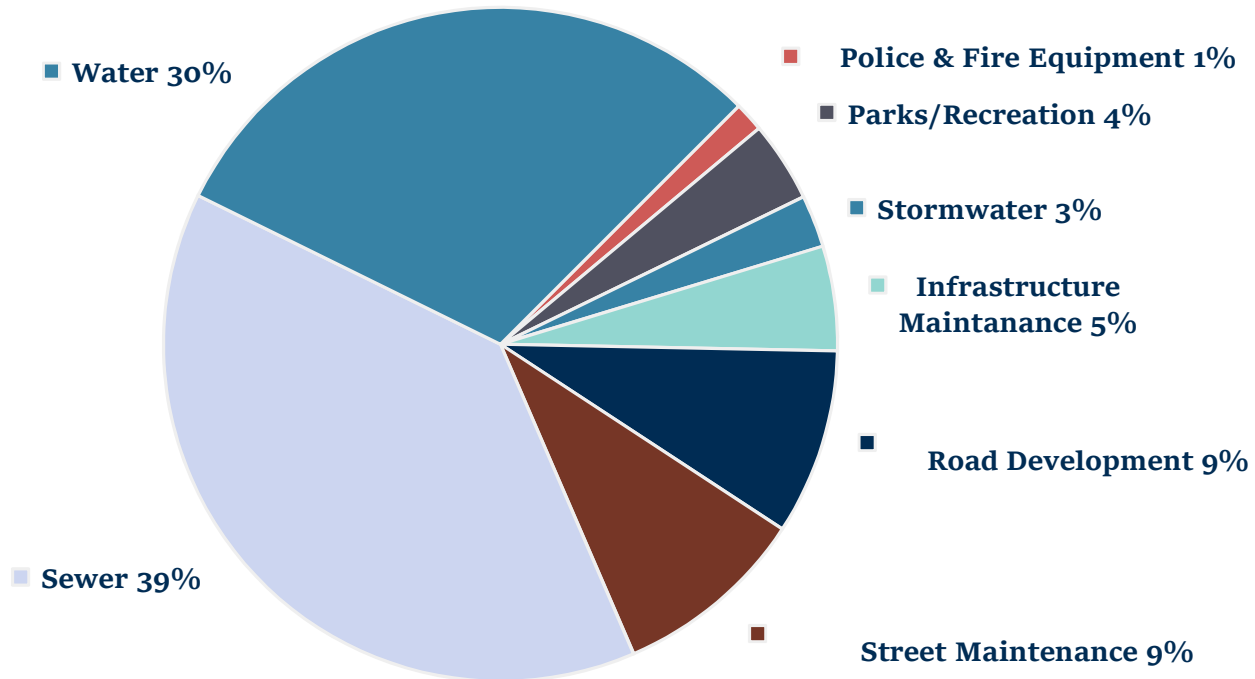
General Operating (3%, Property Tax, & Other Taxes)	71.0%	\$ 77,538,231
Keep Greeley Moving (.65% Streets)	11.2%	12,185,069
Capital Maintenance Program (3% Food Tax)	7.7%	8,450,626
Quality of Life/Imagine Greeley Capital Projects (.30%)	6.3%	6,853,334
Public Safety (.16% Fire & Police)	3.3%	3,655,111
Image Campaign (Greeley Unexpected, 3% Lodging)	0.4%	474,646
<b>TOTAL</b>	<b>100.0%</b>	<b>\$ 109,157,017</b>

\*Policy & Administration Includes: City Attorney, City Clerk, City Manager, Communication Services, Economic Health & Housing, Human Resources, Information Technology, and Municipal Court.



# CAPITAL IMPROVEMENT PROJECTS

**Total 2021 Capital  
Improvement  
Expenditures:**  
**\$110,048,097**  
Excludes Transfers



## PROJECTS

Exceeding \$5 Million (excluding transfers)





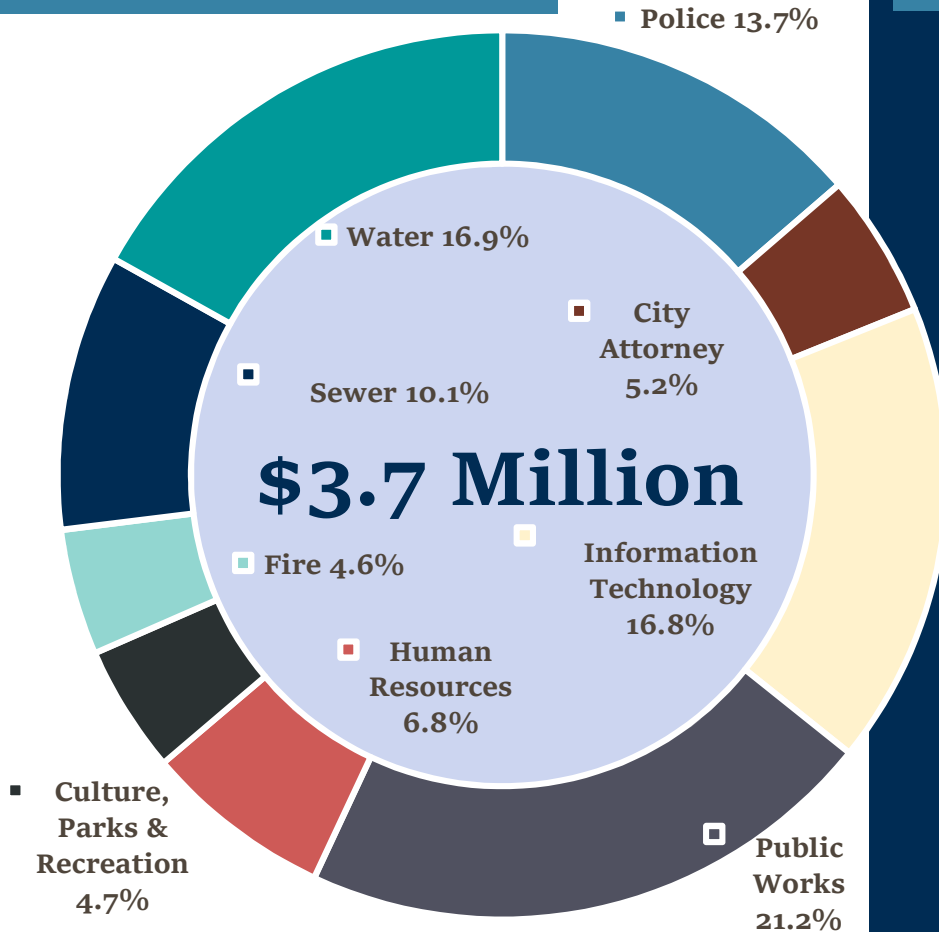
# • Total Additions •

## Ongoing Supplementals

## One Time Requests

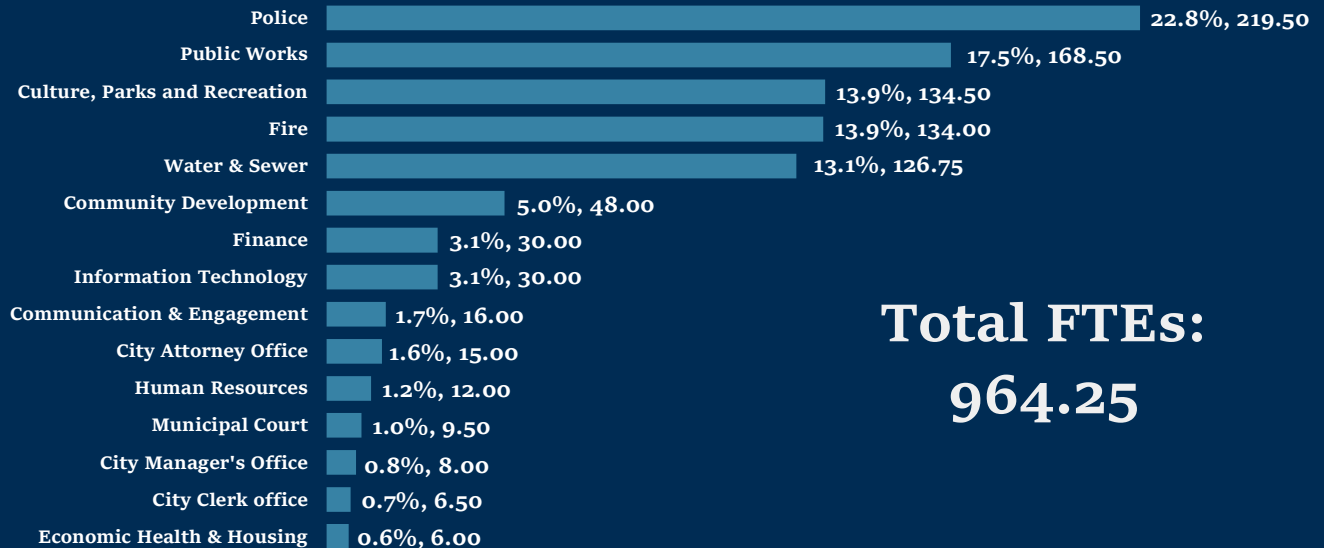
**\$835,000**

- University of Northern Colorado: 16th Street (\$400,000)
- Culture, Parks & Recreation Assessment (\$200,000)
- Organizational Staffing Review & Assessment (\$140,000)
- Water Conservation Van (\$45,000)
- Finance Internal Controls Assessment (\$50,000)



## Full-Time Equivalent (FTE) Distribution

Total FTEs: 964.25



**Total FTEs:  
964.25**



# 2021

## BUDGET AT A GLANCE



### COUNCIL MEMBERS

**MAYOR • JOHN GATES**

**WARD I • TOMMY BUTLER**

**WARD II • BRETT PAYTON**

**WARD III • MICHAEL FITZSIMMONS**

**WARD IV • DALE HALL**

**AT LARGE • KRISTIN ZASADA**

**AT LARGE • ED CLARK**

Date	Presentation
------	--------------

August 21	Proposed 2021-2025 Capital Improvement Plan Presentations & Document Distributed to Council
August 25	Presentation of Revenue Assumptions to City Council & Budget Overview
August 25	Capital Improvement Plan: Capital Funds (300's), Water, Sewer, & Stormwater
September 4	Proposed 2021 Budget Document Distributed to Council
September 8	Proposed 2021 Budget Presentations to Council
September 22	Proposed 2021 Budget Presentations to Council, Continued
October 6	Public Hearing, First Reading of 2021 Budget Ordinance
October 13	Additional Time to Review Requests
October 20	Public Hearing and Final Adoption of the 2021 Budget & Mil Levy

### ADDITIONAL BUDGET DOCUMENTATION AVAILABLE:

[GREELEYGOV.COM/GOVERNMENT/FINANCE/BUDGET](http://GREELEYGOV.COM/GOVERNMENT/FINANCE/BUDGET)

- **BIENNIAL/ANNUAL BUDGET BOOKS**
- **CAPITAL IMPROVEMENT PLANS**
- **FEE DIRECTORY**
- **REVENUE ESTIMATES**
- **REVENUE MANUALS**

For more information, please contact:

**Robert Miller**  
• Interim Finance Director •  
• 970-350-9735 •  
• [robert.miller@greeleygov.com](mailto:robert.miller@greeleygov.com) •

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**Brandon Garza**  
• Financial Analyst •  
• 970-350-9769 •  
• [brandon.garza@greeleygov.com](mailto:brandon.garza@greeleygov.com) •



**October 6<sup>th</sup>, 2020**

Robert Miller | Interim Finance Director

# 2021 Budget Public Hearing





# 2021 Budget Schedule

Date	Presentation
August 21	Proposed 2021-2025 Capital Improvement Plan Presentations & Document Distributed to Council
August 25	Presentation of Revenue Assumptions to City Council & Budget Overview
August 25	Capital Improvement Plan: Capital Funds (300s), Water, Sewer, & Stormwater
September 4	Proposed 2021 Budget Document Distributed to Council
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September 22	Proposed 2021 Budget Presentations to Council, Continued
<b>October 6</b>	<b>Public Hearing, First Reading of 2021 Budget Ordinance</b>
October 13	Additional Time to Review Requests – If Necessary
October 20	Public Hearing and Final Adoption of the 2021 Budget & Mil Levy



# Public Hearing

- Council Priorities
- 3 R's
- 2021 Resources
- 2021 Expenditures
  - Summary
  - By Department
  - Reductions & Investments
- Capital Projects
- Utility Rate Changes
- Reserves



# City Council Priorities



**Greeley Water: History, Heritage, Innovation**

**Leadership in Educational Excellence**

**A Dynamic and Resilient Economy**

**Your Home is Here**

**Greeley on the Move: Ample, Easy, Connected**

**We are Greeley Proud**

**We are One**

**Operational Excellence**



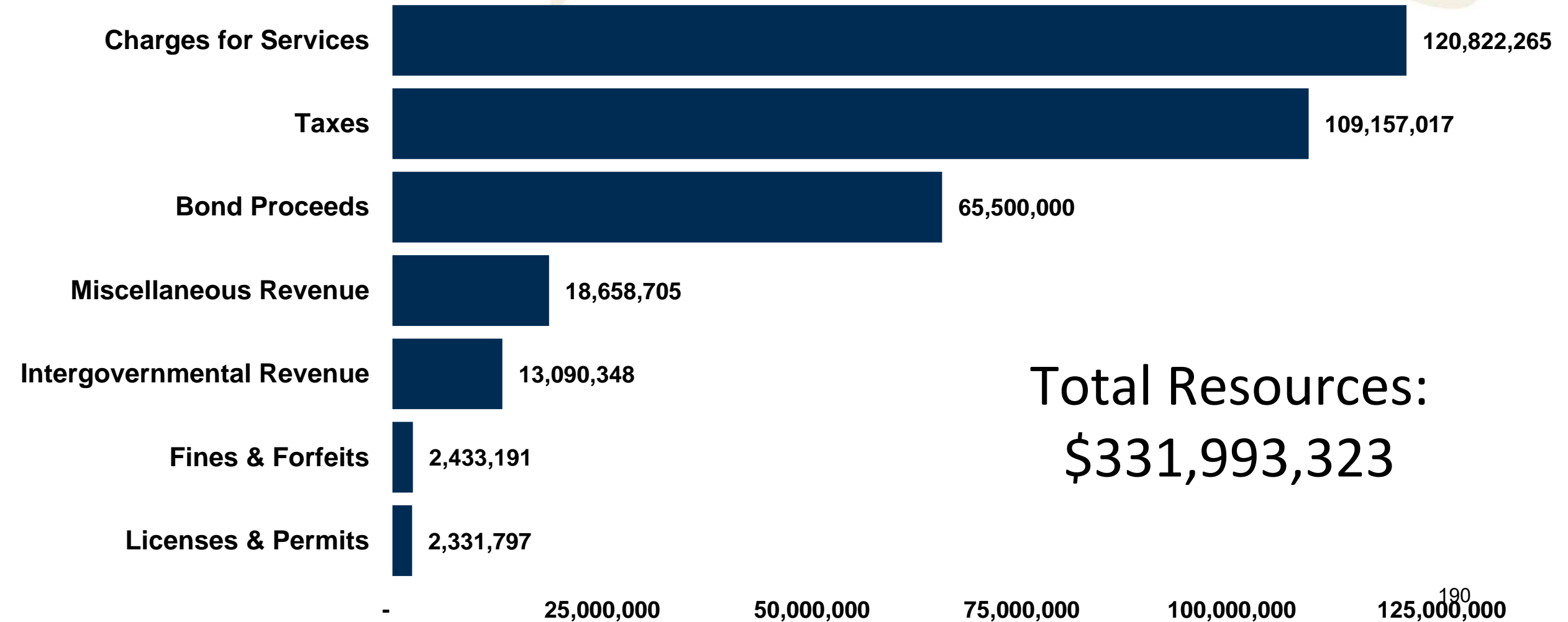
# Developing the 2021 Budget (3 R's)

- Developed Options (**Responsive**)
  - Scenarios A, B, C for 5 years
  - Forecast by Each Revenue Stream
- Created an Initial 2021 Budget (**Responsible**)
  - Desired Services
  - Strategic Planning
- Ability to Modify after Adoption (**Resilient**)
  - Adapt to Current Information & Situations
  - Apply Levers or Service Levels
    - Move Up or Down – Resources & Expenditures
  - Ability to Invest in the Future
  - Reserves Available



# 2021 Resources

(Excluding Transfers)





# 2021 Budget

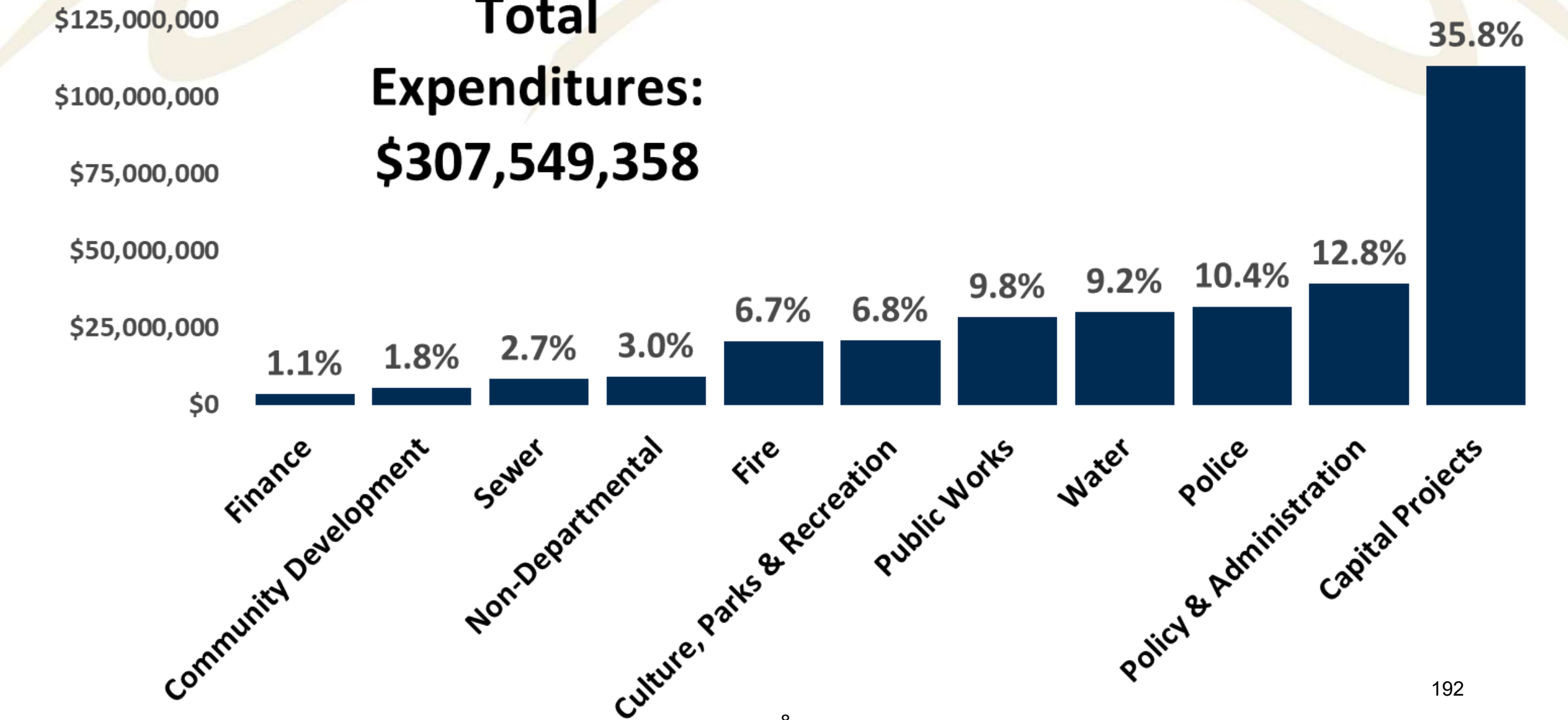
Expenditures:	\$ 307,549,358
Transfers Between Funds:	106,420,358
<b>Total Appropriation:</b>	<b>\$ 413,969,716</b>



# 2021 Expenditures By Department

(Excluding Transfers)

**Total  
Expenditures:  
\$307,549,358**





# Reductions

## Facility Hourly Reductions, Reopenings, and Closures:

Family FunPlex, Ice Haus & Rodarte Center, Greeley Recreation Center – Reduced Hours

Active Adult Center – Opening March, 2021

Greeley Museums: Centennial Village – Open Spring, 2021; White-Plumb Farm – Closed; Remaining Facilities – Reduced Hours

Union Colony Civic Center – Normal Operations Fall 2021

## Operational and Position Savings/Reductions

2021

Culture, Parks and Recreation: Service Reductions - 6.5 FTEs

\$1,950,699

Public Works: 2 FTEs

205,406

Economic Health & Housing: Agency Contracts - 1 FTE

198,453

City Manager's Office: Programs

158,000

Municipal Court: 1 FTE

80,059

Community Development: 1 FTE

62,751

Human Resources: Worker's Compensation Contract

30,000

Finance: 0.5 FTE

25,000

**Total**

<sup>193</sup>  
**\$2,710,368**



# Investments

Strategic Initiatives/Investments	2021
<b>Assessments &amp; Positions:</b> CPRD, PW, HR, Finance	\$1,384,890
<b>Water &amp; Sewer:</b> Operations, Assessment, Positions, Maintenance, Vehicle	1,171,184
<b>Police:</b> Liability Insurance, Attorney, Contract Services	691,749
<b>Information Technology:</b> Office 365, Remote Environment Enhancements	615,243
<b>Project Design:</b> University of Northern Colorado, 16 <sup>th</sup> Street	400,000
<b>Fire:</b> Lexipol, Office of Emergency Management	167,725
<b>Culture, Parks &amp; Recreation:</b> Emerald Ash Borer Management	60,150
<b>Total</b>	<b>\$4,490,941</b>



# 2021 Major Capital Fund Highlights

(Excluding Transfers)

Description	2021
Sewer Capital Replacement	\$41,755,276
Water Capital Replacement	18,228,122
Keep Greeley Moving	13,837,018
Water Rights Acquisition	9,430,733
Transportation Development	8,880,583
Food Tax	8,206,888
Water Construction	5,815,537
Quality of Life	4,646,310
Stormwater Replacement	1,791,246
Fire Equip & Acquisition Replacement	1,513,694
Stormwater Construction	1,252,031
Sewer Construction	1,021,744



# 2021 Capital Project Highlights

Projects Greater than \$2.0 Million (excluding transfers)

Project	Fund	2021
Nitrification Project Phase 2	Sewer Capital Replacement	\$ 33,987,000
Future Water Acquisition - Phase II	Water Rights Acquisition	8,979,000
35th Avenue Road Widening: 4th Street to "F" St.	Transportation Development	7,458,413
Overlay & Striping	Keep Greeley Moving	5,589,818
Water and Sewer Facilities Program	Water Capital Replacement	4,951,000
WTRF Primary Treatment Phase 2	Sewer Capital Replacement	2,660,000
Transmission System Rehabilitation	Water Capital Replacement	2,550,000
Centennial Park Improvements	Quality of Life/Imagine Greeley	2,200,000
Terry Ranch Water Development	Water Construction	2,000,000



# 2021 Utility Rate Changes

2021 Monthly Average  
Single Family Utility Bill



\$0.76 Stormwater

\$1.93 Sewer

\$2.69 Water

**\$5.38 Overall**



# Available General Fund Reserves

Overall Contingency Resources		
Carryover Funds from 2020 in General Fund	\$	9,720,456
Other Resources		17,698,698
Required 2 Month Reserves in General Fund		18,180,082
<b>Total Contingency Resources</b>	<b>\$</b>	<b>45,599,236</b>



# 2021 Budget Summary

- Meets Charter Requirements
- Recommends Additional Expenditures
- Recommends Utility Rate Increases
- Reserves are Available for Unexpected Changes





# **2021 Budget Public Hearing**

**10/6/2020**



# Council Agenda Summary

October 6, 2020

## **Agenda Item Number 24**

Key Staff Contact: Doug Marek, City Attorney

### Title:

Consideration of a resolution of appreciation and support for the officers of the Greeley Police Department

### Summary:

This resolution expresses appreciation and support for the officers of the Greeley Police Department.

### Fiscal Impact:

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

### Legal Issues:

None.

### 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.

### 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



**THE CITY OF GREELEY, COLORADO**

**RESOLUTION \_\_\_\_\_, 2020**

**A RESOLUTION OF APPRECIATION AND SUPPORT FOR THE OFFICERS OF THE GREELEY POLICE DEPARTMENT**

WHEREAS, without police officers, or the willingness to become a police officer, people at all economic levels will feel the negative effects of lawlessness -- this is not our Greeley; and

WHEREAS, when a Greeley Police Officer gets out of their vehicle to assist, defend, or are forced to defend themselves, they are not getting out of that vehicle alone; the City of Greeley is standing right beside them; and

WHEREAS, we will continue as a City to purchase items that will make our officers and community safe such as body cameras, less lethal alternatives, and other items that reduce the risk of injury or death to our police officers and community members; and

WHEREAS, the proposed 2021 budget includes funding for an additional assistant City attorney to act as legal advisor specifically for the Greeley Police Department in order to provide legal resources, enhanced training, technical assistance, advice and legal representation to our police officers; and

WHEREAS, we support a judicious and timely process for the review and assessment of officers' actions in course and scope in order to make determinations of indemnification as provided in SB 20-2017; and

WHEREAS, we will continue to support funding of trainings that enhance our officers' abilities to perform their duties at the highest standards in our ethnically diverse community; and

WHEREAS, the City Council desires to express appreciation and support for the Greeley Police Department.

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

Section 1. It is incumbent upon us as a City to state "we stand with the Greeley Police Department" and we will move forward with the desire to provide the highest quality of policing we can for every member of our community.

Section 2. 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



# Council Agenda Summary

October 6, 2020

## Agenda Item Number 25

Key Staff Contacts:

Maria Gonzalez Estevez, Human Resources Manager, (970) 350-9714

Douglas Marek, City Attorney, (970) 350-9755

### Title:

Consideration of a resolution designating the City's Claims Review Board as the appropriate body to determine indemnification of sworn employees of the Greeley Police Department in certain civil actions

### Summary:

The Colorado State Legislature passed Senate Bill 20-217, known as the Enhance Law Enforcement Integrity Act. The Act provides that a person whose constitutional rights have been infringed upon by a police officer may bring a civil action for the violation against the officer. The Act further requires the City to indemnify the officer unless the City determines that the officer did not act in good faith and with a reasonable belief that the officer's actions were lawful. This resolution delegates the authority to make that indemnification determination to the City's Claims Review Board, which consists of the City Manager, Risk Manager, Finance Director, City Attorney, and Chief of Police.

### Fiscal Impact:

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

### Legal Issues:

Greeley Municipal Code section 4.18.050 establishes the Claims Review Board, which investigates and assesses claims against the City and determines the merits of litigation or settlement of those claims and of making expenditures from the Claims Reserve Fund. The composition and authority of the Claims Review Board makes it the appropriate entity to make indemnification decisions on behalf of the City as provided in SB 20-217.

### 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.

**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 designating the City's Claims Review Board as the appropriate body to determine indemnification of sworn employees of the Greeley Police Department in certain civil actions~~



**THE CITY OF GREELEY, COLORADO**

**RESOLUTION \_\_\_\_\_, 2020**

A RESOLUTION DESIGNATING THE CITY'S CLAIMS REVIEW BOARD AS THE APPROPRIATE BODY TO DETERMINE INDEMNIFICATION OF SWORN EMPLOYEES OF THE GREELEY POLICE DEPARTMENT IN CERTAIN CIVIL ACTIONS.

WHEREAS, the Colorado State Legislature recently passed Senate Bill 20-217, known as the Enhance Law Enforcement Integrity Act; and

WHEREAS, the Act allows a person whose constitutional rights have been infringed upon by a police officer to bring about a civil action for the violation against that police officer; and

WHEREAS, the Act requires a political subdivision of the state to indemnify its employees for such an action unless the police officer's employer determines the officer did not act lawfully and in good faith, at which point the officer becomes personally liable for five percent (5%) of the judgment, or \$25,000, whichever is less; and

WHEREAS, the City Council believes that a determination that an employee did not act lawfully and in good faith, resulting in indemnification being denied, must be made in a fair, objective, and reasonable manner; and

WHEREAS, pursuant to Greeley Municipal Code section 4.18.050 there is established a Claims Review Board, which assesses claims against the City and determines the merits of litigation or settlement of claims and of making expenditures from the Claims Reserve Fund; and

WHEREAS, it is in the best interest of the citizens of the City of Greeley for City Council to designate the Claims Review Board to determine indemnification of sworn employees of the Greeley Police Department in certain civil actions.

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

Section 1. The City Council hereby authorizes the Claims Review Board to make determinations of indemnification as provided in SB 20-217, codified in § 13-21-131(3), C.R.S.

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



# Council Agenda Summary

October 6, 2020

## **Agenda Item Number 26**

### 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.

### Attachments

Council Meeting/Worksession Schedule  
Council Meetings/Other Events Calendar



City Council Meeting Scheduling			
	Current as of 10/02/2020		
	This schedule is subject to change		
Date	Description	Sponsor	Placement/Time
October 13, 2020 Worksession Meeting	COVID-19 Update	Dan Frazen	0.25
	Business Attraction/Target Industries	Ben Snow	0.50
	Municipal Code Recodification - Review of Changes	Cheryl Aragon	0.50
	FEMA Map Updates	Joel Hemesath	0.75
	Water Supply Planning and Terry Ranch Alternative Update	Sean Chambers	0.75
October 20, 2020 Council Meeting	Resolution - Northeast All Hazards Region 2020 Grant Award	Robert Miller	Consent
	Resolution - 2020 City Tax Levy Certification	Robert Miller	Consent
	Ordinance - Intro - Transfer of Customers and Water Resources to Evans	Sean Chambers	Consent
	Ordinance - Final - 2021 Budget Adoption	Robert Miller	Regular
	Ordinance - Final - 2021 Pay Plan	Maria Gonzales-Estevez	Regular
	Ordinance - Final - 1530 4th Avenue Rezone	Brad Mueller	Regular
	Resolution & Presentation - Windy Gap Firing Resolution	Sean Chambers	Regular
October 27, 2020 Worksession Meeting	Quarterly Financial Report	Robert Miller	0.50
	Review of Economic Development Toolbox	Ben Snow	0.25
	Development Code Kick-Off	Brad Mueller	0.75
	Impact Fee Presentation	Brad Mueller	1.00
November 3, 2020 Council Meeting	Cancelled as of 1/21/2020		
November 10, 2020 Worksession Meeting	COVID-19 Update	Dan Frazen	0.25
	Council Compensation Review	Maria Gonzales-Estevez	0.50
	Discussion of Acquiifer Storage	Sean Chambers	0.50
	Discussion of New Process for Review of Council Direct Reports	Maria Gonzales-Estevez	0.50
November 17, 2020 Council Meeting	Ordinance - Intro - Municipal Code Recodification	Cheryl Aragon	Consent
	Ordinance - Final - Transfer of Customers and Water Resources to Evans	Sean Chambers	Regular
	Public Hearing - Westgate Preliminary PUD First Amendment	Brad Mueller	Regular
November 24, 2020 Worksession Meeting			



# October 5, 2020 - October 11, 2020

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

**Monday, October 5**

**Tuesday, October 6**

6:00pm - City Council Meeting - Council Master Calendar

**Wednesday, October 7**

**Thursday, October 8**

7:30am - Poudre River Trail (Hall)

**Friday, October 9**

**Saturday, October 10**

**Sunday, October 11**



# October 12, 2020 - October 18, 2020

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

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

**Monday, October 12**

**Tuesday, October 13**

 **6:00pm - City Council Worksession Meeting** - Council Master Calendar 

**Wednesday, October 14**

**Thursday, October 15**

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

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

**Friday, October 16**

**Saturday, October 17**


**Sunday, October 18**

 **8:30am - 11:30am Group Session with Dr. Allen**

 **12:30pm - 1:00pm Councilmember Butler meeting with Dr. Allen**

 **1:00pm - 1:30pm Mayor Gates meeting with Dr. Allen**

 **1:30pm - 2:00pm Councilmember Zasada meeting with Dr. Allen**

 **2:00pm - 2:30pm Councilmember Payton meeting with Dr. Allen**

More Items...



# October 19, 2020 - October 25, 2020

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

**Monday, October 19**

**Tuesday, October 20**

6:00pm - City Council Meeting - Council Master Calendar

**Wednesday, October 21**

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

**Thursday, October 22**

7:30am - Poudre River Trail (Hall)

**Friday, October 23**

**Saturday, October 24**

**Sunday, October 25**



# October 26, 2020 - November 1, 2020

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

## Monday, October 26

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

## Tuesday, October 27

- 6:00pm - City Council Worksession Meeting - Council Master Calendar 🕒

## Wednesday, October 28

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

## Thursday, October 29

## Friday, October 30

## Saturday, October 31

## Sunday, November 1



# November 2, 2020 - November 8, 2020

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

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

**Monday, November 2**

**Tuesday, November 3**

6:00pm - City Council Meeting - Council Master Calendar

**Wednesday, November 4**

**Thursday, November 5**

3:30pm - IG Adv. Board (Butler)

6:00pm - MPO (Gates/Payton)

**Friday, November 6**

**Saturday, November 7**

**Sunday, November 8**



# Council Agenda Summary

October 6, 2020

## **Agenda Item Number 27**

### **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

October 6, 2020

## **Agenda Item Number 28**

[Title](#)

Adjournment