



**Meeting Instructions for the June 23, 2020, Special City Council Meeting:**

This meeting will be held in Council Chambers, 1001 11<sup>th</sup> Avenue, and it is open to the public. Residents are welcome to join us in Council Chambers to view or participate in the meeting, during Citizen Input or Public Hearings. Council Chambers are set up to meet social distancing requirements, and everyone is required to wear a mask when inside except when addressing Council.

You can also view this Special Council Meeting by following the instructions below.

- From your laptop or computer, click the following link or enter it manually into your Web Browser: (<http://greeleygov.com/government/council>)
- Clicking the link above will take you to the City Council webpage.
- Once there, you will find a couple of link to the GTV8 livestream.

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

**If you choose to view the meeting using the live stream, you can still participate in the Citizen Input and Public Hearing portions of the meeting by utilizing any of the follow:**

**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 person in real time?**

As mentioned above, you are welcome to join us in Council Chambers to provide Citizen Input or participate in the Public Hearing during this meeting.

**The three options above are the only way for the public to submit comments or participate in the Citizen Input/Public Hearing Portions of the meeting.**

Please visit the City's website at <https://greeleygov.com/government/council> to view and download the contents of the June 23, 2020, Special 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 Special Agenda

**June 23, 2020 at 6:00 PM**

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

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Consideration of a resolution authorizing the acceptance of a CARES Act grant for the Greeley-Weld County Airport
5. Introduction and first reading of an ordinance amending Chapter 13.44 of the Municipal Code of the City of Greeley relating to Local Improvement Districts
6. Public hearing and final reading of an ordinance amending the Greeley Municipal Code by amending Sections 6.16.025, 6.16.270, and 6.16.275; by the addition of Section 6.16.271, creating a "Downtown Open Consumption Area"; by renumbering and amending Section 13.40.065; and by repealing Section 6.16.272 in its entirety
7. Consideration of a motion authorizing the City Attorney to prepare any required resolutions, agreements, and ordinances to reflect action taken by the City Council at this meeting and at any previous meetings, and authorizing the Mayor and City Clerk to sign all such resolutions, agreements and ordinances
8. Adjournment

# Council Agenda Summary

June 23, 2020

## **Agenda Item Number 1**

### Title

Call to Order

# Council Agenda Summary

June 23, 2020

## **Agenda Item Number 2**

### Title

Pledge of Allegiance

# Council Agenda Summary

June 23, 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

June 23, 2020

**Agenda Item Number 4**

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

Title:

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

Summary:

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

CARES Act Airport grant amounts are specific to airports and are derived by legislative formula and the Greeley-Weld County Airport is eligible for \$69,000 in reimbursable expenses, which the airport plans use to cover salaries for approximately two months.

Acceptance and execution of this grant is required by June 29, 2020 in order to be valid per FAA requirements.

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:	Costs were originally an impact to the airport budget, and they are now requesting reimbursement.

Legal Issues:

None

**Other Issues and Considerations:**

The Greeley-Weld County Airport Board has already voted to approve acceptance of the grant funding.

**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.

*Economic Health & Development:* Foster and maintain public and private investment in business development.

**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:**

Greeley-Weld County Airport Overview Letter  
Resolution  
CARES ACT FAA Grant Agreement



City Council & Mayor Gates  
1001 11<sup>th</sup> Ave  
Greeley, CO 80631

Description of Action Item:

As part of the original CARES Act passed by congress and signed by the president, the FAA received funding for airports across the country due to the Covid-19 pandemic. Greeley-Weld County Airport is eligible for \$69,000.00 in grant funding. The grant allows airports to utilize the funds in several different areas. The Greeley-Weld County Airport has had discussions with our local Airports District Office regarding the best use of the funds. The Greeley-Weld County Airport will be utilizing the funds to pay for salaries and wages for approximately 2 months. Initially the funds were sought to fund two different ongoing capital projects, but due to the fact they were approved before Covid-19 was a threat, they are no longer eligible.

Council Options:

The Greeley City Council can choose to either approve or deny the request for CARES act grant funding. The grant paperwork includes the same language and stipulations as previous grants that the council has approved. A short list includes; auditing requirements, grant assurances, buy America first, etc. With the City of Greeley being a sponsor of the Greeley-Weld County Airport Authority, the city could potentially be liable for the airport's violation of the requirements of the grant. The Greeley-Weld County Airport Authority Board has already voted to approve the grant funding.

Recommendation:

I recommend that the Greeley City Council approve the CARES Act grant funding for the Greeley-Weld County Airport Authority in the amount of \$69,000.00 from the Federal Aviation Administration.

Thank you,

Cooper Anderson, C.M.  
Airport Director  
Greeley-Weld County Airport



**THE CITY OF GREELEY, COLORADO**

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

**A RESOLUTION AUTHORIZING THE ACCEPTANCE OF A CARES ACT GRANT FOR THE GREELEY-WELD COUNTY AIRPORT**

**WHEREAS**, the Greeley-Weld County Airport has submitted to the Federal Aviation Administration a Coronavirus Aid, Relief, and Economic Security Act Airports Grants Application dated May 4, 2020

**WHEREAS**, This is a grant for Federal funds associated with the Greeley-Weld County Airport, which is included as part of this Grant Agreement; and

**WHEREAS**, This grant is provided in accordance with the CARES Act to provide eligible Sponsors with funding to help offset a decline in revenues arising from diminished airport operations and activities as a result of the COVID-19 Public Health Emergency.

**WHEREAS**, CARES Act Airport Grant amounts to specific airports are derived by legislative formula; and

**WHEREAS**, The Greeley-Weld County Airport Board has already approved acceptance of the CARES Act Airport Grant; and

**NOW, THEREFORE, BE IT RESOLVED by the City Council of Greeley, Colorado, as follows:**

- Section 1.** The acceptance and approval of the CARES Act Airport Agreement for the Greeley-Weld County Airport.
- Section 2.** The Mayor of the City of Greeley is authorized to sign the grant on behalf of the City of Greeley, attached hereto as Exhibit A.
- Section 3.** This Resolution shall become effective immediately upon passage, as provided by the Greeley City Charter

**PASSED AND ADOPTED, SIGNED AND APPROVED THIS 23<sup>rd</sup> day of June, 2020.**

**ATTEST:  
COLORADO**

**THE CITY OF GREELEY,**

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

\_\_\_\_\_  
**John Gates, Mayor**



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

Northwest Mountain Region  
Colorado · Idaho · Montana · Oregon ·  
Utah Washington · Wyoming

Denver Airports District Office  
26805 E. 68th Ave., Suite 224  
Denver, CO 80249

Mr. Brett Payton, Chair  
Greeley-Weld County Airport Authority  
P.O. Box 727  
Greeley, Colorado 80632

Mr. Ron Bland, Secretary Treasurer  
Greeley-Weld County Airport Authority  
P.O. Box 727  
Greeley, Colorado 80632

The Honorable John Gates  
Mayor of Greeley  
1000 10th Street  
Greeley, Colorado 80632

Mr. Mike Freeman, Chair  
Weld County Commissioners  
P.O. Box 758  
Greeley, Colorado 80632

Dear Mayor Gates, Commissioner Freeman, Mr. Payton, and Mr. Bland:

Please find the following electronic CARES Act Grant Offer, Grant No. 3-08-0028-027-2020 for Greeley-Weld County Airport. This letter outlines expectations for success. Please read and follow the instructions carefully.

To properly enter into this agreement, you must do the following:

- a. The governing body must provide authority to execute the grant to the individual signing the grant; i.e. the sponsor's authorized representative.
- b. The sponsor's authorized representative must execute the grant, followed by the attorney's certification, **no later than June 29, 2020**, in order for the grant to be valid.
- c. You may not make any modification to the text, terms or conditions of the grant offer.
- d. The grant offer must be digitally signed by the sponsor's legal signatory authority and then the grant offer will be routed via email to the sponsor's attorney. Once the attorney

has digitally attested to the grant, an email with the executed grant will be sent to all parties.

Subject to the requirements in 2 CFR §200.305, each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System. The terms and conditions of this agreement require you drawdown and expend these funds within four years.

An airport sponsor may use these funds for any purpose for which airport revenues may be lawfully used. CARES grant recipients should follow the FAA's Policy and Procedures Concerning the Use of Airport Revenues ("Revenue Use Policy"), 64 Federal Register 7696 (64 FR 7696), as amended by 78 Federal Register 55330 (78 FR 55330). The Revenue Use Policy defines permitted uses of airport revenue. In addition to the detailed guidance in the Revenue Use Policy, the CARES Act states the funds may not be used for any purpose not related to the airport.

With each payment request you are required to upload directly to Delphi:

- An invoice summary, even if you only paid a single invoice and
- The documentation in support of each invoice covered in the payment request.

For the final payment request, in addition to the requirement listed above for all payment requests, you are required to upload directly to Delphi:

- A final financial report summarizing all of the costs incurred and reimbursed, and
- An SF-425, and
- A narrative report.

The narrative report will summarize the expenses covered by the CARES Act funds and state that all expenses were in accordance with the FAA's Policy and Procedures Concerning the Use of Airport Revenues and incurred after January 20, 2020.

As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to assure your organization will comply with applicable audit requirements and standards.

Once you have drawn down all funds and uploaded the required documents to Delphi, notify Mike Matz by email ([michael.b.matz@faa.gov](mailto:michael.b.matz@faa.gov)) that the grant is administratively and financially closed. We are readily available to assist you and your designated representative with the requirements stated herein. If you have additional questions, please contact Mike at 303-342-1251. We sincerely value your cooperation in these efforts.

Sincerely,

John. P Bauer, Manager  
Denver Airports District Office

enclosure



U.S. Department  
of Transportation  
Federal Aviation  
Administration

## CARES ACT AIRPORT GRANT AGREEMENT

### PART I – OFFER

Federal Award Offer Date \_\_\_\_\_

Airport/Planning Area Greeley-Weld County Airport

CARES Grant Number 3-08-0028-027-2020 [Contract No. DOT-FA20NM-K1070]

Unique Entity Identifier 16-500-2726

TO: City of Greeley and County of Weld, Colorado and the Greeley-Weld County Airport Authority  
(herein called the “Sponsor”) (For Co-Sponsors, list all Co-Sponsor names. The word “Sponsor” in this Grant Agreement also applies to a Co-Sponsor.)

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the “FAA”)

**WHEREAS**, the Sponsor has submitted to the FAA a Coronavirus Aid, Relief, and Economic Security Act (CARES Act or “the Act”) Airports Grants Application (herein called the “Grant”) dated May 4, 2020, for a grant of Federal funds at or associated with the Greeley-Weld County Airport, which is included as part of this Grant Agreement; and

WHEREAS, the Sponsor has accepted the terms of FAA’s Grant offer;

**WHEREAS**, in consideration of the promises, representations and assurances provided by the Sponsor, the FAA has approved the Grant Application for the Greeley-Weld County Airport (herein called the “Grant”) consisting of the following:

This Grant is provided in accordance with the CARES Act, as described below, to provide eligible Sponsors with funding to help offset a decline in revenues arising from diminished airport operations and activities as a result of the COVID-19 Public Health Emergency. CARES Act Airport Grants amounts to specific airports are derived by legislative formula.

The purpose of this Grant is to maintain safe and efficient airport operations. Funds provided under this Grant Agreement must only be used for purposes directly related to the airport. Such purposes can include the reimbursement of an airport’s operational and maintenance expenses or debt service payments. CARES Act Airport Grants may be used to reimburse airport operational and maintenance expenses directly related to Greeley-Weld County Airport incurred no earlier than January 20, 2020. CARES Act Airport Grants also may be used to reimburse a Sponsor’s payment of debt service where such payments occur on or after April 14, 2020. Funds provided under the Grant will be governed by the same principles that govern “airport revenue.” New airport development projects may not be funded

with this Grant, unless and until the Grant Agreement is amended or superseded by a subsequent agreement that addresses and authorizes the use of funds for the airport development project.

**NOW THEREFORE**, in accordance with the applicable provisions of the CARES Act, Public Law Number 116-136, the representations contained in the Grant Application, and in consideration of, (a) the Sponsor's acceptance of this Offer; and, (b) the benefits to accrue to the United States and the public from the accomplishment of the Grant and in compliance with the conditions as herein provided,

**THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 100% percent of the allowable costs incurred as a result of and in accordance with this Grant Agreement.**

**Assistance Listings Number (Formerly CFDA Number): 20.106**

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

### **CONDITIONS**

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$69,000.
2. **Period of Performance.** The period of performance shall commence on the date the Sponsor formally accepts this agreement. The end date of the period of performance is 4 years (1,460 calendar days) from the date of acceptance.

The Sponsor may only charge allowable costs for obligations incurred prior to the end date of the period of performance (2 CFR § 200.309). Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 90 calendar days after the end date of the period of performance (2 CFR § 200.343).

The period of performance end date shall not affect, relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.

3. **Unallowable Costs.** The Sponsor shall not seek reimbursement for any costs that the FAA has determined to be unallowable under the CARES Act.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the Grant Application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages only.
5. **Final Federal Share of Costs.** The United States' share of allowable Grant costs is 100%.
6. **Completing the Grant without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the Grant without undue delays and in accordance with this Grant Agreement, the CARES Act, and the regulations, policies, standards and procedures of the Secretary of Transportation ("Secretary"). Pursuant to 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from funding eligible expenses under the Grant that exceeds three months and request prior approval from FAA. The report must include a reason for the stoppage. The Sponsor agrees to comply with the attached assurances, which are part of this agreement and any addendum that may be attached hereto at a later date by mutual consent.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs unless this offer has been accepted by the Sponsor on or before June 29, 2020, or such subsequent date as may be prescribed in writing by the FAA.

9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner, including uses that violate this Grant Agreement, the CARES Act or other provision of applicable law. For the purposes of this Grant Agreement, the term “Federal funds” means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement(s). The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or relate to this Grant Agreement, including, but not limited to, any action taken by a Sponsor related to or arising from, directly or indirectly, this Grant Agreement.
11. **System for Award Management (SAM) Registration And Universal Identifier** Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
14. **Buy American.** Unless otherwise approved in advance by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any expense which funds are provided under this Grant. The Sponsor will include a provision implementing applicable Buy American statutory and regulatory requirements in all contracts related to this Grant Agreement.
15. **Audits for Public Sponsors.** The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse’s Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA.
16. **Suspension or Debarment.** When entering into a “covered transaction” as defined by 2 CFR § 180.200, the Sponsor must:
  - A. Verify the non-federal entity is eligible to participate in this Federal program by:
    1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-federal entity is excluded or disqualified; or
    2. Collecting a certification statement from the non-federal entity attesting the entity is not excluded or disqualified from participating; or

3. Adding a clause or condition to covered transactions attesting the individual or firm is not excluded or disqualified from participating.
- B. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. sub-contracts).
- C. Immediately disclose to the FAA whenever the Sponsor (1) learns the Sponsor has entered into a covered transaction with an ineligible entity, or (2) suspends or debar a contractor, person, or entity.

**17. Ban on Texting While Driving.**

- A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
  1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to this Grant or subgrant.
  2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
    - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
    - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- B. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts and subcontracts.

**18. Trafficking in Persons.**

- A. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not;
  1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
  2. Procure a commercial sex act during the period of time that the award is in effect; or
  3. Use forced labor in the performance of the award or subawards under the award.
- B. The FAA as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity &dash;
  1. Is determined to have violated a prohibition in paragraph A of this award term; or
  2. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph A.1 of this award term through conduct that is either &dash;
    - a. Associated with performance under this award; or
    - b. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.



3. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph A during this award term.
4. Our right to terminate unilaterally that is described in paragraph A of this section:
  - a. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and
  - b. Is in addition to all other remedies for noncompliance that are available to the FAA under this award.

**19. Employee Protection from Reprisal.**

**A. Prohibition of Reprisals –**

1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (A)(2), information that the employee reasonably believes is evidence of:
  - a. Gross mismanagement of a Federal grant;
  - b. Gross waste of Federal funds;
  - c. An abuse of authority relating to implementation or use of Federal funds;
  - d. A substantial and specific danger to public health or safety; or
  - e. A violation of law, rule, or regulation related to a Federal grant.
2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
  - a. A member of Congress or a representative of a committee of Congress;
  - b. An Inspector General;
  - c. The Government Accountability Office;
  - d. A Federal office or employee responsible for oversight of a grant program;
  - e. A court or grand jury;
  - f. A management office of the grantee or subgrantee; or
  - g. A Federal or State regulatory enforcement agency.
3. Submission of Complaint – A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
4. Time Limitation for Submittal of a Complaint - A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
5. Required Actions of the Inspector General – Actions, limitations, and exceptions of the Inspector General’s office are established under 41 U.S.C. § 4712(b).
6. Assumption of Rights to Civil Remedy - Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).

20. **Co-Sponsor.** Co-Sponsors understand and agree that they jointly and severally adopt and ratify the representations and assurances contained herein and that the word "Sponsor" as used in the application and other assurances is deemed to include all co-sponsors.
21. **Limitations.** Nothing provided herein shall be construed to limit, cancel, annul, or modify the terms of any Federal grant agreement(s), including all terms and assurances related thereto, that have been entered into by the Sponsor and the FAA prior to the date of this Grant Agreement.

### **SPECIAL CONDITIONS**

1. **ARFF and SRE Equipment and Vehicles.** The Sponsor agrees that it will:
  - A. House and maintain the equipment in a state of operational readiness on and for the airport;
  - B. Provide the necessary staffing and training to maintain and operate the vehicle and equipment;
  - C. Restrict the vehicle to on-airport use only;
  - D. Restrict the vehicle to the use for which it was intended; and
  - E. Amend the Airport Emergency Plan and/or Snow and Ice Control Plan to reflect the acquisition of a vehicle and equipment.
2. **Equipment or Vehicle Replacement.** The Sponsor agrees that it will treat the proceeds from the trade-in or sale of equipment being replaced with these funds as airport revenue.
3. **Off-Airport Storage of ARFF Vehicle.** The Sponsor agrees that it will:
  - A. House and maintain the vehicle in a state of operational readiness for the airport;
  - B. Provide the necessary staffing and training to maintain and operate the vehicle;
  - C. Restrict the vehicle to airport use only;
  - D. Amend the Airport Emergency Plan to reflect the acquisition of the vehicle;
  - E. Within 60 days, execute an agreement with local government including the above provisions and a provision that violation of said agreement could require repayment of Grant funding; and
  - F. Submit a copy of the executed agreement to the FAA.
4. **Equipment Acquisition.** The Sponsor agrees that it will maintain Sponsor-owned and -operated equipment and use for purposes directly related to the airport.
5. **Utilities Proration.** For purposes of computing the United States' share of the allowable airport operations and maintenance costs, the allowable cost of utilities incurred by the Sponsor to operate and maintain airport(s) included in the Grant must not exceed the percent attributable to the capital or operating costs of the airport.
6. **Utility Relocation in Grant.** The Sponsor understands and agrees that:
  - A. The United States will not participate in the cost of any utility relocation unless and until the Sponsor has submitted evidence satisfactory to the FAA that the Sponsor is legally responsible for payment of such costs;
  - B. FAA participation is limited to those utilities located on-airport or off-airport only where the Sponsor has an easement for the utility; and
  - C. The utilities must serve a purpose directly related to the Airport.

The Sponsor's acceptance of this Offer and ratification and adoption of the Grant Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the CARES Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Grant and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

**UNITED STATES OF AMERICA  
FEDERAL AVIATION ADMINISTRATION**

---

*(Signature)*

**John P. Bauer**

---

*(Typed Name)*

**Manager, Denver Airports District Office**

---

*(Title of FAA Official)*

**PART II - ACCEPTANCE**

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Grant Application and incorporated materials referred to in the foregoing Offer under Part II of this Agreement, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Grant Application.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.

Dated \_\_\_\_\_

**GREELY-WELD COUNTY AIRPORT  
AUTHORITY**

\_\_\_\_\_  
*(Name of Sponsor)*

\_\_\_\_\_  
*(Signature of Sponsor's Authorized Official)*

**By:**

\_\_\_\_\_  
*(Typed Name of Sponsor's Authorized Official)*

**Title:**

\_\_\_\_\_  
*(Title of Sponsor's Authorized Official)*

**CERTIFICATE OF SPONSOR'S ATTORNEY**

I, \_\_\_\_\_, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Colorado. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the CARES Act. The Sponsor understands funding made available under this Grant Agreement may only be used to reimburse for airport operational and maintenance expenses, and debt service payments. The Sponsor further understands it may submit a separate request to use funds for new airport/project development purposes, subject to additional terms, conditions, and assurances. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated \_\_\_\_\_

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

*(Signature of Sponsor's Attorney)*

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Grant Application and incorporated materials referred to in the foregoing Offer under Part II of this Agreement, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Grant Application.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.

Dated \_\_\_\_\_

**GREELEY-WELD COUNTY AIRPORT  
AUTHORITY**

\_\_\_\_\_  
*(Name of Sponsor)*

\_\_\_\_\_  
*(Signature of Sponsor's Authorized Official)*

**By:**

\_\_\_\_\_  
*(Typed Name of Sponsor's Authorized Official)*

**Title:**

\_\_\_\_\_  
*(Title of Sponsor's Authorized Official)*

**CERTIFICATE OF SPONSOR'S ATTORNEY**

I, \_\_\_\_\_, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Colorado. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the CARES Act. The Sponsor understands funding made available under this Grant Agreement may only be used to reimburse for airport operational and maintenance expenses, and debt service payments. The Sponsor further understands it may submit a separate request to use funds for new airport/project development purposes, subject to additional terms, conditions, and assurances. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated \_\_\_\_\_

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

*(Signature of Sponsor's Attorney)*

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Grant Application and incorporated materials referred to in the foregoing Offer under Part II of this Agreement, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Grant Application.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.

Dated \_\_\_\_\_

\_\_\_\_\_  
**COUNTY OF WELD, COLORADO**

*(Name of Sponsor)*

\_\_\_\_\_  
*(Signature of Sponsor's Authorized Official)*

**By:**

\_\_\_\_\_  
*(Typed Name of Sponsor's Authorized Official)*

**Title:**

\_\_\_\_\_  
*(Title of Sponsor's Authorized Official)*

#### **CERTIFICATE OF SPONSOR'S ATTORNEY**

I, \_\_\_\_\_, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Colorado. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the CARES Act. The Sponsor understands funding made available under this Grant Agreement may only be used to reimburse for airport operational and maintenance expenses, and debt service payments. The Sponsor further understands it may submit a separate request to use funds for new airport/project development purposes, subject to additional terms, conditions, and assurances. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.



**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated \_\_\_\_\_

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

*(Signature of Sponsor's Attorney)*

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Grant Application and incorporated materials referred to in the foregoing Offer under Part II of this Agreement, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Grant Application.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.

Dated \_\_\_\_\_

**CITY OF GREELEY, COLORADO**

\_\_\_\_\_  
*(Name of Sponsor)*

\_\_\_\_\_  
*(Signature of Sponsor's Authorized Official)*

**By:**

\_\_\_\_\_  
*(Typed Name of Sponsor's Authorized Official)*

**Title:**

\_\_\_\_\_  
*(Title of Sponsor's Authorized Official)*

### **CERTIFICATE OF SPONSOR'S ATTORNEY**

I, \_\_\_\_\_, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Colorado. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the CARES Act. The Sponsor understands funding made available under this Grant Agreement may only be used to reimburse for airport operational and maintenance expenses, and debt service payments. The Sponsor further understands it may submit a separate request to use funds for new airport/project development purposes, subject to additional terms, conditions, and assurances. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated \_\_\_\_\_

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

*(Signature of Sponsor's Attorney)*

## CARES ACT ASSURANCES

### AIRPORT SPONSORS

---

#### A. General.

1. These assurances are required to be submitted as part of the application by sponsors requesting funds under the provisions of the Coronavirus Aid, Relief, and Economic Security Act of 2020 (CARES Act or "the Act"), Public Law Number, Public Law 116-136. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
2. Upon acceptance of this Grant offer by the sponsor, these assurances are incorporated into and become part of this Grant Agreement.

#### B. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this Grant that:

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including but not limited to the following:

#### FEDERAL LEGISLATION

---

- a. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- b. Hatch Act – 5 U.S.C. 1501, et seq.
- c. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.
- d. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).
- e. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.
- f. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- g. Clean Air Act, P.L. 90-148, as amended.
- h. Coastal Zone Management Act, P.L. 93-205, as amended.
- i. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.
- j. Title 49, U.S.C., Section 303, (formerly known as Section 4(f)).
- k. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- l. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- m. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- n. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- o. American Indian Religious Freedom Act, P.L. 95-341, as amended.

- p. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.
- q. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.
- r. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.
- s. Copeland Anti-kickback Act - 18 U.S.C. 874.1.
- t. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.
- u. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- v. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.
- w. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.
- x. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

#### **EXECUTIVE ORDERS**

---

- a. Executive Order 11246 - Equal Employment Opportunity
- b. Executive Order 11990 - Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 - Intergovernmental Review of Federal Programs
- e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction
- f. Executive Order 12898 - Environmental Justice
- g. Executive Order 13788 - Buy American and Hire American
- h. Executive Order 13858 - Strengthening Buy-American Preferences for Infrastructure Projects

#### **FEDERAL REGULATIONS**

---

- a. 2 CFR Part 180 - OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- c. 2 CFR Part 1200 - Nonprocurement Suspension and Debarment.
- d. 28 CFR Part 35 - Discrimination on the Basis of Disability in State and Local Government Services.
- e. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- f. 29 CFR Part 1 - Procedures for predetermination of wage rates.
- g. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.

- h. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering Federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).
- i. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally assisted contracting requirements).
- j. 49 CFR Part 20 - New restrictions on lobbying.
- k. 49 CFR Part 21 - Nondiscrimination in Federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- l. 49 CFR Part 26 - Participation by Disadvantaged Business Enterprises in Department of Transportation Program .49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.
- m. 49 CFR Part 28 - Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- n. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- o. 49 CFR Part 32 - Government-wide Requirements for Drug-Free Workplace (Financial Assistance).
- p. 49 CFR Part 37 - Transportation Services for Individuals with Disabilities (ADA).
- q. 49 CFR Part 41 - Seismic safety of Federal and Federally assisted or regulated new building construction.

## **SPECIFIC ASSURANCES**

---

Specific assurances required to be included in grant agreements by any of the above laws, regulations, or circulars are incorporated by reference in this Grant Agreement.

### **1. Purpose Directly Related to the Airport**

It certifies that the reimbursement sought is for a purpose directly related to the airport.

### **2. Responsibility and Authority of the Sponsor.**

#### **a. Public Agency Sponsor:**

It has legal authority to apply for this Grant, and to finance and carry out the proposed grant; that an official decision has been made by the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

#### **b. Private Sponsor:**

It has legal authority to apply for this Grant and to finance and carry out the proposed Grant and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in

connection with this application; and to provide such additional information as may be required.

**3. Good Title.**

It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

**4. Preserving Rights and Powers.**

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish, or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with this Grant Agreement.
- c. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations, and the terms and conditions of this Grant Agreement.

**5. Accounting System, Audit, and Record Keeping Requirements.**

- a. It shall keep all Grant accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the Grant in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the Grant supplied by other sources, and such other financial records pertinent to the Grant. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a Grant or relating to the Grant in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

**6. Exclusive Rights.**

The sponsor shall not grant an exclusive right to use an air navigation facility on which this Grant has been expended. However, providing services at an airport by only one fixed-based operator is not an exclusive right if—

- a. it is unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide the services; and
- b. allowing more than one fixed-based operator to provide the services requires a reduction in space leased under an agreement existing on September 3, 1982, between the operator and the airport.

**7. Airport Revenues.**

This Grant shall be available for any purpose for which airport revenues may lawfully be used. CARES Act Grant funds provided under this Grant Agreement will only be expended for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport(s) subject to this agreement and all applicable addendums.

**8. Reports and Inspections.**

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
  - 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
  - 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

**9. Civil Rights.**

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR Part 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
  - 1. Programs and Activities. If the sponsor has received a grant (or other Federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
  - 2. Facilities. Where it receives a grant or other Federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a



facility, the assurance extends to the entire facility and facilities operated in connection therewith.

3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
2. So long as the sponsor retains ownership or possession of the property.

Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests for Proposals for work, or material under this Grant and in all proposals for agreements, including airport concessions, regardless of funding source:

“The **(Name of Sponsor)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”

d. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a

covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:

- a. For the subsequent transfer of real property acquired or improved under the applicable activity, grant, or program; and
- b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, grant, or program.
- e. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- f. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

**10. Foreign Market Restrictions.**

It will not allow funds provided under this Grant to be used to fund any activity that uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

**11. Acquisition Thresholds.**

The FAA deems equipment to mean tangible personal property having a useful life greater than one year and a per-unit acquisition cost equal to or greater than \$5,000. Procurements by micro-purchase means the acquisition of goods or services for which the aggregate dollar amount does not exceed \$10,000. Procurement by small purchase procedures means those relatively simple and informal procurement methods for securing goods or services that do not exceed the \$250,000 threshold for simplified acquisitions.

# Council Agenda Summary

June 23, 2020

**Agenda Item Number 5**

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

Title:

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

Summary:

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

The recommended Code revision to the LID provisions have been coordinated among Water & Sewer, Stormwater, and Public Works to ensure that the Code revisions will fully serve the City's infrastructure program.

Fiscal Impact:

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

**Legal Issues:**

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

**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) 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 July 7, 2020.

**Attachments:**

Proposed Ordinance

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

PowerPoint

**CITY OF GREELEY, COLORADO  
ORDINANCE \_\_\_\_, 2020**

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

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

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

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

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

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

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

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

Section 3. This Ordinance shall take effect on the fifth day following its final publication, as provided by Section 3-16 of the Greeley City Charter.

**PASSED AND ADOPTED, SIGNED AND APPROVED ON THIS \_\_\_\_ DAY OF  
\_\_\_\_\_ 2020.**

ATTEST

CITY OF GREELEY, COLORADO

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

\_\_\_\_\_  
Mayor

**EXHIBIT A**  
**ORDINANCE AMENDING CHAPTER 13.44**  
**GREELEY MUNICIPAL CODE**

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

\*\*\*\*

(d) District creation.

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

\*\*\*\*

13.44.030 - Property included; certain conventional improvement districts.

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

# Amendment to Clarify Municipal Code Chapter 13.44

## Local Improvement Districts (LIDs)

City Council Special Meeting  
June 23, 2020

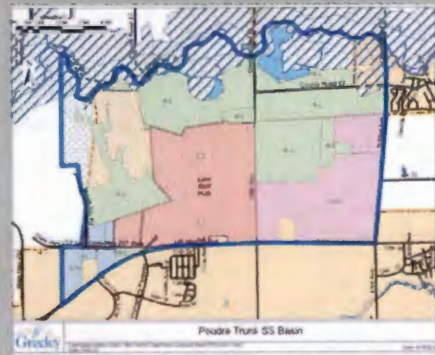


### Basis for Recommendation to Modify Greeley Municipal Code on LIDs

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

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

Poudre Trunk Sewer LID Opportunity



## Current Municipal Code (Local Improvement Districts)

### Summary of Current Municipal Code

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



## Limitations of Current Municipal Code Ch. 13.44

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





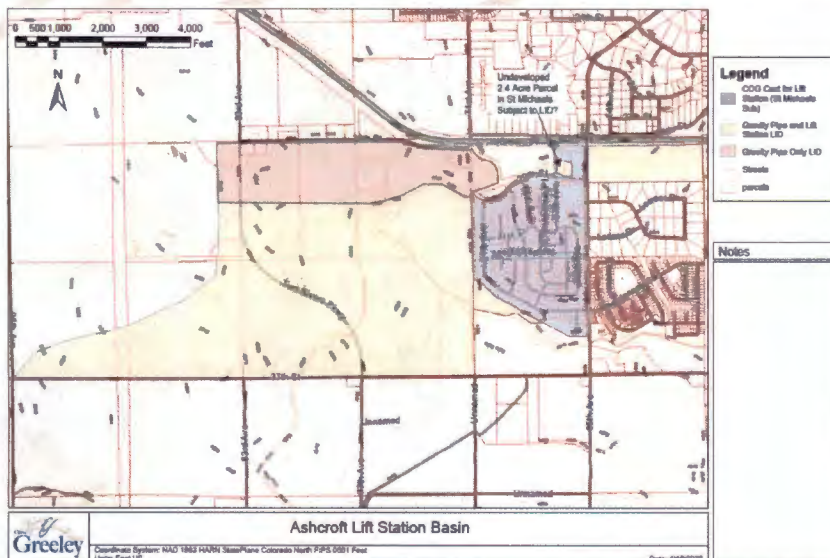
## Proposed Revisions to Section 13.44.030

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

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



## Example: Proposed Ashcroft Lift Station LID



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

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

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



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

**QUESTIONS?**



# Council Agenda Summary

June 23, 2020

## Agenda Item Number 6

Key Staff Contact: Becky Safarik, Assistant City Manager, 970-350-9785

**Title:**

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

**Summary:**

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

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

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

In the Downtown, the City took additional measures by:

1. Identifying City property in the form of plazas, sidewalks, portions of alleys, parking lots and parking lanes that could used for businesses to expand their seating;
2. Posted the legal notice required by the Liquor Authority for that entire area so that businesses would not need to do so individually;
3. Waived all local lease, permit, and liquor license fees. In addition, the City obtained a grant from the City/Chamber Business Recovery Fund to pay for

the State liquor license fees on behalf of the business applicants (applies to all applicants city-wide).

Staff presented the scope and scale of this accommodation at the Council's weekly COVID briefing meeting on May 29, 2020. A list of businesses across the City that have initiated or received permits to expand their premises is attached (Attachment A). The summary of the staff's presentation related to the Downtown expanded use accommodation is also attached (Attachment B)

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

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

The City does not allow open possession and consumption of certain kinds of alcohol in public areas, except for in public parks (and excluding Glenmere, Lincoln and Island Grove), without a special event permit issued by the Liquor Licensing Authority, or pursuant to a Common Consumption certification issued to a Promotional Association. The legislation created for Common Consumption Areas (the Downtown's Friday Fest) is not readily adaptable to the proposal by the Downtown restaurants nor have the Downtown businesses requested this designation. The legislative option remaining is to create a limited open consumption area on the two plazas.

There are some aspects of closing the plazas through early September to weigh in allowing for open consumption in this area. Staff researched how other communities have approached the restaurant expansion, which is described in Attachment C. While many cities have closed streets to support additional seating, they have only authorized this expansion via a modification of their liquor-licensed premises, identical to the approach Greeley had taken to allow individual businesses to expand their seating into the sidewalk areas. Only one, Union Station, has a common seating area and that is provided in their normal course of business because Union Station operates under a single liquor license. No other Colorado jurisdiction staff contacted has used an open container law to support expanded restaurant use, though it appears that the City of Englewood is considering this move as well.

Staff has endeavored to provide as much management control as possible in the attached draft ordinance. A summary and comparison of the current option for

restaurant seating expansion and the open container provision, along with a list of alternative provisions researched, is attached as Attachment D.

Subsequent to the initial drafting of the ordinance for Council's consideration, the State issued additional options for the operations of restaurants serving alcohol. Two options are of some relevance to the Downtown Restaurants' interests. The first includes permission to consume alcohol in a public right of way (such as on a sidewalk or closed street area). The second option allows restaurant operations to share mutually defined modified premises with certain provisions. Among those conditions: the shared area is within 1,000' of the restaurants; customers can only order food from a single restaurant within the area; there can be no exit of the area with an alcoholic beverage; no takeout or delivery orders can be ordered from or delivered to the communal outdoor area; and, no food purchased outside the communal area could be consumed in the communal area. Restaurant owners commented that such provisions did not allow the flexibility they sought with their proposed open seating area.

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

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

Staff prepared a summary overview of the proposed ordinance and the Downtown Development Authority agreed to contact and share this information with the downtown business community. The summary overview and DDA communication to area businesses is found at Attachment E.

**Fiscal Impact:**

Does this item create a fiscal impact on the City of Greeley?	N/A
If yes, what is the initial, or, onetime impact?	N/A
What is the annual impact?	N/A
What fund of the City will provide Funding?	N/A
What is the source of revenue within the fund?	N/A
Is there grant funding for this item?	N/A
If yes, does this grant require a match?	
Is this grant onetime or ongoing?	
Additional Comments:	

**Legal Issues:**

C.R.S. § 44-3-901 states that it is unlawful to consume any alcohol beverages in a public place. This statute allows a municipality to specifically authorize consumption of alcohol beverages in a public place, other than a public right of way. Additional legal issues are addressed in the attached chart.

**Other Issues and Considerations:**

City Council set June 23, 2020 as a special council meeting to accommodate the public hearing for his item on an expedited schedule.

**Applicable Council Priority and Goal:**

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

**Decision Options:**

1. Adopt the ordinance as introduced;
2. Approve the suggested amendments and adopt the ordinance as amended;
3. Amend the ordinance and adopt as amended;
4. Deny the ordinance;
5. Continue consideration of the ordinance to a date certain

**Council's Recommended Action:**

A motion to Approve the suggested amendments, adopt the ordinance as amended, and publish with reference to title only

**Attachments:**

Ordinance

Attachment A: Current Greeley Restaurant Expansion Applications

Attachment B: Overview of Currently Expedited Process and Options

Attachment C: Research of Colorado Cities and Practices

Attachment D: Summary Chart

Attachment E: Summary Overview & DDA Notice

Attachment F: PowerPoint

Written Citizen Input Submitted Prior to Agenda Publishing

CITY OF GREELEY, COLORADO  
ORDINANCE NO. \_\_\_\_, 2020

AN ORDINANCE AMENDING THE GREELEY MUNICIPAL CODE BY AMENDING SECTIONS 6.16.025, 6.16.270, AND 6.16.275; BY THE ADDITION OF SECTION 6.16.271; BY RENUMBERING AND AMENDING SECTION 13.40.065; AND BY REPEALING SECTION 6.16.272 IN ITS ENTIRETY

WHEREAS, Section §44-3-901(1)(i)(1)(VII) of the Colorado Revised Statutes authorizes a person who is at least twenty-one years of age to consume alcohol beverages in any public place, other than a public right of way, when specifically authorized by a municipal ordinance; and

WHEREAS, on June 5, 2020 Governor Polis temporarily suspended the prohibition on public right of ways being included in authorized public consumption areas; and

WHEREAS, the City Council has considered the merits of allowing the possession and consumption of alcohol beverages on public property in a designated downtown area due to the COVID-19 pandemic; and

WHEREAS, the City Council believes that authorizing the possession and consumption of alcohol beverages on public property in a designated downtown area for a limited time will allow businesses in the downtown area to recover more quickly from the COVID-19 pandemic; and

WHEREAS, the City Council believes that a sunset provision on the ordinance allowing the possession and consumption of alcohol beverages on public property in a designated downtown area is important since this ordinance has been determined by City Council to be necessary due to the COVID-19 pandemic and the related state restrictions on service inside restaurants; and

WHEREAS, staff recommends moving existing ordinances relating to open consumption of alcohol beverages in parks into Chapter 16 for consistency; and

WHEREAS, the City Council has determined that this ordinance is in the best interests of the citizens of the City of Greeley, Colorado.

NOW THEREFORE, IT IS HEREBY ORDAINED BY THE CITY COUNCIL FOR THE CITY OF GREELEY, COLORADO, AS FOLLOWS:

**Section 1.** Greeley Municipal Code Sections 6.16.025, 6.16.270, and 6.16.275 are hereby amended as described on Exhibit A, attached hereto.

**Section 2.** The Greeley Municipal Code is amended by the addition of Section 6.16.271 as described on Exhibit A, attached hereto.

**Section 3.** Section 6.16.272 of the Greeley Municipal Code is hereby repealed in its entirety.

**Section 4.** Section 13.40.065 is renumbered as Section 6.16.273, and is amended as described on Exhibit A attached hereto.

**Section 5.** Section 6.16.271 of the Greeley Municipal Code enacted by this Ordinance shall automatically be repealed on September 7<sup>th</sup>, 2020 unless otherwise extended by City Council by Ordinance.

**Section 6.** 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 JUNE, 2020.

ATTEST:

CITY OF GREELEY, COLORADO

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

\_\_\_\_\_  
Mayor



**6.16.025 - Definition.**

- (a) Certain terms and expressions used herein shall have the following meanings:

*Alcohol* means malt, vinous or spirituous liquors and fermented malt beverages, as those terms are defined by state law.

*Applicant* means one making an application for a license under this Chapter, and includes:

- ~~A~~1. If an individual, that person making the application;
- ~~B~~2. If a partnership, all the partners of the partnership which is making the application;
- ~~C~~3. If a corporation, any officer, director, manager or stockholder therein making the application; or
- ~~D~~4. If a limited liability company, any member therein making the application.

*Authority or Licensing Authority* means the Hearing Officer appointed by the City Council by resolution.

*Fermented malt beverage* has the same meaning as set forth in the Colorado Beer Code.

*Hearing Officer* means the individual, licensed to practice law in Colorado, appointed by the City Council, to carry out the duties as described in Section 6.16.020 and other rules, regulations, policies and procedures as may be established.

*Malt, vinous, and spirituous liquor* has the same meaning as set forth in the Colorado Liquor Code.

*Manager* means and includes that person or those persons who manage, direct, supervise, oversee and administer the acts, transactions and acts of servants of the establishments governed by this Chapter.

*Person* includes a natural person, partnership, association, company, corporation, limited liability company, organization or manager, agent, servant, officer or employee of any of them.

- (b) All other words and phrases used in this Chapter shall have the meanings attached by the state statutes regulating the sale of alcohol, or if not otherwise defined by law, as are used in their common, ordinary and accepted sense and meaning.

**6.16.270 – Prohibiting Open containers of alcohol in certain public areas.**

- (a) No person within the city limits shall possess an opened container of or consume alcohol in public, except upon premises licensed for consumption of the liquor or beverage involved or as authorized in this Chapter.

(b) For purposes of this section, open container means any container other than an original closed container as sealed or closed for sale to the public by the manufacturer or bottler of the liquor or beverage or as defined by the Colorado Liquor Enforcement Division. If an original container has been unsealed, undone, or opened in any manner, it is an open container for purposes of this section.

(c) For purposes of this section, in public means:

(1) In or upon any public highway, street, alley, walk, parking lot, building, park, or other public property or place, whether in a vehicle or not;

(2) In or upon those portions of any private property upon which the public has an express or implied license to enter or remain; or

(3) In or upon any other private property without the express or implied permission of the owner or person in possession and control of such property or such person's agent.

~~(a) It is unlawful for any person to serve, consume or possess an open container of alcohol when on, in or using, by conveyance or otherwise, Glenmere Park and any of its adjacent public streets, parking lots, alleys or sidewalks.~~

~~(b) It is unlawful for any person to serve, consume or possess an open container of alcohol when on, in or using, by conveyance or otherwise, the premises of the Jesus Rodarte Cultural Center.~~

~~(c) This Section shall not apply to the serving or consumption of alcohol within the premises of the Union Colony Civic Center, Greeley Recreation Center, Greeley Active Adult Center, Greeley Ice Haus or the Greeley History Museum when the serving or consumption of alcohol is in conjunction with an event under the control of an authorized licensee or at authorized social gatherings (such as banquets, luncheons, wedding receptions) held within the confines of those facilities.~~

~~(d) It is unlawful for any person to serve, consume or possess an open container of alcohol when on, in or using, by conveyance or otherwise, the premises of the Jesus Rodarte Cultural Center.~~

(f) Violations. Notwithstanding any other part of this Chapter, a violation of this Section shall be punishable as a misdemeanor offense.

#### **6.16.271 – Authorizing Open Containers of alcohol in certain areas.**

(a) For the purposes of this Section, the term “Downtown Open Consumption Area” shall be defined as that area beginning at the west curb line of 8th Avenue to the east curb line of 9th Avenue and between the sidewalk right of way between 7th and 8th Streets, and the sidewalk right of way between 9th and 10th Streets, including the area known as the

Chase Plaza, and including the sidewalk right-of-way extending from the west curb line of 8th Avenue to and including the sidewalk right-of-way to the east curb line of 9th Avenue, and between and including the sidewalk right-of-way and from the north edge of the sidewalk right-of-way of 8th Street to and including the sidewalk right-of-way to the south edge of the sidewalk right-of-way on 9<sup>th</sup> Street, also including the area known as the Chase Plaza.

- (b) During the hours of 11:00 a.m. to 12:00 a.m. on Monday, Tuesday, Wednesday, Thursday and Friday, and during the hours of 8:00 a.m. to 12:00 a.m. on Saturday and Sunday, it is not unlawful to possess or consume an open container of alcohol in or upon the sidewalks, parking lots, or other public property or place located in the Downtown Open Consumption Area, to the extent authorized by state law.
  - (1) If a special event permit for the sale of liquor or fermented malt beverages has been issued for all or a portion of the property located in the Downtown Open Consumption Area pursuant to C.R.S. § 44-5-101, et seq. then no person shall take or consume any malt, vinous, or spirituous liquor or fermented malt beverage onto or in the area designated in such permit except in accordance with such permit if a sign has been posted giving notice of the time and location of the area so restricted.
  - (2) Open containers of alcohol shall not be permitted in the Downtown Open Consumption Area on any date and during any time when the Downtown Entertainment District has been designated by a Promotional Association and certified by the Liquor Licensing Authority as a Common Consumption Area.
- (c) It is unlawful for a person to bring, or have in his or her possession, any glass beverage container in the Downtown Open Consumption Area.
- (d) Violations. Notwithstanding any other part of this Chapter, a violation of this Section shall be punishable as a misdemeanor offense.
- (e) This section shall be automatically repealed on September 7 12, 2020 unless otherwise extended by City Council.

**~~6.16.272 – Restrictions in Lincoln Park for alcohol; possession of alcohol restricted.~~**

- ~~(a) It is unlawful for any person to serve, consume or possess an open container of alcohol in Lincoln Park, which is located between 7th to 9th Streets and 9th to 10th Avenues.~~
- ~~(b) This Section shall not apply to areas contained within the premises holding a license issued by the Liquor Authority. That a person is a bona fide alcohol delivery person en route to make such deliveries would be a defense to a violation of this Section.~~
- ~~(c) Notwithstanding any other part of this Chapter, a violation of this Section shall be punishable under Chapter 1.32 of this Code.~~

**13.40.065 – 6.16.273 Alcohol consumption in parks.**

- (a) ~~Hard alcohol or~~ Spirituos liquor is prohibited, but vinous liquor, malt liquor beer, wine and ~~other~~ fermented malt beverages may be consumed by adults in City parks except the following:
- (a~~1~~) Glenmere Park and any of its adjacent public streets, parking lots, alleys or sidewalks;
  - (b~~2~~) Lincoln Park, located between 7th to 9th Streets and 9th to 10th Avenues, except within premises holding a license or permit issued by the Liquor Licensing Authority; and
  - (c~~3~~) Island Grove Regional Park on any calendar day during which the premises is subject to a special event permit.
- (b) Violations. Notwithstanding any other part of this Chapter, a violation of this Section shall be punishable as a misdemeanor offense.

**6.16.275 - Restrictions in Island Grove Park.**

- (a) It is unlawful for any person to serve, consume or possess an open container of alcohol within the boundaries of Island Grove Park on any calendar day during which the premises is subject to a special event permit.
- (b) This Section shall not apply to areas contained within the premises holding a liquor license issued by the Liquor Authority.
- (c) Violations. Notwithstanding any other part of this Chapter, a violation of this Section shall be punishable as a misdemeanor offense.

## Temporary Modifications of Premises

Applications to Date – June 15, 2020

<b>Business</b>	<b>Permit Type</b>	<b>Date Filed</b>	<b>Pending...</b>	<b>Date Issued</b>
Bulldog Deli	Temp Mod	May 26	Complete, N/A	June 2
Tower 56	RUP only (state-issued license)	May 26	Complete, N/A	June 2
Right Coast Pizza	Temp Mod/RUP	May 28	Complete, N/A	June 5
Key Largo Lounge	Temp Mod	June 3	Complete, N/A	June 12
Coyote's SW Grill	Temp Mod	---	<b>WITHDRAWN BY THE APPLICANT</b>	
Old Chicago	Temp Mod	---	Waiting for completed application	
Fat Albert's	Temp Mod	---	<b>WITHDRAWN BY THE APPLICANT</b>	
Patrick's	Temp Mod/RUP	June 5	Liquor Admin Review Team review – due 6/12; pending challenges with the Feds as it relates to use of State Highway; awaiting word on that approval as of 6/15	
Brix Taphouse	Temp Mod/RUP	June 8	Liquor Admin Review Team review – due 6/15	
Kenny's Steakhouse	Temp Mod	June 15	Routing to Liquor Admin Review Team and posting notice on site 6/16, comments due by 6/22	

# DOWNTOWN RESTAURANT EXPANSION OF OPERATIONS

## OVERVIEW & OPTIONS



# State Guidance: Temporary\* Outdoor Customer Seating

- **Groups seated together are limited to 8 persons**
- **Customers must be seated at tables 6' apart**
- **All employees must wear face coverings**
- **Disinfecting and deep cleaning of all shared surfaces between customer seatings**

*Local and state liquor licensing requirements apply to those establishments serving alcohol.*

*Seating areas can be established and food served while the approval for a modified premises liquor license is reviewed.*

*\*120 days from May 15th*

# Liquor licensing

- Existing liquor-serving establishments may apply to add or expand an outdoor seating area, meeting state guidance;
- Applicant must have legal possession of the expanded space via a written lease, license, or other permission to use the outdoor space (if City property a revocable permit can be issued);
- The expanded space must be adjacent to or contiguous to the establishment but that requirement can be met by creating a short pathway to the expanded space;
- City has waived its application fee of \$150 and will also pay the State fee of \$150 for the applicant via a grant of \$5,000 from Greeley Area Recovery Fund (State's fee already reduced by 50%);
- City will establish a pre-approved area for business expansions and will post a blanket public notice on behalf of Downtown area to reduce processing time
- City will process applications simultaneously with the State application; combined process from date of submission ~ 7-8 days (reducing combined review time by 2/3)







**City will allow use of certain sidewalks and parking lots as long as pedestrians are accommodated; however, 8<sup>th</sup> & 9<sup>th</sup> Streets cannot be closed nor obstacles placed in those areas due to emergency access needs**

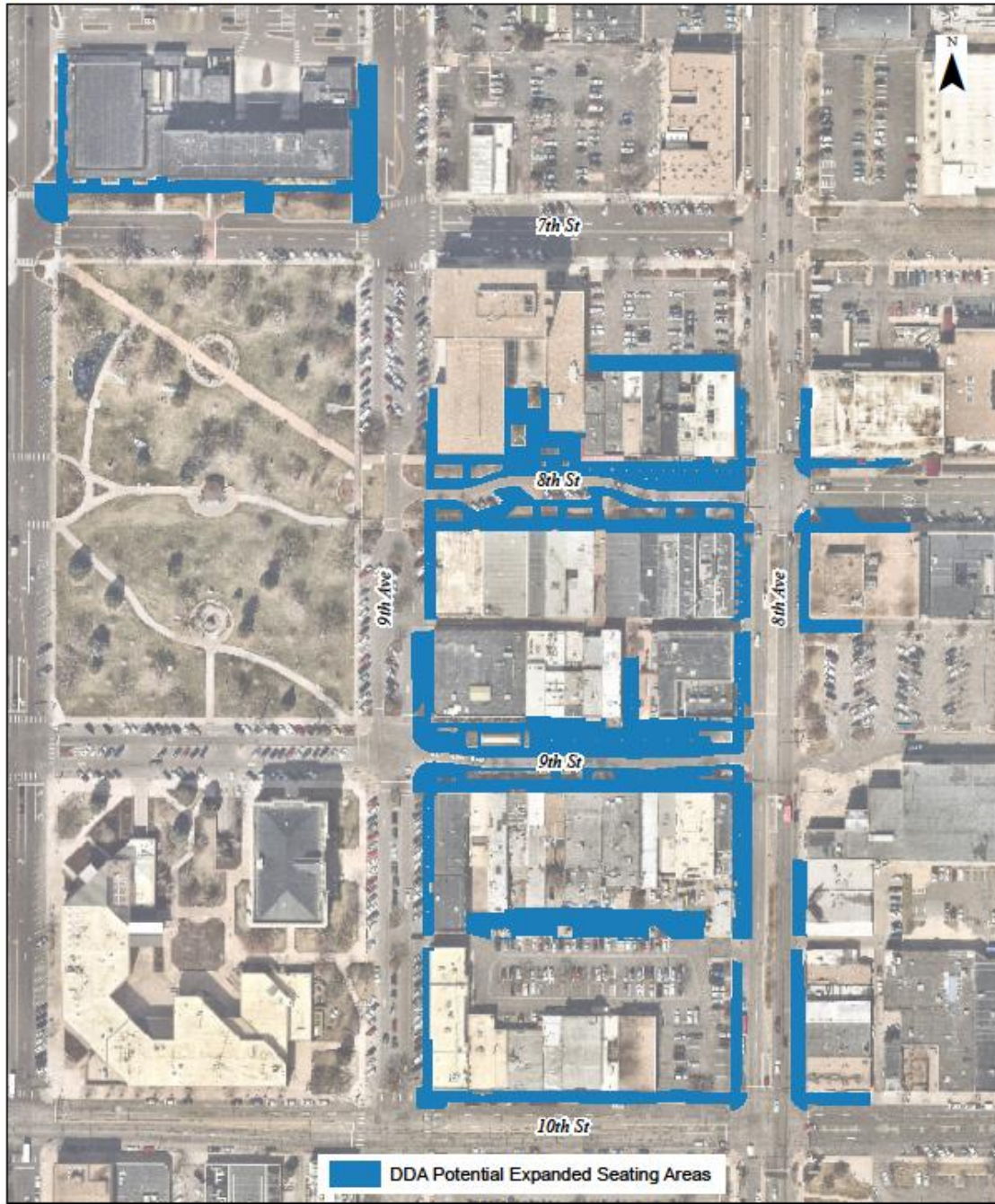


**Weld County is willing to allow a portion of the CHASE Plaza for restaurant seating**



**CDOT is open to proposals for use of their sidewalks and portions of streets**

**See map, next slide**



*Map is preliminary subject to final  
County & CDOT area approvals and  
feedback from downtowners*

# Options

## Each Business Submits for its Service Area Expansion

1. Identify area for expansion from the City map OR propose an alternate area
2. Complete revocable permit for expansion of restaurant use on City-controlled property. *Once granted by City, outdoor food service can begin as soon as seating and perimeter fencing is in place (1 -3 days).*
3. If planning to serve alcohol outdoors, submit additional modification of premises information (streamlined liquor license process)
4. Liquor application reviewed by City/State simultaneously
5. Anticipated approval 7-8 days total *(about 1/3 the normal processing time)*

## Common Consumption Overlay

Common Consumption Legislation was intended to support events/venues which promote social interactions between and among area uses. The State has not concluded this procedure can be used for restaurant premise expansion.

In Greeley, the Common Consumption regulations work well for events where street can be briefly closed; does not work when street needs to remain open (CC boundary cannot cross open street, e.g. 9<sup>th</sup> Street, 8<sup>th</sup> Street);

Under State rules, individuals must stay seated in a specific restaurant's area;

"Common Consumption" use conflicts with the State standards for maximum group size in a shared area

***Notes:***

- **The expanded seating area application is an administrative process; no action by City Council is required**
- **The modification of premises to serve alcohol is approved by the State and locally by the Administrative Hearing Officer**
- **Goal is to balance interest of different downtown businesses, residents, operations**
- **Comply with State Orders and flex with further amendments**
- **Technical support is available from staff to complete applications**

## ***Next Steps:***

- ***Finalize map based upon County, CDOT, Downtown feedback***
- ***Post public notice for potential expanded liquor license premises in map area***
- ***Post Revocable Permit Application on City website***
- ***Accept/process applications for premises expansion and for modified premises for alcohol sales and service***

# Questions & Comments

**Attachment C**

**Colorado Municipality Street Closures and Licensure:**

<b>Municipality</b>	<b>Location</b>	<b>Street Closure?</b>	<b>Licensed via</b>
City of Boulder	Pearl Street	Yes w/fire lanes and ADA accessibility	Temporary Modifications by individual businesses
City of Arvada	Old Towne	Yes w/fire lanes and ADA accessibility	Temporary Modifications by individual businesses
City of Denver	Union Station	N/A	Permanent liquor license for entire space, which allows alcohol throughout the Station, regardless of where food is purchased
City of Fort Collins	Downtown and other various locations	None	Temporary Modification by individual businesses
City of Grand Junction	Various locations	None	Temporary Modifications by individual businesses
City of Loveland	Various locations	None	Temporary Modifications by individual businesses
City of Greenwood Village	Various locations	None	Temporary Modifications by individual businesses

**REVIEW OF OPTIONS FOR DOWNTOWN OPEN AREA USE FOR DINING & ALCOHOL CONSUMPTION (06 15 2020)**

	<u>INTERIM RULES FOR USE OF CITY PROPERTY (IN PLACE)</u>	<u>OPEN CONTAINER ORDINANCE (DRAFT PROPOSAL)</u>
<b>AREA INCLUDED</b>	All areas shown in blue on map are pre-approved areas w/in which businesses can propose expansion of their patios/premises	Area between and including the 8th and 9th Street plazas between 8th & 9th Avenues including all adjacent sidewalks and the Chase Plaza
<b>PUBLIC STREETS</b>	Remain open	8th & 9th Streets would be closed proposal by DT businesses (not required)
<b>PARKING</b>	Certain parking spaces on adjacent to the 8th & 9th Street plazas, on-street lanes and portions of alleys and City parking lots could be areas for expansion; otherwise, as signed	All parking adjacent to the 8th & 9th Street plazas would be converted to outdoor seating space
<b>SEATING</b>	Each business could expand their seating space into the City property upon application; patrons could dine inside or outside until 10PM w/in those approved areas. Areas would be defined with simple vertical barriers (stanchions, ropes, fencing, lights, etc.)	Seating could occur on DT-provided tables and chairs spaced around the hard-surface plaza seating area (not in street) or on vertical curbs
<b>HOURS OF OPERATION</b>	Per State Guidance (currently until 10PM)	11 AM - Midnight M-F; 8 AM - Midnight S-S
<b>PATRONS</b>	Business patrons only ones who can access additional patio space	General public
<b>APPROVALS</b>	Business submits permit to use City property for patio expansion (1 - 3 day process); can simultaneously submit expansion of premises application for service of alcohol in expanded outdoor area (7-8 day process, inclusive of expansion permit)	Council must approve open container ordinance. If tables/seating is desired, DDA or DT business group must obtain a revocable permit to place their tables in the 8th & 9th Street plaza space; permit will require insurance and a plan to demonstrate compliance with State Guidance for separation of seating, and for area maintenance
<b>TERM OF APPROVAL</b>	May 15 - Sept 11 (120 days aligned with State Guidance)	From date of approval (est. effective date June 29) to Sept 11 (aligned with State Guidance)

**QUESTIONS:**

**A. Can City specify where the alcohol consumed in the area can originate?**

No, any person over 21 yrs can either purchase alcoholic drinks or packaged alcohol from any source (including from their home) to consume in the open container area

**B. Can the City specify that the drinks consumed in this area have to be in an approved container available from area establishments?**

No. The staff-prepared draft has proposed that no alcohol can be consumed from a glass container. While the Go-Cup District has such a provision as a condition of that special license, it is not possible to require alcoholic drinks in an open container area must be limited to a single type of cup or container.

**C. What other cities are closing streets and allowing an open container "food court" type of setting?**

City staff researched several other Colorado cities cited as examples. None of those communities allow open container use. They have closed streets to allow restaurants to expand their seating and modify their liquor license premises, as presently allowed by Greeley.

**D. Can the City limit who can sit at the tables in the Open Container area?**

No, this is an area open to the public, regardless of the tables placed for patron use by the DT establishments, except within their own patio/premises

**E. Would the area have any perimeter fencing or barricades?**

The gates shutting the traffic to vehicular use would be closed at both ends of the street; no other barricades or fencing would be required

**F. How would the open container provisions be enforced?**

Other than age of consumer of the alcohol or use of a glass container, there would be few other provisions to actively enforce during the period of the open container permission. The City encourages groups in excess of State Guidance to disband, but stopped short of issuing tickets for violation of a State Order in this regard. There could be additional education, signage, and enforcement upon expiration of the open container ordinance, if terminated at the end of the 120 day period aligned with the State



## Downtown Open Consumption Ordinance Overview :: 06 15 2020

### BACKGROUND

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

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

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

In the Downtown, the City took additional measures by:

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

### DOWNTOWN RESTAURANTS' REQUEST

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

The City has prepared an ordinance for public review that would allow open consumption of alcohol in the area requested.

## PROPOSED ORDINANCE

The proposed ordinance would allow the consumption of alcohol in area within and adjacent to the 8<sup>th</sup> And 9<sup>th</sup> Street Plazas as shown within the red boundary below. This includes all of the sidewalks adjacent to 8<sup>th</sup> & 9<sup>th</sup> Streets as well as the portions of the 8<sup>th</sup> and 9<sup>th</sup> Avenue sidewalks within the boundary and the Chase Plaza area:



Other provisions of the Ordinance:

Alcoholic drinks must be in non-glass containers

The open consumption area is available from 11 AM to Midnight Monday – Friday and from 8:00 AM to Midnight Saturday and Sunday

This area for open consumption would be available until September 11<sup>th</sup>, 2020

A copy of the proposed ordinance is attached.

## SEATING AND STREET CLOSURE

In order to promote the open nature of the area for seating, the Downtown Promotional Association will apply for a permit from the City to close the 8<sup>th</sup> and 9<sup>th</sup> Plaza streets (between 8<sup>th</sup> and 9<sup>th</sup> Avenues) in order to have the flexibility to place tables and seating in the parking spaces and throughout the sidewalk areas. No parking will be available on these streets during this closure.

The plazas remain open to the public for access to all businesses and seating during this time. Seating is not limited to consumption of food or alcohol purchased from a downtown restaurant.

**PUBLIC HEARING**

City Council will conduct an in-person public hearing on this proposed ordinance on Tuesday, June 23<sup>rd</sup>, at 6:00 PM in the City Council Chambers located at 1001 11<sup>th</sup> Avenue.

The public may submit written comments concerning this matter in advance of the meeting by emailing [cityclerks@greeleygov.com](mailto:cityclerks@greeleygov.com) or by U.S. mail to the City Clerk's Office, 1000 10<sup>th</sup> Street, Greeley, CO 80631. Those comments and questions will also be read into the record during the meeting. The in person meetings will not offer remote participation options at this time.

**FOR MORE INFORMATION**

Questions may be addressed to Becky Safarik, Assistant City Manager at [becky.safarik@greeleygov.com](mailto:becky.safarik@greeleygov.com), 350-9785 or Cheryl Aragon, Interim City Clerk at [Cheryl.aragon@greeleygov.com](mailto:Cheryl.aragon@greeleygov.com), 350-9743

Communication from DDA to Downtown Businesses re: Proposed Open Consumption Ordinance.

Sent 06 15 2020

Reply Reply All Forward



bianca@greeleydowntown.com

Bianca Fisher; alison@greeleydowntown.com; Karen Baumgartner; Becky Safarik

2 4:13 PM

Downtown Open Consumption Ordinance

Summary Overview DT Open Consumption Ord..pdf  
651 KB

AMENDED revision to Draft open container ordinance final for 2nd reading.pdf  
398 KB

Bing Maps Suggested Meetings

+ Get more apps

Hi All,

As a resident, business owner or property owner on or adjacent to the 8th and 9th Street Plazas, we wanted you to be aware of a proposed ordinance that is being considered by the Greeley City Council next week that would allow for the open consumption of alcohol on the plazas and effectively close the plazas to traffic through September 11.

Attached to this email are both the draft ordinance and a summary overview that addresses many of the specific details on this proposed ordinance. You are welcome to attend the **IN-PERSON** public hearing conducted by City Council on Tuesday, June 23rd, at 6:00 pm in the City Council Chambers located at 1001 11th Avenue. You may also submit written comments prior to the meeting to [cityclerks@greeleygov.com](mailto:cityclerks@greeleygov.com).

Thanks,  
Bianca

Bianca Fisher, Executive Director  
*[pronounced: B-YANK-UH]*  
Greeley Downtown Development Authority  
802 9th Street, Ste. 100  
Greeley, CO 80631  
(970) 356-6775

# DOWNTOWN **OPEN CONSUMPTION** ORDINANCE

## **OVERVIEW**



# Current Temporary\* Operational Opportunity

- **Restaurants may expand their premises to accommodate additional seating areas through simple City site review (1–3 days)**
- **If the modification includes alcohol, a companion application is files for local & state action (expedited review – 7-8 days)**
- **All related fees have been eliminated or underwritten**
- **State orders outline specific operational standards**

*Local and state liquor licensing requirements apply to those establishments serving alcohol.*

*Seating areas can be established and food served while the approval for a modified premises liquor license is reviewed.*

*Applicable City-wide*

*As of June 15<sup>th</sup>, 10 restaurants serving alcohol have filed for modified premises (2 withdrew their applications; 4 approved; 4 pending review)*

*\*120 days from May 15<sup>th</sup> (September 11, 2020)*

# Downtown Restaurant Proposal

- **Instead of restaurants expanding their premises individually, or in addition to those who wish to do so, the Downtown Restaurant Group wishes to create a ‘food/drink court’ area with the following permissions:**
  - **Close the 8<sup>th</sup> & 9<sup>th</sup> Street plazas to vehicular traffic**
  - **Allow for the placement of open seating for diners on all sidewalks and parking stall areas**
  - **Operating hours from 8AM to Midnight**
- **The legal, local mechanism to allow for this type of limited operation is by adopting an ordinance that allows “open consumption” of alcohol in this area.**



*County has approved use of the Chase Plaza for the proposed open consumption area;*

*CDOT has voiced support and provided grant funds to offset costs of allowing use of its right-of-way. The Federal Highway Administration has indicated it will need to approve such State permission first.*



# Draft Ordinance

- 1. Creates an open consumption area for the plaza sidewalks, parking spaces, and CHASE Plaza**
- 2. Hours for the open consumption are 11AM – Midnight, Mon-Fri; 8AM – Midnight, Sat & Sun**
- 3. Use automatically sunsets on September 12, 2020 to align with companion State orders**
- 4. Alcohol cannot be consumed from a glass container**
- 5. Anyone from the public may seat themselves in the plaza seating area at any time**
- 6. Consumption of food and drink does not have to originate from the downtown businesses**

# Revocable Permit

- 1. Downtown organization must apply for a revocable permit to use the plazas for open seating;**
- 2. Permit will require a proposed seating plan, maintenance commitment, insurance, and signage noting the extent of the allowed alcohol consumption;**
- 3. Applicant will be responsible for obtaining and placing and removing the tables in the permitted area;**
- 4. The City will not charge its customary fee for the permit**
- 5. The permit is issued and can be revoked administratively for cause**

- **Council introduced the amended ordinance on June 9, 2020**
- **Staff proposes an additional minor amendment to the boundary description to clarify specific sidewalk use within the Open Consumption area**
- **Notice was published and the DDA also shared information summary information and a copy of the introduced ordinance to the downtown community**

*Following the public hearing Council can complete action on this item, if desired:*

- 1. Adopt the ordinance with the staff-proposed amendment*
- 2. Provide guidance to staff for the closure of 8<sup>th</sup> & 9<sup>th</sup> Streets*

*(staff will then process a revocable permit to Downtown organization to describe and allow use of space)*

# Questions

Dear Mayor Gates and City Council,

We know that the last few months have been trying and it seems that with each new day comes a new challenge that you never expected to face. We do not take lightly the time you all have spent considering our request to keep downtown safe and thriving for the coming months and years. Please accept our sincere gratitude towards everyone who has worked so hard to bring us to the point in the process, and thank you for considering the requests of the downtown businesses.

In support of our success, we would ask one more time that you support our initiative to allow the open consumption of alcohol in downtown in conjunction with the closure of 8th and 9th street to create a common area for food and drink.

After reviewing all of the options put before us, we truly believe this ordinance is the best path forward and will provide the best opportunity for a thriving and safe downtown. Here are a few reasons why we believe this to be so:

- 1) Because of current restrictions on bars and restaurants, we estimate that downtown businesses have cumulatively lost over 500 seats, which is not sustainable to most restaurants downtown. Unfortunately, the idea of individual businesses extending their own patios still leaves us significantly short on seating. This proposal would allow us to FULLY utilize the spaces downtown to make up that seating.
- 2) We feel this is the SAFEST option for downtown patrons. The closure of 8th and 9th would allow us to fully distance tables and chairs to ensure that downtown can operate at full capacity but maintain social distancing and better. Additionally with tables and chairs budding up to the streets, it will be much safer (not to mention more enjoyable and quieter) to not have consistent drive by traffic.
- 3) This allows people to enjoy ALL of downtown without barriers and restrictions. Under the extended patio concept, downtown would be marred by an extensive maze of ropes, chains and stanchions, and groups would be required to patron “one or the other” establishments, not “both and”. From the perspective of a customer, this would not be enjoyable nor a good incentive to come eat downtown. With our initiative, someone from a group could get a beer from Brix, another person could get a margarita from Luna’s, and still another could get tacos from the Rio, AND enjoy them all at the same table. This would provide a fresh dining experience, unique to downtown Greeley.
- 4) It gives Greeley residents a reason to be excited about downtown. With the loss of Friday Fest and other significant downtown events, ALL downtown businesses would benefit from the excitement of an open air dining and drinking experience. Increased foot traffic benefits everyone, not just bars and restaurants, but retail shops as well. Also property values increase as excitement for downtown increases.

We are well aware of the negative impact that the closure of 8th and 9th could have. We assume that many of those concerns have been brought to your attention. As downtown businesses, we have taken these concerns very serious and have developed a plan that we believe addresses the majority of those issues.

We continue to ask that you trust our creativity, ingenuity and resolve to make downtown a place that makes the residents of Greeley proud. We believe that in collaborating, evolving, and adapting we will make Greeley downtown better than it was before.

One thing is certain, this pandemic will end. Pandemics always end. Please support our efforts to ensure that our downtown restaurant scene does not end as well.

Sincerely,

Matt Estrin- Tower 56 Distilling

Brian Seifried- Lunas Tacos

Samantha Corliss- Lunas Tacos, The Moxi

Ely Corliss- Lunas Tacos, The Moxi

Peter Osterfelt- The Rio

Tommy Dyer- Brix Brew and Tap

Ryan Gentry- The Box, The Jagger, Gentrys, Bears Country Saloon

Justin Vogel- Right Coast Pizza

Justin Ghofrani- The Kress

Aaron Wooten- Elevated Eateries, The Greeley Chophouse, Cranford's Tea Tavern

Bob and Aimee Hutson- Aunt Helens, Jerry J's

## United Downtown Plan

*Mission: Develop a comprehensive plan that helps downtown businesses maintain full occupancy and continued economic momentum and excitement in downtown Greeley while doing so in a safe, socially distanced manner.*

### Request:

1. Close the 8th and 9th Street Corridors to be used as common areas for food and drink. Sidewalks and parking spaces will be used for seating and the streets will become the right of way for patrons with nothing obstructing the streets in case of emergency use.
2. Pass an ordinance that allows for open consumption of alcohol in the greater downtown area from 11:00pm -12:00am daily.

This request is being made by a coalition of downtown businesses that will take full responsibility for this plan moving forward. Those businesses are: Tower 56 Distilling, Luna's Tacos & Tequila, The Moxi Theater, The Rio, Brix Brew and Tap, Right Coast Pizza, The Chophouse, Gentry Businesses, Aunt Hellens, Jerry J's, The Kress Cinema, Mad Cow, Patricks Irish Pub, and Lonesome Buck Brewing.

Insurance: The coalition of businesses will take out a general liability policy and take sole responsibility for incidences that occur on the closed streets. The coalition will take full responsibility for the cost of this policy.

Security: The coalition will take responsibility for the security of the common areas during busy times. We believe that the times that need the most attention are Friday and Saturday evenings from 6:00pm-12:00am. We anticipate 2 officers during these times unless demand exceeds expectations. During those times the coalition will hire Code 4 security to manage the security needs. All other times will be policed by the individual businesses. If more security is needed, the coalition will take responsibility for that.

Sanitation: The coalition will take full responsibility for the trash and sanitation. Individual businesses within the coalition will take responsibility for the trash and sanitation of the tables within the direct view of their business. EVERY TABLE and TRASH CAN will be assigned to a specific business to manage. If this becomes too burdensome for the individual businesses, the coalition is ready and willing to add the expense of paid sanitation help. Additionally, the coalition may add additional dumpsters at its own expense.

Hand Washing: The coalition will rent hand washing stations that will be serviced weekly. Those hand washing stations will be placed in high traffic areas of the plazas.

Tables and Chairs: Attached is a rough draft of a potential seating chart. Table placement will follow state guidelines for social distancing maintaining a minimum of 6' distance between tables. It is the goal of the coalition to create a cohesive look throughout downtown. The Rio has offered the use of their extra tables that are in excess from their Frisco store closure. Additionally, the coalition is working with a welder to create potential picnic style tables.

Signage: The coalition will develop signage that will clearly state the policies of the open container ordinance: *Open container consumption is only permitted between the hours of 11:00 am - 12:00 am, No Glass Bottles will be permitted in the open container district, No open alcohol containers beyond this point.* Signage will be placed at all entrances to the plazas and throughout the plaza areas. Additional signage will be placed throughout the plaza with the social distancing standards produced by the state. A total of at least 10 “No alcohol beyond this point” signs will be placed at entrances and exits, with additional signs placed throughout.

Street Closures: The coalition will work with city staff to close off the streets in a way that they see fit. It is the desire of the coalition for whatever barricades that need to be used to signify the closure of 8th and 9th street to be in uniform with the overall look at feel of downtown.

Comments: The coalition understands that this plan may need to be altered as the frequency of downtown visitors changes. The group will regularly solicit feedback and make changes to the plan as necessary.

The coalition also reserves the right to solicit sponsorships to help offset the cost to execute this plan.

# Downtown Consumption District

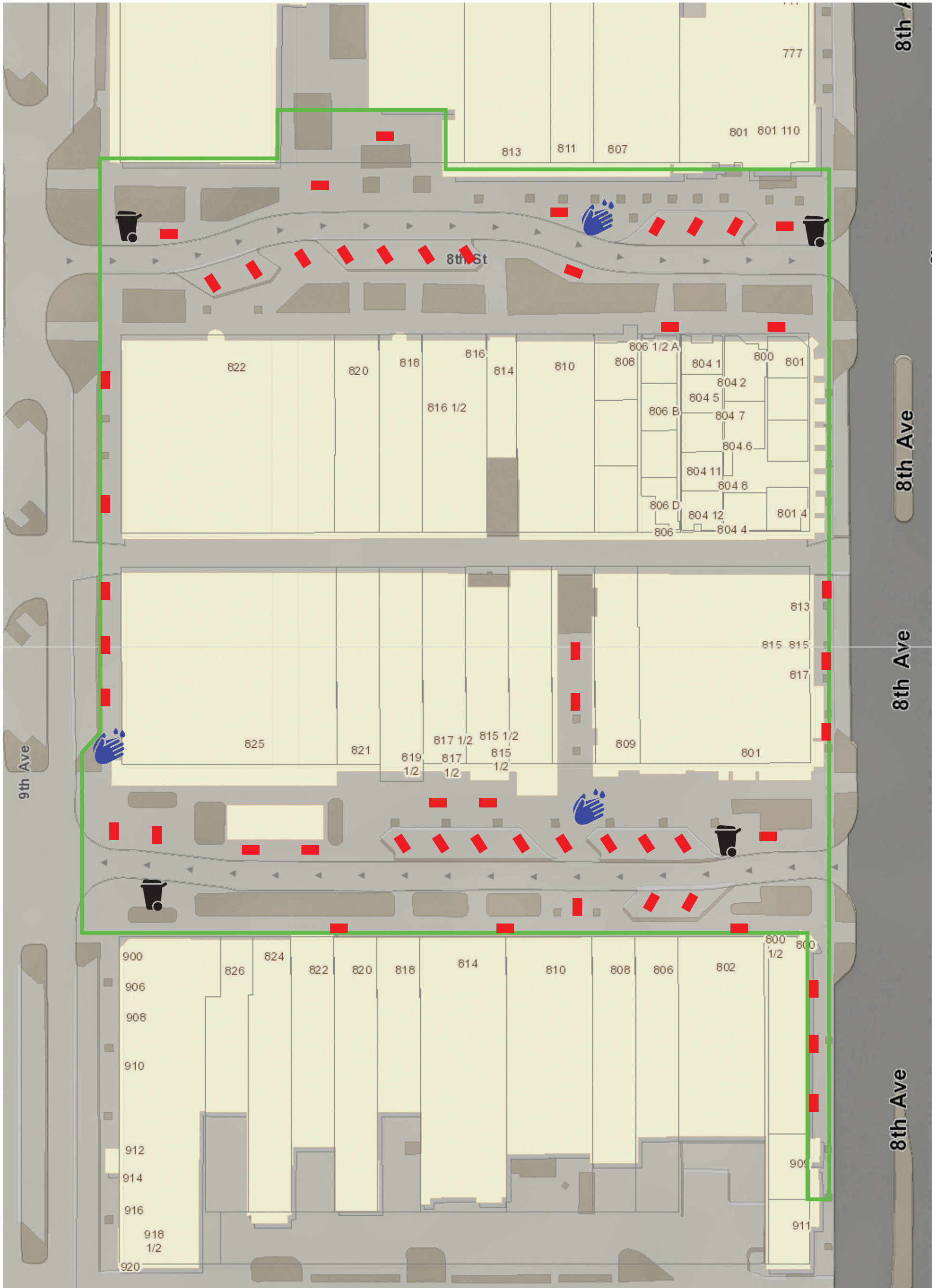
Exhibit A

■ - Table

— - Boundary

🧼 - Hand Washing Station

🗑️ - Extra trash







AN INSURANCE PROPOSAL PREPARED FOR  
Downtown Greeley Promotional Association

---

Effective: TBD



---

**This summary contains only a general description of coverages and does not constitute a policy/contract. For complete policy information, including exclusions, limitations and conditions; refer to the policy document. In the event of any differences between the policy and this summary, the policy will control your coverage. Proposals are subject to verification of driving records for all drivers if applicable. Policies may include a package discount and removing coverage from this summary may affect the annual premium.**





## Brown & Brown of Colorado, Inc.

**A nationally ranked, publicly owned insurance firm built on the understanding and consideration of the buyer's needs.**

Brown & Brown was founded in 1939 and is one of the nation's leading independent insurance organizations. We offer you experience, skill, and innovation in arranging your business insurance needs . . . whether casualty, property, employee benefits, or personal.

People, and the relationships they form, are our strength. Our reputation has been built on a solid foundation of people dedicated to providing the highest degree of service and expertise.

**Please note, all requests for certificates of insurance should go directly to your assigned Account Manager listed below either via email or faxed to (970) 484-4165.**

### Your Fort Collins SERVICE TEAM

<b>Agent:</b>	<b>Kären Siwek</b>	<b>970-494-4667</b> <b>ksiwek@bbcolorado.com</b>
<b>Account Manager:</b>	<b>Jody Harris</b>	<b>970-494-4682</b> <b>jharris@bbcolorado.com</b>

Brown & Brown of Colorado, Inc. is happy to offer all clients a full suite of services. We provide protection in the following areas:

<b>Employee Benefits:</b>	<b>Heather Barbera</b>	<b>970-494-4675</b> <b>hbarbera@bbcolorado.com</b>
<b>Personal Lines:</b>	<b>April Croxton</b>	<b>970-494-4670</b> <b>acroxton@bbcolorado.com</b>
	<b>Kerri Carpenter</b>	<b>970-494-4669</b> <b>kcarpenter@bbcolorado.com</b>





RE: Downtown Greeley Promotional Association  
 Renewal of Policy #: NEW

**QUOTATION**

**Quotation Premium**

Policy Term: 06/22/2020 - 06/22/2021

Quote Exp Date: 07/17/2020 12:01 AM

Excluding TRIA		Including TRIA	
Premium:	\$600.00	Premium:	\$600.00
Inspection Fee	\$150.00	Inspection Fee	\$150.00
Policy Fee	\$150.00	Policy Fee	\$150.00
CO SL Tax(3%)	\$27.00	TRIA:	\$125.00
<b>Total:</b>	<b>\$927.00</b>	CO SL Tax(3%)	\$30.75
		<b>Total:</b>	<b>\$1,055.75</b>

Carrier(s): Nautilus Insurance Company - 7273 East Butherus Drive Scottsdale AZ 85260 - Non-Admitted  
 Hull & Company, LLC is responsible for collecting and filing the Surplus Lines taxes.

Locations: 802 9th Street Suite 100, Greeley, CO, 80631

**Commercial General Liability**

General Aggregate: \$2,000,000  
 Products/Completed Operations Aggregate: Included  
 Each Occurrence: \$1,000,000  
 Personal and Advertising Injury: \$1,000,000  
 Damages to Premises Rented To You: \$100,000  
 Medical Payments (any one person): \$5,000  
 Deductible (BI/PPD) \$500 Per Claim

Class	Description	Sub-Line	Basic	Exposure	Final Rate	Premium
46671	Parks or Common Space	Premises/Operations	Each	1	193.019	\$500 MP
49950	Additional Insured(s)	Additional Insured	Each	1	100	\$100

**Endorsements/Exclusions:** (include, but are not limited to, the following terms, conditions and exclusions.)

**See Attached Carrier Quote**





**Subjectivities and Conditions:** (include, but are not limited to, the following terms, conditions and exclusions.)

100% Minimum & Deposit

25% Minimum Earned Premium

A written bind request must be received prior to quote expiration date as coverage cannot be backdated or presumed bound without confirmation from a representative of Hull & Co. Denver. If the written request to bind is not received by renewal date or quote expiration, there is no coverage and the file will be considered closed.

Completed/Signed Affidavit

Including, but not limited to, the attached schedule of forms.

No Flat Cancellations

Please see attached Company quote for Terms and Conditions

Policy Fees are 100% Fully Earned

Policy is NOT subject to Audit

Premium payment is due within twenty (20) days from the effective date unless otherwise stipulated.

Subject to Certified Terrorism form (TRIA), completed, signed and dated by applicant.

Subject to completed, signed and dated Acord & Company Specific applications signed by both the insured and the producer with coverage and exposures matching quote bound. If any differences the binder and/or policy prevail.

**Special Provisions:**

This quotation is being offered on the basis indicated. It is incumbent upon you to ascertain the accuracy of the quote, and to review with the insured the terms of the quote carefully, as the coverage, terms and conditions may be different than those on original application. **PROPERTY DISCLAIMER:** Client ultimately selects insured values. All requests to bind coverage must be received in our office in writing. Coverage cannot be backdated or presumed to be bound without confirmation from an authorized representative of Hull & Company, LLC. Please advise your client that the policy dictates the actual terms of coverage and in the event of differences, the policy prevails.

Be advised that if Hull & Company, LLC has not received a response from you by the expiration date of this quote, we will consider this quotation closed. Please be sure to check the carrier's A. M. Best rating to satisfy you and your client's interests.

Please review and advise if you have any questions. We look forward to hearing from you concerning placement of this coverage.



Quote Date: 06/17/2020  
 Insured Name: Downtown Greeley  
 Promotional Association

**COMMERCIAL GENERAL LIABILITY QUOTE**

Quote Expiration Date: 7/17/2020  
 Transaction Type: New Business  
 Insured Name: Downtown Greeley Promotional Association  
 Policy Term: 06/22/2020 - 06/22/2021  
 Quote Number: 89884001

To:  
 Attention:  
 From: Yeldell, Scott  
 Email: scott.yeldell@hullden.com  
 Phone:  
 Extension:  
 Fax:  
 Broker:

Nautlius Insurance Company (A.M. Best rating A + XV)

We are pleased to offer the following Terms and Conditions based on information received. Please review carefully as coverage may not be exactly as requested on the application.

General Liability	\$600.00 MP	Advance Premium*		
Total Policy Premium	\$600.00		Total Amount Due	\$600.00
Commission			(including taxes and fees, if listed above)	

**Optional Coverages Declined:**

Class: Coverage:	Limit:	Deductible:	Premium:
90792 First Party Privacy Breach Cov- <del>Low Hazard-</del> Low Exposure	\$25,000 / 25,000 / 25,000	\$1,000	\$50.00

\* The Advanced Premium shown is a Minimum and Deposit premium. At the close of each audit period, we will compute the earned premium for that period. If the earned premium is greater than the advance premium paid, an audit premium is due. If the total earned premium for the policy period is less than the advance premium, such advance premium is the minimum premium for the policy period indicated and is not subject to further adjustment. Refer to form L601 for further explanation.

**Minimum Earned Premium**

If this policy is canceled at the insured's request, including non-payment of premium, there will be a minimum earned premium retained by us of 25% of the premium for this insurance. If a policy or inspection fee is applicable to this policy, the fee(s) will be fully earned and no refund of fees will be made. No flat cancellations.

Terrorism Coverage Acceptance	Terrorism Coverage Rejection
<ul style="list-style-type: none"> <li>Return signed E903 form showing coverage acceptance.</li> <li>Add \$125 flat charge per policy, plus applicable taxes and fees, subject to pro-rata / short rate adjustment if policy is cancelled.</li> <li>Attach E908 Policyholder Disclosure Notice of Terrorism Insurance Coverage and CG2170 Cap On Losses From Certified Acts of Terrorism.</li> </ul>	<ul style="list-style-type: none"> <li>Return signed E903 form showing coverage rejection.</li> <li>Attach CG2173 form Exclusion of Certified Acts of Terrorism.</li> </ul>

CONFIDENTIALITY NOTICE: The transmitted documents contain private, privileged and confidential information belonging to the sender. The information therein is solely for the use of the addressee. If your receipt of this transmission has occurred as the result of an error, please immediately notify us so we can arrange for the return of the original documents. In such circumstances, you are advised that you may not disclose, copy, distribute or take any other action in reliance on the information transmitted.

(01/20)

Page 1 of 4



THIS PROPOSAL CONTAINS ONLY A GENERAL DESCRIPTION OF THE COVERAGE(S) AND DOES NOT CONSTITUTE A POLICY/CONTRACT. FOR COMPLETE POLICY INFORMATION, INCLUDING EXCLUSIONS, LIMITATIONS, AND CONDITIONS, REFER TO THE POLICY DOCUMENT

Quote Date: 06/17/2020  
 Insured Name: Downtown Greeley  
 Promotional Association

**QUOTE - COMMERCIAL GENERAL LIABILITY**

General Liability Limits of Insurance		Deductible		
General Aggregate	\$2,000,000	\$500	BJ/PD Combined	Per Claim
Products / Completed Operations Aggregate	INCLUDED			
Personal & Advertising Injury (any one person or organization)	\$1,000,000			
Each Occurrence	\$1,000,000			
Damage to Premises Rented to You (any one premises)	\$100,000			
Medical Expenses (any one person)	\$5,000			

Code	Classification Description	Premium Basis	Exposure	Prem / Ops Rate	Prod / Comp Ops Rate	Premium
46671	Parks or playgrounds	t+	001	193.019		\$193.00
					Included	Included
49950	CG2012 Additional Insured - State or Governmental Agency or Subdivision or Political Subdivision - Permits or Authorizations	t	001	100.00		\$100.00

Dagger or Plus Sign (+): Products/Completed Operations Included within the General Aggregate Limit unless specifically excluded.

Liability Premium Summary	
Liability:	\$600.00

CONFIDENTIALITY NOTICE: The transmitted documents contain private, privileged and confidential information belonging to the sender. The information therein is solely for the use of the addressee. If your receipt of this transmission has occurred as the result of an error, please immediately notify us so we can arrange for the return of the original documents. In such circumstances, you are advised that you may not disclose, copy, distribute or take any other action in reliance on the information transmitted.



Quote Date: 06/17/2020

Insured Name: Downtown Greeley  
Promotions Association

## FORMS AND ENDORSEMENTS

Form Number	Form Edition Date	Form Title	Form Type
<a href="#">E001</a>	(02/14)	Nautilus Insurance Company Common Policy Declarations	Common Policy
<a href="#">E001J</a>	(04/17)	Nautilus Insurance Company Commercial Lines Policy Jacket	Common Policy
<a href="#">S802</a>	(07/09)	Schedule of Forms and Endorsements	Common Policy
<a href="#">IL0017</a>	(11/98)	Common Policy Conditions	Common Policy
<a href="#">E915</a>	(07/13)	U.S. Treasury Department's Office of Foreign Assets Control (OFAC) Advisory Notice to Policyholders	Common Policy
<a href="#">E906</a>	(01/16)	Service Of Suit	Common Policy
<a href="#">S013</a>	(07/09)	Minimum Earned Premium Endorsement	Common Policy
		<b>Minimum Earned Premium Percent: 25%</b>	
<a href="#">E919</a>	(01/20)	Privacy Notice	Common Policy
<a href="#">S150</a>	(07/09)	Commercial General Liability Coverage Part Declarations	GL
<a href="#">CG0001</a>	(04/13)	Commercial General Liability Coverage Form (Occurrence Version)	GL
<a href="#">CG2012</a>	(12/19)	Additional Insured - State or Governmental Agency or Subdivision or Political Subdivision - Permits or Authorizations	GL
<a href="#">CG2107</a>	(05/14)	Exclusion - Access or Disclosure of Confidential or Personal Information and Data-Related Liability - Limited Bodily Injury Exception Not Included	GL
<a href="#">CG2109</a>	(06/15)	Exclusion - Unmanned Aircraft	GL
<a href="#">CG2147</a>	(12/07)	Employment-Related Practices Exclusion	GL
<a href="#">CG2173</a>	(01/15)	Exclusion of Certified Acts of Terrorism	GL
<a href="#">CG2195</a>	(03/05)	Silica or Silica-Related Dust Exclusion	GL
<a href="#">IL0021</a>	(09/08)	Nuclear Energy Liability Exclusion Endorsement (Broad Form)	GL
<a href="#">L216</a>	(04/16)	Amendment of Definitions - Insured Contract (Limited Form)	GL
<a href="#">L217</a>	(06/17)	Exclusion - Punitive or Exemplary Damages	GL
<a href="#">L223</a>	(06/07)	Exclusion - Total Pollution	GL
<a href="#">L226</a>	(06/06)	Exclusion - Contagious, Infectious or Transmissible Disease	GL
<a href="#">L236</a>	(06/07)	Exclusion - Toxic Metals	GL
<a href="#">L241</a>	(07/09)	Exclusion - Microorganisms, Biological Organisms, Bioaerosols or Organic Contaminants	GL
<a href="#">L318</a>	(04/19)	Exclusion - Events	GL
<a href="#">L408</a>	(03/12)	Changes - Civil Union Or Domestic Partnership	GL
<a href="#">L601</a>	(12/09)	Amendment of Conditions - Premium Audit	GL
<a href="#">L650</a>	(05/09)	Deductible Liability Insurance (Including Allocated Loss Adjustment Expense)	GL
		<b>BI PD Deductible Per Claim: \$500</b>	
<a href="#">S038</a>	(04/16)	Amendment of Liquor Liability Exclusion	GL
<a href="#">S261</a>	(07/09)	Exclusion - Asbestos	GL

CONFIDENTIALITY NOTICE: The transmitted documents contain private, privileged and confidential information belonging to the sender. The information herein is solely for the use of the addressee. If your receipt of this transmission has occurred as the result of an error, please immediately notify us so we can arrange for the return of the original documents. In such circumstances, you are advised that you may not disclose, copy, distribute or take any other action in reliance on the information transmitted.

(01/20)

Page 3 of 4



THIS PROPOSAL CONTAINS ONLY A GENERAL DESCRIPTION OF THE COVERAGE(S) AND DOES NOT CONSTITUTE A POLICY/CONTRACT. FOR COMPLETE POLICY INFORMATION, INCLUDING EXCLUSIONS, LIMITATIONS, AND CONDITIONS, REFER TO THE POLICY DOCUMENT



**POLICYHOLDER NOTICE  
ACCEPTANCE OR REJECTION OF TERRORISM INSURANCE COVERAGE**

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, (the "Act"), you have a right to purchase insurance coverage for losses resulting from acts of terrorism, as defined in Section 102(1) of the Act. The term "act of terrorism" means any act that is certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Coverage under your policy may be affected as follows:

IF YOU ARE PURCHASING COMMERCIAL PROPERTY COVERAGE IN THE STATES OF CALIFORNIA, GEORGIA, HAWAII, ILLINOIS, IOWA, MAINE, MISSOURI, NEW JERSEY, NEW YORK, NORTH CAROLINA, OREGON, RHODE ISLAND, WASHINGTON, WISCONSIN OR WEST VIRGINIA; AND/OR PURCHASING COMMERCIAL INLAND MARINE COVERAGE IN THE STATES OF CALIFORNIA, MAINE, MISSOURI, OREGON OR WISCONSIN THERE ARE STATE STATUTORY EXCEPTIONS COVERING CERTAIN FIRE LOSSES IF YOU DECLINE COVERAGE FOR "ACTS OF TERRORISM" DEFINED UNDER THE ACT. IF AN "ACT OF TERRORISM" CERTIFIED UNDER THE ACT RESULTS IN FIRE, WE ARE REQUIRED TO PAY FOR THE LOSS OR DAMAGE CAUSED BY THAT FIRE. SUCH COVERAGE FOR FIRE APPLIES ONLY TO DIRECT LOSS OR DAMAGE BY FIRE TO COVERED PROPERTY AND IS SUBJECT TO ANY LIMITATIONS OF ANY TERRORISM EXCLUSION, OR INAPPLICABILITY OR OMISSION OF A TERRORISM EXCLUSION. THIS NOTICE DOES NOT SERVE TO CREATE COVERAGE FOR ANY LOSS WHICH WOULD OTHERWISE BE EXCLUDED UNDER YOUR POLICY.

THE PORTION OF YOUR PREMIUM THAT IS ATTRIBUTABLE TO COVERAGE FOR DIRECT LOSS OR DAMAGE THAT IS CAUSED BY AN "ACT OF TERRORISM" CERTIFIED UNDER THE ACT AND WHERE FIRE ENSUES IS \$25, AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSSES COVERED BY THE UNITED STATES GOVERNMENT UNDER THE ACT. NOTE – THIS PREMIUM IS APPLIED TO YOUR POLICY REGARDLESS IF YOU ACCEPT OR DECLINE COVERAGE FOR "ACTS OF TERRORISM" BELOW.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 80% BEGINNING ON JANUARY 1, 2020 OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE ACT, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

**Acceptance or Rejection of Terrorism Insurance Coverage**

<input type="checkbox"/>	I hereby elect to purchase terrorism coverage, subject to the limitations of the Act, for acts of terrorism as defined in the Act, for a prospective premium of <b>\$125.00</b> , plus the following taxes and fees:						
	<table> <tr> <td>\$ _____</td> <td>\$ _____</td> </tr> <tr> <td>\$ _____</td> <td>\$ _____</td> </tr> <tr> <td>\$ _____</td> <td>\$ _____</td> </tr> </table>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
\$ _____	\$ _____						
\$ _____	\$ _____						
\$ _____	\$ _____						
	<b>Total of Premium, taxes and fees is \$125.00.</b>						
<input type="checkbox"/>	I hereby decline to purchase terrorism coverage for certified acts of terrorism. I understand that I will have no coverage for losses resulting from certified acts of terrorism.						

_____ Policyholder/Applicant's Signature	_____ Nautilus Insurance Company Insurance Company
_____ Print Name	_____ Policy Number
_____ Date	_____ Downtown Greeley Promotional Association Named Insured





## Summary of Proposed Premiums and Related Information

---

Premiums as Proposed:	20-21 New:
General Liability	\$600
Inspection Fee	\$150
Policy Fee	\$150
Colorado Surplus Lines Taxes	\$27
<b>Total Premium</b>	<b>\$927</b>

### **NOTES:**

Higher Limits of Coverage's May be Available

Client Ultimately Selects Insured Values

Surplus Lines Policy subject to 3% Colorado State Tax, inclusive of premiums and fees. All Fees are 100% fully earned at policy inception. Premium is 25% earned at policy inception.

Installment payment plans may be subject to fees per installment of up to \$15.00.





# A.M. Best Rating of Proposed Companies

INSURANCE COMPANY	COVERAGE	RATING	ADMITTED
Nautilus Insurance Company	General Liability	A+, XV	No

## General Rating

These rating classifications reflect BEST's opinion of the relative position of each company in comparison with others, based upon averages within the Property-Casualty insurance industry. They are reflective of overall company services and standing within the industry.

A++, A+	Superior	B, B-	Fair
A, A-	Excellent	C++, C+	Marginal
B++, B+	Good	C, C-	Weak

## Financial Size Category

The Financial Size Category is an indication of the size of an Insurer and is based on reported Policyholder's surplus conditional or Technical reserve Funds, such as mandatory securities valuation reserve, or other investments and operating contingency funds and/or miscellaneous voluntary reserves in liabilities.

(\$ in Thousands)			
Class I	Up	to	\$1,000
Class II	\$1,000	to	\$2,000
Class III	\$2,000	to	\$5,000
Class IV	\$5,000	to	\$10,000
Class V	\$10,000	to	\$25,000
Class VI	\$25,000	to	\$50,000
Class VII	\$50,000	to	\$100,000
Class VIII	\$100,000	to	\$250,000
Class IX	\$250,000	to	\$500,000
Class X	\$500,000	to	\$750,000
Class XI	\$750,000	to	\$1,000,000
Class XII	\$1,000,000	to	\$1,250,000
Class XIII	\$1,250,000	to	\$1,500,000
Class XIV	\$1,500,000	to	\$2,000,000
Class XV	\$2,000,000	to	Greater

This information has been provided to you so that consideration is given to the financial condition of our proposed carriers. The financial information disclosed is the most recent available to Brown & Brown. Brown & Brown does not guarantee financial condition of the insurers listed above.

The financial condition of the above carriers has been fully explained by and I hereby acknowledge these financial conditions.



THIS PROPOSAL CONTAINS ONLY A GENERAL DESCRIPTION OF THE COVERAGE(S) AND DOES NOT CONSTITUTE A POLICY/CONTRACT. FOR COMPLETE POLICY INFORMATION, INCLUDING EXCLUSIONS, LIMITATIONS, AND CONDITIONS, REFER TO THE POLICY DOCUMENT



## Compensation Disclosure

**Compensation.** In addition to the commissions or fees received by us for assistance with the placement, servicing, claims handling, or renewal of your insurance coverages, other parties, such as excess and surplus lines brokers, wholesale brokers, reinsurance intermediaries, underwriting managers and similar parties, some of which may be owned in whole or in part by Brown & Brown, Inc., may also receive compensation for their role in providing insurance products or services to you pursuant to their separate contracts with insurance or reinsurance carriers. That compensation is derived from your premium payments. Additionally, it is possible that we, or our corporate parents or affiliates, may receive contingent payments or allowances from insurers based on factors which are not client-specific, such as the performance and/or size of an overall book of business produced with an insurer. We generally do not know if such a contingent payment will be made by a particular insurer, or the amount of any such contingent payments, until the underwriting year is closed. That compensation is partially derived from your premium dollars, after being combined (or “pooled”) with the premium dollars of other insureds that have purchased similar types of coverage. We may also receive invitations to programs sponsored and paid for by insurance carriers to inform brokers regarding their products and services, including possible participation in company-sponsored events such as trips, seminars, and advisory council meetings, based upon the total volume of business placed with the carrier you select. We may, on occasion, receive loans or credit from insurance companies. Additionally, in the ordinary course of our business, we may receive and retain interest on premiums you pay from the date we receive them until the date of premiums are remitted to the insurance company or intermediary. In the event that we assist with placement and other details of arranging for the financing of your insurance premium, we may also receive a fee from the premium finance company.

If an intermediary is utilized in the placement of coverage, the intermediary may or may not be owned in whole or part by Brown & Brown, Inc. or its subsidiaries. Brown & Brown entities operate independently and are not required to utilize other companies owned by Brown & Brown, Inc., but routinely do so. In addition to providing access to the insurance company, the Wholesale Insurance Broker/Managing General Agent may provide additional services including, but not limited to: underwriting; loss control; risk placement; coverage review; claims coordination with insurance company; and policy issuance. Compensation paid for those services is derived from your premium payment, which may on average be 15% of the premium you pay for coverage, and may include additional fees charged by the intermediary.

**Questions and Information Requests.** Should you have any questions, or require additional information, please contact this office at \_(970)482-7747 or, if you prefer, submit your question or request online at <http://www.bbinsurance.com/customerinquiry/>





# Coverage Disclosures

---

## Commercial Property

---

Insured ultimately chooses values insured. We can assist you in your final determination

## Commercial General Liability

---

Premium is subject to annual audit of actual exposures

## Commercial Automobile

---

Medical Payments coverage must be offered per Colorado State Law. If coverage is not desired, a signed rejection form will be required.

Uninsured/Underinsured Motorists coverage is available up to the limit of liability. If the limit selected is less than the Bodily Injury and Property Damage limit, a signed selection/rejection form will be required.

There is no automatic coverage for contents of vehicles or attached equipment mounted in/upon vehicles unless specifically stated in the auto and inland marine section.

There is no coverage, including defense, arising out of the actual, alleged, or threatened discharge, dispersal, release, or escape of pollutants. See policy for exclusions.

Trailers must be listed for coverage to apply.

All vehicles must be titled in the business name.

Refer to policy for all exclusions and limitations.

## Workers' Compensation & Employers Liability

---

Premium is subject to annual audit of actual exposures.

Corporate Officers, LLC Managing Members, Sole Proprietors and Partners are subject to minimum payrolls if coverage is included.

Claims should be reported to your carrier within 48 hours of injury or sickness.

Un-Insured subcontractors may be subject to coverage.





## Statement Acknowledging that Coverage has been placed with a Non-Admitted Carrier

---

The undersigned hereby acknowledges that he (she) has instructed **Brown & Brown of Colorado, Inc.** to place insurance coverage(s) with a surplus lines company and understands that the insurance coverage(s) written are **not** subject to the protection and benefits of the Insurance Guaranty Association.

\_\_\_\_\_  
*Signature of the Insured*

\_\_\_\_\_  
*Print Name*

\_\_\_\_\_  
*Date*

Nautilus Insurance Company

\_\_\_\_\_  
*Insurance Company*

TBD

\_\_\_\_\_  
*Policy Term*

General Liability

\_\_\_\_\_  
*Policy Type*

TBD

\_\_\_\_\_  
*Policy Number*



---

The increase in electronic business transactions has brought about the Uniform Electronic Transactions Act (“Act”) in an effort to provide some uniformity and consistency regarding these transactions. This Act includes a consent provision on receiving electronic documents as well as the ability to withdraw your consent in the future.



THIS PROPOSAL CONTAINS ONLY A GENERAL DESCRIPTION OF THE COVERAGE(S) AND DOES NOT CONSTITUTE A POLICY/CONTRACT. FOR COMPLETE POLICY INFORMATION, INCLUDING EXCLUSIONS, LIMITATIONS, AND CONDITIONS, REFER TO THE POLICY DOCUMENT

Enclosed is a Consent Form which contains insurance industry standard language that we are asking our clients to complete and return so that we can be in compliance with the provisions of this Act. This will allow us to provide you with quality, consistent delivery of documents according to your preference.

1. Please complete and return this form as follows:
2. Check one of the two boxes based on your preference as respects electronic delivery.
3. Provide the current authorized e-mail address
4. Sign and date the form
5. Return via e-mail, fax or regular mail

## **ELECTRONIC SELECTION / REJECTION OPTION FORM**

### **Selection of Electronic Insurance Policy Delivery Option**

I select the option to receive my insurance policy and documents in connection with my policy electronically, for myself and all those covered under the policy. I acknowledge I may no longer receive paper copies of my insurance policy and supporting documents.

### **Rejection of Electronic Delivery Option**

I reject the option to receive my insurance policy and /or other supporting documents in connection with my insurance policy electronically, for myself and all those covered under the policy. I elect to receive paper copies of such documents.

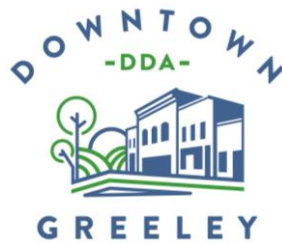
## **Electronic Delivery Disclosure**

The policyholder who elects to allow for insurance policy and/or other supporting documents in connection with the insurance policy to be sent to the electronic mail address provided should be diligent in updating the electronic mail address provided to Brown & Brown of Florida Inc. in the event that the address should change.

Authorized E-mail Address to receive documents: \_\_\_\_\_

Authorized Representative Signature: \_\_\_\_\_

Dated: \_\_\_\_\_



June 19, 2020

Mayor Gates & Fellow City Council Members:

At our June 18<sup>th</sup> DDA Board meeting, we had a great discussion about the open consumption ordinance being considered for the 8<sup>th</sup> and 9<sup>th</sup> Street Plazas in Downtown Greeley. We are appreciative of the comprehensive overview Becky Safarik provided and her ability to answer and address our questions as they arose. We also heard from fellow DDA Board member, Brian Seifried, who shared the perspectives of the restaurant and bar group seeking this temporary ordinance change for our downtown plazas. After discussing many of the potential concerns and issues as well as the possible benefits from this action, the Board unanimously agreed to provide this letter voicing our support for this ordinance to City Council.

We recognize this ordinance change is not an easy or typical request. However, we also recognize we are living in truly unprecedented times and believe this opportunity is a creative, short term approach worth pursuing that further encourages people and our community to come back to downtown Greeley in a safe and fun way. We also believe this ordinance would additionally help our restaurants and bars on the 8<sup>th</sup> and 9<sup>th</sup> Street Plazas in their ability to revive their struggling businesses.

We understand and appreciate the concerns from the businesses and property owners on the plazas that are not supportive of this measure. The DDA is committed to working alongside the restaurant and bar group to help ensure the most successful execution of this ordinance for all our downtown businesses and property owners. We truly want this to be a successful opportunity for everyone in the downtown as best we can.

Please consider this show of support as part of the public hearing on Tuesday, June 23<sup>rd</sup>. We appreciate your leadership and guidance in our City and know that each of you also want to see the downtown community thrive.

On Behalf of the DDA Board,

A handwritten signature in black ink that reads "Bianca Fisher".

Bianca Fisher  
Executive Director  
Downtown Development Authority

---

Greeley Downtown Development Authority  
802 9<sup>th</sup> Street, Ste. 100  
Greeley, CO 80631  
P: (970) 356-6775// F: (970) 304-1851  
[www.greeleydowntown.com](http://www.greeleydowntown.com)



## Thoughts on Downtown Proposal for Liquor Consumption and Street Closures--

I was able to listen to the Council's meeting last week regarding the closure of streets and the allowing of alcohol consumption on the 8<sup>th</sup> and 9<sup>th</sup> Street Plazas. There is no one more dedicated to downtown's success than myself, as I spent years working to bring vibrancy to our downtown district. My concern and sadness over closures of retail, bars and restaurants has been heavy and I too have dealt with serious issues with Mariposa. There is no doubt that the restaurants and bars are experiencing the most devastating losses with limits placed on them that are necessary to protect us from further escalation of the Covid virus. I would like to share some thoughts I have about the proposal before council and offer some alternatives.

Friday Fest/Go Cup was a wonderful gathering of the community every Friday night and I was so thrilled to bring it to fruition. It was shared often to me by others that "this is where to BE on Friday nights and you will always meet your friends on 9<sup>th</sup> street". It was SAFE because there was always 2 to 3 employees from the DDA observing the crowd, at least 4 paid security guards, 2 off duty police officers, and 5 to 6 paid persons watching entrance and exits so that alcohol did not come in or go out. PEOPLE CAME TO HEAR THE MUSIC!! That was the big draw. They ate, they grabbed a beverage, then they mostly sat on lawn chairs they brought or patio areas of bars and restaurants (in the shade if possible). They brought their kids- who were entertained by chalk, music, fire spinners, bubbles and other kids. This is what brought people downtown on Fridays! The cost of all of this was shared by the participating bars/restaurants, AND the DDA was able to solicit sponsors every week who spent \$500 to set up a booth and have access to the big crowd. Often there were two booths (a total of \$1000) which offset the costs for security. This is why Go Cup was unique, managed and loved. Attempts were made to draw folks over to 8<sup>th</sup> street, and some did wander that way, but people wanted to be where the crowd was. We certainly all miss our Friday Nights and wish we could continue it!

I have a hard time understanding how closing both streets from 11am to 12am daily and just having random tables along the plaza area is going to greatly increase the number of people coming downtown. Because of the need to have an emergency drive lane, it won't give the businesses any more surface access than if they used the sidewalks and open areas and parking spaces. Who will be monitoring the crowd (if there is one)? Who will be cleaning off the tables or preventing them from being moved together? Who will pick up the garbage? Who will monitor over-drinking and potential fights and intoxication (normally starting later in the evening)? Who will clear the plaza off and keep it closed at 12 am? It sounds like a burden on our police officers and our City employees.

I am in total support of the plan that the City came up with to allow bars and restaurants to expand outdoor seating into sidewalk and parking areas—where most of the shade can be found. Several of them have already made plans for that. The DDA has a lot of stanchions that can be used to extend that seating. Liquor licenses can be quickly extended. Each business can be responsible for their area for clean-up. There will be plenty of spaces for diners and drinkers to enjoy our great summer evenings. Also, perhaps to encourage some buskers to roam down the street, playing music for tips or fire spinners and other activities that can still accommodate social distancing. I might suggest that the DDA could consider helping pay for some of that entertainment. This would add something to the environment and enhance the experience, rather than just getting takeout and sitting at a table.

If the 9<sup>th</sup> street businesses still strongly want to close the street (as other communities in Colorado are doing), I would not oppose that and appears that the majority of them support that idea. It could then be marketed as a bike friendly area as well, which other cities are promoting. Bike racks could be added into the picture. From my research, several cities are closing streets- mostly because they are 2 lane and they have narrow sidewalks. But I have not seen any of them proposing open consumption, but they are extending the liquor licenses of existing businesses.

8<sup>th</sup> Street is a whole different animal. There are only 3 restaurant/ bars along that street. It has a higher volume of retail and business use and a much higher number of apartments and condos. The Chop House is not open for lunch and it already has outside seating (that could be extended). Most people go there for quiet and elegant dining. Brix has already extended their outdoor space (in addition to their current set up) and are expanding into the County area. Right Coast Pizza has plenty of room in front of their store to expand into the sidewalk and even into parking spaces. Most of the businesses and apartment/condo dwellers along the south side of 8<sup>th</sup> Street receive their deliveries from the street as many do not have access to the alley. We have one business owner on that south side who owns the majority of properties and apartments and is very opposed to the idea of having the street closed for several months. I understand his concerns.

I do feel that help with a Marketing Campaign to get people downtown is greatly needed and I do believe that the DDA is working on that. Once the plan is in place, the focus could be on restaurants and bars and also an emphasis on safety to make people comfortable about dining out again. I do know there is at least one restaurant on the 9<sup>th</sup> Street plaza that is not following the rules of having their staff wear masks (or their customers). This is the kind of issue that could bring problems and hesitations from the public.

My heart is heavy, and I certainly worry about our downtown. Not just the 8<sup>th</sup> and 9<sup>th</sup> street businesses, but all of those along 8<sup>th</sup> Avenue and 16<sup>th</sup> Street as well. We must always think about the entire district. 16<sup>th</sup> street has nowhere to extend their seating with very narrow sidewalks. How can we help them all?

I applaud the fact that Council is willing to try to make things better! Thinking through all the angles is important and coming up with a solution that works is necessary. As the summer evolves, none of us know exactly what restrictions will be in place and modifications may have to be made along the way. Flexibility will be the key and the ability to adapt and change will be necessary.

I would be happy to answer any questions and discuss this further with you if you would like. My phone number is 970-302-9102. I appreciate the council's willingness and interest in helping our Downtown restaurants and bars!

Sincerely,

Pam Bricker  
Mariposa Plants, Flowers & Gifts

**From:** [Cheryl Aragon](#)  
**To:** [Jerry Harvey](#)  
**Subject:** FW: [EXTERNAL] Re: Downtown Greeley Recovery  
**Date:** Friday, June 19, 2020 10:47:27 AM

---

Another item for the agenda packet...



**Cheryl Aragon, CMC**

Interim City Clerk

1000 10<sup>th</sup> Street

[970-350-9743/cheryl.aragon@greeleygov.com](mailto:970-350-9743/cheryl.aragon@greeleygov.com)

[greeleygov.com](http://greeleygov.com)

---

**From:** Elevated <aaron@elevatedeateries.com>

**Sent:** Monday, June 15, 2020 3:56 PM

**To:** Tommy Dyer <tommy@brixbrewtap.com>

**Cc:** Matt Estrin <matt@tower56.com>; John Gates <John.Gates@Greeleygov.com>; Kristin Zasada <Kristin.Zasada@Greeleygov.com>; Edward Clark <Ed.Clark@Greeleygov.com>; Thomas Butler <Tommy.Butler@Greeleygov.com>; Dale Hall <Dale.Hall@Greeleygov.com>; Michael Fitzsimmons <Michael.Fitzsimmons@Greeleygov.com>; Brett Payton <Brett.Payton@Greeleygov.com>; Cheryl Aragon <Cheryl.Aragon@Greeleygov.com>; Aimee Hutson <ahutson@aunthelenscoffeehouse.com>; Matt Bowles <matt@elevatedeateries.com>; Mark and Justin <rightcoastpizza@gmail.com>; Nick Kenny <nick@greeleyphil.org>; ely@moxitheater.com; Brian Seifried <brian@lunastacos.com>; Samantha Corliss <sam@lunastacos.com>; Mike Hettinger <mhettinger@greeleydoubletree.com>; Bob Hutson <bhutson1967@gmail.com>; Peter Osterfelt <petero@riograndemexican.com>; Becky Safarik <Becky.Safarik@Greeleygov.com>

**Subject:** [EXTERNAL] Re: Downtown Greeley Recovery

Dear Mayor Gates and esteemed City Council members and City of Greeley management:

As we navigate through the Downtown United Proposal regarding an open consumption area on the 8th and 9th street plazas, I felt that this news was incredibly timely-

Please feel free to offer feedback, etc.

<https://www.summitdaily.com/news/colorado-offers-4-1-million-to-cities-that-use-pavement-for-people-not-cars-as-part-of-coronavirus-recovery/>

Respectfully submitted-

Aaron K. Wooten

On Jun 10, 2020, at 10:55 AM, Tommy Dyer <[tommy@brixbrewtap.com](mailto:tommy@brixbrewtap.com)> wrote:

To Mayor Gates and City Council,

After listening to yesterday's city council meeting I felt obligated to address a very great question from council member Fitzsimmons and others on concerns of the proposal actually helping downtown businesses and the general disapproval of letting the public being able to bring outside drink:

From my understanding, we are all in agreement that bringing outside drink is not ideal. BUT, since this is the quickest way to get an ordinance in place and time being crucial, we have to allow people to bring in outside drink in the open area (not on our own patios or premise). Although, if approved, whatever marketing campaign we put together, would not mention the fact that people are able to do so. We would NOT advertise, in any way, this side of the ordinance. As council member Butler stated, we don't expect many, if any, to bring outside alcohol just to sit downtown given that we collectively provide so many great options.

And secondly on that same question; we see this being helpful specifically to get around the limited capacity issue, which for many of us, is still very hurtful to business survival. Some restaurants (not myself) have a less than ideal space to work with for the current extended patio space. This gives us the opportunity to serve as many customers as possible all while still providing a safe socially distanced environment.

I cannot speak for everyone, but for a majority of the downtown businesses, we seem to be on the same page.

We are willing to work hard to make sure we get this right and provide something special. Thank you for your support, patience and understanding for our small business community.

Sincerely,

On Tue, Jun 9, 2020 at 2:20 PM Matt Estrin <[matt@tower56.com](mailto:matt@tower56.com)> wrote:

Mayor Gates and City Council-

Please see the attached letter with support of tonights vote from Rio owner Pat McGaughran.

Cheers,

Matt Estrin  
Tower 56 Distilling  
Owner  
720-880-8131

[matt@tower56.com](mailto:matt@tower56.com)

"Spiriting Great Memories"

On Jun 8, 2020, at 2:00 PM, Matt Estrin <[matt@tower56.com](mailto:matt@tower56.com)> wrote:

Mayor Gates and City Council-

Happy Monday! Thank you all again for taking the time to consider our downtown proposal and consider it so quickly!! We had a great meeting wit Becky today and I believe we are all on the same page with the ordnance that will be put forth tomorrow night. We are sincerely grateful for the hard work that the city has put into this ordinance.

My request is simple. **Please vote this ordinance through to the public hearing stage tomorrow night.** I know there may be some concerns and reservations by some, but allowing this ordinance to move to the public hearing stage would allow us downtown businesses the opportunity to prove to you that we can make this work and that it will be a huge benefit to the city and downtown business as a whole.

Thank you again!

Cheers,

Matt Estrin  
Tower 56 Distilling  
Owner  
720-880-8131  
[matt@tower56.com](mailto:matt@tower56.com)  
"Spiriting Great Memories"

On May 23, 2020, at 2:50 PM, Matt Estrin <[matt@tower56.com](mailto:matt@tower56.com)> wrote:

Dear Mayor Gates and City Council-

Let me start by thanking you all for your leadership during this unprecedented times. I am sure that none of you expected to have to lead our city through something like this. I have every bit of confidence that you all continue to make the best decisions possible for the safety and economic vitality of our community. Thank you for developing the Greeley Area Recovery Fund, which my business has benefitted from.

When I opened Tower 56 Distilling just under 2 years ago, I never would have guessed I would have experienced all that I have as a small business owner. Pandemic aside, I have been blown away by the overwhelming community support for our business. It has truly been an honor to own and operate a business in the incredible city of Greeley.

I can say with great confidence that I believe we will as a business will make it through this pandemic, thanks to the creativity of my staff, the generosity of our community and the partnership we have with other downtown businesses.

That does not mean that I am without concerns for the future of small business in Greeley, especially the future of small business in Downtown Greeley. As you may or may not have heard, several downtown small businesses have begun brainstorming creative ways to continue to make downtown a destination for Greeley residents in a way that makes it safe for everyone. Some of the ideas involve the use of 8th and 9th Street, downtown sidewalks and Lincoln Park for additional seating.

Many of my business friends and I have had to completely change our business models and use creative thinking to navigate these unexpected times. It wasn't what any of us wanted to do, but it is what we had to do to survive. I would love to see our local elected and appointed government officials use the same creativity and ingenuity to give our city businesses the best chance at not just surviving, but thriving.

Here is my request:

1. Engage our local business owners in developing creative initiatives that can give small business a serious fighting chance. Consider hosting a zoom call with the city council and other appointed officials as well as business owners to brainstorm creative initiatives. Personally, I would ask that you do not let organizations like the DDA "represent all downtown business." While I know their intentions are good, the voices of downtown business owners often differ from the opinion of the DDA.
2. REMOVE as much red tape as possible in allowing us the ability to extend our operations. I spent some time this morning reading through the application process to simply extend my liquor license by 8 feet on to my sidewalk. It was daunting and very overwhelming and the time it takes for approval is incredibly prohibitive. We don't need applications and review periods, we need quick and effective initiatives that give businesses a fighting chance.
3. For Downtown, please consider a temporary closure of 8th and 9th street, downtown sidewalks and Lincoln Park for additional seating for restaurants, bars, breweries and distilleries. We as downtown businesses are willing to take the responsibility of finding seating, making sure people adhere to the social distancing requirements, providing sanitation and trash for the extended seating. Downtown Greeley paved the way for the state of Colorado with the Go-Cup and Friday Fest events. Let us once again show how Downtown Greeley can innovate better than any other city in the state.

Again, please know I have such admiration and gratitude for all of you. I am so grateful to operate a business in a city with such incredible leadership. I would not trade our community for anything.

I look forward to continuing to work with you and my fellow businesses to come out of this pandemic stronger and better.

Sincerely,

Matt Estrin  
Owner  
Tower 56 Distilling  
720-880-8131  
[matt@tower56.com](mailto:matt@tower56.com)

--

**Tommy Dyer**

Co-Owner

[°Brix Brew & Tap](#)

(913)-660-4511



---

**CAUTION:** This email is from an **external** source. Ensure you trust this sender before clicking on any links or attachments.

**From:** [CityClerks](#)  
**To:** [Jerry Harvey](#)  
**Subject:** FW: Downtown ordinance revisions  
**Date:** Friday, June 19, 2020 9:23:06 AM

---

Also for the Open Container Ordinance item. Thank you!



**Cheryl Aragon, CMC**

Interim City Clerk

1000 10<sup>th</sup> Street

[970-350-9743/cheryl.aragon@greeleygov.com](mailto:970-350-9743/cheryl.aragon@greeleygov.com)

[greeleygov.com](http://greeleygov.com)

---

**From:** Tom Shaw <Tom@ServPro10134.com>  
**Sent:** Friday, June 19, 2020 9:19 AM  
**To:** CityClerks <CityClerks@Greeleygov.com>  
**Subject:** [EXTERNAL] Downtown ordinance revisions

To whom it may concern. I would like to add my strong support for this proposal as I believe it would give these business' added opportunities to recover from our current pandemic challenge.

Best regards,

Tom Shaw

---

**CAUTION:** This email is from an **external** source. Ensure you trust this sender before clicking on any links or attachments.



# Council Agenda Summary

June 23, 2020

## **Agenda Item Number 7**

### **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

June 23, 2020

## Agenda Item Number 8

### Title

Adjournment