



Mayor

John Gates

Councilmembers

Jonathan Smail
Ward I

Brett Payton
Ward II

Michael Fitzsimmons
Ward III

Dale Hall
Ward IV

Stacy Suniga
At-Large

Robb Casseday
At-Large

A City Achieving
Community Excellence

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

City Council Agenda

June 4, 2019 at 6:30 PM

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

- [1.](#) Call to Order
- [2.](#) Pledge of Allegiance
- [3.](#) Roll Call
- [4.](#) Recognitions and Proclamations
- [5.](#) Citizen Input
- [6.](#) Approval of the Agenda
- [7.](#) Reports from Mayor and Councilmembers
- [8.](#) Petitions from Mayor and Councilmembers

Consent Agenda

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

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

- [9.](#) Approval of the City Council Proceedings of May 21, 2019
- [10.](#) Acceptance of the Report of the May 28, 2019, City Council Worksession
- [11.](#) Consideration of a resolution of the Greeley City Council authorizing the City to enter into an intergovernmental agreement with the Colorado Department of Transportation, Division of Transit and Rail, entitled "FASTER Transit Grant Agreement"
- [12.](#) Consideration of a resolution of the City of Greeley Council adopting the United States Highway 34 Planning and Environmental Linkages Study from Larimer County Road 27 to Weld County Road 53 of a Resolution to adopt the US 34 Planning and Environmental Linkages (PEL) Study
- [13.](#) Consideration of a resolution of the City of Greeley Council authorizing the City to enter into a memorandum of understanding to facilitate Transit Asset Management

target setting for the FAST Act performance measures between North Front Range Metropolitan Planning Organization, Transfort, Greeley Evans Transit, and the Colorado Department of Transportation

- [14.](#) Consideration of a Resolution of the Greeley Council authorizing City to enter into a Twenty Year Lease Agreement with the Greeley Independence Stampede
- [15.](#) Consideration of a resolution authorizing the transfer of \$150,000 in Airport Improvement Funds from the Greeley-Weld County Airport to Wray Municipal Airport
- [16.](#) Consideration of a change order to the professional services contract with contract authors Gregory J. Hobbs and Michael Welch (Hobbs and Welch) for research, writing, preliminary editing, manuscript preparation and support tasks associated with the completion of the History of Greeley Water book
- [17.](#) Introduction and first reading of an ordinance appropriating additional sums to defray the expenses and liabilities of the City of Greeley for the balance of the fiscal year of 2019 and for funds held in reserve for encumbrances at December 31, 2018
- [18.](#) Introduction and first reading of an ordinance repealing Section 14.04.100 of the Greeley Municipal Code regarding the water and sewer budget setting process
- [19.](#) Introduction and first reading of an ordinance adopting amendments to the Greeley Municipal Code, including Chapter 18.04 and Appendix A, regarding reassignment of City Engineer certification on plats and other development review documents to the Engineering Development Review and Civil Inspection Manager
- [20.](#) Introduction and first reading of an ordinance amending sections of Chapter 9 of the Greeley Municipal Code to require mandatory trash service and to make technical corrections to Code sections regarding refuse
- [21.](#) Introduction and first reading of an ordinance of the Greeley Municipal Code amending Chapter 9.18; amending Chapter 14.15; and amending Chapter 14.16 all related to the City of Greeley's Municipal Separate Storm Sewer System

End of Consent Agenda

- [22.](#) Pulled Consent Agenda Items
- [23.](#) Continuation of the Public hearing and final reading of an ordinance amending Sections 2.07.040, 4.20.160, and 4.20.190 of the Greeley Municipal Code regarding Intergovernmental Agreements, Change Orders, and Contract Types
- [24.](#) Public hearing and final reading of an ordinance to consider establishing C-H (Commercial High Intensity) zoning for certain property located in Weld County, Colorado, recently annexed and known as the 2034 Enclave Annexation, generally located north of the Highway 34 Bypass and south of 20th Street, between 83rd Avenue and 95th Avenue, and a public hearing and final reading of an ordinance changing the official zoning map of the City of Greeley, Colorado, to reflect the same
- [25.](#) Scheduling of Meetings, Other Events

- [26.](#) Consideration of a motion authorizing the City Attorney to prepare any required resolutions, agreements, and ordinances to reflect action taken by the City Council at this meeting and at any previous meetings, and authorizing the Mayor and City Clerk to sign all such resolutions, agreements and ordinances
- [27.](#) Adjournment

Council Agenda Summary

June 4, 2019

Agenda Item Number 1

Title

Call to Order

Council Agenda Summary

June 4, 2019

Agenda Item Number 2

Title

Pledge of Allegiance

Council Agenda Summary

June 4, 2019

Agenda Item Number 3

Title

Roll Call

Summary

Mayor Gates

Councilmember Smail

Councilmember Payton

Councilmember Casseday

Councilmember Fitzsimmons

Councilmember Suniga

Councilmember Hall

Council Agenda Summary

June 4, 2019

Agenda Item Number 4

Title

Recognitions and Proclamations

Summary

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

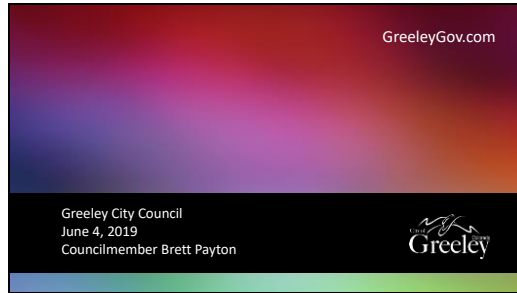
Mayor Gates will present a proclamation recognizing June, 2019 as Alzheimer's Disease and Brain Awareness Month to increase awareness, education, and bring attention to resources that are available to families.

Attachments

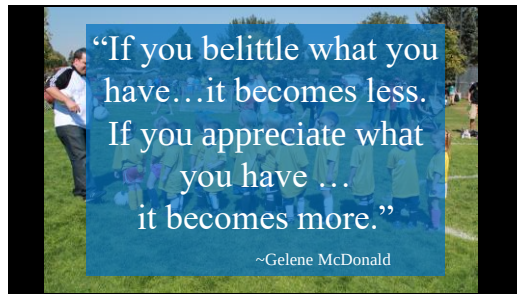
June 4, 2019 What's Great about Greeley Report

Alzheimer's Disease and Brain Awareness Month Proclamation

Slide 1



Slide 2



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

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

Slide 3



Congratulations to the Greeley West boys swim team for winning the Class 4A state title. This is the first-ever boys swimming title ever for West.

Slide 4



Four students from the University of Northern Colorado's Monfort College of Business took first in two categories at the International Business Ethics and Sustainability Case Competition. The students made three presentations related to the United Nations Sustainable Development Goals, a global partnership whose aim includes ending poverty, improving health and education, reducing inequality, spurring economic growth, and addressing climate change. Their presentations, titled Vale Mining Company: Behind the Economic and Environmental Veil, involved the legal, financial and ethical dimensions of the problem; a recommended, viable solution; and sustainability issues.

Slide 5



Local Hive in Greeley, formerly Rice's Honey, has been awarded eight creative awards, including "Best of Show," by the American Advertising Federation. Award categories included logo, packaging, print campaign and Best Brand Makeover. Local Hive won the most awards of any brand in the competition.

Slide 6



Financial news website 24/7 Wall Street has named Weld Food Bank the 3rd Best Food Bank in the U.S. The report considers food banks' financial health, accountability, transparency and the percentage of expenses spent on programs and services delivered.

Slide 7



Greeley is one of 39 U.S. cities to be recognized by The League of American Bicyclists with a Bronze level Bicycle Friendly Community designation. About 2% of the city's workers bike to work....a number the City is hoping to increase. One way we can make that happen is to participate in this year's Bike to Work Day event on June 26th.

Slide 8



Colorado Governor Polis has appointed Lesley Clark Brooks, MD, of Greeley to serve as a doctor of medicine on the Colorado Medical Board which reviews applications for medical licenses. And has appointed Deborah Anne Suniga to serve as a non-attorney and as a Democrat from the Fourth Congressional District for the Supreme Court Nominating Commission. Congratulations to both!

Slide 9



The Colorado Nurses Association has recognized Banner Health nurse Julianne Fritz as a Colorado Nightingale Luminary Award winner for Leadership in Nursing Profession. Julianne is the regional director of oncology services at North Colorado Medical Center in Greeley.

Slide 10





National Alzheimer's Disease and Brain Awareness Month

WHEREAS, Alzheimer's is an incurable and fatal brain disease that causes memory loss, disorientation, decreased judgement, and difficulty speaking; and

WHEREAS, more than 5 million Americans are now living with Alzheimer's disease, 67,000 people in Colorado alone, and 239,000 care partners provide unpaid care at home valued upwards of \$3.3 billion; and

WHEREAS, the cost of the disease is expected to rise to \$1.1 trillion by 2050, pressuring our nation to find a cure, treatment, or preventative measure by then for Alzheimer's; and

WHEREAS, currently the care provided by family caregivers helps offset the impact on our community budgets at a time we cannot afford the rising costs related to healthcare; and

WHEREAS, with early detection and accurate diagnosis, individuals and families can gain access to treatment, medications, enroll in critical research trials, fully participate in planning for their future, and receive free consultation, education and support from the Alzheimer's Association Office in Greeley and access to a 24/7 free helpline; and

WHEREAS, we need individuals and families to know they can receive free help at no cost from the Alzheimer's Association and that there is hope on the horizon with advancements in research.

NOW, THEREFORE, I, John Gates, by virtue of the authority vested in me as Mayor of the City of Greeley, do hereby proclaim June, 2019 as "*Alzheimer's Disease and Brain Awareness Month*" in the City of Greeley.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the official seal of the City of Greeley, Colorado, this 4th day of June, 2019.

John Gates
Mayor

Council Agenda Summary

June 4, 2019

Agenda Item Number 5

Title

Citizen Input

Summary

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

Individual speakers will be limited to 3 minutes each. Council and staff will respond tonight, if possible, to questions or requests. If further time or discussion is needed, a staff member will contact you within the next couple of days. Some items may need to be scheduled for a future meeting.

Council Agenda Summary

June 4, 2019

Agenda Item Number 6

Title

Approval of the Agenda

Council Agenda Summary

June 4, 2019

Agenda Item Number 7

Title

Reports from Mayor and Councilmembers

Summary

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

Board/Commission	Meeting Day/Time	Assignment
--Team of 2-- Board/Commission Interviews	Monthly as Needed	Council Rotation
Water & Sewer Board	3 rd Wed, 2:00 pm	Gates
Youth Commission Liaison	4 th Mon, 6:00 pm	Smail
Historic Preservation Loan	As Needed	Suniga
Police Pension Board	Quarterly	Suniga
Employee Health Board	As Needed	Suniga
Human Relations Commission Liaison	2 nd Monday, 12:30 P.M.	Suniga
Airport Authority	3 rd Thur, 3:30 pm	Casseday/Payton
Visit Greeley	3 rd Wed, 7:30 am	Fitzsimmons
Upstate Colorado Economic Development	Last Wed, 7:00 am	Gates/Hall
Greeley Chamber of Commerce	4 th Mon, 11:30 am	Gates
Island Grove Advisory Board	1 st Thur, 3:30 pm	Smail
Weld Project Connect Committee (United Way)	As Needed	Fitzsimmons
Downtown Development Authority	3 rd Thur, 7:30 am	Casseday/Smail
Transportation/Air Quality MPO	1 st Thur, 6:00 pm	Casseday/Gates
Poudre River Trail	1 st Thur, 7:00 am	Hall
Interstate 25 Coalition	As Needed	Gates
Highway 85 Coalition	As Needed	Payton
Highway 34 Coalition	As Needed	Payton
CML Policy Committee (Council or Staff)	As Needed	Payton and City Manager Roy Otto/Fitzsimmons alternate
CML Executive Board opportunity	As Needed	
CML - Other opportunities	As Available/Desired	

Council Agenda Summary

June 4, 2019

Agenda Item Number 8

Title

Petitions from Mayor and Councilmembers

Summary

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

Petitions will generally fall into three categories:

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

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

Attachments

Status Report of Council Petitions and Related Information

Greeley City Council

Status Report of Council Petitions

Council Request		Council Meeting, Worksession, or Committee Meeting Date Requested	Status or Disposition (After completion, item is shown one time as completed and then removed.)	Assigned to:
	None pending.			

Consent Agenda

June 4, 2019

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

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

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

Council's Recommended Action

To approve Items No. ____ through ____ or

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

Council Agenda Summary

June 4, 2019

Agenda Item Number 9

Key Staff Contact: Betsy Holder, City Clerk, 970-350-9742

Title:

Approval of the City Council Proceedings of May 21, 2019

Summary:

A meeting of the City Council was held on May 21, 2019, in Council's Chambers at the City Center South Campus, 1001 11th Avenue, Greeley, Colorado.

Decision Options:

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

Council's Recommended Action:

A motion to approve the City Council proceedings as presented.

Attachments:

May 21, 2019 Proceedings

City of Greeley, Colorado
CITY COUNCIL PROCEEDINGS
 May 21, 2019

1. Call to Order

Mayor John Gates called the meeting to order at 6:30 p.m., in the Council's Chambers at the City Center South Campus, 1001 11th Avenue.

2. Pledge of Allegiance

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

3. Roll Call

Jerry Harvey, Assistant City Clerk, called the roll. Those present were Mayor John Gates and Councilmembers Robb Casseday, Michael Fitzsimmons, Dale Hall, Brett Payton, Jon Smail and Stacy Suniga.

4. Recognitions and Proclamations

Mayor Gates presented a proclamation for Small Business Week.

Brad Mueller presented the 15th Annual Excellence in Community Design Awards.

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

5. Citizen Input

Steve Teets, Greeley resident, had questions regarding improvements being made to the Greeley Country Club, and he also advocated for a better local and regional bus system in Greeley. Mayor Gates assured him that Public Works will keep up with growth noting that a regional bus system is not on the table at this time, and he assured Mr. Teets that the City is in no way involved in the Greeley Country Club improvements.

6. Approval of Agenda

The agenda was approved upon noting additional documentation for Item No. 19 and noted continuation of the public hearing for Item No. 17.

7. Reports from Mayor and Councilmembers

Councilmember Fitzsimmons thanked Amy Dugan, Director of Visit Greeley with the Chamber of Commerce, for all of the great things the Visit Greeley Committee is involved in, and he reported on Greeley tourism statistics and events.

Councilmember Casseday reported on his attendance at the Downtown Development Authority (DDA) meeting and thanked Mayor Gates for letting him deliver the Armed Services Day proclamation.

Mayor Gates thanked Visit Greeley and Greeley/Weld Chamber of Commerce for the great job that they do. He continued by noting that he presented this year's Hotel MVP Awards; thanked Kevin Bommer, Executive Director of the Colorado Municipal League (CML), for his recent listening tour stop in Greeley; reported on his attendance at the recent Highway 85 Mayor's meeting and the Colorado Association of Letter Carriers Lunch; and concluded by plugging his new show on GTV8, "Who's That With The Mayor".

8. Petitions from Mayor and Councilmembers

There were no petitions from the Mayor or Councilmembers.

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

9. Approval of the City Council Proceedings of May 7, 2019

The Council action recommended was to approve the Proceedings.

10. Acceptance of the Report of the May 14, 2019, City Council Worksession

The Council action recommended was to accept the Report.

11. Consideration of a resolution of the City Council of the City of Greeley, Colorado, authorizing City staff to enter into a settlement agreement with Nicola Moore and Levi Berig

The Council action recommended was to adopt the resolution. **(Resolution No. 23, 2019)**

12. Consideration of a resolution appointing Renee Wheeler to the position of Director of Finance and Ex-Officio City Treasurer

The Council action recommended was to adopt the resolution. **(Resolution No. 24, 2019)**

13. Consideration of a resolution of the Greeley City Council officially naming the park at the Trails at Sheep Draw Subdivision as Hazelton Park

The Council action recommended was to adopt the resolution. **(Resolution No. 25, 2019)**

14. Consideration of a resolution of the Greeley City Council officially naming a new skate park at 3rd Street and 11th Avenue as "3rd Street Plaza"

The Council action recommended was to adopt the resolution. **(Resolution No. 26, 2019)**

15. Introduction and first reading of an Ordinance changing the official zoning map of the City of Greeley, Colorado, to establish C-H (Commercial High Intensity) zoning for certain property located in Weld County, Colorado, recently annexed and known as the 2034 Enclave Annexation, generally located north of the Highway 34 Bypass and south of 20th Street, between 83rd Avenue and 95th Avenue

The Council action recommended was to introduce the ordinance and schedule the public hearing and final reading for June 4, 2019.

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

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

16. Pulled consent agenda items

No items were pulled from the Consent Agenda.

17. Public hearing and final reading of an ordinance amending Sections 2.07.040, 4.20.160, and 4.20.190 of the Greeley Municipal Code regarding Intergovernmental Agreements, Change Orders, and Contract Types

Mayor Gates opened the public hearing at 7:03 p.m., and no comments were offered.

Councilmember Casseday moved, seconded by Councilmember Suniga to continue the public hearing and final reading of the ordinance to June 4, 2019. The motion carried: 7-0

18. Public hearing and final reading of an ordinance to consider a change of zone from PUD (Planned Unit Development) to C-H (Commercial High Intensity) zoning for approximately 1.62 acres of property known as the 2700 and 2720 35th Avenue Rezone, and public hearing and final reading of an Ordinance changing the official zoning map to reflect the same

Brad Mueller, Community Development Director, described the location of the rezoning by showing a map of the location. He continued by highlighting the change in zoning, the background/history of the property, site analysis, zoning suitability map, and approval criteria. Mr. Mueller concluded by explaining the notification process and recommendation to Council.

In response to questions by Mayor Gates and Councilmember Hall, Mr. Mueller described the potential changes of traffic flow into and out of this property to help traffic in that area. He added that these traffic flow changes will not take place until new development begins on the property.

Corey Stiner, the applicant, was introduced to answer questions but none were asked.

Mayor Gates and Councilmember Suniga both added that, in the future, overall traffic flow in the area needs to be studied for safety and traffic issues.

Mayor Gates opened the public hearing at 7:16 p.m.

Steve Teets, Greeley Resident, expressed his concern about traffic and safety issues in this area.

In response to comments from Mr. Teets, Mr. Mueller elaborated on the difference between Commercial High Intensity versus Commercial Low Intensity zoning.

Steven Shops, Greeley Resident, expressed his desire to see more overpasses and underpasses on Highways 34 and 85.

In response to a question for Greeley resident Steven Grant, Joel Hemesath, Public Works Director, explained that the City is currently in the process of planning a new interchange at the 35th Avenue and Highway 34 intersection which will begin soon. He added that it will include an overpass and a frontage road.

Edwin Grant, Greeley Resident, noted traffic problems in area of 35th Ave and 28th Street.

The Mayor closed the public hearing at 7:21 p.m.

Councilmember Payton moved, seconded by Councilmember Suniga that, based on the application received and subsequent staff analysis, the proposed rezone from PUD (Planned Unit Development) to C-H (Commercial High Intensity) meets Development Code Section 18.30.050(c)(3) a, b, f, g and h; and, therefore, approves the rezone. The motion carried: 7-0

Councilmember Payton moved, seconded by Councilmember Suniga to adopt the ordinance and publish with reference to title only. The motion carried: 7-0 (**Ordinance No. 21, 2019**)

- 19. Public hearing and final reading of an ordinance to consider a change of zone from PUD (Planned Unit Development) to PUD (Planned Unit Development) to allow for the additional uses within the Promontory PUD, Area B only, of churches, schools and recreational areas, for approximately 55.44 acres of property located south of Highway 34 Business (10th Street), west of Promontory Parkway, east of Promontory Circle and north of 16th Street, and public hearing and final reading of an Ordinance changing the official zoning map to reflect the same**

Councilmember Payton recused himself for this item and left Council Chambers at 7:23 p.m.

Mr. Mueller explained what a Planned Unit Development (PUD) is and described the map of the portion of the property being impacted by the rezoning. He continued by discussing the history of this property overall and the portion of property affected by this item along with the proposed amendment to the PUD. Mr. Mueller also highlighted relevant development code criteria, and he concluded with an overview of the recommendation to Council by the Planning Commission.

In response to a question by Councilmember Casseday, Mr. Mueller explained that there were no objections to this rezoning during the Planning Commission's public hearing and added that the letter attached to this item was received on May 20, 2019.

In response to questions by Councilmember Suniga, Mr. Mueller explained that this property is already part of the Promontory Metro District. He added that the objection discussed in the letter deals with the fact that churches do not pay taxes so, if this rezone results in a church being built on the property, the Metro District and the City could lose out on tax revenue.

Alan Craft, Greeley Resident and applicant, explained that he would like to purchase property in this location to build a church, and he briefly expressed his plans for the property. He then invited Russel Lee

from Ripley Design to briefly present the purpose of the rezone, highlight the approval criteria being satisfied by this request, and discuss the goals for this property. Then Kent Naughton, attorney for the applicant, was invited to briefly comment on and rebut points made within the letter against the approval of this rezone.

Mayor Gates opened the public hearing at 7:48 p.m.

Larry Podorf, Greeley resident, spoke in favor of the proposed rezone because of the community involvement of the Christ Community Church.

Steven Grant, Greeley resident, spoke in favor of the proposed rezone, and added a concern over the comments against this rezone due to lack of tax revenue resulting from the fact that churches are exempt from paying taxes.

Mayor Gates closed the public hearing at 7:53 p.m.

Councilmember Suniga spoke highly of the community involvement of Christ Community Church, but noted her concern about the potential lack of tax revenue. Doug Marek, City Attorney, explained that Council should only be considering the merit of rezone and not any potential tax revenue issues.

Councilmember Hall moved, seconded by Councilmember Fitzsimmons that, based on the application received and accompanying analysis, the proposed amendment to the Promontory Preliminary PUD, Area B, meets the applicable Development Code criteria, Sections 18.30.050(c)(3) a, b, f, g and h, and Section 18.32.040(b) 1 and 2, and is therefore approved. The motion carried: 6-0 (Payton recused).

Councilmember Hall moved, seconded by Councilmember Fitzsimmons to adopt the ordinance and publish with reference to title only. The motion carried: 6-0 (**Ordinance No. 22, 2019**) (Payton recused)

Councilmember Payton returned to Council Chambers at 7:56 p.m.

20. Public hearing and final reading of an Ordinance correcting the legal description and annexation title contained in Ordinance No. 47, 2017, regarding the annexation of property known as the Signature Bluffs Natural Area Annexation, No. 3, located east of 83rd Avenue and the Poudre River Learning Center, and north of Poudre River Road

Mr. Mueller noted that items 20, 21, and 22 are housekeeping issues, and he did not provide a presentation for any of them. Councilmembers did not have any questions for these three items.

Mayor Gates opened the public hearing at 7:57 p.m., and no comments were offered.

Councilmember Payton moved, seconded by Councilmember Fitzsimmons to adopt the ordinance and publish with reference to title only. The motion carried: 7-0 (**Ordinance No. 23, 2019**)

21. Public hearing and final reading of an ordinance correcting the legal description and annexation title contained in Ordinance No. 15, 2017, regarding the annexation of property known as the Cottonwood Bend Natural Area Annexation No. 3, located east of 59th Avenue and north of F Street

Mayor Gates opened the public hearing at 7:59 p.m., and no comments were offered.

Councilmember Payton moved, seconded by Councilmember Casseday to adopt the ordinance and publish with reference to title only. The motion carried: 7-0 (**Ordinance No. 24, 2019**)

22. Public hearing and final reading of an Ordinance correcting the legal description and annexation title contained in Ordinance No. 17, 2017, regarding the annexation of property known as the Cottonwood Bend Natural Area Annexation No. 5, located east of 59th Avenue and north of F Street

Mayor Gates opened the public hearing at 8:01 p.m., and no comments were offered.

Councilmember Payton moved, seconded by Councilmember Fitzsimmons to adopt the ordinance and publish with reference to title only. The motion carried: 7-0 (**Ordinance No. 25, 2019**)

23. Appointment of applicants to the Citizen Transportation Advisory Board, Greeley Art Commission, Historic Preservation Commission, Human Relations Commission, Museum Board, and Youth Commission

Citizen Transportation Advisory Board – Katrina Harms

Greeley Art Commission – Rachel Freeman

Historic Preservation Commission – Christen DePetro

Human Relations Commission – Ron Heil and Recruit for Additional Applicants

Museum Board – Floris Mikkelsen

Youth Commission – Amelia Benavidez, Jaxson Liscano-Garcia, Maya Potter, Johnathan Rodasta, and Recruit for Additional Applicants

24. Scheduling of meetings, other events

No other meetings or events were scheduled.

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

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

26. Adjournment

There being no further business to come before the Council, Mayor Gates adjourned the meeting at 8:03 p.m.

John Gates, Mayor

Jerry Harvey, Assistant City Clerk

Council Agenda Summary

June 4, 2019

Agenda Item Number 10

Key Staff Contact: Betsy Holder, City Clerk, 970-350-9742

Title:

Acceptance of the Report of the May 28, 2019, City Council Worksession

Summary:

A City Council Worksession was held on May 28, 2019, in Council's Chambers at the City Center South Campus, 1001 11th Avenue, Greeley, Colorado.

Decision Options:

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

Council's Recommended Action:

A motion to accept the Report as presented.

Attachments:

May 28, 2019 Report

City of Greeley, Colorado
COUNCIL WORKSESSION REPORT
 May 28, 2019

1. CALL TO ORDER

The meeting was called to order at 5:00 p.m. by Mayor John Gates, in the Council's Chambers at the City Center South Campus, 1001 11th Avenue.

2. PLEDGE OF ALLEGIANCE

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

3. ROLL CALL

Jessica Diagana, Assistant City Clerk, called the roll. Those present were Mayor John Gates and Councilmembers Robb Casseday, Dale Hall, Jon Smail, and Stacy Suniga. Councilmembers Michael Fitzsimmons and Brett Payton were excused.

4. STATE OF THE COLORADO MODEL RAILROAD MUSEUM AND CITY OF GREELEY MUSEUMS

Michelle Kempema, Executive Director of the Colorado Model Railroad Museum, reported that the museum is celebrating ten years of being open to the public this year and reviewed the museum's history, 2018 year in review, mission and vision, various elements of the museum's strategic plan, key youth activities, youth programs, and future expansion.

Dan Perry, Museum Manager, spoke of the Greeley History Museum including partnerships with other organizations, local and statewide economic impacts, and plans for the future including the process for developing plans, plan components and implementation.

In response to a question from Councilmember Smail, Ms. Kempema reported that there are several youth activities this summer including the STEAM (science, technology, engineering, art, and math) Camp and the plans to expand the museum with a minor subdivision to create a larger building with a class and other needed spaces.

Councilmember Casseday commended staff for a job well done at the Colorado Railroad Museum and expressed excitement about the museum's future projects.

Mayor Gates commended the Colorado Model Railroad Museum and the Greeley History Museum as they seem to get better and better each year and that these are the gems in the community.

5. LICENSE PLATE READER/BODY WORN CAMERA/TASER PRESENTATION

Mark Jones, Police Chief, provided an overview of the License Plate Reader program noting that there are fixed and mobile units and that the Greeley Police Department (GPD) currently has four. He provided a breakdown of the cost per unit and its current uses in GPD.

Chief Jones also provided an overview of body worn cameras by Police Officers for audio, video, or photographic recording including use, cost, its current uses in GPD and a breakdown of the number of videos uploaded and the average number of videos per day. He went on to present several Greeley Police Department Body Worn Camera clips.

Mayor Gates inquired about the retention of the videos, and Chief Jones reported that there is unlimited data storage that it is managed by a third party vendor.

Councilmember Casseday thanked Chief Jones and the GPD for all they do.

Councilmember Suniga thanked the GPD for their professionalism and hard work.

Mayor Gates stated that the videos presented to Council epitomize the need for the cameras and thanked Chief Jones for the implementation of their use.

6. MONTHLY FINANCIAL REPORT

Robert Miller, Budget & Compliance Manager, provided an overview of the April Monthly Financial Report highlighting the General Fund summary, General Fund revenue, General Fund expenditures, sales tax distribution, sales tax by major categories, retail sales tax by location, property tax, and the General Fund: franchise fees and telephone tax, general use tax, auto use tax, building use tax, building permit revenue, building permit violations, water, sewer and stormwater funds, and lodging tax revenues. He concluded by providing a summary of his presentation.

7. SCHEDULING OF MEETINGS, OTHER EVENTS

No additional meetings or other events were scheduled.

8. ADJOURNMENT

There being no further business to come before the Council, Mayor Gates adjourned the meeting at 6:26 p.m.

Jessica Diagana, Assistant City Clerk

Council Agenda Summary

June 4, 2019

Agenda Item Number 11

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

Title:

Consideration of a resolution of the Greeley City Council authorizing the City to enter into an intergovernmental agreement with the Colorado Department of Transportation, Division of Transit and Rail, entitled "FASTER Transit Grant Agreement"

Summary:

As part of the 2019/2020 budgetary process, the City of Greeley approved funding toward the operation of the Poudre Express. This regional transit route will provide express transit service between Greeley and Fort Collins, through Windsor and is in partnership with Windsor and Fort Collins. As part of this process, Greeley Evans Transit staff, in 2018, applied for and received a Colorado Department of Transportation (CDOT) Surface Transportation and Economic Recovery Act (FASTER) Grant. The approval of this FASTER Transit Grant Agreement with the Colorado Department of Transportation, Division of Transit and Rail will provide \$40,000 in state funding to partially subsidizing the operations of the Poudre Express.

Fiscal Impact:

Does this item create a fiscal impact on the City of Greeley?	Yes
If yes, what is the initial, or, onetime impact?	\$35,294
What is the annual impact?	\$110,718
What fund of the City will provide Funding?	General Fund
What is the source of revenue within the fund?	Sales Tax
Is there grant funding for this item?	Yes
If yes, does this grant require a match?	Yes
Is this grant onetime or ongoing?	Ongoing
Additional Comments:	This grant is for operating costs associated with the startup costs (i.e. driver training) of the Poudre Express which is scheduled to start operation on January 2 nd , 2020.

Legal Issues:

None.

Other Issues and Considerations:

Fort Collins and Colorado State University (CSU) have already committed funding toward this service through their budgetary process. The Town of Windsor, who is on a one-year budgetary cycle, is set to approve funding.

Applicable Council Priority and Goal:

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

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

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

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

Decision Options:

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

Council's Recommended Action:

A motion to adopt the Resolution.

Attachments:

Resolution

FASTER Intergovernmental Agreement

THE CITY OF GREELEY, COLORADO

RESOLUTION _____, 2019

A RESOLUTION OF THE GREELEY CITY COUNCIL AUTHORIZING THE CITY TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE COLORADO DEPARTMENT OF TRANSPORTATION, DIVISION OF TRANSIT AND RAIL, ENTITLED “FASTER TRANSIT GRANT AGREEMENT”

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

WHEREAS, the City of Greeley, through the Greeley-Evans Transit (“GET”) services, currently provides transit services to Greeley, Evans, and Garden City; and

WHEREAS, GET has identified the need to provide riders regional service focusing on moving commuters to major employment centers in Greeley, Windsor, and Fort Collins, as well as provide services to students and employees of Colorado State University, University of Northern Colorado, and Aims; and

WHEREAS, the Colorado Department of Transportation (“CDOT”) is contributing FASTER Regional Administration Assistance in the amount of \$40,000 to partially subsidize the operations of the Greeley to Fort Collins bus service known as “Poudre Express”; and

WHEREAS, Fort Collins and Windsor will also contribute funds to operate the Poudre Express; and

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

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

Section 1. The City Council hereby authorizes the City to enter into an Intergovernmental Agreement with the Colorado Department of Transportation, Division of Transit and Rail for FASTER Regional Administration Assistance, and authorizes the Director of Public Works to sign the grant pursuant to Section 2.07.040(b) of the Greeley Municipal Code.

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

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

PASSED AND ADOPTED, SIGNED AND APPROVED THIS _____ day of _____, 2019.

ATTEST:

THE CITY OF GREELEY, COLORADO

City Clerk

Mayor

STATE OF COLORADO
Colorado Department of Transportation
Division of Transit and Rail
FASTER Transit Grant Agreement
with the
CITY OF GREELEY

TABLE OF CONTENTS

1. PARTIES	1
2. EFFECTIVE DATE AND NOTICE OF NONLIABILITY	1
3. RECITALS	2
4. DEFINITIONS.....	2
5. TERM	3
6. STATEMENT OF WORK / CONTRACT OBJECTIVE PLAN.....	3
7. PAYMENTS TO GRANTEE	4
8. REPORTING - NOTIFICATION.....	5
9. GRANTEE RECORDS.....	5
10. CONFIDENTIAL INFORMATION-STATE RECORDS.....	6
11. CONFLICTS OF INTEREST.....	7
12. REPRESENTATIONS AND WARRANTIES.....	7
13. INSURANCE.....	8
14. BREACH	9
15. REMEDIES.....	9
16. NOTICES and REPRESENTATIVES	11
17. RIGHTS IN DATA, DOCUMENTS, AND COMPUTER SOFTWARE.....	11
18. GOVERNMENTAL IMMUNITY.....	12
19. STATEWIDE CONTRACT MANAGEMENT SYSTEM.....	12
20. GENERAL PROVISIONS	12
21. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3).....	14
22. SIGNATURE PAGE.....	16
23. EXHIBIT A.....	17
24. EXHIBIT B.....	20
25. EXHIBIT C.....	26
26. EXHIBIT D.....	27
27. EXHIBIT E	28
28. EXHIBIT F	30
29. EXHIBIT G.....	33
30. EXHIBIT H.....	34
31. EXHIBIT I.....	36

1. PARTIES

This Grant (“Grant”) is entered into by and between CITY OF GREELEY (“Grantee”), and the STATE OF COLORADO acting by and through the Colorado Department of Transportation, Division of Transit and Rail (“State” or “CDOT”). Grantee and the State hereby agree to the following terms and conditions.

2. EFFECTIVE DATE AND NOTICE OF NONLIABILITY

This Grant shall not be effective or enforceable until it is approved and signed by the Colorado State Controller or designee (hereinafter called the “Effective Date”). The State shall not be liable to pay or reimburse Grantee for any performance hereunder, including, but not limited to costs or expenses incurred, or be bound by any provision hereof prior to the Effective Date.

3. RECITALS

A. Authority, Appropriation, and Approval

Authority to enter into this Grant exists in CRS §§43-1-106, 43-1-110, 43-1-117, 43-2-101(4)(c) as amended and funds have been budgeted, appropriated and otherwise made available pursuant to CRS §43-4-811(2) and a sufficient unencumbered balance thereof remains available for payment. Required approvals, clearance and coordination have been accomplished from and with appropriate agencies.

B. Consideration

The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Grant.

C. Purpose

The purpose of this Grant is for CDOT to disburse FASTER Transit Program Funds to Grantee to conduct work within the provisions of this Grant. The work to be completed under this Grant by the Grantee is more specifically described in **Exhibits A and B**.

D. References

All references in this Grant to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

4. DEFINITIONS

The following terms as used herein shall be construed and interpreted as follows:

A. Budget

“Budget” means the budget for the Work described in **Exhibit A**.

B. Evaluation

“Evaluation” means the process of examining Grantee’s Work and rating it based on criteria established in **§6, §19**, and all **Exhibits**.

C. Exhibits and other Attachments

The following are attached hereto and incorporated by reference herein: **Exhibit A** (Scope of Work and Budget), **Exhibit B** (FASTER Program Requirements), and **Exhibit C** (Grantee Payment Checklist), **Exhibit D** (2 CFR 200 Subparts A-F), **Exhibit E** (General Procurement Standards), **Exhibit F** (State and Grantee Commitments), **Exhibit G** (Option Letter), **Exhibit H** (State or Federal-Aid Project Agreements with Professional Subgrantee Services), and **Exhibit I** (Grantee Contract Administration Checklist).

D. Goods

“Goods” means tangible material acquired, produced, or delivered by Grantee either separately or in conjunction with the Services Grantee renders hereunder.

E. Grant

“Grant” means this Grant, its terms and conditions, attached exhibits, documents incorporated by reference under the terms of this Grant, and any future modifying agreements, exhibits, attachments or references incorporated herein pursuant to Colorado State law, Fiscal Rules, and State Controller Policies.

F. Grant Funds

“Grant Funds” means available funds payable by the State to Grantee pursuant to this Grant.

G. Local Funds

“Local Funds” means funds provided by any city, county or entity (public or private) for performance of the Work.

H. Manual

“Manual” refers to CDOT’s “Local Agency Manual”, if applicable.

I. Party or Parties

“Party” means the State or Grantee and “Parties” means both the State and Grantee.

J. Project

“Project” means Work identified in **Exhibit A**.

K. Program

“Program” means the Funding Advancement for Surface Transportation and Economic Recovery (FASTER) Senate Bill 09-108 grant program that provides the funding for this Grant.

L. Review

“Review” means examining Grantee’s Work to ensure that it is adequate, accurate, correct and in accordance with the criteria established in §6, §19 and Exhibit A.

M. Services

“Services” means the required services to be performed by Grantee pursuant to this Grant.

N. State Funds

“State Funds” means funds provided by the State for performance of the Work.

O. Subgrantee

“Subgrantee” means third-parties, if any, engaged by Grantee to aid in performance of its obligations.

P. Work

“Work” means the tasks and activities Grantee is required to perform to fulfill its obligations under this Grant and Exhibit A, including the performance of the Services and delivery of the Goods.

Q. Work Product

“Work Product” means the tangible or intangible results of Grantee’s Work, including, but not limited to, software, research, reports, studies, data, photographs, negatives or other finished or unfinished documents, drawings, models, surveys, maps, materials, or work product of any type, including drafts.

5. TERM

A. Initial Term-Work Commencement

The Parties respective performances under this Grant shall commence on the **Effective Date**. This Grant shall terminate on **December 31, 2019** unless sooner terminated or further extended as specified elsewhere herein.

B. Notice to Proceed

Grantee shall not commence performance of the Work until the date specified by a written notice to proceed, which may be sent by email or by hardcopy pursuant to §16.

C. State’s Option to Extend Terms

The State may unilaterally require continued performance for two additional one year periods at the same rates and same terms specified in the Grant. If the State exercises this option, it shall provide written notice to Grantee at least 30 days prior to the end of the current Grant term in form substantially equivalent to **Exhibit G**. If exercised, the provisions of the Option Letter shall become part of and be incorporated into this Grant. The total duration of this Grant, including the exercise of any options under this clause, shall not exceed (1) year.

6. STATEMENT OF WORK / CONTRACT OBJECTIVE PLAN

A. Completion

Grantee shall complete the Work and its other obligations as described herein and in **Exhibits A and B** on or before **December 31, 2019**. The State shall not be liable to compensate Grantee for any Work performed prior to the **Effective Date** or after the termination of this Grant.

B. Goods and Services

Grantee shall procure Goods and Services necessary to complete the Work. Such procurement shall be accomplished using the Grant Funds and shall not increase the maximum amount payable hereunder by the State.

C. Employees

All persons employed by Grantee or Subgrantees shall be considered Grantee’s or Subgrantees’ employee(s) for all purposes hereunder and shall not be employees of the State for any purpose as a result of this Grant.

D. Federal Laws, Rules and Regulations

If the Grant Funds involves federal funding, Grantee understands and agrees that federal laws, rules and regulations will control the Work and its implementation. Unless a written waiver is granted, Grantee agrees to comply with all required federal laws, rules and regulations applicable to the Work, in addition to all State requirements.

E. Option for Phased Performance

The State may unilaterally require the Grantee to begin performance on the next phase of the Project as outlined in Scope of Work in Exhibit A at the same rates and same terms specified in the Grant. If the State exercises this option, it shall provide written notice to Grantee in a form substantially equivalent to **Exhibit G**. If exercised, the provisions of the Option Letter shall become part of and be incorporated into this Grant.

7. PAYMENTS TO GRANTEE

The State shall, in accordance with the provisions of this §7, pay Grantee in the following amounts and using the methods set forth below:

A. Maximum Amount

The maximum amount payable under this Grant to Grantee by the State is \$40,000.00 as determined by the State from available funds. Grantee agrees to provide any additional funds required for the successful completion of the Work. Payments to Grantee are limited to the unpaid obligated balance of the Grant as set forth in **Exhibit A**.

B. Payment**i. Advance, Interim and Final Payments**

Any advance payment allowed under this Grant or in **Exhibit A** shall comply with State Fiscal Rules and be made in accordance with the provisions of this Grant or such Exhibit. Grantee shall initiate any payment requests by submitting invoices to the State in the form and manner set forth and approved by the State.

ii. Interest

The State shall fully pay each invoice within 45 days of receipt thereof if the amount invoiced represents performance by Grantee previously accepted by the State. Uncontested amounts not paid by the State within 45 days may, if Grantee so requests, bear interest on the unpaid balance beginning on the 46th day at a rate not to exceed one percent per month until paid in full; provided, however, that interest shall not accrue on unpaid amounts that are subject to a good faith dispute. Grantee shall invoice the State separately for accrued interest on delinquent amounts. The billing shall reference the delinquent payment, the number of day's interest to be paid and the interest rate.

iii. Available Funds-Contingency-Termination

The State is prohibited by law from making fiscal commitments beyond the term of the State's current fiscal year. Therefore, Grantee's compensation is contingent upon the continuing availability of State appropriations as provided in the Colorado Special Provisions, set forth below. If federal funds are used with this Grant in whole or in part, the State's performance hereunder is contingent upon the continuing availability of such funds. Payments pursuant to this Grant shall be made only from available funds encumbered for this Grant and the State's liability for such payments shall be limited to the amount remaining of such encumbered funds. If State or federal funds are not appropriated, or otherwise become unavailable to fund this Grant, the State may immediately terminate this Grant in whole or in part without further liability in accordance with the provisions herein.

iv. Erroneous Payments

At the State's sole discretion, payments made to Grantee in error for any reason, including, but not limited to overpayments or improper payments, and unexpended or excess funds received by Grantee, may be recovered from Grantee by deduction from subsequent payments under this Grant or other Grants, grants or agreements between the State and Grantee or by other appropriate methods and collected as a debt due to the State. Such funds shall not be paid to any person or entity other than the State.

C. Use of Funds

Grant Funds shall be used only for eligible costs identified herein and/or in the Budget. Budget line item adjustments exceeding 10% but less than 24.99% must be submitted in advance of actual cost and receive written State approval, which approval may be transmitted informally by email or such other means that does not rise to the level of an amendment to this Grant. A budget revision of **Exhibit A** will be issued by

State with any such adjustment. Adjustments in excess of 24.99% for any line item shall be authorized by the State in an amendment to this Grant. The State's total consideration shall not exceed the maximum amount shown herein.

D. Local Funds

Grantee shall provide Local Funds as provided in **Exhibit A**. Payments to Grantee of Grant Funds will be made for Project expenditures reported by Grantee and submitted to and accepted by the State for payment based on the ratio required State Funds and Local Funds for which Grantee has submitted to the State.

E. Payment Compliance

All Grant reimbursements shall comply with 2 CFR 200 Subparts A through F (Exhibit D). Additionally, Grantee shall only be reimbursed for costs allowable under 2 CFR Part 200, Subpart E.

8. REPORTING - NOTIFICATION

Reports, Evaluations, and Reviews required under this **§8** shall be in accordance with the procedures of and in such form as prescribed by the State and in accordance with **§19**, if applicable.

A. Performance, Progress, Personnel, and Funds

State shall submit a report to the Grantee upon expiration or sooner termination of this Grant, containing an Evaluation and Review of Grantee's performance and the final status of Grantee's obligations hereunder. In addition, Grantee shall comply with all reporting requirements, if any, set forth in the Local Agency Manual and/or this Grant.

B. Litigation Reporting

Within 10 days after being served with any pleading in a legal action filed with a court or administrative agency, related to this Grant or which may affect Grantee's ability to perform its obligations hereunder, Grantee shall notify the State of such action and deliver copies of such pleadings to the State's principal representative as identified herein. If the State's principal representative is not then serving, such notice and copies shall be delivered to the Executive Director of CDOT.

C. Performance Outside the State of Colorado and/or the United States

[Not applicable if Grant Funds include any federal funds] Following the Effective Date, Grantee shall provide written notice to the State, in accordance with **§16 (Notices and Representatives)**, within 20 days of the earlier to occur of Grantee's decision to perform, or its execution of an agreement with a Subgrantee to perform, Services outside the State of Colorado and/or the United States. Such notice shall specify the type of Services to be performed outside the State of Colorado and/or the United States and the reason why it is necessary or advantageous to perform such Services at such location or locations. All notices received by the State pursuant to this **§8.C** shall be posted on the Colorado Department of Personnel & Administration's website. Knowing failure by Grantee to provide notice to the State under this **§8.C** shall constitute a material breach of this Grant.

D. Noncompliance

Grantee's failure to provide reports and notify the State in a timely manner in accordance with this **§8** may result in the delay of payment of funds and/or termination as provided under this Grant.

E. Subgrants

Copies of any and all subgrants entered into by Grantee to perform its obligations hereunder shall be submitted to the State or its principal representative upon request by the State. Any and all subgrants entered into by Grantee related to its performance hereunder shall comply with all applicable federal and state laws and shall provide that such subgrants be governed by the laws of the State of Colorado.

9. GRANTEE RECORDS

Grantee shall make, keep, maintain and allow inspection and monitoring of the following records:

A. Maintenance

Grantee shall make, keep, maintain, and allow inspection and monitoring by the State of a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to the Work or the delivery of Services (including, but not limited to the operation of programs) or Goods hereunder. Grantee shall maintain such records (the Record Retention Period) for a period of three years following the date of submission to the State of the final expenditure report, or if this Grant is renewed quarterly or annually, from the date of the submission of each quarterly or annual report, respectively. If any litigation, claim, or audit related to the Grant starts

before expiration of the Record Retention Period, the Record Retention Period shall extend until all litigation, claims, or audit findings have been resolved and final action taken by the State or Federal Awarding Agency. The Federal Awarding Agency, a cognizant agency for audit, oversight or indirect costs, and the State may notify Grantee in writing that the Record Retention Period shall be extended. For records for real property and equipment, the Record Retention Period shall extend three years following final disposition of such property.

B. Inspection

Grantee shall permit the State, the federal government and any other duly authorized agent of a governmental agency to audit, inspect, examine, excerpt, copy and/or transcribe Grantee's records related to this Grant during the Record Retention Period for a period of three years following termination of this Grant or final payment hereunder, whichever is later, to assure compliance with the terms hereof or to evaluate Grantee's performance hereunder. The State reserves the right to inspect the Work at all reasonable times and places during the term of this Grant, including any extension. If the Work fails to conform to the requirements of this Grant, the State may require Grantee promptly to bring the Work into conformity with Grant requirements, at Grantee's sole expense. If the Work cannot be brought into conformance by re-performance or other corrective measures, the State may require Grantee to take necessary action to ensure that future performance conforms to Grant requirements and exercise the remedies available under this Grant, at law or in equity in lieu of or in conjunction with such corrective measures.

C. Monitoring

Grantee shall permit the State, the federal government, and other governmental agencies having jurisdiction, in their sole discretion, to monitor all activities conducted by Grantee pursuant to the terms of this Grant using any reasonable procedure, including, but not limited to: internal evaluation procedures, examination of program data, special analyses, on-site checking, formal audit examinations, or any other procedures. All monitoring controlled by the State shall be performed in a manner that shall not unduly interfere with Grantee's performance hereunder.

D. Final Audit Report

If an audit is performed on Grantee's records for any fiscal year covering a portion of the term of this Grant, Grantee shall submit a copy of the final audit report to the State or its principal representative at the address specified herein.

10. CONFIDENTIAL INFORMATION-STATE RECORDS

Grantee shall comply with the provisions of this §10 if it becomes privy to confidential information in connection with its performance hereunder. Confidential information, includes, but is not necessarily limited to, any State records, personnel records, and information concerning individuals. Such information shall not include information required to be disclosed pursuant to the Colorado Open Records Act, CRS §24-72-101 *et seq.*

A. Confidentiality

Grantee shall keep all State records and information confidential at all times and to comply with all laws and regulations concerning confidentiality of information. Any request or demand by a third party for State records and information in the possession of Grantee shall be immediately forwarded to the State's principal representative.

B. Notification

Grantee shall notify its agent, employees, Subgrantees, and assigns who may come into contact with State records and confidential information that each is subject to the confidentiality requirements set forth herein, and shall provide each with a written explanation of such requirements before they are permitted to access such records and information.

C. Use, Security, and Retention

Confidential information of any kind shall not be distributed or sold to any third party or used by Grantee or its agents in any way, except as authorized by this Grant or approved in writing by the State. Grantee shall provide and maintain a secure environment that ensures confidentiality of all State records and other confidential information wherever located. Confidential information shall not be retained in any files or otherwise by Grantee or its agents, except as permitted in this Grant or approved in writing by the State.

D. Disclosure-Liability

Disclosure of State records or other confidential information by Grantee for any reason may be cause for legal action by third parties against Grantee, the State or their respective agents. To the extent permitted by law, the Grantee shall indemnify, save, and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any act or omission by Grantee, or its employees, agents, Subgrantees, or assignees pursuant to this §10.

11. CONFLICTS OF INTEREST

Subrecipient shall not engage in any business or personal activities or practices or maintain any relationships that conflict in any way with the full performance of Subrecipient's obligations hereunder. Such a conflict of interest would arise when a Subrecipient's employee, officer or agent, or any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or receives a tangible personal benefit from Subrecipient's receipt of the Federal Award and/or entry into this Grant Agreement. Officers, employees and agents of the Subrecipient may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts.

Subrecipient acknowledges that with respect to this Grant Agreement, even the appearance of a conflict of interest is harmful to the State's interests. Absent the State's prior written approval, Subrecipient shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Subrecipient's obligations to the State hereunder. If a conflict or the appearance of a conflict exists, or if Subrecipient is uncertain whether a conflict or the appearance of a conflict of interest exists, Subrecipient shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the apparent conflict constitutes a breach of this Grant Agreement.

12. REPRESENTATIONS AND WARRANTIES

Grantee makes the following specific representations and warranties, each of which was relied on by the State in entering into this Grant.

A. Standard and Manner of Performance

Grantee shall perform its obligations hereunder in accordance with the highest standards of care, skill and diligence in the industry, trades or profession and in the sequence and manner set forth in this Grant.

B. Legal Authority – Grantee and Grantee's Signatory

Grantee warrants that it possesses the legal authority to enter into this Grant and that it has taken all actions required by its procedures, by-laws, and/or applicable laws to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Grant, or any part thereof, and to bind Grantee to its terms. If requested by the State, Grantee shall provide the State with proof of Grantee's authority to enter into this Grant within 15 days of receiving such request.

C. Licenses, Permits, Etc.

Grantee represents and warrants that as of the Effective Date it has, and that at all times during the term hereof it shall have, at its sole expense, all licenses, certifications, approvals, insurance, permits, and other authorization required by law to perform its obligations hereunder. Grantee warrants that it shall maintain all necessary licenses, certifications, approvals, insurance, permits, and other authorizations required to properly perform this Grant, without reimbursement by the State or other adjustment in Grant Funds. Additionally, all employees and agents of Grantee performing Services under this Grant shall hold all required licenses or certifications, if any, to perform their responsibilities. Grantee, if a foreign corporation or other foreign entity transacting business in the State of Colorado, further warrants that it currently has obtained and shall maintain any applicable certificate of authority to transact business in the State of Colorado and has designated a registered agent in Colorado to accept service of process. Any revocation, withdrawal or non-renewal of licenses, certifications, approvals, insurance, permits or any such similar requirements necessary for Grantee to properly perform the terms of this Grant shall be deemed to be a material breach by Grantee and constitute grounds for termination of this Grant.

13. INSURANCE

Grantee and its Subgrantees shall obtain and maintain insurance as specified in this section at all times during the term of this Grant. All policies evidencing the insurance coverage required hereunder shall be issued by insurance companies satisfactory to Grantee and the State.

A. Grantee

i. Public Entities

If Grantee is a "public entity" within the meaning of the Colorado Governmental Immunity Act, CRS §24-10-101, *et seq.*, as amended (the "GIA"), then Grantee shall maintain at all times during the term of this Grant such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA. Grantee shall show proof of such insurance satisfactory to the State, if requested by the State. Grantee shall require each Grant with Subgrantees that are public entities, providing Goods or Services hereunder, to include the insurance requirements necessary to meet Subgrantee's liabilities under the GIA.

ii. Non-Public Entities

If Grantee is not a "public entity" within the meaning of the GIA, Grantee shall obtain and maintain during the term of this Grant insurance coverage and policies meeting the same requirements set forth in §13(B) with respect to Subgrantees that are not "public entities".

B. Grantee and Subgrantees

Grantee shall require each Grant with Subgrantees, other than those that are public entities, providing Goods or Services in connection with this Grant, to include insurance requirements substantially similar to the following:

i. Worker's Compensation

Worker's Compensation Insurance as required by State statute, and Employer's Liability Insurance covering all of Grantee and Subgrantee employees acting within the course and scope of their employment.

ii. General Liability

Commercial General Liability Insurance written on ISO occurrence form CG 00 01 10/93 or equivalent, covering premises operations, fire damage, independent Subgrantees, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows: (a) \$1,000,000 each occurrence; (b) \$1,000,000 general aggregate; (c) \$1,000,000 products and completed operations aggregate; and (d) \$50,000 any one fire.

iii. Automobile Liability

Automobile Liability Insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of \$1,000,000 each accident combined single limit.

iv. Professional Liability

Professional liability insurance with minimum limits of liability of not less than \$1,000,000 each claim and \$1,000,000 annual aggregate for both the Grantee or any Subgrantee when:

- a) Contract items 625 (Construction Surveying), 629 (Survey Monumentation), or both are included in the Grant
- b) Plans, specifications, and submittals are required to be signed and sealed by the Grantee's or Subgrantee's professional engineer, including but not limited to:
 - (1) Shop drawings and working drawings as described in subsection 105.02 of the CDOT Standards Specification for Road and Bridge Construction Manual which can be found at: www.coloradodot.info/business/designsupport/construction-specifications/2011-Specs/2011-Specs-Bood.pdf
 - (2) Mix designs
 - (3) Contractor performed design work as required by the plans and specifications
 - (4) Approved value engineering change proposals

v. Additional Insured

Grantee and the State shall be named as additional insured on the Commercial General Liability Insurance policy (leases and construction Grants require additional insured coverage for completed operations on endorsements CG 2010 11/85, CG 2037, or equivalent).

vi. Primacy of Coverage

Coverage required of Grantee and Subgrantees shall be primary over any insurance or self-insurance program carried by Grantee or the State.

vii. Cancellation

The above insurance policies shall include provisions preventing cancellation or non-renewal without at least 45 days prior notice to the Grantee and Grantee shall forward such notice to the State in accordance with §16 (Notices and Representatives) within seven days of Grantee's receipt of such notice.

viii. Subrogation Waiver

All insurance policies in any way related to this Grant and secured and maintained by Grantee or its Subgrantees as required herein shall include clauses stating that each carrier shall waive all rights of recovery, under subrogation or otherwise, against Grantee or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

C. Certificates

Grantee and all Subgrantees shall provide certificates showing insurance coverage required hereunder to the State within seven business days of the Effective Date of this Grant. No later than 15 days prior to the expiration date of any such coverage, Grantee and each Subgrantee shall deliver to the State or Grantee certificates of insurance evidencing renewals thereof. In addition, upon request by the State at any other time during the term of this Grant or any subgrant, Grantee and each Subgrantee shall, within 10 days of such request, supply to the State evidence satisfactory to the State of compliance with the provisions of this §13.

14. BREACH**A. Defined**

In addition to any breaches specified in other sections of this Grant, the failure of either Party to perform any of its material obligations hereunder, in whole or in part or in a timely or satisfactory manner, constitutes a breach. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Grantee, or the appointment of a receiver or similar officer for Grantee or any of its property, which is not vacated or fully stayed within 20 days after the institution or occurrence thereof, shall also constitute a breach.

B. Notice and Cure Period

In the event of a breach, notice of such shall be given in writing by the aggrieved Party to the other Party in the manner provided in §16. If such breach is not cured within 30 days of receipt of written notice, or if a cure cannot be completed within 30 days, or if cure of the breach has not begun within 30 days and pursued with due diligence, the State may exercise any of the remedies set forth in §15. Notwithstanding anything to the contrary herein, the State, in its sole discretion, need not provide advance notice or a cure period and may immediately terminate this Grant in whole or in part if reasonably necessary to preserve public safety or to prevent immediate public crisis.

15. REMEDIES

If Grantee is in breach under any provision of this Grant, the State shall have all of the remedies listed in this §15 in addition to all other remedies set forth in other sections of this Grant following the notice and cure period set forth in §14(B) provided however, that the State may terminate this Grant pursuant to §15(B) without a breach. The State may exercise any or all of the remedies available to it, in its sole discretion, concurrently or consecutively.

A. Termination for Cause and/or Breach

If Grantee fails to perform any of its obligations hereunder with such diligence as is required to ensure its completion in accordance with the provisions of this Grant and in a timely manner, the State may notify Grantee of such non-performance in accordance with the provisions herein. If Grantee thereafter fails to promptly cure such non-performance within the cure period, the State, at its option, may terminate this entire Grant or such part of this Grant as to which there has been delay or a failure to properly perform. Exercise by the State of this right shall not be deemed a breach of its obligations hereunder. Grantee shall continue performance of this Grant to the extent not terminated, if any.

i. Obligations and Rights

To the extent specified in any termination notice, Grantee shall not incur further obligations or render further performance hereunder past the effective date of such notice, and shall terminate outstanding orders and subcontracts with third parties. However, Grantee shall complete and deliver to the State all Work, Services and Goods not cancelled by the termination notice and may incur obligations as are

necessary to do so within this Grant's terms. At the sole discretion of the State, Grantee shall assign to the State all of Grantee's right, title, and interest under such terminated orders or subgrants. Upon termination, Grantee shall take timely, reasonable and necessary action to protect and preserve property in the possession of Grantee in which the State has an interest. All materials owned by the State in the possession of Grantee shall be immediately returned to the State. All Work Product, at the option of the State, shall be delivered by Grantee to the State and shall become the State's property.

ii. Payments

The State shall reimburse Grantee only for accepted performance up to the date of termination. If, after termination by the State, it is determined that Grantee was not in breach or that Grantee's action or inaction was excusable, such termination shall be treated as a termination in the public interest and the rights and obligations of the Parties shall be the same as if this Grant had been terminated in the public interest, as described herein.

iii. Damages and Withholding

Notwithstanding any other remedial action by the State, Grantee also shall remain liable to the State for any damages sustained by the State by virtue of any breach under this Grant by Grantee and the State may withhold any payment to Grantee for the purpose of mitigating the State's damages, until such time as the exact amount of damages due to the State from Grantee is determined. The State may withhold any amount that may be due to Grantee as the State deems necessary to protect the State, including loss as a result of outstanding liens or claims of former lien holders, or to reimburse the State for the excess costs incurred in procuring similar goods or services. Grantee shall be liable for excess costs incurred by the State in procuring from third parties replacement Work, Services or substitute Goods as cover.

B. Early Termination in the Public Interest

The State is entering into this Grant for the purpose of carrying out the public policy of the State of Colorado, as determined by its Governor, General Assembly, and/or courts. If this Grant ceases to further the public policy of the State, the State, in its sole discretion, may terminate this Grant in whole or in part. Exercise by the State of this right shall not constitute a breach of the State's obligations hereunder. This subsection shall not apply to a termination of this Grant by the State for cause or breach by Grantee, which shall be governed by §15(A) or as otherwise specifically provided for herein.

i. Method and Content

The State shall notify Grantee of such termination in accordance with §16. The notice shall specify the effective date of the termination and whether it affects all or a portion of this Grant.

ii. Obligations and Rights

Upon receipt of a termination notice, Grantee shall be subject to and comply with the same obligations and rights set forth in §15(A)(i).

iii. Payments

If this Grant is terminated by the State pursuant to this §15(B), Grantee shall be paid an amount which bears the same ratio to the total reimbursement under this Grant as the Services satisfactorily performed bear to the total Services covered by this Grant, less payments previously made. Additionally, if this Grant is less than 60% completed, the State may reimburse Grantee for a portion of actual out-of-pocket expenses (not otherwise reimbursed under this Grant) incurred by Grantee which are directly attributable to the uncompleted portion of Grantee's obligations hereunder; provided that the sum of any and all reimbursement shall not exceed the maximum amount payable to Grantee hereunder.

C. Remedies Not Involving Termination

The State, in its sole discretion, may exercise one or more of the following remedies in addition to other remedies available to it:

i. Suspend Performance

Suspend Grantee's performance with respect to all or any portion of this Grant pending necessary corrective action as specified by the State without entitling Grantee to an adjustment in price/cost or performance schedule. Grantee shall promptly cease performance and incurring costs in accordance with the State's directive and the State shall not be liable for costs incurred by Grantee after the suspension of performance under this provision.

ii. Withhold Payment

Withhold payment to Grantee until corrections in Grantee's performance are satisfactorily made and completed.

iii. Deny Payment

Deny payment for those obligations not performed, that due to Grantee's actions or inactions, cannot be performed or, if performed, would be of no value to the State; provided, that any denial of payment shall be reasonably related to the value to the State of the obligations not performed.

iv. Removal

Request removal of any of Grantee's employees, agents, or Subgrantees whom the State deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable, or whose continued relation to this Grant is deemed to be contrary to the public interest or not in the State's best interest.

v. Intellectual Property

If Grantee infringes on a patent, copyright, trademark, trade secret or other intellectual property right while performing its obligations under this Grant, Grantee shall, at the State's option **(a)** obtain for the State or Grantee the right to use such products and services; **(b)** replace any Goods, Services, or other product involved with non-infringing products or modify them so that they become non-infringing; or, **(c)** if neither of the foregoing alternatives are reasonably available, remove any infringing Goods, Services, or products and refund the price paid therefore to the State.

16. NOTICES and REPRESENTATIVES

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

A. State:

Maria Johnson
Division of Transit and Rail
2829 W. Howard Place
Denver, CO 80204
303-757-4609
maria.johnson@state.co.us

B. Grantee:

Lori Bernal
CITY OF GREELEY
101 11th Ave
GREELEY, CO, 80634
970-350-9280
lori.bernal@greeleygov.com

17. RIGHTS IN DATA, DOCUMENTS, AND COMPUTER SOFTWARE

Any software, research, reports, studies, data, photographs, negatives or other documents, drawings, models, materials, or Work Product of any type, including drafts, prepared by Grantee in the performance of its obligations under this Grant shall be the exclusive property of the State and, all Work Product shall be delivered to the State by Grantee upon completion or termination hereof. The State's exclusive rights in such Work Product shall include, but not be limited to, the right to copy, publish, display, transfer, and prepare derivative works. Grantee shall not use, willingly allow, cause or permit such Work Product to be used for any purpose other than the performance of Grantee's obligations hereunder without the prior written consent of the State.

18. GOVERNMENTAL IMMUNITY

Notwithstanding any other provision to the contrary, nothing herein shall constitute a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the GIA. Liability for claims for injuries to persons or property arising from the negligence of the State of Colorado, its departments, institutions, agencies, boards, officials, and employees is controlled and limited by the provisions of the GIA and the risk management statutes, CRS §24-30-1501, *et seq.*, as amended.

19. STATEWIDE CONTRACT MANAGEMENT SYSTEM

If the maximum amount payable to Grantee under this Grant is \$100,000 or greater, either on the Effective Date or at anytime thereafter, this §19 applies.

Grantee agrees to be governed, and to abide, by the provisions of CRS §24-102-205, §24-102-206, §24-103-601, §24-103.5-101 and §24-105-102 concerning the monitoring of vendor performance on state Grants and inclusion of Grant performance information in a statewide Contract Management System.

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

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

20. GENERAL PROVISIONS

A. Assignment and Subgrants

Grantee's rights and obligations hereunder are personal and may not be transferred, assigned or subgranted without the prior, written consent of the State. Any attempt at assignment, transfer, or subgranting without such consent shall be void. All assignments, subgrants, or Subgrantees approved by Grantee or the State are subject to all of the provisions hereof. Grantee shall be solely responsible for all aspects of subgranting arrangements and performance.

B. Binding Effect

Except as otherwise provided in §20(A), all provisions herein contained, including the benefits and burdens, shall extend to and be binding upon the Parties' respective heirs, legal representatives, successors, and assigns.

C. Captions

The captions and headings in this Grant are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions.

D. Counterparts

This Grant may be executed in multiple identical original counterparts, all of which shall constitute one agreement.

E. Entire Understanding

This Grant represents the complete integration of all understandings between the Parties and all prior representations and understandings, oral or written, are merged herein. Prior or contemporaneous additions, deletions, or other changes hereto shall not have any force or effect whatsoever, unless embodied herein.

F. Indemnification-General

Grantee shall indemnify, save, and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any act or omission by Grantee, or its employees, agents, Subgrantees, or assignees pursuant to the terms of this Grant; however, the provisions hereof shall not be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions, of the GIA, or the Federal Tort Claims Act, 28 USC 2671 *et seq.*, as applicable, as now or hereafter amended.

G. Jurisdiction and Venue

All suits, actions, or proceedings related to this Grant shall be held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

H. Modification**i. By the Parties:**

Except as specifically provided in this Grant, modifications of this Grant shall not be effective unless agreed to in writing by the Parties in an amendment to this Grant, properly executed and approved in accordance with applicable Colorado State law, State Fiscal Rules, and Office of the State Controller Policies, including, but not limited to, the policy entitled MODIFICATIONS OF CONTRACTS - TOOLS AND FORMS.

ii. By Operation of Law

This Grant is subject to such modifications as may be required by changes in federal or Colorado State law, or their implementing regulations. Any such required modification automatically shall be incorporated into and be part of this Grant on the effective date of such change, as if fully set forth herein.

I. Order of Precedence

The provisions of this Grant shall govern the relationship of the Parties. In the event of conflicts or inconsistencies between this Grant and its exhibits and attachments including, but not limited to, those provided by Grantee, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

- i. Colorado Special Provisions,**
- ii. The Provision of the main body of this Grant,**
- iii. Exhibit A (Scope of Work and Budget),**
- iv. Exhibit B (FASTER Program Requirements),**
- v. Any executed Option Letter, and**
- vi. Other Exhibits in descending order of their attachment.**

J. Severability

Provided this Grant can be executed and performance of the obligations of the Parties accomplished within its intent, the provisions hereof are severable and any provision that is declared invalid or becomes inoperable for any reason shall not affect the validity of any other provision hereof.

K. Survival of Certain Grant Terms

Notwithstanding anything herein to the contrary, provisions of this Grant requiring continued performance, compliance, or effect after termination hereof, shall survive such termination and shall be enforceable by the State if Grantee fails to perform or comply as required.

L. Taxes

The State is exempt from all federal excise taxes under IRC Chapter 32 (No. 84-730123K) and from all State and local government sales and use taxes under CRS §§39-26-101 and 201 *et seq.* Such exemptions apply when materials are purchased or services rendered to benefit the State; provided however, that certain political subdivisions (e.g., City of Denver) may require payment of sales or use taxes even though the product or service is provided to the State. Grantee shall be solely liable for paying such taxes as the State is prohibited from paying for or reimbursing Grantee for them.

M. Third Party Beneficiaries

Enforcement of this Grant and all rights and obligations hereunder are reserved solely to the Parties, and not to any third party. Any services or benefits which third parties receive as a result of this Grant are incidental to the Grant, and do not create any rights for such third parties.

N. Waiver

Waiver of any breach of a term, provision, or requirement of this Grant, or any right or remedy hereunder, whether explicitly or by lack of enforcement, shall not be construed or deemed as a waiver of any subsequent breach of such term, provision or requirement, or of any other term, provision, or requirement.

O. CORA Disclosure

To the extent not prohibited by federal law, this Grant and the performance measures and standards under CRS §24-103.5-101, if any, are subject to public release through the Colorado Open Records Act, CRS §24-72-101, *et seq.*

21. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3)

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

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

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

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

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

C. GOVERNMENTAL IMMUNITY.

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

D. INDEPENDENT CONTRACTOR

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

E. COMPLIANCE WITH LAW.

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

F. CHOICE OF LAW, JURISDICTION, AND VENUE.

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

G. PROHIBITED TERMS.

Any term included in this Contract that requires the State to indemnify or hold Contractor harmless; requires the State to agree to binding arbitration; limits Contractor's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Contract shall be construed as a waiver of any provision of §24-106-109 C.R.S. Any term included in this Contract that limits

Contractor's liability that is not void under this section shall apply only in excess of any insurance to be maintained under this Contract, and no insurance policy shall be interpreted as being subject to any limitations of liability of this Contract.

H. SOFTWARE PIRACY PROHIBITION.

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

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

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

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

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

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

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

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

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

Revised 11-1-18

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

22. SIGNATURE PAGE**THE PARTIES HERETO HAVE EXECUTED THIS GRANT**

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

GRANTEE CITY OF GREELEY By: _____ Print Name of Authorized Individual Title: _____ Print Title of Authorized Individual _____ *Signature Date: _____	STATE OF COLORADO Jared S. Polis, Governor Colorado Department of Transportation Shoshana M. Lew– Executive Director _____ By: Signatory avers to the State Controller or delegate that, except as specified herein, Grantee has not begun performance or that a Statutory Violation waiver has been requested under Fiscal Rules Date: _____
2nd Grantee Signature if Needed By: _____ Print Name of Authorized Individual Title: _____ Print Title of Authorized Individual _____ *Signature Date: _____	

ALL GRANTS REQUIRE APPROVAL BY THE STATE CONTROLLER

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

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

23. EXHIBIT A - SCOPE OF WORK AND BUDGET

Grant Year	CY 2019		
Title of Project	CY 2019 FASTER Admin & Operating		
Project Description	FASTER Greeley-Windsor-Fort Collins service startup		
Recipient	City of Greeley	DUNS	112066225
Contact	Lori Bernal	VEND	2000028
Address	101 11 th Ave. Greeley, CO 80634	Phone	970-350-9280
Email	Lori.bernal@greeleygov.com	Fax	970-350-9285
Project Budget	*WBS.22884.10.50		
	State Share (at 100% or less)		\$40,000
	Local Share (at 0% or more)		\$0.00
	Total Project Budget		\$40,000

**The grants and line item WBS numbers may be replaced without changing the amount of the grant at CDOT's discretion.*

A. Agency Overview

Transit Services is a division of the City of Greeley Department of Public Works operating under the moniker "GET: Greeley-Evans Transit". Transit services are provided seven days a week in the Greeley small urban area. The service area includes the communities of Greeley, Evans, and Garden City. Transit services include public fixed routes, ADA complementary door-to-door paratransit, and evening & Sunday door-to-door public Call-n-Ride. As part of the fixed route system, Transit Division also provides transit services under contract with the students of the University of Northern Colorado students.

GET is adding a new route, providing service to Greeley, Windsor, and Fort Collins. The establishment of this route will provide riders regional service focusing on moving commuters to major employment centers in each city. This route will also provide service to students and employees of the universities in each city, including: Colorado State University, University of Northern Colorado and Aims. These funds will support the start-up costs associated with implementation of this service.

B. Project Description

CDOT is contributing FASTER Regional Administration Assistance to partially subsidize the operations of a Greeley to Fort Collins bus service that will be title the Poudre Express. This agreement shall be effective from the execution date through December 31, 2019.

C. Performance Standards

1. City of Greeley shall perform all project activities described in the application submitted to the State on and as specifically described below in this Agreement. The application and application update are incorporated herein by reference to the extent consistent with this Grant Agreement.
2. Funds will be utilized to ensure startup date of January 2, 2020 will be met.
3. City of Greeley shall ensure that this FASTER funded route will connect to available local services of Greeley (GET) and Fort Collins.
4. Performance will be reviewed quarterly. The State will begin its review no later than 30 calendar days after each performance quarter.
5. If the State's review determines City of Greeley's performance does not meet the standards of performance set forth in this grant agreement, the following steps will be taken:
 - i. The State shall notify City of Greeley in writing that performance does not meet the requirements of this Grant Agreement.
 - ii. Thirty (30) calendar days after date of such notification City of Greeley shall submit to the State a written explanation of the cause(s) of the substandard performance, which shall include a written plan for improving performance.
 - iii. The State will review the plan for improvement and notify City of Greeley of its approval within 21 days.

- iv. If the plan is approved by the Department, City of Greeley shall implement the plan immediately upon receipt of the State's notification. If the plan is not approved by the Department remedial measure will be determined on a case by case basis.

D. Project Budget

1. The net project cost is estimated to be and shall be shared as follows:

*WBS	22884.10.50
State Share (at 100% or less)	\$40,000
Local Share (at 0% or more)	\$0
Total Project Budget	\$40,000

2. The total project budget shall not exceed the maximum allowable cost of. The State will pay no more than 100% of the eligible, actual operating costs up to the maximum FASTER amount of \$40,000. In the event the final, actual project cost is less than the maximum allowable cost, the State is not obligated to provide any more than 100% of the eligible, actual operating costs. The State will retain any remaining balance of the FASTER share. City of Greeley shall be solely responsible for all costs incurred in the project in excess of the amount paid by the State from FASTER funds for the grant share of eligible, actual costs.
3. No refund or reduction of the amount of City of Greeley's share shall be allowed unless there is at the same time a refund or reduction of the state share of a proportionate amount.

E. Contract Expiration

This Grant will expire according to the terms and conditions of the Grant Agreement. The expiration date for this Grant is December 31, 2019.

F. Reimbursement Eligibility

1. Requests for reimbursement for project costs will be paid to City of Greeley upon presentation of invoice(s) to the State for eligible costs incurred after the date of execution of this Grant Agreement through and within the limits of Section D, Project Budget, of this Grant Agreement. City of Greeley may request reimbursements no more than monthly, and will be reimbursed based on the ratio of State Share and Local Share set forth in Project Budget above.
2. City of Greeley must submit invoice(s) to the State to be reimbursed. Reimbursements will apply only to eligible expenses that are incurred through December 31, 2020. Reimbursement requests must be within the limits of Section D, Project Budget, of this Grant Agreement.
3. City of Greeley may not submit requests for reimbursements more than once per month. The reimbursement will be based on the ratio of state share and local share identified above in Section D, Project Budget, of this Grant Agreement.
4. City of Greeley must submit the final invoice(s) within 60 days after December 31, 2019.

G. Special Conditions

1. City of Greeley shall advertise its fixed route service as available to the general public and service will not be explicitly limited by trip purpose or client type.
2. City of Greeley shall comply with the Federal U.S. Department of Transportation (DOT) Drug and Alcohol Regulations.
3. City of Greeley shall maintain and report annually all information required by the National Transit Database and any other financial, fleet, service data set forth by the State for the purpose of annual reporting required of the State.
4. If City of Greeley is unable to perform the activities described under paragraph B, Project Description, or must significantly change its level of service described herein, City of Greeley shall notify the State in writing.

24. EXHIBIT B - FASTER Program Requirements

1. PROJECT PAYMENT PROVISIONS

- A. The State will reimburse the Grantee for incurred costs relative to the Project following the State's review and approval of such charges, subject to the terms and conditions of this Grant. Provided, however, that charges incurred by the Grantee prior to the Effective Date of this Grant will not be charged by the Grantee to the Project, and will not be reimbursed by the State.
- B. The State will reimburse the Grantee's reasonable, allocable, allowable costs of performance of the Work, not exceeding the maximum total of this Grant. The applicable principles described in Exhibit D shall govern the allowability and allocability of costs under this Grant. The Grantee shall comply with all such principles. To be eligible for reimbursement, costs by the Grantee shall be:
- i. in accordance with the provisions, terms and conditions of this Grant;
 - ii. necessary for the accomplishment of the Work;
 - iii. reasonable in the amount for the Goods and Services provided;
 - iv. actual net cost to the Grantee (i.e. the price paid minus any refunds, rebates, or other items of value received by the Grantee that have the effect of reducing the cost actually incurred);
 - v. incurred for Work performed after the Effective Date of this Grant; and
 - vi. satisfactorily documented.

Examples of ineligible costs include:

- i. Staff or administrative overhead costs of the Grantee, unless specifically allowed for in the Scope of Work;
 - ii. Fines and penalties; and
 - iii. Entertainment expenses.
- C. The Grantee shall establish and maintain a proper accounting system in accordance with generally accepted accounting standards and principles (a separate set of accounts, or as a separate and integral part of its current accounting scheme) to assure that Grant Funds are expended and costs accounted for in a manner consistent with this Grant and Project objectives:
- i. All allowable costs charged to the Project, including any approved services contributed by the Grantee or others, shall be supported by properly executed payrolls, time records, invoices, grants or vouchers evidencing in detail the nature of the charges.
 - ii. Any check or order drawn up by the Grantee, including any item which is or will be chargeable against the Project account shall be drawn up only in accordance with a properly signed voucher then on file in the office of the Grantee, which will detail the purpose for which said check or order is drawn. All checks, payrolls, invoices, grants, vouchers, orders or other accounting documents shall be clearly identified, readily accessible, and to the extent feasible, kept separate and apart from all other such documents.
- D. The Grantee will prepare and submit to the State, no more than monthly, charges for costs incurred relative to the Project. The Grantee's invoices shall include a description of the amounts of Services performed, the dates of performance and the amounts and description of reimbursable expenses. The invoices will be prepared in accordance with the State's standard policies, procedures and standardized billing format to be supplied by the State.
- E. To be eligible for payment, billings must be received within 60 days after the period for which payment is being requested and final billings on this Grant must be received by the State within 60 days after termination of this Grant.
- i. Payments pursuant to this Grant shall be made in whole or in part, from available funds, encumbered for the purchase of the described services. If this Grant is terminated, final payment to the Grantee may be withheld at the discretion of the State until completion of final audit.

2. STATE AND GRANTEE COMMITMENTS

CDOT and the Grantee also agree to ensure the Project is completed within the applicable design and construction standards in accordance with **Exhibit F**-State and Grantee Commitments.

3. PROCUREMENT STANDARDS

The Grantee agrees to carry out its procurements consistent with the general procurement standards of the State. The Grantee agrees to follow the general procurement standards set forth in **Exhibit E**.

4. CONFORMANCE WITH LAW

The Grantee and its agent(s) will adhere to all applicable state and federal laws, Executive Orders and implementing regulations as they currently exist and may hereafter be amended. Further, the Grantee agrees to comply with the intent and requirements of the National Environmental Policy Act (NEPA) regardless of whether or not there is federal funding involved, as is consistent with CDOT's Environmental Stewardship Guide.

5. STATE INTEREST This section applies if box checked ☒

The Grantee understands and agrees that the State retains a State interest in any real property, or equipment financed with State assistance (Project property) until, and to the extent that the State relinquishes its State interest in that Project property, as described in **Exhibit A**. All State interests in real property or equipment shall survive termination, expiration or cancellation of this Grant. With respect to any Project property financed with State assistance under this Grant, the Grantee agrees to comply with the following:

- A. Use of Project Property.** The Grantee agrees to use Project property for appropriate Project purposes for the duration of the useful life of that property, as required by the State and set forth in the scope. Should the Grantee unreasonably delay or fail to use Project property during the useful life of that property, the Grantee agrees that it may be required to return the entire amount of the State assistance expended on that property. The Grantee further agrees to notify the State immediately when any Project property is withdrawn from Project use or when any Project property is used in a manner substantially different from the representations the Grantee has made to CDOT.
- B. Maintenance.** The Grantee agrees to maintain Project property in good operating order to the State's satisfaction.
- C. Records.** The Grantee agrees to keep satisfactory records pertaining to the use of Project property, and submit to the State upon request such information as may be required to assure compliance with this Section.
- D. Encumbrance of Project Property.** The Grantee agrees to maintain satisfactory continuing control of Project property as follows:
 - i. Written Transactions.** The Grantee agrees that it will not execute any transfer of title, lease, lien, pledge, mortgage, encumbrance, third party grant, subgrant, grant anticipation note, alienation, innovative finance arrangement (such as a cross border lease, leveraged lease, or otherwise), or any other obligation pertaining to Project property, that in any way would affect the continuing State interest in that Project property.
 - ii. Oral Transactions.** The Grantee agrees that it will not obligate itself in any manner to any third party with respect to Project property.
 - iii. Other Actions.** The Grantee agrees that it will not take any action adversely affecting the State interest in or impair the Grantee's continuing control of the use of Project property.
- E. Transfer of Project Property.** The Grantee understands and agrees as follows:
 - i. Grantee Request.** The Grantee may transfer any Project property financed with State assistance to another public body or private nonprofit entity to be used for the same purpose set forth herein with no further obligation to the State Government, provided the transfer is approved by the State in writing.
 - ii. State Government Direction.** The Grantee agrees that the State may direct the disposition of, and even require the Grantee to transfer, title to any Project property financed with State assistance under this Grant if it is found that the Project property is not being used for the intended purpose as stated in the Scope of Work.
 - iii. Leasing Project Property to Another Party.** If the Grantee leases any Project property to another party, the Grantee agrees to retain ownership of the leased Project property, and assure that the lessee will use the Project property appropriately, either through a written lease between the Grantee and lessee, or another similar document, consistent with the Project purpose set forth herein. Upon request by the State, the Grantee agrees to provide a copy of any relevant documents.
- F. Disposition of Project Property.** The Grantee agrees that the State may establish the useful life of Project property, and that it will use Project property continuously and appropriately throughout the useful life of that property.
 - i. Project Property Prematurely Withdrawn from Use.** For Project property withdrawn from

appropriate use before its useful life has expired, the Grantee agrees as follows:

- a). **Notification Requirement.** The Grantee agrees to notify the State immediately when any Project property is prematurely withdrawn from appropriate use, whether by planned withdrawal, misuse, or casualty loss.
 - b). **Calculating the Fair Market Value of Prematurely Withdrawn Project Property.** The Grantee agrees that the State retains a State interest in the fair market value of Project property prematurely withdrawn from appropriate use. The amount of the State interest in the Project property shall be determined by the ratio of the State assistance awarded for the property to the actual cost of the property. The Grantee agrees that the fair market value of Project property prematurely withdrawn from use will be calculated as follows:
 - I. **Equipment.** The Grantee agrees that the fair market value of Project equipment and supplies shall be calculated by straight-line depreciation of that property, based on the useful life of the equipment as established or approved by the State. The fair market value of Project equipment shall be the value immediately before the occurrence prompting the withdrawal of the equipment or supplies from appropriate use. In the case of Project equipment lost or damaged by fire, casualty, or natural disaster, the fair market value shall be calculated on the basis of the condition of that equipment or supplies immediately before the fire, casualty, or natural disaster, irrespective of the extent of insurance coverage.
 - II. **Real Property.** The Grantee agrees that the fair market value of real property shall be determined either by competent appraisal based on an appropriate date approved by the State, or by straight line depreciation, whichever is greater.
 - III. **Exceptional Circumstances.** The Grantee agrees that the State may require the use of another method to determine the fair market value of Project property. In unusual circumstances, the Grantee may request that another reasonable valuation method be used including, but not limited to, accelerated depreciation, comparable sales, or established market values. In determining whether to approve such a request, the State may consider any action taken, omission made, or unfortunate occurrence suffered by the Grantee with respect to the preservation of Project property withdrawn from appropriate use.
 - c). **Financial Obligations to the State.** The Grantee agrees to remit to the State the State interest in the fair market value of any Project property prematurely withdrawn from appropriate use. In the case of fire, casualty, or natural disaster, the Grantee may fulfill its obligations to remit the State interest by either:
 - I. Investing an amount equal to the remaining State interest in like-kind property that is eligible for assistance within the scope of the Project that provided State assistance for the Project property prematurely withdrawn from use; or
 - II. Returning to the State an amount equal to the remaining State interest in the withdrawn Project property.
- G. State Interest-Project.** The State shall protect its interest in the equipment being obtained with Grant Funds.
- H. Insurance Proceeds.** If the Grantee receives insurance proceeds as a result of damage or destruction to the Project property, the Grantee agrees to:
- i. Apply those insurance proceeds to the cost of replacing the damaged or destroyed Project property taken out of service, or
 - ii. Return to the State an amount equal to the remaining State interest, based on straight line depreciation, in the damaged or destroyed Project property.
- I. Misused or Damaged Project Property.** If any damage to Project property results from abuse or misuse occurring with the Grantee's knowledge and consent, the Grantee agrees to restore the Project property to its original condition or refund the value of the State interest, based on straight line depreciation, in that property, as the State may require.
- J. Responsibilities After Project Closeout.** The Grantee agrees that Project closeout by the State will not change the Grantee's Project property management responsibilities as stated in this Section of the Grant.

6. RAILROADS This section applies if box checked ☐

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

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

7. UTILITIES, ACCESS, RIGHT OF WAY This section applies if box checked ☐

A. **Utilities.** ☐ If necessary, the Grantee will be responsible for obtaining the proper clearance or approval from any utility company, local, State, or federal government agency, or other entity which may become involved in this Project. CDOT will reasonably assist Grantee in this regard in all cases in which CDOT is in a unique position to do so, provided that in no case will CDOT be required to expend State funds to provide such assistance. Prior to this Project being advertised for bids, the Grantee will certify in writing to the State that all such clearances have been obtained.

B. **Access.** ☐ The Grantee shall be responsible for obtaining an access permit from CDOT Region offices. The Grantee shall be responsible for obtaining a use and occupancy permit from the State. Prior to this Project being advertised for bids, the Grantee will certify in writing to the State that all such clearances have been obtained.

C. **Right of Way.** ☐ The parties acknowledge that the Project is for the mutual benefit of the Grantee and CDOT, and that it shall be constructed on State right of way. As a result of the Project being constructed on State right of way, the Grantee shall be responsible for obtaining an approved Interchange Approval consistent with CDOT Policy Directive 1601. The Grantee shall also be responsible for executing a grant with CDOT that addresses how construction oversight shall be coordinated and carried out.

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

Any acquisition/relocation activities must comply with all federal and state statutes, regulations, CDOT policies and procedures, 49 CFR Part 24, the Uniform Act government-wide regulation-, the FHWA "Project Development Guide" and CDOT's "Right of Way Operations Manual".

Allocation of responsibilities can be as follows:

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

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

8. MAINTENANCE OBLIGATIONS This section applies if box checked ☐

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

9. NON DISCRIMINATION

The Grantee agrees to comply with and ensure any Sub grantees comply with, the requirements of:

- A. The American with Disabilities Act, Title II, and its implementing regulations--28 CFR Part 35, and 49 CFR parts 27, 37 and 38; and
- B. The Civil Rights Act of 1964, Titles VI and VII, and their implementing regulations.
- C. Grantee shall not exclude from participation in, deny the benefits of, or subject to discrimination any person in the United States on the ground of race, color, national origin, sex, age or disability. During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

(1) Compliance with Regulations: The contractor shall comply with the Regulation relative to nondiscrimination in federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

(2) Nondiscrimination: The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, national origin, or sex in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(3) Solicitations for Subcontractors, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin or sex.

(4) Information and Reports: The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Colorado Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the Colorado Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Colorado Department of Transportation shall impose such contract sanctions as may determine to be appropriate, including, but not limited to:

- (a) withholding of payments to the contractor under the contract until the contractor complies, and/or
- (b) cancellation, termination or suspension of the contract, in whole or in part.

(6) Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (5) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The contractor shall take such action with respect to any subcontract or procurement as the Colorado Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance; provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Colorado Department of Transportation to enter into such litigation to protect the interests of the Colorado Department of Transportation.

10. DISADVANTAGE BUSINESS ENTERPRISE (“DBE”) EFFORTS

The State encourages the Grantee to utilize small businesses owned by minorities, women and disadvantaged individuals to the greatest extent possible without sacrificing adequate competition. The Grantee is reminded of the illegality of discrimination and of the need to take all necessary and reasonable steps to ensure non-discrimination in the area of contracting and procurement and to create a level playing field where small minority, women, and disadvantaged businesses can compete fairly in CDOT assisted contracts and procurements. This policy specifically upholds the Transportation Commission’s commitment to fair and equitable business practices and is supported by CDOT’s small business development programs.

The CDOT Center for Equal Opportunity (EO) can provide lists of qualified DBE/MBE/WBE vendors as well as other technical assistance. Inquiries can be directed to the Director of Center for Equal Opportunity or Business Team Supervisor at 303-757-9234.

THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK

25. EXHIBIT C – VERIFICATION OF PAYMENT

This checklist is to assist the Grantee in preparation of its billing packets to CDOT. This checklist is provided as guidance and is subject to change by CDOT. CDOT shall provide notice of any such changes to Grantee. All items may not apply to your particular entity. CDOT's goal is to reimburse Grantees as quickly as possible and a well organized and complete billing packet helps to expedite payment.

☐ **Verification of Payment –**

- ✓ General Ledger Report must have the following:
 - Identify check number or EFT number
 - If no check number is available, submit Accounts Payable Distribution report with the General Ledger
 - In-Kind (must be pre-approved by CDOT) and/or cash match
 - Date of the report
 - Accounting period
 - Current period transactions
 - Account coding for all incurred expenditures.
- ✓ If no General Ledger Report, all of the following are acceptable:
 - copies of checks
 - check registers
 - paycheck stub showing payment number
 - showing the amount paid, the check number or electronic funds transfer (EFT) and the date paid.
- ✓ CDOT needs to ensure that expenditures incurred by the local agencies have been paid by the local agency **before** CDOT is invoiced by the local agency.
- ✓ Payment amounts should match the amount requested on the reimbursement. Additional explanation and documentation is required for any variances.

☐ **In-Kind or Cash Match – If an entity wishes to use these types of match, they must be approved by CDOT prior to any work taking place.**

- ✓ If in-kind or cash match is being used for the local match, the in-kind or cash match portion of the project must be included in the project application and the scope of work attached to the contract or purchase order. FTA does not require pre-approval of in-kind or cash match, but CDOT does.
- ✓ General ledger must also show the in-kind and/or cash match.

☐ **Indirect costs – If an entity wishes to use indirect costs, the rate must be approved by CDOT prior to applying it to the reimbursements.**

- ✓ If indirect costs are being requested, an approved indirect letter from CDOT or your cognizant agency must be provided. The letter must state what indirect costs are allowed, the approved rate and the time period for the approval. The indirect cost plan must be reconciled annually and an updated letter submitted each year thereafter.

☐ **Fringe Benefits- Considered part of the Indirect Cost Rate and must be reviewed and approved prior to including these costs in the reimbursements.**

- ✓ Submit an approval letter from cognizant agency that verifies fringe benefit or
- ✓ Submit the following fringe benefit rate proposal package to CDOT Audit Division:
 - Copy of Financial Statement
 - Personnel Cost Worksheet
 - State of Employee Benefits
 - Cost Policy Statement

26. EXHIBIT D - 2 CFR 200 Subparts A-F

This **Exhibit D** includes select applicable provisions as they exist or as of the Effective Date. Grantee is responsible for compliance with all State and federal laws, rules and regulations as they currently exist and may hereafter be amended, including 2 CFR 200 Subparts A through F, and 2 CFR 1201.

§200.100 Purpose.

- (a)
- (1) This part establishes uniform administrative requirements, cost principles, and audit requirements for Federal awards to non-Federal entities, as described in §200.101 Applicability. Federal awarding agencies must not impose additional or inconsistent requirements, except as provided in §§ 200.102 Exceptions and 200.210 Information contained in a Federal award, or unless specifically required by Federal statute, regulation, or Executive Order.
 - (2) This part provides the basis for a systematic and periodic collection and uniform submission by Federal agencies of information on all Federal financial assistance programs to the Office of Management and Budget (OMB). It also establishes Federal policies related to the delivery of this information to the public, including through the use of electronic media. It prescribes the manner in which General Services Administration (GSA), OMB, and Federal agencies that administer Federal financial assistance programs are to carry out their statutory responsibilities under the Federal Program Information Act (31 U.S.C. 6101-6106 6101-6106).
- (b) **Administrative requirements.** Subparts B through D of this part set forth the uniform administrative requirements for grant and cooperative agreements, including the requirements for Federal awarding agency management of Federal grant programs before the Federal award has been made, and the requirements Federal awarding agencies may impose on non-Federal entities in the Federal award.
- (c) **Cost Principles.** Subpart E - Cost Principles of this part establishes principles for determining the allowable costs incurred by non-Federal entities under Federal awards. The principles are for the purpose of cost determination and are not intended to identify the circumstances or dictate the extent of Federal Government participation in the financing of a particular program or project. The principles are designed to provide that Federal awards bear their fair share of cost recognized under these principles except where restricted or prohibited by statute.
- (d) **Single Audit Requirements and Audit Follow-up.** Subpart F - Audit Requirements of this part is issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501- 7507 7501-7507). It sets forth standards for obtaining consistency and uniformity among Federal agencies for the audit of non-Federal entities expending Federal awards. These provisions also provide the policies and procedures for Federal awarding agencies and pass-through entities when using the results of these audits.
- (e) For OMB guidance to Federal awarding agencies on Challenges and Prizes, please see M-10-11 Guidance on the Use of Challenges and Prizes to Promote Open Government, issued March 8, 2010, or its successor.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

27. EXHIBIT E - General Procurement Standards

This **Exhibit E** includes select applicable provisions as they exist or as of the Effective Date. Grantee is responsible for compliance with all State and federal laws, rules and regulations as they currently exist and may hereafter be amended.

General Procurement Standards

1. Maintain a contract administration system which ensures that contractors perform in accordance with the terms, conditions, and specifications of the contract or purchase order.
2. Maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts.
3. Maintain procedures that provide for the review of proposed procurements to avoid purchase of unnecessary or duplicative items.
4. Use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions.
5. Make awards only to responsible contractors possessing the ability to perform successfully under the terms and conditions of the proposed procurement. Consideration shall be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.
6. Maintain records sufficient to detail the significant history of the procurement. Including:
 - a. Rationale for the method of procurement;
 - b. Selection of contract type;
 - c. Contractor selection or rejection;
 - d. Basis for the contract price; and
 - e. Other.
7. Maintain protest procedures to handle and resolve disputes relating to procurements.
8. All procurement transactions shall be conducted in a manner providing full and open competition.
9. Maintain written selection procedures for procurement transactions.
10. Ensure that all pre-qualified list of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition.
11. Method of procurements to be followed:
 - a. Small Purchase – is a relatively simple and informal procurement method for securing services, supplies, or other property that do not cost more than \$150,000.00. If small purchase procedures are used, price or rate quotation shall be obtained from at least three sources. Quotations will be in writing if for goods in excess of \$10,000 and if for services in excess of \$25,000.00.
 - b. Formal Sealed Bids –are publicly solicited and a firm-fixed-prices (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. This method is preferred for procuring construction. If this method is used, the following requirements apply:
 - i. Must be publicly advertised;
 - ii. Must give at least 14 days for bidders to respond;
 - iii. Must include any specifications and pertinent attachments to all bidders to respond properly;
 - iv. All bids will be publicly opened at the time and place prescribed in the invitation for bid;
 - v. A firm fixed-price contract award will be made in writing to the lowest responsive and responsible bidder; and
 - vi. Any or all bids may be rejected if there is a sound documented reason.

- c. Competitive Proposals – are generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:
 - i. Request for proposals will be publicized;
 - ii. Identify all evaluation factors and their relative importance;
 - iii. Proposals will be solicited from an adequate number of qualified sources;
 - iv. Have a method for conducting technical evaluation of the proposals received and for selecting awardees;
 - v. Awards will be made to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and
 - vi. May be used for qualifications-based procurement of architectural/engineering professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected. Note – the method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services through A/E firms. See also **Exhibit I** for procurement of A/E professional services.
 - d. Noncompetitive Proposals - may be used only when the award of a contract is infeasible under the other three methods and the following circumstances applies:
 - i. The item is available only from a single source;
 - ii. The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
 - iii. The awarding agency authorizes noncompetitive proposals; or
 - iv. After solicitation of a number of sources, competition is determined inadequate.
12. Small, Minority and Women owned business enterprise and labor surplus area firms – In accordance with **Exhibit B**, Section 9 take affirmative steps to assure that minority and women business enterprises, and labor surplus area firms are used when possible.
- a. Placing qualified firms on solicitation lists;
 - b. Assuring that firms are solicited whenever they are potential sources;
 - c. Dividing total quantities to permit maximum participation;
 - d. Establishing delivery schedules, where the requirement permits, which encourage participation by S/M/W owned firms; and
 - e. Using the services of the Small Business Administration, Minority Business Development Agency of the Department of Commerce, the CDOT EO office or other agencies that qualify S/M/W owned firms.
13. Bonding requirements – For construction or facility improvement contracts or subcontracts exceeding \$100,000.00.

THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK

28. EXHIBIT F - State and Grantee Commitments**A. Design – This section applies if box checked: ☐**

1. Work including preliminary design or final design (the “Construction Plans”), design work sheets, or special provisions and estimates (collectively referred to as the “Plans”), requires that the Grantee comply with the following requirements, as applicable:
 - a. perform or provide the Plans, to the extent required by the nature of the Work;
 - b. prepare final design (Construction Plans) in accord with the requirements of the latest edition of the American Association of State Highway Transportation Officials (AASHTO) manual or other standard, such as the Uniform Building Code, as approved by CDOT;
 - c. prepare special provisions and estimates in accord with the State’s Roadway and Bridge Design Manuals and Standard Specifications for Road and Bridge Construction or Grantee specifications if approved by CDOT;
 - d. include details of any required detours in the Plans, in order to prevent any interference of the construction Work and to protect the traveling public;
 - e. stamp the Plans produced by a Colorado Registered Professional Engineer;
 - f. provide final assembly of Plans and Grant documents;
 - g. be responsible for the Plans being accurate and complete; and
 - h. make no further changes in the Plans following the award of the construction contract except in writing approved by all the Parties. The Plans shall be considered final when approved and accepted by the Parties hereto, and when final they shall be deemed incorporated herein.
2. Grantee:
 - a. shall comply with the requirements of the Americans With Disabilities Act (ADA), and applicable federal regulations and standards as contained in the document “ADA Accessibility Requirements in CDOT Transportation Projects”;
 - b. (If applicable) shall afford the State ample opportunity to review the Plans and make any changes in the Plans that are directed by the State to comply with FHWA requirements.
 - c. may enter into a contract with a Subgrantee to do all or any portion of the Plans and/or of construction administration. Provided, however, that if State funds are involved in the cost of such work to be done by a Subgrantee, that Subgrantee subgrant (and the performance/provision of the Plans under the subgrant) must comply with all applicable requirements of 23 CFR Part 172 and with any procedures implementing those requirements as provided by the State, including those in this Grant. If the Grantee does enter into a subgrant with a Subgrantee for the Work:
 - (1) Grantee shall submit a certification that procurement of any design Subgrantee subgrant complied with the requirements of 23 CFR 172.5(1) prior to entering into subgrant. The State shall either approve or deny such procurement. If denied, the Grantee may not enter into the subgrant.
 - (2) Grantee shall ensure that all changes in the Subgrantee subgrant have prior approval by the State. Such changes in the subgrant shall be by written supplement grant. As soon as the subgrant with the Subgrantee has been awarded by the Grantee, one copy of the executed subgrant shall be submitted to the State. Any amendments to such subgrant shall also be submitted.
 - (3) it shall require that all Subgrantee billings under that subgrant shall comply with the State’s standardized billing format. Examples of the billing formats are available from the CDOT Agreements Office.
 - (4) it (or its Subgrantee) shall use the CDOT procedures described to administer that design Subgrantee subgrant, to comply with 23 CFR 172.5(b) and (d).
 - (5) it may expedite any CDOT approval of its procurement process and/or Subgrantee subgrant by submitting a letter to CDOT from the certifying Grantee’s attorney/authorized representative certifying compliance with 23 CFR 172.5(b) and (d).
 - (6) it shall ensure that its Subgrantee subgrant complies with the requirements of 2 CFR Appendix II to Part 200 and contains the following language verbatim:
 - (a) “The design work under this Grant shall be compatible with the requirements of the Grant between the Grantee and the State (which is incorporated herein by this reference) for the design/construction of the Project. The State is an intended third party beneficiary of this subgrant for that purpose.”

- (b) “Upon advertisement of the Project work for construction, the Subgrantee shall make available services as requested by the State to assist the State in the evaluation of construction and the resolution of construction problems that may arise during the construction of the Project.”
- (c) “The Subgrantee shall review the construction Subgrantee’s shop drawings for conformance with the subgrant documents and compliance with the provisions of the State’s publication, Standard Specifications for Road and Bridge Construction, in connection with this work.”
- d. The State, in its discretion, will review construction plans, special provisions and estimates and will cause the Grantee to make changes therein that the State determines are necessary to ensure compliance with State and federal requirements.

B. Construction – This section applies if box checked: ☐

1. Work including construction requires that, the Grantee perform the construction and construction administration in accordance with the approved Plans and CDOT oversight. Such administration shall include Project inspection and testing; approving sources of materials; performing required plant and shop inspections; documentation of grant payments, testing and inspection activities; preparing and approving pay estimates; preparing, approving and securing the funding for Grant modification orders and minor subgrant revisions; processing Subgrantee claims; construction supervision; and meeting the Quality Control requirements of CDOT which can be found in the FHWA and CDOT Stewardship agreement located at:
<http://www.coloradodot.info/business/permits/accesspermits/references/stewardship-agreement.pdf>.
2. The State shall have the authority to suspend the Work, wholly or in part, by giving written notice thereof to the Grantee, due to the failure of the Grantee or its Subgrantee to correct Project conditions which are unsafe for workers or for such periods as the State may deem necessary due to unsuitable weather, or for conditions considered unsuitable for the prosecution of the Work, or for any other condition or reason deemed by the State to be in the public interest.
3. Grantee:
 - a. shall appoint a qualified professional engineer, licensed in the State of Colorado, as the Grantee Project Engineer (“LAPE”), to perform that administration. The LAPE shall administer the Project in accordance with this Grant, the requirements of the construction subgrant and applicable State procedures.
 - b. if bids are to be let for the construction of the Project, it shall advertise the call for bids upon approval by the State and award the construction subgrant(s) to the low responsible bidder(s) upon approval by the State.
 - (1) In advertising and awarding the bid for the construction, the Grantee shall comply with applicable requirements of 23 USC §112, 23 CFR Parts 633 and 635, and CRS §24-92-101 et seq. Those requirements include, without limitation, that the Grantee/Subgrantee shall comply with terms and conditions as required by 23 CFR §633.102(e).
 - (2) The Grantee has the option to accept or reject the proposal of the apparent low bidder for work on which competitive bids have been received. The Grantee must declare the acceptance or rejection within 3 working days after said bids are publicly opened.
 - (3) By indicating its concurrence in such award, the Grantee, acting by or through its duly authorized representatives, agrees to provide additional funds, subject to their availability and appropriation for that purpose, if required to complete the Work under this Project if no additional State funds will be made available for the Project. This paragraph also applies to Projects advertised and awarded by the State.
 - c. If all or part of the construction Work is to be accomplished by Grantee personnel (i.e. by force account), rather than by a competitive bidding process, the Grantee will ensure that all such force account work is accomplished in accordance with the pertinent State specifications and requirements with 23 CFR Part 635, Subpart B, Force Account Construction.
 - (1) Such Work will normally be based upon estimated quantities and firm unit prices agreed to between the Grantee, the State and FHWA (if needed) in advance of the Work, as provided for in 23 CFR §635.204(c). Such agreed unit prices shall constitute a commitment as to the value of the Work to be performed.
 - (2) An alternative to the above is that the Grantee may agree to participate in the Work based on actual costs of labor, equipment rental, materials supplies and supervision necessary to

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

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

C. State's Obligations

1. The State will perform a final Project inspection prior to Project acceptance as a "Quality Control/Assurance" activity. When all Work has been satisfactorily completed, the State will sign the CDOT Form 1212 (for FHWA), if applicable.
2. Notwithstanding any consents or approvals given by the State for the Plans, the State will not be liable or responsible in any manner for the structural design, details or construction of any major structures that are designed by or are the responsibility of the Grantee within the Work of this Grant.

THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK

29. EXHIBIT G - Option Letter

NOTE: This option is limited to the specific scenarios listed below AND cannot be used in place of exercising a formal amendment.

SAP PO#	Original CMS	Option Letter No.	CMS #
---------	--------------	-------------------	-------

Contractor / Grantee: _____

A. SUBJECT: (Choose applicable options listed below **AND** in section B and delete the rest)

- Option to renew (for an additional term); this renewal cannot be used to make any change to the original scope of work; and
- Option to initiate next phase to include Design, Construction, Environmental, Utilities, ROW ONLY (does not apply to Acquisition/Relocation or Railroads);

B. REQUIRED PROVISIONS. All Option Letters shall contain the appropriate provisions set forth below:
(Insert the following language for use with Option #1): In accordance with Paragraph(s) _____ of grant routing number (insert *FY, Agency code, & CLIN routing #*), between the State of Colorado, Department of Transportation, and (*insert Grantees name*) the State hereby exercises the option for an additional term of (*insert performance period here*) at a cost/price specified in Paragraph/Section/Provision _____ of the original grant, AND/OR an increase in the amount of goods/services at the same rate(s) as specified in Paragraph _____ of the original grant.

(Insert the following language for use with Option #2): In accordance with the terms of the original grant (*insert FY, Agency code & CLIN routing #*) between the State of Colorado, Department of Transportation and (*insert Grantee's name here*), the State hereby exercises the option to initiate the phase in (*indicate Fiscal Year here*) that will include (*describe which phase will be added and include all that apply – Design, Construction, Environmental, Utilities, ROW incidentals or Miscellaneous*). Total funds for this Grant remain the same (*indicate total dollars here*) as referenced in Paragraph/Section/Provision/Exhibit _____ of the original grant.

(The following language must be included on all options): The amount of the current Fiscal Year grant value is (*increased/decreased*) by (\$ *amount of change*) to a new Grant value of (\$ _____) to satisfy services/goods ordered under the grant for the current fiscal year (*indicate Fiscal Year*). The first sentence in Paragraph/Section/Provision _____ is hereby modified accordingly. The total grant value to include all previous amendments, option letters, etc. is (\$ _____). The effective date of this Option Letter is upon approval of the State Controller or delegate, whichever is later.

State of Colorado

Jared S. Polis, Governor

By: _____

Executive Director,
Colorado Department of Transportation

Date: _____

ALL GRANTS REQUIRE APPROVAL BY THE STATE CONTROLLER

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

STATE CONTROLLER

Robert Jaros, CPA, MBA, JD

By: _____

Controller
Colorado Department of Transportation

Date: _____

30. EXHIBIT H - State or Federal-Aid Project Agreements with Professional Subgrantee Services

The Grantee shall use these procedures to implement State or Federal-aid project agreements with professional Sub grantee services including, but not limited to engineering, design, or architectural services.

23 CFR Part172 applies to a federally funded Grantee project agreement administered by CDOT that involves professional Sub grantee services. 23 CFR §172.1 states “The policies and procedures involve federally funded grants for engineering and design related services for projects subject to the provisions of 23 USC §112(a) and are issued to ensure that a qualified Subgrantee is obtained through an equitable selection process, that prescribed work is properly accomplished in a timely manner, and at fair and reasonable cost” and according to 23 CFR §172.5 “Price shall not be used as a factor in the analysis and selection phase.” Therefore, local agencies must comply with these CFR requirements when obtaining professional Subgrantee services under a federally funded Subgrantee subgrant administered by CDOT.

Preference of Colorado Labor

Grantee certifies, warrants, and agrees that it has knowledge of the “Keep Jobs in Colorado Act of 2013” codified at Sections 8-17-101, et seq., of the Colorado Revised Statutes and accompanying rules, 7 CCR 1103-6, and that Colorado labor shall be employed to perform at least eighty percent (80%) of the Work.

CDOT has formulated its procedures in Procedural Directive (P.D.) 400.1 and the related operations guidebook titled "Obtaining Professional Subgrantee Services". This directive and guidebook incorporate requirements from both Federal and State regulations, i.e., 23 CFR Part172 and Colorado Revised Statute CRS §24-30-1401 et seq. Copies of the directive and the guidebook may be obtained upon request from CDOT's Agreements and Consultant Management Unit. [Local agencies should have their own written procedures on file for each method of procurement that addresses the items in 23 CFR Part 172].

Because the procedures and laws described in the Procedural Directive and the guidebook are quite lengthy, the subsequent steps serve as a short-hand guide to CDOT procedures that a Grantee must follow in obtaining professional Subgrantee services. This guidance follows the format of 23 CFR Part 172. The steps are:

1. The contracting Grantee shall document the need for obtaining professional services.
2. Prior to solicitation for Subgrantee services, the contracting Grantee shall develop a detailed scope of work and a list of evaluation factors and their relative importance. The evaluation factors are those identified in CRS §24-30-1403. Also, a detailed cost estimate should be prepared for use during negotiations.
3. The contracting agency must advertise for grants in conformity with the requirements of CRS §24-30-1405. The public notice period, when such notice is required, is a minimum of 15 days prior to the selection of the three most qualified firms and the advertising should be done in one or more daily newspapers of general circulation.
4. The request for Subgrantee services should include the scope of work, the evaluation factors and their relative importance, the method of payment, and the goal of ten percent (10%) for Disadvantaged Business Enterprise (DBE) participation as a minimum for the project.
5. The analysis and selection of the Subgrantee should be done in accordance with CRS §24-30-1403. This section of the regulation identifies the criteria to be used in the evaluation of CDOT pre-qualified prime Subgrantee and their team. It also shows which criteria are used to short-list and to make a final selection.

The short-list is based on the following evaluation factors:

- a. Qualifications,
- b. Approach to the project,
- c. Ability to furnish professional services.
- d. Anticipated design concepts, and
- e. Alternative methods of approach for furnishing the professional services.

Evaluation factors for final selection are the Subgrantee's:

- a. Abilities of their personnel,
 - b. Past performance,
 - c. Willingness to meet the time and budget requirement,
 - d. Location,
 - e. Current and projected work load,
 - f. Volume of previously awarded contracts, and
 - g. Involvement of minority Subgrantees.
6. Once a Subgrantee is selected, the Grantee enters into negotiations with the Subgrantee to obtain a fair and reasonable price for the anticipated work. Pre-negotiation audits are prepared for grants expected to be greater than \$50,000. Federal reimbursement for costs are limited to those costs allowable under the cost principles of 48 CFR Part 31. Fixed fees (profit) are determined with consideration given to size, complexity, duration, and degree of risk involved in the work. Profit is in the range of six (6) to fifteen (15) percent of the total direct and indirect costs.
 7. A qualified Grantee employee shall be responsible and in charge of the project to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of the Grant. At the end of project, the Grantee prepares a performance evaluation (a CDOT form is available) on the Subgrantee.
 8. Each of the steps listed above is to be documented in accordance with the provisions of 2 CFR 200.333, which provide for records to be kept at least three (3) years from the date that the Grantee submits its final expenditure report. Records of projects under litigation shall be kept at least three (3) years after the case has been settled.

The CRS §§24-30-1401 through 1408, 23 CFR Part 172, and P.D. 400.1, provide additional details for complying with the eight (8) steps just discussed.

THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK

31. EXHIBIT I - Grantee Contract Administration Checklist

The following checklist has been developed to ensure that all required aspects of a project approved for federal funding have been addressed and a responsible party assigned for each task.

After a project has been approved for federal funding in the Statewide Transportation Improvement Program, CDOT Project Manager, Grantee Project Manager, and CDOT Resident Engineer prepare the checklist. It becomes a part of the contractual Grant. CDOT will not process a Grant without this completed checklist. It will be reviewed at the “Final Office Review” meeting to ensure that all parties remain in agreement as to who is responsible for performing individual tasks.

COLORADO DEPARTMENT OF TRANSPORTATION GRANTEE CONTRACT ADMINISTRATION CHECKLIST			
Project No.	STIP No.	Project Code	Region
Project Location		Date	
Project Description			
Grantee	Grantee Project Manager		
CDOT Resident Engineer	CDOT Project Manager		
INSTRUCTIONS: This checklist shall be utilized to establish the contract administration responsibilities of the individual parties to this Grant. The checklist becomes an attachment to the Grant. Section numbers correspond to the applicable chapters of the <i>CDOT Local Agency Manual</i>. The checklist shall be prepared by placing an "X" under the responsible party, opposite each of the tasks. The "X" denotes the party responsible for initiating and executing the task. Only one responsible party should be selected. When neither CDOT nor the Grantee is responsible for a task, not applicable (NA) shall be noted. In addition, a "#" will denote that CDOT must concur or approve. Tasks that will be performed by headquarters staff will be indicated. The regions, in accordance with established policies and procedures, will determine who will perform all other tasks that are the responsibility of CDOT. The checklist shall be prepared by the CDOT Resident Engineer or the CDOT Project Manager, in cooperation with the Grantee Project Manager, and submitted to the CDOT Program Engineer. If contract administration responsibilities change, the CDOT Resident Engineer, in cooperation with the Grantee Project Manager, will prepare and distribute a revised checklist.			

NO.	DESCRIPTION OF TASK	RESPONSIBLE PARTY	
		Grantee	CDOT
TIP / STIP AND LONG-RANGE PLANS			
2.1	Review Project to ensure it is consist with STIP and amendments thereto		X
FEDERAL FUNDING OBLIGATION AND AUTHORIZATION			
4.1	Authorize funding by phases (CDOT Form 418 –State or Federal-aid Program Data. Requires FHWA concurrence/involvement)		X
PROJECT DEVELOPMENT			
5.1	Prepare Design Data - CDOT Form 463		
5.2	Prepare Grantee/CDOT Inter-Governmental Agreement (see also Chapter 3)		X
5.3	Conduct Consultant Selection/Execute Consultant Agreement		
5.4	Conduct Design Scoping Review Meeting		
5.5	Conduct Public Involvement		
5.6	Conduct Field Inspection Review (FIR)		
5.7	Conduct Environmental Processes (may require FHWA concurrence/involvement)		
5.8	Acquire Right-of-Way (may require FHWA concurrence/involvement)		
5.9	Obtain Utility and Railroad Agreements		
5.10	Conduct Final Office Review (FOR)		
5.11	Justify Force Account Work by the Grantee		
5.12	Justify Proprietary, Sole Source, or Grantee Furnished Items		
5.13	Document Design Exceptions - CDOT Form 464		
5.14	Prepare Plans, Specifications and Construction Cost Estimates		
5.15	Ensure Authorization of Funds for Construction		X
PROJECT DEVELOPMENT CIVIL RIGHTS AND LABOR COMPLIANCE			
6.1	Set Underutilized Disadvantaged Business Enterprise (UBDE) Goals for Consultant and Construction Contracts (CDOT Region EEO/Civil Rights Specialist)		
6.2	Determine Applicability of Davis-Bacon Act This project ☐ is ☐ is not exempt from Davis-Bacon requirements as determined by the functional classification of the project location (Projects located on local roads and rural minor collectors may be exempt.) _____ CDOT Resident Engineer (Signature on File) _____ Date		X
6.3	Set On-the-Job Training Goals. Goal is zero if total construction is less than \$1 million (CDOT Region EEO/Civil Rights Specialist)		X
6.4	Title VI Assurances:		
	Ensure the correct Federal Wage Decision, all required Disadvantaged Business Enterprise/On-the-Job Training special provisions and FHWA Form 1273 are included in the Contract (CDOT Resident Engineer)		X
ADVERTISE, BID AND AWARD			
7.1	Obtain Approval for Advertisement Period of Less Than Three Weeks		
7.2	Advertise for Bids		
7.3	Distribute “Advertisement Set” of Plans and Specifications		

NO.	DESCRIPTION OF TASK	RESPONSIBLE PARTY	
		Grantee	CDOT
7.4	Review Worksite and Plan Details with Prospective Bidders While Project Is Under Advertisement		
7.5	Open Bids		
7.6	Process Bids for Compliance		
	Check CDOT Form 715 - Certificate of Proposed Underutilized DBE Participation when the low bidder meets UDBE goals		X
	Evaluate CDOT Form 718 - Underutilized DBE Good Faith Effort Documentation and determine if the Contractor has made a good faith effort when the low bidder does not meet DBE goals		X
	Submit required documentation for CDOT award concurrence		
7.7	Concurrence from CDOT to Award		X
7.8	Approve Rejection of Low Bidder		X
7.9	Award Contract		
7.10	Provide "Award" and "Record" Sets of Plans and Specifications		
CONSTRUCTION MANAGEMENT			
8.1	Issue Notice to Proceed to the Contractor		
8.2	Project Safety		X
8.3	Conduct Conferences:		
	Pre-Construction Conference (Appendix B)		
	Pre-survey		
	1. Construction staking		
	2. Monumentation		
	Partnering (Optional)		
	Structural Concrete Pre-Pour (Agenda is in CDOT Construction Manual)		
	Concrete Pavement Pre-Paving (Agenda is in CDOT Construction Manual)		
	HMA Pre-Paving (Agenda is in CDOT Construction Manual)		
8.4	Develop and distribute Public Notice of Planned Construction to media and local residents		
8.5	Supervise Construction		
	A Professional Engineer (PE) registered in Colorado, who will be "in responsible charge of construction supervision."		
	_____ Grantee Professional Engineer or CDOT Resident Engineer	_____ Phone number	
	Provide competent, experienced staff who will ensure the Contract work is constructed in accordance with the plans and specifications		
	Construction inspection and documentation		
8.6	Approve Shop Drawings		
8.7	Perform Traffic Control Inspections		
8.8	Perform Construction Surveying		
8.9	Monument Right-of-Way		
8.10	Prepare and Approve Interim and Final Contractor Pay Estimates		

NO.	DESCRIPTION OF TASK	RESPONSIBLE PARTY	
		Grantee	CDOT
	Provide the name and phone number of the person authorized for this task. _____ Phone number		
8.11	Prepare and Approve Interim and Final Utility and Railroad Billings		
8.12	Prepare Grantee Reimbursement Requests	X	
8.13	Prepare and Authorize Change Orders		
8.14	Approve All Change Orders		X
8.15	Monitor Project Financial Status		
8.16	Prepare and Submit Monthly Progress Reports		
8.17	Resolve Contractor Claims and Disputes		
8.18	Conduct Routine and Random Project Reviews Provide the name and phone number of the person responsible for this task. CDOT Resident Engineer Phone number		X
MATERIALS			
9.1	Conduct Materials Pre-Construction Meeting		
9.2	Complete CDOT Form 250 - Materials Documentation Record 1. Generate form, which includes determining the minimum number of required tests and applicable material submittals for all materials placed on the project 2. Update the form as work progresses 3. Complete and distribute form after work is completed		
9.3	Perform Project Acceptance Samples and Tests		
9.4	Perform Laboratory Verification Tests		
9.5	Accept Manufactured Products Inspection of structural components: 1. Fabrication of structural steel and pre-stressed concrete structural components 2. Bridge modular expansion devices (0" to 6" or greater) 3. Fabrication of bearing devices		
9.6	Approve Sources of Materials		
9.7	Independent Assurance Testing (IAT), Grantee Procedures ☐ CDOT Procedures ☐ 1. Generate IAT schedule 2. Schedule and provide notification 3. Conduct IAT		
9.8	Approve mix designs Concrete Hot mix asphalt		
9.9	Check Final Materials Documentation		
9.10	Complete and Distribute Final Materials Documentation		
CONSTRUCTION CIVIL RIGHTS AND LABOR COMPLIANCE			
10.1	Fulfill Project Bulletin Board and Pre-Construction Packet Requirements		

NO.	DESCRIPTION OF TASK	RESPONSIBLE PARTY	
		Grantee	CDOT
10.2	Process CDOT Form 205 - Sublet Permit Application Review and sign completed CDOT Form 205 for each subcontractor, and submit to EEO/Civil Rights Specialist		
10.3	Conduct Equal Employment Opportunity and Labor Compliance Verification Employee Interviews. Complete CDOT Form 280		
10.4	Monitor Disadvantaged Business Enterprise Participation to Ensure Compliance with the “Commercially Useful Function” Requirements		
10.5	Conduct Interviews When Project Utilizes On-the-Job Trainees. Complete CDOT Form 200 - OJT Training Questionnaire		
10.6	Check Certified Payrolls (Contact the Region EEO/Civil Rights Specialists for training requirements.)		
10.7	Submit FHWA Form 1391 - Highway Construction Contractor’s Annual EEO Report		
FINALS			
11.1	Conduct Final Project Inspection. Complete and submit CDOT Form 1212 - Final Acceptance Report (Resident Engineer with mandatory Grantee participation.)		X
11.2	Write Final Project Acceptance Letter		
11.3	Advertise for Final Settlement		
11.4	Prepare and Distribute Final As-Constructed Plans		
11.5	Prepare EEO Certification		
11.6	Check Final Quantities, Plans, and Pay Estimate; Check Project Documentation; and submit Final Certifications		
11.7	Check Material Documentation and Accept Final Material Certification (See Chapter 9)		
11.8	Obtain CDOT Form 17 from the Contractor and Submit to the Resident Engineer		
11.9	Obtain FHWA Form 47 - Statement of Materials and Labor Used ... from the Contractor		
11.10	Complete and Submit CDOT Form 1212 – Final Acceptance Report (by CDOT)		X
11.11	Process Final Payment		
11.12	Complete and Submit CDOT Form 950 - Project Closure		
11.13	Retain Project Records for Six Years from Date of Project Closure		
11.14	Retain Final Version of Grantee Contract Administration Checklist		

cc: CDOT Resident Engineer
CDOT Project Manager
CDOT Region Program Engineer
CDOT Region EEO/Civil Rights Specialist
CDOT Region Materials Engineer
CDOT Contracts and Market Analysis Branch
Grantee Project Manager

Council Agenda Summary

June 4, 2019

Agenda Item Number 12

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

Title:

Consideration of a resolution of the City of Greeley Council adopting the United States Highway 34 Planning and Environmental Linkages Study from Larimer County Road 27 to Weld County Road 53 of a Resolution to adopt the US 34 Planning and Environmental Linkages (PEL) Study

Summary:

The US 34 PEL study was complete in January of 2019, after more than a year in development. As presented during the August 14, 2018 Worksession, the purpose of the US 34 PEL is to preserve US 34 as a vital east-west transportation corridor. Improvements outlined in the report will help link people, goods and services and sustain the operation of US 34 far into the future, while providing the guidance and flexibility to adapt to future demands and funding opportunities.

Highway improvements are needed to:

- Increase safety. The need for corridor improvements to support the increases in development and travel demand has resulted in safety concerns at intersections and other locations along the US 34 corridor.
- Accommodate increased travel and tourism demands to maintain the economic vitality of the region.
- Increase reliability of east-west regional travel, while balancing local access, mobility and freight needs.

The PEL study helps develop a clear plan of action for US 34 and identifies long-term transportation solutions, short-term projects, and priorities.

On a local level the study includes conceptual designs that allow for better planning to help identify ROW needs as development occurs. This creates predictability for developers and community's to understand how current development interacts with future highway improvements.

The study recommends improvement options along US 34 in Greeley including interchanges at Promontory Parkway, 83rd Ave, 65th Ave, 35th Ave and 47th Ave. The estimated cost of all recommended improvements along US 34 east of I-25 is estimated at \$500 million dollars. The total cost of the recommended improvements west of I -25 is estimated to be \$26 million dollars. Twelve priority projects were

identified in the planning process and listed below:

1. Widen US 34 from four to six lanes between Denver Avenue and Boyd Lake Avenue.
2. Widen US 34 from four to six lanes between Boyd Lake Avenue and Rocky Mountain Avenue.
3. Widen US 34 from four to six lanes from Centerra/Thompson Parkways to east of Larimer Parkway.
4. Widen US 34 from four to six lanes on either side of the WCR 13 intersection and adjust timing to boost signalized intersection capacity.
5. Construct an interchange at 35th Avenue and widen from four to six lanes to 47th Avenue.
6. Construct an interchange at WCR 17.
7. Construct eastbound/westbound dual left-turn lanes at the Lincoln Avenue/Cleveland Avenue intersections.
8. Construct an interchange at 47th Avenue.
9. Widen US 34 from four to six lanes between WCR 17 and the US 34 Business interchange
10. Construct an interchange at 83rd Avenue.
11. Construct an interchange at either 65th Avenue or 71st Avenue (interchange location to be determined by future project teams).
12. Widen US 34 from four to six lanes between Larimer Parkway and WCR 17.

City of Greeley staff were consistently involved in the development of the PEL Study, and CDOT hosted numerous public meetings to gain insight from the public on the vision for the corridor. Staff not only believes the PEL Study reflects the priorities of the City of Greeley but also, helps preserve the integrity of the US 34 corridor into the future and will help facilitate future grant funding as it becomes available.

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?	
What is the annual impact?	
What fund of the City will provide Funding?	
What is the source of revenue within the fund?	
Is there grant funding for this item?	N/A
If yes, does this grant require a match?	
Is this grant onetime or ongoing?	
Additional Comments:	Study was paid for by the Colorado Department of Transportation (CDOT).

Legal Issues:

None.

Other Issues and Considerations:

The City of Loveland and Weld County, along with other communities along the US 34 Corridor recently adopted the US 34 PEL. Additionally, the 34 Coalition, for which an elected official from Greeley is appointed to, will be adopting at its upcoming meeting.

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.

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

Decision Options:

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

Council's Recommended Action:

A motion to adopt the Resolution.

Attachments:

Resolution
US 34 Planning and Environmental Linkages Study

THE CITY OF GREELEY, COLORADO

RESOLUTION _____, 2019

A RESOLUTION OF THE CITY OF GREELEY COUNCIL ADOPTING THE UNITED STATES HIGHWAY 34 PLANNING AND ENVIRONMENTAL LINKAGES STUDY FROM LARIMER COUNTY ROAD 27 TO WELD COUNTY ROAD 53

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

WHEREAS, recent years have seen sustained and strong economic development along United States Highway 34 (“US 34”) and, as a result, travel demand along the US 34 corridor has increased; and

WHEREAS, numerous communities, including the City of Greeley (“Greeley”), have an interest in ensuring safety, reducing congestion, and improving mobility along the US 34 corridor while making efficient use of local and regional resources in working toward these goals; and

WHEREAS, because achieving these goals is best served by coordinated planning by interested entities, Greeley participated in a joint effort with the Colorado Department of Transportation (“CDOT”), neighboring municipalities Johnstown, Windsor, Loveland, Evans, Garden City, and Kersey as well as the counties of Larimer and Weld to develop the US 34 Planning and Environmental Linkage Study (“PEL Study”). The PEL Study is attached hereto as **Exhibit A** and incorporated herein; and

WHEREAS, the PEL Study is intended to provide a vision for the US 34 corridor, act as the framework for long-term implementation of transportation improvements as funding becomes available, and serve as a resource for future National Environmental Policy Act (“NEPA”) documentation, the PEL Study does not include a preferred alternative, but provides options for future consideration at the time a project is implemented; and

WHEREAS, the coalition of community representatives who provided guidance in drafting the PEL Study included elected officials and technical staff from both CDOT and local entities; and

WHEREAS, the coalition of representatives undertook the following with regard to planning and environmental linkage along the US 34 corridor: development and analysis of alternatives; evaluation and three (3) levels of screening of the alternatives; an analysis of the existing and future transportation needs, including traffic forecasting, traffic operations (intersection), existing and planned transit facilities and concepts, and bicycle and pedestrian facilities; environmental analysis; significant partner agency coordination and public and stakeholder outreach; recommended alternatives; and next steps, including an implementation

strategy and near-term improvements; and

WHEREAS, in furtherance of its efforts, the coalition met regularly over the past two-and-a-half years, including eighteen (18) meetings of technical advisory staff, nine (9) meetings of community representatives, and three (3) sets of public meetings held at both eastern and western locations along the US 34 corridor to seek public input regarding PEL Study options and recommendations; and

WHEREAS, in addition to providing a vision for the US 34 corridor, acting as the framework for implementation of transportation improvements and as a resource for future NEPA documentation, Section 6 of the PEL Study addresses the next steps in the process and provides information regarding a framework for future Greeley and regional representatives to execute projects by establishing an implementation strategy, identifying near-term improvements, developing a threats assessment, and defining potential funding sources and strategies; and

WHEREAS, the PEL Study was approved by CDOT and the Federal Highway Administration in February 2019 and in order to finalize the PEL Study, local agencies, including Greeley, must adopt the PEL Study; and

WHEREAS, it is in the best interest of the citizens of the City of Greeley for Council to adopt the PEL Study.

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

Section 1. That the PEL Study, attached hereto as Exhibit A, is hereby adopted by the City of Greeley.

Section 2. This Resolution shall become effective immediately upon its passage.

PASSED AND ADOPTED, SIGNED AND APPROVED THIS _____ day of _____, 2019.

ATTEST:

THE CITY OF GREELEY, COLORADO

City Clerk

Mayor

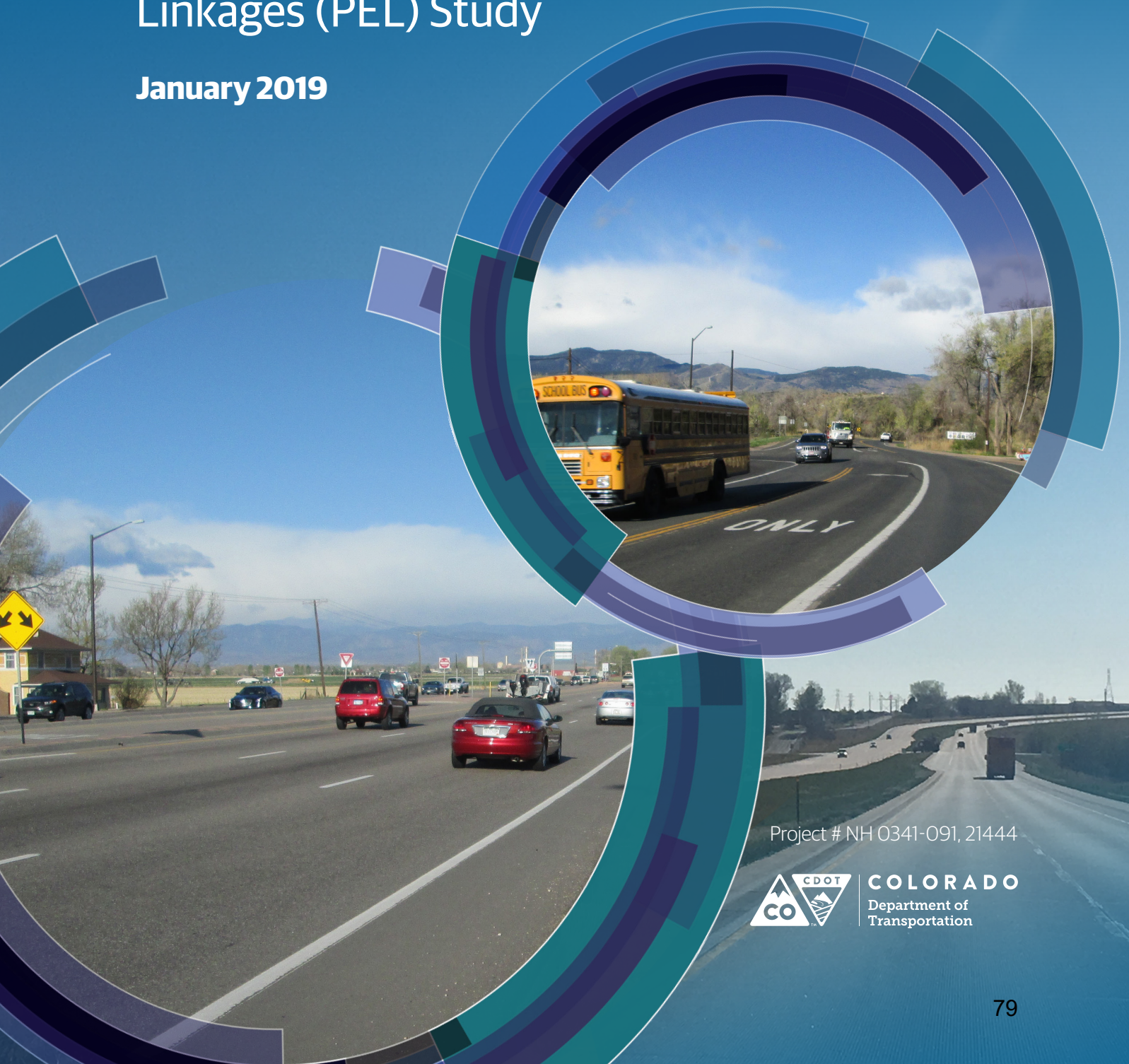
FINAL ALTERNATIVES REPORT

RS&H | TSIOUVARAS SIMMONS HOLDERNESS

in association with **ch2m.**

US 34 Planning and Environmental Linkages (PEL) Study

January 2019



Project # NH 0341-091, 21444



COLORADO
Department of
Transportation

FINAL

US 34 Planning and Environmental Linkages (PEL) Study

Prepared for:



COLORADO
Department of
Transportation

Region 4

January 2019

Prepared by:



In association with:



Acknowledgements

The US 34 PEL Study was prepared with contributions from the following individuals.

Project Management Team

Colorado Department of Transportation

Tim Bilobran – Access Manager

Lindsay Edgar - PEL Program Manager

Jim Eussen – Regional Planning and
Environmental Manager

Jared Fiel – Communications Manager

Chad Hall – Project Manager

Louis Keen – Resident Engineer

Dan Mattson – Resident Engineer

Karen Schneiders – Local Agency
Environmental and Planning Manager

Keith Sheaffer – Program Engineer

Justin Stone – City of Loveland

James Usher – Resident Engineer

Federal Highway Administration

Brian Dobling – Area Engineer/ROW Program
Manager

Tricia Sergeson – Transportation Specialist

Technical Advisory Committee

Local Agencies

Dawn Anderson – Weld County

John Barnett – City of Greeley

Allison Baxter – City of Greeley

Barb Brunk – Town of Kersey

Jeff Bailey – City of Loveland

Brian Dobling – FHWA

Ryan Dusil – NFRMPO

Jim Flesher – Weld County

Alex Gordon –Larimer County Mobility
Committee/Weld County Mobility
Committee/NFRMPO

Clayton Brossart – CPW

Michael Grooms – CPW

Katie Guthrie – City of Loveland

Joel Hemesath – City of Greeley

Will Jones – City of Greeley

Becky Karasko – NFRMPO

Medora Kealy – NFRMPO

Dave Klockeman – City of Loveland

Rusty McDaniel – Larimer County

Suzette Mallette – Larimer County

Fred Starr – City of Evans

William Welborn – City of Evans

CDOT

Tim Bilobran – Access Manager

Mark Connelly – Bike/Ped Specialist

Lindsay Edgar - PEL Program Manager

Jim Eussen – Regional Planning and
Environmental Manager

Chad Hall – Project Manager

Louis Keen – Resident Engineer

Dan Mattson - Resident Engineer

Keith Sheaffer – Program Engineer

Karen Schneiders – Local Agency
Environmental and Planning Manager

Rob Martindale – Railroad Coordination

James Usher – Resident Engineer



US 34 Coalition

Coalition Members

Terri Blackmore – Former Executive Director, NFRMPO

Robb Casseday – Mayor Pro-Tem, City of Greeley

Dave Clark – Councilmember, City of Loveland

Sean Conway – County Commissioner, Weld County

Julie Cozad – County Commissioner, Weld County

Tom Donnelly – County Commissioner, Larimer County

Scott James – Mayor, Town of Johnstown

Bob Kellerhuis – Trustee, Town of Kersey

Kristie Melendez – Mayor, Town of Windsor

Troy Mellon – Councilmember, Town of Johnstown

Steve Moreno – County Commissioner, Weld County

John Morris – Former Mayor, City of Evans

Gary Mount – Former Trustee, Town of Kersey

Tom Norton – Former Mayor, City of Greeley

John Vasquez – Former Mayor, Town of Windsor

Coalition Advisory Staff

Dawn Anderson – Development Review Manager, Weld County

Jeff Bailey – City Engineer, City of Loveland

John Barnett – Long Range Planner, City of Greeley

Brian Dabling – Area Engineer, FHWA

John Franklin – Town Planner, Town of Johnstown

Joel Hemesath – Public Works Director, City of Greeley

Will Jones – Public Works Deputy Director, City of Greeley

Dave Klockeman – Senior Civil Engineer, City of Loveland

Christian Morgan – Town Manager, Town of Kersey

Fred Starr – Public Works Director, City of Evans

Joe Smith – City Engineer, City of Evans

Dennis Wagner – Director of Engineering, Town of Windsor

CDOT

Chad Hall, Project Manager

Louis Keen – Resident Engineer

Dan Mattson, Resident Engineer

Keith Sheaffer, Program Engineer



Consultant Team

Consultant team members participated in the Project Management Team and Technical Advisory Committee meetings as appropriate.

CH2M

Zach Bentzler – Project Planner

Rebecca Birtley – GIS Analyst

Courtney Blechle – Public Involvement
Coordinator

Laura Dreher – Documentation and
Environmental Lead

Curtez Hawkins – Project Planning Support

Zeke Lynch – Project Manager

Neha Rathi – Travel Demand Modeler

Whitney Wimer – Public Involvement Lead

Mandy Whorton (former CH2M) – Former
Project Manager

TSH

Galina Leiphart – Project Specialist

Robin Stoneman – Project Engineer

David Woolfall – Project Engineer

Stolfus

Matt Brown – Traffic Engineer

Michelle Hansen – ACP Specialist

Janet Lundquist – ACP Specialist

Josh Sender – Traffic Specialist

Elizabeth Stolfus – Project Specialist

CDR

Jonathan Bartsch – Project Specialist

Spencer Dodge – Former Communication
Coordinator

Taber Ward – Communication Coordinator

Muller

Kelly Maiorana – Project Specialist and Risk
and Resiliency Lead, (former CH2M)

Jacobs

Jim Clarke – Senior Document Quality
Review

Arland Land Use Economics

Arleen Taniwaki – Socioeconomic and
Business Outreach

OV Consulting

Fernando Abbud –
Bicycle/Pedestrian/Transit Specialist

Chris Vogelsang –
Bicycle/Pedestrian/Transit Specialist

Contents

Section	Page
Acknowledgements	iii
Acronyms and Abbreviations	vii
1 Introduction and Purpose and Need	1-1
1.1 Study Area.....	1-3
1.2 Corridor and Planning Context	1-5
1.2.1 Corridor Characteristics	1-5
1.2.2 Planning Context.....	1-8
1.3 Surrounding Land Use.....	1-8
1.4 Purpose and Need.....	1-9
1.4.1 Purpose	1-9
1.4.2 Need.....	1-9
1.5 Project Goals.....	1-15
2 Alternatives Development and Evaluation	2-1
2.1 No Action Alternative	2-3
2.2 Alternatives Development and Evaluation	2-5
2.2.1 Level 1 Concept Development and Evaluation	2-5
2.2.2 Level 2 Concept Refinement and Evaluation	2-11
2.2.3 Level 3 Alternatives Development and Evaluation.....	2-13
2.3 Recommended Alternatives	2-18
2.3.1 Multimodal Considerations	2-25
2.3.2 Consistency of the Recommended Alternative in Segments Adjacent to Other Projects.....	2-31
2.4 Improvements to Parallel Roadways	2-32
3 Transportation Analysis	3-1
3.1 Traffic Forecasting	3-1
3.1.1 Transportation Network and Land Use Assumptions.....	3-1
3.1.2 Analysis Years and Periods.....	3-1
3.1.3 Post Processing Adjustments.....	3-2
3.1.4 Performance Measures.....	3-2
3.1.5 Travel Forecasts	3-2
3.2 Traffic Operations	3-3
3.3 Transit Facilities	3-6
3.3.1 Existing Conditions.....	3-7
3.3.2 Transit Analysis	3-7
3.4 Bicycle and Pedestrian Facilities	3-8
3.4.1 Existing Conditions.....	3-8
3.4.2 Bicycle and Pedestrian Analysis	3-9
3.5 Access Control Plan.....	3-9
4 Environmental Overview	4-1
4.1 Environmental Analysis.....	4-1
4.1.1 Aquatic Resources.....	4-1
4.1.2 Biological Resources	4-2
4.1.3 Cultural Resources	4-5



4.1.4	Environmental Justice.....	4-8
4.1.5	Floodplains.....	4-9
4.1.6	Hazardous Materials.....	4-10
4.1.7	Land Use and Socioeconomics.....	4-11
4.1.8	Noise	4-13
4.1.9	Recreational Resources	4-14
4.1.10	Visual Resources	4-15
4.1.11	Other Resources	4-16
4.2	Cumulative Impacts	4-18
5	Agency Coordination and Public Involvement.....	5-1
5.1	Local Agency Coordination	5-1
5.1.1	Project Management Team	5-1
5.1.2	Technical Advisory Committee Meetings	5-1
5.1.3	US 34 Coalition Meetings.....	5-2
5.2	Resource Agency Coordination.....	5-3
5.3	One-on-One Stakeholder Meetings.....	5-3
5.4	Public Outreach Activities	5-3
5.5	Public Comments	5-4
6	Next Steps	6-1
6.1	Implementation Strategy.....	6-1
6.2	Near-Term Improvements	6-4
6.3	Threats Assessment	6-5
6.3.1	Natural and Manmade Threats.....	6-5
6.3.2	Operational Resiliency Analysis	6-5
6.4	Potential Funding Strategies.....	6-7
7	References.....	7-1

Appendixes

A	PEL Questionnaire
B	Existing Conditions Report
C	US 34 Alternatives Report
D	Agency Coordination and Public Involvement
E	Technical Memoranda
F	Letters of Agency Support

Tables

1-1	Corridor Segments within the Project Limits
1-2	Average Annual Growth in Traffic (approximate)
2-1	Programmed Transportation Improvements Included in the No Action Alternative
2-2	Description of the Build Concepts Evaluated in Level 1
2-3	Level 1 Evaluation Results
2-4	Level 2 Evaluation Criteria and Performance Measures
2-5	Alternatives Evaluated in Level 3
2-6	Level 3 Evaluation Criteria and Performance Measures
3-1	Existing and Forecast ADT
3-2	LOS Thresholds



3-3	Existing (2017 LOS by Segment)
3-4	No Action Alternative (2040 LOS by Segment)
3-5	Recommended Alternative (2040 LOS by Segment)
3-6	Existing Reliability Percentages by Segment
3-7	No Action Alternative (2040) Reliability Percentages by Segment
3-8	2040 Reliability Percentages by Segment with Improvements
3-9	Travel Times on US 34 (minutes)
4-1	CDOT 2016 Noxious Weed Species Mapped Within the Study Area
4-2	NRHP-Listed and NRHP-Eligible Historic Properties Located within the Study Area
4-3	Minority and Low-income Households in the US 34 PEL Study Area
6-1	Natural and Manmade Resiliency Recommendations
6-2	Types of Funding and Qualifying Projects

Figures

1-1	Project Location and Study Area
1-2	US 34 PEL Segments
1-3	Typical Sections and Speeds: Foothills to Johnstown-Greeley Segments
1-4	Typical Sections and Speeds: Greeley Expressway to East End Segments
1-5	Summary of US 34 Crash Data
1-6	Average Hourly Traffic Volume by Day of Week: US 34 at Larimer-Weld County Line Permanent Count Station (2016)
1-7	Traffic Growth on US 34
1-8	Graphs of TTI on US 34
2-1	Alternatives Development and Evaluation Process for the US 34 PEL
2-2	Schematic Drawings of Selected Concepts Evaluated in Level 3
2-3	Recommended Alternative: Foothills Segment
2-4	Recommended Alternative: Loveland Urban Segment
2-5	Recommended Alternative: Loveland 6-Lane Segment
2-6	Recommended Alternative: Johnstown-Greeley Segment
2-7	Recommended Alternative: Greeley Expressway Segment
2-8	Recommended Alternative: East End Segment
2-9	Diagram US 34 East-West Regional Non-Motorized Corridor Analysis
2-10	Diagram US 34 East-West Regional Non-Motorized Corridor Analysis
6-1	Priority Projects

Acronyms and Abbreviations

>	greater than
≤	less than or equal to
%	percent
AADT	annual average daily traffic
ACP	access control plan
ADT	average daily traffic
ADA	Americans with Disabilities Act of 1990
APE	area of potential effect
BNSF	Burlington Northern Santa Fe Railway
CDOT	Colorado Department of Transportation
CERCLA	Comprehensive Environmental Response, Compensation, and Liability Act of 1980
CFR	<i>Code of Federal Regulations</i>
CO	carbon monoxide
COLT	City of Loveland Transit
CPW	Colorado Parks and Wildlife
CR	county road
CRS	Colorado Revised Statutes
CWA	Clean Water Act
DOT	U.S. Department of Transportation
EA	environmental assessment
EIS	environmental impact statement
EO	Executive Order
FEMA	Federal Emergency Management Agency
FHWA	Federal Highway Administration
GET	Greeley Evans Transit
GIS	geographic information system
I-25	Interstate 25
ID	identification
IGA	intergovernmental agreement
LCR	Larimer County Road
LOS	level of service
LWCF	Land and Water Conservation Fund
MBTA	Migratory Bird Treaty Act



MOE	measure of effectiveness
MP	mile post
NEPA	National Environmental Policy Act
NCHRP	National Cooperative Highway Research Program
NEPA	National Environmental Policy Act
NFRMPO	North Front Range Metropolitan Planning Organization
NHPA	National Historic Preservation Act
NRCS	Natural Resources Conservation Service
NRHP	National Register of Historic Places
OAHP	Office of Archaeology and Historic Preservation
PEL	Planning and Environmental Linkages
PMT	project management team
RAFT	Rural Alternative for Transportation
RNMC	regional non-motorized corridors
ROD	Record of Decision
ROW	right-of-way
RTC	regional transit corridor
RTP	Regional Transportation Plan
SH 257	State Highway 257
SPUI	single-point urban interchange
SRHP	State Register of Historic Properties
TAC	technical advisory committee
TTI	Travel Time Index
UPRR	Union Pacific Railroad
US 34	U.S. Highway 34
USACE	U.S. Army Corps of Engineers
USC	United States Code
USFWS	U.S. Fish and Wildlife Service
USGS	U.S. Geological Survey
v/c	volume-to-capacity
VMT	vehicle miles traveled
vpd	Vehicles Per Day
WCR	Weld County Road

Introduction and Purpose and Need

This report documents the results of a Planning and Environmental Linkages (PEL) Study for US Highway 34 (US 34) between Larimer County Road (LCR) 29 and Weld County Road (WCR) 53 within Larimer County; Weld County; the Cities of Evans, Greeley, and Loveland; and the Towns of Johnstown, Kersey, Garden City, and Windsor (**Figure 1-1**). Colorado Department of Transportation (CDOT), in cooperation with Federal Highway Administration (FHWA) and local agencies (see **Section 5.1**), conducted this PEL Study. The PEL process followed FHWA and CDOT PEL guidance (CDOT, 2016a) regarding the integration of transportation planning and the National Environmental Policy Act (NEPA) process; this guidance encourages the use of planning studies to provide information for incorporation into future NEPA documents (23 *Code of Federal Regulations* [CFR] 450). The goal of these early integrated planning efforts is to improve transportation decision making while streamlining subsequent alternatives analysis during the NEPA process.

US 34 is a critical east-west transportation corridor for northern Colorado's growing communities. Sustained and strong economic development along US 34 has increased, and travel demand has necessitated the need to enhance safety, reduce congestion, and improve mobility.

CDOT's Northeast Colorado Region (Region 4) and its local agency partners have made identifying effective transportation improvements through the US 34 PEL Study process a top priority. The operating charter, developed by CDOT and the US 34 Coalition, identified the following vision for the US 34 PEL Study:

Work collaboratively; build upon and validate past efforts; manage and meet public and agency expectations, develop a vision for US 34 that includes discrete projects that improve safety and mobility along this important corridor.

CDOT initiated the US 34 PEL Study to catalog existing roadway characteristics, multimodal facilities, and traffic safety conditions; identify infrastructure deficiencies; develop and evaluate a reasonable range of alternatives; determine important existing environmental resources along US 34 within the Study Area; and create a vision for the US 34 corridor. **Figure 1-1** illustrates the Project Limits and Study Area.

The PEL Study is intended to provide a vision for the US 34 corridor and the framework for the long-term implementation of transportation improvements as funding is available and to be used as a resource for future NEPA documentation. The following NEPA principles were followed for this PEL Study:

- Preparation of a project Purpose and Need
- Evaluation of alternatives
- Evaluation of environmental impacts and conceptual mitigation strategies
- Coordination with federal, state, and local agencies
- Public involvement

The FHWA PEL questionnaire is intended to act as a summary of the PEL process and to be used for the transition from the planning study to a NEPA analysis. The PEL questionnaire for the US 34 PEL Study is included in **Appendix A**.

The project team prepared a separate *Corridor Existing Conditions Report* (**Appendix B**) that documents current and future conditions of US 34 regarding land use, planning context, the transportation system, and environmental resources. The information presented in the report was the basis for developing and evaluating possible transportation improvements along US 34.

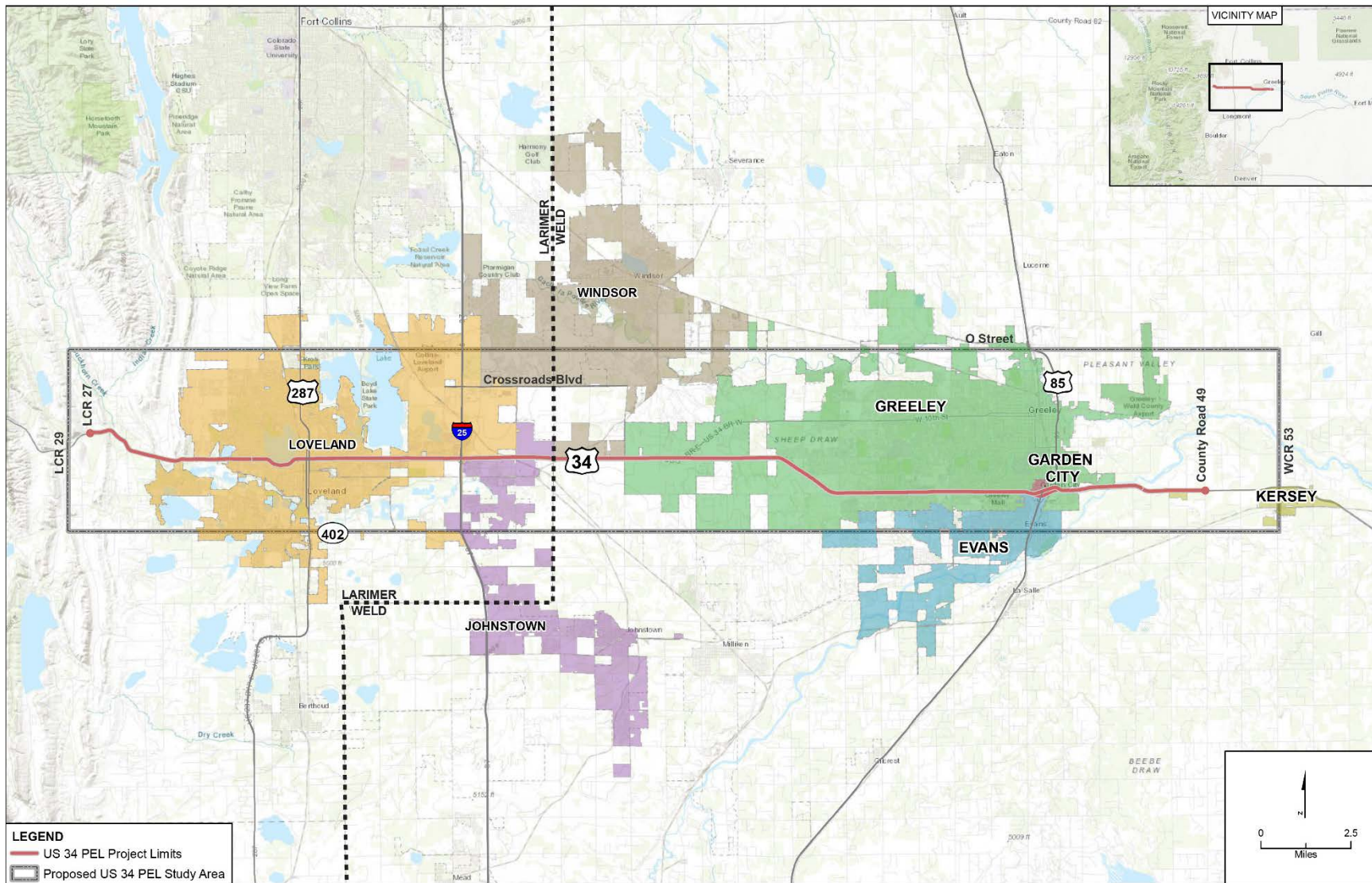


Figure 1-1. Project Location and Study Area



1.1 Study Area

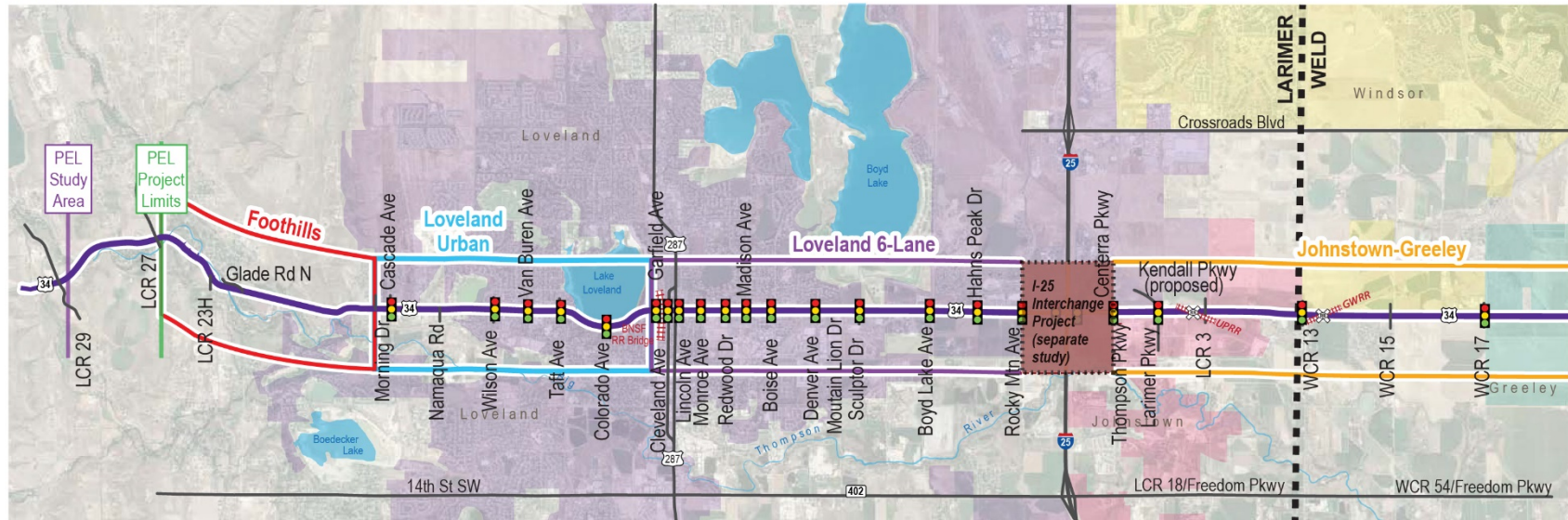
As shown on **Figure 1-1**, the 34.6-mile-long Study Area is bounded by LCR 29 to the west, State Highway (SH) 402 and Freedom Parkway (SH-402, LCR 18, WCR 54, and 37th Street) to the south, WCR 53 to the east, and O Street and Crossroads Boulevard to the north. The extent of this Study Area was carefully considered to incorporate key corridor influences such as changes in state highway access categories, speed limits, existing and future land uses, major trip generators, parallel routes, and adjacent studies. Defining a broader Study Area helped CDOT to understand the overall transportation system needs and the potential effects of proposed improvements for US 34 on adjacent corridors and surrounding communities. The Project Limits from LCR 27 to WCR 49, where proposed US 34 improvements are focused, comprise 31.7 miles.

The corridor is an important regional connection for the adjacent communities of Loveland, Johnstown, Windsor, Greeley, Garden City, Evans and Kersey, as well as other destinations such as Estes Park and Rocky Mountain National Park. In addition to east-west travel, the corridor includes intersections with several important north-south regional roadways, including US 287, Interstate 25 (I-25), US 85, and WCR 49, which was recently improved to a 4-lane controlled-access County highway connection to I-76. The US 34 corridor was divided into six segments due to the size of the Study Area, varying physical and operational corridor characteristics, and the context of adjacent communities (see **Table 1-1**), but do not represent logical termini for potential future projects. **Figure 1-2** illustrates the corridor segments. The I-25 Interchange Project (1.0 mile on US 34) and the US 34/US 85 Project (1.2 miles on US 34) are separate studies that will complement and accommodate the improvements proposed in the US 34 PEL Study. These two separate study areas are not included in the US 34 project segments, and the US 34 PEL Study does not include additional recommendations within these areas. Consistency of the Recommended Alternative with the separate study areas was considered during alternatives development and is discussed in **Section 2.3.2**.

Table 1-1. Corridor Segments within the Project Limits

Segment	Length (miles)	Segment Limits
Foothills	3.2	LCR 27 to Morning Drive
Loveland Urban	3.1	Morning Drive to North Garfield Avenue
Loveland 6-Lane	4.0	North Garfield Avenue to West of Rocky Mountain Avenue
<i>I-25 Interchange Project (Separate Study)</i>	<i>1.0</i>	<i>Rocky Mountain Avenue to Centerra/Thompson Parkway</i>
Johnstown-Greeley	6.1	Centerra/Thompson Parkway to east of SH 257
Greeley Expressway	9.3	East of SH 257 to 11th Avenue near the US 85 interchange
<i>US 34/US 85 Interchange (Separate Study)</i>	<i>1.2</i>	<i>11th Avenue to east of 1st Avenue</i>
East End	3.8	East of 1st Avenue to the Project Limits at WCR 49

SEGMENTS FOOTHILLS TO JOHNSTOWN-GREELEY



SEGMENTS JOHNSTOWN-GREELEY TO EAST END

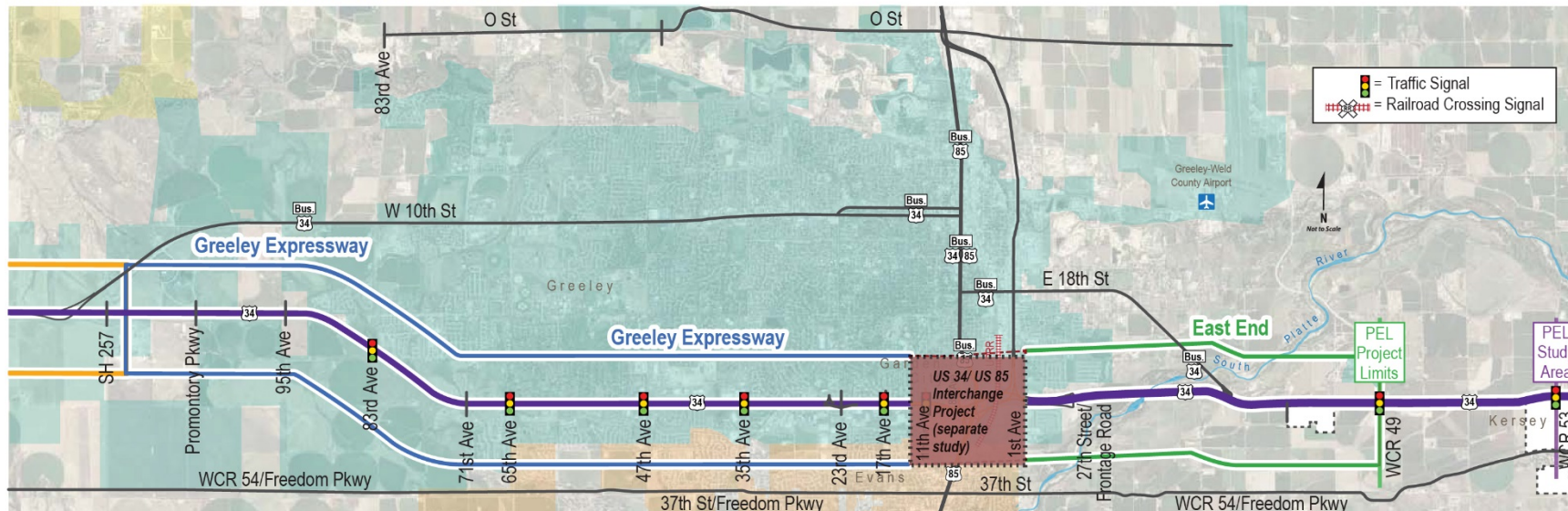


Figure 1-2. US 34 PEL Segments



1.2 Corridor and Planning Context

The following sections provide an overview of US 34 characteristics within the Project Limits and summarize previous studies. More detailed information, including maps and cross sections, can be found in the *Corridor Existing Conditions Report* located in **Appendix B**.

1.2.1 Corridor Characteristics

US 34 roadway characteristics vary widely west of I-25 through Loveland, from a 2-lane roadway at the western Project Limits, a 4-lane roadway with a center turn lane from Morning Drive to just east of SH 287, and a 4- and- 6-lane divided roadway from just east of SH 287 to I-25. East of I-25, the cross section of US 34 is some variation of a 4-lane divided roadway through the eastern Project Limit. The roadway classification changes along the corridor:

- Principal Arterial – Other (from the west Project Limit to WCR 17)
- Principal Arterial – Freeway and Expressway (from WCR 17 to the South Platte River Crossing)
- Principal Arterial – Other (from the South Platte River Crossing to the eastern Project Limit)

Right-of-way (ROW) width in the US 34 corridor varies widely, and is typically 80 feet in urban areas and up to 180 feet in developing areas west of I-25. ROW varies up to 400 feet in developing areas east of I-25 and includes ROW reserved for future interchanges at 35th Avenue and 47th Avenue in Greeley. Typical roadway cross sections and existing speed limits on US 34 are illustrated on **Figures 1-3** and **1-4**.

US 34 is functionally classified as a Principal Arterial with the primary function of carrying through-traffic with medium to high speeds over medium to long distances in a safe and efficient manner (CDOT, 2002). Direct access to the roadway is secondary to servicing through traffic. However, as development has occurred, the once-rural context of the corridor has evolved to become more of an urban landscape, with traffic signals, multiple turn lanes, and raised medians to accommodate local access.

Within the US 34 corridor, bicycle infrastructure includes bike lanes, designated bike routes/shared-use paths, and street trails. Expansion of the bicycle network, strategic intersection improvements, and major non-motorized regional corridors are planned by local agencies. Pedestrian infrastructure varies from areas with no sidewalks to areas with detached sidewalks, attached sidewalks, or shared-use paths. The majority of the bicycle and pedestrian infrastructure along the corridor is located within Loveland and Greeley.

Existing transit service within the US 34 corridor consists of local and regional bus routes that intersect US 34 rather than travel along US 34. Most of the existing transit facilities are concentrated within the city limits of Loveland and Greeley. However, there are potential future regional and local routes within the study area that would travel along and across US 34. Potential future regional routes were highlighted in the I-25 EIS as well as in the 2040 Regional Transit Element. In addition, Greeley-Evans Transit (GET) and City of Loveland Transit (COLT) have potential future local routes within the study area.



US 34 PEL

Typical Sections & Speeds

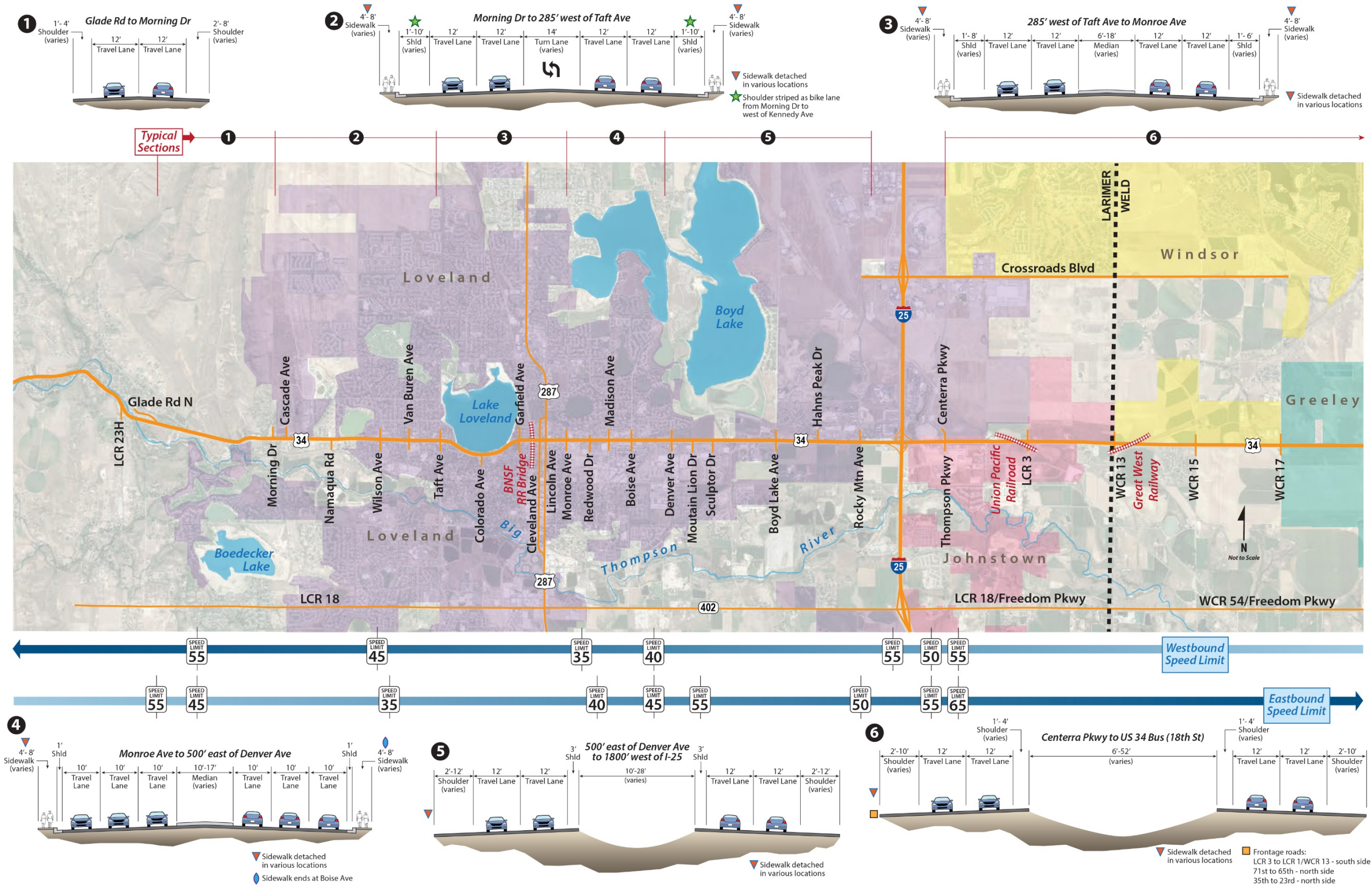


Figure 1-3. Typical Sections and Speeds: Foothills to Johnstown-Greeley Segments

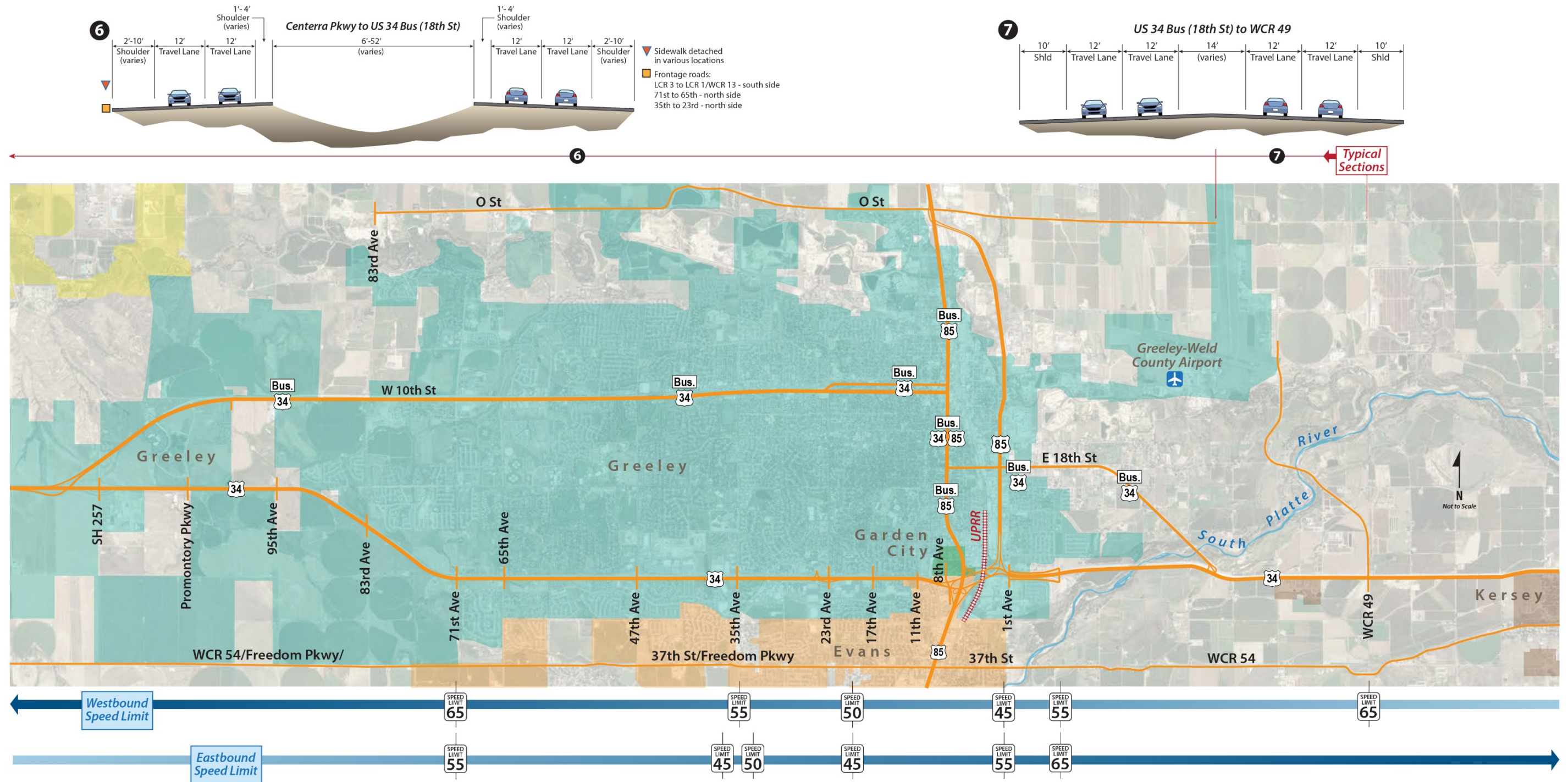


Figure 1-4. Typical Sections and Speeds: Greeley Expressway to East End Segments



1.2.2 Planning Context

Within the Study Area, numerous local plans and corridor-, regional-, and local-level studies and/or projects have previously been completed that informed the PEL process, including the following:

- CDOT, *North I-25 Environmental Impact Statement and Record of Decision (ROD)* (2011)
- CDOT, *SH 402 Environmental Assessment (2007) and Finding of No Significant Impact* (2008)
- CDOT, *US 34 Access Control Plan* (2003)
- CDOT, *US 34 Business Route Environmental Assessment* (2005)
- CDOT, *US 34 Corridor Optimization Plan* (2003)
- CDOT, *US 34 Environmental Assessment* (2007)
- CDOT, *US 85 PEL Study* (2017)
- City of Evans, *2010 Comprehensive Plan* (2010, updated 2014)
- City of Evans, *City of Evans Open Space and Trails Master Plan* (2004)
- City of Evans, *City of Evans Transportation Plan* (2004)
- City of Evans, *US 85 Overlay District Master Plan* (2014)
- City of Greeley, *2060 Comprehensive Plan* (2009)
- City of Greeley, *City of Greeley Bicycle Master Plan* (2015)
- City of Greeley, *Greeley 2035 Comprehensive Transportation Plan* (2011)
- City of Greeley, *Greeley Parks, Trails and Open Lands Master Plan* (2016)
- City of Loveland, *2035 Transportation Plan* (2012)
- City of Loveland, *Bicycle and Pedestrian Plan* (2012)
- City of Loveland, *Create Loveland Comprehensive Plan* (2016)
- Freedom Parkway Coalition, *Freedom Parkway Access Control Plan* (ongoing)
- Greeley Evans Transit, *2016 [Greeley Evans Transit] GET 5- to 10-year Strategic Plan* (2016)
- Larimer County, *Larimer County Master Plan* (1997)
- Larimer County, *Larimer County Transportation Master Plan* (2017)
- Larimer County Department of Natural Resources, *Larimer County Open Lands Master Plan* (2015)
- North Front Range Metropolitan Planning Organization (NFRMPO), *2016 Non-Motorized Plan* (2017)
- NFRMPO, *2040 Regional Transit Element* (2015)
- NFRMPO, *2045 Regional Transit Element* (ongoing)
- NFRMPO, *2040 Regional Transportation Plan* (2015)
- NFRMPO, *Regional Bicycle Plan* (2013)
- NFRMPO, *Truck Traffic in the Northeast Quadrant of the NFRMPO Region Study* (2010)
- Town of Johnstown, *Johnstown Area Comprehensive Plan* (2006)
- Town of Johnstown, *Transportation Master Plan* (2008)
- Town of Kersey, *Comprehensive Plan* (2016)
- Town of Windsor, *Town of Windsor Comprehensive Plan* (2016)
- Weld County, *O Street Arterial Corridor Study* (2011)
- Weld County, *Weld County 2035 Transportation Plan* (2011)
- Weld County, *Weld County Comprehensive Plan* (2018)
- Weld County, *WCR 49 Access Control Plan* (2014)

1.3 Surrounding Land Use

Land use in the Study Area fluctuates between rural area and more developed urbanized areas. Many of the communities adjacent to US 34 have seen significant growth and development from 2000 to 2015, and growth forecasts indicate that the corridor and communities served by the corridor will continue to see strong growth and development (NFRMPO, 2012-2013). The western edge of the corridor is open



space and low density residential; this edge transitions into Loveland’s older commercial corridor area, which accommodates neighborhoods, and commercial and traveler-related services. The Centerra development at the interchange of I-25 and US 34 provides retail, restaurant, office, residential, entertainment, and other commercial services. This area is continuing to build out, with SCHEELS on the east side of I-25 in Johnstown acting as an anchor for future commercial development clustered around the interchange. The area east of Johnstown through central Greeley is currently rural with some commercial services. These areas are also forecasted for significant future development. Kersey is to the east of Greeley and Garden City with a rural buffer separating them. Kersey is forecasted to grow on its western edge.

1.4 Purpose and Need

CDOT initiated this PEL Study to identify and assess potential transportation solutions along the US 34 corridor in Larimer and Weld Counties. The Purpose and Need statement was developed in coordination with stakeholders, including the state and local jurisdictions that encompass the Study Area and those represented in the US 34 Coalition (see **Section 5.1**). The Purpose and Need statement was reviewed by the general public at public meetings. The Purpose and Need was accepted by FHWA during the formal coordination checkpoint as part of the standard CDOT PEL process.

1.4.1 Purpose

The purpose of transportation improvements is to preserve US 34 as a vital east-west regional transportation corridor. Improvements will link and move people, goods and information reliably, and adapt to future travel demands and funding opportunities.

1.4.2 Need

Transportation improvements within the US 34 corridor are needed to:

- **Increase safety.** Increases in development and travel demand have resulted in safety concerns at intersections and other locations along the US 34 corridor.
- **Accommodate increased travel and tourism demands to maintain the economic vitality of the region.** Northern Colorado communities are among the fastest growing in the nation. Growth and tourism have spurred economic benefits and provides funding to improve transportation infrastructure and amenities that make these communities desirable.
- **Increase reliability of east-west regional travel, while balancing local access, mobility, and freight needs.** Traffic congestion and accidents can reduce the reliability of US 34 to serve its function as a Principal Arterial, while dampening the benefits of job growth, tourism, recreational opportunities, and freight needs.

During the development of the Purpose and Need, additional background information, studies, and analyses were collected to supplement and support the statement. This information is detailed in **Appendix B** and summarized in the following subsections.

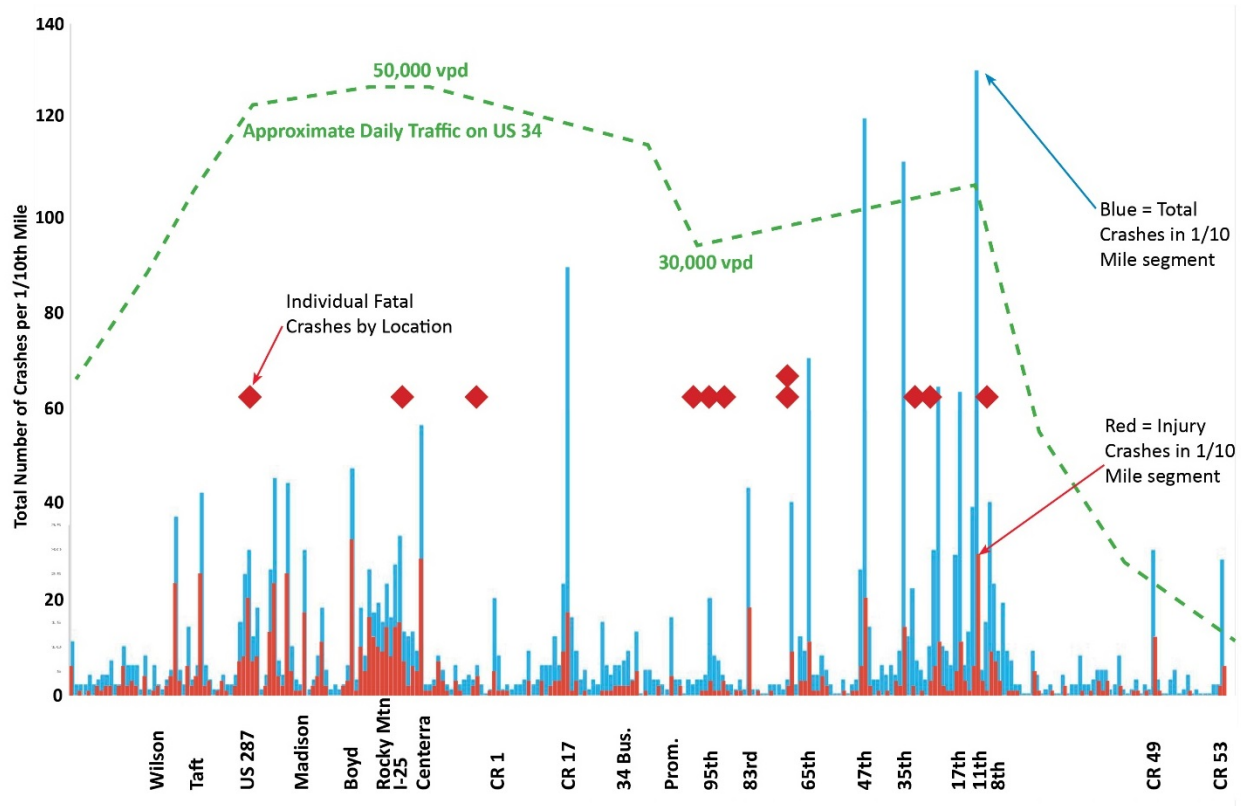
1.4.2.1 What are the safety concerns in the US 34 corridor?

Without the infrastructure to support increases in population and, consequently, travel demand, the safety of the US 34 corridor has decreased over time.

Traffic crash data from a 5-year period from 2011 through 2015 was reviewed. Within the Study Area, 2,650 crashes were recorded over the 5-year period, including 12 crashes with fatalities and 861 crashes involving injuries. The signalized intersections in the US 34 corridor, especially those east of I-25, have total crash rates that far exceed the statewide average for signalized intersections with similar

characteristics. This can be attributed to a high number of rear-end crashes likely attributable to traffic congestion, combined with the unexpected presence of stopped traffic on a facility with a 65-mile-per-hour speed limit. The rate of injury and fatality crashes in this corridor is near the statewide average for similar intersections.

The crash data were further evaluated to identify any substantial spikes in numbers or patterns that might guide the early stages of the PEL alternatives development process. **Figure 1-5** graphically illustrates the number of vehicles (as vehicles per day [vpd]) against the number of vehicle crashes, as well as crashes involving injury and fatalities as recorded within 0.1-mile sections along the entire corridor.



CDOT: Crash Data, 2011-2015 (from the Corridor Existing Conditions Report in Appendix B)

Figure 1-5. Summary of US 34 Crash Data

In reviewing the crash types and likely causes, some notable trends were observed.

- The most prevalent type of crash in the corridor is the rear-end crash. This type of accident is not unexpected in the context of the corridor because of the higher speed limits and travel speeds, larger distance between intersections, coupled with traffic signals and other access points interrupting traffic flow.
- The intersections in the western portion of the corridor through Loveland have crash rates that are slightly higher than the statewide average for similar intersections, as well as injury and fatality crash rates slightly higher than the statewide average. The intersections in Loveland generally have more cross-traffic (north-south) and total entering traffic than the intersections east of I-25, so even though the total number of injury and fatality crashes appears high, they are only slightly above the expected rate for similar intersections compared to the statewide average.



- Other than crashes normally expected with signalized intersections, there is no notable pattern or concentration of crashes in the remainder of the corridor. The crashes with fatalities are in dispersed locations and appear to occur for a wide range of reasons.
- Intersections such as WCR 17, 47th Avenue, and 35th Avenue have a high number of crashes (Figure 1-5) because they are relatively isolated intersections with a high volume of side street traffic and turning movements in locations with high travel speeds on US 34.

Additional crash data for the corridor is discussed in the *Corridor Existing Conditions Report* (**Appendix B**) and the *CDOT US 34 Alternatives Report* (Appendix C).

1.4.2.2 How has traffic demand increased along US 34?

Annual data from an automatic traffic recorder along US 34 near mile post (MP) 99 indicates steadily increasing volumes over the past 15 years of record, averaging a growth rate of approximately 3 percent per year.

To understand how the rate of traffic growth has changed over time, a traffic count at this same location taken in 1988 was also reviewed. Based on that count, traffic along US 34 has experienced an annual average growth rate of approximately 4.5 percent over the past 30 years. As shown in **Table 1-2**, traffic projections from the NFRMPO travel demand model reflect a 1.9 percent per year rate of growth (2015c). Traffic volumes fluctuate from year to year, often mirroring the state of the economy. As an area reaches buildout, the growth rate tends to slow.

Table 1-2. Average Annual Growth in Traffic (approximate)

1988 to 2016	2001 to 2016	2012 to 2040
4.5% per year	3.0% per year	1.9% per year ^a

^a From the NFRMPO travel demand model (2015c)

% = percent

Throughout the corridor, volumes are approximately 10 percent less in the winter (November to February) than in the summer. West of I-25, the seasonal influence is even greater (15 percent or so) and likely a result of recreational traffic to locations like Estes Park and Grand Lake.

Typically, traffic volumes along US 34 during offpeak hours and weekends are less than during the typical weekday commuter periods. As shown on **Figure 1-6**, weekday traffic volumes along US 34 at the permanent count station located at the Larimer-Weld county line (MP 98.94) experience a distinct morning and afternoon peak that coincides with commuter traffic. East of I-25, midday volumes during the week are comparable to the peak volumes experienced on a weekend.

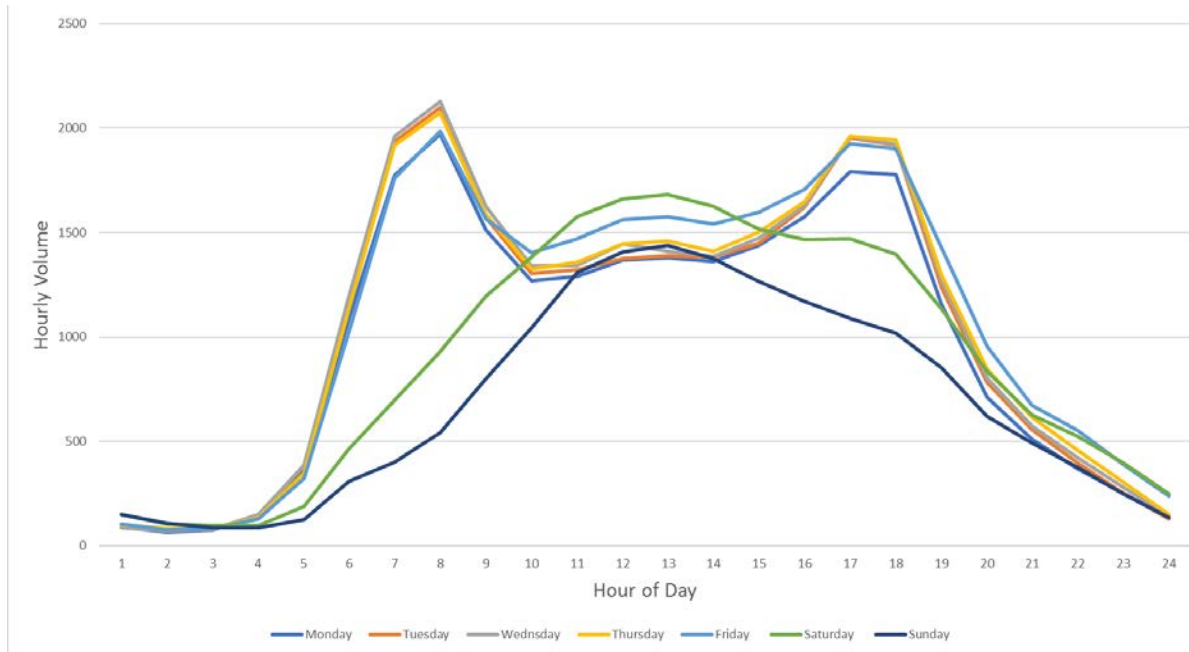


Figure 1-6. Average Hourly Traffic Volume by Day of Week: US 34 at Larimer-Weld County Line Permanent Count Station (2016)

1.4.2.3 Where is congestion increasing?

Traffic is increasing throughout northern Colorado in both developed and undeveloped areas. Much of the US 34 corridor has experienced a growth rate higher than 3 percent annually since 1988, resulting in many segments approaching unstable conditions or experiencing significant delays and low speeds. As shown on **Figure 1-7**, the largest growth in volume along the corridor has occurred between SH 287 and SH 257, where traffic volumes are growing at more than 5 percent per year.

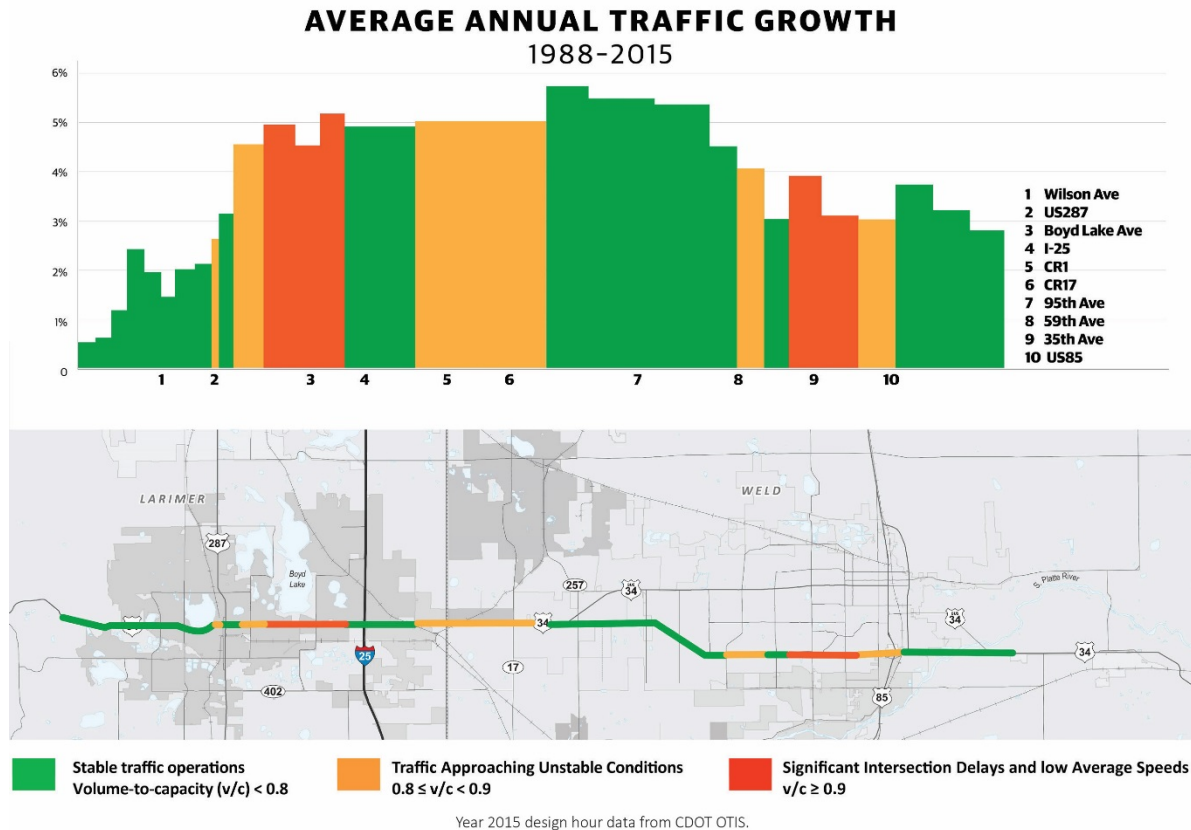


Figure 1-7. Traffic Growth on US 34

1.4.2.4 Where is future development occurring?

In general, the rate of development along US 34 is likely to continue to increase, given forecasts for population and employment growth in the Study Area. Future land uses envisioned for the corridor are primarily commercial- and employment-based. This will increase US 34 annual average daily traffic (AADT), freight and/or truck AADT, and need for capacity and/or transportation improvements.

The central areas of Loveland and Greeley may change less than the cities' outskirt areas, where vacant lands are planned and/or forecasted for development and redevelopment. Key areas of change from current conditions include the following:

- Area between La Quinta Inn and Rist Benson Reservoir (Loveland Urban segment, typical section 2)
- Land east of Denver Avenue (Loveland 6-Lane segment, typical section 5)
- Land at the I-25/US 34 interchange
- Land adjacent to Centerra (Johnstown-Greeley segment, typical section 6)
- Land at US 34 and WCR 13 (Johnstown-Greeley segment, typical section 6)
- Area between 71st and 64th Avenues in Greeley (Greeley Expressway segment, typical section 6)
- Land adjacent to Weld County Parkway (WCR 49) near Kersey (East End segment, typical section 7)

The population within the NFRMPO modeling area is forecast to grow between 2015 and 2040 by 2.1 percent annually from just over 537,000 residents to nearly 900,000 residents. Regional households are forecast to grow by 2.1 percent annually from 207,000 households to 350,000 households, with over 50,000 of the new households expected to be in the Study Area. Regional employment is also expected to increase from about 280,000 jobs to nearly 430,000 jobs by 2040, with over 60,000 of the forecast jobs in the Study Area. Within the Study Area, most of the growth in populations, households, and jobs is forecast to occur in Weld County.



With growth continuing in the major categories, AADT is expected to grow 1.9 percent (**Table 1-2**) per year over the next 20 years, as referenced by the NFRMPO travel demand model (2015c) and the *Corridor Existing Conditions Report (Appendix B)*.

1.4.2.5 Where are the travel reliability and congestion challenges in the corridor?

US 34 is an important regional connection for the communities of Loveland, Johnstown, Windsor, Greeley, Garden City, Evans and Kersey, as well as other destinations, including Estes Park and Rocky Mountain National Park. In addition to east-west travel, the corridor includes intersections with several important north-south regional roadways, including US 287, I-25, US 85, and WCR 49. Residential, commercial, and industrial development in the region has increased traffic demands on US 34, creating safety and congestion concerns now that are projected to worsen as volumes increase.

Moreover, various routes within the Study Area are also used for the transport of hazardous materials. I-25 is a designated preferred highway route for controlled quantities of radioactive materials. Routes for nonradioactive hazardous materials within the Study Area include US 34 from I-25 east, I-25, and US 85 (Federal Motor Carrier Safety Administration, 2017).

CDOT's Online Transportation Information System (OTIS) (2017b) reports a volume-to-capacity ratio that can be loosely related to quality of traffic flow. Based upon the volume-to-capacity ratio, approximately 35 percent of the corridor currently experiences unstable traffic conditions or significant intersection delays. Corridor segments currently experiencing peak hour congestion are shown on **Figure 1-7** and include most of the Loveland 6-Lane segment and the Greeley Expressway segment west of 35th Avenue to east of 17th Avenue. This congestion affects the reliability of US 34 in meeting its intended function in the larger transportation system.

INRIX, an online data resource that maintains up-to-date traffic information, uses "big data" to provide travel time information along 5 million miles of highways throughout the country and around the world, including US 34 in Colorado. In this case, big data includes obtaining location data for tens of millions of vehicles and devices, in real time. This enables travel times and speeds (and by extension congestion) to be measured in real time. INRIX uses travel time index (TTI), which is the ratio of congested travel time to free-flow travel time. A TTI of 2.0, for example, means that it takes twice as long to travel from one point to another during that period of congestion than it takes when traffic volumes are light. **Figure 1-8** displays INRIX data from March 27 to 31, 2017, between 4:00 and 6:00 p.m. Using INRIX data, **Figure 1-8** shows that congestion occurred in the westbound direction at 23rd/35th Avenue, at WCR 17, between I-25 and Boyd Lake Road, and at US 287 (Cleveland Avenue). Congestion in the eastbound direction was less widespread and of shorter duration. More detailed TTI and INRIX data can be referenced in the *Corridor Existing Conditions Report (Appendix B)*.

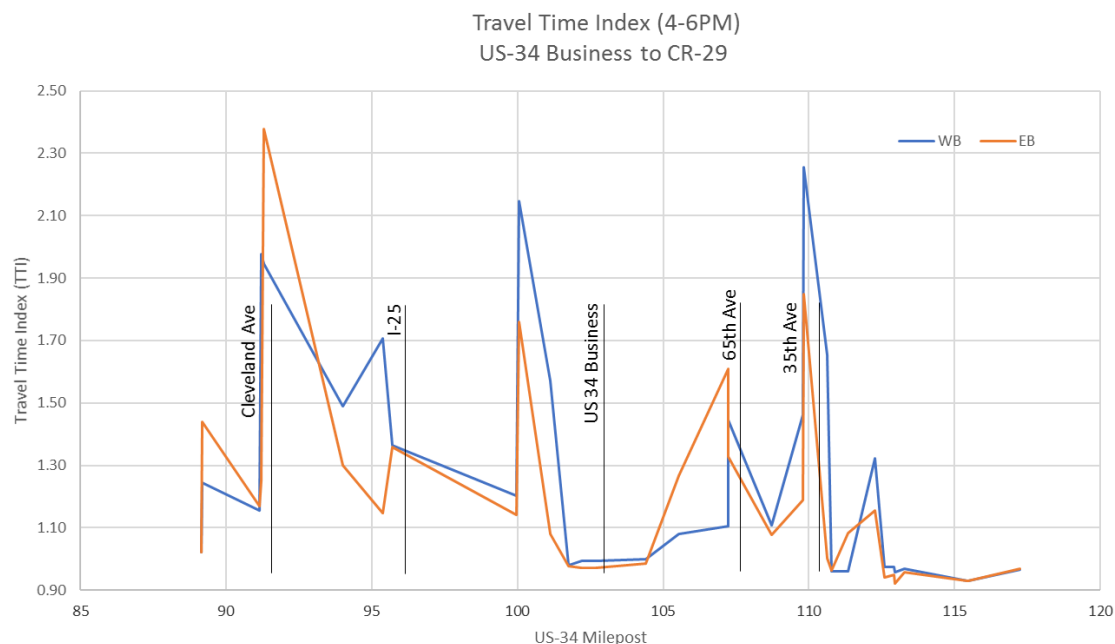


Figure 1-8. Graphs of TTI on US 34

1.5 Project Goals

Project goals were developed by the project management team (PMT) and refined and approved by the technical advisory committee (TAC). The goals supplement the Purpose and Need and help to define the elements that would comprise successful alternatives for the US 34 corridor. Successful alternatives for the US 34 PEL Study will:

- Be compatible with the natural and human environment
- Support community land use and aesthetics goals
- Be fiscally responsible and implementable
- Reduce risk and increase reliability
- Accommodate emerging technology

The project goals were used, in conjunction with the Purpose and Need, during each level of the alternatives evaluation process. This is discussed further in **Section 2.0**.

Alternatives Development and Evaluation

This section summarizes the alternatives development and evaluation process used to identify a reasonable range of improvements for the US 34 corridor that address the transportation problems identified in the project Purpose and Need. The alternatives evaluation process included developing evaluation criteria based on the project Purpose and Need and project goals, developing a full range of reasonable alternatives, and documenting the elimination and recommendation of alternatives for future consideration. **Figure 2-1** illustrates the alternatives development and evaluation process used for the US 34 PEL, which is described in **Section 2.2**.

The CDOT *US 34 Alternatives Report* (**Appendix C**) describes in more detail the process used to identify concepts and site-specific alternatives, determine evaluation criteria, and evaluate the concepts and alternatives based on the Purpose and Need, the context of the corridor and potential environmental impacts, among numerous other criteria. The evaluation process included outreach efforts with local agencies and area stakeholders, including the TAC who helped to shape the Purpose and Need, project vision, and criteria used to evaluate concepts. The TAC also provided feedback on the results from each level of evaluation and the Recommended Alternative. Those efforts are summarized in **Section 5.0, Agency Coordination and Public Involvement**.

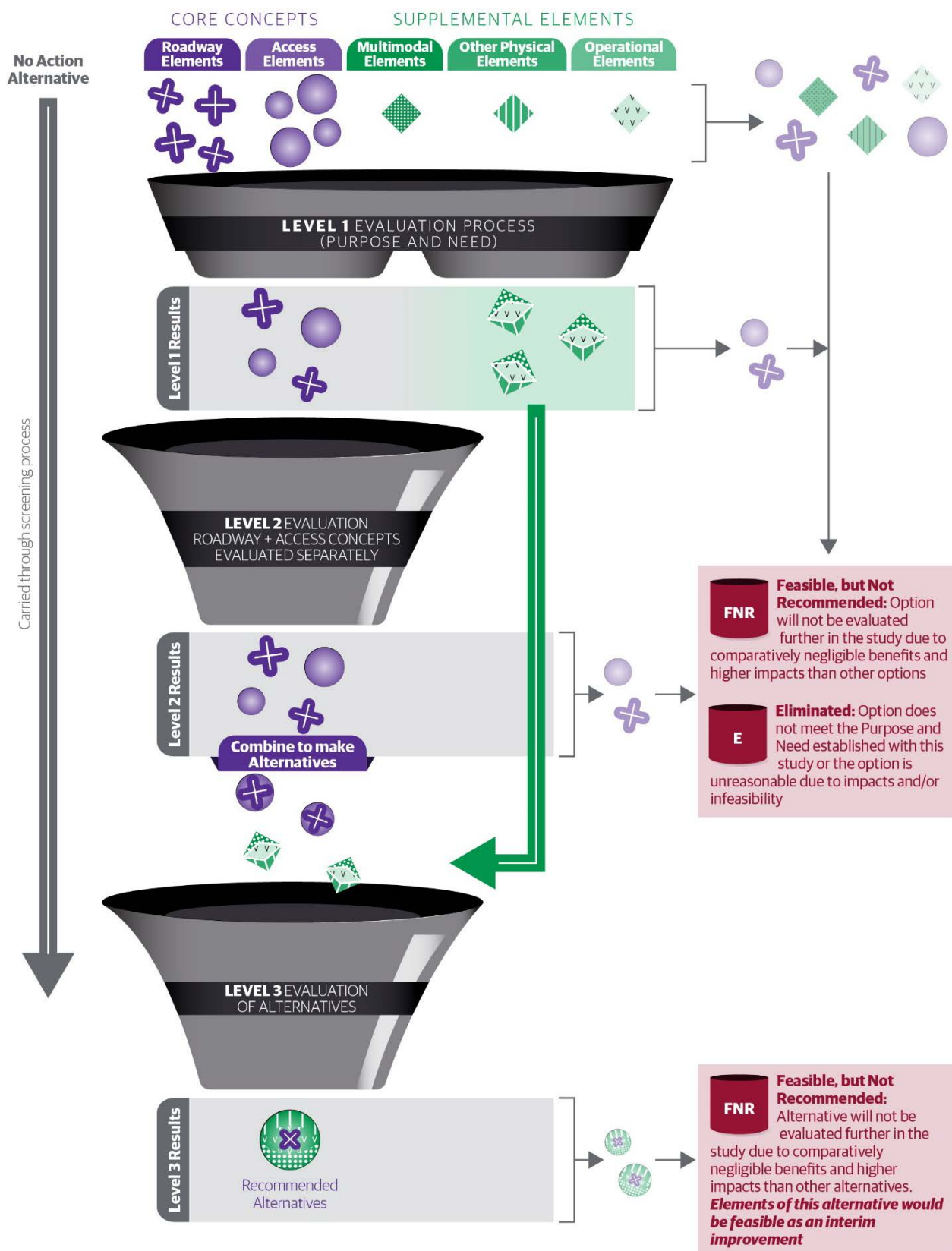


Figure 2-1. Alternatives Development and Evaluation Process for the US 34 PEL



2.1 No Action Alternative

Under the No Action Alternative, only improvements that are already planned and included in the fiscally constrained *2040 Regional Transportation Plan* (NFRMPO, 2015b) and routine maintenance would be completed. The No Action Alternative does not meet the Purpose and Need. It is carried forward as a baseline for comparison to the concepts and alternatives evaluated during the PEL Study. The programmed transportation improvements located within the Study Area are listed in **Table 2-1**.

Table 2-1. Programmed Transportation Improvements Included in the No Action Alternative

Facility Name	From	To	Number of Lanes		Year of Improvement	Cost (thousands)	Funding Source
			Before	After			
59th Avenue	20th Street	US 34 Bypass	2	2 (plus a center turn lane)	2015	\$1,500	Greeley – Capital Improvement Program
65th Avenue	US 34 Bypass	WCR 54	2	4	2015	\$3,000	Greeley – Road Development Funds
SH 402	St. Louis Avenue	Boise Avenue	2	4	2015	\$6,000	Loveland – Transportation Capital Improvement Plan Funds; CDOT
Weld County Parkway (WCR 49)	US 34	I-76	0-4	4 (plus a center turn lane)	2017	\$12,500	Weld County – General Fund
37th Street	35th Avenue	Two Rivers Parkway	2	4	2018	\$1,500	Evans – Capital Projects Street Fund Future Development
59th Avenue	4th Street	C Street	2	4	2020	\$2,400	Greeley – Road Development Funds
Boyd Lake Avenue	LCR 20C	US 34	2	4	2020	\$1,988	Loveland – Transportation Capital Improvement Plan Funds
Boyd Lake Avenue	US 34	Canal	2	4	2020	\$2,732	Loveland – Centerra Metro District
Crossroads Boulevard	Centerra Parkway	LCR 3	2	4	2020	\$2,365	Loveland – Transportation Capital Improvement Plan Funds
I-25	SH 14	1.5 miles south of SH 402	4	6	2020	\$250,700	CDOT; Local funding; Federal – TIGER
Taft Ave	Arkins Branch	US 34	4	4 (plus a center turn lane and bike lanes)	2020	\$10,509	Loveland – Transportation Capital Improvement Plan Funds



Table 2-1. Programmed Transportation Improvements Included in the No Action Alternative

Facility Name	From	To	Number of Lanes		Year of Improvement	Cost (thousands)	Funding Source
			Before	After			
US 34	Denver Avenue	Boyd Lake Avenue	4	6	2020	\$6,506	Loveland – Transportation Capital Improvement Plan Funds, CDOT, Surface Transportation Block Grant
US 34	Rocky Mountain Avenue	I-25	4	6	2020	\$2,066	Loveland – Centerra Metro District, Transportation Capital Improvement Program Funds; CDOT
US 34	I-25	Kendall Parkway (LCR 3E)	4	6	2020	\$12,000	Loveland – Centerra Metro District, Transportation Capital Improvement Program Funds; CDOT
83rd Avenue	US 34 Business Route	US 34 bypass	2	4	2025	\$5,900	Greeley – Road Development Funds
Crossroads Boulevard	Great Western Drive	SH 257	0	2 (plus a center turn lane)	2025	\$5,000	Windsor – Road Impact Fee and Adjacent Development
LCR 3	US 34	Crossroads Boulevard	0	2	2025	\$8,073	Loveland – Transportation Capital Improvement Plan Funds
LCR 18	I-25 Frontage Road	WCR 13	2	4	2030	\$13,890	Johnstown; Adjacent Developers
US 34	Boyd Lake Avenue	Rocky Mountain Avenue	4	6	2030	\$4,291	Loveland – General Fund; CDOT
59th Avenue	US 34 Bypass	20th Street	2	4	2035	\$3,500	Greeley – Road Development Funds
83rd Avenue	WCR 54	WCR 64	2	2 (plus a center turn lane)	2035	\$7,000	Greeley – Road Development Funds
North Fairground Avenue (LCR 5)	Rodeo Road	71st Street (LCR 30)	2	4	2035	\$3000	Loveland – Transportation Capital Improvement Plan Funds
O Street	SH 85	83rd Avenue	2	2 (plus a center turn lane)	2035	\$4,700	Greeley – Road Development Funds

Table 2-1. Programmed Transportation Improvements Included in the No Action Alternative

Facility Name	From	To	Number of Lanes		Year of Improvement	Cost (thousands)	Funding Source
			Before	After			
SH 402	LCR 9	I-25	2	4	2035	\$33,378	Loveland – Transportation Capital Improvement Plan Funds; CDOT
SH 402	US 287	St. Louis Avenue	2	4	2035	\$3,000	Loveland – Transportation Capital Improvement Plan Funds; CDOT
Taft Avenue	US 34	22nd Street	4	4 (plus a center turn lane and bike lanes)	2035	\$6,123	Loveland – Transportation Capital Improvement Plan Funds
WCR 54	35th Avenue	WCR 17	2	2 (plus a center turn lane)	2035	\$6,800	Greeley – Road Development Funds
WCR 56	US 34 Bypass	WCR 17	0	2	2035	\$21,000	Greeley – Road Development Funds

Source: 2040 Regional Transportation Plan (NFRMPO, 2015b), amended June 2017

Note:

Rows highlighted in yellow indicate projects that are located on US 34.

2.2 Alternatives Development and Evaluation

2.2.1 Level 1 Concept Development and Evaluation

A wide range of potential solutions was developed that could be implemented to address the project Purpose and Need. The Level 1 concepts focused on addressing the Purpose and Need and the issues identified in the evaluation of existing conditions, and were developed based on input received from agency stakeholders and public open houses. Concepts were developed for each of the six corridor segments and were categorized by roadway elements, access, multimodal elements, other physical elements, and operational elements.

Level 1 Evaluation Process

The Level 1 evaluation criteria were developed using the need categories of safety, travel demand, travel reliability, and local access and mobility. Concepts were evaluated by answering “yes” or “no” to the following questions to demonstrate each concept’s ability to meet the project Purpose and Need:

- Does the concept increase safety?
- Does the concept accommodate future travel demand?
- Does the concept increase travel reliability?
- Does the concept support local access and mobility?

Concepts that received all “yes” answers to the criteria were carried forward as core concepts because they had the potential to address the Purpose and Need as a standalone alternative. Some concepts were able to address one or several needs, but not all four. These were carried forward for further consideration as a supplemental element. Concepts that could not meet the Purpose and Need were



eliminated from the US 34 PEL study. Concepts that had negligible benefits or higher impacts than other concepts, were not recommended for further evaluation in the PEL study.

Level 1 Evaluation Results

Up to 27 concepts and a No Action Alternative were considered for each corridor segment during Level 1 Evaluation. Descriptions of the build concepts evaluated are listed in **Table 2-2**.

Table 2-2. Description of the Build Concepts Evaluated in Level 1

Element Type	Concept Name and Description
Core Concepts	
Roadway Elements	Add lanes – Equates to adding general capacity to the segment.
	Add/expand auxiliary lanes – Differs from adding lanes because it focuses on adding capacity to existing intersections.
	Add frontage roads – Looked at applying a frontage road system to the length of an entire segment.
	Design Criteria – Looks at elements of the roadway cross-section that can be improved to meet the Purpose and Need such as lane width, horizontal and vertical alignment, curve radius, and freight movement.
Access Elements	Intersection Improvements – Looked at specific intersections within each segment to determine if improvements meet the Purpose and Need.
	Median Improvements – Treatments to medians to enhance functionality, visibility, and/or aesthetics of medians (includes installation or replacement of barriers, raised or painted center islands, and/or landscaping).
	Consolidate Access – Consolidate access points along US 34 to reduce conflict points and improve traffic flow.
	Parking – Parking considerations were limited to the few locations where a parking area abuts US 34 and does not have curbs, and or where cars are backing out of parking locations onto US 34.
Supplemental Elements	
Multimodal Elements	Bicycle and pedestrian regional connections along US 34 – Identifies opportunities for the Recommended Alternative to accommodate regional connections along US 34 based on project segments and constraints such as signed and marked crossings, and underpasses/overpass improvements and additions.
	Bicycle and pedestrian mobility improvements/enhancements – Identifies opportunities for the Recommended Alternative to accommodate bicycles and pedestrians along or parallel to US 34, crossing locations, and connections to other facilities such as bike lanes additions, sidewalk additions, bike and pedestrian bridges, and infill of missing trail connections.
	Transit Service on US 34 – Identifies opportunities for the Recommended Alternative to accommodate transit service and facilities along the corridor. Recommendations for transit service consist of proposed transit from previous regional and local plans as well as complementary services such as park and rides.
Other Physical Elements	Drainage improvements - Addresses existing drainage problems within each segment.
	Wildlife Crossings – Consist of underpasses/overpasses and at-grade crossings to safely and/or more visibly move wildlife across US 34.
	Localized Safety Improvements – Those that CDOT and local jurisdictions address in the normal course of business as the corridor evolves, such as addressing changes that come when new signals are installed, as new developments and accesses are changed, or if a pattern of crashes occurs that warrants minor changes (for example, in signing, striping, and/or signal phasing).
	Railroad Crossing Improvements – Consists of treatments to the railroad crossing grade such as at implementation of grade-separated crossings or grade separation. Includes enhancements to existing crossings, such as railway signals and systems advance warning signs, pedestrian fences, and lighting.
	Utilities – Refers to improvements or modifications to aboveground and buried utilities.



Table 2-2. Description of the Build Concepts Evaluated in Level 1

Element Type	Concept Name and Description
Operational Elements	Existing Technologies – Consists of integrating available technologies into alternatives to supplement the goals of the Purpose and Need such as: installing fiber, enhancing signal systems, improving communications, and active transportation demand techniques. More detail on specific technologies considered is discussed in Appendix C .
	Emerging Technologies – Consists of integrating emerging technologies into alternatives to supplement the goals of the Purpose and Need—additional capacity provided from alternatives could make room for emerging technology and how capacity can be managed. Emerging technology strategies include transit signal priority, dynamic lanes, active transportation demand techniques, and connected vehicle technology. More detail on specific technologies considered is discussed in Appendix C .
	Incident Management – Consists of processes intended to detect, respond to, remove, and/or prevent vehicle incidents along US 34 such as courtesy patrol to provide accident-scene protection and other roadside assistance; improved traffic control center communications to increase response time and active demand management; and implementation of corridor traffic operations managers.
	Maintenance Access – Assures that any design would accommodate access to all areas of the highway facility when construction is completed to maintain and repair infrastructure without dramatically affecting traffic operations. Strategies may include adequate shoulder space along US 34 and its intersections/interchanges, pull-off areas, overpass/bridge access ladders and walkways, and median accommodations.

Table 2-3 summarizes the results of Level 1 Evaluation by corridor segment. Concepts carried forward for further evaluation are denoted by a checkmark in **Table 2-3**. **Appendix C** includes the full Level 1 evaluation matrix and the results of the Level 1 evaluation.



Table 2-3. Level 1 Evaluation Results

Concepts	Corridor Segment					
	Foothills	Loveland Urban	Loveland 6-Lane	Johnstown-Greeley	Greeley Expressway	East End
Add lanes						
Add/expand auxiliary lanes						<u>Not recommended for further evaluation</u> Existing intersections in this segment have appropriate auxiliary lanes. Additional auxiliary lanes would most likely be implemented with development of adjacent parcels, as governed by the ACP.
Add frontage roads	<u>Not recommended for further evaluation</u> In all segments, adding frontage roads would only meet one element of the Purpose and Need (increases travel reliability) and result in higher impacts than other concepts. Frontage roads are not necessary to accommodate the access needs within any segment; thus, they are not recommended for further evaluation.					
Design Criteria						
Intersection Improvements						
Median Improvements						
Consolidate Access	<u>Not recommended for further evaluation</u> An ACP is being developed for these segments. Once the ACP is adopted, the individual interchange/intersection improvements at public streets identified in the ACP will be implemented with public projects and are considered supplemental to those projects. Consolidation of access to private properties will occur with development regardless of what happens on the highway.			<u>Not recommended for further evaluation</u> These segments have an adopted ACP. The individual interchange/intersection improvements at public streets identified in the ACP will be implemented with public projects and are considered supplemental to those projects. Consolidation of access to private properties will occur with development regardless of what happens on the highway.		
Parking			<u>Not recommended for further evaluation</u> No specific locations for parking improvements were identified in these segments.			



Table 2-3. Level 1 Evaluation Results

Concepts	Corridor Segment					
	Foothills	Loveland Urban	Loveland 6-Lane	Johnstown-Greeley	Greeley Expressway	East End
Bicycle and pedestrian regional connections along US 34	✓	✓	✓	✓	✓	✓
Bicycle and pedestrian mobility improvements/enhancements	✓	✓	✓	✓	✓	✓
Transit Service on US 34	✓	✓	✓	✓	✓	<u>Not recommended for further evaluation</u> There are no planned existing or proposed transit services in this segment.
Drainage Improvements	✓	✓	✓	<u>Not recommended for further evaluation</u> No specific areas with drainage problems were identified in these segments.		
Wildlife Crossings	✓	<u>Not recommended for further evaluation</u> These segments fall within an urban area with limited need identified for wildlife crossings.		<u>Not recommended for further evaluation</u> Wildlife related crashes were not identified as an issue in these segments during scoping; therefore, the expected need for crossings is minimal.		✓
Localized Safety Improvements	✓	✓	✓	✓	✓	✓
Railroad Crossing Improvements	<u>Not recommended for further evaluation</u> There are no railroads within this segment.		<u>Not recommended for further evaluation</u> No at-grade railroad crossings exist in this segment. Impacts to the grade-separated railroad crossing in this segment will be evaluated with future roadway projects.		✓	<u>Not recommended for further evaluation</u> There are no railroads within this segment.



Table 2-3. Level 1 Evaluation Results

Concepts	Corridor Segment					
	Foothills	Loveland Urban	Loveland 6-Lane	Johnstown-Greeley	Greeley Expressway	East End
Existing Technologies	✓	✓	✓	✓	✓	✓
Emerging Technologies	✓	✓	✓	✓	✓	✓
Incident Management	✓	✓	✓	✓	✓	✓
Maintenance Access	✓	✓	✓	✓	✓	✓
Utilities	<u>Not recommended for further evaluation</u> Does not meet Purpose and Need as a standalone improvement. Modifications to existing utilities would be addressed in conjunction with other projects.					

✓ = Concept carried forward for further evaluation

2.2.2 Level 2 Concept Refinement and Evaluation

Roadway improvements (improvements along a stretch of US 34) and access improvements (improvements at intersection locations) identified as core concepts within the Level 1 evaluation were further developed and refined to meet the needs of the roadway segment or a specific access location within the segment. Design details were added to concepts, as appropriate, to understand traffic operations and potential environmental effects. Level 2 concepts are listed in **Appendix C**.

Level 2 Evaluation Process

The purpose of the Level 2 evaluation was to compare how well concepts perform to meet the project Purpose and Need while balancing environmental effects. The Level 2 evaluation criteria expanded on measures from the Level 1 evaluation and provided additional criteria based on project goals (see **Section 1.5**). The roadway and access concepts developed for Level 2 were compared to determine how well each concept met the following evaluation criteria. Performance measures for each of these criteria were developed and are detailed in **Table 2-4**.

Table 2-4. Level 2 Evaluation Criteria and Performance Measures

Category	Criteria	Performance Measure (Measurement)
Safety	• Reduce crashes	Vehicle/vehicle conflict points (change)
	• Reduce crash severity	Vehicle/pedestrian-bicycle conflict points (change)
	• Enhance pedestrian/bike safety	Projected total number of crashes (change)
	• Improve roadway geometry	Projected number of injury and/or fatal crashes (change)
Travel Demand	• Reduce congestion	Change in Vehicle Miles Traveled (VMT) (qualitative)
	• Serve demand	Level of Service (LOS) (change)
		Vehicle Hours of Delay (VHD) (hours)
Reliability	• Improve travel reliability	TTI (ratio)
	• Provide emergency access for adjacent communities	Travel Time by location/segment (percent change/minutes)
	• Quality of traffic operations	
Mobility	• Provide local and regional route connectivity	Access to transit facilities (qualitative)
	• Enhance non-motorized opportunities	Reduce barriers for north/south pedestrian and bicycle travel (qualitative)
	• Provide additional travel choices	Improve continuity for east/west bicycle and pedestrian travel (qualitative)
	• Improve bicycle connectivity	
	• Ability to not preclude transit/rail options	
Freight	• Accommodate truck requirements	Minimize turning restrictions and/or out-of-direction travel (yes/no)
		Geometry accommodates truck turning movements (yes/no)
Environmental	• Identification of environmental effects	Relative environmental effects (Good, Fair, Poor)
Community, Land Use, and Transportation Priorities	• Included in community land use and transportation plans	Sufficient ROW to accommodate planned transportation projects, including ACP items (Good, Fair, Poor)
		Consistent with local plans (qualitative)
		Consistent with ACP (qualitative)
		Support economic development (qualitative)



Improvements that were identified as supplemental elements in the Level 1 evaluation, including existing and emerging technology, were not evaluated in Level 2 but were carried forward to be included in alternatives packaging and evaluation in Level 3.

Level 2 Evaluation Results

In the Level 2 evaluation, 75 roadway and access concepts were evaluated, the majority of which were recommended for further evaluation in Level 3. The following concepts were considered to be feasible but not recommended for further evaluation due to comparatively negligible benefits and higher impacts than other options. The reason why each concept is not recommended is included below.

- **Foothills Segment**
 - Add additional lanes (four lanes from Rossum Drive to Morning Drive with a center turn lane) – This concept is not recommended because traffic does not warrant the additional capacity, and the additional travel lanes would result in higher ROW and environmental impacts.
 - Roundabout at Morning Drive – This concept is not recommended due to the proximity of the signal at Cascade Avenue to this intersection.
- **Loveland Urban Segment**
 - Add additional lanes (six lanes through entire segment) – This concept is not recommended because the ROW required for this concept would be extensive compared to the other concepts, and the additional capacity provides relatively little benefit to safety or travel demand for the additional impacts.
- **Johnstown-Greeley Segment**
 - Indirect left turns at LCR 3E – This concept is not recommended because it is inconsistent with local plans, including the adopted ACP for LCR 3E.
 - Indirect left turns at LCR 3 – This option is not recommended because it is inconsistent with local plans, including the adopted ACP for LCR 3.
 - Indirect left turns at WCR 15 – This concept is not recommended because it is inconsistent with local plans, including the adopted ACP for WCR 15.
- **Greeley Expressway Segment**
 - Indirect left turns at 95th Avenue – This concept is not recommended because it is inconsistent with local plans, including the adopted ACP for 95th Avenue. If the ACP is revised this design option would work as an interim project.
- **East End Segment**
 - Add additional lanes (6-lane rural principal arterial/expressway through entire segment) – This concept is not recommended because future traffic volumes do not necessitate additional capacity in this roadway segment.

The following concepts were eliminated from further consideration in the US 34 PEL because they do not meet the project Purpose and Need nor contribute to achieving project goals.

- **Loveland 6-Lane Segment**
 - Add additional lanes (8-lane arterial west of I-25 to Boise Avenue) – Although this concept would improve reliability and meet travel demand, it is inconsistent with local plans, therefore it has been eliminated from further consideration.



- Hourglass roundabout at Cleveland Avenue and Lincoln Avenue intersection with US 34 – This concept would not improve LOS at this intersection unlike other concepts proposed for this location, therefore it has been eliminated from further consideration.

The remaining concepts were carried forward into alternatives packaging and Level 3 evaluation with the No Action Alternative. **Appendix C** includes a full listing of concepts evaluated in Level 2 and the results of the Level 2 evaluation.

2.2.3 Level 3 Alternatives Development and Evaluation

For the Level 3 evaluation, the roadway and access elements advancing from the Level 2 evaluation were combined with the supplemental elements (including existing and emerging technologies) that advanced out of the Level 1 evaluation to create alternative packages that could be further evaluated. **Table 2-5** lists the alternatives, and the concepts used to compile the alternatives by corridor segment. At some access locations, more than one concept that advanced out of Level 2 was included in the alternative packages. These are listed as design options within each alternative. Schematic drawings of select basic design concepts are included on **Figure 2-2**.

Table 2-5. Alternatives Evaluated in Level 3

Foothills Segment	
Concepts Included	Alternative 1: 2-Lane Cross Section with Added or Expanded Auxiliary Lanes at Intersections and Modifications to Shoulders
Roadway	Add/expand auxiliary lanes at major intersections to maximize the capacity of the 2-lane cross section while adding standard shoulders
Access	Eastbound left-turn lane at LCR 27 New traffic signal at Glade Road Intersection Rossum to Cascade Improvements: • Option 1: 2-way Left-turn Lane • Option 2: Roundabout at Rossum • Option 3: Channelized T at Morning Drive • Option 4: Raised Median
Supplemental Elements	Median improvements, Consolidate access, Bicycle and pedestrian regional connections along US 34, Transit service on US 34, Wildlife crossings, Localized safety improvements, Existing technologies, Emerging technologies, Incident management, Maintenance access, Parking, Drainage improvements
Loveland Urban Segment	
Concepts Included	Alternative 1: 4-Lane Cross Section with added or expanded auxiliary lanes at major intersections
Roadway	Add/expand auxiliary lanes at major intersections to maximize the capacity of the 4-lane cross section
Access	Wilson Avenue Improvements: • Double left-turn lanes all directions with right through-lanes Taft Avenue Improvements: • Double left-turn lanes southbound and westbound
Supplemental Elements	Median improvements, Consolidate access, Bicycle and pedestrian regional connections along US 34, Transit service on US 34, Localized safety improvements, Existing technologies, Emerging technologies, Incident management, Maintenance access, Parking, Drainage improvements
Loveland 6-Lane Segment	
Concepts Included	Alternative 1: 6-Lane Cross Sections with Intersections
Roadway	Add additional lanes from Lincoln to Monroe to create a 6-lane cross section



Table 2-5. Alternatives Evaluated in Level 3

Access	Cleveland Avenue/Lincoln Avenue (US 287) Improvements: • Option 1: Double Left-turn Lanes • Option 2: Indirect Left-turn Lanes • Option 3: 3-lane Roundabout	
Supplemental Elements	Median improvements, Consolidate access, Bicycle and pedestrian regional connections along US 34, Transit service on US 34, Localized safety improvements, Existing technologies, Emerging technologies, Incident management, Drainage improvements	
Johnstown-Greeley Segment		
Concepts Included	Alternative 1: 4-Lane Cross Section with Interchanges	Alternative 2: 6-Lane Cross Section with Interchanges
Roadway	Existing 4-lane cross section with interchanges	Add lanes to create a 6-lane cross section with interchanges
Access	Interchange at Larimer Parkway (LCR 3E) Interchange at LCR 3 WCR 13: • Option 1: Interchange at WCR 13 • Option 2: Interchange and realignment of WCR 13 ¾ movement at WCR 15 Interchange at WCR 17 No improvements are proposed for WCR 19 and SH 257 Widen the westbound on-ramp to US 34 Business (2-lane)	Interchange at Larimer Parkway (LCR 3E) Interchange at LCR 3 WCR 13: • Option 1: Interchange at WCR 13 • Option 2: Interchange and realignment of WCR 13 ¾ movement at WCR 15 Interchange at WCR 17 New signals at SH 257 Ramps with no changes to WCR 19 Widen the westbound on-ramp to US 34 Business (2-lane)
Supplemental Elements	Consolidate access, Bicycle and pedestrian regional connections along US 34, Transit service on US 34, Localized safety improvements, Railroad, Existing technologies, Emerging technologies, Incident management, Maintenance access	Median improvements, Consolidate access, Bicycle and pedestrian regional connections along US 34, Transit service on US 34, Localized safety improvements, Railroad, Existing technologies, Emerging technologies, Incident management, Maintenance access
Greeley Expressway Segment		
Concepts Included	Alternative 1: 4-Lane Cross Section with Interchanges	Alternative 2: 6-Lane Cross Section with Interchanges
Roadway	Existing 4-lane cross section with interchanges	Add lanes to create a 6-lane cross section with interchanges



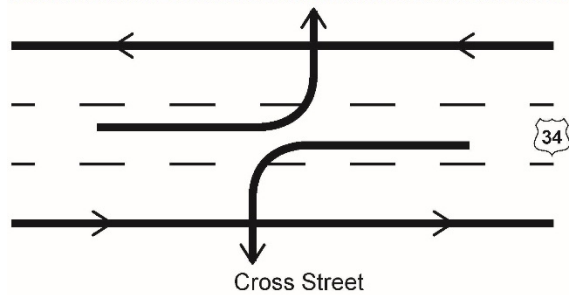
Table 2-5. Alternatives Evaluated in Level 3

Access	Promontory Parkway: - Option 1: SPUI - Option 2: Interchange ¾ movement at 95th Avenue Interchange at 83rd Avenue 71st Avenue/65th Avenue: - Option 1: 3/4 Movement at 71st Avenue with a SPUI at 65th Avenue - Option 2: SPUI at 71st Avenue with an overpass at 65th Avenue - Option 3: Split diamond interchange Interchange at 47th Avenue Interchange at 35th Avenue Minor Changes at 23rd Avenue 17th Avenue: - Option 1: Add a third eastbound lane and a channelized T at 17th Avenue - Option 2: Overpass over 17th Avenue	Promontory Parkway: - Option 1: SPUI - Option 2: Interchange ¾ movement at 95th Avenue Interchange at 83rd Avenue 71st Avenue/65th Avenue: - Option 1: 3/4 Movement at 71st Avenue with a SPUI at 65th Avenue - Option 2: SPUI at 71st Avenue with an overpass at 65th Avenue - Option 3: Split diamond interchange Interchange at 47th Avenue Interchange at 35th Avenue Minor Changes at 23rd Avenue 17th Avenue: - Option 1: Add a third eastbound lane and a channelized T at 17th Avenue - Option 2: Overpass over 17th Avenue
Supplemental Elements	Consolidate access, Bicycle and pedestrian regional connections along US 34, Transit service on US 34, Localized safety improvements, Existing technologies, Emerging technologies, Maintenance access, Incident management	Median improvements, Consolidate access, Bicycle and pedestrian regional connections along US 34, Transit service on US 34, Localized safety improvements, Existing technologies, Emerging technologies, Incident management, Maintenance access
East End Segment		
Concepts Included	Alternative 1: 4-Lane Cross Section with Intersections	
Roadway	Existing 4-lane cross section with intersections	
Access	3/4 Movement at 27th/28th Street (frontage road) WCR 45 Improvements: - Option 1: Realign Intersection - Option 2: Right-in/Right-out Signalization at US 34 Business 3/4 Movement at WCR 45.5 3/4 Movement at WCR 47 3/4 Movement at WCR 47.5	
Supplemental Elements	Median improvements, Consolidate access, Bicycle and pedestrian regional connections along US 34, Wildlife crossings, Localized safety improvements, Existing technologies, Emerging technologies, Incident management	

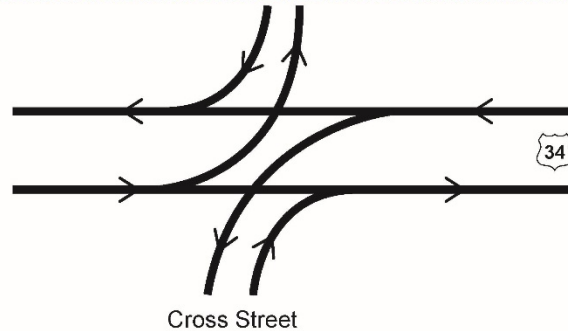
SPUI= single-point urban interchange

EXAMPLES OF ROADWAY DESIGN FOR SELECT CONCEPTS EVALUATED IN THE US 34 PEL

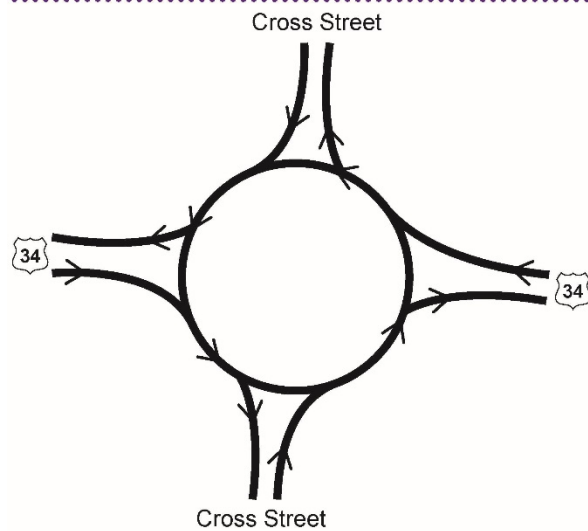
2-WAY LEFT-TURN LANE



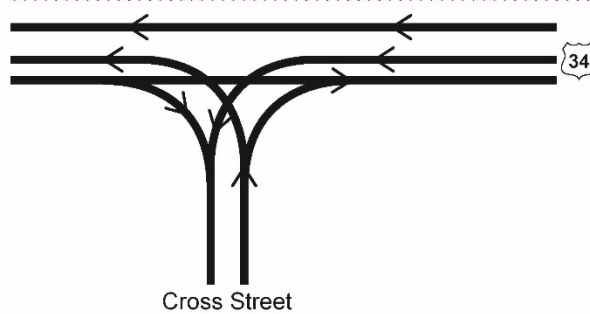
3/4 MOVEMENT



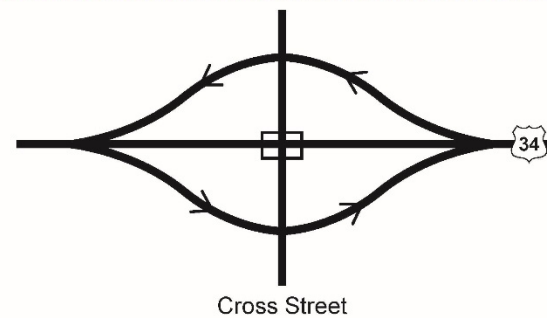
ROUNDBABOUT



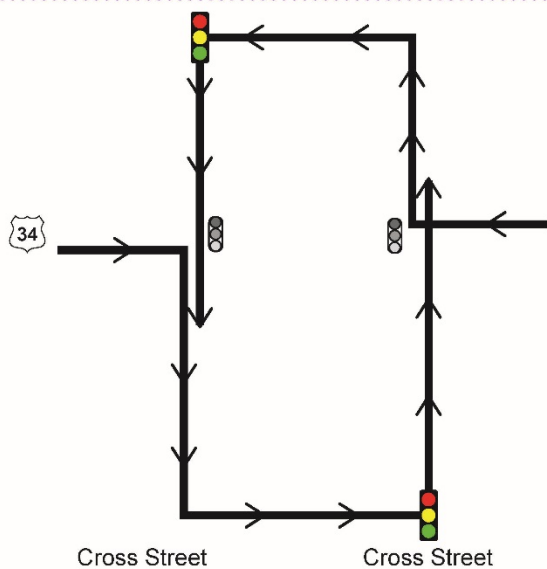
CHANNELIZED T



STANDARD DIAMOND INTERCHANGE



INDIRECT LEFT-TURN LANE



SINGLE POINT URBAN INTERCHANGE (SPUI)

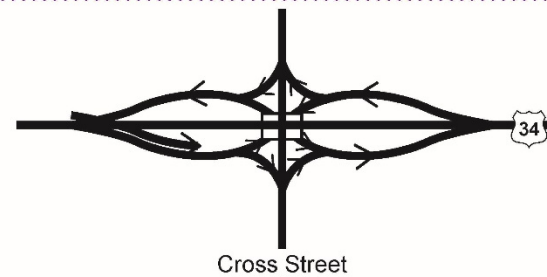


Figure 2-2. Schematic Drawings of Selected Concepts Evaluated in Level 3



Level 3 Evaluation Process

The purpose of the Level 3 evaluation was to compare how well each alternative meets the Purpose and Need, compare how well each alternative would perform, and identify environmental effects that each alternative may have. A number of the criteria used to evaluate concepts during Level 2 were retained or revised and used to evaluate the alternatives in Level 3, and new criteria were also included in the Level 3 evaluation. The evaluation criteria that was used for Level 3 is shown in **Table 2-6** (new criteria are denoted with ^a).

Table 2-6. Level 3 Evaluation Criteria and Performance Measures

Category	Criteria	Performance Measure (Measurement)
Safety	• Reduce crashes	Vehicle/vehicle conflict points (change)
	• Reduce crash severity	Vehicle/pedestrian-bicycle conflict points (change)
	• Enhance pedestrian/bike safety	Projected total number of crashes (change)
	• Improve roadway geometry	Projected number of injury and/or fatal crashes (change)
Travel Demand	• Reduce congestion	Change in VMT (qualitative)
	• Serve demand	Overall LOS (change) ^a
	• Improve operations to adjacent and parallel routes ^a	VHD (hours)
Reliability	• Improve travel reliability	Travel Time Index (ratio)
	• Provide emergency access for adjacent communities	Travel Time by segment (percent change/minutes) ^a
	• Quality of traffic operations	
Mobility	• Provide local and regional route connectivity	Access to transit facilities (qualitative)
	• Accommodate future transit service ^a	Accommodate future transit service and facilities (qualitative)
	• Enhance non-motorized opportunities ^a	Reduce barriers for north/south pedestrian and bicycle travel (qualitative)
	• Improve bicycle connectivity	Improve continuity for east/west bicycle and pedestrian travel (qualitative)
	• Accommodate bicycle and pedestrian travel ^a	Accommodate planned regional non-motorized corridors (qualitative) ^a
Freight	• Accommodate truck requirements	Minimize turning restrictions and/or out-of-direction travel (yes/no)
		Geometry accommodates truck turning movements (yes/no)
Environmental	• Relative rating of environmental effects ^a	Relative environmental effects (Good, Fair, Poor)
	• Identification of environmental effects	
Community, Land Use, and Transportation Priorities	• Included in community land use and transportation plans	Sufficient ROW to accommodate planned transportation projects, including ACP items (Good, Fair, Poor)
		Consistent with local plans (qualitative)
		Consistent with ACP (qualitative)
		Support economic development (qualitative)
Cost ^a	• Segment conceptual cost ^a	Cost or range of cost (2017 U.S. Dollars)

^a = Criteria or performance measures new to Level 3 Evaluation



Level 3 Evaluation Results

The Level 3 evaluation resulted in one alternative in the Johnstown-Greeley segment and one alternative in the Greeley Expressway segment not being recommended. In both segments, Alternative 1, 4-Lane Cross Section with Interchanges, was not recommended for further consideration because the 6-lane cross section would achieve the following:

- Eliminate a transition that reduces traffic conflicts, providing consistency with the 6-lane highway section near I-25, and better connect with the I-25 Interchange Project and US 34/US 85 Project (separate studies)
- Better accommodate incident management
- Provide flexibility and be more resilient to accommodate unforeseen growth
- Not require additional ROW over the 4-lane cross section
- Have a relatively similar cost to the 4-lane cross section (difference of approximately 15 percent)
- Provide more flexibility to accommodate express lanes, bus rapid transit options, and/or future emerging technologies

2.3 Recommended Alternatives

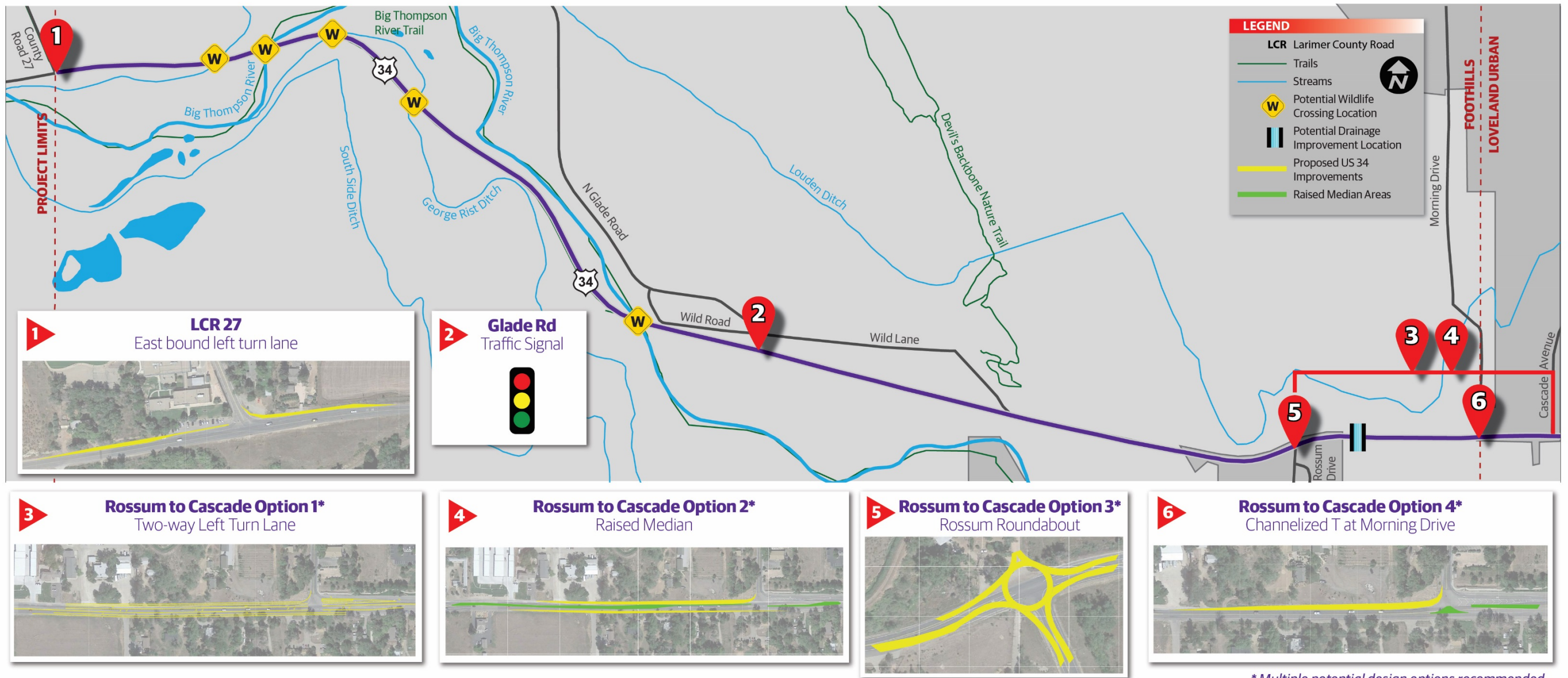
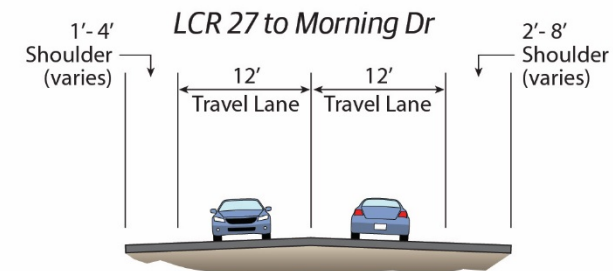
Comparison of the alternatives against the Level 3 criteria resulted in the identification of a Recommended Alternative with potential design options for each segment. The Recommended Alternative meets the project Purpose and Need and project goals while minimizing environmental and community impacts and setting a vision for the future of US 34. The following improvements, listed by segment below and illustrated on **Figures 2-3** through **2-8**, comprise the Recommended Alternative for the US 34 corridor. These figures also show potential locations of supplemental elements to the Recommended Alternative including potential wildlife crossings, drainage improvements, parking improvements, transit elements, and a park and ride. A full listing of the roadway, access, and supplemental elements by corridor segment are described in **Table 2-5**. Although future NEPA studies may re-evaluate design options at individual locations, the most reasonable design options were included in each alternative for Level 3 segment evaluation. A detailed discussion describing how the multimodal facilities included in the supplemental elements would be incorporated into the Recommended Alternative is included in **Section 2.3.1**.

- | | |
|--|--|
| <ul style="list-style-type: none"> • Foothills Segment <ul style="list-style-type: none"> – Alternative 1: 2-Lane Cross Section with Added or Expanded Auxiliary Lanes at Intersections and Modifications to Shoulders • Loveland Urban Segment <ul style="list-style-type: none"> – Alternative 1: 4-Lane Cross Section with Intersections • Loveland 6-Lane Segment <ul style="list-style-type: none"> – Alternative 1: 6-Lane Cross Sections with Intersections | <ul style="list-style-type: none"> • Johnstown-Greeley Segment <ul style="list-style-type: none"> – Alternative 2: 6-Lane Cross Section with Interchanges • Greeley Expressway Segment <ul style="list-style-type: none"> – Alternative 2: 6-Lane Cross Section with Interchanges • East End Segment <ul style="list-style-type: none"> – Alternative 1: 4-Lane Cross Section with Intersections |
|--|--|

FOOTHILLS SEGMENT RECOMMENDED ALTERNATIVE

3.2 MILES, LARIMER COUNTY ROAD 27 TO MORNING DRIVE

2-lane Roadway Cross Section with added or expanded auxiliary lanes at intersections and modifications to shoulders



** Multiple potential design options recommended.
Future study will determine actual configuration*

Figure 2-3. Recommended Alternative: Foothills Segment



LOVELAND URBAN RECOMMENDED ALTERNATIVE

3.1 MILES, MORNING DRIVE TO N. GARFIELD AVENUE

4-lane Roadway Cross Section with Intersections

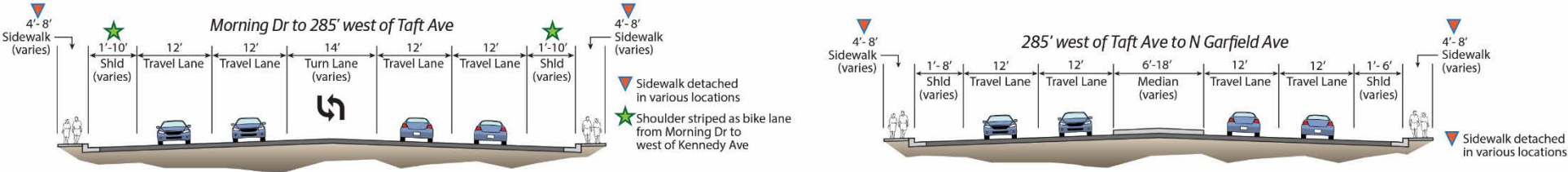
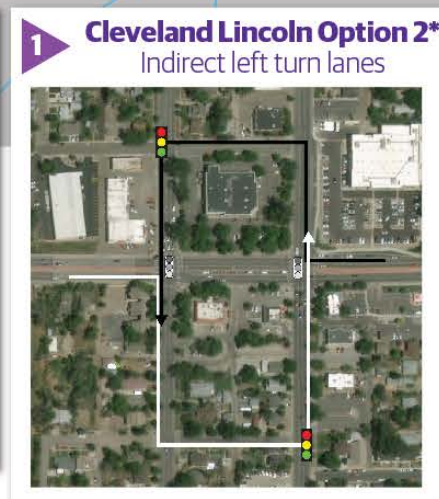
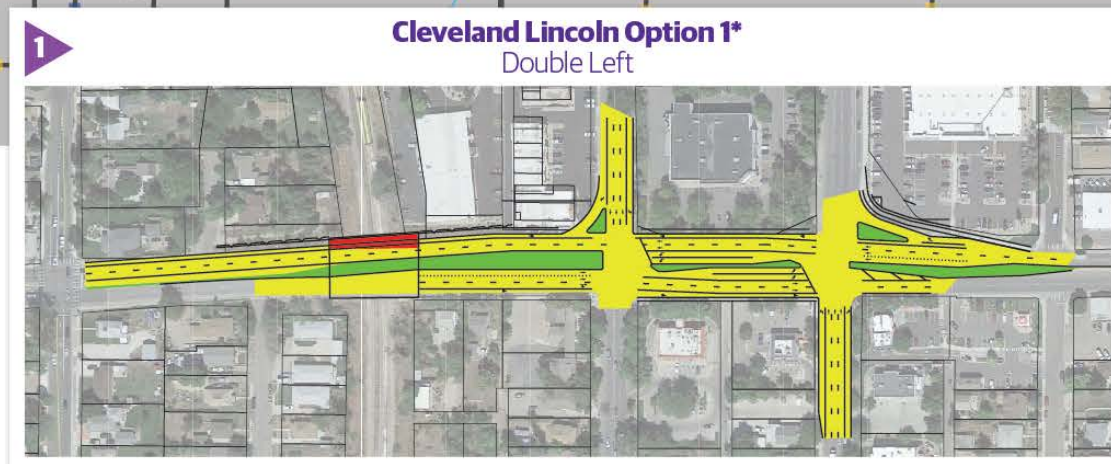
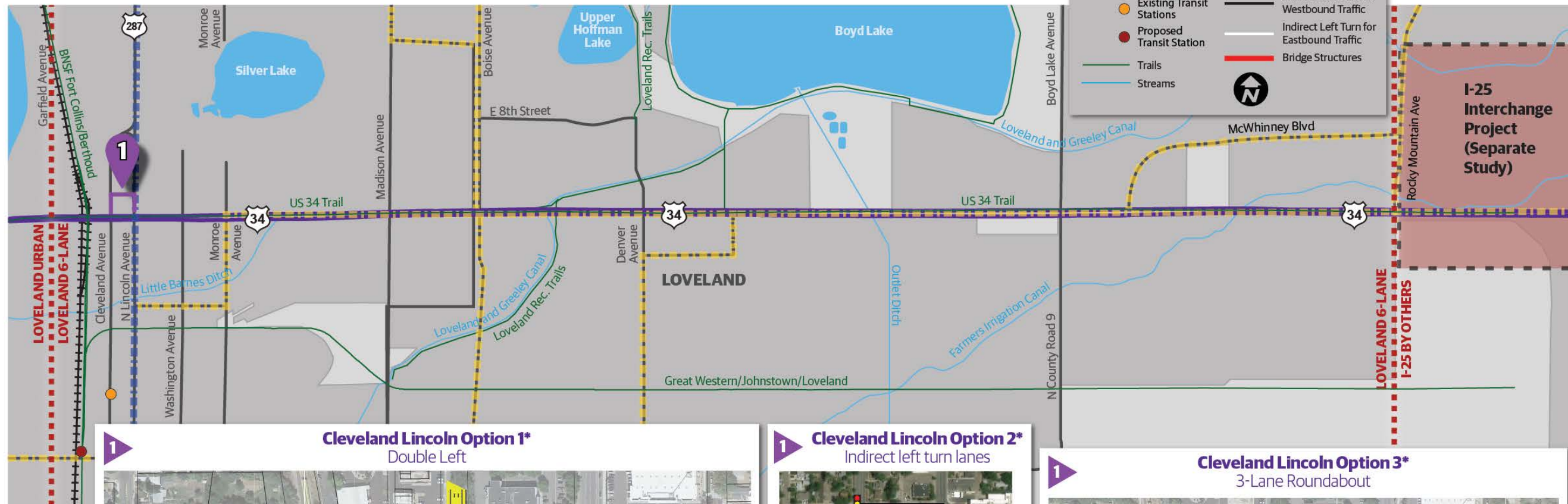
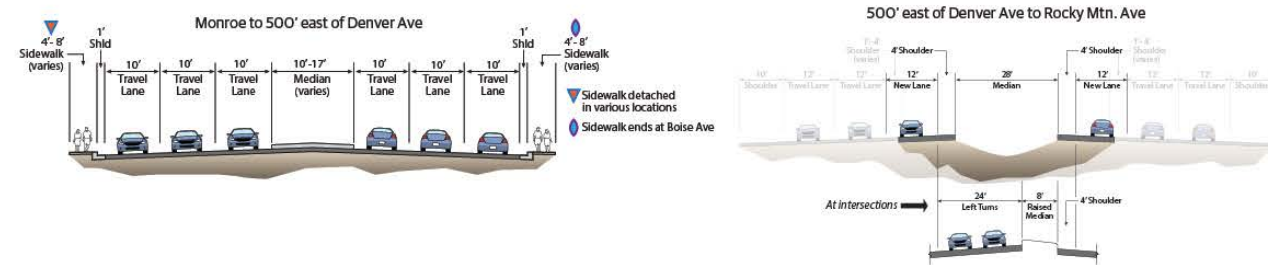


Figure 2-4. Recommended Alternative: Loveland Urban Segment

LOVELAND 6-LANE RECOMMENDED ALTERNATIVE

4.0 MILES, N. GARFIELD AVENUE TO ROCKY MOUNTAIN AVENUE

6-lane Roadway Cross Sections with Intersections



* Multiple potential design options recommended.
Future study will determine actual configuration

Figure 2-5. Recommended Alternative: Loveland 6-Lane Segment



JOHNSTOWN - GREELEY RECOMMENDED ALTERNATIVE

6.1 MILES, CENTERRA PKWY/THOMPSON PKWY TO EAST OF US 257

6-lane Roadway Cross Section with Interchanges

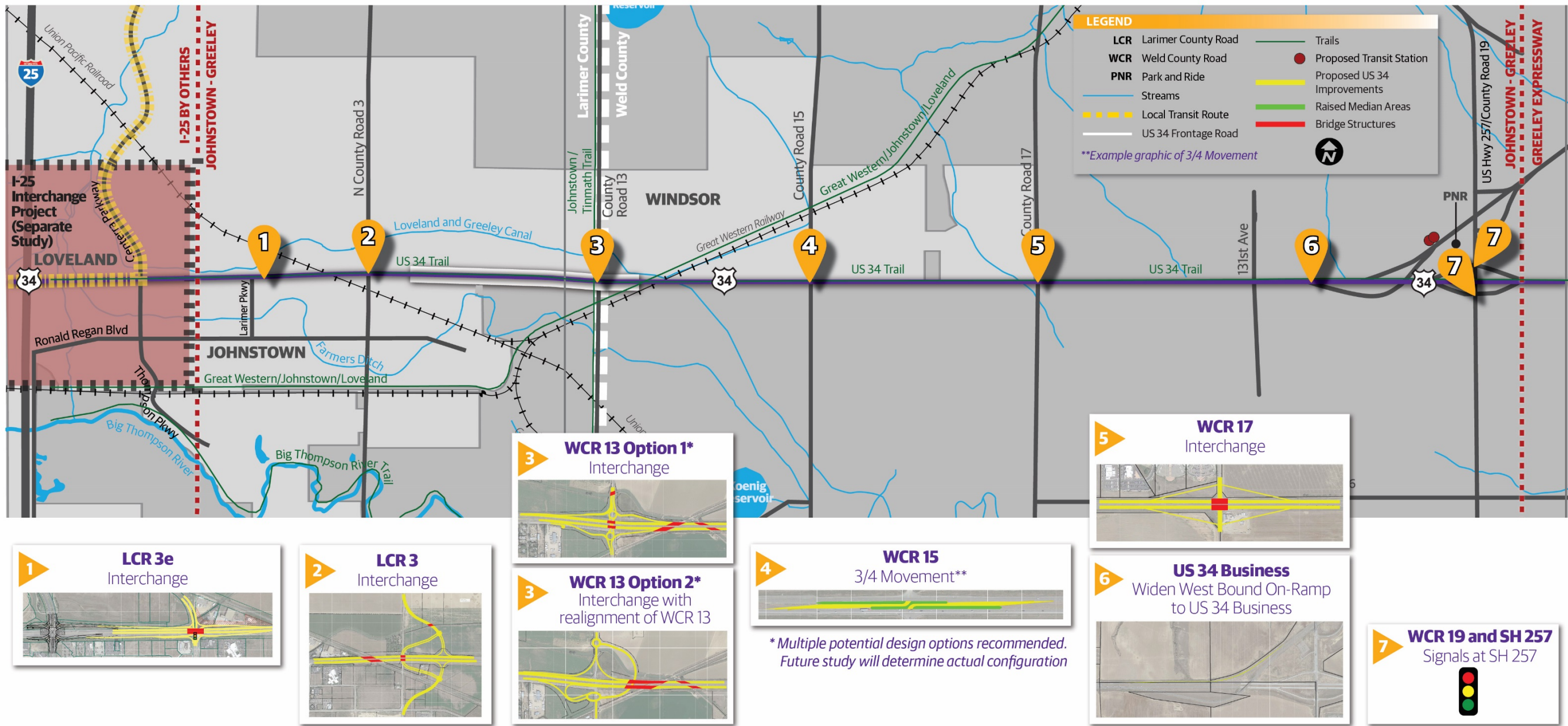
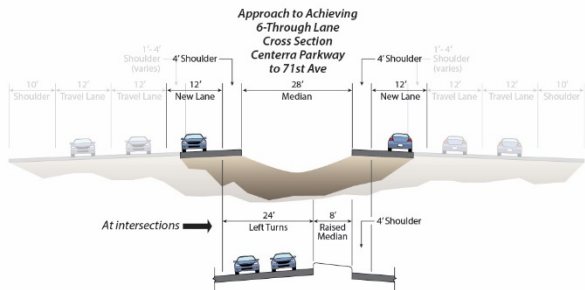


Figure 2-6. Recommended Alternative: Johnstown-Greeley Segment

GREELEY EXPRESSWAY RECOMMENDED ALTERNATIVE

9.3 MILES, EAST OF US 257 TO WEST OF 11TH AVE

6-lane Roadway Cross Section with Intersections

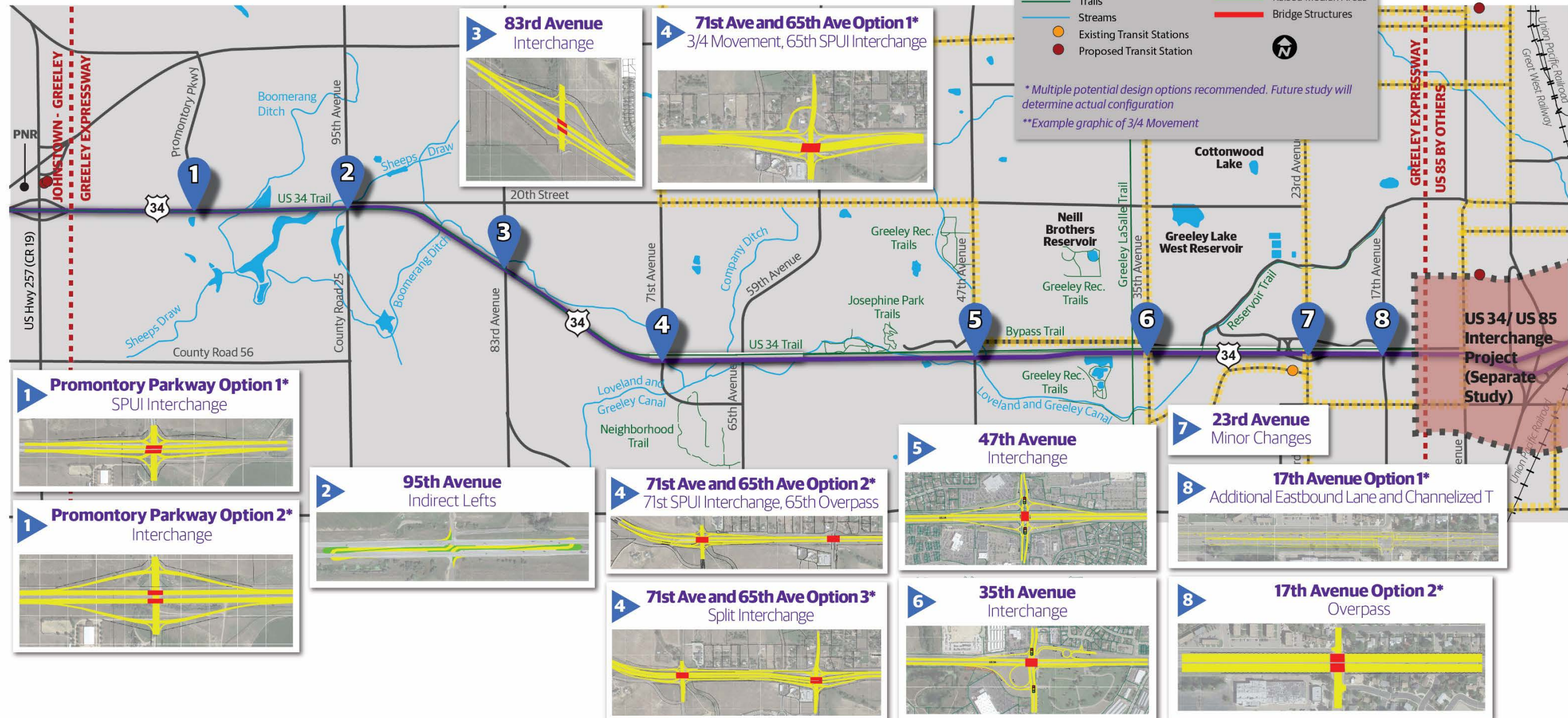
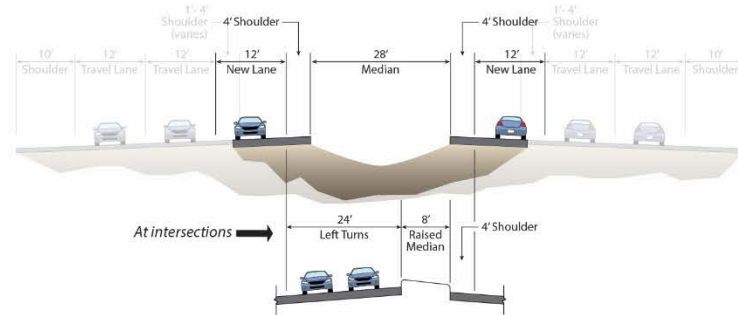


Figure 2-7. Recommended Alternative: Greeley Expressway Segment



EAST END RECOMMENDED ALTERNATIVE

3.8 MILES, 1ST AVENUE TO WCR 49

4-lane Roadway Cross Section with Intersections

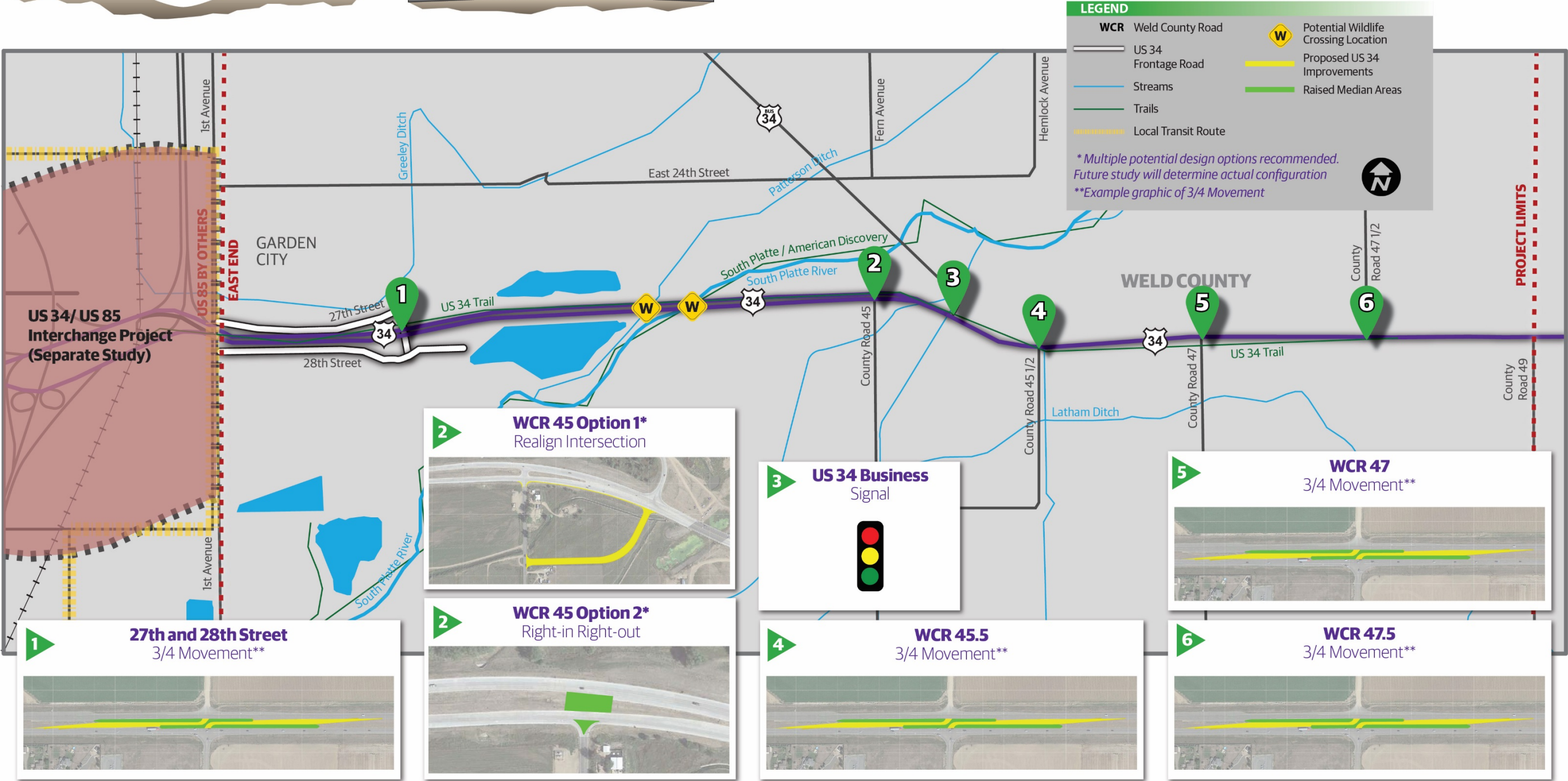
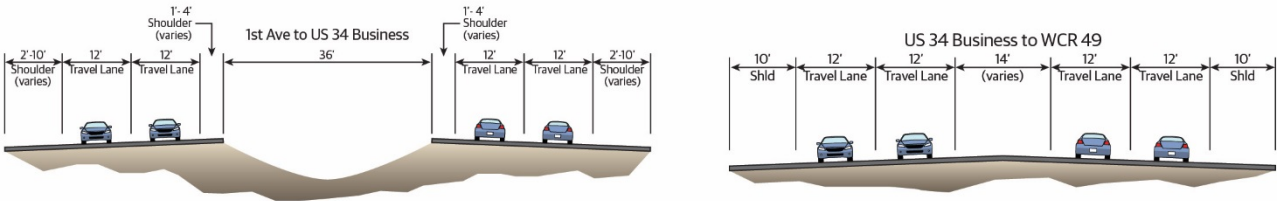


Figure 2-8. Recommended Alternative: East End Segment

2.3.1 Multimodal Considerations

Multimodal facilities were considered during the alternatives development process as supplemental elements for inclusion in the Recommended Alternative. The NFRMPO *Regional Bicycle Plan* (2013), discussed in **Appendix B**, identifies existing and planned regional bicycle corridors within the NFRMPO planning area. The *2016 Non-Motorized Plan* identifies each of these corridors as having the capacity to support pedestrian travel, therefore calling them regional non-motorized corridors (RNMC). **Figure 2-9** illustrates opportunities for the Recommended Alternative to provide potential east-west regional non-motorized connections along US 34 and parts of RNMCS 4, 7, and 3. **Figure 2-10** identifies existing park and rides and transfer stations, proposed routes by transit agencies and local municipalities, the transit routes and stations proposed in the *North I-25 Environmental Impact Statement* (EIS) (CDOT, 2011), and the location of a potential transit node or park and ride location at the intersection of US 34 and WCR 17 that could be constructed as part of the Recommended Alternative.

The following are the three multimodal supplemental elements that were included with the Recommended Alternative:

- **Bicycle and pedestrian regional connections along US 34:** This element identifies opportunities for the Recommended Alternative to accommodate a regional connection along US 34 (RNMC 11) based on project segments and constraints. It also highlights any other crossings of US 34 with north-south RNMCS for the Recommended Alternative to accommodate.
- **Bicycle and pedestrian mobility improvements/enhancements:** This element identifies opportunities for the Recommended Alternative to accommodate: bicycles and pedestrians along or parallel to US 34, crossing locations, and connections to other facilities. It also discusses other important bicycle and pedestrian considerations applicable to each segment.
- **Transit Service on US 34:** This category identifies opportunities for the Recommended Alternative to accommodate transit service and facilities along the corridor.

Within each segment the following terms are used to describe how multimodal supplement elements would be incorporated into future projects:

- **Implement:** Intended to be included as part of the Recommended Alternative.
- **Accommodate:** The element is not specifically included in the Recommended Alternative, but the Recommended Alternative should allow for future implementation of the element.
- **Acknowledge:** The element has been identified but is not included as part of the Recommended Alternative nor is it expressly accommodated by the Recommended Alternative.

Foothills Segment

- **Bicycle and pedestrian regional connections along US 34:** The Recommended Alternative would incorporate, where practical, the following:
 - Accommodation of a bicycle/pedestrian crossing of US 34 with RNMC 3 as an underpass at the Big Thompson River/US 34 bridge
 - Accommodation of RNMC 12 with US 34 at LCR 27

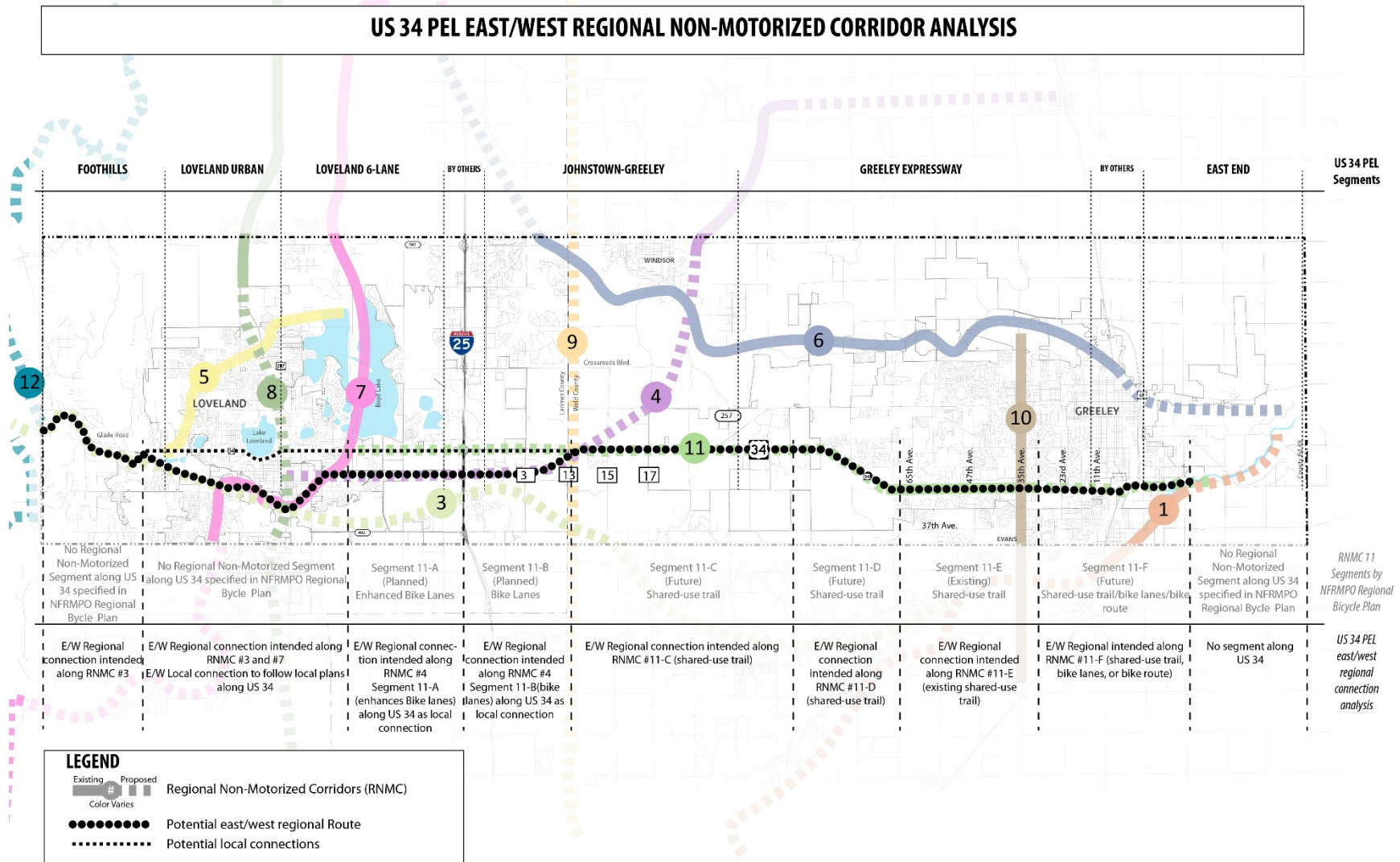


Figure 2-9. Diagram US 34 East-West Regional Non-Motorized Corridor Analysis

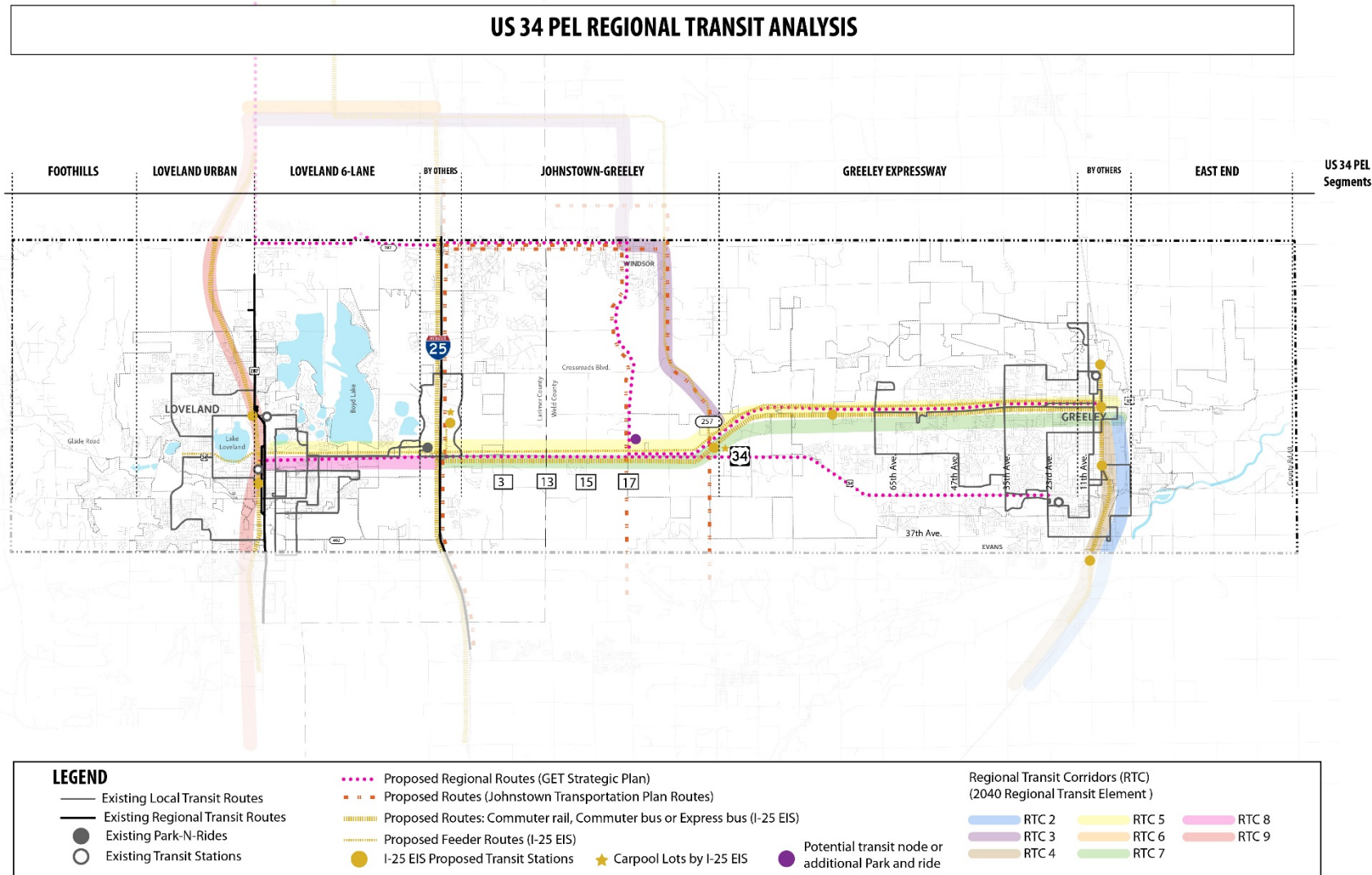


Figure 2-10. Diagram US 34 East-West Regional Non-Motorized Corridor Analysis



- **Bicycle and pedestrian mobility improvements/enhancements.** The Recommended Alternative would incorporate, where practical, the following:
 - Enhanced bike lanes and pedestrian facilities along US 34 from LCR 27 to Namaqua Road, where a connection is missing as identified in the *Loveland Bicycle and Pedestrian Plan* (2012a). The preferred facility width is 8 feet, with a minimum width of 6 feet.
 - A trail connection on the south side of US 34 within the ROW between Glade Park and Wild Natural Area. This would be an offroad detached trail. The elevation of the bike lane and road would be different from the detached trail. Maintenance of the trail would be independent.
 - A bicycle/pedestrian underpass crossing of US 34 on the east side of Rossum Avenue to connect to the planned future side path along Big Barnes Ditch (Loveland’s recreational trail system) to a trailhead on the north of US 34, which will eventually connect west to Devil’s Backbone Open Space and north to Skyline Natural Area all the way north to 57th Street.

Loveland Urban Segment

- **Bicycle and pedestrian mobility improvements/enhancements.** The Recommended Alternative would incorporate, where practical, the following:
 - Future planned bike lanes from Namaqua Road to North Monroe Avenue, where missing, as identified in the *Loveland Bicycle and Pedestrian Plan* (2012a).
- **Transit Service on US 34**
 - Accommodation of proposed transit route from Greeley to Loveland, as identified in the GET Strategic Plan (2016).
 - Accommodation of proposed feeder route from Greeley to West Loveland (US 34 at Wilson Avenue), as identified in the I-25 EIS (CDOT, 2011). Proposed route runs from US 85 and D Street in Greeley and proceeds west along US 34 (business route) to West Loveland along US 34.
 - Accommodation of proposed feeder route from Loveland to Crossroads Station as specified in the I-25 EIS (CDOT, 2011).

Loveland 6-Lane Segment

- **Bicycle and pedestrian regional connections along US 34.** The NFRMPO *Regional Bicycle Plan* (2013) and *Non-Motorized Plan* (2017) identifies two regional east-west corridors in this segment. RNMC 11 runs along US 34 and starts at the intersection of US 34 with RNMC 7 (underpass east of Boise Avenue). RNMC 4 runs parallel to US 34 approximately 0.5-mile south. The Recommended Alternative would incorporate, where practical, the following:
 - In this segment, the regional east-west trail connection is intended to happen along the proposed RNMC 4, which parallels US 34 and is located only 0.5-mile south of US 34. RNMC 4, as a proposed shared-use path facility, has the possibility of providing a better crossing of I-25.
 - Another possible crossing of I-25 is along RNMC 3, at or near the Big Thompson River Bridge. When the bridge is replaced, there is a possibility of preserving space for a future trail under the bridge. This additional potential crossing of I-25 is only 0.6-mile south of US 34, and around 1,000 feet south of RNMC 4. This potential crossing could serve as a crossing point of I-25 for several RNMCs.
 - The segment of RNMC 11 along US 34 within the Loveland 6-Lane segment should remain and be implemented as a local connection (enhanced bike lanes), as identified in the *Regional Bicycle Plan* (NFRMPO, 2013).



- Accommodation of grade-separated crossing of US 34 by RNMC 8 at the Burlington Northern Santa Fe Railway (BNSF) rail lines.
- **Bicycle and pedestrian mobility improvements/enhancements.** The Recommended Alternative would incorporate, where practical, the following:
 - Implementation of the future planned bike lanes along US 34 from Namaqua Road to North Monroe Avenue, where missing, as identified in the *Loveland Bicycle and Pedestrian Plan* (2012a).
 - Implementation of the planned enhanced bike lanes along US 34 from North Monroe Avenue to LCR 3, where missing, as identified in the *Loveland Bicycle and Pedestrian Plan* (2012a).
 - Accommodation of proposed north-south bike lanes crossing US 34 at Madison Avenue, as identified in the *Loveland Bicycle and Pedestrian Plan* (2012a).
 - Improvements to the future new recreational trail north of US 34 from Denver Avenue to Boyd Lake Avenue, as identified in the *Loveland Bicycle and Pedestrian Plan* (2012a). This connection would serve as an alternate east-west connection to US 34.
- **Transit Service on US 34.** The Recommended Alternative would accommodate the following:
 - Acknowledgment of proposed commuter rail transit station at BNSF and approximately 6th Street (I-25 EIS [CDOT, 2011]).
 - Accommodation of proposed transit route from Greeley to Loveland, as identified in GET Strategic Plan (2016).
 - Accommodation of proposed feeder route from Greeley to West Loveland (US 34 at Wilson Avenue), as identified in the I-25 EIS (CDOT, 2011). Proposed route runs from US 85 and D Street in Greeley and proceeds west along US 34 (business route) to West Loveland along US 34 Johnstown-Greeley segment.
 - Accommodation of proposed feeder route from Loveland to Crossroads Station as specified in the I-25 EIS (CDOT, 2011).

Johnstown-Greeley Segment

- **Bicycle and pedestrian regional connections along US 34.** The intersection of WCR 13 and US 34 is a key node where RNMCS 4, 9 and 11 all intersect, as identified in the NFRMPO *Regional Bicycle Plan* (2013) and the *Non-Motorized Plan* (2017). The east-west regional trail connection in this segment is intended to be accommodated by a combination of RNMCS 4 and 11. West of WCR 13, the east-west regional trail connection is intended to happen along RNMC 4. East of WCR 13, the connection is intended to happen along RNMC 11. The Recommended Alternative would incorporate, where practical, the following:
 - Accommodation of east-west regional trail connection west of WCR 13 intended to happen along RNMC 4, which parallels US 34 and it is located only 0.5-mile south of US 34.
 - Implementation of east-west regional trail connection east of WCR 13 intended to happen along RNMC 11 as a side path along US 34 (Segment 11-C), as identified in the NFRMPO *Regional Bicycle Plan* (2013). The segment of RNMC 11 west of WCR 13 within the Johnstown-Greeley segment should remain and be implemented as a local connection (enhanced bikes lanes), as identified in the NFRMPO *Regional Bicycle Plan* (2013).
 - A protected crossing signal or underpass/overpass at WCR 13 where RNMCS 4 and 9 cross US 34, as identified by the NFRMPO *Regional Bicycle Plan* (2013).



- **Bicycle and pedestrian mobility improvements/enhancements.** The Recommended Alternative would incorporate, where practical, the following:
 - Implementation of planned enhanced bike lanes along US 34 from North Monroe Avenue to LCR 3, where missing, as identified in the Loveland *Bicycle and Pedestrian Plan* (2012a).
 - Accommodation of connection to proposed Johnstown’s community/neighborhood trail between WCR 13 and WCR 15 heading southeast following the Loveland and Greeley Canal, as identified in *Johnstown Area Comprehensive Plan* (2006) and *Johnstown Transportation Master Plan* (2008).
 - Accommodation of proposed neighborhood trail along WCR 17, as identified in *Johnstown Transportation Master Plan* (2008).
 - Accommodation of proposed bike lanes north of US 34 along WCR 15 and WCR 13, as identified in the *Town of Windsor Comprehensive Plan* (2016).
 - A bicycle facility along WCR 17 as mapped in Greeley’s geographic information system (GIS) data for planned bicycle and pedestrian improvements.
- **Transit Service on US 34.** The Recommended Alternative would accommodate the following:
 - Accommodation of proposed north-south route along WCR 17, as identified in the *Johnstown Transportation Master Plan* (2008).
 - Accommodation of proposed routes, one north and one south, along SH 257 starting at the intersection of US 34 and SH 257, as identified in the *Johnstown Transportation Master Plan* (2008).
 - Accommodation of the proposed GET regional connection along US 34 from Greeley to Loveland, as identified in the GET Strategic Plan (2016).
 - Accommodation of proposed Express Bus from I-25 to Greeley, from I-25 to SH 257 along US 34, and from SH 257 to Greeley along US 34 Business, as identified in the I-25 EIS (CDOT, 2011).
 - Accommodation of proposed Express Bus Transit Station at US 34 and SH 257, as identified in the I-25 EIS (CDOT, 2011).
 - Accommodation of proposed feeder route from Greeley to West Loveland (US 34 at Wilson Avenue), as identified in the I-25 EIS (CDOT, 2011). Proposed route runs from US 85 and D Street in Greeley and proceeds west along US 34 (business route) to west Loveland along US 34 Johnstown-Greeley segment.
 - Accommodation and implementation of potential transit node or park and ride at the intersection of US 34 and WCR 17 based on the convergence of different proposed transit routes.

Greeley Expressway Segment

- **Bicycle and pedestrian regional connections along US 34.** The Recommended Alternative would incorporate, where practical, the following:
 - Implementation of east-west regional connection along RNMC 11 as a side path along US 34 (Segments 11-C and 11-D) as identified in the NFRMPO *Regional Bicycle Plan* (2013).
 - Acknowledgement of the existing segment of RNMC 11 along US 34 as a side path from 65th Avenue to 35th Avenue and intersection with RNMC 10 at the intersection of US 34 and 35th Avenue.



- Implementation of RNMC 11 (Segment 11-F) along US 34 east of 35th Avenue. Coordination with US 85/US 34 Project (separate study) to implement side path, bike lanes, or parallel route along US 34 that goes across US 85 and connects to RNMC 1, as identified in the NFRMPO *Regional Bicycle Plan* (2013).
- **Bicycle and pedestrian mobility improvements/enhancements.** The Recommended Alternative would incorporate, where practical, the following:
 - Accommodation of crossings for proposed bicycle facilities across US 34 at Promontory Parkway, 95th Avenue, 83rd Avenue, 71st Avenue, 65th Avenue, 47th Avenue, Reservoir Road (grade-separated crossing), 23rd Avenue and 17th Avenue (grade-separated crossing), as identified in the *City of Greeley Bicycle Master Plan* (2015) and the *Greeley Parks, Trails and Open Lands Master Plan* (2016).
- **Transit Service on US 34.** The Recommended Alternative would accommodate the following:
 - Accommodation of proposed GET regional connection along US 34 from Greeley to Loveland, as identified in the GET Strategic Plan (2016)
 - Acknowledgment of proposed commuter bus service and station improvements along US 85 in close proximity to US 34, as identified in the I-25 EIS (CDOT, 2011)

East End Segment

- **Bicycle and pedestrian regional connections along US 34**
 - Implementation of RNMC 11 (Segment 11-F) along US 34 east of 35th Avenue. Coordination with US 85/US 34 Project (separate study) to implement side path/bike lanes or parallel route along US 34 that goes across US 85 and connects to RNMC 1, as identified in the NFRMPO *Regional Bicycle Plan* (2013).
 - Accommodation of crossing of US 34 with RNMC 1 at the South Platte River.
- **Bicycle and pedestrian mobility improvements/enhancements.** The Recommended Alternative would incorporate, where practical, the following:
 - Acknowledgment of a proposed grade-separated bicycle/pedestrian crossing of US 85 south of US 34, as identified in the *City of Evans Transportation Plan* (2004b).
- **Transit Service on US 34.** The Recommended Alternative includes, where practical, the following:
 - Accommodation of future long-term Bustang Outrider service plan to Fort Morgan that would travel along US 34.

2.3.2 Consistency of the Recommended Alternative in Segments Adjacent to Other Projects

Two separate studies, the I-25 Interchange Project and the US 34/US 85 Project, fall adjacent to US 34 PEL corridor segments. The I-25 Interchange project comprises 1.2 miles on US 34 between the Loveland 6-Lane and Johnstown-Greeley corridor segments. The US 34/US 85 Project comprises 1.3 miles on US 34 between the Greeley Expressway and East End corridor segments. Improvements to these two separate study areas are not included in the US 34 PEL Study; however, improvements proposed as part of the Recommended Alternative have been reviewed for consistency with these studies. This section summarizes how the US 34 corridor is consistent with and can be accommodated by the I-25 Interchange Project and the US 34/US 85 Project (separate studies).



2.3.2.1 I-25 Interchange Project

The I-25 Interchange Project study area, between Rocky Mountain Boulevard and Centerra/Thompson Parkways, was excluded from the US 34 PEL Study because its ultimate improvements are defined in the I-25 EIS/ROD (CDOT, 2011). The improvements include a multi-level directional interchange between US 34 and I-25, with SPUIs at both Rocky Mountain Boulevard and Centerra/Thompson Parkways on either side of I-25. An interim phase of these improvements will be constructed in 2018, with the addition of a third lane in each direction of US 34 in the 1-mile areas on either side of I-25.

On the west side of I-25 in the Loveland 6-Lane segment, the Recommended Alternative is to complete the construction of six lanes on US 34, which is consistent with both the interim 2018 6-lane project and the ultimate I-25 interchange improvements shown in the I-25 ROD (CDOT, 2011). On the east side of I-25 in the Johnstown-Greeley Expressway segment, the Recommended Alternative is to implement a series of interchanges, which were shown in the Access Control Plan (CDOT, 2003b) and is consistent with the I-25 interchange improvements as shown in the I-25 ROD.

2.3.2.2 US 34/US 85 Project

The US 34/US 85 project area (which includes 11th Avenue), located between the Greeley Expressway and East End segments, is a complex interchange that is currently under study. It is anticipated that recommendations for long-term improvements and phased implementation of that alternative will be determined in late 2018.

A constraint for the Recommended Alternative in the Greeley Expressway segment is that the generous ROW available east of 23rd Avenue begins to narrow moving eastward on US 34 to 11th Avenue. Within the current highway ROW, there would only be room for six lanes and an intersection at 11th Avenue. The Recommended Alternative would accommodate this minimum footprint. There are minimal ROW constraints east of the interchange moving into the East End segment, but there is no identified need to widen US 34 to the east, therefore it is not anticipated that there would be compatibility issues on the east side of the interchange with the Recommended Alternative.

2.4 Improvements to Parallel Roadways

A detailed analysis evaluating improvements to parallel roadways was not completed as part of the US 34 PEL Study. However, without the planned improvements on these roads as listed in the *2040 Regional Transportation Plan* (NFRMPO, 2015b), mobility and operations on US 34 would suffer. Similarly, improvements to US 34 will benefit parallel roadways by accommodating additional traffic.

Transportation Analysis

This section summarizes the transportation analyses conducted for the US 34 PEL Study. Assessing travel conditions within the US 34 corridor consisted of travel forecasting, traffic operational analysis, multimodal considerations, and ACP review and development. Results of this analysis informed the alternative evaluation process (**Section 2.0**), guided the development of the Recommended Alternative, and helped define the priority projects.

3.1 Traffic Forecasting

Traffic forecasting is necessary to understand the long-term corridor traffic demand, and produces data needed for the traffic operations analysis (see **Section 3.2**). The NFRMPO travel demand model (base year 2012) was used to assess future conditions, which included developing future roadway traffic volumes, intersection turning movements, and regional performance measures. The 2015 forecast year was compared to existing 2017 traffic counts obtained for the study and served as the study base year. The 2040 forecast year was used to forecast future conditions for the No Action and Recommended Alternatives.

3.1.1 Transportation Network and Land Use Assumptions

So that products of the PEL process can be used in future NEPA processes, travel forecasting efforts were developed consistent with the NFRMPO's methods and latest planning assumptions. The NFRMPO transportation network, included in the fiscally constrained *2040 Regional Transportation Plan* (NFRMPO, 2015b), reflects the projects that can be reasonably funded and that served as the basis for the No Action Alternative (**Section 2.1**). Socioeconomic data, such as household and employment projections, describe the projected growth and changes in land use.

3.1.2 Analysis Years and Periods

The transportation analysis focused on two specific years – Existing (2017) and Future (2040). The future year is analyzed for both No Action and Recommended Alternatives for a typical weekday in the AM and PM peak periods.

Peak period traffic is the traffic at the times of day it is most busy.

Existing (2017)

The Existing scenario reflects present roadway conditions, traffic volumes, traffic patterns, and traffic operations. The existing analysis used traffic volume data compiled from intersection turning movement volumes and traffic tube count data.

Future (2040)

The Future (2040) scenario looked at the No Action Alternative and the Recommended Alternative. As discussed in **Section 2.1**, the Future (No Action Alternative) scenario assumes that no transportation improvements are made except those included in the fiscally constrained *2040 Regional Transportation Plan* (NFRMPO, 2015b). No Action Alternative traffic volumes were developed using the NFRMPO travel demand model (2015c), existing traffic count data, and adjustment procedures described in **Section 3.1.3**.

Future traffic volumes were developed for many concepts in support of the alternatives evaluation. However, this section only discusses future data on improvements and operational results for the Recommended Alternative. The forecasts for the Recommended Alternative were developed using a similar procedure as the No Action Alternative; changes in Recommended Alternative traffic volumes are compared to No Action Alternative patterns rather than the Existing year.



3.1.3 Post Processing Adjustments

The Iterative Procedure – Directional Method outlined in *National Cooperative Highway Research Program (NCHRP) Report 765 Analytical Travel Forecasting Approaches for Project-Level Planning and Design* (NCHRP, 2014) was used to generate intersection turning movement forecasts for the Future year. This method uses an iterative approach to alternatively balance entering traffic and departing traffic volumes. The method applies existing turning-movement volumes, and Existing and Future year link volumes. The Iterative Procedure – Directional Method, previously documented in *NCHRP Report 255*, is commonly accepted industry practice.

Intersection turning-movement volumes developed for the existing scenario, No Action Alternative (2040), and Recommended Alternative (2040) were used to assess operational conditions (see **Section 3.2**). The method requires directional link volume forecasts and an estimate of intersection turning-movement percentages. Estimated turning percentages can be based on existing turning-movement counts, turning-movement patterns at similar intersections, and professional judgment. The method alternatively balances intersection approach (inflow) and departure (outflow) volumes in an iterative process until an acceptable level of convergence is reached.

3.1.4 Performance Measures

Travel demand forecasts were used as input to the traffic operations analysis to evaluate and compare differences between concepts (Level 2 Evaluation) and alternative packages (Level 3 Evaluation) as discussed in **Section 2.0**. During the alternatives evaluation process, the Measure of Effectiveness (MOE) were tailored and presented at the corridor, study segment, or intersection level of detail. MOEs included:

- VMT
- LOS
- VHD
- Average Daily Traffic (ADT)
- TTI (the ratio of peak period travel time to free-flow travel time)
- Travel Time (Corridor and Segment)

Results for each MOE were presented in the Level 2 and Level 3 Evaluation matrices that are included in **Appendix C**.

3.1.5 Travel Forecasts

ADT is a common indicator used to show how corridor conditions change over time and with different potential improvements. The forecast ADT for the No Action and Recommended Alternatives is shown in **Table 3-1**. The annual average traffic growth rate from 2017 to 2040 in the Foothills, Loveland Urban, Loveland 6-Lane, and East End segments is less than 1 percent. Within the Johnstown-Greeley and Greeley Expressway, the annual growth rate is approximately 2.5 percent and 3 percent, respectively. The Recommended Alternative includes increased capacity in some of the corridor segments, thus the projected volumes increase where facilities can accommodate additional traffic.

Table 3-1. Existing and Forecast ADT

Segment	Existing (2017)	No Action Alternative (2040) ^a	Recommended Alternative (2040) ^a
Foothills	15,200	16,900	16,900
Loveland Urban	26,800	30,200	30,300
Loveland 6-Lane	38,900	46,500	48,900
Johnstown-Greeley	46,400	70,500	79,300
Greeley Expressway	33,000	48,300	63,400
East End	16,000	19,400	19,800

^a Modeled volumes adjusted based on NCHRP procedures using daily tube counts on US 34 obtained for the project.

3.2 Traffic Operations

Traffic operations analysis for the PEL Study focused on a selection of MOEs discussed in **Section 3.1.4**: LOS, TTI, travel time, and reliability. The technical memorandum documenting the traffic operations analysis for the PEL Study is included in **Appendix E**.

LOS is a measure of the quality of traffic flow and is defined by a letter grade ranging from A (uninterrupted flow) to F (heavily congested conditions). For signalized intersections, LOS is reported for the intersection as a whole. At unsignalized intersections, the LOS for the worst performing movement is reported. In either of these cases, the LOS is primarily based on seconds of delay experienced per vehicle. Highway segments that span between two signalized intersections are also graded on a similar LOS scale. Segment LOS, however, is based on percent free flow speed where free flow speed represents the speed at which vehicles could travel between signalized intersections in uninterrupted conditions.

Table 3-2 shows the LOS thresholds for signalized intersections, stop-controlled intersections, and highway segments. In general, LOS D or better is considered an acceptable condition by most communities.

Table 3-2. LOS Thresholds

LOS	Signalized Intersections: Control Delay (seconds per vehicle)	Stop-Controlled Intersections: Control Delay (seconds per vehicle)	Urban Street Segments: Percent Free Flow Speed	Urban Freeway Segment: Density (passenger cars per mile per lane)	Rural Freeway Segment: Density (passenger cars per mile per lane)
A	≤ 10	≤ 10	> 80	≤ 11	≤ 6
B	> 10 ≤ 20	> 10 ≤ 15	> 67 ≤ 80	> 11 to 18	> 6 to 14
C	> 20 ≤ 35	> 15 ≤ 25	> 50 ≤ 67	> 18 to 26	> 14 to 22
D	> 35 ≤ 55	> 25 ≤ 35	> 40 ≤ 50	> 26 to 35	> 22 to 29
E	> 55 ≤ 80	> 35 ≤ 50	> 30 ≤ 40	> 35 to 45	> 29 to 39
F	> 80 or v/c > 1.0	> 50 or v/c > 1.0	≤ 30 or v/c > 1.0	> 45 (or v/c > 1.0)	> 39 (or v/c > 1.0)

Source: *HCM 2010: Highway Capacity Manual* (TRB, 2010)

> = greater than

≤ = less than or equal to

v/c = volume-to-capacity

Several combined segments, known as a facility, are also graded by LOS. Facility LOS range from LOS A, which describes primarily free flow operations, to LOS F which is characterized by flow at extremely low speeds within the facility. **Table 3-3** shows the existing facility LOS for each segment (facility) along the US 34 corridor. Notably, the existing Johnstown-Greeley segment flows poorly in the eastbound direction during the evening peak hour. Existing traffic conditions in the Loveland 6-Lane segment are also experiencing increased delay.

Table 3-3. Existing (2017 LOS by Segment)

Segment	Morning		Evening	
	Eastbound	Westbound	Eastbound	Westbound
Foothills	A	A	A	A
Loveland Urban	B	A	B	B
Loveland 6-Lane	D	C	E	D
Johnstown-Greeley	A	A	F	A
Greeley Expressway	B	B	B	C
East End	A	A	A	A



Table 3-4 displays the No Action Alternative (2040) LOS. Overall, traffic conditions and flow are expected to greatly deteriorate in the future. The Loveland 6-Lane, Johnstown-Greeley, and Greeley Expressway segments all show a facility LOS F during the morning and evening peak hour.

Table 3-4. No Action Alternative (2040 LOS by Segment)

Segment	Morning		Evening	
	Eastbound	Westbound	Eastbound	Westbound
Foothills	A	A	A	A
Loveland Urban	B	B	F	B
Loveland 6-Lane	F	F	F	F
Johnstown-Greeley	F	F	F	F
Greeley Expressway	F	F	F	F
East End	A	A	A	A

Table 3-5 shows the 2040 facility LOS along US 34 for the Recommended Alternative. Because the Recommended Alternative includes limited capacity improvements for the Loveland 6-Lane segment, it would remain at LOS F in the peak period. Facility LOS in the Johnstown-Greeley and Greeley Expressway segments vastly improve with the Recommended Alternative.

Table 3-5. Recommended Alternative (2040 LOS by Segment)

Segment	Morning		Evening	
	Eastbound	Westbound	Eastbound	Westbound
Foothills	A	A	A	A
Loveland Urban	B	B	F	B
Loveland 6-Lane	F	F	F	F
Johnstown-Greeley	B	C	C	C
Greeley Expressway	B	B	B	B
East End	A	A	A	A

Three other interrelated metrics were evaluated for the PEL Study: travel time, TTI, and reliability. In its simplest form, travel time is the time it takes a vehicle to travel from Point A to Point B. Delays often are encountered from signalized intersections, traffic congestion, change in roadway geometry, weather events, or stalled vehicles. TTI is a multiplicative measurement based on the travel times in completely ideal (uninterrupted) scenarios while traveling from Point A to Point B. For instance, if the uninterrupted travel time from A to B is 10 minutes and the TTI at a particular time of day is 1.5, a vehicle traveling from A to B can expect its travel time to be 15 minutes (10 minutes multiplied by 1.5) on average, which indicates that this vehicle will experience 5 minutes of delay when traveling from A to B.

Conditions that can cause delays in travel times are highly variable. Reliability is expressed as the percent of vehicles that travel from Point A to Point B in an acceptable amount of time (by definition a TTI of less than or equal to 2.5 for urban streets and 1.33 for freeways [TRB, 2010]).

Table 3-6 shows the reliability percentages by segment on US 34 under existing conditions. Current traffic conditions and travel times for both eastbound and westbound traffic on US 34 are generally acceptable and reliable during the morning peak hour. During the evening peak hour, however, congestion impacts reliability, particularly in the Loveland 6-Lane segment.

Table 3-6. Existing Reliability Percentages by Segment

Segment	Morning		Evening	
	Eastbound	Westbound	Eastbound	Westbound
Foothills	100	100	100	100
Loveland Urban	100	100	100	100
Loveland 6-Lane	100	100	85.5	99.9
Johnstown-Greeley	100	100	100	100
Greeley Expressway	100	99.8	100	100
East End	100	100	100	100

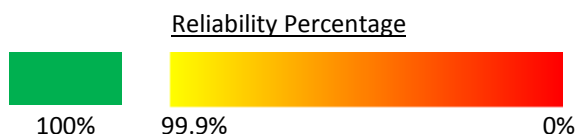
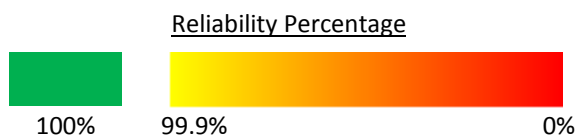


Table 3-7 displays the reliability percentages in the No Action Alternative (2040). In this scenario, travel times in the Loveland 6-Lane segment are extremely unreliable during the morning peak hour in the eastbound direction and during the evening peak hour in the westbound direction. Similarly, travel times in the Johnstown-Greeley segment are also predicted to be extremely unreliable during both the morning and evening peak hours. Finally, travel times in the Greeley Expressway segment are predicted to be extremely unreliable during the evening peak hour in the westbound direction.

Table 3-7. No Action Alternative (2040) Reliability Percentages by Segment

Segment	Morning		Evening	
	Eastbound	Westbound	Eastbound	Westbound
Foothills	100	100	100	100
Loveland Urban	100	100	99.8	100
Loveland 6-Lane	32.3	89.3	3.3	13.4
Johnstown-Greeley	21.1	65.8	24.4	34.3
Greeley Expressway	100	99.8	99.8	24.6
East End	100	100	100	100



In general, the decrease in reliability percentages from existing conditions to the No Action Alternative (2040) indicate that the existing roadway infrastructure and operational controls on US 34 are ill-equipped to accommodate the predicted increase in travel demand.

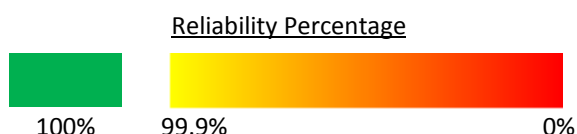
Table 3-8 shows the reliability percentages along US 34 in 2040 for the Recommended Alternative. Because of physical constraints and local agency plans, additional capacity improvements for the Loveland 6-Lane segment will be minor, resulting in travel times remaining relatively unreliable. The reliability of the travel times for the Johnstown-Greeley and Greeley Expressway segments, however, have drastically improved with the proposed improvements. The expressway and interchange configuration and the addition of one lane of travel in each direction in the Johnstown-Greeley and



Greeley Expressway segments under the Recommended Alternative appears to make these segments completely reliable in 2040.

Table 3-8. 2040 Reliability Percentages by Segment with Improvements

Segment	Morning		Evening	
	Eastbound	Westbound	Eastbound	Westbound
Foothills	100	100	100	100
Loveland Urban	100	100	100	100
Loveland 6-Lane	37.5	83.3	4.2	14.2
Johnstown-Greeley	100	100	100	100
Greeley Expressway	100	100	100	100
East End	100	100	100	100



As previously mentioned, the average traveler is primarily concerned with how long it will take to get from Point A to Point B. **Table 3-9** presents travel times for the existing conditions, No Action Alternative (2040), and Recommended Alternative (2040).

Table 3-9. Travel Times on US 34 (minutes)

Scenario	Location	Morning		Evening	
		Eastbound	Westbound	Eastbound	Westbound
Existing	West of I-25 ^a	15	15	18	17
	East of I-25 ^b	25	27	29	29
No Action Alternative (2040)	West of I-25 ^a	29	18	49	33
	East of I-25 ^b	50	41	48	57
Recommended Alternative (2040)	West of I-25 ^a	29	18	44	28
	East of I-25 ^b	21	23	21	23

^a West of I-25: Glade Road to Hahns Peak Drive

^b East of I-25: Hahns Peak Drive to WCR 49

Travel times and reliability west of I-25 are projected to worsen in the future; however, these increases in travel time would be reduced under the Recommended Alternative. Meanwhile, future travel times and reliability east of I-25 are predicted to improve with the Recommended Alternative, even compared to existing conditions.

3.3 Transit Facilities

This section presents the existing and planned transit facilities in the Study Area and discusses the transit analysis that was completed for the PEL Study. The considerations outlined in this section were used to inform the transit concepts evaluated during the alternatives development process (summarized in **Section 2.0**) and ultimately incorporated into the Recommended Alternative.



3.3.1 Existing Conditions

Existing transit service and facilities within the corridor are mostly concentrated within the city limits of Loveland and Greeley. The COLT system operates on the western edge of the corridor, and GET serves the eastern side of the corridor. Two existing regional transit service routes cross US 34. The regional FLEX route operated by Transfort runs along SH 287, and the Bustang route operated by CDOT runs along I-25. Essential bus stations, transfer stations, and facilities along the US 34 corridor (from west to east) include:

- The South Transfer Station for the COLT and FLEX route systems, located south of US 34 at the Downtown Safeway, between Cleveland and Lincoln Avenues.
- The Centerra Park and Ride, located north of US 34 just west of I-25 (serves the Bustang and VanGo customers).
- An existing parking lot, located west of SH 257 between US 34 and US 34 Business.
- Within Greeley, the Greeley Mall Transit Center located south of US 34 between 23rd Avenue and 17th Avenue. This is an important transit node where most of the routes converge. Route 6 and the Boomerang do not serve this transit center.

In addition to fixed route service, service providers along the region also provide non-fixed route service. Additional details on existing transit facilities is included in the *Corridor Existing Conditions Report* (**Appendix B**).

3.3.2 Transit Analysis

Transit is integral to accommodating the growth anticipated to occur in Northern Colorado over the next 25 years. The current transit systems are localized systems within Loveland and Greeley, with a few exceptions of regional routes (FLEX and Bustang) on the western end. However, no regional routes or routes that connect to regional service exist on the eastern end of the Study Area. Additionally, no regional system exists that connects all the different communities in the area.

Several regional and local plans have proposed routes and corridors that would provide more regional connectivity (to other areas) as well as connectivity between the communities within the area. The NFRMPO 2040 *Regional Transit Element* (RTE) recommends nine regional transit corridors (RTC) as priority corridors for transit investments over the next 25 years. These RTCs are suggested corridors and not specific routes. Three RTCs run along US 34 until the interchange with US 34 Business, at which point the routes leave US 34 and continue along US 34 Business. RTC 5 connects Greeley to Loveland. RTC 7 connects Greeley to the Bustang. RTC 8 connects Loveland to Bustang.

Proposed transit routes by local and agency plans include routes along and across US 34 as shown on **Figure 2-10**. In addition to service and route improvements including rapid bus service, GET Strategic Plan (GET, 2016) recommends two regional routes as mid- and long-term concepts. One regional route will run from Greeley Transfer Center along US 34 Business to Windsor then Fort Collins, heading north on WCR 17. The other regional route is proposed to run from Greeley Mall Transfer Center to COLT Transfer Center along US 34.

The I-25 EIS Selected Alternative includes an Express Bus Route from I-25/US 34 to Greeley Downtown Transfer Center at 8th Avenue and 8th Street running along US 34 and taking US 34 Business at the split. This route would have three proposed Express Bus Transit Stations.

- West Greeley Station: at US 34 and SH 257
- Greeley Station: US 34 (Business) and 83rd Avenue
- Greeley Downtown Transfer Center: 8th Avenue and 8th Street.



Other proposed transit stations from the I-25 EIS close to the US 34 corridor include a Commuter Bus Transit Station (South Greeley) at 8th Avenue and 24th Street, and in Loveland (Downtown Loveland) at BNSF and approximately 6th Street. Finally, proposed routes by Johnstown include proposed regional routes that intersect US 34 at three different locations: US 34 and I-25, US 34 and WCR 17, and at US 34 and SH 257.

As the primary east-west connection between Loveland and Greeley, the US 34 corridor can become an import transit link between Loveland and Greeley while providing opportunities to connect with communities north and south of US 34. Specific locations along the US 34 corridor where key transit opportunities were considered during alternative development are summarized as follows:

- In the Loveland 6-Lane segment, a transfer station exists along 8th Street between Cleveland Avenue and Lincoln Avenue. The I-25 EIS has a proposed commuter rail station south of US 34 at BNSF and approximately 6th Street. The existing park and ride that serves the Bustang is located north of US 34 and west of I-25. These areas represent opportunities to connect motorized and non-motorized users to transit in the Study Area. **Section 2.3.1** describes how these opportunities were accommodated by the Recommended Alternative.
- In the Johnstown-Greeley segment, the intersection of WCR 17 is a meaningful future transit node. Future transit routes from both Johnstown and GET use this intersection to go north or south. This location could be an excellent location for a transfer regional transfer station and park and ride. The junction with SH 257 is also a significant future transit node. Future Johnstown routes are proposed to originate here and travel to the communities north and south of US 34 via SH 257. In addition, SH 257 north of US 34 is identified as an RTC by the NFRMPO *2040 Regional Transit Element* (2015a). A carpool lot currently exists at this location, and the I-25 EIS proposed improvements include an express bus station that would serve the express bus route running along US 34 Business. There is an opportunity for future improvements to further evaluate these two crucial future transit nodes together. Because of their proximity to each other, a chance to combine them into one prospective transit node might exist. **Section 2.3.1** describes how these opportunities were accommodated by the Recommended Alternative.
- In the Greeley Expressway and East End segment, most of the potential future routes follow US 34 Business. However, there is a potential future Bustang Outrider route to Fort Morgan or Sterling that would follow US 34. In addition, GET has planned for one future regional route to travel on US 34 from Greeley Mall Transfer Center to Loveland, and the I-25 EIS identified a future Commuter Bus Transit Station at 8th Avenue and 24th Street. The existing Greeley Mall Transfer Center is a vital transit node to be considered when evaluating transit access from US 34. **Section 2.3.1** describes how these opportunities were accommodated by the Recommended Alternative.

3.4 Bicycle and Pedestrian Facilities

Numerous existing and planned bicycle and pedestrian facilities exist within in the Study Area. This section summarizes the existing condition of the non-motorized facilities in the Study Area and presents the bicycle and pedestrian facility analysis that was completed for the PEL Study. The considerations outlined in this section were used to inform the transit concepts evaluated during the alternatives development process (see **Section 2.0**) and ultimately incorporated into the Recommended Alternative.

3.4.1 Existing Conditions

Most of the bicycle and pedestrian existing facilities are concentrated within the city limits of Loveland and Greeley; not many facilities exist outside of the municipal boundaries. The types of bicycle facilities within the area include bike lanes, bike routes, and shared use paths. Pedestrian facilities within the region include sidewalks, and shared use paths or trails.



The bicycle facilities along the corridor mostly intersect rather than follow US 34. Few bicycle facilities exist along US 34, yet several bicycle facilities parallel the US 34 corridor and provide east-west connectivity. Pedestrian facilities vary along the US 34 study corridor and include detached sidewalks, attached sidewalks, and shared use paths; some sections have no sidewalks.

The infrastructure to accommodate bicycle and pedestrian movement across US 34 includes unsignalized intersections, signalized intersections, and underpasses. On the western side of the corridor, two underpasses of US 34 exist. The first underpass is east of Cascade Avenue and the other is east of Boise Avenue. On the eastern side, one existing underpass is at 15th Avenue Court. This underpass connects two residential neighborhoods on both sides of US 34, and it is located close to the Greeley Mall Transit Center. Additional details on existing bicycle and pedestrian facilities are included in the *Corridor Existing Conditions Report* (**Appendix B**).

3.4.2 Bicycle and Pedestrian Analysis

The existing bicycle and pedestrian infrastructure along and across the US 34 corridor offers some east-west and north-south connectivity, but gaps still exist. Within the urbanized areas, US 34 has many bicycle and pedestrian gaps but, in some cases, parallel or alternate routes provide similar east-west connectivity. Within the regional network of RNCs, the US 34 corridor is an essential east-west connection. However, as part of the regional network, not many alternate or parallel facilities exist. Therefore, the missing gaps within the regional network become a more significant issue. There is a gap in the east-west regional network in the Loveland 6-Lane and Johnstown-Greeley segments on US 34 and no alternate east-west routes currently exist, resulting in an incomplete regional bicycle and pedestrian network. Additionally, several barriers for bicycle and pedestrian mobility exist in the Study Area. The I-25 interchange is a barrier to east-west connectivity, and the US 34 corridor itself acts as a barrier for north-south pedestrian mobility.

Several plans have analyzed the existing bicycle and pedestrian networks and have proposed improvements to help complete existing local and regional bicycle and pedestrian networks. Regional improvements include recommendations from NFRMPO's *2016 Non-Motorized Plan* (2017) and the *2013 Regional Bicycle Plan*, which propose 12 RNCs in the region (see **Appendix B**). In these plans, the US 34 RNC (RNC 11) is proposed to connect to multiple RNCs as a shared-use trail that is separated from the highway. The NFRMPO *Regional Bicycle Plan* (2013) divides the corridor into six segments and provides more detail about what each segment is envisioned to be. This vision is illustrated on **Figure 2-9**, where the *Regional Bicycle Plan* recommendations are contrasted to the Recommended Alternative.

Local plans from Loveland, Johnstown, Windsor, and Greeley all provide recommendations to complete the bicycle and pedestrian network. Regarding east-west connectivity along US 34, most of the recommendations include a bicycle facility in parts of US 34 or along a parallel route.

As the US 34 corridor continues to develop, opportunities regarding proposed improvements to the local and regional pedestrian network should be considered to enhance corridor mobility. A completed local and regional bicycle and pedestrian network is an important part of providing mobility options within the Study Area. The PEL process provided the opportunity to consider and accommodate proposed improvements to the network that would help close the gaps and build a complete system. A summary of how the Recommended Alternative would accommodate and address non-motorized needs in the corridor is included in **Section 2.3.1**.

3.5 Access Control Plan

Access along Colorado State Highways is generally administered by CDOT on a case-by-case basis, as prescribed by the latest edition of the State of Colorado State Highway Access Code (2002). Per the



Access Code, CDOT or a local authority may develop an ACP for a segment of highway that defines access locations, level of access, and traffic control for future conditions. ACPs for state highways are binding agreements adopted by CDOT and the local authorities through an intergovernmental agreement (IGA).

An ACP is a long-range planning document that identifies access conditions that will be implemented as highway and land-use characteristics change. Developing an ACP provides CDOT and the local authorities with the opportunity to develop a single transportation plan that considers multiple access points along a segment of highway as a network rather than as individual access points. Corridor-specific issues such as intersection spacing, traffic movements, circulation, land use, topography, alternative access opportunities and other local planning documents, may be considered in developing the plan. ACPs do not define capacity improvements, off-network improvements, or funding sources for access improvements. However, in combination with a PEL Study, these elements can be considered in conjunction with the ACP.

ACPs are implemented as development and growth occur in the future, and when one of the following triggers along the corridor is met:

- Redevelopment that increases traffic by 20 percent or more
- Publicly funded projects by CDOT or a local agency
- Safety or operational issues

If nothing changes and the triggers are not met, accesses will remain in their existing condition. ACPs are living documents that can be amended in the future as dictated by the associated IGA.

The *US 34 ACP* was prepared by CDOT in conjunction with Loveland, Greeley, Evans, Kersey, and Larimer and Weld Counties in 2003. The purpose of the study was to develop a detailed interim and ultimate plan for access along the US 34 corridor from the US 34/I-25 interchange on the west to the US 34/WCR 55 intersection east of Kersey that would guide future land use and transportation decisions. The *US 34 ACP* was adopted through an IGA signed by CDOT and all participating local agencies. The IGA committed each signatory to regulating access in conformity with the *US 34 ACP* (CDOT, 2003b). The signatory communities to the *US 34 ACP* have shown their continued commitment to the access modifications shown in the existing ACP by participating in the robust amendment process for the US 34 corridor. In recognition of the plan's long-range nature and the potential for conditions to change over time, the amendment process requires mutual agreement of the IGA parties on modifications to the plan.

If improvements east of I-25 are pursued that are not consistent with the *US 34 ACP*, the ACP may need to be amended in accordance with the IGA before implementation. For example, if a grade-separated expressway is implemented east of I-25, 3/4-movement access points may need to be reconsidered based on safety, operations, and driver expectancy. In this case, alternative access to affected properties must be provided and a formal amendment to the ACP must be made. Amendments to the *US 34 ACP* require support of 75 percent of the IGA signatories and may require additional public process.

West of I-25, CDOT, Loveland, and Larimer County are developing a new ACP for US 34 between LCR 27 and I-25 concurrently with the US 34 PEL Study. The majority of the plan is concentrated in Loveland city limits, with portions located within unincorporated Larimer County. The Loveland US 34 ACP will recommend a single overall access scenario that defines location and level of access for each access point. The access improvements recommended in this plan were considered during the PEL's alternatives process. Further, the Loveland US 34 ACP will provide flexibility to accommodate intersection configurations where multiple design options were identified for the Recommended Alternative in the Foothills, Loveland Urban, and Loveland 6-Lane Segments, as detailed in **Section 2.3**. It is anticipated that CDOT, Loveland, and Larimer County will enter into an IGA to adopt the Loveland US 34 ACP in early 2019.

Environmental Overview

The purpose of this section is to summarize likely environmental resources within the US 34 Study Area, and identify potential environmental impacts from the Recommended Alternative so they can be avoided or minimized to the extent possible during future design refinements. The Recommended Alternative has been conceptually designed to meet the project Purpose and Need, and specific mitigation measures for environmental impacts will be determined during subsequent NEPA evaluation processes and included in final plans as improvements move to construction.

An environmental scan was prepared as part of the US 34 PEL Study to identify resources early in the process to avoid fatal flaws and to consider sensitive environmental resources during the development and evaluation of alternatives. The environmental scan, included in the *US 34 PEL Alternatives Report (Appendix C)*, contains additional resource details and mapping. All the resource topics summarized in the environmental scan will need to be revisited during subsequent NEPA review processes for individual projects developed out of the US 34 PEL Study.

4.1 Environmental Analysis

The environmental resources that were studied for the PEL were selected based on the characteristics of the Study Area and are generally consistent with NEPA as well as FHWA and CDOT guidelines.

4.1.1 Aquatic Resources

Aquatic resources address water-related resources within the Study Area, including wetlands and other surface waters (for example, streams, rivers, ponds, and lakes). Aquatic resources are protected by Section 404 of the federal Clean Water Act (CWA) and Executive Order (EO) 11990 Protection of wetlands. Under Section 404 of the CWA, impacts to waters of the United States, including wetland and open waters, must be avoided, minimized, or mitigated to ensure that there is no net loss of functions and values of jurisdictional wetlands. Additionally, impacts to nonjurisdictional waters of the United States may be subject to compensatory mitigation because of project activities and/or funding. The following federal and state regulations also apply to aquatic resources:

- Section 401 and 402 of the CWA
- Safe Drinking Water Act (40 CFR Parts 141-143)
- Erosion and Sediment Control on Highway Construction Projects (23 CFR 650 Subpart B)
- Colorado Water Quality Control Act (Colorado Revised Statutes [CRS] Title 25, Article 8)

Using the U.S. Fish and Wildlife Service (USFWS) National Wetlands Inventory (2018), Colorado Wetland Inventory (CNHP, 2018), U.S. Geological Survey (USGS) 7.5-minute topographic maps (1950, 1969, 1980a, 1980b, 1984a, and 1984b), and Google Earth aerial photography (Google Earth, 2016), 58 aquatic resources, consisting mainly of surface water features, have been identified in the Study Area. The aquatic resources breakdown is 9 wetlands, 1 lake, 7 ponds, and 42 individual linear surface water crossings. Each crossing of a linear surface water feature is counted individually even though the same stream may be crossed multiple times (e.g., the South Platte River crosses the Study Area three times). Most of the wetlands identified are classified as palustrine emergent or palustrine forested, with most occurring along rivers and drainages (Cowardin et al., 1979).

Within each segment, the Recommended Alternative has the potential to impact aquatic resources when roadway cross sections are updated either by the need to expand a bridge or culvert to the width of the new cross section or by impacting roadside wetlands. Intersection improvement in the Johnstown-Greeley, Greeley Expressway, and East End segments cross several waterways.



4.1.1.1 Next Steps and Mitigation Strategies

Aquatic resources should be delineated during the NEPA process in the areas that could be impacted by project-related activities in accordance with the 1987 U.S. Army Corps of Engineers (USACE) *Wetland Delineation Manual* and the regional supplements to the Wetland Delineation Manual: Western Mountains, Valleys and Coast Region (Version 2.0) (2010a), and Great Plains Region (Version 2.0) (2010b). To the greatest extent practicable, future planning and design will be required to incorporate avoidance and minimization of impacts to known wetland areas so that there is no net loss of wetland functionality. Where avoidance would not be practicable, impacts to wetlands could be minimized by using temporary and permanent best management practices to reduce direct and indirect impacts to these resources.

Each surface water identified has the potential to be considered jurisdictional by the USACE, resulting in impacts to surface waters that would likely be permitted under a Section 404 Nationwide Permit of the CWA. Only the USACE has the authority to make a final determination regarding jurisdiction, permit type, and mitigation. Impacts under 0.5-acre often are permitted under existing nationwide permits. Impacts greater than 0.5-acre may require obtaining an Individual Permit. An Individual Permit includes a public notice and would trigger a NEPA review and decision by the USACE. Generally, mitigation would be required under either permit type for impacts exceeding 0.1-acre of jurisdictional waters of the United States, including wetlands.

A Section 404 permit would likely be required from the USACE to authorize placement of dredge and fill. CDOT mitigates for wetland impacts regardless of CWA jurisdiction. A CDOT wetland finding will be required if permanent wetland impacts exceed 500 square feet or if temporary and permanent impacts combined exceed 1,000 square feet. This does not include impacts to open water areas.

4.1.2 Biological Resources

Biological resources are protected under multiple laws and regulations, including the following:

- Endangered Species Act of 1973
- Colorado's Non-game and Endangered Species Conservation Act of 1973
- Senate Bill 40 – Protection of Fishing Streams
- Migratory Bird Treaty Act (MBTA) of 1918
- Bald and Golden Eagle Protection Act of 1940
- EO 13186, *Responsibilities of Federal Agencies to Protect Migratory Birds*
- EO 13112, *Safeguarding the Nation from the Impacts of Invasive Species*
- Colorado Noxious Weed Act of 1990

4.1.2.1 Federally Listed Species

For the purposes of the analysis prepared for this PEL Study, biological resources refer to all flora and fauna not covered in **Section 4.1.1, Aquatic Resources**, with the main emphases being on federal and state threatened and endangered species. Fourteen federal- and 22 state-listed species were found to have the potential to occur within or downstream of the Study Area. Federal-listed species were identified using USFWS's online Information for Planning and Consultation (IPaC) decision support system (2017). State-listed species were identified using data from Colorado Parks and Wildlife (CPW) Threatened and Endangered List (2017) and Colorado Natural Heritage Program (CNHP) Tracking List (2017) databases. In addition to the federal- and state-listed species, suitable habitat for migratory birds is present throughout the Study Area as well as habitat for species tracked by CPW. No critical habitat for any federal-listed species occurs within the Study Area (USFWS, 2017).

Five of the federally-listed species (Least Tern [*Sterna antillarum*], Piping Plover [*Charadrius melodus*], Whooping Crane [*Grus americana*], pallid sturgeon [*Scaphirhynchus albus*], and western prairie fringed



orchid [*Platanthera praeclara*]) are listed because they occur downstream of the Study Area and could be impacted by projects that would result from water depletions to the South Platte River system. At this time, projects are not expected to acquire in-stream water, and any water usage for construction activities would be derived from municipal sources; therefore, there is no potential for these species to be impacted by the projects.

Four other federally-listed species were found to have potentially suitable habitat within the project area, including greenback cutthroat trout (*Oncorhynchus clarki stomias*), Preble's meadow jumping mouse (*Zapus hudsonius preblei*), Colorado butterfly plant (*Gaura neomexicana* var. *coloradensis*), and Ute ladies'-tresses orchid (*Spiranthes diluvialis*). The Big Thompson and South Platte Rivers have potential habitat for these species.

4.1.2.2 State Listed Species

Of the 22 state-listed species found to have potential to be within the Study Area, suitable habitat exists for Preble's meadow jumping mouse (state-threatened species), Burrowing Owl (*Athene cunicularia*; state-threatened species), Northern leopard frog (*Lithobates pipiens*; state special-concern species), black-tailed prairie dog (*Cynomys ludovicianus*; state special-concern species), and common garter snake (*Thamnophis sirtalis*; state special-concern species). Potential habitat for Preble's meadow jumping mouse, Northern leopard frog, and common garter snake occur along riparian corridors. The Big Thompson and South Platte Rivers, as well as several of the other smaller water features, have potential habitat for these species. Potential habitat also exists for the Burrowing Owl near an active prairie dog colony within the Study Area.

4.1.2.3 Migratory Birds

To identify raptors and other migratory birds protected by the MBTA, GIS data from CPW Natural Diversity Information System (CPW, 2016) was reviewed to identify potential mapped raptor nest locations in and near the Study Area. According to the available data, three Bald Eagle (*Haliaeetus leucocephalus*) and two Osprey (*Pandion haliaetus*) nests occur within 1 mile of the Study Area. The vegetation communities in the Study Area provide habitat to support a variety of nesting migratory birds.

4.1.2.4 Other Wildlife

The Study Area occurs within the overall range for several game species that CPW tracks, including black bear (*Ursus americanus*), elk (*Cervus canadensis*), mountain lion (*Puma concolor*), mule deer (*Odocoileus hemionus*), white-tailed deer (*O. virginianus*), Canada Goose (*Branta canadensis*), and Wild Turkey (*Meleagris gallopavo*). The overall range for black bear, elk, and mountain lion overlap the Foothills, Loveland Urban, and Loveland 6-Lane segments. The range for Wild Turkey is limited to the Foothills and East End segments. The range for mule deer, white-tailed deer, and geese cover the entire project area. No federal wildlife reserves are located in the Study Area. The Browsers State Wildlife Area is located approximately 0.5-mile south of US 34 near the US 34/US 85 interchange.

4.1.2.5 Noxious Weeds

The *Colorado Noxious Weed Act* (Title 35 Article 5.5) has identified plants that are a "threat to the natural resources of Colorado" and assigned them to one of three lists to determine the appropriate level of containment.

- List A: Species that are considered rare and designated for eradication
- List B: Species that must be managed to stop continued spread
- List C: Species that are managed in jurisdictions that have chosen to require management of the species



No List A species were observed within the Study Area. Each List B species is subject to different treatment levels depending on the county. The county then determines which List C species require treatment.

A review of CDOT 2016 noxious weed occurrence data (CDOT, 2016b) found a total of eight species located within the Study Area, as listed in **Table 4-1**.

Table 4-1. CDOT 2016 Noxious Weed Species Mapped Within the Study Area

Common Name/Scientific Name	Noxious Weed List		
	Colorado ^a	Larimer County ^b	Weld County ^c
Bouncingbet (<i>Saponaria officinalis</i>)	B	No	Yes
Canada thistle (<i>Cirsium arvense</i>)	B	Yes	Yes
Common burdock (<i>Arctium minus</i>)	C	No	Yes
Common mullein (<i>Verbascum thapsus</i>)	C	No	Yes
Musk thistle (<i>Carduus nutans</i>)	B	Yes	Yes
Puncturevine (<i>Tribulus terrestris</i>)	C	No	Yes
Russian olive (<i>Elaeagnus angustifolia</i>)	B	No	Yes
Scotch thistle (<i>Onopordum acanthium</i>)	B	Yes	Yes

^a CDA, 2017

^b Larimer County, 2017b

^c Weld County, 2017

All projects have the potential to spread noxious weeds by disturbing land that has noxious weeds present.

4.1.2.6 Next Steps and Mitigation Strategies

Threatened and endangered species (and their habitats) are ecologically important to the ecosystems in the Study Area. Potential impacts should be carefully considered when developing the design of future projects that may result from this PEL Study. A comprehensive and updated special-status species lists will be obtained during the NEPA phase of each subsequent project. Based on the special-status species list, surveys for federal- and state-listed species should be conducted during the appropriate seasons, per USFWS and CPW recommendations. If species of concern are found to be within the Study Area, further coordination with the appropriate regulatory agencies must take place and suitable measures will need to be developed to avoid and/or minimize impacts to these sensitive resources. Depending on the presence of habitat and potential impacts to those habitats, formal consultation with the USFWS and other regulatory agencies may be required.

To protect species covered under the MBTA, if construction of any elements of the Recommended Alternative is proposed during the nesting season, preconstruction surveys for nesting birds (including eagles and other raptors) may be required. The nesting season is species-dependent and can range from April 1 to August 31. If active nests are found to be present within the project area, buffer zones will be established in coordination with the appropriate regulatory agencies and under the guidance of a qualified biologist, until the young have fledged. Further guidance on required surveys can be found in Section 240 Protection of Migratory Birds of the CDOT *Standard Specifications for Road and Bridge Construction* (CDOT, 2016c).

As elements of the Recommended Alternative progress, a noxious weed survey may be required to map any noxious weed populations. If found within the project area, an integrated noxious weed management plan may also need to be prepared. Regardless of whether an integrated noxious weed



management plan is required, the construction contractor for any recommended project would be required to follow the revised Section 217 of the CDOT *Standard Specifications* (2016c) and implement CDOT best management practices.

4.1.3 Cultural Resources

Federal legislation requires that federal government agencies assess the impacts of their decisions and actions on cultural resources before approving such actions. This legislation also provides a regulatory framework for the identification, evaluation, protection, and management of cultural resources. Cultural resources, including both archaeological and historic (buildings/structures/built environment) properties, are primarily protected through the National Historic Preservation Act (NHPA) of 1966 (54 United States Code [USC] §300101) and its implementing regulations (Protection of Historic Properties, 36 CFR Part 800). Section 106 is the primary portion of the NHPA relevant to cultural resource investigations and is codified in 54 USC §306108. Historic properties include prehistoric- or historic-age sites, buildings, structures, districts, objects, or properties of traditional religious and cultural importance to a Native American tribe that are included in or eligible for inclusion in the National Register of Historic Places (NRHP). Historic properties are evaluated for NRHP eligibility based on criteria outlined in 36 CFR Part 60 and must retain sufficient integrity to convey significance. Cultural resource investigations typically use an age threshold of 50 years or older when identifying resources. Large-scale construction and infrastructure projects, such as highway investigations, often use 45 years as the threshold to allow a 5-year review period. Occasionally, properties that are less than 45 or 50 years old may be considered eligible if they are of exceptional importance.

The NHPA also requires consultation with Native American tribes and encourages coordination with other relevant statutes that are part of the larger environmental review process. These statutes vary depending on the location and results of the project, but for highway projects, they typically include Section 4(f) of the U.S. Department of Transportation (DOT) Act of 1966 (49 USC §303, 23 USC §138, and 23 CFR 774) and NEPA (42 USC §4321; 40 CFR Parts 1500-1508). Section 4(f) mandates that agencies of the DOT, including FHWA, cannot approve the use of historic sites unless there is no feasible and prudent alternative to the use of that location and the project includes all feasible planning to minimize harm or the project results in a *de minimis* impact. NEPA requires consideration of a broad range of factors related to the environment, including cultural and historic resources. Therefore, Section 106 compliance is one of the many required aspects of consideration in the NEPA process. In consideration of overlapping factors, the NHPA allows for a parallel, coordinated Section 106 and NEPA review process.

On a state level, cultural resource investigations are governed by the Colorado Historical, Prehistorical and Archaeological Resources Act of 1973 (CRS 240-80-401 to 410 and CRS 24-4-101) and its implementing regulations (8 CCR 1504-7). CDOT must comply with this legislation, and therefore it typically requests cultural resource investigations at various levels when state land or funding is involved. When both the Colorado Historical, Prehistorical and Archaeological Resources Act and Section 106 of the NHPA are triggered, the Section 106 investigation typically ensures compliance with both federal and state regulations. Additionally, many communities (including Greeley, Loveland, and Windsor) have municipal preservation laws.

A file search was conducted in mid-2017 for the *Corridor Existing Conditions Report (Appendix B)* to gather baseline information on potential cultural resources that may be impacted by proposed improvements along the US 34 corridor. The file search area consisted of the existing US 34 ROW, which is variable in size, with an additional buffer of 50 feet extending out to either side of the ROW boundary. This area was chosen to provide a representative overview of cultural resources that intersect or are directly adjacent to the highway and may be encountered by potential improvements. File search data were gathered from a variety of sources including the Colorado Office of Archaeology and Historic



Preservation (OAHP), historic maps, and county and municipal records. OAHP data include a search of the COMPASS database, which includes records of cultural resources (archaeological sites, and historic resources such as architectural properties and linear sites). Cultural resources listed on the State Register of Historic Properties (SRHP) and NRHP are included in the OAHP data. Properties that have been listed on the NRHP or SRHP, and those that have been assessed as eligible for inclusion on these registers, are included in this analysis, as are those known to have local historic landmark designations. No fieldwork was conducted to confirm the locations and conditions of the properties.

Table 4-2 shows historic properties located within the file search area for this study and that are listed in or that were evaluated as eligible for listing in the NRHP or SRHP. While the file search did reveal previously documented cultural resources in the file search area, none of these properties have been listed in the NRHP or SRHP. Twenty-six are considered eligible for listing, one is listed as Needs Data (and therefore is to be treated as though it is NRHP-eligible), and another is a historical marker and does not have an assessment. Historic resources listed as not eligible are listed in **Appendix B**.

Table 4-2. NRHP-Listed and NRHP-Eligible Historic Properties Located within the Study Area

Site Number	Description	Name	NRHP Status
Larimer County			
5LR.503	Ditch	Loveland - Greeley Canal (entire resource)	Needs Data
5LR.503.2 5LR.503.3	Ditch	Loveland - Greeley Canal; Greeley and Loveland Ditch and the Chubbuck Ditch (segments)	Officially Eligible
5LR.1731.1 5LR.1731.8	Railroad	Colorado Central Railroad, Colorado & Southern Railroad, BNSF (segments)	Officially Eligible
5LR.1815.2 5LR.1815.3 5LR.1815.12	Railroad	UPRR (segments)	Officially Eligible
5LR.8928.1 5LR.8928.3	Ditch	Farmer's Ditch	Officially Eligible
5LR.9631	Ditch	Barnes Ditch, Big Barnes Ditch	Officially Eligible
5LR.9881	Hotel	Columbine Camp, Columbine Cabin Court, Columbine Court, Estate Services	Officially Eligible
5LR.11182	Historic Farm	Eunice Linn Farmstead	Officially Eligible
5LR.11188	Historic Farm	David Barnes Farm, Hill Farm	Officially Eligible
5LR.11209	Historic Farm	Peters Farm Drake, Farm, Schmer Farm	Officially Eligible
5LR.11210	Historic Farm	McDonough Farm	Officially Eligible
5LR.11288	Residence	Chalfant House, Ackerman Residence	Officially Eligible
5LR.11297	Historic Farm	Lauver Farm	Officially Eligible
5LR.11299	Historic Farm	Zeiler Farm	Officially Eligible
5LR.13318.2	Road	US 34	Officially Eligible
Weld County			
5WL.841	Railroad	Great Western Railroad (entire resource)	Officially Eligible
5WL.841.5	Railroad	Great Western Railroad (entire resource)	Field Eligible
5WL.843	Ditch	Greeley No. 3 Canal (entire resource)	Officially Eligible



Table 4-2. NRHP-Listed and NRHP-Eligible Historic Properties Located within the Study Area

Site Number	Description	Name	NRHP Status
5WL.843.13	Ditch	Greeley No. 3 Canal (entire resource)	Field Eligible
5WL.898	Ditch	Loveland Greeley Canal (entire resource)	Field Eligible
5WL1969.85	Railroad	UPRR (segment)	Field Eligible
5WL.4661	Residence	Haefeli Quadruplex	Field Eligible
5WL.7549	Historical Marker	Loveland Historical Marker	No Determination

UPRR = Union Pacific Railroad

The file search indicated that, while cultural resource inventories have been conducted in the area and resulted in the resources discussed in **Table 4-2**, much of the US 34 corridor has not been surveyed at any point in the past or the inventories were conducted over 10 years ago and therefore may be out of date. A review of supplementary data sources, including Larimer and Weld County Assessors' records and historic maps of the area, demonstrates that previously undocumented historic resources exist within the area of review. Architectural properties and linear resources such as ditches, roads, railroads, and utility lines are the most prevalent, but other portions of the built environment meet the age criterion for evaluation under Section 106 of the NHPA and would require documentation and review for eligibility and effects. Archaeological resources have been documented in the area, and the history of human activities and occupation, as well as the general topography, suggest the potential for previously undocumented archaeological properties, both prehistoric and historic in age along US 34. None of the archaeological resources that have been documented are NRHP-eligible; however, most previous investigations have been tightly constrained to narrow road, railroad, and utility corridors where the ground was already disturbed. Because the data gathered for this PEL Study are the results of a literature review and prior investigations, they do not necessarily include all cultural resources present in the US 34 corridor.

Archaeological and historic resources are non-renewable, and, despite best efforts, cannot be completely restored or reconstructed once they are disturbed or destroyed. The Recommended Alternative has the potential to adversely impact cultural resources through direct physical effects where improvements directly intersect site boundaries. Direct effects can occur from actions such as re-aligning the highway, expanding the road to six lanes, creating interchanges and turn lanes, and elevating the highway. Indirect impacts can include visual impacts that may alter the setting by introducing new elements to the area or auditory impacts that also have the potential to affect setting. Actions such as raising the road from ground level to an elevated overpass, changing traffic patterns, or changing the cross section of a roadway may change the setting of historic properties and create indirect impacts.

4.1.3.1 Next Steps and Mitigation Strategies

As individual projects from the Recommended Alternative are identified and move forward through design and NEPA review, it is recommended that cultural resources inventories (Class III archaeological/ Intensive historical) be conducted, and should encompass the entire Area of Potential Effect (APE) for each project for a complete NRHP eligibility and effects analysis. APEs for individual projects may be larger or smaller than this review corridor, depending on the scope of the project and the resources within the APE. If there is a federal action or approval for the project, then these inventories must fulfill the requirements of Section 106 of the NHPA and include consultation with the OAHF as well as local governments (for example, the Cities of Loveland and Greeley) and Native American tribes. Such coordination is imperative as part of the NRHP for eligibility and effects analysis, as well as the development of resource-specific mitigation strategies if adverse impacts do occur. Avoidance of



adverse impacts to cultural resources that are listed in, or eligible for listing in, the NRHP, SRHP, and Local Landmark status is preferred over mitigation, which may result in time consuming and costly data recovery excavations of archaeological resources or highly intensive archival documentation of historic resources.

Additionally, historic properties of national, state, or local significance that are eligible for listing or are listed in the NRHP may also qualify as Section 4(f) properties under the DOT Act of 1966. Therefore, the Section 4(f) review and approval process should be done concurrently with the Section 106 review for consistency and efficiency when consulting with the State Historic Preservation Office and other consulting parties.

4.1.4 Environmental Justice

Environmental justice is a public policy goal of promoting the fair treatment of people of all races, cultures, and incomes with respect to the development, adoption, implementation, and enforcement of environmental laws and policies. It is defined through the following principles that, when implemented, help ensure the fair distribution of the benefits and burdens associated with any program or activity receiving federal financial assistance:

- To avoid, minimize, or mitigate disproportionately high and adverse human health and environmental effects, including social and economic effects, on minority and low-income populations
- To ensure the full and fair participation by all potentially affected communities in the transportation decision-making process
- To prevent the denial of, reduction in, or significant delay in the receipt of benefits by minority and low-income populations

Based on data from the U.S. Census Bureau’s American Community Survey 5-year estimates (2011-2015) (Census, 2017), both minority and low-income populations are present within the Study Area¹. Sixty-eight of the 139 census block groups within the Study Area contain larger minority populations than the respective county average (17 percent in Larimer County and 33 percent in Weld County). Similarly, 67 census block groups contain larger low-income populations than the respective county average (15 percent in Larimer County and 14 percent in Weld County). Minority and low-income populations are concentrated within central Loveland, Greeley and Evans, with a few outlying block groups with low-income populations (for example, in Greeley’s western city limits and southeast Windsor). An overview of the statistics for the Study Area is provided in **Table 4-3**.

Table 4-3. Minority and Low-income Households in the US 34 PEL Study Area

Location	Total Population	Total Households	Percent Minority	Percent Low-Income
US 34 PEL Study Area	235,250	87,091	30	15
Larimer County	318,227	125,138	17	15
Weld County	270,948	94,294	33	14

Source: Census, 2017; HUD, 2016

Both beneficial and negative impacts from the Recommended Alternative would be expected in areas where minority and low-income populations have been identified. Whether these impacts would be

¹ Minority populations are defined as census-defined races other than White, Non-Hispanic. Low-income households are calculated using Housing and Urban Development’s (HUD’s) low-income thresholds established for Larimer and Weld Counties, which is based on the U.S. Department of Health and Human Services poverty guidelines.



predominantly borne by these populations or considered high and adverse would need to be evaluated as elements of the Recommended Alternative move into NEPA, and when more detailed project design is available. Conceptual design of the Recommended Alternative indicates that there are areas where additional ROW may be required from properties adjacent to US 34. An increase in noise levels and changes to the visual environment would also be expected, particularly in locations where the roadway profile would be raised. In locations where the roadway cross section would be wider, it could be more difficult for bicycles and pedestrians to reach transit. Short-term construction-related impacts would also be expected to be greatest in communities adjacent to US 34.

The Recommended Alternative would be expected to benefit the general population, including minority and low-income residents, by improving safety, mobility, and traffic flow. Most project segments also include bicycle and pedestrian connections and improvements, and will accommodate transit service on US 34, where none currently exists.

4.1.4.1 Next Steps and Mitigation Strategies

As the project moves forward into NEPA and more detailed design is available, the following is recommended:

- Field visit and coordination with local jurisdictions to confirm desktop analysis and evaluate the need for specialized outreach
- In areas adjacent to construction limits, consider updating census data to reflect the most current available
- Coordination with other resource evaluations to ensure all protected populations that fall under the umbrella of CDOT's Title VI program (for example, advanced age, disability, or limited English proficiency) are considered

Once ROW requirements and other impacts can be quantified and associated mitigation measures reviewed, the distribution of impacts should be evaluated to identify whether project activities have the potential to cause disproportionately high and adverse effects to minority and low-income populations. If disproportionately high and adverse effects are identified, additional mitigation measures would need to be considered.

4.1.5 Floodplains

Construction within a floodplain or floodway has the potential to change or impede the function of the floodplain, and result in new or increased flooding risk to facilities within and adjacent to the area. Communities must regulate development in these areas so that there are no increases in flood elevations. In addition to federal regulatory requirements, the CDOT *NEPA Manual* (2017c) divides floodplains into two areas: the floodway and the flood fringe. The flood fringe is the portion of the 100-year floodplain located outside of the designated floodway. There are four Federal Emergency Management Agency- (FEMA) mapped floodplains within the US 34 Study Area, consisting of the following three types: regulatory floodway, 100-year, and 500-year:

- Regulatory floodway refers to the channel of a river or other watercourse and the adjacent land area that must be reserved to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height. Communities must regulate development in these floodways to ensure that there are no increases in upstream flood elevations.
- 100-year floodplain is defined as areas subject to inundation by the 1-percent annual chance flood event generally determined using detailed or approximate methodologies.
- 500-year floodplain is defined as areas with a 0.2-percent annual chance of flooding.



Three regulatory floodways cross the Study Area: Big Thompson River, Sheep Draw, and the South Platte River. Each regulatory floodway has both a 100-year and 500-year floodplain that extends into the Study Area. Lake Loveland is classified as a 100-year floodplain, but has no designated floodway.

The regulatory floodway of the Big Thompson River encroaches on US 34 in three locations within the Foothills segment. Lake Loveland's floodplain does not appear to infringe on US 34 within the Loveland Urban segment. The regulatory floodway of Sheep Draw crosses US 34 around 95th Avenue in the Greeley Expressway segment. Within the East End segment, the regulatory floodway of the South Platte River crosses US 34 once; however, the majority of roadway appears to be excluded from the floodway.

The Recommended Alternative has the potential to impact floodways and floodplains in the Foothills, Loveland Urban, Greeley Expressway, and East End segments. The baseline floodplain data above should be used so that project improvements allow passage of the 100-year flood, to avoid or minimize encroachment into floodplains to the maximum extent possible.

4.1.5.1 Next Steps and Mitigation Strategies

During project development after the PEL Study, the need to conduct a hydraulic study in accordance with 23 CFR 650A should be determined by CDOT. Under the requirements of EO 11988, Floodplain Management, all federal-aid projects must make diligent efforts to achieve the following:

- Avoid adverse effects and incompatible floodplain development
- Minimize the impact of highway actions that adversely affect the base floodplain
- Restore and preserve the natural and beneficial floodplain services
- Be consistent with the standards/criteria of FEMA's National Flood Insurance Program

Other federal, state, and local requirements for floodplains impacts discussed in Chapter 4 of the *Colorado Floodplain and Stormwater Criteria Manual* (Colorado Water Conservation Board, 2006) will need to be satisfied, if applicable. These could include, but are not limited to, the following:

- FEMA map revisions
- Section 404 of the CWA permit
- Colorado State Floodplain Development permit
- Erosion Control permit
- Construction Stormwater Discharge permit
- Construction Dewatering permit

4.1.6 Hazardous Materials

Hazardous materials include substances or materials determined by the U.S. Environmental Protection Agency to be capable of posing an unreasonable risk to health, safety, or property. Hazardous materials may exist within the Study Area at facilities that generate, store or dispose of these substances, or at locations of past releases of these substances. Examples of hazardous materials include asbestos, lead-based paint, heavy metals, dry-cleaning solvents, and petroleum hydrocarbons (for example, gasoline and diesel fuels), all of which could be harmful to human health and the environment.

Hazardous materials are controlled by various state and federal regulations. NEPA mandates that decisions involving federal funds and approvals consider environmental effects from hazardous materials. Other applicable regulations include the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA) (42 USC 9601 et seq.), which provides federal authority for the identification, investigation, and cleanup of sites throughout the U.S. that are contaminated with hazardous substances (as specifically designated in the CERCLA) and the Resource Conservation and Recovery Act of 1976 (42 USC 321 et seq.), which establishes a framework for the management of both solid and hazardous waste. The federal Hazardous and Solid Waste Amendments



of 1984 established a new comprehensive regulatory program for underground storage tanks containing petroleum products and hazardous chemicals regulated under CERCLA.

Of the nine hazardous materials sites identified in the *Corridor Existing Conditions Report (Appendix B)*, three are located within the existing ROW and two are immediately adjacent to the existing ROW. The West Lake Dry Cleaners site in Loveland on US 34 between Van Buren Avenue and Taft Avenue, and the Yellow Freight System, Inc. site in the southwest quadrant of the US 34/WCR 13 intersection, are both adjacent to improvements in the Recommended Alternative, but no ROW acquisitions are proposed for those sites. Two sites, an oil leak and a gas line puncture, are located in the US 34 ROW, outside of the Study Area, within the US 34/I-25 interchange. A chemical spill site on US 34, between 47th Avenue and 35th Avenue in Greeley, is within the existing ROW. The sites within existing ROW could be encountered during construction of projects from the Recommended Alternative.

Of the 15 water wells identified in the Study Area, 4 of the wells were adjacent to US 34 or within the ROW (one is within the footprint of US 34 at Fall River Drive, and three are adjacent to US 34 between the 27th/28th Street and US 34 intersection and CR 47). Additionally, 114 oil/gas wells were identified within 500 feet of US 34, with several being located on parcels adjacent to US 34.

4.1.6.1 Next Steps and Mitigation Strategies

A Phase I environmental site assessment or CDOT initial site assessment should be completed for projects within the US 34 PEL Study Project Limits. The result of those initial investigations would determine whether additional investigations, including subsurface investigations, would be required. When possible, hazardous material sites should be avoided. Where hazardous sites cannot be avoided, mitigation may be required as a project commitment.

Additionally, US 34 east of I-25 is designated as a nonradioactive hazardous materials route. If detours are required during construction, this designation should be taken into consideration when developing those detours.

The exact location and condition, as well as potential impacts to water and oil/gas wells should be identified during subsequent project development steps. Undocumented wells that are encountered during subsequent project development steps and/or the decommissioning of existing wells would follow applicable state and local requirements.

4.1.7 Land Use and Socioeconomics

Socioeconomics depicts population, household, and employment trends and forecasts for the communities in the Study Area, which is the baseline data upon which future transportation improvements are analyzed and recommended. It is complemented by depictions and descriptions of current and future land uses that provide an understanding of areas of future growth and urbanization.

The population of Larimer and Weld Counties and almost all cities and towns in relative proximity to US 34 experienced a population increase in the past 15 years. Loveland added the most residents and households during this time with an additional 21,000 persons in about 10,000 households. Greeley added about 20,000 persons in about 6,000 households in the same time period. The greatest percentage of population and household increases, however, have been experienced in the smaller communities such as Evans, Johnstown, Milliken, and Windsor. Larimer and Weld Counties added approximately 60,000 jobs during this time period.

Forecasts indicate an approximate annual growth rate of 2.1 percent per year for the Study Area through 2040 for both population and households. Study Area employment is forecast to grow at 1.8 percent per year through 2040.



The west end of the corridor is in Larimer County and comprises open space and a mix of low-density land uses. Land uses moving east to the Loveland core include residential and commercial uses, including neighborhood services and big box stores. The Centerra mixed-use community is located along the I-25 and US 34 interchange and includes residential and regional commercial uses. There are more commercial services east of the interchange with additional services being added in Johnstown. East of this commercial node is primarily agricultural land interspersed with small pockets of commercial and residential development. There are commercial nodes in Greeley at major intersections. The more urban feel of Greeley quickly turns to a rural, pastoral landscape east of the South Platte River with commercial and residential activity seen in Kersey.

In general, the intensity of commercial activity along US 34 is likely to continue to increase given forecasts for population and employment growth in the Study Area and given the fact that future land uses envisioned for the corridor are primarily commercial and employment-based uses. Significant land use changes are unlikely on the very western edge of the corridor. In the Loveland core, the land use vision remains commercial surrounded by residential land uses. The I-25/US 34 interchange area is predominantly commercial. The corridor area east of the interchange is slated for the greatest change, with commercial and commercial mixed use slated just east of the interchange and in the area between Johnstown and Greeley. Land uses east of the interchange area tend to be commercial with some industrial and residential. In Greeley, commercial is anticipated at major intersection nodes interspersed with residential uses.

It is anticipated that the Recommended Alternative would result in long-term positive socioeconomic benefits to the US 34 corridor and the adjoining communities. The Recommended Alternative includes improvements to transportation mobility, infrastructure, safety and security, which should benefit current and future businesses and services that help provide the basis for improvements in the regional economy.

The Recommended Alternative would result in long-term positive benefits to land uses in the corridor. Forecast land uses include commercial and employment directly in the corridor. The Recommended Alternative is expected to complement the communities' land use plans. Significant residential development is forecast for the communities adjoining the corridor. Better and safer access as a result of the improvements provided in the Recommended Alternative would help benefit current and future businesses and residents.

There would likely be socioeconomic impacts (business impacts) resulting from project implementation. There may be businesses that would be permanently affected because of property acquisition needs. In the event this option is pursued, any acquisition of property must conform with state and federal requirements, including the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (Uniform Act). The Uniform Act is a federally mandated program that applies to all acquisitions of real property or displacements of persons resulting from federal or federally assisted programs or projects.

Otherwise, the businesses most affected would be those within the zone of construction. Temporary effects would include disruption of traffic flow, noise, dust, and restricted or change in access. Businesses with direct access to the area under construction could experience intermittent closures of their access during the period of construction. Coordination with businesses would occur to mitigate the impact of temporary access closure.

Despite efforts to maintain access and minimize construction inconveniences, some businesses could suffer a temporary decline in sales. Research for other similar projects suggest that the decline in sales will depend on the type of business and the fidelity of the clientele. Businesses that rely heavily on drive-by customers are more likely to be negatively affected by construction because of people avoiding the area. Businesses with a marginal capital base are likely to be the most affected. Potential negative



impacts might be offset by construction workers who purchase goods and services in the Study Area during project construction.

4.1.7.1 Next Steps and Mitigation Strategies

Next steps and mitigation strategies should be centered on helping maintain the long-term viability of the business community in the corridor communities. As aspects of the Recommended Alternative are further defined in future NEPA processes, strategies around the following topic areas should be developed:

- Access: Maintaining access to businesses during all phases of construction
- Communication: Strategy to ensure communication before, during, and after construction with all businesses (and residents) in the corridor
- Additional Signage: Reduced visibility from construction activities requires additional signage
- Regional Outreach: Keeping the local community and region informed about construction and that businesses are open
- Special Events/Marketing/Additional Marketing Mitigation: Additional outreach, special events, and extra marketing could be undertaken with local business organization and jurisdictions to ensure that area residents, businesses, and visitors know that corridor businesses remain open during construction.

4.1.8 Noise

Under 23 CFR 772, noise impact analyses are required to assess the exact nature of noise level changes resulting from a Type I project. The Recommended Alternative will likely result in numerous Type I projects, which generally consist of new traffic lanes; roadway alignment changes; and removal of noise barriers (natural or manmade), or addition of weigh stations, rest stops, ride-share lots, and toll plazas. Type I projects also include additions of new interchanges or alterations of existing interchanges. In all cases in which a project is identified as Type I, a noise analysis study is required if noise-sensitive receptors are present within the Study Area. Noise abatement must be considered for Type I projects where noise impact levels are identified at noise-sensitive receptors, even though the project itself may not cause or contribute to an increase in traffic noise.

Noise-sensitive receptors within 500 feet of US 34 were identified within the Study Area in accordance with CDOT guidelines. Online resources were used along with desktop utilities, such as Google Earth, to identify existing noise mitigation measures and noise-sensitive receptors along the study corridor. The locations of noise-sensitive activity categories within the Study Area are mapped in **Appendix B**.

Noise-sensitive activity categories found in the Study Area are defined as:

- Activity Category B: Residential properties
- Activity Category C: Active sport areas, amphitheaters, auditoriums, campgrounds, cemeteries, daycare centers, hospitals, libraries, medical facilities, parks, picnic areas, places of worship, playgrounds, public meeting rooms, public or nonprofit institutional structures, radio studios, recording studios, recreational areas, Section 4(f) sites, schools, television studios, trails, and trail crossings
- Activity Category E: Hotels, motels, timeshare resorts, vacation rental properties, offices, restaurants/bars, and other developed lands, properties, or activities not included in activity categories A through D or F (see **Appendix B** for complete category definitions)

Improvements proposed under the Recommended Alternative that could result in impacts to noise-sensitive receptors include construction of a roadway at a new location, moving traffic closer to



the receptors (halving the distance between the roadway and receptors), adding another through-lane in both directions on US 34, converting intersections to interchanges with ramps, and increasing the elevation of roadways more than 5 feet near noise-sensitive receptors. Noise-sensitive receptors that could be impacted by these improvements include the following:

- Activity B Category receptors, consisting of residences located within 500 feet of US 34 at Butte Road, Wilson Avenue, Taft Avenue, Cleveland Avenue, Lincoln Avenue, McWhinney Boulevard, between County Road 13 and County Road 15, east of County Road 15, east of 95th Avenue, east of 83rd Avenue, and between 71st Avenue and 11th Avenue
- Activity C Category receptors, including places of worship, parks and a natural area, a music lesson provider, hospitals and clinics, and schools
- Activity Category E receptors, including restaurants and hotels

4.1.8.1 Next Steps and Mitigation Strategies

During NEPA scoping and after the logical termini of the project is defined, a determination should be made whether the project is a Type I in accordance with 23 CFR 772 and whether a noise impact analysis is required. If it is determined that a noise analysis is required, then impacts to noise-sensitive receptors should be assessed during the NEPA review. The noise assessments will adhere to FHWA and CDOT noise evaluation standards and will model the existing and future conditions, evaluate noise increases at noise-sensitive receptors, and identify appropriate mitigation.

4.1.9 Recreational Resources

Parks and recreation areas of national, state, or local significance that are both publicly owned and open to the public are regulated under Section 4(f) of the DOT Act of 1966 [Section 4(f)]. Section 4(f) stipulates that DOT agencies, including FHWA, cannot approve the use of land from publicly owned parks, recreational facilities, wildlife and waterfowl refuges, or publicly or privately owned historic sites unless there is no feasible and prudent alternative to avoid the use of Section 4(f) resources and the action includes all possible planning to minimize harm to the Section 4(f) resource, or the project results in a *de minimis* impact to the Section 4(f) resource. Section 4(f) also applies if publicly owned land has been formally designated as a planned park or recreation area not yet developed and determined significant. Inclusion of the land and its function within a city or county master plan would be evidence of a formal designation.

Some park and recreational resources are regulated under the Land and Water Conservation Fund (LWCF) Act of 1965, which established a federal funding program to assist states in developing outdoor recreation sites. Section 6(f) of the LWCF Act prohibits the conversion of the property acquired or developed with these funds to a nonrecreational purpose without the approval of the National Park Service.

There are six parks and recreational facilities located within the Study Area that may qualify as Section 4(f) properties and may be used by the Recommended Alternative:

- Existing bike lanes adjacent to US 34 near the proposed Rossum Roundabout
- Existing bike lane east of Cascade Avenue that crosses under US 34
- Gateway Lakes Natural Area/Homestead Park near the proposed 35th Street interchange
- Bypass Trail near the proposed 35th and 47th Street US 34 interchanges
- Josephine Jones Park
- Colorado Potential Conservation Area

Section 6(f) applies to all recreational properties that were either purchased or improved with funds from the LWCF (FHWA, 2013). Section 6(f) protects these properties as public recreational use unless a



suitable (size, usefulness, monetary value) property can be found (FHWA, 2013). The LWCF Act is run by the National Park Service and administered locally in Colorado by CPW. The Recommended Alternative would not impact parks or recreational resources protected under Section 6(f).

4.1.9.1 Next Steps and Mitigation Measures

During subsequent NEPA reviews of projects, existing and potential park and recreational facilities that could be impacted should be evaluated for Section 4(f) applicability and use. Permanent incorporation, temporary occupancy (potentially exempt for construction) and constructive use should be evaluated, and avoidance and measures to minimize harm should be considered. When FHWA determines that a project as proposed would use a Section 4(f) property and there are no feasible or prudent alternatives that avoid use of Section 4(f) resources, there are three methods available to approve the use:

1) preparing a *de minimis* Impact Finding when there are no adverse effect to the activities, features, or attributes of the Section 4(f) resource; 2) applying a programmatic Section 4(f) evaluation for minor involvements with parks and recreational areas if the use meets specific criteria; 3) through preparation of an individual Section 4(f) evaluation if the use would result in adverse effects to the activities, features, or attributes of the 4(f) resource. If the proposed improvements result in a use of a Section 4(f) property, one of these approval processes must be completed.

4.1.10 Visual Resources

Visual resources are the natural and cultural features of the landscape that define its aesthetic quality and form the overall impression, or visual character, of an area. Visual impacts can generally be defined in terms of the relationship between a project's physical characteristics, the presence and location of viewers, and the character and quality of the environment in which a project is located. Because public concern over adverse visual impacts can generate controversy, the assessment of visual resources, evaluation of visual impacts, and consideration of mitigation and/or enhancement measures have become important components of the study, design, and implementation of most highway projects.

The Study Area is characterized by variable topography, generally flat in the more developed areas to the west and gently undulating to rolling in the more rural areas of the east. In the west portion of the Study Area, the landscape is more typical of suburban/urban development, broken up by parks, natural areas, or trail crossings. Apart from the more urbanized area through Greeley, the landscape in the eastern portion of the Study Area is more typical of northeastern Colorado's rural and agricultural settings. However, land use plans indicate that development of much of this area is anticipated in future years. Views to the west include the Rocky Mountains. Preliminary review indicates that the Study Area is composed of the following distinctive landscape character units:

- Residential (urban, suburban, rural) uses
- Commercial, industrial, and municipal uses
- Parks, recreational areas, and trails
- Water and natural resources
- Agricultural open space and undeveloped lands
- Rocky Mountain backdrops

The location and dominance of the land uses contained within these landscape units are discussed in **Appendix B**. Key visual features include Devil's Backbone Open Space, Lake Loveland, Mariana Butte Golf Course, Big Thompson River, South Platte River, Dwayne Webster Veteran's Park, protected agricultural lands, NRHP-eligible historic properties (with concentrations in Loveland), and a variety of recreational trails that cross US 34. Sensitive viewers include residences, motorists, and recreational users.



The Recommended Alternative includes design elements that would result in a change from the existing visual environment. Depending on the location, this level of change would be minor (not attracting attention or deviating from the overall visual setting), moderate (noticeable, but subordinate to the setting), or strong (attracting attention and dominate in the setting). Changes to the visual setting in the western portion of the Study Area would generally be minor because of the lower level of change introduced in these locations. Exceptions would be for the roundabout options at Rossum Road and Cleveland Avenue, which would represent a greater level of change from current conditions and a moderate impact. Changes in locations with signalized intersections would be moderate and not limiting to the existing mountain views.

US 34 corridor locations with proposed widened cross sections, especially 6-lane sections and new interchanges, would represent a strong level of change to the visual setting. The height and mass of interchange ramps and overpass structures on US 34 would be a dominant element in the adjacent and more rural landscapes that define the Johnstown and Greeley segments of the project. In locations where US 34 currently intersects with local roads, the highway would be constructed approximately 24 feet above the existing ground. In locations where US 34 would cross over railroads, the highway would be constructed approximately 32 feet above the existing ground. This would represent a substantial change to the visual setting and alter existing mountain views. However, as the area develops in accordance with local planning efforts, the contrast would be less notable.

In areas where sensitive land uses are adjacent to the project, greater impacts to viewers would be expected (for example, east of 35th Avenue in Greeley, where a cemetery, church, and school would be located next to a new elevated interchange structure).

4.1.10.1 Next Steps and Mitigation Strategies

As components of the Recommended Alternative advance as projects into NEPA and more detailed design is available, the following is recommended:

- More detailed evaluation, characterization, and photo documentation of the existing visual environment
- In areas with sensitive land uses (for example, east of 35th Avenue), consider the development of renderings to depict the anticipated visual change
- Conduct a formal visual impact assessment in accordance with FHWA's *Visual Impact Assessment for Highway Projects* (1998) and *Guidelines for the Visual Impact Assessment of Highway Projects* (2015)
- Develop additional mitigation measures and design guidelines

Mitigation measures to address visual impacts would include the following:

- Integrate the Recommended Alternative into the existing landscape with the use of color, texture, and other design features
- Minimize the project footprint and cut and fill activities
- Incorporate signage and architectural features that promote continuity within the Study Area
- Review, develop, and apply visual guidelines in conjunction with local communities

4.1.11 Other Resources

The resource areas discussed in this section were considered unlikely to influence outcomes of the PEL process, thus they were not considered in detail. However, these resources will require evaluation during future NEPA processes for projects that advance from the Recommended Alternative in compliance with applicable regulations.



4.1.11.1 Air Quality

Impacts to air quality are regulated by the Clean Air Act, which regulates emissions through the National Ambient Air Quality Standards and the Hazardous Air Pollutants program. This program also sets specific requirements for transportation projects through the evaluation of Mobile Source Air Toxics.

Transportation projects proposed in areas that are found to be in nonattainment and do not meet the National Ambient Air Quality Standards emissions limits for six criteria pollutants (carbon monoxide [CO], ground level ozone, sulfur dioxide, nitrogen dioxide, particulate matter, and lead) will require additional analysis.

The Study Area is located in the attainment area for ground level ozone, and portions of the Study Area are within the Greeley CO attainment/maintenance area (CDPHE, 2017a; 2017b). Projects moving forward from the Recommended Alternative may require a more in-depth quantitative air quality analyses. Projects may have to meet regional conformity requirements through inclusion in the most current fiscally constrained NFRMPO plans that conform to the air quality improvement plans that cover portions of the Study Area. Projects located within the Greeley CO attainment/maintenance area may also require a project-level analysis for CO, as required by conformity rules. Although this requirement is set to expire in May 2019 when the second maintenance period concludes, redesignation from attainment/maintenance to attainment can take up to 1 year and a project-level analysis for CO will be required until redesignation has been approved by the U.S. Environmental Protection Agency.

4.1.11.2 Farmlands

The majority of the Study Area falls within an urbanized area. However, soils classified by the Natural Resources Conservation Service Soil Survey Geographic Database as prime, unique, and of statewide and/or local importance are present in the eastern portions of the Study Area. Improvements that advance from the Recommended Alternative may require the completion of a Farmland Conversion Impact Rating form and coordination with the Natural Resources Conservation Service for projects that have the potential to convert farmlands to other uses.

4.1.11.3 Paleontology

In accordance with Prehistorical and Archaeological Resources Act of 1973, paleontological resources must be considered for transportation projects with federal involvement. A record search and referencing of the Potential Fossil Yield Classification System was completed for the project. The majority of the Study Area has low to moderate potential to contain fossils, with the exception of the Morrison Formation, which has a high potential. There are no previously recorded fossil locations within the Study Area, although precise geographic coordinates were not available for all records.

As projects from the Recommended Alternative advance into NEPA, a paleontological survey and more extensive record search may be needed to evaluate the potential occurrence of sensitive resources. Surveying and potential construction monitoring as well as CDOT clearance may be required before the construction of projects emerging from this study.

4.1.11.4 Water Quality

The Study Area falls within the Big Thompson, Cache La Poudre, and Middle South Platte-Cherry Creek watersheds, and numerous drainages occur within the Study Area. Although there are numerous drainages in the project Study Area, surface water quality impacts are generally evaluated in the immediate vicinity of the streams and stream crossings, where surface water runoff from construction or the transportation system would collect and be discharged into the stream or waterbody.

As projects from the Recommended Alternative progress into NEPA and design, efforts should be made to avoid and minimize impacts to water-related resources to the extent possible. If avoidance is not feasible, best management practices should be implemented to reduce direct and indirect impacts to



these resources. As the project progresses, CDOT will continue to coordinate with federal and local agencies to maintain water quality standards and facilities within the Study Area.

4.2 Cumulative Impacts

Cumulative impacts are impacts on the environment that result from the incremental impact of the action when added to other past, present, and reasonably foreseeable future actions regardless of what agency or person undertakes these actions. Cumulative impacts can result from individually minor, but collectively significant, actions taking place over a period of time.

During future NEPA processes, scoping, technical studies, and coordination with agencies will be conducted to assess if there will be direct, indirect, or cumulative project-related impacts to affected resources. Resources that are adversely impacted by the Recommended Alternative or resources currently in poor/declining health or at risk will be analyzed for cumulative impacts even if the anticipated project impacts are relatively small. Additional coordination with resource agencies will be conducted to determine the appropriate geographical study area for each of the affected resources and to assist with the development of measures to avoid, minimize, or mitigate anticipated impacts.

Agency Coordination and Public Involvement

FHWA and CDOT were committed to involving federal, state, and local agencies and the public throughout the US 34 PEL Study process. The US 34 PEL Study aims to reach consensus among stakeholders for the vision, phasing, and financing of transportation solutions on US 34, building upon past studies and projects in the area. Stakeholder involvement was emphasized throughout the PEL process and feedback was solicited from the agency and the public at key decision points to foster acceptance of recommendations. Letters of agency support are included in **Appendix F**.

5.1 Local Agency Coordination

Stakeholder interest and level of involvement vary, so to provide appropriate mechanisms for different groups, CDOT engaged stakeholders through various forums. These included agency coordination, a TAC, and public outreach. The project team prepared the *US 34 PEL Project Communications Plan* at the beginning of the study to document how CDOT planned to engage stakeholders. The following subsections summarize the stakeholder outreach conducted as a part of the US 34 PEL Study.

5.1.1 Project Management Team

A PMT met biweekly during the US 34 PEL Study. PMT meetings facilitated coordination between CDOT, FHWA, and consultant staff. Additional meetings involving PMT members were held as needed. PMT members included:

- CDOT
- FHWA
- ArLand LLC
- CDR Associates
- CH2M HILL, Inc.
- Muller
- OV Consulting
- Stolfus and Associates
- TSH Engineering

5.1.2 Technical Advisory Committee Meetings

CDOT worked closely with other agencies and local communities throughout the study process, largely through the TAC. The TAC comprised local jurisdictions and other key stakeholders who have a significant stake in the Study Area's transportation system. TAC meetings served as the focal point for sharing of data and technical analyses. The TAC helped identify relevant materials that could be helpful to the study team (for example, previous studies), coordinate with and inform the US 34 Coalition (for more information on the US 34 Coalition, see **Section 5.1.3**) of project status, and help articulate problems and evaluate solutions for the corridor. In addition, the TAC had an important role in helping to define the vision for the project and in the shaping of the alternatives considered, alternative evaluation criteria and performance measures, and the evaluation of study recommendations. The TAC provided technical input and recommendations to CDOT, and shared information with and solicited input from their organizations, elected officials, and other constituents. The TAC included representatives from the following communities and agencies:

- CDOT
- Larimer County Mobility Committee (part of NFRMPO)
- Weld County Mobility Committee (part of the NFRMPO)
- NFRMPO
- City of Evans
- City of Greeley
- City of Loveland
- Town of Johnstown
- Town of Kersey
- Town of Windsor
- Larimer County



- Weld County
- ArLand LLC
- CDR Associates
- CH2M HILL, Inc.
- CPW
- FHWA
- Muller OV Consulting
- Stolfus and Associates
- TSH Engineering

TAC meetings included:

- April 19, 2017: Kickoff and Data Review
- May 17, 2017: Public Meeting No. 1/Scoping Input
- June 21, 2017: Purpose and Need
- July 19, 2017: Corridor Segments/Evaluation Criteria
- August 16, 2017: Range of Alternatives
- September 20, 2017: Level 1 Evaluation/Intersection Review
- October 18, 2017: Public Meeting No. 2
- December 13, 2017: Update/Alternatives
- February 21, 2018: Project Update
- March 21, 2018: Level 2 Progress
- April 18, 2018: Level 2 Updates/Level 3 Packaging
- May 5, 2018: Public Meeting No. 3/Project Updates
- May 16, 2018: Project Prioritization
- June 20, 2018: Recommendations and Letters of Support
- July 18, 2018: Coalition and Agency Briefings
- August 15, 2018: Project Wrap-up and Next Steps
- October 17, 2018: Comment Review
- November 26, 2018: Study Recap

5.1.3 US 34 Coalition Meetings

The US 34 Coalition's purpose is to establish a common vision, priorities, and an implementation plan to prioritize, fund, and construct improvements along the US 34 corridor. The US 34 Coalition provides the member entities a forum to engage in a coordinated and collaborative process to pool resources and identify and implement a common and politically cohesive vision for transportation improvements on US 34.

The US 34 Coalition provides the primary stakeholder representation on the US 34 PEL Study and has dedicated staff and resources to help CDOT with the study. The US 34 Coalition includes representatives from the following communities and agencies:

- City of Evans
- City of Greeley
- City of Loveland
- CDOT
- Larimer County
- NFRMPO
- Town of Johnstown
- Town of Kersey
- Town of Windsor
- Weld County

The US 34 Coalition met at the following intervals during project development:

- February 2, 2017: Project Kickoff
- March 2, 2017: Charter
- April 6, 2017: Project Updates/Public Meeting Review
- April 19, 2017: Finalize Charter
- June 21, 2017: Purpose and Need
- October 5, 2017: Project Updates/Public Meeting Review



- April 5, 2018: Project Updates
- August 2, 2018: Project Updates
- December 6, 2018: Study Recap

5.2 Resource Agency Coordination

Local agency coordination was done at the start of the US 34 PEL Study process. Letters were sent to local agencies to gauge interest in the project and determine if a resource agency meeting should be scheduled once existing conditions have been collected. Letters were sent on April 26, 2017, to each of the following local agencies seeking input:

- Weld County – Natural Resources
- Larimer County – Natural Resources
- Colorado Department of Public Health and Environment
- FHWA
- USFWS
- USACE
- Colorado State Land Board
- Larimer County Mobility Committee
- Weld County Mobility Committee
- COLT
- GET
- City of Fort Collins
- Colorado Motor Carriers Association
- Colorado State Patrol
- Northern Colorado Bicycle and Pedestrian Collaborative

5.3 One-on-One Stakeholder Meetings

Understanding ideas, perspectives, and needs of key stakeholders in the corridor is critical for broadly supported decisions. At the start of the project, one-on-one interviews were conducted with PMT-identified key stakeholders to understand their respective interests, goals, issues, and desired outcomes for the PEL Study. Members of the consultant team conducted a one-on-one meeting with each stakeholder before the US 34 Coalition chartering session. The list of stakeholders follows:

- City of Evans
- City of Greeley
- Town of Johnstown
- Town of Kersey
- Larimer County
- City of Loveland
- NFRMPO
- Weld County
- Town of Windsor

The Consultant Team prepared a list interview questions and topics to ensure key topics of interest were covered and provide consistency among the interviews. The Consultant team prepared an overall summary of interview themes (**Appendix D**). Results were incorporated in the Team Chartering Agreement, project management plan, and communications/stakeholder involvement plans.

5.4 Public Outreach Activities

The team developed a website to keep public and stakeholders informed about the study: <https://www.codot.gov/library/studies/us-34-planning-and-environmental-linkages-pel-study>. The website included general information on the project, a map of the Study Area, the PEL project schedule, public and agency outreach information, frequently asked questions, and a comment page. The comment page allowed the website visitor the opportunity to provide input and ask questions related to the project. The website was monitored daily, and reports on inquiries and comments were issued to the project team on a weekly basis.



The US 34 PEL Study also held three sets of public meetings throughout the PEL process to engage and inform the public as well as gather their input and opinions.

- Public Meeting No. 1
 - May 2, 2017 at the City of Loveland Public Works Administration Building
 - May 3, 2017 at the City of Evans Riverside Library and Cultural Center
- Public Meeting No. 2
 - November 8, 2017 at CDOT
 - November 15, 2017 at the Best Western, Loveland
- Public Meeting No. 3
 - May 23, 2018 at the City of Evans Riverside Library and Cultural Center
 - May 30, 2018 at the Embassy Suites, Loveland

The public and stakeholders were notified of the public meeting through the project website, postcard mailouts, a CDOT press release, social media postings orchestrated through local agencies, and flyer postings in communal areas. A public meeting summary with a copy of the boards and presentation was posted on the website after each round of public meetings (**Appendix D**).

5.5 Public Comments

Throughout the study, the public had ongoing and accessible opportunities to participate and provide input to inform the study. Input was solicited at the public meetings and community meetings with comment forms, through the project e-mail address, and the project website. All meeting materials were posted on the project web page noted in **Section 5.4**. Over the course of the study, the public submitted 208 comments that were reviewed and considered. The majority of the comments received were related to mobility and congestion, infrastructure and design elements, followed by comments related to technology, primarily signal timing, access, and safety.

Comments were shared by the project staff and the TAC and considered during the alternatives development and evaluation. The comments were collected and posted in public meeting summaries that were also posted to the project website. The public meeting summaries are included in **Appendix D**.

Next Steps

This PEL Study has been prepared to support the transition of planning into NEPA in accordance with FHWA and CDOT PEL guidance (CDOT, 2016a) regarding the integration of transportation planning and the NEPA process; this guidance encourages the use of planning studies to provide information for incorporation into future NEPA documents (23 CFR 450). The PEL process is intended to provide a framework for long-term implementation of the Recommended Alternative as funding becomes available and inform the NEPA process as project implementation occurs. CDOT estimates that implementing the Recommended Alternative may cost between \$500 million and \$750 million dollars (2018 dollars) depending on which options are selected. This estimate will be substantially more in the future, as construction costs continue to rise. Currently there is no substantial funding for these corridor improvements. CDOT will implement projects that improve mobility and safety in the US 34 corridor through creative budgeting, leveraging existing funding, identification of new funding sources, and partnerships with local agencies.

Recognizing that funding is not currently available to fully construct the Recommended Alternative, many of the “feasible, but not recommended” improvements identified in this study could be built as interim phases as CDOT and local agency partners work toward achieving the full corridor vision. The following framework has been established for future teams to execute these projects by performing the following:

- Establishing a corridor implementation strategy with priorities that match the existing and expected future needs
- Identifying those improvements that can likely be implemented in the near term
- Providing an assessment of the threats in the corridor so that more resilient projects can be designed
- Defining potential funding sources

All of these items are important next steps in realizing the overall corridor vision.

6.1 Implementation Strategy

The Recommended Alternative will be implemented in phases to match corridor needs and available funding. CDOT developed an implementation strategy that identifies priorities that can be implemented in the short- and long term, while remaining flexible to adapt to changing conditions and emerging funding opportunities.

The PMT and TAC were engaged throughout the study and were integral in providing their local knowledge of the corridor, evaluating alternatives, and defining priorities. The US 34 Coalition, consisting of agency executives, was consulted at key milestones. Input from these ongoing partnerships with local agencies helped define the list of corridor priorities developed by CDOT. As a result of the number of improvements recommended, a priority was established based on how well individual projects met the Purpose and Need and considered the prospect of securing necessary funding.

East of I-25, implementing the Recommended Alternative to widen US 34 to six lanes with interchanges may cost upwards of \$500 million. For an initial investment of \$110 million, the corridor could be widened to six lanes while maintaining signalized intersections. However, as the corridor builds out, the cross-street traffic increases to a point where grade separations will be needed to ease congestion. The timing of these improvements will depend on economic conditions and rates of development. The 35th



Avenue, WCR 17, and 47th Avenue intersections are already approaching congested conditions and therefore interchanges at these locations were considered a likely initial phase.

West of I-25, implementing the Recommended Alternative will cost at least \$26 million. Widening from four to six lanes between Denver Avenue and Boyd Lake Avenue is identified as a high priority. Dual left-turn lanes at the Lincoln Avenue/Cleveland Avenue intersections would improve operations near downtown Loveland; this improvement is also considered a high priority. Other local intersection and access improvements could be constructed because of their relatively lower costs. However, these improvements were considered lower priority when compared to needs at other locations in the corridor.

As presented on **Figure 6-1** (numbers in the list below match locations on **Figure 6-1**), the following lists details the high priority projects and potential initial phasing:

1. Widen US 34 from four to six lanes between Denver Avenue and Boyd Lake Avenue
2. Widen US 34 from four to six lanes between Boyd Lake Avenue and Rocky Mountain Avenue
3. Widen US 34 from four to six lanes from Centerra/Thompson Parkways to east of Larimer Parkway
4. Widen US 34 from four to six lanes on either side of the WCR 13 intersection and adjust timing to boost signalized intersection capacity
5. Construct an interchange at 35th Avenue and widen from four to six lanes to 47th Avenue
6. Construct an interchange at WCR 17
7. Construct eastbound/westbound dual left-turn lanes at the Lincoln Avenue/Cleveland Avenue intersections
8. Construct an interchange at 47th Avenue
9. Widen US 34 from four to six lanes between WCR 17 and the US 34 Business interchange
10. Construct an interchange at 83rd Avenue
11. Construct an interchange at either 65th Avenue or 71st Avenue (interchange location to be determined by future project teams)
12. Widen US 34 from four to six lanes between Larimer Parkway and WCR 17

Additional high priority projects not shown on **Figure 6-1** include: complete remaining 4- to 6-lane widening where recommended; complete remaining interchanges at Centerra/Thompson Parkways, Larimer Parkway, LCR 3, WCR 13, and Promontory Parkway; complete overpass at 17th Avenue; complete remaining lower priority projects included in the Recommended Alternative.

Multimodal elements were viewed as integral to any project being considered and therefore are not included explicitly in this in this priority list. Additionally, all projects may incorporate supplemental elements (for example, railroad crossing improvements, pedestrian and bicycle considerations, transit, wildlife crossings, intelligent transportation systems, and evolving technology opportunities, as appropriate). Future NEPA teams will determine which projects should be combined and evaluate their independent utility and logical termini as required by NEPA. The priority list may need to be modified as conditions change or funding becomes available.

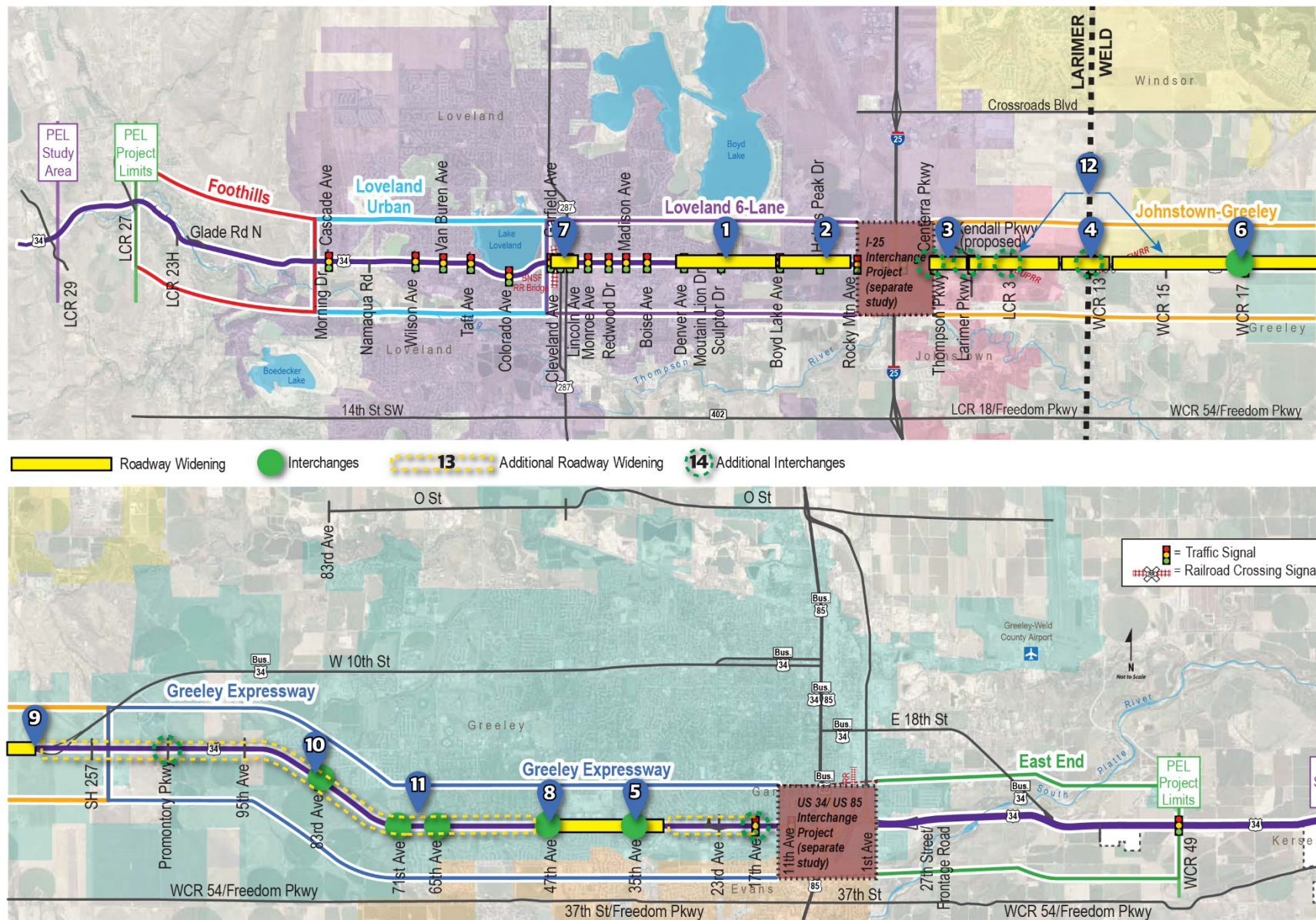


Figure 6-1. Priority Projects



6.2 Near-Term Improvements

Throughout the development of the Purpose and Need and evaluation of existing conditions, localized areas with specific issues or concerns were identified within the Study Area. Potential near-term improvements were developed to address the known problem areas. These improvements could be implemented quickly without lengthy planning or design, would have an immediate effect on improving the safety and operations, and some would be first steps toward the broader corridor vision. The following is a list of the recommended near-term improvements and identifies the lead agency:

- Periodically conduct signal warrant analysis at major cross streets (CDOT)
- Complete regular corridor traffic signal retiming to adjust to changing traffic conditions (CDOT)
- Complete a US 34 ACP for the west side of I-25 (CDOT, underway in parallel to this PEL Study)
- Expand the adaptive signal timing to more locations, which has proven beneficial at other US 34 intersections² (CDOT)
- Modify traffic signal timing at the US 34 and 83rd Avenue intersection (CDOT)
- Improve the US 34 4-lane to 2-lane transition area near Morning Drive (CDOT)
- Implement the displaced left-turn lane option at 71st Avenue in interim and update ACP as needed (CDOT)
- Restripe the US 34 and I-25 park and ride lot (CDOT)
- Re-align 28th Street to the north to improve spacing with the US 34 and 65th Avenue intersection (Greeley)
- Consider on-street bike lanes on 1st Avenue (Greeley)
- Widen 83rd Avenue to 4-lanes north of US 34 per the RTP (NFRMPO, 2015b) (Greeley)³
- Pave LCR 3 on the existing alignment (Johnstown and Loveland)
- Explore interim improvement options at the Lincoln Avenue/Cleveland Avenue intersections (for example, lengthening the eastbound and westbound left-turn lanes and improving the traffic signal timing) (Loveland)
- Intersection improvements at Taft Avenue and Wilson Avenue (Loveland)
- Widen existing sidewalks on Taft Avenue north of US 34 (Loveland)²
- Expand the south approach of the US 34 and WCR 17 intersection to create separate northbound left-turn lane and adjust signal timing (Weld County)
- Improve intersection spacing between Kelim Frontage Road and US 34 at LCR 3 and WCR 13 (Weld County)

² A system engineering assessment will be required to determine the need and function of adaptive signal timing at more locations.

³ This improvement would also be implemented under the No Action Alternative.



6.3 Threats Assessment

CDOT has been expanding its focus to incorporate the mindset of resiliency within all phases of the project lifecycle from planning to design and construction. Integrating resiliency into planning efforts can help proactively identify potential natural, manmade, and operational threats to a corridor, creating an opportunity for CDOT to reduce its risk by including scope within its standard planned projects to address those threats.

6.3.1 Natural and Manmade Threats

In September 2013, a prolonged period of heavy rain and catastrophic flooding occurred in Colorado, leading to extensive infrastructure damage along drainageways. The heavy flood particularly affected communities along US 34. The 2013 floods are just one example of the natural and manmade threats that can disrupt the corridor and impact the surrounding community.

Planning for such events could help identify more resilient infrastructure designs. As part of this study, CDOT identified risk areas along the corridor where there are opportunities to enhance transportation infrastructure and reduce the risk of damage to its assets. These improvements will protect the integrity of the of the transportation system and the investment of funds.

The resiliency analysis, associated maps, cost worksheets, and risk assessment matrix are included in **Appendix E**. Primary natural and manmade threats that were considered applicable to the US 34 corridor included flooding, proximity to railroads, and utility failures. The floodplain limits, as well as the railroad and utility crossings, were mapped in relation to CDOT-owned assets along the corridor. Assets identified included major structures, the roadway prism, and traffic control items. Each area in which a natural threat overlapped with an asset was labeled as a “risk area.” A risk assessment matrix was developed, pairing risk areas with the associated infrastructure and user costs that would be incurred if the natural threat were to occur. Assuming that the natural threat shuts down the highway, user costs were calculated based on the length of time it takes to travel the detour route using CDOT’s Road User Cost Calculation spreadsheet. The study team determined three ranges of user costs: low, moderate, and high. Infrastructure costs, the cost to replace the damaged asset, were established using CDOT’s Project Cost Planner tool with standard percentages. Three ranges of infrastructure costs were assigned: low, moderate, and high.

The vulnerability of these assets and their associated costs were used to predict consequences that natural threats could have on each specific asset. The team then evaluated the likelihood of occurrence of each natural threat and created a prioritization list of the highest risk areas. The prioritization list also considered the criticality of the roadway segment, or how important the segment was to the community’s social and economic vitality. Recommendations made to increase the resiliency of the high- and moderate-level manmade and natural threats are shown in **Table 6-1**.

6.3.2 Operational Resiliency Analysis

Because of recent and dynamically changing land use in the area, CDOT embarked on a new operational corridor risk assessment process. The purpose of this analysis is to assess the risk and vulnerability of highway operational functionality loss due to unexpected traffic increases and unanticipated land use changes. The initial assessment of operational resiliency analysis for US 34 confirms the PEL recommendations and the initial priority projects. As corridor conditions remain dynamic, priorities may be adjusted to meet changing corridor demands. The complete operational corridor risk assessment will be issued as a separate report.



Table 6-1. Natural and Manmade Resiliency Recommendations

Risk Area ID	Threat	Assets in Threat Area	Location of Asset	Prioritization		Resilient Recommendations
				Criticality (additional value to risk based on criticality maps)	Prioritization (priority based on risk and incorporating criticality)	
1	Flood	Structures C-16-DD and C-16-AF, pavement, guardrail	Big Thompson River, MP 86.044, structures of the Big Thompson River and Buckingham Ditch	High	High	Ensure structure C-16-DD is built to withstand a 100-year flood event
2	Flood	Pavement, guardrail	MP 86.6, roadway within floodplain	High	Moderate	Raise vertical profile of road out of the floodplain or replace with overtopping pavement
3	Flood	Structure C-16-AE, pavement, guardrail	MP 86.931, structure over the Big Thompson River	High	Moderate	Ensure structure is built to withstand a 100-year flood event, perform floodplain conveyance improvements to channelize flow and prevent flooding on the north side of the highway (see Risk Area ID #4)
4	Flood	Structure C-16-AR, pavement	MP 87.651, structure over draw	High	High	Ensure channel and structure C-16-AE is built to convey and withstand a 100-year flood event (see Risk Area ID #3); or raise vertical profile of roadway out of floodplain or reinforce with overtopping pavement
5	Utility Failure	Pavement	36-inch transmission water main just west of Langston Lane	High	High	Work with utility owner to replace or reinforce existing waterline
6	Utility Failure	Pavement	48-inch transmission water main just east of Langston Lane	High	High	Work with utility owner to replace or reinforce existing waterline
7	Utility Failure	Pavement	48-inch transmission water main located at Morning Drive	High	High	Work with utility owner to replace or reinforce existing waterline
15	Railroad Proximity	Structures C-18-BH and C-18-AO Guardrail, pavement	Railroad crossing underneath Spaghetti Interchange	High	Moderate	Ensure railroad structure is equipped with acceptable pier protection per AREMA standards

6.4 Potential Funding Strategies

Historically, transportation has been funded by several reliable sources combined with other less predictable and variable sources (for example, grants). This PEL Study does not identify specific funding sources, but did identify current funding types and whether elements of the Recommended Alternative may qualify for this funding (see **Table 6-2**).

Table 6-2. Types of Funding and Qualifying Projects

Funding Type	Criteria/Constraints	Example Projects
Congestion Mitigation and Air Quality	Any project that can improve air quality (except capacity)	Intersection improvements, trails, operations
Surface Transportation Block Grant for Local Agencies (previously STP-Metro)	Funding for local agency projects - very flexible	All construction
Transportation Alternatives for Local Agencies (previously Transportation Alternative Program)	Small funding pool	Trails, sidewalks, community improvements
Surface Transportation Block Grant for CDOT	CDOT's grant funding - very flexible	All construction
National Highway Performance Program (NHPP) (previously National Highway System [NHS])	Only for National Highway System roadways, flexible	All construction
ADA Ramp	Standalone ADA ramp initial installation/upgrade projects	ADA ramps
FASTER Safety	Must demonstrate a safety need, flexible	Intersection improvements, shoulders, wildlife crossings, signals, paths
Highway Safety Improvement Program	Must demonstrate a safety need, small funding pool	
Safety Hot Spot	Must demonstrate a safety need, small funding pool	
FASTER Transit	Transit only	Transit
National Highway Freight Program	Construction and operational improvements; competitive within Colorado, under \$20 million available each year statewide	Freight
Federal Discretionary Grants	Compete statewide for permission to apply to compete nationally (US 34 would currently qualify for an Infrastructure for Rebuilding America grant); more grants may be initiated over time	All construction
Developer/Private Funding/Road Impact Fees	Associated with either development or redevelopment	Access consolidation as part of redevelopment
Downtown Development Authority - Loveland, Future	Small funding pool	Typical projects improve attractiveness including streets, curbs, gutters, sidewalks, landscaping; Downtown Development Authority area includes the Lincoln/Cleveland intersection
Urban Renewal Authority - Centerra, Loveland, Greeley Mall, Future	Small funding pool. Goals and requirements vary	Areas either include or are adjacent to US 34



Table 6-2. Types of Funding and Qualifying Projects

Funding Type	Criteria/Constraints	Example Projects
Foundations - UPRR, BNSF, others	Small funding pools	Railroad
Partnerships	Collaboration among stakeholders may include CDOT, local agencies, or developers	All
Future federal, state, and local revenue sources	As defined/specified	Unknown at this time

ADA = Americans with Disabilities Act of 1990

Fully implementing the Recommended Alternative will require pursuing all funding opportunities. In November 2018, state-wide transportation ballot measures Proposition 109 and Proposition 110 were both rejected by voters. Therefore, the approximate \$90 million that was slated for US 34 widening and interchange improvements is not available. However, in May 2018, the State Legislature passed Senate Bill 1, which stipulates if a transportation bond issue was not passed by citizens in 2018, a bond issue would be referred to the November 2019 ballot. The 2019 measure would require the state to issue \$2.337 billion in transportation revenue anticipation notes (TRANS). At the time of completion of this PEL, it is uncertain if the same level of funding will be available for improvements on US 34.

Citizens within the City of Greeley renewed their quality of life tax, which was set to sunset December 31, 2022. With the approval of ballot issue 20, voters extended this 0.3 percent sales and use tax until December 31, 2042, for such purposes as transportation capacity, infrastructure projects, and building maintenance. It is possible that the City of Greeley will choose to allocate some of this local funding to improvements on US 34.

Despite the mixed results of the 2018 ballot, CDOT and local agencies remain committed to continuing communication, collaboration, and implementing improvements to US 34 that benefit Northern Colorado residents. These strong partnerships, and the ongoing support and continued efforts of the US 34 Coalition, are essential to securing the necessary funding to implement all the US 34 PEL Study recommendations.

References

- City of Evans. 2004a. *City of Evans Open Space and Trails Master Plan*. http://www.evanscolorado.gov/sites/default/files/fileattachments/parks/page/964/open_space_and_trails_plan_-_2004.pdf. February 25.
- City of Evans. 2004b. *City of Evans Transportation Plan*. http://www.evanscolorado.gov/sites/default/files/fileattachments/public_works/page/509/2004transplan.pdf. March.
- City of Evans. 2010. *2010 Comprehensive Plan*. Adopted February 16. Updated 2014. <http://www.evanscolorado.gov/planning-zoning/comprehensive-plan>.
- City of Evans. 2014. *US Highway 85 Overlay District Master Plan*. http://www.evanscolorado.gov/sites/default/files/fileattachments/planning/zoning/page/813/us_85_overlay_district_master_plan_2014_02_25_reduced.pdf.
- City of Greeley. 2009. *2060 Comprehensive Plan*. <http://greeleygov.com/services/lrp/2060-comprehensive-plan>.
- City of Greeley. 2011. *Greeley 2035 Comprehensive Transportation Plan*. Adopted May 3. <http://greeleygov.com/docs/default-source/Public-Works/Transportation/greeley-2035-comprehensive-transportation-plan.pdf>.
- City of Greeley. 2015. *City of Greeley Bicycle Master Plan*. <https://greeleybikes.com/wp-content/uploads/2017/11/bicycle-master-plan.pdf>. May 5.
- City of Greeley. 2016. *Greeley Parks, Trails and Open Lands Master Plan*. <https://playgreeley.com/ptol-master-plan/>. May 10.
- City of Loveland. 2012a. *Bicycle and Pedestrian Plan*. <http://www.cityofloveland.org/home/showdocument?id=10725>. May 1.
- City of Loveland. 2012b. *2035 Transportation Plan*. <http://www.ci.loveland.co.us/home/showdocument?id=13500>. December.
- City of Loveland. 2016a. *Create Loveland Comprehensive Plan*. Adopted July 19, 2016. <http://www.cityofloveland.org/home/showdocument?id=30500>.
- Colorado Department of Agriculture (CDA). 2017. Noxious Weed Species. Accessed June 28, 2017. <https://www.colorado.gov/pacific/agconservation/noxious-weed-species>.
- Colorado Department of Public Health and Environment (CDPHE). 2017a. *Revised Carbon Monoxide Maintenance Plan Greeley Attainment/Maintenance Area*. Accessed April 25, 2017. https://www.colorado.gov/pacific/sites/default/files/AP_PO_Greeley-Carbon-Monoxide-Attainment-Maintenance-Plan-Revised-2009.pdf.
- CDPHE. 2017b. *State Implementation Plans*. <https://www.colorado.gov/pacific/cdphe/stateimplementation-plans-sips>.
- Colorado Department of Transportation (CDOT). 2002. *State Highway Access Code (as amended)*. Volume 2, Code of Colorado Regulations 601-1. Originally adopted June 18, 1998 by the Transportation Commission of Colorado. March.
- CDOT. 2003a. *US 34 Corridor Optimization Plan*. <https://www.codot.gov/business/consultants/advertised-projects/2016/r4-ps-us34-pel/us-34-corridor-optimization-plan-1.pdf>. March.



CDOT. 2003b. *US 34 Access Control Plan*.

https://www.weldgov.com/UserFiles/Servers/Server_6/File/Departments/Public%20Works/Transportation%20Planning/Transportation%20Planning/A122280D9c8B2639c27C.pdf. May.

CDOT. 2007a. *SH 402 Environmental Assessment*. <https://www.codot.gov/library/studies/sh402ea-fonsi/sh402ea>.

CDOT. 2007b. *US 34 Environmental Assessment*.

<https://www.codot.gov/library/studies/us34us287lcr3EA-FONSI/us-34-environmental-assessment-ea>.

CDOT. 2005. *US 34 Business Route Environmental Assessment*. October.

CDOT. 2011. *North I-25 Environmental Impact Statement*. <https://www.codot.gov/projects/archived-project-sites/north-i-25-eis/Final-EIS>. August.

CDOT. 2016a. *FHWA and CDOT PEL guidance*.

<https://www.codot.gov/programs/environmental/planning-env-link-program/pel-handbook-january-2016>.

CDOT. 2016b. *CDOT Noxious Weeds Viewer*. Accessed September 22, 2016.

<http://dtdapps.coloradodot.info/noxiousweeds/noxiousweedsjs/>.

CDOT. 2016c. *Standard Specifications for Road and Bridge Construction*.

<https://www.codot.gov/business/designsupport/cdot-construction-specifications/2017-construction-standard-specs/2017-specs-book>.

CDOT. 2017a. *US 85 PEL Study*.

https://www.weldgov.com/UserFiles/Servers/Server_6/File/Departments/Public%20Works/Transportation%20Planning/Transportation%20Planning/Final%20PEL%20Report%2004182017_Part1.pdf.

CDOT. 2017b. *CDOT Online Transportation Information System (OTIS)*. Accessed July 30, 2018.

<http://dtdapps.coloradodot.info/otis/Flex/MapView>.

CDOT. 2017c. *National Environmental Policy Act Manual*. Version 5 Update. August.

<https://www.codot.gov/programs/environmental/nepa-program/nepa-manual>.

Colorado Natural Heritage Program (CNHP). 2018. *Colorado Wetland Information Center*. Accessed August 8, 2018. <http://www.cnhp.colostate.edu/cwic/location/geoUnitList.asp?GeoScaleID=3>.

Colorado Parks and Wildlife (CPW). 2016. *ArcGIS—Colorado Parks and Wildlife—Species Activity Data*. Accessed May 9, 2017.

<http://www.arcgis.com/home/group.html?id=0e6f9051b06146018038e9a929ab4910#overview>.

CPW. 2017. *Threatened and Endangered List*. Accessed July 18, 2017.

<http://cpw.state.co.us/learn/Pages/SOC-ThreatenedEndangeredList.aspx>.

Colorado Water Conservation Board. 2006. *Colorado Floodplain and Stormwater Criteria Manual*.

<http://cwcb.state.co.us/technical-resources/floodplain-stormwater-criteria-manual/Documents/Chapter4.pdf>.

Cowardin, L.M., V. Carter, F. Golet, and E. LaRoe. 1979. *Classification of Wetlands and Deepwater Habitats of the United States*. U.S. Fish and Wildlife Service. FWS/OBS-79/31. 103 pp.

Federal Emergency Management Agency (FEMA). 2015. *Executive Order 11988: Floodplain Management*. Accessed June 5, 2017. <https://www.fema.gov/executive-order-11988-floodplain-management>.

FEMA. 2017a. *Floodway*. Accessed June 5, 2017. <https://www.fema.gov/floodway>.



- FEMA. 2017b. *National Flood Hazard Layer*. Accessed June 5, 2017.
<http://fema.maps.arcgis.com/apps/webappviewer/index.html?id=49069b91c14a411fa8defccf5c1f6266>.
- Federal Highway Administration (FHWA). 1988. *Visual Impact Assessment for Highway Projects*. March.
- FHWA. 2013. *Land and Water Conservation Fund Act of 1965*. <https://www.gpo.gov/fdsys/pkg/STATUTE-78/pdf/STATUTE-78-Pg897.pdf>.
- FHWA. 2015. *Guidelines for the Visual Impact Assessment for Highway Projects*. DOT FHWA-HI-88-054. January.
- Federal Motor Carrier Safety Administration. 2017. *National Hazardous Materials Route Registry*. Accessed June 20, 2017. <https://www.fmcsa.dot.gov/regulations/hazardous-materials/national-hazardous-materials-route-registry-state>.
- Google Earth. 2016. Source: *US 34 PEL Corridor between Loveland, Colorado and Kersey, Colorado*. Accessed April 21, 2017.
- Greeley Evans Transit (GET). 2016. *2016 GET 5- to 10-year Strategic Plan*.
<http://greeleyevanstransit.com/wp-content/uploads/2017/04/get-2016-strategic-plan.pdf>.
- Larimer County. 1997. *Larimer County Master Plan*. November 19.
http://www.larimer.org/planning/planning/master_plan/toc.htm.
- Larimer County. 2017a. *Larimer County Transportation Master Plan*. Accessed July 30, 2018.
https://www.larimer.org/sites/default/files/uploads/2017/lc_tmp_final_20170823_-_plan_wo_appendix.pdf.
- Larimer County. 2017b. *Larimer County Weed List*. Accessed June 28, 2017.
<http://www.larimer.org/weeds/listb.htm>.
- Larimer County Department of Natural Resources. 2015. *Open Lands Master Plan*. January Adoption Draft.
- National Cooperative Highway Research Program (NCHRP). 2014. *NCHRP Report 765: Analytical Travel Forecasting Approaches for Project-Level Planning and Design*.
- North Front Range Metropolitan Planning Organization (NFRMPO). 2010. *Truck Traffic in the Northeast Quadrant of the NFRMPO Region*. April.
- NFRMPO. 2012-2013. *2040 Economic and Demographic Forecast*. Steven Fisher, Ph.D. and Phyllis Resnick, Ph.D.
- NFRMPO. 2013. *Regional Bicycle Plan*.
- NFRMPO. 2015a. *2040 Regional Transit Element*. <http://nfrmpo.org/wp-content/uploads/2040-rte-adopted.pdf>. August 6.
- NFRMPO. 2015b. *2040 Regional Transportation Plan*. September. Amended June 1, 2017.
- NFRMPO. 2015c. *North Front Range 2012 Base Year Regional Travel Model*. May 15.
- NFRMPO. 2017. *2016 Non-Motorized Plan*. February.
- Town of Johnstown. 2006. *Johnstown Area Comprehensive Plan*.
<http://www.townofjohnstown.com/DocumentCenter/Home/View/192>.
- Town of Johnstown. 2008. *Transportation Master Plan*. February.
<https://www.townofjohnstown.com/DocumentCenter/Home/View/405>



- Town of Kersey. 2016. *Comprehensive Plan*.
<http://www.kerseygov.com/ArchiveCenter/ViewFile/Item/51>.
- Town of Windsor. 2016. *Town of Windsor Comprehensive Plan*. Adopted March.
<http://www.windsorgov.com/DocumentCenter/View/14986/2016-Windsor-Comprehensive-Plan?bidId=>.
- Transportation Research Board (TRB). 2010. *2010 HCM: Highway Capacity Manual*.
- U.S. Army Corps of Engineers (USACE). 1987. *Corps of Engineers Wetlands Delineation Manual*.
- USACE. 2010a. *Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Great Plains Region (Version 2.0)*. March.
- USACE. 2010b. *Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Western Mountains, Valleys, and Coast Region (Version 2.0)*. March.
- U.S. Census Bureau (Census). 2017. *2011-2015 American Community Survey 5-Year Estimates, Tables P053, B25010, B03002, and B19001*. Accessed March 23, 2017.
- U. S. Department of Housing and Urban Development (HUD). 2016. *Fiscal Year 2016 Income Limits Summary for Larimer and Weld Counties*. Accessed March 2017.
<https://www.huduser.gov/portal/datasets/il.html>.
- U.S. Fish and Wildlife Service (USFWS). 2017. *Information for Planning and Consultation (IPaC) Resource List*. Accessed March 16, 2017. <https://ecos.fws.gov/ipac/>.
- USFWS. 2018. *National Wetlands Inventory*. Accessed July 30, 2018. <https://www.fws.gov/wetlands/>
- U.S. Geological Survey (USGS). 1950. *Kersey, CO 7.5-minute topographic quadrangle map, 1950*.
- USGS. 1969. *Windsor, CO 7.5-minute topographic quadrangle map, 1950. Photo revised 1969*.
- USGS. 1980a. *Bracewell, CO 7.5-minute topographic quadrangle map 1950. Photo revised 1980*.
- USGS. 1980b. *Greeley, CO 7.5-minute topographic quadrangle map 1950. Photo revised 1980*.
- USGS. 1984a. *Masonville, CO 7.5-minute topographic quadrangle map 1962. Photo revised 1984*.
- USGS. 1984b. *Loveland, CO 7.5-minute topographic quadrangle map 1962. Photo revised 1984*.
- Weld County. 2011a. *O Street Arterial Corridor Study*. Accessed July 30, 2018.
https://www.weldgov.com/UserFiles/Servers/Server_6/File/Departments/Public%20Works/Transportation%20Planning/Transportation%20Planning/Final%20PEL%20Report%2004182017_Part1.pdf.
- Weld County. 2011b. *Weld County 2035 Transportation Plan*. May 9.
https://www.weldgov.com/UserFiles/Servers/Server_6/File/Departments/Public%20Works/Transportation%20Planning/2035%20Transportation%20Plan/1DCAc997314Dd41dD1c5.pdf,
- Weld County. 2014. *WCR 49 Access Control Plan*.
- Weld County. 2017. *Weed Management*. Accessed June 28, 2017.
https://www.weldgov.com/DEPARTMENTS/PUBLIC_WORKS/WEED_MANAGEMENT/,
- Weld County. 2018a. *Weld County Comprehensive Plan*.
https://library.municode.com/co/weld_county/codes/charter_and_county_code?nodeId=CH22COPL.
- Weld County. 2018b. *Freedom Parkway Access Control Plan (draft)*, Freedom Parkway Coalition.
https://www.weldgov.com/UserFiles/Servers/Server_6/File/Departments/Public%20Works/Transportation%20Planning/ACPs/Freedom%20Pkw%20ACP%203-5-18%20with%20inserts.pdf.



8/04/10 16:16:00 DEN



COLORADO
Department of
Transportation

Council Agenda Summary

June 4, 2019

Agenda Item Number 13

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

Title:

Consideration of a resolution of the City of Greeley Council authorizing the City to enter into a memorandum of understanding to facilitate Transit Asset Management target setting for the FAST Act performance measures between North Front Range Metropolitan Planning Organization, Transfort, Greeley Evans Transit, and the Colorado Department of Transportation

Summary:

As part of the Moving Ahead for Progress in the 21st Century (MAP-21) Federal regulation, public transit agencies like Greeley Evans Transit are now required to have agreement with DOT's and MPO's on the process of Transit Asset Management (TAM). Simply put the TAM plan creates key performance measure targets related to vehicles, equipment, facilities, infrastructure, and capital assets condition data that is utilized in the identification of assets that need replacement.

As such, this Memorandum of Understanding (MOU) with the Colorado Department of Transportation (CDOT) and North Range Metropolitan Planning Organization (NFRMPO) outlines performance-based planning and programming that integrates into the Transportation Improvement Plan (TIP) & the Statewide Transportation Improvement Program (STIP). The adoption of this MOU is a requirement by the Federal Transit Administration (FTA) and is a requirement for us to continue to receive grant funding.

Fiscal Impact:

Does this item create a fiscal impact on the City of Greeley?	No
If yes, what is the initial, or, onetime impact?	N/A
What is the annual impact?	N/A
What fund of the City will provide Funding?	N/A
What is the source of revenue within the fund?	N/A
Is there grant funding for this item?	No
If yes, does this grant require a match?	N/A
Is this grant onetime or ongoing?	N/A
Additional Comments:	This Agreement will position Greeley Evans Transit in working collaboratively with CDOT and MPO's. It has already been signed by Transfort and the NFRMPO.

Legal Issues:

None.

Other Issues and Considerations:

Approval of this MOU is a requirement of Greeley Evans Transit to continue to receive grant funding.

Applicable Council Priority and Goal:

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

Decision Options:

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

Council's Recommended Action:

A motion to adopt the Resolution.

Attachments:

Resolution

Memorandum of Understanding

THE CITY OF GREELEY, COLORADO

RESOLUTION _____, 2019

A RESOLUTION OF THE CITY OF GREELEY COUNCIL AUTHORIZING THE CITY TO ENTER INTO A MEMORANDUM OF UNDERSTANDING TO FACILITATE TRANSIT ASSET MANAGEMENT TARGET SETTING FOR THE FAST ACT PERFORMANCE MEASURES BETWEEN NORTH FRONT RANGE METROPOLITAN PLANNING ORGANIZATION, TRANSFORT, GREELEY-EVANS TRANSIT, AND THE COLORADO DEPARTMENT OF TRANSPORTATION

WHEREAS, the North Front Range Metropolitan Planning Organization (“NFRMPO”), the Colorado Department of Transportation (“CDOT”), City of Fort Collins Transit (“Transfort”), and Greeley-Evans Transit (“GET”) desire to enter into a Memorandum of Understanding (“MOU”) as a requirement established by Title 23, United States Code §150(c) for performance measures and targets for safety, infrastructure condition, system performance freight, and air quality; and

WHEREAS, federal regulations require an agreement between each Metropolitan Planning Organization, public transit providers, and CDOT that specifies the responsibilities of each as it relates to required safety, infrastructure condition, system performance, and transit performance measure targets; and

WHEREAS, the FAST Act, 23 USC 150(c), and of its implementing regulations, 49 CFR § 625.45, require FTA Chapter 53 grant recipients or subrecipients to develop asset management plans for public transportation assets, including vehicles, facilities, equipment and other infrastructure; and

WHEREAS, this MOU identifies the process required to develop individual transit asset management (“TAM”) plans in order to set required national performance measure targets pertaining to TAM; and

WHEREAS, as required by 23 CFR § 450.314(h), through the MOU, the parties jointly agree to develop specific written provisions for cooperatively developing and sharing information related to transportation performance data, targets, and reporting to track progress toward attainment of critical outcomes for the region of the Metropolitan Planning Organizations (“MPO”), and collection of data for the State asset management plans for the National Highway System (“NHS”); and

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

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

Section 1. The City Council hereby authorizes the City to enter into a “Memorandum of Understanding for the Establishment of a Process to Facilitate Transit Asset Management Target

Setting for the Fact Act Performance Measures,” a copy of which is attached hereto and incorporated herein as Exhibit A. City Council authorizes the Transit Manager to sign the Memorandum of Agreement.

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

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

PASSED AND ADOPTED, SIGNED AND APPROVED THIS _____ day of _____, 2019.

ATTEST:

THE CITY OF GREELEY, COLORADO

City Clerk

Mayor

MEMORANDUM OF UNDERSTANDING (MOU)

Among

COLORADO DEPARTMENT OF TRANSPORTATION (CDOT)

And

NORTH FRONT RANGE METROPOLITAN PLANNING ORGANIZATION (NFRMPO)

And

TRANSFORTH, and GREELEY-EVANS TRANSIT

FOR THE ESTABLISHMENT OF A PROCESS TO FACILITATE TRANSIT ASSET
MANAGEMENT (TAM) TARGET SETTING FOR THE FAST ACT PERFORMANCE
MEASURES

23 USC 150(c) establishes requirements for performance measures and targets for safety, infrastructure condition, system performance, freight, and air quality. The pertinent federal regulations require an agreement between CDOT, MPOs, and public transit agencies, including activities related to required safety, infrastructure condition, system performance, and transit performance measure targets.

This MOU identifies the process between CDOT, MPOs, Tier 1 public transit agencies and Tier 2 public transit agencies that are developing individual TAM Plans in order to set required national performance measure targets pertaining to TAM.

The FAST Act, 23 USC 150(c), and of its implementing regulations, 49 CFR § 625.45, require FTA Chapter 53 grant recipients or subrecipients to develop asset management plans for their public transportation assets, including vehicles, facilities, equipment, and other infrastructure. Tier I Public Transportation Providers must develop individual TAM Plans, and Tier II providers may participate in the CDOT-sponsored Group TAM Plan or develop individual TAM Plans. These plans must include, among other things, measures and targets for the condition of specific transit related assets that are reported annually to the National Transit Database (NTD).

Further, requirements in 23 CFR § 450.314 (h) state: "The Metropolitan Planning Organizations (MPOs), States (CDOT), and the providers of public transportation shall jointly agree upon and develop specific written provisions for cooperatively developing and sharing information related to transportation performance data, the selection of performance targets, the reporting of performance targets, the reporting of performance to be used in tracking progress toward attainment of critical outcomes for the region of the MPO (see§ 450.306d), and the collection of data for the State asset management plans for the National Highway System (NHS)".

In order to implement 23 CFR § 450.314(h), the parties to this MOU agree to the following TAM performance-based planning and programming as outlined below:

1. Transit Asset Management Performance Targets

- A. TAM plans will be integrated with the development of the Transportation Improvement Program/Statewide Transportation Improvement Program (TIP/STIP). Each TAM Plan will cover a four-year horizon and will be updated no less frequently than every four years.
 - B. The following national State of Good Repair (SGR) performance measures for capital assets apply to TAM plans [49 CFR § 625.43]:
 - i. Equipment: (non-revenue) service vehicles. Percentage of vehicles that have met or exceeded their Useful Life Benchmarks (ULB).
 - ii. Rolling stock: Percentage of revenue vehicles within a particular asset class that have met or exceeded their ULB.
 - iii. Infrastructure: For fixed-guideway, track, signals, and systems, the percentage of track segments with performance restrictions.
 - iv. Facilities: Percentage of facilities rated below condition 3.0 on the Transit Economic Requirements Model (TERM) scale.
 - C. Setting Performance Targets:
 - i. Tier I and II public transit providers, in coordination with Group TAM Plan sponsors as appropriate, must set asset class initial internal targets for each of the applicable performance measures by January 1, 2017 for the following fiscal year [49 CFR 625.45]. Future targets will be set at least once every fiscal year by January 1st [49 CFR 625.45].
 - ii. CDOT, the MPO and transit agencies will coordinate to the extent practicable in the development and selection of SGR measures and determination of targets.
 - iii. The MPO will establish performance targets not later than 180 days after CDOT establishes initial performance targets.
 - iv. MPO TAM targets are not required to be updated annually, but may be revisited when their Regional Transportation Plan and/or TIP is adopted, as needed or applicable.
2. CDOT, the MPO and the public transit agencies that operate within the MPO's planning region, will share with one another sufficient information necessary to understand the SGR performance measures and targets as set out in Section 1 of the MOU ("SGR Data Summary"). CDOT and individual TAM Plan sponsors also will provide to the MPO the annual narrative reports that provide a description of any change in the condition of their transit system from the previous year and progress made during the year to meet performance targets, as reported to the National Transit Database (NTD) ("Plan Summary"). SGR Data Summaries will be shared annually and within 30 days of the completion of any TAM Plan adoption or updates as applicable. Plan Narratives will be shared within 30 days of annual NTD reporting deadlines. The first SGR performance measures and targets will be shared in 2018 and the first narrative shared in 2020 with the completion of the 2019 plan year NTD report [49 CFR § 625.55]. The Parties will use any information exchanged solely for the purpose of performance based planning and regulatory compliance and will not share such information for any other purpose without prior written approval by the owner of the information.
3. In order to comply with 49 CFR § 625.53, the Parties will make available any pertinent records or documents supporting their TAM Plan including performance measures and targets

documentation, investment strategies, and annual condition assessment reports [49 CFR § 625.53].

4. This MOU reflects the Parties' common understanding of their mutual commitments to comply with applicable law, rules, and regulations and is not intended to create any new legal obligations except what currently exists by law, rules and regulations. Any disputes regarding this MOU will be resolved by good faith discussions amongst the Parties.

This agreement is made by the authorized signatures below.

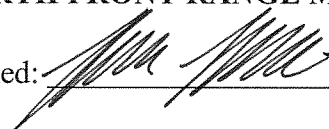
COLORADO DEPARTMENT OF TRANSPORTATION

Signed: _____

Name & Title: Director, CDOT Division of Transit & Rail

Date: _____

NORTH FRONT RANGE METROPOLITAN PLANNING ORGANIZATION

Signed:  _____

Name & Title: BECKY KARASKO, TRANSPORTATION PLANNING DIRECTOR

Date: _____

TRANSFORT

Signed:  _____

Name & Title: Darin Atteberry, City Manager, City of Ft Collins

Date: 3/1/2019

Approved as to form:



Assistant City Attorney

GREELEY-EVANS TRANSIT

Signed: _____

Name & Title: _____

Date: _____

Council Agenda Summary

June 4, 2019

Agenda Item Number 14

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

Title:

Consideration of a Resolution of the Greeley Council authorizing City to enter into a Twenty Year Lease Agreement with the Greeley Independence Stampede

Summary:

The City of Greeley has maintained a positive and fruitful relationship with the Greeley (Independence) Stampede for nearly 100 years. The Stampede has a proud and rich history beginning as "Spud Days" and "Spud Rodeo" and there has been exponential benefit to the City, its citizens, Weld County and the Northern Colorado region with the continual presence of this annual event in Greeley.

Previous lease agreements between the Stampede and the City have been approved and modified throughout the years with the most recent comprehensive Agreement having been approved in December, 2004 for a twenty year term from 2005-2025. Subsequent modifications/clarifications to this lease were approved by City Council in 2012.

This new twenty year lease (2019-2039) includes many of the same terms and conditions as the most recent Agreement and makes adjustment to certain elements, including updated and clarifications regarding mapping of Island Grove Regional Park and lease features, and defined sponsorship commitments between the Stampede and the City.

Staff from the City of Greeley and the Stampede worked on this updated format for several months to assure mutuality between both entities.

The Greeley Stampede Committee (Board of Directors) approved this Lease Agreement at their regular committee meeting on May 13, 2019.

<u>Fiscal Impact:</u> Does this item create a fiscal impact on the City of Greeley?	Yes
If yes, what is the initial, or, onetime impact?	
What is the annual impact?	*
What fund of the City will provide Funding?	General Fund
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:	*It is challenging to ascertain specific financial impacts attributed to the Stampede event itself. Staff and facilities at Island Grove Regional Park (IGRP) are maintained and budgeted for annually through the General Fund and numerous volunteers and sponsorship programs are also utilized, which vary annually, and which offset many direct costs. Capital projects are also funded at IGRP, at various levels, which benefit many users of the park, including the Stampede. This Agreement does outline certain financial terms for which the Stampede is responsible for and creates a revenue stream to IGRP and the City's General Fund. Generally, the Stampede makes annual payment to the City that encompasses Seat Fees (which goes towards the Island Grove Development Fund), a portion of general park admissions collected, electrical charges, Event Center rent, and rental of horse stalls.

Legal Issues:

The City Attorney's Office was integral in the formatting of the Lease document and has approved its final form.

In addition, The Greeley Stampede's independent counsel also reviewed and approved the Lease.

Other Issues and Considerations:

The Greeley Stampede contributes greatly to the economic vitality of Greeley and, through the Stampede's Gold Spur program, many donated improvements have been made at Island Grove Regional Park throughout the years that benefit the park and the community at large. All park improvements completed by the Stampede are pre-approved by staff and are also overseen and evaluated by the Island Grove Regional Park Advisory Board – a Board comprised of citizens appointed by both the City of Greeley and Weld County.

Applicable Council Priority and Goal:

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

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

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

Decision Options:

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

Council's Recommended Action:

A motion to adopt the Resolution.

Attachments:

Resolution
Agreement

THE CITY OF GREELEY, COLORADO

RESOLUTION _____, 2019

A RESOLUTION OF THE CITY OF GREELEY COUNCIL AUTHORIZING THE CITY TO ENTER INTO A TWENTY YEAR LEASE AGREEMENT WITH THE GREELEY INDEPENDENCE STAMPEDE

WHEREAS, the Greeley Independence Stampede, Inc. (“Stampede”) is a nonprofit corporation that produces an annual event known as the “Greeley Independence Stampede” and alternatively known as the “Greeley Stampede” (“Event”) of approximately twelve days that concludes on or shortly after July 4th; and

WHEREAS, the Event has been held in Greeley for 97 years and City Council believes continuation of the Event in Greeley is beneficial to the community; and

WHEREAS, the Greeley City Council supports the long term lease of Island Grove Regional Park to the Stampede which will enable the Event to continue to be successful; and

WHEREAS, the Event provides economic and tourism benefits to the City of Greeley (“Greeley”); and

WHEREAS, Greeley has historically supported the Event by providing the lease of Island Grove Regional Park and other in-kind services to the Stampede; and

WHEREAS, the Greeley City Council has determined that continuation of the Island Grove lease and the provision of in-kind services to the Stampede is in the best interests of the City and the citizens; and

WHEREAS, Greeley sponsors community events that create a positive sense of community and are beneficial to the vitality of the City’s economy; and

WHEREAS, in exchange for the lease and in-kind services, Stampede will recognize Greeley as a sponsor of the event; and

WHEREAS, Sponsorship of the Event by community organizations is crucial to its continued success; and

WHEREAS, the Greeley City Council has determined that sponsorship of the Event through attendance and participation at the Event by Greeley’s staff members and Officials encourages community pride, enhances economic tourism, and supports Greeley’s emphasis on promoting the City; and

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

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

Section 1. The City Council hereby authorizes the City to enter into an Agreement entitled "Agreement between the City of Greeley and the Greeley Independence Stampede Including Twenty Year Lease Agreement", a copy of which is attached hereto and incorporated herein as Exhibit A.

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

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

PASSED AND ADOPTED, SIGNED AND APPROVED THIS _____ day of _____, 2019.

ATTEST:

THE CITY OF GREELEY, COLORADO

City Clerk

Mayor

**AGREEMENT BETWEEN THE CITY OF GREELEY AND
THE GREELEY INDEPENDENCE STAMPEDE INCLUDING
TWENTY YEAR LEASE AGREEMENT**

THIS AGREEMENT made this _____ day of _____, 2019, by and between The City of Greeley, Colorado, a Colorado home rule municipality, (“Greeley”) and The Greeley Independence Stampede, Inc., a Colorado corporation, (“Stampede”).

WHEREAS, Stampede is a nonprofit corporation that produces an annual event known as the “Greeley Independence Stampede” and alternatively known as the “Greeley Stampede” (“Event”) of approximately twelve days that concludes on or shortly after July 4; and

WHEREAS, the Event provides economic and tourism benefits to Greeley; and

WHEREAS, Greeley has historically supported the Event by providing in-kind services to the Stampede; and

WHEREAS, the Greeley City Council has determined that continuation of the in-kind services is in the best interests of the City and the citizens; and

WHEREAS, Stampede recognizes sponsors of the Event because of the importance of such sponsorships to the success of the Event; and

WHEREAS, sponsors receive tickets to the Event and related activities in order to encourage continued sponsorship and establish community ties to the Event; and

WHEREAS, Sponsorship of the Event by community organizations is crucial to its continued success; and

WHEREAS, the City of Greeley sponsors community events that create a positive sense of community and are beneficial to the vitality of the City’s economy; and

WHEREAS, the Greeley City Council has determined that sponsorship of the Event through attendance and participation at the Event by City staff members and Officials encourages community pride, enhances economic tourism, and supports Greeley’s emphasis on promoting the City; and

WHEREAS, Stampede desires to lease year-round from Greeley land located in Island Grove Regional Park for Stampede’s offices and storage, together with parking adjacent thereto; and

WHEREAS, Stampede desires to lease from Greeley Island Grove Regional Park for the purposes of conducting the Event; and

WHEREAS, in exchange for the lease of facilities and support of the Event, Stampede will recognize Greeley as a Top Level Sponsor and provide Greeley with sponsorship packages commensurate with Greeley's contributions; and

WHEREAS, Greeley and Stampede have agreed to the terms and conditions upon which Greeley shall lease the premises to Stampede; and

WHEREAS, the parties wish to reduce their agreement to writing.

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

1. Grant of Leaseholds.

- a. Ground Lease. Greeley hereby grants Stampede an exclusive lease ("Ground Lease") for that area upon which Stampede's building is located in Island Grove Regional Park ("Ground Lease Premises") and those areas used by Stampede for storage, all as depicted on Exhibit A, attached hereto and incorporated herein by reference, and Stampede hereby accepts the grant of leasehold to the leased area subject to and expressly conditional upon performance of the obligations specified in this lease.
- b. Stampede Event Lease. Subject to Paragraph 20, Greeley hereby grants Stampede an intermittent exclusive leasehold interest ("Event Lease") in the Island Grove Regional Park, including, without limitation, all improvements and systems as are currently, or may be in the future, in existence thereon ("Event Lease Premises") in accordance with the boundaries depicted on Exhibit B, attached hereto and incorporated herein by reference, for that term as stated in Paragraph 2(b) below. Stampede hereby accepts the grant of leasehold to the leased premises subject to and expressly conditional upon performance of the obligations specified in this lease.
- c. Parking Lot Lease. Greeley hereby grants Stampede an intermittent exclusive leasehold interest ("Parking Lot Lease") in the Parking Lot shown on Exhibit C, attached hereto and incorporated herein by reference for that term as stated in Paragraph 2(c) below.

2. Lease Term.

- a. Ground Lease. The term of the Ground Lease ("Ground Lease Term") shall be

for that period beginning January 1, 2019 and ending on December 31, 2039.

- b. Stampede Event Lease. The term of the Event Lease (“Event Term”) shall be for that period of each calendar year during the Ground Lease Term beginning at 12:01 a.m. on the Friday of the weekend immediately preceding any regularly scheduled Stampede event and ending at 11:59 p.m. forty-eight hours following the conclusion of the Event; provided, however, the Event Term shall end with respect to all grass/sod areas between D Street and the Bunkhouse along the west side of 14th Avenue at 11:59 p.m. twenty-four hours following the conclusion of the Event. Each year, Stampede shall provide Greeley with written notice of the dates of the Event for the next year no later than May 30th, and Stampede agrees to reasonably cooperate with Greeley concerning the timing of the expiration of each Event Term to accommodate Greeley's scheduling of other events in Island Grove Regional Park.
- c. Parking Lot Lease. The term of the Parking Lot Lease (“Parking Lot Lease Term”) shall be for the following periods during the Event Term:
 - i. All Saturdays during the Event Term from 12:01 a.m. to 12:00 midnight;
 - ii. All Sundays during the Event Term from 12:01 a.m. to 12:00 midnight;
 - iii. All Mondays, Tuesdays, Wednesdays, Thursdays and Fridays during the Event Term from 12:01 a.m. to 8:00 a.m. and from 5:30 p.m. to 12:00 midnight.
- 3. Ground Lease Rent. The rent to be paid by the Stampede for the Ground Lease Premises shall be \$10.00 per year payable on or before January 30th of each calendar year of the Ground Lease Term. Stampede may prepay this amount.
- 4. Event Lease Rent. The rent to be paid by the Stampede for the Event Lease Premises is determined as follows:
 - a. Seat Fee. Stampede shall annually pay to Greeley all amounts collected or that could be collected by Stampede through imposition of the City of Greeley's “seat fee” on all paid tickets issued and/or distributed, for any and all activities requiring admission tickets on the Event Lease Premises. Each purchased ticket package will pay one “seat fee”.
 - b. Food and Beverage Fee and Credit for Payment of Improvements.
 - i. Stampede shall annually pay to Greeley a fifteen percent (15%) fee of all amounts of gross revenue received by the Stampede from vendors for rental of space for food and beverage concessions and 15% of gross revenue received from food and beverage concessions operated by the Stampede or contracted to be operated for the benefit of the Stampede.

- ii. In lieu of all or a portion of the fifteen percent (15%) annual fee assessed upon all amounts of gross sales for food and beverages sales described in paragraph 4(b)(i) above, the Stampede may provide financing for fixtures, equipment, sundries or Capital Improvements for the Event Lease Premises.
 - a) The prospective project the Stampede wishes to finance (“Project”) shall first be submitted to Greeley City Manager or designee for approval. Following verbal approval, Stampede may proceed with the Project.
 - b) Following construction, implementation or completion of the Projects for the year, the Project list shall be submitted to the Island Grove Advisory Board for determination of value.
 - c) Stampede shall annually account for all food and beverage sales made by Stampede during the Event Lease Term and provide the same to Greeley and the Island Grove Advisory Board.
 - d) “Capital Improvements” as used in this Paragraph shall mean the addition of a permanent structural change or the restoration of some physical aspect of the Event Lease Premises that will either enhance the premise’s overall value, increase its useful life or adapt it to new uses and has a useful life of at least five years.
 - e) “Fixtures” as used in this Paragraph shall mean the addition of equipment, furniture or the like that is permanently affixed to a building or other structure located within the boundaries of Island Grove Park, including Centennial Village.
 - f) “Equipment” as used in this Paragraph shall mean items to be used for the exclusive benefit of Island Grove Park, including Centennial Village.
 - g) “Sundries” as used in this Paragraph shall mean those miscellaneous items purchased by Stampede for the Event that reduce Greeley’s expenditures, such as landscaping material, toilet paper, light bulbs and trash bags.
 - iii. Stampede shall receive a credit toward the amount owed to Greeley for value of the Project. In the event the aggregate value of Projects under paragraph 4.b.(ii) exceeds the fifteen percent (15%) described in paragraph 4.b.(i), Stampede shall be entitled to carry over such excess as a credit against its annual 4.b.(i) and 4.b.(ii) obligations for future years. Stampede’s entitlement to carry forward such credit began in 2012 and Greeley will honor this credit throughout the term of this Lease and any extension or renewal thereof.
- c. Stampede agrees to pay the rental fee for the Island Grove Event Center for use, if any, of the same during the Event. If Stampede does not use the entire Event Center, the rental fee shall be pro-rated based on that percentage of the Event

Center being used by Stampede.

- d. The rent shall be paid within forty-five days following the annual expiration of the Event Lease Term.
5. Uses by Stampede. Stampede agrees that the Ground Lease Premises and Event Lease Premises shall be used only for lawful activities in conjunction with the Greeley Independence Stampede, Inc. activities. Stampede agrees to conduct its business on the Ground Lease Premises and Event Lease Premises, and to use its best efforts to ensure that all promoters, businesses, sponsors, vendors, independent contractors and others authorized by Stampede to enter and conduct business and activities upon the Ground Lease Premises and Event Lease Premises, be in compliance with all statutes, ordinances and other governmental regulations.
 6. Maintenance During Event Term.
 - a. During each Event Term, maintenance costs for the Ground Lease Premises and Event Lease Premises, except those portions of building improvements occupied by Greeley or third parties, shall be the sole responsibility of Stampede. Stampede shall maintain and the Ground Lease Premises and Event Lease Premises, its inclusions and improvements.
 - b. Such maintenance shall include but not be limited to, repairing damage to buildings, sod, turf, and grassy areas. The parties agree that this responsibility for replacement or repair shall not extend to sod, turf, and grassy areas upon which the "Food Court" is located in the Event Lease Premises; and Greeley agrees to repair and replace sod, turf, and grassy areas located in the Food Court area at its sole cost and expense.
 - c. Subject to Paragraphs 7 and 26, Stampede shall return the Event Lease Premises to Greeley at the end of each Event Term in as good condition as Stampede received it at the commencement of such Event Term, excepting normal wear and tear.
 - d. Notwithstanding any provision in this Paragraph 6 or this Agreement to the contrary, Stampede shall have no liability for and no obligation to repair or replace the structural components or roof of any improvement damaged during any Event Term unless damage or destruction is caused by the negligent act or intentional omission of Stampede.
 7. Condition of Event Lease Premises.
 - a. Greeley shall maintain the Event Lease Premises in a good and acceptable state

of repair during the Ground Lease Term, except as otherwise provided in this Agreement.

- b. Greeley shall deliver the Event Lease Premises to Stampede at the commencement of each Event Term in such condition that they are fit and ready for their intended use by Stampede.
- c. Subject to Paragraphs 6 and 27, in the event Greeley fails or neglects to properly maintain, repair or replace the inclusions and improvements upon the Event Lease Premises, or fails to deliver them in the condition required, Stampede may perform such maintenance or repairs and Greeley shall reimburse Stampede, or credit Stampede's obligation under paragraph 4. c., for the reasonable price of such maintenance and repairs.

8. Inspection of Premises.

- a. The parties shall meet no later than sixty days prior to the commencement of each Event Term to discuss the condition of the Event Lease Premises and action that is required by Greeley with respect to the same as provided under this Agreement.
- b. No later than ten days prior to the commencement of each Event Term, authorized representatives of Greeley and Stampede shall conduct a "walk through" of the Event Lease Premises to assess the condition of the Event Lease Premises. The parties shall identify maintenance, repair or replacement items that Greeley should address during the walk through.
- c. Upon the commencement of each Event Term, Stampede shall be deemed to have accepted the Event Lease Premises in their then-current condition except for items identified as provided in this Paragraph 8 and except for hidden or latent defects.

9. Greeley Sponsorship of Event.

- a. Stampede maintains a sponsorship program in support of the Event. Greeley has traditionally provided services to Stampede in exchange for Greeley's recognition as a Top Level sponsor of the Event. The parties wish to formalize this relationship.
- b. Stampede shall affix the City of Greeley logo and/or name wherever all sponsor logos/names are normally placed in a commercially reasonable manner that indicates that the City of Greeley is a Top Level sponsor of the Event.
- c. Greeley hereby agrees, at its sole cost and expense, to provide services to Stampede during the event as identified below. The parties agree that the value

of these services exceeds the value of the Top Level sponsorship package addressed in subparagraph d.

- i. Daily general cleanup for the Event Lease Premises as stated and limited by Exhibit D attached hereto and incorporated herein by reference. “General clean-up” shall include cleaning and maintenance of all restrooms on the Event Lease Premises and all necessary and ordinary routine policing and ground maintenance of the Event Lease Premises to including the removal and discarding into proper containers all trash, litter, and debris resulting from the Event or caused by Stampede, its invitees, guests, and members of the general public. “General clean-up” shall not include any areas used or occupied for corporate events, Gold Spur events, Pancake Breakfasts and/or the “beer tent”, “sky boxes” or like areas where entry is restricted to certain members, certain ages and/or identified groups.
 - ii. In-kind donation of equipment and facilities as described in Exhibit E attached hereto.
 - iii. Traffic Control at the entrances/exits to the Ground Lease area during the Ground Lease term. This shall include design and implementation of a traffic control plan, and on-site traffic direction as needed. Greeley shall provide traffic control devices, except that Stampede will obtain additional traffic control devices needed for the Event and as requested by Greeley.
 - iv. Traffic Control during the Greeley Independence Stampede Parade (“Parade”). This shall include implementation of a traffic control plan, and on-site traffic direction as needed. Greeley shall provide traffic control devices, except that Stampede will obtain additional traffic control devices needed for the Parade and as requested by Greeley.
 - v. Greeley will provide Stampede the use of the 9th Street Plaza for one day, and the use of Lincoln Park for one day at no charge for Stampede promotional events. Stampede must complete all required City permits and leases.
- d. Stampede agrees to recognize Greeley as a Sponsor on all advertising, signage, and promotional materials where other Sponsors are named. As part of this Sponsorship recognition, Greeley will receive a Sponsor Package, the value of which shall be commensurate with the value of Greeley’s contribution to the Event.

10. Greeley Charges for Costs and Labor.

- a. Stampede agrees that, in the event Stampede desires Greeley to provide services in addition to the services provided in Paragraph 9 above, for: (i) maintenance, repair or replacement of the Ground Lease Premises or Event Lease Premises, its inclusions and improvements; (ii) operation of events including “set-up and break-down” of equipment and modification of the premises for said events during the Event; or (iii) additional clean-up of the Event Lease Premises at the conclusion of an Event Term or on a daily basis during an Event Term, Stampede shall pay to Greeley its current costs, rates and amounts then in effect at the time of Stampede's request for such services, which costs, rates and amounts may be adjusted annually.
- b. In the event Stampede fails to perform its obligations under Paragraph 6, Greeley, subject to Paragraph 24 below, may perform maintenance, repair or replacement upon the Ground Lease Premises or Event Lease Premises, its inclusions and improvements. In such event, Greeley shall cause said maintenance, repair and replacement to be performed and Stampede hereby agrees to pay Greeley its current costs, rates and amounts then in effect for such services which costs, rates and amounts may be adjusted annually.
- c. Greeley shall provide Stampede, on an annual basis and no later than six months prior to the commencement of an Event Term, its schedule of costs, rates and amounts for services provided for in this Paragraph 10, or said amounts shall be at the previous years' level.

11. Donation/Cost of Rental Equipment and Facilities. The parties agree that the “in-kind facility and equipment donation” items listed in Exhibit E shall not be modified during the Ground Lease term. However, the parties further agree that the availability and rental costs for all other facilities and equipment may be adjusted on an annual basis. Greeley shall provide Stampede, on an annual basis and no later than six (6) months prior to the commencement of an Event Term, its schedule of facilities and equipment available for rent, along with the rental costs for the same, or said facilities, equipment and costs shall remain at the previous years' level.

12. Utilities. Stampede hereby agrees to pay an annual amount to Greeley as payment for utility costs incurred due to Stampede's use of the Ground Lease Premises and Event Lease Premises. The annual amount shall be \$16,500.00 in 2019. Thereafter, the annual amount shall increase 1.5% every year.

13. Stampede Trade Name and Stampede Event Name/Transfer of Name.

- a. Greeley and Stampede agree that Stampede may file with the Colorado Secretary

of State any trade name for Stampede that includes as part of the trade name the individual words "Greeley," "Independence," and/or "Stampede," to protect the integrity, use and association of the words stated above to reflect the annual Greeley Independence Stampede event.

- b. At all times during Ground and Event Lease terms of this agreement, and for so long as the agreement is not terminated due to Greeley's uncured default, pursuant paragraph 27 Stampede shall use the name "Greeley Independence Stampede" or "Greeley Stampede" for its annual Stampede Event upon the Ground Lease Premises and Event Lease Premises. Subject to the provisions of paragraph 27, the Stampede agrees that Stampede shall not sell, barter, exchange or abandon during the term of this lease the name of "Greeley Independence Stampede" or "Greeley Stampede", both as its corporate name and as the name of the Event.
 - c. If at any time during the Ground Lease Term the Stampede (a) dissolves the corporation; (b) ceases to produce the Event; or (c) fails to schedule the location of the annual Greeley Independence Stampede Event and/or hold said Event solely within the City of Greeley jurisdictional limits, then, Stampede agrees to legally and irrevocably transfer to Greeley at no cost all rights, restrictions, trademarks, copyrights, licenses, uses, leases, permissions of and upon the names of "Greeley Independence Stampede" and "Greeley Stampede" including all rights and responsibilities associated with said name, its logo, and goodwill.
14. Emergency Repairs and Replacements. Notwithstanding any provision in this Agreement to the contrary, Stampede shall have the right to make repairs or replacements of an urgent or emergency nature to the Event Lease Premises upon the approval by Greeley's City Manager, or his designee, regarding the nature and value of such repair or replacement. The agreed upon value of any such repair or replacement shall be credited against Stampede's obligation under Paragraph 4.c.
15. Compliance with General Policies and Procedures. Except as specifically modified by the terms herein, Stampede agrees to comply with all policies and procedures governing Island Grove Event Center and its facilities at all times during the term of this lease. A copy of the policies and procedures shall be supplied by Greeley to Stampede on an annual basis.
16. Reservation of Island Grove Event Center. Stampede agrees that Greeley retains the use of the Island Grove Event Center ("Event Center") for its own use or rental at all times Tenant is not renting the Event Center during the Event Term. Stampede agrees to provide Greeley written documentation at least sixty days prior to beginning of the Event Term of any and all uses it has scheduled for the Event Center. Failure of Stampede to

provide a schedule of uses and/or pay all applicable rents, fees and other charges for use of the Event Center shall result in cancellation of Stampede's lease of the Event Center. Greeley agrees to waive the sixty day notice period in the event any circumstance arises outside the reasonable prediction or control of Stampede which requires Stampede's activities occurring during the Event Term to be held indoors, and the Event Center is available for rent.

17. Greeley Ownership of Island Grove Arena Concession Stands and Sky Boxes. Greeley maintains all right, title, and interest in all donated improvements including but not limited to the building known as the "Buckle Club", sky boxes, elevator and/or west side concession stands located on the Ground Lease Premises. Greeley may use said improvements named in this paragraph as it sees fit, without interference from Stampede; provided, however, such use does not unreasonably interfere with Stampede's use of the Ground Lease Premises.

18. Signage.

- a. The parties agree that Greeley is solely responsible for all permanent signage within the Event Lease Premises. Stampede agrees that it has no legal or equitable right to any permanent signage within the leased premises, including but not limited to signage for sponsorships of any events of the Event.
- b. Stampede shall have the right to display, post and place signs and banners, and to authorize its agents, invitees and guests to do the same, on the Event Lease Premises during each Event Term including the right to place such signage in a manner as to cover or obstruct from view any permanent signage of the Greeley or any third party on the Event Lease Premises.
- c. Stampede must obtain the appropriate sign permits from Greeley for all temporary signs and banners as required by the City of Greeley Municipal Code.
- d. All revenue generated from payment for the placement of signs by Stampede during the Event, or its agents, invitees or Stampedes, from sponsorships or otherwise, under this Paragraph 18 shall be the sole property of Stampede.
- e. Stampede and Greeley may negotiate naming rights for the building or buildings at Island Grove subject to applicable City policies and approval by the Greeley City Council. Any agreement regarding naming rights shall become an Exhibit to this Agreement and shall be fully incorporated herein.

Mutual Indemnity, Release and Hold Harmless. Stampede shall be liable for all first and third party claims, liabilities, expenses or damages of any nature or kind arising out of its negligent and/or intentional tortious conduct. Greeley shall be liable for all first and third

party claims, liabilities, expenses or damages of any nature or kind arising out of its negligent and/or intentional tortious conduct.

19. Insurance/Bonds.

- a. Public Liability, Premises Liability and Property Insurance. Stampede shall procure and keep in effect during the entire term of Ground Lease and Event Lease general liability, public liability, premises liability, and property damage insurance in which the minimum limits of liability shall be Five Million Dollars combined, single limit coverage and Stampede shall cause Greeley to be named as an additional insured party on all said policies. All insurance policies shall include coverage of both Greeley and Stampede regardless of fault.
- b. Delivery of Documents/No Cancellation. Said policies shall contain a clause that the insurer will not cancel or change the insurance without first giving both parties prior written notice. Such insurance may be furnished by either party under a blanket policy or separate policy and shall be issued by a company licensed to do business in the State of Colorado. All policies, bonds and certificates of insurance shall be delivered to the Greeley no later than thirty days prior to commencement of the Ground Lease Term and each Event Term.
- c. No Waiver of Governmental Immunity. Nothing contained in this agreement shall be construed or is construed to limit or waive the immunity and/or limitations of the Colorado Governmental Immunity Act, §24-10-101, et seq. Greeley hereby expressly retains the benefits including any and all limitations and/or immunities, contained in said Governmental Immunity Act or any other rule, law, statute or regulation.

20. Security/ Parking Plan.

- a. Stampede is responsible for any and all security upon the Ground Lease Premises and Event Lease Premises, including but not limited to, general security of the premises, and security for identified events and attractions occurring upon the premises during the Event Term.
- b. No later than thirty days prior to the beginning of each Event Term, Stampede shall provide, in writing, to Greeley's Police Chief ("Police Chief") a Security Plan provided by Stampede for all special and general events occurring during the Event Term. The Police Chief shall review the Security Plan, which shall include the number and type of security personnel to be present on the Event Lease Premises and shall provide contingency plans for emergency ingress and egress and evacuation of parking areas. The Police Chief shall make modifications to the Security Plan, if needed.

- c. Stampede shall follow the Security Plan as submitted or modified by the Police Chief. In the event of a dispute between Stampede and the Police Chief, concerning any such recommendations, Greeley's City Manager or designee shall determine whether or to what extent Stampede must comply with the Police Chief's modifications.
 - d. In the event Stampede fails to provide security in accordance with the final Security Plan Greeley may, in its sole discretion, provide additional security for special or general events upon the Event Lease Premises.
 - e. Greeley and Stampede agree that Greeley shall provide, at no cost to Stampede, the level of police and fire protection services needed for the Stampede's activities occurring upon the Ground Lease Premises and Event Lease Premises as determined by the Police Chief.
21. Sales and Use Tax. Stampede shall provide all its business invitees, vendors, caterers, independent contractors and other businesses doing business upon the Event Lease Premises during the Event Term, a copy of Greeley's Sales and Use Tax Ordinances. Stampede shall provide Greeley with all required information about said entities no later than thirty days prior to the commencement of the Event Term. Stampede shall collect and remit all sales and use taxes for its taxable activities upon the Event Lease Premises during the annual Event Term.
 22. Inspection and Audit of Stampede Event Annual Books and Records. Greeley has the right to inspect and audit Stampede's books and records regarding Stampede's activities upon the Ground Lease Premises and Event Lease Premises only to the extent necessary for the purposes of determining the rents to be received by Greeley pursuant to paragraph 4 herein. All information reviewed or obtained by Greeley from Stampede's books and records shall be deemed confidential financial information as that term is defined in the Colorado Open Records Act, C.R.S. §24-72-201. Greeley agrees to protect such information and treat it as confidential to the fullest extent of the law.
 23. Access by Greeley. Greeley, at reasonable times and frequency shall have the right to enter the Ground Lease Premises and Event Lease Premises, but not the improvements on the Ground Lease Premises used by Stampede for offices and storage, and to examine the same, to make any and all inspections and repairs, alterations, improvements or additions without constituting an eviction of Stampede in whole or in part. In no event shall such right be exercised in a manner that interferes with the business of Stampede or the Event.
 24. No Assignment. Neither party may assign this lease to any third party without the other party's written consent.
 25. Default by Stampede.

- a. If Stampede fails to pay any rental payment or any other financial charge when due, Greeley agrees to give Stampede five days written notice of such default, and Stampede shall cure any such payment and/or charge defaults with ten (10) business days of such notice.
- b. If Stampede fails perform any other term, condition or covenant of this Lease for more than twenty-four hours after receipt of written notice of such failure, unless the cure of such failure requires more than twenty-four hours and Stampede is diligently pursuing such cure, Greeley shall then have the right to pursue any right or remedy to which Greeley is entitled under applicable law or this lease for such failure.
- c. Notices to Stampede shall be deemed received and complete three days after posting of such notice with the United States postal service by certified mail, return receipt requested, with postage and fees prepaid addressed as provided in Paragraph 30.
- d. If Stampede fails or refuses to repair, replace, or reconstruct the Ground Lease Premises or Event Lease Premises to the condition existing at the commencement of the Event Term, then Greeley may perform such responsibility for Stampede. In that event, Stampede agrees to pay Greeley its actual costs incurred to repair, replace or reconstruct the Ground Lease Premises or Event Lease Premises.
- e. In the event Stampede fails to cure a default within the period as stated above, then a) Greeley is entitled to its actual compensatory damages; and b) Stampede shall transfer its entire interest to Greeley in the building subject to the Ground Lease and immediately vacate the building and Ground Lease Premises.

26. Default by Greeley.

- a. In the event Greeley fails to perform any obligation hereunder within twenty-four hours after receipt of written notice, unless the cure of such failure requires more than twenty-four hours and Greeley is diligently pursuing such cure, then Stampede shall have the right to:
 - i. remedy Greeley's default, in which case Greeley shall, at Greeley's option, (i) reimburse Stampede on demand for the reasonable price of such remedy, or (ii) credit Stampede's obligation under Paragraph 4.c by an amount equal to the reasonable price of such remedy;
 - ii. terminate this Agreement; or
 - iii. compensatory and consequential damages.

- b. Subject to the terms and conditions of this Agreement, in the event Greeley fails or refuses to repair, replace, or reconstruct the Ground Lease Premises or Event Lease Premises, its inclusions and improvements for which Greeley has responsibility hereunder to the condition existing at the time Stampede took possession of the Event Lease Premises and Stampede performs such responsibility for Greeley, then in that event, Greeley hereby agrees to pay Stampede in accordance with 25.a. above.
- 27. Remedies. In addition to any remedies allowed by law, the parties agree that each party shall have the remedy of specific performance to enforce all the terms and conditions of this Lease Agreement, including but not limited to obtaining damages for default as authorized by Paragraphs 27 and 28.
- 28. Communication. Cooperation and communication are important factors in the future success of the relationship created by this Agreement. To avoid a breakdown in the chain of communication and the resulting inconsistencies, and to facilitate clear and consistent communication, each party agrees to designate an individual through whom communication related to the terms and conditions of this Lease shall be given and received. Initially, Greeley designates Andy McRoberts, Culture, Parks and Recreation Director; and Stampede designates Justin Watada, General Manager. Such designations may be changed from time to time by either party giving written notice of the change.
- 29. Miscellaneous.
 - a. Time is of the essence in all provisions of this Lease.
 - b. Colorado law governs the interpretation and construction of this Lease and the resolution of all disputes hereunder.
 - c. This Lease is binding upon and will inure to the benefit of the parties hereto and their successors.
 - d. The provisions of this Lease may be amended only in writing signed by both parties.
 - e. Paragraph headings are for convenience only and shall not be considered in any controversy involving the meaning and interest of this Lease.
 - f. Any notices permitted or required by this Agreement must be in writing and given by personal service upon the other party or by certified mail, postage prepaid, to the other party and addressed and delivered as follows:

Notice to Greeley shall be delivered or mailed to:

City of Greeley
City Manager
1000 10th Street
Greeley, CO 80631

With a copy to:

City of Greeley
City Attorney's Office
1100 10th Street
Greeley, CO 80631

Notice to Stampede shall be delivered or mailed to:

Greeley Independence Stampede, Inc.
600 North 14th Avenue
Greeley, CO 80631

With a copy to:

Jeffrey T. Bedingfield
2725 Rocky Mountain Avenue, Suite 320
Loveland, CO 80538

- g. Entire Agreement. This written Agreement constitutes the entire agreement of the parties and any prior agreement between the parties relating to the premises, shall be of no force or effect.
- h. Building and Ground Leases Superseded. The terms of this Agreement is or shall supersede and replace all terms of the Building and Ground Leases entered into by the parties on December 9, 2004, and any amendments thereof.
- i. Counterpart and Electronic Signatures. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same document. This Agreement may be executed and delivered by electronic signature by any of the parties and all parties consent to the use of electronic signatures.

IN WITNESS WHEREOF, the parties hereto have executed this agreement in duplicate as of the day and year set forth above.

ATTEST:

THE CITY OF GREELEY, COLORADO

By: _____
Betsy Holder, City Clerk

By: _____
John Gates, Mayor

APPROVED AS TO SUBSTANCE:

By: _____
Roy Otto, City Manager

AVAILABILITY OF FUNDS:
FORM:

APPROVED AS TO LEGAL

By: _____
Renee Wheeler, Director of Finance

By: _____
Doug Marek, City Attorney

GREELEY INDEPENDENCE STAMPEDE, INC.

ATTEST:

By: _____
Chad Sanger, Stampede Chair

Justin Watada, General Manager

EXHIBIT A: GROUND LEASE



LEGEND

-  City Shop
-  Greeley Stampede Office
-  Stampede Storage Located Under Seating Sections
-  Wrangler Headquarters

0 0.0075 0.015 0.03 Miles

EXHIBIT B: STAMPEDE EVENT LEASE



EXHIBIT B-1: STAMPEDE EVENT LEASE (ENTRYWAY)



LEGEND

- Stampede Event Lease Area
- Arterial Road
- Local Road
- Cache la Poudre River
- Lakes
- Baseball Field
- Park

0 0.0125 0.025 0.05 Miles

EXHIBIT C: PARKING LEASE



LEGEND

- Park
- Leased Parking Facilities

0 0.015 0.03 0.06 Miles

Council Agenda Summary

June 4, 2019

Agenda Item Number 15

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

Title:

Consideration of a resolution authorizing the transfer of \$150,000 in Airport Improvement Funds from the Greeley-Weld County Airport to Wray Municipal Airport

Summary:

As with other similar entities, the Greeley-Weld County Airport is entitled to access certain funds from the US Department of Transportation, Federal Aviation Administration. As part of an Airport Improvement Program (AIP) Agreement for Transfer of Entitlements, local airports that do not intend to use their full entitlements in a given year may release or transfer their annual entitlements to another eligible airport that does have a pending project. Greeley-Weld Airport was a beneficiary of such a transfer in 2015 for the design of the Runway 17-35 rehab project. The City has regularly approved previous reciprocal requests of a similar nature. The City approved a similar transfer to Wray Municipal Airport in 2018.

With this request, Greeley-Weld Airport would transfer its entitlement of \$150,000 to the Wray Municipal Airport. Such a transfer requires approval from each of the legal governing entities of the Greeley-Weld Airport (City of Greeley, Weld County, and the Greeley-Weld Airport Authority).

Fiscal Impact:

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

Legal Issues:

None.

Other Issues and Considerations:

None.

Applicable Council Priority and Goal:

*Economic Health & Development: Active support of business development
Infrastructure & Growth: Public facilities & equipment*

Decision Options:

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

Council's Recommended Action:

A motion to adopt the Resolution.

Attachments:

Resolution

Airport Resolution

THE CITY OF GREELEY, COLORADO

RESOLUTION _____, 2019

A RESOLUTION AUTHORIZING THE TRANSFER OF \$150,000 IN AIRPORT IMPROVEMENT PROGRAM ENTITLEMENT FUNDS FROM THE GREELEY-WELD COUNTY AIRPORT TO WRAY MUNICIPAL AIRPORT

WHEREAS, the Greeley-Weld County Airport has used Airport Improvement Program (“AIP”) entitlement funds from the US Department of Transportation, Federal Aviation Administration, to complete certain improvements at the airport; and

WHEREAS, the Greeley-Weld County Airport has been the beneficiary of federal grant funds that were intended for but unable to be used by other local airports as part of the AIP entitlement funding; and

WHEREAS, the Greeley-Weld County Airport has AIP entitlement funding that it will not use in the fiscal year for which the funds are available, and consequently, the funds are available to extend to another airport that is eligible to receive such funding and has a pending project; and

WHEREAS, the Greeley-Weld County Airport Authority deems it advisable to transfer the funding from the Greeley-Weld County Airport to Wray Municipal Airport and urges the Greeley City Council to also authorize the transfer of the funds.

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

- Section 1.** The transfer of Airport Improvement Program entitlement funding from Greeley-Weld County Airport to Wray Municipal Airport is hereby approved.
- Section 2.** The Mayor of the City of Greeley is authorized to sign the transfer agreement 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 4th day of June, 2019.

ATTEST:

THE CITY OF GREELEY, COLORADO

City Clerk

John D. Gates, Mayor



OMB CONTROL NUMBER: 2120-0569
EXPIRATION DATE: 8/31/2019

Request for FAA Approval of Agreement for Transfer of Entitlements

In accordance with 49 USC § 47117(c)(2),

Name of Transferring Sponsor: County of Weld, Colorado, City of Greeley, Colorado and Greeley-Weld County Airport Authority

hereby waives receipt of the following amount of funds apportioned to it under 49 USC § 47117(c) for the:

Name of Transferring Airport (and LOCID): Greeley-Weld County Airport (GXY)

for each fiscal year listed below:

Entitlement Type (Passenger, Cargo or Nonprimary)	Fiscal Year	Amount
NP	2018	\$57,725
NP	2019	\$92,275
Total		\$150,000

The Federal Aviation Administration has determined that the waived amount will be made available to:

Name of Airport (and LOCID) Receiving Transferred Entitlements: Wray Municipal Airport (2V5)

Name of Receiving Airport's Sponsor: City of Wray, Colorado

a public use airport in the same state or geographical areas as the transferring airport for eligible projects under 49 USC § 47104(a).

The waiver expires on the earlier of September 30, 2019 or when the availability of apportioned funds lapses under 49 USC § 47117(b).

For the United States of America, Federal Aviation Administration:

Signature: _____

Name: John P. Bauer

Title: Manager, Denver Airports District Office

Date: April 25, 2019

Certification of Transferring Sponsor

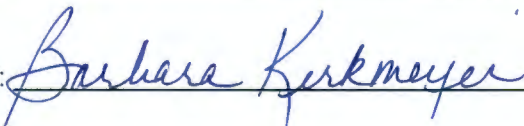
I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this 13th day of May, 2019

Name of Sponsor: County of Weld, Colorado

Name of Sponsor's Authorized Official: Barbara Kirkmeyer

Title of Sponsor's Authorized Official: Chair, Board of Weld County Commissioners

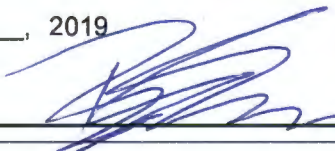
Signature of Sponsor's Authorized Official: 

Certificate of Transferring Sponsor's Attorney

I, Bruce Barker, acting as Attorney for the Sponsor do hereby certify that in my opinion the Sponsor is empowered to enter into the foregoing Agreement under the laws of the state of Colorado. Further, I have examined the foregoing 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 49 USC § 47101, et seq.

Dated at Greeley, Colorado (City, State),

this 13th day of May, 2019

Signature of Sponsor's Attorney: 

Certification of Transferring Sponsor

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this _____ day of _____, 2019

Name of Sponsor: City of Greeley, Colorado

Name of Sponsor's Authorized Official: _____

Title of Sponsor's Authorized Official: _____

Signature of Sponsor's Authorized Official: _____

Certificate of Transferring 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 Agreement under the laws of the state of Colorado. Further, I have examined the foregoing 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 49 USC § 47101, et seq.

Dated at _____ (City, State),

this _____ day of _____, 2019

Signature of Sponsor's Attorney: _____

Certification of Transferring Sponsor

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this 16th day of May, 2019

Name of Sponsor: Greeley-Weld County Airport Authority

Name of Sponsor's Authorized Official: Mike Freeman

Title of Sponsor's Authorized Official: Board Chair

Signature of Sponsor's Authorized Official: Mike Freeman

Certificate of Transferring Sponsor's Attorney

I, William Croster, acting as Attorney for the Sponsor do hereby certify that in my opinion the Sponsor is empowered to enter into the foregoing Agreement under the laws of the state of Colorado. Further, I have examined the foregoing 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 49 USC § 47101, et seq.

Dated at Greeley, Colorado (City, State),
this 16th day of May, 2019

Signature of Sponsor's Attorney: William Croster

Council Agenda Summary

June 4, 2019

Agenda Item Number 16

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

Title:

Consideration of a change order to the professional services contract with contract authors Gregory J. Hobbs and Michael Welch (Hobbs and Welch) for research, writing, preliminary editing, manuscript preparation and support tasks associated with the completion of the History of Greeley Water book

Summary:

Change Order #2 with Hobbs and Welch involves additional research and manuscript preparation work associated with the last phase of the Project. Hobbs and Welch have an independent contractor agreement with the City of Greeley (City) for professional writing and manuscript preparation to complete this Project. Change Order #2 for \$99,600.00 will increase the contract total from \$255,400.00 to \$355,000.00 and secure matching grant funds for 65% of the change order.

The Project was scoped by the Water & Sewer Department (W&S) in 2013 - 2014 to collect and document Greeley's rich history in water and her investment in a visionary and robust municipal system that would serve centuries to come. The book's extensive research rebuilds and documents decades of early system investment history that is little known and records had been damaged or lost in flood events. The project will serve the community, and the Department's onboarding of new staff and shall be a source of pride for Greeley.

The original scope for this Project included a limited amount of research, limited travel and interview hours and an estimate of time for author investment. However, the original scope would require modification once it was discovered that research of records through the museum, Greeley Tribune and Clerks office were laborious. As a result, the contract was modified once to add more time and resources, which brings the project up to the current period, where we have a professional editor engaged, \$65,000 of philanthropic budget contributions from local endowments and a clear process for working through the completion of the project.

With the scope now clearly defined, and clear definition to the extensive research and writing beyond the original scope, the projects budget requires an additional change order in the amount of \$99,600.00 to complete. Of the proposed change order, the \$65,000.00 grant is proposed to flow into the project budget from the Achieving Community Excellence (ACE) Water History Fund, funded by local historic interests.

Fiscal Impact:

Does this item create a fiscal impact on the City of Greeley?	Yes
---	-----

If yes, what is the initial, or, onetime impact?	\$34,600
What is the annual impact?	\$0
What fund of the City will provide Funding?	406 – Water Replacement
What is the source of revenue within the fund?	406 – Water Replacement
Is there grant funding for this item?	No
If yes, does this grant require a match?	Yes – ACE Fund
Is this grant onetime or ongoing?	Onetime
Additional Comments:	

Legal Issues:

Greeley Municipal Code 4.20.160 requires that change orders over 25% of the contract amount be referred to City Council for approval.

Other Issues and Considerations:

None.

Applicable Council Priority and Goal:

Infrastructure & Growth: Environmental Infrastructure

Decision Options:

1. Approve change order as recommended,
2. Amend change order and approve as amended,
3. Deny change order, or
4. Continue item to a date specific.

Council's Recommended Action:

A motion to approve the Change Order #2.

Attachments:

Authors Gregory J. Hobbs and Michael Welch Original Service Contract
Authors Gregory J. Hobbs and Michael Welch Change Order No. 1



CHANGE ORDER FORM

Project Information

Change Order #:	3	Date:	May 17, 2019
Project Name:	Greeley Water History Book		
Bid Number:	Sole Source	Dept/Division:	Water & Sewer
Budget Unit #:	406-00-880-8426-0000	PO #:	15001776 and 15001777
Project Manager:	Sean Chambers	Title:	Director

Contractor/Consultant Information

Contractor/Consultant:	Michael Welsh and Gregory Hobbs	Phone /Extension:	
------------------------	--	-------------------	--

The CONTRACTOR/CONSULTANT is hereby directed to perform the WORK described in the CONTRACT for design/construction as amended by this CHANGE ORDER.

See attached **10** sheets with full explanation for the change order.

Compensation to Contractor/Consultant

The original contract sum was:	\$205,000.00
The net change by previous change order was:	\$50,400.00
The contract sum prior to this change order was:	\$255,400.00
The contract sum will be: (See List) Increased	\$99,600.00
The new contract sum, including this change order is:	\$355,000.00
The contract time will be: (See List) Increased	
The new date for project completion is:	July 1, 2020

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

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

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

Signatures for Council (Council minutes need to be attached)

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

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

Certification of Content by Contractor/Consultant

Representative of Contractor/Consultant	Title

Additional Approval:

Budget Supervisor CPC Finance

Council approval is required for change orders > 25%. Council minutes need to be attached.

Approval Level is City Manager based on cumulative change orders totalling \$150,000 for a total of 73.2%



CITY OF GREELEY
PURCHASING DIVISION
1000 10TH STREET
GREELEY, CO 80631

PURCHASE ORDER NO. 15001777

PAGE NO. 1

VENDOR
41220
GREGORY JAMES HOBBS JR
1313 E CORNELL AVE
ENGLEWOOD CO 80113

SHIP TO
WATER & SEWER ADMIN
CITY OF GREELEY
1100 10TH ST STE 300
GREELEY CO 80631
ATTN: LORY STEPHENS

ORDER DATE:		BUYER: LORY STEPHENS		REQ. NO.: 0		REQ. DATE:	
TERMS: NET 30 DAYS		F.O.B.: DESTINATION		DESC.: FL15-12-153			
ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION		
01	1.00	EA	WATER HISTORY BOOK RESEARCH AND PREPARE MANUSCRIPT - JOINT SERVICES WITH MICHAEL WELSH	102500.0000	102,500.00		
ITEM#			ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL \$ 102,500.00	
4060088084260000 8229			102,500.00		TOTAL \$ 102,500.00		
						RECEIVED BY	

THIS ORDER IS NOT VALID OVER \$5000 UNLESS SIGNED BY THE DEPARTMENT AND PURCHASING MANAGER

DEPARTMENT AUTHORIZED SIGNATURE 12/11/15

PURCHASING MANAGER - ADELA GAIN

THIS ORDER IS NOT VALID OVER \$50000 UNLESS SIGNED BY ALL PARTIES BELOW

CITY ATTORNEY - DOUG MAREK

DIRECTOR OF FINANCE - VICTORIA RUNKLE 12/21/15

CITY MANAGER - ROY OTTO 223

INDEPENDENT CONTRACTOR AGREEMENT GREELEY WATER BOOK

THIS AGREEMENT is made by and between the City of Greeley, a Colorado municipal corporation with a principal place of business at 1000 10th Street, Greeley, CO, 80631 (hereinafter "City"), and Gregory J. Hobbs, Jr., an individual and independent contractor residing at 1313 East Cornell Avenue in Englewood, Colorado (hereinafter "Contractor" or "Contractor 1"), and Michael Welsh, an individual and independent contractor residing at 603 35th Avenue in Greeley, Colorado (hereinafter "Contractor" or "Contractor 2"), with an effective date of December 23, 2015.

For the purposes of establishing the relative rights, interests, duties, and obligations of the parties, and for valuable consideration, the adequacy of which is acknowledged by the parties, the following agreements and understandings are made:

ARTICLE 1 SERVICES AND SCHEDULE

1.01 Scope of Services. Contractor shall provide the Services described in Appendix A (attached hereto and identified as "Scope of Services" therein) in accordance with applicable specifications or minimum standards. The Services of the Contractor shall be under the direction of the Project Manager ("Project Manager" as identified in Appendix A) designated to act as the City's representative during the performance of this Agreement.

1.02 Schedule. Contractor shall provide the Services described in Appendix A hereto in a timely manner and in accordance with the schedule set forth in Appendix A (identified as "Schedule" therein).

ARTICLE 2 COMPENSATION TO CONTRACTOR

2.01 Fee. City shall not pay Contractor a wage or salary. For Services timely performed according to specifications and Schedule, City shall pay Contractor the Fee described in Appendix A (identified as "Fee" therein). City shall pay the fee to Contractor as an entity and not to any individual owner, employee or agent of Contractor.

2.02 Payment. As a condition of payment, Contractor shall submit an invoice for the Services provided and any pre-authorized expense reimbursement not later than the last day of the calendar month following the calendar month in which the services were provided or the expense incurred. City shall pay such invoices within thirty (30) days after receipt thereof.

2.03 Advances and Uncollectible Accounts. City shall pay no advances to Contractor. City may, in its sole discretion, deduct from any fee payable to Contractor any amounts previously paid to Contractor relating to uncollectible accounts.

2.04 Access and Audits. Contractor shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the services for at least sixty (60) days after termination of this Agreement. City shall have access to such books, records, and documents for

the purpose of inspection or audit during normal business hours upon five (5) days written notice.

ARTICLE 3 LIABILITY FOR COSTS AND EXPENSES

3.01 Costs and Expenses. Except for those costs expressly identified as "City Costs" in Appendix A hereto, Contractor shall bear all overhead costs, out-of-pocket expenses and other costs of providing the Services, including but not limited to costs of labor, equipment, maintenance, supplies, tools, travel, meals, fees, fines, licenses, bonds, taxes, insurance, and all other costs of doing business. Where compensable, Contractor agrees to abide by and be bound by the City's Policy Number 2014-1, the Business Expense Policy, and Policy Number 2014-2, the Overnight Travel Policy. Said policies are available upon request of Contractors.

ARTICLE 4 RELATIONSHIP OF THE PARTIES

4.01 Status. Contractor's relationship with City shall be solely that of independent contractor and shall not be that of employee, partner or joint venturer. The Contractor shall not be supervised by any official of the City, nor shall the Contractor exercise supervision over any employee or official of the City. Contractor shall not represent itself as an employee or agent of the City in any capacity.

4.02 Independence. Contractor shall determine the means and methods of performing the Services, and City shall have no right to do so. City may provide specifications or minimum standards for the final product or deliverables but shall not oversee the performance of the Services or give instructions in how to perform the Services. City shall not dictate the time of performance, but may establish a completion schedule. City shall not provide training to Contractor in how to perform the Services but may provide reasonable orientation to familiarize Contractor with City's operations, facilities, equipment and personnel. City shall not require Contractor to work exclusively for City, and Contractor shall retain the right to provide services to others during the term of this Agreement, subject to Section 7.04. City shall not combine its business operations in any way with Contractor's business but shall instead maintain such operations as separate and distinct.

4.03 Tools, Equipment, Materials and Supplies. City shall not provide any tools, equipment, materials or supplies to Contractor. Contractor shall be liable for the cost of repairing any damage to City's property caused by Contractor.

4.04 Income Taxes and Withholdings. City shall not withhold from Contractor's compensation any amounts for taxes of any kind. **Contractor is obligated to pay federal and state income taxes on any monies paid pursuant to this Agreement.** Contractor is responsible for payment of its own FICA and Social Security benefits with respect to this Agreement. Contractor agrees to indemnify City for any claims, costs, losses, fees, penalties, interest or damages suffered or incurred by City due to Contractor's failure to pay taxes as required by this Section 4.04.

4.05 No Benefits. City shall not provide any employment benefits to Contractor or Contractor's personnel. Contractor and its personnel are not entitled to health insurance benefits, unemployment insurance benefits or workers' compensation benefits unless such benefits are provided by Contractor or some other entity other than City.

ARTICLE 5 ADDITIONAL OBLIGATIONS

5.01 Permits and Licenses. Contractor represents that it has complied, and Contractor shall comply, with all federal, state and local laws regarding business permits and licenses that may be needed to provide any of the Services under this Agreement.

5.02 Compliance with Law. Contractor shall provide the Services in full compliance with all applicable laws.

5.03 Indemnification. Contractor shall indemnify, hold harmless, and defend City, its agents, servants, and employees from and against any and all liability, claims, losses or cause of action, including attorney's fees and other legal expenses, arising directly or indirectly from: (a) any act or omission of Contractor or its personnel in providing the Services, or (b) any failure of Contractor to maintain insurance as provided in Article 6.

5.04 Federal and State Taxes. The City is exempt from payment of Colorado State Sales and Use Taxes. The City will execute an exemption certificate if requested and submitted by Contractor. The Contractor is not exempt from paying sales tax to their suppliers for materials used to fulfill contractual obligations with the City, nor is the Contractor authorized to use the City's tax exempt number in securing such materials.

ARTICLE 6 INSURANCE

6.01 Automobile Insurance. Contractor shall maintain, during the life of this Contract, comprehensive automobile liability insurance in the amounts of \$1,000,000 combined single limit bodily injury and \$50,000 property damage to protect the Contractor from claims for damages for bodily injury, including wrongful death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations by the Contractor or by any directly or indirectly employed by the Contractor. Should Contractor be unable to obtain or maintain such coverage consistent with the minimum amounts required by this Agreement, this inability shall be reported to the City and the City shall determine whether this section 6.01 should be amended or the contract terminated.

ARTICLE 7 RESTRICTIONS

7.01 No Authority to Bind City. Contractor shall have no authority to speak for City or bind City in any way.

7.02 Confidentiality. In providing the Services, Contractor may have access to confidential and proprietary information or materials of City, including, but not limited to

customer lists or customer information; technical data; procedures; business and financial data and information; specialized customer information; research and development information; educational materials; resource lists; confidential bid information; legally privileged information; and other information not generally known to the public ("Confidential Information"). Contractor acknowledges and agrees that all such Confidential Information is a valuable asset of City. Contractor shall not, directly or indirectly use or disclose any Confidential Information to any third parties except as necessary to perform the duties and with the prior written consent of the City. Contractor shall return all Confidential Information and copies thereof (in paper and electronic form) to City upon request or upon termination of this Agreement or upon completion of Services, whichever is earlier.

7.03 Ownership of Work Product. All materials developed by Contractor or its personnel in connection with, or resulting from, this Agreement or providing the Services pursuant to this Agreement ("Work Product") must be promptly disclosed and furnished to City upon request. All Work Product constitutes "work for hire" within the meaning of the United States copyright laws, and City owns and shall own all right, title and interest in and to the Work Product. To the extent that any Work Product may not be considered a "work for hire," Contractor hereby irrevocably assigns to City all right, title, and interest in the Work Product, including all copyrights, patents and applications therefore. Contractor further irrevocably waives all rights under all laws now existing or hereafter permitted, with respect to any and all purposes for which the Work Product and any derivative works thereof may be used, including without limitation: (a) all rights under the United States Copyright Act; and (b) any rights of integrity or any other "moral rights of authors" existing under statutory, common or any other law but excepting any rights of attribution. Contractor shall cause its personnel to similarly assign the right, title and interest in the Work Product to City in writing.

7.04 Conflict of Interest. Contractor shall not engage in work during the term of this Agreement for any entity that presents a conflict of interest with Contractor's duties to City. Contractor has been selected based on Contractor's knowledge and expertise in the subject matter, professorial experience, and positions. Contractor shall exercise independent professional judgment in performing the Services consistent with the terms of this Agreement and the Scope of Services contained in Appendix A.

The Contractor shall promptly notify the City in writing in a manner consistent with Section 9.09 of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the Contractor's judgment or quality of services being provided hereunder. The notification shall identify and describe the potential conflict and request an opinion of the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict. The City agrees to respond to the Contractor of its opinion by certified mail within 30 days of receipt of notification by the Contractor. The City shall state in the response its opinion and the basis thereof as to whether the prospective business association, interest or circumstance would or would not constitute a conflict of interest by the Contractor.

7.05 Gifts. Contractor shall not accept gifts or anything else of value from City customers or vendors.

7.06 Personnel. The Contractor shall secure at its own expense all necessary personnel required to perform the Services pursuant to this Agreement. Such personnel shall not be employees of or have any contractual relationship with City. All of Contractor's personnel must be fully qualified and if required, authorized or permitted under state and local law to perform such Services. Any change or substitution in Contractor's Key Personnel (as identified in Appendix A at "Key Personnel") must be made known to the City's Project Manager and written approval granted by the City before said change or substitution can become effective.

7.07 Subcontractors. The City reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the Contractor shall promptly do so, subject to acceptance of the new subcontractor by the City.

ARTICLE 8 TERMINATION

8.01 Duration of Agreement. This Agreement shall terminate by expiration on May 15, 2018 ("Expiration Date"), unless earlier terminated as provided herein or otherwise extended through modification or amendment as provided herein. Sections 5.03, 7.01, 7.02 and 7.03 shall survive any termination of this Agreement.

8.02 Termination by City. City may terminate this Agreement or reduce the Services immediately upon written notice to Contractor with or without cause. Cause shall include but not be limited to: (a) any material breach of this Agreement by Contractor that is not cured within fourteen (14) calendar days after written notice of such breach from City; (b) commission of any felony or any crime involving dishonesty or violence by Contractor or any principal thereof; or (c) bankruptcy or insolvency of Contractor or any principal thereof. Upon termination of this Agreement for cause pursuant to this Section 8.02, Contractor shall be liable to City for the difference (if any) between (a) the total cost incurred by City to obtain the Services from another contractor or otherwise through the Expiration Date and (b) the fee that would have been incurred by City had Contractor continued to provide the Services through the Expiration Date. Upon termination of this Agreement without cause pursuant to this Section 8.02 or notice of reduction of the Services by City, the Contractor shall be paid for services rendered to the City's satisfaction through the date of termination. Upon notice of termination or reduction of the Services, and unless otherwise directed by the City, the Contractor shall:

- a. Stop work on the date and to the extent specified;
- b. Terminate and settle all orders and subcontracts relating to the performance of the terminated work;
- c. Transfer all work in process, completed work, and other material related to the terminated work to the City;

d. Continue and complete all Services that have not been terminated.

8.03 Termination by Contractor. Contractor may terminate this Agreement for cause if City materially breaches its obligations hereunder and, where capable of remedy, such breach has not been materially cured within thirty (30) days of the City's receipt of written notice describing the breach in reasonable detail. A material breach shall mean any material breach of this Agreement by City through no fault of the Contractor.

8.04 Non-Appropriation. All fees or payments contemplated by this Agreement are subject to annual appropriation. City is not obligated to appropriate funds or make payments in future years absent the appropriation of funds. In the event funds are not appropriated, this Agreement shall terminate on the last day of the fiscal year in which appropriations were made.

ARTICLE 9 GENERAL PROVISIONS

9.01 Entire Agreement. This Agreement, and its Appendix, is the entire agreement between the parties regarding the matters addressed herein and supersedes any and all prior agreements, proposals or negotiations. Each party acknowledges that it has neither received nor relied upon any representations, inducements, promises or agreements that are not embodied herein.

9.02 Modifications and Amendments. Except as set forth above, this Agreement shall not be modified or revoked without the written consent of both parties. Any modifications or amendments to this Agreement must be in writing and executed by the City and Contractor.

9.03 Assignment of Agreement. This Agreement may not be assigned, sublet, conveyed, or transferred, in whole or in part, by any party without the prior written consent of the all other parties.

9.04 Waiver. The waiver by any party of a breach or violation of any provision of this Agreement shall not operate as or be construed as a waiver of any subsequent breach hereof.

9.05 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect without being impaired or invalidated in any way.

9.06 Governing Law and Venue. This Agreement shall be interpreted and enforced in accordance with the laws of the State of Colorado. Any and all action necessary to enforce this Agreement will be held in Weld County, Colorado.

9.07 Attorneys' Fees. In any action to enforce or interpret this Agreement, including declaratory judgment actions, the prevailing party shall be entitled to reasonable attorneys' fees.

9.08 Counterparts. This Agreement may be executed in counterpart originals, each of which shall be deemed an original, and each of which shall be deemed to constitute one and the same Agreement. Additionally, a copy of an executed original Agreement signed by a Party

hereto and transmitted by facsimile or electronic mail shall be deemed an original, and any Party hereto is entitled to rely on the validity, authenticity, and authority of an original transmitted by facsimile or electronic mail.

9.09 Notices. Any notice to be given hereunder shall be in writing and delivered by (a) personal delivery or (b) registered or certified mail, postage prepaid with return receipt requested. Mailed notice to a party shall be addressed to the party's address shown below, which may be changed by notice to the other party. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of two days after mailing.

For Contractor 1:

Gregory J. Hobbs, Jr.
1313 East Cornell Avenue
Englewood, CO 80113

For the City:

Burt Knight
1100 10th Street, Suite 3
Greeley, CO 80631

For Contractor 2:

Michael Welsh
603 35th Avenue
Greeley, CO 80639

With copy to:

City Attorney
1100 10th Street, Suite 401
Greeley, CO 80631

ARTICLE 10 - COMPLIANCE WITH C.R.S. § 8-17.5-102

10.01 Contractor certifies that at the time of this Certification, it does not knowingly employ or contract with any illegal alien who will perform work under this Contract.

10.02 By signing this Agreement, the Contractor certifies as follows:

- a. Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract for services,
- b. Contractor shall not enter into a contract with a subcontractor that fails to certify to the contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under the contract for services.

10.03 Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify program or the Colorado Department of Labor and Employment Program (hereinafter the "Department").

10.04 The Contractor is prohibited from using the E-Verify program or the Department procedures to undertake pre-employment screening of job applicants while the public contract for services is being performed.

10.05 If Contractor obtains actual knowledge that a subcontractor performing work under the public contract for services knowingly employs or contracts with an illegal alien, the contractor shall be required to:

- a. notify the subcontractor and the contracting state agency or political subdivision within three days that the contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
- b. terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to sub-subparagraph (a) of this subparagraph the subcontractor does not stop employing or contracting with the illegal alien; except that the contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

10.06 The Contractor shall comply with any reasonable request by the Department made in the course of an investigation that the Department is undertaking pursuant to C.R.S. § 8-17.5-102(5).

10.07 By signing this Agreement, the Contractor certifies that it shall in all respects comply with the provisions of C.R.S. § 8-17.5-101, *et seq.*

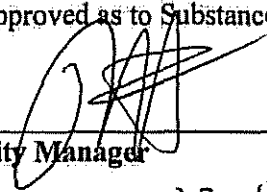
IN WITNESS WHEREOF, the parties have executed, acknowledged, and delivered this Agreement effective the _____ day of _____, 20_____.

Gregory J. Hobbs, Jr.

City of Greeley, Colorado

Approved as to Substance:

Authorized Signature



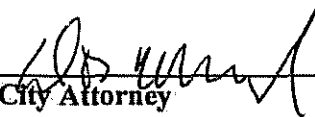
City Manager

Printed Signature

Date: 12-22-15

Approved as to Legal Form:

Title



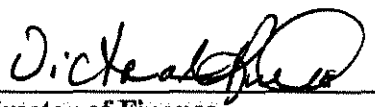
City Attorney

Date

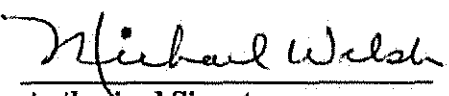
Date: _____

Approved as to Availability of Funds:

Michael Welsh



Director of Finance



Authorized Signature

Date: 12/21/15

Michael Welsh

Printed Signature

Professor

Title

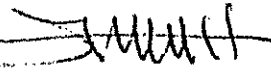
Date

November 13, 2015

Date

IN WITNESS WHEREOF, the parties have executed, acknowledged, and delivered this Agreement effective the _____ day of _____, 20____.

Gregory J. Hobbs, Jr.



Authorized Signature
11/14/2015
GREGORY J. HOBBS, JR.

Printed Signature

AUTHOR/CONTRACTOR

Title

Date

Michael Welsh

Authorized Signature

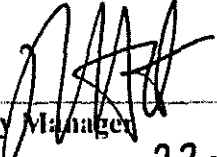
Printed Signature

Title

Date

City of Greeley, Colorado

Approved as to Substance:



City Manager
Date: 12-22-15

Approved as to Legal Form:



City Attorney

Date: 12/21/15

Approved as to Availability of Funds:



Director of Finance

Date: 12/21/15

APPENDIX A:

SCOPE OF SERVICES:

Research and prepare a manuscript for a book on the history of Greeley water and its impact to Colorado and the Western United States. Contractors will prepare a double-spaced paged manuscript approximately 300 pages in length after researching contents of the book and conducting oral interviews, as needed, in accordance with this Scope of Services.

Tentative Working Title: *Greeley at the Confluence of Western Water*

Style, Content, and Purpose of the Manuscript: Scholarly, highly readable, publicly accessible focus on Greeley and Weld County in the context of developing and implementing the prior appropriation doctrine, while providing water utility service for a rapidly growing community and region during the 19th, 20th, and 21st centuries. This 300-page manuscript places the community of Greeley within the larger context of Colorado, interstate, and national water laws, regulation, policy, and facilities and management.

Intended audiences include scholars, lawyers, judges, water professionals, legislators, students, Greeley and Weld County officials and staff, the Media, and the general public, present and future.

Contents would include:

EARLY PERIOD:

- Environmental and ecological features of river basins that would become part of Greeley Water & Department.
- The Union Colony, Greeley, irrigated agriculture and transition to municipal and commercial growth in the Poudre, Big-Thompson, and South Platte from 1800 forward in the settlement of the west.
- The development of the major ditch systems, the #3, #2, L&W, #1, etc.
- Influence of the Union Colony and its people on water development and the settlement of eastern Colorado.
- Impact on the development of Water Law in Colorado and the West.
- Role of early Greeley citizens in the development and administration of Colorado Water Law.

DEVELOPMENT OF THE GREELEY WATER SYSTEM:

- 1859 to 1904: includes 1859 gold rush and interest by settlers and visitors (such as Horace Greeley) in farming in the South Platte and Cache la Poudre River valleys; building of Union Colony ditch system; expansion of water rights and need for additional storage facilities.
- 1904 – 1907, the purchase of Poudre direct flow rights and the construction of the Bellevue Water Treatment Plant. Implementation of watering restrictions in 1907
- Delph Carpenter and the Colorado River Compact
- 1934 initiation of the Colorado Big Thompson project

- Construction of Seaman Reservoir and the purchase of the High Mountain Reservoirs
- 1957 formation of Greeley Water Board and the history of the way it is structured
- The role of water in agricultural industries in Greeley and Weld County

MODERN ERA:

- Greeley-Loveland Irrigation Company Agreement
- Addition of Waste Water collection and treatment
- Boyd Lake Water Treatment Plant
- Proposed sale of the High Mountain Reservoirs
- Windy Gap Project (Six Cites Project)
- Poudre Wild and Scenic River Status, and the Poudre River Heritage Area
- 1990's Water Purchase
- Metering and Water Conservation
- Windy Gap FIRMING Project
- Alluvial well dispute
- 2003 Water Master Plan
- Future Water Account and expansion to four river basins
- Industrial Water Bank
- Seaman Reservoir Permitting, lessons, challenges, and the need for storage
- Overview of Greeley's complex system from snowflake and rainfall to the tap.
- State, Interstate, and United States laws, regulations, court cases, conflicts, and policies affecting Greeley's water rights and infrastructure development
- Key persons who have played a part in this history
- Oral history interviews of selected living individuals who have played a part in the contemporary history (approximately 10-12 interviews to be-conducted; transcripts to be provided)

FUTURE CHALLENGE:

- How Greeley is going about developing a long-term sustainable water future that balances growth while maintaining Greeley's substantial agricultural economic base.

Division of Research and Writing Responsibilities:

Greg Hobbs will concentrate on the cultural, environmental, natural resource legal, regulatory, and policy setting arenas of this history, as he did in his public and private law practice and numerous water opinions and books.

Michael Welsh will concentrate on the scientific and technical setting of the development and operation of the water infrastructure arena of this history, as he did with his history of the Albuquerque District of the Army Corps of Engineers, and histories of Army Engineer activities in their South Pacific Division and San Francisco District.

Research Archives: Greeley offices; Ditch and Reservoir Company Records; Division and State Engineer offices; High Plains Library District; City of Greeley Museums; Water Court for Water Division I; CSU Water Archives; University of Northern Colorado Archives; Northern Colorado

Water Conservancy District, Denver Public Library Western History and Public Documents; Bureau of Reclamation; Library of Congress; others as appropriate.

KEY PERSONNEL: Gregory J. Hobbs, Jr.; Michael Welsh.

PROJECT MANAGER: Burt Knight, Director of Water & Sewer

FEE: \$180,000 TOTAL, for preparation of the manuscript in accordance with Phase I and Phase II as described herein.

5% of Fee Budget of Phase I due to each Contractor upon execution of Agreement and not as an advance or prepayment of Fees.

Commencing full execution of the Agreement, monthly invoices shall be submitted by the Contractors stating the hours and tasks completed since prior invoice. Invoices to be promptly paid upon review by City.

Fee Budget:

Phase I November 16, 2015-November 15, 2016

Research/interviews/site visits, etc.

Co-Principal Researchers/Contractors

Initial Payment Upon Execution \$ 9,000

Gregory Hobbs: 540 hours @ \$75/hr. \$40,500

Michael Welsh: 540 hours @ \$75/hr. \$40,500

Subtotal: \$90,000

Phase II November 16, 2016-November 15, 2017 Draft Manuscript

November 16, 2017 – May 15, 2018 Final Manuscript

Writing of draft chapters/board meetings, etc.

Co-Principal Researchers/Contractors

Gregory Hobbs: 600 hours @ \$75/hr. \$45,000

Michael Welsh: 600 hours @ \$75/hr. \$45,000

Subtotal: \$90,000

Total Fee for Phases I and II: \$180,000

The Contractors may reallocate work hours and tasks among themselves as they determine, but Contractors assume the risk their total hours incurred may exceed the hours for the project estimated above. In that event, the fee payable by the City for Phases I and II remains at \$180,000.00

Travel and Expenses \$25,000.
(See "City Costs")

Total Contract Price \$205,000.

Phase III (contemplated but not incorporated herein; additional effort if requested by City)

- Prepare "camera-ready" manuscript for university publication
- Work with copy editor and indexer
- Revise text and images as needed

Co-Principal Researchers/Contractors:

Gregory Hobbs: 100 hours @ \$75/hr. \$7,500

Michael Welsh: 100 hours @ 75/hr. \$7,500

Copy Editor:

250 hours @ \$25/hr. \$6,250

Indexer:

100 hours @ \$15/hr. \$1,500

Subtotal: **\$22,750**

If the City elects to proceed with Phase III, the Contractors shall invoice, and the City shall make payments, as set forth herein.

SCHEDULE: Full draft manuscript to be delivered by November 15, 2017, including table of contents, bibliography, index, and suggested charts, maps, photographs, and illustrations. Delivery of draft manuscript will be followed by a six-month review and revision period concluded by delivery of Final Manuscript on May 15, 2018.

Phase I November 16, 2015-November 15, 2016

Prior to February 15, 2016 define draft Table of Contents which directs efforts for research needs.

Document research/oral interviews/site visits to Greeley Water & Sewer Department (GWSD) facilities.

90-day interim reports/meetings with GWSD History Project advisory board:

- February 2016
- May 2016
- August 2016
- November 2016

Completion of document research/interviews by November 15, 2016.

***Phase II November 15, 2016-November 15, 2017 Draft Manuscript
November 15, 2017 – May 15, 2018 Final Manuscript***

Submission of book chapters, when ready, to the advisory committee for its review and comment. 90-day interim reports/meetings with GWSD History Project advisory board

- February 2017

- May 2017
- August 2017
- November 2017

Submission of full draft manuscript for advisory committee review and approval, followed by completion of final manuscript.

The parties may schedule additional review and comment meetings with the GWSD Director and/or the advisory committee at any time.

Phase III May 15-June 15, 2018 (If requested by City)

- Production of Camera-Ready Manuscript for University Press Publication
- Work with copy editor and indexer to prepare manuscript to meet criteria of university press selected by GWSD project advisory board.
- Revise manuscript text as needed; conduct any final interviews or document searches not included in earlier work.
- Meet with GWSD project advisory board as needed.

The Book final manuscript will be completed by May 15, 2018. The City may elect to proceed with Phase III assistance in preparation of the manuscript for a publisher, extending the contract date to June 15, 2018. Any dates included in this Contract may be extended in the event of delays by the City or delays by the Contractors, as agreed in writing by the parties to this Contract.

City Costs (to be paid by City): Up to but not exceeding, \$25,000.00, limited to:

Travel and Expenses: Consistent with expenses to be paid based upon submission and verification of receipts or other documentation of allowable expenses as limited by and in accordance with the Agreement, Section 3.01.

The City, in its discretion, may agree to pay expenses above the \$25,000.00 budget amount, such as for a copy editor for review of the draft manuscript in preparation of the final manuscript.

ADDITIONAL TERMS AND CONDITIONS:

1. The Contractors are expected to cooperate with each other to the fullest extent possible and in good faith, and without consideration to personal gain.
2. City will separately contract for editorial and graphic design/layout services, and be responsible for providing charts, maps, photographs, and illustrations it would like included. City will also provide assistance from student interns in the research phase, as appropriate.
3. The City will determine all matters involving publication of the work, whether self-

published or placed with a publishing house or academic press. The Contractors will prepare text of a manuscript that can be published in any of these venues.

4. The City will designate an advisory committee, and the Contractors shall meet with the committee, upon its call, at approximate 90-day intervals to review the progress of Phases I and II.
5. Within sixty (60) days after the City's acceptance of the Book, the Contractors shall furnish the City with a compact disk of the Book manuscript and oral interviews in Microsoft Word format.
6. The Contractors acknowledge that, in light of the nature of the Book as a compilation of historic information, photographs, certain of the material to be incorporated in the Book will be subject to the copyright of others. The Contractors shall obtain all appropriate assignments or licenses from the copyright owner(s) of the information, photographs, maps, pictures, diagrams, drawings, and other material to be used in the Book, granting all rights necessary or desirable in connection with the creation, publication, and exploitation of the Book, and any revisions, derivative works and portions thereof and all rights licensed or granted hereunder. The Contractors agree to pay all fees for use of such material. If the Contractors fail to pay any necessary copyright fees, the City may, at its option, pay said fees, in which case the Contractor shall reimburse the City, therefore. The Contractors shall provide evidence of written permission to use any copyrighted material not original to the Contractors promptly upon City's request.
7. The Contractor represents, warrants, covenants, and agrees as follows:
 - A. Except with respect to copyrighted material described herein, which Contractors shall have obtained proper rights to use and license to City, the Book is and will be original to the Contractors and has not previously been published in any form.
 - B. The Book shall in no way whatsoever violate or infringe any existing copyright or license or other proprietary right.
 - C. The Book shall contain nothing obscene, libelous, or defamatory, or otherwise contrary to law and all statements contained therein purporting to be facts shall be true. The City shall retain editorial control over the final manuscript.
8. The Contractors will need the fullest possible access to Greeley documents and communications and the ability to source the text to these documents and communications. As contractors to Greeley, the Contractors would like to be able to examine confidential documents and engage in confidential communications with Greeley staff and lawyers. Strategic considerations weighed in taking positions in court cases, for example, need to be understood by the Contractors and included in the history in a manner that is appropriate. To this end, the Contractors agree to any necessary privileged communication context that Greeley determines is necessary and appropriate.
9. Services of the Greeley Water and Sewer Department. The assistance of the GWSD in the following activities, at its discretion, will aid research and preparation of the manuscript. The GWSD will employ, at its sole expense, student interns to:

- Create a list of all entries in the *Greeley Tribune* that relate to water issues in Greeley and Weld County (1870-2015).
- Develop list of key personnel and retirees of GWSD for oral interviews; also of officials of local, state, and federal water agencies who work with GWSD.
- Transcribe oral interviews as determined by the GWSD staff and advisory board.
- Create CD-ROM's of all GWSD board minutes for each of the co-principal investigators.
- Create CD-ROM's of all pertinent GWSD operating manuals, and all legislation and court cases relevant to GWSD history.
- Schedule site visits for co-PI's of GWSD operations and facilities.
- Schedule GWSD History Project advisory board meetings as appropriate.

City of Greeley, Colorado
Contracts and Agreements (Circle One)
Routing Sheet
Page 1 of 2

Disclaimer: This routing document is for internal purposes only, and the terms specified in the contract or agreement prevail in the case of any difference between what is stated in that official document and any statement made or information provided herein.

Contract Name and Bid Number Greeley Water Book – FL15-12-153-C

Vendor(s), Other Party or Parties Gregory James Hobbs Jr – PO 15001777
Michael E Welsh – PO 15001776

PO# See above **BUN/Account#** 4060088084260000 8229

Contract Amount \$205,000.00

Authorized City Sponsor (print) Burt Knight **Title** Project Manager

Sponsoring Department/Division Water & Sewer

Other Relevant Information about Contract: This contract was prepared by City Attorney's Office. This signed contract was received from the W & S Department.

Required Approvals, Reviews or Recommendations Obtained (If applicable):

☐ City Council ☐ Board or Commission (specify) _____ ☐ Other _____

City Sponsor's Recommendation: As the City Sponsor I have read the contract or agreement, understand its purposes and implications, have obtained the necessary approvals, concur with the terms and conditions, affirm that it is in compliance with the City's purchasing ordinance and policies, and recommend execution by the City. (If Sponsor is a Department Head, the Department Head must only sign below.)

Signature of City Sponsor

Date

12/11/15

Department Head's Recommendation: Department Head concurs with above statement and recommends execution by the City.

Signature of Department Head

Date

12/11/15

Required Signatures/Initials Obtained: (Initial and date as each signature is affixed to the contract or when contract review is completed) See page 2 for required authorizations and signatures for each type of contract.

	Signature Required? (Yes/No)	Initials	Date
Vendor	Yes	NA	NA
Purchasing	Yes	Ag	12-10
City Attorney	Yes	[Signature]	12-19-15
Finance Director	Yes	[Signature]	12.21.15
City Manager	Yes	[Signature]	12-22-15
Mayor	No	_____	_____
City Clerk	No	_____	_____
Other	No	_____	_____

Urgent Handling: Approved by City Manager: _____

Rev. 10-1-13

City of Greeley, Colorado
Contracts and Agreements
Routing Sheet
Page 2 of 2

[This document identifies the type of agreement or contract being routed for City approvals and signatures and is to accompany the routing package.]

Note: Pursuant to Section 1.04.060 of the City Code, if not expressly designated by separate ordinance or Charter provision, all Directors and Heads of Departments shall designate in writing their agents, by title, authorized to act in all matters for them. Such written designations shall be filed with the City Clerk.

Type (Initial Here)	Type of Contract or Agreement	Dollar Threshold	Required Approvals and Signatures	Reference
_____	Conveyances of City-owned interests in water, mineral and real property (including leases of such interests, except for annual leases of surplus water)	Any dollar amount	▪ Mayor signs ▪ City Clerk attests	City Code: 2.07.020(a)
_____	Intergovernmental Agreements	Any dollar amount	▪ City Council approves by Ordinance or Resolution, and ▪ City officials specified on other party's pre-printed signature page sign ▪ City Attorney approves as to legal form ▪ Director of Finance reviews for availability of funds ▪ City Manager approves as to substance ▪ Mayor signs ▪ City Clerk attests	City Code: 2.07.040(a)
_____	Written contracts and purchase orders	Up to and including \$5,000	▪ Department Head of the department entering into the contract signs	City Code: 2.07.020(b)(1), 2.07.020(c)(1)
_____	Written contracts or purchase orders <i>utilizing City's standard contract form</i>	\$5,000.01 to \$50,000	▪ Department Head of the department entering into the contract signs ▪ Purchasing Manager signs ▪ City Manager signs those originated by Finance Department	City Code 2.07.020(b)(2), 2.07.020(c)(2)
_____	Written contracts <i>not utilizing City's standard contract form</i>	\$5,000.01 to \$50,000	▪ City Attorney approves as to legal form ▪ Director of Finance reviews for availability of funds ▪ City Manager approves as to substance	City Code: 2.07.020(b)(3)
<u>LJI</u>	Written contracts or purchase orders <i>utilizing either City's standard contract forms or non-standard contract forms</i>	More than \$50,000	▪ City Attorney approves as to legal form ▪ Director of Finance reviews for availability of funds ▪ City Manager approves as to substance	City Code: 2.07.020(b)(4)
_____	Contracts awarded by the City to any bidder other than the lowest responsible and responsive bidder when a competitive bid is required	Any dollar amount	▪ City Council approves by motion ▪ City Attorney approves as to legal form ▪ Director of Finance reviews for availability of funds ▪ City Manager approves as to substance ▪ Mayor signs ▪ City Clerk attests	City Code: 2.07.030



Water History Book Scope Change and Budget Contract Change Order

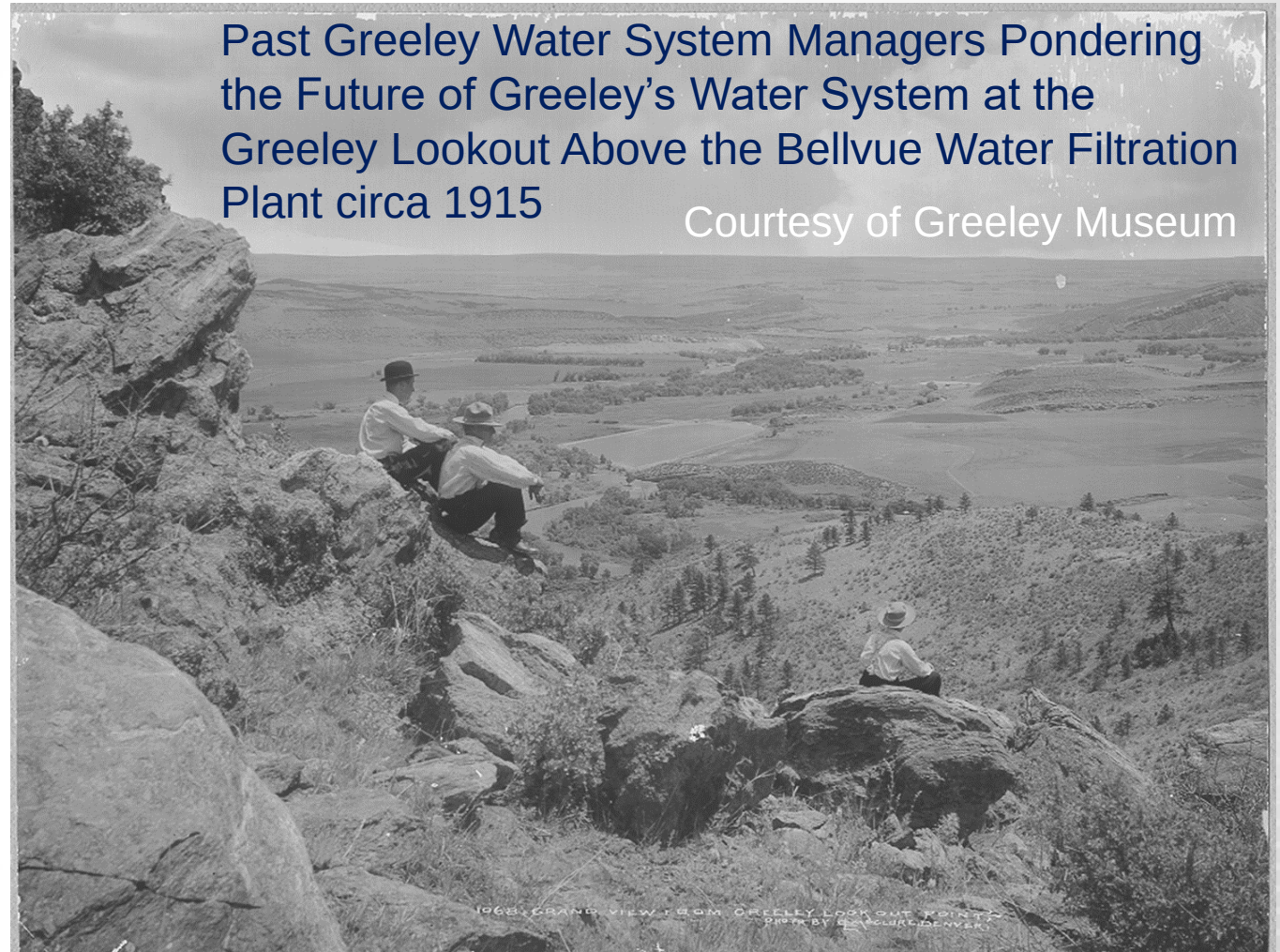
June 4, 2019

History of Greeley Water Book Project

- Project Background:
 - Extension of Research, Compilation, Writing and Preparation of Professional Manuscript
 - Subject: The history of Greeley water and its impact to Colorado and the Western United States.
 - Tentative Working Title: *Greeley at the Confluence of Western Water*
 - Records research and compilation task much larger and more laborious than estimated in the original scope.
 - Early City Records were difficult to identify or obtain, much of research came from Greeley Tribune archive, but with far more labor to sort and compile the applicable records

Scope and Contract Change Order

- Scope expansion and time extension: Completion of the research of the modern era
- Writing, preliminary editing and preparation of the manuscript for the remaining tasks in the modern era and connecting them to the future
- Water History ACE Fund grant of \$65,000 from Family Endowments and Union Colony Corp.



Change Order No. 2

- Change order of \$99,600 to complete the project manuscript by Hobbs and Welch
- 65% of funding coming from ACE Water History grant funding
- 35% of funding coming from 2019 water & wastewater project budget
- Additional Appropriation submitted to add the ACE Water History grant funds to the project's source of funds budget
- Professional Editor Tom Cech of the Colorado Water Institute engaged to edit and drive the final tasks toward completion in the spring of 2020
- Publication in time for 150th Anniversary of the Greeley No. 3 Ditch (GIC) in June of 2020



Questions ?



Council Agenda Summary

June 4, 2019

Agenda Item Number 17

Key Staff Contact: Renee Wheeler, Finance Director, 970-350-9732

Title:

Introduction and first reading of an ordinance appropriating additional sums to defray the expenses and liabilities of the City of Greeley for the balance of the fiscal year of 2019 and for funds held in reserve for encumbrances at December 31, 2018

Summary:

This is the third additional appropriation ordinance modifying the 2019 budget.

Fiscal

Impact:

Does this item create a fiscal impact on the City of Greeley?	Yes												
If yes, what is the initial, or, onetime impact?	\$ 2,144,336												
What is the annual impact?	\$ 2,144,336												
What fund of the City will provide Funding?	See Ordinance												
What is the source of revenue within the fund?	Fund Balance, Operating Transfers, Grant, Expense Reimbursement, and Private Contributions.												
Is there grant funding for this item?	Yes Item 6												
If yes, does this grant require a match?	No												
Is this grant onetime or ongoing?	Onetime												
Additional Comments:	Total appropriations made by this ordinance are \$2,144,336. The following funding sources will be used to cover the appropriations made by this ordinance. <table border="1"> <tr> <td>Fund Balance</td><td>\$ 1,887,897</td></tr> <tr> <td>Expense Reimbursement</td><td>73,039</td></tr> <tr> <td>Operating Transfers</td><td>68,075</td></tr> <tr> <td>Grants</td><td>65,000</td></tr> <tr> <td>Private Contributions</td><td>50,325</td></tr> <tr> <td>Grand Total:</td><td>\$ 2,144,336</td></tr> </table>	Fund Balance	\$ 1,887,897	Expense Reimbursement	73,039	Operating Transfers	68,075	Grants	65,000	Private Contributions	50,325	Grand Total:	\$ 2,144,336
Fund Balance	\$ 1,887,897												
Expense Reimbursement	73,039												
Operating Transfers	68,075												
Grants	65,000												
Private Contributions	50,325												
Grand Total:	\$ 2,144,336												

Legal Issues:

City Charter prohibits actual expenditures from exceeding appropriations at the fund level. This ordinance will insure that this does not occur.

Other Issues and Considerations:

None

Applicable Council Priority and Goal:

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

Decision Options:

- 1) 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 2, 2019.

Attachments:

Ordinance
Detail Supporting Schedule
PowerPoint Presentation

**THE CITY OF GREELEY
ORDINANCE NO.____, 2019**

AN ORDINANCE APPROPRIATING ADDITIONAL SUMS TO DEFRAY THE EXPENSES AND LIABILITIES OF THE CITY OF GREELEY FOR THE BALANCE OF THE FISCAL YEAR OF 2019 AND FOR FUNDS HELD IN RESERVE FOR ENCUMBRANCES AT DECEMBER 31, 2018.

WHEREAS, the City of Greeley has or will incur expenses for certain activities described below during the 2019 fiscal year, and

WHEREAS, the revenues received in the City of Greeley in 2018, exceeded the amount of revenues estimated in the 2018 Budget by more than the total amount of the expenditures in the same year;

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

Section 1. In accordance with section 5-17 of the Greeley Charter, from actual and anticipated revenues which exceed the revenue estimates in the 2019 budget and amounts held in fund balance reserves from 2018, there is hereby appropriated the following designated sums to be allocated for use during the remainder of 2019:

Fund	Total
001 General	\$ 141,114
105 Conservation Trust	8,500
108 Designated Revenue	37,750
303 Public Art	84,450
304 Food Tax	35,000
312 Transportation Development	215,000
401 Sewer	1,202,102
406 Water Capital Replacement	65,000
408 Cemetery	45,000
513 Information Technology Acquisition	260,095
602 Museum	47,325
605 Memorials	3,000
Grand Total:	\$ 2,144,336

Section 2. All actions heretofore taken (not inconsistent with the provisions of this ordinance) by the officers, agents and employees of the City in connection with this appropriation are hereby ratified, approved and confirmed.

Section 3. This Ordinance shall become effective five (5) days after its final publication as is provided by Section 3-16 of the Greeley Charter,

PASSED AND ADOPTED, SIGNED AND APPROVED THIS ____ DAY OF _____, 2019.

ATTEST:

THE CITY OF GREELEY

City Clerk

BY _____
Mayor



City of Greeley
2019 Appropriation No. 3
City Council Meetings: June 4 and July 2

5/28/2019

Fund	Item	Funding Source	Description	Fund Balance	Revenue	Expenditures	Net Impact
001 General							
1	Operating Transfer from Designated Revenue Fund		Funding is being requested to proceed with 30% Level Construction Drawings, a Phasing Plan for implementation, and an engineer's estimate of cost regarding the Union Colony Civic Center's (UCCC) Plaza. This approach will allow us to identify appropriate funding sources, timeline for implementation, and any necessary fundraising to complete the project. Fund Balance from the designated revenue UCCC Improvement Fund will support the project.	-	17,750	17,750	-
10	Expense Reimbursement		Funding is being requested to repair a Greeley Evans Transit Bus 965 that was badly damaged on April 17th, 2018 as a result of a water truck accident. The trucking company did not have insurance. Unexpectedly, the city is paying for the bodywork associated with repairing this almost new bus from transit's maintenance budget. Funding is being requested from the City of Greeley's liability funds.	-	73,039	73,039	-
12	Operating Transfer from Museum Fund and Memorials Fund		Museum funds from private contributions are requested to support the following: 1) New microfilm reader and PC upgrade for the Hazel E. Johnson Research Center, replacing older machines. 2) Oral history project utilizing funds donated for that specific purpose and also re-house historic maps using improved archival storage materials. 3) The hiring of a seasonal employee to serve as a liaison with staff from the Weld County Extension Service for \$3,000. This will help in the implementation of a series of agriculture related classes at Plumb Farm, assistance in regards to the transition from flood irrigation to a more efficient drip line in the west field and to implement a sustainable plan for that site based upon the findings of the 2017 Long Range Plan. 4) Replacement of failing flooring in the Exhibits Office at the Greeley History Museum along with the addition of efficient storage racks and shelves.	-	50,325	50,325	-
001 General				-	141,114	141,114	-
105 Conservation Trust							
2	Fund Balance		Funding is requested at the Rodarte Community Center to purchase two commercial picnic tables and two commercial trash receptacles for the new front entrance patio project which was completed using a community development block grant (CDBG). Funding from the Conservation Trust Fund would be used since lottery funds are restricted to parks and recreation projects.	8,500	-	8,500	-
105 Conservation Trust				8,500	-	8,500	-
108 Designated Revenue							
4	Fund Balance		The Poudre River Trail Board (PRTB, Inc.) is requesting funding in the amount of \$20,000 to hire a design firm to develop a master site plan for the Missile Silo Park area, near the Poudre Trail. The PRTB would like to utilize funds kept in reserve for specific projects to support the design and possible use of the site as an added trailhead location connected to the Poudre River Trail. The site is currently owned and operated by Weld County. However, Weld County will allow the City of Greeley to lease the site long-term to manage and maintain. The Poudre River Trail would partner in design and development of the site along with possible design for capital campaign purposes.	20,000	-	20,000	-
108 Designated Revenue				20,000	-	20,000	-
303 Public Art							
3	Fund Balance		The Art Commission recommends, with the approval for the construction of Fire Station 6, to use stakeholders to select an artist to produce artwork that honors our first responders. This artwork provided for the City of Greeley will be placed near the new Fire Station. The Art Commission recommends allocating funds in the amount of \$84,450 for artwork design, fabrication, installation, as well as the supporting costs for project management and contingency. Funding comes from existing balance in the public art fund. Funds are accumulated through the 1% allocated from new construction projects.	84,450	-	84,450	-
303 Public Art				84,450	-	84,450	-

Fund	Item	Funding Source	Description	Fund Balance	Revenue	Expenditures	Net Impact
304 Food Tax							
	11	Fund Balance	The Funplex building and ballfield parking lot lighting was identified during the 2012 building audit as a building Energy Savings project. The 53 existing fixtures have reached their service life of 15 years. Currently, 15 of the total 53 lights in the Funplex parking area are in need of replacement. Annual operating savings are estimated to be \$2,216 by replacing current fixtures with energy efficient lighting. In addition, there should be no expected maintenance during the 10-year warranty period. The maintenance savings to keep repairing the lights is over \$1,000 per visit with multiple calls per year. The anticipated energy savings over a 10-year period would be \$22,169 plus maintenance cost.	35,000	-	35,000	-
304 Food Tax				35,000	-	35,000	-
312 Transportation Development							
	8	Fund Balance	The Transportation Division is requesting funds to install nine street lights at strategic locations along O Street between 11th Avenue and 59th Avenue. These street lights would be installed on existing Excel Energy utility poles located at street intersections, major drive entrances, and along curved sections. Installing street lighting at these strategic locations should reduce crash rates during night-time periods by 25%. During recent years, there have been 12 reported crashes along this O Street corridor during night-time periods. Installation and maintenance of these street lights would be performed under an agreement with Excel Energy. Estimated total costs to install nine street lights along the O Street corridor would be \$35,000.	35,000	-	35,000	-
	9	Fund Balance	Funding is being requested to support the road widening of 35th Avenue, extending from 4th Street to F Street. Recent changes in State law for investigating underground utilities has added substantial costs to the initial engineering scope of this project. Total project costs will increase with from \$9,090,000 to \$9,270,000.	180,000	-	180,000	-
312 Transportation Development				215,000	-	215,000	-
401 Sewer							
	13	Fund Balance	Additional funding is being requested to settle Aschcroft Basin fees due to the City of Evans. The cities of Greeley and Evans have an Intergovernmental Agreement (IGA) that provides the terms of sewer service for Greeley citizens and businesses that are located in the Aschcroft Draw Basin, which includes the Saint Michaels development. Sewer flows from this region currently flow to Evans to be treated by their wastewater treatment facility. The IGA stipulates how Greeley collects and then conveys to Evans the plant investment fees and rate revenue associated with any new sewer tap in the Ashcroft Draw Basin. The IGA's requirements for fee collection and conveyance to Evans was applied correctly from 2002 to 2009, but after that point each city failed to track the new sewer taps connected in the Ashcroft Draw Basin. Recently, Greeley has begun the process to install the infrastructure to bring the sewer flows from this area back to Greeley's wastewater treatment facility. While reviewing the requirements of the IGA to terminate sewer service, staff discovered that Evans had not been paid the plant investment fees and sewer rate revenue correctly since 2010.	1,202,102	-	1,202,102	-
401 Sewer				1,202,102	-	1,202,102	-
406 Water Capital Replacement							
	6	Grant	Funding is being requested to develop a book describing the history of Greeley's water development by Michael Welsh of UNC and Justice Greg Hobbs. The initial contract with the book authors did not fully consider the extensive nature of Greeley's water history or the difficulty in researching historical records. Since contractual resources are running short of completion, the water and sewer department has been coordinating with informed advisors, including CPRD staff to define the remaining scope, tasks, timeline and budget. Total expense, including the self-publication printing costs, to complete the book will be approximately \$162,000. The water and sewer department has received \$50,000-\$65,000 of philanthropic grants from the Achieving Community Excellence (ACE) fund that will be used in concert with the previously budgeted resources to complete the book project. In summary, \$65,000 of grant revenue is being requested from ACE fund.	-	65,000	65,000	-
406 Water Capital Replacement				-	65,000	65,000	-

Fund	Item	Funding Source	Description	Fund Balance	Revenue	Expenditures	Net Impact
408 Cemetery							
	7	Fund Balance	Funding is being requested to support the wireless needs at the Cemetery to alleviate network inefficiencies, increasing data throughput to support operations, and resolve VPN and other technical difficulties. The requested funds will cover all survey work, network access equipment, antennas, cabling and all installation costs associated with the project. The possibility to integrate the network of the cemetery wirelessly into the city is now a possibility via the Waste Water Treatment Plant. Additionally, eliminating Century Link will save approximately \$4,200 annually.	45,000	-	45,000	-
408 Cemetery				45,000	-	45,000	-
513 Information Technology Acquisition							
	5	Fund Balance	Funding is needed to support an array of information technology hardware. These funds will support the purchase of necessary equipment which was not finalized in 2018. The equipment purchases include: firewalls, infrastructure power supplies, TB Raw Shelving, Dell Power Edge R720, VM Environment Storage, EXSI Host and Server Exchange expenses.	260,095	-	260,095	-
513 Information Technology Acquisition				260,095	-	260,095	-
Total Less Additional Operating Expenditures Between Funds				1,870,147	206,114	2,076,261	-
Additional Operating Expenditures Between Funds							
	1	Fund Balance	UCCC Plaza Designs - Operating Transfer of Fund Balance: Designated Revenue Fund to General Fund	17,750	-	17,750	-
	12	Private Contributions	Museums - Operating Transfer of Private Contributions: Museum & Memorials Funds to General Fund	-	50,325	50,325	-
Total Additional Operating Expenditures Between Funds				17,750	50,325	68,075	-
Grand Total				1,887,897	256,439	2,144,336	-

2019 3rd Additional Appropriation



July 2, 2019

Renee Wheeler – Finance Director
Presented by Robert Miller – Budget & Compliance Manager

Third Appropriation - 2019

- The third appropriation includes the allocation of fund balances to ensure the completion of identified projects and commitments.
- The appropriation records grants and other received revenues.

Fund Budget Balance

Fund	2019 Budget (5/28/2019)	Ordinance	2019 Revised Budget
001 General	\$ 118,341,442	\$ 141,114	\$ 118,482,556
105 Conservation Trust	953,438	8,500	961,938
108 Designated Revenue	1,611,302	37,750	1,649,052
303 Public Art	731,474	84,450	815,924
304 Food Tax	10,131,149	35,000	10,166,149
312 Transportation Development	12,086,925	215,000	12,301,925
401 Sewer	6,833,832	1,202,102	8,035,934
406 Water Capital Replacement	42,445,115	65,000	42,510,115
408 Cemetery	742,711	45,000	787,711
513 Information Technology Acquisition	4,429,398	260,095	4,689,493
602 Museum	250	47,325	47,575
605 Memorials	75	3,000	3,075
Grand Total	\$ 198,307,111	\$ 2,144,336	\$ 200,451,447
All Funds	\$ 554,368,450	\$ 2,144,336	\$ 556,512,786

Appropriation Funding Sources

Funding Sources	Amount
Fund Balance	\$ 1,887,897
Expense Reimbursement	73,039
Operating Transfers	68,075
Grant	65,000
Private Contributions	50,325
Grand Total:	\$ 2,144,336

General Fund

Request	Funding Source	Ordinance
Transit Bus Repairs	Expense Reimbursement	\$ 73,039
Develop UCCC Plaza Designs	Fund Balance from Designated Revenue	17,750
Seasonal Staff at Plumb Farm	Private Contributions from Memorials	3,000
Museums: Microfilm reader, PC upgrades, oral history project, storage racks, & flooring replacement	Private Contributions from Museum	47,325
Total		\$ 141,114

Required Operating Transfers	Ordinance
Designated Revenue to General Fund	\$ 17,750
Memorials to General Fund	3,000
Museum to General Fund	47,325
Total	\$ 68,075

Special Revenue Funds

Request	Funding Source	Ordinance
Rodarte Community Center: Outdoor Furniture	Conservation Trust Fund Balance	\$ 8,500
Poudre Trail Master Plan: Missile Silo Park Area	Designate Revenue Fund Balance	20,000
Total		\$ 28,500

Capital Funds

Request	Funding Source	Ordinance
Public Art at Fire Station #6	Public Art Fund Balance	\$ 84,450
Funplex Parking Lot: Replace lighting	Food Tax Fund Balance	35,000
Additional Street Lights: O Street: Between 11th Avenue & 59th Avenue	Transportation Development Fund Balance	35,000
Road Widening of 35th Avenue: Increase for underground utilities	Transportation Development Fund Balance	180,000
Total		\$ 334,450

Enterprise Funds

Request	Funding Source	Ordinance
Ashcroft Basin Sewer Fees: Agreement with City of Evans	Sewer Fund Balance	\$ 1,202,102
Water History Book	Grant	65,000
Cemetery Wireless Network	Cemetery Fund Balance	45,000
Total		\$ 1,312,102

Internal Service Fund

Request	Funding Source	Ordinance
Information Technology: Firewalls, power supplies, shelving, server, storage, and related expenses	IT Acquisition Fund Balance	\$ 260,095
Total		\$ 260,095

Summary

- The Appropriations in this Ordinance increase the Total Budget by \$2,144,336.
- This Ordinance affirms prior commitments for various City projects.
- This Ordinance completes the necessary accounting actions that maintain the transparency required for all City reporting.
- Budgets are living documents that must adjust to ongoing changes.



Council Agenda Summary

June 4, 2019

Agenda Item Number 18

Key Staff Contact: Sean Chambers, Water and Sewer Department, 350-9518
Renee Wheeler, Finance Department, 350-9732

Title:

Introduction and first reading of an ordinance repealing Section 14.04.100 of the Greeley Municipal Code regarding the water and sewer budget setting process

Summary:

The process for water and sewer budget development as provided for in 14.04.100 is no longer the most effective means of developing meaningful water and sewer budget recommendations, because the established deadlines are too early to know significant factors that influence prudent fiscal planning. Water sufficiency cannot possibly be known as early as March. There is no way of knowing if the assumptions made for the current year budget associated with growth and water usage are likely to materialize as projected. This performance serves as a basis for assessing the reasonableness of the future years' assumptions and projections. The Water and Sewer budget development must better align with the overall City budget development process to ensure a unified and equitable organizational strategy for personnel, equipment, services and capital projects.

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?	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:

Repeal of Municipal Code Section 14.04.100 will not alter the roles and responsibilities of the Water and Sewer Board as set out in the Greeley Municipal Charter, which provides as follows:

Section 17-4. - Water and Sewer Board, Powers or Duties.

The Water and Sewer Board shall have the power and shall be required to:

- a. Annually establish minimum water rates, which need not be

uniform for all classes of users; the minimum rates must be sufficient to include all expenditures for the following:

1. All operation and maintenance of the water system;
 2. All debt service requirements;
 3. Additions to a reserve account in sufficient amounts to offset depreciation to the water system. Said reserve shall be based on accepted principles of accounting for a water system.
- b. Annually establish minimum sanitary sewer service rates, which need not be uniform for all classes of users; the minimum rates must be sufficient to include all expenditures for the following:
1. All operation and maintenance of the sanitary sewer system;
 2. All debt service requirements;
 3. Additions to a reserve account in sufficient amounts, to offset depreciation to the sanitary sewer system. Said reserve shall be based on accepted principles of accounting for a sanitary sewer system.

....

Section 17-7. - Water and Sewer Board, Annual Budget and Advisory Duties.

The Water and Sewer Board shall recommend to the City Manager a separate annual budget for water and sanitary sewer. The Water and Sewer Board shall also submit long range plans to the City Council for water and sanitary sewer improvements; said long range plans shall include the ensuing five (5) years and may also include longer periods.

Other Issues and Considerations:

The communication protocols that have been established since 2015 when the City Council adopted 14.04.100 between all the parties that influence water and sewer resources and rate setting strategies assure that ideas associated with the strategic planning and operational planning initiatives are vetted as recommendations are being development. For example, the Executive Leadership Team (ELT) meets monthly to ensure that the City Manager, the Water and Sewer Board Chair, the City Attorney, and the Water and Sewer Director are informed and aligned regarding critical water and sewer policy, including rate and budget strategy.

Applicable Council Priority and Goal:

Infrastructure & Growth

Decision Options:

- 1) Introduce the ordinance as presented; or
- 2) Amend the ordinance and introduce as amended; or
- 3) Deny the ordinance; or

- 4) Continue consideration of the ordinance to a date certain.

Council's Recommended Action:

A motion to introduce the ordinance and schedule the public hearing and final reading for July 2, 2019.

Attachments:

Ordinance

Appendix A Greeley Municipal Code Section 14.04.100

CITY OF GREELEY, COLORADO

ORDINANCE NO. _____, 2019

**AN ORDINANCE REPEALING CHAPTER 14.04.100 OF THE GREELEY MUNICIPAL
CODE REGARDING THE WATER AND SEWER BUDGET SETTING PROCESS**

WHEREAS, on August 18, 2015, Ordinance No. 27, 2015 was enacted to establish a process for the review of both draft and recommended water and sewer budgets to the Water and Sewer Board and the City Council at the City of Greeley, Colorado; and

WHEREAS, there are factors that influence the budget development and rate modeling that cannot be known in time to effectively generate recommendations within the timeline established in this chapter, like sufficiency of the water supply for the year and the current year's growth related revenue collections; and

WHEREAS, one of the primary objectives of the City of Greeley budget development process is to align resources with the community priorities outlined in the comprehensive master plan (Imagine Greeley) using consistent strategies throughout the organization; and

WHEREAS, the Water and Sewer budget development must better align with the overall City budget development process to ensure a unified and equitable organizational strategy for personnel, equipment, services and capital projects; and

WHEREAS, after review of these recommended changes, Council believes that it is in the best interests of the citizens of the City of Greeley that this ordinance be adopted.

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

Section 1. Chapter 14.04.100 of Title 14 of the Greeley Municipal Code of Ordinances are hereby repealed in its entirety.

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

PASSED AND ADOPTED, SIGNED AND APPROVED THIS _____ DAY OF
_____, 2019.

ATTEST:

CITY OF GREELEY, COLORADO

City Clerk

Mayor

APPENDIX A

~~14.04.100. Budget setting process.~~

- ~~(1) *Preparation for Draft Budgets.* In order to prepare the annual water and sanitary sewer budgets for recommendation to the City Manager, the Water and Sewer Board will meet with Water and Sewer Department staff and the City Finance Director to review and discuss information that may impact the water and sanitary sewer budgets. The information may include, but is not limited to, the following: (a) current estimates of debt service requirements and depreciation costs; (b) actual budget figures from previous years, current year's actual/estimated expenses and revenues, and recommended and estimated revenues and expenses for future years, and (c) (i) relevant factors affecting maintenance of current operational service levels; (ii) large rehabilitation projects that may require bonding; (iii) capital improvement projects required to meet federal or state regulations; (iv) capital improvement projects to meet court decrees; (v) new capital improvement projects to meet city council's approved long range (minimum five-year) plan and adopted comprehensive plan; (vi) adjustments in operational service levels and capital projects required to maintain operational service levels; and (vii) acquisition of additional water rights. The Water and Sewer Board will also review and consider any other information presented by Water and Sewer Department staff that may materially affect preparation of the budgets, including but not limited to: growth projections; projected and actual city personnel salary adjustments and other items which may affect the operations of the Water and Sewer Department and/or approved long range (minimum five-year) plan and adopted comprehensive plan. To the extent possible or practicable, the foregoing will be presented to the Water and Sewer Board on or before the annual April Water and Sewer Board meeting. After presentation to the Water and Sewer Board, the same information shall be presented to City Council, together with any recommendations by the Water and Sewer Board for City Council's consideration. To the extent possible or practicable, the foregoing will be presented to City Council on or before the annual June Water and Sewer Board meeting.~~
- ~~(2) *Recommended Budgets.* Water and Sewer Department staff and the Finance Director will prepare draft budgets and a long range plan that considers comments or direction received from the Water and Sewer Board or City Council. The draft budgets will be presented to the Water and Sewer Board for its review, approval, and recommendation to the City Manager, as well as a draft long range (minimum five-year) plan for Water and Sewer capital improvement projects for the Water and Sewer Board's review and submittal to City Council. The recommended budgets will estimate the water and sewer rates necessary for all expenditures for all operation and maintenance of the water and sewer systems; all debt service requirements; and additions to a reserve account in sufficient amounts to offset depreciation to the water or sewer systems. The Water and Sewer recommended budgets and long range plans will also separately estimate the rates necessary for all expenditures for new Water and Sewer capital improvement projects and for which funds are recommended to be appropriated from the Sewer Construction Fund, Water Construction Fund, Water Rights Acquisition Fund, or other identified fund, in order to meet City Council's approved long range (minimum five-year) plan and adopted comprehensive plan. City Council reviews and approves the long range plan as it deems appropriate during City Council's budget setting process. To the extent possible or practicable, the foregoing will be presented to the Water and Sewer Board on or before the annual July Water and Sewer Board meeting.~~
- ~~(3) *Presentation to City Council.* When the City Manager presents his or her proposed budget to City Council, any changes to the Water and Sewer Board's recommended budgets that are not supported by both the Water and Sewer Board and the City Manager will be documented and presented to City Council with supporting explanation for and against the changes. The Water and Sewer Board will receive notice of any such changes prior to the City Council budget work session scheduled to review the Water and Sewer budgets. The Water and Sewer Board may then meet with City Council at the City Council budget work session to discuss any changes in the recommended budget, subject to all applicable open meeting laws.~~
- ~~(4) *Setting the rates for water and sewer.* As soon as practicable after City Council adopts the city budget, but before December 31st, the Board shall approve minimum water and sewer rates in accordance with Section 17-4 of the City Charter. The rates adopted by the Board may also include~~

~~funding in order to meet City Council's long range plan and adopted comprehensive plan, and any other expenditure included in the adopted City budget as approved by City Council.~~

(Ord. [27, 2015](#), § 1(Exh. 1), 8-18-2015; Ord. 97, 1992 §4(part))

Council Agenda Summary

June 4, 2019

Agenda Item Number 19

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

Title:

Introduction and first reading of an ordinance adopting amendments to the Greeley Municipal Code, including Chapter 18.04 and Appendix A, regarding reassignment of City Engineer certification on plats and other development review documents to the Engineering Development Review and Civil Inspection Manager

Summary:

The proposed code change is to reassign the City Engineer certification on plat and other development review documents to the Engineering Development Review and Civil Inspections Manager (Chapter 18.04 and Appendix A). It is the opinion of staff that this change will assist in streamlining the land use processes for applicants. The Planning and Engineering Development Review Departments will continue to coordinate with ancillary reviewers within the other departments of the City government, primarily Public Works and Water/Sewer Departments, by providing referrals during the land use process. The departments will continue to work in a collaborative, coordinated way to provide the best service to applicants, while protecting the City's infrastructure.

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?	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:	

Legal Issues:

Consideration of this matter is a legislative process.

Other Issues and Considerations:

None noted.

Applicable Council Priority and Goal:

Consistency with Comprehensive Plan

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 2, 2019.

Attachments:

Ordinance - with attachments

CITY OF GREELEY, COLORADO

ORDINANCE NO. ____, 2019

CASE NO. CU2019-0005

AN ORDINANCE ADOPTING AMENDMENTS TO THE GREELEY MUNICIPAL CODE, INCLUDING CHAPTER 18 AND APPENDIX A, REGARDING REASSIGNMENT OF CITY ENGINEER CERTIFICATION ON PLATS AND OTHER DEVELOPMENT REVIEW DOCUMENTS TO THE ENGINEERING DEVELOPMENT REVIEW AND CIVIL INSPECTION MANAGER

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

WHEREAS, it becomes necessary to update the Greeley Municipal Code from time to time to adopt zoning codes and development standards that continue to align with public values and Council priorities; and,

WHEREAS, there has been a desire to reassign the City Engineer certification on plat and other development review documents to the Engineering Development Review and Civil Inspections Manager; and,

WHEREAS, amending the Development Code in this manner will assist in streamlining the land use processes for applicants, while still ensuring that departments continue to work in a collaborative, coordinated way to provide the best service to applicants while protecting the City's infrastructure; and,

WHEREAS, the Planning Commission conducted a public hearing to review and consider the proposed changes on May 28, 2019, and recommended their adoption by City Council.

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

Section 1. Portions of the Greeley Municipal Code Chapter 18 related to reassignment of City Engineer certification on plats and other development review documents to the Engineering Development Review and Civil Inspection Manager are hereby amended as described in Exhibit A, attached hereto.

Section 2. 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 _____, 2019.

ATTEST:

THE CITY OF GREELEY

City Clerk

Mayor

Attachment A

Chapter 18.04 Subdivision of Land

18.04.530 Required information.

(a) All final plats shall contain the following information:

(12) The following statements and notes shall be shown on the plat, the forms of which are found in Appendix 18-A:

c. Certificate of approval by Engineering Development Review and Civil Inspections Manager or their designee; and

18.04.630 Required information.

(a) All minor plats shall contain the following information:

(16) The following statements and notes shall be shown on the plat, as applicable, the forms of which are found in Appendix 18-A:

c. Certificate of approval by the Engineering Development Review and Civil Inspections Manager or their designee;

18.04.1130 Streets, alleys and easements.

(c) Intersections of streets shall be at right angles unless otherwise approved by the Engineering Development Review and Civil Inspections Manager or their designee.

(k) Alleys and other easements shall be controlled by the following requirements:

(5) Storm drainage easements shall be provided as required and approved by the Engineering Development Review and Civil Inspections Manager or their designee.

APPENDIX A Signature Blocks

A. Final Plat

3. The final plat shall bear the Certificate of Approval of the Engineering Development Review and Civil Inspections Manager or their designee concerning all technical data such as distances, angles, reference points, control monuments and other survey data. The Engineering Development Review and Civil Inspections Manager Certificate shall be substantially as follows:

Approved this _____ day of _____, 20____, by the Engineering Development Review and Civil Inspections Manager or their designee of the City of Greeley, Colorado.

Engineering Development Review and
Civil Inspections Manager

B. Minor Plat

3. The minor plat shall bear the Certificate of Approval of the Engineering Development Review and Civil Inspections Manager or their designee concerning all technical data such as distances, angles, reference points, control monuments and other survey data. The Engineering Development Review and Civil Inspections Manager Certificate shall be substantially as follows:

Approved this _____ day of _____, 20____, by the Engineering Development Review and Inspections Manager of the City of Greeley, Colorado.

Engineering Development Review and
Civil Inspections Manager

Council Agenda Summary

June 4, 2019

Agenda Item Number 20

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

Title:

Introduction and first reading of an ordinance amending sections of Chapter 9 of the Greeley Municipal Code to require mandatory trash service and to make technical corrections to Code sections regarding refuse

Summary:

City Council completed in April a discussion regarding trash policies in Greeley. This agenda item brings forward an ordinance with proposed changes to the Municipal Code that support the conclusion of that discussion, making trash collection a requirement for all properties in the city.

History

Councilmembers raised a concern last fall that unmanaged trash accumulation, particularly in the alleys, was at an undesirable level. Staff presented a history of the problem, describing how Greeley's original community design in the pre-automobile era contributes to some of the conditions we witness today. Alleys become convenient places to dump oversize refuse (furniture, mattresses), to use others' trash receptacles without their permission, and for illicit dumping by other parties. Staff detailed how trash complaints (city-wide) represented 23% of all code complaints and 18% of all confirmed violations in 2018.

Council reviewed a range of options that could potentially abate some of the trash accumulation conditions found throughout the city. They concluded that the preferred approach was to clearly require that all property owners have commercial trash hauling service.

Conclusion

Found at Section 9.16.120(a), the attached ordinance improves on existing code language to clearly state that all properties must have a "duly-authorized refuse hauler," a minimum of one time a week, with the potential requirement for more often if it is clear that more frequent service is necessary to ensure trash does not accumulate on the property. An exception is allowed for individuals who may have access to another service or who take their trash on their own to a landfill (existing Section 9.08.050).

Through the City Clerk and City Attorney's Offices and in conjunction with the City's contracted service provider Municode, the City is conducting a recodification review of the entire Municipal Code to correct errors, inconsistencies, or ambiguous language. Supporting this larger effort, the attached ordinance includes other "clean-up" items designed to consolidate and clarify various existing refuse and trash references found in the Code. There are no substantive policy changes as a result of these language changes.

Fiscal Impact:

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

Legal Issues:

Consideration of this matter is a legislative process.

Other Issues and Considerations:

None noted.

Applicable Council Priority and Goal:

- Safety
- Economic Health & Development: Active support of business development

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 2, 2019.

Attachments:

Ordinance, with Exhibit A (Proposed Revised Code Sections)

Staff Analysis of Draft Code, Annotated for Explanation of Proposed Changes

CITY OF GREELEY, COLORADO

ORDINANCE NO. ____, 2019

AN ORDINANCE AMENDING SECTIONS OF CHAPTER 9 OF THE GREELEY MUNICIPAL CODE TO REQUIRE MANDATORY TRASH SERVICE AND TO MAKE TECHNICAL CORRECTIONS TO CODE SECTIONS REGARDING REFUSE

WHEREAS, the City Council of the City of Greeley is charged with the responsibility of providing for the health, safety and welfare of its residents; and

WHEREAS, adoption of refuse and trash collection and related sanitation codes is one critical method of providing for the protection of residents of the city; and

WHEREAS, the City of Greeley has previously adopted various codes to ensure the proper maintenance of property and the collection refuse; and

WHEREAS, the City Council of the City of Greeley has recently reviewed alternatives to better mitigate trash accumulation in properties through the City, and most notably in alleys, with the conclusion that the City should clearly mandate that all properties receive service from a duly-authorized refuse hauler; and

WHEREAS, the City of Greeley has undertaken a recodification of the Municipal Code to correct errors, inconsistencies, and ambiguous language, providing such opportunity to now undertake such corrections in conjunction with Code sections addressing refuse.

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

Section 1. Various Sections, within Chapter 9 of the Greeley Municipal Code, regarding mandatory trash service and various refuse code references, a copy of which is attached hereto as Exhibit A, is hereby amended, with deletions shown in strikethrough text and additions shown in bold, underlined text.

Section 2. 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 _____, 2019.

ATTEST:

THE CITY OF GREELEY, COLORADO

City Clerk

By: _____
Mayor

EXHIBIT A

9.04.020 - Interpretation of terms; definitions generally.

For the purpose of this Article I, definitions shall be construed as specified in this Chapter. Words used in the singular include the plural and the plural, the singular. Words used in the masculine ~~gender~~ include the feminine, and the feminine, the masculine. Terms, words, phrases, and their derivatives used but not specifically defined in this Article ~~I~~ shall have the same meaning defined in SectionChapter 1.04.020 of this Code, ~~the Uniform Building Code and the Uniform Housing Code.~~

~~(Prior code §13-101(part))~~

9.04.030 - Refuse defined.

For the purpose of this Article ~~I~~, *refuse* means garbage and all other waste matter or discarded or unused material such as, but not limited to, salvage materials, scrap metal, scrap materials, bottles, tin cans, paper, boxes, crates, rags, used lumber and building materials, manufactured goods, appliances, fixtures, discarded furniture, machinery, motor vehicles or parts, or other such items which have been abandoned, demolished or dismantled, or are in such condition as to be unusable in their current state; discarded or inoperable vehicles, machinery parts and tires; and other materials commonly considered to be refuse, rubbish, or junk including organic waste such as, but not limited to, wool, hides, feces, weeds and other vegetation, and silt runoff from vehicle wash racks. As used in this definition, the term *discarded furniture* shall also include, ~~without limitation~~, upholstered furniture that is designed, manufactured, and intended primarily for indoor use but is used or stored outdoors in any unroofed area or area where subject to weather conditions, whether the upholstered furniture is actually discarded or not.

~~(Ord. 25, 1999 §1(part); Ord. 43, 1994 §1; prior code §13-101(part))~~

9.04.040 - Applicability.

The provisions of this ArticleEnvironmental Sanitation Code shall apply to all areas, territory, property, vacant lots, and buildings within the City.

~~(Prior code §13-102)~~

9.04.050 - Enforcement by administrative authority.

The term administrative authority as used in this Article is the Community Development Director or designee. The administrative authority is authorized and directed to administer and enforce all of the provisions of this Article ~~I~~.

~~(Prior code §13-103)~~

9.04.060 - ~~Administrative d~~Duties generally of administrative authority.

The administrative authority shall maintain public office hours necessary to effectively administer its duties~~the provisions of this Article I, the Environmental Sanitation Code and~~

~~amendments thereto~~, and shall examine, observe, inspect, ~~and~~ check, and cause to be brought into compliance all property within the ~~C~~city for violations of this Article ~~I, the Environmental Sanitation Code~~.

~~(Ord. 43, 1994 §1; prior code §13-104)~~

Chapter 9.08 - Refuse Haulers

9.08.010 - State authority required; ~~residents hauling own refuse excepted~~.

No person, firm, or corporation may collect, transport, or remove refuse within the City without having first obtained current authority to do so from the Public Utilities Commission and having ~~first~~ registered such current authority with the Director of Finance; ~~provided, however, that this prohibition does not apply to any resident of the City who, with his or her own conveyance removes his or her own refuse or ashes from his or her own premises.~~

~~(Ord. 42, 2016, §1(Exh. A), 12-20-2016; Ord. 33, 1980 §4; prior code §13-106)~~

9.08.050 - Collection of refuse by other than authorized personnel prohibited; exceptions.

(a) The City, by and through its duly authorized agents, employees, contractors, or City-licensed operators, shall be the sole agency for the collection and disposal of refuse, and no person except such duly authorized agents, employees, contractors, or City-licensed operators ~~of the City~~ shall collect or dispose of any refuse, whether his or her own or another's, within the City. Nothing in this ~~Article Environmental Sanitation Code~~ shall relieve any contractor of the obligation of cleaning up premises after completion of his or her contract.

(b) ~~This prohibition shall not apply to any resident of the City who, with his or her own conveyance removes his or her own refuse~~ ~~Nothing in this Environmental Sanitation Code shall prevent an individual from hauling his or her own waste material~~; provided that it is properly disposed of in conformity with this ~~Article Environmental Sanitation Code and a permit is obtained as provided~~.

~~(Prior code §13-136)~~

Chapter 9.12 - Refuse Disposal Sites

9.12.010 - Definitions.

For the purpose of each and every provision of this Chapter, the following definitions of terms shall apply:

Disposal means the processing of solid or semisolid wastes by sanitary landfill, by incineration, ~~by~~ composting, ~~by~~ grinding or ~~by~~ any other equivalent sanitary method.

Refuse disposal site means any location designated by the City Council or the ~~Board of County Commissioners~~ where any approved final treatment utilization, processing, or depository of solid or semi-solid wastes occur, and includes designated sanitary landfills.

~~Sanitary landfill means the active portion of the landfill site where refuse is being dumped, compacted and covered.~~

~~(Prior code §13-116)~~

9.12.020 - Operation of refuse disposal sites.

Any refuse disposal site operated or designated by the City as a City disposal site shall be operated in accord with the state statutes and rules.

~~(Prior code §13-117)~~

~~9.12.030 - Operation to conform to state standards.~~

~~Any refuse disposal facility which has been approved and designated or operated as a City disposal site shall, at all times during which the same is so designated, be operated and maintained according to the minimum operating and maintenance standards as set forth in the state statutes and rules of the State Health Department.~~

~~(Prior code §13-118)~~

9.12.040 - Inspection and correction; authorities designated.

The administrative authority, in addition to the authorized agent of the County ~~Health Department or County Commissioners~~, shall regularly inspect the operation and maintenance of all City refuse disposal sites and supervise all corrective steps that shall be taken by the operators or City crews.

~~(Prior code §13-119)~~

9.12.060 - Duration of designation.

The designation of the refuse disposal site shall be for an indefinite duration; however, nothing in this ~~Article~~ Chapter shall prohibit the City from entering into a contract with any other municipality or with the County for the joint acquisition, maintenance, and operation of solid or semisolid waste disposal sites in accord with the state statutes.

~~(Prior code §13-121)~~

Chapter 9.16 - Hazards to Health and the Environment

9.16.010 - Manure regulations.

Other than a light spread of manure which may be applied on lawns or gardens for fertilizing purposes, it is unlawful to keep manure or accumulated feces on any property for any purpose. Manure or feces shall either be plowed under or removed by the owner, occupant or agent.

~~(Prior code §13-123)~~

9.16.020 - Burning of refuse.

~~(a) Definitions. For the purpose of each and every provision of this Chapter, the following definitions of terms shall apply:~~

~~Agricultural land refers to any cultivated land, including ranching and the raising of livestock or the raising of livestock only as a commercial endeavor and provided that more than fifty percent (50%) of the roughage type food, such as hay or ensilage, is provided by the owner on his or her immediate property.~~

~~Irrigation ditch refers to any active ditch where water rights are currently utilized.~~

~~Refuse refers to any garbage and all of the waste material or discarded or unused material, all rubbish of any kind or nature whatsoever and other materials commonly known as rubbish or refuse of any kind or character or by any means known, furniture or fixtures, appliances and other household equipment of such weight and dimension, size and shape that they can be handled by not more than two (2) people, and all other useless, rejected and cast off material.~~

~~(ab) Prohibitions.~~

- ~~(1) It is unlawful for any person, firm, or corporation to set on fire or burn any refuse or other waste material in any receptacle or upon the ground except as described in subsection (c) of this Section.~~
- ~~(2) It is unlawful for any person to burn weeds, leaves, limbs, trees, lawns, gardens, rubber tires, plastics, wire, insulation, or and other smoke-producing materials or other flammable materials except under the conditions described in of subsections (c) and (d) of this Section.~~
- ~~(3) A person shall not construct, erect, install, maintain, or use any incinerator or so burn any combustible material as to constitute or occasion a fire hazard by the use or burning thereof.~~

~~(be) Exemptions.~~

- ~~(1) Burning pursuant to and within the limitations of a permit issued under subsections (d) and (e) of this Section shall be exempt from the foregoing restrictions.~~
- ~~(2) Fires for noncommercial cooking of food for human beings, inside fireplaces, or stoves, or and outside barbecues shall be exempt from subdivision (1) of subsection (b) of this Section. Fireplace and barbecue Allowed fuel shall be limited to dry wood, coal, dry paper or smokeless fuel.~~
- ~~(3) Any exemption contained in this subsection shall constitute an affirmative defense to any alleged violation of subsection (b) of this Section.~~

~~(cd) Permit from Fire Chief.~~

- ~~(1) A permit must may be issued by the Fire Chief or designee City for the purpose of agricultural burning. This burning shall consist of and be limited to the burning of active irrigation or drainage ditches and fence rows. This is further limited to the burning of weeds and grass within the confines of the ditch (ditch bottom, inside walls~~

and ditch bank). Fence row burning shall be limited to an area no wider than three (3) feet from either side of the fence.

- (2) A permit ~~must~~may be issued for the flaring of waste gas derived from the operation of any municipally owned and operated sewer treatment facility.
- (3) A permit ~~must~~may be issued for the flaring of natural gas when such burning is necessary to test the quality and volume of the production at the well site. During the course of testing, burning conducted pursuant to this permit may also be utilized to clean up the well by removal from the well bore and the productive formation of water, drilling fluids and materials used in connection with the completion or recompletion of the well or any stimulation thereof. Such a permit shall be issued under the following conditions and shall be revoked when any of these conditions do not exist:
 - a. All natural gas must be flared into a pit;
 - b. The entire flame resulting from the operation must be below ground level, including berms. If the administrative authority determines that the resulting flame is not below ground level, including berms, it shall notify the operator or producer immediately in writing. Within forty-eight (48) hours from such notice, the flame must be brought into compliance with the provisions of this Section;
 - c. All flaring must be conducted for well test purposes as noted above;
 - d. Any permit issued for natural gas flaring shall run for a period of sixty (60) days from the date of issuance. Such permit shall be issued at the time that the necessary permits issued pursuant to the Fire Code ([Chapter 16.36](#)) are granted to the operator or producer. If no flaring is conducted within the sixty-day period from the date of issuance, such permit may be renewed on a one-time basis for a period of sixty (60) days. Actual flaring shall be limited to ten (10) days within the sixty-day period of the permit upon giving written notice thereof to the Fire Chief.
- (4) A permit ~~must~~may be issued for instructional, recreational, and ceremonial fires or for the burning of weeds, grass, gardens, or leaves.
 - a. Applicants for burning permits must be in legal control of the lot or parcel of land on which the burning is to be done.
 - b. No person shall kindle or maintain any fire or authorize any such fire to be kindled or maintained on any private land unless the location is more than fifty (50) feet from any structure and adequate provision is made to prevent fire from spreading to within fifty (50) feet of any structure. Weeds that are to be burned are to be cut and gathered together in small piles no larger than five (5) feet in diameter and separated at least fifteen (15) feet from other piles of weeds.
 - c. All fires shall be constantly attended by a competent person until such fire is extinguished. This person shall have a garden hose connected to the water supply or other fire-extinguishing equipment readily available for use. The fire-extinguishing equipment shall be furnished by the applicants of the burning permit and shall be of adequate size and quantity to control the fire, as determined by the Fire ~~Chief~~Department. If adequate equipment to control the fire cannot be obtained by the applicant, the Fire Department will be notified to stand by until the fire has

been extinguished, and a charge of one hundred dollars (\$100.00) per hour will be charged for this service. The minimum charge will be one hundred dollars (\$100.00).

- d. Burning shall not occur, under permit or otherwise, which shall cause or create a dense smoke or odor to the extent it will be offensive to neighboring property owners.
 - e. No person shall kindle a fire upon the land of another without permission of the owner thereof or his or her agent.
 - f. All burning shall take place during hours approved by the Fire Chief. These hours shall be from one (1) hour after sunrise to 4:30 p.m., Monday thru Saturday only, unless specified otherwise in the burning permit.
- (5) Prior to the issuance of any permit, the requesting party shall provide satisfactory proof that the proposed burning will comply with all county environmental regulations and City fire codes.
- (6) All burning permits shall be subject to a fee to help defray administrative expenses.
- (7) During burning all ~~Uniform~~ Fire Code requirements must be complied with.
- (e) ~~Fire Chief~~Administrative authority.
- (1) The Fire ~~Chief~~Authority shall be ~~the administrative authority~~ responsible for the issuance of any burning permit ~~described in as outlined under~~ this Section. ~~A permit~~ Such Authority may ~~be revoked~~ any permit pursuant to the provisions of this Section if the burning is deemed a nuisance or a hazard. In reference to the flaring of oil and gas wells, such revocation may occur only after notice to correct has been submitted to the offending operator or producer. Such operator or producer shall have forty-eight (48) hours within which to correct the defect. If such defect has not been corrected, the Authority may proceed to revocation. The provisions regarding notice and the time period for correction shall not apply to any hazard which is deemed a threat to the public health or safety ~~of citizens of the community~~.
 - (2) The Fire ~~Chief~~Authority may prohibit any or all burning when atmospheric conditions or local circumstances make such fire hazardous.

(Ord. 26, 2011 §1; Ord. 25, 1999 §1(part); Ord. 10, 1983 §2; Ord. 51, 1982 §2; Ord. 29, 1981 §3; prior code §13-124)

9.16.030 - Stagnant ~~or unpure~~ water.

It is unlawful for any person, firm or corporation to maintain any building, structure, or premises that contains stagnant ~~or unpure~~ water or water ponds that serve as the breeding place for mosquitoes, insects, or rodents.

(Prior code §13-125)

9.16.040 - Decaying vegetation prohibited.

- (a) It is unlawful for any owner or occupant of any lot, structure, or building to cause or permit decaying vegetable matter to be present on or in such lot, structure or building. Nothing in this ~~Section or in other Sections of this~~ Article shall prevent any owner or occupant from maintaining a compost pile in conformity with rules promulgated by the administrative authority.
- (b) The administrative authority is directed to promulgate rules, which may be changed from time to time, establishing restrictions and directives regarding material in compost piles and methods for the proper care and maintenance of them. Such rules shall be designed to prevent offensive odors and any condition hazardous to public health or safety.
- ~~(c) The administrative authority shall issue a notice of violation to any owner or occupant responsible for maintaining or permitting the maintenance of a compost pile not in conformity with this Code. The failure to comply with this Section is a code infraction subject to the sanctions set forth in Chapter 1.33 of this Code.~~

~~(Ord. 46, 2006 §1; Ord. 43, 1994 §2; prior code §13-126)~~

9.16.075 - Plant Management Advisory Commission Established.

In accordance with ChapterSection 9.52-~~023(e)~~ of this Code and in addition to the powers and duties set forth therein, the City's Air Quality and Natural Resources Commission ("Commission") shall serve as the City's Plant Management Advisory Commission ~~as contemplated by Section 35-5.5-101, et seq., C.R.S.~~

~~(Ord. 70, 2002 §1; Ord. 25, 1999 §1(part); Ord. 43, 1994 §2)~~

9.16.077 - Powers and duties.

The ~~Air Quality and Natural Resources~~ Commission shall have the following powers and duties related to plant management:

- ~~(a1)~~ The Commission shall develop and recommend a plan for the integrated management of designated troublesome, injurious, or otherwise undesirable plants ("Noxious Weed Management Plan") within the City, including recommended management criteria. The management plan shall be reviewed at regular intervals but not less often than once every three (3) years by the Commission. The management plan and any amendments made thereto shall be transmitted to City Council for approval, modification, or rejection.
- ~~(b2)~~ The Commission shall designate undesirable plants which are recommended to be subject to integrated management as specified according to this Section~~Subsection (1) above~~ to be included in the Noxious Weed Management Plan.
- ~~(c3)~~ The Commission shall recommend to City Council that identified land owners be required to submit an integrated management plan to control designated undesirable plants upon such owner~~person~~'s property.

(d4) The Commission shall have jurisdiction over requests for the granting of variances with respect to the management plan and management criteria created in accordance with the directives of this Section.

(e5) The Commission shall perform other such duties as may be prescribed by City Council.

~~(Ord. 25, 1999 §1(part); Ord. 43, 1994 §2)~~

9.16.080 - Control of weeds.

(a) Definitions. For the purpose of each and every provision of this Chapter, the following definitions shall apply:

~~Administrative authority means the Community Development Director or designee.~~

~~Administrative official means the Community Development Department through its Natural Resources Division or designee, which shall be responsible for enforcing compliance with this Title.~~

~~Containment means maintaining an intensively managed buffer zone that separates infested regions, where suppression activities prevail, from largely uninfested regions, where eradication activities prevail.~~

~~Eradication means reducing the reproductive success of a noxious weed species or specified noxious weed population in largely uninfested regions to zero and permanently eliminating the species or population within a specified period of time; once all specified weed populations are eliminated or prevented from reproducing, intensive efforts are to continue until the existing seed bank is exhausted.~~

~~Noxious weed means those plants as designated in the Noxious Weed Management Plan. The Noxious Weed Management Plan is kept on file in the Community Development Department and the City Clerk's office. The Noxious Weed Management Plan may be updated to include additional noxious weeds after a public hearing and with thirty (30) days' prior notice to the public.~~

~~Restoration means the removal of noxious weed species and reestablishment of desirable plant communities on lands of significant environmental or agricultural value in order to help restore or maintain said value.~~

~~Suppression means reducing the vigor of noxious weed populations within an infested region, decreasing the propensity of noxious weed species to spread to surrounding lands, and mitigating the negative effects of noxious weed populations on infested lands. Suppression efforts may employ a wide variety of integrated management techniques.~~

~~Weed means a troublesome or injurious plant. Weed does not include vegetation commonly recognized, cultivated and maintained as ornamental, herbal, agricultural or xeriscape.~~

(b) Prohibited.

(1) No owner, tenant or agent of any lot, block, or parcel of ground within the City shall allow or permit weeds to grow, or remain when grown, on such lot, block, or parcel of

ground, including vacant or unimproved property, or on or along a sidewalk or street adjoining the same or in the alley behind the same.

- (2) Weeds which are in a reproductive (flowering or at seed) stage or when such stage is imminent must be appropriately controlled to eliminate further infestation of the property. Weeds on vacant lots, blocks or parcels which are over twelve (12) inches in height shall be kept cut near the ground. Weeds on developed lots, blocks, or parcels must be replaced with appropriate landscape or other lawful property improvement as per Chapter 18.44 of ~~this Greeley Development~~ Code.
- (3) It shall be unlawful to intentionally introduce, cultivate, sell, offer for sale or knowingly allow to grow any noxious weed designated pursuant to [the Noxious Weed Management Plan](#) ~~this Chapter~~ or any state [regulation statute](#), except that this prohibition shall not apply to any exceptions provided under state law.
- (c) Inspection. The administrative official shall have the authority to perform inspections for the presence of weeds during normal business hours or other reasonable times upon receipt of a complaint, from referral by another City department, or upon observation during the normal course of duties. The inspection may occur from any public right-of-way or neighboring property, or the administrative official may enter onto the premises as per Section 9.04.070.
- (d) Issuance of notice of violation. If the administrative authority determines that a violation exists, a notice of violation ~~for a code infraction~~ may be issued to the owner, tenant, or agent of the lot, block, or parcel, and the notice of violation may be issued without prior notice. If the administrative authority cannot serve the notice of violation directly to the owner, tenant, or agent (such as when the violator is not physically present in the City), the notice of violation shall be served in the manner set forth in Chapter 2.09 of this Code. If, within three hundred sixty-five (365) calendar days of a prior notice of violation, the administrative authority performs a second or further inspection (other than an inspection showing compliance) for the same property and finds a second or further violation of the same type, the owner, tenant, or agent may immediately receive a new notice of violation ~~for a code infraction~~.
- (e) ~~The following are not considered to have noxious weed growth~~ [Variances. Weed variances may be granted under the following circumstances or conditions:](#)
 - (1) ~~AAn owner of a~~ tract of land that has been certified as a “Backyard Wildlife Habitat” may have a brush pile not to exceed eight (8) feet by eight (8) feet wide by three (3) feet in height and as further described in the certification document, if it is permitted by the terms of the Backyard Wildlife Habitat Certification. *Backyard Wildlife Habitat Certification* means certification by the ~~Air Quality and Natural Resources~~ Commission or other City entity as may be designated by the City Manager in accordance with applicable policies and guidelines, recognizing a yard as having the necessary components to sustain the desired wildlife species. Guidelines for the Backyard Wildlife Habitat Certification program may be obtained from the Community Development or Forestry Division offices.
 - (2) ~~AAn owner of a~~ tract of land that has been certified as a natural area is permitted to have grasses growing in excess of twelve (12) inches high, ~~. This variance will be~~

limited to the grass species and areas of the site identified within the certification document. *Natural Area Certification* means certification by the ~~Air Quality and Natural Resources~~ Commission or other City entity as may be designated by the City Manager in accordance with applicable and recognized policies and guidelines, designating a site of at least one-quarter (¼) acre in size as having the necessary components to be classified as a natural area. Guidelines for the Natural Area Certification program may be obtained from the Community Development or Forestry Division offices.

(3) Plants grown for the purpose of personal consumption.

~~(4) A variance shall not be available with regard to noxious weeds.~~

(f) ~~Certification~~Variance procedures. A landowner or occupant may seek the certifications described in this Section~~a variance from requirements of Subsection (b) above~~ in the following manner:

(1) A ~~variance~~ request shall be submitted on a form supplied by the administrative authority. The request shall contain the name and address of the applicant landowner, a correct legal description of the land involved, a site plan depicting the ~~certification~~variance requested, the reasons supporting the request, and a description of the land and existing improvements thereon in sufficient detail to enable the ~~administrative~~reviewing authority to predict with reasonable accuracy the impact which the proposed ~~certification~~variance would have on adjacent and nearby properties and on the City as a whole. The request shall be signed by all owners of the property involved or, if the property is subject to a contract for sale and purchase, by all contract purchasers. If a notification has been provided to a landowner regarding presence of noxious weeds, a ~~certification~~variance request shall be considered by the Commission only if presented by the landowner to the City, through the administrative official, within five (5) calendar days from the date of the notification.

(2) The request will be forwarded for technical review by the City's Administrative Review Team which shall provide written comment to the ~~Air Quality and Natural Resources~~ Commission.

(3) The request ~~for variance~~ shall be considered by the Commission at the earliest possible opportunity but no later than within thirty (30) days of the request.

a. The Commission shall certify the subject property or deny ~~certification~~the variance and shall state its findings and conclusions in writing, providing copies of the findings and conclusions to the administrative official and to the subject landowner.

b. If ~~certification~~the variance is denied, the landowner must come into compliance with all applicable regulations within five (5) days from the date of the ~~Air Quality and Natural Resource~~ Commission's findings.

(g) Noxious weeds prohibited. ~~Plants~~The weeds designated in the Noxious Weed Management Plan are hereby declared ~~noxious and, as such, are declared~~ a threat to the economic and environmental value of the land within the City, and it is hereby decreed that no owner, tenant, or agent shall allow any such plant growth to occur on any lot, block, or parcel of ground, including those areas adjoining public rights-of-way. Control and management of noxious weeds shall be done in compliance with the Noxious Weed Management Plan.

(h) Noxious weeds notice. The ~~administrative official or designee~~City shall have authority with regard to private lands within the ~~City municipality, acting directly or indirectly through its agents or staff,~~ to inspect per Subsection (c) and to notify the landowner or occupant of such lands, advising said landowner or occupant of the presence of noxious weeds. Said notice shall name the noxious weeds, advise the landowner or occupant to manage the noxious weeds and specify the best available control methods of integrated management. Where possible, the City shall consult with the affected landowner or occupant in the development of a plan for the management of noxious weeds on the premises or lands.

(1) Within five (5) days after service of notification, the landowner or occupant shall:

- a. Comply with the terms of the notification; or
- b. Acknowledge the terms of the notification and submit in writing a management plan which includes a schedule for the completion of the plan for compliance. Said plan shall be reviewed by the administrative authority within five (5) business days of receipt. If the plan is rejected by the administrative authority, the landowner may request an arbitration panel be convened to determine the final management plan.
 1. The arbitration panel selected by the City shall be comprised of a weed management specialist or weed scientist, a landowner of similar land within the City and a third panel member chosen by agreement of the first two (2) panel members. The landowner or occupant shall be entitled to challenge any one (1) member of the panel, and the City shall name a new panel member from the same category. Said panel shall convene at the earliest possible opportunity to consider the case and develop a management plan for the subject property. The decision of the arbitration panel shall be final.
 2. The City may assess the landowner costs for any actual expenses incurred for the conduct of the hearing.

~~(Ord. 42, 2011 §1; Ord. 26, 2011 §1; Ord. 46, 2006 §1; Ord. 17, 2005 §1; Ord. 24, 2004 §1; Ord. 70, 2002 §1; Ord. 25, 1999 §2(part); Ord. 43, 1994 §2; Ord. 19, 1988 §1(part); Ord. 66, 1986 §1; Ord. 35, 1982 §2; prior code §13-130)~~

9.16.110 - Failure to pay a lien.

Failure to pay an assessment as provided for at Section 9.16.100 within ~~such period of~~ thirty (30) days ~~described therein~~ shall cause such assessment to become a lien against such lot, block, or parcel of land and shall have priority over all liens, except general taxes and prior special assessments, and the same may be certified at any time after such failure to ~~so pay the same within thirty (30) days,~~ by the Director of Finance to the County Treasurer to be placed upon the tax list for the current year, to be collected in the same manner as other taxes are collected, with a ten-percent penalty to defray the cost of collection, as provided by state law.

~~(Ord. 24, 2004 §1; Ord. 19, 1988 §1(part); prior code §13-132(part))~~

9.16.111 - Fugitive dust; abatement.

- (a) Definition. For the purpose of each and every provision of this Chapter, the following definition shall apply: *Fugitive dust* means dirt which becomes airborne and relocates on a property other than on the one from which it originated.
- (b) All new development projects must file and comply with an erosion control plan as prescribed in Chapter 9.18, Grading and Soil Erosion Control, of this Code.
- (c) Violation. No owner, tenant or agent of any lot, block, or parcel of ground in the City shall permit dust or dirt from their property to blow upon another property or right-of-way.
- (d) Notice and abatement. After notice as described further in Section 9.16.200 to the owner, tenant, or agent of the subject property, a twenty-four-hour time period shall be given to resolve the fugitive dust complaint pursuant to Subsection (b) above. If after expiration of twenty-four (24) hours the property is not in compliance, the administrative authority or designee ~~code enforcement inspector~~ may have ~~an employee of the City, or a private individual or firm under contract, perform~~ the necessary measures performed to control the fugitive dust. If, however, the administrative authority deems the property to be an immediate traffic, health, or safety hazard, it ~~the authority~~ may authorize that immediate action be taken.

(Ord. 25, 1999 §2(part); Ord. 19, 1988 §1(part))

9.16.113—Failure to pay a lien.

~~Failure to pay an assessment as provided for at Section 9.16.112 within such period of thirty (30) days described therein shall cause such assessment to become a lien against such lot, block or parcel of land and shall have priority over all liens, except general taxes and prior special assessments, and the same may be certified at any time after such failure to so pay the same within thirty (30) days, by the Director of Finance to the County Treasurer, to be placed upon The tax list for the current year, to be collected in the same manner as other taxes are collected, with a ten percent penalty to defray the cost of collection, as provided by the laws of the State.~~

~~(Ord. 19, 1988 §1(part))~~

9.16.120 - Refuse disposal responsibilities~~accumulations~~; ~~duty of owner~~.

It is the duty of every person, whether owner, agent, ~~or~~ tenant, lessee, or occupant of any building, premises, or vacant lot, including but not limited to any place of business, hotel, restaurant, residence, or any other establishment, at all times, to maintain the premises in a clean and orderly condition, permitting no deposit or accumulation of refuse other than that~~those~~ ordinarily attendant upon the use for which such premises are legally intended.

(a) Refuse must be disposed of a minimum of once a week by a duly-authorized refuse hauler using containers sufficient in size to contain all refuse generated by the property. The administrative authority may require more frequent disposal to protect the public health or safety.

(1) Nothing in this Section shall prohibit the pPlacement of ~~trash, garbage or~~ refuse containers for pick-up on a public rights-of-way, street, sidewalk, or alley is allowed for one (1) twenty-four-hour period within a seven-day period. ~~Prohibited items include but are not limited~~

~~to any such material commonly considered refuse and placed so as to be visible at ground level from a public right-of-way, street, alley or adjacent property or which may provide harborage for rats, mice or other vermin. All~~

~~(2) Refuse and debris remaining as a result of the demolition or repair of any buildings or the erection and completion of any buildings shall be removed following substantial completion of the work. Any such accumulation shall constitute a code infraction and a violation of this Environmental Sanitation Code.~~

~~(b) Refuse that is explosive or flammable, which might endanger the public health or safety, shall be removed to such places as approved by the administrative authority.~~

~~(c) Refuse shall not thrown, swept, or placed in any public rights-of way, street, sidewalk, alley, gutter, sewer, stormwater intake, vacant lot, or other property.~~

~~(Ord. 46, 2006 §1; Ord. 56, 1994 §1; Ord. 43, 1994 §2; Ord. 19, 1988 §1(part); prior code §13-133(part))~~

~~9.16.123 – Failure to pay assessment for City abatement.~~

~~Failure to pay an assessment as provided for at Section 9.16.122 within such period of thirty (30) days described therein shall cause such assessment to become a lien against such lot, block or parcel of land and shall have priority over all liens, except general taxes and prior special assessments, and the same may be certified at any time after such failure to so pay the same within thirty (30) days, by the Director of Finance to the County Treasurer, to be placed upon the tax list for the current year, to be collected in the same manner as other taxes are collected, with a ten percent penalty to defray the cost of collection, as provided by the laws of the State.~~

~~(Ord. 19, 1988 §1(part))~~

9.16.130 - Owners; ultimate responsibility for violations.

Every owner remains liable for Code violations ~~of responsibilities imposed upon him or her by this Environmental Sanitation Code~~ even though an obligation is also imposed on the occupants ~~or tenants of his or her building or premises and even though the owner has by agreement imposed on the occupant the duty of furnishing required equipment or of complying with this Environmental Sanitation Code.~~

~~(Prior code §13-133(part))~~

9.16.140 - Sanitary facilities responsibility.

Every owner shall, ~~where required by this Environmental Sanitation Code,~~ furnish and maintain such approved sanitary facilities as required for the prevention of insect and rodent infestation and the infestation of noxious weeds and other vegetation or the pollution of air or water.

~~(Ord. 25, 1999 §2(part); prior code §13-133(part))~~

~~9.16.150—Occupants; sanitation and disposal responsibilities.~~

~~Every occupant shall be responsible for keeping his or her dwelling, structure or premises which he or she occupies and controls in a clean, safe and sanitary condition and shall dispose of all his or her rubbish, refuse, garbage, animal feces and other organic waste, including growth from weeds, vegetation and trees, a minimum of once a week as required by this Environmental Sanitation Code.~~

~~(Ord. 31, 2000 §1; prior code §13-133(part))~~

~~9.16.160—Businesses; removal of refuse required; explosive or inflammable materials disposal.~~

~~Discarded automobile parts, refuse of all kinds, wool, hides, junkyard refuse and packinghouse or slaughterhouse refuse shall be removed periodically from such respective establishments by the proprietor so that the premises are clean and orderly at all times. Silt and similar deposits from automobile wash racks shall be removed to the City or county disposal site by the establishment creating such deposit. Any accumulation of refuse that is highly explosive or inflammable, which might endanger life or property, shall be removed to such places as approved by the administrative authority; such removal to be handled by the establishments therefor.~~

~~(Prior code §13-135)~~

~~9.16.170—Placing refuse on premises prohibited; unhealthful or nuisance materials.~~

~~It is unlawful to deposit or place any refuse in such a manner that the same is or tends to become a nuisance or in such manner that the same endangers or tends to endanger the public health. No person shall, in any manner, throw, place, scatter, deposit or bury any refuse in or upon any public street, alley or other public place, or upon his or her own premises or the premises of another.~~

~~(Prior code §13-137)~~

~~9.16.180—Throwing or sweeping refuse.~~

~~It is unlawful for refuse of any kind or nature whatsoever to be thrown or swept into any street, sidewalk, gutter, sewer, intake, alley, vacant lot or other property.~~

~~(Prior code §13-138)~~

9.16.190 - Interference with refuse containers and contents.

No person not an owner, occupant, lessee, or tenant of the residence or dwelling shall molest, remove, handle or otherwise disturb any refuse containers, bags, brackets, or contents for servicing by the collectors; ~~provided that this Section does not apply to the owner, occupant, lessee or tenant of the residence or dwelling so placing the containers and contents.~~

~~(Prior code §13-139)~~

9.16.210 - ~~Penalties~~Sanctions.

- (a) Any violation of this Chapter ~~is subject to the penalty provisions of~~shall be a code ~~infraction and sanctions shall be as set forth in~~ Chapter 1.33 of this Code.
- (b) For purposes of assessing ~~penalties~~sanctions for repeated offenses pursuant to this Section, *violation* includes each violation at any property or for an owner, agent, or tenant regardless of property location within the City; and, *violation* is limited to a violation of the same ~~Municipal~~ Code section. ~~Each repeat violation must be set forth on a notice of violation form and served as set forth in Subsection 2.09.120(d) of this Code.~~

~~(Ord. 26, 2011 §1; Ord. 46, 2006 §1; Ord. 18, 2005 §§1, 2; Ord. 27, 2002 §1; Ord. 30, 1990 §1(part))~~

STAFF ANALYSIS

9.04.020 - Interpretation of terms; definitions generally.

For the purpose of this Article I, definitions shall be construed as specified in this Chapter. Words used in the singular include the plural and the plural, the singular. Words used in the masculine ~~gender~~ include the feminine, and the feminine, the masculine. Terms, words, phrases, and their derivatives used but not specifically defined in this Article ~~I~~ shall have the same meaning defined in ~~Section Chapter 1.04.020~~ of this Code, ~~the Uniform Building Code and the Uniform Housing Code~~.

~~(Prior code §13-101(part))~~

Commented [Staff1]: Neither of these “Codes” are referenced anywhere in the Greeley Municipal Code (“GMC”), so they have been deleted.

9.04.030 - Refuse defined.

For the purpose of this Article ~~I~~, *refuse* means garbage and all other waste matter or discarded or unused material such as, but not limited to, salvage materials, scrap metal, scrap materials, bottles, tin cans, paper, boxes, crates, rags, used lumber and building materials, manufactured goods, appliances, fixtures, discarded furniture, machinery, motor vehicles ~~or parts~~, or other such items which have been abandoned, demolished or dismantled, or are in such condition as to be unusable in their current state; discarded or inoperable vehicles, machinery parts and tires; and other materials commonly considered to be refuse, rubbish, or junk ~~including organic waste such as, but not limited to, wool, hides, feces, weeds and other vegetation, and silt runoff from vehicle wash racks~~. As used in this definition, the term *discarded furniture* shall also include, ~~without limitation~~, upholstered furniture that is designed, manufactured, and intended primarily for indoor use but is used or stored outdoors in any unroofed area or area where subject to weather conditions, whether the upholstered furniture is actually discarded or not.

~~(Ord. 25, 1999 §1(part); Ord. 43, 1994 §1; prior code §13-101(part))~~

Commented [Staff2]: Redundant sections in this Chapter have been eliminated, so these additions are intended to capture all “refuse” definitions from those eliminated sections.

9.04.040 - Applicability.

The provisions of this ~~Article Environmental Sanitation Code~~ shall apply to all areas, territory, property, vacant lots, and buildings within the City.

~~(Prior code §13-102)~~

Commented [Staff3]: With the upcoming recodification project, Chapter names may be changed, so the more generic term is used here and elsewhere in the Chapter.

9.04.050 - Enforcement by administrative authority.

The ~~term~~ administrative authority ~~as used in this Article is the Community Development Director or designee. The administrative authority~~ is authorized and directed to administer and enforce all of the provisions of this Article ~~I~~.

~~(Prior code §13-103)~~

Commented [Staff4]: The only definition of “administrative authority” appears late in this Chapter (in 9.16.080). The definition needs to be provided the first time the term it is used, however, and so has been moved here.

9.04.060 - ~~Administrative d~~Duties generally of administrative authority.

The administrative authority shall maintain public office hours necessary to effectively administer ~~its duties~~the provisions of this Article I, the Environmental Sanitation Code and

STAFF ANALYSIS

~~amendments thereto~~, and shall examine, observe, inspect, ~~and~~ check, and cause to be brought into compliance all property within the City for violations of this Article ~~I, the Environmental Sanitation Code~~.

(Ord. 43, 1994 §1; prior code §13-104)

Chapter 9.08 - Refuse Haulers

9.08.010 - State authority required; ~~residents hauling own refuse excepted~~.

No person, firm, or corporation may collect, transport, or remove refuse within the City without having first obtained current authority to do so from the Public Utilities Commission and having first registered such current authority with the Director of Finance; ~~provided, however, that this prohibition does not apply to any resident of the City who, with his or her own conveyance removes his or her own refuse or ashes from his or her own premises.~~

(Ord. 42, 2016, §1(Exh. A), 12-20-2016; Ord. 33, 1980 §4; prior code §13-106)

9.08.050 - Collection of refuse by other than authorized personnel prohibited; exceptions.

(a) The City, by and through its duly authorized agents, employees, contractors, or City-licensed operators, shall be the sole agency for the collection and disposal of refuse, and no person except such duly authorized agents, employees, contractors, or City-licensed operators ~~of the City~~ shall collect or dispose of any refuse, whether his or her own or another's, within the City. Nothing in this ~~Article Environmental Sanitation Code~~ shall relieve any contractor of the obligation of cleaning up premises after completion of his or her contract.

(b) ~~This prohibition shall not apply to any resident of the City who, with his or her own conveyance removes his or her own refuse~~Nothing in this ~~Environmental Sanitation Code~~ shall ~~prevent an individual from hauling his or her own waste material~~; provided that it is properly disposed of in conformity with this ~~Article Environmental Sanitation Code and a permit is obtained as provided~~.

(Prior code §13-136)

Chapter 9.12 - Refuse Disposal Sites

9.12.010 - Definitions.

For the purpose of each and every provision of this Chapter, the following definitions of terms shall apply:

Disposal means the processing of solid or semisolid wastes by sanitary landfill, by incineration, ~~by~~ composting, ~~by~~ grinding or ~~by~~ any other equivalent sanitary method.

Refuse disposal site means any location designated by the City Council or the ~~Board of County Commissioners~~ where any approved final treatment utilization, processing, or depository of solid or semi-solid wastes occur, and includes designated sanitary landfills.

Commented [Staff5]: This exception appears in 9.08.050, too, a more logical placement, so this deleted language has been incorporated there.

Commented [Staff6]: No description of how to obtain a permit is provided, so the reference has been deleted.

Commented [Staff7]: All references to County departments, etcetera, will be generically, "County."

STAFF ANALYSIS

Sanitary landfill means the active portion of the landfill site where refuse is being dumped, compacted and covered.

(Prior code §13-116)

9.12.020 - Operation of refuse disposal sites.

Any refuse disposal site operated or designated by the City as a City disposal site shall be operated in accord with the state statutes and rules.

(Prior code §13-117)

~~9.12.030 - Operation to conform to state standards.~~

~~Any refuse disposal facility which has been approved and designated or operated as a City disposal site shall, at all times during which the same is so designated, be operated and maintained according to the minimum operating and maintenance standards as set forth in the state statutes and rules of the State Health Department.~~

(Prior code §13-118)

Commented [Staff8]: This section is a redundant restatement of 9.12.020 and so has been deleted.

9.12.040 - Inspection and correction; authorities designated.

The administrative authority, in addition to the authorized agent of the County ~~Health Department or County Commissioners~~, shall regularly inspect the operation and maintenance of all City refuse disposal sites and supervise all corrective steps that shall be taken by the operators or City crews.

(Prior code §13-119)

9.12.060 - Duration of designation.

The designation of the refuse disposal site shall be for an indefinite duration; however, nothing in this ~~Article~~Chapter shall prohibit the City from entering into a contract with any other municipality or with the County for the joint acquisition, maintenance, and operation of solid or semisolid waste disposal sites in accord with the state statutes.

(Prior code §13-121)

Chapter 9.16 - Hazards to Health and the Environment

9.16.010 - Manure regulations.

~~Other than a light spread of manure which may be applied on lawns or gardens for fertilizing purposes, it is unlawful to keep manure or accumulated feces on any property for any purpose. Manure or feces shall either be plowed under or removed by the owner, occupant or agent.~~

Commented [Staff9]: "Manure" is typically different from, for example, dog feces. Both can constitute public concerns, however.

STAFF ANALYSIS

(Prior code §13-123)

9.16.020 - Burning of refuse.

(a) ~~Definitions. For the purpose of each and every provision of this Chapter, the following definitions of terms shall apply:~~

~~Agricultural land refers to any cultivated land, including ranching and the raising of livestock or the raising of livestock only as a commercial endeavor and provided that more than fifty percent (50%) of the roughage type food, such as hay or ensilage, is provided by the owner on his or her immediate property.~~

~~Irrigation ditch refers to any active ditch where water rights are currently utilized.~~

~~Refuse refers to any garbage and all of the waste material or discarded or unused material, all rubbish of any kind or nature whatsoever and other materials commonly known as rubbish or refuse of any kind or character or by any means known, furniture or fixtures, appliances and other household equipment of such weight and dimension, size and shape that they can be handled by not more than two (2) people, and all other useless, rejected and cast-off material.~~

Commented [Staff10]: These definitions are eliminated because they are not used in the GMC.

Commented [Staff11]: "Refuse" has already been defined in 9.04.030.

(ab) Prohibitions.

- (1) It is unlawful for any person, firm, or corporation to set on fire or burn any refuse or other waste material in any receptacle or upon the ground except as described in ~~subsection (c) of this Section.~~
- (2) It is unlawful for any person to burn weeds, leaves, limbs, trees, lawns, gardens, rubber tires, plastics, wire, insulation, ~~or and~~ other smoke-producing ~~materials or other~~ flammable materials except under the conditions ~~described in of subsections (c) and (d) of this Section.~~
- (3) A person shall not construct, erect, install, maintain, ~~or~~ use any incinerator or so burn any combustible material as to constitute or occasion a fire hazard by the use or burning thereof.

(be) Exemptions.

- (1) Burning pursuant to and within the limitations of a permit issued under ~~subsections (d) and (e) of this Section~~ shall be exempt from the foregoing restrictions.
- (2) Fires for noncommercial cooking of food for human beings, ~~inside~~ fireplaces, ~~or~~ stoves, ~~or and outside~~ barbecues shall be exempt from ~~subdivision (1) of subsection (b) of this Section.~~ Fireplace and barbecue Allowed fuel shall be limited to dry wood, coal, dry paper or smokeless fuel.

~~(3) Any exemption contained in this subsection shall constitute an affirmative defense to any alleged violation of subsection (b) of this Section.~~

Commented [Staff12]: This subsection could be construed as an offering of legal advice and has been deleted.

(cd) Permit from Fire Chief.

- (1) A permit ~~must~~may be issued by the Fire Chief or designee~~City~~ for the purpose of agricultural burning. This burning shall consist of and be limited to the burning of active irrigation or drainage ditches and fence rows. This is further limited to the burning of weeds and grass within the confines of the ditch (ditch bottom, inside walls

Commented [Staff13]: The Article variously references "City," "Fire Department," "Fire Chief," "administrative authority," etcetera. For consistency, all have been changed to "Fire Chief" or "Fire Chief or designee" where appropriate.

STAFF ANALYSIS

and ditch bank). Fence row burning shall be limited to an area no wider than three (3) feet from either side of the fence.

- (2) A permit ~~must~~may be issued for the flaring of waste gas derived from the operation of any municipally owned and operated sewer treatment facility.
- (3) A permit ~~must~~may be issued for the flaring of natural gas when such burning is necessary to test the quality and volume of the production at the well site. During the course of testing, burning conducted pursuant to this permit may also be utilized to clean up the well by removal from the well bore and the productive formation of water, drilling fluids and materials used in connection with the completion or recompletion of the well or any stimulation thereof. Such a permit shall be issued under the following conditions and shall be revoked when any of these conditions do not exist:
 - a. All natural gas must be flared into a pit;
 - b. The entire flame resulting from the operation must be below ground level, including berms. If the administrative authority determines that the resulting flame is not below ground level, including berms, it shall notify the operator or producer immediately in writing. Within forty-eight (48) hours from such notice, the flame must be brought into compliance with the provisions of this Section;
 - c. All flaring must be conducted for well test purposes as noted above;
 - d. Any permit issued for natural gas flaring shall run for a period of sixty (60) days from the date of issuance. Such permit shall be issued at the time that the necessary permits issued pursuant to the Fire Code ([Chapter 16.36](#)) are granted to the operator or producer. If no flaring is conducted within the sixty-day period from the date of issuance, such permit may be renewed on a one-time basis for a period of sixty (60) days. Actual flaring shall be limited to ten (10) days within the sixty-day period of the permit upon giving written notice thereof to the Fire Chief.
- (4) A permit ~~must~~may be issued for instructional, recreational, and ceremonial fires or for the burning of weeds, grass, gardens, or leaves.
 - a. Applicants for burning permits must be in legal control of the lot or parcel of land on which the burning is to be done.
 - b. No person shall kindle or maintain any fire or authorize any such fire to be kindled or maintained on any private land unless the location is more than fifty (50) feet from any structure and adequate provision is made to prevent fire from spreading to within fifty (50) feet of any structure. Weeds that are to be burned are to be cut and gathered together in small piles no larger than five (5) feet in diameter and separated at least fifteen (15) feet from other piles of weeds.
 - c. All fires shall be constantly attended by a competent person until such fire is extinguished. This person shall have a garden hose connected to the water supply or other fire-extinguishing equipment readily available for use. The fire-extinguishing equipment shall be furnished by the applicants of the burning permit and shall be of adequate size and quantity to control the fire, as determined by the Fire ~~Chief~~Department. If adequate equipment to control the fire cannot be obtained by the applicant, the Fire Department will be notified to stand by until the fire has

STAFF ANALYSIS

been extinguished, and a charge of one hundred dollars (\$100.00) per hour will be charged for this service. The minimum charge will be one hundred dollars (\$100.00).

- d. Burning shall not occur, under permit or otherwise, which shall cause or create a dense smoke or odor to the extent it will be offensive to neighboring property owners.
 - e. No person shall kindle a fire upon the land of another without permission of the owner thereof or his or her agent.
 - f. All burning shall take place during hours approved by the Fire Chief. These hours shall be from one (1) hour after sunrise to 4:30 p.m., Monday thru Saturday only, unless specified otherwise in the burning permit.
- (5) Prior to the issuance of any permit, the requesting party shall provide satisfactory proof that the proposed burning will comply with all county environmental regulations and City fire codes.
- (6) All burning permits shall be subject to a fee to help defray administrative expenses.
- (7) During burning all ~~Uniform~~ Fire Code requirements must be complied with.
- (e) ~~Fire Chief~~Administrative authority.
- (1) The Fire ~~Chief~~Authority shall be ~~the administrative authority~~ responsible for the issuance of any burning permit ~~described in as outlined under~~ this Section. ~~A permit~~ Such Authority may ~~be revoked any permit pursuant to the provisions of this Section~~ if the burning is deemed a nuisance or a hazard. In reference to the flaring of oil and gas wells, such revocation may occur only after notice to correct has been submitted to the offending operator or producer. Such operator or producer shall have forty-eight (48) hours within which to correct the defect. If such defect has not been corrected, the Authority may proceed to revocation. The provisions regarding notice and the time period for correction shall not apply to any hazard which is deemed a threat to the ~~public~~ health or safety ~~of citizens of the community~~.
 - (2) The Fire ~~Chief~~Authority may prohibit any or all burning when atmospheric conditions or local circumstances make such fire hazardous.

~~(Ord. 26, 2011 §1; Ord. 25, 1999 §1(part); Ord. 10, 1983 §2; Ord. 51, 1982 §2; Ord. 29, 1981 §3; prior code §13-124)~~

9.16.030 - Stagnant ~~or unpure~~ water.

It is unlawful for any person, firm or corporation to maintain any building, structure, or premises that contains stagnant ~~or unpure~~ water or water ponds that serve as the breeding place for mosquitoes, insects, or rodents.

~~(Prior code §13-125)~~

9.16.040 - Decaying vegetation prohibited.

Commented [Staff14]: "Unpure water" is a vague term.

STAFF ANALYSIS

- (a) It is unlawful for any owner or occupant of any lot, structure, or building to cause or permit decaying vegetable matter to be present on or in such lot, structure or building. Nothing in this ~~Section or in other Sections of this Article~~ shall prevent any owner or occupant from maintaining a compost pile in conformity with rules promulgated by the administrative authority.
- (b) The administrative authority is directed to promulgate rules, which may be changed from time to time, establishing restrictions and directives regarding material in compost piles and methods for the proper care and maintenance of them. Such rules shall be designed to prevent offensive odors and any condition hazardous to public health or safety.

~~(c) The administrative authority shall issue a notice of violation to any owner or occupant responsible for maintaining or permitting the maintenance of a compost pile not in conformity with this Code. The failure to comply with this Section is a code infraction subject to the sanctions set forth in Chapter 1.33 of this Code.~~

(Ord. 46, 2006 §1; Ord. 43, 1994 §2; prior code §13-126)

9.16.075 - Plant Management Advisory Commission Established.

In accordance with ~~Chapter~~Section 9.52.023(e) of this Code and in addition to the powers and duties set forth therein, the City's Air Quality and Natural Resources Commission ("Commission") shall serve as the City's Plant Management Advisory Commission ~~as contemplated by Section 35-5.5-101, et seq., C.R.S.~~

(Ord. 70, 2002 §1; Ord. 25, 1999 §1(part); Ord. 43, 1994 §2)

9.16.077 - Powers and duties.

The ~~Air Quality and Natural Resources~~ Commission shall have the following powers and duties related to plant management:

- (a~~1~~) The Commission shall develop and recommend a plan for the integrated management of designated troublesome, injurious, or otherwise undesirable plants ("Noxious Weed Management Plan") within the City, including recommended management criteria. The management plan shall be reviewed at regular intervals but not less often than once every three (3) years by the Commission. The management plan and any amendments made thereto shall be transmitted to City Council for approval, modification, or rejection.
- (b~~2~~) The Commission shall designate undesirable plants which are recommended to be subject to integrated management as specified according to this Section~~Subsection (1) above~~ to be included in the Noxious Weed Management Plan.
- (c~~3~~) The Commission shall recommend to City Council that identified land owners be required to submit an integrated management plan to control designated undesirable plants upon such owner~~person~~'s property.

Commented [Staff15]: The violations penalty provision for entire Chapter is located in 9.16.210, so this has been deleted.

Commented [Staff16]: Again, broad cross-references are used in the event numbering changes with recodification project.

Commented [Staff17]: This erroneous statutory citation is unnecessary and therefore deleted.

Commented [Staff18]: These adjectives are added to provide an explanation of what might be considered "undesireable" plants.

STAFF ANALYSIS

(d4) The Commission shall have jurisdiction over requests for the granting of variances with respect to the management plan and management criteria created in accordance with the directives of this Section.

(e5) The Commission shall perform other such duties as may be prescribed by City Council.

(Ord. 25, 1999 §1(part); Ord. 43, 1994 §2)

9.16.080 - Control of weeds.

(a) Definitions. For the purpose of each and every provision of this Chapter, the following definitions shall apply:

~~Administrative authority means the Community Development Director or designee.~~

~~Administrative official means the Community Development Department through its Natural Resources Division or designee, which shall be responsible for enforcing compliance with this Title.~~

~~Containment means maintaining an intensively managed buffer zone that separates infested regions, where suppression activities prevail, from largely uninfested regions, where eradication activities prevail.~~

~~Eradication means reducing the reproductive success of a noxious weed species or specified noxious weed population in largely uninfested regions to zero and permanently eliminating the species or population within a specified period of time; once all specified weed populations are eliminated or prevented from reproducing, intensive efforts are to continue until the existing seed bank is exhausted.~~

~~Noxious weed means those plants as designated in the Noxious Weed Management Plan. The Noxious Weed Management Plan is kept on file in the Community Development Department and the City Clerk's office. The Noxious Weed Management Plan may be updated to include additional noxious weeds after a public hearing and with thirty (30) days' prior notice to the public.~~

~~Restoration means the removal of noxious weed species and reestablishment of desirable plant communities on lands of significant environmental or agricultural value in order to help restore or maintain said value.~~

~~Suppression means reducing the vigor of noxious weed populations within an infested region, decreasing the propensity of noxious weed species to spread to surrounding lands, and mitigating the negative effects of noxious weed populations on infested lands. Suppression efforts may employ a wide variety of integrated management techniques.~~

Weed means a troublesome or injurious plant. *Weed* does not include vegetation commonly recognized, cultivated and maintained as ornamental, herbal, agricultural or xeriscape.

(b) Prohibited.

(1) No owner, tenant or agent of any lot, block, or parcel of ground within the City shall allow or permit weeds to grow, or remain when grown, on such lot, block, or parcel of

Commented [Staff19]: These two definitions have been moved to a more logical place (9.04.050).

Commented [Staff20]: While the term "noxious weed" is used in this Chapter, it is clear by context that it is a "designated undesirable plant[s]" per 9.16.077(1) as determined by the Commission, and does not need to be further defined.

Commented [Staff21]: "Containment," "eradication," "restoration," and "suppression" are not used in this Chapter or Article, so do not need to be defined.

STAFF ANALYSIS

ground, including vacant or unimproved property, or on or along a sidewalk or street adjoining the same or in the alley behind the same.

- (2) Weeds which are in a reproductive (flowering or at seed) stage or when such stage is imminent must be appropriately controlled to eliminate further infestation of the property. Weeds on vacant lots, blocks or parcels which are over twelve (12) inches in height shall be kept cut near the ground. Weeds on developed lots, blocks, or parcels must be replaced with appropriate landscape or other lawful property improvement as per Chapter 18.44 of this ~~Greene Development~~ Code.
- (3) It shall be unlawful to intentionally introduce, cultivate, sell, offer for sale or knowingly allow to grow any noxious weed designated pursuant to [the Noxious Weed Management Plan](#) ~~this Chapter~~ or any state ~~regulation~~ [statute](#), except that this prohibition shall not apply to any exceptions provided under state law.
- (c) Inspection. The administrative official shall have the authority to perform inspections for the presence of weeds during normal business hours or other reasonable times upon receipt of a complaint, from referral by another City department, or upon observation during the normal course of duties. The inspection may occur from any public right-of-way or neighboring property, or the administrative official may enter onto the premises as per Section 9.04.070.
- (d) Issuance of notice of violation. If the administrative authority determines that a violation exists, a notice of violation ~~for a code infraction~~ may be issued to the owner, tenant, or agent of the lot, block, or parcel, and the notice of violation may be issued without prior notice. If the administrative authority cannot serve the notice of violation directly to the owner, tenant, or agent (such as when the violator is not physically present in the City), the notice of violation shall be served in the manner set forth in Chapter 2.09 of this Code. If, within three hundred sixty-five (365) calendar days of a prior notice of violation, the administrative authority performs a second or further inspection (other than an inspection showing compliance) for the same property and finds a second or further violation of the same type, the owner, tenant, or agent may immediately receive a new notice of violation ~~for a code infraction~~.
- (e) ~~The following are not considered to have noxious weed growth. Variances. Weed variances may be granted under the following circumstances or conditions:~~
 - (1) ~~A~~ ~~An owner of a~~ tract of land that has been certified as a “Backyard Wildlife Habitat” may have a brush pile not to exceed eight (8) feet by eight (8) feet wide by three (3) feet in height and as further described in the certification document, if it is permitted by the terms of the Backyard Wildlife Habitat Certification. *Backyard Wildlife Habitat Certification* means certification by the ~~Air Quality and Natural Resources~~ Commission or other City entity as may be designated by the City Manager in accordance with applicable policies and guidelines, recognizing a yard as having the necessary components to sustain the desired wildlife species. Guidelines for the Backyard Wildlife Habitat Certification program may be obtained from the Community Development or Forestry Division offices.
 - (2) ~~A~~ ~~An owner of a~~ tract of land that has been certified as a natural area is permitted to have grasses growing in excess of twelve (12) inches high. ~~This variance will be~~

STAFF ANALYSIS

limited to the grass species and areas of the site identified within the certification document. *Natural Area Certification* means certification by the ~~Air Quality and Natural Resources~~ Commission or other City entity as may be designated by the City Manager in accordance with applicable and recognized policies and guidelines, designating a site of at least one-quarter (¼) acre in size as having the necessary components to be classified as a natural area. Guidelines for the Natural Area Certification program may be obtained from the Community Development or Forestry Division offices.

(3) Plants grown for the purpose of personal consumption.

~~(4) A variance shall not be available with regard to noxious weeds.~~

(f) ~~Certification~~Variance procedures. A landowner or occupant may seek the certifications described in this Section ~~a variance from requirements of Subsection (b) above~~ in the following manner:

(1) A ~~variance~~ request shall be submitted on a form supplied by the administrative authority. The request shall contain the name and address of the applicant landowner, a correct legal description of the land involved, a site plan depicting the ~~certification~~variance requested, the reasons supporting the request, and a description of the land and existing improvements thereon in sufficient detail to enable the ~~administrative reviewing~~ authority to predict with reasonable accuracy the impact which the proposed ~~certification~~variance would have on adjacent and nearby properties and on the City as a whole. The request shall be signed by all owners of the property involved or, if the property is subject to a contract for sale and purchase, by all contract purchasers. If a notification has been provided to a landowner regarding presence of noxious weeds, a ~~certification~~variance request shall be considered by the Commission only if presented by the landowner to the City, through the administrative official, within five (5) calendar days from the date of the notification.

(2) The request will be forwarded for technical review by the City's Administrative Review Team which shall provide written comment to the ~~Air Quality and Natural Resources~~ Commission.

(3) The request ~~for variance~~ shall be considered by the Commission at the earliest possible opportunity but no later than within thirty (30) days of the request.

a. The Commission shall certify the subject property or deny ~~certification~~the variance and shall state its findings and conclusions in writing, providing copies of the findings and conclusions to the administrative official and to the subject landowner.

b. If ~~certification~~the variance is denied, the landowner must come into compliance with all applicable regulations within five (5) days from the date of the ~~Air Quality and Natural Resource~~ Commission's findings.

(g) Noxious weeds prohibited. ~~Plants~~The weeds designated in the Noxious Weed Management Plan are hereby declared ~~noxious and, as such, are declared~~ a threat to the economic and environmental value of the land within the City, and it is hereby decreed that no owner, tenant, or agent shall allow any such plant growth to occur on any lot, block, or parcel of ground, including those areas adjoining public rights-of-way. Control and management of noxious weeds shall be done in compliance with the Noxious Weed Management Plan.

Commented [Staff22]: "Variance" has been changed to "certification" for clarity.

STAFF ANALYSIS

(h) Noxious weeds notice. The ~~administrative official or designee~~City shall have authority with regard to private lands within the ~~Citymunicipality, acting directly or indirectly through its agents or staff,~~ to inspect per Subsection (c) and to notify the landowner or occupant of such lands, advising said landowner or occupant of the presence of noxious weeds. Said notice shall name the noxious weeds, advise the landowner or occupant to manage the noxious weeds and specify the best available control methods of integrated management. Where possible, the City shall consult with the affected landowner or occupant in the development of a plan for the management of noxious weeds on the premises or lands.

- (1) Within five (5) days after service of notification, the landowner or occupant shall:
 - a. Comply with the terms of the notification; or
 - b. Acknowledge the terms of the notification and submit in writing a management plan which includes a schedule for the completion of the plan for compliance. Said plan shall be reviewed by the administrative authority within five (5) business days of receipt. If the plan is rejected by the administrative authority, the landowner may request an arbitration panel be convened to determine the final management plan.
 1. The arbitration panel selected by the City shall be comprised of a weed management specialist or weed scientist, a landowner of similar land within the City and a third panel member chosen by agreement of the first two (2) panel members. The landowner or occupant shall be entitled to challenge any one (1) member of the panel, and the City shall name a new panel member from the same category. Said panel shall convene at the earliest possible opportunity to consider the case and develop a management plan for the subject property. The decision of the arbitration panel shall be final.
 2. The City may assess the landowner costs for any actual expenses incurred for the conduct of the hearing.

~~(Ord. 42, 2011 §1; Ord. 26, 2011 §1; Ord. 46, 2006 §1; Ord. 17, 2005 §1; Ord. 24, 2004 §1; Ord. 70, 2002 §1; Ord. 25, 1999 §2(part); Ord. 43, 1994 §2; Ord. 19, 1988 §1(part); Ord. 66, 1986 §1; Ord. 35, 1982 §2; prior code §13-130)~~

9.16.110 - Failure to pay a lien.

Failure to pay an assessment as provided for at Section 9.16.100 within ~~such period of~~ thirty (30) days ~~described therein~~ shall cause such assessment to become a lien against such lot, block, or parcel of land and shall have priority over all liens, except general taxes and prior special assessments, and the same may be certified at any time after such failure to ~~so pay the same within thirty (30) days,~~ by the Director of Finance to the County Treasurer to be placed upon the tax list for the current year, to be collected in the same manner as other taxes are collected, with a ten-percent penalty to defray the cost of collection, as provided by state law.

~~(Ord. 24, 2004 §1; Ord. 19, 1988 §1(part); prior code §13-132(part))~~

9.16.111 - Fugitive dust; abatement.

STAFF ANALYSIS

- (a) Definition. For the purpose of each and every provision of this Chapter, the following definition shall apply: *Fugitive dust* means dirt which becomes airborne and relocates on a property other than on the one from which it originated.
- (b) All new development projects must file and comply with an erosion control plan as prescribed in Chapter 9.18, Grading and Soil Erosion Control, of this Code.
- (c) Violation. No owner, tenant or agent of any lot, block, or parcel of ground in the City shall permit dust or dirt from their property to blow upon another property or right-of-way.
- (d) Notice ~~and~~ abatement. After notice as described further in Section 9.16.200 to the owner, tenant, or agent of the subject property, a twenty-four-hour time period shall be given to resolve the fugitive dust complaint pursuant to Subsection (b) above. If after expiration of twenty-four (24) hours the property is not in compliance, the administrative authority or ~~designated code enforcement inspector~~ may have ~~an employee of the City, or a private individual or firm under contract, perform~~ the necessary measures ~~performed~~ to control the fugitive dust. If, however, the administrative authority deems the property to be an immediate traffic, health, or safety hazard, ~~it the authority~~ may authorize that immediate action be taken.

(Ord. 25, 1999 §2(part); Ord. 19, 1988 §1(part))

~~9.16.113 - Failure to pay a lien.~~

~~Failure to pay an assessment as provided for at Section 9.16.112 within such period of thirty (30) days described therein shall cause such assessment to become a lien against such lot, block or parcel of land and shall have priority over all liens, except general taxes and prior special assessments, and the same may be certified at any time after such failure to so pay the same within thirty (30) days, by the Director of Finance to the County Treasurer, to be placed upon The tax list for the current year, to be collected in the same manner as other taxes are collected, with a ten percent penalty to defray the cost of collection, as provided by the laws of the State.~~

Commented [Staff23]: Redundant (see 9.16.110).

~~(Ord. 19, 1988 §1(part))~~

9.16.120 - Refuse ~~disposal responsibilities~~ accumulations; duty of owner.

It is the duty of every person, whether owner, agent, ~~or~~ tenant, lessee, or occupant of any building, premises, or vacant lot, including but not limited to any place of business, hotel, restaurant, residence, or any other establishment, at all times, to maintain the premises in a clean and orderly condition, permitting no deposit or accumulation of refuse other than ~~that those~~ ordinarily attendant upon the use for which such premises are legally intended.

~~(a) Refuse must be disposed of a minimum of once a week by a duly-authorized refuse hauler using containers sufficient in size to contain all refuse generated by the property. The administrative authority may require more frequent disposal to protect the public health or safety.~~

Commented [Staff24]: Added pursuant to City Council direction.

~~(1) Nothing in this Section shall prohibit the p~~Placement of trash, garbage or refuse containers for pick-up on a public rights-of-way, street, sidewalk, or alley is allowed for one (1) twenty-four-hour period within a seven-day period. ~~Prohibited items include but are not limited~~

STAFF ANALYSIS

to any such material commonly considered ~~refuse~~ and placed so as to be visible at ground level from a public right of way, street, alley or adjacent property or which may provide harborage for rats, mice or other vermin. All

(2) ~~Refuse and debris~~ remaining as a result of the demolition or repair of any buildings or the erection and completion of any buildings shall be removed following substantial completion of the work. ~~Any such accumulation shall constitute a code infraction and a violation of this Environmental Sanitation Code.~~

(b) ~~Refuse that is explosive or flammable, which might endanger the public health or safety,~~ shall be removed to such places as approved by the administrative authority.

(c) ~~Refuse shall not thrown, swept, or placed in any public rights-of way, street, sidewalk, alley, gutter, sewer, stormwater intake, vacant lot, or other property.~~

(Ord. 46, 2006 §1; Ord. 56, 1994 §1; Ord. 43, 1994 §2; Ord. 19, 1988 §1(part); prior code §13-133(part))

~~9.16.123 – Failure to pay assessment for City abatement.~~

~~Failure to pay an assessment as provided for at Section 9.16.122 within such period of thirty (30) days described therein shall cause such assessment to become a lien against such lot, block or parcel of land and shall have priority over all liens, except general taxes and prior special assessments, and the same may be certified at any time after such failure to so pay the same within thirty (30) days, by the Director of Finance to the County Treasurer, to be placed upon the tax list for the current year, to be collected in the same manner as other taxes are collected, with a ten percent penalty to defray the cost of collection, as provided by the laws of the State.~~

(Ord. 19, 1988 §1(part))

9.16.130 - Owners; ultimate responsibility for violations.

Every owner remains liable for ~~Code violations of responsibilities imposed upon him or her by this Environmental Sanitation Code~~ even though an obligation is also imposed on the occupants ~~or tenant~~ of his or her building or premises and even though the owner has by agreement imposed on the occupant the duty of furnishing required equipment or of complying with this Environmental Sanitation Code.

(Prior code §13-133(part))

9.16.140 - Sanitary facilities responsibility.

Every owner shall, ~~where required by this Environmental Sanitation Code,~~ furnish and maintain such approved sanitary facilities as required for the prevention of insect and rodent infestation and the infestation of noxious weeds and other vegetation or the pollution of air or water.

(Ord. 25, 1999 §2(part); prior code §13-133(part))

Commented [Staff25]: The violations penalty provision for entire Chapter is located in 9.16.210, so this has been deleted.

Commented [Staff26]: Redundant (see 9.16.110).

STAFF ANALYSIS

~~9.16.150 — Occupants; sanitation and disposal responsibilities.~~

~~Every occupant shall be responsible for keeping his or her dwelling, structure or premises which he or she occupies and controls in a clean, safe and sanitary condition and shall dispose of all his or her rubbish, refuse, garbage, animal feces and other organic waste, including growth from weeds, vegetation and trees, a minimum of once a week as required by this Environmental Sanitation Code.~~

~~(Ord. 31, 2000 §1; prior code §13-133(part))~~

~~9.16.160 — Businesses; removal of refuse required; explosive or inflammable materials disposal.~~

~~Discarded automobile parts, refuse of all kinds, wool, hides, junkyard refuse and packinghouse or slaughterhouse refuse shall be removed periodically from such respective establishments by the proprietor so that the premises are clean and orderly at all times. Silt and similar deposits from automobile wash racks shall be removed to the City or county disposal site by the establishment creating such deposit. Any accumulation of refuse that is highly explosive or inflammable, which might endanger life or property, shall be removed to such places as approved by the administrative authority; such removal to be handled by the establishments therefor.~~

~~(Prior code §13-135)~~

~~9.16.170 — Placing refuse on premises prohibited; unhealthful or nuisance materials.~~

~~It is unlawful to deposit or place any refuse in such a manner that the same is or tends to become a nuisance or in such manner that the same endangers or tends to endanger the public health. No person shall, in any manner, throw, place, scatter, deposit or bury any refuse in or upon any public street, alley or other public place, or upon his or her own premises or the premises of another.~~

~~(Prior code §13-137)~~

~~9.16.180 — Throwing or sweeping refuse.~~

~~It is unlawful for refuse of any kind or nature whatsoever to be thrown or swept into any street, sidewalk, gutter, sewer, intake, alley, vacant lot or other property.~~

~~(Prior code §13-138)~~

9.16.190 - Interference with refuse containers and contents.

No person not an owner, occupant, lessee, or tenant of the residence or dwelling shall molest, remove, handle or otherwise disturb any refuse containers, bags, brackets, or contents for servicing by the collectors; provided that this Section does not apply to the owner, occupant, lessee or tenant of the residence or dwelling so placing the containers and contents.

Commented [Staff27]: These deleted subsections have been consolidated into 9.04.030 and 9.16.120.

STAFF ANALYSIS

~~(Prior code §13-139)~~

9.16.210 - ~~Penalties~~Sanctions.

- (a) Any violation of this Chapter ~~is subject to the penalty provisions of~~shall be a code infraction and sanctions shall be as set forth in Chapter 1.33 of this Code.
- (b) For purposes of assessing ~~penalties~~sanctions for repeated offenses pursuant to this Section, *violation* includes each violation at any property or for an owner, agent, or tenant regardless of property location within the City; and, *violation* is limited to a violation of the same ~~Municipal Code section. Each repeat violation must be set forth on a notice of violation form and served as set forth in Subsection 2.09.120(d) of this Code.~~

~~(Ord. 26, 2011 §1; Ord. 46, 2006 §1; Ord. 18, 2005 §§1, 2; Ord. 27, 2002 §1; Ord. 30, 1990 §1(part))~~

Council Agenda Summary

June 4, 2019

Agenda Item Number 21

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

Title:

Introduction and first reading of an ordinance of the Greeley Municipal Code amending Chapter 9.18; amending Chapter 14.15; and amending Chapter 14.16 all related to the City of Greeley's Municipal Separate Storm Sewer System

Summary:

The City of Greeley holds a Municipal Separate Storm Sewer System (MS4) permit mandated by the Environmental Protection Agency (EPA) and Colorado Department of Public Health and Safety (CDPHE). The MS4 permit is a general permit under the National Pollution Discharge Elimination System (NPDES) that authorizes the City of Greeley to discharge uncontaminated stormwater from their storm sewer system to Waters of the State and Waters of the United States.

With every permit term since the inception of the MS4 program, requirements of the permittee (the City of Greeley) have become progressively more stringent. Each permit term is effective for 5 years, after that timeframe the permit is either administratively continued or rewritten. When the permit is rewritten, new requirements are introduced that permittees must implement within an established timeframe. The current permit term requires modifications to chapters 9.18, 14.15, and 14.16 of Greeley's municipal code. Generally speaking, these updates include:

- More robust regulatory mechanisms for Stormwater's Construction, Post-Construction, and Illicit Discharge programs
- The establishment of water quality standards for permanent best management practices within new or redevelopment sites
- The establishment of allowable regulatory exemptions for multiple areas within the MS4 permit

Since these chapters have not been updated since 2012 and much of the language has remained the same since 2001, additional changes within these chapters were proposed. These proposed changes look to update language to reflect current workflow, incorporate references to match current industry standards, eliminate unnecessary or out of date sections and terminology, and rephrase sections that were unclear or ambiguous.

The Stormwater Quality staff, alongside the City Attorney's Office, have thoroughly reviewed every line of code within these three chapters and proposed revisions that are written to account for the updated permit requirements and future process changes. Also, these proposed changes were made with future permit terms in mind and should allow enough latitude to encompass minor permit update requirements in

the future.

The Stormwater Quality staff respectfully requests that City Council review, and adopt, the proposed changes for these three chapters in order to remain compliant with the City's MS4 permit.

Fiscal Impact:

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

Legal Issues:

Consideration of this matter is a legislative process.

Other Issues and Considerations:

None.

Applicable Council Priority and Goal:

Infrastructure & Growth: Environmental Infrastructure

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 final reading for July 2, 2019.

Attachments:

Ordinance
Chapter 9.18 - Redlines
Chapter 14.15 - Redlines
Chapter 14.16 – Redlines
Chapter 9.18 – Proposed
Chapter 14.15 – Proposed
Chapter 14.16 – Proposed
Summary of Changes

CITY OF GREELEY, COLORADO

ORDINANCE NO. _____, 2019

AN ORDINANCE OF THE GREELEY MUNICIPAL CODE AMENDING CHAPTER 9.18; AMENDING CHAPTER 14.15; AND AMENDING CHAPTER 14.16 ALL RELATED TO THE CITY OF GREELEY'S MUNICIPAL SEPARATE STORM SEWER SYSTEM

WHEREAS, the City of Greeley ("City") is a Municipal Separate Storm Sewer System ("MS4") Phase II general permit holder, as required by the Colorado Department of Public Health and Environment and the Environmental Protection Agency; and

WHEREAS, the City is occasionally required by the MS4 permit to update regulatory mechanisms in order to better protect and enhance the quality of stormwater that is discharged from the City's MS4 to Waters of the State and Waters of the United States; and

WHEREAS, the recommended amendments to the Greeley Municipal Code would ensure compliance with MS4 permit requirements; and

WHEREAS, after review of these Chapters, the Stormwater Department revised dated sections throughout to more closely match current processes and procedures.

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

Section 1. Chapter 9.18 of the Greeley Municipal Code shall be amended as shown on Exhibit A attached hereto and incorporated herein by this reference.

Section 2. Chapter 14.15 of the Greeley Municipal Code shall be amended as shown on Exhibit B attached hereto and incorporated herein by this reference.

Section 3. Chapter 14.16 of the Greeley Municipal Code shall be amended as shown on Exhibit C attached hereto and incorporated herein by this reference.

PASSED AND ADOPTED, SIGNED AND APPROVED THIS _____ DAY OF _____, 2019.

ATTEST:

CITY OF GREELEY, COLORADO

City Clerk

Mayor

Chapter 9.18 of the Greeley Municipal Code is amended as follows (additions indicated by underline; deletions indicated by strikethrough):

CHAPTER 9.18 - GRADING AND SOIL EROSION CONTROL

9.18.010 - Legislative findings.

The City Council hereby finds that excessive quantities of soil are eroding from certain areas that are undergoing development for nonagricultural uses such as housing and commercial developments, industrial areas, recreational facilities, and roads. This erosion makes necessary costly repairs to gullies, washed out fills, roads, and embankments. The resulting sediment clogs streets, storm sewers, and road ditches, and leaves deposits of silt in streams, lakes, and reservoirs and is considered a significant water pollutant.

~~(Ord. 37, 2012 §1; Ord. 15, 1996 §1)~~

9.18.020 - Purpose.

- (a) The purpose of this Chapter is to prevent soil erosion and sedimentation from leaving ~~areas~~sites areas that occur from nonagricultural development and construction ~~activities~~ within the City, by requiring proper provisions for water disposal and the protection of soil surfaces during and after construction, in order to promote the safety, public health, convenience, and general welfare of the community.
- (b) Any person who undertakes, develops, or is responsible for an undertaking ~~which involves earth disturbance i) equal to or greater than one (1) acre, or ii) less than one (1) acre that is part of a larger common plan of development or sale, is ultimately that involves land—disturbing activity described~~described in section Subsection 9.16.060(a) of this Title is responsible to see that soil erosion and sedimentation, as well as resulting changed water flow characteristics ~~resulting therefrom~~, are controlled to avoid damage to property and ~~to avoid~~ pollution of receiving waters. Nothing in this Chapter shall be taken or construed as lessening or modifying the ultimate responsibility of such persons. The ~~permit~~ requirements of this Chapter do not imply the assumption of any liability therefor—responsibility on the part of the City. The standards, criteria and requirements of this Chapter are to be seen as minimum standards which are not necessarily adequate to meet the highly variable conditions which must be covered by effective control measures. Compliance with the requirements of this Chapter may not, therefore, of itself discharge ~~such a~~ person's responsibility to provide effective control measures.

~~(Ord. 37, 2012 §1; Ord. 15, 1996 §1)~~

9.18.030 - Definitions.

Unless the context specifically indicates otherwise, the following terms and phrases, as used in this Chapter, shall have the following meanings:

~~Best Management Practices (BMPs) means schedules of activities, prohibitions of practices, maintenance procedures and other management practices to prevent or reduce the pollution of State Waters. Best Management Practices (BMPs) also include treatment requirements, operating procedures and practices to control construction site runoff.~~

~~City Inspector means the person authorized by the City Engineer, or the City Engineer's designee, to inspect a site for the purpose of determining compliance with the provisions of this Chapter.~~

~~Common Planplan of Developmentdevelopment or Salesale means contiguous (within one-quarter (1/4) mile of each other) multiple, separate, and distinct Construction Activitiesconstruction activities that may be taking place at different times on different schedules, but remain related because they share the same builder, contractor, equipment, or storage areas.~~

~~Construction activities means clearing, grading, excavation and other ground disturbance activities. Construction activities, installing or improving roads, creating staging areas, stockpiling fill materials, borrow areas, and compacting associated with stabilization of structures, but does not include routine maintenance performed by public agencies or their agents to maintain original line grade, hydraulic capacity, or the original purpose of a facility.~~

~~CSESCP (Construction Site Erosion and Sediment Control Plan) or CSESCP means a plan submitted to the City that addresses erosion, sediment and waste control, and water quality issues pertaining to the site. This plan shall contain containing such information as site description, location, and description of appropriate temporary and/or permanent BMPs, best management practices, as that term is defined in Chapter 14.15, maintenance procedures, and all other matters necessary or appropriate to comply with the provisions of this Chapter and the City of Greeley Storm Drainage Volume II Design Criteria and Construction Specifications Manual.~~

~~Final Stabilizationstabilization means the condition reached when all land-disturbing activities at a development site have been completed, and a uniform vegetative cover has been established with an individual plant density of at least seventy percent (70%) of pre-disturbance levels or equivalent permanent physical erosion reduction methods have been employed.~~

~~Developer Land-Disturbing Activity-disturbing activity means a person who undertakes land development activities.~~

~~Development means an activity that results in a ,excavation or fill, alteration, subdivision, change in land use or practice, undertaken by private or public entities, that may affect the discharge of stormwater runoff. Development does not include the maintenance of stormwater runoff facilities,the existing surface.~~

~~Disturbed area means that area of the land's surface disturbed by any work activity upon the property by means including but not limited to grading, excavating, stockpiling soil, fill or other materials; clearing; vegetation removal; removal or deposit of any rock, soil or other materials; or other activities which expose soil. Disturbed area does not include the tillage of land that is zoned Construction Activitiesconstruction activities, but does not include tilling agricultural land.~~

~~OwnerStormwater means any individual, partnership, limited liability company, corporation or other legal entity that has any legal title or equitable ownership interest in the real property.~~

~~Permanent BMPs means those permanent stormwater quality BMPs that are properly installed and regularly maintained in order to treat stormwater runoff, snow melt runoff, and surface runoff and drainage ensure long term water quality enhancements.~~

~~Person means anyone that has legal or contractual rights and obligations with the construction activities, including but not limited to the developer, land owner, contractor or homeowners.~~

~~SWMP (Stormwater Management Plan) means a document, approved at the site design phase, that outlines the measures means a plan for receiving, handling and transporting practices used to control stormwater within runoff at a site.~~

~~State Waters means "State Waters" as defined by the Colorado Water Quality Control Act (CWQCA), and includes "any and all surface and subsurface waters which are contained in or flow in or through this State, but [do] not include waters in sewage systems, waters in treatment works of disposal systems, waters in potable water distribution systems and all water withdrawn for use until use and treatment have been completed."~~

~~Stop work order means an order issued by the City which requires that all construction activity on a development, or part thereof, be stopped.~~

~~Stormwater discharge permit means a permit issued to a developer or other person that will be disturbing one (1) acre or more of soil or less than one (1) acre when part of a larger common plan of development, by the Colorado Department of Public Health and Environment, Water Quality Control Division, to discharge stormwater runoff from construction site activities.~~

~~Stormwater drainage system the City's stormwater drainage system, means any man-made improvement or conveyance intended for stormwater runoff from real property, including but not limited to open channels, streets, gutters, catch basins, underground pipes, ditches, swales, detention ponds, retention ponds and lakes.~~

(Ord. 37, 2012 §1)

9.18.040 - Compliance with Chapter required for site plan or plat approval.

No applicable site plan, plot plan, plat, or replat ~~shall~~ will be approved unless ~~said site plan, plot plan or plat shall include~~ it includes soil erosion and sediment control measures consistent with the requirements of this Chapter and related land development regulations.

~~(a1) Control measures must be implemented for the development area and associated Construction Activities construction activities for the time starting with initial Land Disturbing Activity land-disturbing activity until Final Stabilization final stabilization. Adequate control measures must be selected, designed, installed, implemented, and maintained to provide control of all potential discharges into the City's stormwater drainage system from Construction Activities construction activities.~~

~~(b2) (Ord. 37, 2012 §1; Ord. 15, 1996 §1) 9.18.050 Adoption by reference of erosion, sediment and waste control criteria.~~

~~There is hereby adopted by reference, as a part of this Chapter as if fully set forth herein, that certain code consisting of the published criteria of the City known as "Erosion and Sediment Control for~~

~~Construction Activities," as the same may be amended from time to time. The City Engineer site plan must locate and identify all structural and non-structuralnonstructural control measures for the applicable Construction Activitiesconstruction activities, including installation and implementation specifications for all structural controls or a reference to the document that does contain those specifications. The site plan must also include a narrative description of non-structuralnonstructural control measures.~~

9.18.050 - Adoption ~~by reference of~~ erosion, sediment and waste control criteria manuals by reference.

~~There is hereby adopted by reference, as a part of this Chapter as if fully set forth herein, that certain code consisting of the published criteria of the City known as "Erosion and Sediment Control for Construction Activities," as the same may be amended from time to time. The City Engineer, or the City Engineer's designee, As criteria for stormwater drainage design and Construction Activitiesconstruction activities, the most recent edition and revisions of the City's Storm Drainage Design Criteria and Construction Specifications Manual and the Urban Drainage and Flood Control District's Urban Storm Drainage Criteria Manual are both hereby adopted by reference as if fully set forth herein. The Director of Public Works shall apply the criteria contained in that code, with this Code taking first priority, these manuals in the administration of this Chapter, with the Storm Drainage Design Criteria and Construction Specifications Manual taking first priority.~~

~~(Ord. 37, 2012 §1; Ord. 15, 1996 §1)~~

9.18.060 - City Permits ~~permits~~ and fees.

(a) Grading permit. A City grading permit is required for any development involving Land Disturbing Activityland-disturbing activity that is:

- ~~_____ (1-i) equal-Equal~~ to or greater than one (1) acre;
- ~~_____ (2-or ii) less-Less~~ than one (1) acre if the construction activities are part of a larger common plan of development or sale within the City; ~~or which falls under the jurisdiction of the State Department of Public Health and Environment, Water Quality Control Commission, including regulations for the State Discharge Permit System; or~~
- ~~—(3)- anAn~~ area of any size that, due to the nature of its topography or location, provides a potential for -negative impact on the City's stormwater facilities, streets, or receiving waters, and will have a detrimental effect upon the public welfare or upon the watershed.

~~The Director of Public Works or designee shall identify such development sites and provide written notice to the property owner and/or developer with instructions to obtain a grading permit and prepare a CSESCP and SWMP prior to beginning or continuing grading activities.~~

(b) ~~—~~ Permit requirement. ~~Except as-Unless~~ exempted by this Chapter, no person shall ~~do any grading, stripping, excavating or filling conduct Construction Activitiesconstruction activities~~ or undertake any ~~earth disturbance Land Disturbing Activityland-disturbing activity~~ within the City's jurisdiction, ~~unless-City, without a valid-City~~ grading permit ~~is issued by the City. Permit issuance. Issuance of a grading permit~~ by the City does not exempt parties from obtaining other applicable permits required by the City, State or the (in particular, a "Stormwater Discharges Associated with Construction Activities Permit from Colorado Department of Public Health and Environment: Water Quality Division") or federal government.

(c) ~~—~~ Permit application ~~contents~~. A separate application shall be-is required for each grading permit. Prior to grading permit issuance, a CSESCP and SWMP must be submitted to, and reviewed and approved by, the Director of Public Works-or designee., including a copy of the State general or individual permit for stormwater discharges, in accordance with the CSESCP and SWMP approved

~~by the Director of Public Works or designee. Stormwater Management Plan, including erosion and sediment control plan, pursuant to requirements of this Chapter.~~

~~(d) Stormwater Management Plan. The plans and specifications required for the permit shall include a Stormwater Management Plan (SWMP) prepared in accordance with the construction guidelines available from the State Department of Public Health and Environment. The SWMP shall include a CSESCP pursuant to the requirements and criteria enacted by this Chapter.~~

~~(ed) Fees. At the time of filing an application for a grading permit, a nonrefundable filing fee shall be paid to the Director of Finance. An additional nonrefundable fee will be charged for plan review and site inspections. The fees authorized by this Section shall be determined by the City Manager in accordance with Section 1.05.010 of this Code. Every application for a permit must be accompanied by the appropriate fee as set in accordance with Section 1.05.010 of this Code. Fees for City permits are set out in the Storm Drainage Design Criteria and Construction Specifications Manual.~~

(Ord. 37, 2012 §1; Ord. 26, 2011 §1; Ord. 15, 1996 §1)

9.18.070 - Time.

~~The permittee~~A permit- holder shall comply with all of the provisions of this Chapter and all of the terms and conditions of the grading permit, and shall complete all of the work contemplated under the grading permit within the time limit specified in the grading permit, or within one ~~hundred eighty (180) days~~(1) year after the date of issuance of the grading permit, whichever is earlier. If the ~~permittee~~permit- holder is unable to complete the work within the specified time, at least ten (10) days prior to the expiration of the permit, a written request to the ~~City Engineer~~Director of Public Works or designee for an extension of time ~~shall~~must be submitted setting forth the reasons for the requested extension. In the event such an extension is warranted, the ~~City Engineer~~Director of Public Works or designee may grant additional time for the completion of the work up to one hundred eighty (180) days, but no such extension shall ~~constitute a~~ release ~~the owner~~ from any requirements of this Chapter.

~~(Ord. 37, 2012 §1; Ord. 15, 1996 §1)~~

9.18.080 - Failure to complete ~~the~~ work.

In the event the ~~permittee~~permit- holder fails to complete the work or fails to comply with all the requirements, conditions, and terms of ~~the~~a permit, the ~~City Engineer~~Director of Public Works or designee may order completion of such work as is necessary to eliminate any danger to persons or property, to leave the site in a safe condition, and ~~for~~for completion of all necessary ~~temporary or permanent~~ soil erosion control measures.

~~(Ord. 37, 2012 §1; Ord. 15, 1996 §1)~~

9.18.090 - Denial of permit.

Grading permits ~~shall~~will not be issued where:

- (1) ~~—~~ The proposed work would cause foreseeable hazards to the public safety and welfare;
- (2) ~~—~~ The work, ~~as proposed by the applicant, will~~ would cause damage to any public or private property, interfere with any existing drainage course ~~to the extent and cause~~ damage ~~may occur to any~~ adjacent property, result in the deposit of debris or sediment on any public way or into any waterway, or create an unreasonable hazard to persons or property;
- (3) ~~—~~ The ~~land~~ area for which grading is proposed is subject to geological hazard to the extent that no reasonable amount of corrective work will eliminate or sufficiently reduce earth settlement, slope instability, or any other ~~such~~ hazard to persons or property; or
- (4) ~~—~~ The ~~land~~ area ~~on~~for which ~~the~~ grading is proposed ~~lays~~lies within the designated floodplain of any stream or watercourse unless a hydrologic report, prepared by a

professional engineer, is submitted to certify that the proposed grading will have, ~~in his or her professional opinion,~~ no detrimental influence on the public welfare or upon the ~~total development of the~~ watershed and is consistent with ~~the~~ floodplain ordinances and Federal Emergency Management Agency regulations.

(Ord. 37, 2012 §1; Ord. 15, 1996 §1)

9.18.100 - Modifications of approved plans.

Major proposed modifications of an approved CSESCP must be submitted with all supporting materials to the ~~City Engineer~~ Director of Public Works or designee. No work in connection with major proposed modifications shall be permitted without prior approval of the ~~City Engineer~~ Director of Public Works or designee. ~~All changes in hydrology constitute Major proposed modifications~~ major proposed modifications ~~are defined as all changes in hydrology.~~ In addition, Field-field conditions may require ongoing modifications to site soil and erosion control plans. ~~Minor modifications to these plans are considered to be BMP substitutions that are equivalent in performance or more suitable to the specific site conditions. Approval of modifications may be issued when the applicant demonstrates that the modifications will provide soil erosion controls equivalent to or better than the originally approved CSESCP.~~

(Ord. 37, 2012 §1; Ord. 15, 1996 §1)

9.18.110 - Responsibility of ~~permittee~~ permit holder.

During ~~grading operations,~~ the permittee ~~Construction Activities~~ construction activities and until Final Stabilization ~~final stabilization,~~ the permit holder shall be responsible for:

- (~~1a~~1) — The prevention of damage to any public utilities or services within the ~~limits or grading area in which Land Disturbing Activity~~ land-disturbing activity is taking place and along any routes of travel of ~~the~~ equipment.
- (~~2b~~2) — The prevention of damage to adjacent property.
- (~~3c~~3) — Carrying out the proposed work in accordance with the approved plans and in compliance with all the requirements of ~~the permit~~ any permits and this Chapter.
- (~~4d~~4) — The prompt removal of all soil, debris, and materials deposited on public streets, highways, sidewalks, or other public thoroughfares or any other nonauthorized off-site location, including transit routes to and from the construction site, or ~~otherwise~~ elsewhere, where such deposits may constitute a public nuisance, trespass, or hazard.
- (~~5e~~5) — Implementing and maintaining control measures for ~~to control~~ sediment and erosion within ~~for the permitted area and associated Land Disturbing Activity~~ land-disturbing activity.

(Ord. 37, 2012 §1; Ord. 15, 1996 §1)

9.18.120 - General requirements.

The following requirements must be met for ~~earth disturbance~~ Land Disturbing Activity ~~land-disturbing activity~~ authorized pursuant to a grading permit:

- (~~1a~~1) — All temporary erosion control facilities and all permanent facilities intended to control erosion ~~of any earth disturbance operation~~ shall be installed before any ~~earth disturbance operations take~~ Land Disturbing Activity ~~land-disturbing activity takes~~ place, if practicable.
- (~~2b~~2) — Any ~~earth disturbances~~ Land Disturbing Activity ~~land-disturbing activity~~ shall be conducted in such a manner so as to effectively reduce accelerated soil erosion and resulting

sedimentation, and should not exceed the erosion expected to occur for the ~~site in its~~ totally area if undeveloped ~~state~~.

- (3e3)—~~_____~~ All persons engaged in ~~earth disturbancesLand Disturbing Activityland-~~ disturbing activity shall design, implement and maintain ~~acceptable~~ soil erosion and sedimentation control measures, in conformance with the erosion control technical standards adopted by the City contained in the Storm Drainage Design Criteria and Construction Specifications Manual and the Urban Drainage and Flood Control District's Urban Storm Drainage Criteria Manual.
- (4d4)—~~_____~~ All ~~earth disturbancesLand Disturbing Activity land-disturbing activity~~ shall be designed, ~~constructed~~ and completed in such a manner so that the ~~exposed area of any~~ disturbed change in existing land ~~shall be~~ surface is limited to ~~a~~ the minimum period of time.
- (5e5)—~~_____~~ Sediment caused by accelerated soil erosion shall be removed, to the maximum extent practicable, from runoff water before it leaves the ~~site~~ area of the ~~earth disturbanceLand Disturbing Activityland-disturbing activity~~.
- (6f6)—Any temporary or permanent facility designed and constructed for the conveyance of water around, through, or from the ~~earth disturbance area~~ area of Land Disturbing Activity land-disturbing activity shall be designed to limit the water flow to a nonerosive velocity.
- (7g7)—~~_____~~ Temporary soil erosion control ~~facilities~~ measures shall be removed and ~~earth disturbance~~ disturbed areas graded and stabilized with permanent soil erosion control measures pursuant to standards and specifications prescribed in accordance with the provisions of the SWMP ~~plan~~, applicable regulations, and the grading permit.
- (8h8)—~~_____~~ Permanent soil erosion control measures for all slopes, channels, ditches, or any disturbed ~~land~~ area shall be completed within fourteen (14) calendar days, depending on climate conditions, after final ~~regrading or the final earth disturbance~~ Stabilization has been completed. When it is not possible to permanently stabilize ~~a disturbed an~~ an area after ~~an earth disturbanceLand Disturbing Activityland-disturbing activity~~ has ~~been completed or where significant earth disturbance activity ceases~~ ceased, adequate temporary soil erosion control measures in compliance with the Storm Drainage Design Criteria and Construction Specifications Manual and the Urban Drainage and Flood Control District's Urban Storm Drainage Criteria Manual shall be implemented within fourteen (14) calendar days, depending on climate conditions. All temporary soil erosion control measures shall be maintained until permanent soil erosion measures are implemented.

(Ord. 37, 2012 §1; Ord. 15, 1996 §1)

9.18.130 - Maintenance requirements.

Persons carrying out soil erosion and sediment control measures required by this Chapter, and all subsequent owners of property upon which such measures have been taken, shall maintain all permanent erosion control measures such as retaining walls, structures, plantings, and other protective devices. Should the ~~applicant or subsequent property owners fail to adequately maintain the~~ permanent erosion control facilities fail to be maintained, the City reserves the right and authority to enter the affected property, provide needed maintenance, and ~~charge the owner~~ be reimbursed for the cost of work performed.

(Ord. 37, 2012 §1; Ord. 15, 1996 §1)

9.18.140 - Grading permit/soil and erosion control plan requirements.

All CSESCPs and specifications, including modifications of previously approved plans, shall include design standards for erosion, sediment and waste control in accordance with the City's Design Criteria Manual, Volume 2, as amended from time to time Storm Drainage Design Criteria and Construction Specifications Manual and the Urban Drainage and Flood Control District's Urban Storm Drainage Criteria Manual. Soil and erosion control plans are required on the following sites: for

~~(1) — Development having construction activity including clearing, grading and excavation activities that result in the disturbance of land equal to or greater than one (1) acre which are not part of a larger common plan of development described in section~~ Subsection 9.18.060(a) of this Chapter. .or sale.

(2) Development having construction activity including clearing, grading and excavation activities that result in the disturbance of land less than one (1) acre if part of a larger common plan of ~~development or sale.~~

~~(3) — Other sites not included in Paragraph (1) or (2) above but which, due to the nature of their topography or location, provide a potential for significant negative impact on the City's stormwater facilities, streets or receiving waters. The City Engineer~~ Director of Public Works or designee shall identify such sites and provide written notice to the property owner and/or developer with instructions to obtain a grading permit and prepare a CSESCP prior to beginning or continuing grading activities.

~~(Ord. 37, 2012 §1; Ord. 43, 2003 §1; Ord. 15, 1996 §1)~~

9.18.150 — ~~Variances and exceptions~~ Exemptions.

~~(a) —~~ No grading permits ~~shall~~ will be required for the following:

~~(1a1) —~~ _____ Agricultural use of land zoned ~~holding~~ agricultural.

~~(2b2) —~~ _____ Grading or excavations below finished grade for basements, footings, retaining walls, or other structures ~~on plots zoned RL — RH,~~ that result in land disturbance Disturbing Activity land-disturbing activity of less than one (1) acre in size and are not part of a larger Common common plan of development or sale, unless required pursuant to Paragraph by section Section 9.18.140 above. ~~(2).~~

~~(3e3) —~~ _____ A sidewalk or driveway, authorized by a valid permit, that is less than one (1) acre in size and not part of a Common Plan common plan of Development development or Salesale.

~~(4d4) —~~ _____ Gravel, sand, dirt, or topsoil removal as authorized approved by the state Mined Land Reclamation Board, provided that ~~said~~ approval includes an erosion plan that meets the ~~minimum~~ requirements specified by this Chapter.

~~(5e5) —~~ _____ Upon sites where the City Engineer Director of Public Works or designee certifies in writing that the planned work, and the final structures, or topographical changes will not result in or contribute to soil erosion or sedimentation; will do not interfere with any existing drainage course meet the conditions described in such a manner as to cause damage to any adjacent property; will not result in the deposit of debris sections Paragraph 9.16.060(a)(3) 9.18.060(a)(3) or 9.18.080(2) of this Chapter. sediment on any public way; will not present any hazard to any persons or property; and will have no detrimental effect upon the public welfare or upon the total development of the watershed.

~~(6f6) —~~ Even though ~~no~~ permits are not required under sections Paragraphs Paragraphs ~~(a)~~ (1) through (5) above, those operations and construction activities which are exempted from obtaining permits must comply with the rules and regulations concerning grading and

erosion specified in this Chapter, and shall provide appropriate controls to retain any eroded soil ~~erosion~~ on the construction site.

~~(b) — Where it is alleged that there is error or misinterpretation in any order, requirement, decision, grant or refusal made by the City Engineer, the Director of Public Works may hear appeals regarding the decisions of the City Engineer to determine if the decisions of the City Engineer were based on a misinterpretation of the requirements of this Chapter and referenced criteria. The decision of the Public Works Director shall be final.~~

~~(Ord. 37, 2012 §1; Ord. 43, 2003 §2; Ord. 15, 1996 §1)~~

9.18.160 - Inspection, control and stop work orders.

~~(a) —~~ The requirements of this Chapter shall be enforced by the Director of Public Works ~~or his or her designee~~. The Director of Public Works ~~or his or her designee~~ shall have the authority to inspect the work; and require the property owner and/or developer to obtain services for adequate on-site inspection, including compaction testing by an acceptable soil engineer, ~~unless he or she determines that such inspection requirements may be waived due to the nonhazardous nature of the grading if determined necessary.~~

~~(b) —~~ Upon satisfactory execution of all approved grading plans and other requirements, the Director of Public Works ~~or his or her designee~~ may issue a certification of completion. If the Director of Public Works ~~or his or her designee~~ finds any existing conditions not in conformance with any application, grading permit or approved plan, he or she may refuse to approve further work until a revised SWMP plan which conforms to the existing condition has been prepared and approved.

~~(c) —~~ If the Director of Public Works ~~or his or her designee~~ finds that eroded soils are leaving the construction site area where Construction Activities construction activities are occurring, the Director of Public Works ~~or his or her designee~~ may ~~direct by written order the~~ order the property owner, his or her agent or contractor and/or developer to install any and all erosion controls that are deemed necessary to prevent said soil erosion from migrating ~~off-off-site~~. ~~It shall be the duty of the permittee to immediately take all necessary steps to comply with such order and otherwise to take all necessary steps to prevent such soils migrating off premises or entering receiving waters. Delivery of such a written order by the Director of Public Works or his or her designee to the owner's agent or contractor shall be deemed to be notice thereof to and binding upon the owner.~~

~~(d) —~~ Stop work orders. When any construction activities are being performed in noncompliance with any provisions of this Chapter or any other applicable law, rule or regulation, the Director of Public Works ~~or his or her designee can may~~ order the work stopped by serving written notice describing the violation upon the person performing the ~~activity~~ Construction Activities construction activities describing the violation. The person should immediately stop work and not proceed with any work until written approval to proceed has been obtained from the ~~City~~ Director of Public Works or designee. If the person cannot be located, the notice may be posted in a conspicuous place upon the ~~construction site. The notice shall state site or of the specific provision, law, rule or regulation that constitutes the violation~~ Construction Activities construction activities. The notice shall not be removed until the violation has been cured or authorization to remove the notice has been issued by the ~~City Inspectors~~ Director of Public Works or designee.

~~(d) —~~ Developed property. ~~(e) — Individual lot controls.~~ Oversight of ~~individual construction lots sold to builders and/or homeowners who allow~~ developed property from which pollutants, ~~especially sediment, and concrete wastes, and other materials are allowed, to leave their sites will be~~ spread are addressed and ~~enforcement action taken pursuant~~ enforced pursuant to Chapter 14.16 of this Code; ~~prohibiting illegal discharges into the City's stormwater drainage system.~~

~~(Ord. 37, 2012 §1; Ord. 15, 1996 §1)~~

9.18.170 - Notice of violation.

The Director of Public Works ~~or designee his or her designee~~ may issue a notice of violation to any property owner and/or developer; ~~owner or person who fails~~ has not obtained a grading permit pursuant to this Chapter; ~~or has failed~~ to implement their CSESCP and maintain the site ~~BMPs~~ as proscribed in the ~~erosion and sediment control plan~~. ~~Such notice of violation shall be issued in accordance with Section 2.09.120 of this Code.~~ CSESCP.

~~(Ord. 37, 2012 §1)~~

9.18.180 - Code violation ~~and administrative hearing procedures~~.

- ~~(a)~~ A notice of violation issued ~~noticed~~ under ~~Section 9.18.170 above is a code~~ this Chapter shall be deemed a misdemeanor infraction, ~~and~~ shall proceed in accordance with Section 2.09.120 of this Code and shall be subject to penalties ~~as~~ set forth in Chapter 1.33 of this Code.
- ~~(b)~~ In addition, if a permit holder violates a condition of a City-issued grading permit, this Chapter, or applicable state or federal laws or regulations regarding Construction Activities ~~construction activities~~, the City shall revoke the grading permit. The City may reinstate the permit upon a showing of proof that the noncompliance has been corrected.

~~(Ord. 37, 2012 §1)~~

~~9.18.190 - Penalties and enforcement.~~

- ~~(a) Whenever any person is in noncompliance with the provisions of this Chapter, the hearing officer may impose penalty fines up to the amount of one thousand dollars (\$1,000.00) per day per violation and pursue the code infraction sanctions as defined in Chapter 1.33 of this Code and any other sanctions permitted under law. Each repeat violation must be set forth on a notice of violation form and served as set forth in Subsection 2.09.120(d) of this Code.~~
- ~~(b) Whenever the administrative authority determines a person is violating or failing to comply with any provision of this Chapter, the administrative authority may immediately issue a cessation order causing the person to immediately cease all operations which violate and fail to comply with this Chapter until such person has complied with the provisions of this Chapter. This order of cessation of activities is additional to any other penalties, sanctions or remedies contained in this Chapter or otherwise allowed by law.~~
- ~~(c) The City may seek and obtain remedies, including but not limited to civil and administrative sanctions and temporary or permanent injunctive relief against persons for noncompliance with the provisions, standards and requirements of this Chapter.~~
- ~~(d) Any fee which shall not be paid when due may be recovered in an action at law by the City. In addition to any other remedies or penalties provided by this Chapter or any ordinance of the City, the administrative hearing officer is hereby empowered and directed to enforce this provision as to any and all delinquent users. The employees of the City shall, at all reasonable times, have access to any premises served by the City for inspection, repair or the enforcement of the provisions of this Chapter.~~

~~(Ord. 37, 2012 §1; Ord. 46, 2006 §1; Ord. 15, 1996 §1)~~

Chapter 14.15 of the Greeley Municipal Code is amended as follows (deletions indicated by strikethrough; additions indicated by underline):

CHAPTER 14.15 - STORMWATER MANAGEMENT PROGRAM

14.15.010 - Declaration of purpose.

- (a) ~~—~~ — The City Council hereby finds, determines and declares that providing stormwater facilities for the drainage and control of flood and surface waters within the City, including areas to be subdivided and developed, is necessary in order that storm and surface waters may be properly drained, treated and controlled and is necessary to protect the health, property, safety and welfare of the City and its inhabitants.
- (b) ~~—~~ — The City Council further finds, determines and declares that the owners of all real property within the City are the ultimate beneficiaries and users of the City's stormwater Drainagedrainage system and should pay a portion of the costs of providing, maintaining and administering the facilities; ~~maintenance and administration~~ necessary for the reasonable control of stormwater.
- (c) ~~—~~ — The City Council further finds, determines and declares that dedicated funding for stormwater management is needed.
- (d) ~~—~~ — The City Council further finds that the appropriate way to establish and administer this program is by establishing a Stormwater Management Program as an enterprise fund operation of the City.

~~(Ord. 37, 2012 §2; Ord. 91, 2001 §1; Ord. 5, 1995 §1(part))~~

14.15.020 - Definitions.

Unless the context specifically indicates otherwise, the following terms and phrases, as used in this Chapter, shall have the following meanings:

~~—Control Measures~~measures~~Best Management Practices (BMPs)~~ shall mean methods that have been determined to be the most effective, practical means BMPs (best of preventing or reducing pollution from stormwater runoff. These include schedules of activities, prohibitions of practices, maintenance procedures and other management practices) or other ~~—BMPs also include treatment requirements, operating procedures~~ for methods used to prevent or reduce the discharge of pollutants and practices to the City's Stormwater Drainage System from control plant or construction site runoff, spillage, and or leaks, and can include the installation, operation, sludge or waste disposal or drainage from raw material storage.

~~City shall mean the City of Greeley including staff and maintenance of structural controlselected and treatment devices, appointed officials.~~

~~Detention shall mean the collection and temporary storage of stormwater in such a manner as landscape buffers and swales, modular block porous pavement, and detention basins and proprietary to provide treatment through physical, chemical or biological processes, with subsequent gradual release of the stormwater.~~

~~Impervious Areaarea means areas covered in Developed land shall mean land on which any part of its surface has been modified by the works of humans in such a way that prevents the land'sland's natural ability to absorb and infiltrate typicalhold precipitation and irrigation events, like roofs, walkways, patios, driveways, parking lots, storage areas, concrete and asphalt, and any other continuous watertight pavement or covering has been reduced.~~

~~MS4 Permit MS4 Permit means the Colorado Discharge Permitting System's General Permit for Stormwater Discharges Associated with Municipal Separate Storm Sewer Systems issued by the Colorado Department of Public Health and Environment under which the Stormwater Drainage System operates.~~

~~Stormwater Drainage SystemDrainage basin shall mean the watershed area contributing stormwater to the stormwater system.~~

~~Impervious surface shall mean a surface that has been compacted or covered so that it is highly resistant to infiltration by water.~~

~~Owner means any man-made improvement or conveyance intended for stormwater runoff from individual, partnership, limited liability company, corporation or other legal entity that has any legal title or equitable ownership interest in the real property.~~

~~Permanent BMPs means those permanent stormwater quality BMPs, including but not limited to open channels, streets, gutters, catch basins, grass buffers and swales, modular block porous pavement, porous pavement and landscape detention, extended detention basins and proprietary (underground pipes, ditches, swales, detention or retention ponds,) BMPs to be properly installed and regularly maintained in order to treat stormwater runoff and ensure long-term water quality enhancements.~~

~~Retention shall mean the prevention of, or to prevent the discharge of, a given volume of stormwater runoff into surface waters by permanent storage.~~

~~Stormwater shall mean the flow of surface water that results from and occurs following a precipitation event or irrigation return flow.~~

~~Stormwater Board shall mean the five (5) persons appointed by City Council and shall hereinafter be referred to as the Board.~~

~~Stormwater management shall mean all activities related to the administration, planning, master planning, financing, construction, operation and maintenance of the stormwater system.~~

~~Stormwater management plan shall mean a plan for receiving, handling and transporting stormwater within the City stormwater system.~~

~~Stormwater Management Program shall be operated as an enterprise following the accepted principles and procedures established by the Governmental Accounting Standards Board as a publicly held "Enterprise Fund."~~

~~Stormwater system shall mean all natural and manmade elements, facilities, structures, equipment and land that are used for or incidental to the conveyance, control, treatment or disposition of stormwater.~~

~~Surface waters shall mean all water naturally open to the atmosphere (rivers, and lakes, reservoirs, ponds, streams, impoundments, seas, etc.) and all springs, wells or other collectors directly influenced by surface water.~~

~~Undeveloped land shall mean land that has not been altered or on which no development has been constructed.~~

~~(Ord. 31, 2013 §1; Ord. 37, 2012 §2; Ord. 18, 2008 §1; Ord. 70, 2002 §1; Ord. 91, 2001 §1; Ord. 5, 1995 §1(part))~~

14.15.030 - Creation of Stormwater Management Program.

There is hereby created a Stormwater Management Program of the City empowered to implement the provisions of this Chapter.

~~(Ord. 37, 2012 §2; Ord. 91, 2001 §1; Ord. 5, 1995 §1(part))~~

14.15.040 - Administration by City Manager.

The administration of the provisions of this Chapter ~~is hereby vested in and~~ shall be exercised by the City Manager, who may prescribe forms, rules, and regulations in conformity with this Chapter or for the ascertainment, computation, and collection of fees imposed hereunder and for the proper administration and enforcement hereof. The City Manager may delegate the administration of this Chapter or any part thereof, subject to the limitations of the Charter and Code of the City, to duly qualified ~~employees~~ deputies and agents of the City.

~~(Ord. 37, 2012 §2; Ord. 91, 2001 §1; Ord. 5, 1995 §1(part))~~

14.15.050 - Creation of Stormwater Board.

There is hereby created a board, to be known as the "Stormwater Board," ~~hereinafter referred to in this Chapter as the "Board,"~~ to assist in the administration of this Chapter. The Board shall consist of five (5) members appointed by the City Council. ~~The Department of Public Works shall be responsible for developing plans, establishing proposed design and construction standards and evaluating proposals from subdividers and developers.~~

~~(Ord. 31, 2013 §1; Ord. 37, 2012 §2; Ord. 70, 2002 §1; Ord. 91, 2001 §1; Ord. 5, 1995 §1(part))~~

14.15.060 - Comprehensive stormwater management plan.

~~The purpose of The~~ the Stormwater Management Program shall be to develop a comprehensive stormwater management plan for the City based on sound engineering studies that indicate the location of all facilities in the City, including those facilities that currently exist and those determined to be needed and ~~that are~~ intended to be constructed in the future. The ~~City Council may adopt the comprehensive~~ stormwater management plan is described in the City's Storm Drainage Design Criteria and Construction

~~Specifications Manual and serves to by resolution upon recommendation of the Board. All substantial modifications or amendments shall also be made by resolution of the City Council upon recommendation of Council or of the Board. Such plan shall~~ guide the Stormwater Management Program in the construction, operation, and maintenance of the stormwater Drainagedrainage system. The City shall, in all ways and within the limits of its powers, solicit adjacent municipalities, and Weld the County to cooperate in providing stormwater facilities in drainage basins, ~~or parts thereof,~~ extending outside the City limits and, in general, to carry out the stormwater management plan ~~developed therein. Maps showing all drainage basins and proposed facilities shall be furnished to the County Commissioners for their use in this matter, as they are requested and become available and updated.~~

~~(Ord. 37, 2012 §2; Ord. 91, 2001 §1; Ord. 5, 1995 §1 (part))~~

14.15.070 - Duties of Stormwater Board.

- (a) ~~—~~ The Stormwater Board shall make recommendations to the City Council on all matters concerning stormwater management, priorities, policies, fees, and procedures.
- (b) ~~—~~ The Board shall also review and make recommendations to the City Council on the ~~comprehensive~~ stormwater management plan, ~~and any proposed amendments thereto.~~
- (c) ~~—~~ The Board shall recommend the facilities needed to provide an adequate stormwater Drainagedrainage system. Such recommendations shall include the following:
 - (1) ~~—~~ The facilities to be constructed.
 - (2) ~~—~~ The prioritization and schedule for construction of facilities.
 - (3) ~~—~~ The method of assessing fees against property.
 - (4) ~~—~~ Apportionment of the cost of new facilities to be assessed against ~~the~~ property and the portion, if any, of such cost which should be paid by the City.
 - (5) ~~—~~ Long-range plans ~~not only in the ensuing five year proposed capital improvement budget, but also longer periods of time.~~

Before making recommendation for any project, the Board shall analyze the project and compare the benefits to be achieved with the anticipated cost of the project.

- (d) ~~—~~ The Board shall annually recommend stormwater rates, including the Stormwater Drainage Development Impact ~~drainage development fees~~ Fees imposed pursuant to Chapter 4.64 of this Code, which need not be uniform for all classes of users. Rates shall include all costs for the construction, reconstruction, replacement, rehabilitation, and improvement of the stormwater Drainagedrainage system.
- (e) ~~—~~ The Board shall make recommendations to the City Manager for expenditures for the stormwater Drainagedrainage system annual budget.
- (f) ~~—~~ The Board shall also hear the appeal of any owner of property in the City who disputes the amount of the Stormwater Management Program fee made against ~~such owner's~~ property or who disputes any determination made by or on behalf of the City pursuant to and by authority of this Chapter. After the hearing, the Board may make such revision or modification of such fee or determination as it shall deem appropriate, ~~in accordance with Section 14.15.180.~~

~~(Ord. 37, 2012 §2; Ord. 91, 2001 §1; Ord. 5, 1995 §1 (part))~~

14.15.080 - Stormwater Management Program fee.

- (a) ~~—~~ There is hereby imposed on each and every property within the City and upon the owners thereof a Stormwater Management Program fee. This fee is deemed reasonable and is necessary to pay for the construction, reconstruction, maintenance, replacement, and improvement of the City stormwater

drainage facilities and of such future stormwater drainage facilities as may be required, and to pay for the design, right-of-way acquisition, and construction or reconstruction of stormwater drainage facilities to the extent that such costs have been determined not to be the responsibility of developed properties. All of the proceeds of the Stormwater Management Program ~~this~~ fee are deemed to be in payment for use of the City's stormwater Drainage ~~drainage~~ system by the ~~real~~ property on which the fee is imposed and by the owners thereof. This fee is in addition to and not in replacement of the Stormwater Drainage Development Impact fees ~~drainage fee for new development~~ imposed pursuant to Chapter 4.64 of this Code.

(b) ~~—~~ The Stormwater Board shall provide recommendations as to the amount of the Stormwater Management Program fee to the City Manager. The recommendations will be based on a property's potential to produce stormwater runoff. The City Manager shall be responsible for establishing the amount of the Stormwater Management Program fee in accordance with Section 1.05.010 of this Code.

(c) ~~—~~ Property owners who have provided stormwater management facilities operating and ~~are~~ consistent with the stormwater management plan, may request a reduction in the Stormwater Management Program fee ~~from fee. The schedule of the Stormwater fee assessed against individual properties shall be recommended by the Board and shall be based upon the property's potential to produce stormwater runoff. The Board shall set forth its determination as to the appropriate amount of the fee by resolution.~~

~~(Ord. 37, 2012 §2; Ord. 26, 2011 §1; Ord. 41, 2003 §2; Ord. 91, 2001 §1)~~

14.15.090 - Stormwater Management Program Fund.

(a) ~~—~~ All Stormwater Management Program fees collected by the City and such other funds ~~moneys as might be~~ available to the City for the purposes of this Chapter shall be deposited into a special fund which is hereby created, known as the "Stormwater Management Program Fund." ~~The Stormwater Management Program.~~ Such fund ~~Fund~~ shall be used for the purpose of paying the costs of stormwater drainage facilities to be constructed and the operation, operations, administration, repairs, and maintenance of the existing stormwater drainage facilities of the City.

(b) ~~—~~ All amounts available in the Stormwater Management Program Fund ~~shall such fund~~, from time to time, ~~shall~~ be invested by the Director of Finance in investments proper for City funds. ~~All funds collected pursuant to the provisions of this Chapter for operation, administration, maintenance and construction of stormwater facilities shall be separately designated as such and shall be used solely for those purposes.~~

~~(Ord. 37, 2012 §2; Ord. 91, 2001 §1)~~

14.15.100 - Development Infrastructure Fund.

The Stormwater Drainage Development Impact ~~The drainage development~~ fees currently collected pursuant to Chapter 4.64 of this Code and deposited in the separate account of the Development Infrastructure Fund pursuant to that Chapter shall be ~~placed and~~ administered by the Stormwater Management Program and expended in accordance with the provisions of Chapter 4.64 and Section 5-6 of the Greeley Charter.

~~(Ord. 37, 2012 §2; Ord. 41, 2003 §2; Ord. 91, 2001 §1; Ord. 5, 1995 §1(part))~~

14.15.110 - Billing for fee.

The Stormwater Management Program fee may be billed and collected with the City water and sewer bill, ~~or other method as determined by the Board,~~ for property ~~those lots or parcels of land~~ utilizing City water and sewer services and billed and collected separately as the Stormwater Management Program fees ~~for~~ property ~~those lots or parcels of land and owners thereof~~ not utilizing ~~other~~ City water

~~and sewer services~~utilities. All such bills for Stormwater Management Program fees shall be paid to the Department of Finance and shall become due and payable in accordance with the rules and regulations of the Department of Finance pertaining to the collection of such charges. The Director of Finance shall place all ~~such charges so~~ collected funds into the Stormwater Management Program Fund. ~~to be deposited and separately kept as a fund to be used only for the purposes stated herein.~~

~~(Ord. 37, 2012 §2; Ord. 91, 2001 §1)~~

14.15.120 - Certain properties exempt from fees.

The following ~~land uses~~ are exempt from Stormwater Management Program fees:

~~(1a1) —~~ All public Public park ~~and recreational properties; land;~~

~~(2b2) —~~ All public Public or private ponds, lakes, reservoirs, rivers, creeks, natural water courses, wetlands; or irrigation ditch/canal rights-of-way;

~~(3e3) —~~ All public Public streets, highways, rights-of-way; and alleys;

~~(4d4) —~~ All railroad rights-of-way except railroad Railroad property ~~not~~ utilized for railroad purposes;

~~(5e5) —~~ All cemeteries Cemeteries; and

~~(6f6) Properties —~~ All lands actively used for agriculture and classified agricultural by the Weld County Assessor.

~~(Ord. 37, 2012 §2; Ord. 18, 2008 §2; Ord. 91, 2001 §1)~~

14.15.130 - Stormwater fee reduction or waiver.

~~In the event that a private or public entity, authority, special district or any other person or company has obtained, in its own name, a Colorado Discharge Permit System (CDPS) permit from the State and said permit is in good standing, then said entity, person or company may request that the City enter into an agreement to reduce and/or waive the Stormwater Program Management fees for the period of its CDPS permit. The terms of any agreement shall state, among other things, the reduced fee or waiver of fees; the requirement to maintain the party's CDPS permit in good standing at its sole cost; and an agreement to pay stormwater fees in the event of default or termination.~~

~~(Ord. 37, 2012 §2; Ord. 11, 2006 §1)~~

14.15.140 - Enforcement.

~~Any fee which has shall not be paid when due may be recovered in an action at law by the City. In addition to any other remedies or penalties provided by this Chapter or this Code. Authorized any ordinance of the City, the City Manager is hereby empowered and directed to enforce this provision as to any and all delinquent users. The employees of the City shall, at all reasonable times, have access to any premises served by the City for inspection, repair, or the enforcement of the provisions of this Chapter.~~

~~(Ord. 37, 2012 §2; Ord. 91, 2001 §1)~~

14.15.150 - Unpaid fees to be a lien.

(a) An unpaid Stormwater Management Program fee shall become a lien upon the property to which such charge is associated from the date the fee becomes due until the fee is paid.

~~(b) (a) — All Stormwater Management Program fees made pursuant to this Chapter shall become a permanent lien upon the property to which such charge is associated from the date said fee becomes due until such fee is paid. The owner of every building, premises, lot or house shall be obligated to pay the charge for all service provided for their premises, which obligation may be enforced by the City by action at law or suit to enforce the lien. In the case that a tenant in possession of any~~

~~premises or buildings shall not pay said fee, it shall not relieve the landowner from such obligation and lien; and the City shall not be required to look to any person whatsoever other than the owner for the payment of such fees. No changes of ownership or occupation or use shall affect the application of this Section, and the failure of any owner to learn that they purchased property against which a lien for Stormwater Management Program fees exists shall in no way affect their responsibility for such payment. Notwithstanding any provision to the contrary, any delinquent amount may be enforced by assessment and lien upon the property and premises so served and certification thereof to the County Treasurer for collection. All actions are cumulative.~~

- (b) ~~—If the City incurs expenses and costs by reason of providing services or causing services to be provided and providing materials in connection with the operation of the Stormwater Management Program, including administrative costs, those or causing materials to be provided, such total costs and expense shall be set forth in a written special assessment notice to be prepared by the Director of Finance and to be mailed by him or her to the owner or other person in possession whose duty it is to provide such services and materials. All such assessment notices shall declare that the full amount is immediately due and payable. Failure to pay the specialany such assessment shall cause the amount to immediately become a lien against the property, and that lot, block or parcel of land owned or occupied by the person to whom the assessment notice was mailed, and such lien shall have priority over all other liens, except the general taxes and prior special assessments. Such lien shall be enforced in the same manner as the lien for special assessments is enforced under Subsection 13.44.080(c) of this Code.~~

~~(Ord. 37, 2012 §2; Ord. 91, 2001 §1)~~

14.15.160 - Requirement for permanent stormwater water quality Control Measurescontrol measuresBMPs.

- (a) ~~The owner or developer of~~ Any any new or existing development that involves Land Disturbing Activityland-disturbing activity as defined in sectionSection 9.18.030 of this Code that is:

(1)- developments that disturb: i) equal to or greater than one (1) acre; or

(2-ii)- less than one (1) acre if the construction activities arethat is part of a larger common plan of development or sale as defined in sectionSection 9.18.030.

, must design, construct, install, perform inspections on, and maintain in perpetuity Control Measurescontrol measuresindefinitely permanent BMP units or systems that prevent or minimize water quality impacts and address stormwater runoff quality.

- (b) ~~—The Control Measurescontrol measures must be designed, installed, and maintained, in accordance with the following:~~

(1)- The City's Storm Drainage Design Criteria and Construction Specifications Manual; and

(2)- Urban Drainage and Flood Control District's Urban Storm Drainage Criteria Manual; and

(3)- The design standards required by the City's MS4 permit.

. All permanent BMP units or systems shall, at a minimum, comply withmeet the City's Storm Drainage Design Criteria and Construction Specifications Manual. Such Control Measurescontrol measures, including their attainment of design standards in conformance with the City's MS4 permit requirements, must be reviewed and approved by the Director of Public Works or designee, as amended, and adopted as design criteria specification.

- (b) ~~—Permanent BMPs. Developed land, for both private and public projects, that meets the requirements of this Chapter and disturbs: i) greater than or equal to one (1) acre; or ii) less than one (1) acre that~~

is a part of a larger plan of development, must address stormwater runoff quality through the use of permanent BMPs which shall be maintained in perpetuity.

- (1) ~~Treatment BMPs, including but not limited to inlet inserts, bioretention, grass swales and buffers, extended detention basins, sand filters, permeable pavement, constructed wetland ponds and channels, and underground BMPs located on private property shall be owned and operated by the owners of the property on which the BMP is located, unless the City in writing agrees that a person other than the owner shall own or operate such BMP.~~
- (2) ~~Nontreatment BMPs, including but not limited to site operations, employee training and site planning incorporating low impact development techniques to address stormwater quality, shall be implemented in perpetuity.~~
- (3) ~~As a condition of approval of the BMP, the owner of a private developed land project shall also agree to maintain the BMP to its design capacity unless or until the City relieves the property owner of that responsibility in writing.~~ The obligation to maintain the Control Measures ~~control measures in perpetuity~~ BMP shall be memorialized on the subdivision plat, annexation plat, development agreement, or other instrument ~~or in a form acceptable to the City and shall be~~ recorded in the office of the Weld County Clerk and Recorder.

~~(cb)~~ Should the owner or developer fail to adequately maintain the Control Measures ~~control measures~~, the City shall have the right to enter the property for the purposes of performing operation and maintenance. All associated costs, including administrative costs, shall be assessed pursuant to section ~~Subsection~~ 14.15.150(b) above.

~~(de)~~ In addition to the above section, failing to adequately maintain Control Measures ~~control measures~~ shall be a violation of this Chapter.

14.15.165 - Excluded projects.

The following new or existing development is not required to comply with section ~~Section~~ 14.15.160 above:

- ~~(a1)~~ Paving that does not result in a substantial increase of Impervious Area ~~impervious area~~ and infrastructure, like routine maintenance, rehabilitation, replacement, and reconstruction.
- ~~(b2)~~ Redevelopment of existing roads when:
 - ~~(1)a.-~~ less than one (1) acre of paved area per mile of road is added; or
 - ~~(2)b.-~~ less than eight and one-fourth (8.25) feet of paved width at any location is added.
- ~~(e3)~~ Installation or maintenance of underground utilities or infrastructure that does not permanently alter existing terrain, ground cover, or drainage patterns.
- ~~(d4)-~~ Single--family residential or agricultural zoned property equal to or greater than two and one-half (2.5) acres per dwelling, having a total Impervious Area ~~impervious area~~ of less than ten percent (10%).
- ~~(e5)~~ Any development that submits to the Director of Public Works a site--specific study detailing rainfall and soil conditions demonstrating that post-development surface infiltration will not result in the discharge of concentrated stormwater flow during an 80th percentile runoff event. The site--specific study must be approved by the Director of Public Works ~~or designee~~.

~~(f6)- Undeveloped property on which Land Disturbing Activity~~land-disturbing activity occurs but results in no added structures or ~~Impervious Area~~impervious area.

~~(g7)-Stream stabilization sites.~~

~~(h8)-Bike and pedestrian trails that are not attached to roads.~~

~~(i9)- Oil and gas exploration.~~

(Ord. 37, 2012 §2)

14.15.170 - Stormwater facilities and ~~Control Measures~~control measuresBest Management Practices (BMPs) required for subdivisions.

~~Prior to acceptance~~the final approval of the plat of ~~any~~ subdivision or ~~the plan for a~~ Planned Unit Development (PUD), ~~the owner or developer of the proposed subdivision or PUD must submit to the Director of Public Works for review and approval P.U.D.) plan, the owners of the property being subdivided shall, at such owners' cost, prepare detailed plans and specifications for the construction and installation of all required stormwater facilities and Control Measurescontrol measuresBMPs required for such subdivision, including the facilities required to convey stormwater to existing drains, detention ponds, or other existing discharge points that conform with the City's Storm Drainage Design Criteria and Construction Specifications Manual or other existing discharge points, all in conformity with the stormwater management plan adopted by the City Council. The Director of Public Works shall review such plans and specifications and, after the Director's acceptance of the same, the plat of the subdivision or P.U.D. plan may be approved, subject to the City's being furnished with acceptable assurance that such facilities will be constructed and installed as indicated and approved.~~

(Ord. 37, 2012 §2; Ord. 91, 2001 §1; Ord. 5, 1995 §1(part))

14.15.180 - Administrative review; appeals.

- ~~(a) Any owner who disputes the amount of the Stormwater Management Program fee made against such owner's property or who disputes any determination made by or on behalf of the City pursuant to and by the authority of this Chapter may petition for a hearing on a revision or modification of such fee or determination. The Director of Public Works may hold such hearings or may designate a person as a Hearing Officer with authority to hold such hearings. Such petition may be filed only once in connection with any such fee or determination, except upon a showing of changed circumstances sufficient to justify the filing of such additional petition.~~
- ~~(b) Such petitions shall be in writing, filed with the City Clerk, and the facts and figures submitted shall be submitted under oath either in writing or orally at a duly scheduled hearing. The hearing, if any, shall take place in the City Hall of Greeley, or other places as designated by the Hearing Officer, and notice thereof and the proceedings shall otherwise be in accordance with the rules and regulations issued by the City. The petitioner shall have the burden of proof.~~
- ~~(c) Within thirty (30) days of filing, the Hearing Officer shall make findings of fact based upon all relevant information, shall make a determination based upon such findings and, if appropriate, modify such fee or determination accordingly. Such determination shall be considered a final order of the Hearing Officer, which order may, within thirty (30) days of its issuance, be appealed to the Board for a hearing on such a revision or modification of such fee. Any such appeal to the Board shall be in writing, filed with the City Clerk, setting forth the specific errors and omissions of the Hearing Officer in the Officer's determination and such hearings shall take place in the City, and notice thereof and the proceedings shall otherwise be in accordance with the bylaws, rules and regulations of the Board. The appellant shall have the burden of proof.~~
- ~~(d) Persons desiring to appeal a decision of the Hearing Officer to the Board shall, at that time of making such appeal, pay to the Director of Finance a docket fee in an amount as established in~~

~~accordance with Section 1.05.010 of this Code. The Director of Finance shall have the ability to waive such docket fee under hardship conditions. Written notice of hearing shall be given to all parties concerned at least seven (7) days prior to the hearing or by mailing the same to such party's last known address by regular mail. The Board shall, from time to time, adopt such additional rules and regulations as it deems necessary and advisable for the conduct of its hearings and for carrying out the provisions hereof. Within thirty (30) days of filing, the Board shall make its final determination and, if appropriate, modify such charge or determination of the Hearing Officer in accordance with the facts submitted, to the extent that the Board finds such facts to be true.~~

~~(e) Any person in interest shall have the power to appeal the decision of the Board to the City Council, provided that such person in interest files with the City Clerk a notice of appeal within ten (10) days after final action by the Board. In the event of any such appeal, the City Council shall schedule a date for hearing the appeal, giving at least seven (7) days' advance notice of the time and place of the hearing or by mailing the same to such party's last known address by regular mail. The Council shall consider the same factors on appeal as considered by the Board as set forth in this Section. The decision of a majority of the City Council present at a duly constituted meeting of the City Council shall be determinative of this appeal.~~

~~(f) Every decision or determination of the Hearing Officer or the Board shall be in writing, and notice thereof shall be from the date of such action. Service by certified mail, return receipt requested, shall be conclusive evidence of service for the purpose of this Chapter.~~

~~(Ord. 37, 2012 §2; Ord. 26, 2011 §1; Ord. 91, 2001 §1)~~

14.15.190 - Title granted to City.

~~Title granted to the City for stormwater structures and facilities, including but not limited to detention ponds, inlet and outlet structures and ditches shall be by warranty deed for unencumbered fee simple title.~~

~~(Ord. 37, 2012 §2; Ord. 91, 2001 §1; Ord. 5, 1995 §1(part))~~

14.15.200 - Responsibilities for stormwater facilities, inspections, right of entry.

~~(a) All private stormwater facilities constructed by private individuals or entities and designated for operation and maintenance by said individual, entity or property owner, including but not limited to those constructed by a homeowners' association, ("POA"), shall not be the property of the City, and the City shall not be responsible for their operation and maintenance of said privately constructed facilities unless the Director of Public Works City has accepted responsibility for inspected the facilities same and agreed in writing. All stormwater facilities constructed, installed or provided hereunder shall, upon acceptance of the stormwater facilities, same by the City, become the property of the City, and the public thereafter shall be responsible for the operation and maintenance of the same. The City may refuse to accept facilities shall become public stormwater facilities described inadequately constructed or constructed in section 14.15.210 below, variance with City requirements.~~

~~(b) Authorized City — All authorized personnel under the supervision of the City Manager or designee, shall have the power to conduct inspections of private stormwater facilities, enter the premises at reasonable times, give verbal direction, issue notices of violation, and enforce the conditions set forth in development agreements, for the long-term maintenance of permanent stormwater facilities.~~

~~(Ord. 37, 2012 §2; Ord. 18, 2008 §3; Ord. 91, 2001 §1; Ord. 5, 1995 §1(part))~~

14.15.210 - City to maintain public stormwater facilities.

~~The City shall maintain all public stormwater facilities accepted by the City, located on City-owned property, and additional stormwater facilities dedicated to the City within the City-owned land,~~

~~City rights of way and public easements and may maintain additional dedicated public stormwater facilities located within or adjacent to the City. Such public facilities include, but are not limited to, open drainageways and piped stormwaters constructed expressly for use by the general public and, as a part of the City stormwater facilities, bridges, roadside stormwater ditches and gutters, flood control facilities, including detention and retention basins, dikes, overflow channels, pump stations and other improvements that have been designed and constructed expressly for use by the general public. Such public stormwater facilities do not include facilities not accepted by the City for maintenance.~~

~~(Ord. 37, 2012 §2; Ord. 91, 2001 §1; Ord. 5, 1995 §1(part))~~

14.15.220 - Disclaimer.

Floods or drainage problems associated with stormwater ~~runoff~~ may occasionally occur which exceed the capacity of ~~the stormwater drainage system~~ ~~storm sewer facilities~~ constructed and maintained by funds made available under this Chapter. This Chapter does not imply, ~~and the City expressly disclaims,~~ that property liable for the charges established herein will always be free from stormwater flooding or flood damage. This Section does not purport to reduce the ~~need or the~~ necessity for ~~the owner obtaining~~ flood insurance. The establishment of ~~the~~ Stormwater Management Program, ~~its functions, maintenance of stormwater drainage structures and its facilities, and the activities of the Stormwater Management Program and/or its agents~~ does not create liability ~~of any nature or kind on the part~~ of the City for damages caused by stormwater, except as provided by the Colorado Governmental Immunity Act, Section 24-10-101, et seq., C.R.S.

14.15.230 - Enforcement.

- (a) Any fee which has not be paid when due may be recovered in an action at law by the City in addition to any other remedies or penalties provided by this Chapter or this Code.
- (b) Authorized employees of the City shall, at all reasonable times, have access to any premises served by the City for inspection, repair, or the enforcement of the provisions of this Chapter.
- (c) The Director of Public Works or designee may issue a notice of violation to any property owner and/or developer who has not installed and maintained permanent stormwater control measures in accordance with this Chapter.
- (d) A violation noticed under this Chapter shall be deemed a misdemeanor infraction, -shall proceed in accordance with Section 2.09.120 of this Code, and shall be subject to penalties set forth in Chapter 1.33 of this Code.

(Ord. 37, 2012 §2; Ord. 91, 2001 §1; Ord. 60, 1997 §2; Ord. 5, 1995 §1(part))

Chapter 14.16 of the Greeley Municipal Code is amended as follows (deletions indicated by strikethrough; additions indicated by underline):

CHAPTER 14.16 - ~~STORM SEWERS~~STORMWATER DRAINAGE SYSTEM

14.16.010 - Declaration of purpose and legislative intent.

- (a) ~~—~~ — This Chapter sets forth ~~uniform~~ requirements for direct and indirect discharges ~~or the depositing of inappropriate material or substances~~ into the City's Stormwater Drainage System as defined in section 14.15.020 of this Title. ~~City stormwater system~~. This Chapter is necessary to provide for and promote the public health, safety, and welfare of the citizens residing within the City and property owners or other ~~water~~ users that depend on the same water sources by preventing illicit discharges the deposit of inappropriate material or substances.
- (b) ~~—~~ — The purposes of this Chapter are to:
- (1) ~~—~~ — Prevent the introduction of pollutants, substances or debris ~~that will pass~~ into the Stormwater Drainage System ~~system receiving such stormwaters~~, or that will otherwise be incompatible with the system or interfere with the beneficial uses of ~~the said~~ system.
 - (2) ~~—~~ — Protect the public and City personnel who may work with or be exposed to the Stormwater Drainage system ~~System~~ because of their presence within the ~~City stormwater drainage~~ system in the course of their employment.
 - (3) ~~—~~ — Promote pollution prevention and prevent the introduction of materials or other debris that may adversely affect the environment or hamper the Stormwater Drainage ~~storm-sewer system~~ System.
 - (4) ~~—~~ — Provide for equitable distribution of the cost of repairing or servicing the Stormwater drainage system Drainage System among property owners or other users by having those who cause obstructions or problems to the ~~stormwater~~ system pay their ~~full~~ share of the costs of such incidents.
- (c) ~~—~~ — The City Council reserves the right to establish discharge limitations, and restrict ~~other debris or substances that may be introduced to the Stormwater Drainage System from their stormwater system~~, more stringent than federal and state requirements or current municipal limitations, if deemed necessary to comply with the objectives of this Chapter.
- (~~Ord. 37, 2012 §3; Ord. 32, 1999 §1~~)

~~14.16.020 Definitions.~~

~~In addition to the definitions contained in Section 14.15.020 and 9.18.020 of this Code, which are expressly incorporated herein, and unless the context specifically indicates otherwise, the meaning of terms used in this Chapter shall be as follows:~~

~~*CDPHE* means the Colorado Department of Public Health and Environment.~~

~~*CDPS* means the Colorado Discharge Permit System.~~

~~*Debris* means all rubbish, waste material, refuse, garbage, trash, foreign substances, solid or liquid, of every form, size kind and description.~~

~~*Deleterious substance* means any substance capable of causing physical, chemical or biological contamination or degradation to the environment; a deleterious (acute or chronic) effect on fish, birds, wildlife and plant life; or that would otherwise interfere with the beneficial use of receiving waters.~~

~~*Discharge* means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping or disposing into the environment or to the stormwater system.~~

~~*EPA* means the Environmental Protection Agency.~~

~~*Facility* means any building, structure, installation, equipment, pipe or pipeline (including without limitation any pipe or line into any storm sewer or any portion of the stormwater drainage system), well, pit, pond, lagoon, impoundment, ditch, landfill, storage container, motor vehicle, rolling stock or aircraft.~~

~~*Garbage* means solid wastes from the domestic and commercial preparation, cooking and dispensing of food, the processing of food byproducts, the processing of agricultural products and the handling, storage and sale of produce.~~

~~*Hazardous pollutants* means any constituent or combination of constituents that is classified as hazardous under state or federal law or regulation, or that is included on the federal list of toxic pollutants as currently specified in 40 C.F.R. 403.~~

~~*Hazardous waste* means a waste that is classified as hazardous under federal regulations or is included in the federal list of hazardous waste as currently specified in 40 C.F.R. 261, subparts C and D.~~

~~*NPDES* means the National Pollution Discharge Elimination System.~~

~~*Owner* means any individual, partnership, limited liability company, corporation or other legal entity that has any legal title or equitable ownership interest in the real property.~~

~~*Pollutant* means dredged soil, dirt, slurry, solid waste, incinerator residue, sewage, biosolids, garbage, trash, chemical waste, biological nutrient, biological material, radioactive material, heat, wrecked or discarded equipment, rock, sand or any industrial, municipal or agricultural waste.~~

~~*Pollution* means the man-made or natural alteration of the physical, chemical, biological and radiological integrity of water.~~

~~*Pollution prevention* means the application of source reduction and recycling during day-to-day operations which reduces the need for treatment and disposal of wastes without transferring contamination to air, water, solid waste or hazardous waste.~~

~~*Premises* means a parcel of real estate, including any improvements thereon, which is determined by the City to be a single user for purposes of contributing to the stormwater drainage system.~~

~~*Receiving waters* means lakes, rivers, streams or other watercourses that receive treated or untreated wastewater.~~

~~*Stormwater drainage system* means any man-made improvement or conveyance intended for stormwater runoff from real property, including but not limited to open channels, streets, gutters, catch basins, underground pipes, ditches, swales, detention ponds, retention ponds and lakes.~~

~~*Toxic pollutants* means any pollutant or combination of pollutants listed as toxic in regulations promulgated by the administrator of the Environmental Protection Agency under the provisions of Section 307(a) of the Federal Water Pollution Control Act, P.L. 92-500, 33 U.S.C. 1251, et seq.~~

~~*User* means any person who discharges, contributes or causes the contribution of water, wastewater or other liquid into the stormwater drainage system.~~

~~*Waste* means any solid, liquid, semi-solid or gaseous material or substance which has been discarded for any reason.~~

~~*Wastewater* means the liquid and water carried industrial or domestic wastes from dwellings, commercial buildings, industrial plants and institutions, together with any groundwater, surface water and stormwater that may be present, whether treated or untreated, which is contributed into or permitted to enter the City's wastewater treatment system and/or the City's stormwater drainage system.~~

(Ord. 37, 2012 §3)

14.16.030 - Connecting to Stormwater Drainage System~~storm sewer~~ without permit unlawful.

It is unlawful for any person to tap or make any connection with the Stormwater Drainage System~~storm sewers of the City~~ without first having obtained a permit ~~therefor~~ as provided in this Chapter.

(Ord. 37, 2012 §3; Prior code §17-34)

14.16.040 - Application for permit.

A Any person desiring to tap ~~the storm sewers~~ or make any connection with the Stormwater Drainage System ~~must~~therewith shall make written application, ~~using therefor in writing so to do, to the City of Greeley Application & Permit for Construction in Public Right of Way/Easement, to the Director of Public Works~~Engineer. The application shall state the nature or character of the tap or

connection to be made, the location ~~of the tap or connection thereof~~, the premises sought to be served ~~by the tap or connection, thereby~~ and the amount of the ~~tap/connection fee set forth in the City of Greeley Fee Schedule for Construction in the Public Right of Way/Easement charge.~~

(Ord. 37, 2012 §3; Prior code §17-35)

14.16.050 - Installation costs and fee.

The person making application to connect with the ~~Stormwater Drainage System storm sewer~~, at the time of making such application, shall pay to the City the complete cost for such installation, including the cost of pipe and other materials, labor and repairs of paved or unpaved streets or alleys, ~~as set forth in the City of Greeley Fee Schedule for Construction in the Public Right of Way/Easement plus a minimum fee of fifty dollars (\$50.00).~~

(Ord. 37, 2012 §3; Prior code §17-36)

14.16.060 - Installations; ~~Director of Public Works~~ **City Engineer to direct.**

All installations of ~~storm sewers and taps~~ or connections to the ~~Stormwater Drainage System~~ shall be under the direction of the ~~Director of Public Works or designee~~ **City Engineer.**

(Ord. 37, 2012 §3; Prior code §17-40)

14.16.070 - Service connections; ~~required before streets paved~~; specifications; ~~business district requirements.~~

Before any ~~Impervious Areas~~ **impervious areas**, as defined in ~~section~~ **Section 14.15.020 of this Code**, are created ~~paving or hard surface is laid~~ in any of the streets, ~~avenues~~ or alleys within the ~~City, a business districts, the owners of all property owner therein, whether the same is vacant or otherwise,~~ shall lay service connections with the ~~Stormwater Drainage System City storm sewer system~~, extending from the sewer line to the property line, which ~~connections services~~ shall be of adequate size to provide drainage for present and future buildings upon the property in accordance with the schedule of sizes ~~designated named~~ in Section 14.16.080 ~~below~~. All downspouts, water drains, or conductor pipes from the roofs of buildings in ~~commercially- zoned areas the business districts~~ of the City shall be placed beneath the surface of the ~~alley, street or alley~~ **avenue** adjoining the property and be connected with the ~~Stormwater Drainage System storm sewer~~ located ~~within the public right of way therein~~, in conformity with ~~this Code the ordinances of the City~~ and ~~with~~ the approval of the ~~Director of Public Works or designee~~ **City Engineer.**

(Ord. 37, 2012 §3; Prior code §17-38)

14.16.080 - Required sizes designated; exceptions.

Unless special permission is granted by ~~a~~ resolution ~~of to~~ the City Council to the contrary, the following sizes of service connection will be required:

- (1) ~~—~~ For buildings having a roof area up to three thousand (3,000) square feet, a four-inch ~~(4")~~ service connection is required.
- (2) ~~—~~ For buildings having a roof area of from three thousand (3,000) square feet to ten thousand (10,000) square feet, a six-inch ~~(6")~~ service connection is required.
- (3) ~~—~~ For buildings having a roof area of from ten thousand (10,000) to twenty thousand (20,000) square feet, an eight-inch ~~(8")~~ service connection is required.

(Ord. 37, 2012 §3; Prior code §17-39)

14.16.090 - ~~Roof w~~Water discharge requirements designated.

~~No roof~~ water shall be discharged directly or indirectly from any downspout, water drain, or conductor pipe upon any street, alley, or sidewalk in the City, but ~~the same~~ shall be conducted underneath the ~~sidewalk in iron or tile pipes to the adjacent street or avenue gutter. No roof water shall be discharged directly or indirectly from any downspout, water drain or conductor pipe upon any public alley, street, alley, or sidewalk in a conduit of suitable dimensions or avenue or into any sanitary sewer, within the business and materials industrial districts of the City, but the same shall be conducted underneath the surface of the alleyway in iron or tile pipes~~ and be connected with the part of the Stormwater Drainage System ~~storm sewer~~ located in the adjacent ~~alleyway or street or alley;~~ and, if no ~~part storm sewer~~ is so located ~~therein~~, then the water must be directed to an area where it can infiltrate into the ground prior to reaching the nearest street, alley, or sidewalk or avenue gutter.

(Ord. 37, 2012 §3; Prior code §17-37)

14.16.100 - Application to remodeled buildings, living units, and redevelopment districts.

(a) ~~The~~ Stormwater Drainage Development Impact ~~drainage~~ fees provided for in Section 4.64.100 of this Code shall also be imposed with respect to existing development property if existing buildings or other physical improvements on ~~thet~~ that property are remodeled or added to or if ~~structures~~ buildings or other living units, such as mobile homes, are moved onto the property.

~~(b) (1) In the case of remodeling or adding to existing buildings or other physical improvements, the Stormwater Drainage Development Impact fee shall be imposed if the existing roof area is to be increased by fifty percent (50%) or more, or if Impervious Areas, as defined in section 14.15.020, are the water repelling surface is to be increased by fifty percent (50%) or more.~~

~~(2) If the building being added to is located on property with respect to which a drainage fee was theretofore imposed and if the addition is to be carried out on an adjacent parcel of property not theretofore subject to a drainage fee, the drainage fee shall be computed only on the basis of the adjacent parcel of property. In the case of structures or other living units being moved onto a parcel of property, the Storm Drainage Development Impact drainage fee shall be computed with respect to the entire parcel.~~

~~(c) New development within a(b) The payment of all drainage fees shall be exempt within the redevelopment district boundary as established by the Planning Commission and adopted by the City Council shall be exempt from the payment of the Stormwater Drainage Development Impact fee.~~

(Ord. 37, 2012 §3; Prior code §17-42)

14.16.110 — Extra fees; imposition procedure.

If any property proposed for new development is so situated that the development of the property would contribute an extraordinary load to the existing drainage systems, an additional drainage fee shall be imposed over and above the drainage fee provided for in Section 4.64.100 of this Code. The fact that an extraordinary load will be contributed and the amount of the additional fee shall be determined by the Director of Public Work ~~City Council on the basis of competent engineering data, a fee in addition to the Stormwater Drainage Development Impact fee shall be calculated. The determination shall not be made unless the owner of the property will be involved has been given notice and an opportunity to present contradictory engineering data before an additional fee is imposed.~~

(Ord. 37, 2012 §3; Ord. 41, 2003 §§2,3; Prior code §17-44)

14.16.120 — Payment at building permit issuance.

The Stormwater Drainage Development Impact drainage fee and additional fees provided for in section 14.16.110 ~~or fees~~ shall be paid at the time of issuance of a building permit or permits.

(Ord. 37, 2012 §3; Ord. 41, 2003 §§2, 3; Ord. 9, 1988 §6; prior code §17-43(a))

14.16.130 - Drainage system construction; payment costs.

A developer ~~The owners or developers~~ of property shall be obligated to construct ~~storm sewer lines and other drainage system components~~ of the Stormwater Drainage System within the boundaries of the property being developed at the sole expense of the developer, to the extent that such construction is required by the Director of Public Works or designee as part of the subdivision process. ~~The payment of the drainage fee by the owner or developer shall not be constructed to relieve the owner or developer of the obligation to construct storm sewer lines or other drainage system components, at the sole expense of the owner or developer; provided, however, that, if the Director of Public Works or designee City requires the construction of oversized components storm sewer lines or the construction of the Stormwater other drainage system Drainage System components, as determined by the Director of Public Works, to assist in the drainage of property other than or in addition to the property of the owner or developer, then to that extent, the City shall shareparticipate in the design and construction costs associated with the . In that case, the City's share of the costs shall reflect that~~ portion of the oversized construction attributable to draining other lands.

(Ord. 37, 2012 §3; Prior code §17-45)

14.16.140 ~~– Illicit discharges; allowed discharges; nonconforming taps~~ Discharge prohibitions.

- (a) — Illicit discharges are discharges to the City's Stormwater Drainage System that are not composed entirely of stormwater and are not allowed discharges as described in subsection Subsection (b) below. Illicit discharges to the City's Stormwater Drainage System are prohibited. (a) — No person shall intentionally or otherwise dispose of materials, substances, debris or other pollutants by dumping or pouring or otherwise discharging or causing such materials to be discharged into any storm drain or any connection thereto.
- ~~(b) — No person shall discharge, deposit or cause to be discharged onto any public highway, street, sidewalk, alley, land, public place, stream, ditch or other watercourse, or into any cesspool, storm or private sewer, or natural water outlet, any sewage, polluted waters or other deleterious substance or debris, except where suitable treatment has been provided in accordance with the provisions of applicable federal, state and local laws, as required.~~
- ~~(c) — No user shall discharge or cause to be discharged or deposit into the City's stormwater system:~~
- ~~(1) — Any liquids, solids or gases, that by reason of their nature or quantity, are or may be sufficient, either alone or by interaction with other substances, to cause fire or explosion or be injurious in any other way to the stormwater utility, as determined by the City Manager or designee. Prohibited materials include, without limitation, gasoline, fuel oils, mineral oil, lubricating oil, benzene, naphtha, ethers, carbides, perchlorates and xylene;~~
 - ~~(2) — Any wastewater having any corrosive property capable of causing damage or hazard to structures, operations or personnel exposed to the stormwater system;~~
 - ~~(3) — Solid or viscous substances that may obstruct the flow or interfere with the operation of the stormwater system including, without limitation, cinders, sand, mud, cement, plaster, lime slurry or sludge, stone or marble dust, asphalt residues, tar, wax, paraffin, paint, chemical sludges or residues, metals, glass, plastics, wood, shavings, paper, manure, hair, blood, intestinal contents, animal hooves or toenails, bones, hog bristles, hides or other animal or fish parts, including feet and feathers, food processing bulk solids or garbage.~~
 - ~~(4) — Any heated waters above forty degrees Celsius (40°C) (one hundred four degrees Fahrenheit [104°F]).~~
 - ~~(5) — Any substances containing free floating or insoluble oil, or oil or grease.~~

- ~~(6) Any substances including color, without limitation, such as dyes, wastes, paint pigments and vegetable tanning solutions.~~
 - ~~(7) Any substances that either singly or synergistically are sufficient to create a nuisance or hazard to health or to prevent the stormwater system from being operated or maintained.~~
 - ~~(8) Any bulk wastes, pollutants or debris in quantity shall be disposed of properly at a landfill, at points designated by the City Manager or through appropriate waste disposal systems.~~
 - ~~(9) Any wastes or pollutants determined to occur or discharge within the City from a platted lot, including but not limited to sediment, concrete wastes, stucco and other construction material, onto streets and/or sidewalks.~~
 - ~~(d) No person shall make any false statement, representation or certification, knowing or having reason to know it to be false, in any application, record, plan, data or document filed or required to be maintained pursuant to this Chapter.~~
 - ~~(e) No person shall falsify, tamper with or knowingly render inaccurate any stormwater sewer device.~~
 - ~~(b)(f) _____ The following are allowed discharges into have been identified as not being significant contributors of pollutants to the City's City's stormwater Stormwater drainage Drainage system System and are hereby exempted from classification as an "illicit discharge" as that term is used in the City's City's stormwater permit: uncontaminated runoff from rain or snow melt; landscape irrigation; lawn watering; diverted stream flows; irrigation return flow; rising groundwater; uncontaminated groundwater infiltration (as defined at 40 C.F.R. § 35.3005(20)); uncontaminated pumped groundwater; springs; flows from riparian habitat and wetlands; discharges in accordance with the Colorado Department of Public Health & Environment: Water Quality Control Division Low Risk Policy Discharge Guidance documents; waterline flushing; discharges from potable water sources; foundation drains; air conditioning condensation; water from crawlspace pumps; footing drains; individual residential car washing; charity car washes; dechlorinated swimming pool water; water incidental to City street-sweeping activities that is not associated with construction; flows from emergency firefighting activities; water dyed for testing processes in accordance with manufacturer recommendations; and other discharges as specifically authorized by the City's Colorado Discharge Permit System permit Permit or National Pollution Discharge Elimination System City's CDPS permit.~~
 - ~~(g) Individual lot controls. Oversight of individual construction lots sold to builders and/or homeowners who allow pollutants, especially sediment and concrete wastes and other materials, to leave their sites will be addressed and enforcement action taken pursuant to Chapter 14.16 of this Code prohibiting illegal discharges into the City's stormwater drainage system.~~
 - ~~(h) The prohibitions in this Section shall not apply to any nonstormwater discharge permitted under the NPDES, CDPS permit or CDPHE issued policy or guidance, provided that the discharge is in full compliance with all requirements of the permit, order and other applicable laws and regulations.~~
 - ~~(c) Any tap into a stormwater line made prior to 1999 that is not discharging only allowable discharges ~~described~~ described in subsection Subsection (b) above hazardous materials, (like raw sewage and motor oils and fluids) will be considered a legal/allowable non-conforming nonconforming tap until one (1) of the following occurs; at which time the time the tap must be removed and connected to the sanitary sewer system (not the Stormwater Drainage System): 1) improvement to the property, 2) change in ownership; or 3) change in use.~~
- ~~(Ord. 37, 2012 §3; Ord. 18, 2008 §4; Ord. 32, 1999 §2)~~

14.16.150 - Accidental discharges.

- (a) ~~Every property owner or other user~~ person shall ensure that the ~~stormwater~~ Stormwater Drainage system ~~System~~ is protected from accidental discharge of pollutants or prohibited materials ~~or other substances regulated by this Chapter which are discharged from the owner/user's~~ person's premises or facilities ~~at, or are within the owner/user's sole control of said person. Such protection shall be provided and maintained by the person at that person's expense.~~ Upon request by the Director of Public Works ~~or designee, an owner/user shall~~ City, a person may be required to submit detailed plans, including procedures for handling accidental discharges of pollutants or prohibited, materials ~~or substances regulated by this Chapter~~ into the ~~stormwater~~ Stormwater Drainage system ~~System~~.
- (b) ~~In case of an accidental discharge, an owner/user~~ said person shall notify the City as soon as practicable ~~immediately by telephoning the Police Department and notifying the Greeley Fire that department~~ Department of the location of the discharge, type of ~~waste or foreign~~ material, concentration, volume, and any corrective actions taken ~~or attempted~~.
- (c) ~~Within five (5) business days following an accidental discharge, an owner/user~~ said person shall submit to the Director of Public Works ~~City Manager or designee~~ a written report describing the cause of the discharge and measures to be taken ~~by the person~~ to prevent similar future occurrences. ~~The submission of a written report. Such notification does not relieve the owner/user~~ person of any expense, ~~loss, damage, or liability that may be incurred from damage to the stormwater~~ Stormwater Drainage System, system or quality of receiving waters, or any other damage to persons, or property, including applicable. ~~Such notification shall not relieve the person from any fines and, civil penalties, or other liability that may be imposed by this Chapter or other applicable law.~~ Failure to submit ~~file such a required report shall constitute a report is a Code violation.~~ separate offense under this Chapter.

(Ord. 37, 2012 §3; Ord. 32, 1999 §3)

14.16.160 - Cleanup responsibility; assessment for expenses; lien and enforcement.

~~In addition to any other requirements of this Chapter, the following shall apply:~~

- (1a) ~~A property owner—The person, entity or other user~~ corporation responsible for an unauthorized discharge shall promptly institute and complete all actions necessary to remedy the effects of an such unauthorized discharge, ~~whether sudden or gradual,~~ at no cost to the City. When deemed necessary in the interest of public health, safety, and welfare by the Fire Chief or the Director of Public Works, or their respective designees, cleanup may be initiated by the City, ~~or by a City authorized individual or firm.~~ Costs associated with such cleanup shall be borne by the owner/user, ~~operator or other person~~ responsible for the unauthorized discharge. ~~Such responsibility is in addition to any other applicable penalty or remedy as provided by law.~~
- (2b) ~~An owner/—Any person or~~ user violating any provisions of this Chapter shall be liable under any applicable federal, state or local law for any expense, loss or damage caused the City by reason of such violation, including increased costs for management or operation of the ~~stormwater~~ Stormwater Drainage system ~~System~~ when such increases are the result of the owner/user's ~~user's~~ discharge. Such liability includes, but is not limited to, reimbursement for costs of emergency response and/or City cleanup resulting from the ~~person's intentional or unintentional~~ discharge.
- (3c) ~~If an owner/a person or~~ user discharges such pollutants, substances or debris that cause the City to be in violation of any applicable law or permit and to be fined by the U.S. Environmental Protection Agency, EPA, the State or other federal or state governmental agency for such violation, such owner/user ~~shall be~~ is fully liable for reimbursement of the total amount of the fine assessed against the City and City costs, including without limitation, all legal, sampling and analytical testing costs.

- (4d) ~~— If the City incurs expenses and costs for cleanup by reason of spills providing services or illegal dumping activity, causing services to be provided and providing materials or causing materials to be provided,~~ such total costs and expenses shall be set forth in a written assessment notice to be prepared by the Director of Finance and to be mailed ~~by him or her~~ to the owner ~~/user or person in possession~~ whose duty it is to provide such services and materials. All such assessment notices shall declare that the full amount is immediately due and payable. Failure to pay any such assessment shall cause the amount to immediately become a lien against the ~~property lot, block or parcel of land owned or occupied by the person to whom the assessment notice was mailed,~~ and such lien shall have priority over all other liens except ~~the~~ general taxes and prior special assessments. Such lien shall be enforced in the same manner as the lien for special assessments is enforced under ~~section~~ Section Subsection 13.44.180(e) of this Code.
- (5e) ~~—~~ The City may bring civil suit against the owner ~~/user or person in possession~~ for the assessment of the unpaid portion thereof, described at ~~Paragraph (4)~~ Subsection (d) above, at any time after a thirty ~~(30)~~ day period. This remedy shall be in addition to and an alternative to any other remedy available ~~in this Chapter or pursuant to law.~~
- (6f) ~~—~~ Any assessment or fee ~~which shall not be paid~~ when due may be recovered in an action at law by the City. In addition to any other remedies or penalties provided by this Chapter or ~~this Code, any ordinance of the City,~~ the Administrative Hearing Officer is hereby empowered and directed to enforce this provision as to any and all delinquent owner/users. Authorized personnel under the supervision ~~The employees~~ of the Director of Public Works or designee ~~City~~ shall, at all reasonable times, have access to any property premises ~~served by the City for inspection, repair,~~ or ~~the~~ enforcement of the provisions of this Chapter.
- (7g) ~~—~~ All authorized personnel under the supervision of the Director of Public Works ~~or his or her designee~~ shall have the power to conduct inspections, give verbal direction, issue notices of violations and implement other enforcement actions under this Chapter.

~~(Ord. 37, 2012 §3; Ord. 32, 1999 §5)~~

14.16.170 - Notice of violation; stop work orders; permit termination.

- (a) ~~—~~ The Director of Public Works, ~~or his or her designee,~~ may issue a notice of violation to any ~~owner/person or~~ user who discharges material as described in this Code into the ~~Stormwater City's storm drainage system~~ Drainage System. Such notice of violation shall be issued in accordance with Section 2.09.120 of this Code. ~~This notice of violation is one (1) of many enforcement options available to the administrative authority.~~
- (b) ~~— Stop work orders.~~ When any construction activities, ~~as defined in section~~ Chapter 9.18 of this Code, are being performed in noncompliance with any provisions of this Chapter or Code or any other applicable law, rule, or regulation, the Director of Public Works, ~~or his or her designee,~~ can order the work stopped by serving written notice upon the person performing the Construction Activities ~~construction activities.~~ activity. The person shall immediately stop work until authorized in writing by the Director of Public Works, ~~or his or her designee,~~ to proceed with the work or until approval to proceed has been obtained by legal process. If the person cannot be located, the notice may be posted in a conspicuous place upon the site where Construction Activities ~~construction site.~~ construction activities are taking place. ~~The notice shall state the specific provision, law, rule or regulation that constitutes the violation.~~ The notice shall not be removed until the violation has been cured or authorization to remove the notice has been issued by the City. ~~Inspectors.~~
- (c) Any violation of a condition of a City-issued permit the City's Construction Permit in ROW/Easement or is a violation of this Chapter, Code, or other applicable law, rule, or regulation, including performing noncompliant Construction Activities ~~construction activities,~~ shall be sufficient

cause for revocation of such of the City-issued permit. The City may reinstate the permit upon proof of the correction of the noncompliance.

(Ord. 37, 2012 §3)

14.16.180 - Code ~~violation~~infraction and administrative hearing procedures.

A notice of violation issued under Section 14.16.170 above is a misdemeanorCode infraction, and shall proceed in accordance with Section 2.09.120 of this Code and shall be subject to the provisions of this Chapter and penalties as set forth in Chapter 1.33 of this Code.

(Ord. 37, 2012 §3)

~~14.16.190 - Sanctions.~~

- ~~(a) Whenever any person is in noncompliance with the provisions of this Chapter, the Hearing Officer may impose penalty fines up to the amount of one thousand dollars (\$1,000.00) per day per violation and pursue the Code infraction sanctions as defined in Chapter 1.33 of this Code and any other sanctions permitted under law. Each repeat violation must be set forth on a notice of violation form and served as set forth in Subsection 2.09.120(d) of this Code.~~
- ~~(b) Whenever the administrative authority determines a person is violating or failing to comply with any provision of this Chapter, the administrative authority may immediately issue a cessation order causing the person to immediately cease all operations which violate and fail to comply with this Chapter until such person has complied with the provisions of this Chapter. This order of cessation of activities is additional to any other penalties, sanctions or remedies contained in this Chapter or otherwise allowed by law.~~
- ~~(c) The City may seek and obtain remedies, including but not limited to civil and administrative sanctions, and temporary or permanent injunctive relief against persons for noncompliance with the provisions, standards and requirements of this Chapter.~~
- ~~(d) Permit termination. Any violation of a condition of a permit or a violation of this Chapter, or of applicable state or federal law or regulation, shall be sufficient cause for revocation of such City permit. The City may reinstate such permit upon proof of the correction of noncomplying discharge.~~

(Ord. 37, 2012 §3)

Chapter 9.18 - Grading and Soil Erosion Control

9.18.010 - Legislative findings.

The City Council hereby finds that excessive quantities of soil are eroding from certain areas that are undergoing development for nonagricultural uses such as housing and commercial developments, industrial areas, recreational facilities, and roads. This erosion makes necessary costly repairs to gullies, washed out fills, roads, and embankments. The resulting sediment clogs streets, storm sewers, and road ditches, and leaves deposits of silt in streams, lakes, and reservoirs and is considered a significant water pollutant.

~~(Ord. 37, 2012 §1; Ord. 15, 1996 §1)~~

9.18.020 - Purpose.

- (a) The purpose of this Chapter is to prevent soil erosion and sedimentation from leaving ~~areassites~~ that occur from nonagricultural development and construction ~~activities~~ within the City, by requiring proper provisions for water disposal and the protection of soil surfaces during and after construction, in order to promote the safety, public health, convenience, and general welfare of the community.
- (b) Any person who undertakes, develops, or is responsible for an undertaking ~~which involves earth disturbance i) equal to or greater than one (1) acre, or ii) less than one (1) acre that is part of a larger common plan of~~ development that involves land disturbing activity described in section 9.16.060(a) is or sale, is ultimately responsible to see that soil erosion and sedimentation, as well as resulting changed water flow characteristics ~~resulting therefrom~~, are controlled to avoid damage to property and ~~to avoid~~ pollution of receiving waters. Nothing in this Chapter shall be taken or construed as lessening or modifying the ultimate responsibility of such persons. The ~~permit~~ requirements of this Chapter do not imply the assumption of ~~responsibility any liability therefor~~ on the part of the City. The standards, criteria and requirements of this Chapter are to be seen as minimum standards which are not necessarily adequate to meet the highly variable conditions which must be covered by effective control measures. Compliance with the requirements of this Chapter may not, therefore, of itself discharge a person's ~~such person's~~ responsibility to provide effective control measures.

~~(Ord. 37, 2012 §1; Ord. 15, 1996 §1)~~

9.18.030 - Definitions.

Common Plan of Development or Sale means contiguous (within one-quarter (1/4) mile of each other) multiple, separate, and distinct Construction Activities that may be taking place at different times on different schedules, but remain related because they share the same builder, contractor, equipment, or storage areas.

~~Unless the context specifically indicates otherwise, the following terms and phrases, as used in this Chapter, shall have the following meanings:~~

~~Best Management Practices (BMPs) means schedules of activities, prohibitions of practices, maintenance procedures and other management practices to prevent or reduce the pollution of State Waters. Best Management Practices (BMPs) also include treatment requirements, operating procedures and practices to control construction site runoff.~~

~~City Inspector means the person authorized by the City Engineer, or the City Engineer's designee, to inspect a site for the purpose of determining compliance with the provisions of this Chapter.~~

~~Construction activities means clearing, grading, excavation, installing or improving roads, creating staging areas, stockpiling fill materials, borrow areas, and compacting associated with stabilization of structures, but and other ground disturbance activities. Construction activities does not include routine maintenance performed by public agencies or their agents to maintain original line grade, hydraulic capacity, or the original purpose of a facility.~~

~~CSESCP (Construction Site Erosion and Sediment Control Plan) or CSESCP means a plan submitted to the City that addresses erosion, sediment and waste control, and water quality issues pertaining to the site containing. This plan shall contain such information as site description, location, and description of appropriate best management practices as that term is defined in Chapter 14.15 temporary and/or permanent BMPs, maintenance procedures, and all other matters necessary or appropriate to comply with the provisions of this Chapter and the City of Greeley Storm Drainage Design Volume II Criteria and Construction Specifications Manual.~~

~~Final Stabilization means the condition reached when all land disturbing activities at a development site have been completed, and a uniform vegetative cover has been established with an individual plant density of at least seventy percent (70%) of pre-disturbance levels or equivalent permanent physical erosion reduction methods have been employed.~~

~~Land Disturbing Activity Developer means a person who undertakes land development activities.~~

~~Development means any activity that results in a , excavation or fill, alteration, subdivision, change in the existing land surface, use or practice, undertaken by private or public entities, that may affect the discharge of stormwater runoff. Development does not include the maintenance of stormwater runoff facilities.~~

~~Disturbed area means that area of the land's surface disturbed by any work activity upon the property by means including but not limited to Construction Activities, but does not include tillinggrading; excavating; stockpiling soil, fill or other materials; clearing; vegetation removal; removal or deposit of any rock, soil or other materials; or other activities which expose soil. Disturbed area does not include the tillage of land that is zoned agricultural land.~~

~~Stormwater Owner means any individual, partnership, limited liability company, corporation or other legal entity that has any legal title or equitable ownership interest in the real property.~~

~~Permanent BMPs means those permanent stormwater quality BMPs that are properly installed and regularly maintained in order to treat stormwater runoff, snow melt runoff, and surface runoff and drainage, ensure long term water quality enhancements.~~

~~SWMP (Stormwater Management Person means anyone that has legal or contractual rights and obligations with the construction activities, including but not limited to the developer, land owner, contractor or homeowners.~~

~~*Plan*) means a plan for receiving, handling, means a document, approved at the site design phase, that outlines the measures and transporting practices used to control stormwater within runoff at a site.~~

~~*State Waters* means "State Waters" as defined by the Colorado Water Quality Control Act (CWQCA), and includes "any and all surface and subsurface waters which are contained in or flow in or through this State, but [do] not include waters in sewage systems, waters in treatment works of disposal systems, waters in potable water distribution systems and all water withdrawn for use until use and treatment have been completed."~~

~~*Stop work order* means an order issued by the City which requires that all construction activity on a development, or part thereof, be stopped.~~

~~*Stormwater discharge permit* means a permit issued to a developer or other person that will be disturbing one (1) acre or more of soil or less than one (1) acre when part of a larger common plan of development, by the Colorado Department of Public Health and Environment, Water Quality Control Division, to discharge stormwater runoff from construction site activities.~~

~~*Stormwater drainage system* means any man-made improvement or conveyance intended for stormwater runoff from real property, including but not limited to open channels, streets, gutters, catch basins, underground pipes, ditches, swales, detention ponds, retention ponds and lakes.~~

~~(Ord. 37, 2012 §1)~~

9.18.040 - Compliance with Chapter required for site plan or plat approval.

No applicable site plan, plot plan, plat, or replat ~~will~~shall be approved unless it includes said site plan, plot plan or plat shall include soil erosion and sediment control measures consistent with the requirements of this Chapter and related land development regulations.

(a) Control measures must be implemented for the development area and associated Construction Activities for the time starting with initial Land Disturbing Activity until Final Stabilization. Adequate control measures must be selected, designed, installed, implemented, and maintained to provide control of all potential discharges into the City's stormwater drainage system from Construction Activities.

~~(b)(Ord. 37, 2012 §1; Ord. 15, 1996 §1)~~

~~9.18.050—Adoption by reference of erosion, sediment and waste control criteria.~~

There is hereby adopted by reference, as a part of this Chapter as if fully set forth herein, that certain code consisting of the published criteria of the City known as "Erosion and Sediment Control for Construction Activities," as the same may be amended from time to time. The site plan must locate and identify all structural and non-structural control measures for the applicable Construction Activities, including installation and implementation specifications for all structural controls City Engineer, or a reference to the document that does contain those specifications. The site plan must also include a narrative description of non-structural control measures.

9.18.050 - Adoption of manuals by reference.

As criteria for stormwater drainage design and Construction Activities the most recent edition and revisions of the City's Storm Drainage Design Criteria and Construction Specifications Manual and the Urban Drainage and Flood Control District's Urban Storm Drainage Criteria Manual are both hereby adopted by reference as if fully set forth herein. The Director of Public Works or the City Engineer's designee, shall apply the criteria contained in these manuals that code, with this Code taking first priority, in the administration of this Chapter, with the Storm Drainage Design Criteria and Construction Specifications Manual taking first priority.

(Ord. 37, 2012 §1; Ord. 15, 1996 §1)

9.18.060 - City Permits and fees.

(a) Grading permit. A City grading permit is required for any development involving Land Disturbing Activity that is:

(1+) equal to or greater than one (1) acre;

(2- or ii) less than one (1) acre if the construction activities are part of a larger common plan of development or sale within the City; or which falls under the jurisdiction of the State Department of Public Health and Environment, Water Quality Control Commission, including regulations for the State Discharge Permit System.

(3) an area of any size that, due to the nature of its topography or location, provides a potential for negative impact on the City's stormwater facilities, streets, or receiving waters, and will have a detrimental effect upon the public welfare or upon the watershed.

The Director of Public Works or designee shall identify such development sites and provide written notice to the property owner and/or developer with instructions to obtain a grading permit and prepare a CSESCP and SWMP prior to beginning or continuing grading activities.

(b) Permit requirement. Unless~~Except as~~ exempted by this Chapter, no person shall conduct Construction Activities~~do any grading, stripping, excavating or filling~~ or undertake any Land Disturbing Activity~~earth disturbance~~ within the City, without City's jurisdiction, unless a City~~valid~~ grading permit. Issuance of a grading permit is issued by the City. Permit issuance by the City does not exempt parties from obtaining other applicable permits required by the City, state (in particular, a "Stormwater Discharges Associated with Construction Activities Permit from Colorado Department of Public Health and Environment: Water Quality Division") or State or the federal government.

(c) Permit application. A separate application is required for each grading permit. Prior to grading permit issuance, a CSESCP and SWMP must be submitted to, and reviewed and approved by the Director of Public Works or designee.~~Permit application contents. A separate application is~~ shall be required for each grading permit, including a copy of the State general or individual permit for stormwater discharges, in accordance with the CSESCP and SWMP approved by the Director of Public Works or designee.~~Stormwater Management Plan, including erosion and sediment control plan, pursuant to requirements of this Chapter.~~

(d) —Every application for a permit must be accompanied by the appropriate fee as set in accordance with Section 1.05.010 of this Code.~~Fees for City permits are set out in the Storm Drainage Design Criteria and Construction Specifications Manual.~~

~~(d) — Stormwater Management Plan. The plans and specifications required for the permit shall include a Stormwater Management Plan (SWMP) prepared in accordance with the construction guidelines available from the State Department of Public Health and Environment. The SWMP shall include a CSESCP pursuant to the requirements and criteria enacted by this Chapter.~~

~~(e) — Fees. At the time of filing an application for a grading permit, a nonrefundable filing fee shall be paid to the Director of Finance. An additional nonrefundable fee will be charged for plan review and site inspections. The fees authorized by this Section shall be determined by the City Manager in accordance with Section 1.05.010 of this Code.~~

~~(Ord. 37, 2012 §1; Ord. 26, 2011 §1; Ord. 15, 1996 §1)~~

9.18.070 - Time.

A permit-holder~~The permittee~~ shall comply with all of the provisions of this Chapter and all of the terms and conditions of the grading permit, and shall complete all of the work contemplated under the grading permit within the time limit specified in the grading permit, or within one ~~(1) year~~hundred eighty (180) days after the date of issuance of the grading permit, whichever is earlier. If the ~~permit-holder~~permittee is unable to complete the work within the specified time, at least ten (10) days prior to the expiration of the permit, a written request to the ~~Director of Public Works or designee~~City Engineer for an extension of time ~~must~~shall be submitted setting forth the reasons for the requested extension. In the event such an extension is warranted, the ~~Director of Public Works or designee~~City Engineer may grant additional time for the completion of the work up to one hundred eighty (180) days, but no such extension shall constitute a ~~release the owner~~ from any requirements of this Chapter.

~~(Ord. 37, 2012 §1; Ord. 15, 1996 §1)~~

9.18.080 - Failure to complete the work.

In the event the ~~permit-holder~~permittee fails to complete the work or fails to comply with all the requirements, conditions, and terms of ~~the~~ permit, the ~~Director of Public Works or designee~~City Engineer may order completion of such work as is necessary to eliminate any danger to persons or property,; to leave the site in a safe condition,; and ~~for~~ completion of all necessary ~~temporary or permanent~~ soil erosion control measures.

~~(Ord. 37, 2012 §1; Ord. 15, 1996 §1)~~

9.18.090 - Denial of permit.

Grading permits will~~shall~~ not be issued where:

~~(a1)~~ The proposed work would cause foreseeable hazards to the public safety and welfare;

~~(b2)~~ The work would, as proposed by the applicant, will cause damage to any public or private property,; interfere with any existing drainage course and cause to the extent damage ~~may occur~~ to an adjacent property,; result in the deposit of debris or

sediment on any public way or into any waterway, or create an unreasonable hazard to persons or property;

(3c) The ~~land~~ area for which grading is proposed is subject to geological hazard to the extent that no reasonable amount of corrective work will eliminate or sufficiently reduce earth settlement, slope instability, or any other ~~such~~ hazard to persons or property; or

(4d) The ~~land~~ area ~~for~~ on which ~~the~~ grading is proposed ~~lies~~ ~~lays~~ within the designated floodplain of any stream or watercourse unless a hydrologic report, prepared by a professional engineer, is submitted to certify that the proposed grading will have, ~~in his or her professional opinion~~, no detrimental influence on the public welfare or upon the ~~total development of the~~ watershed and is consistent with ~~the~~ floodplain ordinances and Federal Emergency Management Agency regulations.

~~(Ord. 37, 2012 §1; Ord. 15, 1996 §1)~~

9.18.100 - Modifications of approved plans.

Major proposed modifications of an approved CSESCP must be submitted with all supporting materials to the Director of Public Works or designee. ~~City Engineer~~. No work in connection with major proposed modifications shall be permitted without prior approval of the Director of Public Works or designee. ~~All changes in hydrology constitute City Engineer. Major proposed modifications. In addition, are defined as all changes in hydrology.~~ Field conditions may require ongoing modifications to site soil and erosion control plans. ~~Minor modifications to these plans are considered to be BMP substitutions that are equivalent in performance or more suitable to the specific site conditions. Approval of modifications may be issued when the applicant demonstrates that the modifications will provide soil erosion controls equivalent to or better than the originally approved CSESCP.~~

~~(Ord. 37, 2012 §1; Ord. 15, 1996 §1)~~

9.18.110 - Responsibility of ~~permit-holder~~ permittee.

During Construction Activities and until Final Stabilization, the ~~permit-holder~~ grading operations, the ~~permittee~~ shall be responsible for:

(1a) The prevention of damage to any public utilities or services within the ~~limits or grading~~ area in which Land Disturbing Activity is taking place and along any routes of travel of ~~the~~ equipment.

(2b) The prevention of damage to adjacent property.

(3c) Carrying out the proposed work in accordance with the approved plans and in compliance with all the requirements of any permits ~~the permit~~ and this Chapter.

(4d) The prompt removal of all soil, debris, and materials deposited on public streets, highways, sidewalks, or other public thoroughfares or any other nonauthorized off-site location, including transit routes to and from the construction site, or elsewhere ~~otherwise~~, where such deposits may constitute a public nuisance, trespass, or hazard.

(5e) Implementing and maintaining control measures for control sediment and erosion within the permitted area and associated Land Disturbing Activity.

~~(Ord. 37, 2012 §1; Ord. 15, 1996 §1)~~

9.18.120 - General requirements.

The following requirements must be met for Land Disturbing Activity~~earth-disturbance~~ authorized pursuant to a grading permit:

- (4a) All temporary erosion control facilities and all permanent facilities intended to control erosion ~~of any earth-disturbance operation~~ shall be installed before any Land Disturbing Activity ~~takes earth-disturbance operations take~~ place, if practicable.
- (2b) Any Land Disturbing Activity~~earth-disturbances~~ shall be conducted in such a manner so as to effectively reduce accelerated soil erosion and resulting sedimentation, and should not exceed the erosion expected to occur for the area ~~if site in its totally undeveloped-state~~.
- (3c) All persons engaged in Land Disturbing Activity~~earth-disturbances~~ shall design, implement and maintain ~~acceptable~~ soil erosion and sedimentation control measures, in conformance with the erosion control technical standards adopted by the City contained in the Storm Drainage Design Criteria and Construction Specifications Manual and Urban Drainage and Flood Control District's Urban Storm Drainage Criteria Manual.
- (4d) All Land Disturbing Activity~~earth-disturbances~~ shall be designed, ~~constructed~~ and completed in such a manner so that the change in existing exposed area of any disturbed land ~~surface is~~ shall be limited to the ~~a~~ minimum period of time.
- (5e) Sediment caused by accelerated soil erosion shall be removed, to the maximum extent practicable, from runoff water before it leaves the area ~~site~~ of the Land Disturbing Activity~~earth-disturbance~~.
- (6f) Any temporary or permanent facility designed and constructed for the conveyance of water around, through, or from the area of Land Disturbing Activity~~earth-disturbance area~~ shall be designed to limit the water flow to a nonerosive velocity.
- (7g) Temporary soil erosion control measures~~facilities~~ shall be removed and disturbed~~earth-disturbance~~ areas graded and stabilized with permanent soil erosion control measures pursuant to standards and specifications prescribed in accordance with the provisions of the SWMP ~~plan~~, applicable regulations, and the grading permit.
- (8h) Permanent soil erosion control measures for all slopes, channels, ditches, or any disturbed ~~land~~ area shall be completed within fourteen (14) calendar days, depending on climate conditions, after final Stabilization~~grading or the final earth-disturbance~~ has been completed. When it is not possible to permanently stabilize an a disturbed area after Land Disturbing Activity~~an earth-disturbance~~ has ceased~~been completed or where significant earth-disturbance activity ceases~~, adequate temporary soil erosion control measures in compliance with the Storm Drainage Design Criteria and Construction Specifications Manual and Urban Drainage and Flood Control District's Urban Storm Drainage Criteria Manual shall be implemented within fourteen (14) calendar days

depending on climate conditions. All temporary soil erosion control measures shall be maintained until permanent soil erosion measures are implemented.

~~(Ord. 37, 2012 §1; Ord. 15, 1996 §1)~~

9.18.130 - Maintenance requirements.

Persons carrying out soil erosion and sediment control measures required by this Chapter, and all subsequent owners of property upon which such measures have been taken, shall maintain all permanent erosion control measures such as retaining walls, structures, plantings, and other protective devices. Should the ~~applicant or subsequent property owners fail to adequately maintain the~~ permanent erosion control facilities fail to be maintained, the City reserves the right and authority to enter the affected property, provide needed maintenance, and ~~be reimbursed~~charge the owner for the cost of work performed.

~~(Ord. 37, 2012 §1; Ord. 15, 1996 §1)~~

9.18.140 - Grading permit/soil and erosion control plan requirements.

All CSESCPs and specifications, including modifications of previously approved plans, shall include design standards for erosion, sediment and waste control in accordance with the Storm Drainage Design Criteria and Construction Specifications Manual Stormwater City's Design Criteria Manual and Urban Drainage and Flood Control District's Urban Storm Drainage Criteria Manual, Volume 2, as amended from time to time. Soil and erosion control plans are required ~~for on the following sites:~~

- ~~(1) Development having construction activity including clearing, grading and excavation activities that result in the disturbance of land equal to or greater than one (1) acre which are not part of a larger common plan of development described in section 9.18.060(a), or sale.~~
- ~~(2) Development having construction activity including clearing, grading and excavation activities that result in the disturbance of land less than one (1) acre if part of a larger common plan of development or sale.~~
- ~~(3) Other sites not included in Paragraph (1) or (2) above but which, due to the nature of their topography or location, provide a potential for significant negative impact on the City's stormwater facilities, streets or receiving waters. The Director of Public Works or designee City Engineer shall identify such sites and provide written notice to the property owner and/or developer with instructions to obtain a grading permit and prepare a CSESCP prior to beginning or continuing grading activities.~~

~~(Ord. 37, 2012 §1; Ord. 43, 2003 §1; Ord. 15, 1996 §1)~~

9.18.150 - Exemptions~~Variances and exceptions~~.

~~(a)~~ No grading permits ~~will~~shall be required for the following:

- ~~(1a)~~ Agricultural use of land zoned ~~holding~~ agricultural.
- ~~(2b)~~ Grading or excavations below finished grade for basements, footings, retaining walls, or other structures ~~on plots zoned RL—RH~~, that result in land Disturbing

~~Activity of disturbance of~~ less than one (1) acre in size and are not part of a ~~Common larger~~ plan of development or sale, unless required ~~by section pursuant to Paragraph 9.18.140.(2).~~

- (3c) A sidewalk or driveway, authorized by a valid permit, that is less than one (1) acre in size and not part of a Common Plan of Development or Sale.
- (4d) Gravel, sand, dirt, or topsoil removal as ~~approved~~authorized by the state Mined Land Reclamation Board, provided that ~~said~~ approval includes an erosion plan that meets the ~~minimum~~ requirements specified by this Chapter.
- (5e) Upon sites where the Director of Public Works or designee~~City Engineer~~ certifies in writing that the planned work, ~~and the~~ final structures, or topographical changes ~~do will not result in or contribute to soil erosion or sedimentation; will not meet the conditions described interfere with any existing drainage course in sections 9.16.060(a)(3) such a manner as to cause damage to any adjacent property; will not result in the deposit of debris or 9.18.080(2). sediment on any public way; will not present any hazard to any persons or property; and will have no detrimental effect upon the public welfare or upon the total development of the watershed.~~
- (6f) Even though ~~no~~ permits are not required under ~~sections Paragraphs~~ (a)(1) through (5) above, those operations and construction activities which are exempted from obtaining permits must comply with the rules and regulations concerning grading and erosion specified in this Chapter, and shall provide appropriate controls to retain any eroded soil ~~erosion~~ on the construction site.

~~(b) —Where it is alleged that there is error or misinterpretation in any order, requirement, decision, grant or refusal made by the City Engineer, the Director of Public Works may hear appeals regarding the decisions of the City Engineer to determine if the decisions of the City Engineer were based on a misinterpretation of the requirements of this Chapter and referenced criteria. The decision of the Public Works Director shall be final.~~

~~(Ord. 37, 2012 §1; Ord. 43, 2003 §2; Ord. 15, 1996 §1)~~

9.18.160 - Inspection, control and stop work orders.

- (a) The requirements of this Chapter shall be enforced by the Director of Public Works or ~~his or her~~ designee. The Director of Public Works or ~~his or her~~ designee shall have the authority to inspect the work; and require the property owner and/or developer to obtain services for adequate on-site inspection, including compaction testing by an acceptable soil engineer, if determined necessary unless he or she determines that such inspection requirements may be waived due to the nonhazardous nature of the grading.
- ~~(bc)~~ (b) —Upon satisfactory execution of all approved grading plans and other requirements, the Director of Public Works or his or her designee may issue a certification of completion. If the Director of Public Works or ~~his or her~~ designee finds any existing conditions not in conformance with any application, grading permit or approved plan, he or she may refuse to approve further work until a revised SWMP plan which conforms to the existing condition has been prepared and approved.

~~(c) If the Director of Public Works or his or her~~ designee finds that eroded soils are leaving the ~~area where Construction Activities are occurring~~ construction site, the Director of Public Works or ~~his or her~~ designee may ~~order the property~~ direct by written order the owner and/or developer, his or her agent or contractor to install any and all erosion controls that are deemed necessary to prevent said soil erosion from migrating off site. ~~It shall be the duty of the permittee to immediately take all necessary steps to comply with such order and otherwise to take all necessary steps to prevent such soils migrating off premises or entering receiving waters. Delivery of such a written order by the Director of Public Works or his or her designee to the owner's agent or contractor shall be deemed to be notice thereof to and binding upon the owner.~~

~~(cd)~~ Stop work orders. When any construction activities are being performed in noncompliance with any provisions of this Chapter or any other applicable law, rule or regulation, the Director of Public Works or ~~his or her~~ designee ~~may~~ can order the work stopped by serving written notice upon the person performing the Construction Activities describing the violation ~~activity~~. The person should immediately stop work and not proceed with any work until written approval to proceed has been obtained from the Director of Public Works or designee ~~City~~. If the person cannot be located, the notice may be posted in a conspicuous place upon the site or construction site. ~~The notice shall state the Construction Activities specific provision, law, rule or regulation that constitutes the violation.~~ The notice shall not be removed until the violation has been cured or authorization to remove the notice has been issued by the Director of Public Works or designee ~~City Inspectors~~.

~~(d) Developed property.~~ ~~(e) Individual lot controls.~~ Oversight of developed property from which individual construction lots sold to builders and/or homeowners who allow pollutants, especially sediment, ~~and~~ concrete wastes, and other materials are allowed, to spread ~~are leave their sites will be~~ addressed and enforced ~~pursuant enforcement action taken pursuant to Chapter 14.16 of this Code, prohibiting illegal discharges into the City's stormwater drainage system.~~

~~(Ord. 37, 2012 §1; Ord. 15, 1996 §1)~~

9.18.170 - Notice of violation.

The Director of Public Works or designee ~~his or her designee~~ may issue a notice of violation to any property owner and/or developer, owner or person who has not obtained a grading permit pursuant to this Chapter, or has failed ~~fails~~ to implement at their CSESCP and maintain the site BMPs as proscribed in the CSESCP ~~erosion and sediment control plan~~. Such notice of violation shall be issued in accordance with Section 2.09.120 of this Code.

~~(Ord. 37, 2012 §1)~~

9.18.180 - Code violation ~~and administrative hearing procedures.~~

(a) A notice of violation noticed ~~issued~~ under this Chapter shall be deemed a misdemeanor ~~Section 9.18.170 above is a code~~ infraction and shall proceed in accordance with Section 2.09.120 of this Code and shall be subject to penalties ~~as~~ set forth in Chapter 1.33 of this Code.

(b) In addition, if a permit-holder violates a condition of a City-issued grading permit, this Chapter, or applicable state or federal laws or regulations regarding Construction Activities, the City shall revoke the grading permit. The City may reinstate the permit upon a showing of proof that the noncompliance has been corrected.

~~(Ord. 37, 2012 §1)~~

~~9.18.190—Penalties and enforcement.~~

- ~~(a) Whenever any person is in noncompliance with the provisions of this Chapter, the hearing officer may impose penalty fines up to the amount of one thousand dollars (\$1,000.00) per day per violation and pursue the code infraction sanctions as defined in Chapter 1.33 of this Code and any other sanctions permitted under law. Each repeat violation must be set forth on a notice of violation form and served as set forth in Subsection 2.09.120(d) of this Code.~~
- ~~(b) Whenever the administrative authority determines a person is violating or failing to comply with any provision of this Chapter, the administrative authority may immediately issue a cessation order causing the person to immediately cease all operations which violate and fail to comply with this Chapter until such person has complied with the provisions of this Chapter. This order of cessation of activities is additional to any other penalties, sanctions or remedies contained in this Chapter or otherwise allowed by law.~~
- ~~(c) The City may seek and obtain remedies, including but not limited to civil and administrative sanctions and temporary or permanent injunctive relief against persons for noncompliance with the provisions, standards and requirements of this Chapter.~~
- ~~(d) Any fee which shall not be paid when due may be recovered in an action at law by the City. In addition to any other remedies or penalties provided by this Chapter or any ordinance of the City, the administrative hearing officer is hereby empowered and directed to enforce this provision as to any and all delinquent users. The employees of the City shall, at all reasonable times, have access to any premises served by the City for inspection, repair or the enforcement of the provisions of this Chapter.~~

~~(Ord. 37, 2012 §1; Ord. 46, 2006 §1; Ord. 15, 1996 §1)~~

Chapter 14.15 - Stormwater Management Program

14.15.010 - Declaration of purpose.

- (a) —The City Council hereby finds, determines and declares that providing stormwater facilities for the drainage and control of flood and surface waters within the City, including areas to be subdivided and developed, is necessary in order that storm and surface waters may be properly drained, treated and controlled and is necessary to protect the health, property, safety and welfare of the City and its inhabitants.
- (b) —The City Council further finds, determines and declares that the owners of all real property within the City are the ultimate beneficiaries and users of the City's stormwater Drainage system and should pay a portion of the costs of providing, maintaining and administering the facilities, ~~maintenance and administration~~ necessary for the reasonable control of stormwater.
- (c) —The City Council further finds, determines and declares that dedicated funding for stormwater management is needed.
- (d) —The City Council further finds that the appropriate way to establish and administer this program is by establishing a Stormwater Management Program as an enterprise fund operation of the City.

~~(Ord. 37, 2012 §2; Ord. 91, 2001 §1; Ord. 5, 1995 §1(part))~~

14.15.020 - Definitions.

~~Control Measures~~Best Management Practices (BMPs) shall mean methods that have been determined to be the most effective, practical means BMPs (best of preventing or reducing pollution from stormwater runoff. These include schedules of activities, prohibitions of practices, maintenance procedures and other management practices) or other ~~—BMPs also include treatment requirements,~~ operating procedures of methods used to prevent or reduce the discharge of pollutants and practices to the City's Stormwater Drainage System from control plant or construction site runoff, spillage, and or leaks, and can include the installation, operation, sludge or waste disposal or drainage from raw material storage.

~~City shall mean the City of Greeley including staff and~~ maintenance of structural control~~selected and treatment devices, appointed officials.~~

~~Detention shall mean the collection and temporary storage of stormwater in such a manner as~~ landscape buffers and swales, modular block porous pavement, and detention basins and proprietary to provide treatment through physical, chemical or biological processes, with subsequent gradual release of the stormwater.

~~Impervious Area means areas covered in~~ Developed land shall mean land on which any part of its surface has been modified by the works of humans in such a way that prevents the land's and's natural ability to absorb and infiltrate typical hold precipitation and irrigation events, like roofs, walkways, patios, driveways, parking lots, storage areas, concrete and asphalt, and any other continuous watertight pavement or covering, has been reduced.

MS4 Permit means the COLORADO DISCHARGING PERMITTING SYSTEM GENERAL PERMIT STORMWATER DISCHARGES ASSOCIATED WITH MUNICIPAL SEPARATE STORM SEWER SYSTEM issued by the Colorado Department of Public Health and Environment under which the Stormwater Drainage System operates.

Formatted: Table Normal1

Formatted: Font: (Default) Calibri, 10 pt

~~Stormwater Drainage System~~
~~Drainage basin shall mean the watershed area contributing stormwater to the stormwater system.~~

~~Impervious surface shall mean a surface that has been compacted or covered so that it is highly resistant to infiltration by water.~~

~~Owner means any man-made improvement or conveyance intended for stormwater runoff from individual, partnership, limited liability company, corporation or other legal entity that has any legal title or equitable ownership interest in the real property.~~

~~Permanent BMPs means those permanent stormwater quality BMPs, including but not limited to open channels, streets, gutters, catch basins, grass buffers and swales, modular block porous pavement, porous pavement and landscape detention, extended detention basins and proprietary (underground pipes, ditches, swales, detention or retention ponds,) BMPs to be properly installed and regularly maintained in order to treat stormwater runoff and ensure long-term water quality enhancements.~~

~~Retention shall mean the prevention of, or to prevent the discharge of, a given volume of stormwater runoff into surface waters by permanent storage.~~

~~Stormwater shall mean the flow of surface water that results from and occurs following a precipitation event or irrigation return flow.~~

~~Stormwater Board shall mean the five (5) persons appointed by City Council and shall hereinafter be referred to as the Board.~~

~~Stormwater management shall mean all activities related to the administration, planning, master planning, financing, construction, operation and maintenance of the stormwater system.~~

~~Stormwater management plan shall mean a plan for receiving, handling and transporting stormwater within the City stormwater system.~~

~~Stormwater Management Program shall be operated as an enterprise following the accepted principles and procedures established by the Governmental Accounting Standards Board as a publicly held "Enterprise Fund."~~

~~Stormwater system shall mean all natural and manmade elements, facilities, structures, equipment and land that are used for or incidental to the conveyance, control, treatment or disposition of stormwater.~~

~~Surface waters shall mean all water naturally open to the atmosphere (rivers, lakes, reservoirs, ponds, streams, impoundments, seas, etc.) and all springs, wells or other collectors directly influenced by surface water.~~

~~Undeveloped land shall mean land that has not been altered or on which no development has been constructed.~~

~~(Ord. 31, 2013 §1; Ord. 37, 2012 §2; Ord. 18, 2008 §1; Ord. 70, 2002 §1; Ord. 91, 2001 §1; Ord. 5, 1995 §1(part))~~

14.15.030 - Creation of Stormwater Management Program.

There is hereby created a Stormwater Management Program of the City empowered to implement the provisions of this Chapter.

~~(Ord. 37, 2012 §2; Ord. 91, 2001 §1; Ord. 5, 1995 §1(part))~~

14.15.040 - Administration by City Manager.

The administration of the provisions of this Chapter ~~is hereby vested in and~~ shall be exercised by the City Manager, who may prescribe forms, rules, and regulations in conformity with this Chapter or for the ascertainment, computation, and collection of fees imposed hereunder and for the proper administration and enforcement hereof. The City Manager may delegate the administration of this Chapter or any part thereof, subject to the limitations of the Charter and Code of the City, to duly qualified ~~employees~~ deputies and agents of the City.

~~(Ord. 37, 2012 §2; Ord. 91, 2001 §1; Ord. 5, 1995 §1(part))~~

14.15.050 - Creation of Stormwater Board.

There is hereby created a board to be known as the "Stormwater Board," ~~hereinafter referred to in this Chapter as the "Board,"~~ to assist in administration of this Chapter. The Board shall consist of five (5) members appointed by the City Council. ~~The Department of Public Works shall be responsible for developing plans, establishing proposed design and construction standards and evaluating proposals from subdividers and developers.~~

~~(Ord. 31, 2013 §1; Ord. 37, 2012 §2; Ord. 70, 2002 §1; Ord. 91, 2001 §1; Ord. 5, 1995 §1(part))~~

14.15.060 - Comprehensive stormwater management plan.

The purpose of The Stormwater Management Program shall be to develop a comprehensive stormwater management plan for the City based on sound engineering studies that indicate the location of all facilities in the City, including those facilities that currently exist and those determined to be needed and ~~that are~~ intended to be constructed in the future. ~~The City Council may adopt the comprehensive stormwater management plan is described in the City's Storm Drainage Design Criteria and Construction Specifications Manual and serves to by resolution upon recommendation of the Board. All substantial modifications or amendments shall also be made by resolution of the City Council upon recommendation of Council or of the Board. Such plan shall~~ guide the Stormwater Management Program in the construction, operation, and maintenance of the stormwater Drainage system. The City shall, in all ways and within the limits of its powers, solicit adjacent municipalities, and ~~Weld~~ the County to cooperate in providing stormwater facilities in drainage basins, ~~or parts thereof,~~ extending outside the City limits and in general, to carry out the stormwater management plan ~~developed therein. Maps showing all drainage basins and proposed facilities shall be furnished to the County Commissioners for their use in this matter, as they are requested and become available and updated.~~

~~(Ord. 37, 2012 §2; Ord. 91, 2001 §1; Ord. 5, 1995 §1(part))~~

14.15.070 - Duties of Stormwater Board.

- (a) —The Stormwater Board shall make recommendations to the City Council on all matters concerning stormwater management, priorities, policies, fees, and procedures.
- (b) —The Board shall also review and make recommendations to the City Council on the ~~comprehensive stormwater management plan, and any proposed amendments thereto.~~

(c) The Board shall recommend the facilities needed to provide an adequate stormwater Drainage system. Such recommendations shall include the following:

- (1) The facilities to be constructed.
- (2) The prioritization and schedule for construction of facilities.
- (3) The method of assessing fees against property.
- (4) Apportionment of the cost of new facilities to be assessed against ~~the~~ property and the portion, if any, of such cost which should be paid by the City.
- (5) Long-range plans ~~not only in the ensuing five year proposed capital improvement budget, but also longer periods of time.~~

Before making recommendation for any project, the Board shall analyze the project and compare the benefits to be achieved with the anticipated cost of the project.

(d) The Board shall annually recommend stormwater rates, including the Stormwater Drainage Development Impact~~drainage-development~~ fees imposed pursuant to Chapter 4.64 of this Code, which need not be uniform for all classes of users. Rates shall include all costs for the construction, reconstruction, replacement, rehabilitation, and improvement of the stormwater Drainage system.

(e) The Board shall make recommendations to the City Manager for expenditures for the stormwater Drainage system annual budget.

(f) The Board shall also hear the appeal of any owner of property in the City who disputes the amount of the Stormwater Management Program fee made against ~~such owner's~~ property or who disputes any determination made by or on behalf of the City pursuant to and by authority of this Chapter. After hearing, the Board may make such revision or modification of such fee or determination as it shall deem appropriate, ~~in accordance with Section 14.15.180.~~

~~(Ord. 37, 2012 §2; Ord. 91, 2001 §1; Ord. 5, 1995 §1(part))~~

14.15.080 - Stormwater Management Program fee.

(a) There is hereby imposed on each and every property within the City and upon the owners thereof a Stormwater Management Program fee. This fee is deemed reasonable and is necessary to pay for the construction, reconstruction, maintenance, replacement, and improvement of the City stormwater drainage facilities and of such future stormwater drainage facilities as may be required, and to pay for the design, right-of-way acquisition, and construction or reconstruction of stormwater drainage facilities to the extent that such costs have been determined not to be the responsibility of developed properties. All of the proceeds of the Stormwater Management Program~~this~~ fee are deemed to be in payment for use of the City's stormwater Drainage system by the ~~real~~ property on which the fee is imposed and by the owners thereof. This fee is in addition to and not in replacement of the Stormwater Drainage Development Impact fees~~drainage fee for new development~~ imposed pursuant to Chapter 4.64 of this Code.

(b) The Stormwater Board shall provide recommendations as to the amount of the Stormwater Management Program fee to the City Manager. The recommendations will be based on a

property's potential to produce stormwater runoff. The City Manager shall be responsible for establishing the amount of the Stormwater Management Program fee in accordance with Section 1.05.010 of this Code.

- (c) ~~Property owners who have provided stormwater management facilities~~ operating and are consistent with the stormwater management plan, may request a reduction in the Stormwater Management Program fee from fee. ~~The schedule of the Stormwater fee assessed against individual properties shall be recommended by the Board and shall be based upon the property's potential to produce stormwater runoff. The Board shall set forth its determination as to the appropriate amount of the fee by resolution.~~

~~(Ord. 37, 2012 §2; Ord. 26, 2011 §1; Ord. 41, 2003 §2; Ord. 91, 2001 §1)~~

14.15.090 - Stormwater Management Program Fund.

- (a) ~~All Stormwater Management Program fees collected by the City and such other funds/moneys as might be~~ available to the City for the purposes of this Chapter shall be deposited into a special fund which is hereby created, known as the "Stormwater Management Program Fund." The Stormwater Management Program. ~~Such~~ fund shall be used for the purpose of paying the costs of stormwater drainage facilities to be constructed and the operation, operations, administration, repairs, and maintenance of the existing stormwater drainage facilities of the City.
- (b) ~~All amounts available in the Stormwater Management Program Fund shall such fund,~~ from time to time, ~~shall~~ be invested by the Director of Finance in investments proper for City funds. ~~All funds collected pursuant to the provisions of this Chapter for operation, administration, maintenance and construction of stormwater facilities shall be separately designated as such and shall be used solely for those purposes.~~

~~(Ord. 37, 2012 §2; Ord. 91, 2001 §1)~~

14.15.100 - Development Infrastructure Fund.

The Stormwater Drainage Development Impact ~~The drainage development~~ fees currently collected pursuant to Chapter 4.64 and deposited in the separate account of the Development Infrastructure Fund pursuant to that Chapter shall be ~~placed and~~ administered by the Stormwater Management Program and expended in accordance with the provisions of Chapter 4.64 and Section 5-6 of the Greeley Charter.

~~(Ord. 37, 2012 §2; Ord. 41, 2003 §2; Ord. 91, 2001 §1; Ord. 5, 1995 §1(part))~~

14.15.110 - Billing for fee.

The Stormwater Management Program fee may be billed and collected with the City water and sewer bill, ~~or other method as determined by the Board,~~ for property those lots or parcels of land utilizing City water and sewer services and billed and collected separately as the Stormwater Management Program fee fees for property those lots or parcels of land and owners thereof not utilizing other City water and sewer services utilities. All such bills for Stormwater Management Program fees shall be paid to the Department of Finance and shall become due and payable in accordance with the rules and regulations of the Department of Finance pertaining to the collection of such charges. The Director of Finance shall place all ~~such charges so~~ collected

~~funds~~ into the Stormwater Management Program Fund, ~~to be deposited and separately kept as a fund to be used only for the purposes stated herein.~~

~~(Ord. 37, 2012 §2; Ord. 91, 2001 §1)~~

14.15.120 - Certain properties exempt from fees.

The following ~~land uses~~ are exempt from Stormwater Management Program fees:

~~(1a) — All public park and recreational properties; land;~~

~~(2b) — All public or private ponds, lakes, reservoirs, rivers, creeks, natural water courses, wetlands, or irrigation ditch/canal rights-of-way;~~

~~(3c) — All public streets, highways, rights-of-way, and alleys;~~

~~(4d) — All railroad rights-of-way except railroad property not utilized for railroad purposes;~~

~~(5e) — All cemeteries; and~~

~~(6f) Properties — All lands~~ actively used for agriculture and classified agricultural by the Weld County Assessor.

~~(Ord. 37, 2012 §2; Ord. 18, 2008 §2; Ord. 91, 2001 §1)~~

~~14.15.130 — Stormwater fee reduction or waiver.~~

~~In the event that a private or public entity, authority, special district or any other person or company has obtained, in its own name, a Colorado Discharge Permit System (CDPS) permit from the State and said permit is in good standing, then said entity, person or company may request that the City enter into an agreement to reduce and/or waive the Stormwater Program Management fees for the period of its CDPS permit. The terms of any agreement shall state, among other things, the reduced fee or waiver of fees; the requirement to maintain the party's CDPS permit in good standing at its sole cost; and an agreement to pay stormwater fees in the event of default or termination.~~

~~(Ord. 37, 2012 §2; Ord. 11, 2006 §1)~~

~~14.15.140 — Enforcement.~~

~~Any fee which has shall not be paid when due may be recovered in an action at law by the City. In addition to any other remedies or penalties provided by this Chapter or this Code, Authorized any ordinance of the City, the City Manager is hereby empowered and directed to enforce this provision as to any and all delinquent users. The employees of the City shall, at all reasonable times, have access to any premises served by the City for inspection, repair, or the enforcement of the provisions of this Chapter.~~

~~(Ord. 37, 2012 §2; Ord. 91, 2001 §1)~~

14.15.150 - Unpaid fees to be a lien.

(a) An unpaid Stormwater Management Program fee shall become a lien upon the property to which such charge is associated from the date the fee becomes due until the fee is paid.

~~(b) (a) — All Stormwater Management Program fees made pursuant to this Chapter shall become a permanent lien upon the property to which such charge is associated from the date said fee becomes due until such fee is paid. The owner of every building, premises, lot or house shall be obligated to pay the charge for all service provided for their premises, which obligation may be enforced by the City by action at law or suit to enforce the lien. In the case that a tenant in possession of any premises or buildings shall not pay said fee, it shall not relieve the landowner from such obligation and lien; and the City shall not be required to look to any person whatsoever other than the owner for the payment of such fees. No changes of ownership or occupation or use shall affect the application of this Section, and the failure of any owner to learn that they purchased property against which a lien for Stormwater Management Program fees exists shall in no way affect their responsibility for such payment. Notwithstanding any provision to the contrary, any delinquent amount may be enforced by assessment and lien upon the property and premises so served and certification thereof to the County Treasurer for collection. All actions are cumulative.~~

~~(b) — If the City incurs expenses and costs by reason of providing services or causing services to be provided and providing materials in connection with the operation of the Stormwater Management Program, including administrative costs, those or causing materials to be provided, such total costs and expense shall be set forth in a written special assessment notice to be prepared by the Director of Finance and to be mailed by him or her to the owner or other person in possession whose duty it is to provide such services and materials. All such assessment notices shall declare that the full amount is immediately due and payable. Failure to pay the special any such assessment shall cause the amount to immediately become a lien against the property and that lot, block or parcel of land owned or occupied by the person to whom the assessment notice was mailed, and such lien shall have priority over all other liens, except the general taxes and prior special assessments. Such lien shall be enforced in the same manner as the lien for special assessments is enforced under Subsection 13.44.080(c) of this Code.~~

~~(Ord. 37, 2012 §2; Ord. 91, 2001 §1)~~

14.15.160 - Requirement for permanent stormwater water quality Control Measures~~BMPs~~.

(a) The owner or developer of — Any new or existing development that involves Land Disturbing Activity as defined in section 9.18.030 that is:

(1) developments that disturb: i) equal to or greater than one (1) acre; or

(2- ii) less than one (1) acre if the construction activities are that is part of a larger common plan of development or sale as defined in section 9.18.030.

~~;~~ must design, construct, install, perform inspections on, and maintain in perpetuity Control Measures indefinitely permanent BMP units or systems that prevent or minimize water quality impacts and address stormwater runoff quality.

(b) The Control Measures must be designed, installed, and maintained, in accordance with the following:

(1) The City's Storm Drainage Design Criteria and Construction Specifications Manual and Urban Drainage; and

(2) The Flood Control District's Urban Storm Drainage Criteria Manual; and

(3) The design standards required by the City's MS4 permit.

~~All permanent BMP units or systems shall, at a minimum, comply with meet the City's Storm Drainage Design Criteria and Construction Specifications Manual. Such Control Measures, including their attainment of design standards in conformance with the City's MS4 permit requirements, must be reviewed and approved by the Director of Public Works or designee, as amended, and adopted as design criteria specification.~~

~~(b) Permanent BMPs. Developed land, for both private and public projects, that meets the requirements of this Chapter and disturbs: i) greater than or equal to one (1) acre; or ii) less than one (1) acre that is a part of a larger plan of development, must address stormwater runoff quality through the use of permanent BMPs which shall be maintained in perpetuity.~~

~~(1) Treatment BMPs, including but not limited to inlet inserts, bioretention, grass swales and buffers, extended detention basins, sand filters, permeable pavement, constructed wetland ponds and channels, and underground BMPs located on private property shall be owned and operated by the owners of the property on which the BMP is located, unless the City in writing agrees that a person other than the owner shall own or operate such BMP.~~

~~(2) Nontreatment BMPs, including but not limited to site operations, employee training and site planning incorporating low impact development techniques to address stormwater quality, shall be implemented in perpetuity.~~

~~(3) As a condition of approval of the BMP, the owner of a private developed land project shall also agree to maintain the BMP to its design capacity unless or until the City relieves the property owner of that responsibility in writing. The obligation to maintain the Control Measures in perpetuityBMP shall be memorialized on a subdivision plat, annexation plat, development agreement, or other instrument or in a form acceptable to the City and shall be recorded in the office of the Weld County Clerk and Recorder.~~

~~(c) Should the owner or developer fail to adequately maintain the Control Measures, the City shall have the right to enter the property for the purposes of performing operation and maintenance. All associated costs, including administrative costs, shall be assessed pursuant to section 14.15.150(b).~~

~~(d) In addition to the above section, failing to adequately maintain Control Measures shall be a violation of this Chapter.~~

14.15.165 - Excluded projects

The following new or existing development is not required to comply with section 14.15.160:

(a) Paving that does not result in a substantial increase of Impervious Area and infrastructure, like routine maintenance, rehabilitation, replacement, and reconstruction.

(b) Redevelopment of existing roads when:

(1) less than one (1) acre of paved area per mile of road is added; or

(2) less than 8.25 feet of paved width at any location is added.

Formatted: Table Normal1, Justified,
Space After: 6 pt

- (c) Installation or maintenance of underground utilities or infrastructure that does not permanently alter existing terrain, ground cover, or drainage patterns.
- (d) Single family residential or agricultural zoned property equal to or greater than 2.5 acres per dwelling, having a total Impervious Area of less than ten percent (10%).
- (e) Any development that submits to the Director of Public Works a site specific study detailing rainfall and soil conditions demonstrating that post-development surface infiltration will not result in the discharge of concentrated stormwater flow during an 80th percentile runoff event. The site specific study must be approved by the Director of Public Works or designee.
- (f) Undeveloped property on which Land Disturbing Activity occurs but results in no added structures or Impervious Area.
- (g) Stream stabilization sites.
- (h) Bike and pedestrian trails that are not attached to roads.
- (i) Oil and gas exploration.

(Ord. 37, 2012 §2)

14.15.170 - Stormwater facilities and Control Measures~~Best Management Practices (BMPs)~~ required for subdivisions.

Prior to ~~acceptance~~the final approval of the plat of ~~any~~ subdivision or the plan for a Planned Unit Development (PUD) ~~the owner or developer of the proposed subdivision or PUD must submit to the Director of Public Works for review and approval~~ P.U.D.) plan, the owners of the property being subdivided shall, at such owners' cost, prepare detailed plans and specifications for the construction and installation of all required stormwater facilities and Control MeasuresBMPs required for such subdivision, including the facilities required to convey stormwater to existing drains, detention ponds, or other existing discharge points that conform with the City's Storm Drainage Design Criteria and Construction Specifications Manual or other existing discharge points, all in conformity with the stormwater management plan adopted by the City Council. The Director of Public Works shall review such plans and specifications and, after the Director's acceptance of the same, the plat of the subdivision or P.U.D. plan may be approved, subject to the City's being furnished with acceptable assurance that such facilities will be constructed and installed as indicated and approved.

(Ord. 37, 2012 §2; Ord. 91, 2001 §1; Ord. 5, 1995 §1(part))

~~14.15.180 - Administrative review; appeals:~~

- ~~(a) Any owner who disputes the amount of the Stormwater Management Program fee made against such owner's property or who disputes any determination made by or on behalf of the City pursuant to and by the authority of this Chapter may petition for a hearing on a revision or modification of such fee or determination. The Director of Public Works may hold such hearings or may designate a person as a Hearing Officer with authority to hold such hearings. Such petition may be filed only once in connection with any such fee or determination, except upon a showing of changed circumstances sufficient to justify the filing of such additional petition.~~

- ~~(b) — Such petitions shall be in writing, filed with the City Clerk, and the facts and figures submitted shall be submitted under oath either in writing or orally at a duly scheduled hearing. The hearing, if any, shall take place in the City Hall of Greeley, or other places as designated by the Hearing Officer, and notice thereof and the proceedings shall otherwise be in accordance with the rules and regulations issued by the City. The petitioner shall have the burden of proof.~~
- ~~(c) — Within thirty (30) days of filing, the Hearing Officer shall make findings of fact based upon all relevant information, shall make a determination based upon such findings and, if appropriate, modify such fee or determination accordingly. Such determination shall be considered a final order of the Hearing Officer, which order may, within thirty (30) days of its issuance, be appealed to the Board for a hearing on such a revision or modification of such fee. Any such appeal to the Board shall be in writing, filed with the City Clerk, setting forth the specific errors and omissions of the Hearing Officer in the Officer's determination and such hearings shall take place in the City, and notice thereof and the proceedings shall otherwise be in accordance with the bylaws, rules and regulations of the Board. The appellant shall have the burden of proof.~~
- ~~(d) — Persons desiring to appeal a decision of the Hearing Officer to the Board shall, at that time of making such appeal, pay to the Director of Finance a docket fee in an amount as established in accordance with Section 1.05.010 of this Code. The Director of Finance shall have the ability to waive such docket fee under hardship conditions. Written notice of hearing shall be given to all parties concerned at least seven (7) days prior to the hearing or by mailing the same to such party's last known address by regular mail. The Board shall, from time to time, adopt such additional rules and regulations as it deems necessary and advisable for the conduct of its hearings and for carrying out the provisions hereof. Within thirty (30) days of filing, the Board shall make its final determination and, if appropriate, modify such charge or determination of the Hearing Officer in accordance with the facts submitted, to the extent that the Board finds such facts to be true.~~
- ~~(e) — Any person in interest shall have the power to appeal the decision of the Board to the City Council, provided that such person in interest files with the City Clerk a notice of appeal within ten (10) days after final action by the Board. In the event of any such appeal, the City Council shall schedule a date for hearing the appeal, giving at least seven (7) days' advance notice of the time and place of the hearing or by mailing the same to such party's last known address by regular mail. The Council shall consider the same factors on appeal as considered by the Board as set forth in this Section. The decision of a majority of the City Council present at a duly constituted meeting of the City Council shall be determinative of this appeal.~~
- ~~(f) — Every decision or determination of the Hearing Officer or the Board shall be in writing, and notice thereof shall be from the date of such action. Service by certified mail, return receipt requested, shall be conclusive evidence of service for the purpose of this Chapter.~~

~~(Ord. 37, 2012 §2; Ord. 26, 2011 §1; Ord. 91, 2001 §1)~~

~~14.15.190 — Title granted to City.~~

~~Title granted to the City for stormwater structures and facilities, including but not limited to detention ponds, inlet and outlet structures and ditches shall be by warranty deed for unencumbered fee simple title.~~

~~(Ord. 37, 2012 §2; Ord. 91, 2001 §1; Ord. 5, 1995 §1(part))~~

14.15.200 - Responsibilities for stormwater facilities, inspections, right of entry.

(a) ~~—All private stormwater facilities constructed by private individuals or entities and designated for operation and maintenance by said individual, entity or property owner, including but not limited to those constructed by a homeowners' property owners' association, ("POA"); shall not be the property of the City and. The City shall not be responsible for their the operation and maintenance of said privately constructed facilities unless the Director of Public Works City has accepted responsibility for inspected the facilities same and agreed in writing. All stormwater facilities constructed, installed or provided hereunder shall, upon acceptance of the stormwater facilities, same by the City, become the property of the City, and the public thereafter shall be responsible for the operation and maintenance of the same. The City may refuse to accept facilities become public stormwater facilities described inadequately constructed or constructed in section 14.15.210, variance with City requirements.~~

(b) ~~Authorized City —All authorized personnel under the supervision of the City Manager or designee, shall have the power to conduct inspections of private stormwater facilities, enter the premises at reasonable times, give verbal direction, issue notices of violation, and enforce the conditions set forth in development agreements, for the long term maintenance of permanent stormwater facilities.~~

~~(Ord. 37, 2012 §2; Ord. 18, 2008 §3; Ord. 91, 2001 §1; Ord. 5, 1995 §1(part))~~

14.15.210 - City to maintain public stormwater facilities.

The City shall maintain all public stormwater facilities accepted by the City, located on City-owned property, and additional stormwater facilities dedicated to the City, within the City-owned land, City rights-of-way and public easements and may maintain additional dedicated public stormwater facilities located within or adjacent to the City. Such public facilities include, but are not limited to, open drainageways and piped stormwaters constructed expressly for use by the general public and, as a part of the City stormwater facilities, bridges, roadside stormwater ditches and gutters, flood control facilities, including detention and retention basins, dikes, overflow channels, pump stations and other improvements that have been designed and constructed expressly for use by the general public. Such public stormwater facilities do not include facilities not accepted by the City for maintenance.

~~(Ord. 37, 2012 §2; Ord. 91, 2001 §1; Ord. 5, 1995 §1(part))~~

14.15.220 - Disclaimer.

Floods or drainage problems associated with stormwater ~~runoff~~ may occasionally occur which exceed the capacity of the stormwater drainage system ~~storm sewer facilities~~ constructed and maintained by funds made available under this Chapter. This Chapter does not imply, ~~and the City expressly disclaims,~~ that property liable for the charges established herein will always

be free from stormwater flooding or flood damage. This Section does not purport to reduce the ~~need or the~~ necessity for ~~the owner obtaining~~ flood insurance. The establishment of ~~thea~~ Stormwater Management Program, ~~its functions, maintenance of stormwater drainage structures~~ and ~~its facilities, and the~~ activities ~~of the Stormwater Management Program and/or its agents~~ does not create liability ~~of any nature or kind on the part~~ of the City for damages caused by stormwater except as provided by the Colorado Governmental Immunity Act, Section 24-10-101, et seq., C.R.S.

14.15.230 - Enforcement.

- (a) Any fee which has not been paid when due may be recovered in an action at law by the City in addition to any other remedies or penalties provided by this Chapter or this Code.
- (b) Authorized employees of the City shall, at all reasonable times, have access to any premises served by the City for inspection, repair, or the enforcement of the provisions of this Chapter.
- (c) The Director of Public Works or designee may issue a notice of violation to any property owner and/or developer who has not installed and maintained permanent stormwater control measures in accordance with this Chapter.
- (d) A violation noticed under this Chapter shall be deemed a misdemeanor infraction, shall proceed in accordance with Section 2.09.120 of this Code, and shall be subject to penalties set forth in Chapter 1.33 of this Code.

~~(Ord. 37, 2012 §2; Ord. 91, 2001 §1; Ord. 60, 1997 §2; Ord. 5, 1995 §1(part))~~

Formatted: Font: (Default) Calibri, 10 pt

Formatted: Table Normal1

Chapter 14.16 - ~~Stormwater Drainage System~~Storm Sewers

14.16.010 - Declaration of purpose and legislative intent.

(a) —This Chapter sets forth ~~uniform~~ requirements for direct and indirect discharges ~~or the depositing of inappropriate material or substances~~ into the City's Stormwater Drainage System as defined in section 14.15.020, City stormwater system. This Chapter is necessary to provide for and promote the public health, safety, and welfare of the citizens residing within the City and property owners or other water users that depend on the same water sources by preventing illicit discharges the deposit of inappropriate material or substances.

(b) —The purposes of this Chapter are to:

- (1) —Prevent the introduction of pollutants, substances or debris ~~that will pass~~ into the Stormwater Drainage System~~system receiving such stormwaters,~~ or otherwise be incompatible with the system or interfere with the beneficial uses of ~~the said~~ system.
- (2) —Protect the public and City personnel who may work with or be exposed to the Stormwater Drainage system because of their presence within the ~~City stormwater drainage~~ system in the course of their employment.
- (3) —Promote pollution prevention and prevent the introduction of materials or other debris that may adversely affect the environment or hamper the Stormwater Drainage~~storm sewer~~ system.
- (4) —Provide for equitable distribution of the cost of repairing or servicing the Stormwater drainage system among property owners or other users by having those who cause obstructions or problems to the ~~stormwater~~ system pay their ~~full~~ share of the costs of such incidents.

(c) —The City Council reserves the right to establish discharge limitations, and restrict ~~other debris or substances~~ that may be introduced to the Stormwater Drainage System~~from their stormwater system,~~ more stringent than federal and state requirements or current municipal limitations; if deemed necessary to comply with the objectives of this Chapter.

(Ord. 37, 2012 §3; Ord. 32, 1999 §1)

~~14.16.020—Definitions:~~

~~In addition to the definitions contained in Section 14.15.020 and 9.18.020 of this Code, which are expressly incorporated herein, and unless the context specifically indicates otherwise, the meaning of terms used in this Chapter shall be as follows:~~

~~CDPHE means the Colorado Department of Public Health and Environment.~~

~~CDPS means the Colorado Discharge Permit System.~~

~~Debris means all rubbish, waste material, refuse, garbage, trash, foreign substances, solid or liquid, of every form, size kind and description.~~

~~Deleterious substance means any substance capable of causing physical, chemical or biological contamination or degradation to the environment; a deleterious (acute or chronic) effect on fish, birds, wildlife and plant life; or that would otherwise interfere with the beneficial use of receiving waters.~~

~~*Discharge* means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping or disposing into the environment or to the stormwater system.~~

~~*EPA* means the Environmental Protection Agency.~~

~~*Facility* means any building, structure, installation, equipment, pipe or pipeline (including without limitation any pipe or line into any storm sewer or any portion of the stormwater drainage system), well, pit, pond, lagoon, impoundment, ditch, landfill, storage container, motor vehicle, rolling stock or aircraft.~~

~~*Garbage* means solid wastes from the domestic and commercial preparation, cooking and dispensing of food, the processing of food byproducts, the processing of agricultural products and the handling, storage and sale of produce.~~

~~*Hazardous pollutants* means any constituent or combination of constituents that is classified as hazardous under state or federal law or regulation, or that is included on the federal list of toxic pollutants as currently specified in 40 C.F.R. 403.~~

~~*Hazardous waste* means a waste that is classified as hazardous under federal regulations or is included in the federal list of hazardous waste as currently specified in 40 C.F.R. 261, subparts C and D.~~

~~*NPDES* means the National Pollution Discharge Elimination System.~~

~~*Owner* means any individual, partnership, limited liability company, corporation or other legal entity that has any legal title or equitable ownership interest in the real property.~~

~~*Pollutant* means dredged soil, dirt, slurry, solid waste, incinerator residue, sewage, biosolids, garbage, trash, chemical waste, biological nutrient, biological material, radioactive material, heat, wrecked or discarded equipment, rock, sand or any industrial, municipal or agricultural waste.~~

~~*Pollution* means the man-made or natural alteration of the physical, chemical, biological and radiological integrity of water.~~

~~*Pollution prevention* means the application of source reduction and recycling during day-to-day operations which reduces the need for treatment and disposal of wastes without transferring contamination to air, water, solid waste or hazardous waste.~~

~~*Premises* means a parcel of real estate, including any improvements thereon, which is determined by the City to be a single user for purposes of contributing to the stormwater drainage system.~~

~~*Receiving waters* means lakes, rivers, streams or other watercourses that receive treated or untreated wastewater.~~

~~*Stormwater drainage system* means any man-made improvement or conveyance intended for stormwater runoff from real property, including but not limited to open channels, streets, gutters, catch basins, underground pipes, ditches, swales, detention ponds, retention ponds and lakes.~~

~~*Toxic pollutants* means any pollutant or combination of pollutants listed as toxic in regulations promulgated by the administrator of the Environmental Protection Agency under~~

~~the provisions of Section 307(a) of the Federal Water Pollution Control Act, P.L. 92-500, 33 U.S.C. 1251, et seq.~~

~~User means any person who discharges, contributes or causes the contribution of water, wastewater or other liquid into the stormwater drainage system.~~

~~Waste means any solid, liquid, semi solid or gaseous material or substance which has been discarded for any reason.~~

~~Wastewater means the liquid and water carried industrial or domestic wastes from dwellings, commercial buildings, industrial plants and institutions, together with any groundwater, surface water and stormwater that may be present, whether treated or untreated, which is contributed into or permitted to enter the City's wastewater treatment system and/or the City's stormwater drainage system.~~

~~(Ord. 37, 2012 §3)~~

14.16.030 - Connecting to Stormwater Drainage System~~storm sewer~~ without permit unlawful.

It is unlawful for any person to tap or make any connection with the Stormwater Drainage System~~storm sewers of the City~~ without first having obtained a permit ~~therefor~~ as provided in this Chapter.

~~(Ord. 37, 2012 §3; Prior code §17-34)~~

14.16.040 - Application for permit.

~~A~~Any person desiring to tap ~~the storm sewers~~ or make any connection with the Stormwater Drainage System ~~must therewith~~ shall make written application, ~~using therefor in writing so to do, to~~ the City of Greeley Application & Permit for Construction in Public Right of Way/Easement, to the Director of Public Works~~Engineer~~. The application shall state the nature or character of the tap or connection to be made, the location of the tap or connection~~thereof~~, the premises sought to be served by the tap or connection~~thereby~~ and the amount of the tap/connection fee set forth in the City of Greeley Fee Schedule for Construction in the Public Right of Way/Easement~~charge~~.

~~(Ord. 37, 2012 §3; Prior code §17-35)~~

14.16.050 - Installation costs and fee.

The person making application to connect with the Stormwater Drainage System~~storm sewer~~, at the time of making such application, shall pay to the City the complete cost for such installation, including the cost of pipe and other materials, labor and repairs of paved or unpaved streets or alleys, as set forth in the City of Greeley Fee Schedule for Construction in the Public Right of Way/Easement~~plus a minimum fee of fifty dollars (\$50.00).~~

~~(Ord. 37, 2012 §3; Prior code §17-36)~~

14.16.060 - Installations; Director of Public Works~~City Engineer to direct~~.

All installations of ~~storm sewers and taps~~ or connections to the Stormwater Drainage System shall be under the direction of the Director of Public Works or designee~~City Engineer~~.

~~(Ord. 37, 2012 §3; Prior code §17-40)~~

14.16.070 - Service connections; ~~required before streets paved~~; specifications; ~~business district~~ requirements.

Before any Impervious Areas, as defined in section 14.15.020, are created ~~paving or hard surface is laid~~ in any of the streets, ~~avenues~~ or alleys within the ~~City, a business districts, the owners of all~~ property ~~owner therein, whether the same is vacant or otherwise~~, shall lay service connections with the Stormwater Drainage System~~City storm sewer system~~, extending from the sewer line to the property line, which ~~connections~~services shall be of adequate size to provide drainage for present and future buildings upon the property in accordance with the schedule of sizes ~~designated~~named in Section 14.16.080. All downspouts, water drains, or conductor pipes from the roofs of buildings in ~~commercially-zoned areas~~the business districts of the City shall be placed beneath the surface of the ~~alley, street or alley~~avenue adjoining the property and be connected with the Stormwater Drainage System~~storm sewer~~ located within the public right of way~~therein~~, in conformity with this Code~~the ordinances of the City~~ and with the approval of the Director of Public Works or designee~~City Engineer~~.

~~(Ord. 37, 2012 §3; Prior code §17-38)~~

14.16.080 - Required sizes designated; exceptions.

Unless special permission is granted by a resolution ~~of~~ the City Council to the contrary, the following sizes of service connection will be required:

- (1) —For buildings having a roof area up to three thousand (3,000) square feet, a four-inch (4") service connection is required.
- (2) —For buildings having a roof area of from three thousand (3,000) square feet to ten thousand (10,000) square feet, a six-inch (6") service connection is required.
- (3) —For buildings having a roof area of from ten thousand (10,000) to twenty thousand (20,000) square feet, an eight-inch (8") service connection is required.

~~(Ord. 37, 2012 §3; Prior code §17-39)~~

14.16.090 - ~~Roof w~~Water discharge requirements designated.

No ~~roof~~ water shall be discharged directly or indirectly from any downspout, water drain, or conductor pipe upon any street, alley, or sidewalk in the City, but ~~the same~~ shall be conducted underneath the ~~sidewalk in iron or tile pipes to the adjacent street or avenue gutter. No roof water shall be discharged directly or indirectly from any downspout, water drain or conductor pipe upon any public alley, street, alley, or sidewalk in conduit of suitable dimensions or avenue or into any sanitary sewer, within the business and materials industrial districts of the City, but the same shall be conducted underneath the surface of the alleyway in iron or tile pipes~~ and be connected with the part of the Stormwater Drainage System~~storm sewer~~ located in the adjacent ~~alleyway or street~~ or alley, and if no ~~part~~storm sewer is so located ~~therein~~, then the water must be

directed to an area where it can infiltrate into the ground prior to reaching the nearest street, alley, or sidewalk ~~or avenue gutter.~~

(Ord. 37, 2012 §3; Prior code §17-37)

14.16.100 - Application to remodeled buildings, living units, and redevelopment districts.

~~(a) —~~The ~~Stormwater Drainage Development Impact~~~~drainage~~ fees ~~provided for in Section 4.64.100 of this Code~~ shall ~~also~~ be imposed with respect to ~~existing development property~~ if existing buildings or other physical improvements on ~~the~~~~that~~ property are remodeled or added to or if ~~structures~~~~buildings~~ or other living units, such as mobile homes, are moved onto the property.

~~(b) (1) In the case of remodeling or adding to existing buildings or other physical improvements, the Stormwater Drainage Development Impact fee shall be imposed if the existing roof area is to be increased by fifty percent (50%) or more, or if Impervious Areas, as defined in section 14.15.020, are the water repelling surface is to be increased by fifty percent (50%) or more.~~

~~— (2) If the building being added to is located on property with respect to which a drainage fee was theretofore imposed and if the addition is to be carried out on an adjacent parcel of property not theretofore subject to a drainage fee, the drainage fee shall be computed only on the basis of the adjacent parcel of property. In the case of structures or other living units being moved onto a parcel of property, the Storm Drainage Development Impact drainage fee shall be computed with respect to the entire parcel.~~

~~(c) New development within a(b) — The payment of all drainage fees shall be exempt within the redevelopment district boundary as established by the Planning Commission and adopted by the City Council shall be exempt from the payment of the Stormwater Drainage Development Impact fee.~~

(Ord. 37, 2012 §3; Prior code §17-42)

14.16.110 — Extra fees; imposition procedure.

If any property proposed for new development is so situated that the development of the property would contribute an extraordinary load to the existing drainage systems, ~~an additional drainage fee shall be imposed over and above the drainage fee provided for in Section 4.64.100 of this Code. The fact that an extraordinary load will be contributed and the amount of the additional fee shall be determined by the Director of Public Work City Council on the basis of competent engineering data, a fee in addition to the Stormwater Drainage Development Impact fee shall be calculated.~~ The determination shall not be made unless the owner of the property ~~will be involved~~ has been given notice and an opportunity to present contradictory engineering data ~~before an additional fee is imposed.~~

(Ord. 37, 2012 §3; Ord. 41, 2003 §§2,3; Prior code §17-44)

14.16.120 — Payment at building permit issuance.

~~The Stormwater Drainage Development Impact drainage fee and additional fees provided for in section 14.16.110 or fees shall be paid at the time of issuance of a building permit or permits.~~

~~(Ord. 37, 2012 §3; Ord. 41, 2003 §§2, 3; Ord. 9, 1988 §6; prior code §17-43(a))~~

14.16.130 - Drainage system construction; payment costs.

~~A developer. The owners or developers of property shall be obligated to construct storm sewer lines and other drainage system components of the Stormwater Drainage System within the boundaries of the property being developed at the sole expense of the developer, to the extent that such construction is required by the Director of Public Works or designee as part of the subdivision process as part of the subdivision process. The payment of the drainage fee by the owner or developer shall not be constructed to relieve the owner or developer of the obligation to construct storm sewer lines or other drainage system components, at the sole expense of the owner or developer; provided, however, that if the Director of Public Works or designee City requires the construction of oversized components storm sewer lines or the construction of the Stormwater other drainage system components, as determined by the Director of Public Works, to assist in the drainage of property other than or in addition to the property of the owner or developer, then to that extent, the City shall share participate in the design and construction costs associated with the. In that case, the City's share of the costs shall reflect that portion of the oversized construction attributable to draining other lands.~~

~~(Ord. 37, 2012 §3; Prior code §17-45)~~

14.16.140 – Illicit discharges; allowed discharges; nonconforming taps~~Discharge prohibitions.~~

(a) Illicit discharges are discharges to the City's Stormwater Drainage System that are not composed entirely of stormwater and are not allowed discharges as described in subsection

(b). Illicit discharges to the City's Stormwater Drainage System are prohibited.

~~(a) No person shall intentionally or otherwise dispose of materials, substances, debris or other pollutants by dumping or pouring or otherwise discharging or causing such materials to be discharged into any storm drain or any connection thereto.~~

~~(b) No person shall discharge, deposit or cause to be discharged onto any public highway, street, sidewalk, alley, land, public place, stream, ditch or other watercourse, or into any cesspool, storm or private sewer, or natural water outlet, any sewage, polluted waters or other deleterious substance or debris, except where suitable treatment has been provided in accordance with the provisions of applicable federal, state and local laws, as required.~~

~~(c) No user shall discharge or cause to be discharged or deposit into the City's stormwater system:~~

~~(1) Any liquids, solids or gases, that by reason of their nature or quantity, are or may be sufficient, either alone or by interaction with other substances, to cause fire or explosion or be injurious in any other way to the stormwater utility, as determined by the City Manager or designee. Prohibited materials include, without limitation, gasoline, fuel oils, mineral oil, lubricating oil, benzene, naphtha, ethers, carbides, perchlorates and xylene;~~

Comment [BH1]: I think all the exceptions were defined, but the stuff that's not allowed down the storm drain never made it in. I think I'm making sense here, but let me know if it could be worded better.

- ~~(2) Any wastewater having any corrosive property capable of causing damage or hazard to structures, operations or personnel exposed to the stormwater system;~~
- ~~(3) Solid or viscous substances that may obstruct the flow or interfere with the operation of the stormwater system including, without limitation, cinders, sand, mud, cement, plaster, lime slurry or sludge, stone or marble dust, asphalt residues, tar, wax, paraffin, paint, chemical sludges or residues, metals, glass, plastics, wood, shavings, paper, manure, hair, blood, intestinal contents, animal hooves or toenails, bones, hog bristles, hides or other animal or fish parts, including feet and feathers, food processing bulk solids or garbage.~~
- ~~(4) Any heated waters above forty degrees Celsius (40°C) (one hundred four degrees Fahrenheit [104°F]).~~
- ~~(5) Any substances containing free floating or insoluble oil, or oil or grease.~~
- ~~(6) Any substances including color, without limitation, such as dyes, wastes, paint pigments and vegetable tanning solutions.~~
- ~~(7) Any substances that either singly or synergistically are sufficient to create a nuisance or hazard to health or to prevent the stormwater system from being operated or maintained.~~
- ~~(8) Any bulk wastes, pollutants or debris in quantity shall be disposed of properly at a landfill, at points designated by the City Manager or through appropriate waste disposal systems.~~
- ~~(9) Any wastes or pollutants determined to occur or discharge within the City from a platted lot, including but not limited to sediment, concrete wastes, stucco and other construction material, onto streets and/or sidewalks.~~
- ~~(d) No person shall make any false statement, representation or certification, knowing or having reason to know it to be false, in any application, record, plan, data or document filed or required to be maintained pursuant to this Chapter.~~
- ~~(e) No person shall falsify, tamper with or knowingly render inaccurate any stormwater sewer device.~~
- ~~(b)(f) The following are allowed discharges into have been identified as not being significant contributors of pollutants to the City's City's stormwater-Stormwater drainage-Drainage system-System and are hereby exempted from classification as an "illicit discharge" as that term is used in the City's City's stormwater permit: uncontaminated runoff from rain or snow melt; landscape irrigation; lawn watering; diverted stream flows; irrigation return flow; rising groundwater; uncontaminated groundwater infiltration (as defined at 40 C.F.R. § 35.3005(20)); uncontaminated pumped groundwater; springs; flows from riparian habitat and wetlands; discharges in accordance with the Colorado Department of Public Health & Environment: Water Quality Control Division Low Risk Policy Discharge Guidance documents; waterline flushing; discharges from potable water sources; foundation drains; air conditioning condensation; water from crawlspace pumps; footing drains; individual residential car washing; charity car washes; dechlorinated swimming pool water; water incidental to City street-sweeping activities that is not associated with construction; flows from emergency firefighting activities; water dyed for testing processes in accordance with~~

manufacturer recommendations; and other discharges as specifically authorized by the City's Colorado Discharge Permit System permit or National Pollution Discharge Elimination System~~City's CDPS permit.~~

~~(g) Individual lot controls. Oversight of individual construction lots sold to builders and/or homeowners who allow pollutants, especially sediment and concrete wastes and other materials, to leave their sites will be addressed and enforcement action taken pursuant to Chapter 14.16 of this Code prohibiting illegal discharges into the City's stormwater drainage system.~~

~~(h) The prohibitions in this Section shall not apply to any nonstormwater discharge permitted under the NPDES, CDPS permit or CDPHE issued policy or guidance, provided that the discharge is in full compliance with all requirements of the permit, order and other applicable laws and regulations.~~

(c) Any tap into a stormwater line made prior to 1999 that is not discharging only allowable discharges described in subsection (b) hazardous materials, (like raw sewage and motor oils and fluids) will be considered a legal/allowable non-conforming tap until one of the following occurs; at which time the time the tap must be removed and connected to the sanitary sewer system (not the Stormwater Drainage System): 1) improvement to the property, 2) change in ownership, or 3) change in use.~~(Ord. 37, 2012 §3; Ord. 18, 2008 §4; Ord. 32, 1999 §2)~~

14.16.150 - Accidental discharges.

~~(a) Every property owner or other userperson shall ensure that the stormwater Drainage system is protected from accidental discharge of pollutants or prohibited materials or other substances regulated by this Chapter which are discharged from the owner/user's person's premises or facilities at, or are within the owner/user's sole control of said person. Such protection shall be provided and maintained by the person at that person's expense. Upon request by the Director of Public Works or designee, an owner/user shall~~City, a person may~~be required to submit detailed plans, including procedures for handling accidental discharges of pollutants or prohibited, materials or substances regulated by this Chapter into the stormwater Drainage system.~~

~~(b) In case of an accidental discharge, an owner/usersaid person shall notify the City as soon as practicableimmediately by telephoning the Police Department and notifying the Greeley Firethat department of the location of the discharge, type of waste or foreign material, concentration, volume, and any corrective actions taken or attempted.~~

~~(c) Within five (5) business days following an accidental discharge, an owner/usersaid person shall submit to the Director of Public WorksCity Manager or designee a written report describing the cause of the discharge and measures to be taken by the person to prevent similar future occurrences. The submission of a written report Such notification does not relieve the owner/userperson of any expense, loss, damage or liability that may be incurred from damage to the stormwater Drainage System, system or quality of receiving waters, or any other damage to persons, or property, including applicable. Such notification shall not relieve the person from any fines and civil penalties, or other liability that may be imposed~~

~~by this Chapter or other applicable law. Failure to submit file such a required report shall constitute a report is a Code violation, separate offense under this Chapter.~~

~~(Ord. 37, 2012 §3; Ord. 32, 1999 §3)~~

14.16.160 - Cleanup responsibility; assessment for expenses; lien and enforcement.

~~In addition to any other requirements of this Chapter, the following shall apply:~~

- ~~(1) A property owner—The person, entity or other user~~ recreation responsible for an unauthorized discharge shall promptly institute and complete all actions necessary to remedy the effects of ~~such~~ unauthorized discharge, ~~whether sudden or gradual~~, at no cost to the City. When deemed necessary in the interest of public health, safety, and welfare by the Fire Chief or the Director of Public Works, or their respective designees, cleanup may be initiated by the City, ~~or by a City authorized individual or firm~~. Costs associated with such cleanup shall be borne by the owner/user, ~~operator or other person~~ responsible for the unauthorized discharge. ~~Such responsibility is in addition to any other applicable penalty or remedy as provided by law.~~
- ~~(2) An owner/—Any person or~~ user violating any provisions of this Chapter shall be liable under any applicable federal, state or local law for any expense, loss or damage caused the City by reason of such violation, including increased costs for management or operation of the stormwater Drainage system when such increases are the result of the owner/user's ~~user's~~ discharge. Such liability includes, but is not limited to reimbursement for costs of emergency response and/or City cleanup resulting from the ~~person's intentional or unintentional~~ discharge.
- ~~(3)—If an owner/a person or~~ user discharges such pollutants, substances or debris that cause the City to be in violation of any applicable law or permit and to be fined by the U.S. Environmental Protection Agency, EPA, the State or other federal or state governmental agency for such violation, such owner/user ~~shall be~~ fully liable for reimbursement of the total amount of the fine assessed against the City and City costs, including without limitation, all legal, sampling and analytical testing costs.
- ~~(4)—If the City incurs expenses and costs for cleanup by reason of spills providing services or illegal dumping activity causing services to be provided and providing materials or causing materials to be provided, such total costs and expenses shall be set forth in a written assessment notice to be prepared by the Director of Finance and to be mailed by him or her to the owner/user or person in possession whose duty it is to provide such services and materials. All such assessment notices shall declare that the full amount is immediately due and payable. Failure to pay any such assessment shall cause the amount to immediately become a lien against the property lot, block or parcel of land owned or occupied by the person to whom the assessment notice was mailed, and such lien shall have priority over all other liens except the general taxes and prior special assessments. Such lien shall be enforced in the same manner as the lien for special assessments is enforced under section Subsection 13.44.180(e) of this Code.~~
- ~~(5)—The City may bring civil suit against the owner/user or person in possession for the assessment of the unpaid portion thereof, described at Paragraph (4) above, at any time~~

after a thirty (30) -day period. This remedy shall be in addition to and an alternative to any other remedy available ~~in this Chapter or pursuant to law.~~

- (6) —Any ~~assessment or~~ fee ~~which shall~~ not be paid when due may be recovered in an action at law by the City. In addition to any other remedies or penalties provided by this Chapter or ~~this Code~~~~any ordinance of the City~~, the Administrative Hearing Officer is hereby empowered and directed to enforce this provision as to any and all delinquent ~~owner/users.~~ ~~Authorized personnel under the supervision~~~~The employees~~ of the ~~Director of Public Works or designee~~~~City~~ shall, at all reasonable times, have access to any ~~property~~~~premises~~ served by the City for inspection, repair, ~~or the~~ enforcement of the provisions of this Chapter.
- (7) —All authorized personnel under the supervision of the Director of Public Works or ~~his or her~~ designee shall have the power to conduct inspections, give verbal direction, issue notices of violations and implement other enforcement actions under this Chapter.

~~(Ord. 37, 2012 §3; Ord. 32, 1999 §5)~~

14.16.170 - Notice of violation; stop work orders; permit termination.

- (a) —The Director of Public Works, or ~~his or her~~ designee, may issue a notice of violation to any ~~owner/person or~~ user who discharges material as described in this Code into the ~~Stormwater~~~~City's storm~~ drainage system. Such notice of violation shall be issued in accordance with Section 2.09.120 of this Code. ~~This notice of violation is one (1) of many enforcement options available to the administrative authority.~~
- (b) —~~Stop work orders.~~ When any construction activities, as defined in section 9.18 are being performed in noncompliance with any provisions of this Chapter or ~~Code or any~~ other applicable law, rule, or regulation, the Director of Public Works, ~~or his or her~~ designee, can order the work stopped by serving written notice upon the person performing the ~~Construction Activities.~~~~activity.~~ The person shall immediately stop work until authorized in writing by the Director of Public Works, or ~~his or her~~ designee, to proceed with the work or until approval to proceed has been obtained by legal process. If the person cannot be located, the notice may be posted in a conspicuous place upon the site where Construction Activities are taking place.~~construction site.~~ ~~The notice shall state the specific provision, law, rule or regulation that constitutes the violation.~~ The notice shall not be removed until the violation has been cured or authorization to remove the notice has been issued by the City. ~~Inspectors.~~
- (c) Any violation of a condition of a City-issued permit~~the City's Construction Permit in ROW/Easement or is~~ a violation of this Chapter, Code, or other applicable law, rule, or regulation, including performing noncompliant Construction Activities, shall be sufficient cause for revocation of ~~such of the~~ City-issued permit. The City may reinstate the permit upon proof of the correction of the noncompliance.

~~(Ord. 37, 2012 §3)~~

14.16.180 - Code ~~violation~~~~infraction~~ and administrative hearing procedures.

A notice of violation issued under Section 14.16.170 above is a ~~misdemeanor~~Code infraction and shall proceed in accordance with Section 2.09.120 of this Code and shall be subject to the provisions of this Chapter and penalties as set forth in Chapter 1.33 of this Code.

~~(Ord. 37, 2012 §3)~~

~~14.16.190 — Sanctions:~~

- ~~(a) — Whenever any person is in noncompliance with the provisions of this Chapter, the Hearing Officer may impose penalty fines up to the amount of one thousand dollars (\$1,000.00) per day per violation and pursue the Code infraction sanctions as defined in Chapter 1.33 of this Code and any other sanctions permitted under law. Each repeat violation must be set forth on a notice of violation form and served as set forth in Subsection 2.09.120(d) of this Code.~~
- ~~(b) — Whenever the administrative authority determines a person is violating or failing to comply with any provision of this Chapter, the administrative authority may immediately issue a cessation order causing the person to immediately cease all operations which violate and fail to comply with this Chapter until such person has complied with the provisions of this Chapter. This order of cessation of activities is additional to any other penalties, sanctions or remedies contained in this Chapter or otherwise allowed by law.~~
- ~~(c) — The City may seek and obtain remedies, including but not limited to civil and administrative sanctions, and temporary or permanent injunctive relief against persons for noncompliance with the provisions, standards and requirements of this Chapter.~~
- ~~(d) — Permit termination. Any violation of a condition of a permit or a violation of this Chapter, or of applicable state or federal law or regulation, shall be sufficient cause for revocation of such City permit. The City may reinstate such permit upon proof of the correction of noncomplying discharge.~~

~~(Ord. 37, 2012 §3)~~

Chapter 9.18 - Grading and Soil Erosion Control

9.18.010 - Legislative findings.

The City Council hereby finds that excessive quantities of soil are eroding from certain areas that are undergoing development for nonagricultural uses such as housing and commercial developments, industrial areas, recreational facilities, and roads. This erosion makes necessary costly repairs to gullies, washed out fills, roads, and embankments. The resulting sediment clogs streets, storm sewers, and road ditches, and leaves deposits of silt in streams, lakes, and reservoirs and is considered a significant water pollutant.

9.18.020 - Purpose.

- (a) The purpose of this Chapter is to prevent soil erosion and sedimentation from leaving areas that occur from nonagricultural development and construction within the City, by requiring proper provisions for water disposal and the protection of soil surfaces during and after construction, in order to promote the safety, public health, convenience, and general welfare of the community.
- (b) Any person who undertakes, develops, or is responsible for an undertaking or development that involves land disturbing activity described in section 9.16.060(a) is responsible to see that soil erosion and sedimentation, as well as resulting changed water flow characteristics, are controlled to avoid damage to property and pollution of receiving waters. Nothing in this Chapter shall be taken or construed as lessening or modifying the ultimate responsibility of such persons. The requirements of this Chapter do not imply the assumption of responsibility on the part of the City. The standards, criteria and requirements of this Chapter are to be seen as minimum standards which are not necessarily adequate to meet the highly variable conditions which must be covered by effective control measures. Compliance with the requirements of this Chapter may not, therefore, of itself discharge a person's responsibility to provide effective control measures.

9.18.030 - Definitions.

Common Plan of Development or Sale means contiguous (within one-quarter (1/4) mile of each other) multiple, separate, and distinct Construction Activities that may be taking place at different times on different schedules, but remain related because they share the same builder, contractor, equipment, or storage areas.

Construction Activities means clearing, grading, excavation, installing or improving roads, creating staging areas, stockpiling fill materials, borrow areas, and compacting associated with stabilization of structures, but does not include routine maintenance performed by public agencies or their agents to maintain original line grade, hydraulic capacity, or the original purpose of a facility.

CSESCP (Construction Site Erosion and Sediment Control Plan) means a plan submitted to the City that addresses erosion, sediment and waste control, and water quality issues pertaining to the site containing such information as site description, location, and description of appropriate best management practices as that term is defined in Chapter 14.15, maintenance procedures, and all other matters necessary or appropriate to comply with the provisions of this Chapter and the City of Greeley Storm Drainage Design Criteria and Construction Specifications Manual.

Final Stabilization means the condition reached when all land disturbing activities at a development site have been completed, and a uniform vegetative cover has been established with an individual plant density of at least seventy percent (70%) of pre-disturbance levels or equivalent permanent physical erosion reduction methods have been employed.

Land Disturbing Activity means an activity that results in a change in the existing land surface, including but not limited to Construction Activities, but does not include tilling agricultural land.

Stormwater means stormwater runoff, snow melt runoff, and surface runoff and drainage.

SWMP (Stormwater Management Plan) means a plan for receiving, handling, and transporting stormwater within the City stormwater drainage system.

9.18.040 - Compliance with Chapter required for site plan or plat approval.

No applicable site plan, plot plan, plat, or replat will be approved unless it includes soil erosion and sediment control measures consistent with the requirements of this Chapter and related land development regulations.

(a) Control measures must be implemented for the development area and associated Construction Activities for the time starting with initial Land Disturbing Activity until Final Stabilization. Adequate control measures must be selected, designed, installed, implemented, and maintained to provide control of all potential discharges into the City's stormwater drainage system from Construction Activities.

(b) The site plan must locate and identify all structural and non-structural control measures for the applicable Construction Activities, including installation and implementation specifications for all structural controls or a reference to the document that does contain those specifications. The site plan must also include a narrative description of non-structural control measures.

9.18.050 - Adoption of manuals by reference.

As criteria for stormwater drainage design and Construction Activities the most recent edition and revisions of the City's Storm Drainage Design Criteria and Construction Specifications Manual and Urban Drainage and Flood Control District's Urban Storm Drainage Criteria Manual are both hereby adopted by reference as if fully set forth herein. The Director of Public Works or designee shall apply the criteria contained in these manuals in the administration of this Chapter, with the Storm Drainage Design Criteria and Construction Specifications Manual taking first priority.

9.18.060 - City permits and fees.

(a) Grading permit. A City grading permit is required for any development involving Land Disturbing Activity that is:

(1) equal to or greater than one (1) acre;

(2) less than one (1) acre if the Construction Activities are part of a Common Plan of Development or Sale within the City; or

(3) an area of any size that, due to the nature of its topography or location, provides a potential for negative impact on the City's stormwater facilities, streets, or receiving waters, and will have a detrimental effect upon the public welfare or upon the watershed.

The Director of Public Works or designee shall identify such development sites and provide written notice to the property owner and/or developer with instructions to obtain a grading permit and prepare a CSESCP and SWMP prior to beginning or continuing grading activities.

- (b) Permit requirement. Unless exempted by this Chapter, no person shall conduct Construction Activities or undertake any Land Disturbing Activity within the City, without a City grading permit. Issuance of a grading permit by the City does not exempt parties from obtaining other applicable permits required by the City, state (in particular, a "Stormwater Discharges Associated with Construction Activities Permit from Colorado Department of Public Health and Environment: Water Quality Division") or federal government.
- (c) Permit application. A separate application is required for each grading permit. Prior to grading permit issuance, a CSESCP and SWMP must be submitted to, and reviewed and approved by the Director of Public Works or designee.
- (d) Fees. Every application for a permit must be accompanied by the appropriate fee as set in accordance with Section 1.05.010 of this Code.

9.18.070 - Time.

A permit-holder shall comply with all of the provisions of this Chapter and all of the terms and conditions of the grading permit, and shall complete all of the work contemplated under the grading permit within the time limit specified in the grading permit, or within one (1) year after the date of issuance of the grading permit, whichever is earlier. If the permit-holder is unable to complete the work within the specified time, at least ten (10) days prior to the expiration of the permit, a written request to the Director of Public Works or designee for an extension of time must be submitted setting forth the reasons for the requested extension. In the event such an extension is warranted, the Director of Public Works or designee may grant additional time for the completion of the work up to one hundred eighty (180) days, but no such extension shall constitute a release from any requirements of this Chapter.

9.18.080 - Failure to complete the work.

In the event the permit-holder fails to complete the work or fails to comply with all the requirements, conditions, and terms of a permit, the Director of Public Works or designee may order completion of such work as is necessary to eliminate any danger to persons or property, to leave the site in a safe condition, and completion of all necessary soil erosion control measures.

9.18.090 - Denial of permit.

Grading permits will not be issued where:

- (a) The proposed work would cause foreseeable hazards to the public safety and welfare;
- (b) The work would cause damage to any public or private property, interfere with any existing drainage course and cause damage to an adjacent property, result in the deposit of debris or sediment on any public way or into any waterway, or create an unreasonable hazard to persons or property;

- (c) The area for which grading is proposed is subject to geological hazard to the extent that no reasonable amount of corrective work will eliminate or sufficiently reduce earth settlement, slope instability, or any other hazard to persons or property; or
- (d) The area for which grading is proposed lies within the designated floodplain of any stream or watercourse unless a hydrologic report, prepared by a professional engineer, is submitted to certify that the proposed grading will have no detrimental influence on the public welfare or upon the watershed and is consistent with floodplain ordinances and Federal Emergency Management Agency regulations.

9.18.100 - Modifications of approved plans.

Major proposed modifications of an approved CSESCP must be submitted with all supporting materials to the Director of Public Works or designee. No work in connection with major proposed modifications shall be permitted without prior approval of the Director of Public Works or designee. All changes in hydrology constitute major proposed modifications. In addition, field conditions may require ongoing modifications to site soil and erosion control plans.

9.18.110 - Responsibility of permit-holder.

During Construction Activities and until Final Stabilization, the permit-holder shall be responsible for:

- (a) The prevention of damage to any public utilities or services within the area in which Land Disturbing Activity is taking place and along any routes of travel of equipment.
- (b) The prevention of damage to adjacent property.
- (c) Carrying out the proposed work in accordance with the approved plans and in compliance with all the requirements of any permits and this Chapter.
- (d) The prompt removal of all soil, debris, and materials deposited on public streets, highways, sidewalks, or other public thoroughfares or any other non-authorized off-site location, including transit routes to and from the construction site, or elsewhere where such deposits may constitute a public nuisance, trespass, or hazard.
- (e) Implementing and maintaining control measures for sediment and erosion within the permitted area and associated Land Disturbing Activity.

9.18.120 - General requirements.

The following requirements must be met for Land Disturbing Activity authorized pursuant to a grading permit:

- (a) All temporary erosion control facilities and all permanent facilities intended to control erosion shall be installed before any Land Disturbing Activity takes place, if practicable.
- (b) Any Land Disturbing Activity shall be conducted in such a manner so as to effectively reduce accelerated soil erosion and resulting sedimentation, and should not exceed the erosion expected to occur for the area if undeveloped.

- (c) All persons engaged in Land Disturbing Activity shall design, implement and maintain soil erosion and sedimentation control measures, in conformance with the erosion control technical standards adopted by the City contained in the Storm Drainage Design Criteria and Construction Specifications Manual and Urban Drainage and Flood Control District's Urban Storm Drainage Criteria Manual .
- (d) All Land Disturbing Activity shall be designed and completed in such a manner so that the change in existing land surface is limited to the minimum period of time.
- (e) Sediment caused by accelerated soil erosion shall be removed, to the maximum extent practicable, from runoff water before it leaves the area of the Land Disturbing Activity.
- (f) Any temporary or permanent facility designed and constructed for the conveyance of water around, through, or from the area of Land Disturbing Activity shall be designed to limit the water flow to a non-erosive velocity.
- (g) Temporary soil erosion control measures shall be removed and disturbed areas graded and stabilized with permanent soil erosion control measures pursuant to standards and specifications prescribed in accordance with the provisions of the SWMP, applicable regulations, and the grading permit.
- (h) Permanent soil erosion control measures for all slopes, channels, ditches, or any disturbed area shall be completed within fourteen (14) calendar days, depending on climate conditions, after Land Disturbing Activity has been completed. When it is not possible to permanently stabilize an area after Land Disturbing Activity has ceased, adequate temporary soil erosion control measures in compliance with the Storm Drainage Design Criteria and Construction Specifications Manual and Urban Drainage and Flood Control District's Urban Storm Drainage Criteria Manual shall be implemented within fourteen (14) calendar days depending on climate conditions. All temporary soil erosion control measures shall be maintained until permanent soil erosion measures are implemented.

9.18.130 - Maintenance requirements.

Persons carrying out soil erosion and sediment control measures required by this Chapter, and all subsequent owners of property upon which such measures have been taken, shall maintain all permanent erosion control measures such as retaining walls, structures, plantings, and other protective devices. Should the permanent erosion control facilities fail to be maintained, the City reserves the right and authority to enter the affected property, provide needed maintenance, and be reimbursed for the cost of work performed.

9.18.140 - Grading permit/soil and erosion control plan requirements.

All CSESCPs and specifications, including modifications of previously approved plans, shall include design standards for erosion, sediment and waste control in accordance with the Storm Drainage Design Criteria and Construction Specifications Manual and Urban Drainage and Flood Control District's Urban Storm Drainage Criteria Manual. Soil and erosion control plans are required for development described in section 9.18.060(a). The Director of Public Works or designee shall identify such sites and provide written notice to the property owner and/or developer with instructions to obtain a grading permit and prepare a CSESCP prior to beginning or continuing grading activities.

9.18.150 - Exemptions.

No grading permits shall be required for the following:

- (a) Agricultural use of land zoned agricultural.
- (b) Grading or excavations below finished grade for basements, footings, retaining walls, or other structures, that result in Land Disturbing Activity of less than one (1) acre in size and are not part of a Common Plan of Development or Sale, unless required by section 9.18.140.
- (c) A sidewalk or driveway, authorized by a valid permit, that is less than one (1) acre in size and not part of a Common Plan of Development or Sale.
- (d) Gravel, sand, dirt, or topsoil removal as approved by the state Mined Land Reclamation Board, provided that approval includes an erosion plan that meets the requirements specified by this Chapter.
- (e) Upon sites where the Director of Public Works or designee certifies in writing that the planned work, final structures, or topographical changes do not meet the conditions described in sections 9.16.060(a)(3) or 9.18.080(2).
- (f) Even though permits are not required under sections (a)(1) through (5) above, those operations and Construction Activities which are exempted from obtaining permits must comply with the rules and regulations concerning grading and erosion specified in this Chapter, and shall provide appropriate controls to retain any eroded soil on the construction site.

9.18.160 - Inspection, control and stop work orders.

- (a) The requirements of this Chapter shall be enforced by the Director of Public Works or designee. The Director of Public Works or designee shall have the authority to inspect the work and require the property owner and/or developer to obtain services for adequate on-site inspection, including compaction testing by an acceptable soil engineer, if determined necessary.
- (b) If the Director of Public Works or designee finds that eroded soils are leaving the area where Construction Activities are occurring, the Director of Public Works or designee may order the property owner and/or developer to install any and all erosion controls that are deemed necessary to prevent said soil erosion from migrating off site.
- (c) Stop work orders. When any Construction Activities are being performed in noncompliance with any provisions of this Chapter or any other applicable law, rule or regulation, the Director of Public Works or designee may order the work stopped by serving written notice upon the person performing the Construction Activities describing the violation. The person should immediately stop work and not proceed with any work until written approval to proceed has been obtained from the Director of Public Works or designee. If the person cannot be located, the notice may be posted in a conspicuous place upon the site or the Construction Activities. The notice shall not be removed until the violation has been cured or authorization to remove the notice has been issued by the Director of Public Works or designee.

- (d) Developed property. Oversight of developed property from which pollutants, sediment, concrete wastes, and other materials are allowed to spread are addressed and enforced pursuant to Chapter 14.16 of this Code.

9.18.170 - Notice of violation.

The Director of Public Works or designee may issue a notice of violation to any property owner and/or developer who has not obtained a grading permit pursuant to this Chapter, or has failed to implement a CSESCP and maintain the site as proscribed in the CSESCP

9.18.180 - Code violation.

(a) A violation noticed under this Chapter shall be deemed a misdemeanor infraction and shall proceed in accordance with section 2.09.120 of this Code and shall be subject to penalties set forth in Chapter 1.33 of this Code.

(b) In addition, if a permit-holder violates a condition of a City-issued grading permit, this Chapter, or applicable state or federal laws or regulations regarding Construction Activities, the City shall revoke the grading permit. The City may reinstate the permit upon a showing of proof that the noncompliance has been corrected.

Chapter 14.15 - Stormwater Management Program

14.15.010 - Declaration of purpose.

- (a) The City Council hereby finds, determines and declares that providing stormwater facilities for the drainage and control of flood and surface waters within the City, including areas to be subdivided and developed, is necessary in order that storm and surface waters may be properly drained, treated and controlled and is necessary to protect the health, property, safety and welfare of the City and its inhabitants.
- (b) The City Council further finds, determines and declares that the owners of all real property within the City are the ultimate beneficiaries and users of the City's Stormwater Drainage System and should pay a portion of the costs of providing, maintaining and administering the facilities necessary for the reasonable control of stormwater.
- (c) The City Council further finds, determines and declares that dedicated funding for stormwater management is needed.
- (d) The City Council further finds that the appropriate way to establish and administer this program is by establishing a Stormwater Management Program as an enterprise fund operation of the City.

14.15.020 - Definitions.

Control Measures means BMPs (best management practices) or other operating procedures of methods used to prevent or reduce the discharge of pollutants to the City's Stormwater Drainage System from site runoff, spillage, and leaks, and can include the installation, operation, and maintenance of structural controls and treatment devices, such as landscape buffers and swales, modular block porous pavement, and detention basins.

Impervious Area means areas covered in a way that prevents the land's natural ability to absorb and infiltrate typical precipitation and irrigation events, like roofs, walkways, patios, driveways, parking lots, storage areas, concrete and asphalt, and any other continuous watertight pavement or covering.

MS4 Permit means the Colorado Discharge Permitting System's General Permit for Stormwater Discharges Associated With Municipal Separate Storm Sewer Systems issued by the Colorado Department of Public Health and Environment under which the Stormwater Drainage System operates.

Stormwater Drainage System means any man-made improvement or conveyance intended for stormwater runoff from real property, including but not limited to open channels, streets, gutters, catch basins, underground pipes, ditches, swales, detention or retention ponds, and lakes.

14.15.030 - Creation of Stormwater Management Program.

There is hereby created a Stormwater Management Program of the City empowered to implement the provisions of this Chapter.

14.15.040 - Administration by City Manager.

The administration of the provisions of this Chapter shall be exercised by the City Manager, who may prescribe forms, rules, and regulations in conformity with this Chapter or for the ascertainment, computation, and collection of fees imposed hereunder and for the proper administration and enforcement hereof. The City Manager may delegate the administration of this Chapter or any part thereof, subject to the limitations of the Charter and Code of the City, to duly qualified employees and agents of the City.

14.15.050 - Creation of Stormwater Board.

There is hereby created a board to be known as the Stormwater Board to assist in administration of this Chapter. The Board shall consist of five (5) members appointed by the City Council.

14.15.060 - Comprehensive stormwater management plan.

The purpose of the Stormwater Management Program shall be to develop a comprehensive stormwater management plan for the City based on sound engineering studies that indicate the location of all facilities in the City, including those facilities that currently exist and those determined to be needed and intended to be constructed in the future. The stormwater management plan is described in the City's Storm Drainage Design Criteria and Construction Specifications Manual and serves to guide the Stormwater Management Program in the construction, operation, and maintenance of the Stormwater Drainage System. The City shall, in all ways and within the limits of its powers, solicit adjacent municipalities, and Weld County to cooperate in providing stormwater facilities in drainage basins extending outside the City limits and in general, to carry out the stormwater management plan.

14.15.070 - Duties of Stormwater Board.

- (a) The Stormwater Board shall make recommendations to the City Council on all matters concerning stormwater management, priorities, policies, fees, and procedures.
- (b) The Board shall also review and make recommendations to the City Council on the stormwater management plan.
- (c) The Board shall recommend the facilities needed to provide an adequate Stormwater Drainage System. Such recommendations shall include the following:
 - (1) The facilities to be constructed.
 - (2) The prioritization and schedule for construction of facilities.
 - (3) The method of assessing fees against property.
 - (4) Apportionment of the cost of new facilities to be assessed against property and the portion, if any, of such cost which should be paid by the City.
 - (5) Long-range plans.

Before making recommendation for any project, the Board shall analyze the project and compare the benefits to be achieved with the anticipated cost of the project.

- (d) The Board shall annually recommend stormwater rates, including the Stormwater Drainage Development Impact fees imposed pursuant to Chapter 4.64 of this Code, which need not be uniform for all classes of users. Rates shall include all costs for the construction, reconstruction, replacement, rehabilitation, and improvement of the Stormwater Drainage System.
- (e) The Board shall make recommendations to the City Manager for expenditures for the Stormwater Drainage System annual budget.
- (f) The Board shall also hear the appeal of any owner of property in the City who disputes the amount of the Stormwater Management Program fee made against property or who disputes any determination made by or on behalf of the City pursuant to and by authority of this Chapter. After hearing, the Board may make such revision or modification of such fee or determination as it shall deem appropriate.

14.15.080 - Stormwater Management Program fee.

- (a) There is hereby imposed on each and every property within the City and upon the owners thereof a Stormwater Management Program fee. This fee is deemed reasonable and is necessary to pay for the construction, reconstruction, maintenance, replacement, and improvement of the City stormwater drainage facilities and of such future stormwater drainage facilities as may be required, and to pay for the design, right-of-way acquisition, and construction or reconstruction of stormwater drainage facilities to the extent that such costs have been determined not to be the responsibility of developed properties. All of the proceeds of the Stormwater Management Program fee are deemed to be in payment for use of the City's Stormwater Drainage System by the property on which the fee is imposed and by the owners thereof. This fee is in addition to and not in replacement of the Stormwater Drainage Development Impact fees imposed pursuant to Chapter 4.64 of this Code.
- (b) The Stormwater Board shall provide recommendations as to the amount of the Stormwater Management Program fee to the City Manager. The recommendations will be based on a property's potential to produce stormwater runoff. The City Manager shall be responsible for establishing the amount of the Stormwater Management Program fee in accordance with Section 1.05.010 of this Code.
- (c) Property owners who have provided stormwater management facilities operating consistent with the Stormwater Management Plan, may request a reduction in the Stormwater Management Program fee from the Stormwater Board.

14.15.090 - Stormwater Management Program Fund.

- (a) All Stormwater Management Program fees collected by the City and such other funds available to the City for the purposes of this Chapter shall be deposited into a special fund which is hereby created, known as the Stormwater Management Program Fund. The Stormwater Management Program Fund shall be used for the purpose of paying the costs of stormwater drainage facilities to be constructed and the operation, administration, repairs, and maintenance of the existing stormwater drainage facilities of the City.

- (b) All amounts available in the Stormwater Management Program Fund shall, from time to time, be invested by the Director of Finance in investments proper for City funds.

14.15.100 - Development Infrastructure Fund.

The Stormwater Drainage Development Impact fees currently collected pursuant to Chapter 4.64 and deposited in the separate account of the Development Infrastructure Fund pursuant to that Chapter shall be administered by the Stormwater Management Program and expended in accordance with the provisions of Chapter 4.64 and Section 5-6 of the Greeley Charter.

14.15.110 - Billing for fee.

The Stormwater Management Program fee may be billed and collected with the City water and sewer bill for property utilizing City water and sewer services or billed and collected separately as the Stormwater Management Program fee for property not utilizing City water and sewer services. All such bills for Stormwater Management Program fees shall be paid to the Department of Finance and shall become due and payable in accordance with the rules and regulations of the Department of Finance pertaining to the collection of such charges. The Director of Finance shall place all collected funds into the Stormwater Management Program Fund.

14.15.120 - Certain properties exempt from fees.

The following are exempt from Stormwater Management Program fees:

- (a) Public park and recreational properties;
- (b) Public or private ponds, lakes, reservoirs, rivers, creeks, natural water courses, wetlands, or irrigation ditch/canal rights-of-way;
- (c) Public streets, highways, rights-of-way, and alleys;
- (d) Railroad property utilized for railroad purposes;
- (e) Cemeteries; and
- (f) Properties actively used for agriculture and classified agricultural by the Weld County Assessor.

14.15.150 - Unpaid fees to be a lien.

- (a) An unpaid Stormwater Management Program fee shall become a lien upon the property to which such charge is associated from the date the fee becomes due until the fee is paid.
- (b) If the City incurs costs by reason of providing services or materials in connection with the operation of the Stormwater Management Program, including administrative costs, those costs shall be set forth in a written special assessment notice to be prepared by the Director of Finance and mailed to the owner or other person whose duty it is to provide such services and materials. Failure to pay the special assessment shall cause the amount to become a lien against the property and that lien shall have priority over all other liens, except general taxes and prior special assessments.

14.15.160 - Requirement for permanent stormwater water quality Control Measures.

(a) The owner or developer of any new or existing development that involves Land Disturbing Activity as defined in section 9.18.030 that is:

(1) equal to or greater than one (1) acre; or

(2) less than one (1) acre if the construction activities are part of a Common Plan of Development or Sale as defined in section 9.18.030,

must design, construct, install, perform inspections on, and maintain in perpetuity Control Measures that prevent or minimize water quality impacts and address stormwater runoff quality.

(b) The Control Measures must be designed, installed, and maintained in accordance with the following:

(1) The City's Storm Drainage Design Criteria and Construction Specifications Manual;

(2) Urban Drainage and Flood Control District's Urban Storm Drainage Criteria Manual; and

(3) The design standards required by the City's MS4 permit.

Such Control Measures, including their attainment of design standards in conformance with the City's MS4 permit requirements, must be reviewed and approved by the Director of Public Works or designee. The obligation to maintain the Control Measures in perpetuity shall be memorialized on a subdivision plat, annexation plat, development agreement, or other instrument recorded in the office of the Weld County Clerk and Recorder.

(c) Should the owner or developer fail to adequately maintain the Control Measures, the City shall have the right to enter the property for the purposes of performing operation and maintenance. All associated costs, including administrative costs, shall be assessed pursuant to section 14.15.150(b).

(d) In addition to the above section, failing to adequately maintain Control Measures shall be a violation of this Chapter.

14.15.165 - Excluded projects

The following new or existing development is not required to comply with section 14.15.160:

(a) Paving that does not result in a substantial increase of Impervious Area and infrastructure, like routine maintenance, rehabilitation, replacement, and reconstruction.

(b) Redevelopment of existing roads when:

(1) less than one (1) acre of paved area per mile of road is added; or

(2) less than 8.25 feet of paved width at any location is added.

(c) Installation or maintenance of underground utilities or infrastructure that does not permanently alter existing terrain, ground cover, or drainage patterns.

(d) Single family residential or agricultural zoned property equal to or greater than 2.5 acres per dwelling, having a total Impervious Area of less than ten percent (10%).

(e) Any development that submits to the Director of Public Works a site specific study detailing rainfall and soil conditions demonstrating that post-development surface infiltration will not

result in the discharge of concentrated stormwater flow during an 80th percentile runoff event. The site specific study must be approved by the Director of Public Works or designee.

- (f) Undeveloped property on which Land Disturbing Activity occurs but results in no added structures or Impervious Area.
- (g) Stream stabilization sites.
- (h) Bike and pedestrian trails that are not attached to roads.
- (i) Oil and gas exploration.

14.15.170 - Stormwater facilities and Control Measures required for subdivisions.

Prior to acceptance of the plat of a subdivision or the plan for a Planned Unit Development (PUD) the owner or developer of the proposed subdivision or PUD must submit to the Director of Public Works for review and approval plans and specifications for the construction and installation of all required stormwater facilities and Control Measures, including the facilities required to convey stormwater to existing drains, detention ponds, or other existing discharge points that conform with the City's Storm Drainage Design Criteria and Construction Specifications Manual and Urban Drainage and Flood Control District's Urban Storm Drainage Criteria Manual.

14.15.200 - Responsibilities for stormwater facilities, inspections, right of entry.

- (a) All private stormwater facilities, including but not limited to those constructed by a homeowners association, shall not be the property of the City and the City shall not be responsible for their operation and maintenance unless the Director of Public Works has accepted responsibility for the facilities in writing. Upon acceptance of the stormwater facilities, the facilities become public stormwater facilities described in section 14.15.210.
- (b) Authorized City personnel shall have the power to conduct inspections of private stormwater facilities, enter the premises at reasonable times, give verbal direction, issue notices of violation, and enforce the conditions set forth in development agreements.

14.15.210 - City to maintain public stormwater facilities.

The City shall maintain all public stormwater facilities accepted by the City, located on property owned by the City or upon which the City holds easements, as well as those stormwater facilities formally dedicated to the City.

14.15.220 - Disclaimer.

Floods or drainage problems associated with stormwater may occasionally occur which exceed the capacity of the stormwater drainage system constructed and maintained by funds made available under this Chapter. This Chapter does not imply that property liable for the charges established herein will always be free from stormwater flooding or flood damage. This section does not purport to reduce the necessity for flood insurance. The establishment of the Stormwater Management Program and its activities does not create liability of the City for damages caused by stormwater except as provided by the Colorado Governmental Immunity Act, Section 24-10-101, et seq., C.R.S.

14.15.230 - Enforcement.

- (a) Any fee which has not be paid when due may be recovered in an action at law by the City in addition to any other remedies or penalties provided by this Chapter or this Code.
- (b) Authorized employees of the City shall, at all reasonable times, have access to any premises served by the City for inspection, repair, or the enforcement of the provisions of this Chapter.
- (c) The Director of Public Works or designee may issue a notice of violation to any property owner and/or developer who has not installed and maintained permanent stormwater control measures in accordance with this Chapter.
- (d) A violation noticed under this Chapter shall be deemed a misdemeanor infraction, shall proceed in accordance with Section 2.09.120 of this Code, and shall be subject to penalties set forth in Chapter 1.33 of this Code.

Chapter 14.16 - Stormwater Drainage System

14.16.010 - Declaration of purpose and legislative intent.

- (a) This Chapter sets forth requirements for direct and indirect discharges into the City's Stormwater Drainage System as defined in section 14.15.020. This Chapter is necessary to provide for and promote the public health, safety, and welfare of the citizens residing within the City and property owners or other users that depend on the same water sources by preventing illicit discharges.
- (b) The purposes of this Chapter are to:
 - (1) Prevent the introduction of pollutants, substances or debris into the Stormwater Drainage System or otherwise be incompatible with the system or interfere with the beneficial uses of the system.
 - (2) Protect the public and City personnel who may work with or be exposed to the Stormwater Drainage System because of their presence within the system in the course of their employment.
 - (3) Promote pollution prevention and prevent the introduction of materials or other debris that may adversely affect the environment or hamper the Stormwater Drainage System.
 - (4) Provide for equitable distribution of the cost of repairing or servicing the Stormwater Drainage System among property owners or other users by having those who cause obstructions or problems to the system pay their share of the costs of such incidents.
- (c) The City Council reserves the right to establish discharge limitations, and restrict substances that may be introduced to the Stormwater Drainage System more stringent than federal and state requirements or current municipal limitations if deemed necessary to comply with the objectives of this Chapter.

14.16.030 - Connecting to Stormwater Drainage System without permit unlawful.

It is unlawful for any person to tap or make any connection with the Stormwater Drainage System without first having obtained a permit as provided in this Chapter.

14.16.040 - Application for permit.

A person desiring to tap or make any connection with the Stormwater Drainage System must make written application, using the City of Greeley Application & Permit for Construction in Public Right of Way/Easement, to the Director of Public Works. The application shall state the nature or character of the tap or connection to be made, the location of the tap or connection, the premises sought to be served by the tap or connection, and the amount of the tap/connection fee set forth in the City of Greeley Fee Schedule for Construction in the Public Right of Way/Easement.

14.16.050 - Installation costs and fee.

The person making application to connect with the Stormwater Drainage System, at the time of making such application, shall pay to the City the complete cost for such installation, including the cost of pipe and other materials, labor and repairs of paved or unpaved streets or alleys, as set forth in the City of Greeley Fee Schedule for Construction in the Public Right of Way/Easement.

14.16.060 - Installations; Director of Public Works.

All installations of taps or connections to the Stormwater Drainage System shall be under the direction of the Director of Public Works or designee.

14.16.070 - Service connections specifications; requirements.

Before any Impervious Areas, as defined in section 14.15.020, are created in any of the streets or alleys within the City, a property owner shall lay service connections with the Stormwater Drainage System extending from the sewer line to the property line, which connections shall be of adequate size to provide drainage for present and future buildings upon the property in accordance with the schedule of sizes designated in section 14.16.080. All downspouts, water drains, or conductor pipes from the roofs of buildings in commercially-zoned areas of the City shall be placed beneath the surface of the street or alley adjoining the property and be connected with the Stormwater Drainage System located within the public right of way in conformity with this Code and with the approval of the Director of Public Works or designee.

14.16.080 - Required sizes designated; exceptions.

Unless special permission is granted by a resolution of the City Council to the contrary, the following sizes of service connection will be required:

- (1) For buildings having a roof area up to three thousand (3,000) square feet, a four-inch (4") service connection is required.
- (2) For buildings having a roof area of from three thousand (3,000) square feet to ten thousand (10,000) square feet, a six-inch (6") service connection is required.
- (3) For buildings having a roof area of from ten thousand (10,000) to twenty thousand (20,000) square feet, an eight-inch (8") service connection is required.

14.16.090 - Water discharge requirements designated.

No water shall be discharged directly or indirectly from any downspout, water drain, or conductor pipe upon any street, alley, or sidewalk in the City, but shall be conducted underneath the street, alley, or sidewalk in conduit of suitable dimensions and materials and be connected with the part of the Stormwater Drainage System located in the adjacent street or alley, and if no part is so located, then the water must be directed to an area where it can infiltrate into the ground prior to reaching a street, alley, or sidewalk.

14.16.100 - Application to remodeled buildings, living units, and redevelopment districts.

The Stormwater Drainage Development Impact fees provided for in Section 4.64.100 of this Code shall also be imposed with respect to existing development if existing buildings or other physical improvements on the property are remodeled or added to or if structures or other living units, such as mobile homes, are moved onto the property.

14.16.130 - Drainage system construction; payment costs.

A developer of property shall be obligated to construct components of the Stormwater Drainage System within the boundaries of the property being developed at the sole expense of the developer, to the extent that such construction is required by the Director of Public Works or designee as part of the subdivision process; provided, however, that if the Director of Public Works or designee requires the construction of oversized components of the Stormwater Drainage System components, then the City shall share in the design and construction costs associated with the portion of the oversized construction attributable to draining other lands.

14.16.140 - Illicit discharges; allowed discharges; nonconforming taps.

(a) Illicit discharges are discharges to the City's Stormwater Drainage System that are not composed entirely of stormwater and are not allowed discharges as described in subsection (b). Illicit discharges to the City's Stormwater Drainage System are prohibited.

(b) The following are allowed discharges into the City's Stormwater Drainage System and are exempted from classification as illicit discharge: uncontaminated runoff from rain or snow melt; landscape irrigation; diverted stream flows; irrigation return flow; rising groundwater; uncontaminated groundwater infiltration as defined at 40 C.F.R. § 35.3005(20); uncontaminated pumped groundwater; springs; flows from riparian habitat and wetlands; discharges in accordance with the Colorado Department of Public Health & Environment: Water Quality Control Division Low Risk Policy Discharge Guidance documents; foundation drains; air conditioning condensation; water from crawlspace pumps; footing drains; individual residential car washing; charity car washes; water incidental to City sweeping that is not associated with construction; flows from emergency firefighting activities; water dyed for testing processes in accordance with manufacturer recommendations; and other discharges specifically authorized by the City's Colorado Discharge Permit System permit or National Pollution Discharge Elimination System permit.

(c) Any tap into a stormwater line made prior to 1999 that is discharging only allowable discharges described in subsection (b) will be considered a legal non-conforming tap until one of the following occurs; at which time the time the tap must be removed and connected to the sanitary sewer system (not the Stormwater Drainage System): 1) improvement to the property, 2) change in ownership, or 3) change in use.

14.16.150 - Accidental discharges.

- (a) Every property owner or other user shall ensure that the Stormwater Drainage System is protected from accidental discharge of pollutants or prohibited materials from the owner/user's premises or facilities at the owner/user's sole expense. Upon request by the Director of Public Works or designee, an owner/user shall be required to submit detailed plans, including procedures for handling accidental discharges of pollutants or prohibited materials into the Stormwater Drainage System.
- (b) In case of an accidental discharge, an owner/user shall notify the City as soon as practicable by notifying the Greeley Fire Department of the location of the discharge, type of material, concentration, volume, and any corrective actions taken.
- (c) Within five (5) business days following an accidental discharge, an owner/user shall submit to the Director of Public Works or designee a written report describing the cause of the discharge and measures to be taken to prevent future occurrences. The submission of a written report does not relieve the owner/user of any expense or liability that may be incurred from damage to the Stormwater Drainage System, receiving waters, persons, or property, including applicable fines and penalties. Failure to submit a report is a Code violation.

14.16.160 - Cleanup responsibility; assessment for expenses; lien and enforcement.

- (a) A property owner or other user responsible for an unauthorized discharge shall promptly institute and complete all actions necessary to remedy the effects of an unauthorized discharge at no cost to the City. When deemed necessary in the interest of public health, safety, and welfare by the Fire Chief or the Director of Public Works, or their respective designees, cleanup may be initiated by the City. Costs associated with such cleanup shall be borne by the owner/user responsible for the unauthorized discharge.
- (b) An owner/user violating any provisions of this Chapter shall be liable under any applicable federal, state or local law for any expense, loss or damage caused the City by reason of such violation, including increased costs for management or operation of the Stormwater Drainage System when such increases are the result of the owner/user's discharge. Such liability includes, but is not limited to reimbursement for costs of emergency response and/or City cleanup resulting from the discharge.
- (c) If an owner/user discharges such pollutants, substances or debris that cause the City to be in violation of any applicable law or permit and to be fined by the U.S. Environmental Protection Agency, or other federal or state governmental agency for such violation, such owner/user shall be fully liable for reimbursement of the total amount of the fine assessed against the City and City costs, including without limitation, all legal, sampling and analytical testing costs.
- (d) If the City incurs expenses and costs for cleanup of spills or illegal dumping activity, such total costs and expenses shall be set forth in a written assessment notice to be prepared by the Director of Finance and to be mailed to the owner/user whose duty it is

to provide such services and materials. All such assessment notices shall declare that the full amount is immediately due and payable. Failure to pay any such assessment shall cause the amount to immediately become a lien against the property, and such lien shall have priority over all other liens except general taxes and prior special assessments. Such lien shall be enforced in the same manner as the lien for special assessments is enforced under section 13.44.180 of this Code.

- (e) The City may bring civil suit against the owner/user for the assessment of the unpaid portion thereof, described at Paragraph (4) above, at any time after a thirty (30) day period. This remedy shall be in addition to and an alternative to any other remedy available.
- (f) Any assessment or fee not be paid when due may be recovered in an action at law by the City. In addition to any other remedies or penalties provided by this Chapter or this Code, the Administrative Hearing Officer is hereby empowered and directed to enforce this provision as to any and all delinquent owner/users. Authorized personnel under the supervision of the Director of Public Works or designee shall, at all reasonable times, have access to any property served by the City for inspection, repair, or enforcement of the provisions of this Chapter.
- (g) All authorized personnel under the supervision of the Director of Public Works or designee shall have the power to conduct inspections, give verbal direction, issue notices of violations and implement other enforcement actions under this Chapter.

14.16.170 - Notice of violation; stop work orders; permit termination.

- (a) The Director of Public Works or designee may issue a notice of violation to any owner/user who discharges material as described in this Code into the Stormwater Drainage System. Such notice of violation shall be issued in accordance with Section 2.09.120 of this Code.
- (b) When any Construction Activities, as defined in section 9.18 are being performed in noncompliance with any provisions of this Chapter or Code or other applicable law, rule, or regulation, the Director of Public Works or designee can order the work stopped by serving written notice upon the person performing the Construction Activities. The person shall immediately stop work until authorized in writing by the Director of Public Works or designee to proceed with the work or until approval to proceed has been obtained by legal process. If the person cannot be located, the notice may be posted in a conspicuous place upon the site where Construction Activities are taking place. The notice shall not be removed until the violation has been cured or authorization to remove the notice has been issued by the City.
- (c) Any violation of a condition of a City-issued permit, a violation of this Chapter, Code, or other applicable law, rule, or regulation, including performing noncompliant Construction Activities, shall be sufficient cause for revocation of the City-issued permit. The City may reinstate the permit upon proof of the correction of the noncompliance.

14.16.180 - Code violation and administrative hearing procedures.

A notice of violation issued under section 14.16.170 above is a misdemeanor infraction and shall proceed in accordance with section 2.09.120 of this Code and shall be subject to the provisions of this Chapter and penalties as set forth in Chapter 1.33 of this Code.

Summary of Changes for 9.18

Chapter wide

- “Earth disturbance” changed to “land disturbance” in order to stay consistent with permit terminology
- Consistent use of Storm Drainage Design Criteria and Construction Specifications Manual throughout

Section specific

- **9.18.010 – Legislative findings.**
 - No proposed changes.
- **9.18.020 - Purpose**
 - (a) Minor regulatory language change, sites to areas – “areas” is more encompassing, in line with common plan of development.
 - (b) Multiple changes
 - The word “develops” added to ensure full scope of owner/operator is captured.
 - Applicability threshold cited for different portion of code to reduce repetition and lessen chance for human error.
 - Minor regulatory language changes/omissions/substitutions. Mostly taking out verbose language.
- **9.18.030 – Definitions**
 - Definitions added/updated/deleted to match states definitions. City Attorney also took out definitions that she felt did not need to be defined.
- **9.18.040 – Compliance with Chapter required for site plan or plat approval.**
 - Minor regulatory language changes and removal of verbose language (e.g. “will” for “shall”, removal of full list of plans after it was already mentioned)
 - (a) Added – establishes timeframe for which control measures need to be implements. MS4 permit states that control measures need to be implemented from “initial land disturbing activity to final stabilization”. Also, sets the expectation that control measures will be designed to control potential discharges to prevent discharges.
- **9.18.050 - Adoption by reference of erosion, sediment and waste control criteria.**
 - Incorporates by reference City’s Stormwater Design Specs (and versions and all revisions). Also incorporates UDFCD. UDFCD is currently industry standard and typically has the most current best available technologies.
 - Changed from City Engineer to Director of Public Works, responsibilities under this section are not limited to design approval but also include ongoing water quality requirements that are not under the supervision of the City Engineer.
- **9.18.060 - Permits and fees.**
 - (a)
 - Added language to include certain sites under an acre be consistent with design specs and State provisions. We’ve had to require grading permits for sites that pose a significant potential threat to surrounding waterways under an acre previously.

- Director to identify these sites relocated from redundant portion of the code.
 - (b)
 - Condensed wording to “construction activities”.
 - Specifies grading permit.
 - Moved language from different section that permittee must still obtain a permit for CDPHE, more appropriate location.
 - (c)
 - Condensed from other subparagraphs to require SWMP and ESCP to be submitted. State or individual permit taken out, will include on new grading permit
 - (d) Current version of code states that we will collect fees for plan review and inspections. It also states we will collect a deposit for BMPs. We do not currently collect any of these (although this may happen again eventually). Fees are directed to fee schedule as they change.
- **9.18.070 – Time.**
 - Changed from 180 days to a year. The actual grading permit currently says that it is valid for 1 year. 180 days may be overly cumbersome for re-permitting requirements – may be hard to track and implement.
 - Changed from City Engineer, to Director of Public Works or designee to give some latitude in the future for who may issue the permit.
 - Minor regulatory language changes.
- **9.18.080 – Failure to complete the work.**
 - Failure to complete work can be identified by Stormwater or Engineering, so changing from the City Engineer to Director of Public Works will encompass both departments.
 - Minor regulatory language changes (“permittee” to “permit holder”/add “completion”/take out “temp or permanent”.
- **9.18.090 – Denial of permit.**
 - Minor regulatory language changes.
- **9.18.100 – Modifications of approved plans.**
 - Changed City Engineer to Director of Public Works, others not under the supervision of the City Engineer potentially could review these changes, such as a Stormwater Engineer.
 - Took out minor modifications. It would be too onerous and impractical to review and approve every BMP substitution. Minor modifications will be detailed within the new provisions of the grading permit. Essentially every change will be updated onsite within the SWMP’s site plan.
- **9.18.110 - Responsibility of permittee.**
 - Specified during construction activities until final stabilization to match permit language. “Grading operations” doesn’t encompass responsibilities up to termination of the permit.
 - (e) Added to ensure that there is regulatory backing to be able to enforce insufficient control measures during land disturbing activities.
 - Minor regulatory language changes.
- **9.18.120 – General Requirements**

- (c) and (h) tied requirements to design specs and Urban Drainage to give basis for standards their proposed control measures must abide by.
 - Minor regulatory language changes.
- **9.18.130 – Maintenance requirements.**
 - Minor regulatory language changes.
- **9.18.140 - Grading permit/soil and erosion control plan requirements.**
 - Added Urban Drainage.
 - Replaced thresholds with reference to different portion of the code that established thresholds.
 - Replaced City Engineer with Director so SWQ staff can identify sites and tell them to obtain a permit.
 - Minor regulatory language changes.
- **9.18.150 - Variances and exceptions.**
 - (e) Changed to Director of Public Works so it could potentially be Engineering or a Stormwater Engineer
 - Took out section for appeals since subparagraph (e) puts approval of exceptions under Director
 - Minor regulatory language changes
- **9.18.160 – Inspection, control and stop work orders.**
 - Certificate of completion was taken out, this is not currently done. If we decide to do this again in the future it can be put into design specs.
 - (b) Removed verbose language (City Attorney’s recommendation).
 - (c)
 - Approval to continue work by Director or designee, not the “City”. City gives broad authority.
 - Replaced City Inspector with Director of Public Works or designee. City Inspector could range multiple departments.
 - Minor regulatory language changes.
- **9.18.170 – Notice of violation**
 - Added provisions to enforce upon people who failed to obtain a permit, previously had no authority to do so. This is a requirement of the MS4 permit.
 - Minor regulatory language changes.
- **9.18.180 - Code violation and administrative hearing procedures.**
 - (b) was moved from another section, it is better placed in this section.
 - Minor regulatory language changes.
- **9.18.190 – Penalties and enforcement.**
 - Taken out per City Attorney’s recommendation. It is a redundancy.

Summary of Changes for 14.15

- **14.15.010 – Declaration of purpose.**
 - Minor regulatory language changes.
- **14.15.020 – Definitions.**
 - City Attorney took out a significant amount of definitions that did not need defining or were not found anywhere within the code.

- **14.15.030 – Creation of Stormwater Management Program**
 - No changes.
- **14.15.040 - Administration by City Manager.**
 - Minor regulatory language changes.
- **14.15.050 - Creation of Stormwater Board.**
 - Minor regulatory language changes and phrasing that unnecessary according to City Attorney.
- **14.15.060 - Comprehensive stormwater management plan.**
 - Minor regulatory language changes.
- **14.15.070 - Duties of Stormwater Board.**
 - Minor regulatory language changes.
- **14.15.080 - Stormwater Management Program fee.**
 - Minor regulatory language changes.
 - (c) City Attorney took out verbose language.
- **14.15.090 - Stormwater Management Program Fund.**
 - Minor regulatory language changes.
 - (b) City Attorney took out verbose language.
- **14.15.100 - Development Infrastructure Fund.**
 - Minor regulatory language changes.
- **14.15.110 - Billing for fee.**
 - Minor regulatory language changes.
- **14.15.120 - Certain properties exempt from fees.**
 - Minor regulatory language changes.
- **14.15.130 - Stormwater fee reduction or waiver.**
 - Proposed removal of this section. The establishment of the stormwater fee is based on quantity, not quality. The factors in this section that lead to the consideration of fee reduction or waiver are quality based. Regardless of water quality, the City has to account for transport and maintenance of the stormwater infrastructure according to the amount of stormwater a property is contributing to the City's stormwater system. Although there have only been a few cases of fee reductions or waivers, the amount that has been reduced/waived is a significant amount and places the onus for stormwater infrastructure maintenance on other businesses and homeowners within the community. The recipients of waivers/reductions have current IGAs with the City, so they will not be impacted by this redaction.
- **14.15.140 - Enforcement.**
 - (c) and (d) added in order to take violators to admin hearing. MS4 permit requirement.
- **14.15.150 - Unpaid fees to be a lien.**
 - (a) City Attorney took out the verbosity of this paragraph and condensed it to a sentence that she felt sufficiently covered the intent and scope of the previous paragraph.
 - (b) Minor regulatory language changes
- **14.15.160 - Requirements for permanent stormwater water quality BMPs.**
 - Took out different types of BMPs, they are now covered in the definitions section.
 - Control measures to be maintained "in perpetuity" added, this is a permit requirement.

- Approval of permanent control measures by Director of Public Works or designee allows for the design standards required by the MS4 permit to be met. However, these must be reflected in design specs prior to July 1st.
 - (b) Added for City to recoup costs for maintenance.
 - (c) Added to create a threshold for what constitutes a violation. MS4 permit requirement.
 - Added language that would allow charging for an admin fee on top of the work done to dissuade people from using the City as a low cost alternative for maintenance or repairs.
- **14.15.165 Excluded projects.**
 - This is an added section. These excluded projects were deemed acceptable exclusions by the State are required by the MS4 permit to be detailed in code if the City decides to take advantage of these exclusions. These exclusions should not pose a significant threat to stormwater quality within Greeley.
 - **14.15.170 – Stormwater facilities and Best Management Practices (BMPs) required for subdivisions.**
 - Replaced references for conformance with current procedures, code currently cites City's stormwater management plan. More appropriate references were substituted, current criteria would be found in Design Specs and Urban Drainage.
 - Per City Attorney's recommendation, the second half of the section was extraneous and therefore recommended removal. Review and approval was moved to the beginning of the section.
 - Minor regulatory language changes.
 - **14.15.180 – Administrative review; appeals.**
 - Recommended to be completely removed by City Attorney. Previous conversations between City Attorney and prior Water Quality Administrator indicated this section was set up when fee was first set up, but may no longer be relevant.
 - **14.15.190 - Title granted to City.**
 - Recommended to be completely removed by City Attorney.
 - **14.15.200 - Responsibilities for stormwater facilities, inspections, right of entry.**
 - (a) Changed acceptance from "City" to Director of Public Works. City is too broadly defined and may open the door to other departments that do not have oversight of maintenance accepting previously private stormwater facilities.
 - Removed verbose language.
 - Minor regulatory language changes.
 - **14.15.210 – City to maintain all public stormwater facilities.**
 - City Attorney recommended that the intent of this section could be captured in one sentence.
 - The City Attorney feels that with the addition of the language "...or upon which the City holds easements, as well as those stormwater facilities formally dedicated to the City.", the concerns which were brought up should be fully addressed. She stated the language

should be general and all encompassing, and not name each situation that the City will maintain the facilities.

- The rest is proposed to be removed because of its extraneous nature.
- **14.15.220 - Disclaimer.**
 - Minor regulatory language changes.

Summary of Changes for 14.16

- **14.16.010 - Declaration of purpose and legislative intent.**
 - Minor regulatory language changes.
- **14.16.020 – Definitions.**
 - City Attorney suggested removal of definition section. Terms were either not used, or did not need to be defined.
- **14.16.030 - Connecting to storm sewer without permit unlawful.**
 - Minor regulatory language changes.
- **14.16.040 - Application for permit.**
 - Updated to make application to Director of Public Works.
 - Establishes that amount for tap/connection fee is in the fee schedule.
- **14.16.050 – Installation costs and fee.**
 - \$50 tap fee was removed and replaced with a reference to the fee schedule.
 - Minor regulatory language change.
- **14.16.070 - Service connections; required before streets paved; specifications; business district requirements.**
 - Service connection approval by Director of Public Works or designee.
 - Minor regulatory language changes.
- **14.16.080 - Required sizes designated; exceptions.**
 - Grammar changes.
- **14.16.090 – Water discharge requirements designated.**
 - Edited to account for all types of pipe, it didn't previously have concrete or plastic.
 - The word roof was removed and a sentence was added to account for residential areas. I purposed that to account for the inclusion of the situations that we addressed, there be a provision added that states if water can't be directed to the stormwater infrastructure before making it to a road, alley, or sidewalk it should be directed to an area that allows for infiltration before it reaches those areas.
 - Minor regulatory language changes.
- **14.16.100 - Application to remodeled buildings, living units and redevelopment districts.**
 - Removed (b) and (c).
 - Phrasing changes proposed by City Attorney for the section, but no substantive changes were made.
- **14.16.110 – Extra fees; imposition procedure.**
 - Removed section.
- **14.16.120 – Payment at building permit issuance.**
 - Removed section.
- **14.16.130 – Drainage system construction; payment costs.**

- City Attorney re-worded this section, regulatory content remains the same.
- Changed “City” to Director of Public Works or designee
- Added “design” to part that City would share cost in. This section was compared to related situations that may arise in the W&S department. The only relevant section found in the W&S code states that the private entity can submit a formal request for reimbursement after construction. There was nothing specifically pertaining to oversizing in code, I imagine they probably have it covered in design specs.
-
- **14.16.140 - Discharge prohibitions.**
 - (a) Replaced extensive list of “prohibited discharges” with illicit discharges, which fully encompasses what was previously defined. Also, specifically prohibiting State defined illicit discharges is a MS4 permit requirement.
 - (b) Included the entirety of the State approved discharge exceptions.
- **14.16.150 - Accidental discharges.**
 - (a) Changed from “City” to Director of Public Works.
 - (b) Included Fire Department for notification per their request.
 - (c) Changed accidental discharge report to go to the Director of Public Works instead of City Manager
 - Minor regulatory language changes.
- **14.16.160 - Cleanup responsibility; assessment for expenses; lien and enforcement.**
 - (f) Changed from “City” to Director of Public Works.
 - Minor regulatory language changes.
- **14.16.170 - Notice of violation; stop work orders.**
 - (c) This section was moved from 14.16.190, which was removed due to redundancy. Also, language was added for clarification on which permit it was referring to.
 - Minor regulatory language change.
- **14.16.180 - Code infraction and administrative hearing procedures.**
 - Minor regulatory language change.
- **14.16.190 - Sanctions.**
 - This section was removed as the contents are fully covered by 14.16.180 and 2.09.120/1.33 which it is referenced therein.

Council Agenda Summary

June 4, 2019

Agenda Item Number 22

Title

Pulled Consent Agenda Items

Council Agenda Summary

June 4, 2019

Agenda Item Number 23

Key Staff Contact: Renee Wheeler, Finance Director, 350-9732

Title:

Continuation of the Public hearing and final reading of an ordinance amending Sections 2.07.040, 4.20.160, and 4.20.190 of the Greeley Municipal Code regarding Intergovernmental Agreements, Change Orders, and Contract Types

Summary:

There are three municipal code provisions staff believes need clarification to direct accountability appropriately and avoid cluttering city council agendas with administrative level review: intergovernmental agreements, change orders, and types of contracts.

City Council approved revisions to the contracts and purchasing chapters of the code April, 2018. Over the last year as the code provisions were being administered, clarifications around the dollar threshold for elevating the oversight responsibility to the City Council level appeared to be necessary. The following minor changes are being recommended for consideration.

- 1) 2.07.040 Intergovernmental Agreements - more specificity around when intergovernmental agreements should be submitted to City Council for consideration (over \$100,000, significant policy, or required by law).
- 2) 4.20.160 Change Orders – more specifically designating City Council considerations for 25% change orders to contracts \$100,000 or greater.
- 3) 4.20.190 – Types of Contracts – clarifying that any legally acceptable and appropriate contract type may be used by the City.

All recommendations are being made to maintain the integrity the oversight responsibility of the code provisions at a \$100,000 threshold and ensure that staff has the ability to make the most effective use of alternate delivery contracts that are common place in the construction industry (i.e., construction management at risk CMAR, progressive design build). This ordinance was introduced at the May 7, 2019 Council meeting and scheduled for public hearing at the May 21, 2019 Council meeting at which time a continuation of the public hearing was requested for the June 4, 2019 Council meeting.

Fiscal Impact:

Does this item create a fiscal impact on the City of Greeley?	No
If yes, what is the initial, or, onetime impact?	
What is the annual impact?	
What fund of the City will provide Funding?	

What is the source of revenue within the fund?	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:

Consideration of this matter is a legislative process which includes the following public hearing steps:

- 1) City staff presentation (if requested)
- 2) Council questions of staff
- 3) Public input (hearing opened, testimony - up to three minutes per person, hearing closed)
- 4) Council discussion
- 5) Council decision

Other Issues and Considerations:

None

Applicable Council Priority and Goal:

The municipal code serves as the legal foundation to perform our duties and provide regulation transparency.

Infrastructure & Growth: Civic Infrastructure – create a community that recognizes and capitalizes on the power of aligned principled relationships to address any challenges we face.

Decision Options:

1. Continue the public hearing and schedule the final reading as recommended;
or
2. Amend the ordinance and continue the public hearing and schedule the final reading;
3. Deny the ordinance

Council's Recommended Action:

A motion to continue the public hearing and schedule the final reading for July 2, 2019.

Attachments:

Ordinance

CITY OF GREELEY, COLORADO

ORDINANCE NO. _____, 2019

AN ORDINANCE AMENDING SECTIONS 2.07.040, 4.20.160,
AND 4.20.190 OF THE GREELEY MUNICIPAL CODE REGARDING
INTERGOVERNMENTAL AGREEMENTS, CHANGE ORDERS, AND CONTRACT TYPES

WHEREAS, the Greeley City Council adopted Chapter 2.07 by adoption of Ordinance No. 18, 2018 and 4.20 by adoption of Ordinance No. 17, 2018; and

WHEREAS, Chapter 2.07 governs the execution of Contracts by the City and sets forth the approvals and signatures required at specified contractual limits; and

WHEREAS, Chapter 4.20 governs Purchasing policy at the City of Greeley; and

WHEREAS, a Finance Department staff review of Chapter 2.07 and 4.20 determined that additional changes need to be made; and

WHEREAS, the proposed changes to the Municipal Code are for the purpose of clarification and uniformity; and

WHEREAS, the City has begun using more alternative delivery contracts and the removal of the prohibition on certain contract types will enable City staff to continue to expand use of alternative delivery methods to reduce cost and expedite progress; and

WHEREAS, it is in the best interests of the citizens of the City of Greeley to amend Chapter 2.07 and 4.20.

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

Section 1. Sections 2.07.040, 4.20.160, and 4.20.190 (a) of the Greeley Municipal Code shall be amended as set forth in Exhibit A attached hereto and incorporated herein by this reference.

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

PASSED AND ADOPTED, SIGNED AND APPROVED THIS _____ DAY OF _____, 2019.

ATTEST:

CITY OF GREELEY, COLORADO

City Clerk

Mayor

Exhibit (Simple Mark-Up Version)

Formatted: Font: 16 pt, Bold

2.07.040 - Intergovernmental agreements.

The City may enter into contracts with other governmental bodies to furnish governmental services and make charges for such services or enter into cooperative or joint activities with other governmental bodies. ~~Approval of such agreements will be approved by City Council resolution or ordinance authorizing the City Manager or his/her designee to sign the agreement.~~ Such agreements will be approved as to substance by the City Manager or designee, as to legal form by the City Attorney or designee, and as to availability of funds by the Director of Finance or designee, except such agreements will be approved by City Council resolution or ordinance:

Formatted: Font color: Dark Red

- (a) When the approval of the proposed agreement involves the direct, monetary payment of more than \$100,000; or,
- (b) in the judgment of the City Manager, the proposed agreement entails significant policy considerations; or,
- (c) the approval by City Council is required by state or federal law.

~~(Ord. 18, 2018, §1(Exh. A), 4 3 2018; Ord. 23, 2013 §2; Ord. 13, 2011 §1; Ord. 78, 1992 §1(part))~~

Formatted: Table Normal1, Space Before: Auto, After: Auto

4.20.160 - Change orders.

Formatted: historynote1

All change orders are processed on a form with the need and source of funds. The description shall include what impacts this change order will have on the future of the project's availability of monies. Department directors may approve any and all change orders within the budgeted contingency. The budgeted contingency shall be included in all original project budgets as adopted with the City's adopted budget. The City Manager can authorize a maximum of twenty-five percent (25%) of the original contract. ~~Every contract m~~Change orders or contract price adjustments in excess of twenty-five percent (25%)edification to City contracts greater than \$100,000, change order or contract price adjustment in excess of twenty-five percent (25%), under a contract with the City shall be subject to prior approval by the City Council.

~~(Ord. 17, 2018, § 1(Exh. A, B), 4 3 2018)~~

4.20.190 - Types of contracts.

- (a) General authority. Subject to the limitations of this Section and funding source agreements, any type of contract which is appropriate to the procurement, compliant with any applicable federal and state laws, and which will promote the best interests of the City may be used ~~provided that the use of a cost-plus-a-percentage-of-cost contract is prohibited.~~

Council Agenda Summary

June 4, 2019

Agenda Item Number 24

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

Title:

Public hearing and final reading of an ordinance to consider establishing C-H (Commercial High Intensity) zoning for certain property located in Weld County, Colorado, recently annexed and known as the 2034 Enclave Annexation, generally located north of the Highway 34 Bypass and south of 20th Street, between 83rd Avenue and 95th Avenue, and a public hearing and final reading of an ordinance changing the official zoning map of the City of Greeley, Colorado, to reflect the same

Summary:

This is a request to establish zoning for the 2034 Enclave Annexation which consists of 8.98 acres of property.

The enclave includes three undeveloped parcels that contain billboards, a telecommunication tower and miscellaneous equipment. There are no active development proposals for the enclave at this time. The site is adjacent to Highway 34 and currently zoned C3 (County Commercial) and A (Agricultural). The City is initiating the annexation and establishment of zoning to C-H (Commercial High Intensity) as allowed for enclave situations in order to consolidate service delivery in the area, coordinate emerging development, and provide predictability for the eventual urban development of these lands. City Council approved the annexation on May 7, 2019.

The Planning Commission considered this request on May 14, 2019 and unanimously recommended approval to City Council. Council heard this item on first reading on May 21, 2019.

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?	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:

Consideration of this matter is a quasi-judicial process which includes the following public hearing steps:

- 1) City staff presentation
- 2) Council questions of staff
- 3) Applicant presentation
- 4) Council questions of applicant
- 5) Public input (hearing opened, testimony - up to three minutes per person, hearing closed)
- 6) Rebuttal, if requested
- 7) Council discussion
- 8) Council decision

Other Issues and Considerations:

None noted.

Applicable Council Priority and Goal:

Consistency with Comprehensive Plan and Development Code standards.

Decision Options:

Regarding the establishment of zoning:

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

Regarding the map change request:

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

Council's Recommended Action:

Finding in favor of establishing zoning, two motions are required:

- A) A motion that, based on the project summary and accompanying analysis, the proposed establishment of zoning to C-H (Commercial High Intensity) zone district meets Development Code Section 18.26.070(b)(2); and, therefore establishment of C-H zoning is approved.
- B) A motion to adopt the map change ordinance and publish with reference to title only

Attachments:

Ordinance

Draft Planning Commission Minutes (May 14, 2019)

Planning Commission Summary (Staff Report) (May 14, 2019)

CITY OF GREELEY, COLORADO

ORDINANCE NO. ____, 2019

CASE NO. ZON2018-0020

AN ORDINANCE CHANGING THE OFFICIAL ZONING MAP OF THE CITY OF GREELEY, COLORADO, TO ESTABLISH C-H (COMMERCIAL HIGH INTENSITY) ZONING FOR CERTAIN PROPERTY LOCATED IN WELD COUNTY, COLORADO, RECENTLY ANNEXED AND KNOWN AS THE 2034 ENCLAVE ANNEXATION, GENERALLY LOCATED NORTH OF THE HIGHWAY 34 BYPASS AND SOUTH OF 20TH STREET, BETWEEN 83RD AVENUE AND 95TH AVENUE

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

Section 1. The following described property located in the City of Greeley known as the 2034 Enclave Annexation is hereby placed into the C-H (Commercial High Intensity) zoning district in the City of Greeley, County of Weld, State of Colorado, and is described as follows:

SEE ATTACHED LEGAL DESCRIPTION

Said described parcel of land contains 8.98 acres, more or less.

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

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

PASSED AND ADOPTED, SIGNED AND APPROVED, THIS ____ DAY OF _____, 2019.

ATTEST:

THE CITY OF GREELEY

City Clerk

Mayor

LEGAL DESCRIPTION

A tract of land located in the North $\frac{1}{2}$ of Section 18, Township 5 North, Range, 66 West of the Sixth Principal Meridian Weld County Colorado more particularly described as Follows:

BASIS OF BEARING: The North line of said Section being N $89^{\circ}59'50''$ E and all bearings contained herein being relative thereto.

Beginning at the Northeast corner of Lot A of the Recorded Exemption No. 0959-18-1-RE176 as

recorded in Reception Number 1660440 of the records of said Weld County, thence along the following courses of the Westerly line of said Lot A;

S $25^{\circ}23'46''$ E, a distance of 309.05'

S $24^{\circ}10'51''$ E, a distance of 316.53' to a point on the Northerly bank of the Boomerang Ditch;

Thence along said Northerly bank the following six courses;

N $40^{\circ}29'23''$ E, a distance of 9.69'

N $70^{\circ}47'52''$ E, a distance of 67.97'

N $86^{\circ}42'26''$ E, a distance of 113.50'

S $84^{\circ}24'39''$ E, a distance of 115.67'

S $60^{\circ}51'34''$ E, a distance of 100.17'

S $45^{\circ}40'48''$ E, a distance of 214.09' to the Southeast corner of said Lot A;

Thence continue along said Northerly bank S $45^{\circ}40'48''$ E, a distance of 9.02' to the Northeasterly

corner of a tract of land as recorded in Reception No. 4035663 of the records of said Weld County; thence along the Easterly and Westerly line of said tract the following two courses;

S $01^{\circ}18'06''$ E, a distance of 270.19'

N $56^{\circ}29'24''$ W, a distance of 717.31' to the Northwest corner of said tract said point furthermore

being the Southwesterly corner of a tract of land as recorded in Reception No. 2574720 of the records of said Weld County, thence along the Westerly line of said tract the following two courses;

N $56^{\circ}29'24''$ W, a distance of 409.91'

N $57^{\circ}45'27''$ W, a distance of 599.22' said point furthermore being the Southeast corner of a tract

of land as recorded in Reception No. 1738345 of the records of said Weld County, thence along the Westerly line and Northerly line of said tract the following two courses;

N $57^{\circ}45'27''$ W, a distance of 141.88' to the Northwest corner of said tract,

N $89^{\circ}59'50''$ E, a distance of 120.00' the Northeast corner of said tract, said point furthermore being the Northwest corner of that tract as recorded in Reception No. 2574720. Thence along the

Northerly line of said tract N 89°59'50" E, a distance of 632.32' to the Point of Beginning for his description and containing 391352 S.F. or 8.98 Acres more or less.



PLANNING COMMISSION

Proceedings

May 14, 2019

**City Center South
Council Chambers Room
1001 11th Avenue
1:15 p.m.**

I. Call to Order

Vice Chair Briscoe called the meeting to order at 1:15 p.m. Commissioners Schulte, Andersen, Modlin and Rarick were present. (Chair Yeater was absent. Commissioner Romulo was present, but was a non-voting member as this was her first hearing.)

II. Excellence in Community Design Award presentation

Brad Mueller, Community Development Director, addressed the Commission with a brief presentation about the Excellence in Community Design Awards. Mr. Mueller expressed thanks to staff and those who served as judges. Awards were presented to the Double Tree Hotel (Commercial Redevelopment), Good Times Restaurant (New Commercial), City Center South (Institutional), West Ridge Academy (Adaptive Re-Use), "Courage Takes Heart" mural (Wes Bruce and Armando Silva), and a series of seven murals in the 8th Street walk-through (Frank Garza).

IV. Approval of minutes for meeting held on March 26, 2019

Commissioner Andersen moved to approve minutes of the meeting held on March 26, 2019. Commissioner Rarick seconded the motion. The motion carried 5-0. (Chair Yeater was absent and Commissioner Romulo was a non-voting member.)

V. Approval of minutes for meeting held on April 23, 2019

Commissioner Rarick moved to approve minutes of the meeting held on April 23, 2019. Commissioner Schulte seconded the motion. The motion carried 5-0. (Chair Yeater was absent and Commissioner Romulo was a non-voting member.)

VI. A public hearing to consider a city-initiated request for establishment of C-H (Commercial High Intensity) zoning on 8.98 acres for an enclave proposed to be annexed into the City located north of Highway 34 Bypass and south of 20th Street between 83rd Avenue and 95th Avenue

Project Name: 2034 Enclave Annexation Establishment of Zoning
Case No.: ZON2018-0020
Applicant: City of Greeley on behalf of Public Service of Colorado, Samad Aghajani and Susan Aghajani
Location: North of Highway 34 Business and south of 20th Street between 83rd Avenue and 95th Avenue
Presenter: Rachel Prelog, Planner II

Ms. Prelog addressed the Commission and entered the staff report into the record. She noted that this matter was previously approved for annexation by City Council. Ms. Prelog stated that the establishment of zoning is being initiated by the City to place zoning on recently annexed properties in a timely manner as required by Colorado Statute. She identified the location and stated that the property was currently zoned C3 (Country Commercial) and A (Agricultural).

Ms. Prelog advised that the subject enclave included three undeveloped parcels that contained billboards, a telecommunication tower and miscellaneous equipment. She added that there are no active development proposals for the enclave at this time. Ms. Prelog stated that there are two property owners marketing their property for sale and that it would be beneficial not to change the zoning on these particular properties once the properties are annexed. Ms. Prelog stated that this proposal met all criteria of Section 18.26.070 (b) (1-2) of the Development Code and recommended approval.

Commissioner Andersen asked if changes to zoning were forthcoming that would allow mixed uses. Ms. Prelog advised that an overhaul of the Development Code would be required which was not currently planned. She added that the services of an outside consultant, as well as proper funding, would be required for that type of change to the Code. Upon question by Commissioner Andersen, Ms. Prelog confirmed that residential can existing in a Commercial High Intensity zone, but commercial may not exist in a Residential zone.

Vice Chair Briscoe opened the public hearing at 1:34 p.m. There being no comment, the public hearing closed at 1:34 p.m.

Commissioner Andersen moved that based on the application received and the preceding analysis, the Planning Commission finds that the proposed C-H (Commercial High Intensity) zone district meets the review criteria found in the following Development Code Section 18.26.070(b)(2) and recommend approval of the C-H (Commercial High Intensity) zone district to the City Council. Commissioner Rarick seconded motion. The motion carried 5-0. (Chair Yeater was absent and Commissioner Romulo was a non-voting member.)

VII. Staff Report

Mr. Mueller welcomed Chelsie Romulo to the Planning Commission. He also welcomed back Caleb Jackson as a planner for the City of Greeley. Mr. Jackson addressed the Commission and offered to answer any questions. Mr. Mueller reported on the number of development review projects and the use of the TRAKiT project tracking system.

VIII. Adjournment

The meeting was adjourned at 1:41p.m.

Erik Briscoe, Vice Chair

Brad Mueller, Secretary

PLANNING COMMISSION SUMMARY

ITEM: Establishment of Zoning

FILE NUMBER: ZON2018-0020

PROJECT: 2034 Enclave Annexation Establishment of Zoning

LOCATION: Various Properties – North of Highway 34 Bypass and south of 20th Street, in between 83rd Avenue and 95th Avenue

APPLICANT: City of Greeley, on behalf of Public Service of Colorado, Samad Aghajani, and Susan Aghajani

CASE PLANNER: Rachel Prelog, Planner II

PLANNING COMMISSION HEARING DATE: May 14, 2019

PLANNING COMMISSION FUNCTION:

The Planning Commission shall consider the staff report, along with testimony and comments made by the applicant and the public, and shall then make a recommendation to the City Council regarding the application in the form of a finding based on the review criteria in Section 18.26.070 of the Development Code.

EXECUTIVE SUMMARY

The City of Greeley, on behalf of Public Service of Colorado, Samad Aghajani, and Susan Aghajani is considering and initiating a request to establish a C-H (Commercial High Intensity) zone district on 8.98 acres, located north of Highway 34 Bypass and south of 20th Street, in between 83rd Avenue and 95th Avenue (*see Attachments A – Vicinity Map*).

A. REQUEST

The City of Greeley is requesting approval of an establishment of zoning for annexed land, known as the 2034 Enclave Annexation.

B. STAFF RECOMMENDATION

Approval

C. LOCATION

Abutting Zoning:

North:	Residential Low Density (R-L)
South:	Agricultural Holding (H-A)
East:	Planned Unit Development (PUD)
West:	Residential Medium Density (R-M) & Agricultural Holding (H-A)

Surrounding Land Uses:

North: Single-family Residential
South: Vacant/Undeveloped Land
East: Office Building with outdoor storage
West: Vacant/Undeveloped Land

Site Characteristics:

The subject sites are largely undeveloped. Parcel 095918100006 contains one billboard and one telecommunications tower. The main Boomerang Ditch daylight north of Highway 34 and runs north and east through the parcel. Parcel 095918000055 contains one billboard. Parcel 095918000054 contains one billboard and Public Service of Colorado equipment. The topography of the enclave is highest in the southeast corner near Highway 34 and the Main Boomerang Ditch, and then slopes to the northwest (*see Attachments B – Site Analysis Map*).

Lot Coverage:

Enclave Size: 8.98 Acres
Area of Zoning: 8.98 Acres

D. BACKGROUND

This establishment of zoning is being initiated by the City of Greeley to place zoning on recently annexed properties in a timely manner, as required by Colorado Statute. The annexation, known at the 2034 Enclave Annexation (ANX2018-0005), was approved by City Council on May 7, 2019. State law requires that zoning be established on all newly annexed parcels within 90 days of the completion of an annexation. The City is proposing C-H (Commercial High Intensity) zone district for the subject enclave (*see Attachments C – Zoning Boundary Map*).

The subject enclave includes three undeveloped parcels that contain billboards, a telecommunication tower and miscellaneous equipment. There are no active development proposals for the enclave at this time. The subject site is currently zoned C3 (County Commercial) and A (Agricultural), adjacent to Hwy 34. Conceptual commercial plans for parcel 095918000055 were discussed with the City during the preparation of the enclave annexation and establishment of zoning. The sale of the property did not come to fruition but has been continued to be marketed for commercial use.

The City is initiating the annexation and establishment of zoning, as allowed for enclave situations, in order to consolidate service delivery in the area, to coordinate emerging development, and to provide predictability for the eventual urban development of these lands.

E. KEY ISSUES and ANALYSIS/APPROVAL CRITERIA

The review criteria found in Section 18.26.070(b) (1-2) of the Development Code shall be used to evaluate the establishment of zoning application.

The City shall consider zoning such newly annexed areas under the appropriate zoning category as follows:

- 1. If land use approval and or development of area being considered for annexation are not pending upon completion of annexation, if the subject property is in a transitional state regarding development, or if it is in the best interest of the City, the City Council shall place the newly annexed property into the H-A (Holding Agriculture) zoning District.**

Staff Comment: There are no pending developments proposed for the subject enclave at this time.

The request does not comply with this criterion.

- 2. Request for a zoning district other than the H-A (Holding Agriculture) District may be considered in conjunction with the submittal of all applicable requirements for a zoning suitability plan or a rezoning application. The City Council shall place the newly annexed property into the zoning district most appropriate considering the goals and objective of the City's Comprehensive Plan and the applicant's future development plans.**

Comprehensive Plan Policies & Objectives:

GC-1.5 Annexations: *When considering a proposed annexation, the City should find persuasive evidence that the inclusion of the property into the City's jurisdiction meets the goals and objectives of the Comprehensive Plan, and that the property can be developed in a manner that will be a positive addition to the city, improve the quality of Greeley's neighborhoods, and can be provided with municipal services.*

Staff Comment: The Imagine Greeley Land Use Guidance Map encourages high intensity mix-use in the area. This would allow for a range of residential, commercial, and civic uses. The high intensity mix use district or "building block" centers around what is anticipated to be a regional commercial node at 83rd Avenue and Hwy 34 Bypass. The mix-use district then extends north to 20th Street and west to 95th Avenue and south of Hwy 34, straddling Twin Rivers Parkway.

The subject enclave is currently zoned C-3 in the county with a strip of Agricultural "A" zoning adjacent to Highway 34. North and east of the subject enclave are commercial uses. The property on the corner of 83rd Avenue and 20th Street is an indoor storage facility with outdoor boat and recreational storage and is zoned Commercial High Intensity (C-H). The property north of the enclave 8750 20th Street is owned by a food testing lab which occupies the southern portion of the building and is zoned Planned Unit Development (PUD) to allow for office use with some outdoor storage.

Renovations to the building are planned with the intent of leasing out the majority of the building as office space.

The City of Greeley's current zoning ordinance does not contain a specific zoning district to support mix-use development. However, C-H district would offers the most flexibility in uses, including residential use, with the approval of a Use by Special Review.

Staff believes C-H zoning is the most appropriate zoning for the enclave at this time as it conforms to the Imagine Greeley's Land Use Guidance Map, is a continuation of commercial development occurring along Hwy 34, was zoned commercial in the county, and provides the most predictability for property owners currently marketing the property.

The request complies with this criterion.

F. PHYSICAL SITE CHARACTERISTICS

1. SUBDIVISION HISTORY

Parcels 095918000054 and 095918000055 were originally known as Lot B of RE-176, platted 1975. Parcels 095918000054 was created in 1977 via warranty deed. Parcel 0959181000006 appears to have also been created via warranty deed. The first transaction in Weld County records is dated 2006.

2. HAZARDS

There are no known environmental hazards within the enclave area.

3. WILDLIFE

There are no known significant wildlife species in the enclave area.

4. FLOODPLAIN

The subject enclave is not in the floodway or floodplain as identified by Federal Emergency Management Administration (FEMA) flood data. No change is expected to this area as a result of this enclave annexation request.

5. DRAINAGE AND EROSION

The existing drainage patterns are expected to continue to follow the existing lay of the land. Drainage patterns would be examined in greater detail through any future land use requests.

6. TRANSPORTATION

There are currently no accesses constructed to/from parcel 095918000055. Access would be granted onto 20th Street, if developed. The ultimate location would likely line up across from 90th Avenue. Parcel 095918000054 currently has direct access onto Highway 34 Bypass. If redeveloped, Colorado Department of Transportation has indicated that the

existing access would be required to be removed. New access to the property would have to be granted through adjacent parcels onto 20th Street.

G. SERVICES

1. WATER

The subject site is not currently served by City of Greeley Water. There is an existing eight-inch water line north of the enclave, within 20th Street. Any future development on the site would be eligible to connect with the existing water line.

2. SANITATION

The subject site is not currently served by City of Greeley Sewer. There is a ten-inch sewer line north of the enclave that extends from the Mountain Shadows Subdivision into the FSNS Property located at 8750 20th Street. There is also an eight-inch line north of the enclave which is stubbed to 90th Avenue and 19th Street Road

3. EMERGENCY SERVICES

The subject enclave is currently served by the Windsor/Severance Fire Protection District. With the successful annexation, the City of Greeley, on behalf of the property owners within the enclave, would petition for the properties to be withdrawn from the Windsor/Severance Fire Protection District. The City of Greeley Fire Department would take over fire services for this area, once the properties are annexed.

The closest fire station is approximately three miles northeast of the subject site on 10th Street near 71st Avenue. The City of Greeley Police Department would also serve this area with the completion of the annexation. The nearest police station is approximately six miles northeast of the subject enclave on 10th Street near 28th Avenue.

4. PARKS/OPEN SPACES

No public parks or public open space areas are proposed with this request. Mountain Shadows Natural Area and the Sheep Draw are located approximately ½ mile north of the enclave.

5. SCHOOLS

No schools are proposed or located within the subject enclave. The proposed enclave annexation is within the Windsor School District boundary. An impact report was sent to the district for their review and comment on March 25, 2019. No response has been received as of May 8, 2019.

H. NEIGHBORHOOD IMPACTS

1. VISUAL

No known visual impacts would be created by annexing the enclave. The area would remain in the current condition until future land use development is proposed, which would be reviewed for compliance with the City of Greeley's Development Code.

2. NOISE

It is not anticipated that the proposed enclave annexation would create any significant increase in noise. Any potential noise created by this development will be regulated by the Municipal Code once the annexation process is completed.

I. PUBLIC NOTICE AND COMMENT

Neighborhood notices were mailed to property owners within the area to be annexed and zoned on December 21, 2018. Notices to surrounding property owners within 500 ft. of the subject enclave were mailed on May 1, 2019 per Development Code requirement. Two signs were posted on the property along 20th Street. Staff received two inquiries, one to clarify what enclave annexation meant and the other to inquire about the zoning and proposed uses. The resident didn't have any additional comments or concerns.

J. PLANNING COMMISSION RECOMMENDED MOTION

Based on the application received and the preceding analysis, the Planning Commission finds that the proposed C-H (Commercial High Intensity) zone district meets the review criteria found in the following Development Code Section 18.26.070(b)(2) and recommend approval of the C-H (Commercial High Intensity) zone district to the City Council.

ATTACHMENTS

Attachment A – Vicinity Map

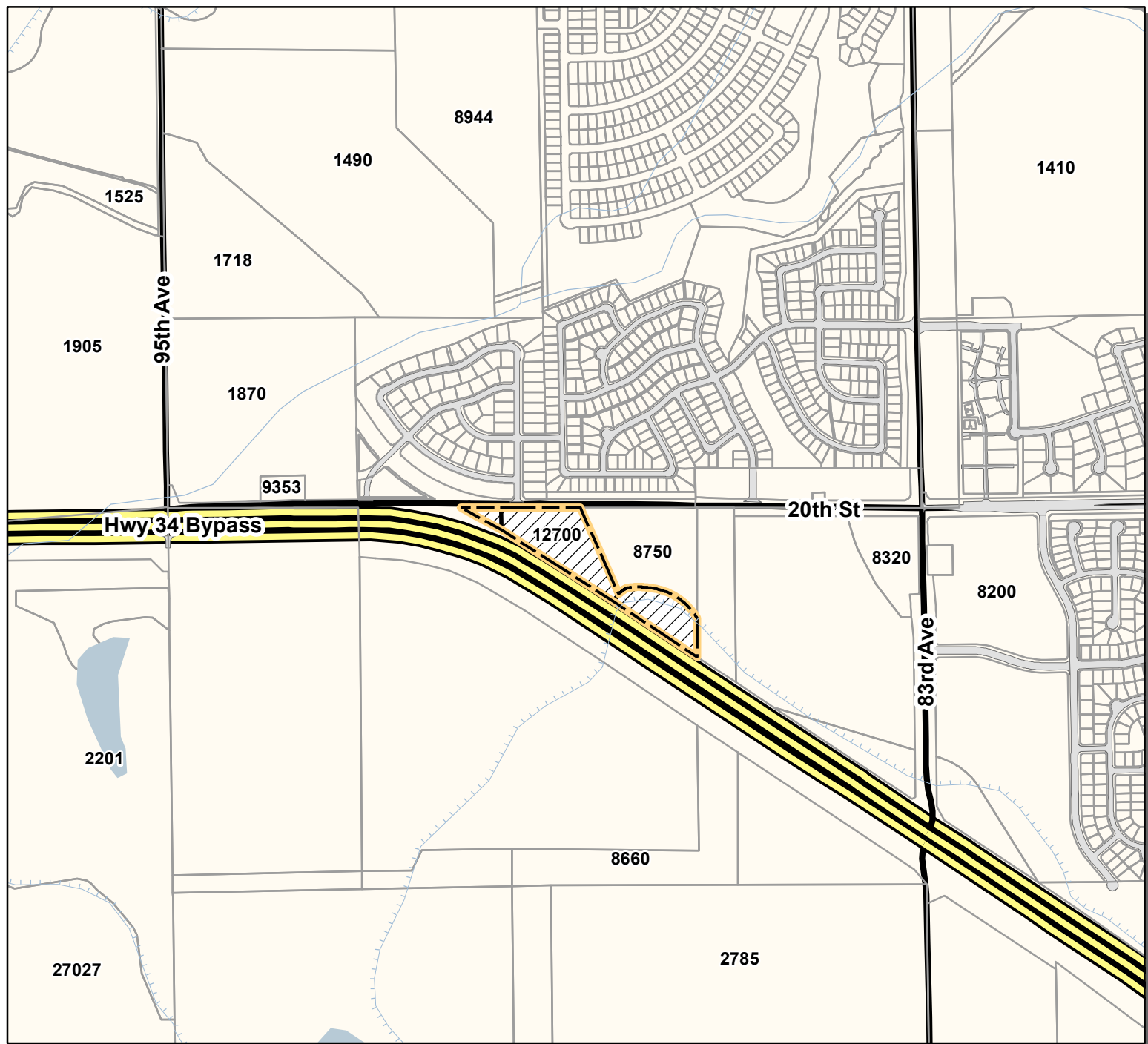
Attachment B – Site Analysis Map

Attachment C – Zoning Boundary Map



Vicinity Map

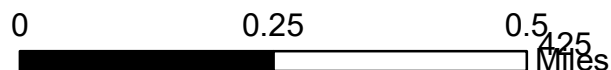
2034 Enclave Annexation Establishment of Zoning



ZON2018-0020

Legend

-  City Limits
-  2034 Enclave Annexation
-  Expressway
-  Arterials
-  Local, Collectors
-  Unknown



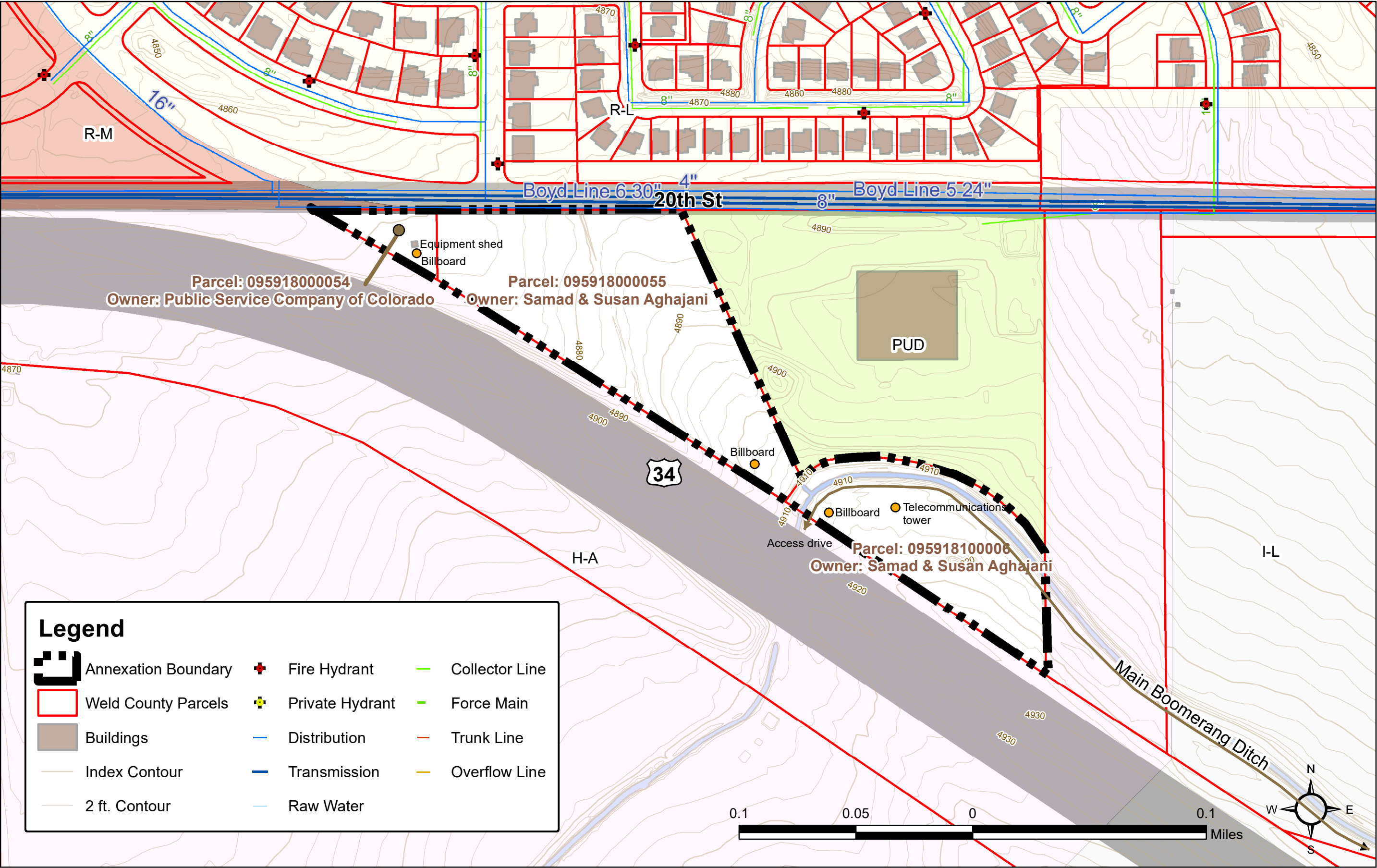
2034 ENCLAVE ANNEXATION SITE ANALYSIS

DRAWN BY:
RP

City of Greeley
Community Development
1100 10th Street, Suite 202
Greeley, CO 80631

2034 ENCLAVE ANNEXATION

PROJECT #:
ANX2018-0005



LEGAL DESCRIPTION

A tract of land located in the North ½ of Section 18, Township 5 North, Range, 66 West of the Sixth Principal Meridian Weld County Colorado more particularly described as Follows:

BASIS OF BEARING: The North line of Lot A of the recorded Emmentum Number 0959-18-1-RE176 and all bearings contained herein being relative thereto.

Beginning at the Northeast corner of Lot A of the Recorded Exemption No. 0959-18-1-RE176 as recorded in Reception Number 1660440 of the records of said Weld County, thence along the following courses of the Westerly line of said Lot A;

S 25°23'46" E, a distance of 309.05'

S 24°10'51" E, a distance of 316.53' to a point on the Northerly bank of the Boomerang Ditch;

Thence along said Northerly bank the following six courses;

N 40°29'23" E, a distance of 9.69'

N 70°47'52" E, a distance of 67.97'

N 86°42'26" E, a distance of 113.50'

S 84°24'39" E, a distance of 115.67'

S 60°51'34" E, a distance of 100.11'

S 45°40'48" E, a distance of 9.02' to the Southeast corner of said Lot A;

Thence continue along said Northerly bank S 45°40'48" E, a distance of 9.02' to the Northeastly corner of a tract of land as recorded in Reception No. 4035663 of the records of said Weld County; thence along the Easterly and Westerly line of said tract the following two courses;

S 01°18'06" E, a distance of 270.19'

N 56°29'24" W, a distance of 717.31' to the Northwest corner of said tract said point furthermore being the Southwestly corner of a tract of land as recorded in Reception No. 2574720 of the records of said Weld County; thence along the Westerly line of said tract the following two courses;

N 56°29'24" W, a distance of 409.91'

N 57°45'27" W, a distance of 599.22' said point furthermore being the Southeast corner of a tract of land as recorded in Reception No. 1738345 of the records of said Weld County; thence along the Westerly line and Northerly line of said tract the following two courses;

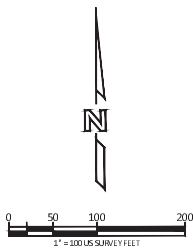
N 57°45'27" W, a distance of 141.88' to the Northwest corner of said tract;

N 89°59'50" E, a distance of 120.00' the Northeast corner of said tract, said point furthermore being the Northwest corner of that tract as recorded in Reception No. 2574720. Thence along the Northerly line of said tract N 89°59'50" E, a distance of 632.32' to the Point of Beginning for his description and containing 391352 S.F. or 8.98 Acres more or less.

2034 ENCLAVE REZONE PLAT
LOCATED IN SECTION 18, TOWNSHIP 5 NORTH, RANGE 66 WEST, 6TH P.M.
WELD COUNTY, COLORADO



VICINITY MAP
N.T.S.



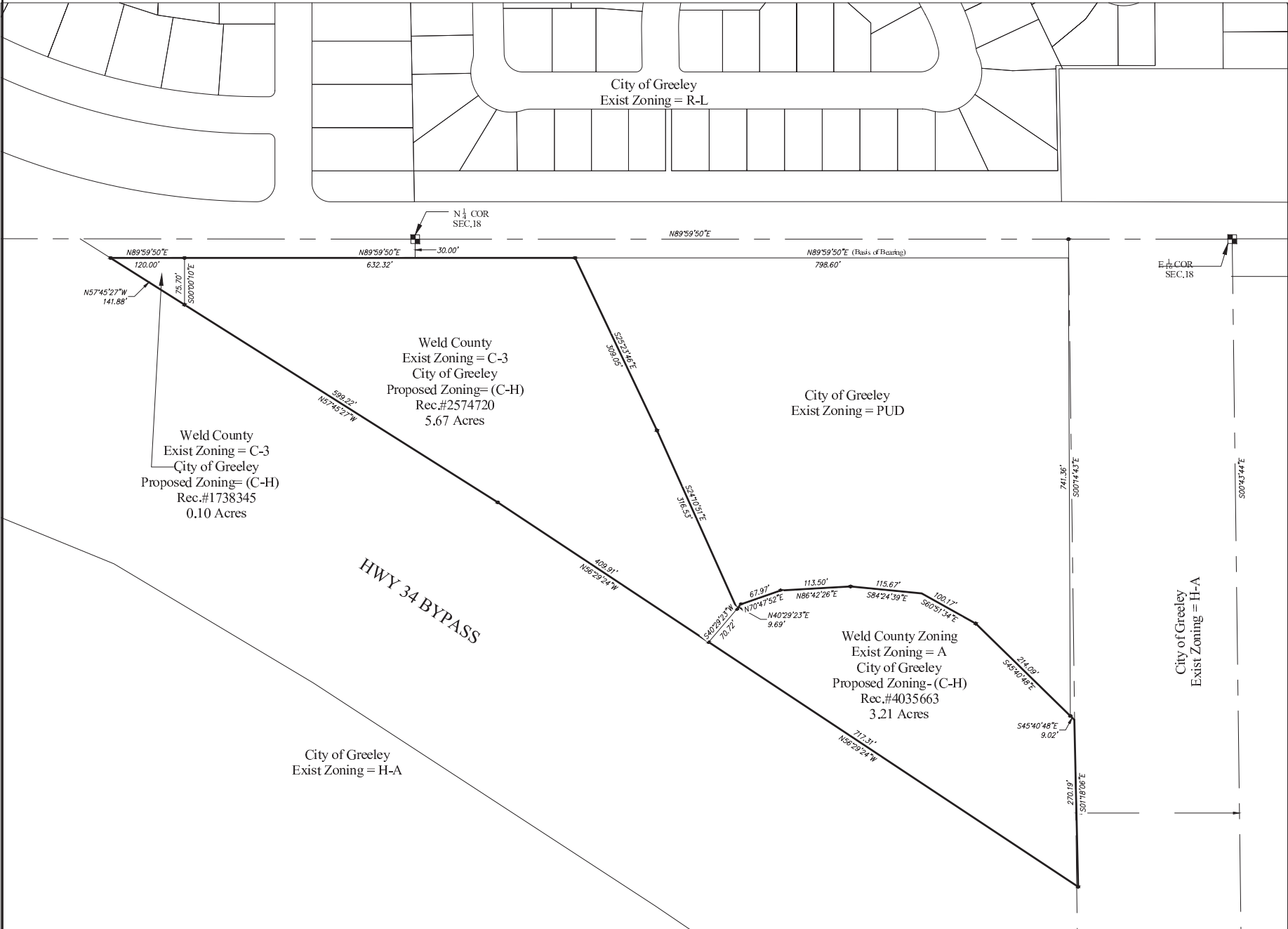
NOTES:

1. **BASIS OF BEARING:** The North line of Lot A of Recorded Exemption Number 0959-18-1-RE 176, and Recorded in the Records of Weld County, Colorado under Reception Number 1660440 as being N 89°59'50" E a distance of 798.60 Feet.
2. Lined measurements shown herein are U.S. Survey Feet.
3. The area covered by this Rezone Plat includes three tracts of land bounded by the Northerly right-of-way of Highway 34 Bypass, the South right-of-way of 20th Street, the Westerly line and Southerly lines of Recorded Exemption 0959-18-1-RE176; the Westerly line of that tract of land described in Reception Number 4035663 from the Southerly line said Exemption 0959-18-1-RE176 to the said Northerly right-of-way of Highway 34 Bypass.

SURVEYOR'S STATEMENT:

THIS REZONE DRAWING IS NOT INTENDED TO BE A MONUMENTED LAND SURVEY. ITS SOLE PURPOSE IS AS A GRAPHIC REPRESENTATION FROM EXISTING DOCUMENTS OF RECORD TO AID IN THE VISUALIZATION OF THE WRITTEN PROPERTY DESCRIPTION AS SHOWN HEREON AND THAT THE SAME IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.

Robert F. Muirheid, P.L.S.
Colorado PLS No. 13225
For and on behalf of the City of Greeley



Drawing Date:	
Drawing File Name:	
Full Path:	
Horiz. Scale:	Vert. Scale:
Unit Information	Unit Leader
Drawn by:	Checked by:



PUBLIC WORKS DEPARTMENT
DIVISION OF ENGINEERING
1001 NINTH AVENUE
GREELEY, COLORADO 80631

2034 ENCLAVE REZONE PLAT

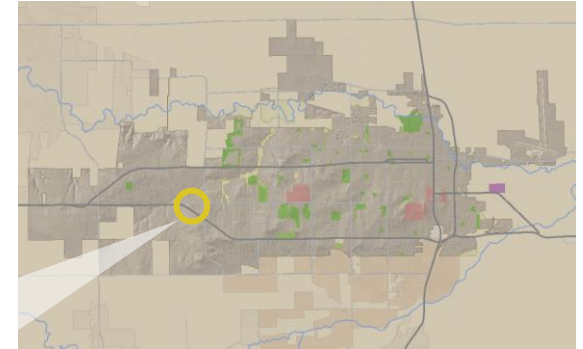
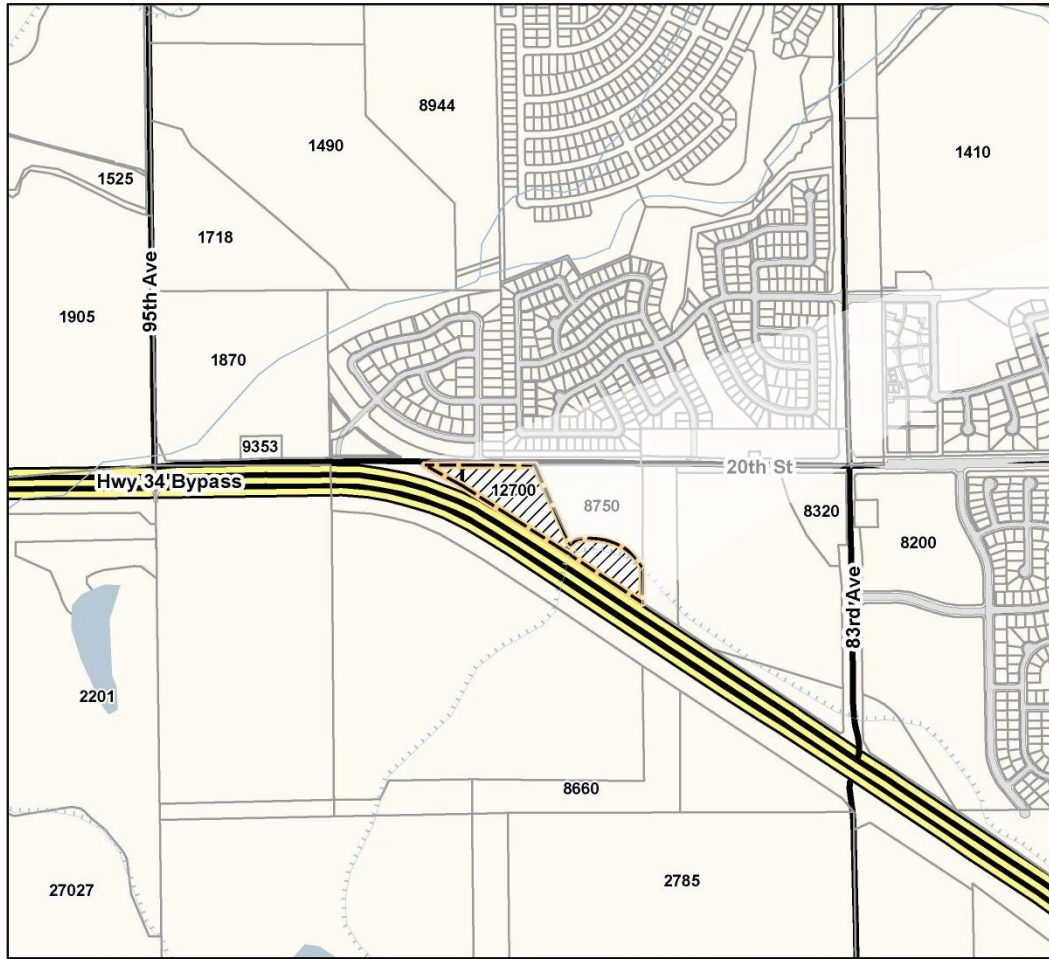
Sheet Revisions			WELD COUNTY COLORADO	
Date:	Comments	Init.		
2/15/2019:	Revised Name		SECTION	
3/29/2019:	Basis of Brg. & Notes		TOWNSHIP	5 NORTH
			RANGE	65 WEST OF 6TH P.M.

SHEETS
1
427



2034 ENCLAVE ANNEXATION ESTABLISHMENT OF ZONING

Location



- Enclave Annexation approved May 7 by City Council
- City required to establish zoning within 90 days
- Establish C-H zoning

Site Characteristics

SIZE: 8.98 Acres

SURROUNDING ZONING:

North – R-L

East – PUD

South H-A

West – H-A & R-M

SURROUNDING USES:

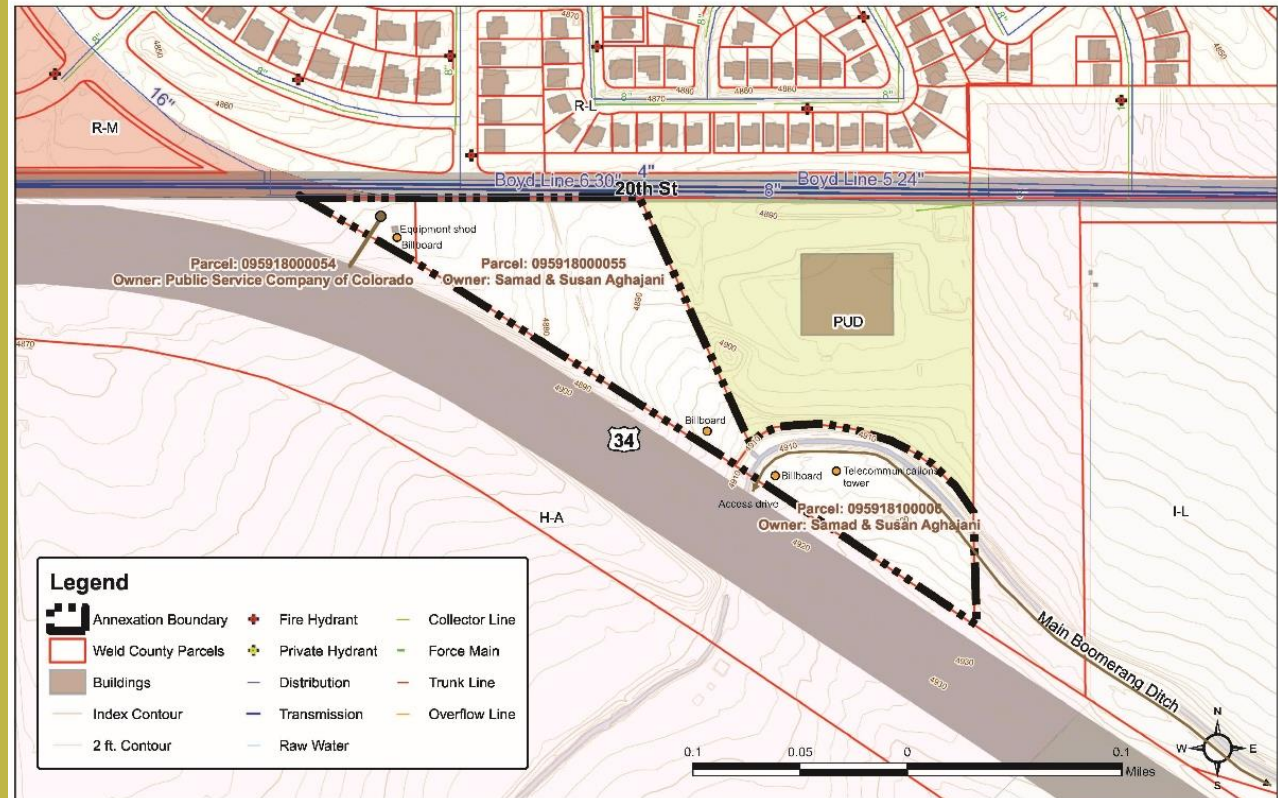
North – Single-family Residential

East – Office

South – Agricultural land

West – Agricultural land

2034 ENCLAVE ANNEXATION SITE ANALYSIS



Approval Criteria



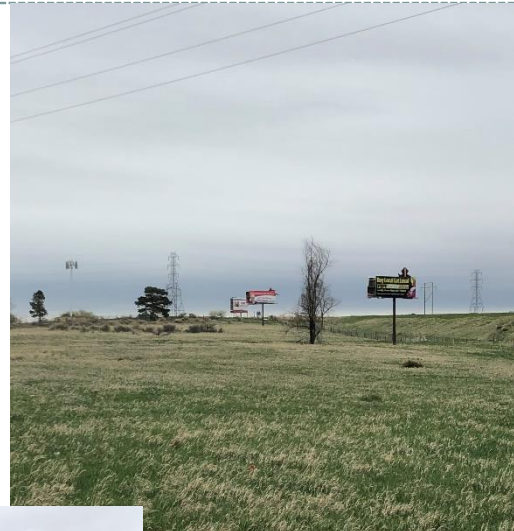
Establishment of Zoning

N/A	If land use approval or development are not pending, the subject property is considered transitional and should be placed in Agricultural Holding zoning district
OR	
Yes	The City Council shall place the newly annexed property into the most appropriate zoning district according to the goals and objectives of the Comprehensive Plan ○ Land Use Guidance Map identifies the area as High Intensity Mix-Use ○ Located adjacent to Hwy 34 & 83rd Avenue; anticipated to be a regional commercial node ○ Commercial High provides most flexibility in achieving high intensity mix-use ○ Currently zoned C-3 (Regional Commercial) in the County ○ Provides the City and owner predictability as this property has been on the market for some time



Recommendation

- Meets Development Code Establishment of Zoning criteria Section 18.26.070(b) (2)
- Planning Commission unanimously recommends approval
 - May 15 hearing



LAND USES

C-H (Commercial High Intensity)

Permitted Uses = Use is permitted by right in the zoning district

PERMITTED USES		
Residential ⇨ Farming Institutional ⇨ Cemeteries, Columbarium ⇨ Churches ⇨ Emergency Shelters, Missions ⇨ Hospitals ⇨ Libraries, Museums, Public or Quasi-public ⇨ Intermediate and Long-Term Care, Assisted Living Units ⇨ Police/Fire Stations, Ambulance Dispatch and Storage ⇨ Schools - Adult (Business, Trade) Commercial Animal Uses ⇨ Kennels (Could also be a DR) ⇨ Pet Stores ⇨ Veterinary Clinic (No outdoor runs) ⇨ Art, Dance, Photo Studios, Galleries Auto Uses ⇨ Auto Rental (Maximum 10 Cars or Vans) ⇨ Car & Truck Wash (over 3 bays USR) ⇨ Towing Services ⇨ Banks, Savings & Loans, Financial Institutions, ATM's, Drive-up Windows - "DR" Required for Drive-up Windows ⇨ Bars, Taverns, Nightclubs, Lounges ⇨ Bingo Halls & Parlors ⇨ Brew Pubs ⇨ Builders/Contractors Supply Offices & Yards - Max. 25% of GFA for Indoor Assembly	Commercial Cont. ⇨ Cleaning & Janitorial Services ⇨ Dry Cleaning (no cleaning on-site) ⇨ Emission Testing Centers ⇨ Exterminating Shops Golf Uses ⇨ Golf Courses, Country Clubs, Driving Ranges w/o Lighting ⇨ Golf Courses, Driving Ranges w/ Lighting ⇨ Miniature Golf ⇨ Laundromats Lodging ⇨ Hotels, Motels ⇨ Medical/Dental Offices & Clinics, Massage Therapists, Medical Supply Sales & Rental ⇨ Mortuaries, Funeral Homes ⇨ Nurseries, Greenhouses, Garden Shops ⇨ Offices ⇨ Parking Lots & Structures ⇨ Pawn Shops ⇨ Personal Service Shops (Beauty, Barber, Tanning & Nail Salons, Shoe Repair) ⇨ Printing, Copying Shops, Mail Centers ⇨ Radio/TV Stations Recreation Uses ⇨ Community Recreation Buildings ⇨ Indoor/Outdoor Extensive (Skating Rinks, Bowling Alleys, Video Arcades, Riding Clubs, Tennis Courts, etc.) ⇨ Outdoor Intensive (Go Cart Tracks, Bumper Cars, etc.) ⇨ Membership Clubs, Health Clubs, Martial Arts Studios	Commercial Cont. ⇨ Open Space ⇨ Park (pocket) ⇨ Park (neigh) ⇨ Park (comm/reg) ⇨ Rental Service (Equipment, Small Tools, Supplies, Appliances, Home Furnishings) ⇨ Repair Shops Restaurants ⇨ Cafes & Other Eating Establishments (Including Outdoor Seating/Eating Areas) Retail Sales ⇨ Under 3,000 sq ft, GFA 1 or combo. of Stores ⇨ 3,000 – 20,000 sq ft GFA 1 or Combination of Stores Theaters ⇨ Indoor, Movie ⇨ Train, Shuttle, Bus Depots ⇨ Upholstery Shops Industrial ⇨ Newspaper & Publishing Plants, Binderies ⇨ Research & Testing Labs Telecommunication Uses ⇨ Utility Service Facilities less than 300 sq ft no office or storage space Wireless Uses ⇨ Co-location (on existing tower)**

** As long as tower or building height is not increased

LAND USES

C-H (Commercial High Intensity)

Design Review = Use is permitted in the zoning district but is subject to review by City staff

Use by Special Review = All aspects of the proposed land use must be approved by the Planning Commission

DESIGN REVIEW	USE BY SPECIAL REVIEW
Residential ⇨ Mixed-use (must include residential) ⇨ Secondary Dwellings Institutional ⇨ Child Care/Day-Care Centers/Preschools Commercial ⇨ Entertainment Establishment Auto Uses ⇨ Auto Repair, Sales (Over 1 acre in size whether on individual sites or several such uses combined would be USR) ⇨ Banks, Savings & Loans, Financial Institutions, ATM's, Drive-up Windows - "D" required for Drive-up Windows ⇨ Convenience Stores with Gas Sales ⇨ Gas Stations (sites over 1 acre in size USR) ⇨ Gas Stations with Repair, Lube & Tire Shops - including underground fuel storage (sites over 1 acre in size USR) Lodging ⇨ Bed and Breakfast Restaurants ⇨ Drive-in or Drive-thru Facilities (including outdoor seating areas) ⇨ Drive-up window Retail Sales ⇨ Large Retail (over 20,000 sq ft) Industrial Recycling Centers ⇨ Small Collection ⇨ Large Collection & Processing Facility Telecommunication Uses ⇨ Satellite Earth Station Antennas (over 3' in diameter) ⇨ Utility, Communication Towers/Cabinets less than building height permitted by zone Warehousing ⇨ Self Serve Storage Units – (site over 5 acre in size is a USR) Wireless Uses ⇨ Stealth Design** ⇨ Roof-top mounted**	Residential ⇨ Single-family Dwellings ⇨ Two-family Dwellings ⇨ Multi-family Dwellings ⇨ Townhouse Dwellings ⇨ Boarding & Rooming Houses, Dormitories, Fraternities, Sororities, Group Quarters, SRO's ⇨ Group Homes (8 or less residents) Institutional ⇨ Group Homes (more than 8 residents) ⇨ Schools ⇨ Universities/Colleges Commercial Animal Uses ⇨ Veterinary Clinic (outdoor runs) Auto Uses ⇨ Auto Repair, Sales (over 1 acre in size whether on individual sites or several such uses combined) ⇨ Builders/Contractors Supply Office & Yards - Maximum 25% of site for outdoor storage ⇨ RV and Travel Trailer Parks Retail Sales ⇨ Large Retail (over 100,000 sq. ft. GFA) Theaters ⇨ Drive-in ⇨ Outdoor - Auditoriums, Sports Arenas, Stadiums ⇨ Theme or Amusement Parks, Zoos, Aquariums Warehousing ⇨ Recreation vehicle/equipment, boat and personal vehicle storage ⇨ Self Serve Storage Units (sites over ½ acre in size) Industrial ⇨ Oil & Gas Operations Telecommunication Services ⇨ Utility, Communication Towers/Cabinets over building height permitted by zone ⇨ Utility Service Facilities - more than 300 sq ft, no office or storage space ⇨ Utility Lines - Over 33 KVA, Overhead Wireless Uses ⇨ Free-standing(non-stealth)**

** As long as tower or building height is not increased

Council Agenda Summary

June 4, 2019

Agenda Item Number 25

Title

Scheduling of Meetings, Other Events

Summary

During this portion of the meeting the City Manager or City Council may review the attached Council Calendar or Worksession Schedule regarding any upcoming meetings or events.

Attachments

Council Meeting/Worksession Schedule
Council Meetings/Other Events Calendar

City Council Meeting Schedule

<u>Date</u>	<u>Description</u>	<u>Staff Contact</u>	
June 11, 2019 Worksession			
June 18, 2019	***CANCELLED***		
June 25, 2019 Worksession	Monthly Financial Report	Renee Wheeler	0.50
	Water & Sewer Board Interviews	Betsy Holder	
July 2, 2019 Council Meeting	Ordinance - Final - Contract Provisions Code Changes	Renee Wheeler	Regular
	Ordinance - Final - Third Additional Appropriation	Renee Wheeler	Regular
	Ordinance - Final - Water and Sewer Budget Setting	Sean Chambers	Regular
	Ordinance - Final - Amendments to Chapter 18.04 of the Greeley Municipal Code	Brad Mueller	Regular
	Ordinance - Final - Amendments to the Greeley Municipal Code regarding Mandatory Trash Pick-up	Brad Mueller	Regular
	Ordinance - Final - Amendments to Chapters 9.18, 14.15 and 14.16 of the Greeley Municipal Code	Joel Hemesath	Regular
	Board & Commission Appointments	Betsy Holder	Regular
July 9, 2019 Worksession			
July 16, 2019 Council Meeting			
July 23, 2019 Worksession	Revenue Assumptions	Renee Wheeler	0.50
	Monthly Financial Report	Renee Wheeler	0.50
August 6, 2019 Council Meeting			
August 13, 2019 Worksession	CIP, Water, Sewer, & Stormwater Budget Presentation	Renee Wheeler	1.00
August 20, 2019 Council Meeting	Board & Commission Appointments	Betsy Holder	Regular
August 27, 2019 Worksession	2020 Budget Presentation	Renee Wheeler	1.00
	Monthly Financial Report	Renee Wheeler	0.50
September 3, 2019 Council Meeting			
September 10, 2019 Worksession	2020 Budget Presentation	Renee Wheeler	1.00
September 17, 2019 Council Meeting	Board & Commission Appointments	Betsy Holder	Regular
September 24, 2019 Worksession Meeting	CDBG Presentation	Ben Snow	0.50
	2020 Budget Presentation	Renee Wheeler	1.00
	Monthly Financial Report	Renee Wheeler	0.50
October 1, 2019 Council Meeting	Public Hearing to approve 2020 budget and 2020-2024 Consolidated Plan	Ben Snow	Regular
	Ordinance - Intro & Public Hearing- 2020 Budget Adoption	Renee Wheeler	Regular
October 8, 2019 Worksession			
October 15, 2019 Council Meeting	Ordinance - Final - 2020 Budget Adoption	Renee Wheeler	Regular
	Board & Commission Appointments	Betsy Holder	Regular
October 22, 2019 Worksession	Monthly Financial Report	Renee Wheeler	0.50
November 5, 2019 Council Meeting			
November 12, 2019 Worksession			
November 19, 2019 Council Meeting	Board & Commission Appointments	Betsy Holder	Regular
November 26, 2019 Worksession	Monthly Financial Report	Renee Wheeler	0.50

June 3, 2019 - June 9, 2019

June 2019							July 2019						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
						1		1	2	3	4	5	6
2	3	4	5	6	7	8	7	8	9	10	11	12	13
9	10	11	12	13	14	15	14	15	16	17	18	19	20
16	17	18	19	20	21	22	21	22	23	24	25	26	27
23	24	25	26	27	28	29	28	29	30	31			
30													

Monday, June 3

Tuesday, June 4

6:30pm - 7:30pm City Council Meeting (1001 11th Avenue) 🕒

Wednesday, June 5

Thursday, June 6

7:00am - Poudre River Trail (Hall) 🕒

3:30pm - IG Adv. Board (Smail) 🕒

6:00pm - MPO (Gates/Casseday) 🕒

Friday, June 7

Saturday, June 8

11:00am - 10:30pm Greeley Blues Jam (Island Grove) - Council Master Calendar

Sunday, June 9

June 10, 2019 - June 16, 2019

June 2019							July 2019						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
						1		1	2	3	4	5	6
2	3	4	5	6	7	8	7	8	9	10	11	12	13
9	10	11	12	13	14	15	14	15	16	17	18	19	20
16	17	18	19	20	21	22	21	22	23	24	25	26	27
23	24	25	26	27	28	29	28	29	30	31			
30													

Monday, June 10

Tuesday, June 11

5:00pm - 6:00pm City Council Worksession (1001 11th Avenue) 

Wednesday, June 12

Thursday, June 13

Friday, June 14

Saturday, June 15

10:00am - 11:00am City Chat with Councilmember Suniga (TBD) 

Sunday, June 16

June 17, 2019 - June 23, 2019

June 2019							July 2019						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
						1		1	2	3	4	5	6
2	3	4	5	6	7	8	7	8	9	10	11	12	13
9	10	11	12	13	14	15	14	15	16	17	18	19	20
16	17	18	19	20	21	22	21	22	23	24	25	26	27
23	24	25	26	27	28	29	28	29	30	31			
30													

Monday, June 17

Tuesday, June 18

- ☐ 12:00am 2019 CML Annual Conference (Breckenridge, CO) - Council Master Calendar →
- 6:30pm - 7:30pm City Council Meeting (1001 11th Avenue) ↻

Wednesday, June 19

Thursday, June 20

- ☐ ← 2019 CML Annual Conference (Breckenridge, CO) - Council Master Calendar →
- 7:30am - 8:30am Visit Greeley (Fitzsimmons) ↻
- 2:00pm - 5:00pm Water & Sewer Board (Gates) ↻
- ☐ ← 2019 CML Annual Conference (Breckenridge, CO) - Council Master Calendar →
- 7:30am - 8:30am DDA (Casseday/Smail) ↻
- 3:30pm - 4:30pm Airport Authority (Casseday/Payton) ↻

Friday, June 21

Saturday, June 22

- ☐ ← 12:00am 2019 CML Annual Conference (Breckenridge, CO) - Council Master Calendar
- 6:00pm - 8:00pm RSVP Required: Big Buckle Ball (Events Center - Island Grove Regional Park) - Council Master Calendar

Sunday, June 23

June 24, 2019 - June 30, 2019

June 2019							July 2019						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
						1		1	2	3	4	5	6
2	3	4	5	6	7	8	7	8	9	10	11	12	13
9	10	11	12	13	14	15	14	15	16	17	18	19	20
16	17	18	19	20	21	22	21	22	23	24	25	26	27
23	24	25	26	27	28	29	28	29	30	31			
30													

Monday, June 24

11:30am - 12:30pm Greeley Chamber of Commerce (Gates) 

6:00pm - 7:00pm Youth Commission (Smail) 

Tuesday, June 25

5:00pm - 6:00pm City Council Worksession (1001 11th Avenue) 

5:30pm - 7:00pm RSVP Required: Western Art Show Gala Opening Night (Events Center - Island Grove Regional Park) - Council Master Calendar

Wednesday, June 26

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

Thursday, June 27

Friday, June 28

Saturday, June 29

6:00pm - 8:00pm Dancing with the Stars (Embassy Suites, Loveland) - Council Master Calendar

Sunday, June 30

July 1, 2019 - July 7, 2019

July 2019							August 2019						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5	6				1	2	3
7	8	9	10	11	12	13		4	5	6	7	8	9
14	15	16	17	18	19	20		11	12	13	14	15	16
21	22	23	24	25	26	27		18	19	20	21	22	23
28	29	30	31					25	26	27	28	29	30

Monday, July 1

Tuesday, July 2

6:30pm - 7:30pm City Council Meeting (1001 11th Avenue) 🕒

Wednesday, July 3

Thursday, July 4

7:00am - Poudre River Trail (Hall) 🕒

8:30am - 10:00am Greeley Stampede Parade (TBD) - Council Master Calendar

3:30pm - IG Adv. Board (Smail) 🕒

6:00pm - MPO (Gates/Casseday) 🕒

Friday, July 5

Saturday, July 6

Sunday, July 7

Council Agenda Summary

June 4, 2019

Agenda Item Number 26

Title

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

Council's Recommended Action

A motion to approve the above authorizations.

Council Agenda Summary

June 4, 2019

Agenda Item Number 27

Title

Adjournment