

Greeley City Council Agenda

Regular Meeting
Tuesday, February 3, 2026 at 6:00 PM

City Council Chambers at City Center South, 1001 11th Avenue, Greeley, CO 80631
via Zoom at: <https://greeleygov.zoom.us/j/81386704688>

NOTICE:

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

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

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

Watch Meetings:

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

Meetings are televised live on GTV8 on cable television.

Meetings are livestreamed on the City's Meeting Portal <https://greeleyco.portal.civicclerk.com/>

Participation:

Citizen Input

Residents are welcome to share comments or speak on agenda items that are not part of a public hearing. Each speaker will have up to 3 minutes. Comments are most effective when offered as statements. Council will listen attentively but may not respond to questions during this time. Staff will follow up with pertinent questions.

- **In Person:** Sign up in Council Chambers (1001 11th St.) with name and address.
- **Virtual via Zoom:** After in-person speakers have concluded. Name and address required.
- **Written:** Submit by **12 p.m. meeting day** via email (cityclerks@greeleygov.com), mail, or drop-off at City Clerk's Office (1100 10th St.). Comments will be shared with Council and retained for the record.

Public Hearings

Comments must apply to the specific agenda item. **Time Limit: 3 min.** Same sign up required and participation options as noted above.

For more information about this meeting, to request reasonable accommodations for accessibility purposes in an alternative format, or for meeting agendas, minutes, and archived videos, please contact the City Clerk's Office at cityclerks@greeleygov.com or 970-350-9740.

Mayor
Dale Hall
Councilmembers
Tommy Butler - Ward I
Deb DeBoutez - Ward II
Johnny Olson - Ward III
Brian Rudy - Ward IV
Ryan Roth - At-Large
Melissa McDonald - At-Large



City Council Regular Meeting Agenda

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1. Call to Order
 2. Pledge of Allegiance
 3. Roll Call
 4. Approval of the Agenda
 5. Recognitions and Proclamations
 - a. Black History Month Proclamation
 - b. What's Great About Greeley?
 6. Citizen Input
 7. Reports from Mayor and Councilmembers
 8. Initiatives from Mayor and Councilmembers
-

Consent Agenda

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

Councilmembers 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. Motion to approve the City Council Work Session Proceedings of January 13, 2026 and City Council Meeting Proceedings of January 20, 2026
10. Resolution authorizing the City to enter into a contract for professional services between the City of Greeley and Mark Thomas & Company Inc for additional services for the downtown campus project

11. Resolution authorizing the City to enter into a contract for professional services between the City and RS&H, Inc. for design services for the MERGE Project
12. Resolution authorizing the city to enter into a contract for professional services between the City of Greeley and AECOM Technical Services, Inc for design services for the Milton Seaman Reservoir Gate Repair Project
13. Resolution authorizing the City to enter into a contract for professional services between the City of Greeley and Providence Infrastructure Consultants for design services for the 60” Bellvue-Gold Hill Pipeline
14. Resolution authorizing the City to approve the second amendment to the Intergovernmental agreement with Weld County for the O Street & 59th Avenue Intersection Improvements
15. Resolution authorizing the City of Greeley to enter into an External Grant Agreement between the City and United Way of Weld County to fund a shelter
16. Resolution to approve Homeless Solutions Department grant award and spending authority related to the Fines grant 2025/2026

End of Consent Agenda

17. Pulled Consent Agenda Items
18. Resolution of the Greeley City Council urging voters to vote "No" on Ballot Question 1A
19. Homeless Solutions Update
20. Culture, Parks & Recreation Department Performing Arts Funding
21. Motion to go into Executive Session for the purpose of completing the annual performance review of the City Council Appointee - Municipal Judge Mark Gonzales
22. Motion to go into Executive Session for the purpose of completing the annual performance review of the City Council Appointee – City Attorney Stacey Aurzada
23. Motion authorizing the City Attorney to prepare any required resolutions, agreements, and ordinances to reflect action taken by the City Council at this meeting and any previous meetings, and authorizing the Mayor and City Clerk to sign all such resolutions, agreements, and ordinances
24. Scheduling of Meetings, Other Events
25. Adjournment



Council Agenda Summary

Item: 5.

Title:

Recognitions and Proclamations

Summary:

Mayor Hall will present a proclamation:

- Black History Month

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

Attachments:

Black History Month Proclamation

Item 5 – Presentation



Black History Month 2026

WHEREAS, Black History Month offers an opportunity to recognize and celebrate the many achievements and contributions made by African Americans across the nation, including in Greeley and Weld County; and,

WHEREAS, it is important to recognize the struggles, sacrifices, and victories of countless individuals who have paved the way for future generations; and,

WHEREAS, the contributions African Americans have made and continue to make are an integral and essential part of our society and community, and reflect the resilience and innovative spirit that define and enrich our nation; and,

WHEREAS, African Americans have contributed to the rich fabric and diversity of America and have made strides in civil rights, medicine, technology, business, food, music, literature, education, sports, entertainment, journalism and the arts; and,

WHEREAS, the Greeley community is fortunate to have Greeley Schools District 6, AIMS, Community College, University of Northern Colorado, and the UNC Marcus Garvey Cultural Center all committed to cultural excellence, inclusive curriculum, and global perspective; and

WHEREAS, in recognition of Black History Month, the City of Greeley encourages the community to reflect upon and honor the accomplishments of African American in every area of endeavor throughout our country's history, not only this month, but also throughout the year.

NOW, THEREFORE, I, Dale Hall, by virtue of the authority vested in me as Mayor of the City of Greeley, do hereby proclaim February 2026, as Black History Month in the City of Greeley, and urge the people of Greeley, Colorado to observe Black History Month with community programs and activities that celebrate the contributions of African Americans to life in the United States.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the official seal of the City of Greeley, Colorado, 3rd day of February 2026.

Dale Hall Mayor



City Council Meeting
February 3, 2026

An aerial photograph of a city, likely Denver, with a large white banner overlaid in the center. The banner contains the text of the Athenian Oath. The background shows a vast cityscape with various buildings, green spaces, and a range of mountains in the distance under a clear sky.

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

- Athenian Oath

Greeley West Culinary Arts Pathway Students Win First at Escoffier Crown High School Gingerbread Competition

- Winners – Emma Nottis and Taven Castilleja



Alquist 3D to Become Inaugural Industry Tenant at Aims Workforce Innovation Center

- Innovation Center will be the first innovation incubator in Weld County.



Greeley's Weld Werks Named Mid-Sized Brewery of the Year by Colorado Brewers Guild

- Received three medals for IPAs; one medal for a pastry sour







Council Agenda Summary

Title

Citizen Input

Summary

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Night of Remembrance

Commemorating the lives of our unhoused

Thursday, February 19, from 5:30 - 6:15 p.m.

Lincoln Park Gazebo, 802 10th Ave., Greeley, CO 80631

Join us at the Lincoln Park Gazebo to honor and remember those who have passed away over the past two years while unhoused, unsheltered and without a place to call home.

Presented by the City of Greeley Homeless Solutions and United Way of Weld County.





Noche del Recuerdo

**Conmemoramos las vidas de nuestros
vecinos sin hogar que fallecieron mientras
vivían en la calle.**

**jueves 19 de febrero, de 5:30 a 6:15 p. m.
en la glorieta de Lincoln Park ubicada en,
802 10th Ave., Greeley, CO 80631**

Acompañenos en la glorieta de Lincoln Park para honrar y recordar a aquellos que fallecieron en los últimos dos años mientras estaban sin vivienda, sin refugio y sin un lugar al que llamar hogar.

Presentado por City of Greeley Homeless Solutions y United Way del Condado de Weld.





Council Agenda Summary

Title

Reports from Mayor and Councilmembers

Summary

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



Council Agenda Summary

Title

Initiatives from Mayor and Councilmembers

Summary

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

Initiatives will generally fall into three categories:

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

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

Attachments

Status Report of Council Initiatives and Related Information

Greeley City Council

Status Report of Council Initiatives

Initiative No.	Council Member Initiating	Council Request	Council Meeting or Work Session Date Requested	Next Steps & Schedule	Anticipated Deliverable & Date (Report, Council Presentation, etc.)	Assigned to:
11-2023	Clark/Butler	Artificial turf and landscape standards	August 1, 2023 Council Meeting	*Come back to Council with a draft ordinance	Staff will schedule for a later date.	Don Threewitt
5-2024	Hall	Impact Fee Study Structure	May 7, 2024 Council Meeting	Requested staff bring a report to a future work session explaining more in depth the Impact Fee Study Structure - how the ratio is calculated, review process, timeline of review, and development fees	DTA was awarded the contract and that process has now started. The consultant is working on completing the study by the end of December. Then it will be brought to Council by March/April.	Allena Portis
8-2024	Olson	Code Compliance	Oct 1, 2024 Council Meeting	Part 1 - Requested staff to present at a future work session on code compliance- what is compliant and what is not and to develop a plan to assist with low-income residents specifically relating to yards and vegetation Part 2 - More information needed on specific options on landscaping; enhancing voluntary compliance ticketing system	Following the February council meeting Code Compliance has been focusing on the council's direction to: Explore how to speed up compliance without immediate ticketing. How to enhance voluntary compliance. Remains on track. The snow removal education campaign was launched via the City Scoop on December 4, 2025. Council was updated through the Weekly Council Update on December 5, 2025. A follow-up presentation is scheduled to be brought back to Council on March 10, 2026.	Kelli Johnson/Buxton Demers
13- 2024	Butler	Audit of Development Code	Dec 10, 2024 Council WS	Discrepancies in the code and would like an administrative fix of the R-M zoning issue if possible, and then a full audit of the Development Code.	Recieved proposals on 2/13 and now in the evaluation Starting phase 1 (procedures chapter) and remaining phases are on hold pending budget.	Don Threewitt
3-2025	DeBoutez	Public Art Program	March 18, 2025 Council Meeting	Research the Public Art Program with 3 components: expanding the program to include local performing art groups, clarify the funding source for the 1% for all of the capital improvement projects, and reporting of when the money is appropriated to the program.	A follow up presentation is scheduled for the January 27 WS.	Diana Frick
11-2025	McDonald	Contractor Licensing	 Council Meeting	Requested staff to come back on a Work Session to present information on changing the code for contractors being licensed in the City specifically roofers.	A work session is tentatively scheduled for February 10, 2026.	Don Threewitt
01-2026	Olson	MERGE Project Update	Council Meeting 1/6/2025	Monthly MERGE update with Mayor and Councilmember Olson. A quarterly meeting to done at a meeting.	Staff is working on scheduling a monthly meeting with Mayor Hall and Councilmember Olson.	Public Works
02-2026	Hall	Economic Development Mayor Task Force	Council Meeting 1/6/2026	Focus is on business retention, business attraction, workforce development, and housing. The task force would include business leaders, educators, developers, small businesses, and residents. The objective is to see why businesses are closing, what can be done to improve, and look into whether it is the economy or the causes.	Staff have scheduled a meeting with stakeholders to discuss next steps.	EDUR/CMO

03-2026	Butler	Marijuana Feasibility Preliminary Information	Council Meeting 1/20/2026	Preliminary information for a feasibility study for sale, enforcement and regulation of MJ to include potential revenue. What are other communities doing, potential revenue, and what has the City done in the past on this.	Staff have scheduled a meeting with stakeholders to discuss next steps.	CD/CCO
04-2026	Olson	Resolution - No Vote for Ballot Issue 1A	Council Meeting 1/20/2026	Prepare a resolution for council to support a No Vote for Ballot Issue 1A	The resolution is scheduled for Feb. 3 Council Meeting.	City Attorney Office
05-2026	Rudy	KFKA Radio Communication on Council Meeting Action	Council Meeting 1/20/2026	Staff to connect with KFKA Radio for opportunities to alternate with commissioners to share information on council meetings	C&E staff will provide an update in an upcoming weekly CMO update.	C&E



Council Agenda Summary

February 3, 2026

Key Staff Contact: Heidi Leatherwood, City Clerk

Title:

Motion to approve the City Council Work Session Proceedings of January 13, 2026 and City Council Meeting Proceedings of January 20, 2026

Summary:

The work session meeting of the City Council was held in City Council Chambers on January 13, 2026, and the regular meeting of the City Council was held in City Council Chambers on January 20, 2026.

The draft proceedings of each meeting are presented for the Council's review and approval.

Fiscal Impact:

If approved, will this item result in a positive, negative, or no impact on the budget?

No Impact

Legal Issues:

None

Other issues and Considerations:

Strategic Focus Area:

High-Performance Government

Decision Options:

1. Approve the motion as presented; or
2. Amend the motion and approve as amended; or
3. Deny the motion; or
4. Continue consideration of the motion to a certain date.

Council's Recommended Action:

Approve the motion.

Attachments:

1. 01.13.2026 Work Session Draft Minutes
2. 01.20.2026 Regular Meeting Draft Minutes

City of Greeley, Colorado
City Council Work Session Proceedings
Tuesday, January 13, 2026

1. Call to Order

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

2. Pledge of Allegiance

Mayor Hall led the Pledge of Allegiance.

3. Roll Call

City Clerk Heid Leatherwood called the roll.
The following were present:

Councilmember Tommy Butler
Councilmember Deb DeBoutez
Mayor Pro Tem Melissa McDonald
Councilmember Johnny Olson
Councilmember Brian Rudy
Councilmember Ryan Roth
Mayor Dale Hall

4. Reports from Mayor and Councilmembers

Councilmember Olson requested Council consider rescheduling the February 12-13 Strategic Retreat since he would not be able to attend. Acting City Manager Brian McBroom indicated that staff would look into the possibility.

Mayor Pro Tem McDonald thanked staff for organizing the basketball event at the University of Northern Colorado.

5. West Greeley Project Update

Acting City Manager Brian McBroom introduced the West Greeley Project update. He emphasized that while the information presented may not be perfect, it represented the team's best effort to provide high-quality information and analysis. Mr. McBroom committed to honest, direct answers to Council's questions and to executing Council's direction while improving the project and reducing risk.

Deputy City Manager Bret Naber provided an overview of the presentation structure, which would cover the project team approach, design updates, schematic timeline, studies, financial updates, and communication strategies. He indicated that the goal was to create a regular cadence of meetings to deliver information to Council.

Legends Global Nations Project Director Jim Rodems presented details on the project components to include the arena, youth hockey center, hotel, waterpark, family entertainment center, beer garden, food hall and parking spaces.

Councilmember Butler asked for clarification about the potential Mattel branding partnership that had been mentioned. Mr. Rodems indicated that until contracts are signed, they would refer to it as a "potential" branding partner.

Mr. Rodems outlined the design timeline, noting that design concepts were approved in April 2025, schematic designs were worked on through September 2025, and design development drawings were recently delivered and are currently under evaluation.

Several feasibility studies were presented:

1. A residential property study analyzing market demand, pricing, absorption, and product mix for West Greeley
2. A commercial areas study by Economic and Planning Systems (EPS) evaluating long-term commercial demand
3. Economic feasibility studies by Hotel and Leisure Advisors (HNLA) evaluating market demand, financial performance, and economic benefits
4. A General Improvement District study by DTA Public Finance (still in process) evaluating infrastructure impacts and fair share cost responsibilities

David Sangree and Steve Szczygiel from Hotel and Leisure Advisors presented their feasibility study findings, showing that with Mattel branding, the hotel could achieve 79% occupancy with strong revenue projections. They noted that Colorado had a shortage of water park resorts, with Great Wolf Lodge being the only other quality indoor water park resort in the area.

Jason Simmons from Hilltop Securities provided a financial update, noting that:

1. Certificates of participation for predevelopment funding closed in 2025 for \$115 million.
2. Additional expenses of \$30 million were expected by the end of February 2026.
3. The revenue bond financing has a target closing date in early June 2026.
4. Current project costs for the catalyst project are approximately \$668 million, up from \$630 million estimated in March 2025.
5. The residential and commercial West Greeley General Improvement Districts have been created but are unlikely to issue debt by June 2026.
6. Funding for regional transportation improvements, particularly the US 34 and County Road 17 interchange, still needs to be identified.

Mr. Naber presented the communications plan, which included three phases:

- initial information sharing,
- increased public engagement after the election, and
- building excitement and attracting developers to the area.

Councilmember Olson asked about communication with citizens and the assumptions in the financial models. He noted that when combining the feasibility study with the economic study's tax revenue projections, the project appeared financially beneficial over time.

Councilmember DeBoutez noted the commercial demand study showing the project would only capture 20% of the retail space within the Regional Trade Area and 15% of office space demand. She questioned whether housing developments generate revenue for the City. Mr. McBroom responded that while residential development

generates some revenue, it typically uses more in services than it provides in direct revenue.

Councilmember DeBoutez stated that the feasibility study concluded the project is not feasible on its own and that the City is taking all the risk while the state and county would receive significant tax benefits without contributing. Acting City Manager Brian McBroom responded that the city has not yet engaged other taxing entities regarding potential partnerships but would consider doing so, particularly when negotiating incentives with specific end users. He added that such discussions could include potential contributions from the state and county as part of incentive agreements for large-scale developments.

Mayor Pro Tem McDonald emphasized the importance of the youth hockey component and suggested the project would help capture retail leakage and attract executive-level housing to Greeley.

Councilmember Butler asked about competition from the Blue Arena in Loveland, which currently hosts approximately 200 events per year, and questioned the additional space requirements and costs for Mattel branding. Staff noted that while Blue Arena currently holds 200 events annually, the West Greeley project would offer more space and amenities with its four rinks, potentially increasing the event number. Regarding the Mattel branding, Jim Rodems and HNLA explained the additional space caters to expanded amenities that include more rides, interactive features, and themed attractions.

Councilmember Butler questioned the \$102 million in unidentified funding for transportation improvements, particularly the \$63.4 million needed for the Highway 34 interchange. Mr. McBroom acknowledged the importance of this interchange and mentioned ongoing discussions with local entities to share the cost through IGAs and future GID contributions while exploring phased financing options.

Mr. McBroom noted that an additional financial model incorporating all aspects of the project was being developed and should be ready by January 27th.

Councilmember Roth encouraged increased communication with constituents as the project moves forward.

6. Motion to go into Executive Session to receive legal advice and to instruct negotiators regarding the West Greeley project

A motion to go into an Executive Session to discuss the following matter as provided under C.R.S. Section 24-6-402(4)(b) and 24-6-402(4)(e)(I), Greeley Municipal Code Sections 2-151(a)(2) and 2-151(a)(5): To receive legal advice related to and determine positions, develop strategy, and instruct negotiators about the West Greeley project.

Councilmember Butler moved to approve the motion. Councilmember Olson seconded the motion. The motion passed 7-0 at 7:45 p.m.

7. Scheduling of Meetings, Other Events
None.

8. Adjournment

With no further business to come before the Council, Mayor Hall adjourned the meeting at 7:46 p.m.

6. Motion to go into Executive Session to receive legal advice and to instruct negotiators regarding the West Greeley project

Mayor Dale Hall started the Executive Session at 7:53 p.m. in the Executive Room. The meeting was electronically recorded as required by Colorado Open Meetings Law.

All Councilmembers were present along with City Attorney Stacey Aurzada and Acting City Manager Brian McBroom.

The executive session was for the purpose to determine positions, develop strategy, and instruct negotiators as provided for under C.R.S. Section 24-6-402(4)(e)(I) and Greeley Municipal Code Section 2-151(a)(5); and to receive legal advice related to these matters as provided for under C.R.S. Section 24-6-402(4)(b) and Greeley Municipal Code Section 2-151 (a)(2).

Mayor Hall cautioned each participant in the executive session to confine discussion to the stated purpose and reminded everyone that no formal action may occur in executive session. He asked if at any point in the executive session any participant believes that the discussion was going outside the proper scope of the executive session, to please interrupt the discussion and raise an objection.

The City Attorney made an announcement that the conversation was privileged communication. The recorder was turned off during the confidential attorney-client privileged conversation.

The Executive Session concluded at 8:34 p.m.

The recording of this executive session will be retained as provided in the City’s records retention policy and in conformity with the Colorado Open Meetings Law for a period of 90 days.

Approved:

X

Dale Hall
Mayor

Attested: _____

X

Heidi Leatherwood
City Clerk

City of Greeley, Colorado
City Council Meeting Proceedings
Tuesday, January 20, 2026

1. Call to Order

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

2. Pledge of Allegiance

Mayor Hall led the Pledge of Allegiance.

3. Roll Call

City Clerk Heidi Leatherwood called the roll.

The following were present:

Councilmember Tommy Butler

Councilmember Deb DeBoutez

Mayor Pro Tem Melissa McDonald

Councilmember Johnny Olson

Councilmember Brian Rudy

Councilmember Ryan Roth

Mayor Dale Hall

4. Approval of the Agenda

No Changes.

5. Recognitions and Proclamation

None.

What's Great About Greeley Report

Councilmember Olson presented the "*What's Great About Greeley*" report at 6:01 p.m.

6. Citizen Input

1. Steve Teets spoke about transportation issues in the city with emphasis on getting to medical appointments for veterans.

2. Kathy Hasch spoke about the Cascadia project development process.

3. Rhonda Solis spoke on behalf of Greeley Demands Better requesting that Council exercise available off-ramps for the Cascadia project.

4. Greg Hammer spoke about the new water billing system and spoke on behalf of his neighbor who received a bill for over \$132K for an alleged consumption of 110,000 gallons over while out of town.

5. Mary Metzger spoke on fiscal concerns of the Cascadia project.

7. Reports from Mayor and Councilmembers

Councilmember Olson spoke about Council's approach to the Cascadia project, noting it was not done "in a vacuum" but with guidance from top-tier consultants. He emphasized that public-private partnerships for financing stadiums, parks and hotels are common across the country and clarified that a 501(c)(3) would own and operate the stadium.

Councilmember DeBoutez announced her office hours would be held the following night at Starbucks on 11th Avenue from 5 to 6 p.m., inviting constituents to discuss Cascadia or other concerns.

Mayor Pro Tem McDonald asked for patience regarding water billing issues during the transition from a 30-year-old system to newer technology. She provided updates on the airport authority, noting recent acquisition of two fire trucks specifically for the airport and progress on taxiway improvements. She shared information about upcoming legislative proposals being considered by the CML policy committee, including changes to liquor licensing for distilleries, potential marijuana hospitality regulations, and a proposal to grant statutory municipalities the authority to implement lodging taxes.

8. Initiatives from Mayor and Councilmembers

Councilmember Butler requested that staff preliminarily examine the cost and feasibility of legalizing retail marijuana sales and taxing with particular focus on potential revenue that could address the city's budget deficit. Council reached consensus to move forward with this initiative.

Councilmember Olson proposed that Council pass a resolution recommending a "no" vote on the upcoming ballot measure 1A regarding the Cascadia project. He argued that the initiative undermines the Council's quasi-judicial planning and land use process. Council consensus was given to bring forward such a resolution.

Councilmember Rudy suggested establishing a regular radio appearance on KFKA for a Council representative to discuss city business after each Council meeting, similar to how County Commissioner Ross regularly appears. Council reached consensus to move forward on this initiative.

Consent Agenda

9. Motion to approve the City Council Meeting Proceedings of January 6, 2026

10. Motion to appoint Weld County Commissioner Lynette Peppler to the Island Grove Advisory Board as the County Representative with a term to expire December 31, 2026

11. Motion to adopt the resolution authorizing the city to enter into a contract for professional services between the City of Greeley and Mark Thomas & Company Inc for additional services for the downtown campus project.

End of Consent Agenda

Councilmember Olson moved to approve Consent Agenda Items 9-12.

Councilmember Butler seconded the motion. The motion passed 7-0 at 6:36 p.m.

12. Pulled Consent Agenda Items

None.

13. Public hearing and second reading of an ordinance repealing a portion of Title 24, Chapter 10 of the Greeley Municipal Code relating to the Floodplain Overlay District and amending Title 12 of the Greeley Municipal Code by adding a new Chapter 12 relating to floodplain management

Water Quality and Regulatory Compliance Manager Brian Hathaway introduced the item at 6:36 p.m.

Mr. Hathaway presented on Greeley's participation in the National Flood Insurance Program (NFIP) and the need to update the floodplain ordinance to address deficiencies identified in a 2019 FEMA and Colorado Water Conservation Board audit. He explained that failure to resolve these deficiencies could lead to probation or suspension from the NFIP, which would impact residents' ability to obtain federally backed flood insurance and the city's eligibility for federal grants and loans.

Mr. Hathaway clarified that the updates were primarily administrative and would not impose more stringent permitting requirements on the community. Some requirements, such as determining base flood elevation in approximate A zones, were already being enforced as mandated by state statute.

Councilmember Olson asked about the necessity of the changes and their impact on local control. Mr. Hathaway confirmed these were required updates to maintain NFIP eligibility.

Mayor Pro Tem McDonald asked if specific properties would be affected, and Mr. Hathaway confirmed they would not.

The public hearing opened at 6:42 p.m.

With no speakers, the hearing closed at 6:43 p.m.

Councilmember Butler moved to adopt the ordinance and publish with reference to title only. Councilmember DeBoutez seconded the motion. The motion passed 7-0 at 6:43 p.m.

14. Public hearing and second reading of an ordinance appropriating additional sums to defray the expenses and liabilities of the City of Greeley for the balance of the fiscal year of 2026

Director of Budget and Policy Nathan Mosley introduced the item at 6:43 p.m.

Mr. Mosley presented a request for a supplemental appropriation of \$350,000 to cover costs associated with the special election scheduled for February 24, 2026. These costs included printing, postage, election judges, consulting, equipment rental, communications, supplies, and contingency funds. Mr. Mosley explained that these expenses were not included in the original 2026 budget and would be covered by operating fund balance from unspent funds from 2025.

Councilmember Butler asked if this would be a mail ballot election. City Clerk Leatherwood explained that voters could obtain replacement ballots at City Hall if needed.

Councilmember DeBoutez asked about the source of the funding. Mr. Mosley clarified it would come from approximately \$3 million in savings from the general fund in 2025.

The public hearing opened at 6:48 p.m.

With no speakers, the public hearing closed at 6:49 p.m.

Councilmember Olson moved to adopt the ordinance and publish with reference to title only. Councilmember Rudy seconded the motion. The motion passed 7-0 at 6:49 p.m.

15. Housing Affordability Financing and Incentives Informational Presentation

Housing Director Deb Callies introduced this informational item at 6:49 p.m.

Ms. Callies presented on housing affordability financing and for developing affordable housing. She explained that without intervention, the natural market would not solve the housing crisis, requiring public action at federal, state, and local levels.

Ms. Callies reviewed Area Median Income (AMI) works. She presented the affordability spectrum, noting that the median-priced single-family home in Greeley is now only affordable to households at 120% AMI, increased from 110% AMI last year.

Ms. Callies explained the concept of "cost per door" - the gap between what it costs to build housing and what it can be sold for at affordable prices.

Next, she outlined progress made by the Housing Solutions Department, including creating a Private Activity Bond program, cleaning up unspent federal funds, and opting into state Proposition 123 programs.

Councilmembers discussed how supply and demand affects housing prices, the impact of out-of-state investors purchasing homes with cash offers, how interest rates factor into

affordability calculations, and exploring city-owned vacant properties potential sites for infill development.

16. Appointments to Boards and Commissions - Human Relations Commission, Parks and Recreation Advisory Board, Youth Commission

City Clerk Heidi Leatherwood announced the following appointments:

- Riley Bowen was appointed to the Human Relations Commission for a 3-year term.
- Elijah Kindred was appointed to the Youth Commission for a 2-year term.

Ms. Leatherwood noted that Council decided to recruit additional applicants for the Parks and Recreation Advisory Board vacancy.

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

Councilmember Butler moved to approve the motion. Councilmember Olson seconded the motion. The motion passed with a voice vote of 7-0 at 7:26 p.m.

18. Scheduling of Meetings, Other Events

None.

19. Adjournment

With no further business to come before Council, Mayor Hall adjourned the meeting at 7:26 p.m.

Approved:

Mayor

Attested:

City Clerk



Council Agenda Summary

February 3, 2026

Key Staff Contact: Sean Chambers, Water & Sewer Director

Title:

Resolution authorizing the City to enter into a contract for professional services between the City of Greeley and Mark Thomas & Company Inc for additional services for the downtown campus project

Summary:

The City must move forward with urgency to design the infrastructure improvements needed for the downtown Civic Campus project and related land use changes. New stormwater collection and conveyance infrastructure is vitally important, and there is an urgent need to design, and construct relocated water and sewer lines that do not conflict with the new stormwater infrastructure or the development footprint of new governmental buildings that are eminent for construction.

The physical area of the new subsurface utility design scope overlaps with the existing 9th and 10th Street Mobility Enhancement Project where consulting engineers, Mark Thomas & Company Inc., are providing project management, survey, design and other professional services under an existing contract. There are significant time to completion, cost and coordination efficiencies that will be realized if Mark Thomas & Co are tasked with the downtown Civic Campuses subsurface utility design work.

The original Mobility Enhancement Project contract is \$718,275.00, which was modified by Change order No. 1 for early-out survey, geotechnical work and subsurface utility analysis at a cost of \$199,845.00, bringing the current total contract value to \$918,120.00.

The proposed change order in the amount of \$1,232,319.00 will fund a significant addition to the scope of work as required to undertake full design of subsurface wet utilities (stormwater, wastewater, treated water, non-potable irrigation water), and there with the coordination with other non-city utilities. The new scope additions also include preliminary street cross-sections that guide how the streets are rebuilt following the major utility work to facilitate service to the new governmental civic campus projects.

This resolution authorizes the City to enter a change order in the amount of \$1,232,319 to add project management, survey, design, and other professional services scope of work needed to construct utilities in connection with the downtown civic campus projects. Including change order No 2, the total Mark Thomas contract value will equal \$2,150,439.

Greeley residents and businesses benefit from well-designed, properly engineered, and effectively managed wet utility infrastructure projects. Staff recommend approving the Change Order for Mark Thomas & Company Inc.

Fiscal Impact:

Negative Impact: What is the onetime and/or ongoing amount?

Negative impact of \$1,232,319 as this change order increases total project costs beyond the original

budget. The capital projects funding the contract are Water Capital Replacement (423), Water Capital Construction (422), Sewer Capital Replacement (413), Stormwater Capital Replacement (433), and Transportation Development (334).

Is there grant funding for this item?

No

Does this action have potential long-term fiscal implications?

The item is part of the downtown civic campus project.

Legal Issues:

None

Other issues and Considerations:

Tag Downtown Civic Campus Projects

Strategic Focus Area:

Infrastructure and Mobility

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:

Adopt the resolution.

Attachments:

1. Resolution No. 11, 2026

**CITY OF GREELEY, COLORADO
RESOLUTION NO. 11, 2026**

**A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO A CONTRACT
FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF GREELEY AND MARK
THOMAS & COMPANY INC. FOR ADDITIONAL SERVICES FOR THE
DOWNTOWN CAMPUS PROJECT**

WHEREAS, the City desires to design the utility infrastructure for a downtown civic campus (the “Project”); and

WHEREAS, the City seeks project management services to support the Project (“Services”); and

WHEREAS, the most qualified consultant was determined to be Mark Thomas & Company Inc. (“Mark Thomas”) who submitted a proposal for the Services in the amount of \$1,232,319; and

WHEREAS, the City has an existing contract with Mark Thomas; and

WHEREAS, the Services may be contracted through execution of a Change Order to the existing contact with Mark Thomas; and

WHEREAS, the City has funding available to support execution of the Change Order for the Services; and

WHEREAS, execution of a Change Order in the amount of \$1,232,319 will increase the existing contract with Mark Thomas to \$3,189,369; and

WHEREAS, in accordance with Section 2-184 of the City of Greeley Municipal Code, the City Council must approve a contract for professional or consulting services (including change orders, task orders, and amendments to existing contracts) in amounts of \$200,000 or more; and

WHEREAS, it is in the best interest of the citizens of the City to undertake the Project through execution of a Change Order for the Services with Mark Thomas.

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 Change Order with Mark Thomas in the amount of \$1,232,319, a copy of which is attached hereto and incorporated herein as Exhibit A.

Section 2. The City Council hereby delegates authority to City staff and legal counsel to make changes and modifications to the Change Order before execution, provided the material substance remains unchanged.

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

INTRODUCED, PASSED AND ADOPTED THIS _____ DAY OF _____, 2026.

Attest:

THE CITY OF GREELEY, COLORADO

By _____
City Clerk

By _____
Mayor

EXHIBIT A
RESOLUTION NO. 11, 2026
CITY OF GREELEY



January 5, 2026

24-B0928

Mr. Adam Prior
Water & Sewer Department
City of Greeley
2835 10th Street
Greeley, CO 80631

RE: DOWNTOWN CAMPUS PROJECT MODIFICATION REQUEST

Dear Mr. Prior:

Per your request, Mark Thomas & Company, Inc. (Mark Thomas) has prepared this additional services letter for the Downtown Campus Project (Project). The Downtown Civic Campus project has had our team perform the survey, SUE and geotechnical explorations of which we're close to wrapping up. These project limits have overlapping areas with our 9th and 10th Street Mobility improvements project that Mark Thomas is also doing and has preliminary design efforts for some of the system design which we are already under contract to design. To be efficient with City funds, we will have the same team perform the final designs. Besides project management, we will be providing geotechnical recommendations, QLA subsurface utility explorations (SUE), water/sewer, storm and roadway/traffic control items. A detailed scope, budget and schedule to perform the additional services are below.

Note:

1. We have added "FINALIZATION" to the preliminary design sections to ensure all things are covered in the preliminary design sections based on our understanding of the complete project.
2. We have some scope that was partially completed for preliminary design. We will finalize the preliminary design and include the 30% design plans as part of this scope/fee. We will only have **three submittals**: 30%, 90% and Final Design.

SCOPE OF SERVICES

TASK 1 – PROJECT MANAGEMENT

Assumptions:

- Assumes project activities begin in January on NTP date and end on May 15th.

TASK 1.1 – PROJECT MANAGEMENT AND ADMINISTRATION

Project Management will continue throughout the duration of the project. It includes, but is not limited to, all work necessary to manage production efforts, coordinate with the City, administer this contract and monitor progress.



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SAN JOSE, CA 95134

MARKTHOMAS.COM

January 5, 2026

While performing the work described under this task order, discussions with people from other partner agencies or stakeholders as well as other City employees will be required. Participate freely in these discussions, answer questions and respond to requests for information. Maintain records of these discussions and keep the City PM informed of any pertinent information. However, do not accept any direction or take additional work that is beyond the scope of this task order. During discussions with partner agencies do not suggest performance of additional work that is beyond the scope of this task order. The City PM is the only representative that has the authority to revise or add work under the requirements of this task order.

Project Management

Step 1. Project Management oversight. Typical activities include, but are not limited to, the following:

- Identify the project requirements and determine complexity of the work, technical activities, schedules, and resources.
- Administer project contract and monitor progress.
- Prepare and maintain project design files & supporting documentation for correspondence, reports, design details and calculations of quantities that are included in the plans.

Step 2. Internal Team Coordination Meetings. Hold bi-weekly and technical specific coordination meetings with the project team throughout the project duration

- Discuss project schedule and upcoming meetings.
- Identify interdisciplinary issues and elements for coordination.
- General coordination on design activities.

Step 3. City Coordination & Review Meetings. Contact the City PM by phone at least every two weeks to discuss status and progress, if no meetings are scheduled within the timeframe. Hold review meetings with the City on specific elements and the design milestone submittals.

- Bi-weekly Coordination/update calls
- Prepare and submit discussion notes within seven days if requested.

Step 4. Submit monthly progress reports providing a summary of:

- Previous month's accomplishments and activities
- Overall progress achieved toward completion of the task order.
- Any issues or action items that need to be resolved or addressed with the City or partner agencies.
- All activities that will be undertaken during the succeeding month
- Submit a progress report with each invoice.

Step 5. Subconsultant contract management

- Procure, administer and closeout each subconsultant contract.

Deliverables for Project Management

- Meeting Minutes
- Discussion Notes
- Monthly Progress Reports and Invoices



January 5, 2026

TASK 2 – ENVIRONMENTAL (FHU)

TASK 2.1 ENVIRONMENTAL

Assumptions for Environmental Activities:

- Assuming that a CDOT Access Permit will be required for the water/sewer line construction and all work will be completed within the existing CDOT Right-of-Way (ROW).
- It is assumed the CDOT Region 4 Access and Utility Environmental Application Form will be completed prior to construction.

Environmental Scoping

The Environmental Scoping task includes environmental scoping and coordination with the City of Greeley and CDOT. FHU will coordinate and hold an environmental scoping meeting with CDOT to determine and confirm the studies and analysis needed for each resource.

Step 1. Conduct Partner Agency Coordination

Scoping meeting with CDOT Environmental

Define environmental roles and responsibilities

Environmental Compliance Studies

The Environmental Compliance Studies task includes technical environmental resource studies and coordination with CDOT and regulatory agencies as needed, as well as the completion of the CDOT Region 4 Access and Utility Environmental Application Form. Identify potential resources issues and anticipated impacts.

Actions/Assumptions for key resources are identified below

Resource	Action/Assumptions
Vegetation	Document in biological technical memo.
Federal and State Listed Species, Migratory Birds, and Raptors	No impacts are anticipated for listed species. Survey needed for migratory bird nests. Document in biological technical memo.
Wetlands and Other Aquatic Resources	No Impacts anticipated. Document in biological technical memo.
Historic Properties (Archaeology, History)	Historical Resources Technical Memo; Assume CDOT will provide archaeological clearance.
Hazardous Materials	Hazardous Materials Initial Site Assessment with Form 881.
Noxious Weeds	Document in biological technical memo.
Noise	N/A
Paleontology	No Impact. Assume CDOT will provide clearance.

Step 2. Hazardous Materials - CDOT Initial Site Assessment with Form 881



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- Complete an Initial Site Assessment (ISA) based on the project footprint and design, specifically in areas where ground disturbances are anticipated. The purpose of the ISA is to perform an evaluation for the potential presence of hazardous materials (otherwise known as “Recognized Environmental Conditions”)^[1] [RECs]). The ISA will be completed in accordance with the CDOT Hazardous Materials Guidance Manual and the CDOT NEPA manual.
- Perform an on-site visual inspection of the project corridor to observe on-site activities and surface conditions to identify any potential hazardous materials or waste issues. An FHU staff member, skilled and experienced in identifying hazardous materials and waste issues, will perform a site reconnaissance of the study area and adjoining surrounding areas (the “project vicinity”) to evaluate present conditions. FHU personnel will visually survey the study area by driving the perimeter and adjoining project vicinity via access roads and by walking areas with safe public access. FHU’s visual site assessment will be limited to areas visible from public right-of-way (ROW) and will not include access to fenced-in areas, interiors of buildings, rear lots (alley side portion of adjacent sites), and/or areas not visible from public ROW. Following the reconnaissance survey, any areas that could not be visually assessed were evaluated more closely on current aerial photographs provided by public sources (e.g., Google Earth).
- The site reconnaissance will identify and map evidence of the potential presence of regulated materials within the study area, such as:
 - General uses; in particular, uses that could result in the use and/or release of hazardous substances or petroleum products (e.g., properties developed as automotive fueling and/or service stations and/or dry cleaning facilities)
 - Evidence of underground storage tanks (USTs), including fill ports, vent pipes, and fueling facilities
 - Presence of aboveground storage tanks (ASTs) and evidence of secondary containment for spill prevention
 - Disposal of solid waste, waste management practices, and general housekeeping of waste storage/disposal areas
 - Evidence of onsite dumping or landfilling
 - Presence of types of equipment (e.g., transformers) that have been historically associated with the use of PCBs as a dielectric fluid coolant and stabilizer
 - Handling and storage of hazardous materials, such as the presence of 55-gallon drums or tote containers
 - Presence of drains, sumps, septic systems, wastewater discharges, pits, ponds, lagoons, staining, pooled liquids, stressed vegetation, odors, or wells
- Review regulatory records compiled by an independent database search service based on the ASTM standards, unless otherwise specified. It is assumed that FHU will order the database report to assist with regulatory agency records review. Our records review will also include a review of agency case files for four (4) specific sites. Additional property file reviews beyond a total of four (4) will be considered out of scope and will require an additional fee. The following agencies will be contacted via email to obtain further information regarding the four (4) sites:

^[1] Recognized environmental (RECs) are defined conditions by ASTM as the presence or likely presence of any hazardous substances or petroleum products on a property under conditions that indicate an existing release, a past release, or a material threat of a release of any hazardous substances or petroleum products into structures on the property or into the ground, groundwater, or surface water of the property. The term includes hazardous substances or petroleum products even under conditions in compliance with laws. The term is not intended to include *de minimis* conditions that generally do not present a threat to human health or the environment and that generally would not be the subject of an enforcement action if brought to the attention of appropriate environmental agencies.



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- Colorado Department of Public Health and Environment (CDPHE), Hazardous Materials and Waste Management Division
- Colorado Department of Labor and Employment, Division of Oil and Public Safety (OPS)
- Obtain and review historical site information such as US Geological Survey topographic maps and readily available historical aerial photographs. Review of historical sources will include all obvious uses from the present time to first obvious developed use or 1940.
- Research and summarize readily available natural resource sources that provide information regarding geologic, hydrologic, and topographic conditions within the study area.
- Analyze results of regulatory research and records review and identify potential impacts from construction activities. Assess potential liability issues and hazards to the public and construction workers and develop potential mitigation options.
- Prepare the draft ISA which summarizes the above analyses. The draft ISA will include findings and recommendations regarding potential risks, unknowns, and future investigations. The subsequent final ISA will address comments provided by the City and CDOT. Should a Phase II limited subsurface investigation be warranted based on the ISA, this will be clearly identified in the conclusions and recommendations section.
- A Phase II subsurface investigation and report is not included in the scope. Additionally, no soil and/or groundwater testing, heavy metal-based paint, or asbestos testing will be conducted.

Assumptions for hazardous materials activities:

- Work Not Included in the Scope of Services
 - A review of more than four agency case files.
 - The preparation of a Phase II subsurface investigation and report
 - The collection of heavy metal-based paint on painted structures within the corridor; soil and/or groundwater testing, and/or asbestos testing.

Step 3. Historic Properties Analysis

- The anticipated work will require a CDOT access permit for work in CDOT ROW. This work would be subject to the Colorado State Historic Register Act (CRS 24-80.1 and 8CCR 1504-5), and the review would only pertain to the areas where CDOT is providing the permit (not the whole project). A historic technical memo will be completed.
- Up to four, 1 hour Scoping/Coordination meetings will be held with CDOT and the City of Greeley and one site visit will be conducted to get a better idea of the scope of work, level of excavation, impacts of physical road, and any new above ground features.

Assumptions for Historic Properties Analysis

- The Area of Proposed Action is anticipated to be the existing ROW where the permit action is located and will therefore not impact adjacent properties.
- This Project is located within portions of US Highway 34, a significant highway under Criteria A and C.
- No federal nexus is anticipated
- Work Not Included in the Scope of Services
 - Reconnaissance or Intensive Level Site Form Surveys
 - Formal determinations of National Register of Historic Places Eligibility and/or Project Effects
 - Section 106 Consultation
 - Archaeological survey and evaluation



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Step 4. Biological Resources Technical Memo

- Biological resources will be researched, analyzed, and documented in a technical memo and one site visit is anticipated to document existing biological resources, including migratory bird nests. No habitat for Federal and State Listed Species or Wetlands and Other Aquatic Resources are anticipated to be found within the project area.
- This memo will include information on Vegetation; Federal and State Listed Species, Migratory Birds, and Raptors; Wetlands and Other Aquatic Resources; and Noxious Weeds. This memo will provide supporting information for the CDOT Region 4 Access and Utility Environmental Application Form.

Step 5. CDOT Region 4 Access and Utility Environmental Application Form

- A CDOT Region 4 Access and Utility Environmental Application Form will be completed for the water/sewer line work that will need to be completed within CDOT ROW. The form will include information about the project including project name, location, estimated start/end date, funding source, SWMP and Colorado Discharge Permit System, MS4 Permanent Water Quality, Vegetation Impacts, Federal and State Listed Species, Migratory Birds, and Raptors, Wetlands and Other Aquatic Resources, Historic Properties, Hazardous Materials, Noxious Weeds, Noise, and Paleontology.

The following Environmental Compliance items will be prepared/delivered:

- Hazardous Materials Initial Site Assessment with Form 881
- Historical Resources Technical Memo
- Biological Resources Technical Memo
- -CDOT Region 4 Access and Utility Environmental Application Form

TASK 3 – SUE (SURVWEST)

TASK 3.1 QUALITY LEVEL A SUE

SURVWEST will provide **vacuum excavation (potholing)** to expose existing underground utilities at locations identified by the CLIENT and design team. The purpose of this work is to obtain precise horizontal and vertical utility information to support final design.

The following quantities are assumed:

- **Water Utilities:** 30 QL-A test holes
- **Sewer Utilities:** 30 QL-A test holes
- **Storm Utilities:** 30 QL-A test holes
- **Non-Potable Utilities:** 10 QL-A test holes
- **Total:** 100 QL-A test holes

All test holes are assumed to be located within **hard surface areas** (asphalt or concrete).



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Each test hole will include:

- Utility exposure
- Documentation of utility **horizontal and vertical position, depth, size, and material**
- Survey to design-level accuracy
- Temporary backfill and surface restoration

CDOT Uniformed Traffic Control

Portions of the project occur within or adjacent to **Colorado Department of Transportation (CDOT) right-of-way**. CDOT requires **Uniformed Traffic Control** at select intersections and work areas within their jurisdiction. This requirement has been incorporated into the scope and fee.

DELIVERABLES

- QL-A Test Hole Data Sheets, including:
 - Utility type, size, material, and depth
 - Horizontal and vertical survey measurements
 - Photographic documentation
- Updated utility mapping incorporating QL-A information, provided in **AutoCAD Civil 3D (2018 or newer)** format

ASSUMPTIONS

1. **QL-A Scope Only:** This proposal is limited to **Subsurface Utility Engineering (SUE) Quality Level A (QL-A) test holes only**. No additional SUE Quality Levels are included unless specifically authorized in writing.
2. **Existing SUE Data Source:** All **Quality Level D (QL-D) through Quality Level B (QL-B)** utility information required for this QL-A effort will be provided through the **currently in-progress City of Greeley Downtown Campus Project SUE investigation**.
3. **Test Hole Quantities:** A total of **100 hard surface test holes** are assumed, consisting of thirty (30) water test holes, thirty (30) sewer test holes, thirty (30) storm test holes and ten (10) non-potable test holes.
4. **Test Hole Selection:** Test hole locations will be selected and approved by the CLIENT. SURVWEST may provide recommendations upon request.
5. **Production Rate:** Average production is assumed at **approximately seven (7) test holes per day**, which forms the basis of the anticipated field duration and traffic control assumptions.
6. **Traffic Control:** Traffic control is required for the **entire duration of field operations** and has been included in the fee based on the assumed production rate.
7. **Uniformed Traffic Control (CDOT):** **Uniformed Traffic Control is required by CDOT** at select intersections and locations within CDOT right-of-way. Five (5) days of uniformed traffic control have been assumed and included.
8. **Sidewalk Restoration:** Sidewalk panel replacement is excluded. Where test holes occur within sidewalk panels, the **original concrete core will be reset and bonded back into place**. Any requirement for full sidewalk panel replacement shall be the responsibility of the City.
9. **Physical Obstructions:** Test holes obstructed by reinforced concrete, utility encasements, vaults, foundations, excessive pavement thickness, boulders, or utility congestion may require relocation or abandonment at the direction of the CLIENT and shall be considered complete once reasonable



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excavation attempts are made.

10. **Standards of Practice:** All Subsurface Utility Engineering (SUE) services will be performed in accordance with **ASCE 38-22**, applicable **Colorado Revised Statutes**, and generally accepted professional practice, including **C.R.S. Title 9, Article 1.5 (Utility Facility Owners Identification Act)** and applicable provisions of **C.R.S. Title 12, Article 120, Part 3**.

EXCLUSIONS

1. **Sidewalk Panel Replacement:** Full removal and replacement of sidewalk panels, including color, finish, scoring, or joint matching.
2. **Utility Paint Removal:** Removal of utility markings by pressure washing, soda blasting, grinding, or any other paint removal methods.
3. **Engineering and Design Services:** Utility design, relocation design, engineering analysis, or construction services.
4. **Compaction and Material Testing:** Compaction testing, density testing, or material certification of backfill or restoration materials.
5. **Utility Coordination:** Utility owner coordination meetings, relocation coordination, clearance documents, or conflict resolution beyond data collection.
6. **Private or Undocumented Utilities:** Customer-owned, abandoned, undocumented, or non-conductive utilities not identifiable through standard SUE methods.
7. **Hazardous Materials:** Identification, handling, testing, or remediation of contaminated soils, asbestos-cement pipe, or other hazardous materials.
8. **Work Outside Project Limits:** Any work outside the defined project limits or approved test hole locations.
9. **Scope Limitation:** Any services, tasks, activities, or deliverables **not expressly stated in the Scope of Work section of this proposal are excluded**.



TASK 4 – ROADWAY/TRAFFIC CONTROL DESIGN (MARK THOMAS)

Task 4.1 – Roadway Design & Traffic Control Plan Development

Design Development

- Step 1.1 – Roadway Design: Prepare preliminary and final roadway design plans reflecting the replacement of water, sewer, and stormwater utilities. Design will address pavement restoration, striping restoration, curb and gutter, ADA ramps, driveways, and other impacted roadway elements.
- Step 1.2 – Traffic Control Plan (TCP) Development: Prepare detailed traffic control plans in compliance with the latest MUTCD and City of Greeley standards. Plans will include temporary signing, striping, detour routes, and protection for pedestrians, bicyclists, and adjacent properties.
- Step 1.3 – 9th and 10th Street Mobility Improvements Project Concept Analysis: Analyze the two potential alternatives for the 9th and 10th Street Mobility Improvements to reduce the risk of reconstructing any of the water, sewer, and storm utility improvements constructed as part of this project.

Plan Production and Submittals

Step 3.1 – Plan Set Preparation: Develop plan sheets on 22"X 34" format, consistent with City of Greeley standards primarily, and CDOT/MUTCD standards as required. Plan set will include cover sheet, sheet list, general notes, project overview, key maps, roadway details, pavement delineation sheets, erosion control plans, traffic control plans, and drainage structural sheets as required (see table below with expected roadway sheet count, note these are only the plan sheets that are associated with Task 4 in the plan set)

Description	Sheet Count
Title Sheet	1
Sheet List	2
General Notes	1
Project Overview	1
Key Maps	3
Roadway Details	4
Pavement Delineation	5
Erosion Control Plan	5
Traffic Control Plan	5
Drainage Structural Sheet	1
Total Roadway Sheets	29

- Step 3.2 – Digital Deliverables: Provide CAD files (AutoCAD Civil 3D 2018 or newer) and PDF plan sets covering the full project limits.



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Quality Assurance/Quality Control (QA/QC)

- Step 4.1 – Internal Review: Conduct internal QA/QC reviews of all roadway and traffic control plan deliverables prior to submittals.
- Step 4.2 – Incorporate City Review Comments: Revise design and plan sets in response to City and stakeholder review comments.
- Step 4.3 – Coordinate with City traffic control staff and PMGC contractor to make sure all design align with construction plans.

Deliverables for Roadway/Traffic Control Design:

- 30% Plans, 90% Plans, and 100% Plans submittals
- Specifications at 90% and 100% submittals
- Design project schedule

Assumptions

- Greeley Standard Detail S-11 will suffice for temporary pavement detail; no typical sections/pavement exploration expected.
- Assuming 30%, 90%, 100% submittals
- Construction Cost Estimates will be completed by others.
- Reviews are anticipated to go through the City of Greeley, Cursory CDOT reviews as required
- Construction phasing plans will not be included
- Plans to be designed in AutoCAD Civil 3D software version 2018 or newer

TASK 5: WATER & SANITARY SEWER DESIGN (WILSON & COMPANY)

Task 5.1 – PRELIMINARY ENGINEERING PHASE FINALIZATION

1.1 Potable Water Improvements per Attachment 1.

- a) Wilson & Company will prepare an evaluation for:
 - 1. Rerouting a large diameter water line south of Lincoln Park from 8th St to 10th St from 12th Ave and 7th Ave.
 - 2. Finalization of an alternative alignment for water infrastructure that uses 11th St as the primary east-west trunk rather than 10th St.
- b) Wilson & Company will prepare 30% plans for replacing or relocating other water services as necessary to align with future road and sidewalk designs, bring indoor water meters into conforming locations, and separate compound services.
- c) Wilson & Company will prepare a preliminary quantity list.
- d) Wilson & Company will prepare 30% design documents for potable water line in selected alignment in either 10th St. or 11th St.

Deliverables:

- 1. 30% plans
- 2. Meeting agenda and minutes related to utilities
- 3. Utility Conflict Matrix



1.2 Sanitary Sewer Improvements per Attachment 2.

- a) Wilson & Company will analyze the re-routing of sanitary sewer flows from 11th Ave out of alleys between:
 - i. 9th St and 10 St
 - ii. 10th St and 11 St
- b) Wilson & Company will finalize evaluation of alternative alignment for sewer infrastructure that uses 11th St as the primary east-west trunk rather than 10th St.
- c) Wilson & Company will evaluate open trench construction, pipe bursting, InnerReam or other trenchless technologies at existing segments where upsizing from 10th St or 11th St to south of 8th St.
- d) Wilson & Company will incorporate modeling performed by City staff into design of new sewer infrastructure.
- e) Wilson & Company will prepare a 30% quantity list.
- f) Wilson & Company will prepare 30% design documents for new sanitary sewer main in 10th St from 7th Ave to 11th Ave that intercepts flow from the basins to the south and routes them to an upsized line in 7th Ave before tying into the 8th St trunk sewer. The new sewer will abandon the parallel sanitary sewer main in 10th Ave that flows south at 9th St.

Deliverables:

- 1. 30% design documents
- 2. Meeting agenda and minutes related to utilities
- 3. Utility Conflict Matrix

1.3 Non-Potable Water Extension from Lincoln Park to Downtown Campus

- a) Wilson & Company will prepare 30% design documents for a 6-inch non-potable water distribution main from a future well located in southeast side of Lincoln Park (or within 100' of existing fountain) to the proposed Project green belts in alley south of 10th St.
- b) Prepare a preliminary quantity list.

Deliverables:

- 1. 30% design documents
- 2. Meeting agenda and minutes related to utilities
- 3. Utility Conflict Matrix

1.4 Utility Coordination

- a) Wilson & Company will provide utility coordination for proposed potable water, sanitary sewer and non-potable water with storm sewer and dry utilities including but not limited to power, gas, telephone, and fiber optic lines within the Project limits. Wilson & Company will attend up to four 1-hour utility coordination meetings with private utilities. Wilson & Company will facilitate coordination and permitting with outside parties via the eTrakit protocols including:
 - Xcel Energy
 - Atmos Energy
 - Lumen
 - Allo
 - Comcast/Xfinity
 - CDOT



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- Others as identified during the execution of the Project
- b) Wilson & Company will develop a Utility Conflict Matrix for all potentially impacted utilities within the Project limits.
- c) Wilson & Company will attend a coordination meeting with Prime and City staff to discuss utility relocation preferences, alignment concepts and utility impacts. Review existing water, sanitary sewer, storm sewer and dry utility locations, potential impacts, and design preferences with City staff and Project team. The preferred concept shall be refined and revised.
- a) The Prime and City staff will narrow proposed concepts down to one plan before Wilson & Company proceeds with preliminary design.
- b) Wilson & Company will provide a GIS figure showing the initial realignments on an existing utilities GIS file provided by SUE team.

Deliverables:

1. Meeting agenda and minutes.
2. Coordination using GIS Concept Maps for utility realignments
3. Utility Conflict Matrix

1.5 Preliminary Engineering Report

- a) Wilson & Company will prepare a draft preliminary engineering report (PER) discussing the proposed potable water, sanitary sewer, non-potable water and utility conflicts and possible relocations. The report will provide design alternatives, recommendations, and 30% design documents. The report and design documents will be submitted electronically in PDF format.
- b) Wilson & Company will submit the PER for review and comment by City. Wilson & Company assumes a 2-week review period. Wilson & Company will attend one review meeting and receive comments. The Preliminary Report Review Meeting is expected to last up to 2 hours plus travel time and mileage at approved rates.
- c) Wilson & Company will incorporate approved comments into the final PER including final recommendations, 30% design documents, and updated Project schedule. The final report will be submitted electronically in PDF format.

Deliverables:

1. Draft preliminary engineering report and 30% design documents for dry utility improvements.
2. Meeting agenda and minutes.
3. Final preliminary engineering report and 30% design documents for both wet and dry utility improvements.

Step 2 90% and Final Design

Wilson & Company will prepare final design documents and specifications, construction methods, and schedules for specified upgrades to the City's potable water and sanitary sewer system within the Project area.

2.1 Potable Water Improvements

- a) Wilson & Company will develop 90% design documents to construct improvements and additional technical specifications (utilized Greeley W&S standard specifications and details for all work)
- b) Wilson & Company will prepare 90% quantity list for the utility improvements.



January 5, 2026

- c) Wilson & Company will submit 90% design document for review and comment by City. Wilson & Company assumes a 2-week review period. Wilson & Company will attend one review meeting and receive comments. The Potable 90% Review Meeting is expected to last up to 2 hours plus travel time and mileage at approved rates.
- d) Wilson & Company will develop Final design documents or sufficient level for PM/GC to construct improvements and additional technical specifications.
- e) Wilson & Company will prepare Final quantity list.

Deliverables:

- 1. Meeting agenda and minutes.
- 2. 90% design documents in pdf format.
- 3. 100% or IFC for PM/GC design documents in pdf format with PE stamp.
- 4. 100% submittal in AutoCAD Civil3D versions of drawings and Microsoft Word versions of all specifications and Project manual

2.2 Sanitary Sewer Improvements

- a) Wilson & Company will develop 90% design documents to construct improvements and additional technical specifications (utilized Greeley W&S standard specifications and details for all work)
- b) Wilson & Company will prepare 90% quantity list.
- c) Wilson & Company will submit 90% design document for review and comment by City. Wilson & Company assumes a 2-week review period. Wilson & Company will attend one review meeting and receive comments. The Sanitary Sewer 90% Review Meeting is expected to last up to 2 hours plus travel time and mileage at approved rates.
- d) Wilson & Company will develop Final design documents or sufficient level for PM/GC to construct improvements and additional technical specifications.
- e) Wilson & Company will evaluate prepare Final quantity list.

Deliverables:

- 1. Meeting agenda and minutes.
- 2. 90% design documents in pdf format.
- 3. 100% or IFC for PM/GC design documents in pdf format with PE stamp.
- 4. 100% submittal in AutoCAD Civil3D versions of drawings and Microsoft Word versions of all specifications and Project manual

2.3 Non-Potable Water Extension

- a) Wilson & Company will develop 90% design documents to construct improvements and additional technical specifications (utilized Greeley W&S standard specifications and details for all work)
- b) Wilson & Company will prepare 90% quantity list.
- c) Wilson & Company will submit 90% design document for review and comment by City. Wilson & Company assumes a 2-week review period. Wilson & Company will attend one review meeting and receive comments. The Non-Potable Water 90% Review Meeting is expected to last up to 2 hours plus travel time and mileage at approved rates.
- d) Wilson & Company will develop Final design documents or sufficient level for PM/GC to construct improvements and additional technical specifications.
- e) Wilson & Company will prepare Final quantity list.

Deliverables:

- 1. Meeting agenda and minutes.
- 2. 90% design documents in pdf format.



January 5, 2026

3. 100% or IFC for PM/GC design documents in pdf format with PE stamp.
 4. 100% submittal in AutoCAD Civil3D versions of drawings and Microsoft Word versions of all specifications and Project manual
- 2.4 Miscellaneous City Coordination and Approvals
- Wilson & Company will prepare and submit permitting applications and review documents within City Departments via the eTrakit protocols including:
- City of Greeley Stormwater Department
 - City of Greeley Streets Department
 - City of Greeley Community Engagement
 - City of Greeley Culture, Parks and Recreation Department
 - City of Greeley Fire Marshall
 - City of Greeley W&S Operations Department
 - Others as identified during the execution of the Project

TASK 6 – GEOTECHNICAL AND PAVEMENT DESIGN

Task 6.1 – Geotechnical Final Utility Design Report

At this time, the subsurface exploration for the preliminary design has been completed and this scope of work is to provide additional geotechnical engineering analysis for Final Design. Based on discussions with Mark Thomas, we understand that completing additional subsurface explorations for final design within the anticipated design schedule is not feasible.

■ Analysis and Reporting

Data generated during the subsurface exploration and laboratory testing programs will be analyzed by a geotechnical engineer in developing findings and recommendations to be presented in a draft geotechnical design report for final design. This report will be separate from the report for the Greeley 9th & 10th Street Mobility Improvements project (area indicated in yellow in Exhibit 1). We will prepare a draft version of the report for review by the project team. After receiving any additional comments, we will respond to the comments and issue a final report, signed and sealed by a professional engineer registered in the State of Colorado. The report will include:

- A site plan showing exploration locations.
- A profile showing boring locations and subsurface conditions along the alignment.
- Field and laboratory test results, including boring logs.
- General description of subsurface soil/rock conditions and groundwater levels below the site (if encountered).
- Corrosion testing, consisting of water-soluble sulfates and chlorides, pH, and soil electrical resistivity.
- Recommendations for pavement patching and subgrade treatment.
- Modulus of Soil Reaction (E') for buried flexible pipe design.
- Recommendations for trench bedding and backfill material, pipe bedding type, manhole foundation type and allowable bearing pressures, lateral earth pressures, seepage and uplift control, trench layback and temporary support, and corrosion potential.
- Construction considerations pertinent to earthwork construction, including suitability of excavated material for reuse as trench backfill, excavation and support, subgrade preparation, trench backfilling, and dewatering and control of water.

■ Assumptions



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SAN JOSE, CA 95134

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January 5, 2026

- We made the following assumptions in preparing this proposal:
- No additional geotechnical explorations will be required for final design of the proposed downtown utility improvements.
- Trenchless crossing evaluations were not included. Deeper and closer spaced subsurface investigations as well as additional engineering evaluation will be required for each tunnel.
- Preparation of plans, specifications, and project special provisions is not included.
- Shannon & Wilson will attend 8 hours of virtual meetings.
- Geology sheets for the proposed utility improvements are included.
- Pavement improvements will be limited to patching. Pavement design recommendations for patching are not required.
- Soil/rock samples will be discarded 30 days after issuing our final geotechnical report.
- We assume our services are completed in 2026 and billed on a time-and-materials basis in accordance with the attached fee estimate and fee schedule. At the end of each fiscal year (December 31), rates will be adjusted for the next fiscal year.

TASK 7 – DRAINAGE DESIGN (ICON)

Task 7.1 Preliminary Design **FINALIZATION** - Hydrology & Hydraulics Analysis Storm Drain System

The existing storm drainage system along the proposed sanitary and water alignments will be evaluated. The 100-year master plan alignments travel along 10th Street and 11th Avenue. The other storm drains will be evaluated for local flows. The proposed storm drains will connect into the existing system. The flows into the existing system will be restricted to match existing conditions. The system will ultimately tie into the City of Greeley's 7th Avenue Outfall as outlined in the Downtown Master Plan.

Step 1. Hydraulic and Hydrologic Analysis of Existing Conditions

- Develop hydrology and hydraulic criteria for City review and approval.
- Building on the outfall master plan analysis the project study area drainage basin delineations for all hydraulic design elements will be completed. Calculate peak discharges based on the design criteria and methods.
- Conduct existing conditions hydraulic analysis for return periods established in the hydraulic design criteria.
- Storm drain will connect into the existing drainage system

Step 2. Hydraulic and Hydrologic Analysis of Proposed Project Conditions

- Design the preliminary type, size, and location of the storm drainage systems including incorporation of master plan outfalls within the project study area and a proposed detention pond in Luther Park. Investigate low impact development and standard water quality features and the use of slot pipes around intersections to reduce the number of street inlets.
- Conduct proposed conditions hydraulic analysis for return periods established in the design criteria.
- Hold a drainage review meeting with the City to discuss proposed hydraulic features and options.
- Design of trench drains along the business corridors as directed by the City of Greeley.

Step 3. Conflict Resolution



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- Storm drains will need to be adjusted around the existing sanitary sewer. This task includes time for conflict resolution between any unmovable utilities (ie: sanitary) and the proposed storm.
- This task includes time to meet with the Water and Wastewater department to discuss possible solutions to resolve potential conflicts.

Step 4. Interim Connection

- Determine an Interim connection for the proposed storm drains prior to the construction of the 7th Street Outfall. Adjustments may be required to connect the proposed storm into the 7th Street outfall instead of the existing system. A memo or details of this future connection will be included in a report.
- EPA SWMM modeling of the interim connection. Pre and post conditions will be evaluated to show the effect on the surface flooding.

Step 5. 30% Design Plans

- Develop 30% drainage plan and profile sheets
- Assume limited drainage details at 30%
- Assume limited profiles of inlet laterals at 30%
- Interim Connection

Deliverables

- 30% Drainage Design models
- 30% Plan and Profile Sheets

Task 7.4 Drainage Report

A drainage memo will be created describing the modeling performed and proposed improvements for the outfall adjustments as well as for the proposed pond improvements. .

Step 1. Draft Report

- Document existing conditions including localized locations of flooding.
- Document the proposed storm drainage system including type, size, location of facilities and connection to the major outfall systems and detention ponds.
- Document water quality elements included in the design and the drainage area they treat.
- Maps indicating the general and specific project location including the stream channel(s) to proposed structure locations and drainage basin boundaries
- Discussions, documentation, and summaries of all analysis and design activities (including any assumptions made, discussion of variables including n values) and results
- Detailed hydraulic design recommendations and conclusions including appropriate tables, figures etc. in the text
- Appendices containing copies of any hand or spreadsheet calculations and electronic files of input and output data from any computer models used
- Maps and/or exhibits showing the location and orientation of all cross-sections and cross section plots for all locations

Step 2. Address Comments and Resubmit (Drainage Report)



January 5, 2026

- This task assumes minor comments.
- Address City Comments and Resubmit

Deliverables:

- Drainage Design Models
- Drainage Report

Task 7.5 Final Design

The 30% design will be progressed to final design. The comments from the 30% will be addressed. Any issues while addressing the comments will be raised in design meetings prior to the Final Design submittal.

Step 1. Hydraulic Model Adjustments

- Any adjustments to the 30% design will be incorporated into the model.

Step 2. Final Design Plans

- Address 30% comments
- Storm Laterals
- Storm Details
- Interim Connection Refinement

Deliverables

- Plan and Profile Sheets
- Lateral Sheets
- Detail Sheets

FEE ESTIMATE

Attached is a cost breakdown for the fee.

SCHEDULE

We will work with the City to establish a schedule and submit for your review.

Thank you for the opportunity to provide this letter for additional services. Please give me a call if you need any additional information or have any questions regarding these additional services.

Sincerely,

MARK THOMAS

Accepted:

Signature

John Rohner

Sr. Project Manager



COST PROPOSAL FOR PROJECT SCOPE - City of Greeley: Downtown Campus - Amendment

 *Please note that rates shown are for estimating purpose only. See Rate Schedule for actual rates/ranges.		KEY STAFF							Subconsultants					TOTAL COST (LOADED)	
		Mark Thomas							FHU	ICON	Shannon & Wilson	SurvWest	Wilson & Company		
		Principal M. Brogan	Sr. Project Manager J. Rohner	Sr. Project Engineer	Design Engineer II	Sr. Project Accountant	Sr. Project Coordinator	Total Hours							Total MT Cost (Loaded)
Project Role ==>		Principal \$505	Sr. Project Manager \$320	Sr. Project Engineer \$240	Design Engineer II \$175	Sr. Project Accountant \$180	Sr. Project Coordinator \$180								
1.0 PROJECT MANAGEMENT															
1.1	Project Management and Administration	24	168	166	72	20	16	466	\$124,800	-	-	-	-	-	\$124,800
Subtotal Phase 1		24	168	166	72	20	16	466	\$124,800	\$0	\$0	\$0	\$0	\$0	\$124,800
2.0 ENVIRONMENTAL															
2.1	Environmental Clearance Permits							0	\$0	26,280	-	-	-	-	\$26,280
Subtotal Phase 2		0	0	0	0	0	0	0	\$0	\$26,280	\$0	\$0	\$0	\$0	\$26,280
3.0 SUE															
3.1	Quality Level A SUE - Sewer							0	\$0	-	-	-	\$99,000	-	\$99,000
3.2	Quality Level A SUE - Water							0	\$0	-	-	-	\$99,000	-	\$99,000
3.3	Quality Level A SUE - Storm							0	\$0	-	-	-	\$99,000	-	\$99,000.00
3.4	Quality Level A SUE - Non-potable							0	\$0	-	-	-	\$33,000	-	\$33,000.00
Subtotal Phase 3		0	0	0	0	0	0	0	\$0	\$0	\$0	\$0	\$330,000	\$0	\$330,000
4.0 ROADWAY/TRAFFIC CONTROL DESIGN															
4.1	ROADWAY DESIGN		135	483	561			1179	\$257,295	-	-	-	-	-	\$257,295
Subtotal Phase 4		0	135	483	561	0	0	1179	\$257,295	\$0	\$0	\$0	\$0	\$0	\$257,295
5.0 WATER & SANITARY SEWER DESIGN															
5.1	Water Preliminary Design (finalization)							0	\$0	-	-	-	-	\$25,611.27	\$25,611.27
5.2	Sewer Preliminary Design (finalization)							0	\$0	-	-	-	-	\$33,491.27	\$33,491.27
5.3	Non-Potable Preliminary Design (finalization)							0	\$0	-	-	-	-	\$16,697.26	\$16,697.26
5.4	Water Final Design							0	\$0	-	-	-	-	\$65,094.40	\$65,094.40
5.5	Sewer Final Design							0	\$0	-	-	-	-	\$51,128.40	\$51,128.40
5.6	Non-Potable Final Design							0	\$0	-	-	-	-	\$36,857.40	\$36,857.40
Subtotal Phase 5		0	0	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0	\$228,880	\$228,880
6.0 GEOTECHNICAL & PAVEMENT DESIGN															
6.1	Geotechnical Final Utility Design Report							0	\$0	-	-	29,060	-	-	\$29,060
Subtotal Phase 6		0	0	0	0	0	0	0	\$0	\$0	\$0	\$29,060	\$0	\$0	\$29,060

MT Fee (B Rates)

Please note that the rates shown are for estimating purposes only. See rate schedule for actual rates/ranges.

7.0 DRAINAGE DESIGN														
7.1 Preliminary Drainage Design <i>(finalization)</i>							0	\$0	-	\$44,132	-	-	-	\$44,132
7.2 Final Drainage Design							0	\$0	-	\$188,832	-	-	-	\$188,832
OTHER DIRECT COSTS								\$0	-	-	-	-	-	\$0
Subtotal Phase 7	0	0	0	0	0	0	0	\$0	\$0	\$232,964	\$0	\$0	\$0	\$232,964
TOTAL HOURS	24	303	1132	633	20	16	1645		0	0	0	0	0	
OTHER DIRECT COSTS								\$3,040	\$0	\$0	\$0	\$0	\$0	\$3,040
TOTAL COST	\$12,120	\$96,960	\$271,680	\$110,775	\$3,600	\$2,880		\$385,135	\$26,280	\$232,964	\$29,060	\$330,000	\$228,880	\$1,232,319

MT Fee (B Rates)

Please note that the rates shown are for estimating purposes only. See rate schedule for actual rates/ranges.



Council Agenda Summary

February 3, 2026

Key Staff Contact: Wendy Bethel, Utility Finance Manager, Roch Labossiere, Civil Engineer IV, Steven Younkin, Interim Deputy Director Public Works/Chief Engineer

Title:

Resolution authorizing the City to enter into a contract for professional services between the City and RS&H, Inc. for design services for the MERGE Project

Summary:

RS&H, Inc. was selected as the design consultant for the MERGE project under project-specific procurement in accordance with the City, CDOT and FHWA policies. The consultant was authorized to start initial work on the environmental services and survey under an initial task order (TO 1) for \$203,660 to maintain the project schedule while the federal funding is obligated for the project.

Any dollars spent by the City prior to federal authorization of the funding cannot be used as a match for the grant funding. The City is unable to authorize the consultant team for the entire design contract.

It is expected that the federal funding process will be completed by April 2026. Additionally, there is a need for design services to improve the traffic flow on Centerplace Drive and the off-system mobility hub prior to any construction activities starting on the US 34 Bypass.

As a result, to keep the project on schedule and complete improvements to Centerplace Drive, staff is proposing an amendment to the TO 1 to enable the project consultant team to continue the design efforts.

Fiscal Impact:

If approved, will this item result in a positive, negative, or no impact on the budget?

No impact. Funds are available and budgeted. Fund 334 Transportation Development for \$484,398.56 and Fund 321 KGM for \$645,018.21 for a total amendment of \$1,129,416.77

Is there grant funding for this item?

Yes.

Does this action have potential long-term fiscal implications?

Approving the amendment will enable the City to complete improvements on Centerplace Drive and the off system mobility hub before construction on US 34 Bypass starts. The amendment will also allow the continued environmental and preliminary design of the project while the federal funds are authorized.

Legal Issues:

None

Other issues and Considerations:

Strategic Focus Area:

Business Growth
Infrastructure and Mobility
Quality of Life
Safe and Secure Communities

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:

Adopt the resolution.

Attachments:

1. Resolution No. 12, 2026 with Exhibit A

CITY OF GREELEY, COLORADO
RESOLUTION NO. 12, 2026

**A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO A CONTRACT
FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF GREELEY AND RS&H,
INC. FOR DESIGN SERVICES FOR THE MERGE PROJECT**

WHEREAS, the City intends to construct improvements on US Highway 34 Bypass at the intersections with 35th Avenue and 47th Avenue by constructing grade separated interchanges and a center loading as well as an off-system mobility hub, together called the MERGE project (“Project”); and

WHEREAS, the City seeks to procure the services of a qualified consultant to complete the design of the Project in accordance with City and Colorado Department of Transportation design standards including the Americans with Disabilities Act and associated water, sanitary and stormwater utilities to support the Project (“Services”); and

WHEREAS, the most qualified consultant for the Project was determined to be RS&H, Inc. (“Consultant”) who submitted a statement of qualifications in response to a Request for Qualifications for the design of the Project; and

WHEREAS, the City subsequently contracted with the Consultant for professional services including an initial Task Order (“TO #1”) for \$203,660; and

WHEREAS, the City intends to further contract with the Consultant for additional design Services as needed to advance the environmental clearance process for the Project and improvements on Centerplace Drive prior to the commencement of construction of the Project; and

WHEREAS the Services may be contracted through execution of an amendment to TO #1 with Consultant; and

WHEREAS, the City has funding available to support execution of an amendment to TO #1 for the Services; and

WHEREAS, execution of an amendment to TO #1 in the amount of \$1,129,416.77 will increase the existing contract with the Consultant to \$1,333,076.77; and

WHEREAS, in accordance with Section 2-184 of the City of Greeley Municipal Code, the City Council must approve a contract for professional or consulting services (including task orders, change orders and amendments to existing contracts) in amounts of \$200,000 or more; and

WHEREAS, it is in the best interest of the citizens of the City to undertake the Project through execution of an amendment to TO #1 for the Services with the Consultant.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF

GREELEY, COLORADO:

Section 1. The City Council hereby authorizes the City to enter into an amendment to TO #1 with the Consultant in the amount of \$1,129,416.77, a copy of which is attached hereto and incorporated herein as Exhibit A.

Section 2. The City Council hereby delegates authority to City staff and legal counsel to make changes and modifications to the amendment to TO #1 before execution, provided the material substance remains unchanged.

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

INTRODUCED, PASSED AND ADOPTED THIS _____ DAY OF _____, 2026.

Attest:

THE CITY OF GREELEY, COLORADO

By _____
City Clerk

By _____
Mayor

EXHIBIT A
RESOLUTION NO. 12, 2026
CITY OF GREELEY

AMENDMENT ONE TO AGREEMENT
CONTRACT# F25-03-014 – MERGE PROJECT

This Amendment to Agreement (the “Agreement”) is made on **January 15, 2026**, by and between the **City of Greeley** (the “City”), and **RS&H Inc.** (the “Consultant”), have reached agreement to amend **Task Order #1, MERGE Project** dated **June 17, 2025** (the “Initial Agreement”) according to the terms and conditions hereinafter provided.

The purchase order P20254286 for Task Order #1 will be increased by \$1,129,416.77, for a total of \$1,333,076.77.

Task Order 1 – Amendment 1

- Local Project work
 - Centerplace Improvements
 - Right-in/Right out access (2 locations)
 - Off System Bus Station Layout
 - Cost \$645,018.21
- Initial NEPA and Alternatives
 - NEPA: Draft Purpose and Need, Reasonable
 - Alternatives, Level 1 Screening, Level 2
 - Screening, Roadway: Preliminary layout of
 - Preferred Alternatives, 47th, 35th and
 - Mobility Hub, 5% of Public Engagement,
 - Traffic Study, 8% of work for PM
 - Cost \$484,398.56

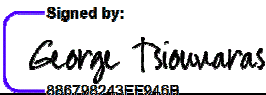
Where these new terms and conditions reference specific attachments and/or paragraphs, the new terms and conditions shall replace the prior terms and conditions. All other terms and conditions of the Agreement shall remain intact and in effect. This amendment shall be in effect for all subsequent orders placed with Consultant from this date forward.

IN WITNESS WHEREOF, the parties hereto have caused this amendment to be executed by their respective authorized representatives to be in effect retroactive to the effective date of the Agreement.

THE CITY OF GREELEY
Approved as to Substance

Signed: _____
Name: _____
Title: _____
Date: _____

CONSULTANT:

Signed: 
Name: George Tsiouvaras
Title: Senior Vice President
Date: 1/19/2026 | 7:43:10 AM MST

THE CITY OF GREELEY
Approved as to Legal Form

Signed: _____
Name: _____
Title: _____
Date: _____

THE CITY OF GREELEY
Certification of Contract Funds Availability

Signed: _____
Name: _____
Title: _____
Date: _____

Summary



COG Contract F25-03-014

<u>Task Order Description</u>	<u>Scope of Work Summary</u>	<u>Amount</u>
Original Task Order 1 (Previous Task Order)	Initial Project Setup and initiate time critical scope elements	\$203,660.00

Task Order 1 - Amendment 1 Local Project Work	Centerplace Improvements, Right-in/Right out access (2 locations), Off System Bus Station Layout	\$ 645,018.21
Task Order 1 - Amendment 1 Initial NEPA and Alternatives	NEPA: Draft Purpose and Need, Reasonable Alternatives, Level 1 Screening, Level 2 Screening, Roadway: Preliminary layout of Preferred Alternatives, 47th, 35th and Mobility Hub, 5% of Public Engagment, Traffic Study, 8% of work for PM	\$ 484,398.56

Amendment 1 Task Order Total	\$1,333,076.77
------------------------------	----------------

Net Task Order Increase	\$1,129,416.77
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Task Order 1 - Amendment 1 Local Project Work

02 LOCAL PROJECTS

Centerplace Improvements, Right-in/Right out
access (2 locations), Off System Bus Station
Layout

Owner:
City of Greeley
November 20, 2025

SCOPE OF WORK

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SECTION 1: PROJECT INFORMATION

1.01 Definitions

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MERGE LOCAL PROJECTS

PROJECT: Refers to the Greeley MERGE Project
COG: Refers to the City of Greeley
CDOT: Refers to the Colorado Department of Transportation
CM/GC: GENERAL MANAGER/GENERAL CONTRACTOR: Refers to the General Contractor Team
Integrated Project Delivery Refers to alternative delivery method that could be included with the CM/GC contract.
ENGINEER: The RS&H Consulting Team
FHWA: Refers to the Federal Highway Administration

1.02 ENGINEER Team

The ENGINEER team is composed of the following team Members:

- RS&H, Inc.
 - Project Management
 - Road
 - Buildings – not included
 - Drainage/Water Quality
 - Traffic/Maintenance of Traffic
 - Mobility
 - Landscaping – No Scope included
- Bohannon Huston, Inc.
 - Survey, Mapping, LiDAR

1.03 Design Information

The proposed Mobility Enhancements for Regional Growth and Equity (MERGE) project is a public transit-oriented project that includes construction of a regional new mobility hub between two grade-separated interchanges at 35th Avenue and 47th Avenue. This task order addresses the local enabling projects that improve operations on Centerplace, two RIRO along US34 and early work at the off-site bus station.

1.04 General Construction Packages

This scope anticipates one construction package. Over the shoulder review for concept and one IFC package.

1.05 Work Authorization Goal

Same as design information section 1.03

1.06 Schedule/Work Duration

The duration of this task order is anticipated to be 4 months.

SECTION 2: GENERAL REQUIREMENTS

2.01 GENERAL INFORMATION (RS&H)

2.01.1 – General Information

Billings will be at the categorical rates included at the end of the scope document. Rates will be escalated annually in accordance with Federal Acquisition Regulations.

The project plans shall be produced using AutoCAD 2022 with a similar look and feel to match the Federally funded projects.. CDOT CAD and plan standards shall be used as a basis unless specifically addressed in City of Greeley documents. CDOT 2025 Construction Specifications shall be used as a basis of specifications for the MERGE project.

The project anticipates traditional design-bid-build or KGM contractor. Post design will be scoped at a later date.

2.01.2 – Expenses (RS&H)

Reimbursable expenses will include costs associated with project related work at actual reasonable cost. This effort could include, travel to/from meetings and site, reproduction.

MERGE LOCAL PROJECTS

2.02 PROJECT MANAGEMENT (RS&H)

2.02.1 –Project Management (RS&H)

Objective: Provide oversight, interagency coordination, funding alignment, and performance monitoring across the full program, including the local projects.

2.02.1.2 Stakeholder and Interagency Coordination

Lead coordination with:

- Utility Companies
 - Xcel
 - Comcast
- Transit agencies
 - Greeley Evans Transit (GET)
- Organizations
 - Greeley Area Chamber of Commerce
- Schools
 - University of Northern Colorado
 - Greeley West High School
 - District 6
- Local businesses (Representative Local Businesses)
 - Leprino Food
 - JBS Foods
 - Kohls
 - UCHealth Greeley Hospital
- Establish and manage a Program Steering Committee.
- Coordinate with corridor studies, rail interfaces, or major adjacent projects.

2.02.2 – PROJECT MANAGEMENT SCOPE

Objective: Manage the design of MERGE, provide quality deliverables, timely execution, budget control.

2.02.2.1 Project Initiation and Setup

- Supplement previously created project management plan elements drafted in the initial contract (PMP) including:
 - Scope management
 - Schedule and cost control
 - Risk management
 - Change management
 - Quality assurance
- Set up document control and project collaboration platforms.

Scope Management

- Coordinate with design leads (roadway, structures, drainage, traffic, utilities).
- Verify limits of work (mainline, ramps, local road tie-ins, ROW, etc.).
- Define design deliverables and milestones (over the shoulder initial, 90%, Issue for Construction (IFC)).

Schedule Management

- Develop and maintain the design project schedule (P6/MS Project).
- Identify critical path and key dependencies.
- Track and report against design submittal milestones.
- Coordinate with permitting, environmental clearance, and utility relocation timelines.

Budget and Cost Control

- Prepare and manage design phase budget (labor, subs, QA, allowances).
- Track design consultant invoices and payment processing.

MERGE LOCAL PROJECTS

- Monitor earned value against percent complete.

Risk and Issue Management

No specific risk process. The ENGINEER will collaborate with the City of Greeley on value engineering input into improvements.

Identify for COG potential Right-of-Way needs (none assumed as part of this scope)

- Track ROW needs and acquisition schedules.
- Coordinate with utility owners for conflict identification and relocation plans.

Weekly Project Management Coordination with Greeley

- Combine with other meetings for efficiency

City Council Reporting

- Included as part of Federal Projects

Design Consultant Oversight

- Manage consultant contract, scope, and deliverables.
- Review and approve submittals, RFIs, and design change requests.
- Facilitate coordination among subconsultants (geotech, traffic, ITS, lighting, landscaping, etc.).

Design Documentation and Final Deliverables

- proper formatting, coordination, and submission of:
 - Plan sets (horizontal/vertical alignment, profiles, cross-sections)
 - Specifications and special provisions
 - Quantities and cost estimates
 - Design calculations and reports
- Track deliverables submitted for COG review and certification.

Documentation Control

- File and distribute project correspondence
- Prepare meeting minutes

2.02.3 – DELIVERABLES

- Project Management Plan (PMP)
- Master Schedule and Budget
- Risk Register and Mitigation Plans, Risk Reports
- Monthly Progress Reports
- QA/QC Logs and Certifications
- Design Submittal Packages (90/IFC)
- Stakeholder Coordination Logs

2.03 QUALITY MANAGEMENT (RS&H)

2.03.1 – Quality Management

ENGINEER will be responsible for Design Quality Control and Design Quality Assurance as defined the Technical Requirements.

ENGINEER will supply the Design Quality Manager for the project. This scope is limited to the Design phase.

ENGINEER shall maintain the Design Quality Management Plan (DQMP). ENGINEER shall complete design in accordance with processes outlined in the DQMP once it is approved by COG.

During the scoping task order the ENGINEER will submit a monthly Design Quality Assurance letter documenting the work was performed in accordance with the Design Quality Assurance Plan.

MERGE LOCAL PROJECTS

2.03.2 – Quality Management Plan

ENGINEER shall prepare the Project Quality Management Plan.

2.03.3 – Monthly Quality Management

The Quality Manager shall complete monthly quality audits including review of monthly subconsultant quality reporting.

2.03.4 – Milestone Quality Management

The Quality Manager will provide Quality Assurance Review of the quality documentation assessments prior to milestone submittals. Any corrective actions will be completed prior to submittal.

During the scoping task order the ENGINEER will submit a monthly Design Quality Assurance letter documenting the work was performed in accordance with the Design Quality Assurance Plan.

2.03.5 – Deliverables

ENGINEER shall provide an overall project Design Quality Management Plan
Monthly Quality Audit Report
Project Milestone Quality Audit Reports

2.04 PUBLIC ENGAGEMENT

This scope of work does not include any Public Engagement.

2.05 ENVIRONMENTAL REQUIREMENTS

This scope of work does not include any environmental services.

2.06 CM/GC Process

This work authorization will follow a streamlined submittal process for pricing from the contractor team. This scope anticipates over the shoulder reviews for interim pricing.

2.07 UTILITY

This scope assumes no SUE investigation. This scope assumes that excavations are less than 2' depth and less than 1000 sf contiguous excavations. Any required SUE work will be done by others.

2.08 RIGHT-OF-WAY

No right-of-way services are included in this scope.

2.09 FIELD SURVEY/LiDAR (BHI)

2.09.1 – Supplemental Field Survey

A budget of \$10,000 for field and office survey services per the requests from the RSH MERGE project manager. These surveys will provide GPS RTK, total station, and data collection for selected areas and structures as determined during engineering design. BHI surveyors will tie to the nearby City and CDOT control with these survey deliveries matching aerial mapping, and mobile lidar control systems previously provided. This survey is performed under the supervision of our CO PLS surveyor, Alan Benham.

BHI will provide Autodesk Civil3D planimetric dwg files (2D and 3D). Additionally, a custom coordinate definition for the C3D modified system will be assigned to the deliverable files. BHI will work with RS&H to determine the appropriate CAD standard to enforce for deliverable data.

MERGE LOCAL PROJECTS

2.09.2 – Supplemental LIDAR

Bohannon Huston Inc. (BHI) will provide LiDAR processing of additional work outside of the Federal project limits along Centerplace and 200 feet north and south of the 35th and 47th intersections. In addition, the bus station site will be processed.

2.10 GEOTECHNICAL ENGINEERING AND PAVEMENT DESIGN (Yeh)

- No scope included for geotechnical effort.

2.11 MOBILITY/Off System Bus Station Schematic

The Off-system bus station / mobility hub scope includes limited programming for an interim bus sawtooth configuration. Design recommendations will provide high level consideration of guidance references in limited coordination with stakeholders and consistent with the limited budget.

Author or Agency	Title
American Association of State Highway and Transportation Officials (AASHTO)	Guide for the Development of Bicycle Facilities, 5th Edition
AASHTO	Guide for Geometric Design of Transit Facilities on Highways and Streets
AASHTO	Guide for the Planning, Design, and Operation of Pedestrian Facilities
City of Greeley	Bicycle Master Plan
City of Greeley	Design Criteria, Construction Specifications & Details
City of Greeley	Transportation Master Plan
National Association of City Transportation Officials (NACTO)	Transit Street Design Guide
NACTO	Urban Bikeway Design Guide
NACTO	Designing Streets for Kids

Assumptions:

- Simple memo documentation of decisions
- Limited to four meetings and site visit.

Exclusions:

- The scope has limited budget and the team will develop the site to the extent possible.
- .

2.11.3 – Off System Mobility Hub

Specific elements for this project include:

- Mobility hub with
 - Saw tooth islands
 - Schematic layout of power and communication conduits and pull boxes by civil team in coordination with the City of Greeley
 - Schematic layout of EV charging locations by civil team in coordination with the City of Greeley
 - Schematic siting of building by civil team in coordination with the City of Greeley
 - Geometric layout of site limited to plan view
- Exclusions
 - Wayfinding signage
 - Technology coordination
 - Lighting
 - Landscaping
 - Building design

MERGE LOCAL PROJECTS

2.12 DRAINAGE, WATER QUALITY, EROSION CONTROL (RS&H)

ENGINEER will perform hydrologic design, water quality design, and erosion control as detailed below.

Table 1 - Standards for Drainage and Erosion Control Design

Author or Agency	Title
City of Greeley (COG)	Design Criteria and Construction Specifications Volume II Storm Drainage (COG Storm Drainage Criteria)
COG	City of Greeley's Street Design Criteria and Construction Specifications & Details
Mile High Flood District (MHFD)	Urban Storm Drainage Criteria Manual, Volumes I, II, and III dated March 2024
COG	Greeley Municipal Code, Title 20, Chapter 3. – Water and Sanitary Sewer Service & Chapter 4. - Stormwater Management Program
Colorado Department of Transportation (CDOT)	Standard Specifications for Road and Bridge Construction (CDOT Standard Specifications)
CDOT	M&S Standard Plans dated 2019
CDOT	Drainage Design Manual (DDM) dated 2019
CDOT	Erosion Control and Stormwater Quality Guide
CDOT	Stormwater Management Templates (Narrative)

Design Jurisdiction: Drainage design standards shall adhere to the right of way jurisdiction of the drainage limits. Drainage features within the City of Greeley (COG) limits shall follow the standards set for Greeley. Where the COG requirements are not clear, CDOT drainage design criteria will be utilized. US 34 and associated ramps will adhere to Colorado Department of Transportation Drainage Criteria.

Table 2 - Drainage Design Guidelines

Author or Agency	Title
American Association of State Highway and Transportation Officials (AASHTO)	A Policy on Geometric Design of Highways and Streets
Federal Highway Administration (FHWA)	Hydraulic Design Series (HDS) No. 4, Introduction to Highway Hydraulics
FHWA	HDS No. 5, Hydraulic Design of Highways Culverts
FHWA	Hydraulic Engineering Circular (HEC) No. 12, Drainage of Highway Pavements
FHWA	HEC-14, Design of Energy Dissipators for Culverts and Channels
FHWA	HEC-15, Design of Roadside Channels with Flexible Linings
FHWA	HEC-18, Evaluating Scour at Bridges
FHWA	HEC-20, Stream Stability at Highway Structures
FHWA	HEC-21, Design of Bridge Deck Drainage
FHWA	HEC-22, Urban Drainage Design Manual
FHWA	HEC-23, Bridge Scour and Stream Instability Countermeasures: Experience, Selection, and Design Guidance – Third Edition

Table 3 - Drainage Programs for Analysis

Author or Agency	Title
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MERGE LOCAL PROJECTS

FHWA	Hydraulic Toolbox
FHWA	HY-8 Culvert Analysis Program
AutoCAD	AutoCAD Civil 3D 2024, including Storm and Sanitary Analysis
Bentley	StormCAD
MHFD	Detention Design
MHFD	Street Capacity and Inlet Sizing
MHFD	Culvert Design
MHFD	Peak Runoff Prediction by the Rational Method

All programs required to design the drainage network may not be listed. Programs not listed will be presented to the City of Greeley prior to the 60% submittal for approval.

Site Visit: RS&H will perform site visits to assess the current drainage conditions at the two right-in/right out locations and off system bus station - Mobility Hub.

Quantities and Cost Estimate: Quantities shall be completed using CDOT pay item codes. COG Standards and Specifications will be utilized for areas outside of US 34 and associated ramps including the Mobility Hub. Specifications within CDOT (US 34 & associated ramps) right-of-way shall adhere to CDOT standards. An exception will occur for water quality features and facilities due to COG maintaining the facilities. Water quality facilities will adhere to COG standards.

Stormwater Management Plans: Stormwater management plans will be prepared based on the submittal level of the design. Submittal levels will be as follows: 30%, 60% 90% and Final. The 30% submittal will only include the narrative text. Initial, interim and final phases shall be on their own sheet. The stormwater management narrative will be based upon CDOT's Stormwater Template and permit application is not included with this scope.

MS4 Additional Funding Request: RS&H will investigate if there are funds available in CDOT's Water Quality Mitigation Pondering Pool for water quality regarding the MS4 improvements for US 34. Application will be completed if it is determined that project meets the requirement criteria. If the project does not meet the standards for receiving funds this avenue will be abandoned.

QA/QC: The Consultant (RS&H and each subconsultant) shall provide Quality Control and Quality Assurance (QA/QC) with an emphasis that each consultant's work is accurate, clear and concise especially upon inclusion of each consultant's work into the project. Including but not limited to the project plans, technical reports, technical specifications, and construction cost estimates.

Variances: Variances shall be discussed and submitted to the City of Greeley prior to IFC for approval.

Exclusions

- Drainage Report: There will be no drainage report submitted for alternative analysis for the NEPA phase.
- No post design services are included in this scope including but not limited to responding to RFIs, reviewing shop drawing, as-built plans
- No FEMA regulated floodplains will be evaluated.

To support project development, RS&H will conduct an alternatives analysis to meet NEPA and Interchange Selection Report requirements. In addition, RS&H will provide technical support for the NEPA clearance process and public involvement activities.

Drainage Submittals: Each project site will have 2 submittals:

- 90% Design Submittal (COG Final Submittal), and
- IFC Design Submittal (COG Final Submittal).

The drainage report will follow all plan submittals, excluding the Conceptual Design Submittal, by 1 week.

No 30% Design deliverables. The 30% design deliverable will be over the shoulder style..

Drainage Report

MERGE LOCAL PROJECTS

- Cover Sheet
- Table of Contents
- Text
- Existing Basins Hydrology & Maps – Per Outfall
- Proposed Basin Hydrology & Maps
- Preliminary Water Quality Calculations (MHFD or Carlsonator)
- Pipe Sizing based on Full Flow Slope Capacity
- Pipe Profiles - Including HGLs and EGLS
- Individual Ditch Calculations
- Digital Copies of Modeling Files (HEC-RAS, HY-8 etc), if applicable
-
- Pipe Sizing based on design
- Pipe Profiles - Including HGLs and EGLS
- Ditch Calculations
- Water Quality Calculations (MHFD or Carlsonator)
- Digital Copies of Modeling Files (HEC-RAS, HY-8 etc)

90% Design deliverables: The 90% design deliverable will be as required in the COG Greeley Drainage Checklist. The following deliverables are anticipated for the 90% Design:

Plans Included

- | | |
|--|--|
| <ul style="list-style-type: none"> ➤ Cover Sheet ➤ Overall Plan Sheet ➤ General Notes ➤ Key Map ➤ Quantities ➤ Demolition/Removals ➤ Roadway Plan View with Drainage Structures Size, Description | <ul style="list-style-type: none"> ➤ Irrigation Structures Size and Description ➤ Irrigation Profiles ➤ Drainage Profiles ➤ Ditch Tables ➤ Water Quality Plan Sheets, Sections, WQ Details, & Grading Sheets ➤ Standard Project Details ➤ Stormwater Management Narrative & Plan Sheets |
|--|--|

Drainage Report

- | | |
|---|--|
| <ul style="list-style-type: none"> ➤ Cover Sheet ➤ Certification Page ➤ Table of Contents ➤ Text ➤ Existing Basins Hydrology & Maps – Per Outfall ➤ Proposed Basin Hydrology & Maps | <ul style="list-style-type: none"> ➤ Pipe Sizing based on design ➤ Pipe Profiles - Including HGLs and EGLS ➤ Ditch Calculations ➤ Water Quality Calculations (MHFD or Carlsonator) ➤ Digital Copies of Modeling Files (HEC-RAS, HY-8 etc) |
|---|--|

IFC Design deliverables: The IFC design deliverable will be as required in the COG Greeley Final Drainage Checklist. The following deliverables are anticipated for the IFC Design:

Plans Included

- | | |
|---|---|
| <ul style="list-style-type: none"> ➤ Cover Sheet ➤ Overall Plan Sheet ➤ Certification ➤ General Notes ➤ Key Map ➤ Quantities ➤ Demolition/Removals ➤ Roadway Plan View with Drainage Structures Size, Description | <ul style="list-style-type: none"> ➤ Drainage Profiles ➤ Interchange Plan Sheets with Drainage Profiles behind ➤ Irrigation Structures Size and Description ➤ Irrigation Profiles ➤ Ditch Tables ➤ Water Quality Plan Sheets, Sections, WQ Details, & Grading Sheets ➤ Standard Project Details ➤ Stormwater Management Narrative & Plan Sheets |
|---|---|

Drainage Report

- | | |
|---|---|
| <ul style="list-style-type: none"> ➤ Cover Sheet ➤ Certification Page | <ul style="list-style-type: none"> ➤ Table of Contents ➤ Text |
|---|---|

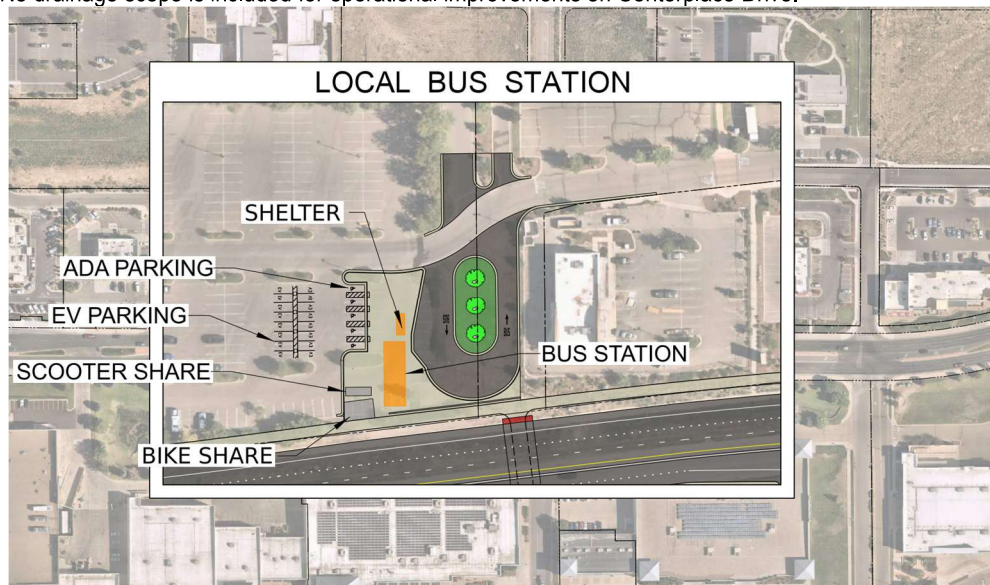
MERGE LOCAL PROJECTS

- Existing Basins Hydrology & Maps – Per Outfall
- Proposed Basin Hydrology & Maps
- Pipe Calculations design (StormCAD)
- Pipe Profiles - Including HGLs and EGLS
- Ditch Calculations
- Water Quality Calculations (MHFD or Carlsonator)
- Digital Copies of Modeling Files (HEC-RAS, HY-8 etc)

O&M Plan and Agreement

2.12.2 – Site 1: Centerplace Drive

No drainage scope is included for operational improvements on Centerplace Drive.



2.13 ROADWAY/CIVIL (RS&H)

RS&H will identify and provide basic plan level I roads to improve operations during the construction of US34. The scope has three major components:

- Supporting plan sheet development of off-system Bus Station saw tooth islands and conceptual site layout of major elements in collaboration with the City of Greeley
- Operational modifications to Centerplace similar to a CDOT writeup project.
- Development of up to 2 temporary right-in/right-out accesses along US34.

This Scope of Work provides a detailed task-by-task description of the engineering approach for the enabling projects. The following sequence reflects anticipated work progressing from concept through final PS&E (Plans, Specifications, and Estimate) submittal and construction.

2.13.1 – Concept Development

ENGINEER will perform the following tasks:

- **Streamlined Conceptual Alternatives Development**
- Centerplace: Develop conceptual horizontal plans for operational improvements. . Prepare conceptual cost estimates Alternatives will be vetted with COG for approval.
- Off-system bus station - mobility hub: Develop design concept for sawtooth islands, building pad and EV charging spaces
- Two basic right in/right out access points on US34

- Finalize details
- Address comments and finalize geometry, drainage, and cross sections. Coordinate and complete final design details. Validate quantities and references across plan set.
- **Specifications & Special Provisions**
- Prepare technical specifications and Special Provisions consistent with COG/CDOT Standards.
- Develop final bid item quantities and cost estimate review.
- **Task 4.5 – IFC Package**
- Assemble the IFC Package including plans, specifications, and estimate. Submit to COG for final acceptance.

- Task Force Meetings (18 Weeks X 50% frequency * 1 hrs/week additional
- Task Management (1 hrs/week x 18 week)

- Final Issue-For-Construction package for off System Mobility Hub Bus Station
 - Final Issue-For-Construction Plan Set
 - Final Issue-For-Construction Specifications Document
 - Final Engineers' Opinion of Probable Construction Cost Tabulation Document
 - Comment response form

➤ Post Design Services

No scope included for Electrical engineer and lighting in this task order.

No scope for structures in this task order.

The section below is the general approach for the traffic study, signing, pavement markings, maintenance of traffic and signals. The individual segments are described in further detail in subsequent sub sections.

Page | 11 - Task Order 1 – Amendment 01 - 02 Local Projects

2.16.1A – Traffic Analysis Local Roads

Engineer will provide the following traffic services for the Local Roads.

2.16.1.B Existing Conditions Evaluation

- Analyze AM and PM peak operations using City-provided turning movement data for:
 - **Centerplace Dr** (between 47th and 35th) – 2 signalized intersections
- Establish baseline metrics for delay, travel time, and queuing.
- Coordinate with the City to obtain any missing intersection data (RS&H will not collect new turning movement volumes).

Deliverable: Two Vistro models representing existing conditions, and a summary of the results.

2.16.1.C Construction Conditions Analysis

- Develop two models simulating traffic diversion from US 34 to local streets during construction, assuming no infrastructure improvements.
- Coordinate with the City to validate diversion assumptions.

Deliverable: Two Vistro models representing construction conditions and summary of the results.

2.16.1.D Alternative Development

- Develop up to three concepts to improve traffic flow during construction, including:
 - Signal timing adjustments
 - Minor infrastructure modifications (e.g., median removal, extended turn lanes)
 - Create AM/PM models for each concept (maximum six models).

Deliverable: Up to six Vistro models and concept layouts and the results for each alternative.

2.16.1.E Right In Right Out Access Analysis

RS&H will evaluate the feasibility of constructing two right-in/right-out (RIRO) access points along US 34 to serve the shopping center on the north side of the corridor between 47th Avenue and 35th Avenue. The evaluation will consider both a temporary access point during construction and a permanent access point after construction. Using the provided data, RS&H will redistribute traffic among existing access points to develop turning movement volumes.

A Vistro model will then be created to compare existing conditions with proposed conditions that include the right-in/right-out access. This comparison will assess whether the additional access point provides congestion relief along Centerplace Drive, and the NB left onto Centerplace from 35th Ave.

A model will be created for the PM condition only since the majority of the business in this area are closed during the AM peak period.

Deliverable: A white paper discussing the feasibility of the RIRO access and how it will impact traffic flows.

2.16.1.F. Development of the Preferred Alternative

When the preferred alternative is selected RS&H will create a preliminary layout of the improvement and evaluate the impact on the existing infrastructure including the following:

- Evaluating the need to shift signal heads as needed to align with the new lane configurations.
- Evaluating if medians can be removed
- Identifying any infrastructure that may be in the way (ie, drop inlets, light poles, irrigation ect)
- Laying out new signing and striping for the proposed changes.

This drawing will be presented in a roll plot format with potential impacts identified. This will be reviewed with the City before moving forward with implementation of the proposed changes.

Deliverable: A roll plot with the proposed layout identifying any conflicts or obstacles to implementing the preferred alternative.

Assumptions:

Specific design elements for this project include:

- All traffic data will be provided by the City.
- Existing signal timings will be provided by the City.
- Only minor improvements will be done for this task, no major re-designs will be considered.
- No signal infrastructure improvements are expected.
- Right in Right out will be evaluated, but is at the discretion of CDOT allowing access along US 34.
 - RS&H will not work on access permits with CDOT.
- All modeling will be done in Vistro.

2.16.1.G Exclusions:

The scope of this study specifically excludes:

- Analysis of local streets outside of the intersections directly connecting to the interchanges
- VISSIM simulation or modeling, there is a contingent fee proposed if this modeling effort is needed.

2.16.2 Signing and Striping

The ENGINEER shall design all signing and pavement striping in compliance with City of Greeley standards. This includes evaluating appropriate locations for business wayfinding signage to improve local accessibility and visibility. Additionally, the ENGINEER will coordinate with the local transit authority to review existing and proposed bus stop locations, ensuring compatibility with new transit facilities planned as part of the project.

Signing and striping plans will be prepared for the following corridors

- Centerplace Dr (between 47th and 35th)
- Deliverable: Complete signing and striping plans for the local roads described above.

2.16.3 Traffic Signal Modifications

The ENGINEER will modify existing traffic signals as needed accordance with City of Greeley standards. The following signals will be evaluated for modifications and/or replacement if needed:

- Centerplace Dr Corridor
 - 35th Ave
 - 44th Ave
 - 46th Ave
 - 47th Ave

It is anticipated that most of the signals identified will require only minor modifications to accommodate new lane configurations. However, some signals may require full replacement if additional capacity is necessary or if they do not align with future interchange configurations. For this scope, it is assumed that one full signal replacement will be included out of the 4 signals listed.

All local signals will be designed and constructed in accordance with City of Greeley standards. Each signal installation will include:

- Fiber-optic connectivity
- City-standard signal equipment
- Vehicle detection systems
- Signal cabinets
- Uninterrupted Power Supply (UPS) systems

Upon completion of construction, the City of Greeley will assume responsibility for ongoing signal maintenance.

Additionally, the ENGINEER will:

- Coordinate with Rhythm to develop signal timing plans along 35th Avenue and 47th Avenue to maintain efficient traffic flow throughout the corridor.
- If the proposed adaptive signal system along 35th Avenue is implemented prior to this project, coordinate with the City and the vendor to modify the adaptive system to accommodate the new configuration.
- Deliverable: Signal modifications plans or new signal plans.

2.16.3 Maintenance of Traffic

To minimize disruption during construction, the ENGINEER will collaborate closely with the City of Greeley and the CONTRACTOR to develop a comprehensive Maintenance of Traffic (MOT) plan. The MOT plan will prioritize maintaining roadway capacity during peak travel periods, with allowances for overnight lane reductions or closures. Simultaneous closures of both 35th Avenue and 47th Avenue will not be permitted. Any closures along these corridors will be coordinated with US 34 closures where feasible to maximize work efficiency during restricted periods.

Responsibilities:

- RS&H will prepare overall MOT phasing plans for City approval.
- Individual Method of Handling Traffic (MHT) plans for day-to-day operations will be prepared and approved by the contractor's traffic control firm.
- RS&H will review and coordinate with the contractor to ensure MHT plans align with the approved MOT strategy.

Signal Timing Adjustments:

- At the conclusion of each construction phase, the ENGINEER will work with the City to update signal timing plans for Centerplace Dr.
- Vistro models will be developed for each phase to support signal optimization.
- Ongoing monitoring will be performed to minimize delay and queuing, with post-implementation adjustments as needed to improve traffic operations.
- **Deliverable:** MOT plans for construction/modification along Cenertplace Drive, including the intersections of 35th and 47th Ave.

2.17 LANDSCAPE/URBAN DESIGN (RS&H)

Not included in this task order.

2.18 LOCAL BUS STATION FACILITY

No scope is included for building professionals are included in this task order.

2.19 ITS INFRASTRUCTURE

No Scope included for ITS professionals are included in this scope.

2.20 Contingency Items

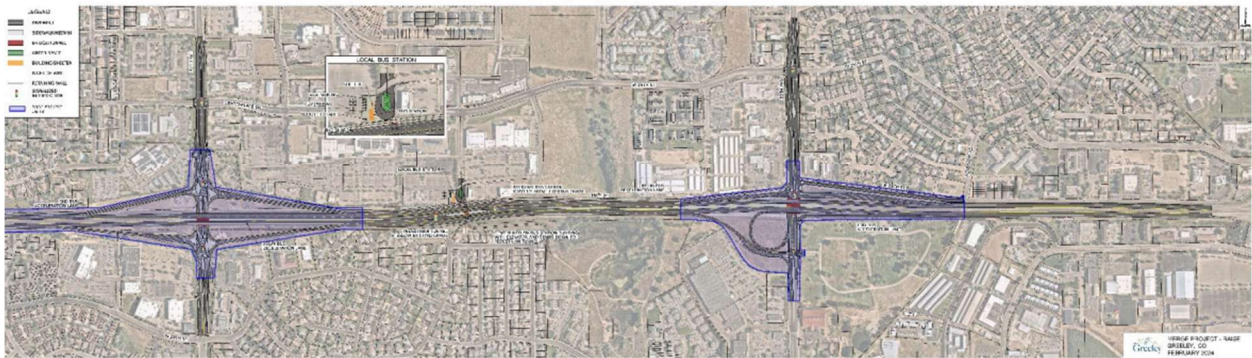
SECTION 3: POST-DESIGN SERVICES (Future Work Authorization)

3.01 Post-Design Services

Post Design Scope will be determined in a future work authorization

Exhibit 1 – Project Exhibit

Figure 1: Concept Map



Source: City of Greeley Website.

Exhibit 4 – Rate Table

**RS&H 2025 Hourly Billing Rates
Greeley - MERGE**

<u>Title/Classification</u>	<u>Rate/Hour</u>
Project Officer	\$355.00
Senior Project Manager	\$355.00
Lead Designer	\$330.00
Area Discipline Lead II	\$320.00
Area Discipline Lead I	\$250.00
Engineer III	\$240.00
Engineer II	\$185.00
Engineer I	\$180.00
Engineer Assoc IV	\$190.00
Engineer Assoc III	\$160.00
Engineer Assoc II	\$145.00
Engineer Assoc I	\$135.00
Senior Traffic Engineer	\$325.00
Traffic Engineer III	\$255.00
Traffic Engineer I	\$160.00
Quality Manager	\$272.00
Landscape Architectural Associate III	\$150.00
Intern	\$83.00
Project Controls & Finance	\$183.00
Project Controller II	\$167.00
Project Controller I	\$108.00
Administrative Assistant II	\$120.00
Administrative Assistant I	\$84.00
Construction Inspector IV	\$195.00
Construction Inspector III	\$145.00
Construction Inspector II	\$110.00
Construction Inspector I	\$100.00
Construction Inspector Trainee Intern	\$65.00
Schedule Review Specialist	\$215.00

Reimbursable Expenses 2025

Expenses are at actual cost without overhead loading. Typical reimbursable expenses include, but are not limited to color printing, blueprints, photocopies, project supplies, equipment rental, deliveries, and document/photo reproductions.

Mileage to be reimbursed at the current Federal rate.

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City of Greeley MERGE - Locally Funded Elements
RS&H, Inc
Wednesday, December 3, 2025

Task	CATEGORY							Subtotal	Expenses	Subs	Total
	Total Hours	DM	Sr. Prof.	Prof.	Jr. Prof.	Tech	Admin				
2.04 Public Engagement											
	0	0	0	0	0	0	0	\$0		\$0	\$0
Preparation of Graphics (Visualizations)	0	0	0	0	0	0	0	\$0		\$0	\$0
Animation	0	0	0	0	0	0	0	\$0		\$0	\$0
Photo Simulations	0	0	0	0	0	0	0	\$0		\$0	\$0
	0	0	0	0	0	0	0	\$0		\$0	\$0
	0							\$0		\$0	\$0
Hours Subtotal:	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0
2.05 Environmental											
	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0
	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0
Hours Subtotal:	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0
2.06 CM/GC Process / Integrated Project Delivery											
	0	0	0	0	0	0	0	\$0		\$0	\$0
2.06.2 Regular Coordination with CM/GC Contractor	0	0	0	0	0	0	0	\$0		\$0	\$0
2.06.3 Quarterly Value Engineering Meeting with CMGC Contractor	0	0	0	0	0	0	0	\$0		\$0	\$0
2.06.4 VE Proposed Changes and analysis	0	0	0	0	0	0	0	\$0		\$0	\$0
2.06.5 ICE Milestons	0	0	0	0	0	0	0	\$0		\$0	\$0
30%	0	0	0	0	0	0	0	\$0		\$0	\$0
60%	0	0	0	0	0	0	0	\$0		\$0	\$0
90% 2 Packages	0	0	0	0	0	0	0	\$0		\$0	\$0
IFC 2 packages	0	0	0	0	0	0	0	\$0		\$0	\$0
	0							\$0			\$0
Hours Subtotal:	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0
2.07 Utilities											
	0	0	0	0	0	0	0			\$0	\$0
SUE Investigation and Utility Coordination for Center Place Drive	0	0	0	0	0	0	0			\$0	\$0
								\$0		\$0	\$0
								\$0		\$0	\$0
Hours Subtotal:	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0
2.08 Right-Of-Way											
	0	0	0	0	0	0	0	\$0		\$0	\$0
Delineate ROW on survey from assessor	0	0	0	0	0	0	0	\$0		\$0	\$0
Hours Subtotal:	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0
2.09 Field Survey/LiDAR											
	0	0	0	0	0	0	0	\$0		\$10,000	\$10,000
Lidar - Centerplace Processing	0	0	0	0	0	0	0	\$0		\$10,000	\$10,000
Off-system Mobility Hub Processing	0	0	0	0	0	0	0	\$0		\$0	\$0
Hours Subtotal:	0	0	0	0	0	0	0	\$0	\$0	\$20,000	\$20,000
2.10 Geotechnical Engineering and Pavement Design											
	0	0	0	0	0	0	0	\$0		\$0	\$0
Geotech	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0
Hours Subtotal:	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0
2.11 Mobility/Transit											
	8	0	8	0	0	0	0	\$2,250		\$0	\$2,250
Task Force Meetings (4 X 2 hrs (Travel/Minutes))	0	0	0	0	0	0	0	\$0		\$0	\$0
Public Meetings (0 meetings) (2 people) (4 hours/person)	0	0	0	0	0	0	0	\$0		\$0	\$0
	0	0	0	0	0	0	0	\$0		\$0	\$0
Off-System Mobility Hub	0	0	0	0	0	0	0	\$0		\$0	\$0
Determine specific elements/amenities to be incorporated	8	0	4	0	4	0	0	\$1,784		\$0	\$1,784
Site Visit: (1 visits) (2 people) (6 hours/person)	12	0	6	6	0	0	0	\$2,830		\$0	\$2,830
Amenities and Layout	40	0	8	16	0	16	0	\$8,430		\$0	\$8,430
Shelter Siting/Concept	9	0	2	4	0	3	0	\$1,951		\$0	\$1,951
Coordination on aesthetics for walls/art - future task order	0	0	0	0	0	0	0	\$0		\$0	\$0
Conceptual mobility hub layout plans	60	0	12	24	0	24	0	\$11,532		\$0	\$11,532
Coordination on Crosswalk design	4	0	2	0	2	0	0	\$892		\$0	\$892
Coordination on Technology design	8	0	4	0	4	0	0	\$1,784		\$0	\$1,784
Coordination on Camera Needs	8	0	4	0	4	0	0	\$1,784		\$0	\$1,784
Coordination on Lighting design	8	0	4	0	4	0	0	\$1,784		\$0	\$1,784
	4	0	2	2	0	0	0	\$943		\$0	\$943
	0	0	0	0	0	0	0	\$0		\$0	\$0
	0	0	0	0	0	0	0	\$0		\$0	\$0
Hours Subtotal:	169	0	56	52	18	43	0	\$35,963	\$0	\$0	\$35,963
2.12 Drainage, Water Quality, Erosion Control											
	8	0	4	0	4	0	0	\$1,648		\$0	\$1,648
Task Force Meetings (4 meetings X 2 hrs (Travel/Minutes))	18	0	9	0	9	0	0	\$3,708		\$0	\$3,708
Task Management (1 hrs/week x 18 week)	12	0	12	0	0	0	0	\$2,966		\$0	\$2,966
Comment Response (6 hour/submittal) (2 submittals)	0	0	0	0	0	0	0	\$0		\$0	\$0
	0	0	0	0	0	0	0	\$0		\$0	\$0
Plans 90% Level - (Final for City of Greeley)	0	0	0	0	0	0	0	\$0		\$0	\$0
Cover Sheet	1	0	1	0	0	1	0	\$198		\$0	\$198
Key Map / Overall Plan Sheet	2	0	1	1	0	1	0	\$368		\$0	\$368
Certification Page	1	0	1	0	0	1	0	\$198		\$0	\$198
General Notes	1	0	1	0	0	1	0	\$198		\$0	\$198
Quantities	6	0	1	3	2	2	0	\$1,071		\$0	\$1,071
Drainage Plan View w/ Drainage Structures Size & Description with Removals; Drainage Profiles (with HGLs)	72	0	7	18	18	29	0	\$12,458		\$0	\$12,458
Ditch Table	8	0	1	2	2	3	0	\$1,406		\$0	\$1,406
Water Quality Plan Sheet w/ Sections, WQ Details & Grading Sheets	32	0	3	8	8	13	0	\$5,526		\$0	\$5,526
Water Quality Drainage Structures	60	0	27	0	0	33	0	\$13,133		\$0	\$13,133
Standard Project Details	8	0	1	2	2	3	0	\$1,406		\$0	\$1,406

City of Greeley MERGE - Locally Funded Elements
RS&H, Inc
Wednesday, December 3, 2025

Task	CATEGORY							Subtotal	Expenses	Subs	Total
	Total Hours	DM	Sr. Prof.	Prof	Jr. Prof	Tech	Admin				
Stormwater Management Narrative Text	16	0	2	4	4	7	0	\$2,763		\$0	\$2,763
Stormwater Management Sheets (Initial, Interim, Final)	25	0	3	6	5	11	0	\$4,352		\$0	\$4,352
Drainage Report 90% Level - (Final for City of Greeley)	0	0	0	0	0	0	0	\$0		\$0	\$0
Cover Sheet	1	0	0	1	0	0	0	\$191		\$0	\$191
Certification Page	1	0	0	1	0	0	0	\$191		\$0	\$191
Table of Contents	1	0	0	1	0	0	0	\$191		\$0	\$191
Text	16	0	3	13	0	0	0	\$3,219		\$0	\$3,219
Existing Hydrology Basin & Maps	16	0	2	3	6	6	0	\$2,670		\$0	\$2,670
Proposed Hydrology Basin & Maps	36	0	4	7	13	13	0	\$6,126		\$0	\$6,126
Water Quality Sizing Design (1 facility)	16	0	2	10	5	0	0	\$3,005		\$0	\$3,005
Drainage Pipe Sizing Calculations & HGLs	12	0	1	7	4	0	0	\$2,158		\$0	\$2,158
Ditch Design Calculations	6	0	1	4	2	0	0	\$1,120		\$0	\$1,120
Digital Copies of Modeling Files	1	0	0	1	1	0	0	\$178		\$0	\$178
O&M Plan & Agreement 90% (1 facilities)	40	0	4	24	12	0	0	\$7,540		\$0	\$7,540
90% Specifications	8	0	8	0	0	0	0	\$1,978		\$0	\$1,978
Plans IFC	0	0	0	0	0	0	0	\$0		\$0	\$0
Cover Sheet	0	0	0	0	0	0	0	\$0		\$0	\$0
Key Map / Overall Plan Sheet	2	0	1	1	0	1	0	\$294		\$0	\$294
Certification Page	1	0	1	0	0	1	0	\$198		\$0	\$198
General Notes	1	0	1	0	0	1	0	\$198		\$0	\$198
Quantities	8	0	1	3	2	2	0	\$1,447		\$0	\$1,447
Drainage Plan View w/ Drainage Size & Description with Removals; Drainage Profiles (with HGLs)	24	0	3	6	6	10	0	\$4,169		\$0	\$4,169
Ditch Table	4	0	1	1	1	2	0	\$703		\$0	\$703
Water Quality Plan Sheet w/ Sections, WQ Details & Grading Sheets	16	0	2	4	4	7	0	\$2,763		\$0	\$2,763
Water Quality Drainage Structures	12	0	6	0	0	7	0	\$2,632		\$0	\$2,632
Standard Project Details	4	0	1	1	1	2	0	\$703		\$0	\$703
Stormwater Management Narrative Text	8	0	1	2	2	3	0	\$1,406		\$0	\$1,406
Stormwater Management Sheets (Initial, Interim, Final)	13	0	2	3	3	6	0	\$2,299		\$0	\$2,299
Drainage Report IFC	0	0	0	0	0	0	0	\$0		\$0	\$0
Cover Sheet	0	0	0	0	0	0	0	\$0		\$0	\$0
Certification Page	1	0	0	1	0	0	0	\$95		\$0	\$95
Table of Contents	1	0	0	1	0	0	0	\$191		\$0	\$191
Text	8	0	2	7	0	0	0	\$1,609		\$0	\$1,609
Existing Hydrology Basin & Maps	2	0	1	1	1	1	0	\$376		\$0	\$376
Proposed Hydrology Basin & Maps	5	0	1	1	2	1	0	\$793		\$0	\$793
Water Quality Design (1 facilities)	8	0	1	2	5	0	0	\$1,452		\$0	\$1,452
Drainage Pipe Sizing Calculations & HGLs	5	0	1	2	3	0	0	\$917		\$0	\$917
Ditch Design Calculations	5	0	1	2	3	0	0	\$917		\$0	\$917
Digital Copies of Modeling Files	1	0	0	1	1	0	0	\$178		\$0	\$178
O&M Plan & Agreement IFC	8	0	2	7	0	0	0	\$1,609		\$0	\$1,609
IFC Specifications	4	0	4	0	0	0	0	\$989		\$0	\$989
	0	0	0	0	0	0	0	\$0		\$0	\$0
Drainage Subtotal:	562	0	120	157	126	160	0	\$105,902.03	\$0.00	\$0.00	\$105,902.03
2.13 Roadway/Civil											
	0	0	0	0	0	0	0	\$0		\$0	\$0
	0	0	0	0	0	0	0	\$0		\$0	\$0
Bus Station Site	0	0	0	0	0	0	0	\$0		\$0	\$0
Preliminary Roadway Design	0	0	0	0	0	0	0	\$0		\$0	\$0
Input and check survey data	0	0	0	0	0	0	0	\$0		\$0	\$0
Verify project specific coordinate system used to identify the horizontal locations of key points.	0	0	0	0	0	0	0	\$0		\$0	\$0
Create Design Criteria for bus station	20	0	5	6	6	3	0	\$4,125		\$0	\$4,125
Pavement Design Coordination	0	0	0	0	0	0	0	\$0		\$0	\$0
Create Layout concepts	36	0	9	11	11	5	0	\$7,418		\$0	\$7,418
develop preferred layout	16	0	4	5	5	2	0	\$3,293		\$0	\$3,293
Create preliminary 3D model to follow alignments, toes of slope and pertinent design features	40	0	10	12	12	6	0	\$8,250		\$0	\$8,250
Develop FOR (90%) plans	0	0	0	0	0	0	0	\$0		\$0	\$0
Title Sheet for full local package (1 Sheet)	3	0	0	1	1	1	0	\$551		\$0	\$551
Standard Plans List for full local package (1 Sheet)	2	0	0	0	1	1	0	\$361		\$0	\$361
Typical Roadway Sections for full local package (4 Sheets)	48	0	5	10	14	19	0	\$9,337		\$0	\$9,337
General Notes for full local package (3 Sheets)	20	0	2	4	6	8	0	\$3,879		\$0	\$3,879
Tabulations Sheets for full local package (6 Sheets)	48	0	5	10	14	19	0	\$9,337		\$0	\$9,337
SAQ for full local package (6 Sheets)	30	0	3	6	9	12	0	\$5,818		\$0	\$5,818
Geometric Control Sheets for full local package (2 Sheets) (500 Scale)	13	0	1	3	4	5	0	\$2,491		\$0	\$2,491
Details curbs, ramps (3 Sheets)	30	0	3	6	9	12	0	\$5,818		\$0	\$5,818
Removal and Reset Plans (6 Sheets) (100 Scale)	16	0	2	3	5	6	0	\$3,132		\$0	\$3,132
Site Layout Plan	48	0	5	10	14	19	0	\$9,337		\$0	\$9,337
Grading Plan	64	0	6	13	19	26	0	\$12,384		\$0	\$12,384
Finish plans	40	0	4	8	12	16	0	\$7,758		\$0	\$7,758
Create 90% Opinion of Probable Construction Cost	24	0	6	7	7	4	0	\$4,957		\$0	\$4,957
Perform internal QA/QC prior to submittal to City of Greeley and CDOT.	31	0	8	9	9	5	0	\$6,426		\$0	\$6,426
Compile 90% plan package	16	0	4	5	5	2	0	\$3,293		\$0	\$3,293
Compile 90% Specifications package	20	0	4	8	8	0	0	\$3,968		\$0	\$3,968
Attend FOR Review meeting with the City of Greeley and CDOT	8	0	2	3	3	0	0	\$1,628		\$0	\$1,628
Address 90% comments from City of Greeley and CDOT	20	0	5	6	6	3	0	\$4,125		\$0	\$4,125
Create 90% Comment Response Form and Design Decision Documentation	8	0	2	3	3	0	0	\$1,628		\$0	\$1,628
Perform internal QA/QC prior to final IFC submittal to City of Greeley and CDOT.	20	0	5	6	6	3	0	\$4,125		\$0	\$4,125
Compile Sealed Issue-For-Construction plan, specification & OPCC package	16	0	4	5	5	2	0	\$3,293		\$0	\$3,293
	0	0	0	0	0	0	0	\$0		\$0	\$0
Right-in/Right-outs (2 locations)	0	0	0	0	0	0	0	\$0		\$0	\$0
Right-in/Right-outs Conceptual layout	60	0	6	30	0	24	0	\$12,100		\$0	\$12,100
Right-in/Right-outs 90%	60	0	6	30	0	24	0	\$12,100		\$0	\$12,100
Right-in/Right-outs IFC	60	0	6	30	0	24	0	\$12,100		\$0	\$12,100
	0	0	0	0	0	0	0	\$0		\$0	\$0
Centerplace Modifications	0	0	0	0	0	0	0	\$0		\$0	\$0

City of Greeley MERGE - Locally Funded Elements
RS&H, Inc
Wednesday, December 3, 2025

Task	CATEGORY							Subtotal	Expenses	Subs	Total
	Total Hours	DM	Sr. Prof.	Prof	Jr. Prof	Tech	Admin				
Preliminary Roadway Design	0	0	0	0	0	0	0	\$0		\$0	\$0
Input and check survey data	7	0	2	2	2	1	0	\$1,469		\$0	\$1,469
Verify project specific coordinate system used to identify the horizontal locations of key points.	7	0	2	2	2	1	0	\$1,469		\$0	\$1,469
Create and check horizontal and vertical alignments for preferred alternative against design criteria.	0	0	0	0	0	0	0	\$0		\$0	\$0
Create preliminary design layout for preferred alternative of all roadway and roadside elements	60	0	15	18	18	9	0	\$12,375		\$0	\$12,375
Create preliminary 3D model to follow alignments, toes of slope and pertinent design features	60	0	15	18	18	9	0	\$12,375		\$0	\$12,375
Develop FOR (90%) plans	0	0	0	0	0	0	0	\$0		\$0	\$0
Title Sheet for full local package (1 Sheet)	3	0	1	1	1	0	0	\$637		\$0	\$637
Standard Plans List for full local package (1 Sheet)	3	0	1	1	1	0	0	\$637		\$0	\$637
Typical Roadway Sections for full local package (4 Sheets)	33	0	8	10	10	5	0	\$6,782		\$0	\$6,782
General Notes for full local package (3 Sheets)	20	0	5	6	6	3	0	\$4,125		\$0	\$4,125
Tabulations Sheets for full local package (3 Sheets)	14	0	4	4	4	2	0	\$2,938		\$0	\$2,938
SAQ for full local package (3 Sheets)	20	0	5	6	6	3	0	\$4,125		\$0	\$4,125
Geometric Control Sheets for full local package (2 Sheets) (500 Scale)	13	0	1	3	4	5	0	\$2,491		\$0	\$2,491
Typical Roadway Details (3 Sheets)	24	0	2	5	7	10	0	\$4,626		\$0	\$4,626
Removal and Reset Plans (6 Sheets) (100 Scale)	48	0	5	10	14	19	0	\$9,337		\$0	\$9,337
Roadway Plan - 100 scale - Including Paving Shapes (6 Sheets) (100 Scale)	48	0	5	10	14	19	0	\$9,337		\$0	\$9,337
Roadway Profiles (2 Sheets) (100 Scale)	13	0	1	3	4	5	0	\$2,491		\$0	\$2,491
Intersection Plans / Area Details (6 Sheets) (40 Scale)	81	0	8	16	24	33	0	\$15,712		\$0	\$15,712
Cross Sections (10 Sheets)	6	0	1	1	2	2	0	\$1,193		\$0	\$1,193
Create 90% Opinion of Probable Construction Cost	24	0	2	5	7	10	0	\$4,626		\$0	\$4,626
Perform internal QA/QC prior to submittal to City of Greeley and CDOT.	32	0	3	6	10	13	0	\$6,179		\$0	\$6,179
Compile 90% plan package	16	0	2	3	5	6	0	\$3,132		\$0	\$3,132
Create 90% roadway specifications	24	0	2	5	7	10	0	\$4,626		\$0	\$4,626
Compile 90% Specifications package	8	0	1	2	2	3	0	\$1,579		\$0	\$1,579
Attend FOR Review meeting with the City of Greeley and CDOT	8	0	1	2	2	3	0	\$1,579		\$0	\$1,579
Address 90% comments from City of Greeley and CDOT	30	0	3	6	9	12	0	\$5,818		\$0	\$5,818
Create 90% Comment Response Form and Design Decision Documentation	16	0	2	3	5	6	0	\$3,132		\$0	\$3,132
Perform internal QA/QC prior to final IFC submittal to City of Greeley and CDOT.	24	0	2	5	7	10	0	\$4,626		\$0	\$4,626
Compile Sealed Issue-For-Construction plan, specification & OPCC package	20	0	2	4	6	8	0	\$3,879		\$0	\$3,879
	0	0	0	0	0	0	0	\$0		\$0	\$0
Task Management, Regular Meetings & Coordination	0	0	0	0	0	0	0	\$0		\$0	\$0
Task Force Meetings (18 Weeks X 50% Frequency X 1 hrs additional	10	0	5	5	0	0	0	\$2,359		\$0	\$2,359
Task Management (1 hrs/week additional x 18 week)	18	0	9	9	0	0	0	\$4,246		\$0	\$4,246
Roadway Subtotal:	1507	0	237	421	391	458	0	\$300,931	\$0	\$0	\$300,931
2.14 Electrical and Lighting	0	0	0	0	0	0	0	\$0		\$0	\$0
Electrical.	0	0	0	0	0	0	0	\$0		\$0	\$0
Hours Subtotal:	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0
2.15 Structures (Not Included in this Scope of Work)	0	0	0	0	0	0	0	\$0		\$0	\$0
	0	0	0	0	0	0	0	\$0		\$0	\$0
Hours Subtotal:	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0
2.16 Traffic, Signing, Pavement Marking, Maintenance to Traffic, and Signals	0	0	0	0	0	0	0	\$0		\$0	\$0
2.16.1 Traffic Study	0	0	0	0	0	0	0	\$0		\$0	\$0
Existing Conditions	0	0	0	0	0	0	0	\$0		\$0	\$0
Create Vistro Model for AM/PM existing conditions (4 signals)	8	0	2	3	2	0	0	\$1,978		\$0	\$1,978
Coordinate with City on signal timing and any missing data	4	0	1	2	1	0	0	\$989		\$0	\$989
Summarize results and share with City	10	0	3	4	3	0	0	\$2,472		\$0	\$2,472
Construction Conditions	0	0	0	0	0	0	0	\$0		\$0	\$0
redistribute traffic for cut through traffic AM/PM	10	0	3	4	3	0	0	\$2,472		\$0	\$2,472
Create Vistro Model for AM/PM existing Construction conditions (4 signals)	8	0	2	3	2	0	0	\$1,978		\$0	\$1,978
Summarize results and share with City	10	0	3	4	3	0	0	\$2,472		\$0	\$2,472
Alternative Development	0	0	0	0	0	0	0	\$0		\$0	\$0
Create up to three alternatives for development before main project to improve traffic flows	24	0	7	10	7	0	0	\$5,933		\$0	\$5,933
Create Vistro Model for AM/PM existing conditions for alternatives (4 signals)	18	0	5	7	5	0	0	\$4,450		\$0	\$4,450
Summarize alternatives and present to city	12	0	4	5	4	0	0	\$2,966		\$0	\$2,966
Right in Right out Analysis	0	0	0	0	0	0	0	\$0		\$0	\$0
redistribute traffic for new access point PM only (construction year and horizon year)	20	0	6	8	6	0	0	\$4,944		\$0	\$4,944
Modify Vistro Model for construction, horizon year	30	0	9	12	9	0	0	\$7,416		\$0	\$7,416
Report summarizing the results	30	0	9	12	9	0	0	\$7,416		\$0	\$7,416
Review meeting with Greeley	4	0	1	2	1	0	0	\$989		\$0	\$989
Meeting to discuss the alternative	4	0	1	2	1	0	0	\$989		\$0	\$989
Preferred Alternative Development	0	0	0	0	0	0	0	\$0		\$0	\$0
Create layouts for alternatives identify conflicts (up to three alternatives)	60	0	18	24	18	0	0	\$14,832		\$0	\$14,832
Create roll plots to review and comment, revise base on comments	15	0	5	6	5	0	0	\$3,708		\$0	\$3,708
Finalize the preferred plan	15	0	5	6	5	0	0	\$3,708		\$0	\$3,708
	0	0	0	0	0	0	0	\$0		\$0	\$0
2.16.2 Signing and Striping	0	0	0	0	0	0	0	\$0		\$0	\$0
Signing and Striping Centerplace	15	0	5	6	5	0	0	\$3,708		\$0	\$3,708
Signing and Striping Centerplace, with sign details sheets	35	0	11	14	11	0	0	\$8,652		\$0	\$8,652
Signing and Striping 35th, with sign details sheets, Transit Coordination	20	0	6	8	6	0	0	\$4,944		\$0	\$4,944
Signing and Striping 35th, Final plans	10	0	3	4	3	0	0	\$2,472		\$0	\$2,472
	0	0	0	0	0	0	0	\$0		\$0	\$0
2.16.3 Signal Modifications	0	0	0	0	0	0	0	\$0		\$0	\$0
	0	0	0	0	0	0	0	\$0		\$0	\$0
30% Signal Modifications along Centerpoint - 3 modified signals, 1 full replacement	24	0	7	10	7	0	0	\$5,933		\$0	\$5,933
90% Signal Modifications along Centerpoint - 3 modified signals, 1 full replacement	32	0	10	13	10	0	0	\$7,910		\$0	\$7,910
Final Signal Modifications along Centerpoint - 3 modified signals, 1 full replacement	16	0	5	6	5	0	0	\$3,955		\$0	\$3,955
	0	0	0	0	0	0	0	\$0		\$0	\$0
2.16.4 Maintenance of Traffic	0	0	0	0	0	0	0	\$0		\$0	\$0
MOT along Centerplace 10 sheets - 3 phases	10	0	3	4	3	0	0	\$2,472		\$0	\$2,472

City of Greeley MERGE - Locally Funded Elements
RS&H, Inc
Wednesday, December 3, 2025

Task		CATEGORY										
		Total Hours	DM	Sr. Prof.	Prof	Jr. Prof	Tech	Admin	Subtotal \$	Expenses	Subs	Total
	MOT along Centerplace 10 sheets - 3 phases	30	0	9	12	9	0	0	\$7,416		\$0	\$7,416
	MOT along Centerplace 10 sheets - 3 phases	20	0	6	8	6	0	0	\$4,944		\$0	\$4,944
	MOT along Centerplace 10 sheets - 3 phases	10	0	3	4	3	0	0	\$2,472		\$0	\$2,472
Hours Subtotal:		504	0	151	202	151	0	0	\$124,589	\$0	\$0	\$124,589
2.17 Landscaping/ Urban Design												
	Not included in this scope	0	0	0	0	0	0	0	\$0		\$0	\$0
		0	0	0	0	0	0	0	\$0		\$0	\$0
Hours Subtotal:		0	0	0	0	0	0	0	\$0	\$0	\$0	\$0
2.18 Buildings/Architecture												
	Bus Station Building Siting and Plan View Layout	0	0	0	0	0	0	0	\$0		\$0	\$0
		0	0	0	0	0	0	0	\$0		\$0	\$0
Hours Subtotal:		0	0	0	0	0	0	0	\$0	\$0	\$0	\$0
2.19 ITS Infrastructure												
	ITS SCOPE	0	0	0	0	0	0	0	\$0		\$0	\$0
		0	0	0	0	0	0	0	\$0		\$0	\$0
Hours Subtotal:		0	0	0	0	0	0	0	\$0	\$0	\$0	\$0
2.20 Optional Project Design and Cost												
Hours Subtotal:		0	0	0	0	0	0	0	\$0	\$0	\$0	\$0
Total Hours/\$\$:		2940	111	600	831	686	661	51	\$622,968	\$2,050	\$20,000	\$645,018



Task Order 1 - Amendment 1 Early NEPA and Alts

03 EARLY NEPA AND ALTS

3 Month Task Order for Early NEPA and Alt
Development, Traffic Study associated
Project Management

Owner:
City of Greeley
November 24, 2025

SCOPE OF WORK

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SECTION 1: PROJECT INFORMATION

1.01 Definitions

PROJECT: Refers to the Greeley MERGE Project

COG: Refers to the City of Greeley

CDOT: Refers to the Colorado Department of Transportation

CM/GC: GENERAL MANAGER/GENERAL CONTRACTOR: Refers to the General Contractor Team

Integrated Project Delivery Refers to alternative delivery method that could be included with the CM/GC contract.

ENGINEER: The RS&H Consulting Team

FHWA: Refers to the Federal Highway Administration

1.02 ENGINEER Team

The ENGINEER team is composed of the following team Members:

- RS&H, Inc.
 - Program Management
 - Project Management
 - Road/Highway
 - Bridge Structures
 - Drainage/Water Quality
 - Traffic/Maintenance of Traffic
 - Mobility
 - Value Engineering
 - Landscaping
- HDR, Inc.
 - Communications, Public Engagement
 - Environmental Resources
 - Subsurface Utilities
 - Utility Design
 - Right-of-Way
 - Grant Funding/Compliance
- IronStride Solutions
 - Intelligent Transportation Systems (ITS)
 - Traffic/Signal Design
- Peak Consulting Group (DBE)
 - Environmental Clearances/NEPA
- Pinyon Environmental
 - Environmental Resources
 - Air Quality
- Bohannon Huston, Inc.

- Survey, Mapping, LiDAR
- PK Electrical (DBE)
 - Electrical/Lighting
- WSP USA, Inc.
 - Grant Writing
 - Traffic Calming
 - Value Engineering
- Yeh and Associates, Inc. (DBE)
 - Geotechnical Services
 - Pavement Design
 - Site investigation

1.03 Design Information

The proposed Mobility Enhancements for Regional Growth and Equity (MERGE) project is a public transit-oriented project that includes construction of a regional new mobility hub between two grade-separated interchanges at 35th Avenue and 47th Avenue. The mobility hub allows for critical regional/local connectivity as well as safe pedestrian and micro-mobility friendly connection between the north and south sides of the City of Greeley. The MERGE project thus incorporates multiple transportation components to meet the needs of a fast-growing, diverse, and young community. The project removes the separation US Highway 34 creates between the north and south portions of the City of Greeley. Recent growth in surrounding communities, including the City of Greeley, has caused an increase in traffic. The City of Greeley is dedicated to removing mobility barriers, ensuring equity and accessibility for all, reducing greenhouse gas emissions, and looking to the future needs of the community and the North Front Range Metropolitan Planning Organization (NFRMPO).

1.04 General Construction Packages

The Construction Packages will be developed in a future task order.

1.05 Work Authorization Goal

The goal of this Task Order is to complete scoping and initiate time critical scope elements.

1.06 Schedule/Work Duration

The duration of this initial task order is anticipated to be three months for the scoping process.

SECTION 2: GENERAL REQUIREMENTS

2.01 GENERAL INFORMATION (RS&H)

2.01.1 – General Information

The ENGINEER shall provide project work elements for the initial task order in accordance with the attached scope. Billings will be at the categorical rates included at the end of the scope document. Rates will be escalated annually in accordance with Federal Acquisition Regulations.

The project plans shall be produced using AutoCAD 2022 with a similar look and feel of CDOT plans. CDOT CAD and plan standards shall be used as a basis unless specifically addressed in City of Greeley documents. CDOT 2025 Construction Specifications shall be used as a basis of specifications for the MERGE project.

The project anticipates a CM/GC or Integrated Delivery Project delivery method. This scope ends at the conclusion of the CAP negotiations. The scope does not cover additional; effort if the City of Greeley is unable to come to terms with the General Contractor. Any repackaging or additional bidding process to advertise the project for traditional design-bid-build delivery will require a supplemental agreement to cover the additional effort.

2.01.2 – Expenses (RS&H)

Reimbursable expenses will include costs associated with project related work at actual reasonable cost. This effort could include meeting presentation materials, travel to/from meetings and site, reproduction,

2.01.3 –Project Office (RS&H)

Not included in this task order.

2.01.4 –Project Cost distribution between the different grants and project elements

This scope will establish the costs attributable to each project funding element. Project budgets will be established based on the included scope and fee. On a monthly basis each invoice will provide a total invoice amount. A table will be provided with a single line summary for each of the separate projects with a percent complete for each project, assigning the amounts from the current invoice for the month to the respective projects. Any work prior to grant awards will be specifically disclosed as “Pre-Grant Effort”

2.02 PROJECT MANAGEMENT (RS&H)

2.02.2 – PROJECT MANAGEMENT SCOPE

The ENGINEER shall provide project management during this phase including facilitating the scope of work and organizing the effort and providing vision for the future delivery of the project.

Project Management and Coordination

- General Project Management of staff resources, scope, budget and risk. Expectations, Project Goals, Communication Protocol, Expectations, & Project Goals for 3 months.
- Monthly project management and project status reports with invoicing and quarterly internal project reviews.

RS&H will provide the following on a routine basis:

- Coordination: Coordination of contract activities by the Consulting Team

- Monthly Reports and Billings: The Periods Reports and billings will include progress reports and monthly invoicing from any subconsultants team members. Reporting will indicate the percent complete as compared to % time and budget available. Reporting will indicate Expiration date, Contract schedule (work completed/ work remaining), Work completed to date/ work remaining (descriptive summary), Task Order balance relative to expenditures and an Assessment of task order status/ condition. The Monthly Reports and Billings may be submitted separately for each project segment as required.

2.03 QUALITY MANAGEMENT (RS&H)

Not included in this task order.

2.04 PUBLIC ENGAGEMENT (HDR/RS&H)

ENGINEER will provide initial 5% Public Engagement Effort. Possible effort includes and will be scaled according to the initial budgeting:

- Stakeholder Interviews:
- Stakeholder Ambassador Toolkits:
- Translation, Interpretation, and 508 Compliance: Identified public-facing documents will be translated into Spanish following an 8th grade reading standard and a Spanish interpreter will be included at in-person public meetings. Online documents will be made 508 compliant per Colorado House Bill 21-1110. Communication materials will also follow an 8th grade reading standard for accessibility
- Communications Materials: ENGINEER will create communications materials for COG to distribute. Materials to include:
 - Monthly project newsletter content
 - Fact/FAQ sheets
 - Project office signage
 - Postcards
 - Yard signs
 - Street Banners
 - Door hangers Template
 - FAQ document
 - Press release content
 - Event materials:
 - Display boards
 - Sign-in sheets
 - Comment forms
 - Surveys
 - Educational videos (Optional Services)
 - Infographics and maps in support of public engagement
 - Other graphics, including infographics and maps
 - Public Events: ENGINEER to manage logistics, create materials, develop event summaries, and attend the following public event types.
 - existing event participation in the form of a table/booth.
- Project Email and Hotline: COG will develop a project email and hotline, providing access to the ENGINEER to help monitor weekly and draft responses for COG to distribute.
- Engagement Coordination: ENGINEER to organize and facilitate monthly public engagement meetings with C&E and project team. ENGINEER public engagement staff will attend weekly design-phase project team meetings per section 2.02.01 in this scope of work.
- Track and respond to public and agency comments.

2.05 ENVIRONMENTAL REQUIREMENTS (Peak/HDR/Pinyon)

This scope of work covers initial Purpose and Need and Alternatives work.

➤ 2.05.2.2 - Purpose & Need Development (Peak)

Develop the purpose and need (P&N) and support information for the MERGE project in coordination with Greeley and FHWA. The MERGE project consists of three major elements, each with independent utility. The P&N may vary by element and will be based on:

- The P&N developed for the US 34 Planning and Environmental Linkages (PEL) Study
- Information compiled for the US34 – 35th and 47th Avenues Interchange Selection Report and Federal grant applications
- Input received during the scoping meeting

The Purpose and Need Chapter of the EA will provide a brief, but important overview of the information considered in defining a P&N statement for the project. The P&N statement reflects the criteria under which project alternatives were evaluated. The Consultant shall include the following, subject to the review and approval of Greeley and FHWA:

- Description of project location, length, termini, and a definition of the project study area
- Description of the project context, including actions taken to date, other agencies involved, actions pending, schedules, etc.
- A summary of previous and current transportation studies community plans, and planning efforts relevant to the project
- A Statement of Purpose
- Definition of the Needs (description of transportation problems and summary of the data and analysis that supports the conclusion that there is a problem requiring action)

Assumptions:

- Data and analysis supporting the need statement will be provided to Peak
- Up to 1 round of review from Greeley, FHWA, and CDOT on purpose and need statement
- Up to 1 round of review from Greeley, FHWA, and CDOT on Purpose and Need memo

Deliverables:

- Logical termini memo
- Draft Purpose and Need (P&N) Statement
- Draft P&N Memo

➤ **2.05.2.3 - Alternative Analysis (Peak, HDR, and RS&H)**

Peak will facilitate the alternatives development process, culminating in the selection of the Preferred Alternative. The MERGE project consists of three major elements, each with independent utility. Therefore, the recommended approach for the alternatives development process is to evaluate each element independently. Alternatives analysis for each element will include:

- Development and description of range of reasonable alternatives for the proposed action.
- Level 1 screening analysis focused on whether an alternative is responsive to the purpose and need, that the alternative is unlikely to have significant environmental impacts, and that the alternative is practicable (technically and financially). Criteria are generally qualitative but certain criteria may incorporate high level, existing quantitative data.
- Level 2 screening analysis compares remaining alternatives through more quantitative criteria related to the purpose and need and potential impacts.
- Identification of the Preferred Alternative.
- Issuance of a decision selecting the Preferred Alternative.

The No Action Alternative shall also be defined.

For 35th Ave Interchange and 47th Ave Interchange project elements, the alternative analysis will leverage the 2021 US34 – 35th and 47th Avenues Interchange Selection Report. The consultant team will review the alternatives developed for each interchange and the criteria used for Level 1 and Level 2 alternative screening. This review, coordinated with the City of Greeley, CDOT, FHWA, and potentially other key stakeholders, will confirm the alternatives considered for Level 1 screening include a reasonable range of potential transportation improvements.

The consultant team shall develop, implement, and document a screening process with appropriate evaluation criteria to compare alternatives, which will analyze, expand, and modify criteria from the 2021 ISR as deemed necessary by the project stakeholders, taking into consideration the contextual changes that have occurred and leveraging new data sources previously unavailable.

For the US 34 Mobility Hub, the consultant team shall develop, implement, and document a screening process with appropriate evaluation criteria to compare alternatives in close coordination with project stakeholders.

The alternatives evaluation will be documented in matrices that compare the alternatives against the agreed-upon evaluation criteria and explain why alternatives are recommended or not for advancement.

Deliverables:

- Narrative and supporting graphics (RS&H and Peak)

- Roll plots of the initial alternatives (RS&H and HDR)
- Conceptual costs (RS&H)
- Draft Alternatives Development and Screening Memorandum (Peak)

Assumptions:

- Up to 8 initial alternatives for each element
- Up to 3 alternatives for Level 2 screening for each element
- Initial range of alternatives (level 1) will be limited to roll plots.
- Data needs (e.g., crash data) from City of Greeley and/or CDOT

2.06 CM/GC PROCESS (RS&H)

Not included in this task order.

2.07 UTILITY (HDR/RS&H)

Not included in this task order.

2.08 RIGHT-OF-WAY (HDR)

Not included in this task order.

2.09 FIELD SURVEY/LiDAR (BHI)

Not included in this task order.

2.10 GEOTECHNICAL ENGINEERING AND PAVEMENT DESIGN (Yeh)

Not included in this task order.

2.11 MOBILITY/TRANSIT (HDR/RS&H)

Not included in this task order.

2.13 ROADWAY/CIVIL (RS&H)

RS&H will provide roadway and interchange concept design services to advance mobility improvements along US 34. As part of this scope, RS&H will evaluate alternatives and develop concepts for both interchanges: one at US 34 & 35th Avenue and one at US 34 & 47th Avenue. The scope also includes concepts for a center-loading mobility hub within the US 34 median between the two interchanges, as well as corridor improvements along US 34 from approximately MP 108.6 to 23rd Avenue and along W 28th Street from 35th Avenue to Reservoir Road..

RS&H will provide technical support for the NEPA clearance process and public involvement activities.

2.14 ELECTRICAL AND LIGHTING (PK Electric/IronStride)

Not included in this task order.

2.15 STRUCTURES (RS&H)

Not included in this task order.

2.16 TRAFFIC, SIGNING, PAVEMENT MARKINGS, MAINTENANCE OF TRAFFIC, AND SIGNALS (RS&H)

The section below is the general approach for the traffic study, signing, pavement markings, maintenance of traffic and signals. The individual segments are described in further detail in subsequent sub sections.

2.16.5 – Project 1: 47th Ave Interchange

➤ **2.16.5.1 Traffic Study**

As part of the ISR process, the ENGINEER will re-evaluate the selected DDI to determine whether it is the most operationally efficient solution or if an alternative configuration should be considered. The evaluation will be conducted in accordance with the parameters outlined in Section 2.16

2.16.6 – Project 2: 35th Ave Interchange

➤ **2.16.6.1 Traffic Study**

This alternative will additionally evaluate the use of roundabouts at both ramp terminals. The north ramp terminal additional alternatives created to try and better accommodate 28th Ave. The evaluation will be conducted in accordance with the parameters outlined in Section 2.16.

2.17 LANDSCAPE/URBAN DESIGN (RS&H)

Not included in this task order.

2.18 GRANT PURSUIT STRATEGY

Not included in this task order.

2.19 ITS INFRASTRUCTURE (IronStride)

Not included in this task order.

2.20 Contingency Items

Not included in this task order.

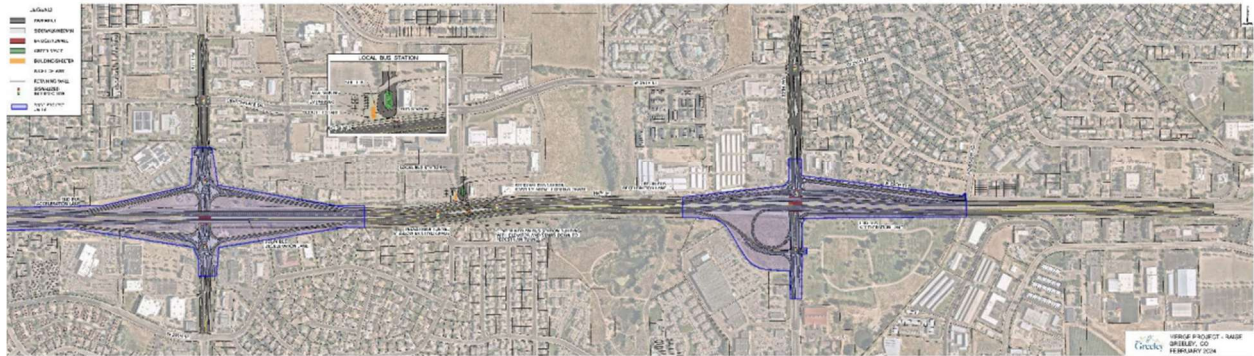
SECTION 3: POST-DESIGN SERVICES (Future Work Authorization)

3.01 Post-Design Services

Not included in this task order.

Exhibit 1 – Project Exhibit

Figure 1: Concept Map



Source: City of Greeley Website.

Exhibit 4 – Rate Table

RS&H, Inc.

**RS&H 2025 Hourly Billing Rates
Greeley - MERGE**

<u>Title/Classification</u>	<u>Rate/Hour</u>
Project Officer	\$355.00
Senior Project Manager	\$355.00
Lead Designer	\$330.00
Area Discipline Lead II	\$320.00
Area Discipline Lead I	\$250.00
Engineer III	\$240.00
Engineer II	\$185.00
Engineer I	\$180.00
Engineer Assoc IV	\$190.00
Engineer Assoc III	\$160.00
Engineer Assoc II	\$145.00
Engineer Assoc I	\$135.00
Senior Traffic Engineer	\$325.00
Traffic Engineer III	\$255.00
Traffic Engineer I	\$160.00
Quality Manager	\$272.00
Landscape Architectural Associate III	\$150.00
Intern	\$83.00
Project Controls & Finance	\$183.00
Project Controller II	\$167.00
Project Controller I	\$108.00
Administrative Assistant II	\$120.00
Administrative Assistant I	\$84.00
Construction Inspector IV	\$195.00
Construction Inspector III	\$145.00
Construction Inspector II	\$110.00
Construction Inspector I	\$100.00
Construction Inspector Trainee Intern	\$65.00
Schedule Review Specialist	\$215.00

Reimbursable Expenses 2025

Expenses are at actual cost without overhead loading. Typical reimbursable expenses include, but are not limited to color printing, blueprints, photocopies, project supplies, equipment rental, deliveries, and document/photo reproductions.

Mileage to be reimbursed at the current Federal rate.

2025 HDR Engineering Rates

Category	2025 Rates
Administrative I	\$ 84.00
Administrative II	\$ 102.00
Appraiser I	\$ 127.00
Appraiser II	\$ 162.00
CAD/GIS Technician I	\$ 100.00
CAD/GIS Technician II	\$ 114.00
CAD/GIS Technician III	\$ 151.00
CAD/GIS Technician IV	\$ 175.00
Communication Coordinator/Public Outreach Assistant	\$ 91.00
Communication Coordinator/Public Outreach I (Entry)	\$ 112.00
Communication Coordinator/Public Outreach II (Mid-Level)	\$ 144.00
Communication Coordinator/Public Outreach III (Senior)	\$ 170.00
Communication/Public Outreach Manager	\$ 230.00
Communication/Public Outreach Project Lead	\$ 191.00
Communication/Public Outreach, Creative Director	\$ 191.00
Communication/Public Outreach, Graphic Artist	\$ 126.00
Communication/Public Outreach, Graphic Artist Manager	\$ 176.00
Communication/Public Outreach, Graphic Assistant	\$ 112.00
Communication/Public Outreach, Sr. Graphic Artist	\$ 147.00
Construction Inspector I	\$ 109.00
Construction Inspector II	\$ 139.00
Construction Inspector III	\$ 167.00
Construction Manager I	\$ 143.00
Construction Manager II	\$ 155.00
Construction Manager III	\$ 170.00
Construction Project Engineer I	\$ 172.00
Construction Project Engineer II	\$ 218.00
Construction Project Engineer III	\$ 254.00
Construction Schedule Reviewer I	\$ 172.00
Contract Manager	\$ 305.00
Designer I	\$ 118.00
Designer II	\$ 153.00
Designer III	\$ 175.00
Economist I	\$ 119.00
Economist II	\$ 132.00
EIT I	\$ 120.00
EIT II	\$ 140.00
EIT III	\$ 155.00
EIT IV	\$ 161.00
Environmental Specialist I	\$ 114.00
Environmental Specialist II	\$ 145.00
Environmental Specialist III	\$ 180.00
Financial Consultant	\$ 148.00
Intern	\$ 82.00
National Discipline Advisor	\$ 346.00
National Financial Advisor	\$ 440.00
Planner I	\$ 118.00
Planner II	\$ 145.00
Planner III	\$ 173.00
Planner Jr.	\$ 107.00
Principal Economist	\$ 251.00
Principal Financial Consultant	\$ 227.00
Principal In Charge	\$ 292.00
Project Controller I	\$ 114.00
Project Controller II	\$ 130.00
Project Controller III	\$ 144.00
Project Coordinator I	\$ 98.00
Project Coordinator II	\$ 123.00
Project Engineer I	\$ 167.00
Project Engineer II	\$ 188.00
Project Engineer III	\$ 212.00
Project Engineer IV	\$ 229.00
Project Manager I	\$ 236.00
Project Manager II	\$ 251.00
Project Manager III	\$ 260.00
Project Professional I	\$ 171.00
Project Professional II	\$ 184.00
Project Professional III	\$ 197.00
Regional Discipline Leader	\$ 315.00
ROW Agent I	\$ 116.00
ROW Agent II	\$ 130.00
ROW Agent III	\$ 165.00
Senior Economist	\$ 171.00
Senior Financial Consultant	\$ 184.00
Sr. Construction Manager I	\$ 190.00
Sr. Construction Manager II	\$ 212.00
Sr. Construction Manager III	\$ 229.00
Sr. Construction Project Engineer I	\$ 272.00
Sr. Construction Project Engineer II	\$ 297.00
Sr. Project Manager I	\$ 269.00
Sr. Project Manager II	\$ 283.00
Sr. Project Manager III	\$ 301.00
Sr. Project Professional I	\$ 205.00
Sr. Project Professional II	\$ 239.00
Sr. Project Professional III	\$ 276.00
Sr. Schedule/Claims Analyst	\$ 339.00
Sr. Technical Advisor	\$ 300.00
Technical Writer	\$ 175.00

HDR Expenses

Expense Item	Rate
Plots (Mylar)	At Cost
Plots (Bond)	At Cost
Copies (8.5x11 B&W)	At Cost
Copies (8.5x11 Color)	At Cost
Copies (11x17 B&W)	At Cost
Copies (11x17 Color)	At Cost
Travel Costs	IRS allowable/at cost
Meals, Fuel	Per Diem/At Cost
Outside Expenses	At Cost

City of Greeley MERGE - Federally Funded Elements
RS&H, Inc

Task	Subtotal \$	Exp	Subs	Total
Project Office and General Expenses				
Expenses	\$0	\$0	\$0	\$0
Travel	\$0	\$0	\$0	\$0
Mileage (75 miles each way) 1 trips / week x 12 weeks * 1 folks * 60% freq	\$0	\$756	\$0	\$756
Mileage (60 miles each way) 2 people x 52 weeks/year - PM x 3 per wk * 75% freq	\$0	\$0	\$0	\$0
	\$0	\$0	\$0	\$0
	\$0	\$0	\$0	\$0
# Office Expenses will be at actual cost and approved by COG	\$0	\$0	\$0	\$0
Hours Subtotal:	\$0	\$756	\$0	\$756
Program & Project Management				
2.02.2 – PROJECT MANAGEMENT SCOPE	\$35,278		\$0	\$35,278
Hours Subtotal:	\$35,278	\$0	\$0	\$35,278
Quality Management				
Design QMP	\$0		\$0	\$0
	\$0		\$0	\$0
Hours Subtotal:	\$0	\$0	\$0	\$0
Public Engagement				
	\$0		\$0	\$0
47th Avenue PI - 5%	\$0		\$9,245	\$9,245
	\$0		\$0	\$0
35th Avenue PI - 5%	\$0		\$7,637	\$7,637
	\$0		\$0	\$0
Mobility Hub PI -5%	\$0		\$7,348	\$7,348
	\$0		\$0	\$0
	\$0		\$0	\$0
Hours Subtotal:	\$0	\$0	\$24,230	\$24,230
Environmental				
	\$0	\$0	\$0	\$0
	\$0	\$0	\$0	\$0
Develop resource study areas, logical termini, and indep	\$0	\$0	\$4,580	\$4,580
Description of the project context	\$0	\$0	\$4,580	\$4,580
Summary of previous planning	\$0	\$0	\$2,660	\$2,660
Purpose and Need Statement	\$0	\$0	\$10,320	\$10,320
Draft Purpose and Need Memo	\$0	\$0	\$14,700	\$14,700
	\$0	\$0	\$0	\$0
NEPA Support Activities - Alternative analysis (assume two	\$0	\$0	\$0	\$0
	\$0	\$0	\$0	\$0
Description of range of reasonable alternatives	\$0	\$0	\$5,160	\$5,160

City of Greeley MERGE - Federally Funded Elements
RS&H, Inc

Task	Subtotal \$	Exp	Subs	Total
Screening Criteria	\$0	\$0	\$5,090	\$5,090
Level 1 Screening	\$0	\$0	\$7,080	\$7,080
Level 2 Screening	\$0	\$0	\$14,160	\$14,160
Hours Subtotal:	0	\$0	\$68,330	\$68,330
CM/GC Process / Integrated Project Delivery				
Hours Subtotal:	\$0	\$0	\$0	\$0
Utilities				
	\$0		\$0	\$0
	\$0		\$0	\$0
	\$0		\$0	\$0
Hours Subtotal:	\$0	\$0	\$0	\$0
Right-Of-Way				
Hours Subtotal:	\$0	\$0	\$0	\$0
Field Survey/LiDAR				
	\$0		\$0	\$0
Hours Subtotal:	\$0	\$0	\$0	\$0
Geotechnical Engineering and Pavement Design				
Hours Subtotal:	\$0	\$0	\$0	\$0
Mobility/Transit				
Hours Subtotal:	\$0	\$0	\$0	\$0
Drainage, Water Quality, Erosion Control				
Drainage Subtotal:	\$0	\$0	\$0	\$0
Roadway/Civil				
Roadway Subtotal:	\$313,781	\$0	\$0	\$313,781
Electrical and Lighting				
Hours Subtotal:	\$0	\$0	\$0	\$0
Structures				
Hours Subtotal:	\$0	\$0	\$0	\$0
Traffic, Signing, Pavement Marking, Maintenance to Traffic, and Signals				
	\$0		\$0	\$0
	\$0		\$0	\$0
47th Avenue Interchange	\$0		\$0	\$0

City of Greeley MERGE - Federally Funded Elements
RS&H, Inc

Task	Subtotal \$	Exp	Subs	Total
Traffic Study	\$0		\$0	\$0
Collect Data, Review Data from 1601	\$3,708		\$0	\$3,708
Alternative Development (3 alternatives)	\$9,888		\$0	\$9,888
Prepare Existing conditions models (2025, 2055, AM & PM)(4 models)	\$7,416		\$0	\$7,416
Evaluate Roundabout Vs Signals where applicable	\$0		\$0	\$0
	\$0		\$0	\$0
	\$0		\$0	\$0
35th Avenue Interchange	\$0		\$0	\$0
	\$0		\$0	\$0
Traffic Study	\$0		\$0	\$0
Collect Data, Review Data from 1601	\$3,708		\$0	\$3,708
Alternative Development (3 alternatives)	\$9,888		\$0	\$9,888
Prepare Existing conditions models (2025, 2055, AM & PM)(4 models)	\$7,416		\$0	\$7,416
Hours Subtotal:	\$42,024	\$0	\$0	\$42,024
Landscaping/ Urban Design				
Hours Subtotal:	\$0	\$0	\$0	\$0
Buildings/Architecture (Not Included In this Scope of Work)				
Hours Subtotal:	\$0	\$0	\$0	\$0
ITS Infrastructure				
Hours Subtotal:	\$0	\$0	\$0	\$0
Optional Project Design and Cost				
	\$0		\$0	\$0
	\$0		\$0	\$0
	\$0		\$0	\$0
(Not included in total below) Hours Subtotal:	\$0	\$0	\$0	\$0
Total Hours/\$\$: (Without Optional Design Services)	\$391,083	\$756	\$92,560	\$484,399



Council Agenda Summary

February 3, 2026

Key Staff Contact: Sean Chambers, Water & Sewer Director

Title:

Resolution authorizing the city to enter into a contract for professional services between the City of Greeley and AECOM Technical Services, Inc for design services for the Milton Seaman Reservoir Gate Repair Project

Summary:

Ordinance Number 34, 2025 requires approval for Professional Services contracts and task orders on existing master services agreements worth more than \$199,999.

The City is undertaking design for the repair of the outlet gates for Milton Seaman Reservoir. This reservoir is the City's primary water storage area in Poudre Canyon. The existing gates are malfunctioning and in need of repair. The Water & Sewer department has been planning for ten years to complete the repair, and it is now scheduled for 2026. An amendment to AECOM's 2018 contract for design of the repair is needed to take design from 60% to 90% and final design. This resolution authorizes the City to enter into an amendment in the amount of \$324,119 from \$654,951, bringing the new total to \$979,070. The contract date will be extended to a new completion date of July 1, 2026.

Water customers and city residents benefit from professional design of replacements of critical infrastructure ensuring a supply of water to the City's primary treatment plant. City staff recommend approving the change order for AECOM Technical Services, Inc.

Fiscal Impact:

If approved, will this item result in a positive, negative, or no impact on the budget?

Negative Impact: What is the onetime and/or ongoing amount? \$324,119.00

Is it budgeted? The capital projects funding the contract are in Water Capital Replacement (423).

If yes, what source and fund will be used? Water Capital Replacement (423)

Are there any long-term financial impacts?

Is there grant funding for this item? No.

Legal Issues:

None

Other issues and Considerations:

None.

Strategic Focus Area:

Infrastructure and Mobility

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:

Adopt the resolution.

Attachments:

1. Resolution No. 13, 2026 with Exhibit A

**CITY OF GREELEY, COLORADO
RESOLUTION NO. 13, 2026**

**A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO A CONTRACT
FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF GREELEY AND
AECOM TECHNICAL SERVICES INC FOR DESIGN SERVICES FOR THE
MILTON SEAMAN RESERVOIR GATE REPAIR PROJECT**

WHEREAS, the City desires to repair the outlet gates of Milton Seaman Reservoir, (the “Project”); and

WHEREAS, the City seeks to take the repair design from 60% to 90% and final design to support the Project (“Services”); and

WHEREAS, in 2018 the city contracted AECOM Technical Services Inc for 60% design in the amount of \$654,951; and

WHEREAS, the City has an existing contract with AECOM Technical Services Inc; and

WHEREAS, the Services may be contracted through execution of an Amendment to the existing contract with AECOM Technical Services Inc; and

WHEREAS, AECOM Technical Services Inc has submitted a proposal for the Amendment in the amount of \$324,119 to complete design services; and

WHEREAS, the City has funding available to support execution of the Amendment for the Services; and

WHEREAS, in accordance with Section 2-184 of the City of Greeley Municipal Code, the City Council must approve a contract for professional or consulting services (including task orders and amendments to existing contracts) in amounts of \$200,000 or more; and

WHEREAS, it is in the best interest of the citizens of the City to undertake the Project through execution of an Amendment for the Services with AECOM Technical Services.

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

Section 1. The City Council hereby authorizes the City to enter into an Amendment with AECOM Technical Services Inc in the amount of \$324,119, a copy of which is attached hereto and incorporated herein as Exhibit A.

Section 2. The City Council hereby delegates authority to City staff and legal counsel to make changes and modifications to the Amendment before execution, provided the material substance remains unchanged.

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

INTRODUCED, PASSED AND ADOPTED THIS _____ DAY OF _____, 2026.

Attest:

THE CITY OF GREELEY, COLORADO

By _____
City Clerk

By _____
Mayor

EXHIBIT A
RESOLUTION NO. 13, 2026
CITY OF GREELEY

AMENDMENT TO AGREEMENT

CONTRACT# F22-01-012-01 – Milton Seaman Outlet Works - Water Quality Mitigation & 60% Design

This Amendment to Agreement (the “Agreement”) is made on **January 22, 2026**, by and between the City of Greeley (the “City”), and **AECOM Technical Services, Inc.** (the “Consultant”), have reached agreement to amend **Milton Seaman Outlet Works - Water Quality Mitigation & 60% Design** dated **May 1, 2024** (the “Initial Agreement”) according to the terms and conditions hereinafter provided.

Include Attachment A “Final Design Services Outlet Works Maintenance Project Milton Seaman Reservoir to the “Initial Agreement”.

This is Amendment No. 2 to this contract.

Summary of this Amendment:

- This amendment adds to the original scope of work by adding the following tasks:
 - Task 12 – Adds scope to progress 60% design phase design to 90% design including construction drawings, specifications and Basis of Design Report.
 - Task 13 – Adds scope to progress 90% design phase design to 100% design including construction drawings, specifications and Basis of Design Report.
 - Task 14 – Adds scope to review and respond to State Engineer’s Office review comments and revising the 100% design documents accordingly.
 - Task 15 – Adds scope for additional Project Management effort.
 - Task 16 – Adds scope to prepare cost estimating and review of the Contraction Manager at Risk (CMAR) Contractor.
- This amendment increases the contract amount by **\$TBD** from \$654,951.00 to **\$TBD** under PO #P20241922.
- This amendment extends the contract time by **three (3) months** from Amendment 1 Completion date of March 1, 2026. The new completion date is **TBD, 2026**.

Where these new terms and conditions reference specific attachments and/or paragraphs, the new terms and conditions shall replace the prior terms and conditions. All other terms and conditions of the Agreement shall remain intact and in effect. This amendment shall be in effect for all subsequent orders placed with Consultant from this date forward.

IN WITNESS WHEREOF, the parties hereto have caused this amendment to be executed by their respective authorized representatives to be in effect retroactive to the effective date of the Agreement.

EXECUTED:

The City of Greeley
Approved as to Substance

CONSULTANT:

Signed: _____
Name: _____
Title: _____
Date: _____

Signed: _____
Name: _____
Title: _____
Date: _____

The City of Greeley
Reviewed as to Legal Form

Signed: _____
Name: _____

Title: _____
Date: _____

The City of Greeley
Certification of Contract Funds Availability

Signed: _____
Name: _____
Title: _____
Date: _____

CONTRACTOR / EMPLOYEE WORKSHEET

For clarification on determining Independent Contractor or Employee status, please visit:
<https://cdle.colorado.gov/independent-contractors>

Contractor's Name: _____

	YES	NO
1. Is the worker given instructions in the way the work is to be done?	☐	☐
2. Is the worker performing the same or similar tasks as other employees of the City?	☐	☐
3. Are City assets used by the worker to perform their tasks (e.g. majority of tools, equipment, supplies and materials; incurred mileage and/or travel expenses are reimbursed; worker uses City vehicle)?	☐	☐
4. Does the City set hours of work for the worker?	☐	☐
5. Is payment to worker made based on unit of times (hourly, weekly, bi-weekly, monthly)?	☐	☐
6. Does the worker perform services for the City only? (No other clients)	☐	☐

Comments:

CONTRACTOR VS. EMPLOYEE REVIEW

HUMAN RESOURCES RECOMMENDATION:

☐ CONTRACTOR

☐ EMPLOYEE

Deputy Director

Human Resources: _____

DATE: _____

Please submit this worksheet with the preceding form



AECOM 303-694 2770 tel
 7595 Technology Way
 Denver, CO 80237
 aecom.com

December 8, 2025

* * * Sent via Email * * *

Mr. Adam Prior, PE
 Chief Engineer
 Greeley Water and Sewer
 1001 11th Avenue, 2nd Floor
 Greeley, CO 80631

**Subject: Final Design Services
 Outlet Works Maintenance Project
 Milton Seaman Reservoir**

Dear Mr. Prior,

Enclosed as requested is AECOM Technical Services, Inc. (AECOM)'s proposed scope, schedule, and fee for the following final design services for the Outlet Works Maintenance Project (Project) at Milton Seaman Reservoir in accordance with the rules and regulations of the State Engineer's Office (SEO):

1. Progressing the Project from 60% to an approximate 90% level of design. The work under this task will include development of 90% design drawings, draft technical specifications, updating the Basis of Design report, and providing cost estimating services.
2. Following concurrence on the 90% design, progressing the Outlet Works Maintenance Project from 90% to a 100% level of design. The work under this task will include development of 100% design drawings, technical specifications, updating the Basis of Design report, and providing cost estimating services.
3. Submitting the 100% design documents to the SEO, reviewing subsequent comments, and then issuing the signed Issued for Construction (IFC) Contract documents.

A detailed description of this work and assumed schedule is provided in the following sections.

Permitting support and construction support are not included in this Scope of Work.

AECOM's proposal is conditioned on mutually acceptable contract terms and conditions similar to current and previous AECOM-Greeley work. If Greeley approves, this work can be completed as addition to AECOM's Phase 2 Scope of Work #03 under Agreement F22-01-012-01.

STATEMENT OF QUALIFICATIONS

AECOM is uniquely qualified to complete this work based on our familiarity with the project conditions, work at the site over the past three decades, and technical capabilities related to SEO requirements and dam safety rules and regulations. Key AECOM team members include:

Nathan Walker, PE will serve as Project Manager and has worked successfully with you to complete past projects. Mr. Walker has 27 years of experience including slide gate and similar improvements associated with dams and reservoirs.



1. SCOPE OF WORK

PHASE 2

Task 12: 90% Design

AECOM will progress the submitted 60% design drawings and specifications to a 90% design and will include sheets and specifications for the mechanical, piping, structural concrete tunnel plug, site plan, survey plan, revegetation plan, electrical and instrumentation plans for project components including tunnel lighting, hydraulic power unit (HPU), gate and valve equipment, and programmable logic controller (PLC).

Some hydraulic analysis is recommended to: 1) inform the CMAR's civil design and layout of the cofferdam; and 2) inform the internal arrangement of lighting, hydraulic lines, and ventilation piping within the tunnel in the vicinity of the new gates and their discharge of water. Hydraulic analysis work at this stage includes:

- Conducting a hydraulic analysis of North Fork of the Cache la Poudre River between the outlet tunnel and the spillway during spilling events to determine water levels and inform required cofferdam height.
- Performing computational fluid dynamics (CFD) modeling to assess hydraulics within the tunnel and approach conditions to the Parshall flume, as well as to spot check the valve head-discharge flow curves.

Working with the valve and equipment manufacturers to get information not received in the 60%, used to refine and confirm tunnel excavation and structural design.

The anticipated structural scope for the 90% phase includes:

- Developing the 60% structural design and detailing to a 90% level.
- Structural support for anchorage of electrical, instrumentation and mechanical equipment.
- Stability checks for the concrete structures within the tunnel.

A revegetation plan will be developed for anticipated areas of disturbance on the site in accordance with requirements for Larimer County and the State of Colorado. The plan will include a site preparation plan, a planting and seeding schedule, species and seed mix specifications, and a monitoring and maintenance plan.

AECOM will include general refinement to the 60% level instrumentation and electrical design proposed in a letter to the City of Greeley dated October 21, 2025. Electrical design will include review of existing and proposed electrical loads, evaluating the existing generator sizing, design of new and modified electrical infrastructure, and lighting design.

The Basis of Design report will be revised based on changes in the design from the 60% to the 90% level, including project component descriptions, calculations and cost estimate.

A site visit for an electrical engineer and geologist is also included in the scope for this task. This scope does not include permitting or permitting coordination.



ASSUMPTIONS

- The City of Greeley will provide water level data at the Parshall flume at the downstream end of the tunnel. They will also provide electrical load data and coordination with the electrical service provider.
- It is assumed that there will not be significant changes to the general layout of the concrete plug, valves, concrete apron, and instrumentation conduits shown in the 60% design.
- No significant structural changes are required at the existing control building.

DELIVERABLES

- 90% Design Drawings
- 90% Technical Specifications
- 90% Basis of Design Report
- Comment log responses for Greeley or SEO comments on the 60% design

Task 13: 100% Design

AECOM will progress the submitted 90% design drawings and specifications to a 100% design.

AECOM will include general refinement of the 90% design scope of work items. This will include general refinement to the electrical and instrumentation design.

The Basis of Design report will be revised based on changes in the design from the 90% to the 100% level, including project component descriptions, calculations and cost estimate.

ASSUMPTIONS

- It is assumed that there will not be significant changes to the general layout of the concrete plug, valves, concrete apron, and instrumentation conduits shown in the 90% design.

DELIVERABLES

- 100% Design Drawings
- 100% Technical Specifications
- 100% Basis of Design Report
- Comment log responses for Greeley or SEO comments on the 90% design

Task 14: SEO Submittal and IFC Documents

AECOM will review comments received from the SEO and revise the drawings and specifications to address the SEO comments. The final IFC documents will be signed and sealed and submitted to SEO for signature. At this stage AECOM anticipates that the comments from the SEO will require an average of about 2 hours of effort per sheet (for about 15 sheets) and 1 hour of effort per specification section (for about 15 sections). The resulting IFC documents will be provided to Greeley and the CMAR for use in construction.

ASSUMPTIONS

- The SEO application fee is not included and will need provided separately by Greeley to the SEO.



- Based on AECOM's understanding of the design and construction schedule there will be limited time to implement revisions to the design based on comments from the SEO. Either the SEO or AECOM will need to expedite work to accommodate the schedule.
- Long lead items that may be pre-procured by the CMAR based on Greeley's desired construction schedule will not involve development of any separate drawings, or specifications, and will be based on design information presented in either the 60%, 90%, or 100% design.

Task 15: Project Management

AECOM will coordinate project management and meetings with Greeley, the CMAR, and the SEO during final design. This Task also includes internal meetings to manage the project and general administration tasks.

Task 16: Cost Estimating & CMAR Cost Review

AECOM will develop a cost estimate for the 90% and 100% designs and will review cost estimates developed by the CMAR Contractor. The budget assumes that a workshop will be held at each design phase to discuss both the Designer and CMAR Contractor estimates.

AECOM will develop the engineer's estimate of construction cost utilizing industry accepted methods including budgetary costs provided from manufacturers or vendors of major equipment when available.

DELIVERABLES

- AACE Class II and I Cost Estimates
- Construction Schedules
- Comments on CMAR Contractor Estimates

2. SCHEDULE

The total project duration have been estimated as follows, and are subject to verification as part of the fee estimate level of effort:

- Anticipated Design NTP: January 1, 2026
- 90% Design Completion: March 10, 2026
- 100% Design Completion: April 24, 2026
- Issued for Construction (IFC) Set: June 23, 2026

3. ENGINEERING FEES

AECOM's Scope of Work can be completed on a Time and Materials basis for a total Not-to-Exceed fee of \$324,119. A summary of costs for each Task is presented in Table 1. AECOM's billing rates are based on current AECOM rates for Greeley's As Needed Design and Engineering Services for Water/Sewer agreement F22-01-012-1. A detailed Fee Schedule is attached showing staff hours by Task.

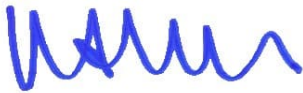
Table 1. Time & Materials Not To Exceed Fee

Task	Description	Fee Estimate
Task 12	90% Design	\$179,550
Task 13	100% Design	\$ 74,751
Task 14	SEO Review and IFC	\$ 13,446
Task 15	Project Management	\$ 33,414
Task 16	Cost Estimating & CMAR Cost Review	\$ 22,708
TOTAL		\$324,119

We look forward to continued collaboration with the City of Greeley for successful completion of this project . Please contact me at 720-215-5459 or nathan.walker@aecom.com if you have questions or require additional information.

Sincerely,

AECOM Technical Services, Inc.



Nathan Walker, PE
Project Manager

Authorized Signatory

enclosures: : Detailed Fee Estimate

cc: : Ryan Duve, Greeley Water and Sewer
Cole Gustafson, Greeley Water and Sewer

Final Design Services, Outlet Works Maintenance Project, Milton Seaman Reservoir
City of Greeley
12/8/2025
Fee Estimate

Prepared: MH/DS /GK/ IZ/SV
Reviewed: NW
Approved: NW

Date: 14-Nov-25
Date: 24-Nov-25
Date: 8-Dec-25

Task/Scope																							TOTAL	LABOR	EXPENSE	TOTAL
	Project Manager	I&C Engineer	Sr. Electrical Engineer	Electrical Engineer	CAD Designer	Independent Technical Reviewer	Sr. Contracts & Delivery Manager	Sr. Mechanical Engineer	Mechanical Engineer	Environmental Lead	Environmental Scientist	GIS	D. Geologist	Tunnel Engineer	Mechanical / Structural Engs.	Sr. Structural Engineer	Jr. Structural Engineer	Cost Estimator	Editor	Jr. CAD / GIS	Sr. CAD / Civil Eng. / Tech	Project Controller	HOURS	COST	COST	COST
	N. Walker	M. Hyatt	D. Staley	T. Haselhorst	J. Young	G. Reichert	G. Kehoe	I. Zarchi	S. Hamilton	Scott Guinn	Greg Pipis	J. Rigley	D. Simpson	K. Huynh	Braz / Murphy	D. Male	T. Mims	M. Bouchey	TBD	TBD	CAD/Delcid/Tech	D. Payton				
PHASE 2	\$322	\$289	\$336	\$253	\$191	\$365	\$271	\$271	\$186	\$205	\$130	\$134	\$336	\$271	\$205	\$253	\$158	\$177	\$186	\$110	\$148	\$148				
Task 12: 90% Design	8	40	4	38	40	18		31	184	28	84	36	34	12	76	22	60	4	8	36	153		916	\$177,515	\$2,035	\$179,550
Task 13: 100% Design	8	16	2	24	8	8		21	64	6	16	4	6	4	31	9	25		8	12	111		383	\$74,751		\$74,751
Task 14: SEO Submittal and IFC Documents	6							10	10				2		4	4					30		66	\$13,446		\$13,446
Task 15: Project Management	34						16	34	26													24	134	\$32,886	\$528	\$33,414
Task 16: Cost Estimating & CMAR Cost Review	2						4	4	8									104					122	\$22,708		\$22,708
Total	58	56	6	62	48	26	20	100	292	34	100	40	42	16	111	35	85	108	16	48	294	24	1621	\$321,306	\$2,813	\$324,119



Council Agenda Summary

February 3, 2026

Key Staff Contact: Sean Chambers, Water & Sewer Director

Title:

Resolution authorizing the City to enter into a contract for professional services between the City of Greeley and Providence Infrastructure Consultants for design services for the 60" Bellvue-Gold Hill Pipeline

Summary:

Ordinance Number 34, 2025 requires council approval for Professional Services contracts and task orders on existing master services agreements worth more than \$199,999.

The City is undertaking design for the repair of the final 3 miles of the 60" water transmission pipeline connecting the City's Bellvue Water Treatment Plant with the City's distribution system.

This final segment will connect the 60" line with the transmission lines from the Boyd Water Treatment Plant. Once complete, the pipeline will enable bidirectional flow giving the city substantial flexibility in running the two water treatment plants compared to today. This additional flexibility will result in electricity savings by reducing reliance on pumping, increasing the ability of the system to handle outages at the water treatment plants, and increase the ability of the city to provide emergency backup services to neighboring water districts. While the pipeline design was complete, the pipeline route and its terminus are adjacent to the Cascadia Entertainment District projects, and a design update is needed.

The City has existing grant applications being considered by the federal government to fund the pipeline, and it is critical that the design is complete so that construction can be undertaken as soon as funding is made available. The amendment is to increase the original design contract price from \$211,592 to \$509,033, an increase of \$297,441.

Water Customers and city residents benefit from professional design of critical infrastructure ensuring transmission of water from the City's water treatment plants to the City.

City staff recommend approving the Amendment for Providence Infrastructure Consultants.

Fiscal Impact:

If approved, will this item result in a positive, negative, or no impact on the budget?

Negative Impact: What is the onetime and/or ongoing amount? Negative impact of \$297,441. The capital projects funding the contract are in Water Capital Construction (422).

Is it budgeted?

The capital projects funding the contract are in Water Capital Construction (422)

If yes, what source and fund will be used? Water Capital Construction (422)

Are there any long-term financial impacts? No.

Is there grant funding for this item? No

Does this action have potential long-term fiscal implications? No

Legal Issues:

None

Other issues and Considerations:

None.

Strategic Focus Area:

Infrastructure and Mobility

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:

Adopt the resolution.

Attachments:

1. Resolution No. 14, 2026 with Exhibit A

**CITY OF GREELEY, COLORADO
RESOLUTION NO. 14, 2026**

**A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO A CONTRACT
FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF GREELEY AND
PROVIDENCE INFRASTRUCTURE CONSULTANTS FOR DESIGN OF THE 60”
BELLVUE GOLD HILL PIPELINE**

WHEREAS, the City desires to construct 3 miles of 60” water transmission pipeline terminating at the Zone 4 Pump Station, (the “Project”); and

WHEREAS, the City seeks civil engineering design services to support the Project (“Services”); and

WHEREAS, the City solicited qualifications from contractors in 2018 for the initial design of the Project; and

WHEREAS, the most qualified consultant was determined to be Providence Infrastructure Consultants who submitted a proposal for the Services in the amount of \$211,592; and

WHEREAS, the Cascadia Entertainment Complex has changed the future configuration of water transmission infrastructure interconnecting at the Zone 4 Pump Station; and

WHEREAS, the City has previously tasked Providence with design of large capacity water transmission infrastructure to interconnect with the Zone 4 Pump Station and water storage; and

WHEREAS, the City received a proposal from Providence Infrastructure Consultants to update the Services in the amount of \$297,441 for a total contract value of \$509,033; and

WHEREAS, the City has an existing contract with Providence Infrastructure Consultants; and

WHEREAS, the Services may be contracted through execution of an Amendment to the existing contract with Providence Infrastructure Consultants; and

WHEREAS, the City has funding available to support execution of the Amendment for the Services; and

WHEREAS, in accordance with Section 2-184 of the City of Greeley Municipal Code, the City Council must approve a contract for professional or consulting services (including task orders and amendments to existing contracts) in amounts of \$200,000 or more; and

WHEREAS, it is in the best interest of the citizens of the City to undertake the Project through execution of an Amendment for the Services with Providence Infrastructure Consultants.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF

GREELEY, COLORADO:

Section 1. The City Council hereby authorizes the City to enter into an Amendment with Providence Infrastructure Consultants in the amount of \$509,033, a copy of which is attached hereto and incorporated herein as Exhibit A.

Section 2. The City Council hereby delegates authority to City staff and legal counsel to make changes and modifications to the Amendment before execution, provided the material substance remains unchanged.

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

INTRODUCED, PASSED AND ADOPTED THIS _____ DAY OF _____, 2026.

Attest:

THE CITY OF GREELEY, COLORADO

By _____
City Clerk

By _____
Mayor

**EXHIBIT A
RESOLUTION NO. 14, 2026
CITY OF GREELEY**

CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES
60" Bellvue Pipeline, Gold Hill Segment Finalization and Additions

This Contract is made as of **November 9, 2023**, by and between the City of Greeley, Colorado, hereinafter referred to as the CITY, and **Providence Infrastructure Consultants**, authorized to do business in the State of Colorado, hereinafter referred to as the CONSULTANT, whose address is 300 Plaza Drive, Suite 320, Littleton, CO 80129.

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

ARTICLE 1 - SERVICES

The CONSULTANT'S responsibility under this Contract is to provide professional/consultation services in the area of design for the 60" Bellvue Pipeline Gold Hill Segment Finalization and Additions. More specifically, the scope of services is attached. The services of the CONSULTANT shall be under the direction of the Project Manager who has been designated by the Water & Sewer Department to act as the CITY'S representative during the performance of this Contract.

ARTICLE 2 - SCHEDULE

The CONSULTANT shall commence services upon execution of the Contract and complete all services within 4 months from Notice to Proceed.

ARTICLE 3 - PAYMENTS TO CONSULTANT

- A. The CITY shall pay to the CONSULTANT for services satisfactorily performed, based on sum not to exceed **\$211,592.00**, which includes all direct charges, indirect charges, and reimbursable expenses stated in the attached document. The CONSULTANT will bill the CITY on a monthly basis or as otherwise provided for services rendered toward the completion of the Scope of Work. The amounts billed shall represent the sum of billable time (including overhead and profit) for labor hours expended plus any other allowable costs and expenses for services stated in the attached document. The CONSULTANT shall track expenditures and inform the CITY of any possible cost overrun prior to completing work that would overrun the maximum contract sum. The CITY may choose to increase the budget for the work using a mutually acceptable contract amendment or it may choose not to increase the budget and terminate the work accordingly.
- B. Invoices received from the CONSULTANT pursuant to this Contract will be reviewed and approved by the Project Manager, indicating that services have been rendered in conformity with the Contract and then will be sent to the Finance Department for payment.
- C. Payment Terms shall be **Net 30 Days** from the date of the CONSULTANT's invoice.

ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE

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

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

ARTICLE 5 - TERMINATION

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

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

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

ARTICLE 6 – PERSONNEL

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

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

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

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

ARTICLE 7 – SUB-CONSULTANT

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

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

ARTICLE 8 - FEDERAL AND STATE TAX

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

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

ARTICLE 9 - AVAILABILITY OF FUNDS

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

ARTICLE 10 - INSURANCE

- A. The CONSULTANT shall not commence work under this Agreement until he/she has obtained all insurance required under this paragraph and such insurance has been approved by the CITY.
- B. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Colorado. The CONSULTANT shall furnish Certificates of Insurance to the CITY prior to the commencement of operations. The Certificates shall clearly indicate that the CONSULTANT has obtained insurance of the type, amount, and classification as required for strict compliance with this paragraph and that no material change or cancellation of the insurance shall be effective without ten (10) days prior written notice to the CITY. Compliance with the foregoing requirements shall not relieve the CONSULTANT of its liability and obligations under this Contract.
- C. The CONSULTANT shall maintain, during the life of this Contract, professional liability insurance (errors and omissions) in the amount of \$1,000,000 per occurrence to protect the CONSULTANT of claims for damages for negligent acts, errors or omissions in the performance of professional services under this Contract, whether such acts, errors or omissions be by the CONSULTANT or by anyone directly employed by or contracting with the CONSULTANT.
- D. The CONSULTANT shall maintain, during the life of this Contract, comprehensive automobile liability insurance in the amounts of \$1,000,000 combined single limit bodily injury and \$50,000 property damage to protect the CONSULTANT from claims for damages for bodily injury, including wrongful death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations by the CONSULTANT or by any directly or indirectly employed by the CONSULTANT.
- E. The CONSULTANT shall maintain, during the life of this Contract, adequate Workmen's Compensation Insurance and Employer's Liability Insurance in at least such amounts as are required by law for all of its employees performing work for the CITY pursuant to this Contract.
- F. All insurance, other than Workmen's Compensation and Professional Liability, is to be maintained by the CONSULTANT shall specifically include the CITY as an "Additional Insured".

ARTICLE 11 - INDEMNIFICATION

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

ARTICLE 12 - SUCCESSORS AND ASSIGNS

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

ARTICLE 13 – REMEDIES

This Contract shall be governed by the laws of the State of Colorado. Any and all legal action necessary to enforce the Contract will be held in Weld County and the contract will be interpreted according to the laws of Colorado. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

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

ARTICLE 14 - COLORADO LAW

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

ARTICLE 15 - CONFLICT OF INTEREST

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

The CONSULTANT shall promptly notify the CITY in writing by certified mail of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or

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

ARTICLE 16 - EXCUSABLE DELAYS

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

Upon the CONSULTANT'S request, the CITY shall consider the facts and extent of any failure to perform the work and, if the CONSULTANT'S failure to perform was without its fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly; subject to the CITY'S rights to change, terminate, or stop any or all of the work at any time.

ARTICLE 17 - ARREARS

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

ARTICLE 18 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

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

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

ARTICLE 19 - INDEPENDENT CONSULTANT RELATIONSHIP

The CONSULTANT is, and shall be, in the performance of all work services and activities under this

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

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

ARTICLE 20 - CONTINGENT FEES

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

ARTICLE 21 - ACCESS AND AUDITS

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

ARTICLE 22 - NONDISCRIMINATION

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

ARTICLE 23 - SURVIVAL

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

ARTICLE 24 - ENTIRETY OF CONTRACTUAL AGREEMENT

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

ARTICLE 25 - ENFORCEMENT COSTS

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

ARTICLE 26 - AUTHORITY TO PRACTICE

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

ARTICLE 27 - SEVERABILITY

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

ARTICLE 28 - AMENDMENTS AND MODIFICATION

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

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

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

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

ARTICLE 29 - ELECTRONIC SIGNATURES

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

ARTICLE 30 - FORCE MAJEURE

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

ARTICLE 31 - NOTICE

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

THE CITY OF GREELEY:

The City of Greeley
Water & Sewer Department
Rebecca Andrus
1001 11th Ave, 2nd Floor
Greeley, CO 80631
Email:
Rebecca.andrus@greeleygov.com
Phone: 970-350-9319

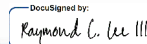
CONSULTANT:

Providence Infrastructure Consultants
Daniel Rice
300 Plaza Drive, Suite 320
Littleton, CO 80129
Email: drice@providenceic.com
Phone: 303-997-5035

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

EXECUTED:

The City of Greeley
Approved as to Substance

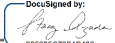
Signed: 
Name: Raymond C. Lee III
Title: City Manager
Date: 12/6/2023

CONSULTANT:

Signed: 
Name: DANIEL R. RICE
Title: VICE - PRESIDENT
Date: 11/22/2023

ENDORSED:

The City of Greeley
Approved as to Legal Form

Signed: 
Name: Stacey Aurzada
Title: Deputy City Attorney
Date: 12/5/2023

ENDORSED:

The City of Greeley
Certification of Contract Funds Availability

Signed: 
Name: Debbie Reid
Title: Interim Director of Finance
Date: 12/5/2023

Exhibit A

Scope of Work (SOW) – 60” Bellvue Pipeline Gold Hill Segment Finalization and Additions

The following Scope of Work (SOW) covers design and construction services required for the completion of the 60-inch Bellvue Pipeline’s Gold Hill Segment (GHS, Project). A portion of the GHS design was completed in 2020. Since that time, the City of Greeley (City) has secured additional funding and now desires to complete the design and construct the entire GHS. As part of completing the design in preparation for construction in 2024, the City desires to make the following design modifications / additions to the GHS.

Appurtenant Facility Modifications: The City desires to modify the currently completed design of the GHS’s Appurtenant Facilities, e.g., isolation valves, combination air valves, and blowoff drains. The City desires that these facilities be similar to the facilities currently being installed on the City’s Terry Ranch Pipeline Project.

State Highway 257 Crossing Modification: The City desires to modify the design of the State Highway 257 crossing. Currently the City has installed a casing pipe under the highway for the Project. As such, the GHS will not involve a tunnel crossing of the highway. However, the crossing will require the relocation of an existing communication utility.

Gold Hill Segment Pipeline Metering/Control/Monitoring Vault: The City desires to install a pre-fabricated Control / Metering / Monitoring Vault on the GHS Pipeline south of the Zone 4 Pump Station. This vault will have multiple functions including isolation, flow control, flow metering, pressure monitoring, chlorine residual monitoring, pH monitoring, and the potential for chemical addition for future chlorine and pH adjustments.

Boyd Lake Pipelines Metering/Monitoring Vault: The City desires to install a pre-fabricated Metering / Monitoring Vault on the 27- and 30-inch Boyd Lake Pipelines east of the Zone 4 Pump Station. This vault will have multiple functions including isolation, flow metering, pressure monitoring, chlorine residual monitoring, pH monitoring, and the potential for chemical addition for future chlorine and pH adjustments. The functionality of this vault will be similar to the GHS vault with the exception that it will not have flow control capabilities.

Gold Hill Tank Metering Pipelines Metering/Monitoring Vault: The City desires to install a pre-fabricated Metering / Monitoring Vault on the 54-inch Zone 3 pipeline that leaves the south side of the Gold Hill Tank Site. This vault will have multiple functions including isolation, flow metering, pressure monitoring, chlorine residual monitoring, pH monitoring, and the potential for chemical addition for future chlorine and pH adjustments. The functionality of this vault will be similar to the GHS vault with the exception that it will not have flow control capabilities.

Fiber Optic Installation: The City desires to install fiber optic conduit along the GHS pipeline. Furthermore, as part of the Project, the City desires to extend fiber optic conduit from the north end of the GHS pipeline to the site of the City’s future pump station which will be located southeast of the intersection of State Highways 257 and 392. This fiber optic extension to the north will be located within the City’s easements for the Chimney Park Pipeline (Phase 1) that was installed in 2003 and 2004.

The major Project tasks have been assigned task numbers correlating to the attached budget work breakdown structure (WBS). Should it appear that during the course of work that any items in this SOW need adjustment and have cost implications, the City and Providence Infrastructure Consultants (PIC or Consultant) shall meet and

Exhibit A
Scope of Work – 60” Bellvue Pipeline
Gold Hill Segment Finalization and Additions

discuss this matter in advance to evaluate available options and agree on a solution for successful completion of Work. All SOW changes with cost implications must be approved in writing in advance by the City.

Task Series 100 – Project Management and Administration

Task 101 - Notice to Proceed (Finalize Contract / Execute Subconsultant Agreements)

The Notice to Proceed (NTP) for the GHS is anticipated to occur towards the end of October, 2023. As part of initiating the work, PIC will work to quickly execute an agreement with the City and then execute subconsultant agreements for support of the Project’s survey, geotechnical, electrical, and SCADA elements.

Task 102 – Bi-Weekly Design Meetings (Conference Call)

Consultant assumes design progress meetings will be held on a bi-weekly basis. The Consultant assumes the following:

- Pre-construction coordination and design efforts will not take more than four (4) months.
- All project progress meetings will be via phone and not last more than one (1) hour.
- Up to eight (8) design meetings will take place. These design meetings will cease prior to the construction phase.
- General Notes will be prepared and distributed by the Consultant documenting activities, statuses, information needs, action items, and design decisions.

Task 103 - Project Invoicing (4 Invoices)

The Consultant will prepare and submit to the City monthly invoices and brief progress reports. Invoices will be submitted within the first two (2) weeks of each month and cover through the end of the prior month. The Consultant’s monthly invoice cutoff is the last Friday of each month. The Consultant assumes that four (4) invoices will be submitted corresponding to a four (4) month design phase.

Task 104 – Support of City’s Environmental Consultant

The Consultant will support the City’s Environmental Consultant with updating any necessary state or federal permits. The Consultant assumes this support will involve providing the environmental Consultant with design drawings, figures, construction techniques, restoration measures, and areas of impact.

Task Series 200 - Data Collection / Preparatory Activities

Based on discussions that took place during the Project’s scoping meeting, the Consultant will perform the following data collection tasks in preparation for modifying and finalizing the Project’s design:

Task 201 – Supplemental Survey

The Consultant will subcontract with a surveyor who will perform utility locates along the current GHS pipeline alignment as well as the locations currently identified for the metering/control vaults. The surveyor will also review updated City-provided title policies for the properties along the Project. The supplemental survey and title policy reviews will allow any new utilities that have been installed in the last several years to be identified and incorporated into the design. The updated survey will provide new/current information in the areas where the pre-fabricated metering/control vaults will be installed.

Exhibit A
Scope of Work – 60” Bellvue Pipeline
Gold Hill Segment Finalization and Additions

Task 202 – Field Conditions Walk-Through / Reconnaissance

After utility locates are flagged in the field, the Consultant will perform a one-day (8-hour) site reconnaissance visit with the surveyor to review the utility locates in relation to the proposed locations of Project facilities. The reconnaissance visit will also allow observations to be made in relation to power supply and communication capabilities needed to operate the proposed metering/control vaults.

Task 203 – Supplemental Utility Potholing (15)

Any newly discovered utilities that cross the alignment will be physically located by potholing to determine type, depth, diameter, and material of construction along GHS pipeline alignment. Any utilities in and around the metering/control vaults will also be located and potholed. The Consultant will subcontract the services of a vacuum potholing/hydro-excavation contractor to perform this work. The Consultant assumes the following:

- No more than fifteen (15) potholes will be required. Should additional potholes be required, the Consultant will have the potholing subconsultant directly invoice the City for the additional work.
- All utility work along the GHS will be in accordance with Subsurface Utility Engineering (SUE) Quality Level A which will involve physically locating utilities horizontally and vertically.
- Potholes will be located outside paved and concrete areas, and no traffic control will be necessary.
- No locating, surveying, or potholing will take place for the fiber optic installation along the Chimney Park Pipeline.

Task 204 – Supplemental Geotechnical Exploration, Testing, and Report Update

The Consultant will update the Project’s previous geotechnical report to include three (3) exploratory borings at the locations where the pre-fabricated metering/control vaults will be installed. The Consultant assumes the following:

- Three (3) geotechnical borings will be drilled.
- Geotechnical borings will be drilled to a depth of up to 20-feet.
- Soil samples will be collected and analyzed in the lab to gain data necessary for the design and construction of the vaults.

Task Series 300 – 60% Design Services

Task 301 - Update Drawing Set to include Supplemental Survey, Geotechnical Borings, Utility Information, Vault Locations, and Fiber Optic Corridor

The Consult will take the existing 2020 design drawing set and update to include:

- Supplemental survey, geotechnical, and utility information.
- Placeholder sheets for vaults’ civil (including manufacturer drawings) electrical, and fiber optic elements.
- Historic survey information along the Phase 1 of the Chimney Park Segment Pipeline for the fiber optic installation.

In expanding the existing drawing set, the new drawing set will include additional drawings based on the addition of several new civil, electrical, and fiber optic drawings.

Exhibit A
Scope of Work – 60” Bellvue Pipeline
Gold Hill Segment Finalization and Additions

Task 302 – Metering/Control Vault Equipment Identification, Sizing, and Layout

In coordination with the City and the pre-fabricated vault manufacturer, the Consultant will document high and low flows that could be conveyed through the Project’s metering and control vaults. This information will then be used by the Consultant and vault manufacturer to identify the appropriate equipment and manufacturers. After equipment identification, the vault manufacturer will provide the Consultant and City with draft vault layouts for review and confirmation that take into account the vaults’ piping, isolation valves, control valves, and meters.

Task 303 – Preliminary Site Drawings (Site Plans and Piping Profiles)

After completion of Task 302, Consultant will use the vault manufacturer’s vault drawings to develop preliminary site plans. Using the manufacturer’s drawings, the Consultant will also incorporate the vault information into the various piping profiles along the Gold Hill Segment pipeline, the Boyd Lake pipelines, and the Zone 4 Tank Pipeline.. Once these preliminary drawings are complete, the Consultant will facilitate a review meeting with City engineering and operations staff to review the site plans to confirm they are acceptable from a long-range operations and maintenance standpoint. After the vault review meeting, the Consultant will make any necessary modifications to the preliminary drawings in preparation for progressing the design.

Task 304 – Preliminary Fiber Optic Line Layout along Chimney Park Pipeline, Phase 1

As part of Task Series 300, Consultant will obtain historic / archived survey information, including owner-provided easements documents, that were used for the original design and construction of Phase 1 of Chimney Park Segment Pipeline. This information will be organized and formatted to allow for the installation of a fiber optic line between the north end of the Gold Hill Segment and a future pump station site located at the north end of Phase 1 of the Chimney Park Segment Pipeline. Once the existing survey information is properly formatted, Consultant will incorporate plan view sheets into the existing GHS drawing set. The Consultant assumes the existing survey information can be obtained from King Surveyors and can be accurately manipulated for use on the Project.

Task 400 - 3rd Party Re-Engagement and Permitting

Since the previous design work was completed over three (3) years ago, a variety of outside entities need to be re-engaged as part of finalizing the design. The following 3rd Party engagements have been assumed to be necessary. The cost to perform Services under this task are shown in Exhibit B, Fee Estimate. If during the course of the Project, the estimated fee approaches the 80% level ($\pm$ \$25,500), the Consultant will notify the City to determine how best to use the remaining allowance. In re-engaging 3rd parties, the Consultant assumes that all meeting will take place virtually through conference calls with the exception of one meeting with Eaton Ditch representatives and two property owner meetings.

Subtask 401 - CDOT Coordination

The Consultant will prepare a concise plan submittal for final approval of the alignment and crossing of SH 257 plus the use of portions of CDOT Right-of-Way (ROW) for temporary construction area. The Consultant assumes the following:

- One (1) virtual meeting with CDOT will take place to understand any concerns.
- ROW / Special Use Permit will be obtained by the Construction Contractor with Consultant support during the Construction Phase.
- CDOT will be presented with an updated crossing plan based on the as-built location of the recently installed casing pipe.

Exhibit A
Scope of Work – 60” Bellvue Pipeline
Gold Hill Segment Finalization and Additions

Subtask 402 - Weld County Engineering

The Consultant will facilitate coordination with Weld County Engineering to review the Project with staff again. This meeting will allow County staff to become reacquainted with the Project in preparation for the Construction Contractor obtaining a Right-of-Way Use (WCR 19) and Grading Permits. It is noted that the Consultant is not aware of any pre-construction permits that need to be obtained by the City as Weld County informed the City in 2020 that a Location & Extent or 1041 Permit would not be required for the Project. The Consultant assumes the following:

- One (1) virtual meeting with Weld County will take place to understand any concerns.
- ROW Use and Grading Permits will be obtained by the Construction Contractor with Consultant support.
- No changes to the previous design will occur.

Task 403 – Town of Windsor Coordination

The Consultant will facilitate a virtual coordination meeting with Town of Windsor Engineering staff to review the Project again. This meeting will allow Town staff to become reacquainted with the Project in preparation for the City executing an Intergovernmental Agreement (IGA) for the portion of the pipeline located within Town limits (North project terminus to Rancho Drive). It should be noted that the Consultant worked with the City to obtain a Town Floodplain Development Permit (FDP) in 2020. The Consultant assumes the following: One (1) virtual meeting to identify and address Windsor’s concerns.

- The Consultant will provide reference exhibits to be used in executing the IGA.
- The previously secured FPD will not need to be reissued.
- No changes to the previous design will occur with Town jurisdictional limits.
- The Construction Contractor will need to provide full-time access to the Windsor Wastewater Treatment Plant.

Task 404 - Eaton Ditch Review / Approval

The proposed GHS pipeline alignment will cross the Eaton Ditch and a crossing was developed in 2020. The Consultant will facilitate a site visit meeting with the Eaton Ditch Company’s engineer to re-review the crossing plan and confirm it remains acceptable. The Consultant assumes the following:

- One (1) site meeting to review the previously developed crossing plan with Eaton Ditch Company.
- No changes to the Project will occur that would affect the planned design.

Task 405 – Poudre Valley REA Coordination / Review / Approval

Coordination will be required to review parallel encroachment and crossings of PVREA facilities. PVREA has underground and aboveground electric facilities located in close proximity to the GHS alignment. The Consultant assumes the following:

- One (1) meeting to review parallel encroachment and crossing conflicts with Poudre Valley REA.
- No PVREA facilities will need to be relocated as part of the Project.
- No changes to the previous design will be needed.

Task 406 – Comcast Coordination (Relocation)

At the east side of the GHS Pipeline’s crossing of State Highway 257, there is a conflict with a Comcast communications line. Per previous discussions with the City, it is understood that this communications line will

Exhibit A
Scope of Work – 60” Bellvue Pipeline
Gold Hill Segment Finalization and Additions

need to be relocated to accommodate the currently developed crossing profile. The Consultant assumes the following:

- One (1) virtual meeting to review conflict and relocation need with Comcast.
- Comcast will agree to relocate the communications line.
- No changes to the previous design will be needed.
- The Consultant will provide reference exhibits to be used in executing a relocation agreement.

Task 407 – Gas Company Crossing Approvals

Coordination will be required with several oil and gas companies that have buried facilities which will be crossed by the GHS Pipeline. At this time, the Consultant is aware that the pipeline will cross approximately fifteen (15) gas lines which are owned and operated by the following four (4) companies: Anadarko, Platte River Midstream, NWC (Rimrock), and PDC Energy. The Consultant assumes the following:

- The Consultant will facilitate one (1) virtual coordination meeting with the four (4) energy companies to review the alignment and crossings. Exhibits will be prepared by the Consultant in advance of the meetings.
- The Consultant will obtain draft crossing agreements for each energy company and help facilitate the execution of agreements in coordination with the gas company representatives and the City’s engineering, real estate, and attorney offices.
- No changes to the previous design will be needed.
- No additional gas facilities have been installed since 2019 that would require crossing coordination and approval.

Task 408 - Property Owner Coordination

The Consultant understands that the City has acquired the necessary easements to construct the Project. As such, no significant coordination effort is needed with the property owners located along the Project. However, to support any communications that need to take place, the Consultant has allowed time to provide support as needed. The Consultant assumes the following:

- Up to five (5) property owner figures may need to be developed.
- No more than two (2) property owner site visits will be required.
- No changes to the previous design will be needed.

Task Series 500 – Final Design

The Consultant will prepare final drawings and specifications for the Project. The Bidding Documents will require the development of additional drawings and specifications to cover geotechnical, civil, and restoration along with a limited number of electrical and instrumentation drawings. The Consultant will provide quality control and a constructability review as needed. The Consultant’s final technical specifications will be prepared in accordance with the most current CSI format. In addition, a Bid form will be provided by the Consultant. The Consultant assumes the following:

Exhibit A
Scope of Work – 60” Bellvue Pipeline
Gold Hill Segment Finalization and Additions

- The final plans and specifications will be provided to the City for a one (1) week review.
- The Consultant will facilitate one (1) final design review meeting to go through the final plans and specifications prior to bidding.
- The Consultant will provide the City with bid drawings and technical specifications for the City to assemble the bid package including General Conditions and “Front-End” documents.
- The Consultant will have the drawings and specifications reviewed by its quality control reviewer prior to the Final Design meeting with the City.

Task 501 – Appurtenant Facility Modifications

The City desires to modify the currently completed design of the GHS Pipeline’s Appurtenant Facilities, e.g., isolation valves, combination air valves, and blowoff drains. The City desires that these facilities be similar to the facilities currently being installed on the City’s Terry Ranch Pipeline Project. Based on this desire, the Consultant will incorporate new details into the previously developed drawings.

Task 502 – Gold Hill Control / Metering / Monitoring Vault

The City desires to add control, metering, and monitoring capabilities to the GHS Pipeline south of the Zone 4 Pump Station. The Consultant will work with a pre-manufactured vault supplier on a vault that has multiple functions including isolation, flow control, flow metering, pressure monitoring, chlorine residual recording, pH recording, and the potential for chemical addition for future chlorine and pH adjustments. The Consultant assumes the following:

- This vault will be pre-manufactured and will only incorporate a single meter and control valve on the Bellvue Pipeline and that equipment will be able to control and meter the full range of possible flows without the need for dual valves and meters.
- Communications will be via radio initially, but conduit will be installed to allow a transition to fiber optic communications in the future.
- The Consultant will not provide any mechanical design. Furthermore, the Consultant will only need to provide limited electrical design. A structural engineering subconsultant will design the concrete vault foundation.

Task 503 – Boyd Lake Lines Metering / Monitoring Vault

The City desires to add metering and monitoring capabilities to the existing 27-inch and 30-inch water lines that supply water from the Boyd Lake Water Treatment Plant. This pre-manufactured vault will be installed to the east of the Zone 4 Pump Station and will have multiple functions including isolation, flow metering, pressure monitoring, chlorine residual recording, pH recording, and the potential for chemical addition for future chlorine and pH adjustments. The functionality of this vault will be similar to the GHS vault with the exception that it will not have flow control capabilities. The Consultant assumes the following:

- This vault will be pre-manufactured and will only incorporate a single meter on each the Boyd Lake lines and the equipment will be able that meter the full range of possible flows without the need for dual meters.
- Communications will be via radio initially, but conduit will be installed to allow a transition to fiber optic communications in the future.
- A single vault can be developed by the vault manufacturer to accommodate both pipelines without the need to make major adjustments to the existing pipe alignments.

The Consultant will not provide any mechanical. Furthermore, the Consultant will only need to provide limited electrical design. A structural engineering subconsultant will design the concrete vault foundation.

Exhibit A
Scope of Work – 60” Bellvue Pipeline
Gold Hill Segment Finalization and Additions

Task 504 – Gold Hill Tank Metering / Monitoring Vault

The City desires to add metering and monitoring capabilities to the existing 54-inch Zone 3 Pipeline that conveys water south and east from the Gold Hill Tank Site. This pre-manufactured vault will be installed on the southeast corner of the Gold Hill Tank Site and will have multiple functions including isolation, flow metering, pressure monitoring, chlorine residual recording, pH recording, and the potential for chemical addition for future chlorine and pH adjustments. The functionality of this vault will be similar to the GHS vault with the exception that it will not have flow control capabilities. The Consultant assumes the following:

- This vault will be pre-manufactured and will only incorporate a single meter on the 54-inch Zone 3 Pipeline and the equipment will be able to meter the full range of possible flows without the need for dual meters.
- Communications will be via radio initially, but conduit will be installed to allow a transition to fiber optic communications in the future.

The Consultant will not provide any mechanical. Furthermore, the Consultant will only need to provide limited electrical design. A structural engineering subconsultant will design the concrete vault foundation.

Task 505 Gold Hill Segment Interconnections

Per the Project’s scoping meeting, the Consultant understands the City desires to modify the currently design connections between the GHS Pipeline and the existing 27-, 30-, and 48-inch pipelines located east / southeast of the Zone 4 Pump Station. The Consultant understands the City has the ability to temporarily shut these lines down to allow for cut-in connections versus the currently designed hot taps. As part of finalizing the design, the Consultant will work to modify the existing designs to remove the hot taps and also install new direct-bury valves around the connections so that flow isolation can be achieved on each side of the connections.

Task 506 Finalize Fiber Optic Line Plans Sheets

The Consultant will finalize plan sheets for the installation of a fiber optic line from the north end of the GHS to the north end of Phase 1 of the Chimney Park Pipeline. The Consultant assumes the following:

- Six (6) plan sheets will be required and will only show plan views of the installation.
- The plan sheets will not include profile design or involve the location and depth of existing utilities.
- The approximate limits of horizontal directional drill limits at road crossings will be shown.
- No grading, erosion, and sediment control drawings will need to be developed for the fiber optic installation.

Task 507 - Final Design Review and Pre-Advertisement Meeting

Towards the conclusion of the final design efforts, the Consultant will facilitate a final design / pre-bid meeting with City engineering and operations staff. This meeting will be to collect and review comments from City staff. The Consultant assumes the following:

- The final design package will be provided to the City at least one (1) week prior to the meeting.
- Only one review meeting will be necessary and will be held at the City offices.
- The Consultant will provide an agenda followed by meeting notes and a comment / response tracking spreadsheet to confirm all comments are addressed.

Task 508 - Provide Technical Specifications and Drawings

After completion of Task 507, the Consultant will prepare and provide the City with the final technical specifications and drawings for incorporation into the Bid Package. The Consultant will also provide input on the Project’s Bid Form. The Consultant assumes the following:



Exhibit A
Scope of Work – 60” Bellvue Pipeline
Gold Hill Segment Finalization and Additions

- A full set of the Bid drawings and specifications will be delivered electronically.
- The City will incorporate the Bid Package’s front-end contract documents, advertise, and distribute plans and specifications to the pre-qualified Bidders.

Task Series 600 – Project Bidding Services

Task 601 - Pre-Bid Conference and Site Meeting Support

The Consultant will prepare an agenda and facilitate a pre-bid meeting to provide a project overview and answer questions from pre-qualified Bidders. The Consultant assumes the following:

- This meeting will involve a meeting at the City offices followed by a site visit where pre-qualified Bidders can view the Project’s corridor.
- The site visit will involve the ability for qualified contractors to observe test pit excavations.
- The City has pre-qualified general contractors.

Task 602 - Respond to Questions and Issue Addenda (2)

The Consultant will prepare responses to questions received from Contractors and help the City develop an addendum to be issued during the Bidding period. The Consultant assumes the following:

- Up to eight (8) unique technical questions will be submitted and responded to by the Consultant.
- One (1) addendum will be issued during the bidding phase.
- Non-technical or procedural questions will be responded to by the City.
- No re-design will be required based on Contractor questions or input.
- The City will send the questions to the Consultant, the Consultant will provide responses, and the City will issue the addendum to the Contractors.
- The Bid phase will be complete in under three (3) weeks (from Invitation to Bid to Bids received).

Exhibit A
Scope of Work – 60” Bellvue Pipeline
Gold Hill Segment Finalization and Additions



CITY OF GREELEY - 60-INCH BELLVUE PIPELINE - GOLD HILL SEGMENT AND CONTROL/METERING FACILITIES DESIGN Design Phase Services - Work Breakdown Structure & Fee Exhibit B									
Item	Phase / Task Descriptions	PIC		Sub Consultants					Totals
		Total Labor	Expenses	Surveying	Geotechnical Engineering	Utility Locating / Potholing	Structural Engineering	Electrical Engineering	
100	PROJECT MANAGEMENT AND ADMINISTRATION (4 Months)								
101	Notice to Proceed (Finalize Contract / Execute Sub Agreements)	\$ 1,790							\$ 1,790
102	Bi-Weekly Design Progress Meetings via Conference Call (8 Conference Calls, Up to 1-hr/each)	\$ 6,076							\$ 6,076
103	Project Invoicing - 4 Invoices	\$ 1,564							\$ 1,564
104	Support of City's Environmental Consultant	\$ 4,011							\$ 4,011
	Subtotal	\$ 13,441	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 13,441
200	DATA COLLECTION / PREPARATORY ACTIVITIES								
201	Supplemental Survey and Easement Corrections	\$ 2,454		\$ 13,000					\$ 15,454
202	Field Conditions Walk-Through / Reconnaissance	\$ 4,143	\$ 100					\$ 1,000	\$ 5,243
203	Supplemental Utility Potholing (15 Potholes)	\$ 4,315	\$ 200			\$ 5,265			\$ 9,780
204	Supplemental Geotechnical Exploration, Testing, and Report Update (3 Vaults / 3 Geotech Holes)	\$ 2,015			\$ 5,000				\$ 7,015
	Subtotal	\$ 12,927	\$ 300	\$ 13,000	\$ 5,000	\$ 5,265	\$ -	\$ 1,000	\$ 37,492
300	60% DESIGN SERVICES								
301	Update Existing Drawing Set (Supplemental Survey, Geotech, Utility Information, Vault Locations, F/O Corridor)	\$ 7,816							\$ 7,816
302	Metering Control Vault Equipment Identification, Sizing, and Layout	\$ 8,316						\$ 7,000	\$ 15,316
303	Preliminary Site Drawings (Site Plans and Piping Profiles)	\$ 8,590							\$ 8,590
304	Preliminary Fiber Optic Line Layout along Chimney Park Pipeline, Phase 1	\$ 5,845		\$ 2,000					\$ 7,845
	Subtotal	\$ 30,568	\$ -	\$ 2,000	\$ -	\$ -	\$ -	\$ 7,000	\$ 39,568
400	3RD PARTY REENGAGEMENT								
401	CDOT Coordination (1 Virtual Meeting)	\$ 562							\$ 562
402	Weld County Coordination (1 Virtual Meeting)	\$ 562							\$ 562
403	Town of Windsor Coordination (1 Virtual Meeting, IGA Support)	\$ 1,731							\$ 1,731
404	B.H. Eaton Ditch Coordination / Review / Approval (1 On-Site Meeting)	\$ 1,581	\$ 100						\$ 1,681
405	Poudre Valley REA Coordination / Review / Approval (1 Virtual Meeting)	\$ 2,661							\$ 2,661
406	Comcast Coordination (Relocation)	\$ 1,731							\$ 1,731
407	Gas Crossing Approvals (4 Approvals)	\$ 15,790							\$ 15,790
408	Property Owners Coordination / Review / Approval (5 Meetings)	\$ 7,222							\$ 7,222
	Subtotal	\$ 31,841	\$ 100	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 31,941
500	FINAL DESIGN SERVICES								
501	Appurtenant Facility Modifications	\$ 4,646							\$ 4,646
502	Metering/Monitoring/Control Vault - Gold Hill Segment Pipeline	\$ 5,555					\$ 3,000	\$ 4,667	\$ 13,222
503	Metering/Monitoring Vault - Boyd Lake Pipelines	\$ 5,555					\$ 3,000	\$ 4,667	\$ 13,222
504	Metering/Monitoring Vault - Gold Hill Tank Outlet Pipeline	\$ 7,277					\$ 3,000	\$ 4,667	\$ 14,943
505	Gold Hill Segment Interconnections	\$ 7,160							\$ 7,160
506	Finalize Fiber Optic Plan Sheets	\$ 8,150							\$ 8,150
507	Final Design Review and Pre-Advertisement Meeting	\$ 4,038	\$ 100						\$ 4,138
508	Provide Technical Specifications and Drawings	\$ 12,694							\$ 12,694
	Subtotal	\$ 55,075	\$ 100	\$ -	\$ -	\$ -	\$ 9,000	\$ 14,000	\$ 78,175
600	PROJECT BIDDING SERVICES								
601	Pre-Bid Conference and Site Meeting Support	\$ 2,248	\$ 100						\$ 2,348
602	Respond to Contractor Questions and Issue Addendum (1)	\$ 6,127						\$ 2,500	\$ 8,627
	Subtotal	\$ 8,375	\$ 100	\$ -	\$ -	\$ -	\$ -	\$ 2,500	\$ 10,975
	Total	\$ 152,227	\$ 600	\$ 15,000	\$ 5,000	\$ 5,265	\$ 9,000	\$ 24,500	\$ 211,592

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/22/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Insurance Services, LLC 4600 S. Ulster Street, Suite 1200 Denver, CO 80237 800 873-8500	CONTACT NAME: PHONE (A/C, No, Ext): 800 873-8500 FAX (A/C, No): E-MAIL ADDRESS: den.certificate@usi.com INSURER(S) AFFORDING COVERAGE INSURER A : XL Specialty Insurance Company INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :
INSURED Providence Infrastructure Consultants, Inc. 300 Plaza Drive, Suite 320 Centennial, CO 80129	NAIC # 37885

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY ☐						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability Claims Made			DPR5019080	09/23/2023	09/23/2024	\$2,000,000 per claim \$4,000,000 annl aggr.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

For Professional Services

RE: 60" Bellvue Pipeline, Gold Hill Segment Finalization and Additions.

CERTIFICATE HOLDER

CANCELLATION

City of Greeley 1000 10th Street Greeley, CO 80631-3808	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/14/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Olson & Olson Ltd 5655 S Yosemite Street #200 Greenwood Village CO 80111	CONTACT NAME: PHONE (A/C, No, Ext): 303-867-2055 FAX (A/C, No): 303-867-2074 E-MAIL ADDRESS: certificates@olsonandolson.com
INSURER(S) AFFORDING COVERAGE	
INSURED Providence Infrastructure Consultants 300 Plaza Drive #300 Highlands Ranch CO 80126	INSURER A: Union Insurance Company INSURER B: Pinnacol Assurance INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 1426663448**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:			CPA3299702-20	9/23/2023	10/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			CPA3299702-20	9/23/2023	10/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			CPA3299702-20	9/23/2023	10/1/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	4246897	9/23/2023	10/1/2024	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Additional Insured(s) listed after additional remarks.

See Attached...

CERTIFICATE HOLDER**CANCELLATION**

The City of Greeley
 Water & Sewer Department
 1001 11th Ave, 2nd Floor
 Greeley CO 80631

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: PROVINF-01

LOC #: _____

**ADDITIONAL REMARKS SCHEDULE**Page 1 of 1

AGENCY Olson & Olson Ltd		NAMED INSURED Providence Infrastructure Consultants 300 Plaza Drive #300 Highlands Ranch CO 80126
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

CONTRACTUAL LIABILITY APPLIES PER POLICY TERMS AND CONDITIONS

A WRAP EXCLUSION APPLIES PER POLICY TERMS AND CONDITIONS

GENERAL LIABILITY:

CLCG0492 Form Attached Includes:

Blanket Additional Insured – Ongoing Operations status when required by written contract.

Blanket Additional Insured for Various Relationships when required by written contract or written agreement.

Blanket Waiver of Subrogation applies when required by written contract.

CG2001 Form Attached Includes:

Blanket Primary & Non-Contributory status to Additional insured applies when required by a written contract.

AUTO LIABILITY:

CLCA2093 Form Attached Includes:

Blanket Additional Insured status applies when required by written contract.

Blanket Waiver of Subrogation applies when required by written contract.

Blanket Primary & Non-Contributory status to Additional insured applies when required by a written contract.

UMBRELLA LIABILITY

Umbrella Liability policy is on a follow form basis for the following underlying insurance coverages: General Liability, Automobile Liability and Employers Liability.

IMPORTANT:

The policy forms referenced will be sent via email only. To obtain copies, please send your request with the email address to certificates@olsonandolson.com

Project: Gold Hill Segment Finalization & Additions

Additional Insureds: The City of Greeley Water & Sewer Department

AMENDMENT TO AGREEMENT
60" Bellvue Pipeline, Gold Hill Segment Finalization and Additions

This Amendment to Agreement (the "Agreement") is made on **December 12, 2025**, by and between the City of Greeley (the "City"), and **Providence Infrastructure Consultants** (the "Consultant"), have reached agreement to amend **60" Bellvue Pipeline, Gold Hill Segment Finalization and Additions** dated November 9, 2023 (the "Initial Agreement") according to the terms and conditions hereinafter provided.

ARTICLE 3 – PAYMENTS TO CONSULTANT

- A. The CITY shall pay to the CONSULTANT for services satisfactorily performed, based on sum not to exceed **\$211,592.00**, which includes all direct charges, indirect charges, and reimbursable expenses stated in the document.

Shall be replaced with:

- A. The CITY shall pay to the CONSULTANT for services satisfactorily performed, based on sum not to exceed **\$509,033.00** which includes all direct charges, indirect charges, and reimbursable expenses stated in the document.

Addition of \$297,441.00 per Exhibit A and Exhibit B (attached).

Where these new terms and conditions reference specific attachments and/or paragraphs, the new terms and conditions shall replace the prior terms and conditions. All other terms and conditions of the Agreement shall remain intact and in effect. This amendment shall be in effect for all subsequent orders placed with Consultant from this date forward.

IN WITNESS WHEREOF, the parties hereto have caused this amendment to be executed by their respective authorized representatives to be in effect retroactive to the effective date of the Agreement.

THE CITY OF GREELEY
Approved as to Substance

Signed: _____
Name: _____
Title: _____
Date: _____

CONSULTANT:

Signed:  _____
Name: **Daniel R. Rice**
Title: **Vice President**
Date: **January 13, 2026**

Exhibit A

Scope of Work (SOW) – 60” Bellvue Pipeline Gold Hill Segment Redesign and Construction Support

The following Scope of Work (SOW) covers Providence Infrastructure Consultants’ (PIC) redesign and construction support services required for the completion of the City of Greeley’s (City) 60-inch Bellvue Pipeline’s Gold Hill Segment (GHS, Project). The GHS design was completed in 2024. Over the last year, the City has collaborated with the developers of the West Greeley Project (Cascadia Development). This collaboration has resulted in the need to relocate portions of the City’s Boyd Lake Transmission Pipelines¹. In addition, the collaboration has resulted in the need to redesign approximately ¼ to ½ mile of the GHS. As part of the GHS redesign efforts, the City desires the following:

Gold Hill Segment Reroute: The reroute of the GHS alignment will start approximately 2,000 feet north of the intersection of State Highway 34 and 131st Avenue (gravel). The reroute will adjust the GHS alignment to relocate it east to a location on the west side of the future right-of-way extents of 131st Avenue. This north to south location of the GHS on the west side of 131st Avenue will parallel a portion of the relocated Boyd Lake Pipelines being designed by others as part of the Development efforts.

Boyd Lake Pipeline Connections Modification: With the redesign efforts, the GHS will terminate with a single connection to the City’s existing 48” Steel Pipeline that currently connects the City’s existing Boyd Transmission Lines to the Gold Hill Tank Site. The GHS will connect to the 48” Steel Pipeline south of the Boyd Lake Transmission Lines.

Gold Hill Segment Pipeline Metering/Control/Monitoring Vault: A single cast-in-place concrete metering and flow control vault will be designed as part of the redesign efforts. This vault will allow water to be conveyed from the GHS into the relocated Boyd Lake Transmission Lines. This metering and control vault is anticipated to be located in the vicinity of 4th Street (future). This vault will incorporate a variety of functions including isolation, flow metering, flow control, pressure monitoring, and the ability to monitor chlorine residual and pH.

Utility Crossing Agreements: Prior to completing the redesign efforts, crossing agreements will needed to be coordination and executed to allow the Project to cross a variety of existing utilities located on the complete 3-mile alignment.

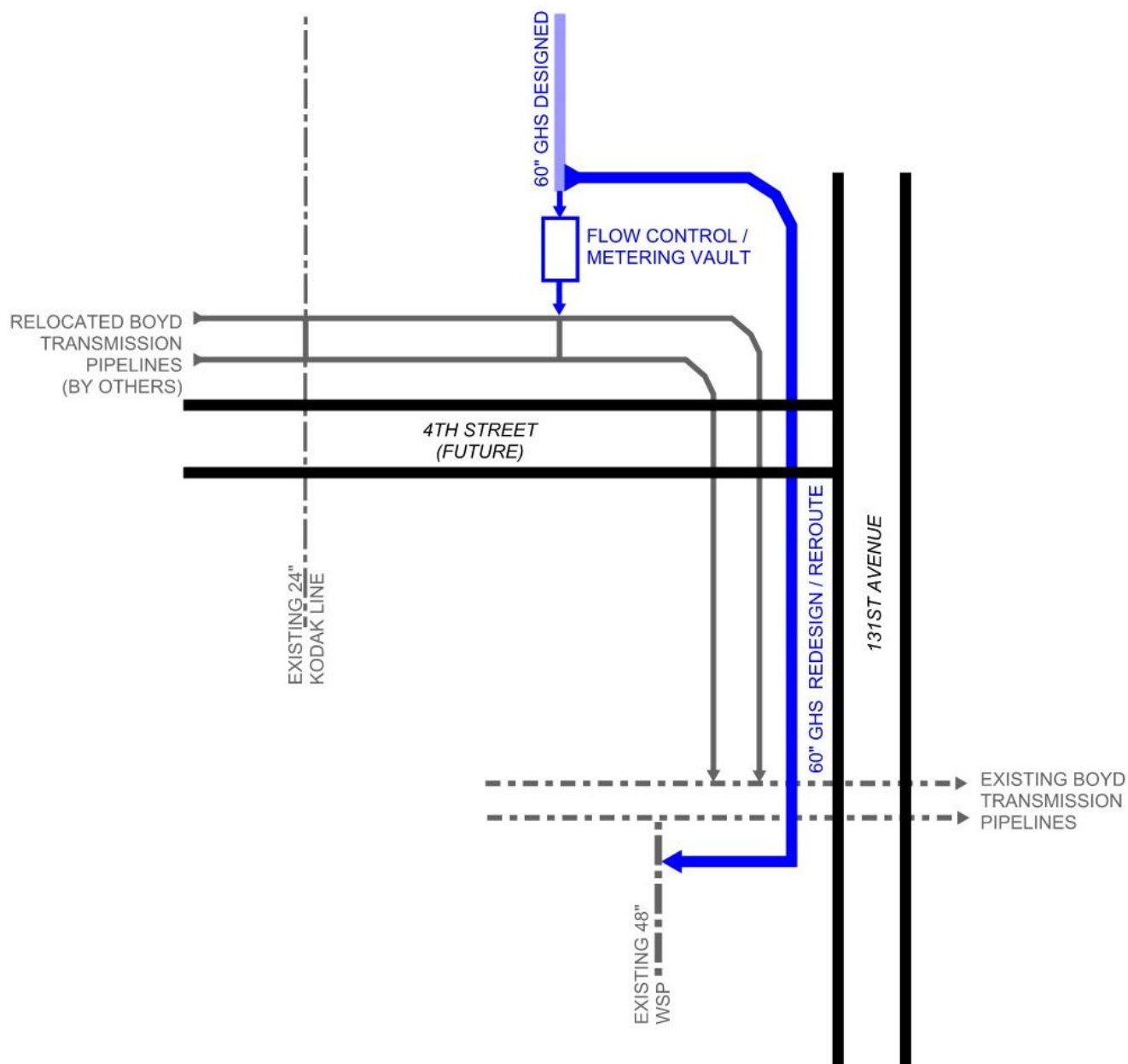
Bidding Support Services: Once the redesign efforts are complete, bidding support services will be provided. Construction Phase support services will be completed under a subsequent contract amendment.

Coordination with Development Representatives: During the redesign efforts, coordination with the Development’s representatives and engineers will be needed to properly locate the GHS connection to the relocated Boyd Transmission Lines. Coordination will also be needed to properly locate the GHS alignment which will be parallel to the relocated portions of the Boyd Transmission Pipelines.

Below is a sketch that illustrates the City’s desires associated with redesign efforts. In addition, the major Project tasks described below have been assigned task numbers correlating to the attached budget work breakdown structure (WBS). Should any items in this SOW need adjustment during the course of work, and result in cost increases, the City and PIC will meet to discuss adjustments. The goal in meeting in advance will be to evaluate available options and agree on a solution for successful completion of Work. All SOW changes with cost implications must be approved in writing in advance by the City.

¹ Boyd Lake Transmission Lines relocation design being performed by others

GOLD HILL SEGMENT REDSIGN LAYOUT



Task Series 1000 – Project Management and Administration

Task 1001 – Project Coordination Activities (6 months)

PIC will facilitate project coordination and communications during the design phase of the Project. While these coordination activities are difficult to precisely define, they will generally involve phone, email, written communications, and two to four onsite meetings with the City, PIC’s staff and subconsultants, and other outside entities. PIC will help facilitate the successful implementation of the Project in collaboration with Cascadia Development activities. To cover project coordination efforts, PIC’s budget allocation for these coordination efforts is based on 4 hours per week for 6 months.

Task 1002 – Bi-Weekly Design Meetings (Virtual Meetings)

PIC assumes design progress meetings will be held on a bi-weekly basis. PIC assumes the following:

- Pre-construction coordination and design efforts take no more than six (6) months.
- All project progress meetings will virtual and not last more than one (1) hour.
- Up to twelve (12) design meetings will take place prior to the construction phase.
- PIC will prepare and distribute general notes documenting activities, statuses, information needs, action items, and design decisions.

Task 1003 - Project Invoicing (6 Invoices)

PIC will prepare and submit to the City monthly invoices and brief progress reports. Invoices will be submitted within the first two (2) weeks of each month and cover through the end of the prior month. PIC’s monthly invoice cutoff is the last Friday of each month. PIC assumes that six (6) invoices will be submitted corresponding to a six (6) month design phase.

Task 1004 – Support of City’s Project Funding Consultant

PIC will support the City’s Project Funding Consultant with any funding information requests. PIC is prepared provide information related to costs, design, or schedule.

Task Series 2000 - Data Collection / Preparatory Activities

PIC will perform, through subcontracts, a variety of supplemental data collection tasks in preparation for redesigning the GHS and the following tasks cover these supplemental activities.

Task 2001 – Supplemental Survey

PIC will subcontract with King Surveyors to perform utility locates along the corridor of the GHS pipeline alignment reroute including existing City waterlines. In addition, King surveyors will provide supplemental survey needed to complete the redesign activities. This task may be optional depending on the survey data provided by the Development team.

Task 2002 – Field Conditions Walk-Through / Reconnaissance

After updated utility locates are flagged in the field, PIC will perform a one-day (8-hour) site reconnaissance visit with King Surveyors to review the utility locates in relation to the proposed locations of Project facilities. The reconnaissance visit will also allow observations to be made in relation to information previously gathered during historic GHS design efforts.

Task 2003 – Supplemental Utility Potholing (10)

Any newly discovered utilities that cross the alignment will be physically located by potholing to determine type, depth, diameter, and material of construction along GHS pipeline’s rerouted alignment. PIC will subcontract Colorado Utility Finders to vacuum potholing/hydro-excavation identified utilities. As part of the potholing efforts, PIC may need to

pothole existing City utilities in new locations depending on the final connection locations of the rerouted GHS. Below are assumptions PIC has made associated with Task 203.

- No more than ten (10) potholes will be required. Should additional potholes be required, additional potholes will be billed at a cost of \$400 per hole.
- All utility work along the GHS will be in accordance with Subsurface Utility Engineering (SUE) Quality Level A which will involve physically locating utilities horizontally and vertically.
- Potholes will be located outside paved and concrete areas, and no traffic control will be necessary.

Task 2004 – Supplemental Geotechnical Exploration, Testing, and Report Update

PIC will update the Project’s previous geotechnical report to include two (2) additional exploratory borings. One boring will be at the location of the metering and control vault and a second boring will be located along the west side of 131st Avenue between the future 4th Street and the City’s Zone 4 pump station. PIC assumes the following:

- Two (2) geotechnical borings will be drilled.
- Geotechnical borings will be drilled to a depth of up to 20-feet.
- Soil samples will be collected and analyzed in the lab to gain data necessary for the design and construction of the vaults.

Task Series 3000 – Final Design

PIC will prepare final drawings and specifications for the Project. The Bidding Documents will require the development of new drawings and specifications to cover the reroute of the GHS Pipeline, the metering and control vault, and new connections to the Boyd Lake Transmission Lines. PIC’s final technical specifications will be prepared in accordance with the most current CSI format. In addition, a Bid form will be provided by PIC. PIC assumes the following:

- The final plans and specifications will be provided to the City for a one (1) week review.
- PIC will facilitate one (1) final design review meeting to go through the final plans and specifications prior to bidding.
- PIC will provide the City with bid drawings and technical specifications for the City to assemble the bid package. PIC assumes that the City will provide General Conditions and “Front-End” documents.
- PIC will have the drawings and specifications reviewed by its quality control reviewer prior to the Final Design meeting with the City.

Task 3001 – Rerouted Gold Hill Segment Pipeline Redesign

PIC will remove obsolete sheets from the previous final design drawing set and replace with new design drawings. PIC assumes six (6) new drawings will be developed to capture the rerouted pipeline alignment. The new drawings will include new plan and profile drawings, new plan view connection drawings, and new profile view connection drawings. Several of these new drawings will capture the GHS connections to the northerly rerouted Boyd Lake Transmission Line and the City’s existing 48-inch welded steel line that conveys water to and from the Gold Hill Tank site.

Task 3002 – Bellvue to Boyd Metering and Flow Control Vault Design

The City desires to add flow metering and control capabilities to allow the GHS Pipeline to convey and control water flowing into the northerly relocated Boyd Lake Transmission Line and the existing 48-inch welded steel line located south / southeast of the Zone 4 Pump Station. The metering / flow control vault will have multiple functions including isolation, flow control, flow metering, pressure monitoring, chlorine residual recording, pH recording, and the potential for chemical addition for future chlorine and pH adjustments. PIC assumes the following:

Exhibit A
Scope of Work – 60” Bellvue Pipeline
Gold Hill Segment Redesign and Construction Support



- The vault will be cast-in-place concrete and will only incorporate a single meter and control valve on a line connecting the GHS and the northerly relocated Boyd Transmission Line. The vault will be able to control and meter the full range of flows desired by the City without the need for dual valves and meters.
- Communications will be via radio initially, but conduit will be installed to allow a transition to fiber optic communications in the future. The City will provide electrical, instrumentation, and control specifications for review by PIC.
- PIC will provide the vault’s internal and site electrical design along with a limited SCADA design (P&ID drawing with data inputs / outputs). PIC’s electric design will cover secondary side (downstream of meter). PIC assumes that the City will coordinate with Development representatives or other parties related to providing primary side power supply including transformer and meter. PIC also assumes that the City’s SCADA/controls team will provide all information needed for full monitoring and controls integration at a later date.
- Based on recent metering and control vault design efforts, PIC assumes the following drawings will be required:

METERING AND FLOW CONTROL VAULT DRAWING LIST		
Sheet	Drawing	Description
Civil		
1	C-001	Meter Vault Site Plan
2	C-101	Equipment Materials List and Notes
3	C-102	Vault Plan
4	C-103	Vault Longitudinal Section
5	C-104	Vault Top Plan and Cross Section
6	C-105	Vault Site Pipe Profiles
7	C-501	Civil Details
8	C-502	Civil Details
Electrical		
9	E-100	Electrical General Legend and Abbreviations
10	E-101	One-Line Diagram and Panel Schedules
11	E-102	Equipment One-Line Diagrams
12	E-103	Vault Electrical Site Plan
13	E-104	Vault Electrical Plan
14	E-501	Electrical Details
15	E-502	Electrical Details
Instrumentation		
16	I-001	Legend, Notes, Abbreviations
17	I-101	Process and Instrumentation Diagram Drawing (P&ID)
18	I-102	PLC Enclosure Power Distribution
19	I-103	Digital Inputs and Outputs
20	I-104	Analog Inputs
21	I-105	Enclosure Layout

Task 3003 – 3rd Party Crossing Coordination and Approvals

Similar to its recent work on other City projects, PIC will facilitate coordination with a variety of gas, electric, communication, and canal companies that have facilities that will be crossed by the Project. Based on design efforts completed to date, PIC is aware of the need to coordinate and gain approvals from Eaton Ditch, Poudre Valley REA, Comcast Western Area Power Authority (WAPA), Atmos Energy, Anadarko, Platte River Midstream, XTR Midstream, ARB Midstream, Rim Rock Energy (NWC), Chevron (PDC), DCP Midstream, and Civitas Resources. In addition to the

customary coordination and agreements associated with the crossing of gas lines and large overhead electric lines, PIC will facilitate coordination with Civitas Resources on agreements related to the City’s need to temporarily encumber access to their facility located west of State Highway 257 and south of Windsor. In addition, PIC is aware that a Comcast fiber optic line will need to be relocated on the east side of State Highway 257 to allow for the extension of the casing pipe that was installed several years ago. For Task 303, PIC will coordinate review meetings with gas and electric companies, provide crossing drawings / exhibits, obtain and provide the City feedback on crossing licenses, and coordinate with City attorneys.

Task 3004 - Final Design Review and Pre-Advertisement Meeting

Towards the conclusion of the final design efforts, PIC will facilitate a final design / pre-bid meeting with City engineering and operations staff. This meeting will be to collect and review comments from City staff. PIC assumes the following:

- The final design package will be provided to the City at least one (1) week prior to the meeting.
- Only one review meeting will be necessary and will be held at the City offices.
- PIC will provide an agenda followed by meeting notes and a comment / response tracking spreadsheet to confirm all comments are addressed.

Task 3005 - Provide Technical Specifications and Drawings

After completion of Task 304, PIC will prepare and provide the City with the final technical specifications and drawings for incorporation into the Bid Package. PIC will also provide the Project’s Bid Form. PIC assumes the following:

- A full set of the Bid drawings and specifications will be delivered electronically.
- The City will incorporate the Bid Package’s front-end contract documents, advertise, and distribute plans and specifications to the pre-qualified Bidders.

Task Series 4000 – Project Bidding Services

Task 4001 - Pre-Bid Conference and Site Meeting Support

PIC will prepare an agenda and facilitate a pre-bid meeting and site visit to provide a project overview and answer questions from pre-qualified Bidders. PIC assumes the following:

- This meeting will involve a meeting at the City offices followed by a site visit where pre-qualified Bidders can view the Project’s corridor.
- The City has pre-qualified general contractors.

Task 4002 - Respond to Questions and Issue Addendum (1)

PIC will prepare responses to questions received from Contractors and help the City develop an addendum to be issued during the Bidding period. PIC assumes the following:

- Up to twelve (12) unique technical questions will be submitted and responded to by PIC.
- One (1) addendum will be issued during the bidding phase.
- Non-technical or procedural questions will be responded to by the City.
- No redesign will be required based on Contractor questions or input.
- The City will provide questions to PIC, PIC will provide responses, and the City will issue the addendum to the Contractors.
- The Bid phase will take no more than six (6) weeks (from Invitation to Bid to Bids received).

Exhibit A
Scope of Work – 60” Bellvue Pipeline
Gold Hill Segment Redesign and Construction Support



EXHIBIT B
WORK BREAKDOWN STRUCTURE (FEE)

Item	Phase / Task Descriptions	PIC		Sub Consultants				Totals
		Total Labor	Expenses	Surveying	Geotechnical Engineering	Utility Locating / Potholing	Electrical Engineering	
1000	DESIGN PROJECT MANAGEMENT AND MEETINGS (6 Months)							
1001	Project Coordination Activities (4 hrs / week)	\$ 26,878						\$ 26,878
1002	Bi-Weekly Project Meetings (6 Months, 12 Virtual Meetings)	\$ 9,770						\$ 9,770
1003	Project Invoicing (6 Months)	\$ 3,233						\$ 3,233
1004	Support City's Funding Consultant	\$ 6,715						\$ 6,715
	Subtotal	\$ 46,596	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 46,596
2000	DATA COLLECTION / PREPATORY ACTIVITIES							
2001	Supplemental Survey	\$ 653			\$ 3,400			\$ 4,053
2002	Field Conditions Walk-Through / Reconnaissance	\$ 3,357	\$ 100					\$ 3,457
2003	Supplemental Utility Potholing (10)	\$ 1,125	\$ 100			\$ 3,500		\$ 4,725
2004	Supplemental Geotechnical Exploration, Testing, and Report Update	\$ 512			\$ 5,000			\$ 5,512
	Subtotal	\$ 5,646	\$ 200	\$ -	\$ 5,000	\$ -	\$ -	\$ 17,746
3000	FINAL DESIGN AND 3RD PARTY CROSSING APPROVALS							
3001	Rerouted Gold Hill Segment Pipeline Redesign	\$ 38,686			\$ 3,400			\$ 42,086
3002	Bellvue to Boyd Metering and Flow Control Vault Design	\$ 64,362					\$ 20,000	\$ 84,362
3003	3rd Party Crossing Coordination and Approvals	\$ 64,334						\$ 64,334
3004	Final Design Review and Pre-Advertisement Meeting	\$ 5,221	\$ 100					\$ 5,321
3005	Provide Technical Specifications and Drawings	\$ 14,926						\$ 14,926
	Subtotal	\$ 187,529	\$ 100	\$ -	\$ 3,400	\$ -	\$ 20,000	\$ 211,029
4000	PROJECT BIDDING SERVICES							
4001	Pre-Bid Conference and Site Meeting Support	\$ 6,345	\$ 100					\$ 6,445
4002	Respond to Contractor Questions and Issue Addendum (1)	\$ 13,125					\$ 2,500	\$ 15,625
	Subtotal	\$ 19,471	\$ 100	\$ -	\$ -	\$ -	\$ 2,500	\$ 22,071
	Total	\$ 259,241	\$ 400	\$ -	\$ 8,400	\$ -	\$ 22,500	\$ 297,441



Council Agenda Summary

February 3, 2026

Key Staff Contact: Steven Younkin, Interim Deputy Director Public Works/Chief Engineer

Title:

Resolution authorizing the City to approve the second amendment to the Intergovernmental agreement with Weld County for the O Street & 59th Avenue Intersection Improvements

Summary:

The City entered into an intergovernmental agreement (IGA) with Weld County on August 25, 2021. Weld County agreed to reimburse the City \$1,669,565 for the construction of the improvements at O Street and 59th Ave with an IGA expiration date of December 31, 2023.

Subsequently, this IGA was amended on August 16, 2025, to include Weld County's agreement to share an additional 50% cost of overlaying 59th Ave (WCR 31) from O St to CO HWY 392. This amendment also extended the IGA expiration to December 31, 2025.

The City has led the project for construction in 2025, and the project is expected to be complete in 2026. A second IGA amendment is required to extend it to December 31, 2026.

Additionally, this IGA replaces the 50% cost share with Weld County to overlay 59th Ave from O St to CO HWY 392 with an amount not to exceed \$1,291,763. The City is requesting council approval to execute the second IGA amendment with Weld County.

Fiscal Impact:

If approved, will this item result in a positive, negative, or no impact on the budget?

No Impact: The amounts are already budgeted in the CIP. This IGA formalizes the arrangement.

Is there grant funding for this item? Yes, the project is also funded by a STBG grant from CDOT for \$1,329,008.

Does this action have potential long-term fiscal implications? No.

Legal Issues:

None

Other issues and Considerations:

None

Strategic Focus Area:

Infrastructure and Mobility

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:

Adopt the resolution.

Attachments:

1. Resolution No. 15, 2026 with Exhibit A

**CITY OF GREELEY, COLORADO
RESOLUTION NO. 15, 2026**

**RESOLUTION AUTHORIZING THE CITY TO APPROVE THE SECOND
AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT WITH WELD
COUNTY FOR THE “O” STREET & 59TH AVENUE INTERSECTION
IMPROVEMENTS**

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

WHEREAS, the City entered into an Intergovernmental Agreement with Weld County (“Original IGA”) for construction of improvements to “O” Street & 59th Avenue Intersection (“Project”) fully executed and effective August 25, 2021; and

WHEREAS, the Original IGA was amended by Intergovernmental Agreement (“First IGA Amendment”) fully executed and effective August 16, 2023 which expanded the Project scope to include the WCR 31 Mill and Overlay, and extended the Project completion date; and

WHEREAS, the Original IGA and the First IGA Amendment together are referred to as the IGA; and

WHEREAS the parties wish amend the IGA to extend the completion date of the Project to December 31, 2026, and further define the agreement of the parties to share the cost of the WCR 31 Mill and Overlay, by approval of a Second Amendment to the IGA (“Second Amendment”); and

WHEREAS, the City is adequately staffed and suitably equipped to undertake and satisfactorily complete the City’s work on the Project; and

WHEREAS, it is in the best interest of the citizens of the City to enter into this Second Amendment.

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

NOW, THEREFORE, BE IT RESOLVED

Section 1. The City Council hereby authorizes the City to enter into the Second Amendment, 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 Second Amendment, so long as the substance of the Second Amendment remains unchanged.

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

the Greeley City Charter.

**PASSED AND ADOPTED, SIGNED AND APPROVED ON THIS ____ DAY OF _____,
2026.**

ATTEST

THE CITY OF GREELEY, COLORADO

By:_____
City Clerk

By:_____
Mayor

EXHIBIT A

**SECOND AMENDMENT TO INTERGOVERNMENTAL AGREEMENT
FOR CONSTRUCTION OF IMPROVEMENTS
TO "O" STREET & 59th AVENUE INTERSECTION**

This SECOND AMENDMENT TO INTERGOVERNMENTAL AGREEMENT FOR CONSTRUCTION OF IMPROVEMENTS TO "O" STREET & 59th AVENUE INTERSECTION ("Second IGA Amendment") is entered into this 24th day of December, 2025, between the City of Greeley, Colorado, a home rule municipality of the State of Colorado, whose address is 1000 10th Street, Greeley, Colorado 80631 ("GREELEY"), and the County of Weld, State of Colorado, by and through the Board of County Commissioners of the County of Weld, Colorado, whose address is P.O. Box 758, 1150 "O" Street, Greeley, Colorado 80632 ("WELD COUNTY"), each a "Party" and together the "Parties."

WHEREAS, GREELEY and WELD COUNTY entered into the attached Intergovernmental Agreement ("Original IGA") for Construction of Improvements to "O" Street & 59th Avenue Intersection ("PROJECT"), fully executed and effective August 25, 2021; and

WHEREAS, the Original IGA was amended by the attached IGA amendment, fully executed and effective August 16, 2023 ("First IGA Amendment") which expanded the PROJECT scope to include the WCR 31 Mill and Overlay, and extended the PROJECT completion date; and

WHEREAS, the Original IGA as amended by the First IGA Amendment is referred to herein as the "IGA;" and

WHEREAS, the parties wish to continue to work on the subject PROJECT and extend its completion date.

NOW, THEREFORE, FOR CONSIDERATION, THE ADEQUACY OF WHICH IS ACKNOWLEDGED, THE PARTIES AGREE AS FOLLOWS:

A. Paragraph 2 of the IGA, is hereby deleted in its entirety and replaced as follows:

2. PROJECT: Subject to the terms contained in this IGA, GREELEY plans to undertake and complete the PROJECT no later than December 31, 2026; however, if the PROJECT is not completed by December 31, 2026, GREELEY shall reimburse WELD COUNTY for any amount contributed for construction, inspection, and oversight of the intersection improvements portion of the PROJECT to that date. Provided, however, that WELD COUNTY will not be reimbursed by GREELEY for any costs associated with the WCR 31 Mill and Overlay portion of the PROJECT, which costs are identified in Section 4 below.

B. Paragraph 3 of the IGA is hereby deleted in its entirety and replaced as follows:

3. TERM: Unless WELD COUNTY provides GREELEY with sixty (60) days' notice, in writing, of cancellation of its participation in the PROJECT, the term of this Agreement shall be from the date first written above to and until such time as GREELEY has completed the PROJECT and all cost sharing obligations of the Parties have been fulfilled, subject to the terms set forth in Paragraph 2 of this IGA.

C. Paragraph 4 of the IGA is hereby deleted in its entirety and replaced as follows:

4. CONTRIBUTION BY WELD COUNTY: WELD COUNTY agrees, upon receipt of an invoice, to pay GREELEY the sum of \$1,669,565 to assist with construction, inspection, and oversight of the intersection improvements portion of the PROJECT. Such payment will be due to GREELEY within thirty (30) days following execution of this Second IGA Amendment. In addition, WELD COUNTY and GREELEY agree to share the costs associated with the WCR 31 Mill and Overlay which will be contracted for separately from the intersection improvements. For the WCR 31 Mill and Overlay Weld County shall pay Greeley the actual quantities and cost incurred by Greeley for work performed within Weld County's jurisdiction. Weld County's contribution for the WCR 31 Mill and Overlay expenditures shall not exceed \$1,291,763.00. Greeley shall invoice Weld County for these expenditures on a monthly basis as the work is completed and accepted. Weld County shall pay approved invoices received from Greeley within thirty (30) days.

D. Paragraph 11 of the IGA is hereby deleted in its entirety and replaced as follows:

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

GREELEY:
Bhooshan Karnik
Deputy PW Director/Chief Engineer
2835 W. 10th Street
Greeley, CO 80631

WELD COUNTY:
Kevin Hettinger
Deputy PW Director
1111 H Street
Greeley, CO 80632

E. A new Paragraph 13 is added to the IGA to read as follows:

13. APPROPRIATION: This IGA and the obligations of the Parties hereunder are expressly contingent upon the Parties budgeting and appropriating the funds needed to fulfill the obligations hereunder. Financial obligations of the Parties payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. Provided, however, that the Parties agree that each Party will use its best efforts to budget and appropriate sufficient sums to pay its share of the PROJECT costs in accordance with the allocation set forth in this IGA.

F. ALL OTHER TERMS OF THE IGA REMAIN IN FULL FORCE AND EFFECT.

IN WITNESS WHEREOF, the parties have executed this Second IGA Amendment in duplicate on the date written above.

GREELEY:

APPROVED AS TO SUBSTANCE:

Acting City Manager

APPROVED AS TO AVAILABILITY OF FUNDS:

Director of Finance

APPROVED AS TO LEGAL FORM:

City Attorney

WELD COUNTY:

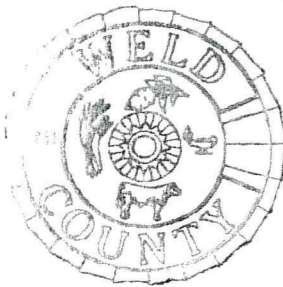
ATTEST: *Deborah E. Meisk*
WELD COUNTY Clerk to the Board

BOARD OF COUNTY COMMISSIONERS
WELD COUNTY, COLORADO

By: *Houston Aragon*
(Deputy) Clerk to the Board

By: *h*
Scott K. James, Chair Pro-Tem

DEC 24 2025



**INTERGOVERNMENTAL AGREEMENT
FOR CONSTRUCTION OF IMPROVEMENTS
TO "O" STREET & 59th AVENUE INTERSECTION**

THIS INTERGOVERNMENTAL AGREEMENT is made and entered into this 25th day of August, 2021, by and between the City of Greeley, Colorado, a home rule municipality of the State of Colorado, whose address is 1000 10th Street, Greeley, Colorado 80631, hereinafter referred to as "GREELEY," and the County of Weld, State of Colorado, by and through the Board of County Commissioners of the County of Weld, Colorado, whose address is P.O. Box 758, 1150 "O" Street, Greeley, Colorado 80632, hereinafter referred to as "WELD COUNTY."

WITNESSETH:

WHEREAS, at present, WELD COUNTY and GREELEY share operational maintenance and jurisdiction of the intersection of WCR 31 (also known as 59th Avenue) and WCR 64 (also known as "O" Street), hereinafter together referred to as the "O STREET & 59TH AVENUE INTERSECTION," which GREELEY intends to annex, and

WHEREAS, WELD COUNTY AND GREELEY wish to make certain improvements to the "O" STREET & 59TH AVENUE INTERSECTION, with said improvements being hereinafter referred to as the "PROJECT," and

WHEREAS, GREELEY has agreed to be the lead agency on design, acquiring right-of-way, utility relocations, and constructing the PROJECT, and

WHEREAS, GREELEY has budgeted \$5,212,000 to offset its portion of the costs of the construction of the PROJECT, and

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

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

1. **RECITALS:** The Recitals are incorporated into the Agreement as if fully set forth herein.
2. **PROJECT:** Subject to the terms contained in this Agreement, GREELEY plans to undertake and complete the PROJECT no later than December 31, 2022; however, if the PROJECT is not completed by December 31, 2023, GREELEY shall reimburse WELD COUNTY for any amount contributed to the PROJECT to that date.
3. **TERM:** Unless WELD COUNTY provides GREELEY with sixty (60) days' notice, in writing, of its cancellation of the PROJECT, the term of this Agreement shall be from the date first written above to and until such time as GREELEY makes the final payment described in Paragraph 4 below.

4. CONTRIBUTION BY WELD COUNTY: WELD COUNTY agrees, upon receipt of an invoice, after the PROJECT has been bid and awarded to a contractor, to pay to GREELEY the sum of \$1,669,565 in 2022 to assist with construction, inspection, and oversight of the PROJECT.
5. DESIGN AND CONSTRUCTION: GREELEY shall allow WELD COUNTY to review GREELEY's design prior to the PROJECT being approved for bid and awarded to a contractor. Should WELD COUNTY request any changes after the PROJECT has been bid and awarded to a contractor, WELD COUNTY shall pay for design and construction-related costs associated with such changes. GREELEY shall provide WELD COUNTY with pdf and electronic CAD as-built construction drawings upon completion of the PROJECT.
6. ANNEXATION OF PROJECT: Upon receipt of the completed petition for annexation from WELD COUNTY, GREELEY agrees to process the annexation of those portions of the PROJECT not currently within its jurisdiction that are eligible and able to be annexed.
7. ENTIRE AGREEMENT: This writing, together with the exhibits attached hereto, constitutes the entire agreement between the parties hereto with respect to the subject matter herein, and shall be binding upon said parties, their officers, employees, agents and assigns and shall inure to the benefit of the respective survivors, heirs, personal representatives, successors and assigns of said parties.
8. NO THIRD-PARTY BENEFICIARY ENFORCEMENT: It is expressly understood and agreed that the enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the undersigned parties and nothing in this Agreement shall give or allow any claim or right of action whatsoever by any other person not included in the Agreement. It is the express intention of the undersigned parties that any entity other than the undersigned parties receiving services or benefits under this Agreement shall be an incidental beneficiary only.
9. SEVERABILITY: If any term or condition of this Agreement shall be held to be invalid, illegal, or unenforceable, this Agreement shall be construed and enforced without such provision to the extent that this Agreement is then capable of execution within the original intent of the parties hereto.
10. MODIFICATION AND BREACH: No modification, amendment, notation, renewal, or other alteration of or to this Agreement shall be deemed valid or of any force or effect whatsoever, unless mutually agreed upon in writing by the undersigned parties. No breach of any term, provision, or clause of this Agreement shall be deemed waived or excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party hereto, or waiver of, a breach by any other party, whether express or implied, shall not constitute a consent to, waiver of, or excuse for any other different or subsequent breach.

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

GREELEY:

Joel Hemesath
Deputy PW Director
1001 9th Avenue
Greeley, CO 80631

WELD COUNTY:

Elizabeth Relford
Deputy PW Director
1150 "O" Street
Greeley, CO 80632

12. NO WAIVER OF GOVERNMENTAL IMMUNITY: No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections or other provisions, of the Colorado Governmental Immunity Act, C.R.S. §24-10-101, et seq., as applicable now or hereafter amended.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate on the date written above.

CITY OF GREELEY:

APPROVED AS TO SUBSTANCE:

DocuSigned by:
Roy H. Otto
City Manager

APPROVED AS TO AVAILABILITY OF FUNDS:

DocuSigned by:
John Karner
Director of Finance

APPROVED AS TO LEGAL FORM:

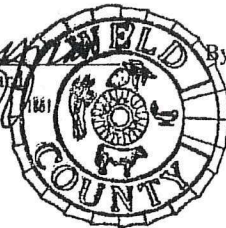
DocuSigned by:
Douglas Mark
City Attorney

ATTEST: Gather E. Mesick
WELD COUNTY Clerk to the Board

BOARD OF COUNTY COMMISSIONERS
WELD COUNTY, COLORADO

By: Chris K. James
(Deputy) Clerk to the Board

By: Scott K. James
Scott K. James, Pro-Tem



AUG 25 2021

2021-2553

**AMENDMENT TO INTERGOVERNMENTAL AGREEMENT
FOR CONSTRUCTION OF IMPROVEMENTS
TO "O" STREET & 59th AVENUE INTERSECTION**

This AMENDMENT TO INTERGOVERNMENTAL AGREEMENT FOR CONSTRUCTION OF IMPROVEMENTS TO "O" STREET & 59th AVENUE INTERSECTION ("IGA Amendment") is entered into this 16th day of August, 2023, between the City of Greeley, Colorado, a home rule municipality of the State of Colorado, whose address is 1000 10th Street, Greeley, Colorado 80631 ("GREELEY"), and the County of Weld, State of Colorado, by and through the Board of County Commissioners of the County of Weld, Colorado, whose address is P O Box 758, 1150 "O" Street, Greeley, Colorado 80632 ("WELD COUNTY")

WHEREAS, GREELEY and WELD COUNTY entered into the attached Intergovernmental Agreement for Construction of Improvements to "O" Street & 59th Avenue Intersection ("Original IGA"), fully executed and effective August 25, 2021, and,

WHEREAS, the parties wish to continue to work on the subject PROJECT until its completion, and

WHEREAS, GREELEY AND WELD COUNTY also desire to expand the Project scope of work to include a routine mill and overlay of Weld County Road (WCR) 31, also known as 59th Avenue in GREELEY, from the limits of these intersection improvements north to State Highway (SH) 392 ("the WCR 31 Mill and Overlay")

NOW, THEREFORE, FOR CONSIDERATION, THE ADEQUACY OF WHICH IS ACKNOWLEDGED, THE PARTIES AGREE AS FOLLOWS

A The recited amount GREELEY has budgeted to offset its portion of the costs of the construction of the improvements is increased from \$5,212,000 to \$7,245,017, and

B Paragraph 2 of the Original IGA is hereby deleted in its entirety and replaced as follows

2 PROJECT Subject to the terms contained in the Original IGA, GREELEY plans to undertake and complete the PROJECT no later than December 31, 2024, however, if the PROJECT is not completed by December 31, 2025, GREELEY shall reimburse WELD COUNTY for any amount contributed to the PROJECT to that date

C Paragraph 4 of the Original IGA is hereby deleted in its entirety and replaced as follows

4 CONTRIBUTION BY WELD COUNTY WELD COUNTY agrees, upon receipt of an invoice, after the PROJECT has been bid and awarded to a contractor, to pay to GREELEY the sum of \$1,669,565 in 2024 to assist with construction, inspection, and oversight of the PROJECT In addition, WELD COUNTY AND GREELEY agree to share fifty-fifty (50/50) the costs associated with the WCR 31 Mill and Overlay, which will be included with the PROJECT bid

D Paragraph 11 of the Original IGA is hereby deleted in its entirety and replaced as follows

2023-2415

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

GREELEY	WELD COUNTY
Bhooshan Karnik	Elizabeth Relford
Deputy PW Director/Chief Engineer	Deputy PW Director
2835 W 10th Street	1150 "O" Street
Greeley, CO 80631	Greeley, CO 80632

D ALL OTHER TERMS OF THE ORIGINAL IGA REMAIN IN FULL FORCE AND EFFECT

[Remainder of page intentionally left blank, signature page to follow]

IN WITNESS WHEREOF, the parties have executed this Amended IGA in duplicate on the date written above.

GREELEY:

APPROVED AS TO SUBSTANCE:

DocuSigned by:
Raymond C. Lee III
City Manager

APPROVED AS TO AVAILABILITY OF FUNDS:

DocuSigned by:
Sammy Hitchens
Director of Finance

APPROVED AS TO LEGAL FORM:

DocuSigned by:
[Signature]
City Attorney

WELD COUNTY:

ATTEST: Gather E. Meick
WELD COUNTY Clerk to the Board

BOARD OF COUNTY COMMISSIONERS
WELD COUNTY, COLORADO

By: [Signature]
(Deputy) Clerk to the Board

By: Mike Freeman
Mike Freeman, Chair



AUG 16 2023

2020-2415



Council Agenda Summary

February 3, 2026

Key Staff Contact: Mandy Shreve, Homeless Solutions Director

Title:

Resolution authorizing the City of Greeley to enter into an External Grant Agreement between the City and United Way of Weld County to fund a shelter

Summary:

The City of Greeley Homeless Solutions Department plans to obligate \$1.2 million to the United Way of Weld County homeless shelter to assist the shelter to maintain year-round operations during the 2025/2026 shelter season which started on October 30, 2025, and with this funding, will end October 31, 2026. The funds for this grant were approved for this purpose as part of the 2026 budget process and are sourced from City general funds designated to the Homeless Solutions Department in its 2026 administrative budget. The Homeless Solutions Department, in partnership with the Finance Department, will manage the monitoring of these funds and their disbursements, with guidance from the City Attorney's Office. Disbursements will be made on a reimbursement basis following a multi-departmental review and will be contingent on United Way abiding by the requirements specified in the agreement.

In early 2025, the Homeless Solutions Department completed gap analysis of the Homeless Response System with our community partners. The emergency shelter was one of the areas identified as needing expansion. By keeping the shelter open year-round, the number of emergency beds is sufficient to meet the majority of the current need. This is the first time the shelter has ever remained open year-round.

In previous years leading up to 2026, the City has obligated funds to United Way to support the operations of the homeless shelter. Sources of this funding have varied and include CDBG-CV funds, HOME funds, and City of Greeley general funds.

Fiscal Impact:

If approved, will this item result in a positive, negative, or no impact on the budget?

Negative Impact: What is the onetime and/or ongoing amount? \$1 million onetime and \$200,000 ongoing

Is it budgeted? Yes

If yes, what source and fund will be used? \$1 million in onetime General Funds obligated by Council in the 2026 budget process and \$200,000 in ongoing Homeless Solutions Department General Funds.

Are there any long-term financial impacts? This is a 2026 onetime allocation. Funding for the shelter operations in the future we would be determined in 2027 budget adoption.

Is there grant funding for this item? Yes

Legal Issues:

None

Other issues and Considerations:

None.

Strategic Focus Area:

Housing For All

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:

Adopt the resolution.

Attachments:

1. Resolution No. 16, 2026 with Exhibit A

CITY OF GREELEY, COLORADO
RESOLUTION NO. 16, 2026

**A RESOLUTION AUTHORIZING THE CITY OF GREELEY TO ENTER INTO AN
EXTERNAL GRANT AGREEMENT BETWEEN THE CITY AND UNITED WAY OF
WELD COUNTY TO FUND A SHELTER**

WHEREAS, the City desires to provide a grant funding opportunity to the United Way of Weld County, a local non-profit, to support the operation of a shelter in the City; and

WHEREAS, the City has determined the United Way of Weld County's eligibility as it provides a public benefit; and

WHEREAS, the United Way of Weld County, through partnership with the City of Greeley Homeless Solutions Department, has requested funding to assist the Shelter operated by United Way to maintain year-round overnight operations; and

WHEREAS, the Shelter plans to operate through October 31, 2026, which provides immediate, secure and safe lodging and essential resources to individuals experiencing homelessness and; and

WHEREAS, the United Way of Weld County will continue to help fundraise for continued operations; and

WHEREAS, the City has funding available to support execution of the External Grant Agreement.

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

Section 1. The City Council hereby authorizes the City to enter into an External Grant Agreement with United Way of Weld County to provide funding to the Shelter in the amount of \$1,200,000, which is needed to fund the shelter throughout the year, a copy of the Agreement is attached and incorporated herein as Exhibit A.

Section 2. The City Council hereby delegates authority to City staff and legal counsel to make changes and modifications to the Agreement before execution, provided the material substance remains unchanged.

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

PASSED AND ADOPTED, SIGNED AND APPROVED THIS _____ DAY OF _____, 2026.

ATTEST:

THE CITY OF GREELEY, COLORADO

By: _____ By: _____
City Clerk Mayor

EXHIBIT A

EXTERNAL GRANT AGREEMENT

This Grant Agreement is made and entered into this ____ day of February, 2026 by and between City of Greeley ("City") 1000 10th Street, Greeley Colorado as Grantor and **United Way of Weld County**, 814 9th Street, Greeley, Colorado, as Grantee ("Grantee").

WHEREAS, City has determined to provide a grant funding opportunity to the United Way of Weld County, a local non-profit, to support the operation of a shelter in the City; and

WHEREAS, City of Greeley has determined the Grantee's eligibility as it provides a public benefit; and

WHEREAS, United Way of Weld County, through partnership with the City of Greeley Homeless Solutions Department ("Department"), submitted a proposal for funding to assist the Cold Weather Shelter operated by United Way to maintain their year round overnight operations (given other proposed funding is also granted) and extreme weather weekend day services as funding permits with consultation from City representatives from February 1, 2026 through December 31, 2026, which serves the chronically homeless who have the most complex needs, to ensure there is a safe place for this population, to decrease the flood of people who have no place to go, and to lessen cost to City departments responsible for encampment cleanup; and

WHEREAS, in good faith, United Way will continue to help fundraise for continued operations.

NOW THEREFORE, the parties agree to the Agreement in full, and that the terms set forth below ("Agreement") shall supersede all terms in the prior Agreement.

1. **The Award.** The City will award and release to United Way of Weld County, hereafter referred to as Grantee, a sum of up to \$1,200,000 (the "Grant Funds") pursuant to the payment terms in Paragraph 4, which is needed to fund the shelter as requested in the Budget Proposal ("Exhibit A").
2. **Use of Funds.** Grant funds will be used by Grantee for the sole purpose of the project described in the proposal attached hereto as Exhibit A and incorporated herein by this reference ("Project"). Grantee shall comply with the budget attached hereto as Exhibit B and incorporated herein by this reference ("Approved Budget"). The proposal and the Approved Budget shall together be referred to as the "Approved Expenses."
3. **Term.** This Agreement shall be effective from February 1, 2026 ("Effective Date"), through December 31, 2026.
4. **Payment of Funds.**
 - a. The Grantee shall be awarded a total cumulative amount not to exceed 1,200,000.00 for the Project.

- b. The Grantee will use the Grant Funds to pay costs actually incurred between the period of February 1, 2026 through December 31, 2026 in accordance with the approved budget and the performance of the services set forth in the proposal (“Approved Services”) under this Agreement in an amount not to exceed \$1,200,000. Grantee cannot submit expenses reimbursed by other funding, grants, agreements, or donations. City shall have the right to disapprove an expense paid for with Grant Funds and recoup funds already transmitted to Grantee for work that is not an Approved Expense.
- c. Costs incurred shall only be as necessary and allowable to carry out the purposes and activities of the Approved Expenses and may not exceed the maximum set in each line item of the Approved Budget without first seeking prior approval of City
- d. **Invoices or Documentation for Spending Funds.** On or before the twentieth (20th) day of the month, in any event no later than thirty (30) days after the earlier of the expiration or termination of this Agreement, Grantee shall submit to the City a quarterly expenditure report, the form of which is attached hereto as Exhibit C, and all invoices or other applicable documentation, as outlined below, for the most recent quarter ended, setting forth actual expenditures of Grantee in accordance with this Agreement. Within twenty-one (21) working days from the date it receives such report, the City may disallow an expense by notifying Grantee of the reason(s) why the expense is disallowed. If expenses are approved, no notice will be given.
 - i. **Invoices for Payroll** - If the Grantee is utilizing awarded funds for payroll costs for Grantee’s employees, the documentation shall include timesheets and pay statements with employee’s personally identifiable information redacted. The documentation will include, at minimum, dates and hours worked and total compensation paid, including benefits if such costs are requested for reimbursement by the Grantee. For paid time off, sick leave allowances, and other costs the documentation shall include at least the number of hours and the hourly rate value of the time granted.
 - ii. **Invoices for Materials, Equipment, or Services** - If the Grantee is utilizing funds for the purchase of materials or services, the documentation shall include vendor invoices and proof of payment such as a cleared check, bank statement, or electronic funds transfer receipt.
 - iii. **Administrative Overhead** - Grantee may expend no more than 15% of the total award for administrative overhead and/or indirect costs to implement the Project. Grantee shall itemize these expenses in the quarterly budget report.
- e. Any funds not expended December 31, 2026 and submitted for reimbursement to the City by the Grantee by January 20, 2027, will revert to the City.

5. **Grantee Representations.**

- a. Grantee warrants that it has familiarized itself with the nature and extent of this Agreement and with all federal, state, and local laws, ordinances, rules, and regulations that in any manner may affect Grantee's performance under this Agreement.
- b. Grantee is obligated to satisfy the obligations set forth in its proposal.
- c. Grantee represents and warrants to City that it has the experience and ability to perform its obligations under this Agreement; that it will perform said obligations in a professional, competent and timely manner and with diligence and skill; that it has the power to enter into and perform this Agreement; and that its performance of this Agreement shall not infringe upon or violate the rights of any third party, or violate any federal, state or local laws. The City will not determine or exercise control as to general procedures or formats necessary for Grantee to meet this warranty.
- d. Grantee represents and warrants to City that the funds are necessary to accomplish the financial requirements of the Project.
- e. Grantee shall maintain appropriate financial management systems and financial records. Grantee shall adopt such additional financial management procedures as may from time to time be prescribed by City if required by applicable laws, regulations, or guidelines from its federal and state government funding sources. Grantee shall maintain detailed, itemized documentation and records of all income received and expenses incurred pursuant to this Agreement.
- f. Final payment request(s) under this Agreement must be received by City no later than twenty (20) days before the earlier of the expiration date or termination date of this Agreement. No payment request will be accepted by City after date. Grantee agrees to release and forever discharge City, its agents, employees, representatives, affiliates, successors and assigns from any and all claims, demands, damages, liabilities, actions, causes of action or suits of any nature whatsoever, which Grantee has at the time of acceptance of final payment or may thereafter have, arising out of or in any way relating to any and all injuries and damages of any kind as a result of or in any way relating to this Agreement. This provision shall survive the expiration or termination of this Agreement.
- g. Grantee's obligations to City under this Agreement shall not terminate until all closeout requirements are completed to the satisfaction of City. Such requirements shall include, without limitation, submitting final reports to City and providing any closeout-related information requested by City by the deadlines specified by City. This provision shall survive the expiration or termination of this Agreement.

6. Cooperation in Monitoring and Evaluation.

- a. **City Responsibilities.** City shall monitor, evaluate, and provide guidance and direction to Grantee regarding the conduct of services performed under this Agreement. Grantee has the responsibility to determine whether Grantee has spent funds in accordance with this Agreement. City shall monitor the activities of Grantee and may require Grantee to take corrective action if deficiencies are found.
 - b. **Grantee Responsibilities.**
 - i. Grantee shall permit City to carry out monitoring and evaluation activities, including any performance measurement system required by applicable law, rule or regulation. Grantee agrees to ensure, to the greatest extent possible, the cooperation of its agents, employees and board members in such monitoring and evaluation efforts. This provision shall survive the expiration or termination of this Agreement.
 - ii. Grantee shall maintain records and submit them to the City upon request. This includes itemized invoices paid to contractors or for goods or services that are paid for with City funds or which otherwise are necessary to confirm compliance with this Agreement.
 - c. Grantee shall cooperate fully with any reviews or audits by authorized representatives of City. Grantee agrees to ensure to the extent possible the cooperation of its agents, employees and board members in any such reviews and audits. This provision shall survive the expiration or termination of this Agreement. Refer to details of monitoring requirements in document attached hereto as Exhibit A.
7. **Reports/Accountability/Public Information.** Grantee will allow the City, its auditors, and other persons authorized by the City to inspect and copy its books and records for the purpose of verifying that monies provided to Grantee pursuant to this Agreement were used in compliance with this Agreement. Grantee will retain such records for seven (7) years after receipt of final payment under this Agreement unless permission to destroy them is granted by the City. Grantee shall not issue any statements, releases or information for public dissemination without prior approval of the City.
 8. **Permits and Compliance with Laws.** Grantee will obtain, in a timely manner, all required permits, licenses and approvals, and will meet all requirements of all local, state and federal laws, rules and regulations which must be obtained or met in connection with construction of the Project. It is the responsibility of the Grantee to be familiar with all applicable laws, restrictions, and obligations pursuant to this Agreement.
 9. **Independent Contractor Status.** The parties agree that Grantee, its agents, employees, contractors, or subcontractors, are independent contractors for purposes of this Agreement and are not to be considered employees or agents of the City for any purpose. Grantee and its agents, employees, contractors, or subcontractors, are not

subject to the terms and provisions of the City's personnel policies and may not be considered a City employee for workers' compensation or any other purpose. Grantee, its agents, employees, contractors, or subcontractors, are not authorized to represent the City or otherwise bind the City in any way.

10. **Default and Termination.** If Grantee fails to comply with any condition of this Agreement at the time or in the manner provided for, the City may terminate this Agreement if the default is not cured within fifteen (15) working days after written notice is provided to Grantee. The notice will set forth the items to be cured. If this Agreement is terminated pursuant to this Section, Grantee will repay to the City any Grant funds already delivered to Grantee for the Project but not yet expended. The City may terminate this Agreement at any time for convenience upon 30 days' written notice and may refuse reimbursement for work or services performed outside the scope and terms of the Agreement.
11. **Limitation on Grantee's Damages; Time for Asserting Claim.**
 - a. In the event of a claim for damages by Grantee under this Agreement, Grantee's damages shall be limited to contract damages and Grantee hereby expressly waives any right to claim or recover consequential, special, punitive, lost business opportunity, lost productivity, field office overhead, general conditions costs, or lost profits damages of any nature or kind.
 - b. In the event Grantee wants to assert a claim for damages of any kind or nature, Grantee must first provide City with written notice of its claim, the facts and circumstances surrounding and giving rise to the claim, and the total amount of damages sought by the claim, within ninety (90) days of the facts and circumstances giving rise to the claim. In the event Grantee fails to provide such notice, Grantee shall waive all rights to assert such claim.
12. **Representatives.**
 - a. **City's Representative.** The City's Representative for the purpose of this Agreement shall be the Finance Director, or such other individual as City designates in writing. Whenever approval or authorization from or communication or submission to City is required by this Agreement, such communication or submission shall be directed to the City's Representative and approvals or authorizations shall be issued only by such Representative; provided, however, that in exigent circumstances when City's Representative is not available, Grantee may direct its communication or submission to other designated City personnel or agents and may receive approvals or authorization from such persons.
 - b. **Grantee's Representative.** Grantee's Representative for the purpose of this Agreement shall be Melanie Woolman, President & CEO, or such other individual as Grantee shall designate in writing. Whenever direction to or communication with Grantee is required by this Agreement, such direction or communication shall be provided to Grantee's Representative; provided,

however, that in exigent circumstances when Grantee's Representative is not available, City may provide its direction or communication to other designated Grantee personnel or agents. Grantee has identified the following representatives for specific communications:

For invoicing questions

Tracy Hanely
Staff Accountant
thanley@unitedway-weld.org

For general fiscal questions

Ari Dirks
Staff Accountant II
Adirks@unitedway-weld.org

13. **Indemnity/Waiver of Claims/Insurance.** To the fullest extent permitted by law, Grantee agrees to defend, indemnify, and hold the City and its agents, representatives, employees, and officers (collectively referred to for purposes of this Section as the City) harmless against all third-party claims, demands, suits, damages, losses, and expenses, including reasonable defense attorney fees, which arise out of, relate to or result from Grantee's (i) acts or omissions, or (ii) negligence, or (iii) willful or reckless misconduct.
- a. Such obligations shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist. The indemnification obligations of this Section must not be construed to negate, abridge, or reduce any common-law or statutory rights of the indemnitee(s) which would otherwise exist as to such indemnitee(s). Grantee's indemnification obligations under this Section shall be without regard to and without any right to contribution from any insurance maintained by City.
 - b. Should City be required to bring an action against Grantee to assert its right to defense or indemnification under this Agreement or under Grantee's applicable insurance policies required below, City shall be entitled to recover reasonable costs and attorney fees incurred in asserting its right to indemnification or defense but only if a court of competent jurisdiction determines Grantee was obligated to defend the claim(s) or was obligated to indemnify City for a claim(s) or any portion(s) thereof.
 - c. Grantee also waives all claims and recourse against the City or its officers, agents or employees, including the right of contribution for loss or damage to person or property arising from, growing out of, or in any way connected with or incident to the performance of this Agreement.
 - d. These obligations shall survive termination of this Agreement.
 - e. In addition to and independent from the above, Grantee shall at Grantee's expense secure insurance coverage through an insurance company or

companies duly licensed and authorized to conduct insurance business in Colorado which insures the liabilities and obligations specifically assumed by Grantee in this Section. The insurance coverage shall not contain any exclusion for liabilities specifically assumed by Grantee in this Section unless and to the extent coverage for such liability is not reasonably available.

- f. The insurance shall cover and apply to all claims, demands, suits, damages, losses, and expenses that may be asserted or claimed against, recovered from, or suffered by the City without limit and without regard to the cause therefore and which is acceptable to the City and Grantee shall furnish to the City an accompanying certificate of insurance and accompanying endorsements in amounts not less than as follows:
 - Workers' Compensation - statutory
 - Employers' Liability \$1,000,000 each accident
 - Commercial General Liability - \$1,000,000 per occurrence; \$2,000,000 annual aggregate
 - g. City of Greeley, its officers, agents, and employees, shall be endorsed as an additional or named insured on a primary non-contributory basis on the Commercial General Liability policy. The insurance and required endorsements must be in a form suitable to City and shall include no less than a thirty (30) day notice of cancellation or non-renewal. The City must approve all insurance coverage and endorsements prior to delivery of Grant funds to Grantee. Grantee shall notify City within two (2) business days of Grantee's receipt of notice that any required insurance coverage will be terminated or Grantee's decision to terminate any required insurance coverage for any reason.
14. **Integration and Modification.** This document, including all documents incorporated by reference, contains the entire agreement between the parties and no statements, promises or inducements made by either party or agents of either party not contained in this written Agreement may be considered valid or binding. This Agreement may not be modified except by written agreement signed by both parties.
 15. **No Assignment.** Grantee may not subcontract or assign Grantee's rights, including the right to Grant payments, or any other rights or duties arising hereunder, without the prior written consent of City.
 16. **No Third-Party Beneficiary.** The terms and provisions of this Agreement are intended solely for the benefit of each party and their respective successors and assignees. It is not the parties' intent to confer third party beneficiary rights upon any other person or entity.
 17. **Choice of Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Colorado without regard to conflict of law provisions.
 18. **Non-Waiver.** A waiver by either party of any default or breach by the other party of any terms or conditions of this Agreement does not limit the other party's right to

enforce such term or conditions or to pursue any available legal or equitable rights in the event of any subsequent default or breach.

19. **Severability.** If any portion of this Agreement is held to be void or unenforceable, the balance of the Agreement shall continue in effect.
20. **Counterparts and Electronic Signatures.** This Agreement may be executed in counterparts, which together constitute one instrument. All parties agree to the use of Electronic Signatures to execute this Agreement.
21. **Fund Availability:** Financial obligations of the City payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise available. If funds are not appropriated, budgeted, or made available, this Contract shall immediately terminate without further obligation on the part of the City.
\\
22. **Governmental Immunity:** 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, notice requirements or other provisions, of the Colorado Governmental Immunity Act, C.R.S. 24-10-101 et seq. as applicable now or hereafter. There is no intent to waive or restrict governmental immunity.
23. **Prohibition of Pledging Credit and No Aid to Corporations:** Pursuant to Colorado Constitution Article XI, Sections 1 and 2 and Article X, section 20, the City shall not indemnify or hold harmless Grantee or any party related or operating under this Contract. No provision in the Contract shall limit or set the amount of damages available to the City to any amount other than the actual direct and indirect damages to the City, regardless of the theory or basis for such damages. Any provision included or incorporated herein by reference which purports to negate this provision in whole or in part shall not be valid or enforceable or available in any action at law or equity, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by this provision shall not invalidate the remainder of the Contract.
24. **Notice:** All notices shall be in writing and shall be deemed to have been sufficiently given or served when presented personally, by email, or by mail to designated contact set forth below. Such addresses may be changed by notice to the other party given the same manner.

If to City: Kirk Jones, Interim Finance Director
 City of Greeley
 1100 10th Street
 Greeley, CO 80631

If to Grantee: Melanie Woolman, President & CEO
 United Way of Weld County
 814 9th Street, Greeley, Colorado 80631

IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year indicated below.

United Way of Weld County

BY: _____
Melanie Woolman
President & CEO

CITY OF GREELEY, COLORADO

BY: _____
Brian McBroom
Acting City Manager

APPROVED AS TO AVAILABILITY OF FUNDS:

BY: _____
Kirk Jones
Interim Director of Finance

APPROVED AS TO LEGAL FORM:

BY: _____
Stacey Aurzada
City Attorney

Exhibit A

Within 30 days of the effective date, grantee will provide copies of:

- Information on the Board of Directors activity, composition, policies, and transparency
- Organizational structure
- Intake forms and procedures
- Clients' rights, grievance and confidentiality documents and process
- Policy and Procedure Guide, and Employee Handbook

Monthly reporting to include:

- Demand:
 - a. How many served at the overnight shelter monthly and year to date?
 - b. How many served at the overnight shelter stayed 10 days, 20 days or the whole 30 days that month.
 - c. Based on understanding the number of nights they stay from above, how many can be assumed as self-resolved?
 - d. How many served from Greeley for the month and year to date?
 - e. How many meals served at the overnight shelter for the month and year to date?
 - f. What is the correlation between the weather and the number of people served? Wanting to see if there is a decrease or increase in who utilizes the shelter during cold weather /warm weather.
 - g. Number of reductions in emergency service calls with overnight shelter open and what is the approximate cost savings in the reduction.
- Outcomes:
 - a. Successful exits to Housing
 - b. Employment of income gains
 - c. Connections to Services
- Client Story: Personal story from someone who is currently or has stayed at the shelter and the impact the shelter has made to help them become housed or just stay safe while they have or are experiencing homelessness.

Quarterly reporting to include:

- Financial statements including a completed expenditure form (Exhibit C) and backup documentation showing proof of purchase/service and proof of payment.
- Incident Reporting
 - a. Type of incident
 - b. Result of incident

Quarterly site visits to include:

- Clean, well-maintained facility.
- Safe sleeping arrangements, secure storage, and accessible hygiene facilities
- Fire safety, emergency preparedness, and security protocols.
- ADA accessibility and accommodations for diverse needs

Resident Experience and Equity

- Guest satisfaction surveys to be completed at 6 months and 12 months in collaboration with COG
- Any suggestions/feedback on shelter operations provided to shelter staff will be included in monthly reporting

	Shelter Budget	
	2026	
	All other Funds	COG 2026 Funds
REVENUES	Amount	Amount
Individuals/HCTC	\$ 29,874.00	
Foundations	\$ 65,000.00	
Federal Grants		
CDBG (GURA)	\$ 90,818.00	
Parole (Dept of Corrections)	\$ 10,000.00	
State Grants		
THRG	\$ 36,545.00	
HRP 2025-2026	\$ 60,000.00	
HRP 2026-2027	\$ 50,000.00	
City Grants		
General Funds 2025 (Carry over)	\$ 25,000.00	
General Funds 2026		\$ 1,200,000.00
Weld Trust		
2025	\$ 250,000.00	
Total	\$ 617,237.00	\$ 1,200,000.00
EXPENSES		
Salaries	\$ 169,137.00	\$ 540,000.00
Benefits & Taxes	\$ 31,806.00	\$ 109,000.00
Supplies	\$ 23,192.00	\$ 34,308.00
Operational Exp (phones, adv, mileage, printing etc.)	\$ 4,026.00	\$ 4,474.00
HMIS	\$ 1,000.00	\$ 1,000.00
Furniture/Equipment	\$ 1,750.00	\$ 1,750.00
Staff development, meetings & trainings	\$ 5,000.00	\$ 5,000.00
Rent	\$ 82,116.00	\$ 42,116.00
Professional/Contracted Services		
*Contracted (Plumbers, Electricians, HVAC, Etc.)	\$ 8,265.00	\$ 8,985.00
*Security	\$ 55,936.00	\$ 134,000.00
*Bio Hazard	\$ 2,500.00	\$ 2,500.00
*IT Support	\$ 1,000.00	\$ 1,000.00
*Meals/Food	\$ 92,000.00	\$ 130,000.00
Client Services (Motel, Bus Passes & Program Incentive	\$ 12,087.00	\$ 1,367.00
Building maintenance	\$ 850.00	\$ 4,500.00
Shared (IT, Finance, HR, Payroll, Etc.)	\$ 126,572.00	\$ 180,000.00
Total	\$ 617,237.00	\$ 1,200,000.00
Balance	\$ -	\$ -

Revenue		
Greeley Interfaith Association	\$	5,000
First Interstate Bank	\$	5,000
Independent Financial	\$	5,000
NE Health Partners	\$	15,000
Christ Community Church	\$	35,000
CO DOLA - THRG	\$	36,545
CO DOLA - HRP (2025-2026)	\$	60,000
CO DOLA - HRP (2026-2027)	\$	50,000
City of Greeley - CDBG/GURA	\$	90,818
City of Greeley - 2025 Carry Over	\$	25,000
City of Greeley	\$	1,200,000
The Weld Trust	\$	250,000
HCTC/Other (Individual Donations)	\$	39,874
TOTAL	\$	1,817,237
Expense		
Salaries	\$	699,137
Benefits & Taxes	\$	140,806
Supplies	\$	57,500
Operational Exp (phones, adv., mileage, Printing)	\$	8,500
HMIS	\$	2,000
Furniture & Equipment	\$	3,500
Staff Development, Meetings & Training	\$	15,000
Rent	\$	124,232
<i>Professional Services (Food/Security, etc.)</i>		
*Contractors (Plumbers, Electricians, HVAC Etc.)	\$	17,250
*Security	\$	189,936
*Bio Hazard	\$	5,000
*IT Support	\$	2,000
*Prepared Meals	\$	222,000
Client Emergency Needs (Motel, Bus Passes & Program Incentives)	\$	18,454
Maintenance	\$	5,350
Shared/Indirect	\$	306,572
TOTAL	\$	1,817,237
REVENUE LESS EXPENSES	\$	-



GRANT AGREEMENT

QUARTERLY EXPENDITURE REPORT FORM

1. Organization Name: _____

2. Project Title: _____

3. Expense Category (choose all that apply)

☐ Payroll

☐ Grants or scholarships to individuals

☐ Revenue Loss

☐ Grants of materials or equipment to individuals

☐ Materials and/or Services

☐ Administrative overhead/indirect costs

4. Description of Prior Quarter Expenditure Invoices/Documentation (required - 2,000 characters max)

5. Is documentation attached? (check if applicable)

☐ Payroll: time sheets and pay statements with personally identifiable information redacted

☐ Revenue Loss: audited financial statements comparing revenue in relevant time frames

☐ Materials and/or Services: Vendor invoices plus proof of payment

☐ Grants of funds or materials to individuals or organizations - itemized lists of recipients

☐ Administrative overhead/indirect costs or other documentation

6. Time period covered by this report: _____

7. Is this the final quarterly report for this grant project? ☐ Yes ☐ No

I attest that the provided documentation is for expenditures related to the project included the grant agreement signed with City of Greeley. The activities funded with these expenditures comply with U.S. Treasury guidance for the use of American Rescue Plan Act - Fiscal Recovery Funds and the grant agreement signed with City of Greeley.

GRANTEE:

By: _____

Name: _____ Date: _____

(Must be signed by Representative identified in Grant Agreement)



Council Agenda Summary

February 3, 2026

Key Staff Contact: Mandy Shreve, Homeless Solutions Director

Title:

Resolution to approve Homeless Solutions Department grant award and spending authority related to the Fines grant 2025/2026

Summary:

The Homeless Solutions Department has successfully applied for and received a grant award from the Competency Fines Committee in the amount of \$75,240. The purpose of the funds is to provide support and resources to address homelessness in Greeley for individuals involved in the competency restoration system through Street Outreach and Rapid Rehousing programming supports. The Department previously received a grant award from this source in 2023 to support 3 competency involved clients in obtaining and maintaining stable housing. This grant term ended on September 30, 2025 and the program remains successful.

Fiscal Impact:

If approved, will this item result in a positive, negative, or no impact on the budget?

Positive Impact: What is the onetime and/or ongoing amount? This award will add \$75,240 to the department budget in 2026 allowing the department to expand services temporarily to support an additional 26 individuals within the competency system. There is no match required for this grant, although in the grant application the department outlined the contribution from the City General Funds for administrative grant management, team management, and case management that will contribute to the success of the program.

Is it budgeted? Yes

Does it require a new appropriation? Yes, Budget has been notified

Are there any long-term financial impacts? If the grant award is not renewed, the department will not have funding to continue these services thus decreasing its reach. No changes will have to be made to positions in the department without this grant funding because of the low touch nature of this programming.

Is there grant funding for this item? Yes

Legal Issues:

None

Other issues and Considerations:

None

Strategic Focus Area:

Housing For All

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:

Adopt the resolution.

Attachments:

1. Resolution No. 17, 2026 with Exhibit A

**CITY OF GREELEY, COLORADO
RESOLUTION NO. 17, 2026**

**A RESOLUTION TO APPROVE HOMELESS SOLUTIONS GRANT AWARD &
SPENDING AUTHORITY RELATED TO THE FINES GRANT 2025/2026**

WHEREAS, the Homeless Solutions Department has successfully applied for and received a grant award, which will be an amendment, attached as Exhibit A, to the original 2023 contract for the Fines grant administered by the Competency Fines Committee; and

WHEREAS, the Fines Grant are funds delegated in a consent decree from a court case involving the Department of Human Services; and

WHEREAS, the purpose of the funds is to provide funding to the Homeless Solutions Department to provide support and resources to address homelessness in Greeley for individuals involved in the competency restoration system; and

WHEREAS, this funding aligns with the City of Greeley's strategic goals to reduce homelessness and prioritize Housing for All.

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

Section 1. That the City Manager is hereby authorized to finalize the executed First Amendment of Memorandum of Understanding, attached as Exhibit A, with the Competency Fines Committee, for the receipt of grant funds to be used tenancy support services, in a form modified and approved by the City Attorney consistent with the terms, conditions, and objectives of the agreement presented to Council.

Section 2. This Resolution shall take effect immediately upon its passage.

PASSED AND ADOPTED, SIGNED AND APPROVED THIS ____ DAY OF _____, 2026.

ATTEST:

THE CITY OF GREELEY, COLORADO:

By: _____
City Clerk

By: _____
Mayor

EXHIBIT A

FIRST AMENDMENT OF MEMORANDUM OF UNDERSTANDING

1. PARTIES. This First Amendment of Memorandum of Understanding (“First Amendment”) amends the terms of a previous agreement made by and between City of Greeley (“Program”) and the Competency Fines Committee (“Committee”), a committee established pursuant to the Consent Decree in the United States District Court case 1:11-CV-02285-NYW captioned *Center for Legal Advocacy, d/b/a Disability Law Colorado v. Michelle Barnes in her official capacity as Executive Director of the Colorado Department of Human Services, et al.* Program and Committee are collectively referred to hereafter as the “Parties”.
2. RECITALS AND PURPOSE. The Parties entered into a Memorandum of Understanding (“MOU”) whereby the Program agreed to provide certain supportive services to individuals referred to it in exchange for payment made by the Committee. The MOU was executed October 18, 2023. Unless specified herein, all terms of the agreement shall remain in effect.
3. EXTENSION. The Parties agree to extend the original termination date, listed in MOU section 4A. The agreement shall now expire on September 30, 2026.
4. ADDITIONAL FUNDS. The Committee agrees to provide additional funding in the amount of \$75,240 to the Program upon execution of this Amendment. The funding shall be spent by the Program according to the budget detailed in Exhibit A.

IN WITNESS WHEREOF, each of the Parties has caused this First Amendment to be executed on its behalf as of the date first below written by its officer or representative who is duly authorized.

CITY OF GREELEY

APPROVAL AS TO AVAILABILITY OF FUNDS:

Signed by: Alena Portis

By: _____

9ACD392C86A04B3

Date: 11/17/2025

Name: Allena Portis
Title: Chief Financial Officer

APPROVAL AS TO LEGAL FORM:

Signed by:

By: 7ED5BD3C076445D... Date: 11/17/2025

Name: Bobbier Cranston
Title: Supervising Senior Attorney

APPROVAL AS TO SUBSTANCE:

DocuSigned by:

By: B80FD0744BA543F... Date: 11/19/2025

Name: Raymond C. Lee III
Title: City Manager

FINES COMMITTEE

By:  Date: October 6, 2025

Name: Dr. Neil Gowensmith
Title: President, Groundswell Services

Exhibit A. Program Budget

<i>Item</i>	<i>Cost</i>
<i>Outreach Program Budget</i>	
Documentation	\$100
Supplies and food	\$50
20-ride bus pass	\$27
Total cost per client per year	\$177
Total for twenty clients	\$3,540
<i>Rapid Rehousing Program Budget</i>	
Rental Assistance	\$5,200
Security Deposits	\$2,600
Furniture	\$1,000
Landlord incentives	\$500
Supplies and food	\$250
Bridge housing	\$2,400
Total cost per client per year	\$11,950
Total for six clients	\$71,700
Total Budget	\$75,240



Council Agenda Summary

Title:

Pulled Consent Agenda Items

Summary:

Pulled Consent Agenda items will be considered in the order they appeared on the consent agenda.



Council Agenda Summary

February 3, 2026

Key Staff Contact: Brian McBroom, Acting City Manager

Title:

Resolution of the Greeley City Council urging voters to vote "No" on Ballot Question 1A

Summary:

The Greeley City Council enacted Ordinance 30, 2025 on September 16, 2025, establishing a Planned Unit Development (PUD) zoning for six separate parcels generally located north of US Highway 34, east of Weld County Road 17 and west of State Highway 257. This PUD established zoning for 220.568 acres that were annexed to the City of Greeley on September 16, 2025 (the Kinnison Annexation and the Schmerge Annexation) and rezoned 613.218 acres. The properties subject to the PUD are owned by the City of Greeley, Patriot Energy, LLC and VIMA Partners, LLC.

On September 23, 2025, Rhonda Solis and Brandon Wark, through their attorney West Group, submitted a Notice of Protest of Ordinance 30, 2025 and Intent to Circulate a Referendum Petition to the City Clerk. On November 7, 2025, the City Clerk found the signatures on the referendum petition to be sufficient and issued a Statement of Petition Sufficiency after final review. Thereafter, the City Council set a special election for February 24, 2026, so that the registered electors of the City of Greeley can vote on the potential repeal of Ordinance 30, 2025.

State law allows the Greeley City Council to pass a resolution taking a position on any ballot issue. Most of the Greeley City Council requested this resolution urging Greeley voters to vote against Ballot Question 1A.

Fiscal Impact:

If approved, will this item result in no impact on the budget.
There are no long term fiscal implication of this resolution.

Legal Issues:

None.

Other issues and Considerations:

None.

Strategic Focus Area:

High-Performance Government

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:

Adopt the resolution.

Attachments:

1. Resolution No. 18, 2026

THE CITY OF GREELEY, COLORADO
RESOLUTION No. 18, 2026

**A RESOLUTION OF THE GREELEY CITY COUNCIL URGING
VOTERS TO VOTE “NO” ON BALLOT QUESTION 1A**

WHEREAS, at a special election to be held on February 24, 2026 citizens of the City of Greeley (“City”) will have the opportunity to vote on Ballot Question 1A; and

WHEREAS, Ballot Question 1A proposes to repeal an Ordinance passed by the Greeley City Council establishing PUD zoning for 833.786 acres located generally north of US Highway 34 and East of Weld County Road 17; and

WHEREAS, a portion of the property included in the PUD is owned by the City and the remainder is privately owned by Vima Partners, LLC and Patriot Energy, LLC (affiliates of The Water Valley Company); and

WHEREAS, the property owned by the City has been designed as the site for an Entertainment District which is being developed by the City; and

WHEREAS, the Entertainment District is intended to include a public plaza, an arena, an indoor waterpark, and a hotel; and

WHEREAS, the City contracted with The Water Valley Company to act as the fee developer for the Entertainment District and The Water Valley Company has agreed to construct a master planned commercial and residential development on the surrounding properties known as “Cascadia”; and

WHEREAS, section 1-45-117(1)(b)(III) of the Colorado Revised Statutes allows the Greeley City Council to pass a resolution taking a position on any ballot issue, and therefore the Greeley City Council has passed this resolution urging Greeley voters to vote against Ballot Question 1A for the reasons outlined here; and

WHEREAS, the City Council strongly believes in the rights of citizens to have input into the development of the Entertainment District and has provided this opportunity throughout the development process; and

WHEREAS, a public hearing was held before the Planning Commission regarding the PUD zoning, and after hearing from City staff, representatives from The Water Valley Company, and the public, the Planning Commission voted to approve the PUD zoning; and

WHEREAS, a public hearing was also held before the City Council regarding the PUD zoning, and after hearing from City staff, representatives from The Water Valley Company and the public, the City Council voted to approve the PUD zoning; and

WHEREAS, the referendum to repeal zoning significantly infringes on property rights; and

WHEREAS, if approved by the electorate, the repeal of the PUD zoning does not alone cause the cessation of work on the Entertainment District development or of the private Cascadia development; and

WHEREAS, the approval of Ballot Question 1A will require the City and The Water Valley Company to go back through the development process which will cause unnecessary costs to submit new zoning applications, and will require expenditure of City staff time and resources; and

WHEREAS, the City Council firmly believes that it is in the best interests of the citizens of the City for all eligible voters to vote No on Ballot Question 1A on the February 24, 2026 special election ballot.

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

Section 1. The City Council opposes Ballot Question 1A which will be presented to voters at the special election to be held on February 24, 2026.

Section 2. The City Council urges eligible voters to vote No on Ballot Question 1A on February 24, 2026.

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

PASSED AND ADOPTED, SIGNED AND APPROVED THIS _____ day of February 2026.

ATTEST:

THE CITY OF GREELEY, COLORADO

By: _____
City Clerk

By: _____
Mayor



Council Agenda Summary

February 3, 2026

Key Staff Contact: Mandy Shreve, Homeless Solutions Director

Title:

Homeless Solutions Update

Summary:

In 2023, the Greeley City Council established the Homeless Solutions Department. As part of the department's 2037 Vision, a strategic plan was created, prioritizing "Housing for All" to address homelessness in Greeley. Council's approved budget for this department included the Department Director, two additional administrative positions, a Clinical Manager, a Housing Specialist, a Team Manager, and seven case management positions. This first case management team is called the Foundations Team.

The Department applied for and was awarded two grants through the State of Colorado that allowed it to establish an ongoing permanent supportive housing program. This team works with chronically homeless individuals and families who have the highest needs in our community and often are the highest utilizers of costly emergency services such as Police, Fire, and emergency room services. The goal of this program is to house these individuals with funding from State Housing Vouchers and provide individualized ongoing supportive services to help program participants maintain housing stability and not return to homelessness. These grants have sustainable funding sources and are expected to continue for the foreseeable future.

In early 2024, the Department applied for and was awarded a grant through the State of Colorado which allowed it to establish Street Outreach and Rapid Rehousing programs for two years. The purpose of the Street Outreach program is to meet the immediate needs of individuals and families experiencing homelessness and get them connected to more stabilizing resources which should eventually lead to them being connected to ongoing housing. The City's Street Outreach team is the only outreach program in Greeley and is the most effective access point available to get people connected to resources to resolve their homelessness. The Rapid Rehousing team works with individuals and families who have low-to-moderate needs and require short-term assistance to resolve their homelessness and maintain long-term housing stability.

To have a better understanding of the specific needs in the community, in early 2025, the City of Greeley conducted a gap analysis for the homeless response system using the U.S. Department of Housing and Urban Development's (HUD) tool to analyze the Homeless Management Information System (HMIS) data. The analysis found that 820 individuals and 145 families are entering into homelessness each year and that 160 individuals and 10 families have been homeless for more than a year. The analysis showed that to help every individual entering homelessness and experiencing long-term homelessness exit out of homelessness, there needs to be increased capacity and resources. The strategies currently implemented are working, but there are not enough resources to meet the demand. By not increasing capacity, individuals will remain homeless longer and the number experiencing

homelessness in the community will increase.

The Department is committed to providing regular and transparent updates regarding goals, strategies, challenges, and accomplishments. These updates are given through various communication methods, including quarterly Mayor's Task Force meetings, weekly council packets, community update events, social media posts, news releases, and formal presentations to Council.

The attached presentation is intended to be informational and provide Council with updated reporting metrics from department inception through 2025. No action is requested from Council.

Fiscal Impact:

If approved, will this item result in a positive, negative, or no impact on the budget?

No Impact: This is an informational presentation on the status of the department.

Legal Issues:

None

Other issues and Considerations:

None.

Strategic Focus Area:

Housing For All

Decision Options:

No decision requested, this agenda item is informational.

Council's Recommended Action:

No action requested, this agenda item is informational.

Attachments:

1. Item - Presentation



Homeless Solutions Update

Mandy Shreve, Director of Homeless Solutions
City Council Meeting – February 3 , 2026

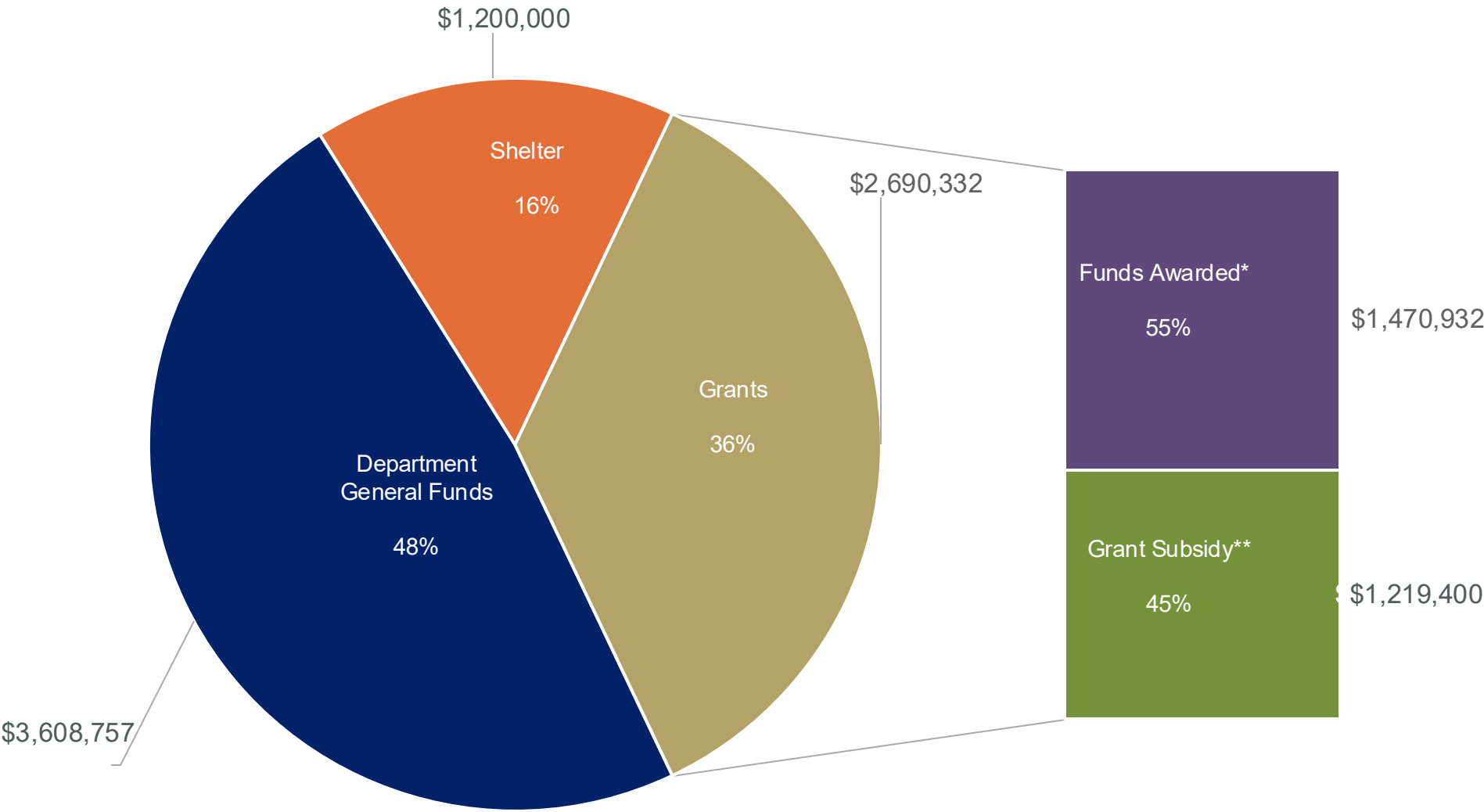
Agenda



- 2026 Budget
- 2027 Funding Pivots and Opportunities
- 2025 Program Outcomes
- Client Success Stories
- Save the Date: Night of Remembrance Event
- Appendix

2026 Budget

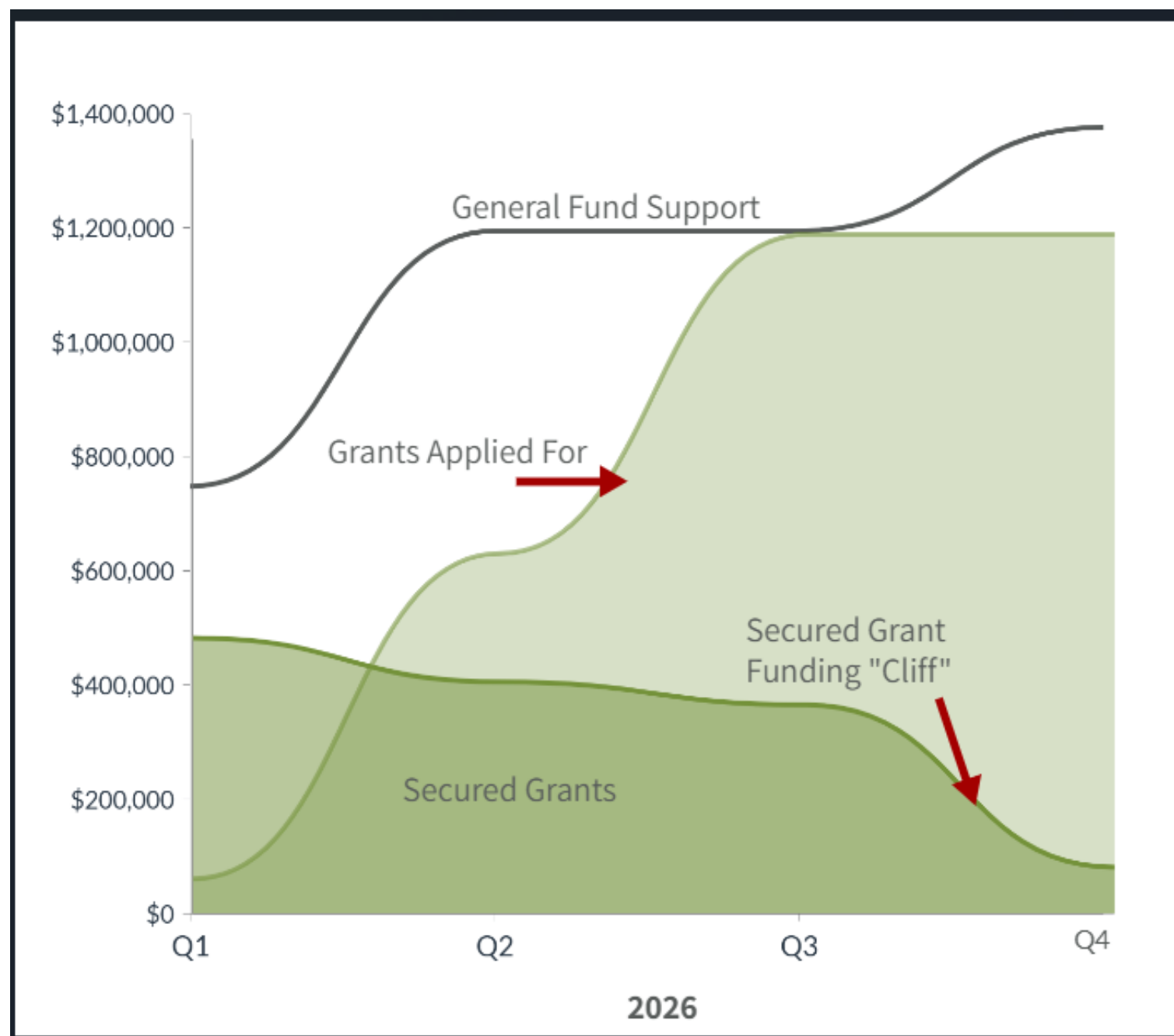
2026 Budget Breakdown (Secured Funding)



***Funds Awarded:** Outreach, Rapid Rehousing, Permanent Supportive Housing programming

****Grant Subsidy:** Voucher payments (go directly from State to landlord)

2026 Budget



Funding Pivots

- HUD is shifting focus from housing programing to transitional housing and outreach programming
 - Efforts have been paused due to pending lawsuit
- Opioid funding
 - Help individuals with substance abuse disorders seeking treatment get housing
- Medicaid Reimbursement- waiver extension unknown
- Additional PSH Vouchers from State will remain frozen

Rapid Rehousing

One time funding until Dec. 31, 2025

Rapid Rehousing – Provides case management and short term financial support



RRH Program Impact from Inception to Dec. 30, 2025



157 Individuals /
97 Households Housed



55 Individuals working on
job readiness ; 34
individuals have
earned income



LIFE SKILLS

98 Individuals received
life skill coaching



30 Individuals successfully
exited the program



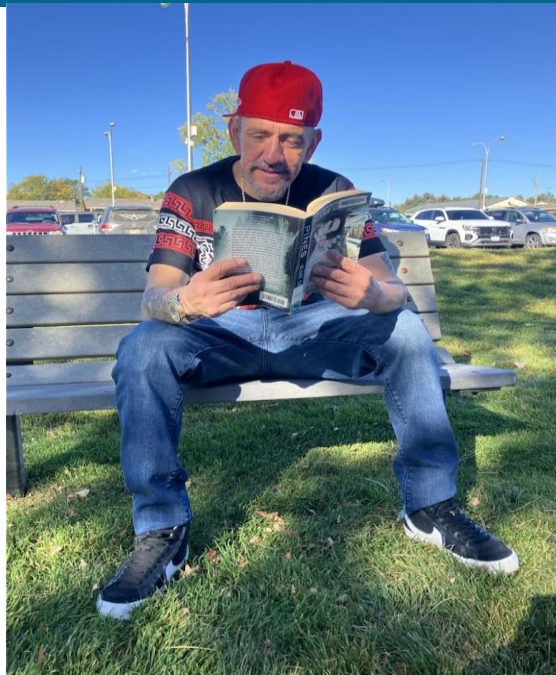
Health care

73 Individuals
referred to health
care services

Permanent Supportive Housing

One time funding until Dec. 31, 2025

Permanent Supportive Housing -
67 individuals with disabilities,
wrap around case management



Permanent Supportive Housing Program Impact from Inception to Dec. 30, 2025



79 total vouchers
utilized



171 Healthcare Referrals



37 Individuals volunteering



LIFE SKILLS

14 Individuals
participating in job skill
training



72 Individuals enrolled in
benefits
i.e., SSI, SSDI, SNAP

Outreach

One time funding until Dec. 31, 2025

Outreach – 1,155 individuals served

Outreach Program impact from inception to Dec. 30, 2025



114 Households
Housed through hotel
to housing initiative



Assist with shelter
coordination during
extreme cold
weather



6,274 servi
ces
provided



Assisted Individuals
obtain birth
certificates, ID's, SSN,
and Driver's
Licenses.

Housing Navigation Center:

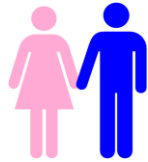
7/1/24 through 6/30/2025

36,691 Services Provided Including:

Number Served:



844 Individuals

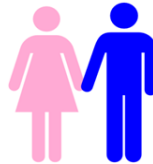


836 Households

Number Prevented/Diverted from Homelessness:



212 Individuals



85 Households

Number Housed:



117 Individuals

Number of Program Participants Deduplicated:

1,310



4,180 Referrals



337 Bus Passes



9,451 Meals Served



805 Loads of Laundry



Lockers Checked 923 Times



1,340 times Mail Checked



1,430 Showers Provided



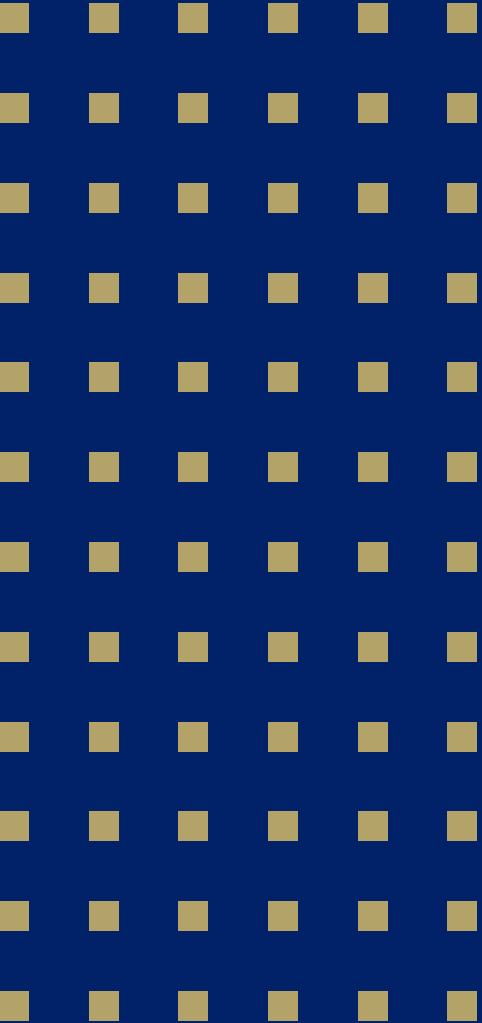
101 VISPDATS



125 Vital Document Assistance

Other Services not tracked:

- Clothing bank
- Toiletries
- 10-15 community providers onsite each week

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Participant Success from Council Investment

Elijah's Journey: From Homelessness to Hope

Meet Elijah:

- **4 years unhoused** — 3 marked by addiction & isolation

- Lost tools, transportation, contact with children, and hope; survived by collecting scrap & pallets

- Refused help at first, believing change wasn't possible

- City of Greeley Outreach team persisted with food, water, compassion

- Accepted support → placed in housing through **Rapid Rehousing Program**
"Excited to call somewhere home... and open a refrigerator with food."



Achievements:

- Completed Peer Support Specialist course → began job search to help others

- Reunited with one of his children

- Participated as a panelist for City of Greeley's Beyond the Bridge Film Event in September 2025.

- Taking opportunities to advocate for others who have experienced homelessness and addiction.

- **Sober, stable, purposeful**
"I just feel like I have a sense and a purpose now."

Tim's Journey: From Homelessness to Independence

Meet Tim:

- Air Force veteran → lost housing after relationship ended
- Lived on the streets & in shelters
- Connected with **City of Greeley Rapid Rehousing (RRH) Program**

RRH provided:

- Stable home & safe place to rebuild
- Life skills & job readiness training
- Resume building & employment support



Achievements

- Steady income & independent housing
- Learned to manage bills & maintain stability
- After 1 year → exited RRH → accepted into **veteran housing assistance**
- A major step toward lasting independence

Veteran Housing Impact

- **7 veterans** currently housed with RRH or PSH support
- **15 veterans** in Weld County seeking housing & services (tracked through By Name List)

Save the Date: Night of Remembrance Event



While it is vital to celebrate the positive impact our programs have in the community, we must also acknowledge the ongoing reality: the longer individuals experience homelessness, the greater the risks to their lives.

The Homeless Solutions Department, in partnership with United Way and Steve Teets, is organizing a *Night of Remembrance* to honor community members who experienced homelessness and passed away in 2024 and 2025.

When: Thursday, February 19, 2026

Where: Lincoln Park Gazebo

Time: 5:30 pm

More information will be provided in January 2026.

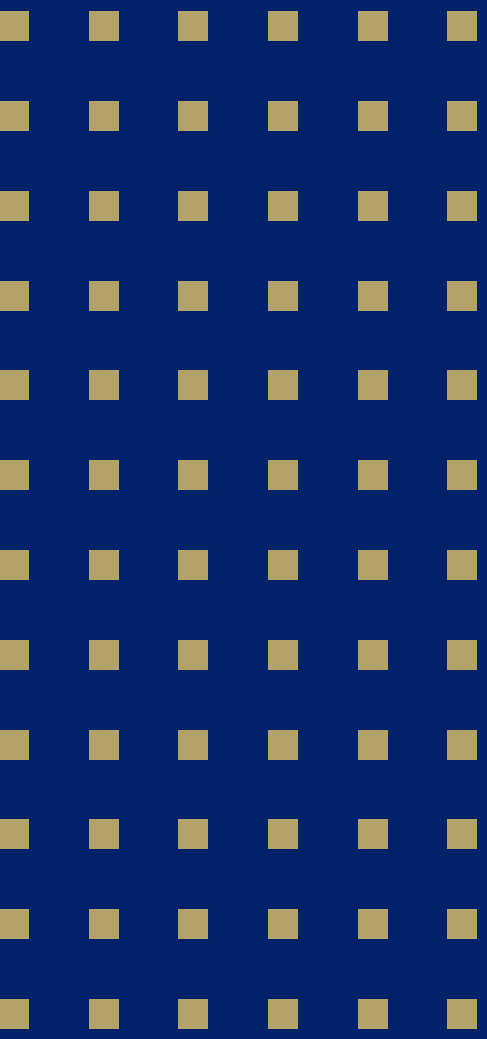
Questions?

Thank you.



Appendix



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Additional Participant Success Stories from Council Investment

Joey's Graduation: A Journey to Stability

Meet Joey:

- Entered treatment for substance use in **Feb 2024** → joined Rapid Rehousing program that summer
- With case management, housing services & coordinated care, Joey:
 - Maintained long-term sobriety
 - Advanced in employment
 - Built a budget & took over full rent

Achievements:

- July 31, 2025: Graduated from Rapid Rehousing Program
- Outcomes by Graduation
 - Stable housing
 - Increased income
 - Sustained recovery



Program Impact (Homeless Solutions Rapid Rehousing)

- **23 individuals** exited to housed destinations
- 15 → Life Skills Coaching + Housing Stability Plan
- 9 → Budget & Financial Planning support
- 3 → Job Skills Training

“Housing + Supportive Services = Lasting Change.”

Sam's Journey: From Unsheltered to Supportive Housing

Meet Sam:

- Met at Farr Park, living unsheltered & facing serious health challenges
- Nearly **10 years of homelessness** in Greeley
- Outreach team provided:
 - Help with vital documents
 - Medical referrals
 - Basic needs support
 - Temporary Shelter
 - Voucher process support
 - Certifying his dog Itty –Bitty as an ESA animal so they can stay together.
- Identified as highly vulnerable → matched to **Star Rise Permanent Supportive Housing**



Achievements:

- One of the first residents at Star Rise
- Lives in a fully furnished unit
- Access to on-site services: peer support, therapy, life skills classes

Community Impact:

- **160 individuals** identified as chronically homeless each year in Greeley
- Longer time unhoused → higher risk of chronic homelessness & costly interventions
- Sam's story shows how **early, coordinated support** changes lives & reduces long-term challenges



Council Agenda Summary

February 3, 2026

Key Staff Contact: Diana Frick, Cultural Parks and Recreation Director

Title:

Culture, Parks & Recreation Department Performing Arts Funding

Summary:

This item is in response to a Council request for Initiative 3-2025 related to the Public Art Program. The City of Greeley has a long-standing commitment to arts and culture as part of its quality-of-life and economic vitality goals. The City's Public Art Fund has traditionally been used to support permanent capital art installations associated with City construction projects, consistent with adopted policy. As the community's cultural landscape has evolved, interest has increased in supporting performing arts programming that activates public spaces, expands access to cultural experiences, and supports local and regional artists alongside permanent public art investments.

In response, staff evaluated options for supporting performing arts programming within existing funding structures, including whether a limited, policy-defined use of Public Art Fund revenues could be authorized for programmatic purposes. This evaluation included reviewing funding variability tied to construction activity, assessing potential fiscal impacts, and developing options that establish clear limits, eligibility criteria, and accountability measures. Any change to allowable use of funds requires City Council direction and a formal policy amendment.

The presentation will outline multiple funding options for City Council consideration, including associated benefits, constraints, and financial implications. City Council is asked to select a preferred option to provide direction on future performing arts funding and authorize next steps, including any necessary policy changes and implementation planning.

Fiscal Impact:

The fiscal impact varies depending on the funding option selected by City Council. Options presented may include use of existing dedicated funds, limited reallocation within current cultural funding sources, or other funding mechanisms identified in the presentation. Funding availability may fluctuate year to year based on revenue sources and applicable policy constraints. Some options may reduce funds available for other eligible uses within a given funding source.

Legal Issues:

None

Other issues and Considerations:

Strategic Focus Area:

Quality of Life

Decision Options:

Consensus

Council's Recommended Action:

Consensus on the options provided by staff

Attachments:

1. Art Commission Memo for Performing Arts
2. Item - Presentation

CITY OF GREELEY ART COMMISSION REPORT

DATE: 12/15/2025
SUBJECT: Request For Public Art Funds To Be Shared With Private Entities
PRESENTED BY: City of Greeley Art Commission

ITEM DESCRIPTION:

The City of Greeley Art Commission has been made aware of Council's request to investigate the use of Public Art Funds, which is clearly outlined in Article IV Section 2-628 through 2-636 of the Greeley Municipal Code, for assistance to third party entities. Financial contributions to outside entities are not contemplated in Article IV of the Municipal Code. Please see pages 2-3 of this memo for specific code sections.

The intent of establishing an Art in Public Places program, funding for said program, and the Greeley Art Commission, as voted on by Council's constituents, is to "manage *acquisitions*, including but not limited to, the review and recommendation to Council of artwork which is proposed for donation to the City, for *public* display."; acquisitions refers to assets that the City owns, public refers to open and available for viewing with no fee. Performing Arts does not represent a permanent asset, but market-driven events.

The art pieces that have been acquired add to the economic value of the City. Public art has long been an economic driver for cities signaling financial health and acting as green flag when site selectors look for new locations for their businesses, increasing the City's ability to attract new businesses.

The Municipal Code currently defines and limits the use of public art funds using capital improvement funds. It is this Commission's view, as board members and Council's constituents, that public visual arts should remain just that: public, open to all socio-economic demographics at no cost.

Sec. 2-626. - Greeley Art Commission; establishment.

There is created a Greeley Art Commission, the purpose of which is to manage acquisitions, including, but not limited to, the review and recommendation to council of artwork which is proposed for donation to the city for public display.

Sec. 2-629. - Art in public places program; purpose.

The purpose of this article is to provide a means to fund the acquisition of works of art by the city which shall become the city's permanent collection, to provide a means to select works of art for the collection, to provide for the display of the collection and to provide for the maintenance and repair of the works of art in the collection.

• **Sec. 2-630. - Definitions.**

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Art in public places means any visual work of art displayed for two weeks or more in an open city-owned area, on the exterior of any city-owned facility, inside any city-owned facility in areas designed as public areas or on non-city property if the work of art is installed or financed, either wholly or in part, with city funds or grants procured by the city.

Commission means the Greeley Art Commission as created by [section 2-626](#).

Construction cost means actual cost of any construction project with an estimated construction cost of \$50,000.00 or more, excluding engineering and administrative costs, costs of fees and permits and indirect costs, such as interest during construction, advertising and legal fees.

Construction project means the construction, rehabilitation, renovation, remodeling, equipping or improvement of any public building, street, park, utility line or other public improvement by or for the city, including all associated landscaping, parking and the like, but excluding any improvements made by any special improvement district and any other improvements exempted by the city council.

Reserve account means the Art in Public Places Reserve Account established by this article.

Work of art includes, but is not limited to, a sculpture, monument, mural, fresco, relief, painting, fountain, banner, mosaic, ceramic, weaving, carving and stained glass. The term "work of art" would not include paving or signs.

• **Sec. 2-631. - Funds for works of art.**

All requests submitted to the city council for appropriations for construction projects estimated to cost over \$250,000.00 and not more than \$50,000,000.00 shall include an amount equal to one percent of the estimated cost of such project for works of art. When the city council approves the appropriations for any such project, one percent of the appropriated amount shall be deposited into the appropriate reserve account. If any construction project is partially funded from any source which precludes a work of art as an object of expenditure of such funds, the one percent shall be funded from project funding sources that are not so restricted. Money collected in

the Art in Public Places Reserve Account shall be expended by the city for projects as prescribed by the Art in Public Places Guidelines.

Sec. 2-632. - Project design.

In all construction projects costing between \$50,000.00 and \$250,000.00, one percent of the project cost will be utilized in conjunction with a city-selected artist who will participate in the design of the project for the purpose of incorporating works of art into all aspects of the project, both functional and aesthetic, to the fullest extent possible within the project budget. The cost of the artist's services shall be paid from the reserve account associated with the project budget. If not practical to incorporate artwork into the designated project, said funds can be moved to another like project with the recommendation of the commission and approval by the city council.



Performing Arts Funding at the Union Colony Civic Center

Diana Frick, Director Culture Parks and Recreation Department

Megan Weiler, Cultural Affairs Division Manager

City Council Meeting - February 03, 2026

Agenda

- Council Direction Recap
- Existing UCCC Support (Legacy Partner Program)
- Performing Arts Funding Options
- Council Considerations and Direction



Council Direction Summary

- Council requested staff explore funding support for local performing arts
- Initial exploration of Public Art Fund use identified legal, equity, and access concerns
- Council clarified interest was **performing arts at the UCCC**
- Direction: return with **clear, limited options** and impacts



UCCC Legacy Partner Program

The Union Colony Civic Center established the Legacy Partner Program in 2025 to provide additional savings and support to local performing arts organizations that meet certain criteria including a minimum of three rentals per year for ticketed events and a history of being a tenant for five or more consecutive years.



- Eligibility thresholds (3 rentals/year, 5+ year tenancy)
- Purpose: stabilize long-standing local organizations
- Already targeted to performing arts

Option A – UCCC Rental Waiver

- Rental fee waivers for local performing arts at the UCCC
- Limited to qualifying UCCC Legacy Partners
- Estimated annual cost: \$35,000-40,000 full waiver of rent
- Requires General Fund backfill
- No change to Public Art Fund or City policy

Option B – Public Art Fund Transfer

- Would allow a limited annual transfer from the Public Art Fund to support performing arts programming
- Requires a formal code amendment
- Funds would support programmatic activity rather than permanent capital assets
- Public Art Fund revenues are tied to City construction activity and vary year to year
- Annual transfer amounts would fluctuate based on capital volume
- Even small percentage transfers can result in significant dollar amounts in high-capital years
- Establishing a clear annual cap would be a policy decision to define scope and predictability

	2026	2027	2028	2029
1%	\$11,436	\$10,470	\$5,971	\$5,341
3%	\$34,308	\$31,410	\$17,912	\$16,022
5%	\$57,180	\$52,350	\$29,854	\$26,703

Option C – City Manager Sponsorship

- Discretionary sponsorships through the **City Manager's Office**
- Case-by-case support for **qualifying local arts events**
- No standing program or guaranteed funding
- Amount and frequency vary annually
- Dependent on City priorities and available funds

Performing Arts Funding Options – Summary

Option	Funding Mechanism	What it Supports	Key Considerations
A. UCCC Rental Waiver	Waiver of UCCC rental fees for qualifying Legacy Partners	Direct cost relief for long-standing local performing arts organizations	Requires General Fund backfill; limited to UCCC tenants; not a citywide arts solution
B. Public Art Fund Transfer	Capped annual transfer from Public Art Fund (municipal code change required)	Programmatic performing arts support	Creates competition with permanent public art; funding fluctuates; precedent and equity considerations
D. City Manager Sponsorship	Discretionary event sponsorships	Case-by-case support for qualifying events	No standing program; inconsistent funding; dependent on annual priorities



Thank you



Council Agenda Summary

February 3, 2026

Key Staff Contact: Kimberly Southern, Chief People Officer

Title:

Motion to go into Executive Session for the purpose of completing the annual performance review of the City Council Appointee - Municipal Judge Mark Gonzales

Summary:

An executive session is needed to enable the City Council to complete the annual performance review of the following City Council appointee - Municipal Judge Mark Gonzales. If Council concurs, a motion to adjourn into Executive Session is needed.

Fiscal Impact:

N/A

Legal Issues:

N/A

Other issues and Considerations:

N/A

Strategic Focus Area:

High-Performance Government

Decision Options:

1. Approve the motion as presented; or
2. Amend the motion and approve as amended; or
3. Deny the motion; or
4. Continue consideration of the motion to a certain date.

Council's Recommended Action:

A motion to go into an Executive Session to discuss the following matter as provided under C.R.S. Section 24-6-402(4)(f) and Greeley Municipal Code Section 2.151(a)(6):
To discuss personnel reporting to the City Council.

Attachments:

None



Council Agenda Summary

February 3, 2026

Key Staff Contact: Kimberly Southern, Chief People Officer

Title:

Motion to go into Executive Session for the purpose of completing the annual performance review of the City Council Appointee – City Attorney Stacey Aurzada

Summary:

An executive session is needed to enable the City Council to complete the annual performance review of the following City Council appointee – City Attorney Stacey Aurzada. If Council concurs, a motion to adjourn into Executive Session is needed.

Fiscal Impact:

N/A

Legal Issues:

N/A

Other issues and Considerations:

N/A

Strategic Focus Area:

High-Performance Government

Decision Options:

1. Approve the motion as presented; or
2. Amend the motion and approve as amended; or
3. Deny the motion; or
4. Continue consideration of the motion to a certain date.

Council's Recommended Action:

A motion to go into an Executive Session to discuss the following matter as provided under C.R.S. Section 24-6-402(4)(f) and Greeley Municipal Code Section 2.151(a)(6):
To discuss personnel reporting to the City Council.

Attachments:

None



Council Agenda Summary

Title:

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



Council Agenda Summary

Title:

Scheduling of Meetings, Other Events

Summary:

During this portion of the meeting the City Manager or City Council may review the attached Council Calendar or Planning Calendar and Schedule for City Council Meetings and Work Sessions and make any necessary changes regarding any upcoming meetings or events.

Attachments:

Council Meetings and Other Events Calendar

Council Meeting and Work Session Schedule

Council Meetings and Other Events Calendars

February 1 – 28, 2026

Tuesday, February 3, 2026

- Quarterly Breakfast with Greeley City Council and Weld County Commissioners 7:30 a.m. (2109 9th St, Greeley, CO 80631)
- City Council Meeting 6 p.m. City of Greeley Council Chambers (1001 11th Ave Greeley CO 80631)

Thursday, February 5, 2025

- Island Grove Advisory Board 3:30 p.m. (600 N. 14th Ave Greeley CO 80631)
 - North Front Range MPO Meeting 6 p.m. Fort Collins Colorado River Community Room (222 LaPorte Avenue Fort Collins, CO 80521)
-

Tuesday, February 10, 2026

- City Council Work Session Meeting 6 p.m. City of Greeley Council Chambers (1001 11th Ave Greeley CO 80631)

Thursday & Friday, February 12 & 13, 2026

- Council Retreat 8 a.m. Aims Community College Welcome Center (4901 W 20th St, Greeley, CO)
-

Tuesday, February 17, 2026

- City Council Meeting 6 p.m. City of Greeley Council Chambers (1001 11th Ave Greeley CO 80631)

Wednesday, February 18, 2026

- Water & Sewer Board Meeting 2 p.m. City of Greeley Council Chambers (1001 11th Ave Greeley CO 80631)

Thursday, February 19, 2026

- Downtown Development Authority 7:30 a.m. (802 9th Street, Greeley CO 80631)
 - Airport Authority 3:30 p.m. Greeley-Weld Airport (600 Airport Road, Greeley CO 80631)
 - Chamber of Commerce Shoot for the Moon: 2026 Annual Dinner 5:30 p.m. Island Grove Event Center (421 N 15th Ave, Greeley, CO 80631)
-

Tuesday, February 24, 2026

- **City Council Work Session Meeting Cancelled due to Special Election**

2026 Council Meeting/Work Session Agenda Items Schedule

01/26/2026 This schedule is subject to change			
Date/Type	Description	Sponsor Presenter/Director or Project Manager	Placement/Time
February 10, 2026 City Council Work Session Meeting	Contractor Licensing	Dusty Shepard/Don Threewitt	WS
	Community Survey and Polling data	Brian McBroom	WS
February 17, 2026 City Council Meeting	UNC Spring Update	Mayor	Intro
	Minutes - Feb. 3 Council Meeting; Jan. 17 WS	Heidi Leatherwood	Consent
	Resolution - Approval of State Land Board and City of Greeley Lease Amendment	Sean Chambers	Consent
	Resolution - Comprehensive Financial Policies	Allena Portis	Consent
	Resolution - Lessening Burdens on Government	John Herge/Bret Naber	Consent
	Intro & 1st Rdg Ord - City Attorney compensation (Hold)	Martha Lanaghen	Consent
	Intro & 1st Rdg Ord - Municipal Judge compensation (Hold)	Martha Lanaghen	Consent
	Intro & 1st Rdg Ord - Prohibition on Greywater Collection Ordinance of Title 20, Chapter 3, Article 3 of the Code	Sean Chambers	Consent
	TEFRA Hearing	John Herge/Bret Naber	Consent
	Safe Streets for All Planning and Demonstration Grant Project	Steve Younkin/Bret Naber	Regular
	West Greeley Project Update	John Herge/Bret Naber	Regular
	Executive Session - Fire Department Collective Bargaining	Kimberly Southern	ES
February 24, 2026 City Council Work Session Meeting	Cancelled due to Special Election		
March 3, 2026 City Council Regular Meeting	Minutes - Feb. 17 Regular Meeting	Heidi Leatherwood	Consent
	Resolution - West Lowell Annexation/Establishment of Zoning (Tentative)	Michael Franke/Don Threewitt	Consent
	Resolution - Contract with Standard & Poor Global for Credit Rating Service	Allena Portis	Consent
	Resolution - MOU with West Greeley GID's and Water and Sewer Enterprises	Sean Chambers	Consent
	Intro & 1st Rdg Ord - Adopting Wildfire Resiliency Code	Brian Kuznik	Consent
	PH & 2nd Rdg Ord - setting compensation for Municipal Judge (Hold)	Deedra Severin	Regular
	PH & 2nd Rdg Ord - setting compensation for City Attorney (Hold)	Deedra Severin	Regular
	PH & 2nd Rdg Ord - Prohibition on Greywater Collection Ordinance of Title 20, Chapter 3, Article 3 of the Code	Sean Chambers	Regular
March 10, 2026 City Council Work Session	Eastside Area Plan Update	Doug May/Don Threewitt	WS
	Code Compliance Process Improvement Update	Buxton Demers	WS
	City Image and Branding Update	Winna Ironkwe	WS
March 17, 2026 City Council Regular Meeting	Proclamation - Red Cross Month	Mayor	Intro
	Minutes - March 3 Regular Meeting	Heidi Leatherwood	Consent
	Resolution - Approving Moral Obligation and Appropriation Pledge	John Herge/Bret Naber	Consent
	Intro & 1st Rdg Ord - Water Revenue Improvement Bonds Series 2026	Robert Miller	Consent
	Intro & 1st Rdg Ord - First-Lien Sewer Improvement Revenue Bonds Series 2026	Robert Miller	Consent
	Intro & 1st Rdg Ord - Appropriation of 2026	Nathan Mosley	Consent
	PH & 2nd Rdg Ord adopting Wildfire Resiliency Code	Brian Kuznik	Regular
March 24, 2026 City Council Work Session	Consensus - Communities Strategic Plan Reducing Homelessness	Mandy Shreve	WS
	Consensus - Affordable Housing Incentive Policy	Kaileen Whaley/Deb Callies	WS
	Spin Pilot & Micromobility Update	Hanna Feldmann/Bret Naber	WS
April 7, 2026 City Council Meeting	Intro & 1st Rdg Ord - Setting forth procedure for City Appointments to 501 (c)(3) Board (Hold)	John Herge/Bret Naber	Consent
	Intro & 1st Rdg Ord - West Lowell Annexation/Zoning	Michael Franke/Don Threewitt	Consent
	PH & 2nd Rdg Ord - Water Revenue Improvement Bonds Series 2026	Robert Miller	Regular
	PH & 2nd Rdg Ord - First-Lien Sewer Improvement Revenue Bonds Series 2026	Robert Miller	Regular
	PH & 2nd Rdg Ord - Appropriation of 2026	Nathan Mosley	Regular
April 14, 2026 City Council Work Session	Weld County Hazard Mitigation	Dom Tatti/ Peter Perez	WS
	Moral Obligation and Appropriation Pledge	John Herge/Bret Naber	WS
April 21, 2026 City Council Meeting	Resolution - Weld County Hazard Mitigation	Dom Tatti/ Peter Perez	Consent
	Resolution - Council Appointments to 501 (c)(3) board (tentative)	John Herge/Bret Naber	Consent
	Resolution - Affordable Housing Incentive Policy	Deb Callies	Consent
	PH & 2nd Rdg Ord - Setting forth procedure for City Appointments to 501 (c)(3) Board (Hold)	John Herge/Bret Naber	Regular
	PH & 2nd Rdg Ord - West Lowell Annexation/Zoning	Michael Franke/Don Threewitt	Regular



Council Agenda Summary

Title

Adjournment