

RESOLUTION 2017-047
OF THE COUNCIL OF THE CITY OF FORT COLLINS
AUTHORIZING THE MAYOR TO EXECUTE A FIRST ADDENDUM
TO THE INTERGOVERNMENTAL AGREEMENT WITH COLORADO
STATE UNIVERSITY RELATED TO AN ON-CAMPUS STADIUM

WHEREAS, the City and Colorado State University (CSU) are parties to an Intergovernmental Agreement dated April 13, 2015, regarding the impacts of the new on-campus stadium on the CSU campus and surrounding areas of the City (the "2015 IGA"); and

WHEREAS, the 2015 IGA identified multiple areas where improvements to utility and transportation infrastructure would be desirable; and

WHEREAS, since the fall of 2015, the City and CSU have worked together to identify in more detail what projects should be done, and responsibility for funding and completing those projects; and

WHEREAS, the City and CSU have negotiated a First Addendum to the 2015 IGA that would update the details and costs of multiple projects, as well as identify CSU as being responsible for funding the operational costs of the Stadium Advisory Group (SAG); and

WHEREAS, a copy of the proposed First Addendum is attached as Exhibit "A" and incorporated herein by reference; and

WHEREAS, Article II, Section 16 of the City Charter of Fort Collins empowers the City Council, by ordinance or resolution, to enter into contracts with governmental bodies to furnish governmental services and make charges for such services, or enter into cooperative or joint activities with other governmental bodies; and

WHEREAS, under Section 1-22 of the City Code, intergovernmental agreements and other cooperative arrangements between the City and other governmental entities are to be submitted to the City Council for review, unless they fit within one of the exceptions that permit execution by the City Manager; and

WHEREAS, Section 29-1-203 of the Colorado Revised Statutes provides that governments may cooperate or contract with one another to provide certain services or facilities when such cooperation or contracts are authorized by each party thereto with the approval of its legislative body or other authority having the power to so approve; and

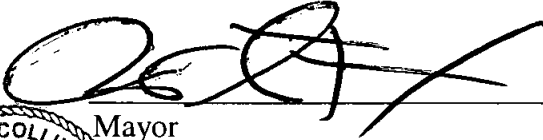
WHEREAS, the Council finds it is in the best interests of the City and in furtherance of the objectives of the 2015 IGA to execute the First Addendum.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FORT COLLINS as follows:

Section 1. That the City Council hereby makes and adopts the determinations and findings contained in the recitals set forth above.

Section 2. That the Mayor is hereby authorized to execute the First Addendum in substantially the form attached hereto as Exhibit "A," with such modifications and additions as the City Manager, in consultation with the City Attorney, determines to be necessary and appropriate to protect the interests of the City or effectuate the purposes set forth herein and not otherwise inconsistent with this Resolution.

Passed and adopted at a regular meeting of the Council of the City of Fort Collins this 16th day of May, A.D. 2017.



Mayor

ATTEST:



City Clerk



FIRST ADDENDUM TO
INTERGOVERNMENTAL AGREEMENT
RELATED TO AN ON-CAMPUS STADIUM

THIS FIRST ADDENDUM TO INTERGOVERNMENTAL AGREEMENT ("First Addendum"), dated _____, 2017, is entered into by and between THE CITY OF FORT COLLINS, COLORADO, a municipal corporation ("City"), and THE BOARD OF GOVERNORS OF THE COLORADO STATE UNIVERSITY SYSTEM, ACTING BY AND THROUGH COLORADO STATE UNIVERSITY ("CSU"). The City and CSU are referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

A. On April 13, 2015 the Parties entered into an Intergovernmental Agreement ("Agreement") outlining steps the Parties agreed to take to mitigate impacts from the construction and operation CSU's new on-campus stadium.

B. In paragraph 1 of the Agreement the Parties agreed to review and update the Agreement as needed through the adoption of addenda.

C. The Parties now wish to so update the Agreement by entering into this First Addendum.

NOW, THEREFORE, in consideration of the commitments made in the Agreement and other good and valuable consideration, the Parties agree as follows:

1. Section 4.A. of the Agreement is hereby amended to read as follows:

4. Neighborhood Relationships.

A. *Stadium Advisory Group.* CSU and the City have created a Stadium Advisory Group ("SAG" or "the Group") to examine actual impacts and community interactions as the Stadium is put to use. The SAG shall be comprised of no fewer than nine persons, no fewer than six of whom shall be affiliated neither with the CSU organization nor the City organization, except that they shall be jointly appointed by the City Manager of the City and the President of CSU. Of said unaffiliated members, no fewer than two shall be members of the local business community. The City shall have no fewer than one representative, and CSU shall have no fewer than two representatives on the SAG. The Parties will cooperate in good faith to maintain the SAG, and any recommendations will be considered by both parties as future decisions related to the Stadium, its operations, and impacts, are made. The SAG will meet at least twice yearly, before and following the football season, to review and assess Stadium issues

impacting the local residents. CSU is responsible for operating the SAG and any costs associated therewith.

2. Sections 5.B, C and D of the Agreement are hereby amended to read in their entirety as follows:

B. *Utilities.* CSU agrees that City-furnished utility service to the Stadium and any related improvements are subject to compliance with all terms and conditions for utility service, payment of all applicable rates, fees and charges, and construction of required infrastructure in accordance with applicable City standards and specifications. Based on the proposed design and service level for the Stadium as of the time of this Agreement, CSU understands that it will be required to fund or to construct the following improvements and any other utility improvements determined to be necessary for the construction and operation of the Stadium:

(1) Waste Water

- a. Sanitary sewer installation by CSU under Whitcomb Street from Lake Street to Wallenberg Drive to provide capacity for the Stadium plus replacement of existing collection system under Whitcomb Street due to the congested right of way. Existing services and collection systems to the existing Whitcomb Street system shall be reconnected to the new sanitary sewer main, except those services which will be decommissioned with the demolition of eight houses on the east side of Whitcomb Street between Lake and Prospect as part of an adjacent project.
- b. CSU shall reimburse the City for a formal analysis of and final report describing the impacts of the on-campus stadium on the downstream Spring Creek sewer trunk system. This report identified a constrained segment of the Spring Creek sanitary sewer system crossing Timberline Road.
- c. The City shall manage design and construction services for the project. CSU shall reimburse the City for all costs associated with the design, alternative analysis, project management, construction, and associated services to address the cause of the flow constraint.
- d. Final reimbursement shall be based on actual costs.

(2) Storm Water

- a. CSU will reroute the existing City storm main to avoid the new stadium footprint, such realignment to fall within the existing City storm easement to allow access by City workers.
- b. CSU will construct a new water quality outfall pond from the 42" University-owned pipe described above.

- c. The City and CSU have agreed to the construction of a larger water quality pond that will benefit both entities. The City shall reimburse CSU for a portion of costs associated with the design, project management, construction, and associated services to complete the water quality facility, outfall, spillway, and landscape improvements. Total reimbursement shall be based on actual final costs and split based on flow contribution to the facility, with 52% of costs assigned to CSU and 48% of costs assigned to the City.
- d. CSU will institute storm water detention on the stadium site. Underground detention is an acceptable method.

(3) Electrical Feed

- a. City will provide a new, second electrical feed into main campus from Laurel Street. CSU will pay the difference in costs for providing two circuits at the new Laurel Street location compared to providing two new circuits at the existing electrical feed location at Lake and Mason streets.

(4) Natural Gas

- a. CSU shall be entirely and solely responsible for any natural gas-related infrastructure in cooperation with Public Service Company of Colorado (Xcel Energy).

C. *Transportation Improvements.* CSU agrees to construct or to fund the following improvements to be completed, excepting circumstances beyond CSU's control, prior to the first Major Event held at the Stadium:

(1) Improvements at Prospect Road and Centre Avenue. CSU will construct or perform:

- a. Centre Avenue widening to accommodate a second left turn lane on both the northbound and southbound intersection approaches on game days, if needed. On non-game days the space may be used for full bike lanes on the north- and southbound approaches unless otherwise decided by the City.
- b. Underpass at Prospect Road for pedestrians and bicycles. Additional details regarding operation and maintenance of the underpass may be described in a separate written agreement to be negotiated between the parties and executed by the City Manager and University President.

(2) Grade-Separated Pedestrian and Bike Crossing of Shields Street at West Elizabeth Street.

- a. CSU will construct an underpass on the south side of West Elizabeth, which may include a prefabricated water-tight box structure, ADA compliant ramps, and terraced plantings.
- b. CSU will pay all property acquisition and construction costs for the underpass, including the cost of any relocation of existing utilities necessary to accommodate the underpass.
- c. The City will fund an upgraded bicycle/pedestrian crossing signal on West Elizabeth west of Shields Street estimated to be approximately \$80,000.
- d. The City will pay all engineering department, right of way permit and inspection fees estimated to be approximately \$50,000.
- e. Additional details regarding operation and maintenance of the underpass may be described in a separate written agreement to be negotiated between the parties and executed by the City Manager and University President.

(3) At-Grade Improvements at Elizabeth Street and Shields Street.

CSU will construct or perform:

- a. Lane improvements separating eastbound left turn lanes from the through lane, widening the westbound approach in the Moby Gym parking lot, and new striping and medians;
- b. Enhanced pedestrian plaza areas.

The City will fund and construct necessary changes to the signal including new signal poles, cabinet relocation, other signal modifications and fiber communications estimated to be approximately \$200,000.

(4) Improvements to Prospect Road and College Avenue Intersection.

- a. The following improvements will be designed, funded and built by CSU as part of the approved plans for the CSU Medical Center project:
 - i. Modification of southbound right turn lane from College Avenue onto Prospect Road;
 - ii. Addition of a second eastbound left turn lane and median;
 - iii. Relocation of traffic signal pole on the northwest corner of the intersection;
 - iv. Bus stop on westbound Prospect including turn out lane;
 - v. Construction of ten (10) foot wide detached sidewalks with landscaped parkway on the north side of Prospect Road between College Avenue and Mason Street and along College Avenue between Prospect and Lake where possible.

- b. Any improvements not part of the CSU Medical Center project will be funded and constructed by the City unless otherwise agreed by the parties.

(5) Improvements at College Avenue and Lake Street. The City will construct, at the City's cost, the modification of left turn geometry on northbound College Avenue at Lake Street.

(6) Improvements at Washington Street and Laurel Street. CSU will construct an enhanced pedestrian crossing on the east side of Washington Street to include a refuge median and pedestrian-activated rectangular rapid flashing beacon (RRFB).

(7) Improvements at Sherwood Street and Laurel Street. CSU will construct an enhanced pedestrian crossing on the west side of Sherwood Street to include a Pedestrian Hybrid Beacon or HAWK (High-Intensity Activated Crosswalk) signal.

(8) Bike and Pedestrian Improvements along Lake Street.

- a. City shall fund and perform the removal of parking between College and Whitcomb in order to maintain travel lanes and implement buffered bike lanes;
- b. CSU shall fund and perform sidewalk improvements including:
 - i. A widened and ADA-compliant sidewalk on the south side of Lake Street between Shields Street and Whitcomb Street;
 - ii. A mid-block crossing on the west end of Lake Street that will connect to ADA-compliant sidewalks;
 - iii. A new pedestrian sidewalk on the south side of Lake Street crossing the railroad tracks to connect to the Mason Trail and the MAX bus line;
 - iv. A new sidewalk on the south side of Lake Street between Mason and College;
 - v. Further operational improvements to the intersection of Lake Street and Center Avenue;
- c. On-street parking, bike lanes, and travel lanes shall remain between Whitcomb Street and Shields Street.

(9) Main Campus Pedestrian Improvements.

- a. Sidewalk improvements on Whitcomb Street between Prospect Road and Lake Street will include an eight (8) foot detached sidewalk to be connected with a six (6) foot sidewalk along Lake Street connecting to Aggie Village;
- b. Sidewalk improvements on Pitkin Street:

- i. A new sidewalk on the south side of Pitkin Street at the railroad crossing to connect to the Mason Trail and MAX bus line;
- ii. A new six (6) foot detached sidewalk on the south side of Pitkin Street between Mason Street and College Avenue;
- iii. Improved roadway crossings of Pitkin at both Shields Street and College Avenue, pursuant to the Pitkin Low-Stress Bike Network, to be managed, funded, and constructed by the City.

(10) CSU Parking Improvements (Independent of the Stadium)

- a. Continued operation of the main campus Lake Street parking garage;
- b. Completion of additional main campus parking garage (approximately 400 net new parking spaces); and
- c. Construction of an additional surface parking lot off of Research Boulevard (approximately 900 parking spaces), which will include a westbound right turn lane from Drake Road onto Research Boulevard.

(11) Signage Improvements are anticipated to include:

- a. Wayfinding signage to new Stadium location;
- b. Wayfinding signage to new event parking;
- c. Signage in surrounding neighborhoods; and
- d. New trailblazing signage to Stadium from the interstate.

(12) Traffic Responsive Signal System to support operational capabilities for Stadium events, to be designed after the operational plan is fully understood.

(13) Alternative Transportation Support and Growth:

- a. Continued funding for Around the Horn and Main-to-Foothills campus shuttles.
- b. Employee and student access to MAX rapid transit service.

D. *Additional or Ongoing Study.* CSU and the City recognize that several ideas and suggested efforts have been raised in early planning stages and remain under development. The Parties agree to meet in good faith to discuss any jointly identified needs and solutions as the evaluation process moves forward. The Parties reported on the progress of that evaluation six months after the execution of this Agreement as provided in Section 8(A). The Parties agree that ongoing efforts to evaluate and analyze the need for and feasibility of these improvements will continue to completion and that periodic reports on this ongoing work will be provided to the City Manager and the University President. Project responsibility will be based on specific technical analyses including generally accepted engineering standards which shall be completed as part of this

evaluation. The Parties are fully committed to implementing the following projects as soon as practicable:

(1) Prospect Corridor Improvements. Improvements are outlined in West Central Area Plan (WCAP), but multi-modal improvements such as the multi-use path are most beneficial for the Stadium. CSU has incorporated WCAP guidelines in all new, current CSU developments adjacent to Prospect Rd.

(2) Intersection Improvements.

a. Lake Street and Centre Avenue intersection will be evaluated to consider vehicular, bike, and pedestrian volumes for potential intersection signalization.

3. The Agreement remains in full force and effect except as modified by this First Addendum.

DRAFT

**THE CITY OF FORT COLLINS, COLORADO
a Municipal Corporation**

Date: _____

By: _____
Wade O. Troxell, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

**THE BOARD OF GOVERNORS OF THE
COLORADO STATE UNIVERSITY SYSTEM,
ACTING BY AND THROUGH COLORADO
STATE UNIVERSITY**

Date: _____

By: _____
Tony Frank, President

Legal Review:

Date: _____

By: _____
Jason L. Johnson
General Counsel
Colorado State University System