

RESOLUTION 2018-077  
OF THE COUNCIL OF THE CITY OF FORT COLLINS  
AUTHORIZING A PARKING AGREEMENT WITH CONFLUENCE FC, LLC  
FOR CITY PROPERTY AT 424 PINE STREET

WHEREAS, the City is the owner of a parcel of real property located at 424 Pine Street in Fort Collins (the "City Property"); and

WHEREAS, the City Property, which includes an office building and parking area is presently occupied by United Way of Larimer County, Inc. ("United Way"), pursuant to a lease agreement between United Way and the City; and

WHEREAS, Confluence FC, LLC ("Confluence") has proposed a residential and commercial development on nearby property at 401 Linden Street (the "Confluence Building"); and

WHEREAS, Confluence will provide approximately 30 onsite parking spaces for occupants of the Confluence Building, but is seeking additional offsite parking to meet its lender's requirements and the occupants needs; and

WHEREAS, the City and Confluence have negotiated a proposed parking agreement ("Parking Agreement") for the use of 17 parking spaces on the City Property for a period of ten years (the "Initial Term"); and

WHEREAS, ten spaces would be non-exclusive and limited to use only on weekends, holidays and at night, and seven spaces would be reserved for Confluence permit holders at all times; and

WHEREAS, Confluence would issue parking permits to specific occupants for use of the parking spaces; and

WHEREAS, as consideration for the Initial Term of the Parking Agreement Confluence has agreed to repave and restripe the parking lot on the City Property at its expense in accordance with City specifications, which work is estimated to cost \$70,000; and

WHEREAS, City staff has determined that the value to the City of the parking improvements is equivalent to the fair market value of the parking rights that would be granted to Confluence for the Initial Term; and

WHEREAS, the proposed restriping plan for the parking lot would create an additional 10 parking spaces; and

WHEREAS, following the Initial Term, if the City and Confluence agree, the Parking Agreement could be renewed for two additional five-year terms, but the parties would have to agree on appropriate compensation to the City for each renewal; and

WHEREAS, if the City wishes to terminate the Parking Agreement during the Initial Term, the City would reimburse Confluence for a pro-rated portion of the repaving costs, subject to annual appropriation of funds; and

WHEREAS, the Parking Agreement would be subject to approval by United Way as the current tenant, and any future tenant on the City Property would lease the City Property subject to the Parking Agreement; and

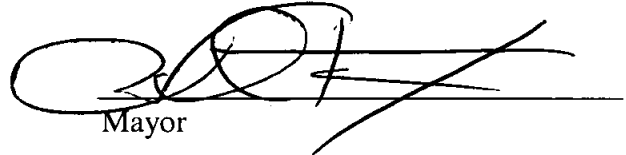
WHEREAS, Article XI, Section 10 of the City Charter authorizes the City Council to permit the use or occupancy of any street, alley, or public place, provided that such permit shall be revocable by the City Council at its pleasure, whether or not such right to revoke is expressly reserved in such permit.

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

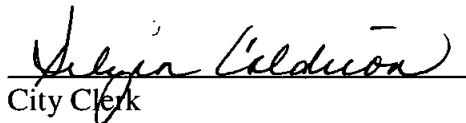
Section 1. That the City Council hereby makes and adopts the determinations and findings contained in the recitals set forth above.

Section 2. That the City Manager is hereby authorized to execute the Parking Agreement with Confluence on terms and conditions consistent with this Resolution, together with such additional terms and conditions as the City Manager, in consultation with the City Attorney, determines to be necessary or appropriate to protect the interests of the City or to effectuate the purposes of this Resolution, including any necessary corrections to the legal description of the City Property, so long as such changes do not result in a material increase or change in character of the rights permitted under this Resolution.

Passed and adopted at a regular meeting of the Council of the City of Fort Collins this 21st day of August, A.D. 2018.

  
Mayor

ATTEST:

  
City Clerk



3.9 CSU must notify the City of the dates of games and the kickoff times as soon as reasonably possible so that the City can adjust and plan service.

#### **4. FEES AND SERVICES**

4.1 The City will provide bus operations for six (6) Game Days and the associated bus operator salaries, benefits, insurance, bus stop and wayfinding signs, queue fencing, fuel (bio-diesel and Compressed Natural Gas), fleet maintenance expenses, and support personnel salaries and benefits (the "Game Day Services"). Support personnel include customer service staff, additional dispatchers and Road Supervisors, and maintenance staff. No additional bus operation costs incurred by the City, direct or indirect, shall be the responsibility of CSU.

4.2 The Game Day service level and cost are subject to adjustment based on ridership and other information gathered from each game upon mutual agreement by both parties.

4.3 The City shall invoice, and CSU shall remit payment, no later than thirty (30) days after actual receipt of each invoice, the actual costs of providing the Game Day Services, as well as the City-provided Traffic Control and signage services associated with each Game Day.

4.4 CSU will be responsible for City costs related to door hangers, utility inserts and Neighborhood Outreach for the first two (2) games, which costs will be invoiced pursuant to Paragraph 4.3.

4.5 CSU will be responsible for City costs related to neighborhood signage (barricades for RP3) and parking lot signage, Transfort staging traffic control located behind the Downtown Transit Center, and management along Shields.

4.6 Exhibit F outlines estimated expenses for the entirety of the season. These estimates are intended to be a guide, but are not be representative of the final, total cost.

#### **5. SERVICE CHARACTERISTICS AND OPERATIONS**

5.1 As fully described in each Service Addendum, Game Day Services will be enhanced with higher frequencies (see Exhibit B) and trailer buses along the Mason Corridor (MAX), and West Elizabeth and the ADA Shuttle (HORN detour). See Exhibits C, D, and E for Game Day Service route maps.

5.2 CSU will be responsible for actual costs the City incurs related to the Game Day Services for two and one-half (2.5) hours prior to "kick-off" and one (1) hour after the game ends.

5.3 During the football game, transportation service extensions may be adjusted based on service needs and coordination between the parties.

5.4 Post-game target is to clear Game Day attendees within one (1) hour following the conclusion of the respective game.

5.5 Existing services will continue pre-, during, and post-game. Additional vehicles will be staged in the area around the stadium during the game to accommodate a mass exodus from the stadium when needed. Staging will occur at the CSU Transit Center, the Downtown Transit Center, and along the MAX corridor. These vehicles will be used on the standard, agreed-upon routes.

5.6 Transfort will provide buses and operators to the extent possible based on available resources. Additionally, pursuant to Section 4.2, upon agreement with CSU, services may be increased or decreased, and fees adjusted, to account for changes in event schedule, available resources or expected transit demand.

5.7 Routes and service will be provided as per the chart of headways by route, attached hereto in each yearly Service Addendum and incorporated by this reference. Combined service headways equal pre-existing, base frequencies plus service on those routes added for Game Day Services. For example, MAX typically runs at ten (10) minute headways, and by adding five (5) minute headways (additional buses) the route will offer five (5) minute headways (approximately). However, actual headways will vary, and post-game service is intended to allow buses to be staged in a line to facilitate the boarding process and departure as soon as a bus is sufficiently full. In effect, headways may be lower than five (5) minutes during peak service.

## **6. SERVICE CONSIDERATIONS**

6.1 CSU will notify the City immediately via email upon learning that CSU will host a postseason game as described in Section 3.3. If such notice is received by the City less than thirteen (13) days prior to such postseason game, the Parties will work together to ensure the Game Day Services for any postseason game are provided to the greatest degree possible. Any postseason game will be treated as an additional Game Day under this Agreement for the purposes of costs and services, however, the City has the right to unilaterally adjust the level of service for a postseason game based on available resources at the time it is made aware of a postseason game.

6.2 All vehicles used for the Game Day Services will be ADA accessible. Federal regulations require that complementary door-to-door Paratransit service will also be provided within ¾ mile of the shuttle routes, which service will be provided by Transfort's Dial-A-Ride service pursuant to the terms and conditions of that service.

6.3 Game Day Services include Transfort support services including additional customer support services, dispatchers and road supervisors providing supervision during the entirety of the enhanced service.

6.4 Ridership during Game Days and for repark will be tracked using automatic passenger counters that are installed on Transfort's fleet of vehicles. Transfort will provide this information to CSU after each game as soon as practical.

## **7. MARKETING AND COMMUNICATIONS**

7.1 City and CSU acknowledged that effective communication about Game Day Services is essential for ensuring Game Day Services provide a viable means of transportation to and from the stadium on Game Days.

7.2 Announcements to existing and potential ticket holders regarding the availability of transit for Game Day transportation will be provided by CSU in a manner determined by CSU at its sole discretion, but at a minimum such announcements will be made via direct email.

7.3 The City/Transfort will use existing communication tools to post information regarding the transportation services at the following areas and in the following ways:

- 7.3.1 Rider alerts at Transit Centers (DTC, CTC and STC) and inside regular fixed route buses;
- 7.3.2 Transfort website;
- 7.3.3 Email to the Transfort newsletter distribution list;
- 7.3.4 Announcements in social media accounts (Twitter, Facebook, etc.);
- 7.3.5 Utility bill inserts; and
- 7.3.6 Door hangers.

## **TRANSIT SERVICES FOR STUDENT REPAK**

### **8. ASSUMPTIONS**

8.1 Lots will be available for student repark. These may include, but are not limited to:

- 8.1.1 Westfall surface parking #115;
- 8.1.2 Parmelee surface parking #145;
- 8.1.3 Allison surface parking #170;
- 8.1.4 S. College Avenue parking garage (#577); and
- 8.1.5 Lake Street parking garage (#570), for overflow if necessary

8.2 The lots listed in Section 8.1 represent approximately 2,000 parking spaces.

8.3 There are approximately 2,000 residence hall permits sold each year (including Laurel Village).

8.4 Residence hall occupants will not be assigned parking in a particular location.

8.5 Residence hall occupants will be required to relocate or repark vehicles by 8 p.m. on evenings prior to Saturday Game Days. Reparked vehicles may be retrieved from repark lots at any time and may resume normal permit parking beginning four (4) hours after a game concludes. Reparked vehicles must be retrieved from the reparking lots by 7 a.m. the following business day.

8.6 Currently, the Around the Horn Campus Shuttle transit (the "Horn") operates ten (10) minute frequencies from 7:00 a.m. – 6:30 p.m. weekdays when CSU is in session and thirty (30) minute frequencies on Saturdays and weekdays when CSU is out of session. During Game Days, the Horn Campus Shuttle will be detoured due to closures and to accommodate ADA Lot Access.

## **9. FEES AND SERVICES**

9.1 If so described in a Service Addendum, the City will provide bus operations, in addition to regular services, for the Horn campus shuttle route, and the associated expenses for bus operator salaries, benefits, operator uniforms, insurance, fuel (bio-diesel and Compressed Natural Gas), fleet maintenance expenses and the "Repark Services".

9.2 The Repark service level is subject to adjustment based on ridership and other information gathered after each game. Services may be reduced or expanded upon agreement between the Parties depending on demand.

9.3 The City shall invoice CSU after instance of Repark Services the actual cost of providing the services. CSU shall remit payment no later than thirty (30) days after actual receipt of each invoice.

9.4 CSU will provide communication to occupants of residence halls about the availability of the Horn for student repark. Information may include service hours, times, frequencies and pickup/drop off locations.

9.5 Exhibit F outlines estimated expenses for the entirety of the season. These estimates are intended to be a guide, but are not be representative of the final, total cost.

## **GENERAL TERMS AND CONDITIONS**

### **10. REPRESENTATIVES AND NOTICES**

10.1 The Parties hereby designate the following representatives for purposes of managing this Agreement and receiving notices hereunder. A Party may change its designated

representative(s) at any time by service of notice in the same manner as any other notice. Any notice required or desired to be given under this Agreement shall be deemed received when hand-delivered to the other Party or sent by certified mail, return receipt requested, to such Party at the following addresses:

<p><b>UNIVERSITY:</b></p> <p>Doug Max Senior Associate Athletic Director for Facilities &amp; Event Management 0120 Campus Delivery Colorado State University Fort Collins, CO 80523-0120</p> <p>AND</p> <p>Vice President for University Operations 318 Administration Colorado State University Fort Collins, CO 80523</p> <p><b>With a copy to:</b></p> <p>Office of the General Counsel 0006 Campus Delivery Fort Collins, CO 80523-0006</p>	<p><b>CITY:</b></p> <p>Drew Brooks Transfort Parking Services Director 250 N. Mason Fort Collins, CO 80524</p> <p>AND</p> <p>Office of the City Manager City of Fort Collins P.O. Box 580 Fort Collins, CO 80522</p>
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Proof of service of any notice in accordance with this provision may be required.

**11. TERMINATION**

11.1 **TERMINATION FOR DEFAULT.** A Party will be considered in default of its obligations under this Agreement if such Party should fail to observe, to comply with, or to perform any term, condition, or covenant contained in this Agreement. The non-defaulting Party shall provide written notice to the defaulting Party of any such default. The defaulting Party shall have ten (10) days after receipt of such notice to remedy said default. During the ten (10) day period in which the defaulting Party may cure the default, the Parties will make reasonable attempts to resolve the claimed default. If the default is not cured by the end of this ten (10) day period, the non-defaulting Party may declare this Agreement terminated, but shall not be relieved of its obligations incurred prior to the date of termination.

11.2 **TERMINATION FOR CONVENIENCE.** Either Party has the right to terminate this Agreement, or any yearly Service Addendum, for any or no reason upon not less than thirty (30) days' advance written notice to the other Party.

**12. MISCELLANEOUS PROVISIONS**

12.1 Entire Agreement. This Agreement constitutes the entire agreement between the parties, and supersedes any previous contracts, understandings, or agreements of the parties, whether verbal or written, concerning the Game Day Services. Any amendment or Service Addendums to this Agreement must be in writing and signed by both Parties.

12.2 Waiver of Breach. The waiver by either Party of a breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach of the same or other provision hereof.

12.3 Severability. In the event that any provision of this Agreement is held unenforceable for any reason, the remaining portions of this Agreement shall remain in full force and effect.

12.4 Assignment. No assignment of this Agreement or the rights and obligations thereunder shall be valid without the specific written consent of both parties hereto.

12.5 Independent Contractors. Each Party and its governing board, officers, directors, employees, and agents are independent contractors in relation to the other Party with respect to all matters arising under this Agreement. This Agreement shall not be construed to create any partnership, joint venture, nor other agency relationship between the parties, who are independent of one another. The City and its employees shall not be considered employees of the University for any purpose whatsoever and are not entitled or eligible for any employment benefit or compensation from the University, for example, medical benefits, retirement benefits, or worker's compensation coverage.

12.6 Choice of Law. This Agreement shall be governed by the laws of the State of Colorado, without regard to the conflict of laws provision thereof.

12.7 Third Party Beneficiaries. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the City and the University. Any services or benefits that third parties receive as a result of this Agreement are incidental to the Agreement, and do not create any rights for such third parties.

12.8 Controller's Approval. C.R.S. § 24-30-202(1). This Agreement shall not be valid until it has been approved by the Colorado State University Controller or designee.

12.9 Fund Availability. C.R.S. § 24-30-202(5.5). Financial obligations of the University and the City payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

12.10 Liability; Governmental Immunity. Each Party shall be solely responsible for its actions, including the actions of its employees or authorized volunteers. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, by either Party, 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., or the Federal Tort Claims Act, 28 U.S.C. §§ 1346(b) and 2671, et seq., as applicable now or hereafter amended.



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

12.12 Nothing in this Agreement, or in the Game Day Services, is considered by the Parties to fall within the definition of "charter service" within the meaning of the United States Federal Transit Administration ("FTA") Regulations at 49 CFR Part 604, implementing U.S.C. 5232(d). The Parties agree that any direction from FTA, its officials, agents or consultants, to alter the Game Day Services to comply with 49 CFR Part 604 will be complied with and will not constitute a breach of this Agreement.

12.13 This Agreement, and the Game Day Services, is to be construed in accordance with 49 U.S.C. §5333(b) and nothing in this Agreement is meant to, or will be construed to, displace mass transit employees in Fort Collins.

12.14 This Agreement, and any amendment or Service Addendum, may be executed by either Party in counterpart, each of which shall be deemed an original, and which together shall constitute one and the same document. Delivery of an executed Agreement by one party to the other may be made by facsimile transmission, including e-mail.

[SIGNATURE PAGE FOLLOWS]

**IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT:**

**CITY:**

**CITY OF FORT COLLINS, COLORADO**

By: \_\_\_\_\_  
Wade Troxell, Mayor

Date: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_  
City Clerk

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Deputy City Attorney

**UNIVERSITY:**

**STATE OF COLORADO**

**John W. Hickenlooper, GOVERNOR**

Board of Governors of the Colorado State University System,  
acting by and through Colorado State University

Dr. Anthony Frank, President

By: \_\_\_\_\_  
Lynn Johnson  
Vice President for University Operations

Date: \_\_\_\_\_

**REQUIRED APPROVALS:**

By: \_\_\_\_\_  
Steve Cottingham  
Deputy Director of Athletics

Date: \_\_\_\_\_

**Account No.:** \_\_\_\_\_

**LEGAL SUFFICIENCY:**

Cynthia H. Coffman, Attorney General, State of Colorado

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

Grant N. Calhoun, JD  
Assistant Legal Counsel / Director of Contracting Services  
Office of the General Counsel

**ALL CONTRACTS MUST BE APPROVED BY THE COLORADO STATE UNIVERSITY CONTROLLER**

**C.R.S. § 24-30-202 and University Policy require that the University Controller approve all state contracts. This Agreement is not valid until the University Controller, or such assistant as he may delegate, has signed it. The City is not authorized to begin performance until this Agreement is signed and dated below. If performance begins prior to the date below, the University and/or State of Colorado may not be obligated to pay for the goods and/or services provided.**

**COLORADO STATE UNIVERSITY CONTROLLER**

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

Name: \_\_\_\_\_

Date: \_\_\_\_\_

**2018 SERVICE ADDENDUM  
GAME DAY TRANSPORTATION SERVICES**

**EXHIBIT A: 2018 REPAK SERVICES CHARACTERISTICS AND OPERATIONS**

- Around the Horn Campus Shuttle operating hours will be extended to accommodate student repark transportation needs.
- When not on detour for Gameday Service as the ADA Stadium Shuttle or due to other events, the Horn will continue regular service routing.
- Service on Sundays (and all other periods) will be open to the public. Required complementary paratransit (Dial-A-Ride, DAR) is included in the Sunday service. Trips on DAR would be available ¾ mile from the Horn route.
- CSU Athletics will be invoiced for additional HORN service outside normal operating hours, as defined below.
- Service Frequencies

**Saturday football games**

Friday

7:00 a.m. – 6:30 p.m.....10 minutes

(normal operating hours)

6:30 p.m. – 8:00 p.m.....20 minutes\*\*

(extended operating hours)

Sunday

8:00 a.m. – 11:00 a.m.....20 minutes\*\*

(extended operating hours)

**Friday football games**

Thursday

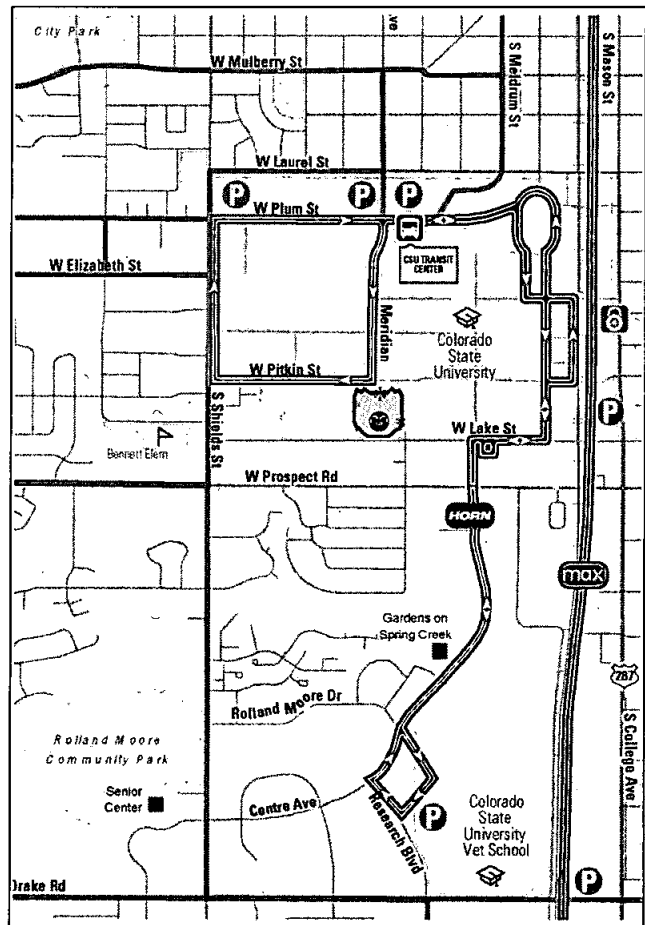
7:00 a.m. – 6:30 p.m.....10 minutes

(normal operating hours)

Saturday

8:00 a.m. – 6:30 p.m. ....20 minutes

(normal operating hours)



*Around the HORN Alignment*

**\*\* Additional HORN service that will be invoiced to CSU Athletics.**

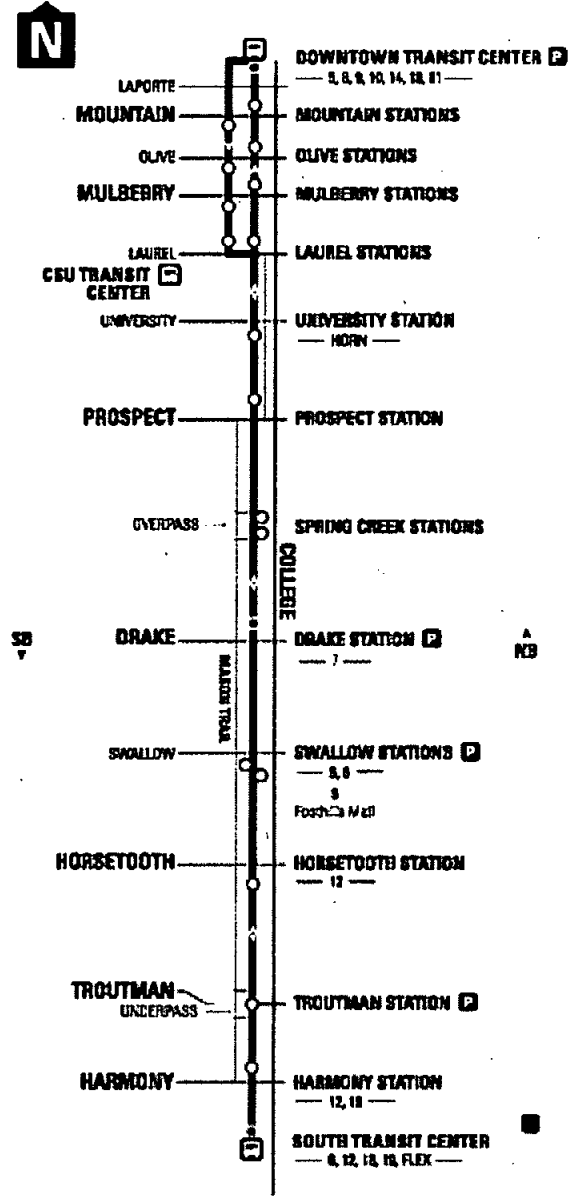
**EXHIBIT B: ENHANCED GAME DAY SERVICE HEADWAYS**

Enhanced Route/Corridor	Headway - Minutes						
	Baseline Service	Pre-Game		During Game		Post-Game	
		Combined	Added*	Combined	Added*	Combined	Added*
MAX	10	3	5	10	0	3	5
Route 2 (Prospect/Elizabeth)	30	30	0	30	0	30	0
Route 3 (Elizabeth)	30	30	0	30	0	30	0
ADA Shuttle (HORN detour)	20	5	20	5	20	5	20

\* "Added" means additional services beyond existing baseline service.

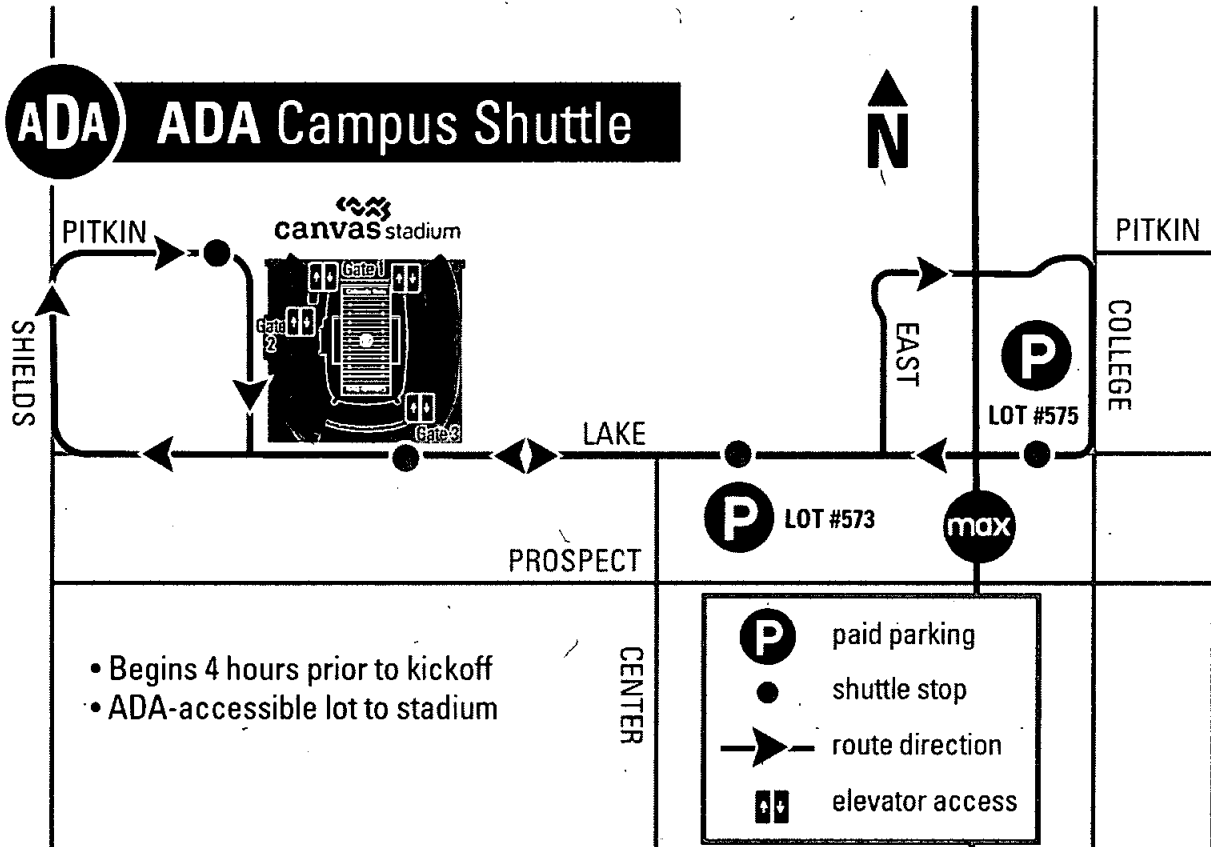
EXHIBIT C: MAX ROUTE MAP

**max** DTC · MASON · STC  
EFFECTIVE 08/21/17





**EXHIBIT E: ADA CAMPUS SHUTTLE ROUTE (HORN DETOUR)**





**EXHIBIT F: ESTIMATED EXPENSES FOR 2018 SEASON**

			<b>Total</b>	<b>\$113,300</b>
Department	Labor/Expense?	Item	Date	Estimate
Transfort	Labor	Labor	Saturday, August 25, 2018	\$ 10,100
Transfort	Expense	Queue Fencing	One Time	\$ 1,500
Transfort	Expense	Vehicle Costs (Fuel/Maintenance)	Saturday, August 25, 2018	\$ 2,600
Transfort	Expense/Labor	Reparking	Saturday, August 25, 2018	\$ 450
Traffic	Expense	Traffic Control	Saturday, August 25, 2018	\$ 4,600
Neighborhood Services	Labor	Labor	Saturday, August 25, 2018	\$ 1,200
Transfort	Labor	Labor	Saturday, September 08, 2018	\$ 10,100
Transfort	Expense	Vehicle Costs (Fuel/Maintenance)	Saturday, September 08, 2018	\$ 2,600
Transfort	Expense/Labor	Reparking	Saturday, September 08, 2018	\$ 450
Traffic	Expense	Traffic Control	Saturday, September 08, 2018	\$ 4,600
Neighborhood Services	Labor	Labor	Saturday, September 08, 2018	\$ 1,200
Transfort	Labor	Labor	Saturday, September 22, 2018	\$ 10,100
Transfort	Expense	Vehicle Costs (Fuel/Maintenance)	Saturday, September 22, 2018	\$ 2,600
Transfort	Expense/Labor	Reparking	Saturday, September 22, 2018	\$ 450
Traffic	Expense	Traffic Control	Saturday, September 22, 2018	\$ 4,600
Transfort	Labor	Labor	Saturday, October 13, 2018	\$ 10,100
Transfort	Expense	Vehicle Costs (Fuel/Maintenance)	Saturday, October 13, 2018	\$ 2,600
Transfort	Expense/Labor	Reparking	Saturday, October 13, 2018	\$ 450
Traffic	Expense	Traffic Control	Saturday, October 13, 2018	\$ 4,600
Transfort	Labor	Labor	Friday, October 26, 2018	\$ 10,100

Transfort	Expense	Vehicle Costs (Fuel/Maintenance)	Friday, October 26, 2018	\$ 2,600
Traffic	Expense	Traffic Control	Friday, October 26, 2018	\$ 4,600
Transfort	Labor	Labor	Saturday, November 17, 2018	\$ 10,100
Transfort	Expense	Vehicle Costs (Fuel/Maintenance)	Saturday, November 17, 2018	\$ 2,600
Traffic	Expense	Traffic Control	Saturday, November 17, 2018	\$ 4,600
Transfort	Expense/Labor	Reparking	Saturday, November 17, 2018	\$ 450
Transfort	Expense	2018 Signs	One Time	\$ 1,300
CPIO	Expense	Utility bill inserts	One Time	\$ 1,700
CPIO	Expense	Door hangers	One Time	\$ 350