

# Greeley City Council Agenda

Regular Meeting  
Tuesday, June 16, 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/83011351454>

## **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](mailto: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](mailto:cityclerks@greeleygov.com) or 970-350-9740.

**Mayor**  
Dale Hall

**Mayor Pro Tem**  
Melissa McDonald

**Councilmembers**  
Craig Huddleston - Ward I  
Deb DeBoutez - Ward II  
Johnny Olson - Ward III  
Brian Rudy - Ward IV  
Ryan Roth - At-Large



## **City Council Regular Meeting Agenda**

**Tuesday, June 16, 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/83011351454>**

---

1. Call to Order
  2. Pledge of Allegiance
  3. Roll Call
  4. Approval of the Agenda
  5. Recognitions and Proclamations
  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 Meeting Proceedings of May 19, 2026 and City Council Work Session Proceedings of May 26, 2026
10. Resolution authorizing the City to enter into a contract for consulting services between the City of Greeley and Martin and Wood Water Consultants for Legal and Engineering services

11. Resolution authorizing the City to enter into a Master Contract for professional services between the City of Greeley and RS&H Inc. for design services for the MERGE project
12. Resolution authorizing the City to enter into an Intergovernmental Agreement regarding cost sharing for the 1601 review process for the US 34 & WCR 17 Interchange improvements
13. Resolution authorizing the City Manager to execute the First Amendment to an Intergovernmental Agreement regarding Cost Sharing for improvements at the Greeley-Weld County Airport
14. Resolution declaring the intent of the City of Greeley, Colorado to issue tax-exempt multifamily housing revenue bonds for the Prairie Rose Rehab Project
15. Resolution declaring the intent of the City of Greeley, Colorado to issue tax-exempt multifamily housing revenue bonds for the Hope Springs Project
16. Resolution declaring the intent of the City of Greeley, Colorado to issue tax-exempt multifamily housing revenue bonds for the Island Grove Village Apartments Project
17. Resolution declaring the intent of the City of Greeley, Colorado to issue revenue bonds in connection with financing residential facilities for low- and middle-income families or persons
18. Introduction of an ordinance ratifying and adopting the Collective Bargaining Agreement between the Greeley Fire Fighters Union, International Association of Fire Fighters Local 888 and the City of Greeley, which agreement by its terms is for a period commencing January 1, 2027 through December 31, 2028

---

**End of Consent Agenda**

---

19. Pulled Consent Agenda Items
20. City Attorney's Office 2027 Budget Reduction Proposal
21. Appointments to Boards and Commissions - Commission on Disabilities, Construction Trades Advisory and Appeals Board, Downtown Development Authority, Human Relations Commission, Museum Board, Water and Sewer Board and Youth Commission
22. 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
23. Scheduling of Meetings, Other Events
24. Adjournment



# Council Agenda Summary

Item: 5.

Title:

Recognitions and Proclamations

Summary:


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

Attachments:

Item 5 - Presentation



**City Council Meeting**  
**June 16, 2026**

An aerial photograph of a city, likely Denver, Colorado, showing a mix of urban buildings, green spaces, and a large body of water in the foreground. In the background, a range of mountains is visible under a clear sky. A large, white, semi-transparent banner is overlaid across the center of the image, containing the text of the Athenian Oath.

***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***

# Martinez Elementary Receives Center of Excellence Award

- The Colorado Department of Education recently selected Billie Martinez Elementary to receive the Colorado Centers of Excellence Award
- The award recognizes schools with a student population that is at least 75% at risk and demonstrating high rates of academic growth



# 2026 Leadership Weld County (LWC) Graduates

- The Greeley Area Chamber of Commerce announced 33 local graduates
- The program focuses on leadership capacity, collaboration, and community involvement
- Four City of Greeley employees graduated. Krista Bagnall (Municipal Court), Rochelle Peth (Culture, Parks & Recreation), Kalen Myers (Budget & Policy), Nelvis Alvarez (Communications & Engagement)



# Aims Receives Donation of a Rare Aircraft for Education

- Aims recently accepted a rare Maverick Twinjet 1500 aircraft donation from a Northern Colorado benefactor
- The donation provides students with valuable experience in advanced aviation technology







## Council Agenda Summary

### Title

Citizen Input

### Summary

You are welcome share comments or speak on agenda items that are not part of a public hearing. Each speaker will have up to 3 minutes. Council will listen closely to comments and may have staff follow up on specific questions.

- **In Person:** Sign up in Council Chambers (1001 11th St.) with name and address.
- **Virtual via Zoom:** After in-person speakers has concluded. Name and address required.
- **Written:** Submit by **12 p.m. meeting day** via email ([cityclerks@greeleygov.com](mailto: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.



## 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**

<b>Initiative No.</b>	<b>Council Member Initiating</b>	<b>Council Request</b>	<b>Council Meeting or Work Session Date Requested</b>	<b>Next Steps &amp; Schedule</b>	<b>Anticipated Deliverable &amp; Date (Report, Council Presentation, etc.)</b>	<b>Assigned to:</b>
11-2023	Clark/Butler	<b>Artificial turf and landscape standards</b>	August 1, 2023 Council Meeting	•Come back to Council with a draft ordinance	Landscape standards will be presented at a future work session.	Don Threewitt
5-2024	Hall	<b>Impact Fee Study Structure</b>	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.  DTA prepared two impact fee studies: One for West Greeley, one for the rest of the City.  Post-review of the studies determined West Greeley should have an assessment and impact fees should be Citywide.  DTA is finalizing the GID Assessment first, then the Citywide impact fee study.  City Council adopted the 2026 impact fees utilizing Raeftelis fee methodology.  It is anticipated that the new study will be brought to Council in time for adoption of the 2027 impact fees.	Allena Portis
8-2024	Olson	<b>Code Compliance</b>	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.  Staff presented at the April 14, 2026 WS.	Kelli Johnson/Buxton Demers
13- 2024	Butler	<b>Audit of Development Code</b>	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  Started phase 1 (procedures chapter). Remaining phases are on HOLD pending budget decisions.  The audit report is complete and will be provided in City Council's July 14 worksession packet. Larger Development Code updates will be brought forward in late 2026 and in 2027	Don Threewitt

3-2025	DeBoutez	<b>Public Art Program</b>	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.	Staff will return to Council for update. TBD.	Diana Frick
11-2025	McDonald	<b>Contractor Licensing</b>	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.	Staff working on implementation strategy/timeline and will bring ordinance to council July 7.	Don Threewitt
01-2026	Olson	<b>MERGE Project Update</b>	Council Meeting 1/6/2025	Monthly MERGE update with Mayor and Councilmember Olson. A quarterly meeting to done at a meeting.	Presentation scheduled May 26, 2026 WS.	Public Works
02-2026	Hall	<b>Economic Development Mayor Task Force</b>	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.	EDUR intends to present a resolution at the May19 Council Meeting to form the Task Force and have the Mayor appoint and recognize a Chairperson. The Chair will then conduct the rest of the proceedings to finalize the creation of the Task Force, with final selection of the total task force coming in the following weeks. All associated public facing correspondence (press release, LinkedIn, etc.) queued up ready to go. The Strategic Teams document is updated to reflect necessary changes with respect to Housing target participants, and contains a robust list of prospective candidates. Per CAO - The Task Force is subject to Open Meetings Law and will be formed under the same rules and procedures as a permanent Board or Commission.  Staff will present at the May 12 work session to obtain consensus from council on how to proceed with the next steps for creating the taskforce.  A resolution was adopted to create the taskforce on May 19, 2026.	EDUR/CMO
03-2026	Butler	<b>Marijuana Feasibility Preliminary Information</b>	Council Meeting 1/20/2026	Preliminary information for a feasibility study for sale, enforcement and regulation of MJ to include potential revenue. Include best practices from other municipalities.	CCO, PD, EDUR, CD, Budget, and HPG have reviewed information from neighboring communities and compiled a report including, revenue projections, licensing practices, costs, staff support, enforcement and other impacts.  Staff is preparing a report to be sent to council in a CM Friday memo.	CD/CCO
06-2026	Butler	<b>Signs in Parkways and Enforcement</b>	Council Meeting 2/17/2026	Staff to look at Sign Code section that relates to parkways and enforcement. Parkway is an area that homeowners have between the sidewalk and curb and the current code is not clear on whether a sign can be placed in that area. Therefore the request is for staff to bring back information on this and options to change that code. Particular one of the options being that homeowners can place signs in this area and allow an opprtunity for council to discuss.	Staff is bringing draft Sign Code updates for City Council consideration at the July 14 worksession.	Code Compliance/CD
05-2026	Rudy	<b>Hours Bathroom Facilities are open in City Parks</b>	Council Meeting 05/19/2026	A second grade classroom (Ms. McCall Fred Tajardes School of Innovation) spoke, requesting the bathrooms in local parks be open from March to November instead of May to September. Council reached consensus to have staff research the possibility of doing		Public Works



# Council Agenda Summary

June 16, 2026

Key Staff Contact: Heidi Leatherwood, City Clerk

## Title:

Motion to approve the City Council Meeting Proceedings of May 19, 2026 and City Council Work Session Proceedings of May 26, 2026

## Summary:

Council met on May 19 for regular business and actions. On May 26, Council met for a work session to receive information and provide direction to staff.

## 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:

None

## 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. 05.19.2026 Regular Meeting Draft Minutes
2. 05.26.2026 Work Session Draft Minutes

City of Greeley, Colorado  
**City Council Meeting Proceedings**  
Tuesday, May 19, 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**

Deputy City Clerk Jennifer Middleton called the roll.

The following were present:

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

**4. Resolution appointing David “Craig” Huddleston to the vacant Ward 1 Office for Councilmember**

Mayor Hall presented a resolution to appoint David "Craig" Huddleston to the vacant Ward I Councilmember seat.

**Councilmember Olson moved to adopt the resolution. Councilmember Roth seconded the motion. The motion passed 6–0 at 6:04 p.m.**

**5. Oath of Office**

Municipal Judge Mark Gonzales administered the Oath of Office to Councilmember David "Craig" Huddleston, who was welcomed to his seat by Mayor Hall and Council.

**6. Mayor’s Order for Emergency Succession – Discussion of Council Assignments to Boards and Commissions and Standing Committees**

Mayor Hall announced the order for emergency succession, with Councilmember Huddleston being added as the seventh member of Council.

Mayor Hall announced the following updates to board and commission assignments following Councilmember Huddleston's appointment:

- Councilmember Huddleston was appointed to the Human Relations Commission.

- Councilmember Roth was assigned as representative to both the Downtown Development Authority and the Island Grove Advisory Board.
- Mayor Pro Tem McDonald was assigned to the Police Pension Board.

## **7. Approval of the Agenda**

No changes were made to the agenda.

## **8. Recognitions and Proclamation**

### **Historic Preservation Month Proclamation**

Mayor Hall read the Historic Preservation Month Proclamation at 6:05 p.m. Dan Podell, Marshall Clough, and Betsy Kellums from the Greeley Historic Preservation Commission accepted.

### **Public Works Week Proclamation**

Mayor Hall read the National Public Works Week Proclamation at 6:09 p.m. Public Works Director Seth Sorensen and Infrastructure Superintendent Jerry Pickett, along with members of the public works team accepted.

### **National Travel & Tourism Month Proclamation**

Mayor Hall read the National Travel and Tourism Week Proclamation at 6:13 p.m. Deputy Director of External Communications Jaqueline Villegas, Rochelle Peth, Katie Thompson, John Kietzmann, Thaddeus Ellis, Joey Martinez, and Patience Medina accepted.

### **Early Risers Toastmaster Club #784 Day Proclamation**

Mayor Hall read the Early Risers Toastmasters Club #784 Day Proclamation at 6:18 p.m. Club President Sharon Foster, Verniece Thomas, Bob Johnston, Deb Johnston, Nancy Puga, Pam Groeger, Tony Groeger, and Bill Gillard accepted.

### **What's Great About Greeley Report**

Councilmember DeBoutez presented the "What's Great About Greeley" report, at 6:22 p.m.

Mayor Hall welcomed Seth Sorensen as the new Public Works Director.

## **9. Citizen Input**

1. Geoffrey Havens spoke about the CPRD Cost Recovery Management Plan, discussing fee increases, stakeholder engagement, and process evaluation of the City's role in museum operations.
2. Tannis Bator spoke about prioritizing Greeley's attractions and other cultural assets in budget decisions.
3. Gary Alexander spoke about museum investment, stressing the vital role of quality-of-life amenities in the community and unique experiential education.
4. Karen Zach announced the America 250/Colorado 150 celebration planned for Bittersweet Park and public ceremony on August 1 at 10 a.m.

5. Tiffany McCall, accompanied by a group of student representatives, presented a petition requesting the park restroom hours be extended beyond the current May 1–September 30 window.
6. Jeremy Peterson opposed a large-scale data center development proposal in Greeley, arguing that such facilities place extraordinary demands on electricity, water, and infrastructure.
7. Steve Teets spoke about safety concerns of new paratransit vans whose rear-exit design was unsafe. He also opposed e-bikes and e-scooters as unsafe for pedestrians.
8. Jude Nordstrom spoke about the inability to hear speakers in the back of the room, asked for the Cascadia issue to be placed on the ballot and train horn noise at railroad crossings.
9. Tiffany Simmons spoke about the CPRD cost recovery plan highlighting that the communities used for price comparisons did not reflect Greeley's demographics.
10. Bill Gillard spoke about the budget situation and requested a longer time period between first and second reading of ordinances.
11. Peggy Sue Squires spoke about transparency and fiscal responsibility and police staffing shortages for community issues like homelessness.
12. Stephanie Ludwigsen spoke about the West Greeley Project Oversight Committee's structure and outcomes and asked for clearer discussions.
13. Mary Metzger spoke about the oversight committee's facilitator and her concerns of bias towards adopting the Cascadia project. She also spoke about the city manager's salary and a data center partnership with county commissioners.
14. Evan Peterson supported placing the Cascadia/Catalyst project on the ballot and spoke about the city manager's salary and council members' compensation.
15. Alexandra Lavelle spoke community opposition to the Cascadia project and requested a vote on the ballot.

## **10. Reports from Mayor and Councilmembers**

Mayor Pro Tem McDonald reported on a Weld Project Connect meeting held the prior Thursday, a community services event offering free health services; announced the next event is October 15th and encouraged volunteer sign-ups through United Way. She also acknowledged Armed Forces Day, thanked CPRD staff who came in on their day off to assist with an event, and reported on a productive Monday meeting with Weld County, the airport authority, and city staff regarding east sub-area planning.

Councilmember Roth reported on a tour of city water resources taken with Councilmember DeBoutez, thanking staff members Virgil Pierce, Leah Hubbard, and Randy Gustafson (who has served Greeley Water for nearly 50 years) for their time. He also thanked staff from inspections and development for organizing a flag-laying ceremony at Lynn Grove Cemetery and encouraged the public to attend the Memorial Day ceremony Monday at 9 AM. He additionally announced Greeley's first USL League 2 soccer team, Atletico Union, would play their first home game Saturday at 6 PM at Jackson Field.

Councilmember DeBoutez reported having taken a travel training tour of Greeley-Evans Transit routes 1 and 5, noting that route 1 does have a squeaky brake issue that merits

attention. She thanked transit and public works staff for their service and announced she would hold office hours the following evening at 5 PM at Atlas Coffee House on 16th Street.

Mayor Hall reported on a Friday meeting with a delegation from Mongolia, whose representatives chose Greeley as a visit destination due to similarities with their home city. He noted the delegation expressed interest in a potential sister city arrangement and committed to compiling a formal report for Council. He also reflected on his participation in the Armed Forces Day ceremony with Mayor Pro Tem McDonald, Councilmember Rudy, and soon-to-be Councilmember Huddleston, noting it was personally meaningful to him as a veteran.

#### **11. Initiatives from Mayor and Councilmembers**

Councilmember Rudy put forward an initiative to direct Parks and Recreation staff to examine the feasibility of extending park restroom hours beyond the current operating season, prompted by the student petition presented during citizen input. Council reached consensus to pursue the initiative, and City Manager McBroom was directed to follow up.

#### **Consent Agenda**

12. Motion to approve the proceedings of the April 16 Special Meeting, April 21 City Council Meeting, and the April 28 Work Session
13. Resolution adopting an IGA with Weld County for new 24-hour ballot box drop off location
14. Resolution authorizing a grant agreement with the State of Colorado, Department of Local Affairs, to receive a Homelessness Resolution Program Grant
15. Resolution of the City Council of the City of Greeley establishing the Mayor's Economic Development Task Force

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

Mayor Pro Tem McDonald pulled Item 14.

**Councilmember Rudy made the motion to approve Consent Agenda Items 12, 13, and 15. Mayor Pro Tem McDonald seconded the motion. The motion passed 7-0 at 7:22 p.m.**

## 16. Pulled Consent Agenda Items

### **Item 14 — Resolution authorizing a grant agreement with the State of Colorado, Department of Local Affairs, to receive a Homelessness Resolution Program Grant**

Mayor Pro Tem McDonald pulled Item 14 to inquire about the sustainability of grant funding. Homelessness Solutions Director Mandy Shreve explained that this is the third year the city has received the grant from DOLA (Department of Local Affairs), noting that the structure changes each year. This year's award of \$115,000 includes \$75,000 for eviction prevention assistance and \$40,000 for street outreach, with both expected to be expended within the grant year. Mayor Pro Tem McDonald expressed concern about reliance on grant funding that may not be renewed, drawing a parallel to \$6 million in federal funding that had subsequently been absorbed into the city's general budget.

Deputy City Manager Kelli Johnson clarified that these specific dollars fund direct program services—such as short-term rental assistance, down payment assistance, and basic household needs—and are not tied to staff FTE positions, nor do they require a city match.

Mayor Pro Tem McDonald also asked whether there had been progress on developing a centralized system to coordinate eviction prevention services. Ms. Shreve acknowledged that those conversations had begun under a former housing specialist but had not been formalized, and noted the city is working alongside nonprofit partners already providing prevention services.

Councilmember Huddleston requested that staff provide Council with a list of all grant terms, conditions, and any state or federal riders attached to the agreement prior to execution. City Attorney Stacey Aurzada confirmed that staff reviewed all terms for legal compliance before signing and agreed to provide the list.

**Councilmember DeBoutez made the motion to adopt the resolution. Councilmember Rudy seconded the motion. The motion passed 7–0 at 7:30 p.m.**

## 17. Public hearing and second reading of an ordinance authorizing a salary and certain benefits for the City Manager

Director of Human Resources Martha Lanaghen introduced the item at 7:31 p.m.

Ms. Lanaghen presented the compensation ordinance for City Manager Brian McBroom. The package included a base salary of \$300,000 per year, standard city employee health benefits (medical, dental, etc.), a 12% retirement contribution to a 401(k), and PTO accrual at the rate of an executive with 21 or more years of tenure, capped at 500 hours.

Councilmember Roth raised a constituent concern regarding the city charter requirement that the city manager reside within city limits. City Manager McBroom confirmed the charter requirement and reported that, within the 60-day transition period provided in his employment agreement, he and his family have a home under contract in Greeley with an anticipated closing date of June 8th and a planned move by end of June.

Mayor Hall opened the public hearing at 7:34 p.m.

1. Bill Gillard spoke that the time span in between ordinance readings was insufficient for citizens to research and engage. He requested that additional work session be conducted in between readings.

2. Steve Teets questioned whether department directors' compensation was proportionate to what average taxpayers earn and called for greater balance.

3. Tiffany Simmons spoke and was reminded by Mayor Hall to limit her comments to the public hearing item.

4. Mary Metzger spoke but her comments were not related to the public hearing item.

With no further speakers the public hearing closed at 7:40 p.m.

Councilmember DeBoutez commented on the City Manager position, noting that managing a staff of 1,800 employees with a \$540 million budget, and being available 24/7, at \$300K equates to roughly \$33 per hour. She thanked Mr. McBroom.

Mayor Pro Tem McDonald echoed earlier sentiments and acknowledged Mr. McBroom's responsiveness and leadership during a period of significant internal and public scrutiny.

Councilmember Rudy thanked Mr. McBroom for his leadership.

Mayor Hall noted that the salary offered was below that of the former city manager and the general market rate for similar positions. He also thanked Mr. McBroom.

Councilmember Huddleston abstained from the vote, due to spoken potential conflict of interest.

**Mayor Pro Tem McDonald moved to adopt the ordinance and publish with reference to title only. Councilmember DeBoutez seconded the motion. The motion passed 6-0, with Councilmember Huddleston abstaining.**

**18. Public hearing and second reading of an ordinance authorizing the acquisition of real property by purchase or the power of eminent domain for the 12th St Outfall and potable water infrastructure**

Chief Engineer Adam Prior introduced the item at 7:45 p.m.

Mr. Prior provided background on the project, noting that Phase 1 was completed in 2025, sized for a 10-year storm event, now being upgraded to a 100-year flood event for greater downtown resiliency. The expanded project required additional water quality treatment capacity to meet state standards. The existing 6-acre-foot pond would be expanded to approximately 15 acre-feet to accommodate increased flows from downtown development.

The proposed property acquisitions involved fee simple purchases of the Nadir and Allen properties along Second Avenue, easements across CDOT Highway 34 right-of-way, and temporary and permanent easements through Leprino Foods Company for stormwater and water utility pipeline.

Mr. Prior noted that over the past six years, the city has undertaken 13 eminent domain authorizations involving 148 property owners and 199 parcels, and that only four required condemnation proceedings, none of which went to court.

Mayor Hall asked Mr. Prior to articulate the consequences of not proceeding. Mr. Prior explained that failing to act would result in non-compliance with state water quality requirements and limit flood mitigation capacity downtown, potentially exposing existing and future infrastructure to greater risk.

Mr. Prior noted that the Stormwater Advisory Board recommended Council approval of eminent domain authority on April 1, 2025.

Mayor Hall opened the public hearing at 7:57 p.m.  
With no further speakers, the public hearing closed at 7:57 p.m.

**Mayor Pro Tem McDonald made the motion to adopt the ordinance and publish with reference to title only. Councilmember Rudy seconded the motion. The motion passed 7–0 at 7:58 p.m.**

**19. Public hearing and second reading of an ordinance changing the official Zoning Map of the City of Greeley, Colorado, from Holding Agriculture (H-A) to Commercial High Intensity (C-H) and Industrial Medium Intensity (I-M) changing the land use designations for approximately 290.56 acres located southeast of the intersection of and US Highway 34 and County Road 17**

Interim Planning Manager Caleb Jackson introduced the item at 7:58 p.m.

The 290-acre site was annexed in 2000 and remained in Holding Agriculture zoning since that time. The proposed rezone designates approximately 235 acres as Commercial High Intensity (C-H) and 55 acres as Industrial Medium Intensity (I-M).

Planning Commission recommended approval 7–0. Staff recommends approval, finding the proposal consistent with rezoning criteria, the Windsor-Greeley intergovernmental agreement identifying the area as an employment corridor, and the recently adopted three-mile plan.

Applicant representatives Don Ryan of LAI Design Group and Matt Notter, CFO of Roche Constructors, presented a conceptual development vision including retail, residential, conservation easement and open space. Both acknowledged the development timeline was 15–20 years and the retail remained subject to market conditions.

Councilmember DeBoutez asked about the site's status as a gateway into the community and the relevance of the community separator designation in the Imagine Greeley comprehensive plan. Mr. Jackson clarified that the plan allows commercial uses in some portions of the community separator, particularly near a planned future interchange.

Councilmember DeBoutez also asked whether the rezone would be compatible with form-based zoning concepts. Mr. Jackson confirmed this was a traditional zoning district application and that a form-based code has not yet been adopted.

Councilmember Huddleston spoke about the industrial component of the project, noting that industrial job creation is a priority for Ward I residents. He asked that the applicants consider orienting industrial traffic access from County Road 17 and pushing the industrial uses toward the rear of the development, preserving the gateway character of the site. Mr. Notter confirmed that the placement of industrial uses was deliberately chosen to minimize proximity to anticipated residential development in the adjacent Del Antero PUD, and that heavy traffic users would be directed to County Road 17.

Mayor Hall opened the public hearing at 8:13 p.m.

1. Bill Gillard spoke in support of the project, connecting it to broader economic development goals and diversifying Greeley's tax base.
2. Steve Teets spoke about the loss of agricultural land, transit and traffic on Highway 34 and County Road 17 and suggested maintaining holding agriculture zoning until issues were resolved.

With no further comments the public hearing closed at 8:17 p.m.

**Mayor Pro Tem McDonald moved to adopt the ordinance and publish with reference to title only. Councilmember Olson seconded the motion. The motion passed 6–1 at 8:18 p.m., with Councilmember DeBoutez voting “nay”.**

**20. Public hearing and second reading of an ordinance changing the official Zoning Map of the City of Greeley, Colorado, to establish H-A (Holding Agriculture) Zoning for property, known as the “Schmerge” annexation, located generally east of Weld County Road 17 and North of Weld County Road 60 and west of State Highway 257. The subject site is comprised of 219.221 acres**

Interim Planning Manager Caleb Jackson introduced the item at 8:19 p.m.

Mr. Jackson presented this city-initiated establishment of zoning for the 219-acre Schmerge annexation, which was previously zoned as part of the Cascadia PUD. He noted that following the February 24 voter repeal of the Cascadia PUD state law required the city to reestablish zoning within 90 days of annexation. The proposed holding agriculture (H-A) designation would serve as a placeholder consistent with the Bluffs designation in the Imagine Greeley comprehensive plan, until the landowner proposes new zoning or further master planning was completed.

Councilmember Olson asked about the implications of a pending state supreme court case involving the Water Valley property owner's lawsuit challenging the referendum result. City Attorney Stacey Aurzada confirmed that the lawsuit was pending the supreme court decision. If the court ruled in the plaintiff's favor and the district court subsequently voided the referendum, the original PUD zoning would be reinstated and supersede the

H-A designation. The city was required by statute to establish zoning within the 90-day window regardless of pending litigation.

Mayor Hall opened the public hearing at 8:22 p.m.

1. Bill Gillard spoke that the supreme court case may favor restoration of the original PUD. This would then be a costly exercise for the community.
2. Steve Teets spoke about placing a hold on the rezoning until the court case is resolved.

Mayor Hall clarified that state law does not allow the city to wait, as zoning must be established within 90 days of annexation.

With no further speakers, the public hearing closed at 8:24 p.m.

**Councilmember DeBoutez made the motion to adopt the ordinance and publish with reference to title only. Councilmember Olson seconded the motion. The motion passed 7-0 at 8:25 p.m.**

**21. Public hearing and second reading of an ordinance changing the official Zoning Map of the City of Greeley, Colorado, to establish H-A (Holding Agriculture) Zoning for property known as the “Kinnison” annexation, located generally east of 131st Ave and north of US Highway 34 and West of State Highway 257, into the City of Greeley. The subject site is comprised of 73.319 acres.**

Interim Planning Manager Caleb Jackson introduced the item at 8:26 p.m.

Mr. Jackson presented this companion city-initiated zoning establishment for the 73-acre Kinnison annexation, sharing the same background and rationale as the Schmerge annexation. This was part of the Cascadia PUD, repealed by referendum on February 24, and now is required to be rezoned within 90 days.

The site is undeveloped with significant topography, north of Highway 34 and west of State Highway 257, adjacent to Arroyos del Sol.

Planning Commission recommended approval. No questions were raised by Council.

The public hearing was opened at 8:27 p.m.

With no speakers, the public hearing closed at 8:28 p.m.

**Councilmember Olson made the motion to adopt the ordinance and publish it with reference to title only. Councilmember Roth seconded the motion. The motion passed 7-0 at 8:28 p.m.**

**22. Appointments to Boards and Commissions - Downtown Development Authority, Human Relations Commission and Youth Commission**

Deputy City Clerk Jennifer Middleton announced the following appointments:

- Kent Henson was appointed to the Downtown Development Authority for a term of 4 years.

- Jordan Miller was appointed to the Human Relations Commission for a term of 3 years.
- Ashlyn Craig, Alexandra Reyes, and Lillian Russell were appointed to the Youth Commission each for a term of 2 years.

**23. Motion to go into Executive Session to discuss the purchase and transfer of real estate, receive instructions regarding negotiations, and if necessary, receive legal advice related to the Civic Campus project and associated intergovernmental and development negotiations**

Motion to go into Executive Session pursuant to CRS 24-6-402(4)(a) and (4)(e)(I) and Greeley Municipal Code 2-151(a)(1) and 2-151(a)(5), and if necessary, to receive legal advice pursuant to CRS 24-6-402(4)(b) and Greeley Municipal Code 2-151(a)(2)

**Councilmember Olson moved to approve the motion. Councilmember Rudy seconded the motion. The motion passed 7–0 at 8:30 p.m.**

**24. 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 Olson moved to approve the motion. Mayor Pro Tem McDonald seconded the motion. The motion passed with a voice vote 7–0 at 8:31 p.m.**

**25. Scheduling Meetings, Other Events**

None.

**26. Adjournment**

With no further business to come before Council, Mayor Hall announced that council would go into executive session at 8:31 p.m. and upon conclusion of the executive session, the meeting would be adjourned.

**23. Motion to go into Executive Session to discuss the purchase and transfer of real estate, receive instructions regarding negotiations, and if necessary, receive legal advice related to the Civic Campus project and associated intergovernmental and development negotiations**

Mayor Dale Hall started the Executive Session at 8:43 p.m. in the Colorado Room. The meeting was electronically recorded as required by Colorado Open Meetings Law.

All Councilmembers were present along with City Attorney Stacey Aurzada, City Manager Brian McBroom, Deputy City Manager Kelli Johnson, Senior Strategic Advisor John Hall, Division Treasurer Robert Miller, Deputy Director of Budget and Policy Kalen Myers, Finance Director Kirk Jones and Assistant City Attorney Ned Chapin.

The executive session was for the purpose of discussing the purchase and transfer of real estate as provided for under C.R.S. Section 24-6-402(4)(a) and Greeley Municipal Code Section 2-151(a)(1), for determining positions, developing strategy, and instructing negotiators as provided for under C.R.S. Section 24-6-402(4)(e)(l) and Greeley Municipal Code Section 2-151(a)(5) and to receive legal advice related to these matters as provided 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 Executive Session concluded at 10:06 p.m.

The recording of the 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:

---

Mayor

Attested:

---

City Clerk

City of Greeley, Colorado  
**City Council Work Session Proceedings**  
Tuesday, May 26, 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 Craig Huddleston  
Councilmember Deb DeBoutez  
Mayor Pro Tem Melissa McDonald  
Councilmember Johnny Olson  
Councilmember Ryan Roth  
Mayor Dale Hall

Councilmember Brian Rudy had an excused absence.

**4. Reports from Mayor and Councilmembers**

Councilmember Olson provided a brief update on the West Greeley connectivity committee, noting that the group is engaged and asking substantive questions as they work through financial reports and potential options.

Councilmember Huddleston attended the Memorial Day ceremony at the cemetery and thanked those who served.

Councilmember Roth attended "Meet the Fleet" public works event at Lincoln Park, the Leadership Weld County graduation ceremony, and the Downtown Development Authority (DDA) board meeting. Councilmember Roth thanked the Linn Grove Cemetery team and the police department honor guard for their roles in the Memorial Day service.

Mayor Hall reported that a collective bargaining agreement with Greeley Firefighters Local 888 had been reached. As a result, the executive session scheduled for later in the evening (Item 8) would not be necessary.

**5. 2027 Budget Development Update**

City Manager Brian McBroom introduced the item at 6:07 p.m.

Mr. McBroom shared that several planned work session presentations on preliminary staff recommendations for the 2027 budget. Staff presentations were to inform Council, invite questions, and gather early feedback to shape that draft budget. He

also noted that additional informal briefing opportunities would be scheduled before the end of June.

### **Fire Department**

The Greeley Fire Department, led by Fire Chief Brian Kuznik, was assigned a 4% reduction target of approximately \$1 million, and met the target with the proposed budget reductions. Mr. McBroom characterized the reductions were concentrated in support functions and training, with no reductions to firefighting personnel. He cautioned that these expenses will eventually need to be restored to maintain operational capacity.

Council asked about the reduction of \$323K in training and certification funding, eliminating hiring, new employee training, and restrict training to mandatory and core operational requirements. Chief Kuznik explained that under the reduced budget, the department could likely only fund training for one to two new hires in 2027. This does not keep up with projected annual attrition rates.

Councilmember Roth asked how the department would handle this gap. Chief Kuznik indicated they may need to request assistance from the City Manager's Office or make further cuts.

Chief Kuznik added that key operational indicators would be the actual call volume and response times—an increase in either would signal the need for an immediate response rather than a reactive one.

### **Greeley Police Department**

Police Chief Adam Turk reported that the department was assigned a 4% reduction of \$1.57 million and exceeded the target by \$15,000. He emphasized that the strategic decision was made not to reduce sworn personnel or first responders in order to protect response times. However, reductions were made to non-sworn support functions, including records processing, evidence technicians, administrative support, analytical and investigative support, and community outreach programming.

Chief Turk provided an example of service-level impact already being felt: the elimination of walk-in window coverage for evidence release, which was now available by appointment only. He noted that 73% of the police budget was salary and benefits, and that another 12% was contractual obligations. He stressed there was no way to achieve the target without affecting personnel.

Councilmember DeBoutez asked about the types of calls being responded to, noting that approximately 80% of fire calls are EMS-related and that police are encountering roughly 30 to 40 homeless individuals per week. She questioned whether there were less costly response models. Chief Turk acknowledged the progress made on co-responder programs but noted the difficulty of eliminating police presence on many calls due to scene safety uncertainties.

Councilmember Olson asked about the drone program and if it would reduce calls. Chief Turk reported that the drone department has only been live for one month and lost a technician in the Real Time Information Center (RTIC) making it too early to collect meaningful data. He noted that drone-related technology costs were drawn

from the public safety tax fund, not the general fund, which is why no reductions were proposed in that area.

### **Office of Emergency Management**

The Office of Emergency Management (OEM), a two-person department, was assigned a 25% reduction target and were unable to meet that target. Mr. McBroom explained that staff made the deliberate decision to prioritize retaining both full-time positions given the department's small size and the critical nature of its work. Some non-personnel expenses were reduced, but a remaining gap of approximately \$83,000 for the portfolio was identified. The funding to cover this gap would still need to be identified.

Councilmember Huddleston asked about the sustainability of the reductions, questioning how long support-function cuts could be sustained before producing citizen-level impacts. Both chiefs acknowledged that service-level effects are already being felt and will need to be continuously monitored.

Councilmember Olson called for monthly reporting from both departments on call volumes, response times, and operational readiness so the Council can make informed decisions if revenues improve or conditions change.

Mayor Hall and Chief Turk also briefly discussed the potential for the drone program to eventually reduce apparatus deployment.

### **City Manager's Office, Budget and Policy**

Chief Financial Officer Allena Portis continued with a presentation at 6:32 p.m. which detailed the reductions for the City Manager's office, budget, and policy. The City Manager's office targeted a 25% reduction, which was met by eliminating positions such as the assistant city manager and chief public safety officer roles. These reductions were intended to concentrate on executive staffing, reducing leadership capacity and oversight but leaving minimal direct customer impact. This adjustment is expected to lower internal service support, concentrating on internal customers experiencing slower responses and limited support for special projects.

The finance department focused on balancing staffing cuts and revenue enhancements, surpassing a 17% reduction goal with a \$208,811 buffer. Key strategy involved elimination of an accounting manager role and increased cost recovery activities; the focus is on protecting public-facing services while implementing cost-recovery strategies due to internal management challenges and maximizing potential funds.

Overall, the portfolio achieved a surplus of \$21,811 on its budget target, reflecting concentrated efforts on reducing execution of cross-department collaboration with strategic cuts to internal department capacity to meet critical mission goals.

Councilmember Olson asked about contract work within the departments, efficiency improvements post-Oracle implementation, and the effectiveness of artificial intelligence tools. Ms. Portis noted that some required contracts exist and efficiency gains were being pursued through IT solutions to maximize labor resources.

Councilmember Olson asked about any potential impact on the audit process. Budget and Policy Director Nathan Mosley noted that no impact was seen currently and acknowledged continuous monitoring would be necessary with the new budget constraints.

Councilmember DeBoutez requested explanations regarding budget analyst roles. Finance Director Kirk Jones reviewed the roles as critical support for departmental budgets and expense management. The department would be absorbing the duties.

Councilmembers Olson and Huddleston emphasized the importance of self-managed budgets by respective project managers, advocating for higher ownership and responsibility within departments to be effective.

Councilmember Huddleston asked if current staffing was going to be manageable based on past levels. Ms. Portis and Mr. Jones explained role reallocations and long-term sustainability focus was underway.

Mayor Hall thanked staff for the information.

## **6. MERGE Program Update**

Civil Engineer IV Roch Labossiere, Public Works Director Seth Sorensen, and consultant Benjamin Rowles introduced the item at 7:05 p.m.

Mr. Rowles provided a design and procurement update, noting that the team is currently working through preliminary interchange evaluations, environmental assessment elements including noise walls and access concepts for local businesses and residents during construction, and a more detailed cost estimate. The RFQ for the Construction Manager/General Contractor (CMGC) was being finalized in coordination with CDOT and Greeley legal and procurement teams and is anticipated to be released in the second quarter. The CMGC will be engaged during the preconstruction phase to provide constructability reviews and value engineering.

Mr. Sorensen thanked CDOT for their partnership, particularly their expertise in the CMGC delivery method. He explained the project's financial framework: a combination of state and federal grants, local funds, and a TIFIA loan, which together are expected to cover the full project cost. The 30% design milestone is targeted for October–November 2026. Construction is anticipated to begin in Q2 or Q3 of 2028.

Councilmember Huddleston asked whether a contractor-based cost estimate had been obtained. Mr. Sorensen confirmed that estimates to date have been comparative, based on similar past projects, and that a more solid figure will emerge at the 30% design stage. He explained that if costs exceed available funding, the approach would be to adjust scope through value engineering while remaining within the bounds of the grant requirements.

Councilmember Olson acknowledged that the project scope has already been reduced from what was presented approximately a year and a half ago in order to define a clear area of disturbance for the NEPA process. Mr. Sorensen noted that the design contract with the design firm (RSH) had not yet been executed and would be brought to Council.

Mayor Hall thanked staff for the ongoing work.

**7. Re-Prioritizing the Poudre River Restoration Initiative (PRRI) Master Plan**

Deputy Director of Water Resources Leah Hubbard and Senior Water Resources Project Manager Kelen Dowdy introduced the item at 7:25 p.m.

Ms. Hubbard explained that Phases 1 and 2 of PRRI, conducted in 2024 and 2025, suffered from insufficient interdepartmental coordination, stakeholder exclusion, and a loss of project focus. Following a period of inactivity due to leadership transitions, a cross-departmental staff team developed a proposal for how the initiative could move forward.

The proposed structure centered on an interdepartmental steering committee (ISC) drawing on the city's existing subject matter experts across departments that work on the river corridor. Ms. Dowdy introduced a three-horizon planning approach:

- a long-term visionary plan (100-year perspective setting mission, values, and transformative goals),
- a short-term capital improvement project (CIP) plan identifying actionable projects over a 1 to 10-year window, and
- an adaptive planning framework connecting the two.

The adaptive approach is designed to allow the plan to function as a living document, with annual updates to Council.

The proposed project timeline called for departmental collaboration and MOU development through fall '26, release of an RFP in winter '26, award of master planning in early '27, and continued planning through '27 with regular Council check-ins.

Staff recommended reappropriating the \$500K currently budgeted for PRRI into 2027 to fund the master plan and initial CIP projects, with the intent to keep master planning costs closer to \$300K and reserve approximately \$200K for near-term projects.

Councilmember Olson stated he had reservations about committing \$500K during a period of significant budget constraint. Ms. Portis clarified that the \$500K was funded from the Quality-of-Life Fund, not the General Fund.

Councilmember Huddleston asked how soon projects could break ground under this framework. Ms. Dowdy responded that CIP projects could potentially begin within 1.5 years. Councilmember Huddleston suggested staff further define the breakdown of planned expenditures between health-and-safety/flood-focused activities and broader amenity-based projects and provide more granular milestones. As this would help with understanding the project for Council and the public.

Councilmember DeBoutez said that community surveys consistently identified river access and recreation as priorities, and that the project aligned with Council goals around public safety, economic development, and high-performance government.

Mayor Hall supported the restart and broadening the partnership to include corporate and private contributors.

Council reached consensus to support the restart of the PRRI master planning process under the model presented.

**8. Consideration of a motion to go into Executive Session for the purpose of receiving legal advice, determining positions, developing strategy, and instructing negotiators all related to the 2026 Greeley Fire Fighters International Association of Fire Fighters Local 888 (L888) collective bargaining agreement negotiations**

No action.

**9. Scheduling Meetings, Other Events**

None.

**10. Adjournment**

With no further business to come before the Council, the meeting adjourned at 8:04 p.m.

Approved:

**X**

---

Dale Hall  
Mayor

Attested:

**X**

---

Heidi Leatherwood  
City Clerk

---



# Council Agenda Summary

June 16, 2026

Key Staff Contact: Sean Chambers, Water & Sewer Director

## Title:

Resolution authorizing the City to enter into a contract for consulting services between the City of Greeley and Martin and Wood Water Consultants for Legal and Engineering services

## Summary:

Martin and Wood Water Consultants (M&W) worked for Greeley for over a decade providing niche water resource engineering professional services for Water Court proceedings and other water rights engineering tasks.

Greeley has utilized a master service agreement in the past with annual or project-specific purchase orders. Periodically, Water & Sewer's Water Resources project management and water supply administration staff coordinate with the procurement office on new purchase orders as necessary. Since the M&W consultant's engineering firm is a routine and essential element of Greeley Water's Water Court, Legal and Engineering workflow, the Water and Sewer Department and procurement staff recommend this change to the M&W professional services agreement. The agreement will improve project tracking, consultant responsiveness to unexpected water court filings, and assurance that Greeley's water rights portfolio is protected with essential water resource engineering that brings extensive system insights, institutional knowledge and a proven track record of protection.

## Fiscal Impact:

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

No Impact: This is simply a change in the agreement structure between Greeley and Martin and Wood.

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:

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. 83, 2026 with Exhibit A

**CITY OF GREELEY, COLORADO  
RESOLUTION NO. 83, 2026**

**A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO A CONTRACT FOR  
PROFESSIONAL CONSULTING SERVICES BETWEEN THE CITY OF GREELEY  
AND MARTIN AND WOOD WATER CONSULTANTS IN THE AREA OF WATER  
RESOURCES ENGINEERING**

WHEREAS, the City seeks assistance with water resources engineering services to, without limitation, support Greeley’s efforts to develop and protect its water rights portfolio in water court and in other associated contexts (“Services”); and

WHEREAS, Martin and Wood Water Consultants has developed a comprehensive understanding of the City’s water rights portfolio through years of providing water resources services to the City; and

WHEREAS, the most qualified consultant for the Services was determined to be Martin and Wood Water Engineers, who submitted a proposal for the Services in an annual amount not to exceed \$300,000; and

WHEREAS, the City has funding available to support execution of a contract for the Services (“Contract”); 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 in amounts of \$200,000 or more; and

WHEREAS, it is in the best interest of the citizens of the City to execute a Contract for the Services with Martin and Wood.

**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 Contract with Martin and Wood Water Engineers in the annual amount not to exceed \$300,000 except as otherwise allowed pursuant to the Contract, 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 Contract 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 ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2026.**

**ATTEST**

**THE CITY OF GREELEY, COLORADO**

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

**By:** \_\_\_\_\_  
Mayor

**EXHIBIT A**  
**RESOLUTION NO. 83, 2026**  
**CITY OF GREELEY**



**Martin and Wood Water Consultants, Inc.**

538 Commons Drive, Golden, CO 80401  
Phone: (303) 526-2600. Fax: (303) 526-2624  
www.martinandwood.com

May 7, 2026

Mr. Brian Von Seggern  
Water Resources Operations Manager  
City of Greeley Water and Sewer Department  
1001 11<sup>th</sup> Avenue, Second Floor,  
Greeley, Colorado 80631

Re: 2026 Scope of Work  
Job No. 607.1  
General Engineering Services

Dear Brian,

Martin and Wood Water Consultants, Inc. is pleased to submit the following scope of work for the period of May 1, 2026 through May 1, 2031 as part of our master service/consulting contract with the City of Greeley.

1. General engineering services associated with Water Court proceedings including supply development and supply protection. Services include: providing engineering or litigation assistance to City Staff and legal counsel for the City concerning the City's applications to the Water Court; engineering or litigation assistance to City staff and legal counsel in review of pending Water Court applications filed by other parties; assistance regarding development of or revisions to operations accounting; or related tasks specific to the City's raw water operations.
2. Feasibility studies for raw water projects or raw water supplies including the evaluation of existing and future water supplies pursuant to the City's Water Master Plan or Non-potable Plan and potential negotiations with respect to future water acquisitions.
3. Raw water system modeling of the City's raw water supply and demand and operations.
4. Accounting setup, audit of existing accounting, and revisions to accounting to meet decree/administrative requirements and for operational improvements.

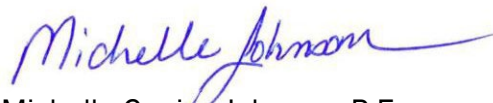
Brian Von Seggern  
May 7, 2026  
Page 2 of 3

5. Other general engineering services associated with various water projects or activities.

All work will be invoiced on an actual time and materials basis in accordance with the attached Schedule of Hourly Rates and Expenses for the 2026 calendar year. The Schedule of Hourly Rates and Expenses will be updated in January of each year.

Please let me know if you have any questions or comments.

Sincerely,  
MARTIN AND WOOD  
WATER CONSULTANTS, INC.



Michelle Cunico Johnson, P.E.  
Principal Engineer/Hydrogeologist

Brian Von Seggern  
 May 7, 2026  
 Page 3 of 3




**Martin and Wood Water Consultants, Inc.**  
 538 Commons Drive . Golden, CO 80401  
 Phone: (303) 526-2600 . Fax: (303) 526-2624  
 www.martinandwood.com

**SCHEDULE OF HOURLY RATES AND EXPENSES**  
 Calendar Year 2026

<b>CLASSIFICATION</b>	<b>HOURLY RATE</b>
Principal Engineer/Hydrogeologist	\$ 259
Senior Engineer/Hydrogeologist	\$ 234
Senior Project Engineer/Hydrogeologist	\$ 216
Project Engineer/Hydrogeologist	\$ 195
Staff II Engineer/Hydrogeologist	\$ 180
Staff I Engineer/Hydrogeologist	\$ 161
Technician/Intern	\$ 112
Administrative	\$ 112
<b><i>OTHER CHARGES</i></b>	
Outside Services and Expenses	Cost plus 10%
Vehicle Mileage	IRS Rate

Expenses such as lodging and meals associated with out-of-town travel, aerial photos, independent laboratory analyses, permit fees, and special supplies and equipment will be billed at cost.

The Schedule of Hourly Rates and Expenses will be subject to change effective January 1, 2027.

  
**MARTIN AND WOOD WATER CONSULTANTS, INC**



# Council Agenda Summary

June 16, 2026

Key Staff Contact: Roch Labossiere, Civil Engineer IV, Steven Younkin, Interim Deputy Director Public Works/Chief Engineer, Seth Sorensen, Public Works Director

**Title:**

Resolution authorizing the City to enter into a Master Contract for professional services between the City of Greeley and RS&H Inc. for design services for the MERGE project

**Summary:**

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. 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.

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.

The City subsequently contracted with the Consultant for professional services including an initial Task Order #1 for \$203,660 (dated June 17, 2025), as amended to incorporate additional work in the amount of \$1,129,416.77, and Task Order #2 in the amount of \$47,410. The City intends to further contract with the Consultant for additional design Services as needed prior to the commencement of construction of the Project. The City desires to restate and incorporate the Existing Contract into a Master Professional Service/Consulting Contract (“Master Contract”) as originally contemplated in the Request for Qualifications to facilitate the addition of future Services.

**Fiscal Impact:**

If approved, this item will result in a negative impact to the budget.

Negative Impact: Not to exceed contract of \$15,802,614.00

Is it budgeted? Yes

If not, will it require a new appropriation? No

Are there any long-term financial impacts? No

Is there grant funding for this item? Yes

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

**Legal Issues:**

None.

**Other issues and Considerations:**

None

**Strategic Focus Area:**

Business Growth  
Community Vitality  
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. 84, 2026 with Exhibit A

**CITY OF GREELEY, COLORADO**  
**RESOLUTION NO. 84, 2026**

**A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO A MASTER 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 35<sup>th</sup> Avenue and 47<sup>th</sup> 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 #1 for \$203,660 (dated June 17, 2025), as amended to incorporate additional work in the amount of \$1,129,416.77, and Task Order #2 in the amount of \$47,410 (collectively the “Existing Contract”); and

WHEREAS, the City intends to further contract with the Consultant for additional design Services as needed prior to the commencement of construction of the Project; and

WHEREAS the City desires to restate and incorporate the Existing Contract into a Master Professional Service/Consulting Contract (“Master Contract”) as originally contemplated in the Request for Qualifications to facilitate the addition of future Services; and

WHEREAS, the City has funding available to support execution of a Master Contract for future Services with a not-to-exceed sum of \$15,802,614; 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 a Master Contract 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 a Master Contract with the Consultant in the amount not-to-exceed \$15,802,614, 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 Master Contract 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

MASTER PROFESSIONAL SERVICE/CONSULTING CONTRACT

**F25-03-014 – Full Design Services for MERGE Project**

This Contract is made as of **June 17, 2026**, by and between the City of Greeley, Colorado, hereinafter referred to as the CITY, and **RS&H Inc.** authorized to do business in the State of Colorado, hereinafter referred to as the SERVICE PROVIDER, whose address is 4508 Endeavor Dr. Suite 300, Johnstown CO 805347. The City and SERVICE PROVIDER may hereinafter be referred to individually as a “Party” or together as “the Parties.”

WHEREAS, the Parties entered a Contract in the amount of \$203,660 (Task Order #1) for Consulting/Professional Services dated June 17, 2025, for Engineering and Design Services related to the MERGE Project (RFQ F25-03-014), the Initial Contract; and

WHEREAS, the Initial Contract was amended on September 17, 2025, by the adoption of Task Order #2 in the amount of \$47,410 for the preparation of a Biological Resource Report; and

WHEREAS, Task Order #1 was amended by Resolution dated February 3, 2026, to incorporate additional work in the amount of \$1,129,416.77; and

WHEREAS the Initial Contract including Task Order #1 (as amended) and Task Order #2 are hereinafter referred to as the Existing Contract; and

WHEREAS, the Parties desire to restate and incorporate the Existing Contract into this Master Professional Service/Consulting Contract (“Master Contract”) as originally contemplated in the request for qualifications to facilitate the addition of future services.

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

ARTICLE 1 - SERVICES

- A. The terms and conditions of the Existing Contract including all exhibits thereto are incorporated herein by this reference. If there are any conflicts between the Existing Contract and this Master Contract, the terms of this Master Contract shall prevail. This Master Contract shall constitute the contract between the parties for engineering and design services for the MERGE project. Each proposal in the form of Exhibit A - Task Order Form, attached hereto, together with any exhibits shall define the scope of services for any future particular assignment under this contract. Each Task Order Form shall specify the project description and scope of services.
- B. The conditions set forth herein shall apply to all services performed by the SERVICE PROVIDER on behalf of the CITY and particularly described in Task Orders agreed upon in writing by the parties from time to time. Such Task Orders, incorporated herein by this reference, shall include a description of the services to be performed, the location and time for performance, the amount of payment, any materials to be supplied by the CITY and any other special circumstances relating to the performance of services. The only services authorized under this Contract are those that are performed after receipt of such Task Order, except in emergency circumstances where oral service requests may be issued. Oral requests for emergency actions will be confirmed by issuance of a written Task Order within two (2) working days. SERVICE PROVIDER shall be solely responsible for performance of all duties hereunder.
- C. The CITY may at any time during the term of a particular Task Order and without invalidating such Task Order, make changes to the scope of the particular services. Such changes shall be agreed upon in writing by the parties by Contract Amendment.

- D. The CITY reserves the right to independently solicit any services rather than issuing work to the SERVICE PROVIDER pursuant to this Contract. Nothing within this Contract shall obligate the CITY to have any particular service performed by the SERVICE PROVIDER.
- E. The services to be performed pursuant to this Contract shall be initiated as specified by each written Task Order or oral emergency service request. Oral emergency service requests will be acted upon without waiting for a written Task Order. Time is of the essence. The services of the SERVICE PROVIDER shall be under the direction of the Project Manager who has been designated by the City Manager's Office to act as the CITY'S representative during the performance of this Contract.

#### ARTICLE 2 - SCHEDULE

This Contract shall be in force and effect for a period of three (3) years commencing **06/17/2026** and ending **06/16/2029**, unless terminated sooner. In addition, at the option of the CITY, the Contract may be renewed for two (2) consecutive one (1) year periods. Renewals and pricing changes shall be negotiated by and agreed to by both parties. Written notice of renewal shall be provided to the SERVICE PROVIDER and sent no later than thirty (30) days prior to contract end.

#### ARTICLE 3 - PAYMENTS TO SERVICE PROVIDER

- A. The CITY agrees to pay and the SERVICE PROVIDER agrees to accept as full payment for all work done under future Task Orders executed after the date of this Master Contract and all materials furnished and for all direct charges, indirect charges, and reimbursable expenses incurred in performance of the services described in the Task Orders, based on a maximum not to exceed **\$15,802,614**. The SERVICE PROVIDER will bill the CITY on a monthly basis or as otherwise agreed upon for services rendered under this Contract. The amounts invoiced 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 Task Orders. Payment shall be made by the CITY for services properly invoiced and performed in accordance with this Contract. The SERVICE PROVIDER shall track expenditures and inform the CITY of any possible cost overrun prior to performing services that would overrun the maximum not to exceed sum. Upon request, the SERVICE PROVIDER shall provide detailed documentation supporting the amounts invoiced. Such documentation may include, without limitation, invoices, receipts, timesheet notes, and similar types of documentation. Upon reaching the not to exceed sum set forth above, the CITY may elect to seek an increase of the budget for the services using a mutually acceptable contract amendment, or it may elect not to increase the budget and have SERVICE PROVIDER cease performance of services accordingly.
- B. Invoices received from the SERVICE PROVIDER 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 SERVICE PROVIDER'S invoice.

#### ARTICLE 4 - STANDARD OF CARE AND WARRANTY

- A. SERVICE PROVIDER shall perform work in accordance with accepted standards of care for work of a similar nature.
- B. Unless otherwise provided in the Agreement, all materials and equipment incorporated into any work shall be new and, where not specified, of the most suitable grade of their respective kinds for their intended use, and all workmanship shall be acceptable to CITY.
- C. SERVICE PROVIDER shall address nonconforming work for a period beginning with the start of the

work and ending twenty-four (24) months from and after final acceptance under the Agreement.

#### ARTICLE 5 - TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Contract by the SERVICE PROVIDER 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 SERVICE PROVIDERS. The CITY shall exercise its rights under this "Certificate" within one (1) year following final payment.

#### ARTICLE 6 - TERMINATION

This Contract may be terminated by the SERVICE PROVIDER 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 SERVICE PROVIDER. It may also be terminated by the CITY, with or without cause, immediately upon written notice to the SERVICE PROVIDER. Unless the SERVICE PROVIDER is in breach of this Contract, the SERVICE PROVIDER 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 SERVICE PROVIDER 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 SERVICE PROVIDER shall be paid for services actually rendered to the date of termination.

#### ARTICLE 7 - PERSONNEL

The SERVICE PROVIDER 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 SERVICE PROVIDER 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 SERVICE PROVIDER'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 SERVICE PROVIDER 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 8 - SUB-CONTRACTOR

The CITY reserves the right to accept the use of a SUB-CONTRACTOR or to reject the selection of a particular SUB-CONTRACTOR and to inspect all facilities of any SUB-CONTRACTOR in order to make a determination as to the capability of the SUB-CONTRACTOR to perform properly under this Contract.

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

#### ARTICLE 9 - 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 SERVICE PROVIDER. The SERVICE PROVIDER shall not be exempted from paying sales tax to their suppliers for materials used to fulfill contractual obligations with the CITY, nor is the SERVICE PROVIDER authorized to use the CITY'S tax exemption number in securing such materials.

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

#### ARTICLE 10 - 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 SERVICE PROVIDER for expenses incurred during the contract period.

#### ARTICLE 11 - INSURANCE

- A. The SERVICE PROVIDER 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 SERVICE PROVIDER shall furnish Certificates of Insurance to the CITY prior to the commencement of operations. The Certificates shall clearly indicate that the SERVICE PROVIDER 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 a minimum of thirty (30) days prior written notice to the CITY or ten (10) days notice for cancellation due to non-payment. Compliance with the foregoing requirements shall not relieve the SERVICE PROVIDER of its liability and obligations under this Contract.
- C. The SERVICE PROVIDER shall maintain, during the life of this Contract, Comprehensive General Liability in the amount of \$2,000,000 per occurrence to protect the SERVICE PROVIDER 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 SERVICE PROVIDER or by anyone directly employed by or contracting with the SERVICE PROVIDER.
- D. The SERVICE PROVIDER 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 SERVICE PROVIDER 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 SERVICE PROVIDER or by any directly or indirectly employed by the SERVICE PROVIDER.

- E. The SERVICE PROVIDER 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. Liability insurance may be arranged by Comprehensive General Liability and Comprehensive Automobile Liability policies for the full limits required; or by a combination of underlying Comprehensive Liability policies for lesser limits with the remaining limits provided by an Excess or Umbrella Liability policy. If the Contractor elects to obtain a combination of Comprehensive Liability and an Excess or Umbrella Liability policy, the Excess or Umbrella Liability policy must provide coverage equal to or greater than the Comprehensive Liability coverage. Upon request, the SERVICE PROVIDER shall provide a copy of any policy including the Excess or Umbrella policy for the CITY'S review and approval.
- G. All insurance, other than Workmen's Compensation is to be maintained by the SERVICE PROVIDER shall specifically include the CITY as an "Additional Insured". If the CONSULTANT elects to use multiple policies to suffice the coverage requirement, the City of Greeley shall be listed as an "additional Insured" on each policy.

#### ARTICLE 12 - INDEMNIFICATION

The SERVICE PROVIDER 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 to the extent caused by any negligent act or omission of the SERVICE PROVIDER, 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 SERVICE PROVIDER its agents, servants, subcontractors, suppliers or employees. If the SERVICE PROVIDER 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 SERVICE PROVIDER, or the SERVICE PROVIDER'S agents, representatives, employees, servants, subcontractors, or suppliers as determined by adjudication, alternative dispute resolution, or otherwise resolved by mutual agreement between the SERVICE PROVIDER and the CITY. The SERVICE PROVIDER'S indemnification obligation shall not be construed to extend to any injury, loss, or damage caused by the CITY'S own negligence.

#### ARTICLE 13 - SUCCESSORS AND ASSIGNS

The CITY and the SERVICE PROVIDER 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 SERVICE PROVIDER 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, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the CITY and the SERVICE PROVIDER.

#### ARTICLE 14 - COLORADO LAW

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.

## ARTICLE 15 - CONFLICT OF INTEREST

The SERVICE PROVIDER 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 SERVICE PROVIDER further represents that no person having any interest shall be employed for said performance.

The SERVICE PROVIDER 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 that may influence or appear to influence the SERVICE PROVIDER'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 SERVICE PROVIDER 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 SERVICE PROVIDER. The CITY agrees to notify the SERVICE PROVIDER of its opinion by certified mail within 30 days of receipt of notification by the SERVICE PROVIDER. If, in the opinion of the CITY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the SERVICE PROVIDER, the CITY shall so state in the notification and the SERVICE PROVIDER shall, at his/her option, enter into said association, of interest with respect to services provided to the CITY by the SERVICE PROVIDER under the terms of this Contract.

## ARTICLE 16 - EXCUSABLE DELAYS

The SERVICE PROVIDER shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the SERVICE PROVIDER'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 SERVICE PROVIDER'S sub-SERVICE PROVIDER(s) to perform or make progress, and if such failure arises out of causes reasonably beyond the control of the SERVICE PROVIDER and its sub-SERVICE PROVIDER(s) and is without the fault or negligence of either of them, the SERVICE PROVIDER shall not be deemed to be in default.

Upon the SERVICE PROVIDER'S request, the CITY shall consider the facts and extent of any failure to perform the work and, if the SERVICE PROVIDER'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 SERVICE PROVIDER 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 SERVICE PROVIDER 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 SERVICE PROVIDER 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 SERVICE PROVIDER 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.

#### ARTICLE 19 - INDEPENDENT CONTRACTOR RELATIONSHIP

The SERVICE PROVIDER 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 SERVICE PROVIDER'S sole direction, supervision, and control. The SERVICE PROVIDER shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the SERVICE PROVIDER'S relationship and the relationship of its employees to the CITY shall be that of an independent SERVICE PROVIDER and not as employees or agents of the CITY.

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

#### ARTICLE 20 - CONTINGENT FEES

The SERVICE PROVIDER warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the SERVICE PROVIDER 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 SERVICE PROVIDER, 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 SERVICE PROVIDER 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 SERVICE PROVIDER declares and represents that all of its employees are treated equally during employment and that CONSULTANT adheres to all federal, state and local anti-discrimination laws.

#### 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 - AUTHORITY TO PRACTICE

The SERVICE PROVIDER 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 25 - 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 26 - 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 SERVICE PROVIDER of the CITY'S notification of a contemplated change, the SERVICE PROVIDER 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 effect the SERVICE PROVIDER'S ability to meet the completion dates or schedules of this Contract.

If the CITY so instructs in writing, the SERVICE PROVIDER 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 and the SERVICE PROVIDER shall not commence work on any such change until such written amendment order has been issued and signed by each of the parties.

#### ARTICLE 27 - COUNTERPARTS AND 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 28 - 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 29 - 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  
City Manager's Office  
Bret Naber  
1200 11<sup>th</sup> Ave  
Greeley, CO 80631  
Bret.Naber@Greeleygov.com

SERVICE PROVIDER:

RS&H Inc.  
VP/Project Manager  
George Tsiouvaras  
4508 Endeavor Dr.  
Johnstown, CO 805347  
George.Tsiouvaras@rsandh.com  
303-547-0578

ARTICLE 30 - ENTIRETY OF CONTRACTUAL AGREEMENT

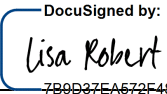
The CITY and the SERVICE PROVIDER agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms, and conditions contained in this Contract may be added to, modified, superseded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

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

SERVICE PROVIDER: RS&H Inc.

Signed:  \_\_\_\_\_  
Name: Lisa Robert  
Title: Chief Executive Officer  
Date: 6/5/2026 | 10:57:59 AM PDT

ENDORSED:  
The City of Greeley  
Approved as to Legal Form

Signed: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

ENDORSED:  
The City of Greeley  
Certification of Contract Funds Availability

Signed: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**EXHIBIT A - TASK ORDER FORM**

PURSUANT TO A MASTER SERVICE CONTRACT BETWEEN THE CITY OF GREELEY  
and [ENTER SERVICE PROVIDER'S NAME]

**Task Order Number:** [Enter Number]

**Project Title:** [Enter Project Title]

**RFx Number & Name:** [Enter Bid / RFP # & Name]

**Master Contract Effective Date:** [Enter Date]

**Owner's Representative:** [Enter CITY's Contact]

**Task Order Commencement Date:** [Enter Date]

**Task Order Completion Date:** [Enter Date]

**Maximum Fee**  
(time and reimbursable direct costs): [Enter \$]

**Description/Scope of Work:** [Enter Description of Services]

SERVICE PROVIDER agrees to perform the services identified above and on the attached forms in accordance with the terms and conditions contained herein and in the Master Services Contract between the parties. In the event of a conflict between or ambiguity in the terms of the Master Contract and this Task Order (including the attached forms) the Master Contract shall control.

The attached forms are hereby accepted and incorporated herein, by this reference, and Notice to Proceed is hereby given after all parties have signed this document.

EXECUTED:  
The City of Greeley  
Approved as to Substance

SERVICE PROVIDER:

Signed: \_\_\_\_\_

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

Title: \_\_\_\_\_

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

Signed: \_\_\_\_\_

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

Title: \_\_\_\_\_

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

ENDORSED:  
The City of Greeley  
Approved as to Legal Form

Signed: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

ENDORSED:  
The City of Greeley  
Certification of Contract Funds Availability

Signed: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



# Council Agenda Summary

June 16, 2026

Key Staff Contact: Seth Sorensen, Public Works Director

## Title:

Resolution authorizing the City to enter into an Intergovernmental Agreement regarding cost sharing for the 1601 review process for the US 34 & WCR 17 Interchange improvements

## Summary:

The City of Greeley, Weld County, Town of Johnstown, and the Town of Windsor, anticipate that there will be a need for future highway interchange improvements to be located at US Highway 34 and Weld County Road 17 in Weld County. The improvements will include a bridge over US 34 at 131st Avenue in Greeley and an at-grade mobility hub located on US 34. 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.

The Project will provide improved access to proposed new developments in Greeley that are anticipated to open in 2028. The other important benefits to all Weld County residents include, but not limited to, enhancing traffic safety by eliminating conflict points and backup congestion that have caused major injury and fatal accidents in the area, reducing future traffic burden, improving access on US 34 and the local roadway networks to better handle proposed development, and enhancing transit and multimodal options on the US 34 corridor.

The Colorado Transportation Commission has directed that all requests for new interchanges and major improvements to existing interchanges be reviewed and evaluated in a fair and consistent manner, and that sufficient information is available to make an informed decision (the "1601 Process"). Weld County will serve as the local government applicant. The parties have agreed that Greeley's engineering consultant will provide engineering and administrative services for the Project. This IGA is necessary for the purpose of clarifying the understandings of the Parties as to the sharing of the costs associated and clarifying the role of Weld County in the 1601 Process.

## Fiscal Impact:

If approved, this item will have no impact on the budget.

No Impact: There is no funding associated with this IGA.

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:**

High-Performance Government  
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. 85, 2026 with Exhibit A

**THE CITY OF GREELEY, COLORADO  
RESOLUTION No. 85, 2026**

**RESOLUTION AUTHORIZING THE CITY TO ENTER INTO AN  
INTERGOVERNMENTAL AGREEMENT  
REGARDING COST SHARING FOR THE 1601 REVIEW PROCESS FOR THE US 34 &  
WCR 17 INTERCHANGE 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 of Greeley (“Greeley”), Weld County, Colorado (“Weld County”), the Town of Johnstown, Colorado (“Johnstown”) and the Town of Windsor, Colorado (“Windsor”), collectively the “Parties,” anticipate the need for future highway interchange improvements to be located at US Highway 34 (“US 34”) and Weld County Road 17 (“WCR 17”) in Weld County (the “Project”);

WHEREAS, the Project will provide improved access to proposed new developments and other important benefits to all Weld County residents; and

WHEREAS, the Colorado Transportation Commission has directed in Policy Directive 1601 that all requests for new interchanges and major improvements to existing interchanges be reviewed and evaluated in a fair and consistent matter (the “1601 Process”); and

WHEREAS, the Parties have decided that Weld County will serve as the local government applicant on behalf of the Parties for the 1601 Process; and

WHEREAS, the Parties have agreed that Greeley’s engineering consultant will provide engineering and administrative services for the Project; and

WHEREAS, the Parties desire to enter into an Intergovernmental Agreement (“IGA”), attached hereto and incorporated herein as Exhibit A, for the purpose of clarifying the understandings of the Parties regarding cost sharing associated with the 1601 Process and clarifying the role of Weld County in the 1601 Process; and

WHEREAS, it is in the best interest of the citizens of Greeley to enter into this IGA.

**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 IGA regarding cost sharing for the 1601 Process for the US 34 and WCR 17 interchange, a copy of which is attached hereto and incorporated herein as Exhibit A.

Section 2. City staff are hereby authorized to make changes and modifications to the IGA, so long as the substance of the IGA 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**

**INTERGOVERNMENTAL AGREEMENT REGARDING COST SHARING FOR THE  
1601 REVIEW PROCESS FOR THE US 34 & WCR 17 INTERCHANGE  
IMPROVEMENTS**

THIS INTERGOVERNMENTAL AGREEMENT (IGA) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2026, by and between the County of Weld, Colorado (“Weld County”), whose address is 1150 O Street, Greeley, P.O. Box 758, Colorado 80631; the City of Greeley, Colorado (“Greeley”), whose address is 1000 10th Street, Greeley, Colorado 80631; the Town of Johnstown, Colorado (“Johnstown”), whose address is 450 S. Parish, P.O. Box 609, Johnstown, Colorado 80642; and the Town of Windsor, Colorado (“Windsor”), whose address is 301 Walnut Street, Windsor, Colorado 80550 (each a “Party” and collectively the “Parties”).

**WITNESSETH**

WHEREAS, the Parties anticipate the need for future highway interchange improvements to be located at US Highway 34 (“US 34”) and Weld County Road 17 (“WCR 17”) in Weld County, a bridge over US 34 at 131<sup>st</sup> Avenue in Greeley (“Bridge”) and an at-grade mobility hub located on US 34 (“Mobility Hub”) together referred to as the “Project”; and

WHEREAS, the Project will provide improved access to proposed new developments in Greeley that are anticipated to open in 2028, and other important benefits to all Weld County residents including, but not limited to, enhancing traffic safety by eliminating conflict point and backup congestion that have caused major injury and fatal accidents in the area, reducing future traffic burden, improving access on US 34 and the local roadway networks to better handle proposed development, and enhancing transit and multimodal options on the US 34 corridor; and

WHEREAS, the Colorado Transportation Commission has directed in Policy Directive 1601 that all requests for new interchanges and major improvements to existing interchanges be reviewed and evaluated in a fair and consistent manner, and that sufficient information is available to make an informed decision (the “1601 Process”); and

WHEREAS, the Parties acknowledge that a permit will not be approved under the 1601 Process unless all three key elements of the Project are considered together (US 34/WCR 17 interchange, the Bridge and Mobility Hub); and

WHEREAS, the Parties have decided that Weld County will serve as the local government applicant on behalf of the Parties for the 1601 Process; and

WHEREAS, to accomplish such task, Weld County must enter into an initial Intergovernmental Agreement with the Colorado Department of Transportation (“CDOT”), as required by Procedural Directive 1601.1, which establishes the responsibilities of CDOT and Weld County in the 1601 Process and serves as a reimbursable agreement for CDOT review of the Project; and

WHEREAS, CDOT has sent to Weld County a standard initial Intergovernmental Agreement including the scope of work set forth in **Exhibit A**, which is attached hereto, that includes an anticipated administrative, application, and design review and approval costs to be contributed by the Parties not to exceed \$245,000.00; and

WHEREAS, the Parties have agreed that Greeley's engineering consultant will provide the engineering and administrative services, detailed in the attached **Exhibits B and C**, for the costs set forth therein; and

WHEREAS, this IGA is necessary for the purpose of clarifying the understandings of the Parties as to the sharing of the costs associated with the 1601 Process and clarifying the role of Weld County in the 1601 Process; and

WHEREAS, the Parties are authorized to enter into this Agreement by virtue of C.R.S. § 29-1-203.

NOW, THEREFORE, in consideration of the following mutual promises and covenants, the Parties agree as follows:

1. Weld County to Serve as Local Government Applicant. Weld County will serve as the local government applicant on behalf of the Parties for the 1601 Process. As such, Weld County will perform the tasks required of it as set forth in the attached **Exhibit A**, Scope of Work. Weld County will not charge Greeley, Johnstown, or Windsor for the time spent by Weld County staff to perform the tasks set forth in **Exhibit A**. Except for the contribution stated in Paragraph 4., below, Weld County will not be a participant in the construction of or cost sharing for the construction of any portion of the Project (US 34/WCR 17 interchange, the Bridge and Mobility Hub).

2. Greeley's Engineering Consultant to Assist Weld County. Greeley will authorize its engineering consultant to assist Weld County staff to accomplish the engineering and administrative services necessary to successfully perform the tasks needed to complete the 1601 Process. This may require an amendment or change order to its existing services agreement(s).

3. Contribution of Monies to Pay for Costs. The total cost for the 1601 Process, as set forth in **Exhibits A, B and C**, is \$2,121,157, consisting of an estimated \$950,785 for engineering services (**Exhibit C**), \$925,372 for engineering services (**Exhibit B**), and a deposit of \$245,000 to CDOT (**Exhibit A**). As a contribution to pay for this cost, Johnstown and Windsor will each be responsible for the sum of \$137,500. Greeley will be responsible for the sum of \$646,157. Weld County will be responsible for the remaining amount of \$1,200,000.

The allocated funds shall be paid as follows:

- Johnstown and Windsor will pay to Weld County the sum of \$122,500 each within sixty (60) days of signing this IGA.
- Johnstown and Windsor will pay to Greeley the sum of \$15,000 each within sixty (60) days of signing this IGA.
- Weld County will pay to Greeley the sum of \$1,200,000 within sixty (60) days of signing this IGA.
- Amounts received from Johnstown and Windsor (total of \$245,000) will be used by Weld County to fund the CDOT 1601 review process cost as set forth in **Exhibit A**.
- Amounts received by Greeley from Weld County (\$1,200,000), Johnstown (\$15,000) and Windsor (\$15,000) will be added to Greeley's cost share (\$646,157) and used by Greeley to pay its contracted engineering services as set forth in **Exhibits B and C** (\$1,876,157).
- Any refund of portions of the CDOT deposit will be shared among the Parties according to the percentage of the total cost responsibility of each Party (6.48% to Johnstown and Windsor, each, 30.47% to Greeley and 56.57% to Weld County).
- Any exceedance of the cost estimate set forth in **Exhibits B and C** for engineering services will similarly be shared according to the percentage of the total cost responsibility of each Party.

4. Weld County Contribution to Construction Costs. Weld County will contribute \$10,000,000 to the costs of construction of the Project. This amount is distinct and separate from the \$1,200,000 to be paid by Weld County to Greeley as stated in Paragraph 3., above. Weld County intended to contribute \$5,000,000 to the 35<sup>th</sup> Avenue and US Highway 34 interchange improvements, and \$5,000,000 to the 47<sup>th</sup> Avenue and US Highway 34 interchange improvements in Greeley. Greeley acknowledges that Weld County will divert this funding of \$10,000,000 from the 35<sup>th</sup> Avenue and 47<sup>th</sup> Avenue interchange improvements to the Project. Unless Weld County otherwise agrees, Weld County will not contribute any further amounts to the construction of or cost sharing for the construction of any portion of the Project.

5. Annexation of Real Property Located at the Southwest Corner of US 34 and WCR 17. If Greeley or Windsor were to adopt an ordinance to annex the real property, or any portion thereof, located at the Southwest Corner of US 34 and WCR 17, within thirty (30) days of the effective date of such ordinance, Greeley or Windsor, as the case may be, shall reimburse Johnstown for all funds paid by Johnstown pursuant to this IGA, plus interest equal to the interest payable on the ten-year U.S. treasury bills from the time of the payment(s) by Johnstown. In addition, if either such party were to annex the property, Johnstown shall no longer be deemed to be a party to this IGA and shall have no ongoing obligation to participate

financially in the 1601 Process. The Parties recognize and agree that the obligation contained in this Paragraph 5 shall survive the termination or expiration of this IGA.

6. Miscellaneous.

- a. Colorado law will be referred to in the interpretation and construction of this IGA and resolution of all disputes hereunder.
- b. This IGA is binding upon and will inure to the benefit of the Parties and their successors.
- c. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this IGA.
- d. The provisions of this IGA may be amended only in writing signed by all Parties.
- e. It is expressly understood and agreed that the enforcement of the terms and conditions of this IGA, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties and nothing in this IGA shall give or allow any claim or right of action whatsoever by any other person not included in this IGA. It is the express intention of the Parties that any entity other than the Parties receiving services or benefits under this IGA shall be an incidental beneficiary only.
- f. This IGA and 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 1601 Process costs in accordance with the allocation formula set forth in Section 3 of this IGA.
- g. No waiver by any of the Parties hereto of any of the terms and conditions of this IGA shall be deemed to be or be construed as a waiver of any other term or condition of this IGA, nor shall a waiver of any breach of this IGA be deemed to constitute a waiver of any subsequent breach of the same provision of this IGA.
- h. Notwithstanding anything contained herein to the contrary, it is agreed that in the event and to the extent that fire, flood, earthquake, natural catastrophe, explosion, accident, war, illegality, act of God, or any other cause beyond the control of any of the Parties hereto, or strikes and labor troubles (whether or not within the

power of the Party affected to settle the same) prevents or delays performance by any Party to this IGA, such Party shall be relieved of the consequences thereof without liability, so long as and to the extent that performance is prevented by such cause; provided, however, that such Party shall exercise due diligence in its efforts to resume performance within a reasonable period of time.

- i. This IGA, and any modifications to this IGA, may be executed with counterpart signature pages, and the document with all counterpart signatures shall constitute one and the same instrument. All Parties consent to the use of electronic signatures.

IN WITNESS WHEREOF, the Parties have executed this IGA on the day and year first written above.

(Signature pages to follow.)

ATTEST:  
Clerk of the Board

**COUNTY OF WELD, COLORADO**

By: \_\_\_\_\_  
Deputy Clerk to the Board

\_\_\_\_\_  
Scott K. James, Chair  
Board of County Commissioners of Weld  
County, Colorado

ATTEST:

**CITY OF GREELEY, COLORADO**

\_\_\_\_\_  
Heidi Leatherwood, Municipal Clerk

\_\_\_\_\_  
Dale Hall, Mayor

APPROVED AS TO SUBSTANCE:

By: \_\_\_\_\_  
Brian McBroom  
City Manager

AS TO AVAILABILITY OF FUNDS:

By: \_\_\_\_\_  
Kirk Jones  
Director of Finance

APPROVED AS TO LEGAL FORM:

By: \_\_\_\_\_  
Stacey Aurzada  
City Attorney

ATTEST:

**TOWN OF JOHNSTOWN, COLORADO**

---

Meghan Martinez, Municipal Clerk

---

Michael Duncan, Mayor

ATTEST:

**TOWN OF WINDSOR, COLORADO**

---

Karen Frawley, Municipal Clerk

---

Julie Cline, Mayor

**EXHIBIT A**  
**Scope of Work**

**Roadway, Pavement & Structural Design; ROW Acquisition; Environmental; Hydraulics;  
Phasing/Traffic Control; & Traffic Interchange Access Request**

**Project:** US 34 & WCR 17 Interchange Review

**Project Number:** CC 0341-111

**Subaccount Number:** 27014

The Colorado Transportation Commission has directed in Policy Directive 1601 that all requests for new interchanges and major improvements to existing interchanges be reviewed and evaluated in a fair and consistent manner, and that sufficient information is available to make an informed decision. Finally, in order to clarify expectations and reduce the likelihood of misunderstanding by both CDOT and the applicant, this procedural directive requires the development of an initial intergovernmental agreement that identifies the procedural, timing, and cost expectations for any proposal.

Weld County will serve as the local government applicant on behalf of the City of Greeley, the Town of Windsor, and the Town of Johnstown for the 1601 interchange process on the US 34 & WCR 17 Interchange Review.

Greeley, in conjunction with Weld County, Windsor, and Johnstown would like to seek approval for a future new highway interchange to be located at US Highway 34 and County Road 17 in Weld County. This new highway interchange will provide the needed improved access to the proposed new developments in the City of Greeley that are anticipated to open in 2028. This proposed interchange will provide other important benefits including, but not limited to, enhancing traffic safety by eliminating conflict point and backup congestion that have caused major injury and fatal accidents at this intersection, reduce future traffic burden and improve access on US 34 and the local roadway networks to better handle proposed development, and enhance transit and multi-modal options on the US 34 corridor.

This initial Intergovernmental Agreement (IGA), as required by Procedural Directive 1601.1, establishes responsibilities of CDOT and Weld County in the 1601 process and serves as a reimbursable agreement for CDOT review on the Interchange Request. Responsibilities are as follows:

- Anticipated improvement type – This interchange request was determined to be a Type 2 at the pre-application meeting held on March 31, 2025.
- Anticipated administrative, application, and design review and approval costs – Weld County Contribution not to exceed \$245,000.00.
- Anticipated analytical procedures, identification of existing applicable studies – Weld County in coordination with the City of Greeley and the City of Greeley's consultant will be the responsible party in coordination with CDOT.
- Anticipated level of design detail – Weld County in coordination with Greeley's consultant will be the responsible party in coordination with CDOT.

- Anticipated schedule – Weld County in coordination with the City of Greeley and the City of Greeley's consultant will develop and maintain the project schedule with milestones. The anticipated timeframe to completion is one year.
- NEPA category – CDOT will determine NEPA category in coordination with FHWA.
- Consistency with Regional and Statewide Plan(s) – Weld County in coordination with the City of Greeley and the City of Greeley's consultant will be the responsible party in coordination with CDOT.
- Access Permitting Requirements – CDOT will establish the access permitting requirements.

The Colorado Department of Transportation (CDOT) will be issuing an access permit (Access Permit) for this project. This scope of work will formalize pre-construction expectations and services. A separate scope of work will be developed for the construction, post-construction phases, and a separate Intergovernmental Agreement (IGA) will be prepared for on-going maintenance and operation of the interchange and accessory roads and facilities (i.e. ponds, bridges, etc.), as well as property transfer of the needed ROW to CDOT.

Weld County will serve as the local government Access Permit Applicant (Applicant) on behalf of the City of Greeley for the design of the US 34 & WCR 17 Interchange.

#### **Access Permit Applicant and Authorized Agent Commitments**

##### **A. Design/Pre-construction**

- The Access Permit Applicant (Applicant) or authorized agent is responsible for ensuring all required environmental documents have been obtained. All work performed within the CDOT right-of-way must conform to all applicable State, federal, county and local municipalities environmental regulations, specifications, standards and requirements.
- It is the Applicant's responsibility to produce all required environmental documentation and supporting studies.
- The Applicant will be responsible for:
  - performing the project work in accordance with the requirements of the current federal and state environmental regulations including the National Environmental Policy Act of 1969 (NEPA) and Uniform Relocation Assistance and Real Property Acquisition Act as applicable (including public outreach).
  - ensuring all resources are reviewed including noise, hazardous materials – Initial Site Assessment/Modified Environmental Site Assessment, Federally Threatened and Endangered and State Listed Species, wetland delineations, paleontology, archeology, history, Section 6(f), Raptor/Migratory Birds, Environmental Justice, Visual, Noxious Weed Management, Air Quality, Floodplain development, stormwater construction, and land use.
  - ensuring all required environmental documentation/permits are obtained.

- prepare and provide right of way plans, roadway plans, stormwater construction plans, and environmental specifications. CDOT will be given the opportunity to review and provide feedback.
- The Applicant shall submit a record of environmental permits and compliance documentation to CDOT as requested or before issuance of the Access Permit.
- Preparation of the Interchange Access Request (IAR) Report.

**CDOT Commitments**

**B. Design/Pre-construction**

- The Access Permit includes a new interchange along US 34. Since this permit is not a CDOT project and was not included in the 10-Year Plan, it is not deemed regionally significant and is exempt from the CDOT greenhouse gas (GHG) planning regulations. CDOT will provide comments and final approval on pavement/materials and structure designs, roadway and structural plans & specifications, phasing and traffic control plans, stormwater plans & specifications, and environmental specifications through each phase of the project design.
- CDOT will provide feedback comments, and final approval of the proposed CDOT ROW "A-Line" for the portion of the roadway to be owned and maintained by CDOT.
- CDOT will not be a co-applicant on any of the environmental construction permits. All contractual requirements of the environmental permits will be the responsibility of the Applicant.
- The 128 Form is not a NEPA document and is used for documenting compliance by the applicant for the Access Permit.

Weld County Contribution: \$245,000.00

**THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK**

## Exhibit B

**#F22-10-085**

# **PRELIMINARY DESIGN SERVICES US 34 / WCR 17 INTERSECTION IMPROVEMENTS CITY OF GREELEY SCOPE OF WORK February 21, 2025**

## **PROJECT DESCRIPTION**

**TOTAL FEE = \$925,372**

### **Background and Planned Improvements**

The City of Greeley (City) is planning to improve the existing at-grade, signal controlled intersection of US34/WCR17 into a grade separated interchange to serve the growing needs of the community.

The project limits extend along US 34 approximately 3,000ft both east and west of the WCR 17 intersection and along WCR 17 approximately 2,000ft to the north and 3,500ft to the south. The preferred design improvement is a interchange. Based on the design and initial survey, the City of Greeley (City) anticipates right-of-way (ROW) acquisition and temporary construction easements. The project shall be designed with the intent to maintain traffic along US 34 during construction. It is the intent of the City to have construction complete by the third quarter of 2028.

Close coordination with the Towns of Windsor and Johnstown are anticipated due to storm and sanitary sewer extents between the corporate limits with each agency. Additional coordination with anticipated development is anticipated with a need to design two additional intersections along WCR 17 to the south of the intersection.

The project will have Colorado Department of Transportation (CDOT) involvement, but the City will lead the effort. The project shall be designed in accordance with the CDOT Standards and Specifications as applicable. This project is being funded with local funds.

Required Project elements include:

- Stakeholder engagement and coordination.
- Utility coordination (public and private).
- Construction staging and traffic control.
- Preliminary design of street and interchange improvements.
- Preliminary design of sanitary, stormwater and drainage improvements.

**Project Location**

The project limits extend along US 34 approximately 3,000ft both east and west of the WCR 17 intersection and along WCR 17 approximately 2,000ft to the north and 3,500ft to the south.

**Work Duration**

The time period for the work described in this scope is anticipated to be approximately 9 months from Notice to Proceed. Schedule to be developed as part of the scope of work.

**Project Tasks****Task 1 Project Management**

Bolton & Menk (BMI) will lead this task with input from each subconsultant as needed. Project management tasks include the work required to manage budget, schedule, coordination, and oversight. The Project Manager will prepare monthly invoices and status reports, summarizing the work performed and providing updates on budget and schedule. Tasks include internal project-related finance, quality, and safety reviews and reporting.

**1.1 Project Management Plan**

Develop a project specific Project Management Plan (PMP) for the project. The PMP will detail project management approach, key project milestones, schedule and cost management, QMP, scope management plan and change process, communications plan, risk, and staff management plan. One PMP will be prepared between this scope and the interchange scope of services.

**1.2 Project Monitoring and Coordination**

Regular check-in meetings to discuss project scope items, schedule, and project risks will occur with city staff. Regularly discussing these items will allow for proactive management of issues and to openly discuss mitigation strategies as a team. These meetings will occur along with the interchange coordination as one overall project.

**1.3 Internal Progress Meetings**

BMI staff and subconsultants to review project status and discuss action items. It is anticipated this group will meet bi-weekly as needed.

**1.4 Agency Coordination**

Attend up to 10 meetings with Project Manager, City and select discipline leads other agencies (Windsor, Johnstown, CDOT, Weld County, Transportation Advisory Board, etc.) to coordinate project elements such as staging, water resources, utilities, access control, etc.

**Tasks:**

- Review and prepare monthly invoices.
- Prepare monthly progress letters.
- Budget management and reporting.
- ProjectWise management.
- Contract and subcontract setup and management.
- Prepare PMP.
- Agency coordination.

**Deliverables:**

- Invoices and progress reports, pdf format.
- Meeting minutes, draft and final, pdf format.
- Project Management Plan

## Task 2 Communications

BMI will lead this task. Communication tasks will be to effectively inform and educate stakeholders and the public about the project. Providing balanced and objective information to ensure clear understood project needs, goals, objectives, and benefits associated with future improvements.

### 2.1 Public Involvement Plan

Develop an overall comprehensive Public Information Plan (PIP).

### 2.2 Outreach Event

One in-person public meeting held to inform the community of the project. Held in conjunction with the interchange project.

### 2.1 Communication Content Production

This engagement effort is centered on informing and educating the public as we work through the preliminary and final design process. Topics could include a closer look at the current intersection and how it functions today, what are the interchange types being looked at and how to use them, highlight examples of interchanges across the United States, and how users will benefit after construction. Each topic will be relayed to the City's communications team to be placed on SpeakUp Greeley.

**Tasks**

- Develop and implement the PIP.
- Organize, create materials for, promote and participate in one public meeting to be held preconstruction.
- Develop content for web, social media, and email distribution.

**Deliverables**

- Public Involvement Plan in Microsoft Word format.
- Public meeting materials (boards, handouts, comment forms).
- Communication materials (one news release, two social media ads, four social media posts, six project email blasts, newsletter article, website updates).

**Assumptions**

- BMI reviews and updates the PIP at 30% and 90% design completion.
- All public facing materials will be plain language and ADA-compliant; or, as close to compliance as possible for large technical documents/layouts.

## Task 3 Environmental Investigation and Documentation

This task is being provided under the separate West Side Development services.

## Task 4 Ownership and Right of Way Plans

This task is being provided under the separate West Side Development services.

## Task 5 Geotechnical Investigation

This task is being provided under the separate West Side Development services.

## Task 6 Subsurface Utility Engineering

This task is being provided under the separate West Side Development services.

## Task 7 Stormwater

ICON Engineering (ICON) will lead this task with input from BMI as needed. In general, tasks for this project will include overall project management, meetings and coordination, baseline hydrology, drainage design and a stormwater management plan/report. The main goal of the project is to develop a drainage design which serves the new interchange, meeting CDOT and City standards.

### **Limitations/Assumptions:**

- Any future development will meet the conditions which become existing (post roadway improvements).
- ICON design will focus only on roadway/interchange improvements included with this project.
- This project will follow a City process rather than a CDOT process, though still subject to CDOT requirements/approvals.
- ICON will not be involved in any public meetings and only about ½ of the project meetings.
- ICON will receive regular updates from BMI for any design requirements, updates, decisions impacting our work.

### **7.1 Review of Existing Data**

Review all existing reports, plans and information related to drainage, including soils, environmental and utilities. Perform two site visits to collect data including photos and non-survey quality measurements as needed.

#### **Deliverables:**

- Designers will have knowledge of area characteristics and what methods of drainage storage/treatment are feasible.

#### **Limitations/Assumptions:**

- Existing data will be readily available and not require any special trips to archives, etc.

### **7.2 Baseline Hydrology Hydraulics**

Since there is no basin master plan, ICON will utilize Colorado Urban Hydrograph Program (CUHP) version 2.0 and the rational method to determine the 2-, 5-, 10-, 25-, 50-, and 100-year events. Detention and conveyance elements will be sized to accommodate a minor storm such as a 5-year event, or other event as determined by CDOT and the City. Existing bridge/culvert crossing structures will be incorporated into the hydraulic model based on available LiDAR Data, site visits as applicable, and provided survey data. Proposed pipe or channel capacities will be determined by HEC-RAS or other agreed upon hydraulic model. Surface discharge values will be adjusted to reflect the determined storm drain capacities as applicable. An internal independent QA/QC will be completed prior to the initial submittal.

**Deliverables:**

- Hydrologic and hydraulic models for use in designing stormwater detention and conveyance, and drainage study; and a preliminary drainage report.

**Limitations/Assumptions:**

- Other disciplines and stakeholders will provide information (such as surveys) that informs the model in a timely manner. No more than two rounds of revisions will be required to meet CDOT and City approval. One water quality/detention pond can serve the whole project.

### **7.3 Alternatives and Conceptual Development**

A maximum of two feasible and constructable alternatives will be presented to the design team based on the preliminary roadway configuration. Draft drawings/exhibits and preliminary costs will be presented to the larger design team, and CDOT/City reviewers. One alternative will be selected for further development. The use of sustainable Bioswales, rain gardens or other green drainage solutions will be evaluated and will be incorporated into the design at locations where practical.

**Deliverables:**

- Exhibits and costs of two conceptual drainage solutions and the selected plan for improvements.

**Limitations/Assumptions:**

- Two rounds of revisions to concepts prior to selection of final drainage design. ICON will evaluate current standard drainage swale/pipe and detention pond scenario with adequate ROW provided for stormwater facilities.

### **7.4 FIR (30%) Drainage Design**

Selected design will be taken to a 30% complete level including plan and profile drawings. ICON will notify the project team of potential conflicts with other utilities (water, sanitary, etc.). Detention, water quality and interactions with roadway/pedestrian needs will also occur at this stage. Cost estimate/quantities will be further refined. Design ready for review by CDOT, City and other stakeholders.

**Deliverables:**

- Drawings and costs of selected drainage solution.

**Limitations/Assumptions:**

- Soils, environmental concerns and other utilities and roadway design are well defined at the start of this task. Structural Engineering is completed by others.

## **Task 8 Bridge and Structural Design**

### **8.1 Structure Selection Report**

A structure selection analysis will be conducted to select an appropriate, cost-effective structure type for the US 34 over WCR 17 bridge and retaining walls. A structural selection report including an

opinion of probable cost will be developed per CDOT Staff Bridge requirements. The scope of services assumes structure type analyses for a diamond-type interchange.

**Deliverables:**

- Structural selection report and meeting with CDOT Staff Bridge

## **8.2 FIR (30%) Bridge and Structural Design**

Based on the outcome of the structural selection report meeting the selected design will be taken to a 30% FIR design level including bridge and retaining wall plans.

**Deliverables:**

- Final Structure Selection Report
- FIR level Structural Plans and Specs

## **Task 9 Preliminary Design**

The BMI roadway design team will advance the design to a Preliminary Design (FIR) level for the interchange. Deliverables will be checked following internal BMI quality procedures, including design and calculation checks, independent technical reviews, discipline coordination reviews, and constructability reviews. The scope of services assumes a diamond-type interchange maintaining four lanes on US34 at a design speed of 55mph.

### **9.1 Preliminary (30% FIR) Design**

At the FIR submittal BMI will provide approved project specific design criteria, typical sections, horizontal and vertical profiles and an OpenRoads proposed terrain model. From this model proposed earthwork, wall length/height and top of cut/toe of fills will be determined.

**Anticipated Deliverables:**

An FIR level roadway plan including mainline and major horizontal & vertical alignments, typical sections, superelevation, 3D Top surface roadway model. All design work will be performed in Bentley OpenRoads Designer using CDOT's formatting, configuration, and standards.

The following describes the discipline-specific tasks involved in the FIR design phase:

#### **9.1.1 Roadway Design**

Horizontal and vertical alignments shall be designed and input using CDOT design criteria. These alignments shall be used to model the proposed roadway, developing toes of slope and other pertinent design data to establish impacts to ROW, environmentally sensitive areas, and utilities.

**Tasks:**

- Refine geometry to appropriately balance constraints, stakeholders concerns and budget.
- Prepare Clear zone Inventory & Evaluation
- Prepare FIR Roadway Plans.

- Coordinate with other disciplines to complete and compile plans.
- Coordinate with mixed use land development around the intersection.

**Deliverables:**

- FIR roadway plan sheets/exhibits.

### 9.1.2 Finalize Construction and ROW Limits

BMI will review and optimize the preliminary design to define the construction limits to establish the final ROW and easement limits. ROW acquisition is on the critical path to secure the necessary property early for Agency project approval and for early utility relocation work to begin ahead of actual roadway construction.

**Tasks:**

- Identify final ROW and easement limits.

**Deliverables:**

- ROW exhibit.

**Limitations/Assumptions:**

- ROW limits will be developed per current CDOT requirements.

### 9.1.3 Signal Design

Design of preliminary signalized intersection will comply with ADA, MUTCD, future traffic volumes, and local standards. BMI will develop preliminary traffic signal layout plans and quantities sufficient for preliminary cost estimating purposes.

Traffic signal design will be based on the current Manual on Uniform Traffic Control Devices (MUTCD) requirements, CDOT, and City design guidelines as outlined within Signal Maintenance Agreement between CDOT and the City. The preliminary signal design will include proposed traffic signal equipment, poles, heads, existing/new interconnect connections and the resulting item quantities necessary to complete traffic signal installation.

The design of signal foundations, including diameter and length of foundations, will be determined using the City and CDOT Traffic Signal Installation & Parts Specifications (e.g., CDOT M&S Standards). Signal configurations that require structural design and analysis will be considered out of scope.

It is assumed that the City and CDOT will be responsible for the development of traffic signal timing plans. The traffic signal sheets will indicate which approaches or movements require detection, but it is assumed the City and CDOT will be responsible for the precise location, design, and orientation of detection equipment.

**Tasks:**

- Identify signal pole and equipment locations.
- Identify transit related corridor facilities with NFRMPO and CDOT.

**Deliverables:**

- Signal pole plan sheets showing cabinet, controllers, pedestrian push buttons and detectors.

**9.1.4 Signing and Striping**

BMI will develop signing and striping layout for the interchange. Sign and pavement marking design will be based on current MUTCD requirements and CDOT guidelines as applicable. This task includes the development of an inventory of existing signs within the project limits, including legend and FHWA code. This task will also define the location of OH-signs for the interchange design concept. Sign panel details will not be provided at the preliminary stage of design.

**Tasks:**

- Develop inventory of existing signs.
- Develop preliminary traffic signal plan sheets.
- Develop preliminary signing and striping design plan sheets.
- Develop OH-Sign locations.
- FIR signal, signing, OH signs, and striping quantities and cost estimate.

**Deliverables:**

- Preliminary signing and striping plan sheets.

**Limitations/Assumptions:**

- CDOT current guidelines for signing and striping will govern over MUTCD standards.

**9.1.5 Sanitary Sewer and Watermain**

BMI will design sanitary sewer and water main along WCR 17 in the project limits. The design will be based on local jurisdictional requirements. This task includes the development of preliminary alignments and pipe depths to service the required area determined by the City and Town of Windsor, as applicable.

**Tasks:**

- Develop preliminary sanitary sewer and water main roll plot plan.

**Deliverables:**

- FIR sanitary sewer and watermain plan sheets.

**Limitations/Assumptions:**

- It's assumed sanitary sewer and water main sizing requirements along with service areas and proposed connection points will be provided by City of Greeley and Town of Windsor, as applicable. No modeling will be completed.

**9.1.6 Maintenance of Traffic (MOT) and Construction Phasing**

BMI will develop temporary traffic control and construction phasing concepts will be developed in coordination with CDOT and the City. The plan will provide an overview of the anticipated construction phases, sanitary sewer and watermain locations and associated traffic control in accordance with CDOT requirements. The contractor will be responsible for obtaining an approved Method of Handling Traffic (MHT) from CDOT in accordance with CDOT requirements.

**Tasks:**

- Develop MOT & construction phasing roll plots/exhibits for DDI construction.
- Develop preliminary temporary traffic control and construction phasing roll plot plan.
- Develop preliminary signal, signing, striping, and temporary traffic control quantities and cost estimate.

**Deliverables:**

- FIR temporary traffic control and construction phasing plans.
- FIR temporary traffic control and construction phasing quantities and cost estimate.
- FIR specifications outline.

**Limitations/Assumptions:**

- It is assumed that no non-standard sign or signal structures will be designed as part of the FIR submittal.
- Lighting design is not included in the FIR submittal.

#### **9.1.7 Cost Estimate and Specifications**

As indicated for each discipline above, approximate quantities will be determined, and a preliminary engineer's cost estimate developed. Unit costs will be estimated based upon historic data and price trends using cost data available from CDOT's website and the City if available. The engineer's estimate will approximate the bids for construction of the design as shown on the FIR deliverables. This task includes assembling the construction cost estimates prepared by each design discipline.

BMI will provide an outline for the project specifications based on the pay items established during preliminary design.

**Tasks:**

- Calculate preliminary Design quantities.
- Prepare preliminary cost estimates with contingency.
- Develop outline for the project specifications.

**Deliverables:**

- Preliminary construction cost estimate.
- Preliminary project specifications outline.

**Limitations/Assumptions:**

- A contingency will be added to the estimate to account for uncertainty inherent to the preliminary cost estimate.

- Specifications is an index only based on the most current CDOT Standard Construction Specifications and CDOT Standard Special Provisions.

#### **9.1.8 Design Decision Memo**

At the conclusion of the preliminary design phase (30%), the Design Decision Memo will be updated documenting the final decisions ensuring that CDOT Project Delivery process and design Standards are followed.

##### **Tasks:**

- Revise design decision memo.

##### **Deliverables:**

- Design Decision Memo.

### **Task 10 Utility Coordination (Public and Private)**

BMI will lead the private utility coordination effort on the project. Once the SUE base mapping is completed per Task 6, BMI will forward the utility base maps to the utility companies for verification to begin the utility engagement efforts. BMI will follow the current CDOT and city utility coordination process documentation as the design is developed and finalized. Once the preliminary conceptual geometric layout is completed, plans will be sent to the utility owners for their review prior to the first initial utility coordination meeting to collect supplemental information and to identify potential utility conflicts. This information will be incorporated into the preliminary design plans and cross sections which will be resubmitted to the utility owners prior to a second utility meeting to discuss conflicts and begin development of solutions and utility relocation plans. Efforts to encourage utility owners to collaborate on a potential joint utility trenching solution will be presented. The proposed utility relocations plans will be reviewed and the third meeting to review the final design with the relocation plans will be scheduled to finalize new utility location and establish schedules to begin early relocation work prior to physical construction begins.

##### **Tasks:**

- Coordinate and attend utility meetings (assumes up to 3 meetings)
- Coordinate with City, CDOT, and the Towns of Windsor and Johnstown
- Coordinate joint trench opportunities with utility companies.
- Prepare agendas and meeting minutes.
- Prepare utility Base map.
- Review proposed utility relocation plans.

##### **Deliverables:**

- Existing utility base map.
- Utility coordination documentation
- Utility plans

### **Task 11 Traffic Analysis and Modeling**

#### **11.1 Interchange Selection Report**

An interchange selection analysis will be conducted to select the most optimal interchange for this location. Alternatives will be screened using safety, operations, right of way impacts, and multimodal improvements as criteria.

**Deliverables:**

- Interchange Selection Report with CDOT meetings to determine criteria scoring and weights

**11.2 1601 – Interchange Approval Process**

The preferred alternatives chosen in the Interchange Selection Report will be carried forward and analyzed as a part of the 1601 process.

**11.2.1 System Level Study**

The study intersections and relevant surrounding intersections will be analyzed in both the existing year and the future forecasted year. Traffic safety and operations will be further analyzed to provide a final recommendation for the location.

**Deliverables:**

- System Level Study Report

**11.2.2 Travel Demand Management**

The recommended alternative will be analyzed to determine impacts to both vehicular and multimodal travel. TDM strategies will be evaluated to estimate vehicular trip reduction at the study intersection and to determine efforts that must be made to reach the reduction goals.

**Deliverables:**

- TDM Memo

## Exhibit C

#F22-10-085

# PRELIMINARY DESIGN SERVICES 131<sup>ST</sup> AVE BRIDGE OVER US34 AND ATGRADE US34 MOBILITY HUB CITY OF GREELEY SCOPE OF WORK February 21, 2025

## PROJECT DESCRIPTION

**TOTAL FEE = \$950,785**

### Background and Planned Improvements

The City of Greeley (City) plans to construct a new grade-separated crossing over US34, approximately along the existing alignment 131st Avenue. The 131st Avenue bridge will serve as a multimodal connection, including separate lanes for automobiles, transit vehicles, and a multi-use shared path. The bridge will connect to an at-grade mobility hub located within the median of US34. These infrastructure improvements build upon the City's Mobility Umbrella initiative and align with the Colorado Department of Transportation's (CDOT) goals of ensuring mobility services that meet the needs of all residents.

The project limits will extend along the approximate existing alignment of 131st Avenue, 500 feet north and south of US34. Based on the initial survey and design, the City anticipates right-of-way (ROW) acquisition and temporary construction easements. The project is designed to maintain traffic along US34 during construction. Additional coordination will be required with anticipated developments along the US34 corridor.

The project is locally funded and led by the City, with anticipated CDOT involvement and review due to the improvements within US34. The project shall be designed in accordance with CDOT Standards and Specifications as applicable.

Required Project elements include:

- Stakeholder engagement and coordination.
- Utility coordination (public and private).
- Preliminary design packages and estimates

### Project Location

The project limits will extend along the approximate existing alignment of 131<sup>st</sup> Ave 500ft north and south of US34

### Work Duration

The time period for the work described in this scope is anticipated to be approximately 9 months from Notice to Proceed. Schedule to be developed as part of the scope of work.

## **Project Tasks**

### **Task 1 Project Management**

Bolton & Menk (BMI) will lead this task with input from each subconsultant as needed. Project management tasks include the work required to manage budget, schedule, coordination, and oversight. The Project Manager will prepare monthly invoices and status reports, summarizing the work performed and providing updates on budget and schedule. Tasks include internal project-related finance, quality, and safety reviews and reporting.

#### **1.1 Project Management Plan**

Develop a project specific Project Management Plan (PMP) for the project. The PMP will detail project management approach, key project milestones, schedule and cost management, QMP, scope management plan and change process, communications plan, risk, and staff management plan. One PMP will be prepared between this scope and the interchange scope of services.

#### **1.2 Project Monitoring and Coordination**

Regular check-in meetings to discuss project scope items, schedule, and project risks will occur with city staff. Regularly discussing these items will allow for proactive management of issues and to openly discuss mitigation strategies as a team. These meetings will occur along with the interchange coordination as one overall project.

#### **1.3 Internal Progress Meetings**

BMI staff and subconsultants to review project status and discuss action items. It is anticipated this group will meet bi-weekly as needed.

#### **1.4 Agency Coordination**

Attend up to 10 meetings with Project Manager, City and select discipline leads other agencies (Windsor, Johnstown, CDOT, Weld County, Transportation Advisory Board, etc.) to coordinate project elements such as staging, water resources, utilities, access control, etc.

##### **Tasks:**

- Review and prepare monthly invoices.
- Prepare monthly progress letters.
- Budget management and reporting.
- ProjectWise management.
- Contract and subcontract setup and management.
- Prepare PMP.
- Agency coordination.

##### **Deliverables:**

- Invoices and progress reports, pdf format.
- Meeting minutes, draft and final, pdf format.
- Project Management Plan

## Task 2 Communications

BMI will lead this task. Communication tasks will be to effectively inform and educate stakeholders and the public about the project. Providing balanced and objective information to ensure clear understood project needs, goals, objectives, and benefits associated with future improvements.

### 2.1 Public Involvement Plan

Develop an overall comprehensive Public Information Plan (PIP).

### 2.2 Outreach Event

One in-person public meeting held to inform the community of the project. Held in conjunction with the interchange project.

### 2.3 Communication Content Production

This engagement effort is centered on informing and educating the public as the project progresses through the preliminary and final design process. Topics could include an overview of the functionality of the Mobility Hub and how it will integrate into the Greeley network and traffic management during construction. Each topic will be relayed to the City's communications team to be placed on SpeakUp Greeley.

#### Tasks

- Develop and implement the PIP.
- Organize, create materials for, promote and participate in one public meeting to be held preconstruction.
- Develop content for web, social media, and email distribution.

#### Deliverables

- Public Involvement Plan in Microsoft Word format.
- Public meeting materials (boards, handouts, comment forms).
- Communication materials (one news release, two social media ads, four social media posts, six project email blasts, newsletter article, website updates).

#### Assumptions

- All public facing materials will be plain language and ADA-compliant; or, as close to compliance as possible for large technical documents/layouts.

## Task 3 Environmental Investigation and Documentation

This task is being provided under the separate West Side Development services.

## Task 4 Ownership and Right of Way Plans

This task is being provided under the separate West Side Development services.

## Task 5 Geotechnical Investigation

This task is being provided under the separate West Side Development services.

## Task 6 Subsurface Utility Engineering

This task is being provided under the separate West Side Development services.

## Task 7 Stormwater

This task encompasses baseline hydrology, drainage design, and the preparation of a comprehensive stormwater management plan/report. The primary objective is to develop a drainage design that effectively conveys stormwater in compliance with both City and CDOT standards.

### **Limitations/Assumptions:**

- Future developments will adhere to the conditions established by the existing post-roadway improvements.
- The stormwater design will be limited to the roadway and bridge improvements included in this project.
- The project will follow the City's process, while still being subject to CDOT requirements and approvals.

### **7.1 Review of Existing Data**

Conduct a comprehensive review of all existing reports, plans, and information related to drainage, including soils, environment, and utilities. Perform two site visits to gather data, including photographs and non-survey quality measurements as necessary.

### **Deliverables:**

- Designers will gain an understanding of area characteristics and feasible methods for drainage storage and treatment.

### **Limitations/Assumptions:**

- Existing data will be readily available and not necessitate special trips to archives or other locations.

### **7.2 Baseline Hydrology Hydraulics**

BMI will employ the Colorado Urban Hydrograph Program (CUHP) version 2.0 and the rational method to analyze the 2, 5, 10, 25, 50, and 100-year storm events. Detention and conveyance elements will be designed to accommodate a minor storm, such as a 5-year event, or another event as specified by the City and CDOT. Existing bridge and culvert crossing structures will be integrated into the hydraulic model using available LiDAR data, site visits as necessary, and provided survey data. Proposed pipe or channel capacities will be determined using HEC-RAS or another agreed-upon hydraulic model. Surface discharge values will be adjusted to reflect the determined storm drain capacities as applicable. An internal independent QA/QC will be conducted prior to the initial submittal.

### **Deliverables:**

- Hydrologic and hydraulic models for use in designing stormwater detention and conveyance, and drainage study, and a preliminary drainage report.

### **Limitations/Assumptions:**

- No more than two rounds of revisions will be required to meet CDOT and City approval.
- One water quality/detention pond can serve the whole project.

### **7.3 Alternatives and Conceptual Development**

A maximum of two feasible and constructable alternatives will be developed for consideration. Draft drawings/exhibits and preliminary costs will be presented to the City for review. One alternative will be selected for further development. The use of sustainable Bioswales, rain gardens or other green drainage solutions will be evaluated and will be incorporated into the design at locations where practical.

**Deliverables:**

- Exhibits and costs of two conceptual drainage solutions and the selected plan for improvements.

**Limitations/Assumptions:**

- Two rounds of revisions to concepts prior to selection of final drainage design.

### **7.4 FIR (30%) Drainage Design**

The selected design will be advanced to a 30% completion level, including the development of plan and profile drawings. This stage will also address detention, water quality, and interactions with roadway and pedestrian needs. Cost estimates and quantities will be further refined. The design will be prepared for review by the City, CDOT, and other stakeholders.

**Deliverables:**

- Drawings and costs estimate of the selected drainage solution.

**Limitations/Assumptions:**

- Soils, environmental concerns, and other utilities and roadway design are well defined at the start of this task.

## **Task 8 Bridge and Structural Design**

### **8.1 Structure Selection Report**

A structure selection analysis will be conducted to select an appropriate, cost-effective structure type for the 131st Ave bridge and retaining walls. A structural selection report including an opinion of probable cost will be developed per CDOT Staff Bridge requirements. This document will include a decision matrix for the structure types evaluated highlighting pros and cons, costs, schedule, property/traffic impacts, etc., and a risk index for the associated construction methods. Scope of services assumes structure types analyzed will include prestressed concrete beam or steel beam/plate girder, with the assumption that the inclusion of the mobility hub in the median will justify the inclusion of a median pier for structure support.

**Deliverables:**

- Structural selection report and meeting with CDOT Staff Bridge

### **8.2 FIR (30%) Bridge and Structural Design**

Based on the outcome of the structural selection report meeting the selected design will be taken to a 30% FIR design level including bridge and retaining wall plans. Preliminary analyses will be performed to the degree necessary to confirm structure depth needs of the recommended alternative such that a finalized road profile can be set that meets highway clearance requirements.

**Deliverables:**

- Final Structure Selection Report
- FIR level Structural Plans and Specs

## Task 9 Preliminary Design

The proposed enhancements on 131st Avenue will integrate multi-modal components, featuring dedicated lanes for automobiles, transit vehicles, and smaller electric vehicles (e.g., scooters, e-bikes, carts). Each lane will be distinctly separated by a curb or an equivalent barrier to ensure safety and efficiency. Additionally, the median of US34 will be widened to accommodate a median-based mobility hub.

The roadway design team will address all roadway design elements and determine the elevation of the mobility hub flatwork. The BMI roadway design team will progress the design to a Preliminary Design (FIR) level for roadway improvements. All deliverables will undergo rigorous internal BMI quality procedures, including design and calculation checks, independent technical reviews, discipline coordination reviews, and constructability reviews. The scope of services anticipates that the roadway design team will confine the design to the vicinity of the bridge abutments and walls. The design will progress to establish a ROW footprint, with further details to be finalized in subsequent design phases.

### 9.1 Preliminary (30% FIR)

At the FIR submittal BMI will provide approved project specific design criteria, typical sections, horizontal and vertical profiles and an OpenRoads proposed terrain model. From this model proposed earthwork, wall length/height and top of cut/toe of fills will be determined.

**Anticipated Deliverables:**

An FIR level roadway plan including mainline and major horizontal & vertical alignments, typical sections, superelevation, 3D Top surface roadway model. All design work will be performed in Bentley OpenRoads Designer using CDOTs formatting, configuration, and standards.

The following describes the discipline-specific tasks involved in the FIR design phase:

#### 9.1.1 Roadway Design

Horizontal and vertical alignments shall be designed and input using City and CDOT design criteria as applicable. A proposed typical section that incorporates all planned mobility uses will be developed. The alignments and typical sections shall be used to model the proposed roadway, developing toes of slope and other pertinent design data to establish impacts to ROW, environmentally sensitive areas, and utilities.

**Tasks:**

- Refine geometry to appropriately balance constraints, stakeholders concerns and budget.
- Develop proposed roadway typical section
- Prepare FIR Roadway Plans.
- Coordinate with other disciplines to complete and compile plans.
- Coordinate with mixed use land development in the South and North.

**Deliverables:**

- FIR roadway plan sheets/exhibits.
- FIR specifications outline.

**9.1.2 Finalize Construction and ROW Limits**

BMI will review and optimize the design to define the construction limits to establish the final ROW and easement limits. ROW acquisition is on the critical path to secure the necessary property early for Agency project approval and for early utility relocation work to begin ahead of actual roadway construction.

**Tasks:**

- Identify ROW and easement limits.

**Deliverables:**

- ROW exhibit with easements.

**9.1.3 Signing and Striping**

BMI will develop signing and striping layouts. Sign and pavement marking design will be based on current MUTCD requirements and CDOT guidelines as applicable. This task includes the development of an inventory of existing signs within the project limits, including legend and FHWA code. Sign panel details will not be provided at the preliminary stage of design.

**Tasks:**

- Develop inventory of existing signs.
- Develop preliminary signing and striping plans sheets.
- Develop unique sign locations for mobility hub wayfinding.

**Deliverables:**

- Preliminary signing and striping plan sheets.
- FIR signing, and striping quantities and cost estimate.

**9.1.4 Maintenance of Traffic (MOT) and Construction Phasing**

BMI will develop temporary traffic control and construction phasing concepts will be developed in coordination with CDOT and the City. The plan will provide an overview of the anticipated construction phases and associated traffic control in accordance with CDOT requirements. The contractor will be responsible for obtaining an approved Method of Handling Traffic (MHT) from CDOT in accordance with CDOT requirements.

**Tasks:**

- Develop MOT & construction phasing roll plots/exhibits for construction.
- Develop preliminary temporary traffic control and construction phasing roll plot plan.
- Develop preliminary signal, signing, striping, and temporary traffic control quantities and cost estimate.

**Deliverables:**

- FIR temporary traffic control and construction phasing plans.
- FIR temporary traffic control and construction phasing quantities and cost estimate.

**Limitations/Assumptions:**

- Lighting design is not included in the FIR submittal.

**9.1.5 Cost Estimate and Specifications**

As indicated for each discipline above, approximate quantities will be determined, and a preliminary engineer's cost estimate developed. Unit costs will be estimated based upon historic data and price trends using cost data available from CDOT's website and the City if available. The engineer's estimate will approximate the bids for construction of the design as shown on the FIR deliverables. This task includes assembling the construction cost estimates prepared by each design discipline.

BMI will provide an outline for the project specifications based on the pay items established during preliminary design.

**Tasks:**

- Calculate preliminary Design quantities.
- Prepare preliminary cost estimates.
- Develop outline for the project specifications.

**Deliverables:**

- Preliminary construction cost estimate.
- Preliminary project specifications outline.

**Limitations/Assumptions:**

- A contingency will be added to the estimate to account for uncertainty inherent to the preliminary cost estimate.
- Specifications is an index only based on the most current CDOT Standard Construction Specifications and CDOT Standard Special Provisions.

**9.1.6 Design Decision Memo**

At the conclusion of the preliminary design phase (30%), the Design Decision Memo will be updated documenting the final decisions ensuring that CDOT Project Delivery process and design Standards are followed.

**Tasks:**

- Revise design decision memo.

**Deliverables:**

- Design Decision Memo.

## Task 10 Mobility-Oriented Development Planning

BMI will lead this task. The purpose is to assess current conditions of the built environment and development ordinances around the planned Centerplace mobility hub and to provide recommendations that create a future mobility-oriented built environment that fully leverages and supports the mobility hub and prioritizes multimodal access and amenities.

### 10.1 Project Management

- **General Coordination**

BMI will attend, make presentations, and participate in virtual general coordination meetings or conference calls with the City (24 total) for the project. Coordination activities may be used to present preliminary findings, discuss on-going issues, or obtain feedback on draft deliverables. Routine coordination between milestone meetings or conference calls will occur via telephone, email, virtual meetings, general inquiries via email or phone call, or interaction over a file share site. BMI will serve as the primary point of contact for the City and will coordinate with project team members as necessary.

- **Baseline Data Exchange**

BMI will provide the City with GIS data, resource documents, growth forecasts, economic data, stakeholder lists, development data, as necessary identified as important to the planning process. Data will be exchanged via a file share site or similar. BMI will rely on this information for its inventory and analysis to support recommendations in subsequent phases of the planning process.

- **Deliverables:** BMI will attend, provide materials and facilitate a project orientation kick-off meeting as well as regular project team meetings, assuming every 2-3 weeks.

### 10.2 Public Engagement

- **Stakeholder Identification**

BMI will assist the City with identification of targeted stakeholder groups most relevant to this scope of work and study area (e.g., city staff, property owners, developers, mobility advocates).

- **Storymap Development**

BMI will develop and provide regular updates to a storymap to document a summary of the work completed during this task.

- **Stakeholder Meetings**

BMI will assist the city with planning a series of stakeholder meetings to determine goals and vision for the Centerplace area with respect to the mobility hub and to garner feedback on concepts and recommendations. BMI will facilitate stakeholder meetings and provide necessary materials.

- **Deliverables:** BMI will attend (virtually, up to 4 staff), provide materials and facilitate stakeholder meetings (up to 8 meetings).

### 10.3 Data, Inventory & Analysis

- **Policy and Ordinance Assessment**

BMI will review existing plans, policies, and ordinances provided by the City and relevant to the planning process and study areas. A list of plans, policies, studies, and ordinances to review for the project will be provided by the City. Copies of the documents in the list should be provided to BMI in searchable Adobe Acrobat PDF or Microsoft Word formats, if possible.

- **Study Area Context, Data and Trends**

BMI will review and summarize recent data and findings, provided by the City related to study area influences — development, transportation, economic, cultural, environmental, or political — in and around the study areas; or other sources may be identified by BMI.

- **Mapping Physical and Policy Conditions**

BMI will inventory and map conditions and features in the study areas for the following general categories: natural environment, built environment, community character, and supporting existing and future infrastructure. Together, this map set will describe how land is currently organized, used, and supported by public facilities and services as well as overlaying proposed or planned future changes (e.g., development and transportation projects). It will serve as a base for analysis, concept designs and proposed recommendations.

The draft summary documents will be shared with the City for comments. Revisions to the information presented in the draft documents will be made while creating the first draft for the overall project.

- **Deliverables:**

- Policy and Ordinance Scan Discovery Memo
- Study Area Context, Data and Trends Summary Document
- Physical Assessment Map Set

### 10.4 Mobility-Oriented Development Plan

- **Vision and Guiding Principles**

BMI will prepare a vision statement and set of guiding principles for the study area that will be developed with input from the City and Stakeholders. These will draw from existing plans and ongoing stakeholder engagement and will provide high-level goals for the future development and public space in the study area, especially considering the planned mobility hub and transportation investments.

- **Multimodal Mobility Analysis and Recommendations**

BMI will identify gaps and future connection needs in the study area based on long-term growth, including assumptions about future transit, walking, biking, and smart mobility needs. Recommendations may include updates to local mobility systems to support multimodal safety and mobility in the future study areas.

- **Study Area Concept Plans**  
BMI will prepare a detailed concept plan for the study area that illustrates the goals and principles established. Key elements of a concept plan may include proposed land uses, new (or improved) streets, blocks, parks, and buildings that will be illustrated and rendered in color using a 2-D plan view format (top-down graphic). Perspective drawings and/or street view scenes will also be used to highlight the community's preferred character and development principles. Graphic representations for the afore-mentioned drawings will be determined by BMI with input from the City.
- **Deliverables:**
  - Stakeholder Engagement to define Vision and Guiding Principles
  - Vision and Guiding Principles Document
  - Multimodal Mobility Analysis and Recommendations Summary
  - Station Area Concept Plan
  - Three Perspective Renderings illustrating the vision and Concept Plans
- **Limitations/Assumptions:**
  - Draft concept plan produced using direction, feedback from first stakeholder meeting.
  - Review concept with stakeholders, revise (1x) per feedback.
  - Deliver final concept.
  - Renderings: 1 plan view; 1 oblique (birds eye); up to 2 eye level (streetview).
    - Package work cohesively into set of 11x17 PDF pages able to be viewed as "slides" or printed.

#### 10.5 Ordinance & Policy Recommendations

- **Ordinance Diagnostic Technical Memo**  
BMI will provide a brief technical memorandum generally highlighting and summarizing important opportunities in the existing ordinance for updates, consistencies or inconsistencies to consider in future ordinance revisions (by others) that will help ensure the mobility-oriented goals and vision are achieved in the study area.
- **Deliverables:**
  - Brief ordinance diagnostic technical memorandum.

#### Task 11 Mobility Hub Design

This task entails the work effort needed to design a multi-modal Mobility Hub within the median of US34. The Mobility Hub will provide valuable multi-modal access to the West Side Development facilities to be located within the general proximity of the new Mobility Hub site.

##### Mobility Hub Details:

- Covered roof structure
- Stair and elevator access from lower grade to bridge level
- Construction cost not to exceed \$15.0m

This task includes participation from the following professional disciplines specific to the Mobility Hub:

- Design Architect (Lake | Flato)

- Architect of Record
- Landscape Architect
- Structural Engineer
- Mechanical/Plumbing Engineer
- Fire Protection
- Energy Modeling for renewable energy analysis
- Electrical Engineer
- Lighting Designer
- Vertical Transportation (Elevator/Escalator)
- Security/Audio Visual
- Cost Estimating

### 11.1 Concept Design

- Lake | Flato in partnership with Bolton and Menk will develop and review the concept design with the Owner to establish the initial program and overall shape and form of the Mobility Hub in concert with the site, traffic flow and the 131<sup>st</sup> avenue bridge
- Lake | Flato will build upon previously attained knowledge from with the City to provide a united design that both integrates and strengthens the final structure and the site.
- Meeting Assumptions:
  - 1 virtual concept kickoff meeting
  - 2 virtual concept check-in meetings
  - 1 in-person stakeholder/community meeting
- Concept Deliverables Include
  - Concept Plan
  - Concept elevations
  - Massing studies with sketchup/enscape rendering
  - Concept Site Plan
  - Preliminary Concept Estimate

### 11.2 Schematic Design

- Lake | Flato in partnership with Bolton and Menk and other design consultants will further build upon a single design concept already established in the Concept phase.
- Design concept will further detail the materials of the spaces and outline initial assumptions for other engineered systems including Mechanical, Electrical, Lighting, Plumbing, Vertical Transportation, Security, Structural and the connection with the relevant civil/site features
- Review preliminary building code implications as might be relevant to the project
- Meeting Assumptions:
  - 1 virtual Schematic Design kickoff meeting
  - 4 virtual schematic design review meetings
  - 1 In person final presentation
- Schematic Design Deliverables Include
  - Preliminary Plan
  - Preliminary site plans
  - Preliminary elevations of the exterior skin
  - Sections if required
  - Material Selection
  - 2 renderings

- Engineering narrative with diagrams/plans where appropriate
- Preliminary Estimate of Probable Cost

### **Task 12 Utility Coordination (Public and Private)**

BMI will lead the private utility coordination effort on the project. Once the SUE base mapping is completed per Task 6, BMI will forward the utility base maps to the utility companies for verification to begin the utility engagement efforts. BMI will follow the current City and CDOT utility coordination process documentation as the design is developed and finalized. Once the preliminary conceptual geometric layout is completed, plans will be sent to the utility owners for their review prior to the first initial utility coordination meeting to collect supplemental information and to identify potential utility conflicts. This information will be incorporated into the preliminary design plans and cross sections which will be resubmitted to the utility owners prior to a second utility meeting to discuss conflicts and begin development of solutions and utility relocation plans. Efforts to encourage utility owners to collaborate on a potential joint utility trenching solution will be presented. The proposed utility relocations plans will be reviewed and the third meeting to review the final design with the relocation plans will be scheduled to finalize new utility location and establish schedules to begin early relocation work prior to physical construction begins.

#### **Tasks:**

- Coordinate and attend utility meetings (assumes up to 3 meetings)
- Coordinate with City, CDOT, and the Towns of Windsor and Johnstown
- Coordinate joint trench opportunities with utility companies.
- Prepare agendas and meeting minutes.
- Prepare utility Base map.
- Review proposed utility relocation plans.

#### **Deliverables:**

- Existing utility base map.
- Utility coordination documentation
- Utility plans



# Council Agenda Summary

June 16, 2026

Key Staff Contact: Seth Sorensen, Public Works Director

## Title:

Resolution authorizing the City Manager to execute the First Amendment to an Intergovernmental Agreement regarding Cost Sharing for improvements at the Greeley-Weld County Airport

## Summary:

On November 19, 2024, City Council passed Resolution 52, 2024 which authorized the City Manager to execute an Intergovernmental Agreement ("Original IGA") with Weld County and the Greeley-Weld County Airport Authority ("Authority") for the construction of improvements located at the Airport, including construction of an access roadway, taxi lane, and taxiway ("Improvements").

The Improvements are intended to assist the Authority in implementing the East Complex Development Plan. The projects identified in the Original IGA have been completed, including Taxi Lane Echo One and Taxiway Echo One and Wing Way from WCR 47 to the driveway for the new JBS hangar. The parties now desire to amend the Original IGA to enable the Authority to complete Wing Way from its current terminus at the driveway to the new JBS hangar to WCR 62 and to add two new taxi projects, and to clearly state the respective roles of the Parties going forward ("Additional Improvements").

The City has identified funding available to provide to the Authority to proceed with the Additional Improvements. The Airport is an important economic driver, and the Additional Improvements will provide important stimulation for economic growth in the community. The City and County desire to equitably contribute funds for the purpose of completing the Additional Improvements.

This resolution is to authorize the City Manager to enter into the "First Amendment to Intergovernmental Agreement Regarding Cost Sharing for Improvements at the Greeley-Weld County Airport."

## Fiscal Impact:

The proposed IGA requires the City to spend up to \$7 million for the construction of Wing Way. City Council will need to budget and appropriate this amount for Wing Way in the 2027 budget.

## Legal Issues:

None.

## Other issues and Considerations:

None.

**Strategic Focus Area:**

Business Growth  
Community Vitality  
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. 86, 2026 with Exhibit A

**CITY OF GREELEY, COLORADO  
RESOLUTION NO. 86, 2026**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE  
THE FIRST AMENDMENT TO AN INTERGOVERNMENTAL  
AGREEMENT REGARDING COST SHARING FOR IMPROVEMENTS  
AT THE GREELEY-WELD COUNTY AIRPORT**

WHEREAS, in 1978 the City of Greeley ("City") and Weld County ("County") jointly formed the Greeley-Weld County Airport Authority ("Authority") pursuant to the provisions of the Colorado Public Airport Authority Law (C.R.S. §§ 14-3-101, et seq.); and

WHEREAS, since that time, Authority has operated the Greeley-Weld County Airport ("Airport") as a general aviation public use airport; and

WHEREAS, on November 19, 2024 City Council passed Resolution 52, 2024 which authorized the City Manager to execute an Intergovernmental Agreement ("Original IGA") with County and Authority for the construction of improvements located at the Airport, including construction of an access roadway, taxi lane, and taxiway ("Improvements"); and

WHEREAS, the Improvements are intended to assist the Authority in implementing the East Complex Development Plan; and

WHEREAS, the projects identified in the Original IGA have been completed, including Taxi Lane Echo One and Taxiway Echo One and Wing Way from WCR 47 to the driveway for the new JBS hangar; and

WHEREAS, the Parties now desire to amend the Original IGA to enable the Authority to complete Wing Way from its current terminus at the driveway to the new JBS hangar to WCR 62 and to add two new taxi projects, and to clearly state the respective roles of the Parties going forward ("Additional Improvements"); and

WHEREAS, the City has identified funding available to provide to the Authority to proceed with the Additional Improvements; and

WHEREAS, the Airport is an important economic driver, and the Additional Improvements will provide important stimulation for economic growth in the community; and

WHEREAS, the City and County desire to equitably contribute funds for the purpose of completing the Additional Improvements; and

WHEREAS, the City Council finds that it is in the best interests of the citizens of the City to authorize execution of the Amendment to the Original IGA.

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

**Section 1.** The City Council hereby authorizes the City Manager to enter into the "First Amendment to Intergovernmental Agreement Regarding Cost Sharing for Improvements at the Greeley-Weld County Airport," a copy of which is attached hereto and incorporated herein as Exhibit A.

**Section 2.** This Resolution shall take effect immediately upon its passage.

**PASSED AND ADOPTED, SIGNED AND APPROVED ON THIS \_\_\_ DAY OF \_\_\_\_\_, 2026.**

**ATTEST**

**THE CITY OF GREELEY, COLORADO**

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

**By:** \_\_\_\_\_  
Mayor

# **EXHIBIT A**

**FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT REGARDING  
COST SHARING FOR IMPROVEMENTS AT THE GREELEY-WELD COUNTY  
AIRPORT**

THIS FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2026, by and between Greeley - Weld County Airport Authority (“Authority” or “the Authority”), by and through the Greeley - Weld Airport Authority Board (the “Authority Board”), whose address is 600 Airport Road # A, Greeley, Colorado 80631; the City of Greeley, Colorado (“City”), whose address is 1200 11<sup>th</sup> Avenue, Greeley, Colorado 80631; and Weld County (“County”) whose address is 1150 O Street, Greeley, Colorado 80631 (collectively “Parties”).

**WITNESSETH**

WHEREAS, on October 23, 2024, the Parties signed an Intergovernmental Agreement Regarding Cost Sharing for Improvements at the Greeley-Weld County Airport (“Original IGA”); and

WHEREAS, the projects identified in the Original IGA have been completed, including Taxi Lane Echo One and Taxiway Echo One and Wing Way from WCR 47 to the driveway for the new JBS hangar; and

WHEREAS, the Parties now desire to amend the Original IGA to enable the Authority Board to complete Wing Way from its current terminus at the driveway to the new JBS hangar to WCR 62 and to add two new taxi projects, and to clearly state the respective roles of the Parties going forward; and

WHEREAS, the Parties are authorized to enter into this Agreement by virtue of C.R.S. § 29-1-203; C.R.S. § 41-3-101 et seq.; Weld County Code § 2-10-20; and Greeley Municipal Code §2-186.

NOW, THEREFORE, in consideration of the following mutual promises and covenants, the Parties agree to amend the Original IGA with the substitution of the following language for the corresponding paragraphs of the Original IGA:

1. The Parties have completed Taxi Lane Echo One and Taxiway Echo One and Wing Way as contemplated by the Original IGA. The Parties agree that the Authority shall construct the remainder of Wing Way, from the driveway for the new JBS hanger to its intersection with WCR 62, as shown on the attached Exhibit A. Additionally, the Parties agree that the Authority shall construct Taxi Echo Stage 3 – Phase II and Taxi Echo Stage 3 – Phase II Add Alternate, as shown on the attached Exhibit A.
2. Responsibilities of City. City will be responsible to pay to Authority Board an amount not to exceed \$7,000,000 for the cost of constructing the following improvements:

- a. Wing Way roadway and related infrastructure extension from the current terminus at the JBS driveway to County Road 62.
  - b. Installation of supporting utilities including water, sewer, stormwater infrastructure, and private utilities necessary to support development along the Wing Way corridor.
  - c. The Airport Authority shall assemble and submit to the City all invoices for construction of Wing Way (the “Invoices”) as promptly after receiving the same as is reasonably practicable. In the event that the City, in good faith, finds that an Invoice or any portion thereof is not (i) consistent with the requirements of this Agreement or (ii) valid, documented, and complete and in material compliance with this Agreement (the “Payment Request Criteria”), the City shall, within ten (10) business days after receipt of such Invoice, give written notice to the Authority Board specifying with reasonable detail its objections to the Invoice (a “Rejection Notice”). The City shall remit payment to the Authority Board within thirty 30 days of receipt of such invoices, unless the City issues a Rejection Notice. If the City timely and properly sends a Rejection Notice, then for any Invoice line items to which the Rejection Notice has made specific objection, the Parties shall work in good faith to promptly resolve the Rejection Notice.
3. Responsibilities of County. To date, County has paid \$3,686,128.99 of the original commitment of \$5,000,000 as stated in the Original IGA. County agrees that the remaining \$1,313,871.01 of the original commitment, in addition to an additional commitment of \$5,000,000 shall apply to the Taxi Echo Stage 3 – Phase II and Taxi Echo Stage 3 – Phase II Add Alternate improvements.
  4. Responsibilities of Authority.
    - a. The Authority Board shall serve as project lead and construction manager for all of the improvements stated herein and shown on Exhibit A.
    - b. Bolton & Menk shall have no role in the completion of the improvements.
    - c. The Authority Board shall construct Wing Way to conform with the City’s most recent Street Design Criteria and Construction Specifications, except, however, the Authority Board is not required to construct a sidewalk or install sod or trees. For landscaping and erosion control the Authority Board shall install native grasses.
    - d. Before completion of Wing Way, the Authority Board shall dedicate the length of Wing Way to the City as a public right of way pursuant to the City’s process for dedication of public right of way.

All of the remaining paragraphs of the Original IGA shall remain the same.

(The remainder of this page is left intentionally blank.)

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year first written above.

**GREELEY-WELD COUNTY  
AIRPORT AUTHORITY**

ATTEST:

By: \_\_\_\_\_  
\_\_\_\_\_. Chair

By: \_\_\_\_\_  
Secretary/Treasurer

APPROVED AS TO LEGAL FORM:

By: \_\_\_\_\_  
Kent Naughton

**CITY OF GREELEY, COLORADO**

APPROVED AS TO SUBSTANCE:

By: \_\_\_\_\_  
Brian McBroom, City Manager

AS TO AVAILABILITY OF FUNDS:

By: \_\_\_\_\_  
Kirk Jones, Director of Finance

APPROVED AS TO LEGAL FORM:

By: \_\_\_\_\_  
Stacey Aurzada, City Attorney

**WELD COUNTY, COLORADO**

ATTEST:  
Weld County Clerk to the Board

---

Scott K. James, Chair  
Board of County Commissioners  
of Weld County, Colorado

---

Deputy Clerk to the Board



# Council Agenda Summary

June 16, 2026

Key Staff Contact: Deb Callies, Housing Director

## Title:

Resolution declaring the intent of the City of Greeley, Colorado to issue tax-exempt multifamily housing revenue bonds for the Prairie Rose Rehab Project

## Summary:

In August 2025, the City Council unanimously adopted the Housing for All Strategic Plan for the City of Greeley. This plan outlines the City's commitment to fostering mixed-income development as Greeley continues to grow. The strategy includes creating housing options across the spectrum—affordable, attainable (middle-income), market-rate, upper market-rate, and executive housing. Affordable housing remains the most challenging component to deliver in any community due to the significant funding gap between construction costs and rental income.

On January 6th City Council created the Private Activity Bond program. Private Activity Bonds (PABs) play a critical role in financing 4% Low-Income Housing Tax Credit projects through the Colorado Housing Finance Authority (CHFA). Each year, the City receives an allocation of PABs, which can either be directed to local projects or relinquished to the State for statewide distribution. The balance of the retention of the PABs from 2024-2026 is \$24,635,537.

On June 2, 2026 City Council approved PAB allocation recommendations from the Housing for All Advisory Board including \$6,050,055 in PABs for High Plains Development preservation project located at 1126 3rd Street in Greeley, CO. This development will preserve 64 units of affordable rental housing for 40%-50% AMI households.

## Fiscal Impact:

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

No Impact: PAB funds are not included in City budget.

## Legal Issues:

None

## Other issues and Considerations:

## 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. 87, 2026

**CITY OF GREELEY, COLORADO  
RESOLUTION NO. 87, 2026**

**A RESOLUTION DECLARING THE INTENT OF THE CITY OF  
GREELEY, COLORADO TO ISSUE TAX-EXEMPT MULTIFAMILY  
HOUSING REVENUE BONDS FOR THE PRAIRIE ROSE REHAB  
PROJECT**

WHEREAS, the City of Greeley (the “City”) is a home rule city and Colorado municipal corporation; and

WHEREAS, the City is authorized by the County and Municipality Development Revenue Bond Act, constituting Article 3, Title 29, Colorado Revised Statutes, as amended (the “Act”) and the Colorado Supplemental Public Securities Act, constituting Article 57, Title 11, Section 201 et seq., Colorado Revised Statutes, as amended (the “Supplemental Public Securities Act”), to finance and refinance one or more projects (which includes any land, building or other improvement and real and personal properties) to the end that residential facilities for low- and middle-income persons or families may be provided which promote the public health, welfare, safety, convenience and prosperity; and

WHEREAS, the City is further authorized by the Act and the Supplemental Public Securities Act to issue revenue bonds for the purpose of defraying the cost of financing any project, including the payment of principal and interest on such revenue bonds for not exceeding three years, the funding of any reserve funds which the City may deem advisable to establish in connection with the retirement of such revenue bonds or the maintenance of the project and all incidental expenses incurred in issuing such revenue bonds, and to secure payment of such revenue bonds as provided in the Act; and

WHEREAS, representatives of High Plains Housing Development, including any subsidiaries, affiliates, successors or assigns (but only if such subsidiaries, affiliates, successors or assigns are acceptable to the City) (the “Borrower”), have met with officials of the City and have advised the City of the Borrower’s interest in the financing of the acquisition, renovation, construction, improvement and equipping of an affordable multifamily housing facility, consisting of approximately 64 units, containing complete residential facilities, and have proposed that the City issue its multifamily housing revenue bonds, in one or more series (the “Bonds”), to finance Prairie Rose Rehab (the “Project”), a residential facility for low- and middle-income persons or families, which Project is located at 1126 3<sup>rd</sup> Street in Greeley, CO, within the boundaries of the City, to be owned and operated by the Borrower; and

WHEREAS, the Project constitutes a project under the Act, and the City wishes to declare its intention to authorize an issue of its Bonds, for the purpose of paying the cost of financing the Project, upon such terms and conditions as are contained herein; and

WHEREAS, the City has considered the Borrower’s Project proposal and, upon the expectation that the Project will provide more adequate residential rental housing for low- and middle-income persons and families within the City, the City wishes to declare its present intention to authorize

the Bonds for the aforesaid purposes, all upon such terms and conditions as may be agreed upon by the City, Kutak Rock LLP (“Bond Counsel”) and the Borrower;

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

**Section 1.** In order to benefit the residents of the City, the City hereby declares its intent to authorize the issuance, in one or more series, of the Bonds in an aggregate principal amount not to exceed \$6,050,055, which amount is estimated to be sufficient: (a) to finance a portion of the Project; and (b) to pay certain costs incurred in connection with the issuance of the Bonds.

**Section 2.** The Bonds shall be special, limited obligations of the City payable solely from the payments to be made by the Borrower to the City under a Financing Agreement to be entered into by and between the City and the Borrower.

**Section 3.** The City Council of the City (the “City Council”) hereby finds, determines, recites and declares that the Bonds shall not constitute any multiple-fiscal year direct or indirect debt or other financial obligation whatsoever of the City, the State or any political subdivision of the State within the meaning of any provision or limitation of the State Constitution or statutes, and the Bonds shall not constitute or give rise to a pecuniary liability of the City or a charge against the City’s general credit or taxing powers, or ever be deemed to be an obligation or agreement of any commissioner, officer, director, agent or employee of the City in such person’s individual capacity, and none of such persons shall be subject to any personal liability by reason of the issuance of the Bonds.

**Section 4.** The City Council hereby finds, determines, recites and declares that the issuance of the Bonds to finance the Project will promote the public purposes set forth in the Act, including, without limitation, assisting persons or families of low- and middle-income in obtaining decent, safe and sanitary housing.

**Section 5.** The City Council hereby finds, determines, recites and declares the City’s intent that this Resolution constitute an official indication of the present intention of the City to issue the Bonds as herein provided, subject to: (a) the Borrower either obtaining a binding final commitment of credit enhancement for the Bonds from a credit enhancement provider which is acceptable to the City and its Bond Counsel or obtaining a commitment for the purchase of the Bonds on a private placement basis by qualified institutional buyers or accredited investors which are acceptable to the City and its Bond Counsel, (b) the delivery of an approving opinion of Bond Counsel to the City, (c) the delivery of a market study, appraisal, survey, title insurance, environmental audit and plans and specifications which are all acceptable to the City, (d) the Borrower obtaining sufficient debt and equity financing acceptable to the City, and (e) the adoption of a final bond resolution by the City Council.

**Section 6.** The City hereby awards the Project up to \$6,050,055, not to exceed 45% of the eligible aggregate basis, of its private activity bond volume cap allocation.

**Section 7.** All actions not inconsistent with the provisions of this Resolution heretofore taken by the City Council or any officer or employee of the City in furtherance of the issuance of the Bonds are hereby ratified, approved and confirmed.

**Section 8.** All prior acts, orders, resolutions, ordinances or parts thereof of the City in conflict with this Resolution are hereby repealed, except that this repealer shall not be construed to revive an act, order, resolution, ordinance, or part thereof, heretofore repealed.

**Section 9.** If any section, paragraph, clause or provision of this Resolution shall be adjudged to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining sections, paragraphs, clauses or provisions of this Resolution.

**Section 10.** All bylaws, orders, resolutions, ordinances, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency, and if so repealed, no other bylaw, order, resolution, ordinance, or part thereof, shall be revived. This repealer shall not be construed as reviving any bylaw, order, resolution or ordinance, or part thereof.

**Section 11.** This Resolution and all of the obligations of the City described herein shall terminate on December 31, 2026 (the “Expiration Date”); provided, however, the City Manager may extend the Expiration Date to a later date in their sole discretion.

**PASSED AND ADOPTED, SIGNED AND APPROVED ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2026.**

**ATTEST**

**THE CITY OF GREELEY, COLORADO**

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

\_\_\_\_\_  
**Mayor**



# Council Agenda Summary

June 16, 2026

Key Staff Contact: Deb Callies, Housing Director

## Title:

Resolution declaring the intent of the City of Greeley, Colorado to issue tax-exempt multifamily housing revenue bonds for the Hope Springs Project

## Summary:

In August 2025, the City Council unanimously adopted the Housing for All Strategic Plan for the City of Greeley. This plan outlines the City's commitment to fostering mixed-income development as Greeley continues to grow. The strategy includes creating housing options across the spectrum—affordable, attainable (middle-income), market-rate, upper market-rate, and executive housing. Affordable housing remains the most challenging component to deliver in any community due to the significant funding gap between construction costs and rental income.

On January 6, 2026 City Council created the Private Activity Bond program. Private Activity Bonds (PABs) play a critical role in financing 4% Low-Income Housing Tax Credit projects through the Colorado Housing Finance Authority (CHFA). Each year, the City receives an allocation of PABs, which can either be directed to local projects or relinquished to the State for statewide distribution. The balance of the retention of the PABs from 2024-2026 is \$24,635,537.

On June 2, 2026 City Council approved PAB allocation recommendations from the Housing for All Advisory Board including \$9,992,025 in PABs for Brikwell's Hope Springs multifamily development located at approximately 3101 32<sup>nd</sup> Street, Greeley, CO. This development is designed to include 120 new rental units of affordable housing serving 30%-70% AMI.

## Fiscal Impact:

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

No Impact: PAB funds are not included in City budget.

## Legal Issues:

None

## Other issues and Considerations:

## 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. 88, 2026

**CITY OF GREELEY, COLORADO  
RESOLUTION NO. 88, 2026**

**A RESOLUTION DECLARING THE INTENT OF THE CITY OF  
GREELEY, COLORADO TO ISSUE TAX-EXEMPT MULTIFAMILY  
HOUSING REVENUE BONDS FOR THE HOPE SPRINGS PROJECT**

WHEREAS, the City of Greeley (the “City”) is a home rule city and Colorado municipal corporation; and

WHEREAS, the City is authorized by the County and Municipality Development Revenue Bond Act, constituting Article 3, Title 29, Colorado Revised Statutes, as amended (the “Act”) and the Colorado Supplemental Public Securities Act, constituting Article 57, Title 11, Section 201 et seq., Colorado Revised Statutes, as amended (the “Supplemental Public Securities Act”), to finance and refinance one or more projects (which includes any land, building or other improvement and real and personal properties) to the end that residential facilities for low- and middle-income persons or families may be provided which promote the public health, welfare, safety, convenience and prosperity; and

WHEREAS, the City is further authorized by the Act and the Supplemental Public Securities Act to issue revenue bonds for the purpose of defraying the cost of financing any project, including the payment of principal and interest on such revenue bonds for not exceeding three years, the funding of any reserve funds which the City may deem advisable to establish in connection with the retirement of such revenue bonds or the maintenance of the project and all incidental expenses incurred in issuing such revenue bonds, and to secure payment of such revenue bonds as provided in the Act; and

WHEREAS, representatives of Brikwell, including any subsidiaries, affiliates, successors or assigns (but only if such subsidiaries, affiliates, successors or assigns are acceptable to the City) (the “Borrower”), have met with officials of the City and have advised the City of the Borrower’s interest in the financing of the acquisition, improvement, construction, improvement and equipping of an affordable multifamily housing facility, consisting of approximately 120 units, containing complete residential facilities, and have proposed that the City issue its multifamily housing revenue bonds, in one or more series (the “Bonds”), to finance Hope Springs (the “Project”), a residential facility for low- and middle-income persons or families, which Project is located at approximately 3101 32<sup>nd</sup> Street in Greeley, CO, within the boundaries of the City, to be owned and operated by the Borrower; and

WHEREAS, the Project constitutes a project under the Act, and the City wishes to declare its intention to authorize an issue of its Bonds, for the purpose of paying the cost of financing the Project, upon such terms and conditions as are contained herein; and

WHEREAS, the City has considered the Borrower’s Project proposal and, upon the expectation that the Project will provide more adequate residential rental housing for low- and middle-income persons and families within the City, the City wishes to declare its present intention to authorize

the Bonds for the aforesaid purposes, all upon such terms and conditions as may be agreed upon by the City, Kutak Rock LLP (“Bond Counsel”) and the Borrower;

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

**Section 1.** In order to benefit the residents of the City, the City hereby declares its intent to authorize the issuance, in one or more series, of the Bonds in an aggregate principal amount not to exceed \$9,992,025, which amount is estimated to be sufficient: (a) to finance a portion of the Project; and (b) to pay certain costs incurred in connection with the issuance of the Bonds.

**Section 2.** The Bonds shall be special, limited obligations of the City payable solely from the payments to be made by the Borrower to the City under a Financing Agreement to be entered into by and between the City and the Borrower.

**Section 3.** The City Council of the City (the “City Council”) hereby finds, determines, recites and declares that the Bonds shall not constitute any multiple-fiscal year direct or indirect debt or other financial obligation whatsoever of the City, the State or any political subdivision of the State within the meaning of any provision or limitation of the State Constitution or statutes, and the Bonds shall not constitute or give rise to a pecuniary liability of the City or a charge against the City’s general credit or taxing powers, or ever be deemed to be an obligation or agreement of any commissioner, officer, director, agent or employee of the City in such person’s individual capacity, and none of such persons shall be subject to any personal liability by reason of the issuance of the Bonds.

**Section 4.** The City Council hereby finds, determines, recites and declares that the issuance of the Bonds to finance the Project will promote the public purposes set forth in the Act, including, without limitation, assisting persons or families of low- and middle-income in obtaining decent, safe and sanitary housing.

**Section 5.** The City Council hereby finds, determines, recites and declares the City’s intent that this Resolution constitute an official indication of the present intention of the City to issue the Bonds as herein provided, subject to: (a) the Borrower either obtaining a binding final commitment of credit enhancement for the Bonds from a credit enhancement provider which is acceptable to the City and its Bond Counsel or obtaining a commitment for the purchase of the Bonds on a private placement basis by qualified institutional buyers or accredited investors which are acceptable to the City and its Bond Counsel, (b) the delivery of an approving opinion of Bond Counsel to the City, (c) the delivery of a market study, appraisal, survey, title insurance, environmental audit and plans and specifications which are all acceptable to the City, (d) the Borrower obtaining sufficient debt and equity financing acceptable to the City, and (e) the adoption of a final bond resolution by the City Council.

**Section 6.** The City hereby awards the Project up to \$9,992,025, not to exceed 45% of the eligible aggregate basis, of its private activity bond volume cap allocation.

**Section 7.** All actions not inconsistent with the provisions of this Resolution heretofore taken by the City Council or any officer or employee of the City in furtherance of the issuance of the Bonds are hereby ratified, approved and confirmed.

**Section 8.** All prior acts, orders, resolutions, ordinances or parts thereof of the City in conflict with this Resolution are hereby repealed, except that this repealer shall not be construed to revive an act, order, resolution, ordinance, or part thereof, heretofore repealed.

**Section 9.** If any section, paragraph, clause or provision of this Resolution shall be adjudged to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining sections, paragraphs, clauses or provisions of this Resolution.

**Section 10.** All bylaws, orders, resolutions, ordinances, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency, and if so repealed, no other bylaw, order, resolution, ordinance, or part thereof, shall be revived. This repealer shall not be construed as reviving any bylaw, order, resolution or ordinance, or part thereof.

**Section 11.** This Resolution and all of the obligations of the City described herein shall terminate on December 31, 2026 (the “Expiration Date”); provided, however, the City Manager may extend the Expiration Date to a later date in their sole discretion.

**PASSED AND ADOPTED, SIGNED AND APPROVED ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2026.**

**ATTEST**

**THE CITY OF GREELEY, COLORADO**

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

\_\_\_\_\_  
**Mayor**



# Council Agenda Summary

June 16, 2026

Key Staff Contact: Deb Callies, Housing Director

## Title:

Resolution declaring the intent of the City of Greeley, Colorado to issue tax-exempt multifamily housing revenue bonds for the Island Grove Village Apartments Project

## Summary:

In August 2025, the City Council unanimously adopted the Housing for All Strategic Plan for the City of Greeley. This plan outlines the City's commitment to fostering mixed-income development as Greeley continues to grow. The strategy includes creating housing options across the spectrum—affordable, attainable (middle-income), market-rate, upper market-rate, and executive housing. Affordable housing remains the most challenging component to deliver in any community due to the significant funding gap between construction costs and rental income.

On January 6th, 2026 City Council created the Private Activity Bond program. Private Activity Bonds (PABs) play a critical role in financing 4% Low-Income Housing Tax Credit projects through the Colorado Housing Finance Authority (CHFA). Each year, the City receives an allocation of PABs, which can either be directed to local projects or relinquished to the State for statewide distribution. The balance of the retention of the PABs from 2024-2026 is \$24,635,537. On June 2, 2026 City Council approved PAB allocation recommendations from the Housing for All Advisory Board including \$8,593,457 in PABs for Island Grove Apartments, a multifamily preservation development located at 119-133 14th Ave in Greeley, CO. This development will preserve 108 affordable rental units for 30% AMI households.

## Fiscal Impact:

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

No Impact, PAB funds are not included in City budget.

## Legal Issues:

None

## Other issues and Considerations:

## 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. 89, 2026

**CITY OF GREELEY, COLORADO  
RESOLUTION NO. 89, 2026**

**A RESOLUTION DECLARING THE INTENT OF THE CITY OF  
GREELEY, COLORADO TO ISSUE TAX-EXEMPT MULTIFAMILY  
HOUSING REVENUE BONDS FOR THE ISLAND GROVE VILLAGE  
APARTMENTS PROJECT**

WHEREAS, the City of Greeley (the “City”) is a home rule city and Colorado municipal corporation; and

WHEREAS, the City is authorized by the County and Municipality Development Revenue Bond Act, constituting Article 3, Title 29, Colorado Revised Statutes, as amended (the “Act”) and the Colorado Supplemental Public Securities Act, constituting Article 57, Title 11, Section 201 et seq., Colorado Revised Statutes, as amended (the “Supplemental Public Securities Act”), to finance and refinance one or more projects (which includes any land, building or other improvement and real and personal properties) to the end that residential facilities for low- and middle-income persons or families may be provided which promote the public health, welfare, safety, convenience and prosperity; and

WHEREAS, the City is further authorized by the Act and the Supplemental Public Securities Act to issue revenue bonds for the purpose of defraying the cost of financing any project, including the payment of principal and interest on such revenue bonds for not exceeding three years, the funding of any reserve funds which the City may deem advisable to establish in connection with the retirement of such revenue bonds or the maintenance of the project and all incidental expenses incurred in issuing such revenue bonds, and to secure payment of such revenue bonds as provided in the Act; and

WHEREAS, representatives of Lincoln Avenue Communities, including any subsidiaries, affiliates, successors or assigns (but only if such subsidiaries, affiliates, successors or assigns are acceptable to the City) (the “Borrower”), have met with officials of the City and have advised the City of the Borrower’s interest in the financing of the acquisition, renovation, construction, improvement and equipping of an affordable multifamily housing facility, consisting of approximately 108 units, containing complete residential facilities, and have proposed that the City issue its multifamily housing revenue bonds, in one or more series (the “Bonds”), to finance Island Grove Village Apartments (the “Project”), a residential facility for low- and middle-income persons or families, which Project is located at 119-133 14<sup>th</sup> Avenue in Greeley, CO, within the boundaries of the City, to be owned and operated by the Borrower; and

WHEREAS, the Project constitutes a project under the Act, and the City wishes to declare its intention to authorize an issue of its Bonds, for the purpose of paying the cost of financing the Project, upon such terms and conditions as are contained herein; and

WHEREAS, the City has considered the Borrower’s Project proposal and, upon the expectation that the Project will provide more adequate residential rental housing for low- and middle-income persons and families within the City, the City wishes to declare its present intention to authorize

the Bonds for the aforesaid purposes, all upon such terms and conditions as may be agreed upon by the City, Kutak Rock LLP (“Bond Counsel”) and the Borrower;

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

**Section 1.** In order to benefit the residents of the City, the City hereby declares its intent to authorize the issuance, in one or more series, of the Bonds in an aggregate principal amount not to exceed \$8,593,457, which amount is estimated to be sufficient: (a) to finance a portion of the Project; and (b) to pay certain costs incurred in connection with the issuance of the Bonds.

**Section 2.** The Bonds shall be special, limited obligations of the City payable solely from the payments to be made by the Borrower to the City under a Financing Agreement to be entered into by and between the City and the Borrower.

**Section 3.** The City Council of the City (the “City Council”) hereby finds, determines, recites and declares that the Bonds shall not constitute any multiple-fiscal year direct or indirect debt or other financial obligation whatsoever of the City, the State or any political subdivision of the State within the meaning of any provision or limitation of the State Constitution or statutes, and the Bonds shall not constitute or give rise to a pecuniary liability of the City or a charge against the City’s general credit or taxing powers, or ever be deemed to be an obligation or agreement of any commissioner, officer, director, agent or employee of the City in such person’s individual capacity, and none of such persons shall be subject to any personal liability by reason of the issuance of the Bonds.

**Section 4.** The City Council hereby finds, determines, recites and declares that the issuance of the Bonds to finance the Project will promote the public purposes set forth in the Act, including, without limitation, assisting persons or families of low- and middle-income in obtaining decent, safe and sanitary housing.

**Section 5.** The City Council hereby finds, determines, recites and declares the City’s intent that this Resolution constitute an official indication of the present intention of the City to issue the Bonds as herein provided, subject to: (a) the Borrower either obtaining a binding final commitment of credit enhancement for the Bonds from a credit enhancement provider which is acceptable to the City and its Bond Counsel or obtaining a commitment for the purchase of the Bonds on a private placement basis by qualified institutional buyers or accredited investors which are acceptable to the City and its Bond Counsel, (b) the delivery of an approving opinion of Bond Counsel to the City, (c) the delivery of a market study, appraisal, survey, title insurance, environmental audit and plans and specifications which are all acceptable to the City, (d) the Borrower obtaining sufficient debt and equity financing acceptable to the City, and (e) the adoption of a final bond resolution by the City Council.

**Section 6.** The City hereby awards the Project up to \$8,593,457, not to exceed 45% of the eligible aggregate basis, of its private activity bond volume cap allocation.

**Section 7.** All actions not inconsistent with the provisions of this Resolution heretofore taken by the City Council or any officer or employee of the City in furtherance of the issuance of the Bonds are hereby ratified, approved and confirmed.

**Section 8.** All prior acts, orders, resolutions, ordinances or parts thereof of the City in conflict with this Resolution are hereby repealed, except that this repealer shall not be construed to revive an act, order, resolution, ordinance, or part thereof, heretofore repealed.

**Section 9.** If any section, paragraph, clause or provision of this Resolution shall be adjudged to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining sections, paragraphs, clauses or provisions of this Resolution.

**Section 10.** All bylaws, orders, resolutions, ordinances, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency, and if so repealed, no other bylaw, order, resolution, ordinance, or part thereof, shall be revived. This repealer shall not be construed as reviving any bylaw, order, resolution or ordinance, or part thereof.

**Section 11.** This Resolution and all of the obligations of the City described herein shall terminate on December 31, 2026 (the “Expiration Date”); provided, however, the City Manager may extend the Expiration Date to a later date in their sole discretion.

**PASSED AND ADOPTED, SIGNED AND APPROVED ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2026.**

**ATTEST**

**THE CITY OF GREELEY, COLORADO**

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

\_\_\_\_\_  
**Mayor**



# Council Agenda Summary

June 16, 2026

Key Staff Contact: Deb Callies, Housing Director

## Title:

Resolution declaring the intent of the City of Greeley, Colorado to issue revenue bonds in connection with financing residential facilities for low- and middle-income families or persons

## Summary:

In August 2025, the City Council unanimously adopted the Housing for All Strategic Plan for the City of Greeley. This plan outlines the City's commitment to fostering mixed-income development as Greeley continues to grow. The strategy includes creating housing options across the spectrum—affordable, attainable (middle-income), market-rate, upper market-rate, and executive housing. Affordable housing remains the most challenging component to deliver in any community due to the significant funding gap between construction costs and rental income.

The City of Greeley has been awarded \$7,953,264 of 2026 private activity bond volume cap allocation for the State of Colorado and its issuing authorities computed under Section 146(d) of the Internal Revenue Code of 1986, as amended, and under the Colorado Private Activity Bond Ceiling Allocation Act, Part 17 of Article 32 of Title 24, Colorado Revised Statutes, as amended, for use in the issuance of private activity bonds.

The County and Municipality Development Revenue Bond Act, constituting Article 3 of Title 29, Colorado Revised Statutes, as amended, and the Supplemental Public Securities Act, constituting Title 11, Article 57, Part 2, Colorado Revised Statutes, as amended, authorizes the City to finance or refinance one or more projects to the end that residential facilities for low and middle-income families or persons, intended for use as the sole place of residence by the owners or intended occupants, may be provided in order to promote the public health, welfare, safety, convenience and prosperity.

In order to carryforward the City's 2026 Allocation, the City wishes to declare its intention to issue single family or multifamily revenue bonds, in one or more series, in connection with financing residential facilities for low and middle-income families or persons intended for use as the sole place of residence by the owners or intended occupants thereof, which facilities will be located within the boundaries of the City and other participating jurisdictions.

The City intends to issue multifamily revenue bonds, in one or more series, in an amount not to exceed \$7,953,264 (plus any additional amounts that the City may be awarded from the statewide balance pursuant to the Allocation Act); and such private activity bond volume cap allocation shall be utilized by the City pursuant to the Allocation Act.

## Fiscal Impact:

If approved, will this item result in a positive, negative, or no impact on the budget?  
No Impact: PAB funds are not included in the city budget

*Legal Issues:*

None

*Other issues and Considerations:*

*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. 90, 2026

**CITY OF GREELEY, COLORADO  
RESOLUTION NO. 90, 2026**

**A RESOLUTION DECLARING THE INTENT OF THE CITY OF GREELEY,  
COLORADO TO ISSUE REVENUE BONDS IN CONNECTION WITH  
FINANCING RESIDENTIAL FACILITIES FOR LOW- AND MIDDLE-INCOME  
FAMILIES OR PERSONS**

WHEREAS, the City of Greeley, a home rule city and Colorado municipal corporation (the “City”) has been awarded \$7,953,264 (the “Greeley Allocation”) of 2026 private activity bond volume cap allocation for the State of Colorado (the “State”) and its issuing authorities (the “State Ceiling”) computed under Section 146(d) of the Internal Revenue Code of 1986, as amended (the “Code”), and under the Colorado Private Activity Bond Ceiling Allocation Act, Part 17 of Article 32 of Title 24, Colorado Revised Statutes, as amended (the “Allocation Act”), for use in the issuance of private activity bonds; and

WHEREAS, the County and Municipality Development Revenue Bond Act, constituting Article 3 of Title 29, Colorado Revised Statutes, as amended (the “Act”), and the Supplemental Public Securities Act, constituting Title 11, Article 57, Part 2, Colorado Revised Statutes, as amended (the “Supplemental Act”), authorizes the City to finance or refinance one or more projects to the end that residential facilities for low- and middle-income families or persons, intended for use as the sole place of residence by the owners or intended occupants, may be provided in order to promote the public health, welfare, safety, convenience and prosperity; and

WHEREAS, in order to carryforward the City’s 2026 Allocation, the City wishes to declare its intention to issue single family or multifamily revenue bonds, in one or more series, in connection with financing residential facilities for low- and middle-income families or persons intended for use as the sole place of residence by the owners or intended occupants thereof, which facilities will be located within the boundaries of the City and other participating jurisdictions; and

WHEREAS, the City intends to issue multifamily revenue bonds, in one or more series, in an amount not to exceed \$7,953,264 (plus any additional amounts that the City may be awarded from the statewide balance pursuant to the Allocation Act); and

WHEREAS, such private activity bond volume cap allocation shall be utilized by the City pursuant to the Allocation Act;

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

Section 1. In order to benefit the residents of the City, the City hereby declares its intent to issue its revenue bonds to finance single family or multifamily projects in one or more series (the “Bonds”) in an aggregate principal amount not to exceed \$7,953,264 (plus any additional amounts that the City may be awarded from the statewide balance pursuant to the Allocation Act), which shall be used in connection with financing residential facilities for low- and middle-income families or persons intended for use as the sole place of residence of the owners or intended

occupants thereof, which residential facilities shall be located within the boundaries of the City and other participating jurisdictions.

Section 2. In connection with the management and preservation of the City's private activity bond volume cap allocations, the City is hereby authorized to execute any Internal Revenue Service ("IRS") form and to enter into assignment agreements and delegation agreements with other Colorado "issuing authorities" as defined in Section 24-32-1703(12), Colorado Revised Statutes, as amended. The Mayor, the Director of Finance or an authorized representative of the City is hereby authorized and directed to execute any such IRS form and to execute and deliver any assignment agreements or delegation agreements and any other documents that are necessary in order to manage and preserve the City's private activity bond volume cap allocations. It is the specific intent of the City Council (the "Council") that this Resolution shall also apply to any amounts that are awarded to the City from the statewide balance or other issuing authorities pursuant to the Allocation Act. The appropriate officers of the City are hereby authorized to apply for an award from the statewide balance pursuant to the Allocation Act.

Section 3. The Council hereby finds, determines, recites and declares that the Bonds shall not constitute any multiple-fiscal year or indirect debt or other financial obligation whatsoever of the City or the State or any political subdivision of the State within the meaning of any provision or limitation of the State Constitution or statutes, and the Bonds shall not constitute or give rise to a pecuniary liability of the City or a charge against the City's general credit or taxing powers, or ever be deemed to be an obligation or agreement of any council member, officer, director, agent or employee of the City in such person's individual capacity, and none of such persons shall be subject to any personal liability by reason of the issuance of the Bonds.

Section 4. The Council hereby finds, determines, recites and declares that the issuance of the Bonds in connection with financing such residential facilities will promote the public purposes set forth in the Act, including, without limitation, assisting persons or families of low- and middle-income in obtaining adequate, safe and sanitary housing.

Section 5. The Council hereby finds, determines, recites and declares the City's intent that this Resolution constitutes an official indication of the present intention of the City to issue the Bonds, as herein provided.

Section 6. All actions not inconsistent with the provisions of this Resolution heretofore taken by the Board or any officer or employee of the City in furtherance of the issuance of the Bonds are hereby ratified, approved and confirmed.

Section 7. All prior acts, orders or resolutions, or parts thereof, of the City in conflict with this Resolution are hereby repealed, except that this repealer shall not be construed to revive an act, order or resolution, or part thereof, heretofore repealed.

Section 8. If any section, paragraph, clause or provision of this Resolution shall be adjudged to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining sections, paragraphs, clauses or provisions of this Resolution.

Section 9. All bylaws, orders or resolutions, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency, and, if so repealed, no other bylaw, order or resolution, or part thereof, shall be revived.

Section 10. The Council hereby appoints Kutak Rock LLP as bond counsel in connection with the issuance of the Bonds.

Section 11. This Resolution shall take effect immediately upon its passage.

**PASSED AND ADOPTED, SIGNED AND APPROVED ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2026.**

**ATTEST**

**THE CITY OF GREELEY, COLORADO**

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

\_\_\_\_\_  
**Mayor**



# Council Agenda Summary

June 16, 2026

Key Staff Contact: Kimberly Southern, Assistant City Manager

## Title:

Introduction of an ordinance ratifying and adopting the Collective Bargaining Agreement between the Greeley Fire Fighters Union, International Association of Fire Fighters Local 888 and the City of Greeley, which agreement by its terms is for a period commencing January 1, 2027 through December 31, 2028

## Summary:

The City of Greeley and the Greeley Fire fighters Union International Association of Firefighters Local 888 have negotiated a tentative agreement for a two-year contract for the period of January 1, 2027 to December 31, 2028. The terms and duration of the contract were developed collaboratively and took into account fiscal sustainability, market competitiveness, and equity of the City's entire employee workforce.

The highlights of the tentative agreement are summarized below:

- The Fire Department's current single-role EMT positions (Squad 101) were included within the bargaining unit.
- Article XII regarding Leaves has been amended to 1) increase Sick Leave accrual to 6.5 hours per pay period for shift personnel and 5.33 hours per pay period for day personnel, 2) Vacation Leave accrual begins upon hire, 3) Vacation, Sick, and Military Leave are considered time worked for overtime calculation purposes, and 4) Injury Leave was amended to better align with current City policy and Fire Fighter needs.
- Article XIII regarding wages has been amended to provide Fire Fighters wage increases of 4% in the first year and 4% in the second year and to move Battalion Chiefs to a competitive wage and non-exempt (hourly) status.
- Article XV regarding the Post Employment Health Plan was amended to provide a contribution by the City based upon a Fire Fighter's service to the City.
- Article XVIII regarding Health and Welfare was amended to provide 1) comprehensive medical exams and peer support, 2) revised Modified Duty provisions to align with current City policy and Fire Department needs, and 3) set line-of-duty death benefits at \$50,000.

The tentative agreement is presented to the City Council for its consideration and approval.

## Fiscal Impact:

Does this item create a fiscal impact on the City of Greeley Yes

If yes, what is the initial, or onetime impact? N/A

What is the annual impact? Annual increase in Cost:2027 - \$1.4M2028 - \$2.4MTotal Cost - \$3.8M

What fund of the City will provide Funding? General Fund

What is the source of revenue within the Fund? Sales Tax

Is there grant funding for this item? No

If yes, does this grant require a match? N/A

Is this grant onetime or ongoing? N/A

**Legal Issues:**

Per Article XIII of the Greeley Municipal Code, the firefighters shall have the right to collective bargaining. Additionally, the municipal code obligates both the City and the Firefighters to meet and negotiate in good faith. This obligation further includes the duty to cause any agreements to be reduced to a written contract and signed by both parties.

**Other issues and Considerations:**

None

**Strategic Focus Area:**

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

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

**Decision Options:**

1. Introduce the ordinance as presented; or
2. Amend the ordinance and introduce as amended; or
3. Deny the ordinance; or
4. Continue consideration of the ordinance to a date certain.

**Council's Recommended Action:**

A motion to introduce the ordinance and schedule the public hearing and second reading for July 7, 2026

**Attachments:**

1. Ordinance No. 38, 2026 with Appendix A

**THE CITY OF GREELEY, COLORADO  
ORDINANCE NO. 38, 2026**

**AN ORDINANCE RATIFYING AND ADOPTING THE COLLECTIVE BARGAINING  
AGREEMENT BETWEEN THE GREELEY FIREFIGHTERS UNION IAFF LOCAL  
888 AND THE CITY OF GREELEY, COLORADO, WHICH AGREEMENT BY ITS  
TERMS IS FOR A PERIOD COMMENCING JANUARY 1, 2027 THROUGH  
DECEMBER 31, 2028**

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

Section 1. The City Council ratifies and adopts the Collective Bargaining Agreement between the City of Greeley and the Greeley Fire Fighters Union IAFF Local 888 which agreement by its terms is for the period commencing January 1, 2027 through and including December 31, 2028. A copy of the contract is attached hereto and incorporated herein as Appendix A.

Section 2. The ordinance shall become effective five (5) days after its final publication.

**PASSED AND ADOPTED, SIGNED AND APPROVED THIS \_\_\_\_\_ DAY OF  
\_\_\_\_\_, 2026.**

**ATTEST:**

**THE CITY OF GREELEY, COLORADO**

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

**By: \_\_\_\_\_  
Mayor**

## **Appendix A**

**COLLECTIVE BARGAINING AGREEMENT BETWEEN**  
**GREELEY FIRE FIGHTERS UNION INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS**  
**LOCAL 888 AND**  
**CITY OF GREELEY**  
**JANUARY 1, 2027 - DECEMBER 31, 2028**

**TABLE OF CONTENTS**

ARTICLE I - PREAMBLE..... 4

ARTICLE II - RECOGNITION ..... 4

ARTICLE III - NONDISCRIMINATION ..... 4

ARTICLE IV – RIGHTS OF MANAGEMENT ..... 4

ARTICLE V – LABOR MANAGEMENT COMMITTEE ..... 6

ARTICLE VI – UNION ACTIVITY AND COLLECTION OF DUES OR FEES..... 7

ARTICLE VII – NO STRIKE CLAUSE..... 8

ARTICLE VIII – LAYOFF AND RECALL PROCEDURES ..... 8

ARTICLE IX – GRIEVANCE PROCEDURE FOR AGREEMENT VIOLATIONS ..... 10

ARTICLE X - PROMOTION ..... 13

ARTICLE XI – WORK HOURS ..... 16

ARTICLE XII - LEAVES ..... 17

ARTICLE XIII - WAGES ..... 25

ARTICLE XIV – ACTING PAY ..... 27

ARTICLE XV – POST EMPLOYMENT HEALTH PLAN ..... 28

ARTICLE XVI – EMERGENCY CALL BACK ..... 28

ARTICLE XVII – HOLIDAY/VACATION SELL BACK ..... 29

ARTICLE XVIII – HEALTH AND WELFARE..... 29

ARTICLE XIX – PENSION..... 34

ARTICLE XX – DEATH AND DISABILITY..... 34

ARTICLE XXI - STAFFING ..... 34

ARTICLE XXII – SAVINGS CLAUSE..... 35

ARTICLE XXIII - DURATION ..... 36

Appendix A – Wage Table 2027 ..... 38

Appendix B – Wage Table 2028 ..... 39

## **ARTICLE I**

### **PREAMBLE**

The purpose of this Agreement is to promote and ensure harmonious relations, cooperation, and understanding between the City of Greeley and members of the Greeley Fire Department who are represented by Local 888 of the International Association of Firefighters; and to provide a workable process for equitable and peaceful adjustments of differences which may arise concerning compensation, hours, working conditions, grievance procedures, collection of dues or fees, and other terms and conditions of employment.

## **ARTICLE II**

### **RECOGNITION**

The City of Greeley, hereinafter referred to as "City", recognizes Local 888, International Association of Fire Fighters, hereinafter referred to as "Union", as the exclusive bargaining agent for purposes of this Agreement. All sworn Fire Fighters of the Greeley Fire Department, except the ranks of Fire Chief, Deputy Chief, and Assistant Chief, shall be covered by this Agreement.

Whenever the term "shift personnel" is used, the reference applies to Fire Fighters assigned to work twenty four-hour shifts. Whenever the term "day personnel" is used, the reference applies to Fire Fighters assigned to work forty-hour work weeks.

## **ARTICLE III**

### **NONDISCRIMINATION**

There shall be no coercion, intimidation, or discrimination on the part of either the City, the Union, or their respective agents against any employee covered by this Agreement which would violate applicable laws because of age, race, creed, color, sex, ancestry, religion, national origin, or disability.

## **ARTICLE IV**

### **RIGHTS OF MANAGEMENT**

SECTION 1. Except as otherwise specifically provided in this Agreement, the City has the sole and exclusive right to exercise all the rights or functions of management, and that exercise of any such rights or functions shall not be subject to any grievance procedure, except as to resolution of whether or not a specific matter is a management right. The exercise of the rights of management will be consistent with the overall goals and objectives of City of Greeley and of the Fire Department administration. The below enumerated rights of management are not all-inclusive but indicate the type of matters or rights which belong or are inherent to management. Any of the rights, powers and authority the City had prior to entering into this Agreement are retained by the City, and nothing in this Agreement shall be construed as delegating to others

the authority vested by law in the corporate authority of the City and its duly elected or appointed officers or in any way abridging or reducing such authority or infringing upon the responsibility thereof to the people of this City, except as expressly provided for in this Agreement. Without limiting the generality of the foregoing, as used herein, the term "Rights of Management" includes:

- a) the determination of Fire Department mission and policy including the right to manage the affairs of the Fire Department in all respects;
- b) the right to assign working hours including overtime;
- c) the right to establish, modify, or change work schedules, staffing of equipment, amount of equipment in the main or reserve fleet, and number of personnel to carry out its mission, etc.;
- d) the right to assign Fire Fighters to other duties within the Fire Department when their equipment is out of service;
- e) the right to direct the members of the Fire Department, including the right to hire, promote, transfer, discipline, and discharge any Fire Fighter for just cause;
- f) the organizational structure of the Fire Department including the right to organize and reorganize the Fire Department in any manner it chooses, including the size of the Fire Department and the determination of the job classifications and ranks based upon duties assigned;
- g) the determination of the safety, health, and property protection measures for the Fire Department;
- h) the allocation and assignment of work to Fire Fighters within the Fire Department;
- i) the determination of policy affecting the selection or training of new employees;
- j) the determination of policy affecting the on-going training and certification of Fire Fighters;
- k) the scheduling of operations;
- l) the establishment, amendment and enforcement of Fire Department rules, regulations, and orders;

- m) the transfer of work from one position to another within the sworn Fire Fighter positions of the Greeley Fire Department;
- n) the introduction of new, improved or different methods and techniques of operation of the Fire Department or a change in existing methods and techniques;
- o) the placing of service, maintenance or other work with outside contractors or other agencies of the City;
- p) the determination of the number of ranks and number of Fire Fighters within each rank;
- q) the determination of the amount of supervision necessary;
- r) the transfer of Fire Fighters from one division, shift or station to another.

SECTION 2. The provisions of this Agreement do not prohibit the City from directing any person not covered by this Agreement from performing any task.

SECTION 3. The City of Greeley has the authority to determine the purpose and mission of the Greeley Fire Department and the amount of budget adopted thereto.

## **ARTICLE V LABOR MANAGEMENT COMMITTEE**

SECTION 1. The City and the Union agree to establish a Labor Management Committee. The committee will consist of at least one and no more than four (4) representatives of the Union, as elected by Union members, with the same number of management representatives, as designated by the Fire Chief. The purpose of these meetings will be to discuss matters and objectives of mutual concern not involving grievances or specific employee disciplinary matters.

SECTION 2. Meetings will be scheduled every other month at times mutually agreed upon. By mutual consent meetings can be scheduled more frequently. If meetings are scheduled when a representative(s) is on duty, arrangements will be made to allow all such representative(s) to attend such meetings on duty time. Attendance at meetings scheduled when a representative(s) is not on duty is voluntary.

**ARTICLE VI**  
**UNION ACTIVITY AND COLLECTION OF DUES OR FEES**

SECTION 1. The parties agree that membership in the Union will be on a voluntary basis on the part of each Fire Fighter. No Fire Fighter shall be required to become or remain a member of the Union as a condition of employment.

SECTION 2. Neither the City nor the Union, its officers, agents, representatives, or members will intimidate, interfere with, or coerce either Union or Non-Union Fire Fighters. Union activity or Union business of any kind can only be carried on during working hours with the written permission in advance from the Fire Chief. Failure of the City to enforce any of the provisions of this section, for any reason, on any one or more instances shall not be considered a waiver of any of its provisions.

SECTION 3. The City will accept a signed dues or fees deduction authorization, by any member of the bargaining unit covered by this Agreement as equivalent to a continuing voucher by such member of the bargaining unit in the amount of established monthly dues or fees required by the Union (certified by the Treasurer of the Local Union as the proper amount). Such authorization shall remain in effect unless revoked by the Fire Fighter in writing by sending written notification to the City with a copy of such notification sent to the Union.

SECTION 4. The deduction of Union dues or fees shall be made on each paycheck following the pay period in which the authorization was received. The deductions provided herein shall be remitted to the Treasurer of the Union no later than five working days following the payment date in which deductions were made and shall include all deductions made in that period. The City shall furnish, upon request of the Union Treasurer, a deduction listing.

SECTION 5. The City agrees to grant time off to one of the two principle officers, Union President or Union Secretary, to attend the monthly meetings of the Local. The Union agrees to give a minimum of seven (7) calendar days advance notice to the Fire Chief or the Chief's designee. This provision will only be allowed if the Department is not at the minimum staffing level at the time of the absence of the individual.

SECTION 6. The Union shall indemnify the City and hold it harmless against all claims, demands, suits, or any other forms of liability that shall arise out of or by reason of, any action taken by the City for the purpose of complying with the provisions of this Agreement unless such loss or damage is intentionally caused or contributed to by the action of the City.

SECTION 7. The Union expressly herein agrees that it will not institute or participate in, except as a co-defendant or a co-plaintiff with the City, any claim, lawsuit, or other legal proceeding, challenging the language of this Agreement as being violated or void under law.

The Union further expressly herein agrees that in the event that any claim, lawsuit or legal proceeding is filed or commenced by any member or members of the Bargaining Unit, acting on their own personal behalf and not on behalf of the Union, challenging the language of this Article as being violative or void under law, the Union shall join with the City in defending, as a party defendant, the provisions and language of this Article. The City and the Union will pay their own defense costs in such a litigation.

**ARTICLE VII**  
**NO STRIKE CLAUSE**

SECTION 1. During the life of this Agreement or any written extension hereof, the Union, on behalf of its officers, agents and members agree that so long as this Agreement or any written extension hereof is in effect, neither the bargaining representative nor the Fire Fighters nor any person acting in concert with them will cause, sanction, promote, or take part in any strike (economic, sympathy, unfair labor practice, or otherwise), walkout, sitdown, slowdown, stoppage of work, abnormal absenteeism, or withholding of services.

SECTION 2. Any employee who violates this provision shall be subject to disciplinary action, including discharge, and such action shall not be raised as a grievance or be subject to the arbitration provision of this Agreement.

SECTION 3. In the event of a strike in violation of this Agreement, the City shall have the right to permanently replace any employee on strike. In the event an employee is continued in employment after the termination of a strike in violation of this Agreement, such employee shall neither be entitled to any fringe benefit contained in this Agreement nor any accrual thereof during the period of such strike, nor shall the Fire Fighter, for the duration of the strike, accumulate seniority or length of service for any purpose under this Agreement.

SECTION 4. Claims or suits for damages filed by either party resulting from a violation of this Article shall not be subject to the mandatory arbitration provisions set forth in this agreement.

SECTION 5. In the event of violation of this Article by an official action of the Union, the City has the exclusive option to rescind this entire Agreement or any part thereof.

**ARTICLE VIII**  
**LAYOFF AND RECALL PROCEDURES**

SECTION 1. For purposes of this Agreement, "continuous service" shall mean the period of continuous employment in the Fire Department from the most recent date of hire without a break or interruption; provided that any suspension for disciplinary purposes or absences on authorized leave without pay shall not constitute a break or interruption of service so long as it

does not exceed 30 calendar days. A list of Fire Fighters arranged in order of continuous service shall be made available for examination at the end of each calendar year. Where two or more Fire Fighters were appointed on the same date, their continuous service standing shall be determined in the order of their rank on the eligibility list from which they were hired.

SECTION 2. The City in its sole discretion shall determine whether layoffs are necessary.

Although not limited to the following, layoffs shall ordinarily be for lack of work and/or lack of funds. If it is determined that layoffs are necessary, Fire Fighters will be laid off in accordance with their continuous service. Fire Fighter(s) with the least continuous service will be laid off first.

SECTION 3. No later than thirty (30) calendar days prior to the effective date of such a layoff, the City shall provide the Union a statement of the reasons necessitating the layoff. The individuals selected for layoff will be notified fourteen (14) calendar days before the actual layoff. The notice periods referenced by this section may run concurrently.

SECTION 4. In the event that positions with a higher classification than Firefighter are reduced in force, employees in such reduced classifications with the least continuous service in that classification shall be allowed to displace (bump) Fire Fighters in a lower classification. The salary for the Fire Fighter who has exercised bumping rights shall be reduced to the respective salary schedule. Fire Fighters shall be eligible to exercise bumping rights in reverse order of their length of service in the classification. The Fire Fighter exercising bumping rights shall maintain and continue to accrue seniority as though the reduction in force had not occurred.

SECTION 5. Fire Fighters who are laid off shall be placed on a recall list for a period of three (3) years. If there is a recall, Fire Fighters who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are presently qualified to perform the work in the job classification to which they are recalled.

Fire Fighters recalled under this section shall not be required to take a written examination or participate in an oral interview but will be required to maintain certifications and may be required to successfully complete the medical screening and background portions of the screening process.

SECTION 6. Notice of recall for a Fire Fighter who is eligible for recall shall be sent to the Fire Fighter and the local president by registered mail. Fire Fighters must notify the Fire Chief of their intention to return to work within seven (7) calendar days after the notice of recall is mailed by the City. If the Fire Fighter fails to be available to return to work within fourteen (14) calendar days after notifying the Fire Chief of intent to return to work, the Fire Fighter shall be deemed to have resigned.

The City shall be deemed to have fulfilled its obligations by mailing the recall notice by registered mail, return receipt requested, to the mailing address provided by the Fire Fighter. It is the responsibility of the Fire Fighter to provide the Fire Chief with a current mailing address.

No new employees shall be hired into a classification until all employees who are on a lay-off status from that classification have been offered recall.

**ARTICLE IX**  
**GRIEVANCE PROCEDURE FOR AGREEMENT VIOLATIONS**

SECTION 1. A grievance under this Agreement shall be confined to an alleged violation of any express provision of this Agreement except that a grievance of the provisions relating to promotions shall follow the grievance process under Article X. Any Fire Fighter or group of Fire Fighters may discuss any matter informally with their supervisor without invoking the formal grievance procedure provided for in this Article and are encouraged to resolve matters at the lowest level of supervision. No resolution reached via informal discussion may conflict with a term of the contract. Informal resolutions are not binding on the City or the Union.

SECTION 2. Except as otherwise stipulated, a grievant may, upon request, be represented at any level of the grievance procedure by a representative of the grievant, or by legal counsel. The time limit set forth for the processing of grievances shall be strictly adhered to. In the event that a grievance is not appealed to the next step of the grievance procedure within the time limits provided at any step, such grievance shall be declared closed and settled on the basis of the most recent City decision.

In the event of failure to answer a grievance within the time limit provided, it shall be considered a denial and the grievant may appeal the grievance to the next step of the procedure in accordance with the time limitation specified. Extensions of time may be requested by either party, and must be mutually agreed upon by both parties. To be effective, any extension of time must be set forth in writing.

SECTION 3. A grievance must be initiated only by a grievant, it must be signed by all aggrieved Fire Fighters who are to be included in any resolution thereof. The grievant must reduce the entire grievance and all the reasons thereof to writing along with the provisions of this Agreement which are alleged to have been violated. The written grievance must be dated and signed by the grievant and submitted to the Deputy Chief, or the Deputy Chief's designee with a copy to the Fire Chief or the Chief's designee, the City's Attorney, and the City of Greeley Human Resources Director, and the local president within seven (7) calendar days of the date the grievant knew or should have known the facts which gave rise to the grievance.

SECTION 4. The Deputy Chief or the Deputy Chief's designee shall meet with the grievant in an effort or resolve the grievance within seven (7) calendar days after being presented with

the written grievance. The Deputy Chief or the Deputy Chief's designee must respond in writing to the grievant within seven (7) calendar days following the meeting with the grievant.

SECTION 5. If the grievance has not been satisfactorily resolved with the Deputy Chief, the grievant may appeal the decision to the Fire Chief or the Chief's designee in writing within seven (7) calendar days of receipt of the response of the Deputy Chief or the Deputy Chief's designee. Within seven (7) calendar days of receipt of the appeal of the grievance, the Fire Chief or Chief's designee shall discuss the grievance with the grievant. The Fire Chief or Chief's designee must give the grievant an answer in writing within seven (7) calendar days of the holding of such meeting.

SECTION 6. If the grievance is not mutually resolved with the Fire Chief or the Chief's designee, the grievant may appeal the grievance in writing to the City Manager or the City Manager's designee in writing within seven (7) calendar days of receipt of the response from the Fire Chief or the Chief's designee. Within seven (7) calendar days of receipt of the appeal of the grievance, the City Manager or the City Manager's designee shall discuss the grievance with the grievant. The City Manager or the City Manager's designee must give the grievant an answer in writing within seven (7) calendar days of the holding of such meeting.

SECTION 7. If the grievance is not mutually resolved with the City Manager, the Union president must give written notice of intent to seek final and binding arbitration to the City Manager within fourteen (14) calendar days. Within seven (7) calendar days of the written notice of intent to arbitrate, the parties shall attempt to select a neutral arbitrator to hear and determine the dispute. In the event the parties are unable to agree upon a neutral arbitrator, either party or its representative may refer the matter to the American Arbitration Association or the Federal Mediation and Conciliation Service to request a panel of seven (7) arbitrators and the parties shall choose the arbitrator in accordance with the rules of the respective association. The findings of the arbitrator shall be final and binding on all parties concerned.

SECTION 8. The Arbitrator will have the authority to hold hearings and make procedural rules.

SECTION 9. The findings of the Arbitrator shall be consistent with law and the terms of this Agreement. The Arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement, nor shall the Arbitrator have jurisdiction to determine that the parties by practice or implication have amended or supplemented this Agreement. The Arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation, or misapplication of the specific provisions of this Agreement. The Arbitrator shall be in power to determine only the issue raised by the grievance as submitted in writing by the grievant. The Arbitrator shall have no authority to make a recommendation on any issue not so submitted or raised. The Arbitrator shall be without power to make recommendations contrary to or inconsistent with, in any way, applicable laws or rules and regulations of the administrative bodies that have the force and effect of law. The Arbitrator

shall not in any way limit or interfere with the powers, duties, and responsibilities of the City under law or applicable court decisions.

SECTION 10. The cost of any arbitration as well as the Arbitrator's fee shall be borne equally by the parties to the Agreement. Any legal representation or costs incurred by each party in preparing or presenting their case in arbitration shall be borne by the party incurring the expense.

SECTION 11. Either party may request a Certified Court Reporter to take a stenographic report of the evidence taken at an arbitration hearing. If such stenographic record is taken, a copy of the transcript shall be provided to the Arbitrator. The party requesting a stenographic record shall pay the cost thereof, except that if the other parties shall request a copy of any transcript, the parties shall share equally the entire cost of making the stenographic report.

SECTION 12. The number of days indicated at each level of the grievance procedure shall be considered as a maximum unless mutually extended by the parties.

SECTION 13. Anything in this Agreement to the contrary notwithstanding, the following matters are not subject to the grievance procedures of this Agreement:

- a) Any grievance which is not filed in accordance with the provisions of this Article or does not meet the definition of a grievance as set forth in this Article; or
- b) Any matter reserved solely to the Rights of Management or to the discretion of the City or the Fire Chief by the terms of this Agreement, except as to the resolution of whether or not a matter is a specific Right of Management; or
- c) Any matter which would require a change from the wages, rates of pay, hours, grievance procedure, working conditions, and all other terms and conditions of employment as set forth in this Agreement; or
- d) Any matter which is not covered by this Agreement; or
- e) Any matter covered by the City of Greeley Employee Handbook, the official Standard Operating Procedures of the Greeley Fire Department, State and Federal Statutes and Constitutional Provisions except to the extent that any such matter is addressed in the Agreement and the grievance alleges that the City has violated an express provision of this Agreement.

**ARTICLE X**  
**PROMOTION**

**A. PROMOTION**

**SECTION 1. Promotional Committee.**

a) Purpose - It shall be the purpose of the Promotional Committee to establish, monitor and approve each testing procedure according to the guidelines of this Article.

b) Composition - The committee shall consist of an appointee of the Fire Chief, and an appointee of the Union. Appointees must be at least equal to the rank/grade for the position being tested for. The committee may use any other person agreed to by the committee members as necessary to carry out its purpose.

c) Functions of Committee - The committee is charged with preparing and finalizing specific tests and procedures for establishing a list of qualified candidates.

**SECTION 2. Testing and Administration.** Testing for promotions, shall be practical and adapted to determine the ability of applicants to perform the essential functions and duties of a particular position. At the discretion of the Fire Chief, testing for promotion may include a Chief interview panel. The composition of the panel will be determined by the Fire Chief. All applicants passing the written test (if administered) will be eligible for an interview and all interviews will be scored. As a part of the candidate's total aggregate promotion score, the interview score will constitute 45% for Officers (Lieutenant and Battalion Chief) and 10% for Engineers.

a) All approved components of the testing process shall be scored with the final score of applicants being an aggregate of all components.

b) All approved applicants shall be subjected to the same testing.

c) Any part or all of the testing or administration of any tests may be delegated or contracted by the Promotional Committee to appropriate parties other than the Promotional Committee.

**SECTION 3. Notice.** Notice of testing shall be posted at least ninety (90) days preceding the date of the first test for the position and shall include a description of the position, reference lists, testing components and procedures, feedback, and such other information as the Promotional Committee may deem pertinent. Notice of selection procedures will be included in the posting. All applications for testing shall be in writing on an approved form.

SECTION 4. Eligibility. Candidates for promotional examination must have the following qualifications:

a) For promotion to the rank of Fire Engineer, the candidate must have had a minimum of three (3) years' experience as a Firefighter at time of application deadline with the Greeley Fire Department.

b) For promotion to the rank of Fire Lieutenant, the candidate must have had a minimum of five (5) years' experience as a Firefighter and/or Engineer at time of application deadline with the Greeley Fire Department.

c) For promotion to the rank of Fire Battalion Chief, the candidate must have had a minimum of two (2) years' experience as a Fire Lieutenant at time of application deadline with the Greeley Fire Department.

SECTION 5. Test Results. The results of tests shall be placed in order of finish from highest to lowest of applicants and approved by the Promotional Committee for transmittal to the appointing authority. Candidates shall be ranked by the order of their aggregate test scores. Candidates with the same score shall be placed in the order of their seniority on the Greeley Fire Department.

SECTION 6. Selection. Applicant test results shall be posted (as described in Section 5 above) and promotional appointments covered under this agreement will be made in order of appearance on the posted promotional results.

SECTION 7. Feedback. Feedback will be provided to candidates following the promotional process in a format agreed upon by the Promotional Committee.

SECTION 8. Promotional Process for Ranks Not Listed in the Contract. For promotion to any rank not listed in this contract, input from the bargaining agent may be considered by the Fire Chief or the Fire Chief's designee.

**B. GRIEVANCE PROCEDURE FOR PROMOTION**

SECTION 1. A grievance under this Article shall be confined to an alleged violation of any express provision of this Article regarding promotional processes. Any Fire Fighter or group of Fire Fighters may discuss any matter with their supervisor without invoking the formal grievance procedure provided for in this Article and are encouraged to resolve matters at the lowest level of supervision.

SECTION 2. A grievant may, upon request, be represented at any level of the grievance procedure by a representative of the grievant, or by legal counsel. The time limit set forth for the processing of grievances shall be strictly adhered to. In the event that a grievance is not

appealed to the next step of the grievance procedure within the time limits provided at any step, such grievance shall be declared closed and settled on the basis of the most recent City decision.

In the event of failure to answer a grievance within the time limit provided, it shall be considered a denial and the grievant may appeal the grievance to the next step of the procedure in accordance with the time limitation specified. Extensions of time may be requested by either party, and must be mutually agreed upon by both parties. To be effective, any extension of time must be set forth in writing.

SECTION 3. A grievance must be initiated only by a grievant, it must be signed by all aggrieved Fire Fighters who are to be included in any resolution thereof. The grievant must reduce the entire grievance and all the reasons thereof to writing along with the promotional issue which the grievant wishes to grieve. The written grievance must be dated and signed by the grievant and submitted to the Deputy Chief, or the Deputy Chief's designee with a copy to the Fire Chief or the Chief's designee within seven (7) calendar days of the date the grievant knew or should have known the facts which gave rise to the grievance.

SECTION 4. The Deputy Chief or the Deputy Chief's designee shall meet with the grievant in an effort to resolve the grievance within seven (7) calendar days after being presented with the written grievance. The Deputy Chief or the Deputy Chief's designee must respond in writing to the grievant within seven (7) calendar days following the meeting with the grievant.

SECTION 5. If the grievance has not been satisfactorily resolved with the Deputy Chief, the grievant may appeal the decision to the Fire Chief or the Chief's designee in writing within seven (7) calendar days of receipt of the response of the Deputy Chief or the Deputy Chief's designee. Within seven (7) calendar days of receipt of the appeal of the grievance, the Fire Chief or Chief's designee shall discuss the grievance with the grievant. The Fire Chief or Chief's designee must give the grievant an answer in writing within seven (7) calendar days of the holding of such meeting.

SECTION 6. If the grievance is not mutually resolved with the Fire Chief or the Chief's designee, the grievant may appeal the grievance to the City Manager or the City Manager's designee in writing within seven (7) calendar days of receipt of the response from the Fire Chief or the Chief's designee. Within seven (7) calendar days of receipt of the appeal of the grievance, the City Manager or the City Manager's designee shall discuss the grievance with the grievant. The City Manager or the City Manager's designee must give the grievant an answer in writing within seven (7) calendar days of the holding of such meeting.

SECTION 7. If the grievance is not mutually resolved with the City Manager or the City Manager's designee, the grievant may file an appeal to the Civil Service Commission, with a copy to the Fire Chief and to the Human Resources Director, within seven (7) calendar days of receipt of the response from the City Manager or the City Manager's designee. The Commission shall, within fourteen (14) calendar days of receipt of the written appeal, schedule a hearing on the

matter and within seven (7) calendar days of the hearing shall render its decision in writing to the appellant, which decision shall be final.

SECTION 8. The number of days indicated at each level of the grievance procedure shall be considered as a maximum unless mutually extended by the parties.

## **ARTICLE XI**

### **WORK HOURS**

SECTION 1. Shift personnel assigned to twenty-four (24) hour shifts shall continue to work in the three- platoon, twenty-four-hour shift. For the term of this agreement shift personnel assigned to a 28-day work cycle shall work nine or ten 24-hour shifts or a total of 216 or 240 hours per cycle. A shift will be considered 24 hours. A rotation shall be two consecutive shifts equaling 48-hours on duty, followed by four consecutive shifts equaling 96 hours off-duty.

SECTION 2. Shift personnel assigned to twenty-four (24)hour shift schedules shall normally commence work at 7:00 a.m. and continue through to 7:00 a.m. the following day.

By mutual agreement between the Fire Chief and the Union, alternative shift start times may be implemented on a temporary trial basis. Any such trial period shall be of a defined duration and subject to evaluation by both parties.

At the conclusion of any trial period, the parties shall meet and confer to evaluate the results and determine whether to maintain, modify, or discontinue the alternative start time. Absent mutual agreement the default 7:00 a.m. start time shall remain in effect.

SECTION 3. Day personnel who are assigned by the Fire Chief will work 40 hours per seven-day work week. The work week begins after midnight Wednesday and continues to and includes the second following Wednesday midnight.

SECTION 4. The pay dates will be bi-weekly.

SECTION 5. This Article is intended to identify the normal hours of work. It will not be construed as a guarantee of hours of work per day, per shift or of days of work per week or work cycle as it relates to time for training, emergency call back, transfers, light duty, Fire Department operations and/or other unusual circumstances that may arise.

**ARTICLE XII**  
**LEAVES**

**A. LEAVE ADMINISTRATION**

SECTION 1. Fire Fighters will be paid at their regular base rate of pay for paid leave granted but in no case more than twenty-four (24) hours per shift for shift personnel or regularly scheduled hours missed for day personnel but in no case more than 80 hours in a two week period for day personnel. The rate for paid leave will be the Fire Fighter's regular, straight time rate of pay in effect for the Fire Fighter's regular job at the time the leave is taken.

SECTION 2. Time spent on vacation, holiday, or military leave will be considered as hours actually worked for purposes of calculating overtime. All other types of paid or unpaid leave will not be considered hours actually worked.

SECTION 3. Vacation, holiday, personal leave, and compensatory leave must be requested in advance and be approved before it can be taken. Vacation, holiday, personal leave, and compensatory leave will be scheduled at the discretion of the Fire Chief or the Chief's designee in accordance with departmental policy.

SECTION 4. Fire Fighters will not accrue vacation or holiday for any month during which they are on layoff, leave of absence, or other forms of unpaid status.

SECTION 5. A Fire Fighter who terminates for any reason will receive vacation, holiday, and compensatory pay for the actual amount accrued at the time of the separation from employment except that leave accruals are not prorated. The amount of payment for said vacation, holiday and compensatory leave will be calculated based on the Fire Fighter's regular, straight time hourly rate of pay in effect for the Fire Fighter's regular job on the Fire Fighter's last day of work.

SECTION 6. Seniority for Fire Fighters shall determine priority in selecting scheduled leave. Fire Fighters who were hired on the same date, will have their seniority determined by their hiring ranking.

**B. VACATION**

SECTION 1. Fire Fighters will accumulate vacation at the end of each pay cycle based on the following schedules:

Shift Personnel

<u>Time In Service</u>	<u>Hours per Pay Cycle</u>	<u>Annual Accrual Amount</u>
0 to 5 years	5.5	144 hours
6 to 10 years	6.5	168 hours
11 to 15 years	7.4	192 hours
16 to 20 years	8.3	216 hours
21 years and over	9.2	240 hours

Day Personnel

<u>Time In Service</u>	<u>Hours per Pay Cycle</u>	<u>Annual Accrual Amount</u>
0 to 5 years	3.7	96 hours
6 to 10 years	4.6	120 hours
11 to 15 years	5.5	144 hours
16 to 20 years	6.2	160 hours
21 years and over	6.5	168 hours

SECTION 2. The maximum vacation accrual for Shift personnel is 396 hours. The maximum vacation accrual for Day personnel is 280 hours. The City recognizes on occasion the Fire Fighter might not be able to use scheduled leave due to a Fire Department directed deployment or special assignment. At the discretion of the Fire Chief the Fire Fighter will be allowed to exceed the maximum vacation leave accrual for a reasonable period of time.

**C. HOLIDAYS**

SECTION 1. Shift personnel will accrue six (6) shifts (144 hours) of holiday leave each year in lieu of taking the actual holiday off. Fire Fighters who are placed in shift positions mid- year will accrue holiday leave on a pro-rated basis of twelve (12) hours per full calendar month worked. Accrual of the 12 holiday leave hours per month will begin in 2023 for 2024. The holiday leave may not be used during the year in which it was earned, but must be used in the following year.

SECTION 2. Day personnel will be granted 8 hours of holiday leave for each of the following holidays:

New Year's Day	January 1
Martin Luther King, Jr. Day	3rd Monday in January
President's Day	3rd Monday in February

Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day After Thanksgiving	Fourth Friday in November
Christmas Eve	December 24
Christmas Day	December 25
Floating Holiday	Granted January 1 of each year to be taken off at any time during the calendar year

If a holiday falls on a Fire Fighter's regularly scheduled workday which is greater than 8 hours, the difference can be taken in other available holiday, vacation leave or compensatory leave.

When an observed holiday falls on a Saturday, the preceding Friday will be taken as the holiday. When the holiday falls on Sunday, the next Monday will be taken as the holiday. When Christmas falls on Monday, that Monday and the following Tuesday will be observed as holidays. Day personnel may not elect to be paid for holiday hours in lieu of time off. A Fire Fighter may not take a holiday before it is earned.

SECTION 3. If day personnel are on some type of approved paid leave that encompasses an observed holiday, the holiday will count as a day of holiday leave, rather than as a day of vacation leave, sick leave, etc. If day personnel are on approved leave without pay that encompasses a holiday there is no holiday accrual.

SECTION 4. Fire Fighters cannot carry over unused holiday leave from one year to the next. Holiday leave time accrued for years 2024, 2025, and 2026 from the previous years 2023, 2024, and 2025, respectively, must be used by December 31st of each year. Any holiday leave time not used by December 31st of each year will be forfeited.

**D. SICK LEAVE**

SECTION 1. Shift personnel will accrue sick leave at the rate of 6.5 hours per pay cycle. Day personnel will accrue sick leave at the rate of 4.33 hours per pay cycle. Accruals will occur after each full pay cycle in which the Fire Fighter is in pay status. Shift personnel may accumulate a maximum 57 shifts (1368 hours) of sick leave. Day personnel may accumulate a maximum of 960 hours of sick leave.

SECTION 2. When Fire Fighters are absent due to an incapacitating illness or injury, or required medical, dental or optical examination for themselves, they will notify their supervisor

as soon as they know they will not be able to report to work. Appointments for non-emergency doctor, dental, or optical appointments must be scheduled on off-duty time unless approved in advance. The Fire Fighter will be paid at the regular straight time rate for each hour missed because of said absence to the extent the Fire Fighter has available sick leave.

SECTION 3. Sick leave may also be used by shift and day Personnel used for any reason found in C.R.S. §§ 8-13.3-404 and 8-13.3-405, as they may be amended from time to time. Routine childcare does not meet the requirements of this provision. The need for such leave will be subject to verification if so required by the Fire Chief or the Chief's designee.

SECTION 4. Fire Fighters whose illness requires sick leave in excess of their accumulated amount may be granted leave without pay, or be allowed to use accrued vacation, holiday leave, etc.

SECTION 5. A doctor's certificate or examination by a physician designated by the City may be required by the City as verification of illness. Any abuse of sick leave may be subject to disciplinary action. Fire Fighters returning to work after a major or potentially incapacitating illness must submit a doctor's written release before returning to duty.

**E. PERSONAL LEAVE DAY**

Once each year shift personnel may convert up to 24 hours of accrued sick leave to Personal Leave (Personal Leave Day). Once each year day personnel may convert up to 8 hours of accrued sick leave to Personal Leave (Personal Leave Day). Personal leave hours are to be scheduled in advance of the date to be taken. If a Fire Fighter chooses not to take Personal Leave, the Fire Fighter may carry the hours from one year to the next as sick leave up to the maximum accrual. Fire Fighters must request and use converted time in a calendar year prior to the end of the final pay period of the calendar year.

**F. MATERNITY LEAVE**

SECTION 1. When a Fire Fighter determines that she is pregnant, she will discuss with her doctor the continuance of her line firefighting position. The City reserves the right to require that the Fire Fighter consult a physician designated by the City to determine her physical ability to continue line firefighting duties. If it is determined by the City physician that the Fire Fighter is physically unable to perform line firefighter duties, but is determined to be capable of performing limited work assignments, the Fire Fighter will be scheduled to work under the conditions set forth by the physician, if such work is available and approved. The Fire Fighter may work in the limited work assignment until the birth of the child.

SECTION 2. A pregnant Fire Fighter must make a written request to her supervisor and the Fire Chief for maternity leave approximately thirty calendar days in advance of the

anticipated leave. A pregnant Fire Fighter will be expected to work as long as her doctor certifies that she is physically capable of performing line firefighting duties or limited work assignments.

SECTION 3. Accrued sick leave may be taken only for the length of time certified by her physician as medically necessary for the health of the Fire Fighter. Upon returning to work, the Fire Fighter will submit a doctor's slip to verify the requested number of sick leave days taken to be medically necessary. Sick leave days not certified by her physician for medical necessity will be charged to another type of leave.

SECTION 4. The City reserves the right to require a letter from the Fire Fighter's doctor at any time certifying the Fire Fighter's capability or incapability of physically performing job duties. When a Fire Fighter returns to work, she will be reinstated in her previous assigned position or a limited work assignment, if such limited work assignment is available and approved, at her previous wage rate or at the rate she would have received except for her leave.

**G. INJURY LEAVE**

SECTION 1. If a Fire Fighter has been disabled due to an on-the-job injury and is entitled to receive benefits under the Worker's Compensation Law of the State of Colorado for temporary partial disability or temporary total disability, work time missed will be charged as injury leave, upon approval of the designated Worker's Compensation Administrator.

SECTION 2. Injury leave will terminate after 90 occurrences or as it applies below:

- a) On the date a ruling of permanent disability is made;
- b) when the authorized treating physician releases the Fire Fighter to return to regular duties; or
- c) when the Fire Fighter reaches maximum medical improvement (MMI).

For purposes of this section an "occurrence" is defined as any approved or unapproved absence from a scheduled shift. Multiple instances of lost time occurring within a single calendar day shall be counted as one single occurrence.

SECTION 3. If prior to release for normal duties, it is determined by the authorized treating physician that the Fire Fighter is capable of working with restrictions, the Fire Fighter may return to work with a modified duty assignment under the conditions set forth by the authorized treating physician pursuant to Article XVIII, Section G. (Modified Duty) of this Agreement.

SECTION 4. Any modified duty assignment will be reviewed periodically. Its duration will be determined at the direction of the authorized treating physician and will be administered in accordance with Article XVIII, Section G. (Modified Duty) of this Agreement.

SECTION 5. A Fire Fighter who is injured while not on duty with the Greeley Fire Department will not be entitled to injury leave. Fire Fighters traveling to and from work and on unpaid meal breaks are not covered by Worker's Compensation if injured during those times. Fire Fighters travelling between assignment locations while on duty, including travel from station to station in their personal vehicle, are considered on duty.

#### **H. MILITARY LEAVE**

SECTION 1. A leave of absence of a maximum of fifteen calendar days per year shall be granted to Fire Fighters who are active in the National Guard or a branch of the Armed Forces Reserves for the purpose of fulfilling their annual field training obligations. Written application for a military leave of absence must be made as soon as possible after receiving the military order. Fire Fighters will not be entitled to receive their regular wages while absent on military leave of absence. Upon the Fire Fighter's return to work, the appropriate paperwork detailing the pay received from the armed forces must be submitted. If the Fire Fighter's salary from the armed forces, exclusive of travel allowance, is less than the gross pay from the employer, the Fire Fighter will receive the difference for a period not to exceed fifteen days of training.

SECTION 2. If their work schedules are such that they conflict with the once a month weekend duty, Fire Fighters may use vacation leave or leave without pay to attend such duty. Normally, Fire Fighters will be able to schedule their monthly duty so that they can take it on their regular days off.

SECTION 3. Fire Fighters who enter the military service by draft, shall be granted a leave of absence without pay for that purpose, after the receipt of a written notice of such leave.

SECTION 4. Within 90 calendar days after the Fire Fighter's military service ends, the Fire Fighter will be reinstated in accordance with applicable provisions of the Selective Service and Training Act and any other applicable laws. The 90-day period may be extended upon approval of the Fire Chief and the City.

SECTION 5. To return to Greeley Fire Department employment, the Fire Fighter must make a written application within 90 calendar days of the Fire Fighter's discharge from military service. Failure to do so will result in resignation. The Fire Fighter will be subject to reexamination for fitness and may be required to successfully complete the medical screening and background portions of the screening process.

SECTION 6. If the Fire Fighter is found to be physically and mentally qualified to do so, the Fire Fighter may return to the classification previously held, at a wage rate the Fire Fighter would

have been earning except for the military service. If the Fire Fighter is not found to be able to perform the duties of the previous classification, the Fire Fighter may be placed in a different classification at an appropriate pay rate if such position is available, or terminated.

**I. JURY DUTY**

SECTION 1. When a Fire Fighter is called for jury duty at a time which conflicts with the regular work schedule, the Fire Fighter will be compensated for time lost from the job at the Fire Fighter's regular straight time rate. Jury duty may not be used in any instance when the Fire Fighter is a party in any fashion to the court action in question, unless the Fire Fighter's involvement arises as a result of the Fire Fighter's job duties or responsibilities.

SECTION 2. If scheduled for work, the Fire Fighter will be expected to report back to work within thirty minutes from the time the Fire Fighter is excused from jury duty.

SECTION 3. If a Fire Fighter is excused and does not serve on the jury, the Fire Fighter will be required to work the regular assigned shift.

SECTION 4. A Fire Fighter will be required to show evidence of jury duty upon request by the Fire Chief or the Fire Chief's designee.

**J. ELECTION LEAVE**

Fire Fighters are encouraged to vote in all elections. If Fire Fighters can vote before or after work, during their lunch hours, or through the absentee ballot alternative, they are encouraged to do so. If Fire Fighters cannot vote during these times, they will be given up to a maximum of two hours of election leave for the purpose of voting.

**K. EMERGENCY LEAVE**

The Fire Chief or the Chief's designee may grant up to forty (40) hours for day personnel and up to four (4) shifts for shift personnel for unforeseen emergency reasons which are beyond the employee's control to pre-plan. Such leave will be charged to vacation, holiday or compensatory leave accruals.

**L. BEREAVEMENT LEAVE**

SECTION 1. In the event of the death of a family member, the Fire Fighter may take up to two consecutive scheduled work shifts (48 hours) (three consecutive scheduled work days for day personnel) off with pay.

SECTION 2. For the purpose of bereavement leave, “family” is defined as spouse, civil union partner, child, parent, grandparent, grandchildren, brother, sister (this includes step, half and in-law relationships), aunt, uncle, niece, nephew, and first cousin.

SECTION 3. The Fire Chief may approve an additional two scheduled work shifts consecutive with the initial two shifts if the Fire Fighter needs more than two shifts off or the Fire Fighter may use other accrued leave or leave without pay, subject to the Fire Chief’s approval. For day personnel, the Fire Chief may approve an additional two scheduled work days consecutive with the initial three days if the Fire Fighter needs more than three days off or the Fire Fighter may use other accrued leave or leave without pay, subject to the Fire Chief’s approval.

**M. LEAVE WITHOUT PAY**

SECTION 1. Fire Fighters covered by this Agreement may request in writing a leave of absence from the Fire Chief, who may grant a leave of absence to the Fire Fighter, not to exceed ninety (90) calendar days. Upon written request, an extension of such leave of absence may be granted by the Fire Chief. Said extension shall not exceed an additional ninety (90) calendar days. An additional extended period of leave without pay cannot be requested until the Fire Fighter has been back at work for not less than twelve (12) months.

SECTION 2. Leave without pay will not be granted to allow the Fire Fighter to seek other employment or to accept remunerative employment elsewhere.

SECTION 3. As a condition to an extension of leave in excess of ninety (90) days being granted, the Fire Fighter may be required to waive all rights to immediate reinstatement to the same position the Fire Fighter had before the leave of absence was granted. The Fire Fighter will retain only the right to be appointed to the first vacancy for the position in which the Fire Fighter had been employed upon the termination of the leave.

SECTION 4. A Fire Fighter granted a leave of absence will continue to accrue leave and be eligible for benefits for only the first thirty (30) calendar days of leave without pay. A Fire Fighter must pay in advance to the City the full cost of insurance or other benefits requiring the payment of a cash premium, if the Fire Fighter wishes to retain such benefits after the thirty-day period. In the event the Fire Fighter does not desire to retain such benefits, a waiver releasing the City from any and all liability resulting from the discontinuance of such benefits must be signed by the Fire Fighter. The Fire Fighter must agree in writing to pay for any costs associated with resuming such benefit coverage and will be subject to the terms and conditions of benefit plans as they exist at the date of reinstatement.

**N. FAMILY/MEDICAL LEAVE**

All provisions of FMLA will be administered in accordance with the Family and Medical Leave City policy with detailed information available through the Human Resources Department.

**ARTICLE XIII  
WAGES**

**A. SALARY**

SECTION 1. All Fire Fighter annual base pay will be established by adding together the following types of pay:

- Grade Pay
- ALS Pay (if applicable)
- Community Paramedic Pay (if applicable)
- Specialist Pay (if applicable)

SECTION 2. All types of pay will be calculated as a percentage of the **Basis**. The Basis is the Firefighter I annual Grade Pay. During the term of this Agreement, Firefighter I Grade Pay will be the following:

- 2027 – \$114,004
- 2028 – \$118,564

SECTION 3. All other Grade Pay percentages will be calculated as defined below:

- Single Role EMS – 61%
- Firefighter Recruit – 70%
- Firefighter III – 80%
- Firefighter II – 90%
- Engineer – 111%
- Lieutenant – 122%
- Battalion Chief – 171%

SECTION 4. ALS Pay is for positions of Firefighter, Engineer, and Lieutenant that carry an EMT-Paramedic or EMT-Intermediate certification. Battalion Chiefs are not eligible for ALS pay. The ALS Pay is defined below:

- Paramedic – 8.5%
- EMT-Intermediate – 4.0%

Community Paramedic Pay is exclusively for the position of Single Rold EMS that carry a Community Paramedic certification. No position of Firefighter, Engineer, Lieutenant, or Battalion Chief are eligible for Community Paramedic Pay. Community Paramedic Pay is defined below:

- Community Paramedic Pay – 11.0%

SECTION 5. Specialist Pay is for positions of Firefighter, Engineer, Lieutenant, and Battalion Chief that are assigned as day personnel. Firefighters that are selected for the Firefighter Staff Specialist position will be moved to Firefighter I plus Specialist Pay during their assignment. When a Firefighter returns to a shift assignment, their pay will be adjusted to the grade based on their years of service minus Specialist Pay. The Specialist Pay is defined below:

- Specialist Pay – 6.0%

SECTION 6. Full base salaries for Fire Fighters covered by the Agreement for calendar year 2027 shall be set forth in Appendix A to this Agreement. Full base salaries for Fire Fighters covered by the Agreement for calendar year 2028 shall be set forth in Appendix B to this Agreement.

SECTION 7. Fire Engineers returning to 24 hour shifts from Engineer Staff Specialist positions shall displace the least senior Engineer (time in grade). The displaced Fire Engineer shall return to Firefighter I classification and will be placed at the number one position on the most current eligibility list for Fire Engineer. The displaced individual will remain at that position on any subsequent list until promoted.

SECTION 8. For Fire Fighters assigned to shift schedules, the regular hourly rate of pay shall be calculated by dividing the Fire Fighter’s annual base salary by two thousand nine hundred twenty (2,920) hours. For Fire Fighters assigned to forty (40) hour workweek schedules, the regular hourly rate of pay shall be calculated by dividing the Fire Fighter’s annual base salary by 2,080 hours.

SECTION 9. All new hire Fire Fighters will serve a probationary period of 12 months in which there is an opportunity for the supervisor to train, observe, and evaluate the employee. Probationary Fire Fighters do not have any appeal rights and may be demoted, laid off or terminated without cause at the discretion of the City.

SECTION 10. Fire Fighters will be eligible for a step increase every twelve (12) months upon satisfactorily completing all requirements. The time for performance appraisal will be based on the Fire Fighter’s anniversary date.

**B. OVERTIME PAY**

SECTION 1. Fire Fighters who work twenty four-hour shifts shall be paid overtime for all time actually worked in excess of two hundred twelve (212) hours in the twenty-eight (28) day cycle. For Fire Fighters who work day schedules shall be paid overtime for all time actually worked in excess of forty (40) hours in a work week. Overtime will be calculated at one and one-half times the regular rate.

SECTION 2. This Article is intended to define the normal hours of work and to provide the basis for calculating overtime compensation. It shall not be construed as a guarantee of hours of work per day, per shift, per workweek, or per work cycle.

**C. COMPENSATORY TIME**

SECTION 1. At the request of the Fire Fighter, compensatory time will be given in lieu of pay when compensable hours exceed 216 during a scheduled 9 shift pay cycle or 240 during a scheduled 10 shift pay cycle. Such compensatory time will only be allowed for pro-rated hours spent in training assignments. A Fire Fighter may elect to receive compensatory time in lieu of pay for any eligible compensable hours, excluding operational staffing assignments. Eligible compensable hours may include training assignments, meetings, special event staffing, and other approved non-operational assignments.

If the Fire Fighter has actually worked over 212 hours in the work cycle, such compensatory time will be given at a rate of one and one-half (1.5) hours for each eligible compensable hour. If the Fire Fighter has worked fewer than 212 hours in the work cycle, compensatory time will accrue at a straight time rate for each eligible compensable hour.

SECTION 2. A Fire Fighter may accrue up to a maximum of 96, which may be carried over from one calendar year to the next. The Fire Fighter will be allowed to take the compensatory time off within a reasonable period of time, subject to operational needs and approval procedures consistent with Department policy.

**ARTICLE XIV  
ACTING PAY**

SECTION 1. Shift personnel who are assigned to an acting position (Engineer, Lieutenant, or Battalion Chief) will receive one hour of their existing straight time rate for serving in an acting position for 1-12 hours. If shift personnel work beyond 12 hours in a 24 hour shift, they will receive two hours of their existing straight time rate for serving in an acting position. The maximum amount of acting pay will be 2 hours per 24 hour shift.

SECTION 2. Fire Fighters who are assigned to acting Day Staff positions (Firefighter Staff Specialist, Engineer Staff Specialist, Fire Lieutenant Specialist, or Battalion Chief Specialist) will

receive one half hour (0.5) at time and one-half of their existing day shift straight time rate for every day spent in an acting position.

SECTION 3. After completing six consecutive months (60 shifts) in a temporary acting position (Engineer, Lieutenant or Battalion Chief) the Fire Fighters who are assigned by the Fire Chief or the Chief's designee, to an acting position will receive pay at the current entry level pay of the position being filled.

**ARTICLE XV**  
**POST EMPLOYMENT HEALTH PLAN**

Fire Fighters shall be required to contribute annually to a Post Employment Health Plan (PEHP) or similar retirement savings plan in accordance with the terms and conditions of the plan's participation agreement as approved by the membership. The City agrees to deduct the contribution from the biweekly paycheck of each Fire Fighter. The Union agrees that the City will not be responsible for administrative or other fees or costs associated with administration of the plan.

The City shall contribute to the Fire Fighter's PEHP based on years of with the Greeley Fire Department as a Fire Fighter based on the following schedule:

Years of Service	Percent of Contribution
0-10.99 years of service	1.00% of Fire Fighter Recruit Grade Pay
11-20.99 years of service	1.50% of Fire Fighter Recruit Grade Pay
21 years of service until retirement	1.75% of Fire Fighter Recruit Grade Pay

**ARTICLE XVI**  
**EMERGENCY CALL BACK**

SECTION 1. In an emergency situation, Greeley Fire Department personnel may be called back to duty at any time. During a non-emergency situation, personnel may be called back to duty to relieve personnel who need to respond on a special detail such as hazardous materials responses, dive-rescue requests, arson investigations, and the like.

SECTION 2. While an employee may decline the request for call back, if the situation becomes urgent, the employee may be required to accept the assignment.

SECTION 3. The Fire Fighter in Command during situations requiring call back shall be responsible for selecting the qualified employees; e.g. dive rescue team member, hazardous materials team member, arson investigator, etc. When Command has the option, employees to be called back will be chosen so they are not on duty on the next shift.

SECTION 4. All employees called back to duty shall begin earning compensation at the time they report in at their regular assigned station. Employees will be paid at the rate of one and one half times their regular hourly rate, for a minimum of one hour, and for all time worked over one hour until released from duty by Command.

SECTION 5. Battalion Chiefs are eligible to receive additional compensation for State or Federal reimbursable deployments. Additional compensation will be subject to the State and/or Federal guidelines established for such deployments.

**ARTICLE XVII**  
**HOLIDAY/VACATION SELL BACK**

SECTION 1. Two times each calendar year shift personnel may elect to sell back to the City up to a combined maximum of 2 ½ shifts (60 hours) per year of holiday and/or vacation leave. Fire Fighters must have at least two (2) years of service and a balance of 7 ½ shifts (180 hours) of holiday and/or vacation in order to qualify for holiday/vacation sell back. Increments of ½ shifts (12 hours) must be used. The holiday and/or vacation leave will be paid by the City at the Fire Fighter's regular rate of pay.

SECTION 2. Two times each calendar year day personnel may elect to sell back to the City up to a combined maximum of five (5) days (40 hours) per year of vacation leave. Fire Fighters must have at least two (2) years of service and a balance of ten (10) days (80 hours) of vacation leave in order to qualify for vacation sell back. Increments of four (4) hours must be used. The vacation leave will be paid by the City at the Fire Fighter's regular rate of pay.

SECTION 3. Fire Fighters must submit their request in the enterprise system prior to the last payroll period of the calendar year.

**ARTICLE XVIII**  
**HEALTH AND WELFARE**

**A. Health Insurance Contribution.**

The City agrees to provide Fire Fighters with a health insurance plan substantially equivalent to that provided to City of Greeley employees. The City contribution for health coverage will be 80% for family coverage and 80% for single coverage. The City reserves the right to provide this insurance through a self-insured plan or under a group insurance policy or policies issued by an insurance company or companies selected by the City on the plan document.

**B. Dental Assistance Contribution.**

The City agrees to provide the Fire Fighters with a dental assistance plan substantially equivalent to that provided to City of Greeley employees. The City reserves the right to provide this dental insurance through a self-insured plan or under a group insurance policy or policies issued by an insurance company or companies selected by the City. It is understood that the plan is subject to the rules and regulations of the insurance carrier on the plan document.

**C. Retirement Health, Dental, and Vision**

Fire Fighters that retire from the City of Greeley are eligible to continue to participate in the City of Greeley health, dental, and vision insurance plans until the age of 65 or retiree reaches age of eligibility for Medicare. Enrollment in the health, dental, and vision plans is required at the time of retirement and the employee will be responsible for paying the full cost of the benefits. Details about continuation of benefits upon retirement are available from the Human Resources Department. The Fire Fighter must meet one of the following requirements to be eligible for this benefit as outlined below.

- Between the ages of 55 and 65 (or age of Medicare eligibility) with 10 or more continuous years of service
- Meets the Fire and Police Pension Association of Colorado (“FPPA”) ‘Rule of 80’ for retirement eligibility

**D. Life Insurance Contribution.**

The City agrees to provide Fire Fighters with one and one half (1 ½) times annual salary life insurance with Accidental Death and Dismemberment. The City will continue to provide the current level of coverage for dependents. The City reserves the right to provide this life insurance through a self-insured plan or under a group insurance policy or policies issued by an insurance company or companies selected by the City. It is understood that the life insurance plan is subject to the rules and regulations of the insurance carrier.

**E. Physical Examinations and Health Maintenance.**

Section 1. Annual Physicals. The City shall provide and pay for an annual comprehensive occupational medical physical for all members. These physicals shall be performed by a provider specializing in first responder health (equivalent to Frontline Mobile Health standards) and shall be conducted during the member’s regular duty hours or compensated as overtime if conducted off duty. To ensure the long-term viability of these benefits, both the City and the Union agree to a review of the program’s financial impact during contract negotiations.

Section 2. Scope of Clinical Screening. At a minimum, the annual health screening shall include:

a) Comprehensive Cardiovascular Evaluation: To include 12-lead EKG, stress testing where clinically indicated, and advanced lipid paneling to identify early markers of heart disease.

b) Cancer & Early Detection Screening: Comprehensive blood chemistry (including PSA for males and relevant markers for females) and targeted ultrasound or imaging for early detection of occupational cancers common in the fire service.

c) Comprehensive Blood Diagnostics: Advanced metabolic panels, heavy metal screening, and infectious disease titers.

d) Fitness for Duty Assessment: Evaluation of aerobic capacity and musculoskeletal health relative to the NFPA 1582 standard.

Section 3. The city and the Union shall maintain the flexibility, upon mutual agreement, to incorporate emerging diagnostic tests, new blood markers, or advanced imaging technologies into the annual screening protocol as they become the industry standard for first responder health.

Section 4. Privacy of Results. All medical results shall remain strictly confidential between the member and the medical provider. The Department shall only receive a "Fit for Duty" or "Fit with Restrictions" notification.

**F. Physical Examination.**

Any physical examination or fitness-for-duty examination required of Fire Fighters by the City shall be at City's expense and the results thereof shall be submitted to the City. Upon request, Fire Fighters shall be afforded an opportunity to review the results. The above shall not be construed to include examinations for work-related injuries or illnesses covered by the worker's compensation program.

**G. Modified Duty.**

SECTION 1. GENERAL PROVISIONS

A modified duty assignment allows firefighters to return to work in a capacity that suits their limitations when an authorized physician or the Employee's healthcare provider certifies their inability to perform all the essential functions of their job due to an on-the-job or off-the-job injury or illness.

Modified duty assignments will be made based on availability, as deemed necessary to the operation of the Department, and at the discretion of the Fire Chief. Firefighters are not guaranteed placement in a modified duty assignment. In the event a modified duty assignment

is made, the Fire Chief will make reasonable efforts to assign the injured firefighter within the Fire Department.

The Firefighter is responsible for ensuring that any medical information required by the Department is provided promptly upon request, including follow-up information, satisfactory clarification, and updates. Modified duty may be denied or canceled, and the Employee may be subject to disciplinary action for failure to undergo a medical examination or provide requested information.

Consistent with the recommendations of the Authorized Treating Physician and operational needs of the Department, firefighters on modified duty may be provided reasonable on-duty time for approved rehabilitation and return-to-work activities.

#### SECTION 2. ON DUTY INJURY OR ILLNESS

Firefighters with an on-the-job injury or illness shall be required to work in a modified duty position if approved by the Authorized treating physician and if such position is available as determined at the discretion of the Fire Chief. An approved documentation form stating the restrictions while on modified duty and an estimated length of time for modified duty shall be required.

#### SECTION 3. OFF-DUTY INJURY OR ILLNESS

Firefighters with an off-duty injury or illness may request modified duty. The requesting Firefighter will be placed in a modified duty position if such a position is available based on the organizational needs of the Department as determined at the discretion of the Fire Chief. The healthcare provider must provide an approved documentation form to the Department stating the Employee's restrictions while on modified duty and an estimated length of time for modified duty. Priority for modified duty assignments will be given to firefighters that sustain an on-the-job injury or illness. Employees should coordinate with their supervisors to flex schedules for appointments within their modified duty assignments. Otherwise, personal leave may be required to attend these appointments.

#### SECTION 4. LENGTH OF MODIFIED DUTY

A modified duty assignment is limited to a maximum of twelve (12) continuous months from the date the firefighter is approved for a modified duty assignment. Releases to perform regular job duties with no restrictions of less than thirty (30) calendar days will not disrupt the continuous period. However, a Firefighter who is not released to perform regular job duties with no restrictions within the twelve-month continuous period may apply to the Fire Chief or designee to extend their modified duty assignment for up to six (6) additional months. The decision of whether to grant or deny the extension request is at the discretion of the Fire Chief or designee. Firefighters with a modified duty assignment that extends beyond twelve months

may request a leave of absence, apply for other open positions within the City, seek applicable retirement options, or be laid off.

#### SECTION 5. RETURN TO REGULAR DUTY

Prior to returning to regular duty from a modified duty assignment or work restrictions, the firefighter will be required to obtain and present certification from the Authorized treating physician or the firefighter's treating provider stating that the firefighter is able to return to regular duty and perform the essential functions of the position. The certification completed by the physician / provider will be on a form approved by the Labor Management Committee. The fitness-for-duty certification will relate only to the particular health condition that resulted in the firefighter's need for leave or modified duty assignment.

#### **H. Line of Duty Death.**

If a Fire Fighter is killed in the line of duty, the City shall pay fifty thousand dollars (\$50,000.00) to the Fire Fighter's estate. A death shall be considered to have occurred in the line of duty if the death is determined to be as such pursuant to C.R.S. § 24-33.5-122(4)(a)(I).

If a Fire Fighter is killed in the line of duty, the City shall pay the health insurance premium for the twelve (12) months of COBRA coverage for a surviving spouse and eligible dependents of the Fire Fighter enrolled in the city's health insurance plan at the time of the line of duty death.

#### **I. Tuition Assistance.**

The City agrees to provide Fire Fighters with a tuition assistance plan substantially equivalent to that provided to City of Greeley employees.

#### **J. Uniforms and Equipment.**

SECTION 1. Upon employment the City shall provide the initial issue of uniforms to each Fire Fighter as designated by the Fire Chief. All primary and back-up protective clothing or protective devices required of employees in the judgment of the Fire Chief, in the performance of their duties, shall be furnished without cost to Fire Fighters. Every attempt will be made to provide gear that has been sized to the Fire Fighter.

SECTION 2. The City shall replace, as needed, and shall provide facilities or programs to maintain, repair and clean uniforms issued by the Fire Department.

SECTION 3. All uniforms, protective clothing and protective devices damaged in the line of duty, shall be replaced by the City without cost to the employee, when necessary in the judgment of the Fire Chief and his/her designee.

SECTION 4. All uniform, clothing, protective gear and devices damaged or lost through neglect or employee carelessness shall be replaced at the expense of the employee.

**K. Peer Support and Behavioral Health.**

The Union and the City agree to jointly develop, implement, and maintain a Peer Support and Behavioral Health Program for the benefit of all Fire Fighters. The program shall operate as a collaborative labor-management effort consisting of members representative of the Department workforce. The City agrees to provide reasonable support and resources necessary for the development and ongoing operation of the program, including training and participation on duty time.

The parties further agree that the program is intended to provide confidential, non-disciplinary assistance and to serve as a bridge to professional care. The City shall ensure access to external, licensed behavioral health professionals with experience in treating fire service personnel, available for confidential consultation, assessment, and referral. Participation in the program shall be voluntary, and the specific structure, procedures, and administration shall be established and maintained through Department policy developed collaboratively between the City and the Union.

**ARTICLE XIX**

**PENSION**

The City will deduct appropriate contributions from the wages of each Fire Fighter, and will make contributions to the pension plan of each Fire Fighter, as required by the Colorado Fire and Police Pension Association.

In the event a Fire Fighter has elected to enter the deferred retirement option plan (DROP) with FPPA, the City shall continue to contribute the employer's contributions of such Fire Fighter's pension plan to FPPA. This shall apply to Fire Fighters who enter the DROP before the effective date of this Agreement. The process and guidelines for these contributions will be determined by the retiring Fire Fighter's FPPA DROP affiliation agreement.

**ARTICLE XX**

**DEATH AND DISABILITY**

The City will pay the full amount of the premiums charged for the statewide death and disability plan for Fire Fighters.

**ARTICLE XXI**

**STAFFING**

SECTION 1. The City and the Union recognize the goal of the Greeley Fire Department is to provide the citizens a high level of service while maintaining the safety of its Fire Fighters. Without abrogating or limiting the management rights set forth in Article IV it is the Parties' goal to staff as follows:

- a) Each Engine Company should have an assignment of four (4) with a minimum of three (3) line personnel.
- b) Each Support Company (Ladder/Truck/Rescue) should have a minimum of four (4) line personnel; and
- c) Each Battalion should have a minimum of two (2) Battalion Chiefs per shift.

SECTION 2. The City will engage in good faith efforts to meet these levels for the term of the 2024-2026 Collective Bargaining Agreement between the Parties. However, the City retains discretion to change staffing to meet City needs. When the City decides that a change to the staffing levels identified above is necessary, the City will meet with the Union to discuss why those changes are necessary and receive feedback from Union representatives prior to making those changes. When the conditions that cause a reduction in staffing are financial in nature, an evaluation of how and if staffing levels can be restored to the levels identified above shall be performed in conjunction with the Union.

## **ARTICLE XXII**

### **SAVINGS CLAUSE**

SECTION 1. If any provision of this Agreement is subsequently declared by legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable laws, statutes, and regulations of the United States of America and the State of Colorado, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement and the parties shall meet as soon as possible to agree on a substitute provision. However, if parties are unable to agree within thirty (30) days following commencement of the initial meeting then the matter shall be postponed until contract negotiations are reopened. This thirty (30) day time period may be extended at the mutual Agreement of the City and the Union.

SECTION 2. In addition to the provisions of Section 1 of this article, the parties recognize that Article X, Section 20 of the Colorado Constitution presents unknown and inexact requirements and limitations upon the economic decisions and budgetary requirements of the City.

Rather than force a legislative or judicial declaration of invalidity of any of the terms and conditions of this Agreement for violation of the limitations of Article X, Section 20, the parties agree to open further collective bargaining for any and all of the terms of this Agreement that may prospectively violate Article X, Section 20 of the Colorado Constitution.

Determination of whether or not any of the terms and conditions of this Agreement exceed the limitations imposed by Article X, Section 20 of the Colorado Constitution, shall be determined by the appropriate officials of the City. The determination shall be reduced to writing, specifically citing the nature and extent of the prospective violation by any existing term or condition of this Agreement.

**ARTICLE XXIII**  
**DURATION**

SECTION 1. This agreement shall be effective January 1, 2027 and shall continue to and include December 31, 2028. This contract is subject to appropriation and availability of City funds on an annual basis.

SECTION 2. Agreement shall continue for the duration of the contract. This Agreement shall then automatically continue from year to year for successive terms of one (1) year each unless the City or the Union shall give to the other written notice of request for collective bargaining no later than March 1 of the year the contract expires stating its desire to modify or terminate this Agreement.

SECTION 3. When changes in the Agreement are proposed and subsequently agreed upon, they shall be reduced to writing and signed by both parties.

[THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK]

**CITY OF GREELEY, COLORADO**

**GREELEY FIRE FIGHTERS UNION  
IAFF LOCAL 888**

By: \_\_\_\_\_  
Brian McBroom  
City Manager

By: \_\_\_\_\_  
Billy Ferguson  
President

**APPROVED AS TO AVAILABILITY OF FUNDS:**

By \_\_\_\_\_  
Kirk Jones  
Director of Finance

**APPROVED AS TO LEGAL FORM:**

By: \_\_\_\_\_  
Stacey Aurzada  
City Attorney

**Appendix A**

**Wage Table - 2027**

<b>Increase from 2026</b>	<b>4.00%</b>	<b>2027</b>		
<b>Grade Pay</b>	<b>Basis</b>	<b>Annual</b>	<b>Shift Hourly</b>	<b>Day Hourly</b>
Single Role EMS	61.0%	\$69,542		\$33.43
Firefighter Recruit	70.0%	\$79,803	\$27.33	\$38.37
Firefighter III	80.0%	\$91,203	\$31.23	\$43.85
Firefighter II	90.0%	\$102,604	\$35.14	\$49.33
Firefighter I (Basis)	100.0%	\$114,004	\$39.04	\$54.81
Engineer	111.0%	\$126,544	\$43.34	\$60.84
Lieutenant	122.0%	\$139,085	\$47.63	\$66.87
Battalion Chief	171.0%	\$194,947	\$66.76	\$92.72
<b>ALS &amp; Specialist Pay</b>	<b>Basis</b>	<b>Annual</b>	<b>Shift Hourly</b>	<b>Day Hourly</b>
EMT-Intermediate	4.0%	\$4,560	\$1.56	\$2.19
EMT-Paramedic	8.5%	\$9,690	\$3.33	\$4.66
Community Paramedic	11.0%	\$12,540		\$6.03
Specialist	6.0%	\$6,840		\$3.29

**Firefighter Grade Pay Steps**

Firefighter Recruit: 0 – 12 months service  
 Firefighter III: 13 – 24 months service  
 Firefighter II: 25 – 36 months service  
 Firefighter I: 37+ months service

\*Appendix A Wage Schedule will go into effect January 1, 2027

## Appendix B

### Wage Table 2028

Increase from 2027	4.00%	2028		
Grade Pay	Basis	Annual	Shift Hourly	Day Hourly
Single Role EMS	61.0%	\$72,324		\$34.77
Firefighter Recruit	70.0%	\$82,595	\$28.42	\$39.90
Firefighter III	80.0%	\$94,851	\$32.48	\$42.66
Firefighter II	90.0%	\$106,708	\$36.54	\$46.43
Firefighter I (Basis)	100.0%	\$118,564	\$40.60	\$50.19
Engineer	111.0%	\$131,606	\$45.04	\$55.71
Lieutenant	122.0%	\$144,648	\$49.54	\$69.54
Battalion Chief	171.0%	\$202,745	\$69.43	\$97.47
ALS & Specialist Pay	Basis	Annual	Shift Hourly	Day Hourly
EMT-Intermediate	4.0%	\$4,743	\$1.63	\$2.28
EMT-Paramedic	8.5%	\$10,078	\$3.46	\$4.85
Community Paramedic	11.0%	\$13,042		\$6.27
Specialist	6.0%	\$7,114		\$3.42

#### **Firefighter Grade Pay Steps**

Firefighter Recruit: 0 – 12 months service  
 Firefighter III: 13 – 24 months service  
 Firefighter II: 25 – 36 months service  
 Firefighter I: 37+ months service

\*Appendix B Wage Schedule will go into effect December 30, 2027



# 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

June 16, 2026

Key Staff Contact: Stacey Aurzada, City Attorney

## Title:

City Attorney's Office 2027 Budget Reduction Proposal

## Summary:

As part of the City's budget development process, City departments were asked to evaluate operational impacts and identify service-level adjustments associated with meeting budget reduction targets. The City Attorney will present the budget reduction proposal for the City Attorney's Office. The presentation will be followed by Q&A with City Council based on the budget proposal and information included in the meeting packet. A video presentation regarding the City Attorney's Office budget reduction proposal can be found by clicking [Department Budget Videos](#). The goal is to solicit feedback from City Council to ensure the City Attorney's Office proposal is in alignment with organizational priorities.

Future budget work sessions that have been scheduled:

- July 7th: Kelli Johnson (Culture, Parks & Recreation, Communications & Engagement, and Governmental Affairs)
- July 14th: Kimberly Southern (Human Resources, Information Technology, City Clerks Office, High Performing Government); Bret Naber (Public Works, Stormwater, and Water & Sewer)
- July 21st: Open if Needed
- July 28th: Capital Improvement Program

## Fiscal Impact:

This is an informational presentation and thus there is no fiscal impact associated with this item.

## Legal Issues:

None

## Other issues and Considerations:

None

## Strategic Focus Area:

Business Growth  
Community Vitality  
High-Performance Government  
Housing For All  
Infrastructure and Mobility  
Quality of Life  
Safe and Secure Communities

**Decision Options:**

This is an informational presentation.

**Council's Recommended Action:**

This is an informational presentation.

**Attachments:**

1. City Attorneys Office Budget Presentation



# 2027 City Attorney's Office Budget Submittal

---

**Stacey Aurzada, City Attorney**



# Framing: Approach & Principles



- Reductions are presented through the lens of service-level impacts
- Grounded in:
  - Council priorities
  - Program usage / demand
  - Operational realities
- Focus:
  - Protect high-value / high-use services where possible
  - Identify tradeoffs where needed

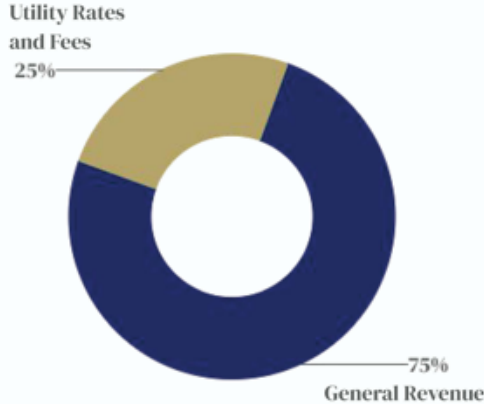
# Reduction Target & Status



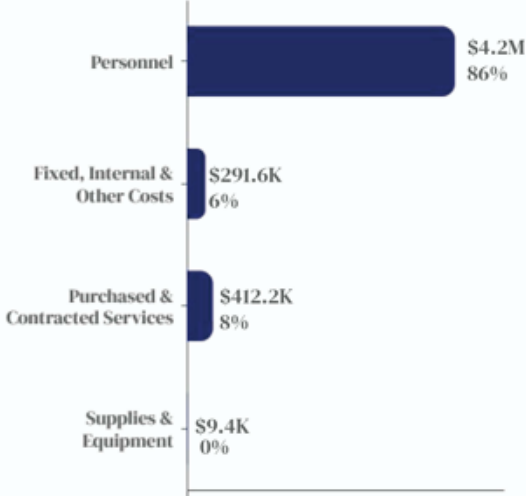
- Total Reduction Target: 17% | \$617,141
- Identified to Date: \$617,141
- Status:
  - Target Met
  - Target Met with Strategies (e.g., revenue, efficiencies)
  - Remaining Gap: N/A
- **Brief note on approach:**
  - The proposed budget reduction is a combination of personnel reductions and operating cost reductions

# Budget Information

## 2026 FUNDING SOURCES



## 2026 OPERATING BUDGET BREAKDOWN



# How the Target Was Achieved

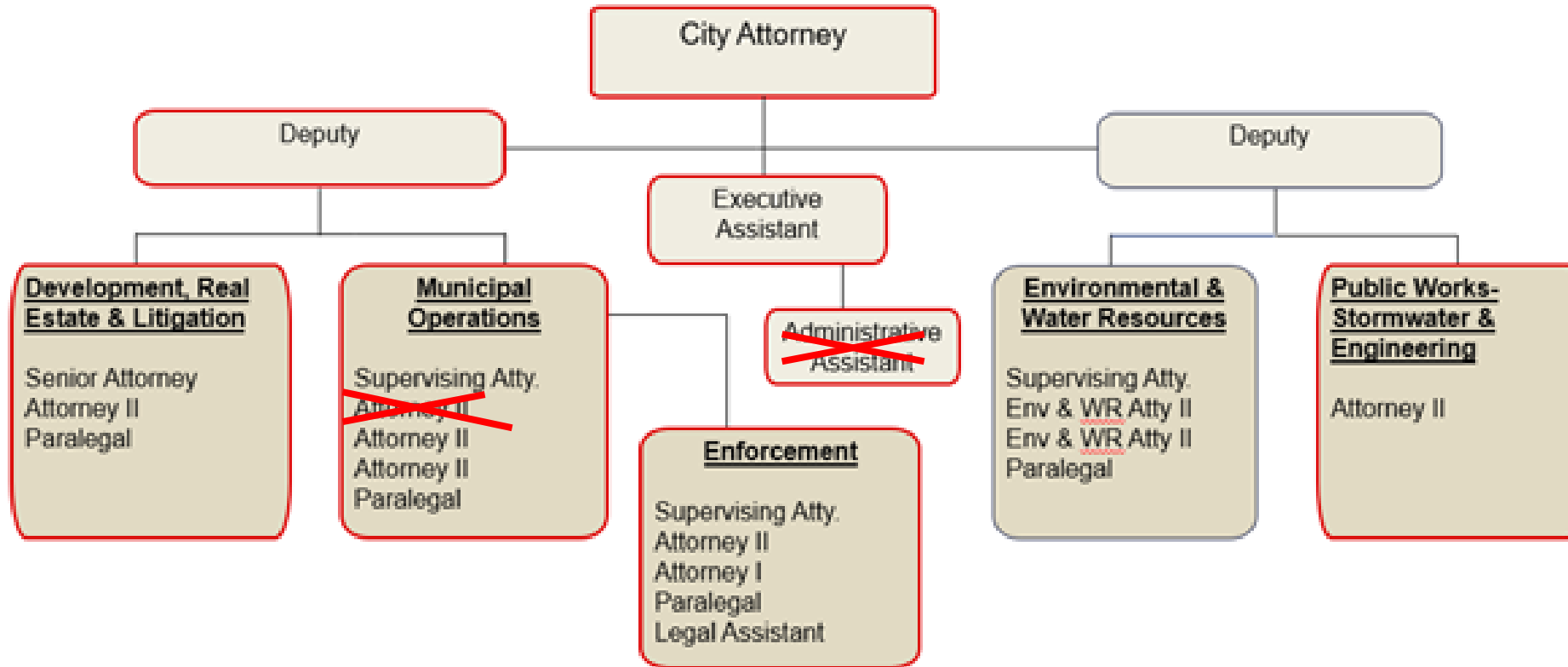
## PERSONNEL REDUCTIONS- \$353,002

- Eliminate Attorney II
- Eliminate Administrative Assistant

## OPERATING COST REDUCTIONS- \$266,139

- Significantly reduce outside counsel funding
- Eliminate AI research service
- Reduce career path funds
- Reduce training funds
  - Includes funds for training for City Attorney
- Eliminate out of state travel
- Eliminate leadership coaching

# Personnel Reductions



# Service Level Impacts – Personnel Reductions

## Before

- Sufficient Attorneys available to support staff
- Generally quick turnaround time
- Administrative support assigned appropriately

## After

- Municipal Operations division functions with reduced capacity
- Other divisions must absorb work
- Administrative support performed by paralegals

## Impact

- Slower legal response times
- Prioritization of highest-risk matters
- Reduction of dedicated support to select departments
- Reliance on outside counsel



# Service Level Impacts –

# Reduction of outside counsel funds

## Before

- Funding available for specialized legal support, litigation, and overflow work

## After

- Outside counsel funding within CAO significantly reduced to retain only funds for City Council matters; departments/projects must fund other outside counsel costs or rely on internal resources

## Impact

- Reduced flexibility for specialized or high-volume matters; more pressure on internal staff; potential delays in complex matters



# Service Level Impacts – Operational cost reductions

## Before

- Sufficient funds to support legal work and employee development

## After

- Fewer development and training opportunities;
- Failing to leverage technological advancements

## Impact

- More difficult to stay current on legal developments;
- Less opportunity for advancement;
- Slower research and document preparation;



# Summary

- Reduction Target: 17% | \$617,141
- Identified: \$617,141
- Status:
  - Target met or
  - Remaining gap
- Key takeaways:
  - Core legal services will continue, with resources focused first on legally required and highest-risk matters.
  - However, the 2025 organizational assessment found the City Attorney's Office was adequately staffed; eliminating two positions moves the office below that level.
  - As a result, response times will likely slow, and the office will have less capacity to provide predictable, proactive, and specialized support.
  - Overall, service will continue, but at a lower level of responsiveness, flexibility, and capacity.





# Council Agenda Summary

June 16, 2026

Key Staff Contact: Heidi Leatherwood, City Clerk

## Title:

Appointments to Boards and Commissions - Commission on Disabilities, Construction Trades Advisory and Appeals Board, Downtown Development Authority, Human Relations Commission, Museum Board, Water and Sewer Board and Youth Commission

## Summary:

The City's Code and the City Council policies set forth the board and commission appointment and removal provisions. Council appoints board or commission members by written ballot during a council meeting.

Board and commission members may be appointed based on a variety of criteria and may include the following:

- Councilmember(s) recommendations resulting from interviews with each board or commission applicant
- Recommendation from a chair of a board or commission
- Existing board or commission members may continue to serve in their positions until their successors are appointed
- Council will fill a vacant position for the unexpired term of a member whose position becomes vacant

Council appointments are needed due to vacancies and expiring terms for the Commission on Disabilities, the Construction Trades Advisory and Appeals Board, the Downtown Development Authority, the Human Relations Commission, the Museum Board, the Water and Sewer Board and the Youth Commission.

New applicants were interviewed by two council members on June 2, 2026. Interviews are conducted on a monthly basis by two council members for applicants who have applied to fill open vacancies or expiring terms.

## Fiscal Impact:

Does this item create a fiscal impact on the City of Greeley? No

## Legal Issues:

The City Attorney's Office reviewed the applications and advised of potential conflicts of interest. It should be noted that there is a possibility that the applicants currently serve as a volunteer on a board or

commission besides the one they are applying to. It is also important to point out to the applicants that there are always potential conflicts that exist with business and investments, current jobs or relatives and family members coming before the Board or Commission. Should such conflicts arise, the Board or Commission member simply recuses themselves from that particular item. Such a potential conflict does not preclude anyone from serving on a Board or Commission in general, just that particular agenda item.

*Other issues and Considerations:*

None

*Strategic Focus Area:*

Business Growth  
Community Vitality  
High-Performance Government  
Housing For All  
Infrastructure and Mobility  
Quality of Life  
Safe and Secure Communities

*Decision Options:*

1. Appoint or reappoint the individuals to serve on an applicable board or commission
2. Direct staff to re-advertise applicable vacancy

*Council's Recommended Action:*

No motion is necessary. The City Council's Policies and Protocol authorize appointment of Board and Commission members by written ballot, which can be used in lieu of a motion or voice vote for individual or multiple appointments. This policy was adopted by Council as a time-savings measure. Accordingly, a ballot is attached for Council's use in making appointments. Candidates receiving a majority vote (at least 4 votes) are appointed with no further action needed by Council.

*Attachments:*

1. Sample Ballot



Applicants for the boards and/or commissions listed below are in alphabetical order and recommendations from the interview team are shown in bold. Virtual interviews are customarily held on the second week of each month, and appointments are decided during the second City Council meeting (third week of the month).

\*\*\*\*\* BALLOT \*\*\*\*\*

Commission on Disabilities
<i>3 Positions: 3 Year Term</i>
<input type="checkbox"/> <b>MARTHA KYLER (I)</b> <input type="checkbox"/> <b>TODD PAGE (I)</b> <input type="checkbox"/> (Recruit for Additional Applicants)

Museum Board
<i>2 Positions: 3 Year Term</i>
<input type="checkbox"/> <b>SHAN CRAVEN</b> <input type="checkbox"/> (Recruit for Additional Applicants)

Construction Trades Advisory and Appeals Board
<i>2 Positions: 3 Year Term</i>
<input type="checkbox"/> <b>DAVID POWELL (I)</b> <input type="checkbox"/> (Recruit for Additional Applicants)

Water and Sewer Board
<i>1 Position: 5 Year Term</i>
<input type="checkbox"/> <b>CHERI WITT-BROWN (I)</b> <input type="checkbox"/> (Recruit for Additional Applicants)

Downtown Development Authority
<i>3 Positions: 4 Year Term</i>
<input type="checkbox"/> <b>MATTHEW ESTRIN (I)</b> <input type="checkbox"/> <b>MATTHEW HORTT (I)</b> <input type="checkbox"/> <b>BRIAN SEIFRIED (I)</b> <input type="checkbox"/> (Recruit for Additional Applicants)

Youth Commission
<i>4 Positions: 2 Year Term</i>
<input type="checkbox"/> <b>LEVI ALDRIDGE (I)</b> <input type="checkbox"/> <b>PHYNIX STULL (I)</b> <input type="checkbox"/> (Recruit for Additional Applicants)

Human Relations Commission
<i>1 Position: 3 Year Term</i>
<input type="checkbox"/> <b>LISA BERNAL</b> <input type="checkbox"/> Roxanne Schroeder <input type="checkbox"/> (Recruit for Additional Applicants)

**Comments:**  
 (I) = Incumbents



## 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

## June 14 – July 11, 2026

---

### **Tuesday, June 16, 2026**

- City Council Meeting 6 p.m. City of Greeley Council Chambers (1001 11<sup>th</sup> Ave Greeley CO 80631)

### **Wednesday, June 17, 2026**

- Water & Sewer Board Meeting 2 p.m. City of Greeley Council Chambers (1001 11th Ave Greeley CO 80631)
- Greeley Police Department Retirement Event 3 p.m. Greeley Police Department (2875 W 10th St, Greeley, CO 80634); Kent Donahue Room
- Greeley Police Department Mid-Year Awards Ceremony 5:30 p.m. Greeley Police Department (2875 W 10th St, Greeley, CO 80634)

### **Thursday, June 18, 2026**

- Downtown Development Authority 7:30 a.m. (802 9th Street, Greeley CO 80631)
- Airport Authority 3:00 p.m. Greeley-Weld Airport (600 Airport Road, Greeley CO 80631)

### **Saturday, June 20, 2026**

- Big Buckle Ball 5 p.m. Island Grove Regional Park (501 N 14th Ave, Greeley, CO 80631)

---

### **Monday, June 22 -25, 2026**

- CML 104th Annual Conference 8 a.m. Westminster, Colorado

### **Monday, June 22, 2026**

- Greeley Chamber of Commerce 11:30 a.m.

### **Tuesday, June 23, 2026**

- City Council Work Session Meeting - Cancelled

---

**Thursday, July 2, 2026**

- Island Grove Advisory Board 3:30 p.m. (600 N. 14<sup>th</sup> 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)

**Saturday, July 4, 2026**

- Greeley Stampede 4th of July Parade 8 a.m. Location TBD
- 

**Tuesday, July 7, 2026**

- City Council Meeting 6 p.m. City of Greeley Council Chambers (1001 11<sup>th</sup> Ave Greeley CO 80631)

## 2026 Council Meeting/Work Session Agenda Items Schedule

06/10/2026

This schedule is subject to change

June 23, 2026 City Council Work Session	Cancelled		
July 7, 2026 City Council Meeting			
	Proclamation - Parks & Rec Month	Mayor	Intro
	Minutes - June 2 Regular Meeting; June 9 WS	Heidi Leatherwood	Consent
	Resolution - Arroyos Del Sol Annexation Substantial Compliance	Doug May/Don Threewitt	Consent
	Resolution - Reimbursement 2026 Stormwater Bonds	Robert Miller	Consent
	Resolution - Homeless Solutions Department Grant Award and Spending Authority Olmstead Grant 2026-2027	Mandy Shreve	Consent
	Resolution - UNC Appointment to Human Relations Commission	Jennifer Middleton	Consent
	Resolution to Initiate Litigation (HOLD)	Bobbier Cranston	Consent
	Intro & 1st Rdg Ord approving Contractor Licensing	Matt Wagy	Consent
	Intro & 1st Rdg Ord - amending Title 16, Chapter 1, and Title 20, Chapter 3 references to City Hall	Kelli Johnson	Consent
	PH & 2nd Rdg Ord approving City of Greeley and Greeley Fire Fighters L888 contract	Kimberly Southern	Regular
	Polling Results	Kalen Myers	Regular
	2027 Budget Update Kelli and departments (2nd half)	Nathan Mosley	Regular
July 14, 2026 City Council Work Session			
	Sign and Landscape Code Update	Caleb Jackson/Buxton Demers	WS
	Development Code Update	Caleb Jackson	WS
	2027 Budget Update Kimberly and departments	Nathan Mosley	WS
	2027 Budget Update Bret and Departments	Nathan Mosley	WS
July 21, 2026 City Council Meeting			
	Minutes - June 16 & July 7 Regular Meeting	Heidi Leatherwood	Consent
	PH & 2nd Rdg Ord approving Contractor Licensing	Matt Wagy	Consent
	PH & 2nd Rdg Ord - amending Title 16, Chapter1, and Title 20, Chapter 3 references to City Hall	Kelli Johnson	Regular
	B&C Appointments	Jennifer Middleton	Regular
	Hold for any remaining 2027 Budget Updates	Nathan Mosley	Regular
July 28, 2026 City Council Work Session			
	2027 Budget Update	Nathan Mosley	
	Comprehensive Financial Policies (Tentative)	Kirk Jones	WS
August 4, 2026 City Council Meeting			
	Proclamation - Monster Day 10th Anniversary	Mayor	Intro
	Resolution - 2026 HUD Annual Action Plan	Deb Callies	Consent
	Resolution - HPLN Grant Agreement & Fund Appropriation	Deb Callies	Consent
	Intro & 1st Rdg Ord - Great Western Industrial Park Annexation No. 1 -15	Michael Franke/Don Threewitt	Consent
	Intro & 1st Rdg Ord - Great Western Industrial Park Zoning No. 1 - 15	Michael Franke/Don Threewitt	Consent
	Intro & 1st Rdg Ord - Arroyos Del Sol Annexation	Doug May/Don Threewitt	Consent
	Intro & 1st Rdg Ord - Arroyos Del Sol Zoning	Doug May/Don Threewitt	Consent
August 11, 2026 City Council Work Session			
	Planning Commission Interviews	Jennifer Middleton	WS
	Quarter 2 Finance Update	Robert Miller	WS
August 18, 2026 City Council Meeting			
	Resolution - Comprehensive Financial Policies (Tentative)	Kirk Jones	Consent
	B&C Appointments	Jennifer Middleton	Regular
	PH & 2nd Rdg Ord - Great Western Industrial Park Annexation No. 1 -15	Michael Franke/Don Threewitt	Regular
	PH & 2nd Rdg Ord - Great Western Industrial Park Zoning No. 1 - 15	Michael Franke/Don Threewitt	Regular
	PH & 2nd Rdg Ord - Arroyos Del Sol Annexation	Doug May/Don Threewitt	Regular
	PH & 2nd Rdg Ord - Arroyos Del Sol Zoning	Doug May/Don Threewitt	Regular



## Council Agenda Summary

*Title*

Adjournment