



Mayor

John Gates

Councilmembers

Jonathan Smail
Ward I

Brett Payton
Ward II

Michael Fitzsimmons
Ward III

Dale Hall
Ward IV

Stacy Suniga
At-Large

Robb Casseday
At-Large

A City Achieving
Community Excellence

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

City Council Agenda

May 07, 2019 at 6:30 PM

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

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

Consent Agenda

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

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

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- [9.](#) Approval of the City Council Proceedings of April 16, 2019
 - [10.](#) Acceptance of the Report of the April 23, 2019, City Council Worksession
 - [11.](#) Consideration of a resolution of the Greeley City Council authorizing the City to enter into a Memorandum of Understanding with the Weld County Sheriff's Office regarding Greeley-Weld Bomb Squad Operations
 - [12.](#) Consideration of a resolution authorizing the City of Greeley's participation in the Metro Mortgage Assistance Plus Program, and authorizing the execution of the delegation and participation agreement and other documents in connection therewith
 - [13.](#) Consideration of a resolution authorizing the City to enter into a Memorandum of Understanding with the City of Fort Collins, the Town of Windsor, Carestream Health, Inc., Boxelder Sanitation District, South Fort Collins Sanitation District, and Leprino Foods Company regarding water

Quality monitoring on the Lower Cache la Poudre River

- [14.](#) Consideration of a resolution authorizing the City of Greeley to enter into a Bilateral Non-Disclosure Agreement between the City of Greeley and the City of Thornton
- [15.](#) Consideration of the Fifth Amendment to the Development Agreement between Leprino Foods and the City of Greeley concerning continuation of a sales and use tax waiver
- [16.](#) Introduction and first reading of an ordinance amending Sections 2.07.040, 4.20.160, and 4.20.190 of the Greeley Municipal Code regarding Intergovernmental Agreements, Change Orders, and Contract Types
- [17.](#) Introduction and first reading of an Ordinance changing the official zoning map of the City of Greeley, Colorado, from PUD (Planned Unit Development) to C-H (Commercial High Intensity) zoning for approximately 1.62 acres of property known as the 2700 and 2720 35th Avenue Rezone
- [18.](#) Introduction and first reading of an ordinance changing the official zoning map of the City of Greeley, Colorado, from PUD (Planned Unit Development) to PUD (Planned Unit Development) to allow for the additional uses within the Promontory PUD, Area B only, of churches, schools and recreational areas, for property located south of Highway 34 Business (10th Street), west of Promontory Parkway, east of Promontory Circle and north of 16th Street
- [19.](#) Introduction and first reading of an Ordinance correcting the legal description and annexation title contained in Ordinance No. 47, 2017, regarding the annexation of property known as the Signature Bluffs Natural Area Annexation, No. 3, located east of 83rd Avenue and the Poudre River Learning Center and north of Poudre River Road
- [20.](#) Introduction and first reading of an Ordinance correcting the legal description and annexation title contained in Ordinance No. 15, 2017, regarding the annexation of property known as the Cottonwood Bend Natural Area Annexation No. 3, located east of 59th Avenue and north of F Street
- [21.](#) Introduction and first reading of an Ordinance correcting the legal description and annexation title contained in Ordinance No. 17, 2017, regarding the annexation of property known as the Cottonwood Bend Natural Area Annexation No. 5, located east of 59th Avenue and north of F Street

End of Consent Agenda

- [22.](#) Pulled Consent Agenda Items
- [23.](#) Public hearing and final reading of an ordinance annexing to the City of Greeley, Colorado, certain unincorporated territory located in Weld County, Colorado, known as the 2034 Enclave Annexation, generally located north of Highway 34 Bypass and south of 20th Street, between 83rd Avenue and 95th Avenue
- [24.](#) Scheduling of Meetings, Other Events
- [25.](#) Consideration of a motion authorizing the City Attorney to prepare any required resolutions, agreements, and ordinances to reflect action taken by the City Council at this meeting and

at any previous meetings, and authorizing the Mayor and City Clerk to sign all such resolutions, agreements and ordinances

26. Adjournment

Council Agenda Summary

May 7, 2019

Agenda Item Number 1

Title

Call to Order

Council Agenda Summary

May 7, 2019

Agenda Item Number 2

Title

Pledge of Allegiance

Council Agenda Summary

May 7, 2019

Agenda Item Number 3

Title

Roll Call

Summary

Mayor Gates

Councilmember Smail

Councilmember Payton

Councilmember Casseday

Councilmember Fitzsimmons

Councilmember Suniga

Councilmember Hall

Council Agenda Summary

May 7, 2019

Agenda Item Number 4

Title

Recognitions and Proclamations

Summary

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

Mayor Gates will present proclamations for *National Travel & Tourism* week (May 5 – 11, 2019) which recognizes the significance of the economic benefits of travel; *National Kids to Park Day* (May 18, 2019) which empowers kids and encourages families to get outdoors and visit parks to lead a more active lifestyle; *Historic Preservation Month* (May, 2019) which recognizes historic preservation as an effective tool for revitalizing neighborhoods, fostering local pride, realizing economic growth and maintaining community character; and *Mental Health Month* (May, 2019) which recognizes government agencies, public and private institutions, businesses and schools that commit to increasing awareness and understanding behavioral health and the need for appropriate, accessible services for all citizens.

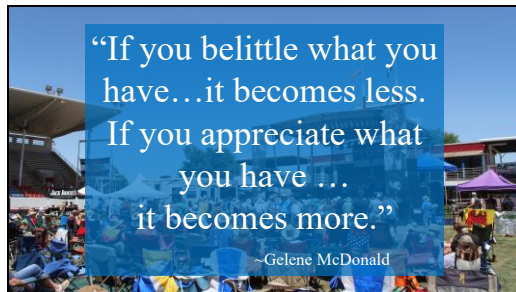
Attachments

May 7, 2019 What's Great about Greeley Report
National Travel & Tourism Week Proclamation
National Kids to Parks Day Proclamation
Historic Preservation Month Proclamation
Mental Health Month Proclamation

Slide 1



Slide 2



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

Slide 3



Awards season is upon us! The Greeley Tribune received five awards at the Colorado Associated Press Editors and Reporters annual contest for journalism excellence including a first place finish in Online Breaking News. The Tribune also nabbed an additional 33 awards at the Colorado Press Association annual awards taking first in several advertising categories, Best environmental story, Best headline writing, Best health enterprise/health feature story, Best feature page design, General excellence, and was the 2018 advertising sweepstakes winner.

Slide 4



Greeley has been named the “Best Up and Coming Market in Colorado” by Insurify. The ranking is based on increased home values over the past decade, home value forecasts, current year-over-year median sales price trends, 2018 building permits, and share of homeowners.

Slide 5



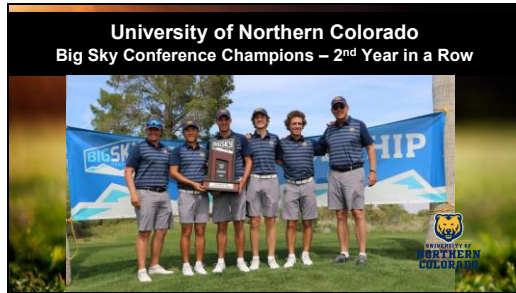
Three University of Northern Colorado football players have been named to the National Football Foundation and College Football Hall of Fame Hampshire Honor Society. They include offensive lineman Fisayo Awolaja (Fah-say-Oh A-wall-a-jah), linebacker Henry Stelzner and defensive lineman Tank Terrell. Not to be outdone, fifteen Northern Colorado football student-athletes were honored by Colorado Chapter of the National Football Foundation and College Football Hall of Fame as 2018 Academic All-Colorado. Of the 15 honorees, 10 earned first team honors.

Slide 6



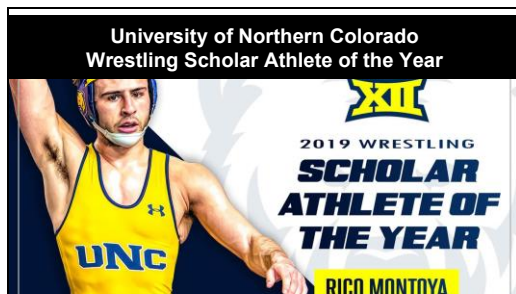
Congratulations to UNC Bear Beah Cruz for winning the 2019 Big Sky Women's Golf Individual Player of the Year and earning a spot on the All-Tournament Team.

Slide 7



University of Northern Colorado men's golf team won the Big Sky Conference Championship title for the second year in a row. They now advance to the NCAA Regional competition.

Slide 8



And one more from UNC athletics....wrestler Rico Montoya was named the 2019 Big 12 Wrestling Scholar-Athlete of the Year, the first award winner in program history. In his senior year, Roco earned a 4.0 GPA while working towards his master's degree.

Slide 9



The city of Greeley has been selected by Xcel Energy to be the first community in the nation to paint and wrap artwork on Xcel utility cabinets. You may have noticed artwork on city-owned traffic utility cabinets. With this expanded opportunity, we'll now enjoy event more art around town. Two electrical boxes within the City of Greeley have been chosen for the pilot program and applications from artists are being accepted by May 10th.

Slide 10



Weld County Regional Communications has been awarded the Communications Center of the Year award by the Colorado combined chapter of the National Emergency Number Association and the Association of Public-Safety Communications Officials.

Slide 11



Former Greeley City Manager, Pete Morrell, recently received the Facilitator of the Year Award in the Americas and the USA Servant's Heart Award from Leadership Management International, Inc. whose mission is to develop leaders and organizations to maximize their full potential, whether it be on a person, family, or organizational level.

Slide 12



And that's What's Great About Greeley.



National Travel & Tourism Week

WHEREAS, travel has a positive effect on Greeley, Colorado, and the nation's economic prosperity and image abroad; and

WHEREAS, travel impacts business productivity and individual travelers' well-being; and

WHEREAS, travel to and within the U.S. provides significant economic benefits for the nation, generating more than \$2.4 trillion in economic output in 2017, with nearly \$1 trillion spent directly by travelers; and

WHEREAS, travel is among the largest private-sector employers in the U.S., supporting 15.6 million jobs in 2017, including 8.8 million directly in the travel industry and 6.8 million in other sectors; and

WHEREAS, traveler spending directly generated tax revenues of \$164.7 billion for federal, state and local governments, funds used to support essential services and programs; and

WHEREAS, Greeley saw more than 436,964 visitors last year. Tourism and visitors to Greeley brought in more than \$30 million to our local economy in 2018; and

WHEREAS, meetings, events and incentive travel are core business functions that help companies strengthen business performance, educate employees and customers and reward business accomplishments, which in turn boosts the U.S. economy. In 2017, domestic and international business travelers spent \$317.2 billion; and

WHEREAS, leisure travel, which accounts for more than three-quarters of all trips taken in the U.S., spurs countless benefits to travelers' health and wellness, creativity, cultural awareness, education, happiness, productivity, and relationships; and

WHEREAS, travel is a pillar of economic growth, creating jobs at a faster rate than other sectors; and

WHEREAS, welcoming visitors from near and far always has been, and always will be, the enduring ethos of the travel industry and Greeley; and

WHEREAS, travel matters to Greeley and Weld County.

NOW, THEREFORE, I, John Gates, by virtue of the authority vested in me as Mayor of the City of Greeley, do hereby proclaim May 5 - 11, 2019, as **National Travel and Tourism Week** in Greeley, and urge residents of Greeley to join me in this special observance with appropriate events and commemorations.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the official seal of the City of Greeley, Colorado, this 7th day of May, 2019.

John Gates
Mayor



National Kids to Parks Day

WHEREAS, May 18, 2019, is the eighth Kids to Parks Day organized and launched by the National Park Trust held annually on the third Saturday of May; and

WHEREAS, Kids to Parks Day empowers kids and encourages families to get outdoors and visit America's parks; and

WHEREAS, it is important to introduce a new generation to our nation's parks; and

WHEREAS, we should encourage children to lead a more active lifestyle to combat the issues of childhood obesity, diabetes mellitus, hypertension and hypercholesterolemia; and

WHEREAS, Kids to Parks Day is open to all children and adults across the country to encourage a large and diverse group of participants; and

WHEREAS, Kids to Parks Day will broaden children's appreciation for nature and the outdoors.

NOW, THEREFORE, I, John Gates, by virtue of the authority vested in me as Mayor of the City of Greeley, do hereby proclaim May 18, 2019, as National Kids to Parks Day and urge the residents of our community to make time on that day to take the children in their lives to a neighborhood, state or national park.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the official seal of the City of Greeley, Colorado, this 7th day of May, 2019.

John Gates
Mayor



HISTORIC PRESERVATION MONTH

WHEREAS, historic preservation is an effective tool for revitalizing neighborhoods, fostering local pride, realizing economic growth, and maintaining community character, and is relevant for communities across the nation, both urban and rural, and for Americans of all ages, all walks of life and all ethnic backgrounds; and

WHEREAS, it is important to celebrate the role of history in our lives and the contributions made by dedicated individuals in helping to preserve the tangible aspects of the heritage that has shaped us as a people; and

WHEREAS, the City of Greeley, the Greeley Historic Preservation Commission and Historic Greeley, Inc. desire to collaborate in honoring Greeley's and Colorado's historic resources and sites; and

WHEREAS, May is Historic Preservation Month, and in recognition of this month the Greeley Historic Preservation Commission is presenting the Historic Preservation Month celebration on Thursday, May 9th with presentation of awards and a presentation about architect William Bowman at the Greeley Masonic Temple, a free walking tour of the Allnutt Funeral Services Building at 702 13th Street on May 20th at 6:30 p.m., and a History Brown Bag talk on Manzanar: An American Concentration Camp on Thursday, May 23rd at noon at the Greeley History Museum.

NOW, THEREFORE, I, John Gates, by virtue of the authority vested in me as Mayor of the City of Greeley, do hereby proclaim May 2019, as Historic Preservation Month and call upon the people of Greeley to join their fellow citizens across the United States in recognizing and participating in this special observance.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the official seal of the City of Greeley this 7th day of May, 2019.

John Gates
Mayor



MAY IS MENTAL HEALTH MONTH

WHEREAS, mental health is essential to everyone's overall physical health and emotional well-being; and

WHEREAS, with early and effective treatment, individuals with mental illness or substance use disorders can recover and lead full, productive lives; and

WHEREAS, we lost 50 youth, adults, and seniors to suicide in Weld County in 2018; and

WHEREAS, access to local, community-based prevention, intervention, and treatment services are much less likely to require more expensive alternatives of hospitalization or incarceration; and

WHEREAS, integrated physical and behavioral healthcare has been successful in Weld County through collaborations between North Range Behavioral Health and community health centers; and

WHEREAS, as of December 2014, without regard for ability to pay, our citizens have access to 24/7 Crisis Services for mental health and addiction crises in Weld County and throughout the state; and

WHEREAS, Greeley is a healthier community because of the collaborative work we do with our partners in School District 6, human services, Greeley Police and Fire, North Colorado Health Alliance, United Way, and many others; and

WHEREAS, North Range Behavioral Health observes nationally-recognized Mental Health Month every May to raise awareness about mental health and addictive disorders, and the importance of prevention and mental wellness.

NOW, THEREFORE, I, John Gates, by virtue of the authority vested in me as Mayor of the City of Greeley, do hereby proclaim May 2019, as **MENTAL HEALTH MONTH** in Greeley and call upon the citizens, government agencies, public and private institutions, businesses and schools to recommit our community to increasing awareness and understanding of behavioral health, and the need for appropriate and accessible services for all citizens.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the official seal of the City of Greeley, Colorado, this 7th day of May, 2019.

John Gates
Mayor

Council Agenda Summary

May 7, 2019

Agenda Item Number 5

Title

Citizen Input

Summary

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

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

Council Agenda Summary

May 7, 2019

Agenda Item Number 6

Title

Approval of the Agenda

Council Agenda Summary

May 7, 2019

Agenda Item Number 7

Title

Reports from Mayor and Councilmembers

Summary

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

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

Council Agenda Summary

May 7, 2019

Agenda Item Number 8

Title

Petitions from Mayor and Councilmembers

Summary

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

Petitions will generally fall into three categories:

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

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

Attachments

Status Report of Council Petitions and Related Information

Greeley City Council

Status Report of Council Petitions

Council Request		Council Meeting, Worksession, or Committee Meeting Date Requested	Status or Disposition (After completion, item is shown one time as completed and then removed.)	Assigned to:
04-2019	Councilmember Payton requested the City Attorney's Office prepare a Safe Harbor Ordinance in response to the Red Flag Bill currently making its way through the Colorado Legislature.	March 19, 2019 Council Meeting	An update on the Red Flag Bill and its impact on Greeley was provided at the April 23 rd Worksession at which time Council directed staff to prepare an ordinance for introduction at the May 21, 2019 Council Meeting.	Doug Marek

Consent Agenda

May 7, 2019

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

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

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

Council's Recommended Action

To approve Items No. ____ through ____ or

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

Council Agenda Summary

May 7, 2019

Agenda Item Number 9

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

Title:

Approval of the City Council Proceedings of April 16, 2019

Summary:

A meeting of the City Council was held on April 16, 2019, in Council's Chambers at the City Center South Campus, 1001 11th Avenue, Greeley, Colorado.

Decision Options:

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

Council's Recommended Action:

A motion to approve the City Council proceedings as presented.

Attachments:

April 16, 2019 Proceedings

City of Greeley, Colorado
CITY COUNCIL PROCEEDINGS
 April 16, 2019

1. Call to Order

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

2. Pledge of Allegiance

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

3. Roll Call

Cheryl Aragon, Deputy City Clerk, called the roll. Those present were Mayor Gates and Councilmembers Robb Casseday, Michael Fitzsimmons, Dale Hall, Brett Payton, and Jon Smail. Councilmember Stacy Suniga was excused.

4. Recognitions and Proclamations

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

Mayor Gates presented two Proclamations; one for Education and Sharing Day and the other recognized Arbor Day.

5. Citizen Input

Adrianna Pieren-Medina, Greeley resident, addressed Council about underage smoking at her high school and noted that having a smoker's corner encourages smoking. She stated that there are a lot of students selling cigarettes for \$1, and 40 percent of smokers are freshmen, sophomores and juniors. She stressed that this behavior could lead to health issues for these young kids.

Victor Arredando, Greeley resident, expressed concern with street lights in Greeley and noted that they are too quick to turn from green to yellow then red and could cause accidents. He made a special note about the lighted intersection at 10th Avenue and 16th Street, which Mayor Gates indicated he would have staff take a look at.

Lowry Moyer, Faith and Development Director for Greeley Weld Habitat, was present and spoke of the Greeley Urban Renewal Authority's (GURA's) part in local homeownership. She thanked the Greeley City Council for those investments and improvements and shared all the ways that Habitat also contributes to the community. She stated that she values their relationship with GURA and the City of Greeley and looks forward to Workforce Initiatives.

Ifra Hirsi, Greeley Central student, expressed concern that there are not sufficient mosques in this community where people can pray in peace. Mayor Gates encouraged her to reach out to her school principal.

6. **Approval of Agenda**

The agenda was approved as presented upon noting Replacement Documentation for Item No. 21.

7. **Reports from Mayor and Councilmembers**

Mayor Gates spoke of Greeley's Sister City program and the visitors who arrived to Greeley that afternoon bearing gifts for the City. He extended a warm welcome to those visitors and the families hosting them.

8. **Petitions from Mayor and Councilmembers**

There were no petitions offered.

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

9. **Approval of the City Council Proceedings of April 2, 2019**

The Council action recommended was to approve the Proceedings.

10. **Acceptance of the Report of the April 9, 2019, City Council Worksession**

The Council action recommended was to accept the Report.

11. **Consideration of a resolution authorizing the Chief of Police to enter into a Memorandum of Understanding with the Weld County Department of Human Services regarding protocols for the notification and investigation of child abuse and neglect**

The Council action recommended was to adopt the Resolution. **(Resolution No. 14, 2019)**

12. **Introduction and first reading of an ordinance annexing to the City of Greeley, Colorado, certain unincorporated territory located in Weld County, Colorado, known as the 2034 Enclave Annexation, generally located north of Highway 34 Bypass and south of 20th Street, between 83rd Avenue and 95th Avenue**

The Council action recommended was to introduce the Ordinance and schedule the Public Hearing and final reading for May 7, 2019.

13. **Consideration of a change order to the purchase order with J&T Consulting (J&T) for engineering design services for Phase 2 of the Bellvue Intake Structure Maintenance Project (Project), increasing the purchase order from \$47,580.00 to \$60,850.00 (an increase of approximately 28%)**

The Council action recommended was to approve the Change Order. **(Change Order No. 1, 2019)**

14. **Consideration of the City of Greeley's Consolidated Annual Performance and Evaluation Report (CAPER) for Program Year 2018 and Analysis of Impediments to Fair Housing report and plan for Submission to the U. S. Department of Housing and Urban Development**

The Council action recommended was to approve the recommendations of the Greeley Urban Renewal Authority Board and approve the reports.

15. Consideration of Community Priorities and Recommendation for the HUD-required Five-year Consolidated Plan

The Council action recommended was to adopt the recommendations of the Greeley Urban Renewal Authority for Community Priorities for the HUD-required Five-year Consolidated Plan.

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

Councilmember Hall moved, seconded by Councilmember Casseday to approve the items on the Consent Agenda and their recommended actions. The motion carried: 6-0 (Suniga excused)

16. Pulled consent agenda items

No items were pulled from the Consent Agenda.

17. Public hearing and final reading of an ordinance annexing to the City of Greeley, Colorado, certain unincorporated territory located in Weld County, Colorado, known as the Jackson Annexation, located at 245 83rd Avenue

Brad Mueller, Community Development Director, reported that he would provide one report for Item Nos. 17 and 18.

He stated that the applicants propose to annex a 38.41 acre parcel of unincorporated property located at 245 83rd Avenue and that due to the parcel's contiguity to the City of Greeley, annexation is required of the applicants in order to obtain City water service, per City policy.

He went on to report that the applicant's approached Weld County with a proposal to subdivide a parcel of land and construct a single-family home. Through inter-jurisdictional review and coordination, the applicants were allowed to complete the recorded exemption process through the County to divide their property, and receive a building permit for the construction of the single-family home with the agreement that the residence would not be able to connect to City water until annexed.

Mr. Mueller went on to report on the criteria to be considered with this type of request. He also spoke of the City's public notice efforts and the Planning Commission's conversations about this request.

Mayor Gates inquired about the concerns about getting a water tap, and Mr. Mueller advised that the house would get a water tap. He stated that the other properties do have a loop system on City water which was part of a long-standing agreement as the City acquired water rights. Water pressure is low so this would increase that, and other properties would not be required to annex in.

In response to a question from Councilmember Hall, Mr. Mueller advised that there is one-sixth contiguity along the western border with the Poudre River Ranch development just to the north.

Mayor Gates opened the public hearing at 7:12 p.m.

Floyd Weiderspoon, resident, expressed opposition because this sets on an island off of 83rd Avenue. He added that he does not oppose the water tap and does not desire to come into the city.

There being no other public comments offered, Mayor Gates closed the Public Hearing 7:16 p.m.

In response to questions from Councilmember Casseday, Sean Chambers, Water and Sewer Director, stated that water policy does require annexation into the city limits for those being served. He stated this area is changing and mixed uses will start to happen soon. He added that elevation from Bellevue is really dragging pressure here and that it would not be in the best interest of the City to be serving those outside the city.

Councilmember Payton moved, seconded by Councilmember Hall to direct the City Attorney to prepare a resolution setting forth the Council's findings and conclusions that: 1) the applicable parts of the Colorado Revised Statutes, Sections 31-12-104 and 31-12-1-5 are met; 2) an election is not required; and 3) there are no additional terms and conditions imposed. The motion carried: 6-0 (Suniga excused) **(Resolution No. 17, 2019)**

Councilmember Payton moved, seconded by Councilmember Hall to adopt the findings of the Planning Commission that, based on the project summary and accompanying analysis, the proposed annexation meets the requirements of the Development Code criteria of Section 18.26.050(a) as follows: 1) the annexation is in conformance with the City's Comprehensive Plan policies; 2) adequate services are, or will be, available to support anticipated development; 3) the annexation provides a continual and rational boundary; 4) the annexation is needed to accommodate future land use requirements; 5) the annexation promotes geographic balance of the city's land use pattern; and the proposed annexation meets State statutory requirements; and, therefore, adopt the ordinance and publish it by reference to title only. The motion carried: 6-0 (Suniga excused) **(Ordinance No. 18, 2019)**

18. Public hearing to consider a request to establish R-E (Residential Estate) zoning on approximately 38.41 acres of property located at 245 83rd Avenue, and a public hearing and final reading of an ordinance changing and affirming the official zoning map of the City of Greeley, Colorado

The report for this item was given under Item 17 above.

Mayor Gates opened the public hearing at 7:27 p.m., and no comments were offered.

Councilmember Payton moved, seconded by Councilmember Hall that based on the project summary and accompanying analysis, the proposed establishment of zoning to R-E (Residential Estate) zone district meets Development Code Section 18.30/070(b)(1-2); and therefore approve the establishment of zoning. The motion carried: 6-0 (Suniga excused)

Councilmember Payton moved, seconded by Councilmember Hall to adopt the map change ordinance and publish it by reference to title only. The motion carried: 6-0 (Suniga excused) **(Ordinance No. 19, 2019)**

19. Consideration of a resolution authorizing the Mayor to enter into an Intergovernmental Agreement Regarding Land Use, Growth Boundaries, and Future Annexations Between Kersey, Evans, and Greeley

Mr. Mueller reported that in 2018, the City committed to a work program item to develop an intergovernmental agreement with the Town of Kersey. Throughout the year, and after increasing the scope to include the City of Evans, a proposed agreement has been reached for Council's consideration.

He advised that Evans has approved this agreement, and Kersey is considering it now.

He referenced some minor changes, one of which was to correct the growth area to not include Garden City.

Mayor Gates opened the public hearing at 7:28 p.m., and no comments were offered.

Councilmember Hall moved, seconded by Councilmember Casseday to adopt the resolution. The motion carried: 6-0 (Suniga excused) **(Resolution No. 15, 2019)**

20. Consideration of a resolution of the Greeley City Council endorsing the candidacy of Councilmember Dale Hall for the Executive Board of the Colorado Municipal League

Councilmember Fitzsimmons moved, seconded by Councilmember Casseday to adopt the resolution. The motion carried: 6-0 (Suniga excused) **(Resolution No. 16, 2019)**

21. Appointment of applicants to the Citizen Budget Advisory Committee and Museum Board

See amendment handout for addition of Rodarte Community Center Advisory Board appointment.

Citizen Budget Advisory Committee – Ron Adams

Museum Board – Emily Burkhardt

Rodarte Community Center Advisory Board – Katie Butler and Daniel Reyez

22. Scheduling of meetings, other events

Roy Otto, City Manager, made note of the Council and staff attendance at the Annual Colorado Municipal League Conference in June. Councilmember Hall moved, seconded by Councilmember Casseday to cancel the June 18th Council meeting. The motion carried: 6-0 (Suniga excused)

Councilmembers confirmed that with regard to the trash issue, they want staff to pursue requiring every property to have trash service and clarified that they do not want any additional licensing components.

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

Councilmember Payton moved, seconded by Councilmember Casseday to approve the above authorizations, and the motion carried: 6-0 (Suniga excused)

24. Adjournment

There being no further business to come before the Council, Mayor Gates adjourned the meeting at 7:43 p.m.

John Gates, Mayor

Cheryl Aragon, Deputy City Clerk

Council Agenda Summary

May 7, 2019

Agenda Item Number 10

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

Title:

Acceptance of the Report of the April 23, 2019, City Council Worksession

Summary:

A City Council Worksession was held on April 23, 2019, in Council's Chambers at the City Center South Campus, 1001 11th Avenue, Greeley, Colorado.

Decision Options:

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

Council's Recommended Action:

A motion to accept the Report as presented.

Attachments:

April 23, 2019 Report

City of Greeley, Colorado
COUNCIL WORKSESSION REPORT
 April 23, 2019

1. CALL TO ORDER

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

2. PLEDGE OF ALLEGIANCE

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

3. ROLL CALL

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

4. 2019 PROPOSED HOUSING PLAN IMPLEMENTATION WORK PROGRAM

Ben Snow, Economic Health and Housing Director, provided a brief history of the 2019 Housing Plan. He continued by highlighting the recommended strategies from this plan and the potential implementation requirements including Ordinances, Council Action, and coordination between departments. Mr. Snow concluded by discussing the action items contained within the memo attached to this agenda item including completion timelines.

In response to questions from Councilmember Suniga relating to manufactured homes and development of affordable housing, Mr. Snow explained that the savings related to manufactured homes comes in the upfront cost of the home. He added that, in order to better incentivize developers to build affordable housing, the City would need to tweak its incentive formulas adding that staff would look into options for this. The expansion of the Greeley Home Ownership Program for Employees (GHOPE) could also help this effort.

Councilmember Fitzsimmons asked whether transportation issues like congestion were considered during the creation of or included in the Housing Plan. Mr. Snow explained that it was not included in this plan with Brad Mueller, Community Development Director, adding that it would be more appropriate for that topic to be considered within a transportation master plan or during the zoning/annexation process.

In response to a question from Councilmember Smail, Mr. Snow explained that the list of properties that are available for development are used as handouts to developers. He added that the City does create a vision/idea for certain properties and tries to partner with the right developer for the given vision.

Councilmember Payton asked what "partnering" means in the context of the Economic Health and Housing Department. Mr. Snow explained that the City is not in the housing business, but this typically refers to joint/venture partnerships between the City and developers.

5. REPORT: HOUSE BILL 19-1177, THE “DEPUTY ZACKARI PARRISH III VIOLENCE PREVENTATION ACT” (EXTREME RISK PROTECTIVE ORDER – “RED FLAG BILL”)

Doug Marek, City Attorney, provided a report on the status of the Red Flag Bill, which was recently signed into law by Governor Polis. Mr. Marek highlighted the materials contained within the agenda packet, provided a background of the law, and described the process of filing and executing this type of protective order. He continued by explaining that, once the State creates rules of procedure and guidelines, municipalities will have 30 days to adopt those rules of procedure or adopt an amended version. Mr. Marek added that the City Attorney’s Office is working with neighboring municipalities in creating protocols and rules of procedure. He concluded by explaining that protective orders will not be able to be filed before January 1, 2020, and he added that this law will likely be challenged in court before that date.

Councilmember Payton expressed his concern with the Constitutionality of this law adding that he believes it will put police officers in danger. He also expressed his desire for an Ordinance that outlines the Constitutional issues and police officer safety issues of this law.

Mr. Marek noted that the City would need to be a party to a court order to remove someone’s guns before we would have standing to challenge the law in court.

Councilmember Hall reiterated Councilmember Payton’s concerns and asked how this law would help fix the issue of mental health. Mr. Marek explained that the law does not require that someone have mental health issues before a protective order can be executed.

Councilmember Suniga expressed her belief that the intention of the law is good but that there are a number of issues with it including the fact that it does not address mental health or police officer safety. She added that she believe the City should wait to take any action, like an Ordinance, until we see whether the law is challenged in court.

Councilmember Casseday also expressed his concern about the Constitutionality of this law and for the potential for frivolous orders being filed.

Council reached consensus and directed the City Attorney to draft a Safe Harbor Ordinance that outlines Council’s opposition to the Red Flag Law.

Mr. Marek explained that this action will not keep the City from receiving court orders to execute protective orders in the future.

6. PRELIMINARY DISCUSSION OF WATER AND SEWER’S 2020 CAPITAL AND OPERATING BUDGETS

Roy Otto, City Manager, removed this item from the agenda and explained that it will be discussed later in the summer during the complete budget process.

7. MONTHLY FINANCIAL REPORT

Robert Miller, Budget Manager, provided the March Monthly Financial Report. He described the General Fund Summary, General Fund Revenue, and General Fund Expenditures noting a revenue increase of over \$1 million. Mr. Miller continued by highlighting the Sales Tax Distribution, Sales Tax Summary by Category, Retail Sales Tax, Property Tax, Franchise Fees and Telephone Tax, General Use Tax, Auto Use Tax, and Building Use Tax. He concluded by describing the Building Permit Valuations, Water Funds, Sewer Funds, Stormwater Funds, and Lodging Tax Revenues.

8. SCHEDULING OF MEETINGS, OTHER EVENTS

No additional meetings or other events were scheduled.

9. ADJOURNMENT

There being no further business to come before the Council, Mayor Gates adjourned the meeting at 6:12 p.m.

Jerry Harvey, Assistant City Clerk

Council Agenda Summary

May 7, 2019

Agenda Item Number 11

Key Staff Contact: Mark Jones, Police Chief, 970-350-9665

Title:

Consideration of a resolution of the Greeley City Council authorizing the City to enter into a Memorandum of Understanding with the Weld County Sheriff's Office regarding Greeley-Weld Bomb Squad Operations

Summary:

The City of Greeley Police Department and the Weld County Sheriff's Office intend to work together in an effort to investigate suspicious packages or items that may contain explosives. Pooling resources allows more efficient and effective work on large high risk or prolonged incidents.

Fiscal Impact:

Does this item create a fiscal impact on the City of Greeley?	N/A
If yes, what is the initial, or, onetime impact?	N/A
What is the annual impact?	N/A
What fund of the City will provide Funding?	N/A
What is the source of revenue within the fund?	N/A
Is there grant funding for this item?	N/A
If yes, does this grant require a match?	N/A
Is this grant onetime or ongoing?	N/A
Additional Comments:	This does not create a fiscal impact; it adjusts reimbursements and responsibilities of affiliate outside agencies.

Legal Issues:

The IGA has been reviewed by the City Attorney's Office.

Other Issues and Considerations:

None

Applicable Council Priority and Goal:

Public Safety

Decision Options:

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

Council's Recommended Action:

A motion to adopt the Resolution.

Attachments:

Resolution for MOU regarding Greeley-Weld Bomb Squad

IGA regarding Greeley-Weld Bomb Squad

THE CITY OF GREELEY, COLORADO

RESOLUTION _____, 2019

**A RESOLUTION OF THE GREELEY CITY COUNCIL
AUTHORIZING THE CITY TO ENTER INTO A MEMORANDUM
OF UNDERSTANDING WITH THE WELD COUNTY SHERIFF'S OFFICE
REGARDING GREELEY-WELD BOMB SQUAD OPERATIONS**

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

WHEREAS, CRS §§ 29-5-103 and 29-5-104 authorize the Weld County Sheriff (hereinafter "Sheriff") and the Chief of Police of the City of Greeley (hereinafter "Chief") to request temporary assignment of certified peace officers from other jurisdictions and to temporarily assign certified peace officers under their command to certain other jurisdictions and Colorado; and

WHEREAS, the Board of Weld County Commissioners, by resolution, has authorized the Weld County Sheriff's Office to enter into a mutual aid agreement in accordance with the Colorado Statute, CRS §§ 29-5-103 and 29-5-104, on the condition that each agreement is approved as to form by the Weld County Attorney's Office; and;

WHEREAS, the Weld County Sheriff's Office and Greeley Police Department realize critical incidents and major events may overextend available resources of individual Explosive Ordinance and Disposal Teams (hereinafter "EOD"); and

WHEREAS, on June 22, 2015 the City Council authorized the City to enter into a Memorandum of Understanding with the Weld County Sheriff's Office related to combining the EOD teams ("the 2015 MOU"); and

WHEREAS, by its term the 2015 MOU expired one month following the retirement of former Greeley Police Chief Garner; and

WHEREAS, the Greeley Police Department has determined it is in the best interests of the citizens of the City of Greeley to continue the Greeley-Weld Bomb Squad and therefore request that the City Council authorize execution of a new Memorandum of Understanding.

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

Section 1. The City Council hereby authorizes the City to enter into a Memorandum of Understanding with the Weld County Sheriff's Office authorizing Greeley-Weld Bomb Squad Operations, a copy of which is attached hereto and incorporated herein as Exhibit A.

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

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

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

ATTEST:

THE CITY OF GREELEY, COLORADO

City Clerk

Mayor

**Memorandum of Understanding
Weld County Sheriff's Office and Greeley Police Department
Greeley-Weld Bomb Squad Operations**

This Memorandum of Understanding (MOU) is entered into by and between the Weld County Sheriff's Office, 1950 0 Street Greeley Colorado 80631 (hereafter Sheriff) and Greeley Police Department, 2875 W 10th Street Greeley Colorado 80634, (hereafter Chief), to combine Explosive Ordinance and Disposal Teams, known as the Greeley-Weld Bomb Squad (hereafter "GWBS"), and utilize the combined GWBS services and resources, when necessary. In no event shall this MOU extend more than one month beyond the current term of office of signatory Sheriff and/or Chief of Police.

Whereas, CRS §§ 29-5-103 and 29-5-104 authorize the Weld County Sheriff (hereinafter "Sheriff") and the Chief of Police of the City of Greeley (hereinafter "Chief") to request temporary assignment of certified peace officers from other jurisdictions and to temporarily assign certified peace officers under their command to certain other jurisdictions and Colorado.

Whereas, the board of Weld County Commissioners, by resolution, has authorized the Weld County Sheriff's Office to enter into a mutual aid agreement in accordance with the Colorado Statute, CRS §§ 29-5-103 and 29-5-104, on the condition that each agreement is approved as to form by the Weld County Attorney's Office; and;

Whereas, the Weld County Sheriff's Office and Greeley Police Department realize critical incidents and major events may overextend available resources of individual EOD Teams; and

Whereas, the Sheriff and the Chief desire to execute an agreement to allow each respective agency's EOD Teams to combine and form the GWBS in accordance with each agency's Policy and Procedures.

Now, therefore, it is hereby agreed by and between the parties hereto:

1. This MOU shall commence on the date last executed by the duly authorized representatives of the parties to the MOU, and shall remain in full force and effect until terminated by either party upon sixty (60) days written notice, or as terminated by a written and signed MOU.
2. Each party to this MOU agrees to furnish to the other party such manpower and/or equipment necessary to support the GWBS operations.
3. All requests for activation of GWBS under the terms of this MOU shall be made by the GWBS Team Commander. GWBS activations may be made for, but are not limited to, investigating suspicious packages or items that may contain explosives, rendering safe any explosive devices, large scale high risk incidents, prolonged operations or any operation with expansive dynamics that require specialized explosive ordinance knowledge and device expertise.

4. The agency having primary jurisdiction over the activation scene shall utilize their Incident Commander to oversee the operation and to accept or decline the operational plan presented by the GWBS Team Commander.
5. In the event another jurisdiction/agency requests the utilization of the GWBS outside of the jurisdictional boundaries of the Greeley Police Department and Weld County Sheriff's Office, the GWBS Team Commander may authorize the GWBS activation.
6. The Sheriff and Chief shall appoint a GWBS Team Commander to administer and supervise GWBS operations. The GWBS Commander is responsible for ensuring an operational plan is implemented for each activation. The Chief shall also appoint a Team Leader, who has been certified as a Bomb Technician in accordance with criteria set forth by the FBI and/or the National Bomb Squad Advisory Board. The Team leader shall be responsible for the management of tactics, personnel deployment and equipment usage, under the supervision of the Bomb Squad Commander.
7. Temporary assignment of a certified officer to the GWBS from one jurisdiction to another pursuant to this MOU shall be only for performance of temporary duties relating to GWBS operations.
8. Certified peace officers temporarily assigned and performing duties pursuant to this MOU shall have full peace officer authority within Weld County and, City of Greeley during the temporary assignment.
9. Certified peace officers temporarily assigned and performing duties pursuant to this MOU are subject to the direction and control of the GWBS Team Commander.
10. GWBS officers shall abide by and perform their duties in accordance with their respective agency's policies and procedures. No officer shall follow any directive or order that is not authorized by, or is contrary to, his or her home agency's standard operational policies and procedures.
11. Complaints arising against the GWBS operator(s) as a result of a cooperative effort as it may pertain to the MOU shall be investigated by involved officer's agency. All incidents involving the shooting of a subject, whether intentional or accidental, shall be investigated by the 19th Judicial District Critical Incident Response Team.
12. The cost for equipment, training and resources for each certified officer assigned to the GWBS shall be the responsibility of the officer's home agency. The officer's home agency shall ensure that each officer assigned to the GWBS is afforded the time needed, and financial support, to become a certified bomb technician in accordance with guidelines established by the National Bomb Squad Commanders Advisory Board, and to maintain such certification. All equipment provided to the GWBS for joint use shall remain the property of the purchasing agency.
13. Each party to this MOU shall be responsible for compensation of the certified officers from their home agency during GWBS operations.
14. Notwithstanding any other provision of this Agreement to the contrary, no term or condition hereof shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection or other provisions of the Colorado Governmental Immunity Act, C.R.S. §24-10-101 et seq., as now existing or hereafter amended, and each party

fully retains all immunities and defenses provided by law with regard to any action, whether or tort, contract or any other theory of law. The provisions of this Agreement shall be controlled, limited and otherwise modified to limit the liability of the parties hereto to the above cited law.

15. The parties do not intend to create in any other individual or entity the status of the third party beneficiary and this MOU shall not be construed so as to create such status. The rights, duties and obligations contained in this MOU shall operate only between the parties to the MOU and shall insure solely to the benefit of the parties to this MOU.
16. Each party to this agreement shall be responsible for its own actions and any acts of negligence and that of its directors, officers, employees, agents and representatives in their performance of this Agreement. Neither party agrees to insure, defend or indemnify the other, except that the cost of any damage to equipment belonging to the certified peace officer or his employer while acting pursuant to this MOU for another jurisdiction shall be borne by the requesting agency.
17. By execution, each party certifies it has read and understands this MOU, agrees to be bound by the terms hereof, have the authority to execute and bind, and have received a signed and dated copy of the MOU.

IN WITNESS WHEREOF: the parties have executed this contract on the day and year first written above.

WELD COUNTY SHERIFF'S OFFICE

By: _____
Weld County Sheriff, Steve Reams

Date: _____

GREELEY POLICE DEPARTMENT

By: _____
Greeley Chief of Police, Mark Jones

Date: _____

THE CITY OF GREELEY, COLORADO
COMMISSIONERS:

By: _____
John Gates, Mayor

ATTEST:

City Clerk

Approved as to Substance:

By: _____
Roy Otto, City Manager

Approved as to Legal Form:

By: _____
City Attorney

Approved to Availability of Funds:

By: _____
Director of Finance

WELD COUNTY BOARD OF COUNTY

By: _____
Chairman

ATTEST:

Approved as to Legal Form:

By: _____
County Attorney

Council Agenda Summary

May 7, 2019

Agenda Item Number 12

Key Staff Contact: Ben Snow, Economic Health & Housing Director, 970-350-9384

Title:

Consideration of a resolution authorizing the City of Greeley's participation in the Metro Mortgage Assistance Plus Program, and authorizing the execution of the delegation and participation agreement and other documents in connection therewith

Summary:

In conjunction with efforts of the University District, the City of Greeley created and funded the G-HOPE down payment assistance program, which serves eligible homebuyers in the Redevelopment District in 2015. Urban Renewal staff manage this on behalf of the City and the program's success resulted in a second allocation of funds in 2017 to continue with the housing assistance.

Recently, the City and County of Denver contacted Greeley with an invitation to participate in its down payment assistance program as well. Under the "Metro Mortgage Assistance Program" Denver can offer down payment assistance to income-qualified homebuyers of up to 5% of the purchase price of the home. Much like Greeley's G-HOPE program the assistance is a forgivable second mortgage pro-rated basis over a 3-year period as long as the homebuyer continues to live at the residence. The home loan carries a 1% higher market interest rate, and is sold to the secondary market, which provides the program funding. The addition of this program would allow for new financial homebuyer assistance to the community for its more income-limited residents, which would be available citywide.

The City of Greeley would not have any financial obligations or management obligations with this program, but does have to authorize Denver to extend its program to the community. The Denver official who manages the program indicated that Denver acknowledges that commuters from other Front Range communities make up an important part of the area labor shed and that affordable housing is an important component needed to support this workforce. Several other Front Range communities also participate in this program, including the cities of Arvada, Aurora, Boulder, Brighton, Broomfield, Centennial, Commerce City, Dacono, Edgewater, Englewood, Golden, Lakewood, Littleton, Parker Sheridan, Thornton, Westminster, Wheat Ridge, and the Towns of Bennett, Firestone, Castle Rock, and Erie.

Fiscal Impact:

Does this item create a fiscal impact on the City of Greeley?	No
If yes, what is the initial, or, onetime impact?	
What is the annual impact?	

What fund of the City will provide Funding?	
What is the source of revenue within the fund?	
Is there grant funding for this item?	No
If yes, does this grant require a match?	
Is this grant onetime or ongoing?	
Additional Comments:	

Legal Issues:

This request is considered a legislative action. Since this is an intergovernmental agreement between the Cities of Greeley and Denver, City Council approval is required.

Other Issues and Considerations:

None

Applicable Council Priority and Goal:

Support for Economic Development and the adopted Housing Master Plan

Decision Options:

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

Council's Recommended Action:

A motion to adopt the Resolution.

Attachments:

Resolution
Program Summary

**CITY OF GREELEY, COLORADO
RESOLUTION _____, 2019**

**A RESOLUTION AUTHORIZING THE CITY OF GREELEY’S PARTICIPATION IN
THE METRO MORTGAGE ASSISTANCE PLUS PROGRAM, AND AUTHORIZING
THE EXECUTION OF THE DELEGATION AND PARTICIPATION AGREEMENT
AND OTHER DOCUMENTS IN CONNECTION THEREWITH**

WHEREAS, the State of Colorado (the “State”) Constitution Article XIV, Section 18(2)(a) provides that nothing in the Constitution shall prohibit any of the State’s political subdivisions from cooperating with one another to provide any service lawfully authorized to each of the cooperating units; and

WHEREAS, the City and County of Denver, Colorado (“Denver”) is authorized pursuant to its Home Rule Charter to promote the financing of mortgage loans for low- and moderate-income persons or families intended for use as the sole place of residence by the owners or intended occupants thereof; and

WHEREAS, Denver sponsors the Metro Mortgage Assistance Plus Program to provide competitive mortgage loans which will be coupled with down payment and closing cost assistance in connection with financing mortgage loans for low- and moderate- income persons or families intended for use as the sole place of residence by the owners or intended occupants thereof (the “Program”); and

WHEREAS, Denver has invited the City of Greeley (the “City”) to participate in the Program; and

WHEREAS, the City has the full legal authority to participate in the Program pursuant to its Home Rule Charter and the general powers granted to it in Title 29, Article 1, Section 203 of the Colorado Revised Statutes, as amended; and Title 31, Article 15, Section 101 *et seq.*, Colorado Revised Statutes, as amended (collectively, the “Act”); and

WHEREAS, the City desires to delegate to Denver the authority of the City to take action and exercise power under the Act on behalf of the City with respect to the Program within the City’s boundaries;

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

Section 1. In order to benefit the residents of the City, the Greeley City Council authorizes and approves its participation in the Program in connection with the financing of mortgage loans for low-and moderate-income families or persons intended for use as the sole place of residence by the owners or intended occupants thereof, and the City delegates to Denver the authority of the City to take action and exercise power under the Act on behalf of the City with respect to the Program.

Section 2. The Mayor is hereby authorized and directed to execute and deliver and the City Clerk is hereby authorized and directed to attest and deliver the

Delegation and Participation Agreement attached hereto as Exhibit A and such other agreements and certificates and to take such other actions as may be necessary or convenient to carry out and give effect to the City's participation in the Program.

Section 3. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of any such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Section 4. This Resolution shall become effective immediately upon its passage.

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

ATTEST:

GREELEY, COLORADO

City Clerk

By:

Mayor

DELEGATION AND PARTICIPATION AGREEMENT

This DELEGATION AND PARTICIPATION AGREEMENT, dated as of _____, 2019 (this “Delegation and Participation Agreement”), is by and between the City of Greeley, a city and political subdivision duly organized and existing under the laws and Constitution of the State of Colorado (“the City of Greeley”) and the CITY AND COUNTY OF DENVER, COLORADO, a legally and regularly created, established, organized and existing home rule charter city and political subdivision under the Constitution and statutes of the State of Colorado (“Denver”);

WHEREAS, the State of Colorado (the “State”) Constitution Article XIV, Section 18(2)(a) provides that nothing in the Constitution shall prohibit any of the State’s political subdivisions from cooperating with one another to provide any service lawfully authorized to each of the cooperating units; and

WHEREAS, Denver is authorized pursuant to its Home Rule Charter to promote the financing of mortgage loans for low- and moderate- income persons or families intended for use as the sole place of residence by the owners or intended occupants and to promote the public health, welfare, safety, convenience and prosperity of the people of Denver; and

WHEREAS, Denver sponsors the Metro Mortgage Assistance Plus Program to provide competitive mortgage loans which will be coupled with down payment and closing cost assistance in connection with financing mortgage loans for low- and moderate- income persons or families intended for use as the sole place of residence by the owners or intended occupants thereof (the “Program”); and

WHEREAS, Denver has invited the City of Greeley to participate in the Program; and

WHEREAS, the City of Greeley has the full legal authority to participate in the Program pursuant to [the general powers granted to it in Title 29, Article 1, Section 203 of the Colorado Revised Statutes, as amended; Title 31, Article 15, Section 101 *et seq.*, Colorado Revised Statutes, as amended; and the Resolution adopted by the City of Greeley City Council authorizing the City of Greeley’s participation in the Program] pursuant to this Delegation and Participation Agreement (collectively the “Act”); and

WHEREAS, the City of Greeley desires to delegate to Denver the authority of the City of Greeley to take action and exercise power under the Act on behalf of the City of Greeley with respect to the Program within the City of Greeley’s unincorporated boundaries;

NOW THEREFORE, in consideration of the mutual covenants and undertakings set forth herein, the City of Greeley and Denver hereby agree as follows:

Section 1. The City of Greeley hereby delegates to Denver the authority of the City of Greeley to take action and exercise power under the Act on behalf of the City of Greeley with respect to the Program within the City of Greeley's boundaries.

Section 2. Denver hereby accepts the delegation of authority from the City of Greeley pursuant to Section 1 hereof and agrees to abide by each of the terms and conditions of this Delegation and Participation Agreement in connection with the use of such delegation. Denver agrees to make the Program available to the City of Greeley for the origination of home mortgages within the City of Greeley's unincorporated boundaries.

Section 3. In the event that the Program is discontinued by Denver, this Delegation and Participation Agreement, and all duties, obligations and rights of Denver and the City of Greeley hereunder, shall terminate. If the Program is terminated, the City of Greeley agrees to hold Denver harmless for any costs or any other liabilities incurred by the City of Greeley with respect to the adoption and approval of this Delegation and Participation Agreement or any other the City of Greeley actions related thereto.

Section 4. the City of Greeley's participation in the Program pursuant to this Delegation and Participation Agreement shall not be construed as creating or constituting a general obligation or multiple fiscal year direct or indirect indebtedness or other financial obligation whatsoever of the City of Greeley nor a mandatory payment obligation of the City of Greeley in any fiscal year during which this Delegation and Participation Agreement shall be in effect.

IN WITNESS WHEREOF, the City of Greeley and Denver have caused this Delegation and Participation Agreement to be executed and be effective as of _____, 2019.

ATTEST:

GREELEY, COLORADO

City Clerk

By: _____
Mayor

**CITY AND COUNTY OF DENVER,
COLORADO**

By: _____
Chief Financial Officer



- HOME
- OUR SERVICES
- ABOUT US
- NEWS
- CONTACT US
- PROGRAMS
- CHAT

metroDPA

HOME - AVAILABLE PROGRAMS BY STATE - COLORADO - metroDPA

metroDPA

down payment assistance

- LOGIN
- SUMMARY
- RATES/OFFERINGS
- GUIDELINES
- PARTICIPATING LENDERS
- BLACKBOARD
- TRAINING

PROGRAM FUNDS

- Program funds are available first-come, first-served from a continuously funded revolving pool.
- Reservations are OPEN M-F, between 8 am – 6 pm Mountain (10-8 EST) **EXCLUDING HOLIDAYS**; All other system functions are available 24/7

ELIGIBLE AREAS

- The incorporated areas of the City and County of Denver
- The **incorporated areas** in the City of Arvada, City of Aurora, City of Boulder, City of Brighton, City of Broomfield, City of Centennial, City of Commerce City, City of Dacono, City of Edgewater, City of Englewood, City of Golden, City of Lakewood, City of Littleton, City of Parker, City of Sheridan, City of Thornton, City of

Westminster, City of Wheat Ridge, Town of Bennett, Town of Firestone, Town of Castle Rock, Town of Erie

- The **unincorporated areas** in Arapahoe, Boulder and Jefferson Counties.

It is the lenders responsibility to make sure the property is within the eligible areas. See Guidelines.

Please DO NOT Reserve early. **Should be qualified prior to reservation.**

LOAN TIME LINE REQUIREMENTS

- Reservation to UW Certification: **25 days**
- Reservation to Loan Purchase: **60 days**

EXTENSIONS

- See Guidelines

ELIGIBILITY CRITERIA

- No First-Time buyer requirement
- Must be Principal Residence
- Must occupy within 60 days of closing

ELIGIBLE LOAN TYPES

- FHA, VA, USDA-RD
- Freddie Mac HFA Advantage

DPA

- Down Payment Assistance Forgivable Second Mortgage
- AIS

INCOME LIMIT CRITERIA

- Household income = 1003 Credit Qualifying Income (do not include the co-signor's income)
 - \$134,850

HOME ACQUISITION LIMITS

- No Program Limit

HOME BUYER EDUCATION

- Required for all borrowers. HUD Approved or CHFA.

FICO/DTI REQUIREMENT

- See Guidelines

CO-SIGNERS

- follow Agency guidelines (FHA, VA, HFA Advantage)

FORMS AND DOCUMENTATION

- Online, once logged in to eHP system: See Forms and Guidelines

THE AGENCY

- Metro Mayors Caucus Administered by City and County of Denver Creates and sponsors a first mortgage program and a down payment assistance program, sets the rate, term and points, and markets the program

THE LENDER

- Take application for the program. Reserves first mortgage in eHousingPlus system
- Must meet loan processing timeline
- Process, Underwriter, Certify, Fund, Close and Sell qualified loans to the Program Master Servicer
- Check with your company on how to reserve a loan in YOUR own system so that you have funds available at closing
- Responsible for servicing loans in accordance with Agency requirements until loan is purchased by the Master Servicer

**THE MASTER
SERVICER**

- Provides information and training concerning the mortgage loan file, acceptable loan products, delivery and funding, reviews/purchases the mortgage file
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Council Agenda Summary

May 7, 2019

Agenda Item Number 13

Key Staff Contact: Sean Chambers, Water & Sewer Director, 970-350-9815

Title:

Consideration of a resolution authorizing the City to enter into a Memorandum of Understanding with the City of Fort Collins, the Town of Windsor, Carestream Health, Inc., Boxelder Sanitation District, South Fort Collins Sanitation District, and Leprino Foods Company regarding water quality monitoring on the Lower Cache la Poudre River

Summary:

This Memorandum of Understanding sets the terms and conditions by which the City of Greeley, City of Fort Collins, Town of Windsor, Carestream Health, Inc., Boxelder Sanitation District, South Fort Collins Sanitation District, and Leprino Foods Company will cooperate to establish a water quality monitoring program on the lower Cache la Poudre River. The program will create a unified process for collecting water quality measurements at long-term monitoring sites, analyzing these measurements, and sharing water quality data. This data will be used to help the Parties' comply with their Section 402 Clean Water Act (National Pollution Discharge Elimination System) permit requirements and state law water quality requirements enforced by the Colorado Department of Public Health and Environment.

For approval purposes, this Memorandum of Understanding constitutes an Intergovernmental Agreement and contains similar, albeit more flexible, provisions as an agreement previously executed by Greeley and other parties in 2007. Under Section 2.07.040 of the Greeley Municipal Code, the City may enter into contracts or cooperative or joint activities with other governmental bodies so long as the City Council approves such agreements by resolution or ordinance.

Fiscal Impact:

Does this item create a fiscal impact on the City of Greeley?	Yes
If yes, what is the initial, or, onetime impact?	\$17,170.00
What is the annual impact?	\$17,170.00
What fund of the City will provide Funding?	Sewer Operating
What is the source of revenue within the fund?	Sewer rates
Is there grant funding for this item?	No
If yes, does this grant require a match?	n/a
Is this grant onetime or ongoing?	n/a
Additional Comments:	

Legal Issues:

None.

Other Issues and Considerations:

None.

Applicable Council Priority and Goal:

Improve and maintain the City's natural resources for the benefit of the community.

Decision Options:

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

Council's Recommended Action:

A motion to adopt the Resolution.

Attachments:

Resolution
Exhibit A
Exhibit B

CITY OF GREELEY, COLORADO
RESOLUTION NO. _____, 2019

A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE CITY OF FORT COLLINS, THE TOWN OF WINDSOR, CARESTREAM HEALTH, INC., BOXELDER SANITATION DISTRICT, SOUTH FORT COLLINS SANITATION DISTRICT, AND LEPRINO FOODS COMPANY REGARDING WATER QUALITY MONITORING ON THE LOWER CACHE LA POUDE RIVER.

WHEREAS, in 2007, the City of Greeley entered into a Water Quality Monitoring Agreement (“2007 IGA”) with the Town of Windsor, Boxelder Sanitation District, South Fort Collins Sanitation District, and the Eastman Kodak Company in order to create a standardized system for sharing ambient water quality data on the Cache la Poudre River; and

WHEREAS, due to a change in interested parties since the 2007 IGA, the City of Greeley, the City of Fort Collins, the Town of Windsor, Carestream Health, Inc., Boxelder Sanitation District, South Fort Collins Sanitation District, and Leprino Foods Company (“Parties”) desire to enter into a new agreement (“Memorandum of Understanding”) for the uniform collection and sharing of water quality data on the lower Cache la Poudre River; and

WHEREAS, the Parties desire to reduce their understandings to writing concerning the establishment of a unified process for collecting water quality measurements at long-term monitoring sites, analyzing these measurements, and sharing water quality data for use in the Parties’ Section 402 Clean Water Act permit requirements and state law water quality requirements; and

WHEREAS, at its April 17, 2019 meeting the Water and Sewer Board recommended City Council approve the Memorandum of Understanding; and

WHEREAS, the Memorandum of Understanding operates as an intergovernmental agreement for signature purposes under Section 02.07.040, Greeley Municipal Code; and

WHEREAS, under Section 02.07.040, Greeley Municipal Code, Greeley has the authority to enter into cooperative or joint activities with other governmental bodies if approved by resolution of the City Council; and

WHEREAS, the Memorandum of Understanding is attached hereto as Exhibit A and the 2007 IGA is attached hereto as Exhibit B; and

WHEREAS, it is in the best interest of the citizens of Greeley for the Parties to enter into this Memorandum of Understanding.

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

Section 1. The City Council hereby approves the Memorandum of Understanding,

attached hereto and incorporated herein as Exhibit A, and authorizes the City Manager to execute the same.

Section 2. The City Council hereby delegates authority to City staff and legal counsel to make minor revisions to the Memorandum of Understanding before execution, provided the material substance remains unchanged, and authorizes City staff to perform all terms and conditions contemplated by the Memorandum of Understanding upon its final execution.

Section 3. This resolution shall become effective immediately upon its passage and signature.

PASSED AND ADOPTED, SIGNED AND APPROVED THIS ____ DAY OF _____, 2019.

THE CITY OF GREELEY, COLORADO

Attest:

By: _____
Mayor

By: _____
City Clerk

WATER QUALITY MONITORING AGREEMENT
Cache La Poudre River - Segments 11, 12 and 13

THIS AGREEMENT is made and entered into this _____ day of _____, 2007, by and between **THE CITY OF FORT COLLINS, COLORADO**, a municipal corporation (hereinafter sometimes referred to as "Fort Collins"), **THE CITY OF GREELEY, COLORADO**, a municipal corporation (hereinafter sometimes referred to as "Greeley"), **THE TOWN OF WINDSOR, COLORADO**, a municipal corporation (hereinafter sometimes referred to as "Windsor"), **BOXELDER SANITATION DISTRICT**, a statutory Colorado special district (hereinafter sometimes referred to as "Boxelder"), **SOUTH FORT COLLINS SANITATION DISTRICT**, a statutory Colorado special district (hereinafter sometimes referred to as "South Fort Collins"), and **EASTMAN KODAK COMPANY**, a New Jersey corporation (hereinafter sometimes referred to as "Kodak"), effective as of the date it is executed by all parties, herein below.

WITNESSETH:

WHEREAS, Fort Collins, Greeley, Windsor, Boxelder, South Fort Collins and Kodak (each and collectively referred to herein as the "Party" and "Parties", respectively) each, for the sake of public health and environmental protection, operates wastewater treatment systems regulated by the U.S. Environmental Protection Agency ("EPA") and the Colorado Department of Public Health and Environment ("CDPHE"), pursuant to National Pollutant Discharge Elimination System permits ("Permits") issued through the Colorado Discharge Permit System ("CDPS"); and

WHEREAS, in order to foster improvements in ambient water quality, in accordance with applicable CDPS and Permit requirements, some or all of the Parties have historically and voluntarily been engaged in independent chemical, physical, microbiological and biological water quality monitoring in Segments 11, 12 and 13 of the Cache la Poudre River (the "River Segments"), as those segments are currently defined by CDPHE, which descriptions are provided in detail in Exhibit A; and

WHEREAS, EPA and CDPHE have expressed interest in obtaining ambient water quality monitoring data to further their knowledge of water quality in the River Segments and for use in setting discharge limitations in Permits; and

WHEREAS, CDPHE has recently established a Water Quality Permits Policies and Procedures document regarding "Baseline Monitoring Frequency, Sample Type, and Reduced Monitoring Frequency Policy for Industrial and Domestic Wastewater Treatment Facilities, effective May 1, 2007 (the "Policy"), which provides for reductions in effluent monitoring frequency requirements in Permits when ambient water quality monitoring is carried out as specified in said Policy; and

WHEREAS, each of the Parties plans to request or may in the future request a reduction in the frequency of effluent monitoring required in such Party's applicable Permit, in exchange for performance of the ambient water quality monitoring required in the Policy for eligibility for such a reduction; and

WHEREAS, the Parties further desire to increase the efficiency and cost-effectiveness of the ambient water quality monitoring conducted in the River Segments, so as to reduce duplication of effort and overlapping monitoring efforts and so as to standardize the data generated and continue the ongoing development of data consistent with historic data sets that have been generated for ambient water quality monitoring in the River Segments; and

WHEREAS, in order to provide for possible effluent monitoring frequency reductions and cooperatively implement an efficient and standardized system for shared monitoring of the River Segments, the Parties have negotiated the terms and conditions set forth herein; and

WHEREAS, Section 29-1-203, C.R.S., authorizes governmental entities to cooperate and contract with one another in order to provide any function, service, or facility lawfully permitted to each if such a contract is properly authorized by each party thereto; and

WHEREAS, Eastman Kodak Company is a corporation organized and existing under the laws of the State of New Jersey which owns and operates an industrial facility in Weld County, known as the Kodak Colorado Division;

NOW, THEREFORE, in consideration of the mutual promises of the parties hereto and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE ONE COOPERATIVE SAMPLING PROGRAM

A. *Sampling Program.* The Parties have developed cooperatively and in consultation with CDPHE the Lower Poudre River Sampling Program attached as Exhibit B and made a part hereof (the "Sampling Program"). As set forth in the Sampling Program, the Party shown as the "Responsible Party" for each of the identified sampling sites as shown on Exhibit C and described in Exhibit D, attached hereto and made a part hereof ("Sampling Sites") shall be responsible for causing the collection and analysis of samples, in the location, at a frequency and in a manner consistent with all applicable EPA and CDPHE regulations, policies and approved methods, and consistent with the terms of this Agreement. If the methods to be used evolve over time based on EPA/CDPHE action, the Parties will require use of the approved methods at the time of sampling and/or analysis, as appropriate. The Parties agree that Fort Collins will coordinate all Fish-Benthic program sampling and analysis for the Responsible Party at each Sampling Site, in order to ensure consistency among the Sampling Sites and over time.

B. *Sampling.*

1. The exact location of each of the Sampling Sites shall be as set forth on the attached Exhibit D. Determination and documentation of the location of any sampling shall be based on U.S. Geological Survey ("USGS") field measurement techniques or the equivalent, except where circumstances preclude the same. In such special circumstances the best available alternative sampling techniques shall be employed using best professional judgment.

2. The frequency of sampling at each Sampling Site shall be as set forth in the Sampling Program.

3. In the event that any Party has failed to collect one or more samples required in the Sampling Program at the specified time for sampling, said Party shall immediately upon discovery of such failure notify all participating parties and take action to collect the necessary samples.

C. *Analytical Process.*

1. Analysis of all samples from all Sampling Sites shall be completed by the assigned Responsible Party, or by arrangement of said Responsible Party, and shall be completed in accordance with CDPHE-approved methodology, including but not limited to validation of any related data.

2. In order to ensure reliability of all data generated by the Parties hereunder, all analysis shall be conducted at and by laboratories that operate in accordance with EPA-approved quality assurance/quality control standards. In arranging for analytical services, all Parties shall give preference to laboratories that participate and show satisfactory performance at least once per calendar year in the USGS "Standard Reference Sample Program ("SRS Program"), or equivalent round robin "real world sample"-based testing program for specific parameters that are analyzed in such laboratories for the purposes of this Agreement, or will provide to any other Party upon request a split sample of any sample to be analyzed in a laboratory.

3. In the event any Party reasonably objects to the quality control/quality assurance performance of any laboratory performing work for the purposes of this Agreement, any Responsible Party using said laboratory shall discontinue such use, and shall use another acceptable laboratory, until the objections raised have been satisfied.

D. *Data Reporting.*

1. The Responsible Party must cause all data resulting from the analysis of all samples from all Sampling Sites for which that Party is responsible to be entered into EPA's Storage and Retrieval ("STORET") Program, by way of the Colorado Data Sharing Network ("CDSN") or equivalent software, which is maintained or otherwise

endorsed by CDPHE. All data shall be validated using EPA-approved "Good Laboratory Practice" standards and correctly entered into STORET within a calendar quarter after validation. This will make all data available to the general public, and to all Parties, as well as to EPA and CDPHE.

2. The Parties will each cooperate in the preparation of a summary of the results of the ambient water quality monitoring required hereunder upon request of any Party. Each Party shall be entitled to access and copy such periodic summaries, and to use them for any purpose in said Party's discretion, provided that each Party shall pay the costs of reproduction of such summaries associated with its use.

E. *Shared Sites; Costs.* The responsibilities associated with any Sampling Site for which more than one (1) Responsible Party has been designated shall be shared by all said Responsible Parties. Such Parties may allocate shared responsibilities between themselves pursuant to separate agreement by and among those Parties. Except as otherwise expressly and independently agreed by and between particular Parties individually, each Party shall be responsible for the costs associated with its obligations hereunder, including the Fish-Benthic sampling and analysis for the Sampling Sites for which such Party is responsible, notwithstanding that Fort Collins will coordinate said sampling and analysis.

ARTICLE TWO ANNUAL UPDATE AND REVIEW

The Parties will review the Sampling Program and will update the Sampling Program as needed based on the consensus of the Parties, subject to CDPHE review. The Parties will make diligent efforts to meet quarterly in order to discuss updates to the Sampling Program and related issues on an ongoing basis. Any such changes approved by CDPHE will be incorporated into this Agreement by approval of an addendum signed by all Parties.

ARTICLE THREE COMMUNICATION AND COOPERATION

This Agreement contemplates an ongoing cooperative effort to coordinate and work collectively to maximize the mutual benefits of the ambient water quality monitoring provided hereunder. Accordingly, the Parties agree to work cooperatively together in good faith to effectuate the provisions of this Agreement, including but not limited to the avoidance of sampling, data or reporting errors and omissions, and preservation of the quality and consistency of the ambient water quality data set for the River Segments. In the event that any Party learns of an error, omission or failure in the sampling, analysis, reporting hereunder or standards for the same, said Party has an affirmative obligation to promptly notify all other Parties in order to mitigate the impacts of the same to the extent possible or practicable.

ARTICLE FOUR RECORDKEEPING

Each Party shall maintain and manage any and all records of all monitoring activities conducted by and for such Party hereunder, and shall make any such records available to any requesting Party, within a reasonable time and in a reasonable manner.

ARTICLE FIVE PARTIES

A. *Adding Parties.* The Parties acknowledge and agree that additional parties may be added to this Cooperative Sampling Agreement by agreement of all of the Parties, as documented and formalized in an Addendum or Amendment to this Agreement.

B. *Withdrawal.* Any Party seeking to withdraw from and discontinue its participation in this Agreement may do so by providing written notice to all Parties and to CDPHE no less than one (1) calendar year prior to the date of withdrawal. Notwithstanding the foregoing, any Party that modifies or discontinues its wastewater treatment system such that its Permit is terminated and not renewed, said Party must provide reasonably prompt notice to all other Parties of such termination, and shall have no further rights or obligations hereunder.

C. *Legal Limitations.* Notwithstanding any other provision of this Agreement or any other incorporated provision, the Parties recognize that there are legal constraints imposed upon certain of the Parties as governmental entities by the constitutions, statutes, and rules and regulations of the State of Colorado and of the United States, and by the respective charters and codes of such Parties. Each Party agrees that, subject to such constraints, such Party expects to carry out the terms and conditions of this Agreement. Such constraints include, without limitation, the constraints of Article X, Section 20 of the Colorado Constitution relating to governmental entities incurring multi-year fiscal obligations. Therefore, notwithstanding any other provision of this Agreement to the contrary, in no event shall a Party exercise any power or take any action that shall be prohibited by applicable law. Whenever possible, each provision of this Agreement shall be interpreted in such a manner so as to be effective and valid under applicable law.

ARTICLE SIX COMPLIANCE WITH PERMIT OBLIGATIONS

The Parties acknowledge that each of the Parties has or may have Permit requirements associated with the successful performance of the ambient water quality monitoring provided hereunder. Notwithstanding any other provision in this Agreement, each Party shall be responsible for compliance with its own Permit conditions, which conditions may include satisfactory performance of such Party's obligations hereunder.

ARTICLE SEVEN GENERAL TERMS AND CONDITIONS

A. *Limitation of Liability; Governmental Immunities Preserved.*

1. Each party agrees to be responsible and assume liability for its own wrongful or negligent acts or omissions, or of its officers, agents or employees to the extent provided by law.

2. EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, IN NO EVENT SHALL ANY PARTY BE LIABLE TO THE OTHER OR TO ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS (OTHER THAN FOR AMOUNTS DUE UNDER THIS AGREEMENT), ANTICIPATED REVENUE, INFORMATION, DATA, THE INTERRUPTION OF BUSINESS, AND ANY LEGAL, ENGINEERING, CONSULTING OR OTHER PROFESSIONAL FEES OR EXPENSES, REGARDLESS OF WHETHER SUCH PARTY KNEW OR HAD REASON TO KNOW OF THE POSSIBILITY OF SUCH DAMAGES. As used herein, "consequential damages" shall not include damages for bodily injury, death or damage to property caused by the negligence or tortious conduct of a Party, its agents or servants.

3. Nothing herein shall abrogate, affect or waive any notice requirements, defenses, immunities, and limitations to liability that certain of the Parties as governmental entities, or their officers and employees, may have under the Colorado Governmental Immunity Act (C.R.S. Section 24-10-101, et seq.) and to any other defenses, immunities, and limitations to liability available to such Parties, or their respective officers and employees under the law.

B. *Indemnification.* Each Party shall indemnify and hold harmless all other Parties for any expense, loss or damage, direct or indirect, caused by the indemnifying Party by reason of the violation of any applicable law or regulation in the performance of its obligations hereunder, including any court costs or other costs of enforcement by the indemnified Party of its rights hereunder.

C. *Notices.* Any notice, request, demand, consent or approval, or other communication required or permitted hereunder will be in writing and either hand delivered, sent by a commercial carrier, or sent by United States mail, with proper postage or delivery charges paid as required for delivery, addressed to the recipient Party or Parties at the respective address for each as set forth below. The notice or other communication will be effective on the date it is delivered or on the third business day after being sent, whichever comes first.

If to Fort Collins:

General Manager
City of Fort Collins Utilities
Post Office Box 580
Fort Collins Utilities
Fort Collins, Colorado 80522

With a copy to:

City Attorney's Office
City of Fort Collins
300 LaPorte Avenue
P.O. Box 580
Fort Collins, CO 80522-0580

If to Greeley:

Director
Water and Sewer Department
City of Greeley
1100 10th Street, Suite 301
Greeley, Colorado 80631

With a copy to:

City Attorney
City of Greeley
1100 10th Street, Suite 401
Greeley, Colorado 80631

If to Windsor:

Terry Walker
Director of Public Works
301 Walnut Street
Windsor, Colorado 80550

With a copy to:

John Frey
Town Attorney
Historic Harmony Mill
131 Lincoln Avenue
Fort Collins, Colorado 80524

If to Boxelder:
Sanitation District

General Manager
Boxelder Sanitation District
3201 E. Mulberry, Unit Q
P.O. Box 1518
Fort Collins, CO 80522

With a copy to:
Richard F. Zier
Zier Law Offices
322 East Oak Street
Fort Collins, Colorado 80524

If to South Fort Collins:
Sanitation District

General Manager
South Fort Collins Sanitation District
4700 South College Avenue
Fort Collins, Colorado 80525

If to Kodak:

Robert K. Gray
Site Manager, Vice President
Consumer Digital Group
Kodak Colorado Division
9952 Eastman Park Drive
Windsor, Colorado 80550

With a copy to:

Ms. JoAnn Gould
Kodak Legal
343 State Street
Rochester, NY 14650-0280

D. *Entire Agreement; Modification.* This Agreement constitutes the entire contract between the Parties relating to their mutual obligations in this Water Quality Monitoring Agreement, and except as otherwise specifically provided herein, any prior agreements regarding such obligations, whether oral or written, have been merged and integrated into this Agreement. . Notwithstanding, two or more Parties may separately contract with each other for the provision of services or sharing of responsibilities, which separate agreements, if any, will not modify the rights and responsibilities of the Parties hereunder. No subsequent modification of any of the terms of this Agreement will be valid, binding upon the Parties, or enforceable unless made in writing and signed by the Parties.

E. *Headings.* Paragraph headings are used for convenience of reference and in no way define, limit or prescribe the scope or intent of any provision under this Agreement.

F. *Gender Usage.* Words of the masculine gender include the feminine and neuter gender and when the sentence so indicates, words of the neuter gender refer to any gender. Words in the singular include the plural and vice versa. Definitions of defined terms are intended to apply throughout this Agreement. This Agreement is to be construed according to its fair meaning, and as if prepared by all Parties, and is deemed to be and contain the entire understanding and agreement between the Parties.

G. *Time of the Essence.* It is agreed that time is of the essence of this Agreement and each and every provision.

H. *Binding on Successors.* This Agreement is binding upon and inures to the benefit of the Parties and their respective successors and assigns. It is not made for the benefit of any third party.

I. *Litigation Costs.* In the event any Party defaults in any of its covenants or obligations and a Party not in default commences and prevails in any legal or equitable action against the defaulting Party, the defaulting Party expressly agrees to pay all reasonable expenses of the litigation, including a reasonable sum for attorneys' fees or similar costs of legal representation.

J. *Authority to Sign.* Each person executing this Agreement represents and warrants that he or she is duly authorized to execute this Agreement in his or her individual or representative capacity as indicated.

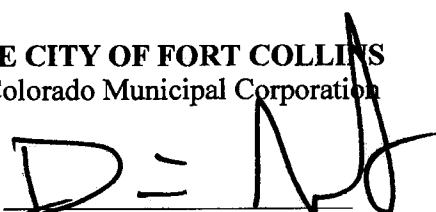
K. *Colorado Law; Venue.* The Parties intend and agree that this Agreement is to be construed and enforced according to the laws of Colorado, and that venue in any proceeding related to the subject matter of this Agreement will be in Larimer or Weld County, Colorado.

L. *Counterpart Signatures.* This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties have each caused this Agreement to be executed by a representative authorized to sign on its behalf.

THE CITY OF FORT COLLINS
A Colorado Municipal Corporation

By:

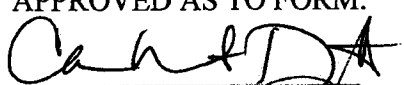

City Manager

ATTEST:


City Clerk / Chief Deputy



APPROVED AS TO FORM:


Deputy City Attorney

THE CITY OF GREELEY
A Colorado Municipal Corporation



By: Thomas E. Sellen
Mayor

APPROVED:

[Signature]
City Manager

APPROVED AS TO AVAILABILITY
OF FUNDS:

[Signature]
Director of Finance

APPROVED AS TO LEGAL
FORM:

[Signature]
City Attorney

THE TOWN OF WINDSOR
A Colorado Municipal Corporation

By: _____
Title:

ATTEST:

APPROVED AS TO FORM:

City Clerk

Town Attorney

BOXELDER SANITATION DISTRICT
a statutory Colorado special district

By: _____,
Chairman, Board of Directors

ATTEST:

THE CITY OF GREELEY
A Colorado Municipal Corporation

By: _____
Mayor

ATTEST:

APPROVED:

City Clerk

City Manager

APPROVED AS TO AVAILABILITY
OF FUNDS:

APPROVED AS TO LEGAL
FORM:

Director of Finance

City Attorney

THE TOWN OF WINDSOR
A Colorado Municipal Corporation

By: *[Signature]*
Title: Mayor

APPROVED AS TO FORM:

[Signature]
Town Attorney

ATTEST:



[Signature]
City Clerk

BOXELDER SANITATION DISTRICT
a statutory Colorado special district

By: _____,
Chairman, Board of Directors

ATTEST:

THE CITY OF GREELEY
A Colorado Municipal Corporation

By: _____
Mayor

ATTEST:

APPROVED:

City Clerk

City Manager

APPROVED AS TO AVAILABILITY
OF FUNDS:

APPROVED AS TO LEGAL
FORM:

Director of Finance

City Attorney

THE TOWN OF WINDSOR
A Colorado Municipal Corporation

By: _____
Title:

ATTEST:

APPROVED AS TO FORM:

City Clerk

Town Attorney

BOXELDER SANITATION DISTRICT
a statutory Colorado special district

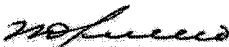
By: Patty Coldwater,
Chairman, Board of Directors

ATTEST:

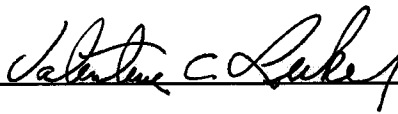
Fred E. Walker
General Manager

**SOUTH FORT COLLINS SANITATION
DISTRICT**

a statutory Colorado special district

By: 
Michael DiTullio
District Manager

ATTEST:

 ✓

EASTMAN KODAK COMPANY
a New Jersey corporation

By: _____
Robert K. Gray
Site Manager and Vice President

ATTEST:

**SOUTH FORT COLLINS SANITATION
DISTRICT**

a statutory Colorado special district

By: _____,
Chairman, Board of Directors

ATTEST:

EASTMAN KODAK COMPANY

a New Jersey corporation

By: Robert K. Gray
Robert K. Gray
Site Manager and Vice President

ATTEST:

Exhibit A

Segments of the Cache la Poudre River as Described in the Current Version of Regulation 38

Segment No.	Description
11	Mainstem of the Cache La Poudre River from Shields Street in Ft. Collins to a point immediately above the confluence with Boxelder Creek.
12	Mainstem of the Cache La Poudre River from a point immediately above the confluence with Boxelder Creek to the confluence with the South Platte River.
13a	All tributaries to the Cache La Poudre River, including all lakes reservoirs and wetlands, from a point immediately above the confluence with the North Fork of the Cache La Poudre River to the confluence with the South Platte River, except for specific listings in Segments 13b, 14, 15 and 16.
13b	Mainstem of Boxelder Creek from its source to the confluence with the Cache la Poudre River.
14	Horsetooth Reservoir.
15	Watson Lake.
16	Reservoir #4 (T 9 N, R 68 W), Water Supply Reservoir #3 (T 8 N, R 68 W), Claymore Lake, College Lake, Dixon Reservoir, Robert Benson Lake, Black Hollow Reservoir, Seeley Lake.

Source:

COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT

WATER QUALITY CONTROL COMMISSION

REGULATION NO. 38

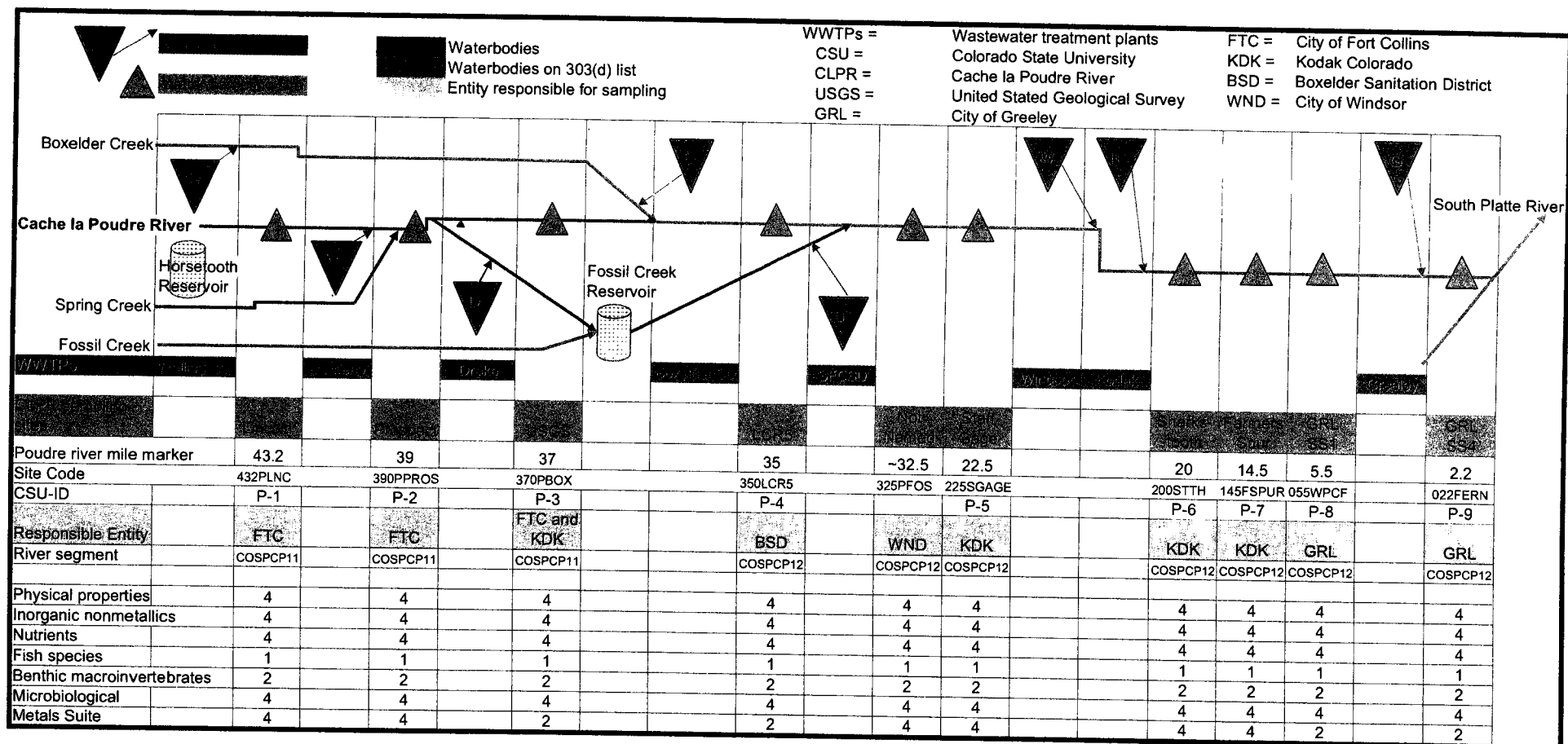
CLASSIFICATIONS AND NUMERIC STANDARDS SOUTH PLATTE RIVER
BASIN, LARAMIE RIVER BASIN, REPUBLICAN RIVER BASIN, SMOKY HILL
RIVER BASIN

<http://www.cdphe.state.co.us/regulations/wqccregs/index.html>

Accessed on 17 August 2007

EXHIBIT B - LOWER POUDRE RIVER SAMPLING PROGRAM

Utilities participating: City of Ft. Collins, Boxelder Sanitation District, Kodak Colorado, City of Greeley, City of Windsor
 Partner entities: Colorado State University's Environmental Quality Laboratory; North Front Range Water Quality Planning Association



MONITORED PARAMETERS:

PHYSICAL: Flow (where possible), Temperature, Conductance
INORGANIC NONMETALLIC: Ammonia, Dissolved Oxygen, pH, Hardness, Alkalinity
NUTRIENTS: N-ammonia, N-nitrate+nitrite, N-Kjeldahl, Phosphorus (total)
BENTHIC MACROINVERTEBRATES: Population characteristics
MICROBIOLOGICAL: *E. Coli*, Fecal Coliforms
FISH SPECIES: Population characteristics, Fish for flesh samples
METALS: Arsenic, Cadmium, Chromium, Copper, Iron (dissolved and total recoverable), Lead, Manganese, Mercury, Nickel, Selenium, Silver, Zinc
OTHER: Sulfate, DOC, Cyanide

NOTE:
 Sampling frequencies are indicated in light yellow cells and are denoted in "number of times per year"

Lower Cache la Poudre River Ambient Sampling Sites

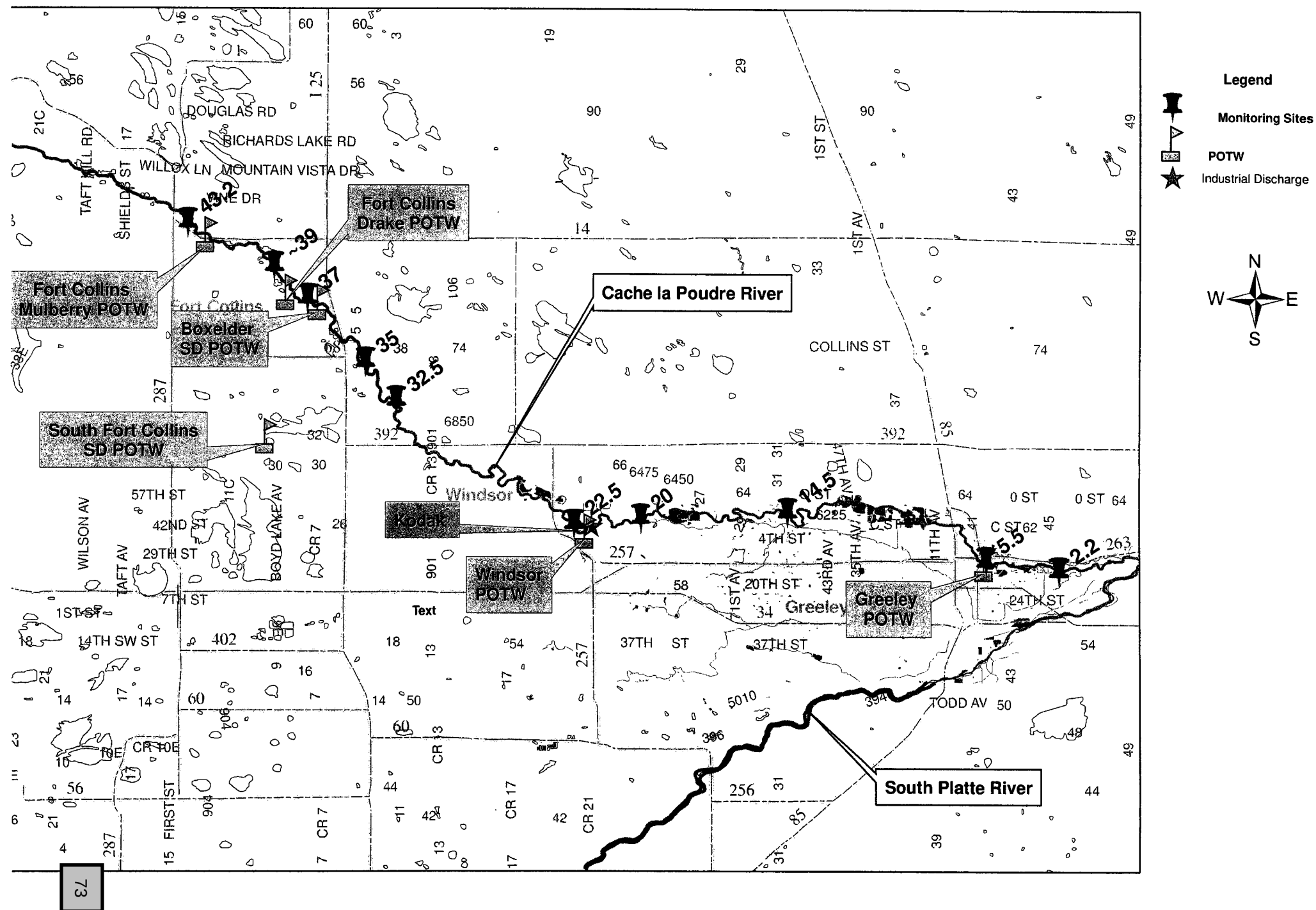


Exhibit C

Exhibit D: Poudre Coop Group Site Description Details

Revision 22 Aug 2007

Site Code	Site Details	Responsible Party	River Mile	Comments
432PLNC	Mile Marker 43.2, Lat 40° 35' 20.66131"N Long -105°04'12.00273"W	City of Ft. Collins, samples collected by City of Ft. Collins and CSU	43.2	PLNC- MM 43.2 - Poudre River at Lincoln St. Gage / Sampled by PCLab for wq samples & CSU for benthic and bacterial samples
390PPROS	Mile Marker 39, Lat 40° 34' 07.24743"N Long -105°01'38.68997"W	City of Ft. Collins, samples collected by City of Ft. Collins and CSU	39.0	PPROS - MM 39 - Poudre River at Prospect St. Bridge / Sampled by PCLab for wq samples & CSU samples for benthic and bacteria
370PBOX	Mile Marker 37, Lat 40° 33' 07.17609"N Long -105°00'38.06300"W	City of Ft. Collins, samples collected by City of Ft. Collins and CSU	37.0	PBOX - MM 37 - USGS Gage Station abv Boxelder Cr / Sampled by PCLab for wq & CSU for benthics, bacteria, and wq
350LCR5	Mile Marker 35, Lat 40° 30' 15.2761"N Long -105° 58' 56.0641"W	Boxelder Sanitation District sampled by CSU	35.0	LCR5 - MM 35 - Boxelder Sanitation District Site / Larimer County Rd 5, CSU samples for benthics, bacteria, and wq
325PFOS	Mile Marker 32.5 Lat 40° 30' 5.7600"N Long -104° 58' 0.05521"W	South Ft. Collins SD & City of Windsor sampled by CSU	32.5	PFOS - MM 32.5 - Downstream of Fossil Cr Reservoir / CSU samples for benthics, bacteria, and wq.
225SGAGE	Mile Marker 22.5, Lat 40° 26' 26.6640"N Long -104° 52' 44.3280"W	Kodak Colorado Division sampled by CSU	22.5	Staff Gage - MM 22.5 / CSU samples for benthics, bacteria, and wq
200STTH	Mile Marker 20, Lat 40° 26' 36.4200"N Long -104° 50' 45.1321"W	Kodak Colorado Division sampled by CSU	20.0	Shark's Tooth - MM 20 / CSU samples for benthics, bacteria, and wq
145FSPUR	Mile Marker 14.5, Lat 40° 26' 47.3280"N Long -104° 46' 22.4041"W	Kodak Colorado Division sampled by CSU	14.5	Farmer's Spur - MM 14.5 / CSU samples for benthics, bacteria, and wq
055WPCF	Mile Marker 5.5, Lat 40° 25' 21.5040N Long -104° 40'32.4119"W	City of Greeley sampled by Greeley & CSU	5.5	WPCF Gage - MM 5.5 / Sampled by Greeley for wq, bacteria, and CSU for benthics
022FERN	Mile Marker 2.2, Lat 40° 25' 3.5760"N Long -104° 38' 23.6400W	City of Greeley sampled by Greeley & CSU	2.2	Fern Ave - MM 2.2 / Sampled by Greeley for wq, bacteria, and CSU for benthics

**MEMORANDUM OF UNDERSTANDING REGARDING
WATER QUALITY MONITORING ON THE LOWER CACHE LA POUDE RIVER
(Lower Cache la Poudre River Monitoring Alliance Program)**

This Memorandum of Understanding (“Agreement”) is entered into by and between the following Parties: (1) the City of Fort Collins, Colorado, a Colorado municipal corporation (“Fort Collins”); (2) the City of Greeley, Colorado, a Colorado municipal corporation (“Greeley”); (3) the Town of Windsor, Colorado, a Colorado municipal corporation (“Windsor”); (4) Carestream Health, Inc., a Delaware corporation (“Carestream”); (5) Boxelder Sanitation District, a Colorado special district (“Boxelder”); (6) South Fort Collins Sanitation District, a Colorado special district (“South Fort Collins”); and (7) Leprino Foods Company, a Colorado corporation (“Leprino”) (collectively, the “Parties,” or “The Lower Cache La Poudre River Monitoring Alliance”).

1. BACKGROUND. The federal Clean Water Act, among other things, prohibits discharging pollutants to the waters of the United States without a National Pollution Discharge Elimination System (“NPDES”) permit. NPDES permits contain specific requirements including, but not limited to, discharge limits, sampling frequencies, and reporting requirements that are intended, among other things, to protect designated uses of receiving waters. The Colorado Department of Public Health and Environment (“CDPHE”) currently administers the NPDES permitting program in the State of Colorado.

Each of the Parties to this Agreement operates one or more NPDES-permitted wastewater treatment facilities along the lower Cache la Poudre River. For the purposes of this Agreement, the lower Cache la Poudre River is defined as the Cache la Poudre River from approximately Linden Street in Fort Collins downstream to Fern Avenue in Greeley. The Lower Cache la Poudre River Monitoring Alliance is a group that operates a collaborative Water Quality Monitoring Program (“Program”) among entities that operate NPDES-permitted wastewater treatment facilities that are focused on NPDES permit compliance, among other goals and objectives set forth in this Agreement. Benefits of this collaborative program to each participating Party include, but are not necessarily limited to: reduced water quality monitoring costs; access to certain water quality data collected pursuant to this Agreement; and an open forum for data and information exchange and communication between the Parties.

2. WATER QUALITY MONITORING PROGRAM. The goals of the Water Quality Monitoring Program are to: 1) provide data for the NPDES permitting processes; 2) pursuant to existing CDPHE policies, reduce the frequency of required effluent monitoring under NPDES-permits for interested Parties; and 3) maintain or improve the water quality of the lower Cache la Poudre River.

The specific Program objectives are to:

- (1) Collect physical, chemical, and/or biological water quality measurements at long-term monitoring sites within the lower Cache la Poudre River to develop data; and
- (2) Share among the Parties the data developed from the long-term monitoring sites for the Parties to provide ambient water quality data to be used in the NPDES permitting process and their respective requirements under CDPHE Water Quality Policy #20 (Baseline

Monitoring Frequency).¹

3 ANNUAL SCHEDULE. The Program generally operates on flexible “Operating Years” that include: 1) the development of an Annual Operating Plan between January and March; 2) water quality monitoring from approximately April through March of the following year; 3) completion of laboratory analytical reports; and 4) data uploaded to the Ambient Water Quality Monitoring System (“AWQMS”) database by April 15th the following year.

4 ANNUAL OPERATING PLAN. Fort Collins will prepare and distribute a draft Annual Operating Plan for all Parties to review before the first quarterly meeting. Following discussion, necessary edits will be made to the draft and the Annual Operating Plan will be approved/disapproved by each Party at the 2nd quarterly meeting (see Meetings Section 9 (Meetings) below). It is not a requirement of this Agreement that the Annual Operating Plan be formally signed by the Parties to be approved for the Operating Year; however, some form of written documentation (e.g. an email) to all Parties is required. All Parties must approve the Annual Operating Plan for it to be effective for the Operating Year. If a proposed Annual Operating Plan is not approved by all Parties, nothing herein shall preclude any Party from performing any or all of the tasks contemplated under the Annual Operating Plan outside of this Agreement. The Annual Operating Plan will be consistent with the terms and conditions of this Agreement.

Each Annual Operating Plan must include:

- 1) Study site locations (directions to site, description, coordinates, and map(s));
- 2) The Party or Parties responsible for each study site;
- 3) A list of all water quality parameters to be collected at each location;
- 4) The dates of sampling, for each parameter and site;
- 5) The duration and frequency of monitoring, for each parameter, at each site;
- 6) Sample collection and laboratory analytical methods;
- 7) The entity collecting and analyzing data for each parameter;
- 8) Estimated costs for collection and analysis of each parameter at each study site;
- 9) Estimated costs attributed to each Party during Operating Year;
- 10) Contact information for each Party; and
- 11) Any other pertinent information agreed upon by the Parties during the development of each Annual Operating Plan

5 DATA COLLECTION. The chemical, physical, and biological measurements are to be collected using scientifically-defensible field methods and associated quality assurance/quality control (“QA/QC”) across all study sites, among other reasons, to ensure high quality data results. Field methods and QA/QC will be determined during the development of each Annual Operating Plan. The Parties agree that Fort Collins will select a contractor to collect fish and macroinvertebrate samples for the Program.

6 DATA ANALYSES. The specific water quality parameters to be analyzed at each site in any Operating Year will be determined by the responsible Party or Parties and set forth in the Annual Operating Plan. In an effort to maximize comparability between sites, data will be collected

¹ Currently available at: <https://www.colorado.gov/pacific/sites/default/files/WQP20.pdf>

and analyzed using scientifically-defensible methods, including QA/QC.

All chemical and physical laboratory analyses must be performed by a CDPHE-certified laboratory using USEPA approved methods (Title 40 §136 of the Code of Federal Regulations).

The Parties agree that Fort Collins will coordinate all fish and macroinvertebrate data analyses for the Program.

7. REPORTING. Electronic laboratory data reports will be completed for all parameters and sites included under each Annual Operating Plan. All data generated under this Agreement that have passed QA/QC shall be submitted to CDPHE through the Colorado Data Sharing Network (“CDSN”). All Parties under this agreement as well as the public have access to data generated by the Program through the CDSN and AWQMS.

8. PROVISIONAL DATA. Data that have not passed a QA/QC review shall be considered provisional. To the extent permitted by law, only data developed under this Agreement that have passed a QA/QC review will be made available to the public. Each Party shall ensure that data uploaded to the CDSN have passed a QA/QC review. Parties may choose to provide provisional data generated under this Agreement directly to a Party’s consultant(s) or third-party contractor(s) of a federal agency for a Party’s purposes; providing data in this manner is not considered dissemination to the public under this Agreement.

Nothing herein shall affect the obligations of a Party to make disclosures to the extent required by law or court order, including, but not limited to, requirements under the Colorado Open Records Act, C.R.S. §24-72- 201 *et seq.*, and other Colorado and federal statutes, court rules, and administrative rules and regulations.

9. MEETINGS. The Parties will meet at least quarterly at an agreed upon time and place. Each Party will designate at least one representative who will attend the meetings, either in person or by telephone. Should the representative(s) be changed, a Party shall provide written notice of the change to the other Parties. Party representatives will, when possible, be staff members and not members of the governing body of a Party. Persons associated with the Parties other than the representative may attend the meetings.

10. COSTS. The Party or Parties responsible for each study site, as set forth in the Annual Operating Plan for each Operating Year, shall be responsible for all laboratory and support costs. Costs of field sampling, laboratory analyses and network support costs at shared sites will generally be split evenly between the responsible Parties, except for costs associated with monitoring and data analyses that are not relevant to a particular Party.

11. TERM, WITHDRAWAL AND TERMINATION. This Agreement will be in effect on the last date it is signed by the Parties and shall be perpetual unless all but one of the Parties withdraw. Any Party may withdraw from this Agreement by providing written notice to the other Parties within fourteen (14) days after the first quarterly meeting in any Operating Year. Any Party may also withdraw from this agreement for failure to appropriate funds pursuant to Section 11. Withdrawal from this Agreement shall not relieve the withdrawing Party from any obligations

resulting from the Party's previous participation, including responsibilities for costs, and shall not waive the withdrawing Party's right to the receipt of laboratory data reports resulting from the Party's previous participation in the Agreement.

12 REMEDIES. If a Party fails to comply with the provisions of this Agreement, the other Parties, after providing written notice to the noncomplying Party, and upon the failure of the noncomplying Party to achieve compliance within twenty-eight (28) days, may seek to recover any costs for which the noncomplying Party is responsible and specific performance.

13 FISCAL CONTINGENCY. Notwithstanding any other provision of this Agreement to the contrary, the obligations of the Parties in fiscal years following the fiscal year in which this Agreement is signed by the Parties shall be subject to appropriation of funds sufficient and intended therefore, with each Party having the sole discretion to determine whether the subject funds are sufficient and intended for use under this Agreement. Should any Party fail to appropriate such funds, this Agreement shall be terminated or the Party withdrawn from the Agreement upon ninety (90) days written notice of the failure to appropriate such funds, unless sufficient funds are thereafter appropriated prior to the termination of this Agreement.

14 WAIVER. A waiver of a breach of any of the provisions of this Agreement shall not constitute a waiver of any subsequent breach of the same or another provision of this Agreement.

15 NOTICES. All notices will be given to the following listed below. Each Party may change its address or contact information for notices under this Agreement upon fourteen (14) days written notice to the other Parties.

To Fort Collins: City Manager
 City Hall West
 300 LaPorte Avenue
 P.O. Box 580
 Fort Collins, Colorado 80522-0580

With copy to: Fort Collins City Attorney
 300 LaPorte Avenue
 P.O. Box 580
 Fort Collins, Colorado 80522-0580
 epotyondy@fcgov.com

and to Staff: Fort Collins Utilities
 Attn: Watershed Program Manager
 700 Wood Street
 P.O. Box 580
 Fort Collins, Colorado 80522-0580
 rthorp@fcgov.com

To Greeley: City Manager
City Hall
1000 10th Street
Greeley, Colorado 80631

With copy to: Greeley City Attorney
City Center North
1100 10th Street, Ste 400
Greeley, Colorado 80631
cityattorney@greeleygov.com

and to Staff: Greeley Water Pollution Control Facility
Attn: Technical Services Manager
300 East 8th Street
Greeley, Colorado 80631
joe.kunovic@greeleygov.com

To Windsor: Town Manager
301 Walnut Street
Windsor, CO 80550

With copy to: Town Attorney
301 Walnut Street
Windsor, CO 80550

and to Staff: Town of Windsor Public Works
Attn: Wastewater Services Superintendent
301 Walnut Street
Windsor, CO 80550
dmarkham@windsorgov.com

To Carestream: Carestream Health, Inc.
Site Manager
2000 Howard Smith Ave. West
Windsor, CO 80550

With copy to: Carestream Health, Inc.
EHS Manager
2000 Howard Smith Ave. West
Windsor, CO 80550

and to Staff Carestream Health, Inc.
Attn: EHS Specialist/ORC
2000 Howard Smith Ave. West
Windsor, CO 8055

john.dinges@carestream.com

To Boxelder: District Manager
3201 E. Mulberry, Unit Q
P.O. Box 1518
Ft. Collins, CO 80522

To South Fort Collins: Chris Matkins
5150 Snead Dr.
Fort Collins CO 80525

To Leprino: Bryan Wischer
bwischer@leprinofoods.com

With a copy to: Leprino Foods Company
Attn: General Counsel
1830 W. 38th Avenue
Denver, Co 80211

16. ASSIGNMENT. No assignment of this Agreement shall be made by any Party without written approval by the remaining Party or Parties.

17. CONSTRUCTION. This Agreement shall be construed according to its fair meaning as it was intended by the Parties. Captions and headings in this Agreement are for convenience and reference only and shall in no way define, limit, or prescribe the scope or intent of any provision of this Agreement. The invalidity or unenforceability of any provision of the Agreement shall not affect any other provision of this Agreement, which shall thereafter be construed in all respects as if the invalid or unenforceable provision were omitted.

18. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement of the Parties regarding the matters addressed herein.

19. REPRESENTATIONS. Each Party represents to the other Parties that it has the power and authority to enter into this Agreement and the individuals signing below on behalf of each Party have the authority to execute this Agreement on its behalf and legally bind that Party.

[Remainder of Page Left Blank Intentionally]

CITY OF FORT COLLINS, COLORADO, a Colorado municipal corporation

By: _____
Darin A. Atteberry, City Manager

Date: _____

ATTEST:

By: _____
City Clerk

Date: _____

APPROVED AS TO LEGAL FORM:

By: _____
City Attorney's Office

Date: _____

THE CITY OF GREELEY, COLORADO, a Colorado municipal corporation,

APPROVED AS TO SUBSTANCE:

By: _____
Roy Otto, City Manager

Date: _____

AVAILABILITY OF FUNDS:

By: _____
Renee Wheeler, Director of Finance

Date: _____

APPROVED AS TO LEGAL FORM

By: _____
Doug Marek, City Attorney

Date: _____

THE CITY OF WINDSOR, COLORADO, a Colorado municipal corporation,

APPROVED AS TO SUBSTANCE:

By: _____
Shane Hale, City Manager

Date: _____

APPROVED AS TO LEGAL FORM:

By: _____
Ian McCargar, City Attorney

Date: _____

CARESTREAM HEALTH, INC., a Delaware corporation

By: _____
Christopher Schmachtenberger, Site Manager

Date: _____

BOXELDER SANITATION DISTRICT, a Colorado special district

By: _____
Brian Zick , District Manager

Date: _____

SOUTH FORT COLLINS SANITATION DISTRICT, a Colorado special district

By: _____
Chris Matkins, General Manager

Date: _____

LEPRINO FOODS COMPANY, a Colorado corporation

By: _____ Date: _____
Steve Fritzler, Plant Manager Leprino Foods – Greeley

Council Agenda Summary

May 7, 2019

Agenda Item Number 14

Key Staff Contact: Sean Chambers, Water & Sewer Director, 970-350-9815

Title:

Consideration of a resolution authorizing the City of Greeley to enter into a Bilateral Non-Disclosure Agreement between the City of Greeley and the City of Thornton

Summary:

The City of Thornton seeks to engage the City of Greeley in preliminary discussions related to the conveyance options for the Thornton Water Project ("TWP"). The TWP is a proposed pipeline in Larimer and Weld Counties that would deliver water previously purchased from the Water Supply and Storage Company to the City of Thornton. Recently, Thornton's 1041 application to Larimer County was denied. Thornton has expressed interest in exploring use of capacity in Greeley's existing transmission pipelines for the TWP. Greeley is open to such conversation provided that benefits to Greeley's ratepayers and to the Poudre River can be ensured. Prior to engaging in potential negotiations with Thornton, staff recommends the City authorize a bilateral non-disclosure agreement. Greeley Water & Sewer Board reviewed the proposed Bilateral, Non-Disclosure Agreement and discussed the logic for entering into such an agreement at their April 17, 2019 Water & Sewer Board meeting, and the Board voted in support of recommending the agreement to City Council for approval.

Fiscal Impact:

Does this item create a fiscal impact on the City of Greeley?	No
If yes, what is the initial, or, onetime impact?	
What is the annual impact?	
What fund of the City will provide Funding?	
What is the source of revenue within the fund?	
Is there grant funding for this item?	No
If yes, does this grant require a match?	
Is this grant onetime or ongoing?	
Additional Comments:	This item creates no fiscal impact to the City of Greeley.

Legal Issues:

Under Sec. 2.07.040 of the Greeley Municipal Code, the City may enter into contracts or cooperative or joint activities with other governmental bodies so long as the City Council approves such agreements by resolution or ordinance.

Other Issues and Considerations:

A non-disclosure agreement between the City of Greeley and the City of Thornton will

promote open dialogue and productive potential negotiations. It will also allow staff from both cities to share protected or confidential information that may assist potential negotiations.

Applicable Council Priority and Goal:

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

Decision Options:

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

Council's Recommended Action:

A motion to adopt the Resolution.

Attachments:

Resolution

Non-Disclosure Agreement

Maps: 1) Thornton Water Project; 2) City of Greeley Transmission Pipelines

THE CITY OF GREELEY, COLORADO

RESOLUTION _____, 2019

A RESOLUTION AUTHORIZING THE CITY OF GREELEY TO ENTER INTO A BILATERAL NON-DISCLOSURE AGREEMENT BETWEEN THE CITY OF GREELEY AND THE CITY OF THORNTON.

WHEREAS, the City of Greeley and the City of Thornton desire to engage in discussions and may disclose to each other certain confidential and/or proprietary information solely to evaluate a potential relationship with respect to the transportation of water in Larimer County; and

WHEREAS, this Agreement focuses solely on the exchange of information and is not intended to bind the Parties to any obligations or activities related to the transportation of water in Larimer County; and

WHEREAS, the Parties desire to enter into a Bilateral Non-disclosure Agreement to reduce their understandings to writing concerning the handling of confidential or proprietary information disclosed to each other during their discussions; and

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

WHEREAS, pursuant to §2.07.040 of the Greeley Municipal Code, the City may enter into contracts with other governmental bodies to furnish governmental services or enter into cooperative or joint activities with other governmental bodies; and

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

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

Section 1. The City Council hereby authorizes the City Manager to execute the Bilateral Non-Disclosure Agreement with the City of Thornton, a copy of which is attached hereto as Exhibit A.

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

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

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

ATTEST:

THE CITY OF GREELEY, COLORADO

City Clerk

Mayor

NON-DISCLOSURE AGREEMENT

BILATERAL

This Non-Disclosure Agreement ("Agreement") is made and entered into this ____ of _____, 201__ ("Effective Date") by and between The City of Greeley, a Colorado home rule municipality ("Greeley") and The City of Thornton, a Colorado home rule municipality ("Thornton"), collectively ("Parties").

BACKGROUND

The Parties mutually desire to engage in discussions and may disclose to each other certain confidential and/or proprietary information solely to evaluate a potential relationship with respect to the transportation of water in Larimer County ("Purpose"). As a condition of such disclosure, the Parties agree to keep confidential the proprietary and confidential information of the other party. This Agreement focuses solely on the exchange of information and is not intended to bind the parties to any obligations or activities related to the transportation of water in Larimer County.

Accordingly, in consideration of the promises and mutual covenants contained herein the Parties agree as follows:

TERMS AND CONDITIONS

1. Confidential Information. For purposes of this Agreement, "Confidential Information" shall be information in which the Parties have common law or statutory, privacy and/or confidentiality interest and includes, but is not limited to, any and all documents, materials, and information, including but not limited to data, technical and non-technical materials, designs, concepts, specifications, and financial or business information, furnished by one party ("Disclosing Party") to the other ("Receiving Party") pursuant to the Purpose and that is designated as CONFIDENTIAL by the Disclosing Party.

2. Limits of Confidentiality. Neither party is bound by the obligations of this Agreement regarding the other party's Confidential Information that is:

- a. publicly available prior to the Effective Date;
- b. publicly available after the Effective Date, not due to an unauthorized act by or omission of Receiving Party;
- c. developed by Receiving Party independently without access to or use of the Confidential Information;
- d. information that was already in Receiving Party's possession prior to the time of disclosure as evidenced by written records kept in the ordinary course of business or by proof of actual use; or
- e. required to be disclosed by law, court order, or government regulation.

3. Designating Confidential Information. Documents are designated as CONFIDENTIAL when one or both parties have placed or affixed on them (in a manner that will not interfere with their legibility) the following or other appropriate notice: "CONFIDENTIAL."

4. Due Diligence. Receiving Party on behalf of its council, directors, officers, employees, agents or advisers, including legal counsel, will maintain in confidence the Confidential Information with the same degree of care that the Receiving Party uses to protect its own confidential and proprietary information, but no less than a reasonable degree of care. Receiving Party will use the Confidential Information only for the Purpose. Receiving Party will disclose the Confidential Information only to its respective council, directors, officers, employees, agents or advisers who have a need to know with respect to the Purpose.

5. Inadvertent Failure to Designate. Inadvertent failure to designate Confidential Information shall not be construed as a waiver, in whole or in part, and may be corrected by the Disclosing Party by written notification to the Receiving Party promptly upon discovery of the failure to designate. Where the Disclosing Party inadvertently fails to designate information as CONFIDENTIAL at the time it is produced to the Receiving Party, the terms of this Agreement will apply to the Receiving Party once the Disclosing Party has notified the Receiving Party that the information has been designated as CONFIDENTIAL by the Disclosing Party.

6. Disclosing Party's Retainer of Rights. Nothing in this Agreement shall (a) restrict either party's rights with respect to its own documents or information; (b) restrict either party's rights with regard to disclosed material that has not been designated as CONFIDENTIAL; (c) prejudice either party's rights to object to the production or disclosure of documents or other information that it considers not subject to disclosure; (d) prejudice either party's right to invoke any applicable common law or statutory right or privilege or other prohibition on the disclosure of information that relates to or derives from information disclosed; (e) requires either party to disclose information to the other.

7. Subpoena or Request to Produce. If either party receives a subpoena or request for Confidential Information, counsel for the recipient of such request shall immediately notify opposing counsel, identifying the documents or information sought and enclosing a copy of the subpoena or request. When notification is made pursuant to this paragraph, the Parties shall afford each other five (5) business days after notification is made to provide the other party with a detailed statement of objections to disclosure, identifying the information which such party objects to the production of, and the basis for such objection(s). Neither party shall produce or disclose Confidential Information or documents before the five-day notice period has expired. If, within five (5) business days of receiving such notice, a party provides the party served with the subpoena or request for disclosure with a statement of its objections to disclosure, the Parties shall cooperate reasonably with one another in seeking to quash the subpoena or request and shall not make such production or disclosure except pursuant to a Court Order requiring compliance or as provided in Paragraph 8 below.

8. CORA Requests. Each party is subject to the Colorado Open Records Act ("CORA"). If either party receives a CORA request for Confidential Information the party receiving such request may disclose Confidential Information as required to comply with such law so long as the recipient: (1) gives the other party prior written or oral notice sufficient to allow the other party to seek a protective order or other remedy at its sole cost; or (2) with agreement of the party whose Confidential Information is at issue, discloses only such information as is required by CORA. If, pursuant to (1) above the party whose Confidential Information is at issue seeks a

protective order, the party receiving the CORA request will withhold the Confidential Information from disclosures pending a Court order or other legal resolution. If, pursuant to (2) above the disclosure of certain information is necessary under CORA, the party whose Confidential Information is at issue will work with the party receiving the CORA request to ensure that release of such information is made within the time proscribed by CORA.

9. Return of Confidential Information. Upon termination of this Agreement, Receiving Party shall promptly destroy or return to Disclosing Party all Confidential Information provided. However, this provision shall not require the alteration, modification, deletion, or destruction of computer back up media made in the ordinary course of business, nor shall it prevent the retention of one archival copy of the Confidential Information, so long as such media and archival copy are maintained in confidence.

10. No Waiver of Disclosing Party's Rights or Receiving Party's Liabilities. Disclosing Party does not (1) surrender, grant or transfer to Receiving Party any rights under copyright, patent, or other statutory or common law property and other legal rights that Disclosing Party holds now or may acquire later relating to the Confidential Information; or (2) release Receiving Party from any liabilities relating to such rights.

11. Term. This Agreement becomes effective on the Effective Date and will terminate two years from the Effective Date unless a time extension or modification is mutually agreed upon in writing between the Parties, or, a party provides a termination notice to the other party with 30 days written notice ("Termination Date").

12. Duty of Confidentiality. The obligations of confidentiality and non-use of Confidential Information terminates ten years after the Termination Date.

13. Applicable Law. This Agreement is governed by and construed in accordance with the laws of Colorado. Regardless of venue or jurisdiction, the governmental and sovereign immunities afforded both parties, including, without limitation, the Colorado Governmental Immunity Act, CRS §§ 24-10-101 et seq., apply and control.

14. Legal and Equitable Relief. In the event of any actual or threatened breaches of this Agreement by a party or its representatives, the aggrieved party may seek all legal and equitable remedies afforded it under law.

15. Notices. All notices or other communications hereunder shall be sufficiently given and shall be deemed given when personally delivered, or after the lapse of five (5) business days following mailing by certified mail-return receipt requested, postage prepaid, addressed as follows:

TO GREELEY:

City of Greeley
ATTN: Sean Chambers, Director of Water & Sewer
1001 11th Ave, 2nd Floor,
Greeley, Colorado 80631

With copy to: City Attorney
1100 10th Street, Suite 401
Greeley, Colorado 80631

TO THORNTON: City of Thornton
ATTN: Brett E. Henry, Executive Director-
Infrastructure
12450 Washington Street
Thornton, CO 80241

With copy to: City of Thornton
ATTN: City Attorney
9500 Civic Center Drive
Thornton, CO 80229

16. Entire Agreement. This Agreement sets forth the entire agreement of the Parties as to the subject matter. No modification or waiver of any of the provisions of this Agreement is valid unless in writing and signed by the duly authorized representatives of the Parties.

17. Severability. The unenforceability or invalidity of any provision of this Agreement does not impair, affect or invalidate the other provisions of this Agreement.

18. Assignment. Neither party may assign any rights or delegate any duties under this Agreement without the written consent of the other party.

19. Power to Agree. Each party represents to the other party that the signatory of this document is signing and acting on behalf of the party listed and holds full authority to execute such agreements.

20. Disclaimer and Limitation on Warranties. INFORMATION, INCLUDING CONFIDENTIAL INFORMATION, IS PROVIDED "AS IS." EACH PARTY ACKNOWLEDGES AND CONFIRMS TO THE OTHER PARTY THAT NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, IS OR WILL BE MADE, AND NO RESPONSIBILITY OR LIABILITY IS OR WILL BE ACCEPTED BY EITHER PARTY, OR BY ANY OF ITS RESPECTIVE COUNCIL, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR ADVISERS, AS TO, OR IN RELATION TO, THE ACCURACY OR COMPLETENESS OF ANY CONFIDENTIAL INFORMATION MADE AVAILABLE TO THE OTHER PARTY OR ITS ADVISERS; IT IS RESPONSIBLE FOR MAKING ITS OWN EVALUATION OF SUCH CONFIDENTIAL INFORMATION.

21. Counterparts and Electronic Delivery. This Agreement may be executed in two or more identical counterparts. Electronic transmission is acceptable as an original. Digital signatures have the same force and effect as an original signature.

22. Scope. It is understood and agreed by the Parties that this Agreement does not constitute, and shall not be deemed, a partnership, association, or joint venture.

**THE CITY OF THORNTON, COLORADO, a
Colorado home rule municipality**

By: _____
Brett E. Henry, Executive Director-Infrastructure

ATTEST:

By: _____
Kristen N. Rosenberg, City Clerk

APPROVED AS TO LEGAL FORM:
Luis A. Corchado, City Attorney

By: _____
Senior Assistant City Attorney

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

**THE CITY OF GREELEY, COLORADO, a
Colorado municipal corporation,**

By: _____
Roy H. Otto, City Manager

APPROVED AS TO LEGAL FORM:

By: _____
Doug Marek, City Attorney

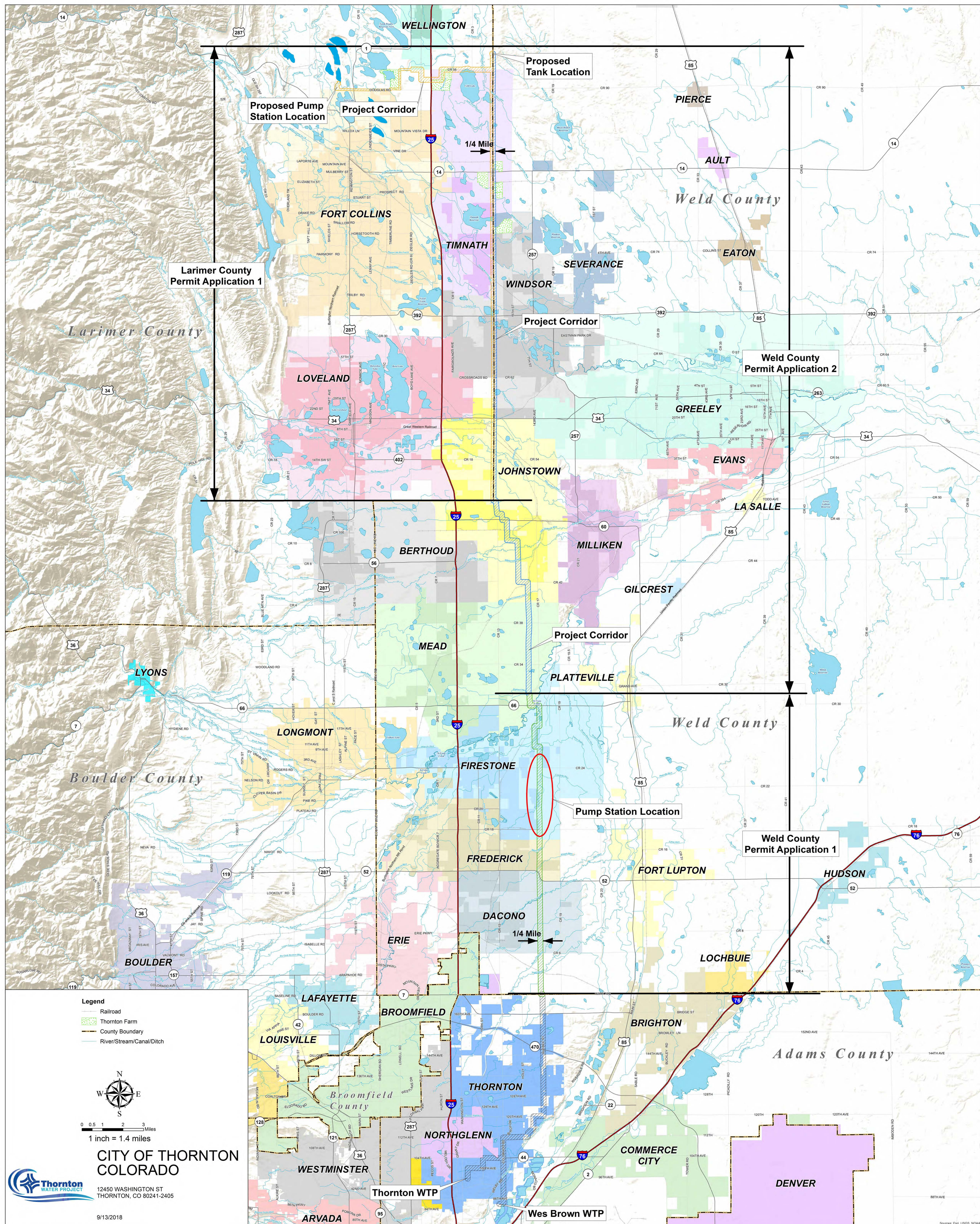
AS TO AVAILABILITY OF FUNDS:

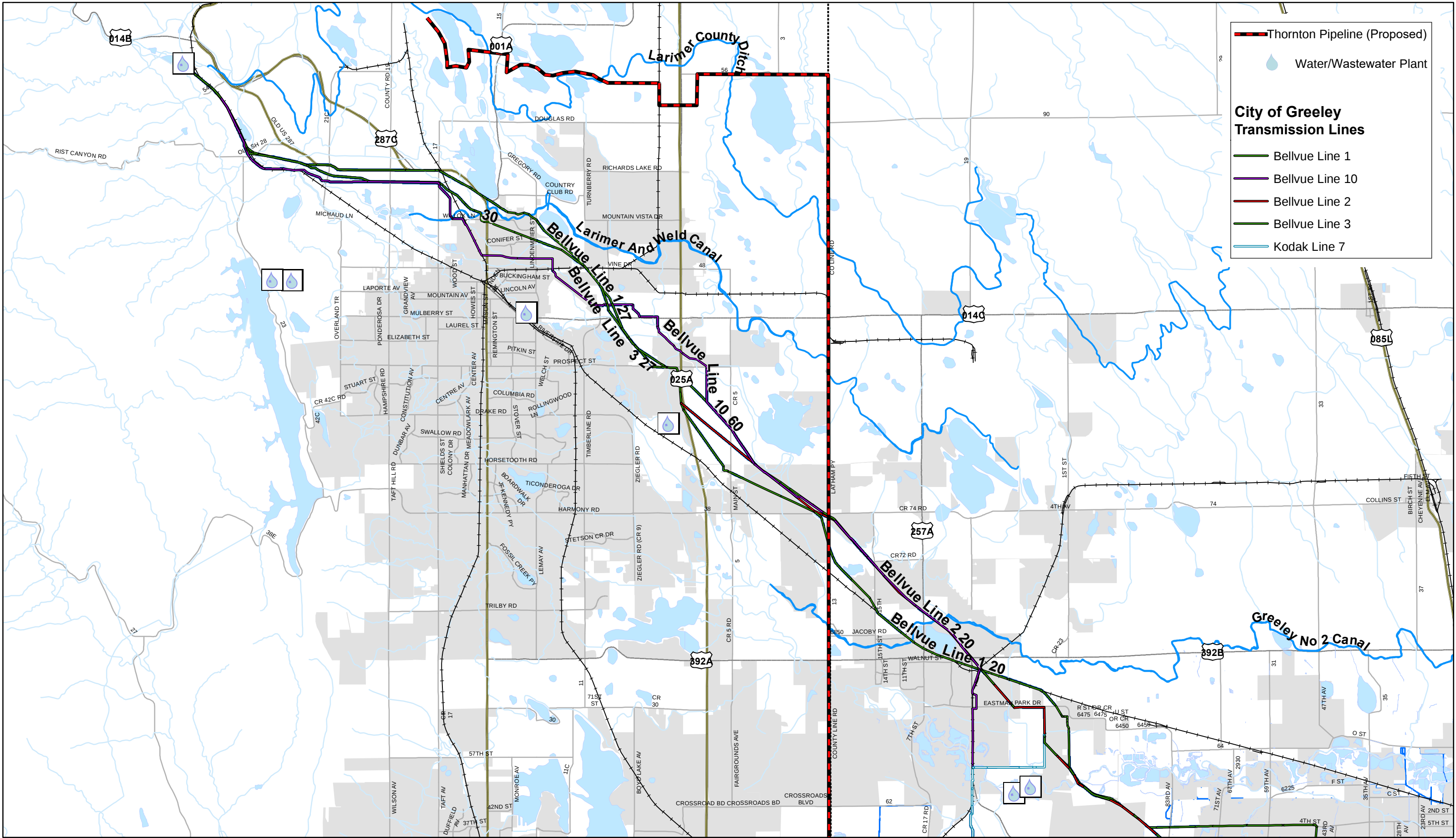
By: _____
Director of Finance

RECOMMENDED:

By: *Harold Evans*
Chairman, Water and Sewer Board

LARIMER AND WELD COUNTY PERMIT SEGMENT MAP





Council Agenda Summary

May 7, 2019

Agenda Item Number 15

Key Staff Contact: Ben Snow, Economic Health & Housing Director, 970-350-9384

Title:

Consideration of the Fifth Amendment to the Development Agreement between Leprino Foods and the City of Greeley concerning continuation of a sales and use tax waiver

Summary:

The City and Leprino Foods entered into a Development Agreement on June 13, 2008 related to the company's redevelopment of the vacant former Wester Sugar Factory site into a cheese food processing plant. The size of the Leprino investment and related job creation qualified the company for certain economic incentives, including a waiver from sales and use taxes. The original development agreement provided a blend of incentives, including Urban Renewal tax increment support and a 50% waiver of sales and use tax. City Council approved the extension of this sales and use tax in 2016 to include additional plant expansion work completed through 2018.

Leprino has completed Phases 1 – III of the original redevelopment "Project" as defined in the Development Agreement and is now poised to make substantial, additional capital improvements throughout the plant, estimated at \$30million. The company seeks extension of the 50% sales and use tax waiver to cover those improvements.

If approved, this sales tax waiver would extend through December 2021.

Fiscal Impact:

Does this item create a fiscal impact on the City of Greeley?	While the City will not collect the full sales and use tax from this capital construction work, the size of the project at \$30M is still expected to net the City well over \$600k in new sales and use over the term of the agreement.
If yes, what is the initial, or, onetime impact?	
What is the annual impact?	
What fund of the City will provide Funding?	
What is the source of revenue within the fund?	
Is there grant funding for this item?	No
If yes, does this grant require a match?	
Is this grant onetime or ongoing?	
Additional Comments:	

Legal Issues:

None.

Other Issues and Considerations:

None.

Applicable Council Priority and Goal:

Support for Economic Development

Decision Options:

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

Council's Recommended Action:

A motion to approve the amendment as presented.

Attachments:

Fifth Amendment to the Development Agreement

**FIFTH AMENDMENT TO THE DEVELOPMENT AGREEMENT
(50% Sales Tax Waiver- Additional Facility Improvements)**

This Fifth Amendment to the DEVELOPMENT AGREEMENT (“Fifth Amendment”) is entered into as of April 4, 2019 by and between LEPRINO FOODS COMPANY (“Leprino”), a Colorado corporation, and THE CITY OF GREELEY, COLORADO, a home rule municipal corporation (“City”).

WHEREAS, on June 13, 2008, the City and Leprino entered into a Development Agreement (“Development Agreement”); and

WHEREAS, on November 25, 2008, the City and Leprino entered into the First Amendment to the Development Agreement (“First Amendment”); and

WHEREAS, on July 15, 2013, the City and Leprino entered into the Second Amendment to the Development Agreement (“Second Amendment”); and

WHEREAS, on February 17, 2016, the City and Leprino entered into the Third Amendment to the Development Agreement (“Third Amendment”); and

WHEREAS, on March 13, 2017, the City and Leprino entered into the Fourth Amendment to the Development Agreement (“Fourth Amendment”); and

WHEREAS, Leprino has completed Phases I, II and III of the “Project” (as defined in the Development Agreement, as amended) and has started to implement further expansions, which would include additional milk processing capacity and significant capital investment in the form of new manufacturing and processing capability and equipment related to the production of various dairy products, as well as energy and water conservation, wastewater treatment and other sustainability projects (collectively referred to as “Additional Facility Improvements”). These Additional Facility Improvements have been ongoing since before 2019 and are expected to continue through the end of 2021; and

WHEREAS, Leprino and the City have agreed to amend the Development Agreement to induce Leprino to continue with these Additional Facility Improvements; and

WHEREAS, Leprino and the Greeley Urban Renewal Authority (“GURA”) entered into a separate Redevelopment and Reimbursement Agreement dated April 23, 2008 (the “GURA Agreement”), which was subsequently amended by the First Amendment to the GURA Agreement dated November 17, 2008; and

WHEREAS, Leprino and GURA have executed a Second Amendment to the GURA Agreement dated August 12, 2009; and

WHEREAS, the Development Agreement may be amended from time to time, in whole or in part, by mutual written consent of the parties hereto or their successors in interest; and

WHEREAS, the City and Leprino desire to amend the Development Agreement in accordance with this Fifth Amendment.

FIFTH AMENDMENT TO DEVELOPMENT AGREEMENT

IN CONSIDERATION OF THE RECITALS, COVENANTS AND PROVISIONS SET FORTH HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT, SUFFICIENCY AND ADEQUACY OF WHICH ARE HEREBY ACKNOWLEDGED BY AND BETWEEN THE PARTIES, THE PARTIES AGREE AS FOLLOWS:

- I. Other Terms in Full Force and Effect. Except as specifically modified herein, all of the terms and conditions of the Development Agreement, First Amendment, Second Amendment, Third Amendment, and Fourth Amendment remain in full force and effect.
- II. Amendment to Section I.E.3.b of the Development Agreement. Section I.E.3.b of the Development Agreement (as amended by the Third Amendment with the addition of Section I.E.3.b.i) is amended by adding the following subparagraph as a new Section I.E.3.b.ii.:
 - ii. Additional Facility Improvements.

With respect to Additional Facility Improvements, which would include all investments by Leprino commencing with, and retroactive to, January 1, 2019 and continuing through December 31, 2021 (“Additional Facility Improvements Investment Timeframe”), and based on the expectation that Leprino’s total investment for such Additional Facility Improvements will exceed \$10,000,000, the City agrees to waive 50% of Greeley sales and use taxes assessed upon construction materials, manufacturing and processing equipment, computer hardware, and machinery installation incurred in connection with such Additional Facility Improvements, whether paid by Leprino, Leprino’s general contractor or any subcontractor. The City’s agreement to waive 50% of Greeley sales and use taxes set forth above is based on Leprino exceeding \$10,000,000 in investments during the Additional Facility Improvements Investment Timeframe (the “Additional Facility Improvements Sales and Use Tax Waiver Criteria”). In the event that Leprino does not meet the Additional Facility Improvements Sales and Use Tax Waiver Criteria during the Additional Facility Improvements Investment Timeframe, Leprino agrees to repay any incentives received pursuant to this paragraph on a pro-rata basis in accordance with the provisions of City Code Section 4.52.060.

IN WITNESS WHEREOF, this Agreement has been entered into between Leprino and the City as of the day and year first above written.

[Signature page follows]

FIFTH AMENDMENT TO DEVELOPMENT AGREEMENT

CITY OF GREELEY, COLORADO

By: Mayor _____

ATTEST:

By: _____
City Clerk

APPROVED AS TO SUBSTANCE:

By: _____
City Manager

APPROVED AS TO LEGAL FORM

By: _____
City Attorney

APPROVED AS TO AVAILABILITY OF FUNDS

By: _____
Director of Finance

LEPRINO FOODS COMPANY,
a Colorado Corporation.

By: _____

Its: _____

**APPROVED AS TO FORM AND
ENFORCEABILITY:**

By: _____

Its: Deputy General Counsel

Council Agenda Summary

May 7, 2019

Agenda Item Number 16

Key Staff Contact: Renee Wheeler, Finance Director, 350-9732

Title:

Introduction and first reading of an ordinance amending Sections 2.07.040, 4.20.160, and 4.20.190 of the Greeley Municipal Code regarding Intergovernmental Agreements, Change Orders, and Contract Types

Summary:

There are three municipal code provisions staff believes need clarification to direct accountability appropriately and avoid cluttering city council agendas with administrative level review: intergovernmental agreements, change orders, and types of contracts.

City Council approved revisions to the contracts and purchasing chapters of the code April, 2018. Over the last year as the code provisions were being administered, clarifications around the dollar threshold for elevating the oversight responsibility to the City Council level appeared to be necessary. The following minor changes are being recommended for consideration.

- 1) 2.07.040 Intergovernmental Agreements - more specificity around when intergovernmental agreements should be submitted to City Council for consideration (over \$100,000, significant policy, or required by law).
- 2) 4.20.160 Change Orders – more specifically designating City Council considerations for 25% change orders to contracts \$100,000 or greater.
- 3) 4.20.190 – Types of Contracts – clarifying that any legally acceptable and appropriate contract type may be used by the City.

All recommendations are being made to maintain the integrity the oversight responsibility of the code provisions at a \$100,000 threshold and ensure that staff has the ability to make the most effective use of alternate delivery contracts that are common place in the construction industry (i.e., construction management at risk CMAR, progressive design build).

Fiscal Impact:

Does this item create a fiscal impact on the City of Greeley?	No
If yes, what is the initial, or, onetime impact?	
What is the annual impact?	
What fund of the City will provide Funding?	
What is the source of revenue within the fund?	N/A
Is there grant funding for this item?	N/A

If yes, does this grant require a match?	
Is this grant onetime or ongoing?	
Additional Comments:	

Legal Issues:

Consideration of this matter is a legislative process.

Other Issues and Considerations:

None

Applicable Council Priority and Goal:

The municipal code serves as the legal foundation to perform our duties and provide regulation transparency.

Infrastructure & Growth: Civic Infrastructure – create a community that recognizes and capitalizes on the power of aligned principled relationships to address any challenges we face.

Decision Options:

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

Council's Recommended Action:

A motion to introduce the ordinance and schedule the public hearing and final reading for May 21, 2019.

Attachments:

Ordinance

CITY OF GREELEY, COLORADO

ORDINANCE NO. _____, 2019

AN ORDINANCE AMENDING SECTIONS 2.07.040, 4.20.160,
AND 4.20.190 OF THE GREELEY MUNICIPAL CODE REGARDING
INTERGOVERNMENTAL AGREEMENTS, CHANGE ORDERS, AND CONTRACT TYPES

WHEREAS, the Greeley City Council adopted Chapter 2.07 by adoption of Ordinance No. 18, 2018 and 4.20 by adoption of Ordinance No. 17, 2018; and

WHEREAS, Chapter 2.07 governs the execution of Contracts by the City and sets forth the approvals and signatures required at specified contractual limits; and

WHEREAS, Chapter 4.20 governs Purchasing policy at the City of Greeley; and

WHEREAS, a Finance Department staff review of Chapter 2.07 and 4.20 determined that additional changes need to be made; and

WHEREAS, the proposed changes to the Municipal Code are for the purpose of clarification and uniformity; and

WHEREAS, the City has begun using more alternative delivery contracts and the removal of the prohibition on certain contract types will enable City staff to continue to expand use of alternative delivery methods to reduce cost and expedite progress; and

WHEREAS, it is in the best interests of the citizens of the City of Greeley to amend Chapter 2.07 and 4.20.

NOW THEREFORE, IT IS HEREBY ORDAINED BY THE CITY COUNCIL FOR THE
CITY OF GREELEY, COLORADO, AS FOLLOWS:

Section 1. Sections 2.07.040, 4.20.160, and 4.20.190 (a) of the Greeley Municipal Code shall be amended as set forth in Exhibit A attached hereto and incorporated herein by this reference.

Section 2. This Ordinance shall become effective five days following its final publication, as provided by the Greeley City Charter.

PASSED AND ADOPTED, SIGNED AND APPROVED THIS _____ DAY OF _____, 2019.

ATTEST:

CITY OF GREELEY, COLORADO

City Clerk

Mayor

Exhibit (Simple Mark-Up Version)

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2.07.040 - Intergovernmental agreements.

The City may enter into contracts with other governmental bodies to furnish governmental services and make charges for such services or enter into cooperative or joint activities with other governmental bodies. ~~Approval of such agreements will be approved by City Council resolution or ordinance authorizing the City Manager or his/her designee to sign the agreement.~~ Such agreements will be approved as to substance by the City Manager or designee, as to legal form by the City Attorney or designee, and as to availability of funds by the Director of Finance or designee, except such agreements will be approved by City Council resolution or ordinance:

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- (a) When the approval of the proposed agreement involves the direct, monetary payment of more than \$100,000; or,
- (b) in the judgment of the City Manager, the proposed agreement entails significant policy considerations; or,
- (c) the approval by City Council is required by state or federal law.

~~(Ord. 18, 2018, §1(Exh. A), 4 3 2018; Ord. 23, 2013 §2; Ord. 13, 2011 §1; Ord. 78, 1992 §1(part))~~

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4.20.160 - Change orders.

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All change orders are processed on a form with the need and source of funds. The description shall include what impacts this change order will have on the future of the project's availability of monies. Department directors may approve any and all change orders within the budgeted contingency. The budgeted contingency shall be included in all original project budgets as adopted with the City's adopted budget. The City Manager can authorize a maximum of twenty-five percent (25%) of the original contract. ~~Every contract m~~Change orders or contract price adjustments in excess of twenty-five percent (25%)edification to City contracts greater than \$100,000, change order or contract price adjustment in excess of twenty-five percent (25%), under a contract with the City shall be subject to prior approval by the City Council.

~~(Ord. 17, 2018, § 1(Exh. A, B), 4 3 2018)~~

4.20.190 - Types of contracts.

- (a) General authority. Subject to the limitations of this Section and funding source agreements, any type of contract which is appropriate to the procurement, compliant with any applicable federal and state laws, and which will promote the best interests of the City may be used ~~provided that the use of a cost-plus-a-percentage-of-cost contract is prohibited.~~

Council Agenda Summary

May 7, 2019

Agenda Item Number 17

Key Staff Contact: Brad Mueller, Community Development Director, 970-350-9786

Title:

Introduction and first reading of an Ordinance changing the official zoning map of the City of Greeley, Colorado, from PUD (Planned Unit Development) to C-H (Commercial High Intensity) zoning for approximately 1.62 acres of property known as the 2700 and 2720 35th Avenue Rezone

Summary:

The City of Greeley is considering a request from Corey Stinar, on behalf of Circle K Stores, to rezone approximately 1.62 acres of land, located at 2700 and 2720 35th Avenue, from the PUD (Planned Unit Development) Zone District to the C-H (Commercial High Intensity) Zone District (see Attachments A, B, C & D).

The Planning Commission considered the request on April 23, 2019, and unanimously recommended approval to City Council.

Fiscal Impact:

Does this item create a fiscal impact on the City of Greeley?	No
If yes, what is the initial, or, onetime impact?	Varies based on build-out
What is the annual impact?	Varies based on build-out
What fund of the City will provide Funding?	Development impact fees, then general revenue sources
What is the source of revenue within the fund?	Development impact fees, then general revenue sources
Is there grant funding for this item?	N/A
If yes, does this grant require a match?	
Is this grant onetime or ongoing?	
Additional Comments:	

Legal Issues:

Consideration of this matter is a quasi-judicial process.

Other Issues and Considerations:

None noted.

Applicable Council Priority and Goal:

Consistency with Comprehensive Plan and Development Code standards.

Decision Options:

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

Council's Recommended Action:

A motion to introduce the ordinance and schedule the public hearing and final reading for May 21, 2019.

Attachments:

Ordinance
Vicinity Map

CITY OF GREELEY, COLORADO

ORDINANCE NO. _____, 2019

CASE NO. ZON2018-0018

AN ORDINANCE CHANGING THE OFFICIAL ZONING MAP OF THE CITY OF GREELEY, COLORADO, FROM PUD (PLANNED UNIT DEVELOPMENT) TO C-H (COMMERCIAL HIGH INTENSITY) ZONING FOR APPROXIMATELY 1.62 ACRES OF PROPERTY KNOWN AS THE 2700 AND 2720 35TH AVENUE REZONE

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

Section 1. The following described property located in the City of Greeley is hereby changed from the zoning district referred to as PUD (Planned Unit Development) to C-H (Commercial High Intensity), in the City of Greeley, County of Weld, State of Colorado:

See attached legal description

Section 2. The boundaries of the pertinent zoning districts as shown on the official zoning map are hereby changed so as to accomplish the above-described zoning changes, and the Mayor and City Clerk are hereby authorized and directed to sign and attest an entry which shall be made on the official zoning map to reflect this change.

Section 3. This ordinance shall become effective five (5) days after its final publication as provided by the Greeley City Charter.

PASSED AND ADOPTED, SIGNED AND APPROVED, THIS _____ DAY OF _____, 2019.

ATTEST:

THE CITY OF GREELEY

City Clerk

Mayor

Legal Description

A parcel of land situated in the SW 1/4 of Section 13, T.5N., R.66W. of the 6th P.M., City of Greeley, County of Weld, State of Colorado, and being more particularly described as follows:

Commencing at the Southwest Corner of Section 13, T.5N., R.66W. of the 6th P.M.;
Thence N00°15'00"W along the West Line of SW 1/4 of said Section 11, a distance of 409.39 feet to a point on the Northerly R.O.W. Line of 28th Street (Frontage Road) extended and the Point of Beginning;

Thence N82°22'30"W along said Northerly R.O.W. Line extended, a distance of 17.16 feet;

Thence N00°15'00"W parallel to and 17.00 feet west of said West Line of the SW 1/4 of Section 11, a distance of 257.61 feet;

Thence S89°43'50"E a distance of 17.00 feet to a point on said West Line;

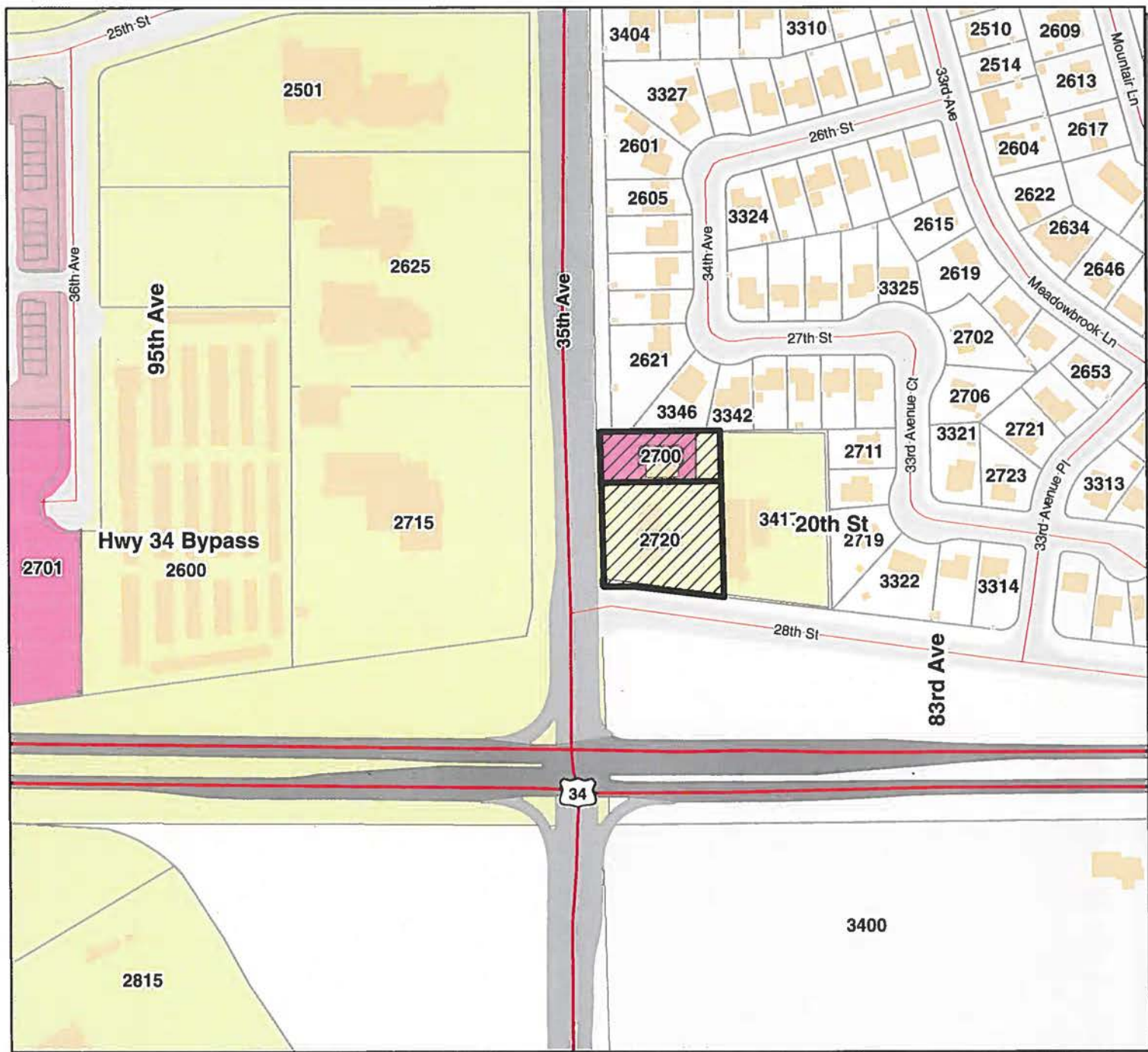
Thence S89°43'50"E along a portion of the Southerly Lines of Lots 20 through 22, Block 4, West Lake Park Third Filing, Weld County Records, a distance of 240.22 feet to the Northwest Corner of Lot 1, Breeze Thru Minor Subdivision, Weld County Records;

Thence S00°15'00"E along the Westerly Line of said Lot 1, a distance of 290.85 feet to a point on the Northerly R.O.W. Line of 28th Street (Frontage Road);

Thence N82°22'30"W along said Northerly R.O.W. Line, a distance of 242.50 feet to the Point of Beginning.

Parcel Contains (70,534 Square Feet) 1.6192 Acres, more or less.

Vicinity Map



Legend

Parcels selection

StreetCenterlines

CLASSIFICATION

Expressway

Arterials

Local, Collectors

Unknown

City Limits

Building

2720 and 2700 Rezone

0 0.05 0.1
Miles

113



Council Agenda Summary

May 7, 2019

Agenda Item Number 18

Key Staff Contact: Brad Mueller, Community Development Director, 970-350-9786

Title:

Introduction and first reading of an ordinance changing the official zoning map of the City of Greeley, Colorado, from PUD (Planned Unit Development) to PUD (Planned Unit Development) to allow for the additional uses within the Promontory PUD, Area B only, of churches, schools and recreational areas, for property located south of Highway 34 Business (10th Street), west of Promontory Parkway, east of Promontory Circle and north of 16th Street

Summary:

The applicants are requesting to rezone approximately 55.44 acres from PUD (Planned Unit Development) to PUD (Planned Unit Development), known as the Promontory Preliminary PUD, Area B, 1st Amendment. As proposed, the applicants are requesting to add churches, schools and recreational areas uses. The existing PUD allows for the following uses: banks, savings and loans, financial intuitions, ATM windows, medical and dental offices and clinics, massage therapists, medical supply sales and rental, office and corporation headquarters, parking lots and structures, and restaurants, delis, and cafés, if contained within a primary use building.

The subject site is located South of Highway 34 Business (10th Street), west of Promontory Parkway, east of Promontory Circle and north of 16th Street.

The Planning Commission considered this request on April 23, 2019 and recommended approval by a vote of 5-0.

Fiscal Impact:

Does this item create a fiscal impact on the City of Greeley?	No
If yes, what is the initial, or, onetime impact?	
What is the annual impact?	
What fund of the City will provide Funding?	
What is the source of revenue within the fund?	
Is there grant funding for this item?	N/A
If yes, does this grant require a match?	
Is this grant onetime or ongoing?	
Additional Comments:	

Legal Issues:

Consideration of this matter is a quasi-judicial process.

Other Issues and Considerations:

None noted.

Applicable Council Priority and Goal:

Consistency with Comprehensive Plan and Development Code standards.

Decision Options:

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

Council's Recommended Action:

A motion to introduce the ordinance and schedule the public hearing and final reading for May 21, 2019.

Attachments:

Ordinance
Vicinity Map

CITY OF GREELEY, COLORADO

ORDINANCE NO. ____, 2019

CASE NO. ZON2019-0002

AN ORDINANCE CHANGING THE OFFICIAL ZONING MAP OF THE CITY OF GREELEY, COLORADO, FROM PUD (PLANNED UNIT DEVELOPMENT) TO PUD (PLANNED UNIT DEVELOPMENT) TO ALLOW FOR THE ADDITIONAL USES WITHIN THE PROMONTORY PUD, AREA B ONLY, OF CHURCHES, SCHOOLS AND RECREATIONAL AREAS, FOR PROPERTY LOCATED SOUTH OF HIGHWAY 34 BUSINESS (10TH STREET), WEST OF PROMONTORY PARKWAY, EAST OF PROMONTORY CIRCLE AND NORTH OF 16TH STREET

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

Section 1. The following described property located in the City of Greeley is hereby changed from the zoning district referred to as PUD (Planned Unit Development) to PUD (Planned Unit Development), in the City of Greeley, County of Weld, State of Colorado:

See attached legal description

Section 2. The boundaries of the pertinent zoning districts as shown on the official zoning map are hereby changed so as to accomplish the above-described zoning changes, and the Mayor and City Clerk are hereby authorized and directed to sign and attest an entry which shall be made on the official zoning map to reflect this change.

Section 3. This ordinance shall become effective five (5) days after its final publication as provided by the Greeley City Charter.

PASSED AND ADOPTED, SIGNED AND APPROVED, THIS ____ DAY OF _____, 2019.

ATTEST:

THE CITY OF GREELEY

City Clerk

Mayor

Legal Description

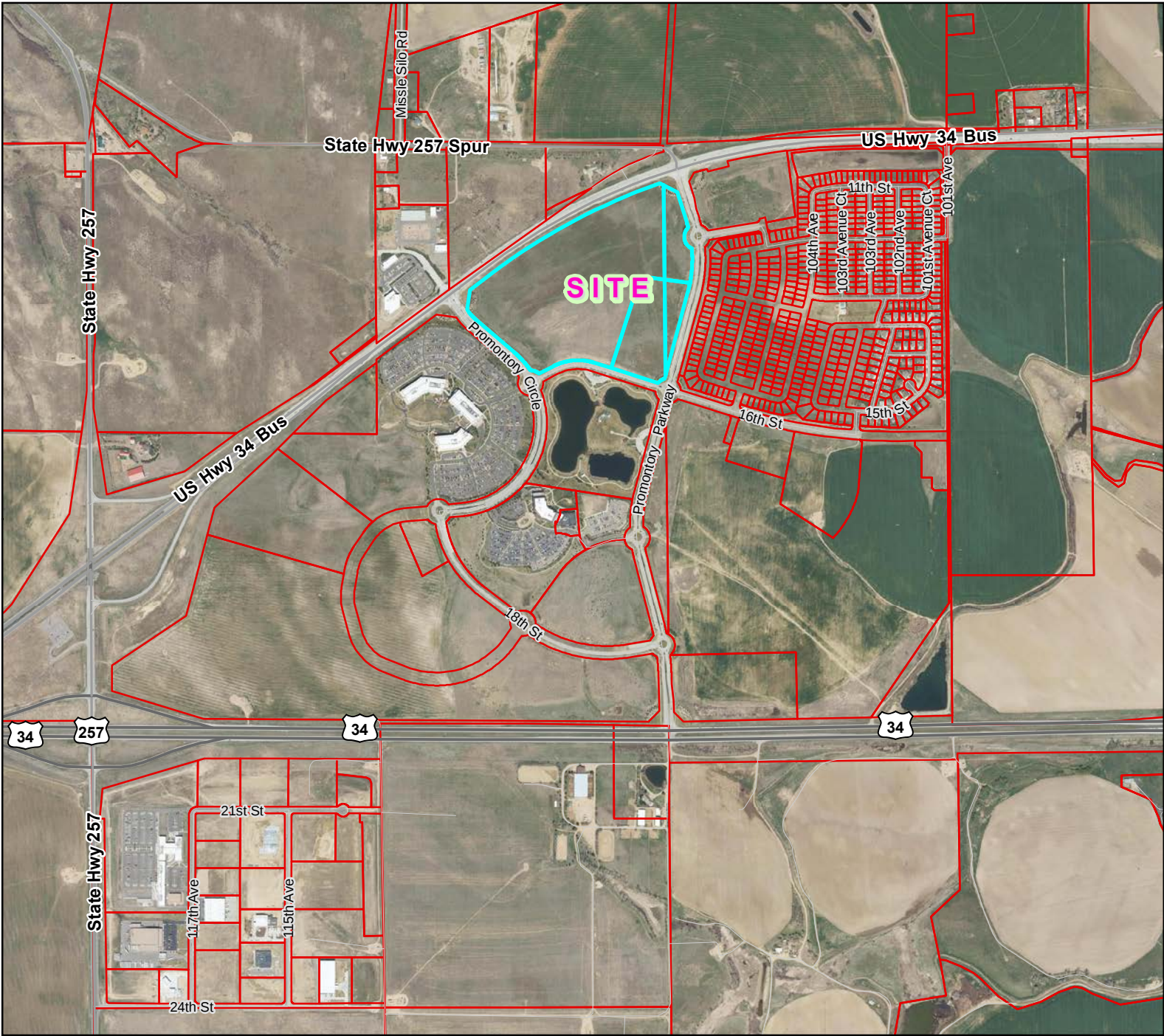
GR PROM PT L₂ PROMONTORY LYING IN SEC 12 BEG ON W LN SEC 12 AT POINT ON S R/W LN HWY 34 BUS RTE S50' M/L TO POB TH S62D50'E 140' S17D12'E 286.28' TH ALG CURVE TO L (R=1140) CHORD=S18D53'E 51.91' TH ALG CURVE TO L (R=116) CHORD=S09D43'E 193.55' TH ALG CURVE TO R (R=1140) CHORD=S03D05'W 315.35' TH N81D58'W 235' N00D25'W 860.19' TO POB. Approx. 3.960 acres

GR PROM L₂ PROMONTORY EXC NE POR LYING IN SEC 12 BEG ON W LN SEC 12 AT POINT ON S R/W LN HWY 34 BUS RTE S50' M/L TO POB TH S62D50'E 140' S17D12'E 286.28' TH ALG CURVE TO L (R=1140) CHORD=S18D53'E 51.91' TH ALG CURVE TO L (R=116) CHORD=S09D43'E 193.55' TH ALG CURVE TO R (R=1140) CHORD=S03D05'W 315.35' TH N81D58'W 235' N00D25'W 860.19' TO POB. Approx. 41.520 acres

GR PROM PT L₃ PROMONTORY LYING IN SEC 12 BEG ON W LN SEC 12 S00D25'E 910.19' M/L FROM S R/W LN HWY 34 BUS RTE TH S81D58'E 235' TO E LN SD L₂ TH ALG CURVE TO R (R=1140) CHORD=S13D04'W 80.74' S15D05'W 819.31' N00D04'W 902.47' TO POB. Approx. 2.430 acres

GR PROM L₃ PROMONTORY EXC E POR LYING IN SEC 12 BEG ON W LN SEC 12 S00D25'E 910.19' M/L FROM S LN HWY 34 BUS RTE TH S81D58'E 235' TO E LN SD L₂ TH ALG CURVE TO R (R=1140) CHORD=S13D04'W 80.74' S15D05'W 819.31' N00D04'W 902.47' TO POB. Approx. 7.530 Acres

Aerial/Vicinity Map



Notes:
All planimetric data was digitized from aerial photographs dated 1987, 1992, 1995, 2000, 2005, and 2014. Updates are continual and data representations will change over time. This product is not necessarily accurate to engineering or surveying standards but does meet National Mapping Accuracy Standards (NMAS). The information contained within this document is not intended to be used for the preparation of construction documents.

Information contained on this document remains the property of the City of Greeley. Copying any portion of this map without the written permission of the City of Greeley is strictly prohibited.

Promontory Preliminary PUD, Area B, 1st Amendment

Legend
 Property Lines



0 250 500 1,000
Feet



118

Created: April 4, 2011
By: garrott, CD

Council Agenda Summary

May 7, 2019

Agenda Item Number 19

Key Staff Contact: Brad Mueller, Community Development Director, 970-350-9786

Title:

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

Summary:

City Council approved the annexation on October 17, 2017.

Because of a technical error in the legal description submitted, this item must be re-approved by Council on first and second readings. Supporting documentation from the prior hearing is available on request. The proposed replacement Ordinance, with corrected legal description, is attached.

Fiscal Impact:

Does this item create a fiscal impact on the City of Greeley?	Yes Minimal
If yes, what is the initial, or, onetime impact?	Ongoing impacts only
What is the annual impact?	Police, fire & other city services
What fund of the City will provide Funding?	Development impact fees; general budgeted funds (for operations)
What is the source of revenue within the fund?	Varies
Is there grant funding for this item?	N/A
If yes, does this grant require a match?	
Is this grant onetime or ongoing?	
Additional Comments:	

Legal Issues:

Consideration of this matter is a legislative process which includes the following public hearing steps:

- 1) City staff presentation (if requested)
- 2) Council questions of staff
- 3) Public input (hearing opened, testimony - up to three minutes per person, hearing closed)
- 4) Council discussion
- 5) Council decision

Other Issues and Considerations:

None noted.

Applicable Council Priority and Goal:

Consistency with Comprehensive Plan and Development Code standards.

Decision Options:

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

Council's Recommended Action:

A motion to introduce the ordinance and schedule the public hearing and final reading for May 21, 2019.

Attachments:

Ordinance

CITY OF GREELEY,

COLORADO

ORDINANCE NO. _____, 2019

CASE NO. A 11:16

AN ORDINANCE CORRECTING THE LEGAL DESCRIPTION AND ANNEXATION TITLE CONTAINED IN ORDINANCE 47, 2017, REGARDING THE ANNEXATION OF THE PROPERTY KNOWN AS SIGNATURE BLUFFS NATURAL AREA ANNEXATION, NO. 3, LOCATED EAST OF THE 83RD AVENUE AND THE POUDRE RIVER LEARNING CENTER, AND NORTH OF POUDRE RIVER ROAD.

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

Section 1. The attached legal description replaces the contained in Ordinance 47, 2017.

SEE ATTACHED LEGAL DESCRIPTION

Said parcel contains 3.252 acres, more or less, and is subject to any easements or rights-of-way as granted or reserved by instruments of record, or as now existing on said described parcel of land.

Section 2. The following Title replaces that title contained in Ordinance 47, 2017:

AN ORDINANCE ANNEXING TO THE CITY OF GREELEY, COLORADO, CERTAIN UNINCORPORATED TERRITORY LOCATED IN WELD COUNTY, COLORADO, KNOWN AS THE "SIGNATURE BLUFFS NATURAL AREA, NO. 3," LOCATED EAST OF THE 83RD AVENUE AND THE POUDRE RIVER LEARNING CENTER, AND NORTH OF POUDRE RIVER ROAD.

Section 3. Except as amended herein, all provisions of Ordinance No. 47, 2017 remain in full force and effect.

Section 4. The ordinance shall become effective five (5) days after its final publication as provided by the Greeley City Charter.

PASSED AND ADOPTED, SIGNED AND APPROVED, THIS _____ DAY OF
_____, 2019.

ATTEST:

THE CITY OF GREELEY

City Clerk

Mayor

LEGAL DESCRIPTION

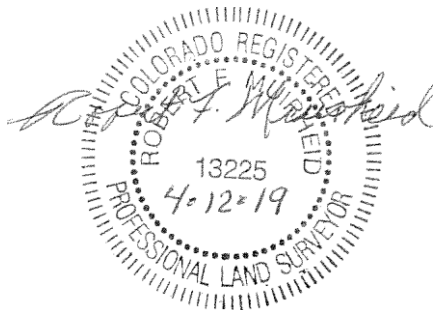
Annexation No. 3

A tract of land located in the Northeast 1/4 of Section 32, Township 6 North, Range 66 West of the 6th P.M. in Weld County, Colorado, more particularly described as follows:

BASIS OF BEARING: The North line of the Southeast 1/4 of Section 32 shown on a Land Survey Plat as recorded in Reception No. 4144591 of the records of Weld County, Colorado, said line being N 89°40'02" E from the Center 1/4 corner of said Section 32 to the East 1/4 corner of said section 32.

Beginning at the East 1/16 corner of C~C of said Section 32 and assuming the North line of the Southeast 1/4 of said Section 32 bears N 89°40'02" E and all other bearings contained herein being relative thereto. Thence along said North line of the Southeast 1/4 of Section 32 N 89°40'02" E, a distance of 241.94' more or less to the centerline of the Cache La Poudre River. Thence along said centerline, the following four (4) courses

N 14°52'56" E, a distance of 152.53'. Thence N 09°29'35" W, a distance of 229.71'. Thence N 33°33'05" W, a distance of 329.26'. Thence N 15°57'08" W, a distance of 182.32' more or less to the East line of the Northeast 1/4 of said Section 32. Thence along said East line S 00°46'25" W, a distance of 825.16' to the POINT OF BEGINNING. Said tract of land containing 141643Sq. Ft, or 3.252 Acres more or less.



Prepared By: _____

Robert F. Muirheid, P.L.S. Colorado

P.L.S. No. 13225

For and on Behalf of the City of Greeley

10019th Ave., Greeley, Colorado 80631

970-350-9799

Council Agenda Summary

May 7, 2019

Agenda Item Number 20

Key Staff Contact: Brad Mueller, Community Development Director, 970-350-9786

Title:

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

Summary:

City Council approved the annexation on April 18, 2017.

Because of a technical error in the legal description submitted, this item must be re-approved by Council, on both first and second readings. Supporting documentation from the prior hearing is available on request. The proposed replacement Ordinance, with corrected legal description, is attached.

Fiscal Impact:

Does this item create a fiscal impact on the City of Greeley?	Yes Minimal
If yes, what is the initial, or, onetime impact?	Ongoing impacts only
What is the annual impact?	Police, fire & other city services
What fund of the City will provide Funding?	Development impact fees; general budgeted funds (for operations)
What is the source of revenue within the fund?	Varies
Is there grant funding for this item?	N/A
If yes, does this grant require a match?	
Is this grant onetime or ongoing?	
Additional Comments:	

Legal Issues:

Consideration of this matter is a legislative process which includes the following public hearing steps:

- 1) City staff presentation (if requested)
- 2) Council questions of staff
- 3) Public input (hearing opened, testimony - up to three minutes per person, hearing closed)
- 4) Council discussion
- 5) Council decision

Other Issues and Considerations:

None noted.

Applicable Council Priority and Goal:

Consistency with Comprehensive Plan and Development Code standards.

Decision Options:

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

Council's Recommended Action:

A motion to introduce the ordinance and schedule the public hearing and final reading for May 21, 2019.

Attachments:

Ordinance

CITY OF GREELEY, COLORADO

ORDINANCE NO. ____, 2019

CASE NO. A 6:16

AN ORDINANCE CORRECTING THE LEGAL DESCRIPTION AND ANNEXATION TITLE CONTAINED IN ORDINANCE NO. 15, 2017, REGARDING THE ANNEXATION OF PROPERTY KNOWN AS THE COTTONWOOD BEND NATURAL AREA ANNEXATION NO. 3, LOCATED EAST OF 59TH AVENUE AND NORTH OF F STREET

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

Section 1. The attached legal description replaces that contained in Ordinance No. 15, 2017

SEE ATTACHED LEGAL DESCRIPTION

Said parcel contains 82.483 acres, more or less, and is subject to any easements or rights-of-way as granted or reserved by instruments of record, or as now existing on said described parcel of land.

Section 2. The following Title replaces that title contained in Ordinance No. 15, 2017:

AN ORDINANCE ANNEXING TO THE CITY OF GREELEY, COLORADO, A PARCEL OF PROPERTY KNOWN AS THE COTTONWOOD BEND NATURAL AREA ANNEXATION NO. 3, LOCATED EAST OF 59TH AVENUE AND NORTH OF F STREET

Section 3. Except as amended herein, all provisions of Ordinance No. 15, 2017 remain in full force and effect.

Section 4. This ordinance shall become effective five (5) days after its final publication as provided by the Greeley City Charter.

PASSED AND ADOPTED, SIGNED AND APPROVED, THIS ____ DAY OF _____, 2019.

ATTEST: THE CITY OF GREELEY

City Clerk

Mayor

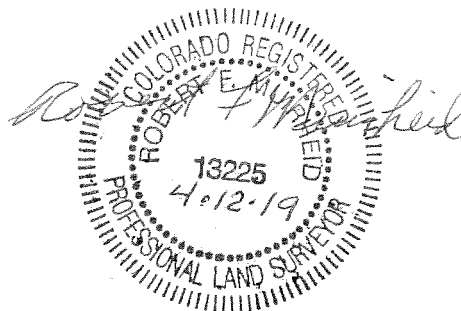
LEGAL DESCRIPTION

Annexation No. 3

A tract of land located in the West 1/2 of the West 1/2 of Section 34, Township 6 North, Range 66 West of the 6th P.M., in Weld County, Colorado, as described in Reception No. 4130031 of the records of said Weld County, more particularly described as follows:

BASIS OF BEARING: The West line of the Southwest 1/4 of said Section 34 is assumed to be N 00°21'26" W, a distance of 1342.77' from the West 1/4 corner of Section 34 and the North 1/16 corner of Sections 34 & 33, as shown on a Land Survey recorded in Reception No. 4141254 of the records of Weld County, Colorado.

Commencing at the North 1/16 corner of said Section 34 & 33; Thence N 89°49'21"E, a distance of 50.00' to the **POINT OF BEGINNING**. Thence continuing N89°49'21"E along the North line of the Southwest 1/4 of the Northwest 1/4 of said Section 34, a distance of 1273.90'. Thence S 00°19'57" E, a distance of 3271.87'. Thence N 61°54'30" W, a distance of 475.62'. Thence N 42°31'05" W, a distance of 289.93'. Thence N 69°21'38" W, a distance of 698.42' to a point on the Easterly right-of-way of 59th Avenue. Thence continue along said Easterly right-of-way N 00°30'00" W, a distance of 674.43'. Thence N 14°42'58" E, a distance of 162.77'. Thence N00°23'55"W, a distance of 424.99'. Thence N 61°12'04" E, a distance of 54.70' to a point of curve concave to the Southwest. Thence along the arc of said curve a distance of 41.02' whose radius is 30.00', a delta angle of 78°20'47", a chord bearing of N 22°02'04" E a distance of 37.90' to the PT of said curve. Thence N 17°07'57"W, a distance of 28.45'. Thence N 66°53'43" W, a distance of 58.46'. Thence N44°12'46"E, a distance of 51.97'. Thence N 00°23'30" W, a distance of 392.54'. Thence N 43°18'53" W, a distance of 80.70'. Thence N 00°21'03" W, a distance of 71.43'. Thence N 03°57'13" W, a distance of 477.41'. Thence N 00°21'03" W, a distance of 179.41' to the **POINT OF BEGINNING**. Said tract of land containing 3592967 Sq. Ft, or 82.483 Acres more or less.



Council Agenda Summary

May 7, 2019

Agenda Item Number 21

Key Staff Contact: Brad Mueller, Community Development Director, 970-350-9786

Title:

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

Summary:

City Council approved the annexation on April 18, 2017.

Because of a technical error in the legal description submitted, this item must be re-approved by Council on first and second readings. Supporting documentation from the prior hearing is available on request. The proposed replacement Ordinance, with corrected legal description, is attached.

Fiscal Impact:

Does this item create a fiscal impact on the City of Greeley?	Yes Minimal
If yes, what is the initial, or, onetime impact?	Ongoing impacts only
What is the annual impact?	Police, fire & other city services
What fund of the City will provide Funding?	Development impact fees; general budgeted funds (for operations)
What is the source of revenue within the fund?	Varies
Is there grant funding for this item?	N/A
If yes, does this grant require a match?	
Is this grant onetime or ongoing?	
Additional Comments:	

Legal Issues:

Consideration of this matter is a legislative process.

Other Issues and Considerations:

None noted.

Applicable Council Priority and Goal:

Consistency with Comprehensive Plan and Development Code standards.

Decision Options:

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

Council's Recommended Action:

A motion to introduce the ordinance and schedule the public hearing and final reading for May 21, 2019.

Attachments:

Ordinance

CITY OF GREELEY, COLORADO

ORDINANCE NO. ____, 2019

CASE NO. A 8:16

AN ORDINANCE CORRECTING THE LEGAL DESCRIPTION AND ANNEXATION TITLE CONTAINED IN ORDINANCE NO. 17, 2017, REGARDING THE ANNEXATION OF PROPERTY KNOWN AS THE COTTONWOOD BEND NATURAL AREA ANNEXATION NO. 5, LOCATED EAST OF 59TH AVENUE AND NORTH OF F STREET

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

Section 1. The attached legal description replaces that contained in Ordinance No. 17, 2017

SEE ATTACHED LEGAL DESCRIPTION

Said parcel contains 8.261 acres, more or less, and is subject to any easements or rights-of-way as granted or reserved by instruments of record, or as now existing on said described parcel of land.

Section 2. The following Title replaces that title contained in Ordinance No. 17, 2017:

AN ORDINANCE ANNEXING TO THE CITY OF GREELEY, COLORADO, A PARCEL OF PROPERTY KNOWN AS THE COTTONWOOD BEND NATURAL AREA ANNEXATION NO. 5, LOCATED EAST OF 59TH AVENUE AND NORTH OF F STREET

Section 3. Except as amended herein, all provisions of Ordinance No. 17, 2017 remain in full force and effect.

Section 4. This ordinance shall become effective five (5) days after its final publication as provided by the Greeley City Charter.

PASSED AND ADOPTED, SIGNED AND APPROVED, THIS ____ DAY OF _____, 2019.

ATTEST: THE CITY OF GREELEY

City Clerk

Mayor

LEGAL
DESCRIPTION

ANNEXATION

5

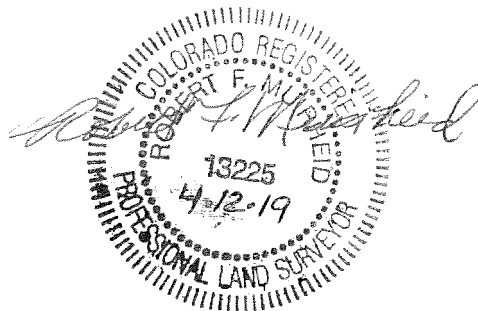
A tract of land located in the Southeast 1/4 of the Southwest 1/4 of Section 34, Township 6 North, Range 66 West of the 6th P.M., in Weld County, Colorado, more particularly described as follows:

BASIS OF BEARING: N 00°00'03" E of the West line of a tract of land located in the Southeast 1/4 of the Southwest 1/4 of said Section 34, as recorded in Reception No. 4154253 of the records of Weld County, Colorado.

Beginning at a point on the West line of the Southeast 1/4 of the Southwest 1/4 of said Section 34, from whence the Southwest corner of the Southeast 1/4 of the Southwest 1/4 of said Section 34 bears

S 00°00'03" W, a distance of 551.97', said point furthermore being a point on the North right-of-Way line of F Street. Thence N 00°00'03" E, a distance of 471.03' to a point on the apparent centerline of the Cache La Poudre River. Thence along the said apparent centerline for three (3) courses; S74°37'34"E, a distance of 279.79'. Thence S 85°38'00" E, a distance of 175.00'. Thence N74°38'00"E, a distance of 272.00'. Thence S 00°00'00" E, a distance of 70.00'. Thence N 74°33'36" E, a distance of 115.92'. Thence N 66°41'54" E, a distance of 186.00'. Thence N 49°07'00" E, a distance of 71.30'. Thence S 00°00'00" E, a distance of 418.77' to a point on the North right-of-way line of said F Street. Thence along said North right-of-way line S 75°30'00" W, a distance of 109.15'. Thence N 85°30'00" W, a distance of 394.52'.

Thence S 76°00'00" W, a distance of 81.70'. Thence S 77°38'45" W a distance of 475.78' to the POINT OF BEGINNING. Said tract of land containing 359854.2 Sq. Ft, or 8.261 Acres more or less.



Council Agenda Summary

May 7, 2019

Agenda Item Number 22

Title

Pulled Consent Agenda Items

Council Agenda Summary

May 7, 2019

Agenda Item Number 23

Key Staff Contact: Brad Mueller, Community Development Director, 970-350-9786

Title:

Public hearing and final reading of an ordinance annexing to the City of Greeley, Colorado, certain unincorporated territory located in Weld County, Colorado, known as the 2034 Enclave Annexation, generally located north of Highway 34 Bypass and south of 20th Street, between 83rd Avenue and 95th Avenue

Summary:

Initiated by the City of Greeley, this is a request for approval of an enclave annexation of properties that consist of 8.98 acres.

Enclaves are parcels of land that are completely surrounded by incorporated city limits. According to Section 18.26.050(d) of the City of Greeley Development Code and Section 31-12-106 of the Colorado Revised Statutes, annexations of enclaves may be initiated by the City Council when such enclaves have been completely surrounded by property in the City for a period of at least three years. The subject site has been entirely surrounded by the municipal boundary of the City for eighteen years and was eligible for annexation as of March, 2004.

It is in the City's interest to annex key enclaves to allow for efficient provision of city services and to provide predictability to the development process. For example, these "islands" within the city limits currently are technically served by the County Sheriff, even though in practice they lie within the patrol areas of the Police Department. Similar conditions exist for city streets and the impacts to city services such as stormwater, schools, and parks.

By annexing these properties, there is more predictability and stronger coordination for key infrastructure, such as setting the future alignment of 20th Street. Future water and sewer service would require annexation under city service policies anyway, so "filling in the holes" establishes the basis for most future development needs. As part of this process, staff has been in contact with landowners to allow them to document grandfathered conditions and rights of the property owners.

The City Attorney's Office has determined that enclave annexations do not require review by the Planning Commission. However, the subsequent required establishment of zoning is required to have Planning Commission and Council review, as is typical, and will be introduced separately.

Fiscal Impact:

Does this item create a fiscal impact on the City of Greeley?	Yes
If yes, what is the initial, or, onetime impact?	Ongoing impacts only

What is the annual impact?	Police, fire and other city services
What fund of the City will provide Funding?	Development impact fees; general budgeted funds (for operations)
What is the source of revenue within the fund?	Varies
Is there grant funding for this item?	N/A
If yes, does this grant require a match?	
Is this grant onetime or ongoing?	
Additional Comments:	Most impacts will be commensurate with development and offset through the normal collection of impact fees and normal taxing revenue sources.

Legal Issues:

Enclave annexations do not require a resolution finding substantial compliance with State annexation laws in the manner that non-enclave annexations do, so these may be directly heard by Council on 1st and 2nd Reading.

Consideration of this matter is a legislative process which includes the following public hearing steps:

- 1) City staff presentation (if requested)
- 2) Council questions of staff
- 3) Public input (hearing opened, testimony - up to three minutes per person, hearing closed)
- 4) Council discussion
- 5) Council decision

Other Issues and Considerations:

None noted.

Applicable Council Priority and Goal:

Consistency with Comprehensive Plan and Development Code standards.

Decision Options:

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

Council's Recommended Action:

Finding in favor of the annexation, two motions are required:

- A) A motion directing the City Attorney to prepare a resolution setting forth the Council's findings and conclusion that: 1) the applicable parts of the Colorado Revised Statutes are met; 2) an election is not required; and 3) there are no additional terms and conditions imposed.
- B) A motion that the proposed 2034 Enclave Annexation meets the required Development Code criteria found in Section 18.26.050(a) (1-4) and C.R.S.

Sections 31-12-106 and 107, and therefore approve the annexation and adopt the ordinance and publish with reference to title only.

Attachments:

Ordinance

Vicinity Map

Staff report

CITY OF GREELEY, COLORADO

ORDINANCE NO. ____, 2019

CASE NO. _____

AN ORDINANCE ANNEXING TO THE CITY OF GREELEY, COLORADO, CERTAIN UNINCORPORATED TERRITORY LOCATED IN WELD COUNTY, COLORADO, KNOWN AS THE 2034 ENCLAVE ANNEXATION, LOCATED NORTH OF HIGHWAY 34 AND SOUTH OF 20TH STREET, WELD COUNTY, COLORADO

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

Section 1. The City Council of Greeley, Colorado, hereby finds:

- A. The requirements of the applicable parts of Section 30 of Article II of the State Constitution and Colo. Rev. Stat. §31-12-106, have been met including the following:
- i. Not less than one-sixth of the perimeter of the area proposed to be annexed is contiguous with the City as can be seen from the annexation map.
 - ii. A community of interest exists between the area proposed to be annexed and the City, due to the proximity of the area to the City, the desires of the owners to annex, and existing City services in the area.
 - iii. The area is urban or will be urbanized in the near future and the area is already substantially integrated with, and is capable of being fully integrated with the City.
 - iv. It is practical to extend City services to the area on the same terms and conditions on which services are available to City citizens generally.
 - v. No land held in identical ownership has been divided into separate parts. No land with a valuation of over \$200,000 has been included without written consent. No annexation proceedings concerning this area have been commenced by any other municipality.
 - vi. This annexation will not result in any detachment of area from School District 6. No part of the area to be annexed extends any more than three miles from the existing City boundaries. The entire width of any streets to be annexed is included within the annexation.
 - vii. Access shall be allowed to annexed portions of the street to the owner of unincorporated property adjoining annexed streets on a reasonable basis.
- B. No petition for annexation election has been submitted and an election is not required pursuant to Section 30(1)(a) of Article II of the State Constitution and Colo. Rev. Stat. §31-12-107(2).

- C. The City Council has determined that no additional terms and conditions have been imposed without consent of 100% of the landowners.
- D. Proper notice of this hearing was published and mailed as required by Colo. Rev. Stat. §31-12-108.

Section 2. The territories described below in this section are hereby approved for annexation and are hereby annexed to the City of Greeley. These territories referred to are located north of Highway 34 and south of 20th Street, and are described as follows:

SEE ATTACHED LEGAL DESCRIPTION

Said parcel contains 8.98 acres, more or less, and is subject to any easements or rights-of-way as granted or reserved by instruments of record, or as now existing on said described parcel of land.

Section 3. Pursuant to C.R.S. §31-12-113, one (1) copy of the map of the above-described territory and the original of the annexation ordinance shall be filed with the City Clerk of the City of Greeley, Colorado. Two (2) certified copies of this annexation ordinance and map of the area annexed shall be filed for recording with the Clerk and Recorder of Weld County, Colorado, within thirty (30) days after the effective date of this ordinance. The Clerk and Recorder of Weld County, Colorado, is required to file one (1) certified copy of the annexation ordinance and map with the Division of Local Government of the Colorado Department of Local Affairs, as required by C.R.S. §13-12-113(2)(a).

Section 4. The City of Greeley, Colorado, hereby consents pursuant to C.R.S. §37-45-136(3.6), to the inclusion of lands identified above in Section 2 into the municipal subdistrict, Northern Colorado Water Conservancy District.

Section 5. Except for the purposes of general taxation, this annexation shall be effective five (5) days after the final publication of this ordinance.

PASSED AND ADOPTED, SIGNED AND APPROVED, THIS ____ DAY OF _____, 2019.

ATTEST:

THE CITY OF GREELEY

City Clerk

Mayor

LEGAL DESCRIPTION

A tract of land located in the North $\frac{1}{2}$ of Section 18, Township 5 North, Range, 66 West of the Sixth

Principal Meridian Weld County Colorado more particularly described as Follows:

BASIS OF BEARING: The North line of said Section being N 89°59'50" E and all bearings contained

herein being relative thereto.

Beginning at the Northeast corner of Lot A of the Recorded Exemption No. 0959-18-1-RE176 as

recorded in Reception Number 1660440 of the records of said Weld County, thence along the following courses of the Westerly line of said Lot A;

S 25°23'46" E, a distance of 309.05'

S 24°10'51" E, a distance of 316.53' to a point on the Northerly bank of the Boomerang Ditch;

Thence along said Northerly bank the following six courses;

N 40°29'23" E, a distance of 9.69'

N 70°47'52" E, a distance of 67.97'

N 86°42'26" E, a distance of 113.50'

S 84°24'39" E, a distance of 115.67'

S 60°51'34" E, a distance of 100.17'

S 45°40'48" E, a distance of 214.09' to the Southeast corner of said Lot A;

Thence continue along said Northerly bank S 45°40'48" E, a distance of 9.02' to the Northeasterly

corner of a tract of land as recorded in Reception No. 4035663 of the records of said Weld County;

thence along the Easterly and Westerly line of said tract the following two courses;

S 01°18'06" E, a distance of 270.19'

N 56°29'24" W, a distance of 717.31' to the Northwest corner of said tract said point furthermore

being the Southwesterly corner of a tract of land as recorded in Reception No. 2574720 of the records of said Weld County, thence along the Westerly line of said tract the following two courses;

N 56°29'24" W, a distance of 409.91'

N 57°45'27" W, a distance of 599.22' said point furthermore being the Southeast corner of a tract

of land as recorded in Reception No. 1738345 of the records of said Weld County, thence along the

Westerly line and Northerly line of said tract the following two courses;

N 57°45'27" W, a distance of 141.88' to the Northwest corner of said tract,

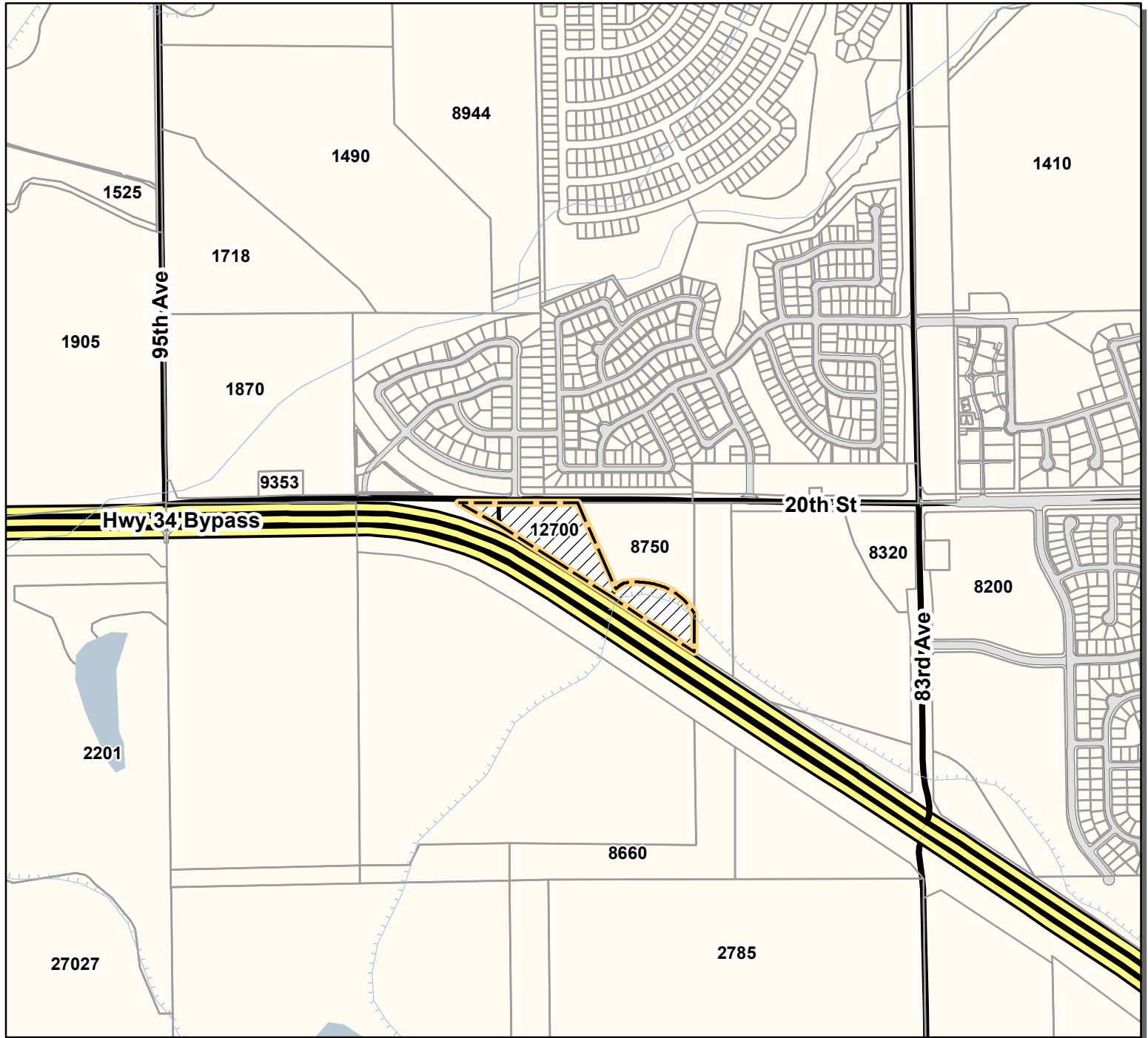
N 89°59'50" E, a distance of 120.00' the Northeast corner of said tract, said point furthermore being the Northwest corner of that tract as recorded in Reception No. 2574720. Thence along the

Northerly line of said tract N 89°59'50" E, a distance of 632.32' to the Point of Beginning for his

description and containing 391352 S.F. or 8.98 Acres more or less.

Vicinity Map

2034 Enclave Annexation

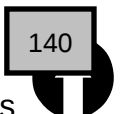


ANX2018-0005

Legend

- | | | | |
|--|-------------------------|---|-------------------|
|  | City Limits |  | Expressway |
|  | 2034 Enclave Annexation |  | Arterials |
| | |  | Local, Collectors |
| | |  | Unknown |

0 0.25 0.5 Miles



CITY COUNCIL SUMMARY

ITEM: Annexation

FILE NUMBER: ANX2018-0005

PROJECT: 2034 Enclave Annexation

LOCATION: Various Properties – North of Highway 34 Bypass and south of 20th Street, in between 83rd Avenue and 95th Avenue

APPLICANT: City of Greeley, on behalf of Public Service of Colorado, Samad Aghajani, and Susan Aghajani

CASE PLANNER: Rachel Prelog, Planner II

CITY COUNCIL HEARING DATE: May 7, 2019

EXECUTIVE SUMMARY

The City of Greeley, on behalf of Public Service of Colorado, Samad Aghajani, and Susan Aghajani is considering and initiating a request for approval of an enclave annexation, which includes 8.98 acres of land located north of Highway 34 Bypass and south of 20th Street, in between 83rd Avenue and 95th Avenue (*see Attachments A – Vicinity Map and Attachment B – Annexation Plat*).

A. REQUEST

The City of Greeley is requesting approval of an enclave annexation known as the 2034 Enclave Annexation.

B. STAFF RECOMMENDATION

Approval

C. LOCATION

Abutting Zoning:

North: Residential Low Density (R-L)
South: Agricultural Holding (H-A)
East: Planned Unit Development (PUD)
West: Residential Medium Density (R-M) & Agricultural Holding (H-A)

Surrounding Land Uses:

North: Single-family Residential
South: Vacant/Undeveloped Land
East: Office Building with outdoor storage
West: Vacant/Undeveloped Land

Site Characteristics:

The subject sites are largely undeveloped. Parcel 095918100006 contains one billboard and one telecommunications tower. The Main Boomerang Ditch daylight north of Highway 34 and runs north and east through the parcel. Parcel 095918000055 contains one billboard. Parcel 095918000054 contains one billboard and Public Service of Colorado equipment. The topography of the enclave is highest in the southeast corner near Highway 34 and the Main Boomerang Ditch, and then slopes to the northwest (*see Attachments B – Site Analysis Map*).

Enclave Contiguity:

Required 100%

Provided 100%

D. BACKGROUND

The subject enclave, consisting of 8.98 acres, is composed of three parcels; parcel 095918100006 contains one billboard and one telecommunications tower, parcel 095918000055 contains one billboard, and parcel 095918000054 contains one billboard and Public Service of Colorado equipment (*see Attachments C – Site Analysis Map*).

An enclave is a property that is in unincorporated Weld County and completely surrounded by the City. According to Section 18.26.050(d) of the City of Greeley Development Code and Section 31-12-106 of the Colorado Revised Statutes, annexations of enclaves may be initiated by the City Council when such enclaves have been completely surrounded by property in the City for a period of at least three years. The subject enclave has been entirely surrounded by the municipal boundary of the City for eighteen years and was eligible for annexation as of March 2004. The City Attorney's Office has determined the proposal meets the statutory requirements to be considered for an enclave annexation.

The City is initiating this annexation, as allowed for enclave situations, in order to consolidate service delivery in the area, to coordinate emerging development, and to provide predictability for the eventual urban development of these lands.

The introduction of the ordinance was held on April 16. A City Council approved resolution is not required for enclave annexations. Once the area is annexed, State law required that zoning be established within 90 days. The establishment of zoning is considered by a separate application and will be heard by Council on June 4, 2019.

Planning staff requested the property owners complete a *Verification of Property Conditions* form, a voluntary tool to document any non-conformity on the properties. Samad Aghajani, and Susan Aghajani have provided documentation of their two properties existing conditions. Planning staff will verify site conditions provided and obtain photographs for all properties within the enclave and detailed descriptions for the other property that did not provided the verification form. This information will be included in the City's property file system for future

reference as a way to document and protect any grandfathered uses and rights of the property owners.

E. KEY ISSUES and ANALYSIS/APPROVAL CRITERIA

City Council shall consider comment from review agencies and offices, the staff recommendation, citizen comments, and the following criteria in taking action to recommend approval, denial, or to table the annexation for future consideration, per Section 18.26.050(a)(1-5).

1. The proposed annexation is in conformance with the Comprehensive Plan.

The following Imagine Greeley: The City of Greeley Comprehensive Plan, 2018 policies apply to this request:

Comprehensive Plan Policies & Objectives:

GC-1.5 Annexations: *When considering a proposed annexation, the City should find persuasive evidence that the inclusion of the property into the City's jurisdiction meets the goals and objectives of the Comprehensive Plan, and that the property can be developed in a manner that will be a positive addition to the city, improve the quality of Greeley's neighborhoods, and can be provided with municipal services.*

Staff Comment: The majority of the land within the enclave is presently undeveloped. While there are no land use proposals active for the site at this time it is currently marketed for sale. In addition, surrounding properties have been developed or are being redeveloped. The annexation of the subject site would allow the City to better manage service delivery to the area, coordinate emerging development, and to provide predictability for the eventual urban development of these lands.

The request complies with this criterion.

2. The proposed annexation promotes geographical balance if the City's land use pattern.

Staff Comment: The subject enclave is completely surrounded by existing city limits. The annexation will not expand the outer limits of the community in any direction. Rather, the proposed annexation helps provide geographical balance of the city's land use pattern by encompassing an area that is surrounded by existing city limits.

The proposal complies with this criterion.

3. Adequate services are, or will be, available to support the development expected to result from the proposed annexation.

Staff Comment: Municipal water and sewer are located in 20th Street and adjacent properties and are therefore available to the subject enclave. Extension of services, dedication of raw water, and plant investment fees would be required at the time of development.

The request complies with this criterion.

4. The proposed annexation provides for a continual and rational boundary.

Staff Comment: The area of annexation is an enclave adjacent to the municipal boundaries of the City of Greeley. The annexation boundary provides 100% contiguity and provides a continual and rational boundary to the City because it is completely surrounded by the City limits.

The request complies with this criterion.

5. The proposed annexation is needed to accommodate future land use requirements.

Staff Comment: The lands proposed to be annexed are not needed to accommodate future land use requirements.

The proposed enclave is located in an area envisioned to be a regional activity center in the Imagine Greeley Land Use Guidance Map. To support the envisioned commercial node and surrounding residential uses, the recommended land use is high intensity mix-use. Annexing these parcels would allow more effective planning and development of the area through the management of land uses, accesses, and right-of-way associated with the enclave.

The criteria is not applicable to this request.

F. PHYSICAL SITE CHARACTERISTICS

1. SUBDIVISION HISTORY

Parcels 095918000054 and 095918000055 were originally known as Lot B of RE-176, platted 1975. Parcels 095918000054 was created in 1977 via warranty deed. Parcel 0959181000006 appears to have also been created via warranty deed. The first transaction in Weld County records is dated 2006.

2. HAZARDS

There are no known environmental hazards within the enclave area.

3. WILDLIFE

There are no known significant wildlife species in the enclave area.

4. FLOODPLAIN

The subject enclave is not in the floodway or floodplain as identified by Federal Emergency Management Administration (FEMA) flood data. No change is expected to this area as a result of this enclave annexation request.

5. DRAINAGE AND EROSION

The existing drainage patterns are expected to continue to follow the existing lay of the land. Drainage patterns would be examined in greater detail through any future land use requests.

6. TRANSPORTATION

There are currently no accesses constructed to/from parcel 095918000055. Access would be granted onto 20th Street, if developed. The ultimate location would likely line up across from 90th Avenue. Parcel 095918000054 currently has direct access onto Highway 34 Bypass. If redeveloped, Colorado Department of Transportation has indicated that the existing access would be required to be removed. New access to the property would have to be granted through adjacent parcels onto 20th Street.

7. SERVICES

WATER

The subject site is not currently served by City of Greeley Water. There is an existing eight-inch water line north of the enclave within 20th Street. Future development of the site would be eligible to connect to the existing water line.

SANITATION

The subject site is not currently served by City of Greeley Sewer. There is a ten-inch sewer line north of the enclave that extends from the Mountain Shadows Subdivision into the FSNS Property located at 8750 20th Street. There is also an eight-inch line north of the enclave which is stubbed to 90th Avenue and 19th Street Road.

8. EMERGENCY SERVICES

The subject enclave is currently served by the Windsor/Severance Fire Protection District. With the successful annexation, the City of Greeley, on behalf of the property owners within the enclave, would petition for the properties to be withdrawn from the Windsor/Severance Fire Protection District. The City of Greeley Fire Department would take over fire services for this area, once the properties are annexed.

The closest fire station is approximately three miles northeast of the subject site on 10th Street near 71st Avenue. The City of Greeley Police Department would also serve this area with the completion of the annexation. The nearest police station is approximately six miles northeast of the subject enclave on 10th Street near 28th Avenue.

9. PARKS/OPEN SPACES

No public parks or public open space areas are proposed with this request. Mountain Shadows Natural Area and the Sheep Draw are located approximately ½ mile north of the enclave.

10. SCHOOLS

No schools are proposed or located within the subject enclave. The proposed enclave annexation is within the Windsor School District boundary. An impact report was sent to the district for their review and comment on March 25, 2019. No response has been received as of April 18, 2018.

G. PUBLIC NOTICE AND COMMENT

A copy of the Annexation Impact Report was forwarded to the Weld County of Board of County Commissioners, to the Windsor/Severance School District RE-4, and the Windsor/Severance Fire Protection District. No response from any of these entities has been received to date, April 29, 2019.

Neighborhood notices were mailed to surrounding property owners within 500 ft. of the subject site on April 19, 2019 per Development Code requirement. Two signs were posted on the subject enclave along 20th Street. Staff received one phone call from a nearby resident inquiring what an enclave was. She didn't have any comment or objection.

H. CITY COUNCIL RECOMMENDED MOTION

Based on the application received and the preceding analysis, City Council finds that the proposed 2034 Enclave Annexation meets the required Development Code criteria found in Section 18.26.050(a) (1-4) and C.R.S. Sections 31-12-106 and 107, and therefore approve the annexation and adopt the ordinance and publish with reference to title only.

ATTACHMENTS

Attachment A – Annexation Impact Report

Exhibit A – Vicinity Map

Exhibit B – Annexation Plat

Exhibit C – Legal Description

Attachment B – Site Analysis Map

**ANNEXATION IMPACT REPORT
2034 ENCLAVE ANNEXATION**

PROPERTY OWNERS	Public Service of Colorado Samad & Susan Aghajani
REPRESENTATIVE	Rachel Prelog, Planner II City of Greeley, Community Development
LOCATION	West of 83 rd Avenue, in between Hwy 34 bypass and 20 th Street
SIZE	8.98 Acres
CONTIGUITY	Required 16.67% Provided 100%
EXISTING USES	The subject sites are largely undeveloped. Parcel 095918100006 contains one billboard and one telecommunications tower. Parcel 095918000055 contains one billboard. Parcel 095918000054 contains one billboard and Public Service of Colorado equipment.
SURROUNDING LAND USES	North: Single Family Residential South: Undeveloped East: Commercial office building with outdoor storage West: Undeveloped
CURRENT ZONING	Weld County C-3 (Commercial) & A (Agriculture)
SURROUNDING ZONING	North: Residential Low Density (R-L) South: Agricultural Holding (H-A) East: Planned Unit Development (PUD) West: Residential Medium Density (R-M) & Agricultural Holding (H-A)
AVAILABLE UTILITIES	Private utilities; electric, gas, telephone, fiber optics, and cable television service, are available to the site. There is an eight (8) inch City of Greeley water line north of the enclave in 20 th Street. None of the subject properties are currently served by City of Greeley Water. There is a ten (10) inch City of Greeley sewer line north of the enclave that extends from the

Mountain Shadows Subdivision into the FSNS Property located at 8750 20th Street. There is also an eight (8) inch line north of the enclave which is stubbed to 90th Avenue and 19th Street Road, north of the enclave in the Mountain Shadows Subdivision. The subject enclave is currently not served by City of Greeley Sewer.

TAXING DISTRICTS

Aims Community College
Clearview Library
Northern Colorado Water (NCW)
Windsor School District RE-4
West Greeley Conservation
Weld County
Windsor-Severance Fire
Windsor-Severance Fire (Bond 2023)

INTENDED/PROPOSED USES

No current development plans

COMPREHENSIVE PLAN

The entire site lies within the Long-Range Expected Growth (LREGA). It is anticipated that the site will be developed with low density / rural residential uses.

ANALYSIS

As an enclave, the property is enclosed entirely by the municipal boundaries of the City of Greeley, which gives the annexation 100% contiguity with the City boundaries. The area of annexation has been an enclave of the City of Greeley since 2001. As such, it meets the Colorado Revised Statute 31-12-106 three-year standard regarding enclave annexations.

The annexation will not further extend the municipal boundary of the City of Greeley in any direction.

The annexation of this site into the City would be consistent with present growth patterns and Comprehensive Plan policies. There is evidence that this site shares a common interest with the City's future. The annexation of the subject site would allow the City to better manage service delivery to the area, coordinate emerging development, and to provide predictability for the eventual urban development of these lands.

The requirements of State statutes and City of

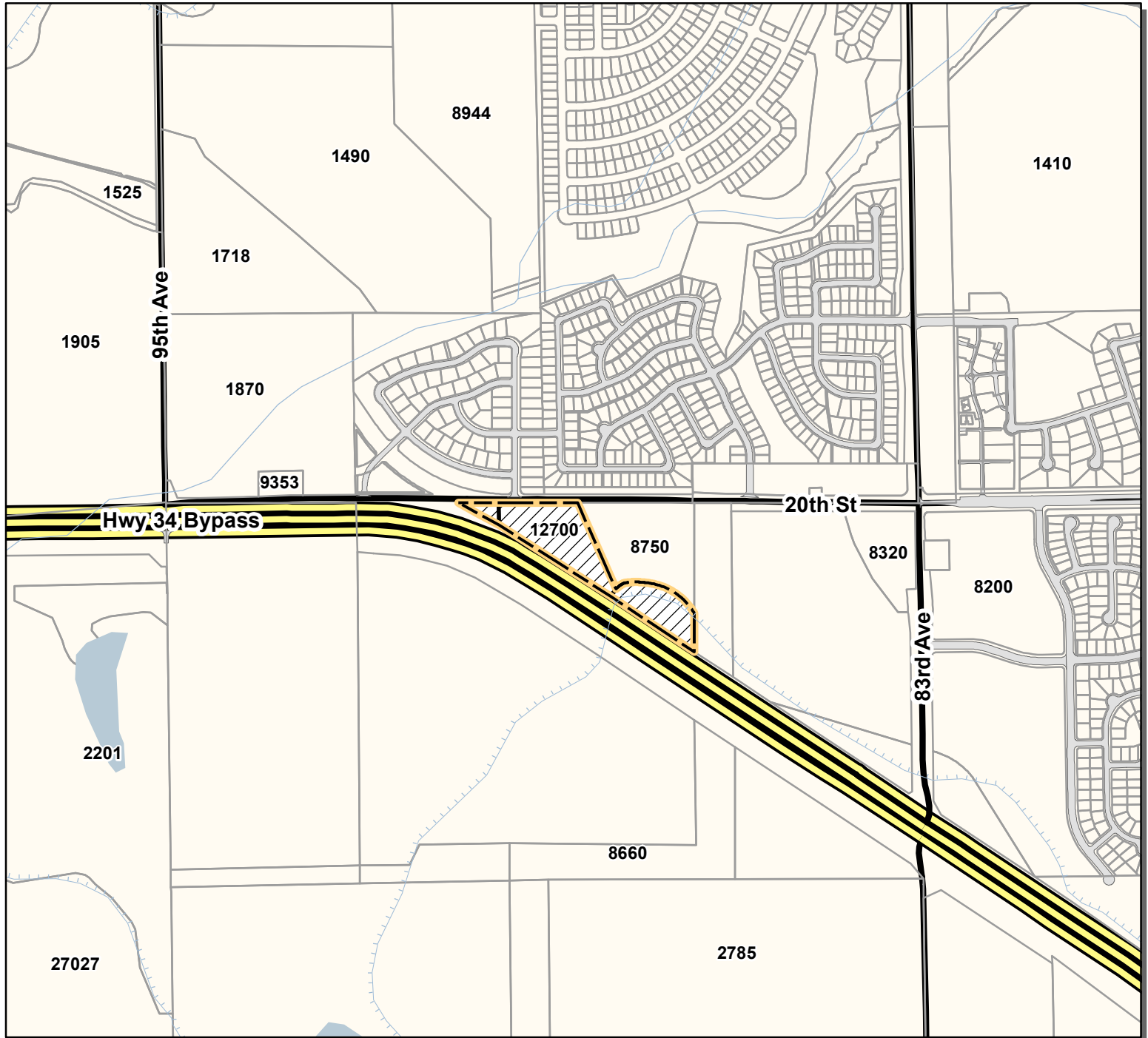
Greeley guidelines for annexation appear to have been met by this requested annexation.

ATTACHMENTS:

Exhibit A - Vicinity Map
Exhibit B - Annexation Plat
Exhibit C - Legal Description

Vicinity Map

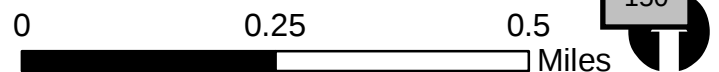
2034 Enclave Annexation



ANX2018-0005

Legend

- | | | | |
|--|-------------------------|---|-------------------|
|  | City Limits |  | Expressway |
|  | 2034 Enclave Annexation |  | Arterials |
| | |  | Local, Collectors |
| | |  | Unknown |



2034 ENCLAVE ANNEXATION
83RD AVENUE ~ 95TH AVENUE NORTH OF HIGHWAY 34 BYPASS
LOCATED IN SECTION 18, TOWNSHIP 5 NORTH, RANGE 66 WEST, 6TH P.M.
WELD COUNTY, COLORADO

LEGAL DESCRIPTION

A tract of land located in the North ½ of Section 18, Township 5 North, Range, 66 West of the Sixth Principal Meridian Weld County Colorado more particularly described as Follows:

BASIS OF BEARING; The North line of Lot A of Recorded Exemption Number 0959-18-1-RE176 N 89°59'50" E and all bearings contained herein being relative thereto.

Beginning at the Northeast corner of Lot A of the Recorded Exemption No. 0959-18-1-RE176 as recorded in Reception Number 1660440 of the records of said Weld County, thence along the following courses of the Westerly line of said Lot A;

S 25°23'46" E, a distance of 309.05'

S 24°10'51" E, a distance of 316.53' to a point on the Northerly bank of the Boomerang Ditch;

Thence along said Northerly, bank the following six courses;

N 40°29'23" E, a distance of 9.69'

N 70°47'52" E, a distance of 67.97'

N 86°42'26" E, a distance of 113.50'

S 84°24'39" E, a distance of 115.67'

S 60°51'34" E, a distance of 100.17'

S 45°40'48" E, a distance of 214.09' to the Southeast corner of said Lot A;

Thence continue along said Northerly bank S 45°40'48" E, a distance of 9.02' to the Northeastly corner of a tract of land as recorded in Reception No. 4035663 of the records of said Weld County; thence along the Easterly and Westerly line of said tract the following two courses;

S 01°18'06" E, a distance of 270.19'

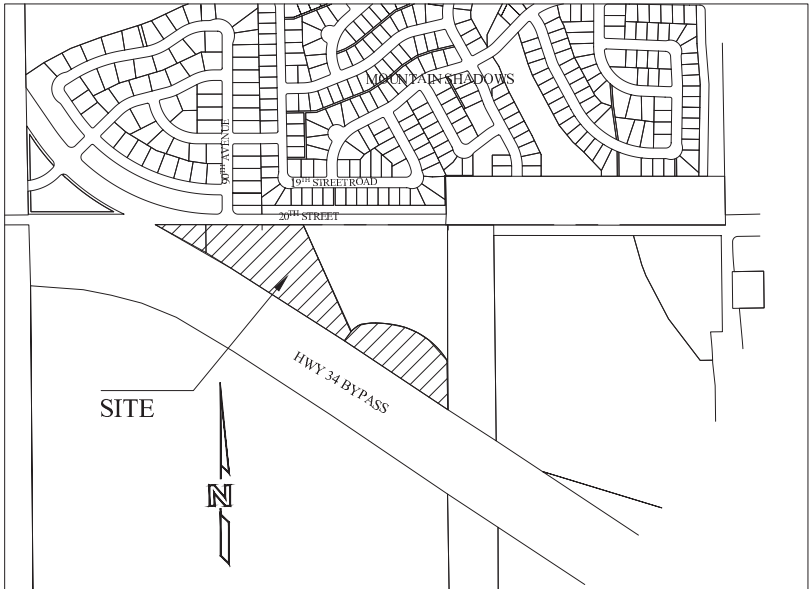
N 56°29'24" W, a distance of 717.31' to the Northwest corner of said tract said point furthermore being the Southwestly corner of a tract of land as recorded in Reception No. 2574720 of the records of said Weld County, thence along the Westerly line of said tract the following two courses;

N 56°29'24" W, a distance of 409.91'

N 57°45'27" W, a distance of 599.22' said point furthermore being the Southeast corner of a tract of land as recorded in Reception No. 1738345 of the records of said Weld County, thence along the Westerly line and Northerly line of said tract the following two courses;

N 57°45'27" W, a distance of 141.88' to the Northwest corner of said tract,

N 89°59'50" E, a distance of 120.00' the Northeast corner of said tract, said point furthermore being the Northwest corner of that tract as recorded in Reception No. 2574720, Thence along the Northerly line of said tract N 89°59'50" E, a distance of 632.32' to the **Point of Beginning** for his description and containing 391.352 S.F. or 8.98 Acres more or less.



VICINITY MAP
N.T.S.

ANNEXATION DATA

PERIMETER = 4146.5 L.F.

CONTIGUOUS Boundary = 4146.5 L.F.

½ OF CONTIGUOUS BOUNDARY = 691.1 L.F.

RATIO = 1 : 1

AREA BY
THIS ANNEXATION
CITY LIMITS
DENOTES CONTIGUOUS BOUNDARY

NOTES:

- BASIS OF BEARING;** The North line of Lot A of Recorded Exemption Number 0959-18-1-RE176, and Recorded in the Records of Weld County, Colorado under Reception Number 1660440 as being N 89°59'50" E a distance of 798.60 Feet.
- Linear measurements shown hereon are U.S. Survey Feet.
- The area covered by this Rezone Map includes those tracts of land bounded by the Northerly right-of-way of Highway 34 Bypass, the South right-of-way of 20th Street, the Westerly line and Southerly line of Recorded Exemption 0959-18-1-RE176, the Westerly line of that tract of land described in Reception Number 4082877 from the Southerly line said Exemption 0959-18-1-RE176 to the said Northerly right-of-way of Highway 34 Bypass.

ACCEPTANCE:

Said map was accepted by the City of Greeley, Weld County, Colorado and the territory therein designated made a part of said City of Greeley and included within the limits and jurisdiction thereof.

This the ____ Day of _____, 20____, A.D.

Attest: _____
CITY CLERK MAYOR

CITY ENGINEER CERTIFICATE OF APPROVAL

Approved this ____ Day of _____, 20____, A.D. by the City Engineer of the City of Greeley, Colorado.

CITY ENGINEER

COMMUNITY DEVELOPMENT DIRECTOR CERTIFICATE OF APPROVAL

Approved this ____ Day of _____, 20____, A.D. by the Community Development Director of the City of Greeley, Colorado.

Community Development Director

SURVEYOR'S STATEMENT:

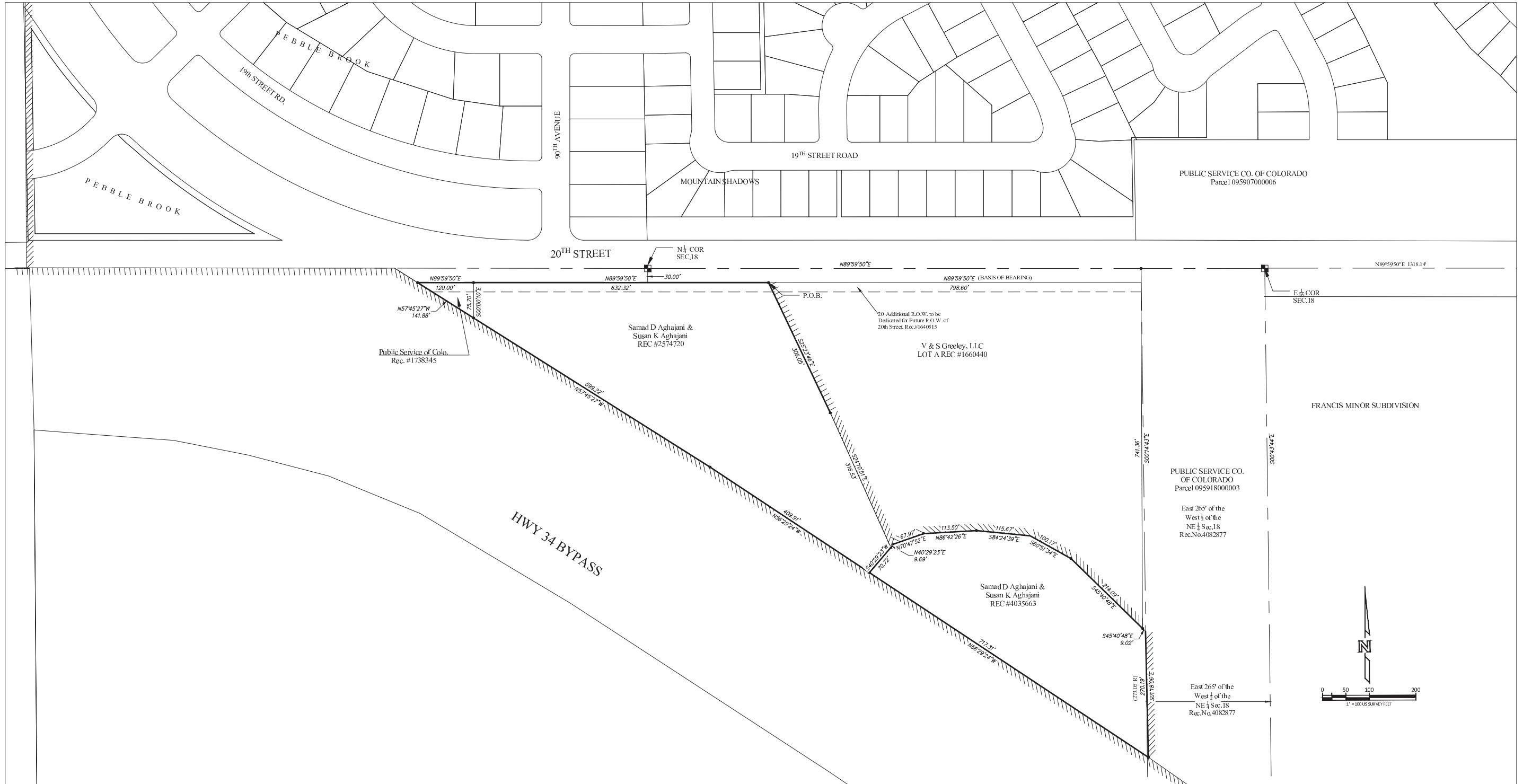
THIS ANNEXATION DRAWING IS NOT INTENDED TO BE A MONUMENTED LAND SURVEY. IT'S SOLE PURPOSE IS AS A GRAPHIC REPRESENTATION FROM EXISTING DOCUMENTS OF RECORD TO AID IN THE VISUALIZATION OF THE WRITTEN PROPERTY DESCRIPTION AS SHOWN HEREON AND THAT THE SAME IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.

I FURTHER STATE THAT NOT LESS THAN ONE-SIXTH OF THE PERIMETER OF THE AREA TO BE ANNEXED IS CONTIGUOUS TO THE BOUNDARY OF THE CITY OF GREELEY, COUNTY OF WELD, STATE OF COLORADO.

Robert F. Muirheid, P.L.S.
Colorado PLS No. 13225
For and on behalf of the City of Greeley

Drawing Date:				PUBLIC WORKS DEPARTMENT DIVISION OF ENGINEERING 1001 NINTH AVENUE GREELEY, COLORADO 80631	2034 ENCLAVE ANNEXATION NORTH of HIGHWAY 34 BYPASS	151	ON ASS	Sheet Revisions			WELD COUNTY COLORADO		SHEETS 1 2		
Drawing File Name:								3/29/2019	Added Basis of Brg.& Notes	Init.					
Full Path:															
Horiz. Scale:		Vert. Scale:												SECTION	18
Unit Information		Unit Leader										TOWNSHIP		5 NORTH	
Drawn by:		Checked by:										RANGE		66 WEST OF 6TH P.M.	

2034 ENCLAVE ANNEXATION
83RD AVENUE ~ 95TH AVENUE NORTH OF HIGHWAY 34 BYPASS
LOCATED IN SECTION 18, TOWNSHIP 5 NORTH, RANGE 66 WEST, 6TH P.M.
WELD COUNTY, COLORADO



LEGAL DESCRIPTION

A tract of land located in the North ½ of Section 18, Township 5 North, Range, 66 West of the Sixth Principal Meridian Weld County Colorado more particularly described as Follows:

BASIS OF BEARING: The North line of said Section being N 89°59'50" E and all bearings contained herein being relative thereto.

Beginning at the Northeast corner of Lot A of the Recorded Exemption No. 0959-18-1-RE176 as recorded in Reception Number 1660440 of the records of said Weld County, thence along the following courses of the Westerly line of said Lot A;

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Thence along said Northerly, bank the following six courses;

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S 01°18'06" E, a distance of 270.19'

N 56°29'24" W, a distance of 717.31' to the Northwest corner of said tract said point furthermore being the Southwesterly corner of a tract of land as recorded in Reception No. 2574720 of the records of said Weld County, thence along the Westerly line of said tract the following two courses;

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N 57°45'27" W, a distance of 599.22' said point furthermore being the Southeast corner of a tract of land as recorded in Reception No. 1738345 of the records of said Weld County, thence along the Westerly line and Northerly line of said tract the following two courses;

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N 89°59'50" E, a distance of 120.00' the Northeast corner of said tract, said point furthermore being the Northwest corner of that tract as recorded in Reception No. 2574720. Thence along the Northerly line of said tract N 89°59'50" E, a distance of 632.32' to the **Point of Beginning** for his description and containing 391352 S.F. or 8.98 Acres more or less.

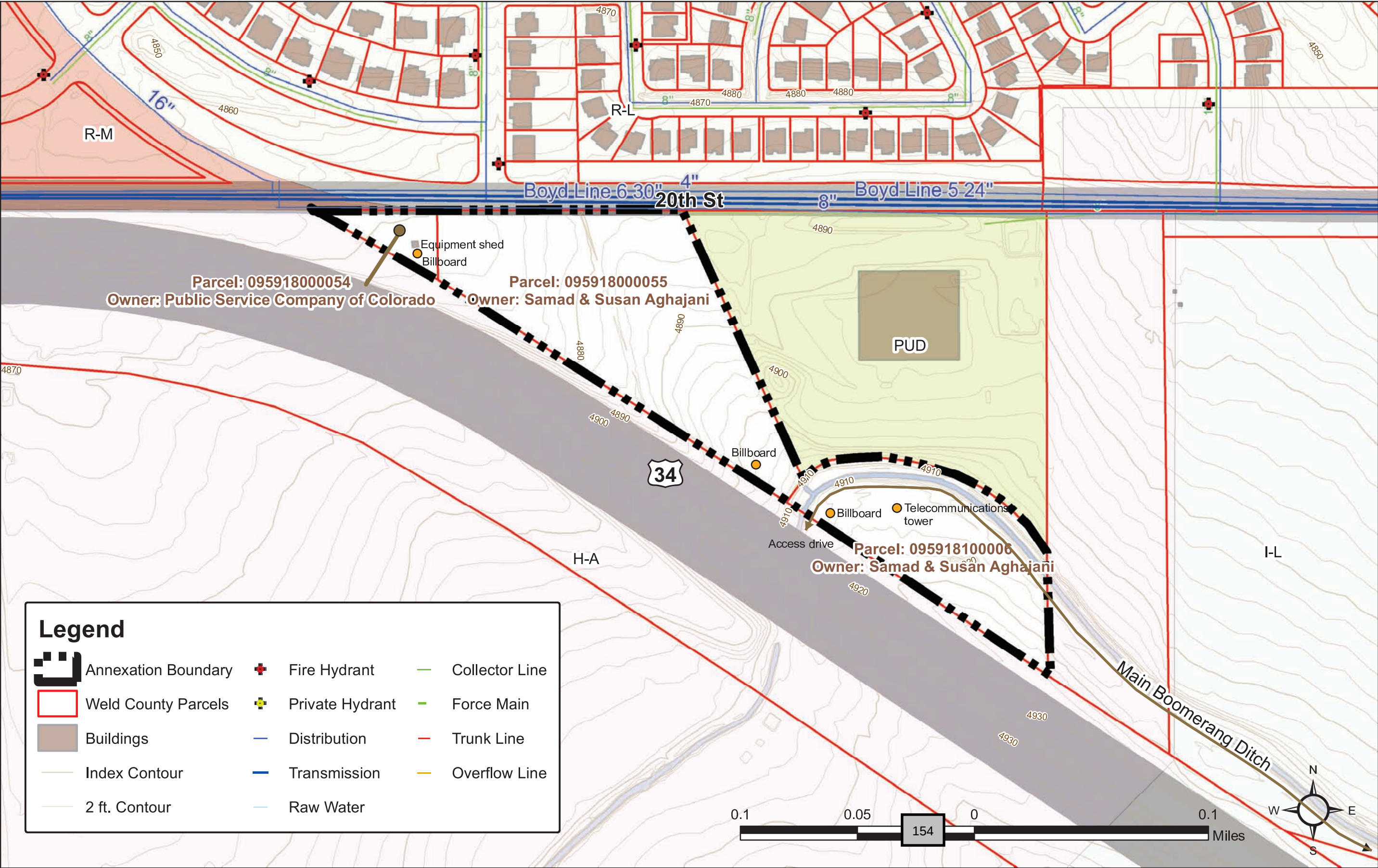
2034 ENCLAVE ANNEXATION SITE ANALYSIS

DRAWN BY:
RP

City of Greeley
Community Development
1100 10th Street, Suite 202
Greeley, CO 80631

2034 ENCLAVE ANNEXATION

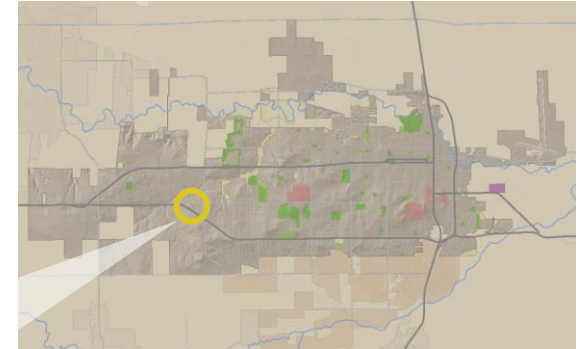
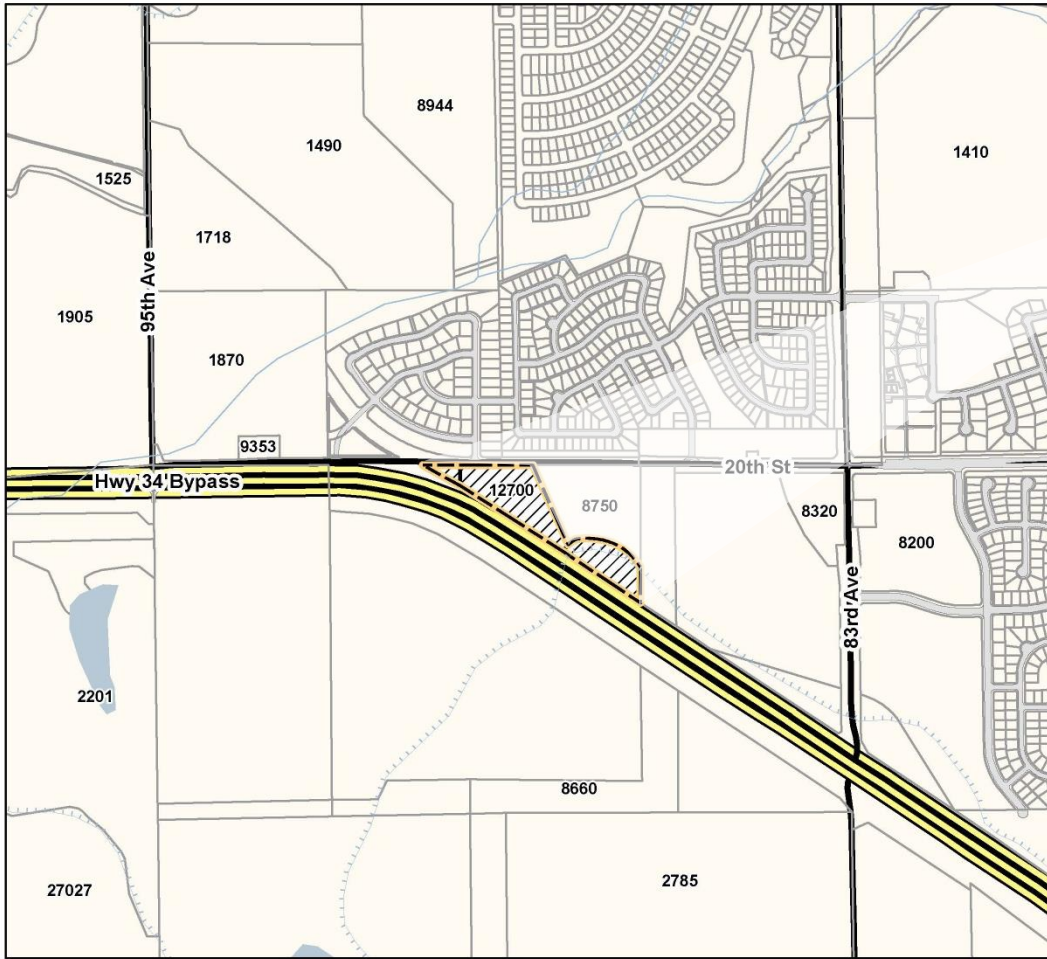
PROJECT #:
ANX2018-0005





2034 ENCLAVE ANNEXATION

Location



3 PARCELS

- North Hwy 34 Bypass
- South 20th Street
- West 83rd Ave
- East 95th Ave

Site Characteristics

SIZE: 8.98 Acres

SURROUNDING ZONING:

North – R-L

East – PUD

South H-A

West – H-A & R-M

SURROUNDING
PERMITTED USE:

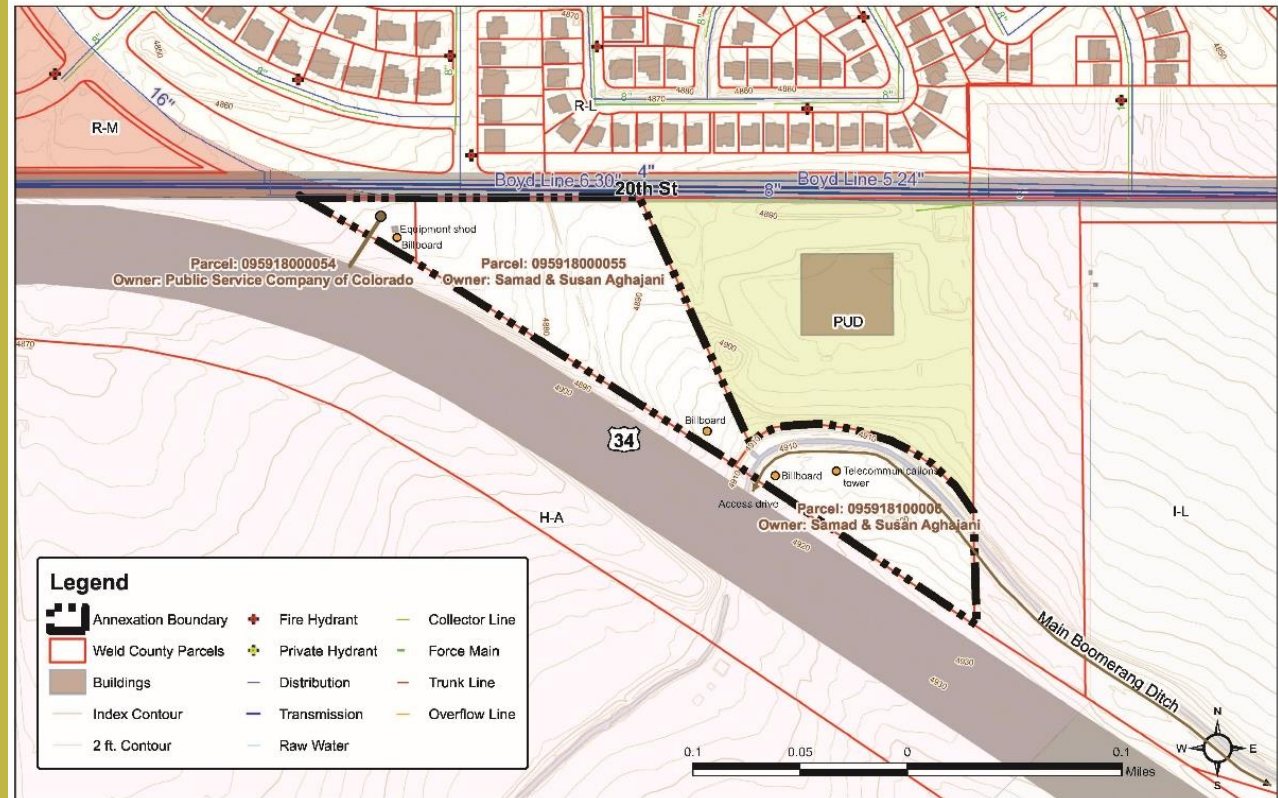
North – Single-family
Residential

East – Office

South – Agricultural land

West – Agricultural land

2034 ENCLAVE ANNEXATION SITE ANALYSIS



Approval Criteria



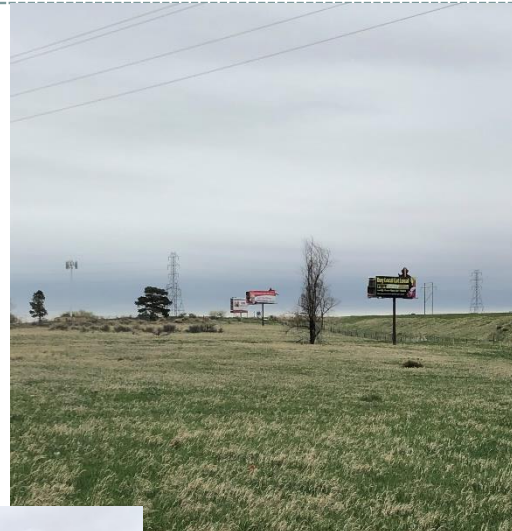
Enclave Annexation

Yes	The proposed annexation is in conformance with the Comprehensive Plan?
	The annexation of the subject site would allow the City to better manage service delivery to the area, coordinate emerging development, and to provide predictability for the eventual urban development of these lands.
Yes	The proposed annexation promotes geographical balance of the City's land use pattern?
	The annexation would allow the City to better manage land use in the area through the establishment of zoning and jurisdiction over land use review and approval.
Yes	The proposed annexation provides for a continual and rational boundary?
	As an enclave it is completely surrounded by existing city limits; provides 100% contiguity.
Yes	Adequate services are, or will be available, to support development expected to result from the proposed annexation?
	Fire, Police, electric, gas, water, and sewer are available to the enclave.
N/A	The proposed annexation is needed to accommodate future land use requirements?



Recommendation

- Meets Development Code annexation criteria Section 18.26.050(a) (1-4)
- Staff Recommends Approval
- 2 motions required to approve



Council Agenda Summary

May 7, 2019

Agenda Item Number 24

Title

Scheduling of Meetings, Other Events

Summary

During this portion of the meeting the City Manager or City Council may review the attached Council Calendar or Worksession Schedule regarding any upcoming meetings or events.

Attachments

Council Meeting/Worksession Schedule
Council Meetings/Other Events Calendar

City Council Meeting Schedule

Date	Description	Staff Contact	
May 14, 2019 Worksession Meeting	Presentation regarding a Possible Sales Tax Ballot Measure pertaining to Natural Areas and Trails	Andy McRoberts	0.50
May 21, 2019 Council Meeting	Excellence in Community Design Awards Presentation	Brad Mueller	Recognitions
	Resolution - Name Park @ Trails at Sheep Draw (Hazelton Park)	Andy McRoberts	Consent
	Ordinance - Final - Amendments to Greeley Municipal Code regarding Contracts	Renee Wheeler	Regular
	Ordinance - Final - Promonotory Preliminary PUD	Brad Mueller	Regular
	Ordinance - Final 2720 35th Avenue Rezone	Brad Mueller	Regular
	Ordinance - Final - Signature Bluffs Natural Area Annexation No. 1 Correction	Brad Mueller	Regular
	Ordinacne - Final - Signature Bluffs Natural Area Annexation No. 2 Correction	Brad Mueller	Regular
	Ordinacne - Final - Signature Bluffs Natural Area Annexation No. 3 Correction	Brad Mueller	Regular
	Ordinance - Final - Cottonwood Bend Annexation No. 3 Correction	Brad Mueller	Regular
	Ordinance - Final - Cottonwood Bend Annexation No. 5 Correction	Brad Mueller	Regular
	Board & Commission Appointments	Betsy Holder	Regular
May 28, 2019 Worksession	Annual Museums & Colorado Model Railroad Museum Presentation	Andy McRoberts	0.50
	Monthly Financial Report	Renee Wheeler	0.50
June 4, 2019 Council Meeting	Alzheimer's Awareness Proclamation	Betsy Holder	Recognitions
June 11, 2019 Worksession			
June 18, 2019	***CANCELLED***		
June 25, 2019 Worksession	Monthly Financial Report	Renee Wheeler	0.50
July 2, 2019 Council Meeting			
July 9, 2019 Worksession			
July 16, 2019 Council Meeting	Board & Commission Appointments	Betsy Holder	Regular
July 23, 2019 Worksession	Monthly Financial Report	Renee Wheeler	0.50
August 6, 2019 Council Meeting			
August 13, 2019 Worksession			
August 20, 2019 Council Meeting	Board & Commission Appointments	Betsy Holder	Regular
August 27, 2019 Worksession	Monthly Financial Report	Renee Wheeler	0.50
September 3, 2019 Council Meeting			
September 10, 2019 Worksession			
September 17, 2019 Council Meeting	Board & Commission Appointments	Betsy Holder	Regular
September 24, 2019 Worksession	CDBG Presentation	Ben Snow	0.50
	Monthly Financial Report	Renee Wheeler	0.50
October 1, 2019 Council Meeting	Public Hearing to approve 2020 budget and 2020-2024 Consolidated Plan	Ben Snow	Regular
October 8, 2019 Worksession			
October 15, 2019 Council Meeting	Board & Commission Appointments	Betsy Holder	Regular

April 29, 2019 - May 5, 2019

April 2019							May 2019						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5	6				1	2	3
7	8	9	10	11	12	13		5	6	7	8	9	10
14	15	16	17	18	19	20		12	13	14	15	16	17
21	22	23	24	25	26	27		19	20	21	22	23	24
28	29	30						26	27	28	29	30	31

Monday, April 29

3:30pm - 4:30pm Meeting with Andy and Justin at your House
(3906 W. 14th Street) - Council Master Calendar

Tuesday, April 30

11:30am - 12:00pm Census Launch Event (Weld County Courthouse steps) - Jessica Diagana

Wednesday, May 1

7:30am - 9:00am RSVP Required: Frontier House 8th Annual Breakfast (Greeley Country Club, 4500 W. 10th Street) - Council Master Calendar

3:00pm - 5:00pm Retirement Celebration - Lieutenant Todd Walters (Fire Station No. 1 - Nusbaum Room) - Council Master Calendar

Thursday, May 2

7:00am - Poudre River Trail (Hall) ☺

3:30pm - IG Adv. Board (Smail) ☺

4:30pm - 8:00pm RSVP Required: Celebration of Philanthropy - Community Foundation of Northern Colorado (Embassy Suites, Loveland, CO) - Council Master Calendar

6:00pm - MPO (Gates/Casseday) ☺

Friday, May 3

4:00pm - 6:00pm RSVP Required: 45th Anniversary Celebration - Assistance League of Greeley (Houston Gardens, Greeley, CO) - Council Master Calendar

Saturday, May 4

10:00am - 11:00am Cinco de Mayo Parade (TBD) - Council Master Calendar

Sunday, May 5

May 6, 2019 - May 12, 2019

May 2019							June 2019						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3	4						1
5	6	7	8	9	10	11	2	3	4	5	6	7	8
12	13	14	15	16	17	18	9	10	11	12	13	14	15
19	20	21	22	23	24	25	16	17	18	19	20	21	22
26	27	28	29	30	31		23	24	25	26	27	28	29
							30						

Monday, May 6

Tuesday, May 7

6:30pm - 7:30pm City Council Meeting (1001 11th Avenue) 

Wednesday, May 8

1:30pm - 4:30pm Iron Chef Competition Guest Judge (TBD) - Council Master Calendar

Thursday, May 9

9:00am - 10:30am CML Spring Outreach Meeting & Listening Tour with Director Kevin Bommer (City Council Chambers - City Center South) - Council Master Calendar

Friday, May 10

Saturday, May 11

Sunday, May 12

May 13, 2019 - May 19, 2019

May 2019						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

June 2019						
Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

Monday, May 13

Tuesday, May 14

5:00pm - 6:00pm City Council Worksession (1001 11th Avenue)

Wednesday, May 15

7:30am - 8:30am Visit Greeley (Fitzsimmons)

2:00pm - 5:00pm Water & Sewer Board (Gates)

Thursday, May 16

7:30am - 8:30am DDA (Casseday/Smail)

3:30pm - 4:30pm Airport Authority (Casseday/Payton)

Friday, May 17

Saturday, May 18

10:00am - 11:00am City Chat with Councilmember Suniga (TBD)

Sunday, May 19

May 20, 2019 - May 26, 2019

May 2019						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

June 2019						
Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

Monday, May 20

Tuesday, May 21

6:30pm - 7:30pm City Council Meeting (1001 11th Avenue) 🕒

Wednesday, May 22

Thursday, May 23

Friday, May 24

Saturday, May 25

Sunday, May 26

May 27, 2019 - June 2, 2019

May 2019							June 2019						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3	4						1
5	6	7	8	9	10	11		2	3	4	5	6	7
12	13	14	15	16	17	18		9	10	11	12	13	14
19	20	21	22	23	24	25		16	17	18	19	20	21
26	27	28	29	30	31			23	24	25	26	27	28
								30					

Monday, May 27

9:00am - 10:00am Linn Grove Cemetery Memorial Day Program
(Linn Grove Cemetery) - Council Master Calendar

11:30am - 12:30pm Greeley Chamber of Commerce (Gates) ⌚

6:00pm - 7:00pm Youth Commission (Smail) ⌚

Tuesday, May 28

5:00pm - 6:00pm City Council Worksession (1001 11th Avenue) ⌚

Wednesday, May 29

7:00am - 8:00am Upstate Colorado Economic Development
(Gates/Hall) (Upstate Colorado Conference Room) - Council Master
Calendar ⌚

Thursday, May 30

Friday, May 31

Saturday, June 1

Sunday, June 2

Council Agenda Summary

May 7, 2019

Agenda Item Number 25

Title

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

Council's Recommended Action

A motion to approve the above authorizations.

Council Agenda Summary

May 7, 2019

Agenda Item Number 26

Title

Adjournment