

Greeley City Council Agenda

Regular Meeting

Tuesday, August 3, 2021 at 6:00 p.m.

City Council Chambers at City Center South, 1001 11th Ave, Greeley, CO 80631

Zoom Webinar link: <https://greeleygov.zoom.us/j/98241485414>

NOTICE:

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

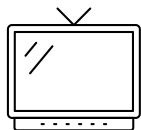
City Council members may participate in this meeting via electronic means pursuant to their adopted policies and protocol.

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

Watch Meetings:



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



Meetings are televised live on GTV8 on cable television.

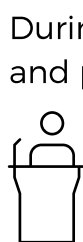


Meetings are livestreamed on the City's website, greeleygov.com as well as YouTube at youtube.com/CityofGreeley

For more information about this meeting or to request reasonable accommodations, contact the City Clerk's Office at 970-350-9740 or by email at cityclerk@greeleygov.com.

Meeting agendas, minutes, and archived videos are available on the City's meeting portal at greeley-co.municodemeetings.com/

Comment in real time:



During the public input portion of the meeting and public hearings:

In person attendees can address the Council in the Chambers.

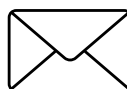


The public can join the Zoom webinar and comment from the remote meeting.

Submit written comments:



Email comments about any item on the agenda to cityclerk@greeleygov.com



Written comments can be mailed or dropped off at the City Clerk's Office at City Hall, at 1000 10th St, Greeley, CO 80631





Mayor

John Gates

Councilmembers

Tommy Butler
Ward I

Brett Payton
Ward II

Michael Fitzsimmons
Ward III

Dale Hall
Ward IV

Kristin Zasada
At-Large

Ed Clark
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

August 03, 2021 at 6:00 PM

City Council Chambers, City Center South, 1001 11th Ave & via Zoom at <https://greeleygov.zoom.us/j/98241485414>

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Approval of the Agenda
5. Recognitions and Proclamations
6. Citizen Input
7. Reports from Mayor and Councilmembers
8. Initiatives from Mayor and Councilmembers

Consent Agenda

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

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

9. Acceptance of the Report of the City Council Work Session of July 27, 2021
10. Approval of the City Council Proceedings of July 20, 2021
11. 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 Cache Annexation, located at 12351 County Road 62 and 12644 County Road 62 1/4, including an unaddressed parcel (No. 080736400039) located east and west of 95th Avenue and north of County Road 62

- [12.](#) Introduction and first reading of an Ordinance changing the official zoning map of the City of Greeley, Colorado, establishing Planned Unit Development (PUD) zoning for property located in Weld County, Colorado, located at 12351 County Road 62 and 12644 County Road 62 ¼, including an unaddressed parcel (no. 080736400039) located east and west of 95th Avenue and north of County Road 62, recently annexed and known as The Cache Annexation
- [13.](#) Introduction and first reading of an Ordinance changing the official zoning map of the City of Greeley, Colorado, from PUD (Planned Unit Development – Lake Bluff) to PUD (Planned Unit Development – The Cache) and from R-L (Residential Low Density) to PUD (Planned Unit Development) zoning, changing the underlying land use designations for approximately 332.199 acres of property located north of U.S. Highway 34 Business, east of 95th Avenue and west of 83rd Avenue
- [14.](#) Introduction and first reading of an Ordinance submitting to the registered electors of the City of Greeley, at the coordinated election to be held November 2, 2021, the question of authorizing the City Council to extend the .65% component of retail sales and use tax currently scheduled to expire on December 31, 2022 to December 31, 2029, for to fund capital projects for street-related infrastructure improvements and repairs.
- [15.](#) Introduction and first reading of an Ordinance ratifying and adopting the Collective Bargaining Agreement between the Greeley Police Officers' Association and the City of Greeley, which agreement by its terms is for a period commencing January 1, 2022 through December 31, 2024
- [16.](#) Consideration of a Resolution authorizing an Intergovernmental Agreement with Weld County to participate in Weld County's November 2, 2021, Coordinated Election
- [17.](#) Consideration of a Resolution of the City of Greeley City Council authorizing the City to enter into an Intergovernmental Agreement with Weld County for construction of roadway improvements for "O" Street and 59th Avenue intersection improvements
- [18.](#) Consideration of a Resolution appointing Raymond Lee as Acting City Manager
19. Approval of the selection of an executive recruiter to conduct the search for a city manager

End of Consent Agenda

20. Pulled Consent Agenda Items
- [21.](#) Public hearing and second reading of an Ordinance to adopt an Enhanced Sales Tax Incentive Program (ESTIP)
- [22.](#) Scheduling of Meetings, Other Events
- [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
24. Adjournment

Council Agenda Summary

Title

Recognitions and Proclamations

Summary

Council Member Butler will present the *What's Great about Greeley* Report.

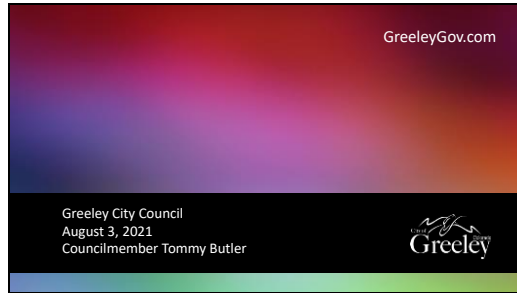
Mayor Gates will present a proclamation declaring August 8-14, 2021, as National Health Center Week. Accepting the proclamation will be representatives from Sunrise Community Health, including Executive Medical Director Dr. Mark Wallace, Director of Operations Libby Goode-Grasnick, and Policy & Advocacy Manager Fatima Groom.

Attachments

What's Great about Greeley Report

Proclamation – National Health Center Week

Slide 1



Slide 2



The Greeley metro area has been ranked as the fastest growing “city” in Colorado by 24/7 Wall Street with a population growth of 32.1% from 2010-2020. For comparison, the population of Colorado grew by 15.5%, and the U.S. population increased by 6.7%. To determine the fastest growing city, 24/7 Wall St. reviewed population data from the U.S. Census Bureau's Population and Housing Estimates Program.

Slide 3



Weld Rugby, part of USA Rugby and Rugby Colorado, won the Division II state championship in its first year with a high school program. Weld Rugby, based in Greeley, is one of 20 high school boys teams across the state that play for Rugby Colorado.

Slide 4



Congratulations to Lisa Hudson for being selected as the Colorado Small Business Development Center Network State Star. Her hard work has made the East Colorado Small Business Development Center, located within the UNC Monfort College of Business, one of the top locations in the state. The East Colorado SBDC offers no-cost business consulting and training for existing and emerging businesses.

Slide 5



Two Greeley-Evans School District 6 teachers have been recognized for their work by the Colorado Association for Career and Technical Education. Chelsea Bernard from Northridge High School was named the Career and Technical Education **New** Teacher of the Year. Lauren Appelhans from Greeley Central was named the Career and Technical Education Teacher of the Year.

Slide 6



And that's What's Great about Greeley.



National Health Center Week

WHEREAS, For over 50 years, Community Health Centers have provided high-quality, affordable, comprehensive primary and preventive health care in our nation's underserved communities, delivering value to, and having a significant impact on America's health care system; and

WHEREAS, As the country's largest primary care network, Community Health Centers are the health care home for 30 million Americans in over 14,000 communities across the nation. One in every twelve people in the United States gets their care in a Community Health Center; and

WHEREAS, Community Health Centers are a critical element of the health system, serving both rural and urban communities, and often providing the only accessible and dependable source of primary care in their communities. Nationwide, Community Health Centers serve one in every five residents of rural areas; and

WHEREAS, Community Health Centers serve as beacons of essential resources and support in testing and treatment in the face of the global coronavirus pandemic, and will continue to offer reliable, affordable, high-quality care against COVID-19 for America's most vulnerable and underserved communities; and

WHEREAS, Every day, Community Health Centers develop new approaches to integrating a wide range of services beyond primary care, including oral health, vision, behavioral health, and pharmacy services, to meet the needs and challenges of their communities; and

WHEREAS, Community Health Centers are governed by patient-majority boards, ensuring that the patients of each health center are engaged in their own health care decisions; and

WHEREAS, Community Health Centers are locally owned and operated small businesses that serve as critical economic engines, helping to power local economies by generating \$63.4 billion in economic activity in some of the country's most economically-deprived communities; and

WHEREAS, Community Health Centers nationally employ more than 253,000 people, including physicians, nurse practitioners, physician assistants, and certified nurse midwives who work as part of multi-disciplinary clinical teams designed to treat the whole patient. In the State of Colorado, Community Health Centers employ over 6,000 people; and

WHEREAS, The Community Health Center model continues to prove an effective means of overcoming barriers to healthcare access, including geography, income and insurance status - improving health care outcomes and reducing health care system costs; and

WHEREAS, Community Health Centers reduce overall costs of care by helping manage patients' chronic conditions, which keeps them out of costlier health care settings like hospital emergency rooms; and

WHEREAS, Community Health Centers are on the front lines of emerging health care crises, providing access to care for our nation's veterans, addressing the opioid epidemic, and responding to public health threats in the wake of natural disasters; and

WHEREAS, National Health Center Week offers the opportunity to celebrate America's over 1,400 health center organizations with over 12,000 service delivery sites, their dedicated staff, board members, patients and all those responsible for their continued success and growth since the first health centers opened their doors more than 50 years ago; and

WHEREAS, During National Health Center Week, we celebrate the legacy of America's Community Health Centers, and their vital role in shaping the past, present, and future of America's health care system.

NOW, THEREFORE, I, John Gates, by virtue of the authority vested in me as Mayor of the City of Greeley, Colorado, do hereby proclaim August 8-14,2021, as National Health Center Week. I encourage everyone to take part in this week by visiting our local Health Center, Sunrise Community Health, and help celebrate the important partnership between America's Community Health Centers and the communities they serve.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the official seal of the City of Greeley, Colorado, this 3rd day of August, 2021.

John Gates
Mayor

Council Agenda Summary

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 consideration that is not already listed as a public hearing on this evening's agenda.

As this meeting is being conducted in a hybrid format, citizen input will be accepted first from those in the City Council Chambers, and then from the virtual meeting audience via the meeting's webinar.

Written comments submitted for any item on the agenda will be placed in the public record and provided to the Council for their review and should include the name and city of residence of the person submitting the comments for the record.

Council Agenda Summary

Title

Initiatives from Mayor and Councilmembers

Summary

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

Initiatives will generally fall into three categories:

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

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

Attachments

Status Report of Council Initiatives and Related Information

Greeley City Council

Status Report of Council Initiatives

Initiative No.	Council Member Initiating	Council Request	Council Meeting or Work Session Date Requested	Status or Disposition (After completion, item is shown one time as completed and then removed.)	Assigned to:
03-2021	Hall	Request for formation of a committee, to be chaired by Council Member Hall, regarding the section of the Poudre River Trail known as the Narrows. This section is facing increasing risks of erosion, with some portions in danger of falling into the river, and no available alternative areas for trail placement in that vicinity. The School of Mines will do a project to work on some engineering solutions for the area, in addition to other engineering studies that have already been done. The committee will review and determine options to move forward in addressing this with the assistance of City staff. City Manager Otto added information about potential Capital Improvement Projects through this area, and Council Member Hall provided information about existing potential rough cost estimates.	February 2, 2021 Council Meeting	Update: 04/20/2021 Council Member Hall reported the committee had its first meeting and he is pleased with engagement from City staff and the community. A committee, chaired by Council Member and Poudre River Trail Corridor Chairman Hall, has been formed with representatives from the Poudre Trail Corridor Board, Culture, Parks and Recreation/Natural Areas and Trails, Public Works, Water and Sewer, the Poudre River Run Master HOA, a member of the Parks and Recreation Advisory Board, and a representative from the Ditch #3 Board. Committee Chairman Hall has also referenced initial communications with Otak Engineering, a consulting firm who produced a study of this area in 2018 for the City of Greeley, as well as the Colorado School of Mines engineering students who will conduct a capstone project this semester towards a suggested course of action and suggested funding mechanism(s). An initial assessment with design parameters, recommended	Andy McRoberts

Initiative No.	Council Member Initiating	Council Request	Council Meeting or Work Session Date Requested	Status or Disposition (After completion, item is shown one time as completed and then removed.)	Assigned to:
				course(s) of action including recommended funding sources, is expected in June, 2021 post consultation with the Mines student project and engineering consultants. Although this project will carry on in practicality through committee work	
10-2021	Butler	Request to restart the conversation about recycling, and for staff to research the cost and feasibility of doing a drop off facility for recycling, including potentially in partnership with other communities	July 20, 2021 Council Meeting	Scheduled to return for a presentation at the October 12, 2021, Work Session	Paul Trombino

Council Agenda Summary

Key Staff Contact: Anissa Hollingshead, City Clerk, 970-350-9742

Title:

Acceptance of the Report of the City Council Work Session of July 27, 2021

Summary:

A City Council Work Session was held in the City Council's Chambers on July 27, 2021. The draft report of that work session has been prepared for the Council's review and acceptance.

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:

Draft Report of July 27, 2021

City of Greeley, Colorado
CITY COUNCIL WORK SESSION REPORT
July 27, 2021

1. Call to Order

Mayor Pro Tem Dale Hall called the meeting to order at 6:00 p.m. in the City Council Chambers at 1001 11th Ave, Greeley, Colorado.

2. Pledge of Allegiance

Mayor Pro Tem Hall led the Pledge of Allegiance to the American Flag.

3. Roll Call

Anissa Hollingshead, City Clerk, called the roll.

PRESENT

Mayor Pro Tem Dale Hall
Council Member Tommy Butler
Council Member Brett Payton
Council Member Michael Fitzsimmons
Council Member Ed Clark

EXCUSED

Mayor John Gates
Council Member Kristin Zasada

4. Reports from Mayor and Council Members

Tommy Butler shared regarding his visit the prior week to the Deerfield Historic site to hear a talk regarding how the history of that area is entwined with the history and future of Greeley. He also noted the Greeley History Museum is housing a lot of related items, and it offers a fantastic opportunity for anyone interested in visiting and has a potential future as a museum.

5. COVID-19 Update

Mayor Pro Tem Hall called on Emergency Manager Dan Frazen to provide the Council with a monthly update relating to COVID-19. Emergency Manager Frazen noted that only 2 City employees have been impacted by COVID in the last two months.

Other statistics shared with the Council included:

- 72 cases of Delta variant in Weld County
- Slight increase this week in hospitalized COVID patients in Greeley hospitals
- Only one active outbreak location in Weld County right now, unfortunately related to the Greeley Stampede

- Weld County vaccination rates are at approximately 58.5% for those 16 and over, and about 50% for all those eligible, being those aged 12 and older

It was noted a vaccine location remains active at the Weld County Clerk & Recorder office, and a testing site remains at UNC.

Emergency Manager Frazen asked if Council how they would like to continue with reports once monthly. There was consensus to continue updates at the second work session of each month at this time.

6. Code Compliance Program and Enforcement Enhancements (Council Initiative)

Mayor Pro Tem Hall introduced Brad Mueller, CD director, to lead this presentation. Also joining Director Mueller was Buxton Demars, the interim Code Compliance director. Director Mueller presented as set forth in the PowerPoint in the agenda packet.

During the presentation, Director Mueller and his team answered questions from Council on topics relating to enforcement parameters and existing processes for addressing violations. After reviewing the department's five recommendations for potential adjustments to enforcement activities, Director Mueller indicated staff's recommendation for the shifts with the greatest potential impact would likely be the third and fifth recommendation.

Mayor Pro Tem Hall led the Council through the five recommendations to ascertain where there may be consensus for further work. Council came to consensus in asking staff to return at a future work session with more details about both the second and third recommendations. It was also noted that the fifth recommendation would need to be addressed through staffing levels, which would be handled through the annual budget process.

At the conclusion of this item, Council Member Payton asked for an update on the HP Building, as well as for information about recent mudslides. City Manager Otto indicated he would provide details on these items in this week's snapshot report to the Council.

7. Scheduling of Meetings and Other Events; and Review of Council Initiatives

No other meetings or events were scheduled.

8. Adjournment

There being no further business before the Council, the meeting was adjourned at 7:07 p.m.

Dale Hall, Mayor Pro Tem

Anissa N. Hollingshead, City Clerk

Council Agenda Summary

Key Staff Contact: Anissa Hollingshead, City Clerk, 970-350-9742

Title:

Approval of the City Council Proceedings of July 20, 2021

Summary:

A meeting of the City Council was held in the City Council's Chambers on July 20, 2021. The draft proceedings have been prepared and are being presented for the Council's review and approval.

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:

Draft Proceedings of July 20, 2021

City of Greeley, Colorado
CITY COUNCIL PROCEEDINGS
July 20, 2021

1. Call to Order

Mayor John Gates called the meeting to order at 6:00 p.m. in the City Council Chambers at 1001 11th Ave, Greeley, Colorado.

2. Pledge of Allegiance

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

3. Roll Call

Anissa Hollingshead, City Clerk, called the roll.

PRESENT

Mayor John Gates

Council Member Tommy Butler

Council Member Bret Payton

Council Member Dale Hall (participating remotely)

Council Member Michael Fitzsimmons

Council Member Ed Clark

Council Member Kristin Zasada

4. Approval of the Agenda

City Manager Roy Otto noted the addition of an item to the consent agenda, to be numbered as item 13.

The agenda was approved with the addition of that item.

5. Recognitions and Proclamations

Mayor Gates presented a proclamation declaring July 21, 2021, as Bob Ruyle Day in the City of Greeley in recognition of his 46 years on the City's Water and Sewer Board. He noted Mr. Ruyle was unable to attend tonight's Council meeting but would be given the proclamation at the following day's Water and Sewer Board meeting.

Council Member Brett Payton presented the *What's Great About Greeley* report.

6. Citizen Input

Bill Gillard, Greeley resident, came forward in the Council Chambers to again invite the Council to the fencing club, noting the club is planning competitions with other area communities. He also offered remarks regarding the announcement of the resignation of City Manager Roy Otto.

There was no one in the virtual meeting audience requesting to be heard.

7. Reports from Mayor and Council Members

There were no reports from the Mayor or Council Members.

8. Initiatives from Mayor and Council Members

Council Member Butler noted he would like to restart the conversation about recycling possibilities, and requested that staff research the cost and feasibility of doing a drop off facility for recycling, including potentially considering involvement in a regional facility. There was consensus to proceed.

Consent Agenda

Council Member Payton moved, seconded by Council Member Butler, to approve the recommended actions on items 9-13.

The motion carried 7-0.

9. Acceptance of the Reports of City Council Work Sessions

The Council action recommended and approved was to accept the reports of June 22, 2021, and July 13, 2021, as presented.

10. Approval of the City Council Proceedings

The Council action recommended and approved was to approve the proceedings of July 6, 2021, as presented.

11. Consideration of a resolution authorizing the Mayor to enter into a Memorandum of Understanding between the City of Greeley's Police Department and the Weld County Sheriff's Office regarding distribution of joint funding provided by the Bureau of Justice Assistance.

The Council action recommended was to adopt the Resolution to approve the MOU between Weld County and the City of Greeley.

Resolution No. 22, 2021, authorizing the execution of a Memorandum of Understanding between the City of Greeley, Colorado and the Weld County Board of Commissioners for the receipt of grant funds, was adopted.

12. Introduction and first reading of an ordinance to adopt an Enhanced Sales Tax Incentive Program (ESTIP)

The Council action recommended and approved was to introduce the ordinance and schedule the public hearing and second reading for August 3, 2021.

13. Consideration of a Resolution authorizing the Mayor to enter into a separation agreement and general release with Roy Otto

The Council action recommended was to adopt the resolution.

Resolution No. 23, 2021, accepting the resignation of Roy Otto and authorizing the Mayor to execute a Separation Agreement and General Release, was adopted.

End of Consent Agenda

14. Pulled Consent Agenda Items

No items were pulled from the Consent Agenda.

15. Consideration of a Substantial Amendment to the 2020-2024 Consolidated Plan and 2020 Action Plan (CDBG-HUD)

Ben Snow, Economic Health & Housing Director, came forward to present as set forth in the PowerPoint in the agenda packet.

In response to questions from Council, Director Snow clarified that these funds are being considered separately from proposals for Weld Village at this time. While there is the potential these funds may be used towards the Weld Village concept in the future, there are other projects identified for these funds to be used towards currently, and Council will be receiving more information in the coming months about any potential proposals for the Weld Village project.

There were also questions about the Good Samaritan facility and whether more individuals experiencing homelessness are congregating in the vicinity of that facility. In response, Director Snow shared information about the lessons learned from the use of the Bonnell site for the cold weather season and the value of being able to offer a place to go 24 hours a day. He also clarified he was not aware of recent huddling activities around the Good Samaritan facility, but stated he would look into that.

Council Member Fitzsimmons moved, seconded by Council Member Payton, to accept the Substantial Amendment as presented.

The motion carried 7-0.

16. Public hearing and second reading of an ordinance establishing Local Improvement District No. 343795 for the construction of the regional Ashcroft Lift Station infrastructure.

Sean Chambers, Water and Sewer Director, came forward to present as set forth in the PowerPoint in the agenda packet. He was joined by Chief Engineer Adam Prior.

Mayor Gates opened the public hearing at 6:34 p.m.

There being no one wishing to be heard in the Council Chambers or virtually, the public hearing was closed.

Council Member Fitzsimmons moved, seconded by Council Member Butler, to adopt the ordinance and publish with reference to title only.

The motion carried 7-0 by roll call vote.

Ordinance No. 21, 2021, establishing Local Improvement District No. 343795, was adopted.

17. Public hearing and second reading of an ordinance making supplemental assessments against the lots and lands in Local Improvement District No. 463 to cover the costs of the maintenance of landscaping around the perimeter of Range View Estates (35th Avenue and 20th Street) in the City of Greeley, Colorado

John Karner, Finance Director, came forward to provide the Council with a verbal report on this item. Rachel Payne, the Range View Estates association secretary, was present and also came forward to explain the HOA is voluntary and not all homeowners are contributing members, while the LID increase is allocated to specifically address the perimeter with the participation of all residents.

In response to a question from Council, Director Karner indicated it is being researched to determine how to allow changes like this to occur administratively in the future, without the need for additional Council action.

Mayor Gates opened the public hearing at 6:40 p.m.

There being no one wishing to be heard in the Council Chambers or virtually, the hearing was closed.

Council Member Butler moved, seconded by Council Member Fitzsimmons, to adopt the ordinance and publish with reference to title only.
The motion carried 7-0 by roll call vote.

Ordinance No. 22, 2021, establishing Local Improvement District No. 343795, was adopted.

18. Public hearing for an ordinance amending Title 24 of the Greeley Municipal Code relating to the Development Code by deleting the current Title in its entirety and adding a new Chapter 7 relating to Access and Parking, a new Chapter 8 relating to Landscape Standards, a new Chapter 9 relating to Sign Standards, a new Chapter 10 relating to Special Districts and Areas, a new Chapter 11 relating to Supplemental Standards, and a new Chapter 12 Reserved for Metropolitan Districts

Brad Mueller, Community Development Director, came forward to introduce this item and Chief Planner Carol Kuhn. Planner Kuhn presented as set forth in the PowerPoint in the agenda packet.

Mayor Gates opened the public hearing at 6:49 p.m.

Julie Jensen, Greeley resident and CEO of the Greeley Area Realtor Association, participating remotely commented on the process being followed in the Development Code updates and all the work that has gone on to engage the public and allow stakeholders to provide feedback and being involved throughout the process.

There being no one further to speak, the public hearing was closed at 6:51 p.m.

Council Member Fitzsimmons moved, seconded by Council Member Payton, to direct staff to bring back the ordinance as presented for a second reading on September 21, 2021.

The motion carried 7-0.

19. Appointment of applicants to the Citizen Transportation Advisory Board and the Parks & Recreation Advisory Board

City Clerk Anissa Hollingshead reported the following appointments were made by the Council by written ballot:

- Citizen Transportation Advisory Board – Council has directed staff to recruit for additional applicants.
- Parks & Recreation Advisory Board – Monica Ramirez.

20. Appointment to Greeley/Weld Housing Authority

Council Member Butler moved, seconded by Council Member Zasada, to approve the appointment of Travis Winger to the Greeley/Weld Housing Authority.

The motion carried 7-0.

21. Scheduling of Meetings, Other Events

No other meetings or events were scheduled.

22. 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 Member Payton moved, seconded by Council Member Fitzsimmons, to approve the above authorizations.

The motion carried 7-0.

23. Adjournment

There being no further business before the Council, the meeting was adjourned at 6:53 p.m.

John D. Gates, Mayor

Anissa N. Hollingshead, City Clerk

Council Agenda Summary

August 3, 2021

Key Staff Contact: Becky Safarik, Interim Community Development Director, 970-350-9786
Brittany Hathaway, Planner III, 970-350-9823

Title:

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 Cache Annexation, located at 12351 County Road 62 and 12644 County Road 62 ¼, including an unaddressed parcel (No. 080736400039) located east and west of 95th Avenue and north of County Road 62

Summary:

The property owner has petitioned the City to annex a total of 450.477 acres of unincorporated property, known as The Cache Annexation.

The property consists of two parcels. Parcel 1 (14.66 acres) contains an existing oil and gas facility operating under a surface use agreement and easement granted in 2016 (Rec# 4243207). Parcel 2 (435.817 acres) includes three existing wetland ponds, a single-family residence, an 1,080 square foot storage building, and encompasses approximately 5,400 feet of the Poudre River Trail.

The property is located within the Long-Range Expected Growth Area and is designated as "rural", "bluffs", "riparian land" and "natural areas" on the Land Use Guidance Map.

Separately, the applicant has applied to establish PUD (Planned Unit Development) zoning for the property. In addition, approximately 337.523 additional acres of property adjacent south, between 95th Avenue and 89th Avenue, north of 10th Street, is included in the Preliminary PUD Plan request. Staff will request to present this annexation and the related "The Cache" Preliminary PUD Plan together at the public hearing proposed to be scheduled for August 17, 2021.

The Planning Commission considered this request on July 13, 2021 and recommended approval by a vote of 4-0.

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 & 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:

Consideration of this matter is a legislative process.

Other Issues and Considerations:

None noted.

Strategic Work Program Item or Applicable Council Priority and Goal:

Consistency with the 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 August 17, 2021.

Attachments:

Ordinance

Planning Commission Summary (Staff Report) (July 13, 2021)

**CITY OF GREELEY, COLORADO
ORDINANCE NO. _____, 2021
CASE NO. ANX2020-0002**

AN ORDINANCE ANNEXING TO THE CITY OF GREELEY, COLORADO, CERTAIN UNINCORPORATED TERRITORY LOCATED IN WELD COUNTY, COLORADO, KNOWN AS THE CACHE ANNEXATION, LOCATED AT 12351 COUNTY ROAD 62 AND 12644 COUNTY ROAD 62 1/4, INCLUDING AN UNADDRESSED PARCEL (No. 080736400039) LOCATED EAST AND WEST OF 95TH AVENUE AND NORTH OF COUNTY ROAD 62

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

Section 1. The City Council of Greeley, Colorado, hereby finds that the property which is legally described in Section 2 below, for which one hundred percent (100%) of the land owners have petitioned for annexation to the City of Greeley, is in all respects eligible for annexation and that said annexation proceedings have been conducted in compliance with the laws of the State of Colorado.

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 at 12351 County Road 62 and 12644 County Road 62 1/4, including an unaddressed parcel (No. 080736400039), and are described as follows:

See attached legal description marked as Exhibit A and annexation map marked as Exhibit B. Said parcels contain 450.477 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 parcels 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 sub-district, 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, ON THIS _____ DAY OF _____, 2021.

ATTEST

THE CITY OF GREELEY

City Clerk

Mayor

EXHIBIT A
CACHE ANNEXATION LEGAL DESCRIPTION – PARCEL 1

A PARCEL OF LAND BEING A PORTION OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 6 NORTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER OF SECTION 36;

THENCE ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER, NORTH 00°02'18" WEST, A DISTANCE OF 620.00 FEET;

THENCE DEPARTING SAID EAST LINE, SOUTH 89°57'42" WEST, A DISTANCE OF 30.00 FEET TO THE NORTHEASTERLY CORNER OF A PARCEL OF LAND DESCRIBED IN ORDINANCE NO. 111, 1985 RECORDED AT RECEPTION NO. 2038898 IN THE OFFICIAL RECORDS OF THE WELD COUNTY CLERK AND RECORDER'S OFFICE, SAID COUNTY AND STATE AND THE POINT OF BEGINNING;

THENCE ALONG THE NORTHERLY LINE OF SAID ORDINANCE NO. 111, SOUTH 89°57'26" WEST, A DISTANCE OF 55.42 FEET;

THENCE DEPARTING SAID NORTHERLY LINE ALONG THE WESTERLY EXTENSION AND WESTERLY LINE OF A 30' PIPELINE EASEMENT RECORDED AT RECEPTION NO. 4379092 IN SAID OFFICIAL RECORDS, NORTH 00°00'00" EAST, A DISTANCE OF 1,230.95 FEET TO THE SOUTHERLY LINE OF A SURFACE USE AGREEMENT AND GRANT OF EASEMENT AS RECORDED AT RECEPTION NO. 4243207 IN SAID OFFICIAL RECORDS;

THENCE ALONG SAID SOUTHERLY LINE, SOUTH 89°57'43" WEST, A DISTANCE OF 668.92 FEET TO THE WESTERLY LINE OF SAID SURFACE USE AGREEMENT AND GRANT OF EASEMENT;

THENCE ALONG SAID WESTERLY LINE AND THE WESTERLY EXTENSION OF SAID WESTERLY LINE, NORTH 00°02'16" WEST, A DISTANCE OF 786.32 FEET TO THE NORTHERLY LINE OF SAID SOUTHEAST QUARTER;

THENCE ALONG SAID NORTHERLY LINE, NORTH 89°31'50" EAST, A DISTANCE OF 723.53 FEET TO THE WESTERLY LINE OF A PARCEL OF LAND DESCRIBED IN ORDINANCE NO. 62, 2009 RECORDED AT RECEPTION NO. 3664883 IN SAID OFFICIAL RECORDS;

THENCE ALONG SAID WESTERLY LINE, SOUTH 00°02'18" EAST, A DISTANCE OF 1,722.71 FEET TO THE WESTERLY LINE OF A PARCEL OF LAND DESCRIBED IN ORDINANCE NO. 61, 2009 RECORDED AT RECEPTION NO. 3664882 IN SAID OFFICIAL RECORDS;

THENCE ALONG SAID WESTERLY LINE, SOUTH 00°02'18" EAST, A DISTANCE OF 300.00 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 14.660 ACRES, (638,603 SQUARE FEET), MORE OR LESS.

CACHE ANNEXATION LEGAL DESCRIPTION – PARCEL 2

A PARCEL OF LAND BEING A PORTION OF SECTION 31, TOWNSHIP 6 NORTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 31;

THENCE ALONG THE SOUTH LINE OF SAID SECTION 31, NORTH 86°35'07" EAST, A DISTANCE OF 30.05 FEET TO THE EASTERLY LINE OF A PARCEL OF LAND DESCRIBED IN ORDINANCE NO. 37, 1998 RECORDED AT RECEPTION NO. 2632180 IN THE OFFICIAL RECORDS OF THE WELD COUNTY CLERK AND RECORDER'S OFFICE, SAID COUNTY AND STATE AND THE POINT OF BEGINNING;

THENCE DEPARTING SAID SOUTH LINE ALONG SAID EASTERLY LINE, NORTH 00°02'18" WEST, A DISTANCE OF 618.23 FEET TO THE EASTERLY LINE OF A PARCEL OF LAND DESCRIBED IN ORDINANCE NO. 61, 2009 RECORDED AT RECEPTION NO. 3664882 IN SAID OFFICIAL RECORDS;

THENCE ALONG SAID EASTERLY LINE, NORTH 00°02'18" WEST, A DISTANCE OF 743.30 FEET TO THE SOUTHERLY LINE OF A PARCEL OF LAND DESCRIBED IN ORDINANCE NO. 62, 2009 RECORDED AT RECEPTION NO. 3664883 IN SAID OFFICIAL RECORDS;

THENCE ALONG THE SOUTHERLY AND EASTERLY LINE OF SAID ORDINANCE NO. 62 THE FOLLOWING THREE (3) COURSES:

1. NORTH 86°20'20" EAST, A DISTANCE OF 10.02 FEET;
2. NORTH 00°02'18" WEST, A DISTANCE OF 1,281.43 FEET;
3. NORTH 00°01'16" WEST, A DISTANCE OF 343.96 FEET TO THE NORTHERLY LINE OF A PARCEL OF LAND DESCRIBED IN A QUIT-CLAIM DEED RECORDED AT RECEPTION NO. 4520928 IN SAID OFFICIAL RECORDS, SAID PARCEL BEING DESCRIBED AS PARCEL 1;

THENCE ALONG THE NORTHERLY LINE OF SAID PARCEL 1 THE FOLLOWING NINE (9) COURSES:

1. NORTH 70°18'38" EAST, A DISTANCE OF 201.73 FEET;
2. NORTH 45°48'38" EAST, A DISTANCE OF 299.16 FEET;
3. NORTH 32°28'38" EAST, A DISTANCE OF 186.21 FEET;
4. NORTH 05°56'38" EAST, A DISTANCE OF 127.20 FEET;
5. NORTH 29°30'22" WEST, A DISTANCE OF 274.74 FEET;
6. NORTH 07°48'38" EAST, A DISTANCE OF 430.43 FEET;
7. NORTH 69°16'38" EAST, A DISTANCE OF 470.11 FEET;
8. NORTH 79°26'38" EAST, A DISTANCE OF 413.13 FEET;
9. SOUTH 58°27'22" EAST, A DISTANCE OF 283.30 FEET TO THE WESTERLY LINE OF A PARCEL OF LAND DESCRIBED IN SAID QUIT-CLAIM DEED, SAID PARCEL BEING DESCRIBED AS PARCEL 2;

THENCE ALONG THE WESTERLY, NORTHERLY AND EASTERLY LINE OF SAID PARCEL 2 THE FOLLOWING EIGHT (8) COURSES:

1. NORTH 00°19'58" EAST, A DISTANCE OF 165.15 FEET;
2. SOUTH 82°35'28" EAST, A DISTANCE OF 104.13 FEET;
3. SOUTH 61°48'33" EAST, A DISTANCE OF 101.22 FEET;
4. SOUTH 40°28'35" EAST, A DISTANCE OF 79.87 FEET;
5. SOUTH 76°12'32" EAST, A DISTANCE OF 85.48 FEET;
6. SOUTH 16°50'06" EAST, A DISTANCE OF 128.70 FEET;
7. SOUTH 36°53'24" EAST, A DISTANCE OF 88.05 FEET;
8. SOUTH 03°24'45" WEST, A DISTANCE OF 50.90 FEET TO THE NORTHERLY LINE OF SAID PARCEL 1;

THENCE ALONG THE NORTHERLY AND EASTERLY LINE OF SAID PARCEL 1 THE FOLLOWING THIRTY-TWO (32) COURSES:

1. SOUTH 03°24'45" WEST, A DISTANCE OF 27.38 FEET;
2. SOUTH 39°46'00" EAST, A DISTANCE OF 104.17 FEET;
3. SOUTH 61°49'26" EAST, A DISTANCE OF 124.07 FEET;
4. SOUTH 72°00'51" EAST, A DISTANCE OF 75.31 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 150.00 FEET;
5. EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 57°54'57", AN ARC LENGTH OF 151.62 FEET;
6. NORTH 50°04'19" EAST, A DISTANCE OF 180.61 FEET;
7. NORTH 27°42'52" EAST, A DISTANCE OF 49.03 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 112.19 FEET;
8. NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 26°03'00", AN ARC LENGTH OF 51.01 FEET;
9. NORTH 86°27'39" EAST, A DISTANCE OF 155.03 FEET;
10. SOUTH 81°22'32" EAST, A DISTANCE OF 92.54 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 260.00 FEET;
11. EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 29°08'06", AN ARC LENGTH OF 132.21 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 95.00 FEET;
12. SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 111°59'32", AN ARC LENGTH OF 185.69 FEET;

13. SOUTH 60°51'04" EAST, A DISTANCE OF 30.12 FEET;
14. SOUTH 60°51'04" EAST, A DISTANCE OF 60.22 FEET;
15. SOUTH 68°16'19" EAST, A DISTANCE OF 118.31 FEET;
16. SOUTH 74°43'21" EAST, A DISTANCE OF 92.91 FEET;
17. NORTH 88°41'38" EAST, A DISTANCE OF 168.06 FEET;
18. NORTH 70°17'04" EAST, A DISTANCE OF 71.37 FEET;
19. NORTH 48°36'01" EAST, A DISTANCE OF 126.79 FEET;
20. NORTH 51°24'39" EAST, A DISTANCE OF 71.18 FEET;
21. NORTH 74°53'00" EAST, A DISTANCE OF 38.23 FEET;
22. SOUTH 89°05'48" EAST, A DISTANCE OF 48.33 FEET;
23. SOUTH 67°59'05" EAST, A DISTANCE OF 177.11 FEET;
24. SOUTH 09°34'57" EAST, A DISTANCE OF 83.39 FEET;
25. SOUTH 39°05'54" EAST, A DISTANCE OF 116.76 FEET;
26. SOUTH 66°12'14" EAST, A DISTANCE OF 67.55 FEET;
27. SOUTH 71°24'46" EAST, A DISTANCE OF 136.08 FEET;
28. SOUTH 77°45'48" EAST, A DISTANCE OF 82.56 FEET;
29. SOUTH 83°44'18" EAST, A DISTANCE OF 57.83 FEET;
30. NORTH 88°46'31" EAST, A DISTANCE OF 41.84 FEET;
31. SOUTH 76°31'34" EAST, A DISTANCE OF 21.07 FEET;
32. SOUTH 00°28'36" WEST, A DISTANCE OF 68.60 FEET TO THE WESTERLY LINE OF A PARCEL OF LAND DESCRIBED IN ORDINANCE NO. 54, 2001 RECORDED AT RECEPTION NO. 2881612 IN SAID OFFICIAL RECORDS;

THENCE ALONG THE WESTERLY AND SOUTHERLY LINE OF SAID ORDINANCE 54, 2001 THE FOLLOWING FOUR (4) COURSES:

1. SOUTH 00°28'36" WEST, A DISTANCE OF 772.99 FEET;
2. SOUTH 00°28'20" WEST, A DISTANCE OF 1325.91 FEET;
3. SOUTH 00°28'24" WEST, A DISTANCE OF 30.07 FEET;
4. NORTH 86°32'42" EAST, A DISTANCE OF 177.28 FEET TO THE SOUTHWESTERLY

CORNER OF A PARCEL OF LAND DESCRIBED IN ORDINANCE NO. 53, 2001
RECORDED AT RECEPTION NO. 2881611 IN SAID OFFICIAL RECORDS;

THENCE ALONG THE SOUTHERLY LINE OF SAID ORDINANCE 53, NORTH 86°32'41" EAST, A
DISTANCE OF 1,215.16 FEET TO THE WESTERLY LINE OF A PARCEL OF LAND DESCRIBED IN
ORDINANCE NO. 7, 1996 RECORDED AT RECEPTION NO. 2491897 IN SAID OFFICIAL
RECORDS;

THENCE ALONG SAID WESTERLY LINE, SOUTH 00°39'36" EAST, A DISTANCE OF 1,295.20 FEET
TO THE SOUTH LINE OF SAID SECTION 31;

THENCE ALONG SAID SOUTHERLY LINE THE FOLLOWING TWO (2) COURSES:

1. SOUTH 86°36'36" WEST, A DISTANCE OF 2866.81 FEET TO THE SOUTH QUARTER
CORNER OF SAID SECTION 31;
2. SOUTH 86°35'07" WEST, A DISTANCE OF 2,961.74 FEET TO THE POINT OF
BEGINNING;

CONTAINING AN AREA OF 435.817 ACRES, (18,984,170 SQUARE FEET), MORE OR LESS.

**EXHIBIT B
ANNEXATION MAP**

THE CACHE ANNEXATION

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 35 & THE SOUTH HALF OF SECTION 36, TOWNSHIP 6 NORTH, RANGE 67 WEST AND IN SECTION 31, TOWNSHIP 6 NORTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
COUNTY OF WELD, STATE OF COLORADO.
SHEET 1 OF 4

LEGAL DESCRIPTION

SEE SHEET 2 FOR LEGAL DESCRIPTIONS

CONTIGUITY INFORMATION PARCEL 1

2,078.14 FEET — CONTIGUOUS PERIMETER TO PRESENT GREELEY CITY LIMITS

5,487.86 FEET — TOTAL PARCEL PERIMETER

37.87% — PERCENT CONTIGUOUS (STATE LAW REQUIRES A MINIMUM 1/6 (16.66%) CONTIGUITY WITH EXISTING CITY BOUNDARY)

CONTIGUITY INFORMATION PARCEL 2

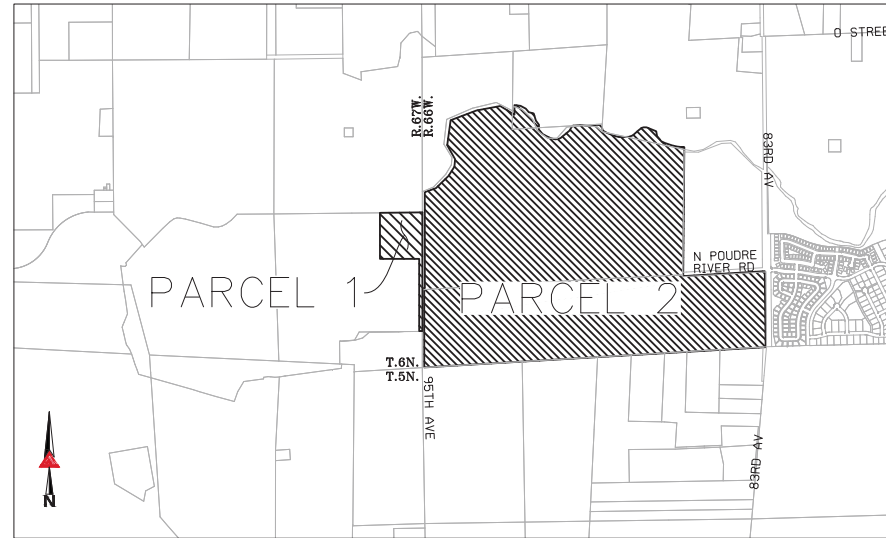
11,350.43 FEET — CONTIGUOUS PERIMETER TO PRESENT GREELEY CITY LIMITS

20,138.57 FEET — TOTAL PARCEL PERIMETER

56.36% — PERCENT CONTIGUOUS (STATE LAW REQUIRES A MINIMUM 1/6 (16.66%) CONTIGUITY WITH EXISTING CITY BOUNDARY)

GENERAL NOTES

1. BASIS OF BEARINGS: THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 6 NORTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, ASSUMED TO BEAR NORTH 00°02'18" WEST, A DISTANCE OF 2,642.84 FEET.
2. THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY AZTEC CONSULTANTS, INC., TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD. FOR ALL TITLE INFORMATION OF RECORD, AZTEC CONSULTANTS, INC., RELED UPON COMMITMENT FOR TITLE INSURANCE COMMITMENT NO. HD570407-084-L9-LV1 ISSUED BY COMMONWEALTH LAND TITLE INSURANCE COMPANY HAVING AN EFFECTIVE DATE OF SEPTEMBER 10, 2019 AT 6:00 P.M.
3. DISTANCES ON THIS ANNEXATION PLAT ARE GROUND DISTANCES EXPRESSED IN U.S. SURVEY FEET.
4. THIS MAP IS FOR ANNEXATION PURPOSES ONLY. NO MONUMENTS WERE SET AND IS NOT A LAND SURVEY PLAT OR IMPROVEMENT SURVEY PLAT.



VICINITY MAP
SCALE: 1" = 1000'

SURVEYOR'S CERTIFICATE

I, DANIEL E. DAVIS, A PROFESSIONAL LAND SURVEYOR REGISTERED IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT NOT LESS THAN ONE-SIXTH (1/6) OF THE PERIMETER OF THE AREA PROPOSED TO BE ANNEXED TO THE CITY OF GREELEY, COLORADO, IS CONTIGUOUS WITH THE BOUNDARIES OF THE ANNEXING MUNICIPALITY, AND THAT THIS ANNEXATION PLAT SUBSTANTIALLY COMPLIES WITH THE COLORADO REVISED STATUTES AND THE CITY OF GREELEY, COLORADO CODES APPERTAINING THERETO.

DANIEL E. DAVIS, PLS NO. 38256
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 E. MINERAL AVE., SUITE 1
LITTLETON, CO. 80122
(303) 713-1898

FOR REVIEW

NOTICE: ACCORDING TO COLORADO LAW, YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT, MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

NOTICE: PER THE STATE OF COLORADO BOARD OF LICENSURE FOR ARCHITECTS, PROFESSIONAL ENGINEERS, AND PROFESSIONAL LAND SURVEYORS RULE 1.6.B.2 THE WORD "CERTIFY" AS USED HEREON MEANS AN EXPRESSION OF PROFESSIONAL OPINION AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EXPRESSED OR IMPLIED. THE SURVEY REPRESENTED HEREON HAS BEEN PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE AND IS BASED UPON MY KNOWLEDGE, INFORMATION AND BELIEF.

ACCEPTANCE

SAID ANNEXATION MAP HAS BEEN ACCEPTED BY THE CITY OF GREELEY, WELD COUNTY, COLORADO, AND THE TERRITORY DESIGNATED HEREON IS MADE A PART OF THE CITY OF GREELEY AND INCLUDED WITHIN THE LIMITS AND JURISDICTION THEREOF THIS ____ DAY OF ____, A.D. 2021.

ATTEST: _____
CITY CLERK MAYOR

COMMUNITY DEVELOPMENT DIRECTOR APPROVAL:
APPROVED THIS ____ DAY OF ____, A.D. 2021.

COMMUNITY DEVELOPMENT DIRECTOR

ENGINEERING DEVELOPMENT REVIEW MANAGER APPROVAL:
APPROVED THIS ____ DAY OF ____, A.D. 2021.

ENGINEERING DEVELOPMENT REVIEW MANAGER



ANNEXATION MAP

LAST REVISED: 06/03/2021

Aztec Proj. No.: 9329-01

Drawn By: KDS

DATE OF PREPARATION:	05/16/2020
SCALE:	N/A
SHEET 1 OF 4	

THE CACHE ANNEXATION

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 35 & THE SOUTH HALF OF SECTION 36, TOWNSHIP 6 NORTH, RANGE 67 WEST AND IN SECTION 31, TOWNSHIP 6 NORTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
COUNTY OF WELD, STATE OF COLORADO.
SHEET 2 OF 4

LEGAL DESCRIPTION (PARCEL 1)

A PARCEL OF LAND BEING A PORTION OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 6 NORTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER OF SECTION 36;

THENCE ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER, NORTH 00°02'18" WEST, A DISTANCE OF 620.00 FEET;

THENCE DEPARTING SAID EAST LINE, SOUTH 89°57'42" WEST, A DISTANCE OF 30.00 FEET TO THE NORTHEASTERLY CORNER OF A PARCEL OF LAND DESCRIBED IN ORDINANCE NO. 111, 1985 RECORDED AT RECEPTION NO. 2038898 IN THE OFFICIAL RECORDS OF THE WELD COUNTY CLERK AND RECORDER'S OFFICE, SAID COUNTY AND STATE AND THE POINT OF BEGINNING;

THENCE ALONG THE NORTHERLY LINE OF SAID ORDINANCE NO. 111, SOUTH 89°57'26" WEST, A DISTANCE OF 55.42 FEET;

THENCE DEPARTING SAID NORTHERLY LINE ALONG THE WESTERLY EXTENSION AND WESTERLY LINE OF A 30" PIPELINE EASEMENT RECORDED AT RECEPTION NO. 4379092 IN SAID OFFICIAL RECORDS, NORTH 00°00'00" EAST, A DISTANCE OF 1,230.95 FEET TO THE SOUTHERLY LINE OF A SURFACE USE AGREEMENT AND GRANT OF EASEMENT AS RECORDED AT RECEPTION NO. 4243207 IN SAID OFFICIAL RECORDS;

THENCE ALONG SAID SOUTHERLY LINE, SOUTH 89°57'43" WEST, A DISTANCE OF 668.92 FEET TO THE WESTERLY LINE OF SAID SURFACE USE AGREEMENT AND GRANT OF EASEMENT;

THENCE ALONG SAID WESTERLY LINE AND THE WESTERLY EXTENSION OF SAID WESTERLY LINE, NORTH 00°02'16" WEST, A DISTANCE OF 786.32 FEET TO THE NORTHERLY LINE OF SAID SOUTHEAST QUARTER;

THENCE ALONG SAID NORTHERLY LINE, NORTH 89°31'50" EAST, A DISTANCE OF 723.53 FEET TO THE WESTERLY LINE OF A PARCEL OF LAND DESCRIBED IN ORDINANCE NO. 62, 2009 RECORDED AT RECEPTION NO. 3664883 IN SAID OFFICIAL RECORDS;

THENCE ALONG SAID WESTERLY LINE, SOUTH 00°02'18" EAST, A DISTANCE OF 1,722.71 FEET TO THE WESTERLY LINE OF A PARCEL OF LAND DESCRIBED IN ORDINANCE NO. 61, 2009 RECORDED AT RECEPTION NO. 3664882 IN SAID OFFICIAL RECORDS;

THENCE ALONG SAID WESTERLY LINE, SOUTH 00°02'18" EAST, A DISTANCE OF 300.00 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 14.660 ACRES, (638,603 SQUARE FEET), MORE OR LESS.

LEGAL DESCRIPTION (PARCEL 2)

A PARCEL OF LAND BEING A PORTION OF SECTION 31, TOWNSHIP 6 NORTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 31;

THENCE ALONG THE SOUTH LINE OF SAID SECTION 31, NORTH 86°35'07" EAST, A DISTANCE OF 30.05 FEET TO THE EASTERLY LINE OF A PARCEL OF LAND DESCRIBED IN ORDINANCE NO. 37, 1988 RECORDED AT RECEPTION NO. 2632180 IN THE OFFICIAL RECORDS OF THE WELD COUNTY CLERK AND RECORDER'S OFFICE, SAID COUNTY AND STATE AND THE POINT OF BEGINNING;

THENCE DEPARTING SAID SOUTH LINE ALONG SAID EASTERLY LINE, NORTH 00°02'18" WEST, A DISTANCE OF 818.23 FEET TO THE EASTERLY LINE OF A PARCEL OF LAND DESCRIBED IN ORDINANCE NO. 61, 2009 RECORDED AT RECEPTION NO. 3664882 IN SAID OFFICIAL RECORDS;

THENCE ALONG SAID EASTERLY LINE, NORTH 00°02'18" WEST, A DISTANCE OF 743.30 FEET TO THE SOUTHERLY LINE OF A PARCEL OF LAND DESCRIBED IN ORDINANCE NO. 62, 2009 RECORDED AT RECEPTION NO. 3664883 IN SAID OFFICIAL RECORDS;

THENCE ALONG THE SOUTHERLY AND EASTERLY LINE OF SAID ORDINANCE NO. 62 THE FOLLOWING THREE (3) COURSES:

1. NORTH 86°20'20" EAST, A DISTANCE OF 10.02 FEET;
2. NORTH 00°02'18" WEST, A DISTANCE OF 1,281.43 FEET;
3. NORTH 00°01'16" WEST, A DISTANCE OF 343.96 FEET TO THE NORTHERLY LINE OF A PARCEL OF LAND DESCRIBED IN A QUIT-CLAIM DEED RECORDED AT RECEPTION NO. 4520928 IN SAID OFFICIAL RECORDS, SAID PARCEL BEING DESCRIBED AS PARCEL 1;

THENCE ALONG THE NORTHERLY LINE OF SAID PARCEL 1 THE FOLLOWING NINE (9) COURSES:

1. NORTH 70°18'38" EAST, A DISTANCE OF 201.73 FEET;
2. NORTH 45°48'38" EAST, A DISTANCE OF 299.16 FEET;
3. NORTH 32°28'38" EAST, A DISTANCE OF 186.21 FEET;
4. NORTH 05°56'38" EAST, A DISTANCE OF 127.20 FEET;
5. NORTH 29°30'22" WEST, A DISTANCE OF 274.74 FEET;
6. NORTH 07°48'38" EAST, A DISTANCE OF 430.43 FEET;
7. NORTH 69°16'38" EAST, A DISTANCE OF 470.11 FEET;
8. NORTH 79°28'38" EAST, A DISTANCE OF 413.13 FEET;
9. SOUTH 58°27'22" EAST, A DISTANCE OF 283.30 FEET TO THE WESTERLY LINE OF A PARCEL OF LAND DESCRIBED IN SAID QUIT-CLAIM DEED, SAID PARCEL BEING DESCRIBED AS PARCEL 2;

THENCE ALONG THE WESTERLY, NORTHERLY AND EASTERLY LINE OF SAID PARCEL 2 THE FOLLOWING EIGHT (8) COURSES:

1. NORTH 00°19'58" EAST, A DISTANCE OF 165.15 FEET;
2. SOUTH 82°35'28" EAST, A DISTANCE OF 104.13 FEET;
3. SOUTH 61°48'33" EAST, A DISTANCE OF 101.22 FEET;
4. SOUTH 40°28'35" EAST, A DISTANCE OF 79.87 FEET;
5. SOUTH 76°12'32" EAST, A DISTANCE OF 85.48 FEET;
6. SOUTH 16°50'06" EAST, A DISTANCE OF 128.70 FEET;
7. SOUTH 36°53'24" EAST, A DISTANCE OF 88.05 FEET;
8. SOUTH 03°24'45" WEST, A DISTANCE OF 50.90 FEET TO THE NORTHERLY LINE OF SAID PARCEL 1;

THENCE ALONG THE NORTHERLY AND EASTERLY LINE OF SAID PARCEL 1 THE FOLLOWING THIRTY-TWO (32) COURSES:

1. SOUTH 03°24'45" WEST, A DISTANCE OF 27.38 FEET;
2. SOUTH 39°46'00" EAST, A DISTANCE OF 104.17 FEET;
3. SOUTH 61°49'26" EAST, A DISTANCE OF 124.07 FEET;
4. SOUTH 72°00'51" EAST, A DISTANCE OF 75.31 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 150.00 FEET;
5. EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 57°54'57", AN ARC LENGTH OF 151.62 FEET;
6. NORTH 50°04'19" EAST, A DISTANCE OF 180.61 FEET;
7. NORTH 27°42'52" EAST, A DISTANCE OF 49.03 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 112.19 FEET;
8. NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 26°03'00", AN ARC LENGTH OF 51.01 FEET;
9. NORTH 86°27'39" EAST, A DISTANCE OF 155.03 FEET;
10. SOUTH 81°22'32" EAST, A DISTANCE OF 92.54 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 260.00 FEET;
11. EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 29°08'08", AN ARC LENGTH OF 132.21 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 95.00 FEET;

LEGAL DESCRIPTION (PARCEL 2 CONT.)

12. SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 111°59'32", AN ARC LENGTH OF 185.69 FEET;

13. SOUTH 60°51'04" EAST, A DISTANCE OF 30.12 FEET;
14. SOUTH 60°51'04" EAST, A DISTANCE OF 60.22 FEET;
15. SOUTH 68°16'19" EAST, A DISTANCE OF 118.31 FEET;
16. SOUTH 74°43'21" EAST, A DISTANCE OF 92.91 FEET;
17. NORTH 88°41'38" EAST, A DISTANCE OF 168.06 FEET;
18. NORTH 70°17'04" EAST, A DISTANCE OF 71.37 FEET;
19. NORTH 48°36'01" EAST, A DISTANCE OF 126.79 FEET;
20. NORTH 51°24'39" EAST, A DISTANCE OF 71.18 FEET;
21. NORTH 74°53'00" EAST, A DISTANCE OF 38.23 FEET;
22. SOUTH 89°05'48" EAST, A DISTANCE OF 48.33 FEET;
23. SOUTH 67°59'05" EAST, A DISTANCE OF 177.11 FEET;
24. SOUTH 09°34'57" EAST, A DISTANCE OF 83.39 FEET;
25. SOUTH 39°05'54" EAST, A DISTANCE OF 116.76 FEET;
26. SOUTH 66°12'14" EAST, A DISTANCE OF 67.55 FEET;
27. SOUTH 71°24'46" EAST, A DISTANCE OF 136.08 FEET;
28. SOUTH 77°45'48" EAST, A DISTANCE OF 82.56 FEET;
29. SOUTH 83°44'18" EAST, A DISTANCE OF 57.83 FEET;
30. NORTH 88°46'31" EAST, A DISTANCE OF 41.84 FEET;
31. SOUTH 76°31'34" EAST, A DISTANCE OF 21.07 FEET;

32. SOUTH 00°28'36" WEST, A DISTANCE OF 68.60 FEET TO THE WESTERLY LINE OF A PARCEL OF LAND DESCRIBED IN ORDINANCE NO. 54, 2001 RECORDED AT RECEPTION NO. 2881612 IN SAID OFFICIAL RECORDS;

THENCE ALONG THE WESTERLY AND SOUTHERLY LINE OF SAID ORDINANCE 54, 2001 THE FOLLOWING FOUR (4) COURSES:

1. SOUTH 00°28'36" WEST, A DISTANCE OF 772.99 FEET;
2. SOUTH 00°28'20" WEST, A DISTANCE OF 1325.91 FEET;
3. SOUTH 00°28'24" WEST, A DISTANCE OF 30.07 FEET;
4. NORTH 86°32'42" EAST, A DISTANCE OF 177.28 FEET TO THE SOUTHWESTERLY CORNER OF A PARCEL OF LAND DESCRIBED IN ORDINANCE NO. 53, 2001 RECORDED AT RECEPTION NO. 2881611 IN SAID OFFICIAL RECORDS;

THENCE ALONG THE SOUTHERLY LINE OF SAID ORDINANCE 53, NORTH 86°32'41" EAST, A DISTANCE OF 1,215.16 FEET TO THE WESTERLY LINE OF A PARCEL OF LAND DESCRIBED IN ORDINANCE NO. 7, 1996 RECORDED AT RECEPTION NO. 2491897 IN SAID OFFICIAL RECORDS;

THENCE ALONG SAID WESTERLY LINE, SOUTH 00°39'36" EAST, A DISTANCE OF 1,295.20 FEET TO THE SOUTH LINE OF SAID SECTION 31;

THENCE ALONG SAID SOUTHERLY LINE THE FOLLOWING TWO (2) COURSES:

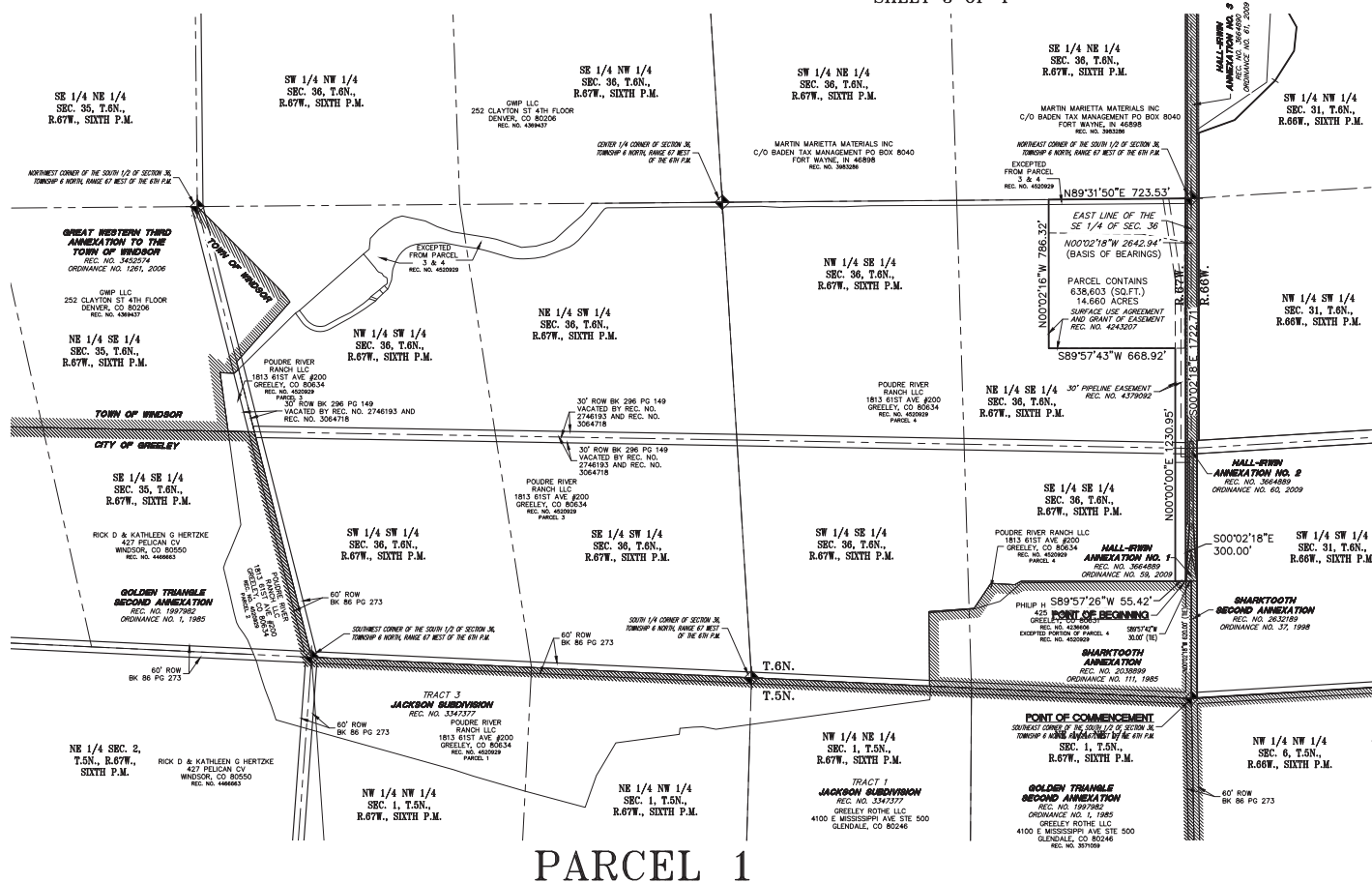
1. SOUTH 86°36'36" WEST, A DISTANCE OF 2866.81 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 31;
2. SOUTH 86°35'07" WEST, A DISTANCE OF 2,961.74 FEET TO THE POINT OF BEGINNING;

CONTAINING AN AREA OF 435.817 ACRES, (18,984,170 SQUARE FEET), MORE OR LESS.

 399 East Memorial Ave., Suite 1 Lafayette, Colorado 80122 Phone: (303) 713-1887 Fax: (303) 713-1887 www.aztec-consultants.com	ANNEXATION MAP		DATE OF PREPARATION:	08/16/2020
	Aztec Proj. No.: 9320-01		Drawn By: KDS	SCALE: N/A
			SHEET 2 OF 4	

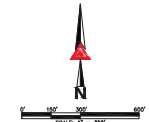
THE CACHE ANNEXATION

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 35 & THE SOUTH HALF OF SECTION 36, TOWNSHIP 6 NORTH, RANGE 67 WEST AND IN SECTION 31, TOWNSHIP 6 NORTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
COUNTY OF WELD, STATE OF COLORADO.
SHEET 3 OF 4



LEGEND	
	ADJUSTED CORNER AS NOTED
	PROPOSED CITY OF GREELEY LIMITS
	SECTION LINE
	EXISTING CITY OF GREELEY LIMITS

PARCEL 1



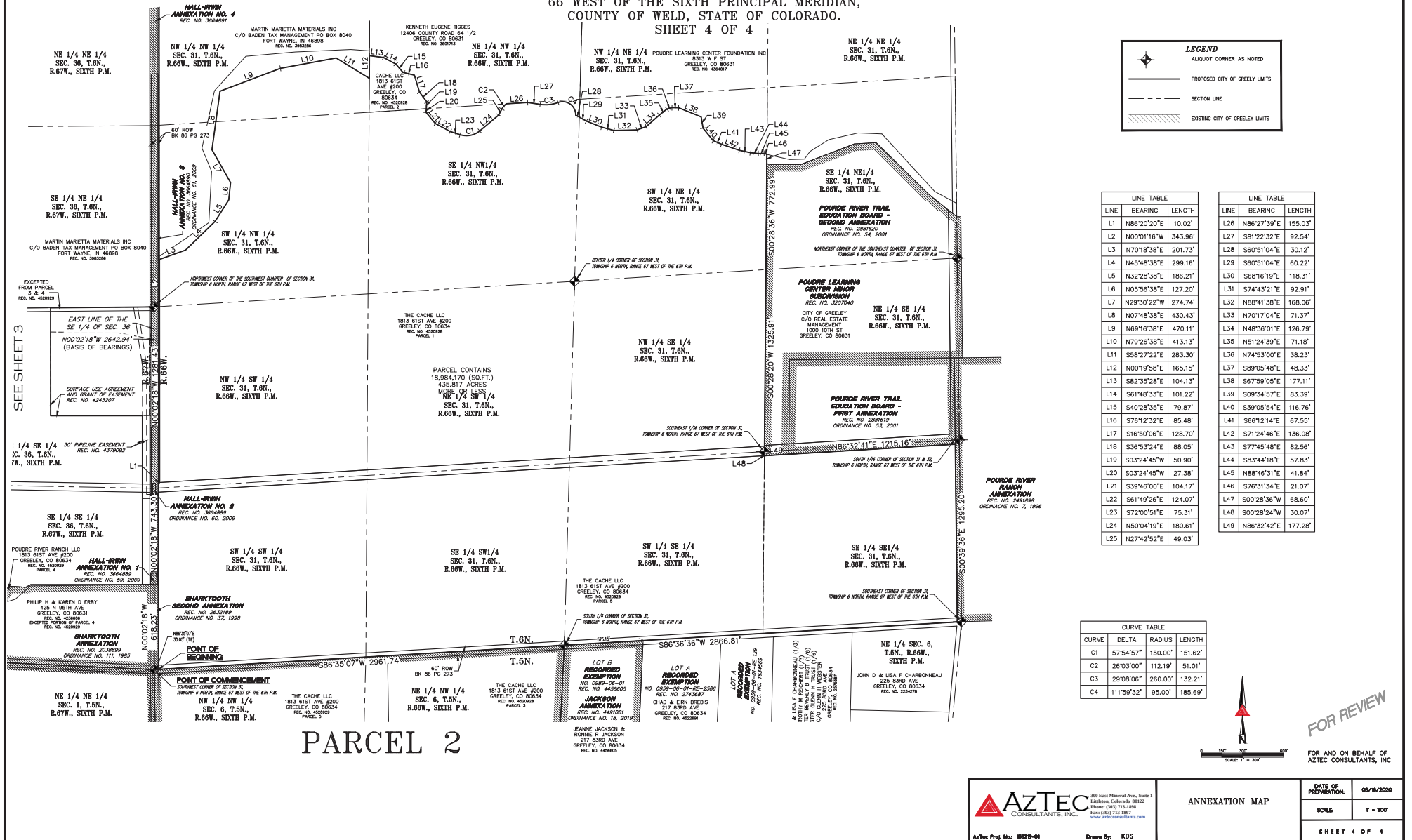
FOR REVIEW

FOR AND ON BEHALF OF
AZTEC CONSULTANTS, INC.

Aztec Proj. No.: 9329-01	399 East Memorial Ave., Suite 1 Littleton, Colorado 80122 Phone: (303) 713-1888 Fax: (303) 713-1887 www.aztecconsultants.com	ANNEXATION MAP	
		DATE OF PREPARATION:	05/16/2020
		SCALE:	1" = 300'
Drawn By: KDS		SHEET 3 OF 4	

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 35 & THE SOUTH HALF OF SECTION 36, TOWNSHIP 6 NORTH, RANGE 67 WEST AND IN SECTION 31, TOWNSHIP 6 NORTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
COUNTY OF WELD, STATE OF COLORADO.

SHEET 4 OF 4



PLANNING COMMISSION SUMMARY

ITEM: Annexation

FILE NUMBER: ANX2020-0002

PROJECT: The Cache Annexation

LOCATION: 12351 County Road 62 and 12644 County Road 62 ¼, including an unaddressed parcel (no. 080736400039) located east of 95th Avenue and north of County Road 62

APPLICANT: Ed Orr, The Cache LLC

CASE PLANNER: Brittany Hathaway, Planner III

PLANNING COMMISSION HEARING DATE: July 13, 2021

PLANNING COMMISSION FUNCTION:
Review the proposed annexation for compliance with Section 24-581 of the Greeley Development Code and make a recommendation to the City Council.

EXECUTIVE SUMMARY

The property owners have petitioned the City to annex a total of 450.477 acres of unincorporated property into the City of Greeley (*see Attachments A – Vicinity Map and Attachment B – Annexation Map*).

A. REQUEST

Approval of an annexation known as The Cache Annexation.

B. STAFF RECOMMENDATION

Approval

C. LOCATION

12351 County Road 62 and 12644 County Road 62 ¼, including an unaddressed parcel (no. 080736400039) located east of 95th Avenue and north of County Road 62 (*see Attachment A – Vicinity Map*).

Current Zoning: Weld County A - AG (Agriculture)

Proposed Zoning: PUD (Planned Unit Development)

Abutting Zoning: North: Weld County A-AG (Agriculture)
South: PUD (Planned Unit Development), R-L (Residential Low Density), R-E (Residential Estate), and Weld County A-AG (Agriculture)

East: PUD (Planned Unit Development) and R-E (Residential Estate)

West: Weld County A-AG (Agriculture) and R-L (Residential Low Density)

Site Conditions: The subject property is largely undeveloped. An existing oil and gas facility is located on Parcel 1 and approximately 189 acres of Parcel 2 consists of existing ponds/wetlands. Parcel 2 also contains a single family residence and outbuildings of which are accessed from Poudre River Road/CR 62.

Parcel Size: Parcel 1: 14.66 acres Parcel 2: 435.817 acres

Contiguity: Parcel 1: 37.87% Parcel 2: 56.36%
(16.67% or 1/6 is required)

Abutting Land Uses: North: Agricultural and gravel mining
South: Single family residential and undeveloped land
East: The Poudre Learning Center, single family residential, and undeveloped land
West: Undeveloped land and a single family residence

D. BACKGROUND

The property owner has petitioned the City to annex a total of 450.477 acres of unincorporated property. The property consists of two parcels. Parcel 1 (14.66 acres) contains an existing oil and gas facility operating under a surface use agreement and easement granted in 2016 (Rec# 4243207), of which allows for up to 24 wells and associated facilities on the property. Parcel 2 (435.817 acres) includes three existing wetland ponds, a single-family residence, an 1,080 square foot storage building, and encompasses approximately 5,400 feet, or approximately 1-mile, of the Poudre River Trail. The property is located within the Long-Range Expected Growth Area and is designated as “rural”, “bluffs”, “riparian land” and “natural areas” on the Land Use Guidance Map.

The applicant has applied to establish PUD (Planned Unit Development) zoning for the property. In addition, approximately 337.523 additional acres of property adjacent south, between 95th Avenue and 89th Avenue, north of 10th Street, is included in the PUD request.

Due to inadequate public facilities and services in the area, such as internal roadways, sanitary, and storm water, a Metropolitan (Metro) District has been formed to fund the design, installation, and operation of required infrastructure to support future development. City Council approved The Cache Metro District Nos. 1-8 Service Plan on September 15, 2020.

The Metro District and proposed PUD encompasses the subject 450.477 acres in addition to the 337.523 acres currently within City of Greeley limits, for a total developable area of 788 acres.

The proposed development would consist of a mixed-use development comprising a mix of single-family, multi-family, commercial, and supporting facilities, to be known as The Cache.

E. KEY ISSUES & ANALYSIS/APPROVAL CRITERIA

The Commission 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.

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

The following Imagine Greeley: The City of Greeley Comprehensive Plan, 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 subject site is mostly undeveloped land with the exception of an oil and gas facility and a residential use with related accessory uses. The site is adjacent to the west along 95th Avenue with the Lake Bluff PUD, which is approved for of residential, mixed-use, open space, and commercial uses along 10th Street.

Based on current development trends, it is assumed that the surrounding areas within the City would continue to be developed. The inclusion of this property would help provide a rational northern City boundary along the Poudre River and aid in the extension of municipal services.

The Imagine Greeley Comprehensive Plan envisions the area to be developed with rural, mixed-uses, bluffs, and open spaces. The proposed mix of residential, mixed-use, open space, and commercial uses along 10th Street compliment the vision for the area.

The request complies with this criterion.

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

Staff Comment:

The subject site is an area in which the City expects to see continued development and need for City services. When looking at the larger vicinity, much of the surrounding land is currently undeveloped. However, properties to the west are expected to urbanize in the near future. These properties, known as Lake Bluff, are part of a Metro District approved in 2018 and has since obtained approval for a Preliminary PUD Plan in February 2020. Applications for development west of Lake Bluff, including a Metro District and Preliminary PUD Plan, to be known as Poudre Heights, has been submitted to the City and are currently under review.

The annexation of this property and extension of services would help future infrastructure connections. Properties immediately surrounding the subject site are used as large lot residential, agricultural, and include the Poudre Learning Center. The inclusion of this area into the City may provide for a mix of housing, amenities, and neighborhood commercial to support the development in west Greeley.

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:

The applicant is requesting water service from the City to serve the subject sites and support development. There are existing 12-inch water lines located in both 83rd Avenue and 89th Avenue that the applicant may tap into.

The Poudre trunk sanitary sewer line would be extended from its current terminus near the intersection of CR 62 and 83rd Avenue through Parcel 2 along CR 62 and 95th Avenue. The applicant would be required to extend this line to their project with upsizing costs to be reimbursed by the City.

Coordination with neighboring Lake Bluff PUD would be requested for development of shared and/or extended infrastructure.

The request complies with this criterion.

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

Staff Comment: As proposed, the annexation exceeds the State's one-sixth contiguity requirement. These property's inclusion would also provide a continual and rational boundary by including areas of unincorporated land that are within the Long Range Expected Growth Area.

This request complies with this criterion.

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

Staff Comment: Properties immediately surrounding the subject site are used as large lot residential and agricultural. The inclusion of this use into the City provides a desired mix of housing types and price points.

The proposal complies with this criterion.

6. PHYSICAL SITE CHARACTERISTICS

1. SUBDIVISION HISTORY

The subject site is unplatted.

2. HAZARDS

The northern portion of Parcel 2 is located within a floodway. It is not anticipated that this area would develop, rather would be designated as private open space. Any future development would be reviewed in detail at time of application.

3. WILDLIFE

The northern portion of Parcel 2, approximately 189 acres containing wetlands and areas of the Poudre River, is in an area of high ecological significance. Parcel 1 and the southern portion of Parcel 2 are in areas of moderate ecological significance according to the City's Areas of Ecological Significance Map. Ecological impacts are reviewed in detail at time of subdivision or development, including a required biologist report.

4. FLOODPLAIN

According to the adopted Federal Emergency Management Administration (FEMA) flood data, the northernmost portion of Parcel 2 adjacent to the Poudre River is located within a floodway, with the location of wetlands/ponds within the 100-year floodplain. The remaining area is located outside of a designated floodway/floodplain. No change is expected to this area as a result of this annexation request.

5. DRAINAGE AND EROSION

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

6. TRANSPORTATION

The subject site is located in between 83rd Avenue and 95th Avenue north of 10th Street. Future development of the subject sites would require or share responsibility for the following road improvements:

- 95th Avenue between 10th Street and the Poudre River crossing.
- Poudre River Road (CR 62) between 83rd Avenue and 95th Avenue.

Additional road improvements neighboring the subject area are included in the proposed The Cache Preliminary Planned Unit Development Plan.

7. SERVICES

1. WATER

There are existing 12-inch water lines located in 83rd Avenue and 89th Avenue to the east of the subject site. Upon annexation approval, the applicant would be required to extend existing City of Greeley Water lines to the subject site.

2. SANITATION

The nearest sewer line is located just east of the subject site in 83rd Avenue, adjacent to the Poudre River Subdivision. The extension of this sewer line along County Road 62 (Poudre River Road) and south along 95th Avenue has also received design approval. Coordination of funding and installation between the City and neighboring property owners, including Lake Bluff, is underway.

3. EMERGENCY SERVICES

The subject site is currently served by the Windsor/Severance Fire Protection District. With the successful annexation, the applicant would withdraw the property from the Windsor/Severance Fire Protection District. The City of Greeley Fire Department would take over fire services for the property once annexed.

The closest fire station, Fire Station #6 (10603 20th Street) is approximately 3.7 miles south from the site. Fire Station #7 (6623 W. 10th Street) is approximately 4 miles southeast of the subject site. The City of Greeley Police Department would also serve this area with the completion of the annexation.

4. PARKS/OPEN SPACES

Approximately one-mile of the Poudre River Trail is encompassed with this request, located within an existing easement provided on Parcel 2. The existing trail would remain public along CR 62/Poudre River Road, with a new public trail alignment proposed along the north side of the ponds with the related Planned Unit Development Plan request.

Private and public parks, open spaces, and trails are proposed in the Planned Unit Development Plan, consistent with the Parks Trails and Open Spaces Master Plan.

5. SCHOOLS

The subject site is within the Weld RE-4 School District boundary. An annexation impact report has been sent to the District for their review and comment.

The proposed Planned Unit Development Plan includes a proposed school site. Coordination with the school district is ongoing and land dedication would occur at platting.

8. NEIGHBORHOOD IMPACTS

1. VISUAL

No known visual impacts would be created by the annexation. Potential impacts will be reviewed at time of development.

2. NOISE

It is not anticipated that the proposed annexation would create any significant increase in noise.

9. COST-BENEFIT ANALYSIS

Depending on the anticipated land uses, staff may conduct a Cost-Benefit Analysis to analyze the potential impacts an annexation may have on municipal services, along with any potential revenue sources that would become available to the City.

The property within this annexation proposal is proposed to be zoned PUD and included within a Metropolitan (Metro) District. Once annexed, the property owner(s) or Metro District, would be required to extend services to the property and pay applicable tap fees. The City would also receive property tax in coming years once the site is annexed.

The City would be responsible to provide fire and police protection services; nonetheless these service are expected to be minimal.

Staff finds that the proposed annexation cost impacts should be minimal in nature at time of annexation and would relate to the additional maintenance of police and fire protection services. Future impacts may include maintenance of any dedicated public rights-of-way and public utilities at time of development.

10. PUBLIC NOTICE AND COMMENT

A copy of the Annexation Impact Report was forwarded to the Weld County of Board of County Commissioners, the Weld RE-4 School District, and the Windsor/Severance Fire Protection District. No comments or concerns have been received.

Neighborhood notices were mailed to surrounding property owners within 500 ft. of the subject site on June 24, 2021 per Development Code requirements. Signs were also posted at the site on June 30, 2021. As of July 7, 2021, no comments have been received.

11. PLANNING COMMISSION RECOMMENDED MOTION

Based on the application received and the preceding analysis, the Planning Commission finds that the proposed annexation meets the required Development Code criteria of Section 24-581(a)(1-5); and recommend approval of the Annexation to the City Council.

ATTACHMENTS

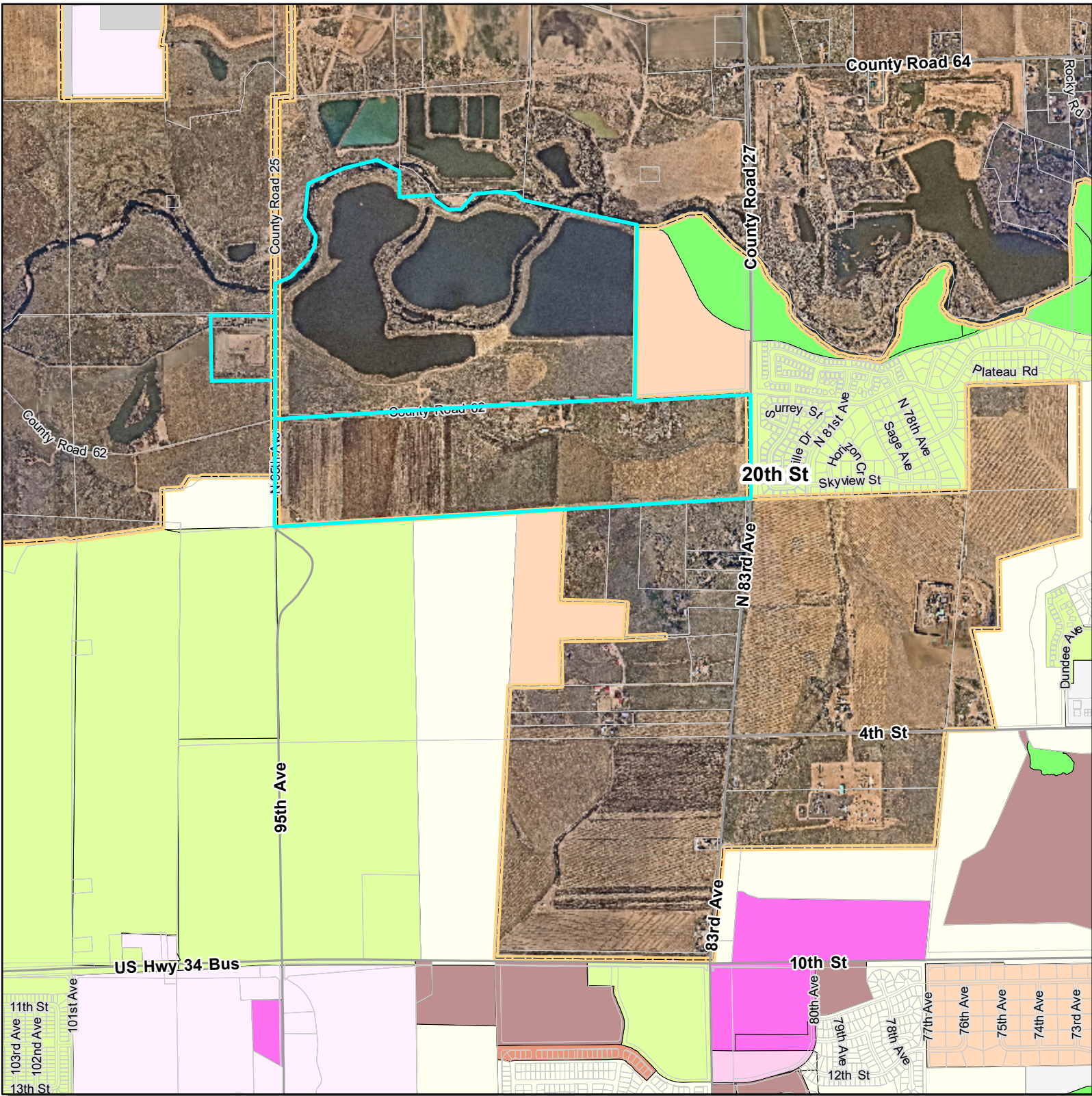
Attachment A – Vicinity Map

Attachment B – Annexation Map

Attachment C – Site Analysis Map

Attachment D – Annexation Impact Report

Vicinity Map The Cache Annexation



ANX2020-0002

THE CACHE ANNEXATION
LOCATED IN THE SOUTHEAST QUARTER OF SECTION 35 & THE SOUTH HALF OF SECTION 36, TOWNSHIP 6 NORTH, RANGE 67 WEST AND IN SECTION 31, TOWNSHIP 6 NORTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
COUNTY OF WELD, STATE OF COLORADO.
SHEET 1 OF 4

LEGAL DESCRIPTION

SEE SHEET 2 FOR LEGAL DESCRIPTIONS

CONTIGUITY INFORMATION PARCEL 1

2,078.14 FEET — CONTIGUOUS PERIMETER TO PRESENT GREELEY CITY LIMITS

5,487.86 FEET — TOTAL PARCEL PERIMETER

37.87% — PERCENT CONTIGUOUS (STATE LAW REQUIRES A MINIMUM 1/6 (16.66%) CONTIGUITY WITH EXISTING CITY BOUNDARY)

CONTIGUITY INFORMATION PARCEL 2

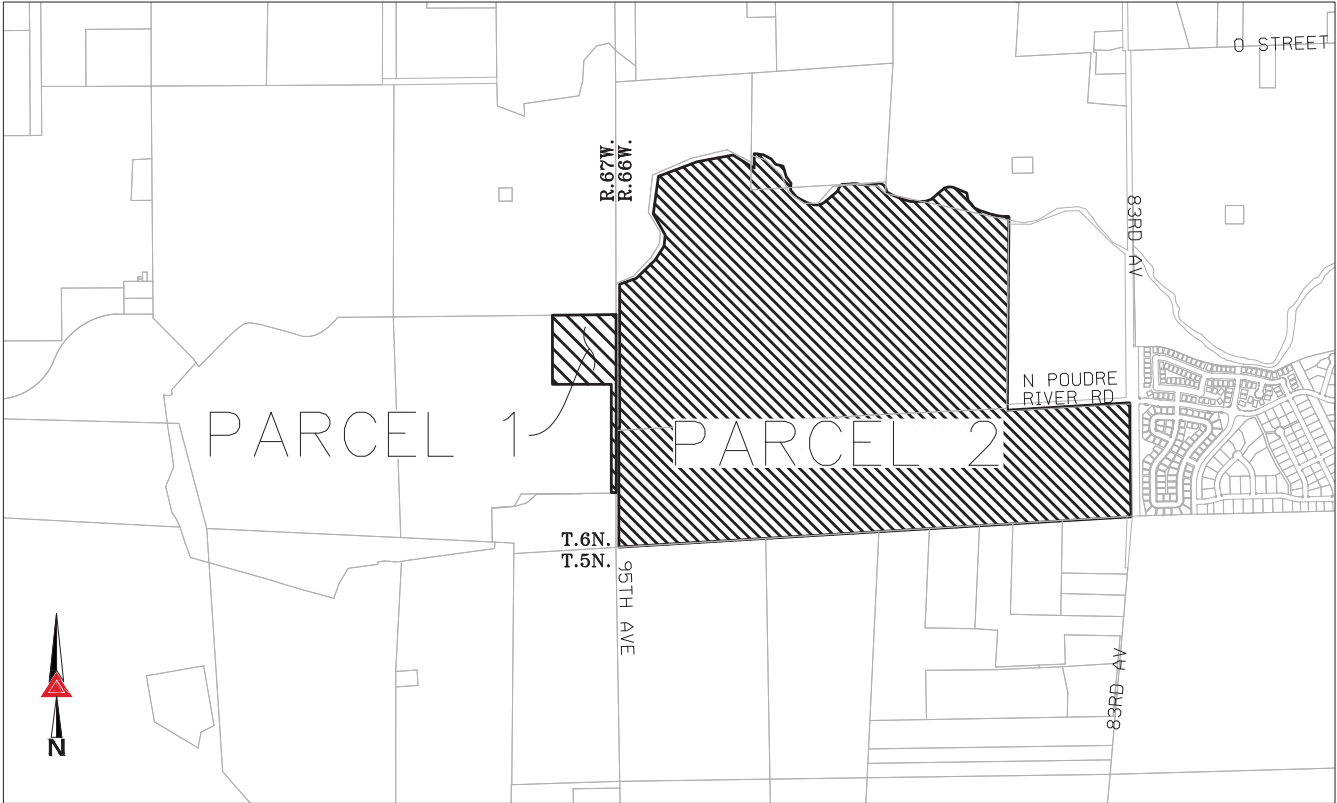
11,350.43 FEET — CONTIGUOUS PERIMETER TO PRESENT GREELEY CITY LIMITS

20,138.57 FEET — TOTAL PARCEL PERIMETER

56.36% — PERCENT CONTIGUOUS (STATE LAW REQUIRES A MINIMUM 1/6 (16.66%) CONTIGUITY WITH EXISTING CITY BOUNDARY)

GENERAL NOTES

1. BASIS OF BEARINGS: THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 6 NORTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, ASSUMED TO BEAR NORTH 00°02'18" WEST, A DISTANCE OF 2,642.94 FEET.
2. THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY AZTEC CONSULTANTS, INC., TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD. FOR ALL TITLE INFORMATION OF RECORD, AZTEC CONSULTANTS, INC., RELIED UPON COMMITMENT FOR TITLE INSURANCE COMMITMENT NO. H0570407-084-LL9-LVV ISSUED BY COMMONWEALTH LAND TITLE INSURANCE COMPANY HAVING AN EFFECTIVE DATE OF SEPTEMBER 10, 2019 AT 6:00 P.M.
3. DISTANCES ON THIS ANNEXATION PLAT ARE GROUND DISTANCES EXPRESSED IN U.S. SURVEY FEET.
4. THIS MAP IS FOR ANNEXATION PURPOSES ONLY, NO MONUMENTS WERE SET AND IS NOT A LAND SURVEY PLAT OR IMPROVEMENT SURVEY PLAT.



VICINITY MAP
SCALE: 1" = 1000'

SURVEYOR'S CERTIFICATE

I, DANIEL E. DAVIS, A PROFESSIONAL LAND SURVEYOR REGISTERED IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT NOT LESS THAN ONE-SIXTH (1/6) OF THE PERIMETER OF THE AREA PROPOSED TO BE ANNEXED TO THE CITY OF GREELEY, COLORADO, IS CONTIGUOUS WITH THE BOUNDARIES OF THE ANNEXING MUNICIPALITY, AND THAT THIS ANNEXATION PLAT SUBSTANTIALLY COMPLIES WITH THE COLORADO REVISED STATUTES AND THE CITY OF GREELEY, COLORADO CODES APPERTAINING THERETO.

DANIEL E. DAVIS, PLS NO. 38256
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 E. MINERAL AVE., SUITE 1
LITTLETON, CO. 80122
(303) 713-1898

NOTICE: ACCORDING TO COLORADO LAW, YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT, MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

NOTICE: PER THE STATE OF COLORADO BOARD OF LICENSURE FOR ARCHITECTS, PROFESSIONAL ENGINEERS, AND PROFESSIONAL LAND SURVEYORS RULE 1.6.B.2 THE WORD "CERTIFY" AS USED HEREON MEANS AN EXPRESSION OF PROFESSIONAL OPINION AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EXPRESSED OR IMPLIED. THE SURVEY REPRESENTED HEREON HAS BEEN PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE AND IS BASED UPON MY KNOWLEDGE, INFORMATION AND BELIEF.

ACCEPTANCE

SAID ANNEXATION MAP HAS BEEN ACCEPTED BY THE CITY OF GREELEY, WELD COUNTY, COLORADO, AND THE TERRITORY DESIGNATED HEREON IS MADE A PART OF THE CITY OF GREELEY AND INCLUDED WITHIN THE LIMITS AND JURISDICTION THEREOF THIS ____ DAY OF ____, A.D. 2021.

ATTEST: _____ CITY CLERK _____ MAYOR

COMMUNITY DEVELOPMENT DIRECTOR APPROVAL:

APPROVED THIS ____ DAY OF ____, A.D. 2021.

COMMUNITY DEVELOPMENT DIRECTOR

ENGINEERING DEVELOPMENT REVIEW MANAGER APPROVAL:

APPROVED THIS ____ DAY OF ____, A.D. 2021.

ENGINEERING DEVELOPMENT REVIEW MANAGER



ANNEXATION MAP

DATE OF PREPARATION: 03/18/2020

SCALE: N/A

SHEET 1 OF

Page 45

THE CACHE ANNEXATION
LOCATED IN THE SOUTHEAST QUARTER OF SECTION 35 & THE SOUTH HALF OF SECTION
36, TOWNSHIP 6 NORTH, RANGE 67 WEST AND IN SECTION 31, TOWNSHIP 6 NORTH, RANGE
66 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
COUNTY OF WELD, STATE OF COLORADO.
SHEET 2 OF 4

LEGAL DESCRIPTION IPARCEL 1I

A PARCEL OF LAND BEING A PORTION OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 6 NORTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER OF SECTION 36;

THENCE ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER, NORTH 00°02'18" WEST, A DISTANCE OF 620.00 FEET;

THENCE DEPARTING SAID EAST LINE, SOUTH 89°57'42" WEST, A DISTANCE OF 30.00 FEET TO THE NORTHEASTERLY CORNER OF A PARCEL OF LAND DESCRIBED IN ORDINANCE NO. 111, 1985 RECORDED AT RECEPTION NO. 2038898 IN THE OFFICIAL RECORDS OF THE WELD COUNTY CLERK AND RECORDER'S OFFICE, SAID COUNTY AND STATE AND THE POINT OF BEGINNING;

THENCE ALONG THE NORTHERLY LINE OF SAID ORDINANCE NO. 111, SOUTH 89°57'26" WEST, A DISTANCE OF 55.42 FEET;

THENCE DEPARTING SAID NORTHERLY LINE ALONG THE WESTERLY EXTENSION AND WESTERLY LINE OF A 30' PIPELINE EASEMENT RECORDED AT RECEPTION NO. 4379092 IN SAID OFFICIAL RECORDS, NORTH 00°00'00" EAST, A DISTANCE OF 1,230.95 FEET TO THE SOUTHERLY LINE OF A SURFACE USE AGREEMENT AND GRANT OF EASEMENT AS RECORDED AT RECEPTION NO. 4243207 IN SAID OFFICIAL RECORDS;

THENCE ALONG SAID SOUTHERLY LINE, SOUTH 89°57'43" WEST, A DISTANCE OF 668.92 FEET TO THE WESTERLY LINE OF SAID SURFACE USE AGREEMENT AND GRANT OF EASEMENT;

THENCE ALONG SAID WESTERLY LINE AND THE WESTERLY EXTENSION OF SAID WESTERLY LINE, NORTH 00°02'16" WEST, A DISTANCE OF 786.32 FEET TO THE NORTHERLY LINE OF SAID SOUTHEAST QUARTER;

THENCE ALONG SAID NORTHERLY LINE, NORTH 89°31'50" EAST, A DISTANCE OF 723.53 FEET TO THE WESTERLY LINE OF A PARCEL OF LAND DESCRIBED IN ORDINANCE NO. 62, 2009 RECORDED AT RECEPTION NO. 3664883 IN SAID OFFICIAL RECORDS;

THENCE ALONG SAID WESTERLY LINE, SOUTH 00°02'18" EAST, A DISTANCE OF 1,722.71 FEET TO THE WESTERLY LINE OF A PARCEL OF LAND DESCRIBED IN ORDINANCE NO. 61, 2009 RECORDED AT RECEPTION NO. 3664882 IN SAID OFFICIAL RECORDS;

THENCE ALONG SAID WESTERLY LINE, SOUTH 00°02'18" EAST, A DISTANCE OF 300.00 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 14.660 ACRES, (638,603 SQUARE FEET), MORE OR LESS.

LEGAL DESCRIPTION IPARCEL 2I

A PARCEL OF LAND BEING A PORTION OF SECTION 31, TOWNSHIP 6 NORTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 31;

THENCE ALONG THE SOUTH LINE OF SAID SECTION 31, NORTH 86°35'07" EAST, A DISTANCE OF 30.05 FEET TO THE EASTERLY LINE OF A PARCEL OF LAND DESCRIBED IN ORDINANCE NO. 37, 1998 RECORDED AT RECEPTION NO. 2632180 IN THE OFFICIAL RECORDS OF THE WELD COUNTY CLERK AND RECORDER'S OFFICE, SAID COUNTY AND STATE AND THE POINT OF BEGINNING;

THENCE DEPARTING SAID SOUTH LINE ALONG SAID EASTERLY LINE, NORTH 00°02'18" WEST, A DISTANCE OF 618.23 FEET TO THE EASTERLY LINE OF A PARCEL OF LAND DESCRIBED IN ORDINANCE NO. 61, 2009 RECORDED AT RECEPTION NO. 3664882 IN SAID OFFICIAL RECORDS;

THENCE ALONG SAID EASTERLY LINE, NORTH 00°02'18" WEST, A DISTANCE OF 743.30 FEET TO THE SOUTHERLY LINE OF A PARCEL OF LAND DESCRIBED IN ORDINANCE NO. 62, 2009 RECORDED AT RECEPTION NO. 3664883 IN SAID OFFICIAL RECORDS;

THENCE ALONG THE SOUTHERLY AND EASTERLY LINE OF SAID ORDINANCE NO. 62 THE FOLLOWING THREE (3) COURSES:

- NORTH 86°20'20" EAST, A DISTANCE OF 10.02 FEET;
- NORTH 00°02'18" WEST, A DISTANCE OF 1,281.43 FEET;
- NORTH 00°01'16" WEST, A DISTANCE OF 343.96 FEET TO THE NORTHERLY LINE OF A PARCEL OF LAND DESCRIBED IN A QUIT-CLAIM DEED RECORDED AT RECEPTION NO. 4520928 IN SAID OFFICIAL RECORDS, SAID PARCEL BEING DESCRIBED AS PARCEL 1;

THENCE ALONG THE NORTHERLY LINE OF SAID PARCEL 1 THE FOLLOWING NINE (9) COURSES:

- NORTH 70°18'38" EAST, A DISTANCE OF 201.73 FEET;
- NORTH 45°48'38" EAST, A DISTANCE OF 299.16 FEET;
- NORTH 32°28'38" EAST, A DISTANCE OF 186.21 FEET;
- NORTH 05°56'38" EAST, A DISTANCE OF 127.20 FEET;
- NORTH 29°30'22" WEST, A DISTANCE OF 274.74 FEET;
- NORTH 07°48'38" EAST, A DISTANCE OF 430.43 FEET;
- NORTH 69°16'38" EAST, A DISTANCE OF 470.11 FEET;
- NORTH 79°26'38" EAST, A DISTANCE OF 413.13 FEET;
- SOUTH 58°27'22" EAST, A DISTANCE OF 283.30 FEET TO THE WESTERLY LINE OF A PARCEL OF LAND DESCRIBED IN SAID QUIT-CLAIM DEED, SAID PARCEL BEING DESCRIBED AS PARCEL 2;

THENCE ALONG THE WESTERLY, NORTHERLY AND EASTERLY LINE OF SAID PARCEL 2 THE FOLLOWING EIGHT (8) COURSES:

- NORTH 00°19'58" EAST, A DISTANCE OF 165.15 FEET;
- SOUTH 82°35'28" EAST, A DISTANCE OF 104.13 FEET;
- SOUTH 61°48'33" EAST, A DISTANCE OF 101.22 FEET;
- SOUTH 40°28'35" EAST, A DISTANCE OF 79.87 FEET;
- SOUTH 76°12'32" EAST, A DISTANCE OF 85.48 FEET;
- SOUTH 16°50'06" EAST, A DISTANCE OF 128.70 FEET;
- SOUTH 36°53'24" EAST, A DISTANCE OF 88.05 FEET;
- SOUTH 03°24'45" WEST, A DISTANCE OF 50.90 FEET TO THE NORTHERLY LINE OF SAID PARCEL 1;

THENCE ALONG THE NORTHERLY AND EASTERLY LINE OF SAID PARCEL 1 THE FOLLOWING THIRTY-TWO (32) COURSES:

- SOUTH 03°24'45" WEST, A DISTANCE OF 27.38 FEET;
- SOUTH 39°46'00" EAST, A DISTANCE OF 104.17 FEET;
- SOUTH 61°49'26" EAST, A DISTANCE OF 124.07 FEET;
- SOUTH 72°00'51" EAST, A DISTANCE OF 75.31 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 150.00 FEET;
- EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 57°54'57", AN ARC LENGTH OF 151.62 FEET;
- NORTH 50°04'19" EAST, A DISTANCE OF 180.61 FEET;
- NORTH 27°42'52" EAST, A DISTANCE OF 49.03 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 112.19 FEET;
- NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 26°03'00", AN ARC LENGTH OF 51.01 FEET;
- NORTH 86°27'39" EAST, A DISTANCE OF 155.03 FEET;
- SOUTH 81°22'32" EAST, A DISTANCE OF 92.54 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 260.00 FEET;
- EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 29°08'06", AN ARC LENGTH OF 132.21 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 95.00 FEET;

LEGAL DESCRIPTION IPARCEL 2 CONT.I

- SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 111°59'32", AN ARC LENGTH OF 185.69 FEET;
- SOUTH 60°51'04" EAST, A DISTANCE OF 30.12 FEET;
- SOUTH 60°51'04" EAST, A DISTANCE OF 60.22 FEET;
- SOUTH 68°16'19" EAST, A DISTANCE OF 118.31 FEET;
- SOUTH 74°43'21" EAST, A DISTANCE OF 92.91 FEET;
- NORTH 88°41'38" EAST, A DISTANCE OF 168.06 FEET;
- NORTH 70°17'04" EAST, A DISTANCE OF 71.37 FEET;
- NORTH 48°36'01" EAST, A DISTANCE OF 126.79 FEET;
- NORTH 51°24'39" EAST, A DISTANCE OF 71.18 FEET;
- NORTH 74°53'00" EAST, A DISTANCE OF 38.23 FEET;
- SOUTH 89°05'48" EAST, A DISTANCE OF 48.33 FEET;
- SOUTH 67°59'05" EAST, A DISTANCE OF 177.11 FEET;
- SOUTH 09°34'57" EAST, A DISTANCE OF 83.39 FEET;
- SOUTH 39°05'54" EAST, A DISTANCE OF 116.76 FEET;
- SOUTH 66°12'14" EAST, A DISTANCE OF 67.55 FEET;
- SOUTH 71°24'46" EAST, A DISTANCE OF 136.08 FEET;
- SOUTH 77°45'48" EAST, A DISTANCE OF 82.56 FEET;
- SOUTH 83°44'18" EAST, A DISTANCE OF 57.83 FEET;
- NORTH 88°46'31" EAST, A DISTANCE OF 41.84 FEET;
- SOUTH 76°31'34" EAST, A DISTANCE OF 21.07 FEET;
- SOUTH 00°28'36" WEST, A DISTANCE OF 68.60 FEET TO THE WESTERLY LINE OF A PARCEL OF LAND DESCRIBED IN ORDINANCE NO. 54, 2001 RECORDED AT RECEPTION NO. 2881612 IN SAID OFFICIAL RECORDS;

THENCE ALONG THE WESTERLY AND SOUTHERLY LINE OF SAID ORDINANCE 54, 2001 THE FOLLOWING FOUR (4) COURSES:

- SOUTH 00°28'36" WEST, A DISTANCE OF 772.99 FEET;
- SOUTH 00°28'20" WEST, A DISTANCE OF 1325.91 FEET;
- SOUTH 00°28'24" WEST, A DISTANCE OF 30.07 FEET;
- NORTH 86°32'42" EAST, A DISTANCE OF 177.28 FEET TO THE SOUTHWESTERLY CORNER OF A PARCEL OF LAND DESCRIBED IN ORDINANCE NO. 53, 2001 RECORDED AT RECEPTION NO. 2881611 IN SAID OFFICIAL RECORDS;

THENCE ALONG THE SOUTHERLY LINE OF SAID ORDINANCE 53, NORTH 86°32'41" EAST, A DISTANCE OF 1,215.16 FEET TO THE WESTERLY LINE OF A PARCEL OF LAND DESCRIBED IN ORDINANCE NO. 7, 1996 RECORDED AT RECEPTION NO. 2491897 IN SAID OFFICIAL RECORDS;

THENCE ALONG SAID WESTERLY LINE, SOUTH 00°39'36" EAST, A DISTANCE OF 1,295.20 FEET TO THE SOUTH LINE OF SAID SECTION 31;

THENCE ALONG SAID SOUTHERLY LINE THE FOLLOWING TWO (2) COURSES:

- SOUTH 86°36'36" WEST, A DISTANCE OF 2866.81 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 31;
- SOUTH 86°35'07" WEST, A DISTANCE OF 2,961.74 FEET TO THE POINT OF BEGINNING;

CONTAINING AN AREA OF 435.817 ACRES, (18,984,170 SQUARE FEET), MORE OR LESS.



AzTec Proj. No: 153219-01

Drawn By: KDS

ANNEXATION MAP

DATE OF PREPARATION: 03/18/2020

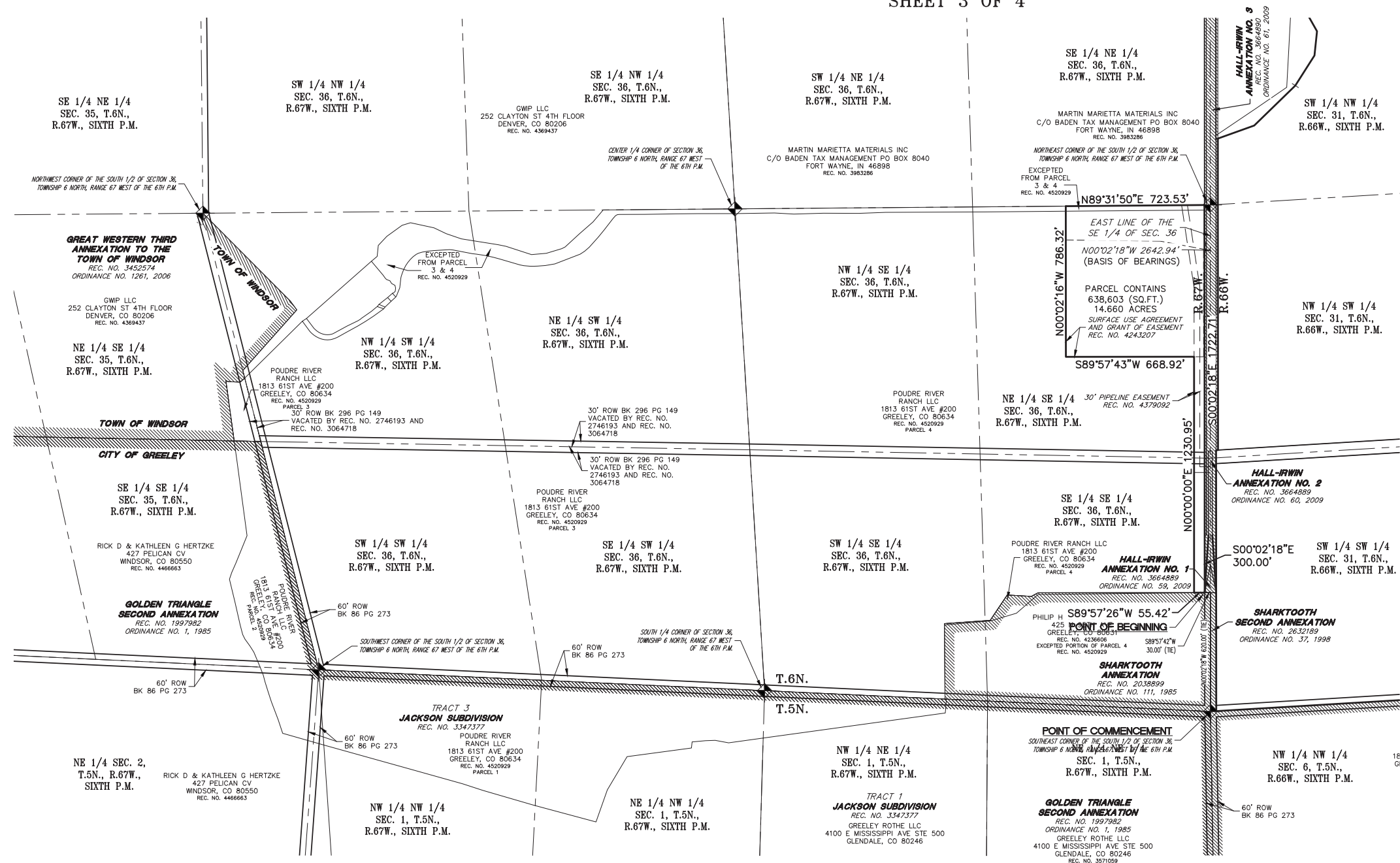
SCALE: N/A

SHEET 2 OF

THE CACHE ANNEXATION

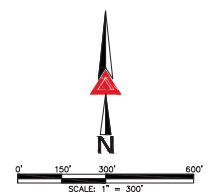
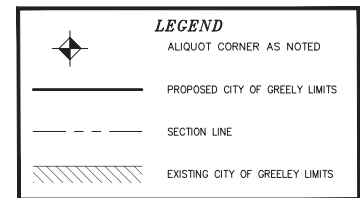
LOCATED IN THE SOUTHEAST QUARTER OF SECTION 35 & THE SOUTH HALF OF SECTION 36, TOWNSHIP 6 NORTH, RANGE 67 WEST AND IN SECTION 31, TOWNSHIP 6 NORTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO.

SHEET 3 OF 4



PARCEL 1

SEE SHEET 4



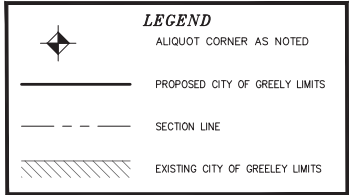
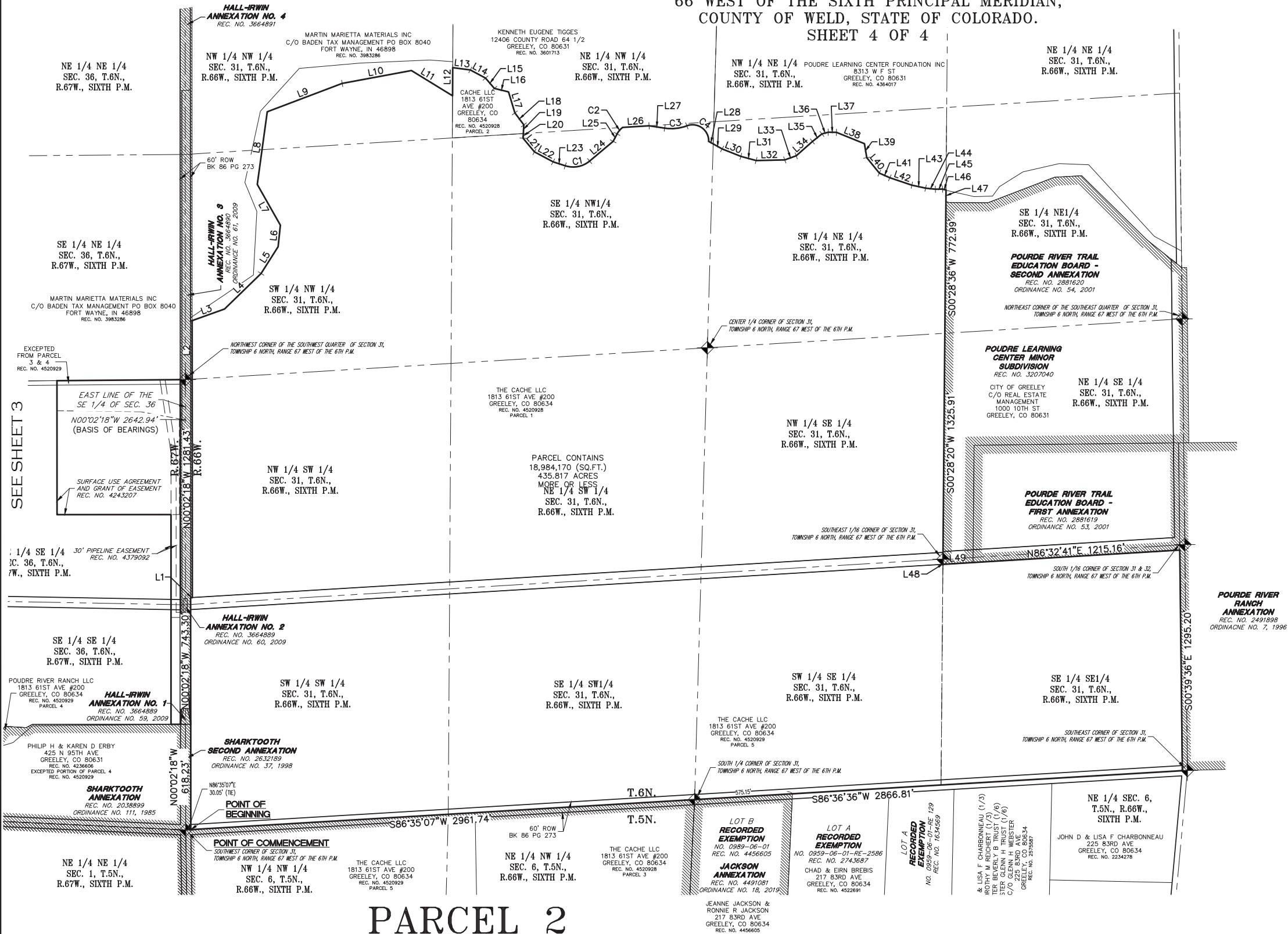
FOR REVIEW

FOR AND ON BEHALF OF
AZTEC CONSULTANTS, INC

THE CACHE ANNEXATION

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 35 & THE SOUTH HALF OF SECTION 36, TOWNSHIP 6 NORTH, RANGE 67 WEST AND IN SECTION 31, TOWNSHIP 6 NORTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
COUNTY OF WELD, STATE OF COLORADO.

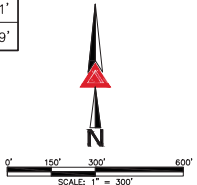
SHEET 4 OF 4



LINE TABLE		
LINE	BEARING	LENGTH
L1	N86°20'20"E	10.02'
L2	N00°01'16"W	343.96'
L3	N70°18'38"E	201.73'
L4	N45°48'38"E	299.16'
L5	N32°28'38"E	186.21'
L6	N05°56'38"E	127.20'
L7	N29°30'22"W	274.74'
L8	N07°48'38"E	430.43'
L9	N69°16'38"E	470.11'
L10	N79°26'38"E	413.13'
L11	S58°27'22"E	283.30'
L12	N00°19'58"E	165.15'
L13	S82°35'28"E	104.13'
L14	S61°48'33"E	101.22'
L15	S40°28'35"E	79.87'
L16	S76°12'32"E	85.48'
L17	S16°50'06"E	128.70'
L18	S36°53'24"E	88.05'
L19	S03°24'45"W	50.90'
L20	S03°24'45"W	27.38'
L21	S39°46'00"E	104.17'
L22	S61°49'26"E	124.07'
L23	S72°00'51"E	75.31'
L24	N50°04'19"E	180.61'
L25	N27°42'52"E	49.03'

LINE TABLE		
LINE	BEARING	LENGTH
L26	N86°27'39"E	155.03'
L27	S81°22'32"E	92.54'
L28	S60°51'04"E	30.12'
L29	S60°51'04"E	60.22'
L30	S68°16'19"E	118.31'
L31	S74°43'21"E	92.91'
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L44	S83°44'18"E	57.83'
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L46	S76°31'34"E	21.07'
L47	S00°28'36"W	68.60'
L48	S00°28'24"W	30.07'
L49	N86°32'42"E	177.28'

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	57°54'57"	150.00'	151.62'
C2	26°03'00"	112.19'	51.01'
C3	29°08'06"	260.00'	132.21'
C4	111°59'32"	95.00'	185.69'



FOR REVIEW

FOR AND ON BEHALF OF
AZTEC CONSULTANTS, INC



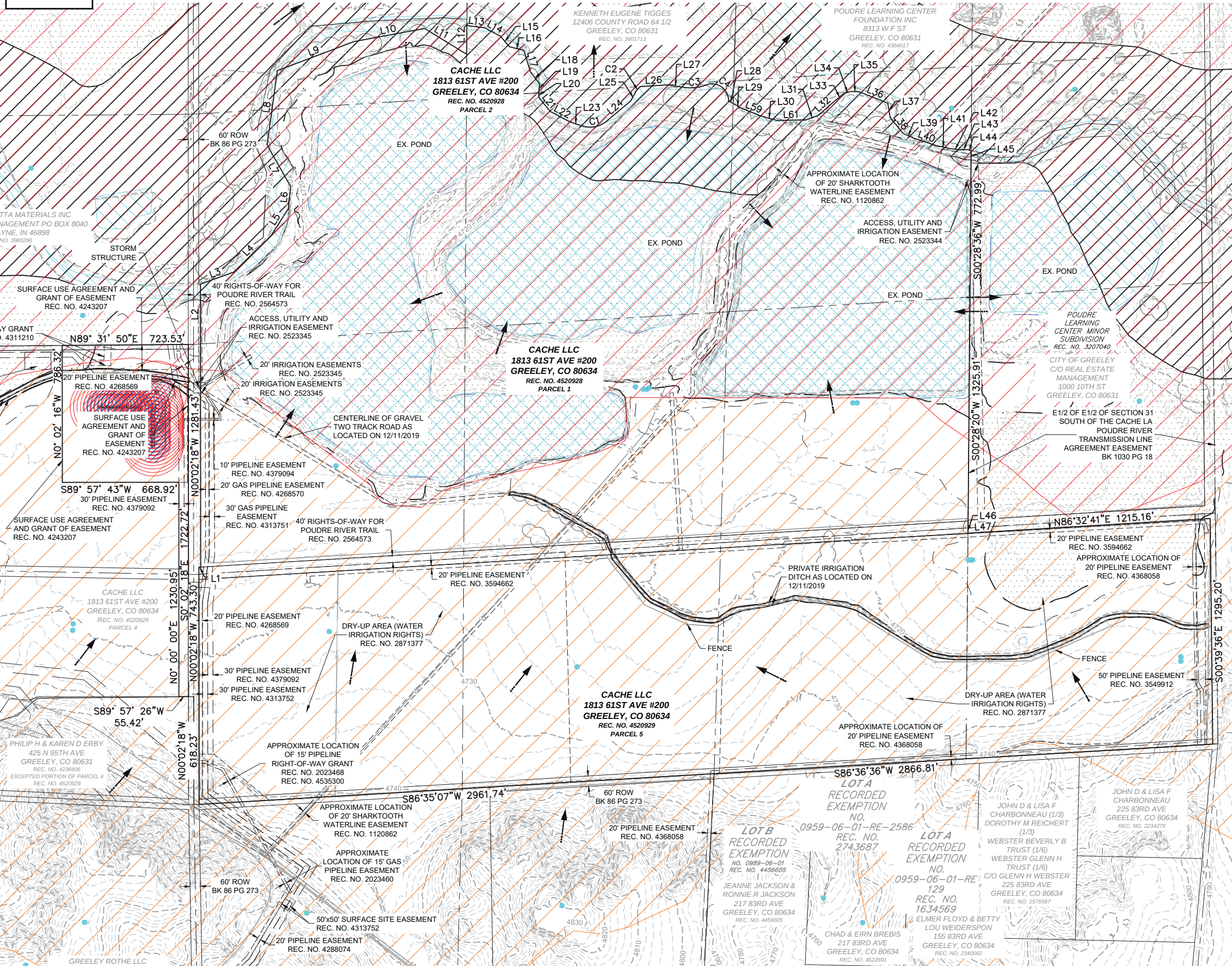
AzTec Proj. No. 153219-01 Drawn By: KDS

ANNEXATION MAP

DATE OF PREPARATION: 03/18/2020

SCALE: 1" = 300'

SHEET 4 OF

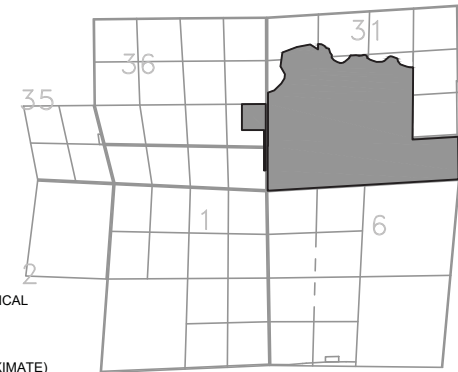


PARCEL 1
AREA = 14.7 ACRES

PARCEL 2
AREA = 436 ACRES

LEGEND:

- WATER BODY
- HIGH ECOLOGICAL SIGNIFICANCE AREA
- MODERATE ECOLOGICAL SIGNIFICANCE AREA
- FLOODWAY (APPROXIMATE)
- 100-YEAR FLOOD HAZARD AREA (APPROXIMATE)
- 500-YEAR FLOOD HAZARD AREA (APPROXIMATE)
- EX. CONTOUR (10' INTERVAL)
- EX. CONTOUR (2' INTERVAL)
- EX. FENCE
- EX. POND LIMITS
- ABANDONED AND CAPPED WELL LOCATION W/ 25' SETBACK
- 150' SETBACK (ROADS)
- 200' SETBACK (BUILDINGS)
- OIL/GAS WELL
- 350' SETBACK (BUILDINGS OF PUBLIC ASSEMBLY)
- DRAINAGE ARROW
- APPROXIMATE TREE CLUSTER



KEY MAP

LINE TABLE		
LINE	BEARING	LENGTH
L1	N86°20'20"E	10.02'
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L35	N51°24'39"E	71.18'
L36	N74°53'00"E	38.23'
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L40	S39°05'54"E	116.76'
L41	S66°12'14"E	67.55'
L42	S71°24'46"E	136.08'
L43	S77°45'48"E	82.56'
L44	S83°44'18"E	57.83'
L45	N88°46'31"E	41.84'
L46	S76°31'34"E	21.07'
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L48	S00°28'24"W	30.07'
L49	N86°32'42"E	177.28'

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C4	111°59'32"	95.00'	185.69'



Job No.: 191334
Prepared By: JLS
Date: 7/24/2020

SITE ANALYSIS

ANNEXATION IMPACT REPORT THE CACHE ANNEXATION

PROPERTY OWNER	Ed Orr, The Cache LLC
LOCATION	Parcel 1 is located on the southwest corner of 95th Avenue and the Poudre River Trail. Parcel 2 is located north of 10th Street, east of 95th Avenue, and west of 83rd Avenue.
SIZE	450.477 acres
CONTIGUITY	Required: 16.67% Provided: Parcel 1- 37.87% Parcel 2- 56.36%
EXISTING USES	Oil and gas, residential
SURROUNDING LAND USES	North: Agricultural South: Single family residential and undeveloped land East: The Poudre Learning Center, single family residential, and undeveloped land West: Undeveloped land
CURRENT ZONING	Weld County AG (Agriculture)
SURROUNDING ZONING	North: Weld County AG (Agriculture) and R-E (Residential Estate) South: PUD (Planned Unit Development), R-L (Residential Low Density), R-E (Residential Estate) and Weld County AG (Agriculture) East: PUD (Planned Unit Development), R-E (Residential Estate) West: R-L (Residential Low Density) and Weld County AG (Agriculture)
AVAILABLE UTILITIES	City of Greeley water and sewer are available upon extension at time of development. Electric and telecommunication utilities are available at the time of development.
TAXING DISTRICTS	Aims Junior College Clearview Library Northern Colorado Water

School District RE-4 Windsor
Weld County
West Greeley Conservation
Windsor-Severance Fire
Windsor-Severance Fire (Bond 2023)

INTENDED/PROPOSED USES

The intended use for this annexation is for development of a master planned community. The areas under this annexation request are to remain as oil and gas facilities on Parcel 1, open space, commercial, and residential are proposed for Parcel 2.

COMPREHENSIVE AND PARKS TRAILS AND OPEN LANDS PLANS

The entire site lies within the Long-Range Expected Growth (LREGA). A portion of Parcel 2 within the proposed annexation is partially located inside of the floodway and floodplain.

ANALYSIS

State law requires 1/6 (16.7%) of the length of all boundaries of annexations be contiguous to the existing City boundary. The proposed annexation provides 37.87% (Parcel 1) and 56.36% (Parcel 2) contiguity with City of Greeley limits, which satisfies this requirement.

The annexation will extend the municipal boundary of the City of Greeley north adjacent to the Poudre River.

The property is proposed to be withdrawn from the Windsor/Severance Fire Protection District and receive fire services from the Greeley Fire Department and police services from the City of Greeley Police Department.

Parcel 1 (14.66 acres) hosts an existing oil and gas facility operating under a surface use agreement and easement granted in 2016 (Rec# 4243207), which allows for up to 24 wells and associated facilities on the property. There is no change of use proposed for this parcel upon annexation.

Parcel 2 (435.817 acres) includes three existing wetland ponds that encompass approximately 190 acres. Also included is a single-family residence, a 1,080 square foot storage building, and approximately 5,400 feet, or approximately 1-mile, of the Poudre River Trail. Future development of this parcel is expected to be open space, commercial, and residential.

The subject site is within the Windsor School District RE-4 boundary and may cause impact to the school district upon residential development of the site with an estimated generation at this time of 300 primary and secondary students. The City of Greeley requires land dedication for schools at time of development to mitigate any negative impacts to the school district.

The annexation of this site into the City would be consistent with present growth patterns and Comprehensive Plan policies. The property is located within the Long-Range Expected Growth Area and is designated as “mixed-use”, “bluffs”, “rural” and “natural areas” on the Land Use Guidance Map. There is evidence that this site shares a common interest with the City’s future growth to the north and west. The requirements of State statutes and City of Greeley guidelines for annexation appear to have been met by this requested annexation.

Council Agenda Summary

August 3, 2021

Key Staff Contact: Becky Safarik, Interim Community Development Director, 970-350-9786
Brittany Hathaway, Planner III, 970-350-9823

Title:

Introduction and first reading of an ordinance changing the official zoning map of the City of Greeley, Colorado, establishing Planned Unit Development (PUD) zoning for property located in Weld County, Colorado, located at 12351 County Road 62 and 12644 County Road 62 1/4, including an unaddressed parcel (no. 080736400039) located east and west of 95th Avenue and north of County Road 62, recently annexed and known as The Cache Annexation

Summary:

The property owner has petitioned the City to annex a total of 450.477 acres of unincorporated property, known as The Cache Annexation. The applicants are required by State annexation laws to request establishment of zoning within 90 days of the annexation.

The applicant has applied to establish PUD zoning for the property. Staff will request to present this annexation and the related "The Cache" Preliminary PUD Plan together at the public hearing proposed to be scheduled for August 17, 2021.

The Planning Commission considered this request on July 13, 2021 and recommended approval by a vote of 4-0.

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.

Strategic Work Program Item or Applicable Council Priority and Goal:

Consistency with the 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 August 17, 2021.

Attachments:

Ordinance
Vicinity Map

**CITY OF GREELEY, COLORADO
ORDINANCE NO. _____, 2021
CASE NO. ZON2021-0013**

AN ORDINANCE CHANGING THE OFFICIAL ZONING MAP OF THE CITY OF GREELEY, COLORADO, ESTABLISHING PUD (PLANNED UNIT DEVELOPMENT) ZONING FOR PROPERTY LOCATED IN WELD COUNTY, COLORADO, LOCATED AT 12351 COUNTY ROAD 62 AND 12644 COUNTY ROAD 62 1/4, INCLUDING AN UNADDRESSED PARCEL (NO. 080736400039) LOCATED EAST AND WEST OF 95TH AVENUE AND NORTH OF COUNTY ROAD 62, RECENTLY ANNEXED AND KNOWN AS THE CACHE ANNEXATION

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

Section 1. The following described property located in the City of Greeley known as The Cache Annexation is hereby placed into the PUD (Planned Unit Development) zoning district in the City of Greeley, County of Weld, State of Colorado, and is described as follows:

See attached legal description marked as Exhibit A. Said described parcels of land contain 450.477 acres, more or less.

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 ON THIS _____ DAY OF _____, 2021.

ATTEST

THE CITY OF GREELEY

City Clerk

Mayor

EXHIBIT A
CACHE ANNEXATION LEGAL DESCRIPTION – PARCEL 1

A PARCEL OF LAND BEING A PORTION OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 6 NORTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER OF SECTION 36;

THENCE ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER, NORTH 00°02'18" WEST, A DISTANCE OF 620.00 FEET;

THENCE DEPARTING SAID EAST LINE, SOUTH 89°57'42" WEST, A DISTANCE OF 30.00 FEET TO THE NORTHEASTERLY CORNER OF A PARCEL OF LAND DESCRIBED IN ORDINANCE NO. 111, 1985 RECORDED AT RECEPTION NO. 2038898 IN THE OFFICIAL RECORDS OF THE WELD COUNTY CLERK AND RECORDER'S OFFICE, SAID COUNTY AND STATE AND THE POINT OF BEGINNING;

THENCE ALONG THE NORTHERLY LINE OF SAID ORDINANCE NO. 111, SOUTH 89°57'26" WEST, A DISTANCE OF 55.42 FEET;

THENCE DEPARTING SAID NORTHERLY LINE ALONG THE WESTERLY EXTENSION AND WESTERLY LINE OF A 30' PIPELINE EASEMENT RECORDED AT RECEPTION NO. 4379092 IN SAID OFFICIAL RECORDS, NORTH 00°00'00" EAST, A DISTANCE OF 1,230.95 FEET TO THE SOUTHERLY LINE OF A SURFACE USE AGREEMENT AND GRANT OF EASEMENT AS RECORDED AT RECEPTION NO. 4243207 IN SAID OFFICIAL RECORDS;

THENCE ALONG SAID SOUTHERLY LINE, SOUTH 89°57'43" WEST, A DISTANCE OF 668.92 FEET TO THE WESTERLY LINE OF SAID SURFACE USE AGREEMENT AND GRANT OF EASEMENT;

THENCE ALONG SAID WESTERLY LINE AND THE WESTERLY EXTENSION OF SAID WESTERLY LINE, NORTH 00°02'16" WEST, A DISTANCE OF 786.32 FEET TO THE NORTHERLY LINE OF SAID SOUTHEAST QUARTER;

THENCE ALONG SAID NORTHERLY LINE, NORTH 89°31'50" EAST, A DISTANCE OF 723.53 FEET TO THE WESTERLY LINE OF A PARCEL OF LAND DESCRIBED IN ORDINANCE NO. 62, 2009 RECORDED AT RECEPTION NO. 3664883 IN SAID OFFICIAL RECORDS;

THENCE ALONG SAID WESTERLY LINE, SOUTH 00°02'18" EAST, A DISTANCE OF 1,722.71 FEET TO THE WESTERLY LINE OF A PARCEL OF LAND DESCRIBED IN ORDINANCE NO. 61, 2009 RECORDED AT RECEPTION NO. 3664882 IN SAID OFFICIAL RECORDS;

THENCE ALONG SAID WESTERLY LINE, SOUTH 00°02'18" EAST, A DISTANCE OF 300.00 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 14.660 ACRES, (638,603 SQUARE FEET), MORE OR LESS.

CACHE ANNEXATION LEGAL DESCRIPTION – PARCEL 2

A PARCEL OF LAND BEING A PORTION OF SECTION 31, TOWNSHIP 6 NORTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 31;

THENCE ALONG THE SOUTH LINE OF SAID SECTION 31, NORTH 86°35'07" EAST, A DISTANCE OF 30.05 FEET TO THE EASTERLY LINE OF A PARCEL OF LAND DESCRIBED IN ORDINANCE NO. 37, 1998 RECORDED AT RECEPTION NO. 2632180 IN THE OFFICIAL RECORDS OF THE WELD COUNTY CLERK AND RECORDER'S OFFICE, SAID COUNTY AND STATE AND THE POINT OF BEGINNING;

THENCE DEPARTING SAID SOUTH LINE ALONG SAID EASTERLY LINE, NORTH 00°02'18" WEST, A DISTANCE OF 618.23 FEET TO THE EASTERLY LINE OF A PARCEL OF LAND DESCRIBED IN ORDINANCE NO. 61, 2009 RECORDED AT RECEPTION NO. 3664882 IN SAID OFFICIAL RECORDS;

THENCE ALONG SAID EASTERLY LINE, NORTH 00°02'18" WEST, A DISTANCE OF 743.30 FEET TO THE SOUTHERLY LINE OF A PARCEL OF LAND DESCRIBED IN ORDINANCE NO. 62, 2009 RECORDED AT RECEPTION NO. 3664883 IN SAID OFFICIAL RECORDS;

THENCE ALONG THE SOUTHERLY AND EASTERLY LINE OF SAID ORDINANCE NO. 62 THE FOLLOWING THREE (3) COURSES:

1. NORTH 86°20'20" EAST, A DISTANCE OF 10.02 FEET;
2. NORTH 00°02'18" WEST, A DISTANCE OF 1,281.43 FEET;
3. NORTH 00°01'16" WEST, A DISTANCE OF 343.96 FEET TO THE NORTHERLY LINE OF A PARCEL OF LAND DESCRIBED IN A QUIT-CLAIM DEED RECORDED AT RECEPTION NO. 4520928 IN SAID OFFICIAL RECORDS, SAID PARCEL BEING DESCRIBED AS PARCEL 1;

THENCE ALONG THE NORTHERLY LINE OF SAID PARCEL 1 THE FOLLOWING NINE (9) COURSES:

1. NORTH 70°18'38" EAST, A DISTANCE OF 201.73 FEET;
2. NORTH 45°48'38" EAST, A DISTANCE OF 299.16 FEET;
3. NORTH 32°28'38" EAST, A DISTANCE OF 186.21 FEET;
4. NORTH 05°56'38" EAST, A DISTANCE OF 127.20 FEET;
5. NORTH 29°30'22" WEST, A DISTANCE OF 274.74 FEET;
6. NORTH 07°48'38" EAST, A DISTANCE OF 430.43 FEET;
7. NORTH 69°16'38" EAST, A DISTANCE OF 470.11 FEET;
8. NORTH 79°26'38" EAST, A DISTANCE OF 413.13 FEET;

9. SOUTH 58°27'22" EAST, A DISTANCE OF 283.30 FEET TO THE WESTERLY LINE OF A PARCEL OF LAND DESCRIBED IN SAID QUIT-CLAIM DEED, SAID PARCEL BEING DESCRIBED AS PARCEL 2;

THENCE ALONG THE WESTERLY, NORTHERLY AND EASTERLY LINE OF SAID PARCEL 2 THE FOLLOWING EIGHT (8) COURSES:

1. NORTH 00°19'58" EAST, A DISTANCE OF 165.15 FEET;
2. SOUTH 82°35'28" EAST, A DISTANCE OF 104.13 FEET;
3. SOUTH 61°48'33" EAST, A DISTANCE OF 101.22 FEET;
4. SOUTH 40°28'35" EAST, A DISTANCE OF 79.87 FEET;
5. SOUTH 76°12'32" EAST, A DISTANCE OF 85.48 FEET;
6. SOUTH 16°50'06" EAST, A DISTANCE OF 128.70 FEET;
7. SOUTH 36°53'24" EAST, A DISTANCE OF 88.05 FEET;
8. SOUTH 03°24'45" WEST, A DISTANCE OF 50.90 FEET TO THE NORTHERLY LINE OF SAID PARCEL 1;

THENCE ALONG THE NORTHERLY AND EASTERLY LINE OF SAID PARCEL 1 THE FOLLOWING THIRTY-TWO (32) COURSES:

1. SOUTH 03°24'45" WEST, A DISTANCE OF 27.38 FEET;
2. SOUTH 39°46'00" EAST, A DISTANCE OF 104.17 FEET;
3. SOUTH 61°49'26" EAST, A DISTANCE OF 124.07 FEET;
4. SOUTH 72°00'51" EAST, A DISTANCE OF 75.31 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 150.00 FEET;
5. EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 57°54'57", AN ARC LENGTH OF 151.62 FEET;
6. NORTH 50°04'19" EAST, A DISTANCE OF 180.61 FEET;
7. NORTH 27°42'52" EAST, A DISTANCE OF 49.03 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 112.19 FEET;
8. NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 26°03'00", AN ARC LENGTH OF 51.01 FEET;
9. NORTH 86°27'39" EAST, A DISTANCE OF 155.03 FEET;
10. SOUTH 81°22'32" EAST, A DISTANCE OF 92.54 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 260.00 FEET;

11. EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 29°08'06", AN ARC LENGTH OF 132.21 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 95.00 FEET;
12. SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 111°59'32", AN ARC LENGTH OF 185.69 FEET;
13. SOUTH 60°51'04" EAST, A DISTANCE OF 30.12 FEET;
14. SOUTH 60°51'04" EAST, A DISTANCE OF 60.22 FEET;
15. SOUTH 68°16'19" EAST, A DISTANCE OF 118.31 FEET;
16. SOUTH 74°43'21" EAST, A DISTANCE OF 92.91 FEET;
17. NORTH 88°41'38" EAST, A DISTANCE OF 168.06 FEET;
18. NORTH 70°17'04" EAST, A DISTANCE OF 71.37 FEET;
19. NORTH 48°36'01" EAST, A DISTANCE OF 126.79 FEET;
20. NORTH 51°24'39" EAST, A DISTANCE OF 71.18 FEET;
21. NORTH 74°53'00" EAST, A DISTANCE OF 38.23 FEET;
22. SOUTH 89°05'48" EAST, A DISTANCE OF 48.33 FEET;
23. SOUTH 67°59'05" EAST, A DISTANCE OF 177.11 FEET;
24. SOUTH 09°34'57" EAST, A DISTANCE OF 83.39 FEET;
25. SOUTH 39°05'54" EAST, A DISTANCE OF 116.76 FEET;
26. SOUTH 66°12'14" EAST, A DISTANCE OF 67.55 FEET;
27. SOUTH 71°24'46" EAST, A DISTANCE OF 136.08 FEET;
28. SOUTH 77°45'48" EAST, A DISTANCE OF 82.56 FEET;
29. SOUTH 83°44'18" EAST, A DISTANCE OF 57.83 FEET;
30. NORTH 88°46'31" EAST, A DISTANCE OF 41.84 FEET;
31. SOUTH 76°31'34" EAST, A DISTANCE OF 21.07 FEET;
32. SOUTH 00°28'36" WEST, A DISTANCE OF 68.60 FEET TO THE WESTERLY LINE OF A PARCEL OF LAND DESCRIBED IN ORDINANCE NO. 54, 2001 RECORDED AT RECEPTION NO. 2881612 IN SAID OFFICIAL RECORDS;

THENCE ALONG THE WESTERLY AND SOUTHERLY LINE OF SAID ORDINANCE 54, 2001 THE FOLLOWING FOUR (4) COURSES:

1. SOUTH 00°28'36" WEST, A DISTANCE OF 772.99 FEET;
2. SOUTH 00°28'20" WEST, A DISTANCE OF 1325.91 FEET;
3. SOUTH 00°28'24" WEST, A DISTANCE OF 30.07 FEET;
4. NORTH 86°32'42" EAST, A DISTANCE OF 177.28 FEET TO THE SOUTHWESTERLY CORNER OF A PARCEL OF LAND DESCRIBED IN ORDINANCE NO. 53, 2001 RECORDED AT RECEPTION NO. 2881611 IN SAID OFFICIAL RECORDS;

THENCE ALONG THE SOUTHERLY LINE OF SAID ORDINANCE 53, NORTH 86°32'41" EAST, A DISTANCE OF 1,215.16 FEET TO THE WESTERLY LINE OF A PARCEL OF LAND DESCRIBED IN ORDINANCE NO. 7, 1996 RECORDED AT RECEPTION NO. 2491897 IN SAID OFFICIAL RECORDS;

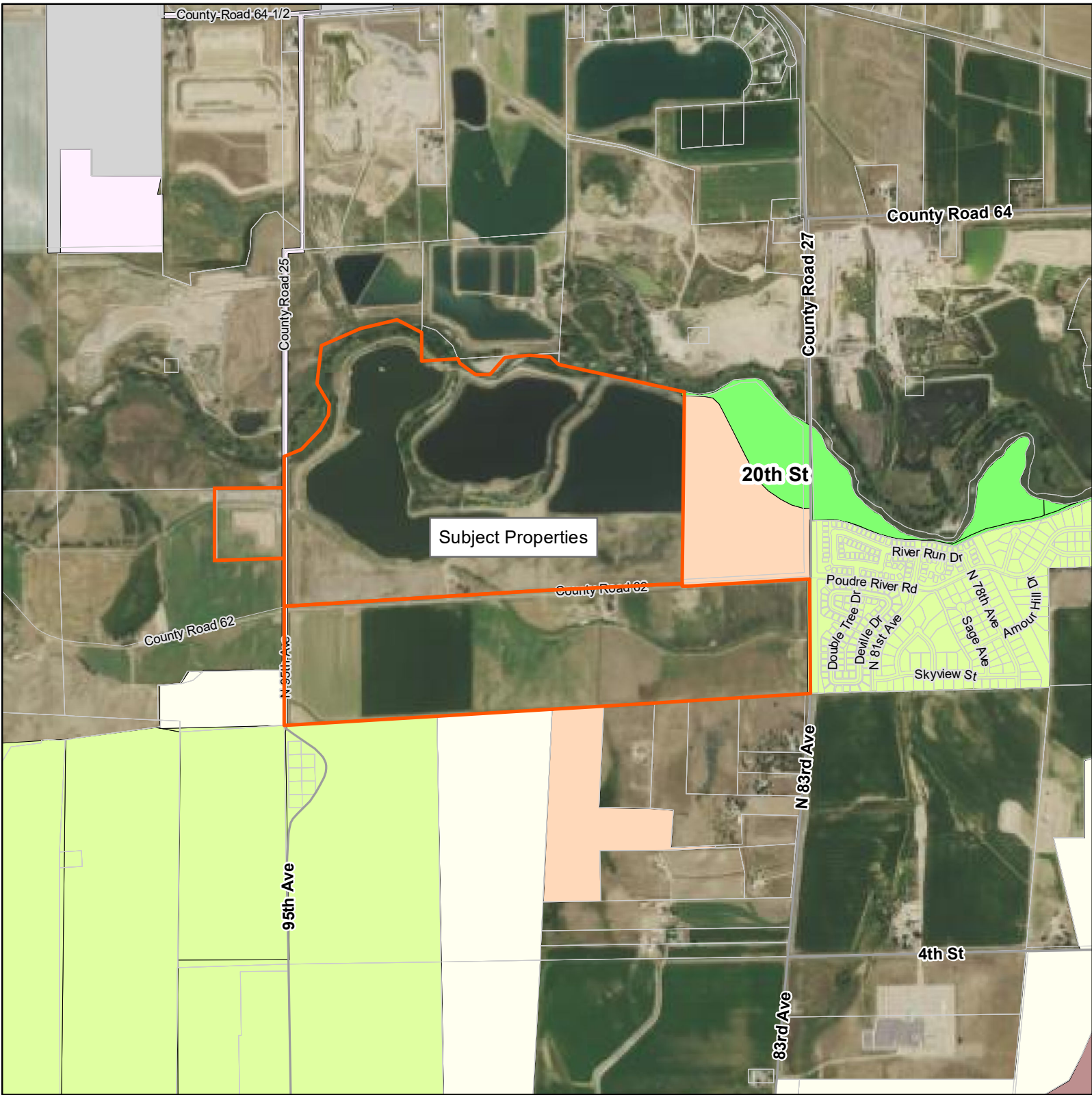
THENCE ALONG SAID WESTERLY LINE, SOUTH 00°39'36" EAST, A DISTANCE OF 1,295.20 FEET TO THE SOUTH LINE OF SAID SECTION 31;

THENCE ALONG SAID SOUTHERLY LINE THE FOLLOWING TWO (2) COURSES:

1. SOUTH 86°36'36" WEST, A DISTANCE OF 2866.81 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 31;
2. SOUTH 86°35'07" WEST, A DISTANCE OF 2,961.74 FEET TO THE POINT OF BEGINNING;

CONTAINING AN AREA OF 435.817 ACRES, (18,984,170 SQUARE FEET), MORE OR LESS.

Vicinity Map The Cache Annexation - Establishment of Zoning



ZON2021-0013

Council Agenda Summary

August 3, 2021

Key Staff Contact: Becky Safarik, Interim Community Development Director, 970-350-9786
Brittany Hathaway, Planner III, 970-350-9823

Title:

Introduction and first reading of an ordinance changing the official zoning map of the City of Greeley, Colorado, from PUD (Planned Unit Development – Lake Bluff) to PUD (Planned Unit Development – The Cache) and from R-L (Residential Low Density) to PUD (Planned Unit Development) zoning, changing the underlying land use designations for approximately 332.199 acres of property located north of U.S. Highway 34 Business, east of 95th Avenue and west of 83rd Avenue

Summary:

The applicant, Todd Johnson, on behalf of The Cache LLC, is requesting a rezone for the purpose of developing a mixed-use development consisting of residential, school, and commercial uses. Included in The Cache Preliminary PUD Plan is approximately 450 acres of land petitioned for annexation (ANX2020-0002), known as The Cache Annexation, making the total PUD land area approximately 788 acres. As Preliminary PUD Plans require only a public hearing, that request would be scheduled for August 17, 2021 to be presented alongside this rezone.

A portion of the subject area was included in the 2013 Lake Bluff PUD, which has since expired. This area is requested to be rezoned from PUD (Lake Bluff - expired) to PUD (The Cache). The remainder of the area to be rezoned to PUD is located west of 89th Avenue and is currently zoned R-L.

Proposed for The Cache Preliminary Planned Unit Development includes the reservation of approximately 239 acres for both private and public open space and bluff preservation. Four pocket parks, a City neighborhood park, and two amenity centers are also proposed.

The applicant plans a mix of residential housing options including multi-family, attached single-family, detached single-family, and estate homes. As proposed, the maximum number of residential units would be 3,741 units at an overall density up to 10 units per acre. Mixed use areas would account for approximately 39.2 acres of land, which would be concentrated along US Highway 34 Business (10th Street) and would allow for a density of up to 25 units per acre.

The Cache PUD proposes specific uses for each planning area alongside specific development standards. Lot standards as proposed would vary from the City of Greeley Standards, allowing for smaller lot sizes and cluster developments.

Reduced lot sizes and setbacks as proposed are supplemented by stricter residential development standards to ensure a cohesive environment, as well as extensive trail connectivity and access to parks and open spaces.

The Planning Commission considered this request on July 13, 2021 and recommended approval by a vote of 4-0.

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?	No
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.

Strategic Work Program Item or 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 August 17, 2021.

Attachments:

Ordinance

Vicinity Map

Planning Commission Summary (Staff Report) (July 13, 2021)

**CITY OF GREELEY, COLORADO
ORDINANCE NO. _____, 2021
CASE NO. ZON2021-0010**

AN ORDINANCE CHANGING THE OFFICIAL ZONING MAP OF THE CITY OF GREELEY, COLORADO, FROM PUD (PLANNED UNIT DEVELOPMENT – LAKE BLUFF) TO PUD (PLANNED UNIT DEVELOPMENT – THE CACHE) AND FROM R-L (RESIDENTIAL LOW DENSITY) TO PUD (PLANNED UNIT DEVELOPMENT) ZONING, CHANGING THE UNDERLYING LAND USE DESIGNATIONS FOR APPROXIMATELY 332.199 ACRES OF PROPERTY LOCATED NORTH OF U.S. HIGHWAY 34 BUSINESS, EAST OF 95TH AVENUE AND WEST OF 83RD AVENUE

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) and from R-L (Residential Low Density) to PUD (Planned Unit Development) in the City of Greeley, County of Weld, State of Colorado:

See attached legal description marked as Exhibit A.

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 ON THIS _____ DAY OF _____, 2021.

ATTEST

THE CITY OF GREELEY, COLORADO

City Clerk

Mayor

**EXHIBIT A
LEGAL DESCRIPTION**

A PORTION OF PARCEL 3 DESCRIBED IN QUIT-CLAIM DEED RECORDED AT RECEPTION NO. 4520928 AND A PORTION OF PARCEL 6 AS DESCRIBED IN QUIT-CLAIM DEED RECORDED AT RECEPTION NO. 4520929, BOTH IN THE OFFICIAL RECORDS OF THE WELD COUNTY, COLORADO CLERK AND RECORDER'S OFFICE, SITUATED IN THE WEST HALF OF SECTION 6, TOWNSHIP 5 NORTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, SAID COUNTY AND STATE, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 6;

THENCE ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 6 NORTH 86°35'07" EAST, A DISTANCE OF 2,991.79 FEET TO THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER;

THENCE ALONG THE EAST LINE OF SAID NORTHWEST QUARTER, SOUTH 02°51'52" WEST, A DISTANCE OF 2,802.02 FEET TO THE CENTER QUARTER CORNER OF SAID SECTION 6;

THENCE ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 6, SOUTH 02°52'36" WEST, A DISTANCE OF 2,736.61 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 6;

THENCE ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER, NORTH 89°22'59" WEST, A DISTANCE OF 917.21 FEET TO THE SOUTHERLY EXTENSION OF THE EASTERLY BOUNDARY OF A PARCEL OF LAND AS DESCRIBED IN WARRANTY DEED RECORDED AT RECEPTION NO. 3190630, IN SAID OFFICIAL RECORDS;

THENCE ALONG SAID SOUTHERLY EXTENSION AND THE EASTERLY BOUNDARY OF SAID WARRANTY DEED, NORTH 00°59'07" WEST, A DISTANCE OF 1,049.99 FEET TO THE NORTHERLY BOUNDARY OF SAID WARRANTY DEED;

THENCE ALONG SAID NORTHERLY BOUNDARY, NORTH 89°22'55" WEST, A DISTANCE OF 700.00 FEET TO THE WESTERLY BOUNDARY OF SAID WARRANTY DEED;

THENCE ALONG THE WESTERLY BOUNDARY AND THE SOUTHERLY EXTENSION THEREOF, SOUTH 00°59'07" EAST, A DISTANCE OF 1,050.00 FEET TO THE SOUTH LINE OF SAID SOUTHWEST QUARTER;

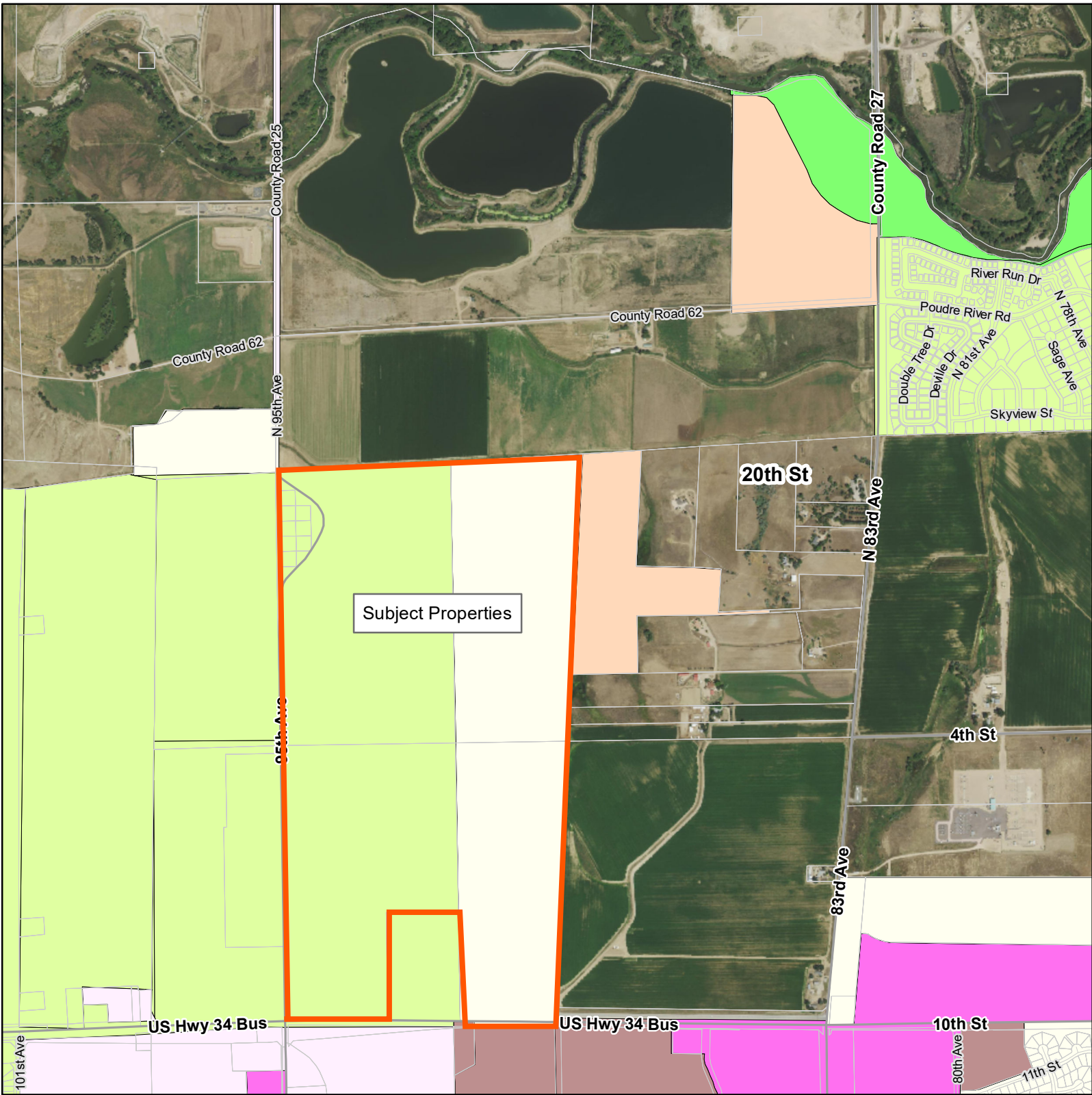
THENCE ALONG SAID SOUTH LINE, NORTH 89°22'59" WEST, A DISTANCE OF 1,000.66 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 6;

THENCE ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 6, NORTH 00°59'07" WEST, A DISTANCE OF 2,663.04 FEET TO THE WEST QUARTER CORNER OF SAID SECTION 6;

THENCE ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 6, NORTH 00°58'51" WEST, A DISTANCE OF 2,663.05 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 332.199 ACRES, (14,470,607 SQUARE FEET), MORE OR LESS.

Vicinity Map The Cache PUD - Rezone



ZON2021-0010

PLANNING COMMISSION SUMMARY

ITEMS: Establishment of Zoning, Rezoning from R-L (Residential Low Density) and PUD (Planned Unit Development) to PUD, and a Preliminary PUD Plan

FILE NUMBER: PUD2020-0007, ZON2021-0010 & ZON2021-0013

PROJECT: The Cache Preliminary PUD

LOCATION: North of US Highway 34 Business, east of 95th Avenue, and west of 83rd Avenue.

APPLICANT: Todd Johnson on behalf of Cache LLC

CASE PLANNER: Brittany Hathaway, Planner III

PLANNING COMMISSION HEARING DATE: July 13, 2021

PLANNING COMMISSION FUNCTION:

The Planning Commission shall consider the staff report, along with testimony and comments made by the applicant and the public and shall then make a recommendation to the City Council regarding the applications in the form of a finding based on the review criteria in Sections 24-583, 24-625(c)(3) and 24-663(b) of the Development Code.

EXECUTIVE SUMMARY

The City of Greeley is considering a request for establishment of zoning, rezoning from R-L (Residential Low Density) and PUD (Planned Unit Development) to PUD, and a Preliminary PUD Plan for approximately 788 acres of property located north of US Highway 34 Business, east and west of 95th Avenue and west of 83rd Avenue.

A. REQUEST

The applicant is requesting approval to establish zoning for newly annexed parcels, to rezone from R-L (Residential Low Density) and PUD (Lake Bluff PUD - *expired*) to PUD (Planned Unit Development), and for a new Preliminary PUD Plan for approximately 788 acres of land to be known as The Cache PUD (*see Attachment A*).

The proposed PUD would consist of a mix of residential and commercial uses with a Weld RE-4 School District school site located northeast of the future 4th Street extension. Parks and trails are incorporated into the project to allow for pedestrian connectivity, outdoor activities, and public access to the Poudre Bluffs natural area and Poudre River Trail.

Approximately 239 acres would be reserved for both private and public open space and bluff preservation. Four pocket parks, a City neighborhood park, and two amenity centers are also

proposed. Both amenity centers would be private for the benefit of The Cache residents and would include a recreation-style center and an outdoor feature adjacent to the private open space and ponds. The central amenity center would be located along the bluff areas in PA-C1 and would be accessible using one of many trail systems proposed in the community. This center would be a gathering place designed to complement the surrounding vistas.

The second amenity center is proposed for PA-A1 and would support activities on the ponds including a lake pavilion shelter and opportunity for paddle boarding, kayaks and canoes. There would also be a new alignment for the Poudre River Trail along the north side of the ponds, providing an alternative to the current east-west trail corridor along Poudre River Road.

The applicant would additionally dedicate over 40 acres of bluff preservation open space to the City of Greeley. Adjacent residential lots would require a 50-foot bluff setback to minimize ridgeline effects, of which would be applied at time of platting. (*See Attachment C*).

The applicant proposes a mix of residential housing options including multi-family, attached single-family, detached single-family, and estate homes. As proposed, the maximum number of residential units would be 3,741 units at an overall density up to 10 units per acre. Commercial uses, including mixed-uses, would account for approximately 39.2 acres of land, which would be concentrated along US Highway 34 Business (10th Street) and would allow for a density of up to 25 units per acre.

The Cache PUD proposes specific uses for each planning area alongside specific development standards. Lot standards as proposed would vary from the City of Greeley Standards, allowing for smaller lot sizes and cluster developments. Development standards can be found on Sheet 7 of the PUD Document (*see Attachment C*). Reduced lot sizes and setbacks as proposed are supplemented by stricter residential development standards to ensure a cohesive environment, as well as extensive trail connectivity and access to parks and open spaces. The PUD also emphasizes drought-tolerant and natural landscaping to ensure sustainable development.

B. STAFF RECOMMENDATION

Approval

C. LOCATION

Abutting Zoning/Land Use:

North: Weld County: A-AG, R-E

(*Poudre River, Poudre Learning Center, Gravel Mining*)

South: R-E, US Highway 34 & Weld County: A AG

(*single-family residential, highway, agricultural, and undeveloped lands*)

East: Weld County: A-AG, R-E, & PUD

(*Poudre Learning Center, Poudre River Ranch, single-family residential development, agricultural, and undeveloped lands*)

West: PUD (Lake Bluff), R-L, Weld County: A-AG

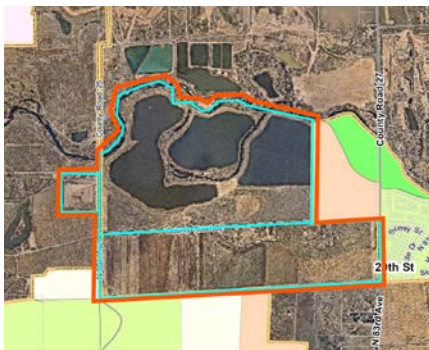
(*single-family residential, undeveloped lands, future Lake Bluff development*)

Site Characteristics:

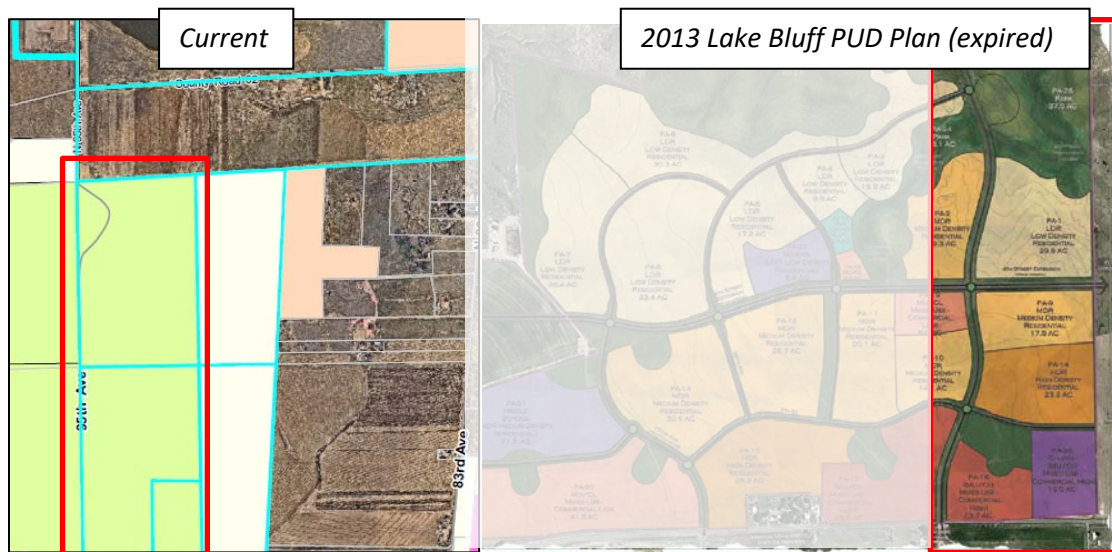
The site is largely undeveloped agricultural land. Oil and gas operations are located on the western side of the project adjacent to 95th Avenue. A natural bluff area, known as the Poudre Bluffs, is located along the center of the property with wetland ponds and the Poudre River located at the northern end of the property. The Poudre River Trail is situated within the development as well and located along County Road 62.

D. BACKGROUND

Approximately 450 acres of the proposed land area is included in a request for annexation (ANX2020-0002). The area includes lands currently zoned Weld County A- AG (Agriculture) and contains lands both north and south of Poudre River Road/CR 62. These lands are proposed under the request for establishment of zoning with a PUD designation. *See below image of the approximate area included in this request:*

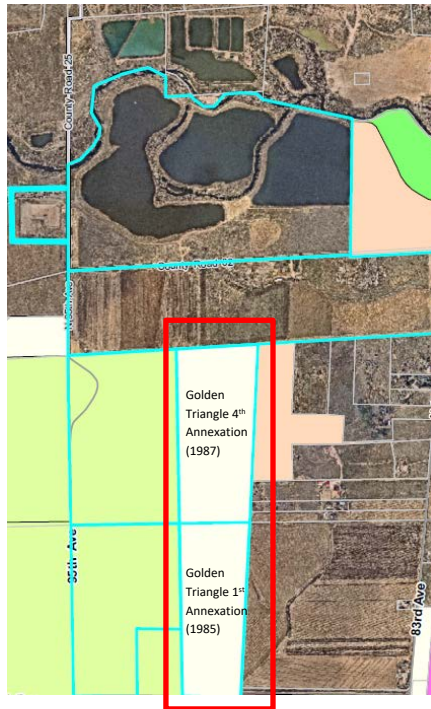


A portion of the subject area was included in the 2013 Lake Bluff PUD, of which has since expired. This area is requested to be rezoned from PUD (Lake Bluff - expired) to PUD (The Cache). *See image below of approximate area included in this request:*



The 2013 Lake Bluff PUD expired due to inactivity and an updated Lake Bluff PUD was adopted in 2020 (ORD 03, 2020), of which excluded the subject area.

The remainder of the area to be rezoned to PUD is located west of 89th Avenue and is currently zoned R-L. *See image below:*



The Cache Metropolitan District was approved in September 2020 (MD2020-0001/Resolution No. 45, 2020) and included all subject land areas within its service area. Upon approval of a master plan, which is an element of this Preliminary PUD, the Metro District would be able to begin to issue debt for infrastructure improvements. The Metro District was needed in order to undertake the maintenance, planning, design, acquisition, construction and financing of public improvements, including external infrastructure.

E. APPROVAL CRITERIA

Standards for the Establishment of Zoning (ZON2021-0013):

The review criteria found in Section 24-583 of the Development Code shall be used to evaluate the establishment of zoning application.

The City shall consider zoning such newly annexed areas under the appropriate zoning category as follows:

- a. If land use approval and/or development of areas being considered for annexation is not pending upon completion of annexation, if the subject property is in a transitional state regarding development, or if it is in the best interest of the City, the City Council**

shall place the newly annexed property into the H-A (Holding Agriculture) zoning District.

Staff Comment: The applicant has provided a Preliminary Planned Unit Development application that includes the areas considered for annexation. As such, the proposed zoning is PUD.

This criterion is not applicable to the request.

- b. Requests for a zoning district other than the H-A (Holding Agriculture) District may be considered in conjunction with the submittal of all applicable requirements for a zoning suitability plan or a rezoning application. The City Council shall place the newly annexed property into the zoning district most appropriate considering the goals and objective of the City's Comprehensive Plan and the applicant's future development plans.**

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 applicant is proposing PUD (Planned Unit Development) zoning for the annexed area, in addition to the subject area(s) adjacent to the annexed parcels. The overall Preliminary PUD Plan meets the goals and objectives of the Comprehensive Plan, of which are detailed below.

The request complies with this criterion.

Standards for Rezoning (ZON2021-0010):

In reaching recommendations and decisions as to rezoning land to the PUD district, the Planning Commission and the City Council shall apply the following standards in addition to the standards and procedures of Section 24-625(c)(3) applicable to the rezoning of land:

- a. Has the area changed, or is it changing to such a degree that it is in the public interest to rezone the subject property to encourage development or redevelopment of the area?**

Staff Comment: The subject property has been utilized for agricultural uses and oil and gas exploration.

The immediate surrounding area and land use approvals have changed significantly in the past few years. The land uses in the nearby Promontory

development, as approved, continue to be developed with predominately commercial and residential land uses. Land uses adjacent to this development include the recently approved Lake Bluff PUD (Ordinance No. 03, 2020), which is currently in design discussions prior to initiating development. The Poudre River Ranch PUD, a residential subdivision to the east, has also begun development.

The proposed Cache PUD would offer additional commercial/mixed-use and residential uses in the western portion of Greeley as well as providing pedestrian and trail connections and outdoor recreation to nearby residents.

The request complies with this criterion.

b. Has the existing zoning been in place for at least fifteen (15) years without substantial development resulting and does the existing zoning appear to be obsolete, given development trends?

Staff Comment: The existing Lake Bluff PUD zoning has been in place since 2013. Given that the applicable portion of the 2013 Lake Bluff Preliminary PUD Plan has expired, the zoning would no longer be valid. The existing R-L zoning has been in place since annexation in 1984 (Golden Triangle 1st Annexation) and 1985 (Golden Triangle 4th Annexation).

The request complies with this criterion.

c. Are there clerical or technical errors to correct?

Staff Comment: There are no clerical or technical errors to correct.

This criterion is not applicable.

d. Are there detrimental environmental conditions, such as flood plains, presence of irrigation ditches, inadequate drainage, slopes, unstable soils, etc., that may affect future development of this site and which may not have been considered during the original zoning of the property?

Staff Comment: The applicant has identified areas within the site that are impacted by significant slopes and the existing oil and gas facilities that would impact development. The northern portion of land area surrounding and including the ponds and adjacent to the Poudre River lie within the floodway and floodplain. This area is proposed to remain as private open space with proposed activities being those permitted in the floodplain.

Staff is unaware of any other environmental impacts on the property.

This criterion is not applicable.

e. Is the proposed rezoning necessary in order to provide land for a community related use which was not anticipated at the time of adoption of the City's Comprehensive Plan; or have the policies of the City changed to the extent that a rezoning is warranted?

Staff Comment: The City's Comprehensive Plan has been updated since the last PUD zoning for this site in 2013. The Comprehensive Plan designates the subject area as "mixed-use", "suburban", and "rural". This PUD proposes a variety of residential housing options and includes opportunities for commercial and mixed-uses to support existing and future residents in the area. In order to accomplish a mixed-use development, the developer is proposing complete neighborhood offerings, of which are supported by the City's current Comprehensive Plan.

The request complies with this criterion.

f. What is the potential impact of the proposed rezoning upon the immediate neighborhood and the City as a whole (including potential noise and environmental impacts, visual impacts, the provision of City services such as police, fire, water, sewer, street and pedestrian systems and parks and recreation facilities)?

Staff Comment: The proposed PUD would have a greater impact on city services upon development of the site.

As part of the overall development, 95th Avenue, 89th Avenue, and 83rd Avenue would need to be improved and/or realigned. Additionally, 4th Street and 7th Street would extend through the development.

There are currently no water lines to the site; the water lines would have to be extended from Poudre River Road, 89th Avenue, and 83rd Avenue. Sewer services would have to be extended from the northeast as well from 83rd Avenue and County Road 62 via the Poudre Trunk Line along 95th Avenue. Drainage, water, and sewer would be addressed at time of subdivision.

Impact to the City as a whole may include noise and other impacts, such as impacts to Police and Fire due to an increased residential population and commercial centers.

The PUD proposes to provide parks, open space, and trail systems to support the development and provide public connectivity through safe and well-planned means. All impacts and improvements would be further addressed at time of subdivision.

g. Is there clear and convincing evidence that the proposed rezoning will be consistent with the policies and goals of the City's Comprehensive Plan and comply with applicable zoning overlay requirements?

Staff Comment: The subject property was reviewed against the policies regarding zoning overlay requirements. This criterion is similar to specific criteria governing the Preliminary PUD. The proposal generally complies with the City's Comprehensive Plan.

The request complies with this criterion.

h. What is the potential impact of the proposed rezoning upon an approved zoning suitability plan for the property?

Staff Comment: The applicable Lake Bluff PUD Preliminary Plan adopted in 2013 has expired. Therefore, the associated zoning suitability plan is no longer valid. As such, there is not an approved zoning suitability plan for the property.

This criterion is not applicable.

Standards for PUD establishment (PUD2020-0007):

Per Section 24-663, in reaching recommendations and decisions as to rezoning land to the PUD district, the Planning Commission and the City Council shall apply the following standards in addition to the standards and procedures of Section 24-625 applicable to the rezoning of land:

Area Requirements. *The area of a proposed PUD shall be of substantial size to permit its design and development as a cohesive unit fulfilling the stated purpose of these regulations and to establish the PUD as a meaningful part of the larger community. Each proposed PUD shall therefore be evaluated as to its adequacy in size with respect to both the nature and character of its internal design and to its specific location within the City. The minimum size of a PUD to be considered for establishment shall be two (2) acres.*

Staff Comment: The proposal meets this requirement. The area of the proposed PUD is approximately 788 acres.

Consistency with the Land Use Chapter of the Comprehensive Plan. *A PUD proposal shall be found to be consistent with all applicable elements of the Land Use Chapter of the City's adopted Comprehensive Plan with respect to its proposed internal design and use and its relationship to adjacent areas and the City as a whole before it may be zoned as a PUD.*

- The following Comprehensive Plan goals are met with this PUD proposal:
 - ED-1: Promote a healthy, progressive, and competitive local economy.
 - Proposal provides future employment and tax base opportunities while proposing commercial development to benefit residents of west Greeley.
 - EH-2: Integrate healthy living into community planning and development.

- Proposal provides an extensive open space amenity and trail system that would connect the community to area parks, amenity centers, open space, and a school site. The trail network will also provide for pedestrian walkability to commercial areas, encouraging an active lifestyle.
- o EH-4: Support and collaborate with the City's school districts.
 - The applicant has worked with the Weld RE-4 School District to ensure their needs are being met with the future dedicated school site. The proposed school site is also located near the population it is planned to serve and near parks and amenities.
- o GC-1: Manage growth effectively.
 - The transition to parks and open lands are considered with the Preliminary PUD proposal. The Cache was also reviewed against the neighboring approved Lake Bluff PUD to ensure connectivity and cohesive designs.
- o CG-2: Promote a balanced mix and distribution of land uses.
 - The proposed PUD offers a mix of residential, commercial, and mixed-uses with suitable transition between these areas. Commercial offerings would also provide for employment opportunities and housing balance.
- o CG06: Maintain and enhance the character and inter-connectivity of Greeley's neighborhoods.
 - The Cache is envisioned as a complete neighborhood, offering a mix of uses and multi-modal connectivity while incorporating a high level of design criteria and sustainable development. The Cache proposes a theme focused on the Cache la Poudre River and historical elements of Greeley's history.
- o HO-2: Encourage a broad diversity of housing options.
 - The Cache would provide a variety of housing types including multi-family, single family detached, single family attached, and high-end housing.
- o NR-1: Protect, conserve, maintain, and improve the quality and quantity of water available to Greeley.
 - This objective is met through the PUD's sustainable landscape standards which encourages drought-tolerant trees and plants, natural grasses, and responsible use of turf. The PUD is proposing to also use non-potable water for park and open space irrigation.

F. PHYSICAL SITE CHARACTERISTICS

HAZARDS

The applicant has identified areas within the site that are impacted by significant slopes, which may impact development. Dedicated open space and increased setbacks have been identified with this Preliminary PUD to protect sensitive bluff areas. These setbacks would be included on subsequent plats with sensitive bluff areas to be dedicated to the City for preservation. Staff is unaware of any other hazards on the property.

WILDLIFE

The areas near and within the Poudre Bluffs are identified for moderate impacts to wildlife. To protect the existing habitat, the applicant intends to protect these sensitive areas by dedicating

open space, requiring native plantings near roadways through sensitive areas, and requiring large building setbacks adjacent to the bluff area.

In accordance with Section 24-1217(b) of the City's Development Code, a biologist's report will be required to be submitted for any development that may occur near the impacted areas.

FLOODPLAIN

The intended development area is not located within the 100-year floodplain, according to the adopted Federal Emergency Management Administration (FEMA) flood data.

The northern portion of the PUD including the ponds is located in the floodway and floodplain. This area is to be dedicated as private open space to allow for water recreation activities as well as a public extension to the Poudre River Trail. These activities are permitted in the floodway.

DRAINAGE AND EROSION

Increases in stormwater flows from development would be addressed with on-site detention ponds, which would be designed to limit runoff to historical flows. Another effort to minimize stormwater runoff would be to limit the amount of non-pervious surface, through best management practices.

Erosion control devices would be designed by the developer and reviewed by the City at time of construction to ensure that best management practices as utilized as the project progress.

TRANSPORTATION

The subject property has frontage on 10th Street (US 34 Business), Poudre River Road (CR 62) 95th Avenue, 89th Avenue, and 83rd Avenue. Direct access to the development is proposed from 95th Avenue, 89th Avenue, 83rd Avenue, Poudre River Road, and also along the 4th Street and 7th Street roadway extensions. All future roadways within the development would be required to comply with standards set forth in the 2035 Comprehensive Transportation Plan.

All roadway improvements would be determined at time of development and will be routed to the appropriate agencies for review and comment.

Further subdivision of the property would require the dedication of public rights-of-way as necessary to support the development. Roadway upgrades, extensions, and realignments are also anticipated as part of the future development of the site.

The City of Greeley Traffic Engineer has reviewed the Traffic Study and has no significant concerns at this point. Further traffic analysis would occur at time of subdivision.

G. SERVICES

WATER

The City of Greeley provides water services to the area. Water lines would need to be extended from Poudre River Road, 89th Avenue, and 83rd Avenue to the site. Water provisions, including non-potable, within the development would be reviewed at time of subdivision.

SANITATION

The City of Greeley would provide sanitary services to the area. Sewer services would be provided via the future Poudre Trunk Line to be extended from the northeast along 95th Avenue. Should The Cache be the first in the area to develop they would be responsible to extend sanitary sewer infrastructure with reimbursements from the City for oversizing to serve future development in the area.

A Local Improvement District (LID) is also proposed for this area, of which may provide funding for the upsizing of any needed sanitary sewer lines.

Sanitary Sewer and any applicable agreements would be reviewed at time of subdivision.

EMERGENCY SERVICES

The property is served by the City of Greeley's Police and Fire Departments. Fire Station #7 is located along 10th Street, approximately 2.5 miles east. Fire Station #6 is located at the intersection of US Highway 34 Bypass and Promontory Parkway, approximately 1.5 miles south.

PARKS AND OPEN SPACES

The proposal includes five H.O.A parks, including pocket parks and/or a plaza, as well as a neighborhood park in PA-D1 to be dedicated to the City of Greeley.

The applicant would also dedicate 40 acres of bluff preservation open space to the City of Greeley for public use.

SCHOOLS

The subject property is located within the Weld RE-4 School District. The applicants are in ongoing discussions with the School District regarding school siting and would dedicate a 12-15 acre school site to serve the area. Exact size and location of the school site is to be determined at time of platting based on residential densities.

METROPOLITAN DISTRICT

The applicant intends to finance many of the on- and off-site improvements for the development by means of a Metropolitan District. This district was approved in September 2020 (MD2020-0001) and is awaiting approval of this Preliminary PUD to begin infrastructure development.

H. NEIGHBORHOOD IMPACTS

VISUAL

Visual impacts will be reviewed for at time of subdivision against landscape and buffer requirements set forth in Code. Visual impacts resulting from residential development along

the Poudre Bluffs would be mitigated through significant setbacks to ensure any ridgeline effects are avoided.

NOISE

Any potential noise created by future development will be regulated by the Municipal Code.

I. PUBLIC NOTICE AND COMMENT

Neighborhood notices for this meeting were mailed to surrounding property owners on June 23, 2021 per Development Code requirements. Signs were also posted on the site on June 30, 2021. As of July 7, 2021 no written comments have been received.

Required mineral rights notifications were mailed with the previous PUD applications, however the applicant mailed a courtesy notice to mineral rights owners with this application.

J. PLANNING COMMISSION RECOMMENDED MOTIONS

1. Based on the application received and the preceding analysis, the Planning Commission finds that the proposed PUD (Planned Unit Development) zone district is in compliance with Development Code Section 24-583(b)(2) regarding the establishment of zoning and therefore recommends approval, contingent upon the City Council's approval of The Cache Annexation petition (ANX2020-0002).

2. Based on the application received and the preceding analysis, the Planning Commission finds that the proposed rezoning from Residential Low Density (R-L) and Planned Unit Development (PUD) to Planned Unit Development (PUD) is in compliance with Development Code Section 24-625(c)(3) a, b, e and g and therefore recommends approval, contingent upon the City Council's approval of The Cache Annexation petition (ANX2020-0002).

3. Based on the application received and the preceding analysis, the Planning Commission finds that the proposed The Cache Preliminary PUD Plan is in compliance with Development Code Section 24-625(c)(3) a, b, e and g and Section 24-663(b) and therefore recommends approval, contingent upon the City Council's approval of The Cache Annexation petition (ANX2020-0002).

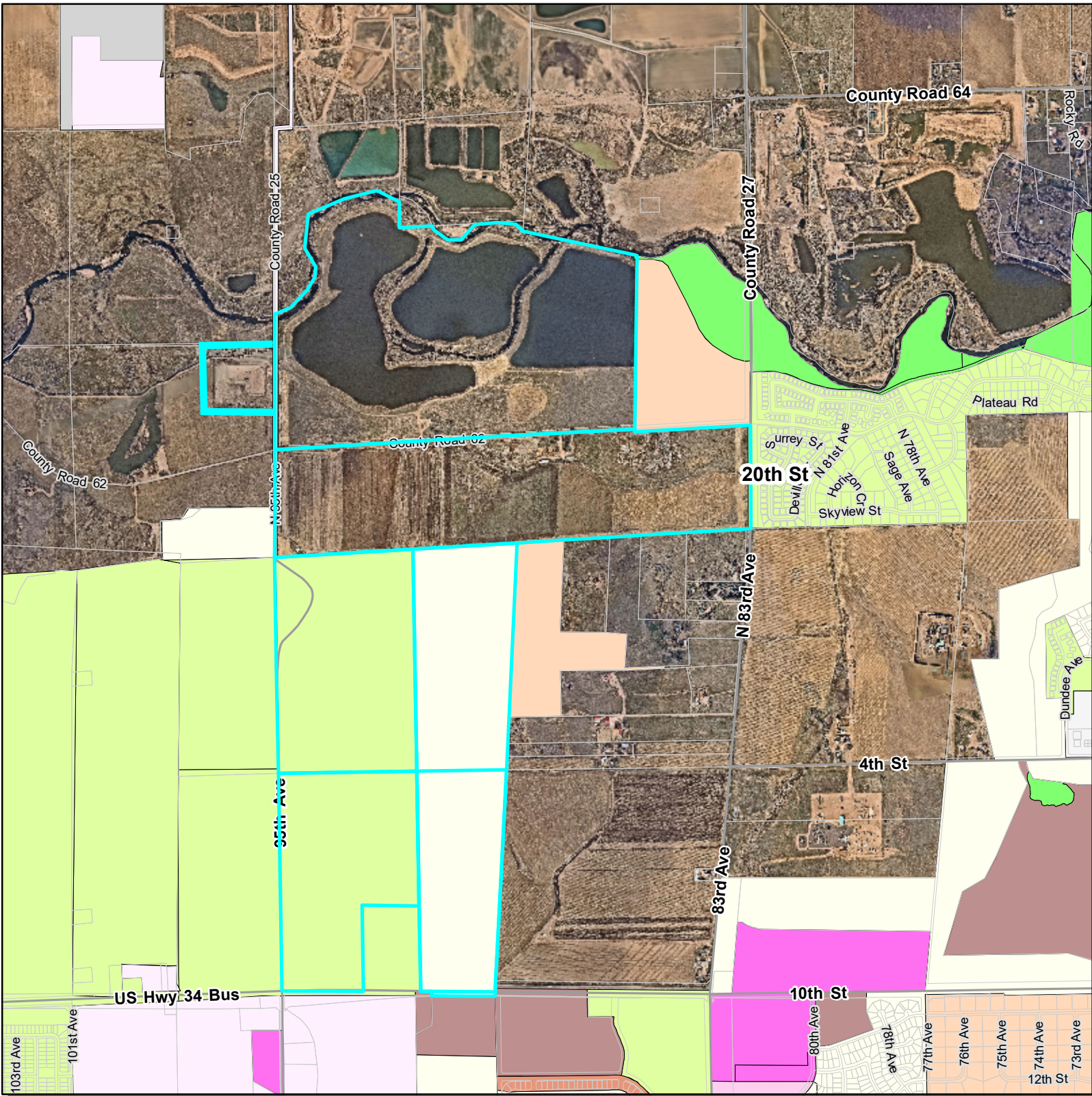
ATTACHMENTS

Attachment A – Zoning/Vicinity Map

Attachment B – Project Narrative

Attachment C – PUD Document

Vicinity Map The Cache Preliminary PUD



PUD2020-0007

INTRO/COVER (SHEET 1)

The Cache – Property and Site

The Cache community Preliminary Planned Unit Development Plan (hereafter called “PUD”) provides general standards and land use regulations for the development of the community comprising approximately 788.0 acres. The Cache, LLC is submitting this PUD application for consideration. “The Cache” shall be interchangeable and have the same meaning as the project, property, site, area, or the like.

Project Location and information

The property is generally located west of the City of Greeley and specifically north of 10th Street, west of 83rd Avenue and 95th Avenue (future extension) will be on the western edge of the project. The entire property is just south of the Cache la Poudre River. Main access to the project will be primarily from 10th Street, 4th Street, the 95th Avenue extension and North Poudre River Road.

Existing and Proposed Zoning

A majority of The Cache property (totaling 788.0 acres) is already annexed into the City of Greeley. The portion already annexed into the City (south area) and a part of this PUD submittal is 337.523. The norther portion is submitted for Annexation which contains 450.477 acres. The development will have a mix of commercial (non-residential) uses, residential uses, and existing oil and gas facilities. Once approved, the zoning will be PUD for the entire 788.0 acres.

Existing Zoning and Land Use:

For the entire property, three existing zoning categories are existing:

- PUD (Planned Unit Development) – southwest area of the property
- R-L (Residential Low Density)- southeast area of the property
- County Zoning ‘A’ (Agricultural – Weld County) – north area of the property under consideration for annexation into the City of Greeley

Note: Oil and gas uses are existing on the property and no new sites or additional areas are being requested as part of this submittal.

Proposed Zoning:

The land uses and zoning proposed for the project consist of the following:

(“LAND USE CHART”)

The Cache community will consist of a variety of land uses including commercial/mixed use, open space and parks, and various residential types and densities. This proposed PUD zoning will identify the land uses for each parcel and the relative uses that can occur for that area. Also, maximum allowable residential unit densities are shown for each parcel however, the applicant is requesting density transfers so that units that are not constructed in a parcel can be transferred into other parcels within the project. The maximum unit count for the entire project shall not exceed 4,305 unless an amendment of the PUD is approved by the City.

The Cache Community PUD Goals

The Cache community goals drive the design of the Master Plan for guidelines and standards that have been written to assist in providing a unified, quality development for this property. The design intent is to create a pedestrian friendly community and connect the walks and trails to the non-residential mix of uses on the southern section of the site and amenities throughout the site. The blending of uses and pedestrian oriented layouts will reduce the reliance on automobile traffic within the community and encourages alternative modes of transportation. This PUD document illustrates and demonstrates the function and aesthetic appearance for this community. Because some of the principles and design ideas are market driven and innovative, modifications of the City of Greeley Code will be necessary to implement the vision for the community.

Consistent with the City of Greeley Code Section 18.32.010 – Purpose and intent, the PUD zoning for The Cache community will:

“Encourage development of mixed land uses, or for uses and site designs which cannot otherwise be accommodated without PUD approval, through flexibility and creativity and to produce planned unit developments which are in keeping with the overall goals and objectives of the City's Comprehensive Plan. The intent is to permit such flexibility and provide performance criteria which:

- (1) Allow a diversity of uses, structures, facilities, housing types, open space and buffers in a manner compatible with existing and planned uses on adjacent properties;*
- (2) Encourage and allow for greater innovative designs that promote more efficient and environmentally sensitive use of the land than generally achievable through conventional zoning and development regulations;*
- (3) Protect the environment by affording opportunities and incentives for the preservation of environmentally sensitive and important natural or historic areas;*
- (4) Promote the meaningful integration of common open area networks and developed recreation areas;*
- (5) Promote further creativity in development layout, design and construction;*
- (6) Encourage development to occur in accordance with the coordinated and planned extension of existing and programmed community facilities and infrastructure; and*
- (7) While the PUD may permit development of land in a way which might not be permitted under traditional zoning regulations, the PUD is not intended to modify or in any way alter or reduce the requirements of any building and/or zoning code requirements, unless commensurate benefits to the community are provided as part of the PUD plan and alternative protections are provided.”*

And per Section 18.32.040 “C”

The City Council may authorize, by its approval of a Preliminary Planned Unit Development Plan, a mix of land uses, as well as variations in density, setback, height, lot size, lot coverage, open space, street width, parking and landscaping. Any such variations granted by the City Council shall be based upon the findings by the Council that the PUD plan:

- (1) Provides an innovative design which would be equal to or better than development which would occur under base standard zoning district requirements;*
- (2) Accomplishes specific goals and objectives of the Land Use Chapter of the City's Comprehensive Plan;*
- (3) Includes land uses which are required to be in a PUD;*
- (4) Meets the overall intent of this Code; or*
- (5) Provides equivalent site design trade-offs for the exceptions granted (i.e., more open space for higher density, etc.).*

Following the intent of the City Code intent, the goals of the Cache community will align with those principles by:

- Encouraging innovation through FLEXIBILITY in site design with respect to building spacing, setbacks, heights and density of buildings, open space, and parking;
- PROMOTE the implementation of the City’s Comprehensive Plan, and longrange planning for the area;
- Propose a variety of CREATIVE SOLUTIONS to project design that may not be possible through the application of the local zoning ordinance and subdivision regulations;
- Encouraging a mixed-use, MASTER PLANNED community providing for residential, recreational, commercial, and mixed uses aligning with the Greeley Comprehensive Plan;
- Encouraging INNOVATIONS in land use that result in the availability of attractive development opportunities driven by current market trends;
- Promoting more EFFICIENT use of land and energy through reasonable infrastructure design and implementation;
- Respect and incorporate the UNIQUE physical features of the site;
- Creating development patterns and project design that further the GOALS and POLICIES of the City of Greeley;
- Providing appropriate TRANSITIONS between land uses and adjacent properties while encouraging an overall community focus;
- Providing FLEXIBILITY for both land use type and density to be transferred between parcels, responding better to the needs of the changing market conditions over a long period of time;

- Encourage FLEXIBILITY in the design of streets to allow departure from strict enforcement of present codes regarding design standards, street widths, drainage, curb and gutters, street lighting, landscaping, utilities, and similar aspects; and
- Provide a community amenity in the form of neighborhood parks and open space, with potential for connection to the Cache la Poudre Regional Trail System.

Upon completion, the PUD will provide a more appealing residential and pedestrian friendly community than would otherwise be attainable under conventional practices and regulations. Therefore, flexibility in the design helps to provide a more innovative and livable community, which is positive for future residents. This more efficient design within The Cache community will allow for uniquely positioned areas of natural open space (30% of total site area), which will enable the community engagement and protection of more areas of the natural environment.

“PROPERTY BOUNDARY EXHIBIT” (SHEET 2)

“EXISTING CONDITIONS/SITE ANALYSIS” (SHEET 3)

Constraints and Opportunities

The Cache community has many opportunities and some constraints regarding development. These have been carefully analyzed and the applicant has determined it is well situated for extension of infrastructure and is a natural expansion to the west side of Greeley. The Cache community Metropolitan District, being formed in conjunction with this application, will contain all the land within the project. The District will also be the financing mechanism for extending the infrastructure to the site. The northern boundary of the property is defined by floodplain areas and then north of that area is the Poudre River. This area is projected to be open space and possibly include both private and public trail systems with the potential for connection to the Cache la Poudre River Trail.

Existing Slope:

The Cache property has some gentle slope areas and other portions of the site have some steeper topography. The slope map depicts slopes as defined within the general provisions of this PUD and is based upon surveyed USGS topography.

Roadway networks are depicted within this PUD and supporting reports. One constraint that challenges direct connection of 89th Avenue from 4th Street to Poudre River Road are the steeper grades to the south of Poudre River Road. Additionally, the eastern edge at this same location is currently larger lots and does not support the extension of the roadway. This PUD proposes the termination of 89th Avenue at 4th Street and the local roadways to provide the multimodal transportation within this area. This will generally preserve the natural areas of the site and reduces the partially constructed collector roadway along the property line and provide a more uniform network.

“PRELIMINARY PUD SITE MASTER PLAN” (SHEET 4)

Proposed Master Plan Approach

The proposed Master Plan for the property demonstrates a thoroughly planned community that will enhance and integrate into the City of Greeley. This submittal includes general development standards and provisions and sets the cornerstones for a vibrant community within the City of Greeley. The acreage, proposed uses, residential densities, and floor area ratios (FARs) have been identified for each planning area as depicted on the Preliminary PUD Site Master Plan. This plan has been designed to promote creativity and flexibility for the overall Cache community and also providing density transitions from the mixed use/commercial areas along 10th Street to the north where topography, floodplains and open space areas will exist. The open space and trail system will be the backbone of the community.

“GENERAL DEVELOPMENT STANDARDS AND PROVISIONS” (SHEET 5)

1. Development Standards, Regulations and Provisions of The Cache Community

The Cache community will conform to the City of Greeley approved ordinance, at the time of platting and building permit application, except as expressly provided in this PUD. The development standards and details of this PUD (all narrative and exhibits) will govern the development of this community in perpetuity and will supersede City zoning requirements; except where certain aspects of the PUD do not specifically address development standards or zoning items then City of Greeley Code shall prevail and govern this project. This PUD allows the flexibility to mix the various land uses and define boundaries during the platting process. Each plat or site plan submitted to the City will identify the use at the time of submittal. All parcels within the PUD will comply with the development standards of this PUD.

2. Time limit for validity of Preliminary PUD/Plan

The Cache community requests the following time limits for the PUD approval. Approval of a Preliminary PUD/Plan shall be valid for a period of five (5) years from the date of recording of this document. Within this five-year period, the applicant shall file a Final Plan with the Community Development Department. Upon written application, and for good cause, the Community Development Director shall extend the preliminary approval period for two (2) consecutive one-year periods. Any additional one-year extensions may be approved, if at all, by the City Council. A request for extension of preliminary approval must be submitted by the developer prior to the date of expiration. Failure to submit a written request within the specified time period shall cause forfeiture of the right to extend the Preliminary PUD approval. If no Final Plan or Plat is filed with the Community Development Department within such time, the approved Preliminary PUD/Plan shall be considered null and void. The City Council may hold a public hearing to rezone the property or may leave the property with an expired PUD; however, before any development of such parcel may proceed, a new PUD Plan or rezone must be approved by City Council and be resubmitted as a new proposal under the provisions of this Chapter. In the event that the Final Plan/Plat covers only a portion of the territory covered by the Preliminary PUD/Plan, such approval of the Preliminary PUD/Plan shall be automatically renewed for additional periods of five (5) years following the approval of each Final Plan/Plat. After denial of a Preliminary PUD Plan, no application for the same or substantially similar request shall be made for twelve (12) consecutive months immediately following the denial.

3. Parcel Boundaries and Flexibility of Parcel Acreages

Boundaries for each parcel are shown on the PUD Master Plan exhibit. The parcel boundaries, land uses, and arrangement are generally shown and will be modified as more final designs and engineering is completed. Any changes or modifications to these boundaries and the streets are permitted and will occur as needed. The final parcel boundaries will be determined at time of the Final PUD, Site Plan or Plat. These final boundaries and changes from the PUD Master Plan will be completed without any amendment to the PUD if less than a 30% change from the total acreage of the parcel.

4. Density Transfers between Land Use Parcels

Residential Areas:

The Cache community will include a variety of residential product types and sizes from detached single-family homes to multi-family. The total number of maximum residential units approved within all parcels shall not be exceeded. The total number of units developed in a land use parcel may be less than the number established on the Planned Unit Development Master Plan. If all units are not utilized for a particular parcel, the units may be transferred to other parcels. For parcels that are Commercial/Mixed Use, dwelling units may be transferred in up to a maximum density of 25 DU/AC. This increase in the number of permitted units within the Commercial/Mixed Use area may be accomplished through the City administratively.

Non-Residential Areas:

The Cache community will include non-residential uses such as retail, commercial, restaurants, entertainment, office, and worship. The non-residential uses have been grouped into one non-residential category, Commercial/Mixed Use, for

the purpose of defining development standards. A maximum of 30,000 square feet of non-residential building space will be developed within The Cache community.

5. Parks and Open Space

Open space within The Cache community will create a network of trails and parks that creates distinct neighborhoods and provides pedestrian walkways throughout the community. Per City Code, the open space requirement is 30% of the total gross acreage of the property will be provided as defined per City Code. Exact locations of parks, trails, and open space has not yet been determined as final design and engineering will impact those locations. Open space within The Cache community will be both public and private. Open space will be maintained by either an HOA (Homeowners Association) or the Metro District. Some phases may have less than 30% of the gross area in open space as long as the total property achieves the required amount for the total project. City Code requirements shall apply except as modified below:

- Playgrounds with commercial grade equipment, picnic/barbeque areas with commercial grade equipment, or court games (tennis, volleyball or basketball courts) at least eight hundred (800) square feet in size shall count as one (1) recreational amenity.
- One hundred percent (100%) credit shall be given for existing ponds (north part of the site), human-made detention/retention ponds and natural pond areas and all features shall be counted as usable open space.
- One hundred percent of steep slopes over 15% and specifically the bluff areas shall count towards usable open space
- Credit may be provided for other features not included within this list. Such credit shall be based on the determination of the Community Development Director, based on a review of the location, extent, building form, desirability for future residents and variety of amenities proposed, and whose final decision may also be appealed to the Planning Commission.

6. Roadway Design

The roadways shall comply with the City's current roadway standards.

7. Construction Standards to Govern the Community

Construction shall comply with those applicable codes outlined by the City of Greeley.

8. Homeowner Associations or Metropolitan District for Long Term Maintenance of Private Elements

Initially the developer will establish either a Metropolitan District (MD) for long-term ownership and maintenance or a Homeowner Association (HOA) to be later controlled and run by the property owners in residential areas of the community after 75% of the total lots shown herein have been purchased. The MD or HOA will oversee the improvement and maintenance of properties and facilities which it owns or administers. Additionally, the purposes will be to protect the investment, enhance the value, and regulate and govern the use of the members properties. One or multiple MD or HOA's may be created for the various residential uses and the non-residential uses if needed.

9. Metropolitan Districts

A Metropolitan District (MD) for this property has been created which as a quasi-governmental agency, separate from the City of Greeley yet the actions and function are subject to review by the City only as they may deviate from the requirements of the Service Plan, City Code, or the Intergovernmental Agreement. It is intended that the District will provide a part or all of the public improvements for the community and taxpayers of the entire District. The primary purpose of the District will be to finance the construction of improvements within the District but will also provide ongoing operations and maintenance services as specifically set forth in its Service Plan.

10. Administrative Process for Variations and Changes to PUD Master Plan

The PUD Master Plan exhibits and drawings associated with this PUD demonstrate general locations of roads, land use locations, open space areas, and other master plan elements. The lines, notes, and graphics shown represent design concepts and ideas that will evolve and change until final buildout. Until final build out of this community, this PUD document with exhibits will serve as the guiding document for The Cache community. With the approval of this PUD, some flexibility will be allowed as described in this document as defined in this section.

Therefore, the proposed land use boundaries, final parcel boundaries (i.e. configurations and shapes), lot lines, road locations, signage locations, open space areas and locations, densities, parcel acreages, parcel lines, and floor area ratios (FARs) will be allowed to change by up to 30% without the need to amend this PUD. However, the maximum unit counts for each parcel is shown on the land use chart and cannot be exceeded. The goal of only defining the maximum unit count on parcels is to promote creativity and flexibility through the use of density transfers within the residential areas. Residential units that are not utilized within a defined parcel can be transferred into other land use parcels up to the maximum allowable density on the receiving parcel. There are no minimum unit requirements on a given parcel. In no event will a total allowable unit be exceeded at The Cache community without an amendment of the PUD. The changes and variations can be administratively approved by the City without amending this PUD.

11. Development in Hillside Designated Areas

Some bluff area exists in the north central part of the property as shown on the plan. Much of the steeper slopes will be preserved in open space and will follow the City of Greeley Hillside Development Standards. Some parts of the site have slopes over 15% but are in isolated smaller areas and will be allowed to be graded within the land use and open space parcels defined on this PUD.

12. Design and Performance Standards

Article XI -Design and Performance Standards per City Code will be modified as follows. If items are not addressed City Code will be followed for The Cache community:

PERFORMANCE STANDARD	CITY CODE	PROPOSED
Cul-de-sac length	500'	750'
Minimum lot depths adjacent to an arterial street	150'	110'
Major local street right of way width	80'	70'
Block length measured from center lines of abutting through-streets	1,320'	2,500' if a pedestrian mid-cross block connection of 25' width is provided

Land Use Development Standards Notes:

(1) Required parking shall meet the City of Greeley Land Development Code Parking Standards, as amended, if not covered by these guidelines. Shared parking shall be allowed in instances where appropriate. See Parking Section in this document for details.

(2) Lot frontage measured at the front yard setback.

(3) A zero lot line may be utilized when a maintenance easement and side yard easement are executed, subject to IBC requirements.

(4) Lot frontage on a cul-de-sac may be reduced by ten feet.

(5) Standards are provided for duplex and townhome uses accommodating 6 - 10 Du/Ac. Higher density apartment and condo products shall follow the multi-family standards below.

(6) Multi-family standards are provided for apartment and condo –up to 20 DU/AC. Standards for duplex and townhome product are provided above within the SFA standards.

(7) Non-residential parking requirements shall follow the City of Greeley Land Development Code, as amended.

(8) Non-residential FAR (Floor Area Ratio) shall not exceed .15

(9) All setbacks are measured from R.O.W. or property line.

(10) Allowed side & rear encroachments: Decks, Stairs, Counterforts & Window Wells (3') - Eaves & Bay Windows (2') - Siding & Cladding (0.5')

(11) Allowed front encroachments: Porches, Decks & Stairs (5') - Eaves & Bay Windows (2') - Siding & Cladding (0.5')

“LAND USE DESIGNATIONS AND MATRIX” (SHEET 6)

Land Use Designations and Matrix

“SITE DEVELOPMENT STANDARDS” (SHEET 7)

Land Use and Site Development Standards

“PRELIMINARY ARCHITECTURAL GUIDELINES” (SHEET 8)

Non-Residential Architectural Standards and Guidelines

Once the design of the non-residential components of the development is refined and finalized, a comprehensive architectural theme will be developed which will specify the architectural style, materials, and colors. In order to convey the architectural theme, items such as architectural elevations, material sample boards, and color samples may be submitted to the City for review at the time of submittals for each parcel. In order to maintain a comprehensive and complementary architectural style throughout The Cache community, the Developer will establish a community Design Review Committee (DRC) composed of an Architect, Landscape Architect, and a representative of the Developer. The approval of the DRC does not take the place of any and all required submittals to the City of Greeley or other governmental agency as necessary to receive regulatory approvals.

Single-Family Detached Residential (Low and Medium Density)

The Cache Community single-family detached residential homes will be guided by these general design and architectural standards to ensure quality and compatibility within and throughout the community.

1. Homes in this District shall be standard construction, single family, detached homes. Houses shall be of standard wood frame construction.
2. **See the Residential Land Use Development Standards Matrix for all minimum lots size, lot frontage, parking requirements, building heights, floor area minimum, and assessor use standards.**
3. The roofs must have a minimum pitch slope of 4 on 12. All other roofs, along with all aspects of all exterior improvements made to any property in The Cache Community, must be approved by the Architectural Control Committee in writing prior to commencement of construction.
4. Minimum of two different materials on the front elevation and any elevation visible from a road. Options include brick, simulated or real stone, stucco, siding or other appropriate materials.
5. Minimum of two different colors on each home and no two adjacent houses may share the same color package.
6. One detached garage apartment and/or carriage house secondary house unit shall be allowed within the Single-Family residential districts as long as the structure is not taller in height than the main dwelling house.
7. Permanent foundations shall be required.

Architectural Features and Options

Builders within The Cache community may choose to implement some of, but not all, of the following architectural treatments. The DRC (Development Review Committee) will have final approval.

- Masonry may be used as an exclusive material on the front elevation and shall wrap around the front façade of the home by at least two feet or up to the side-yard fence.
- Use of various architectural styles for each product
- Varying locations and proportions of front porch on the same block.
- Varying location and proportions of garage doors
- Variations in the front plane and roofline
- Use of roof dormers.
- Variation of building types: ranch, two-story and split level.
- Walkout basements.
- Various window shapes that are substantially different, including bay windows
- Windows with grids or other enhanced treatment on all four elevations.
- Front or side porch w/ a min. depth of 5' and a min. floor area of 50 SF

- Decorative shutters on 80% of the street-facing windows
- Second story porch, front or side porches
- Roof overhang on the front elevation w/decorative brackets, beams, or exposed rafter ends.
- Front porch lights
- More than one treatment for the predominant siding such as vinyl, cedar, or other siding material
- Roofs may be asphalt, slate, clay or concrete tile, architectural metal, or dimensional asphalt shingles

Single-Family Attached Residential (Townhome/Duplex or Paired)

The Cache Community single-family attached (townhome/duplex) residential homes shall be guided by these general design and architectural standards to ensure quality and compatibility within and throughout the community.

1. Homes in this District shall be standard construction, single-family attached (townhome/duplex) homes. Homes shall be of standard wood frame construction.
2. **See the Residential Land Use Development Standards Matrix for all minimum lots size, lot frontage, parking requirements, building heights, floor area minimum, and assessor use standards.**
3. The roofs must have a minimum pitch slope of 4 on 12. All other roofs, along with all aspects of all exterior improvements made to any property in The Cache Community, must be approved by the Architectural Control Committee in writing prior to commencement of construction.
4. The principal exterior on the front façade of the home facing the public street for all residential structures shall be at least 30 percent (30%) masonry and the other 70 percent (70%) balance of the exterior may be of frame, wood, shingles or other material, which must blend visually together with the masonry or as approved by the Architectural Review Committee.
5. Minimum of two different materials on the front elevation and any elevation visible from a road. Options include brick, simulated or real stone, stucco, siding or other appropriate materials.
6. Permanent foundations shall be required.

Architectural Features and Options

Builders within The Cache community may choose to implement some of, but not all, of the following architectural treatments. The DRC (Development Review Committee) will have final approval.

- Masonry may be used as an exclusive material on the front elevation and shall wrap around the front façade of the home by at least two feet or up to the side-yard fence.
- Use of various architectural styles for each product
- Varying locations and proportions of front porch on the same block.
- Varying location and proportions of garage doors (garages may be rear-loaded for the townhomes)
- Variations in the front plane and roofline
- Use of roof dormers.
- Variation of building types: ranch, two-story and split level.
- Walkout basements.
- Various window shapes that are substantially different, including bay windows
- Windows with grids or other enhanced treatment on all four elevations.
- Front or side porch w/ a min. depth of 5' and a min. floor area of 50 SF
- Decorative shutters on 80% of the street-facing windows
- Second story porch, front or side porches
- Roof overhang on the front elevation w/decorative brackets, beams, or exposed rafter ends.
- Front porch lights
- More than one treatment for the predominant siding such as vinyl, cedar, or other siding material
- Roofs may be asphalt, slate, clay or concrete tile, architectural metal, or dimensional asphalt shingles

Multi-Family Residential

The Cache Community multi-family buildings shall be guided by these general design and architectural standards to ensure quality and compatibility within and throughout the community.

1. **See the Residential Land Use Development Standards Matrix for all minimum lots size, lot frontage, parking requirements, building heights, floor area minimum, and assessor use standards.**

2. Minimum of two different materials on the façade elevations visible from a road. Options include brick, simulated or real stone, stucco, siding or other appropriate materials.
3. Common landscape areas shall be installed by the builder
4. Permanent foundations shall be required.

Architectural Features and Options

Builders within The Cache community Multi-Family Parcels may choose to implement some of, but not all, of the following architectural treatments. The DRC (Development Review Committee) will have final approval.

- Variations in the front plane and roofline
- Porches and balconies for at least 50% of the units
- Utilizing covered parking for a minimum of 50% of the required parking
- At least two (2) distinct roof lines
- Decorative shutters on all street facing windows
- Decorative material treatment on at least one gable end facing the street
- Real or simulated chimneys
- Minimum of two (2) planes on rear and side elevations, each plane to have a min. 1ft depth variation
- Use of roof dormers.

“PRELIMINARY LANDSCAPE MASTER PLAN AND GUIDELINES” (SHEET 9/10)

Introduction

Landscape guidelines have been created for The Cache property based on City Code. These guidelines shall help promote a quality development through the use of landscape treatments throughout the community. The Cache planting requirements shall adhere to the City of Greeley Code (Chapter 18.44 - Landscaping and Buffering Standards), or as amended within this PUD document. In general, the landscape design, theme, and approach will implement a Context Sensitive Design solution and the proposed landscape will respect the landscape vernacular of the region. The following describes the design, theme, and overall approach to the landscape design.

- Use native plants as much as feasible and non-native plants that are drought tolerant and fit this region of Colorado (western high plains);
- Preserve and restore the native landscape, as much as feasible, along the bluff areas and on the northern part of the site;
- Utilize “signature” tree and shrub plant materials;
- Utilize a water conservation landscape approach that balances aesthetics and water wise landscaping. Landscaping will be used that requires minimal irrigation versus irrigated sod/turf areas. The goal will be to minimize total water usage in the community with the additional techniques and approach:
 - Group plants with similar water requirements to promote efficiency of irrigation;
 - Plant palette consisting of low water use native and non-native plants;
 - Infiltrate rainwater runoff into the landscape (i.e. rain gardens) in common open space areas where appropriate and if soils are appropriate;
 - Utilize drip irrigation systems whenever feasible;
 - Design for a low water, low-maintenance landscape approach;
- Manicured landscapes (i.e. irrigated sod and perennials) should be limited to outdoor living areas and entries within the immediate outdoors of the home or businesses;
- Colorful accent native and non-native plantings at key visible areas;
- Large groupings of native and ornamental grasses, shrubs, perennials, wildflowers, and ground covers;
- Lower density residential areas will utilize a more naturalized and informal design;
- Street tree planting will be provided along all public streets to ensure that an appropriate mix of character and species diversity;
- Utilize landscape fabric and mulches (wood and rock mulch) to retain moisture in the landscape planting areas;
- Drip irrigation will be provided to all street trees in tree lawns and medians, that do not receive overspray from turf grass areas;

- Trees, shrubs, perennials, ornamental grasses, ground covers, and vines should be massed to define outdoor spaces, reinforce the primary entry and enhance the architectural design, the street, and the neighborhood;
- Seasonal Landscape will be utilized to provide seasonal color and interest throughout the year with the goal of maximizing color and bloom coverage throughout the four seasons;
- Soils will be modified when necessary to increase mineral and organic matter content to determine proper soil amendments based on results of soil test.
- Massing of plants into cohesive groups is highly recommended to provide strong images of texture, color, and contrast throughout the community;
- Proposed wall designs will utilize stone, masonry or appropriate building materials; and
- Fencing will be designed to generally coordinate with the architectural style, color, and materials of the architecture. Materials will be of natural tones and include wood, vinyl, masonry or iron. The finish will be of semi-transparent or solid color stain, latex acrylic stain or suitable outdoor paint.

Relationship to the City of Greeley Code

These landscape goals and guidelines fit well with the City of Greeley Code requirements and within the regional climate (western high plains semi-arid). The goals and guidelines aim to utilize responsible irrigation techniques, which is essential for sustainability. As defined in City Code (Chapter 18.44) these landscape standards are intended to establish landscaping regulations that:

- *Improve the aesthetic appearance of setback areas, common open space areas, public rights-of-way, and off-street vehicular parking areas;*
- *Promote compatibility between land uses of different intensities;*
- *Promote the use of generally accepted landscape design principles;*
- *Protect public health, safety, and welfare by minimizing the impact of all forms of physical and visual pollution, controlling soil erosion, screening unsightly areas, preserving the integrity of neighborhoods, and enhancing pedestrian and vehicular traffic and safety;*
- *Promote water conservation through the use and incorporation of low water adaptive vegetation and by using water conservation principles;*
- *Promote shaded, tree-lined streets within all areas of the City;*
- *Maintain the City's standing as a "Tree City USA"; and*
- *Implement Comprehensive Plan policy of reducing "heat islands."*

General provisions based on City of Greeley Code

The Cache community landscape general provisions utilize the City Code as the basis of the approach and as summarized below:

- *Landscaping shall be provided to enhance open space, recreation areas, building foundations, areas of low visual interest, and screen and shade streets and sidewalks, parking, and loading areas;*
- *The landscape plan shall be designed in conjunction with the drainage plan for the subject property in such a manner as to maximize storm water runoff absorption;*
- *Prior to issuance of a certificate of occupancy, all on-lot landscaping and irrigation shall be installed, if required pursuant to an approved landscape plan;*
- *Common area landscaping and irrigation shall be installed around the perimeter of the building envelope, halfway to the adjacent building envelopes, pursuant to an approved landscape plan prior to issuance of a certificate of occupancy;*
- *In the case of usable or common open space landscaping in common areas between lots, all landscaping and irrigation shall be completed prior to issuance of a building permit or as otherwise approved by the City in a Development Agreement or phasing plan; and*
- *When phasing development, a proportionate share of landscaping acceptable to the City, as outlined in an approved Development Agreement or Planned Unit Development (PUD) Plan, shall be installed and maintained with each phase based on the size of the proposed phase and shall be considered completed for the purposes of these regulations when such proportionate share of landscaping has been installed prior to issuance of a building permit.*
- *General irrigation requirements shall follow City Code:*

(1) *An underground irrigation system shall be installed and maintained for all common area improvements, such as outlots, median boulevards, tree lawns, screening, buffer yards and perimeter treatment areas, in order to provide irrigation for all plant materials, consistent with the nature of the plant's irrigation needs.*

(2) *Sprinklers shall be placed so as not to throw water onto adjacent paved or hardscaped surfaces.*

(3) *Green Industry Best Management Practices for the Conservation and Protection of Water Resources in Colorado, prepared by Green Industries of Colorado (GreenCo), and kept on file in the City's Water Department, are guidelines for the conservation of water resources and protection of water quality and are strongly encouraged to be followed.*

(4) *All multi-family, commercial, industrial, mixed use and institutional properties shall install rain sensors. Refer to the City's Water and Sewer Department Standards for more information.*

The following Plant sizes per City Code shall be utilized:

Plant Type	Plant Size
Shade trees	2" caliper, measured 1' above ground
Ornamental trees	1½" caliper, measured 1' above ground
Evergreen trees	6' in height
Shrubs	5-gallon
Perennials and ornamental grasses	1-gallon

1. At least fifty percent (50%) of any required yard, excluding driveway and walkway to the front door, shall contain live plantings.
2. At least fifty percent (50%) of any parkway or right-of-way planting area, excluding driveways and public sidewalks, shall contain live plantings.
3. All yards not covered by an approved building, driveway, walkway or other permanent structure shall be landscaped.
4. For single-family and two-family lots one (1) acceptable street tree per residential lot street frontage is required. If utilities or other obstacles make placement of a street tree in the right-of-way not feasible, a shade tree shall be installed in the front yard.
5. For multi-family, commercial, and mixed use land uses - the right-of-way or parkway shall consist of acceptable shade trees planted between the curb and sidewalk, or within ten (10) feet of the back of the sidewalk in the case of an attached sidewalk, at a regular spacing of thirty-five (35) feet on center for shade trees and twenty-five (25) feet on center for ornamental trees.
6. Where trees are not already required pursuant to City Code, one (1) additional shade or evergreen tree shall be provided for every two thousand (2,000) square feet or fraction thereof of common open space. Two (2) ornamental trees may be substituted for each shade or evergreen tree. Lakes or other water areas may be excluded for purposes of calculating required tree quantities.
7. For buffer requirements see the Preliminary Landscape Master Plan.
8. For Parking lot landscaping standards City Code section 18.44.120 shall be followed.
9. For Perimeter landscaping City Code Section 18.44.130 perimeter treatment shall be followed.

The Cache Community Signage

The narrative provided here within and City Code will be used to guide signage within The Cache community including sign standards that address size, height, design, lighting, color, materials, location, and method of construction of all signage to ensure that all such signage is designed in a harmonious and compatible manner. Absent a specific sign plan or standards in this document, the City will apply sign standards closest to the zone district the PUD land uses represent.

The control and placement of all signs is especially important to the aesthetic harmony of The Cache community. A critical component of a cohesive community is the sense of place and identity. Approval of this PUD is intended to permit the number and locations for the primary intersections and entrances to the community. Per City Code Section 18.54.140, the proposed signs that require a sign permit are:

- (1) *Awning sign*
- (2) *Canopy sign*
- (3) *Electronic messaging display*

(4) Freestanding and monument sign

(5) Projecting wall sign

(6) Wall sign.

Therefore, for The Cache community, the following details of signage are proposed. Where not addressed here, City Code will dictate the signage:

- Main Entrance Signage is intended to be an architectural feature with the community logo to create a sense of arrival and identify for the project. Up to two (2) main entrance signs are allowed up to a maximum height of 20' (for a vertical feature) and width of 40'. 500 total square feet is the maximum allowable for main entrance signs. These signs would be placed along 10th street.
- Residential Subdivision Entrance Signs (i.e. free-standing monument signs for individual neighborhoods) - up to ten (10) freestanding monument signs are allowed. The signs will identify the secondary access points to the individual neighborhoods within the overall community. These signs will be smaller in scale while remaining consistent with the theme of the overall sign program. These signs will have a maximum height of 10' and width of 20' and not exceed 200 total square feet.
- Individual non-residential lots along 10th Street may request additional freestanding monument signs and multi-tenant signs. Any additional freestanding signs must comply with the sign design and quantity standards described in City Code.

“STREET AND PEDESTRIAN CIRCULATION SYSTEM” (SHEET 11)

The Cache Street and pedestrian circulation system provides access to all parts of the project. Access to each parcel will be provided in a logical manner and trail/pedestrian corridors will connect parks and open space areas together in a cohesive manner.

Pedestrian circulation will be a vital component of The Cache community. The design will encourage an alternative mode of transportation within the mixed-use areas including strong links to residential components of the community. As shown on the Preliminary PUD Master Plan, centrally located parks and mixed uses within close walking distances of all proposed residential are provided. In the Commercial and Mixed-Use land areas, sidewalks will be provided along the front of buildings through that area and those walkways will be connected to the residential walkway system in an organized and logical circulation pattern for easy access between the uses and to encourage pedestrian activity versus all vehicular traffic. The vehicular and pedestrian circulation system will provide multiple routes for cars, bikes, and pedestrians to move throughout The Cache community. Sidewalks, walkways, and trails will provide the pedestrian friendly environment and the open space system with trail will provide the connectivity internal to The Cache community and the surrounding area.

The street and vehicular circulation system at The Cache will be a modified grid system to allow for maximum connectivity throughout the project. While the exact parcel layouts have not yet been defined at time of this submittal, the design of the streets will respond to the natural topography of the site as much as feasible. The Cache community will provide internal street design configurations which foster interconnectivity between the residential areas and the commercial/mixed-use development on the south area of the project.

The project will satisfy its requirements or share of the following major roadways:

- 95th Avenue between 10th Street/Highway 34 Bypass to the Poudre crossing.
- 89th Avenue between 10th Street/Highway 34 Bypass to 4th Street.
- Poudre River Road between 83rd Avenue to 95th Avenue.
- 4th Street between 95th Avenue and 89th Avenue.

These roadway extensions and improvements will provide interconnectivity between the project, the proposed/approved Lake Bluff project to the west, and the existing Poudre River Ranch development to the northeast

Parking

The Cache is designed to encourage pedestrian activity and mixed use to reduce emphasis on vehicular trips per day. Due to the mix of higher density residential products in proximity to the commercial/mixed use areas, the intern

demand for parking may be reduced and is proposed. Additionally, with the incorporation of on-street parking along the community roadway network, parking requirements can be distributed throughout the mixed-use areas, which will reduce the need for maximum parking ratios. The mix of uses in a defined area provides the opportunity for shared parking arrangements. Therefore, the parking requirements for The Cache community will follow City Code Section “18.42.050 - Off-street parking requirements” except as noted below:

Single-family detached	2 spaces per unit (guest parking in driveway, garage and/or on-street.)
Single-family attached (including townhomes, paired homes/duplex)	2 spaces per unit (guest parking in driveway and garage)
Multi-family dwellings-Efficiency, studio and 1 bedroom	1.25 spaces per unit and 0.1 guest spaces per unit
Multi-family dwellings-2 and 3 bedrooms	1.75 spaces per unit 0.1 guest spaces per unit
Multi-family dwellings-4 or more	2.0 spaces per unit 0.1 guest spaces per unit
Guest parking for Multi-family dwellings	0.1 guest spaces per unit
Age targeted and senior living dwelling units	1.25 spaces per unit

“PHASING PLAN” (SHEET 12)

“CONCEPTUAL DRAINAGE MASTER PLAN” (SHEET 13)

Drainage

Stormwater will generally flow from south to north. Runoff will be conveyed both via surface and subsurface to on-site detention and water quality ponds. Developed runoff will be treated and released at a rate equal to the historic 5-yr runoff rate per the City of Greeley requirements. Off-site runoff from the adjacent Lake Bluff development will be considered with the site plan design of The Cache community.

“PRELIMINARY CONCEPTUAL SANITARY PLAN” (SHEET 14)

Utility Master Plan

Potable Water:

Three points of connection will be made for the potable water system. Two are adjacent to the proposed development and one will require off-site extension of a line.

The adjacent lines for connection are:

12- inch line in Poudre River Road (Pressure Zone 1)

12- inch line in 89th Ave. (Pressure Zone 3)

If not constructed by the adjacent Lake Bluff development, The Cache will be required to extend a 12-in line in 4th Street to the existing 16-inch line in 83rd Avenue

Sanitary Sewer:

The Cache development is identified to be within the Poudre Bluffs Basin in the Stantec Poudre Trunk Sewer Phase II Project-Sub-Basin Master Plan. Wastewater flows from the Poudre Bluffs Basin can be conveyed by gravity to Greeley’s existing 83rd Avenue and County Road 62 Interceptor.

A 30-inch sewer trunk main has recently been designed by STANTEC to capture all sanitary sewer at the intersection of 95th Avenue and Weld County Road 62. This line will transport sewage approximately 1.5 miles to an existing line at Poudre Heights subdivision.

Services

The following services will be provided by the following organizations:

- Fire Protection services will be provided by the City of Greeley Fire Department and by Owner provided building sprinkler systems where required by building codes in individual structures.

- Police services will be provided by the Greeley Police Department.
- Water and wastewater will be provided by the City of Greeley.
- Electric will be provided by Xcel Energy.
- Natural Gas will be provided by Atmos Energy.
- The site will be served by Windsor RE4 School District.

“PRELIMINARY CONCEPTUAL WATER PLAN” (SHEET 15)

THE CACHE

PRELIMINARY PLANNED UNIT DEVELOPMENT PLAN

THE CACHE - PROPERTY AND SITE

THE CACHE COMMUNITY PRELIMINARY PLANNED UNIT DEVELOPMENT PLAN (HEREAFTER CALLED "PUD") PROVIDES GENERAL STANDARDS AND LAND USE REGULATIONS FOR THE DEVELOPMENT OF THE COMMUNITY COMPRISING APPROXIMATELY 762.1 ACRES. THE CACHE, LLC IS SUBMITTING THIS PUD APPLICATION FOR CONSIDERATION. "THE CACHE" SHALL BE INTERCHANGEABLE AND HAVE THE SAME MEANING AS THE PROJECT, PROPERTY, SITE, AREA, OR THE LIKE.

PROJECT LOCATION AND INFORMATION

THE PROPERTY IS GENERALLY LOCATED WEST OF THE CITY OF GREELEY AND SPECIFICALLY NORTH OF 10TH STREET, WEST OF 83RD AVENUE AND 95TH AVENUE (FUTURE EXTENSION) WILL BE ON THE WESTERN EDGE OF THE PROJECT. THE ENTIRE PROPERTY IS JUST SOUTH OF THE CACHE LA POUDRE RIVER. MAIN ACCESS TO THE PROJECT WILL BE PRIMARILY FROM 10TH STREET, 4TH STREET, THE 95TH AVENUE EXTENSION AND POUDRE RIVER ROAD.

EXISTING AND PROPOSED ZONING

A PORTION OF THE CACHE PROPERTY (TOTALING 762.1 ACRES) IS ALREADY ANNEXED INTO THE CITY OF GREELEY. THE PORTION ALREADY ANNEXED INTO THE CITY (SOUTH AREA) AND A PART OF THIS PUD SUBMITTAL IS 337.523. THE NORTHER PORTION IS SUBMITTED FOR ANNEXATION WHICH CONTAINS 450.477 ACRES. THE DEVELOPMENT WILL HAVE A MIX OF COMMERCIAL (NON-RESIDENTIAL) USES, RESIDENTIAL USES, AND EXISTING OIL AND GAS FACILITIES. ONCE APPROVED, THE ZONING WILL BE PUD FOR THE ENTIRE 762.1 ACRES.

EXISTING ZONING AND LAND USE:

FOR THE ENTIRE PROPERTY, THREE EXISTING ZONING CATEGORIES ARE EXISTING:

- 1. PUD (PLANNED UNIT DEVELOPMENT) - SOUTHWEST AREA OF THE PROPERTY
 - 2. R-L (RESIDENTIAL LOW DENSITY)- SOUTHEAST AREA OF THE PROPERTY
 - 3. COUNTY ZONING 'A' (AGRICULTURAL - WELD COUNTY) - NORTH AREA OF THE PROPERTY UNDER CONSIDERATION FOR ANNEXATION INTO THE CITY OF GREELEY
- NOTE: OIL AND GAS USES ARE EXISTING ON THE PROPERTY AND NO NEW SITES OR ADDITIONAL AREAS ARE BEING REQUESTED AS PART OF THIS SUBMITTAL.

PROPOSED ZONING:

THE LAND USES AND ZONING PROPOSED FOR THE PROJECT CONSIST OF THE FOLLOWING:

LAND USE CHART - PRELIMINARY PUD SITE MASTER PLAN SUBMITTAL				
PARCEL (1)	ARCEAGE (+/-)	CALCULATED DENSITY (DU/AC)	MAX. UNIT CAP	% OF SITE
PA-A1 - LDR - LOW DENSITY RESIDENTIAL	67.6	1.5	101	8.9%
PA-B1 - MDR - MEDIUM DENSITY RESIDENTIAL	174.8	5	874	22.9%
PA-C1 - MDR - MEDIUM DENSITY RESIDENTIAL	121.9	6.84	833	16.0%
SUB-TOTAL OF SINGLE FAMILY ATTACHED/DETACHED PARCELS	364.3			47.8%
PA-D1 - HDR - HIGH DENSITY RESIDENTIAL	104.9	10	1049	13.8%
SUB-TOTAL OF HIGH DENSITY RESIDENTIAL PARCELS	104.9			13.8%
PA-E1 - MUC - MIXED USE/COMMERCIAL	19.1	20	382	2.5%
PA-E2- MUC - MIXED USE	20.1	25	502	2.6%
SUB-TOTAL OF MIXED-USE/COMMERCIAL PARCELS	39.2			5.1%
SUB-TOTAL	508.4		3741	66.7%
PA-A2 - OPEN SPACE	188.6			24.7%
PA-B2 - OPEN SPACE	9.6			1.3%
PA-C2 - OPEN SPACE AND BLUFF PRESERVATION	40.8			5.4%
NOTE: (1) ALL PARCELS ALLOW SMALL LOT RESIDENTIAL, SEE PAGE 7. (2) PARKS AND DETENTION AREAS ARE NOT INCLUDED ABOVE AND WILL MEET MINIMUM OPEN SPACE REQUIREMENTS.				
SUB-TOTAL OF OPEN SPACE PARCELS	239			31.4%
PA-A4 EXISTING OIL AND GAS	14.7			1.9%
SITE TOTAL ACREAGE LESS RIGHT-OF-WAY	762.1*			100.0%
*TOTAL SITE IS 788 ACRES. THS TOTAL INCLUDES ALL EXISTING RIGHT-OF-WAYS. FOR PURPOSES OF CALCULATING DENSITY PER CITY ORDINANCE 25.9 ACRES HAS BEEN EXCLUDED.				

DENSITY CALCULATIONS		OPEN SPACE CALCULATIONS	
TOTAL MAXIMUM UNIT COUNT	3741	OPEN SPACE ACREAGE	239
TOTAL SITE ACREAGE	762.1	MINIMUM PARKS ACREAGE TO MEET REQUIREMENT	0
OVERALL RESIDENTIAL DENSITY	4.91	TOTAL RESIDENTIAL ACREAGE	508.4
		PERCENT OPEN SPACE OF RESIDENTIAL PARCELS	47.0%
		PERCENT OPEN SPACE OF OVERALL PROJECT	31.4%

THE CACHE COMMUNITY WILL CONSIST OF A VARIETY OF LAND USES INCLUDING COMMERCIAL/MIXED USE, OPEN SPACE AND PARKS, AND VARIOUS RESIDENTIAL TYPES AND DENSITIES. THIS PROPOSED PUD ZONING WILL IDENTIFY THE LAND USES FOR EACH PARCEL AND THE RELATIVE USES THAT CAN OCCUR FOR THAT AREA. ALSO, MAXIMUM ALLOWABLE RESIDENTIAL UNIT DENSITIES ARE SHOWN FOR EACH PARCEL HOWEVER, THE APPLICANT IS REQUESTING DENSITY TRANSFERS SO THAT UNITS THAT ARE NOT CONSTRUCTED IN A PARCEL CAN BE TRANSFERRED INTO OTHER PARCELS WITHIN THE PROJECT. THE MAXIMUM UNIT COUNT FOR THE ENTIRE PROJECT SHALL NOT EXCEED 3,741 UNLESS AN AMENDMENT OF THE PUD IS APPROVED BY THE CITY.

THE CACHE COMMUNITY PUD GOALS

THE CACHE COMMUNITY GOALS DRIVE THE DESIGN OF THE MASTER PLAN FOR GUIDELINES AND STANDARDS THAT HAVE BEEN WRITTEN TO ASSIST IN PROVIDING A UNIFIED, QUALITY DEVELOPMENT FOR THIS PROPERTY. THE DESIGN INTENT IS TO CREATE A PEDESTRIAN FRIENDLY COMMUNITY AND CONNECT THE WALKS AND TRAILS TO THE NON-RESIDENTIAL MIX OF USES ON THE SOUTHERN SECTION OF THE SITE AND AMENITIES THROUGHOUT THE SITE. THE BLENDING OF USES AND PEDESTRIAN ORIENTED LAYOUTS WILL REDUCE THE RELIANCE ON AUTOMOBILE TRAFFIC WITHIN THE COMMUNITY AND ENCOURAGES ALTERNATIVE MODES OF TRANSPORTATION. THIS PUD DOCUMENT ILLUSTRATES AND DEMONSTRATES THE FUNCTION AND AESTHETIC APPEARANCE FOR THIS COMMUNITY. BECAUSE SOME OF THE PRINCIPLES AND DESIGN IDEAS ARE MARKET DRIVEN AND INNOVATIVE, MODIFICATIONS OF THE CITY OF GREELEY CODE WILL BE NECESSARY TO IMPLEMENT THE VISION FOR THE COMMUNITY.

CONSISTENT WITH THE CITY OF GREELEY CODE SECTION 24.660 - PURPOSE AND INTENT, THE PUD ZONING FOR THE CACHE COMMUNITY WILL:

"ENCOURAGE DEVELOPMENT OF MIXED LAND USES, OR FOR USES AND SITE DESIGNS WHICH CANNOT OTHERWISE BE ACCOMMODATED WITHOUT PUD APPROVAL, THROUGH FLEXIBILITY AND CREATIVITY AND TO PRODUCE PLANNED UNIT DEVELOPMENTS WHICH ARE IN KEEPING WITH THE OVERALL GOALS AND OBJECTIVES OF THE CITY'S COMPREHENSIVE PLAN. THE INTENT IS TO PERMIT SUCH FLEXIBILITY AND PROVIDE PERFORMANCE CRITERIA WHICH:

- 1. ALLOW A DIVERSITY OF USES, STRUCTURES, FACILITIES, HOUSING TYPES, OPEN SPACE AND BUFFERS IN A MANNER COMPATIBLE WITH EXISTING AND PLANNED USES ON ADJACENT PROPERTIES;*
- 2. ENCOURAGE AND ALLOW FOR GREATER INNOVATIVE DESIGNS THAT PROMOTE MORE EFFICIENT AND ENVIRONMENTALLY SENSITIVE USE OF THE LAND THAN GENERALLY ACHIEVABLE THROUGH CONVENTIONAL ZONING AND DEVELOPMENT REGULATIONS;*
- 3. PROTECT THE ENVIRONMENT BY AFFORDING OPPORTUNITIES AND INCENTIVES FOR THE PRESERVATION OF ENVIRONMENTALLY SENSITIVE AND IMPORTANT NATURAL OR HISTORIC AREAS;*
- 4. PROMOTE THE MEANINGFUL INTEGRATION OF COMMON OPEN AREA NETWORKS AND DEVELOPED RECREATION AREAS;*
- 5. PROMOTE FURTHER CREATIVITY IN DEVELOPMENT LAYOUT, DESIGN AND CONSTRUCTION;*
- 6. ENCOURAGE DEVELOPMENT TO OCCUR IN ACCORDANCE WITH THE COORDINATED AND PLANNED EXTENSION OF EXISTING AND PROGRAMMED COMMUNITY FACILITIES AND INFRASTRUCTURE; AND*
- 7. WHILE THE PUD MAY PERMIT DEVELOPMENT OF LAND IN A WAY WHICH MIGHT NOT BE PERMITTED UNDER TRADITIONAL ZONING REGULATIONS, THE PUD IS NOT INTENDED TO MODIFY OR IN ANY WAY ALTER OR REDUCE THE REQUIREMENTS OF ANY BUILDING AND/OR ZONING CODE REQUIREMENTS, UNLESS COMMENSURATE BENEFITS TO THE COMMUNITY ARE PROVIDED AS PART OF THE PUD PLAN AND ALTERNATIVE PROTECTIONS ARE PROVIDED."*

AND PER SECTION 24.663

THE CITY COUNCIL MAY AUTHORIZE, BY ITS APPROVAL OF A PRELIMINARY PLANNED UNIT DEVELOPMENT PLAN, A MIX OF LAND USES, AS WELL AS VARIATIONS IN DENSITY, SETBACK, HEIGHT, LOT SIZE, LOT COVERAGE, OPEN SPACE, STREET WIDTH, PARKING AND LANDSCAPING. ANY SUCH VARIATIONS GRANTED BY THE CITY COUNCIL SHALL BE BASED UPON THE FINDINGS BY THE COUNCIL THAT THE PUD PLAN:

- 1. PROVIDES AN INNOVATIVE DESIGN WHICH WOULD BE EQUAL TO OR BETTER THAN DEVELOPMENT WHICH WOULD OCCUR UNDER BASE STANDARD ZONING DISTRICT REQUIREMENTS;*
- 2. ACCOMPLISHES SPECIFIC GOALS AND OBJECTIVES OF THE LAND USE CHAPTER OF THE CITY'S COMPREHENSIVE PLAN;*
- 3. INCLUDES LAND USES WHICH ARE REQUIRED TO BE IN A PUD;*
- 4. MEETS THE OVERALL INTENT OF THIS CODE; OR*
- 5. PROVIDES EQUIVALENT SITE DESIGN TRADE-OFFS FOR THE EXCEPTIONS GRANTED (I.E., MORE OPEN SPACE FOR HIGHER DENSITY, ETC.).*

FOLLOWING THE INTENT OF THE CITY CODE INTENT, THE GOALS OF THE CACHE COMMUNITY WILL ALIGN WITH THOSE PRINCIPLES BY:

1. ENCOURAGING INNOVATION THROUGH FLEXIBILITY IN SITE DESIGN WITH RESPECT TO BUILDING SPACING, SETBACKS, HEIGHTS AND DENSITY OF BUILDINGS, OPEN SPACE, AND PARKING;
2. PROMOTE THE IMPLEMENTATION OF THE CITY'S COMPREHENSIVE PLAN, AND LONGRANGE PLANNING FOR THE AREA;
3. PROPOSE A VARIETY OF CREATIVE SOLUTIONS TO PROJECT DESIGN THAT MAY NOT BE POSSIBLE THROUGH THE APPLICATION OF THE LOCAL ZONING ORDINANCE AND SUBDIVISION REGULATIONS;
4. ENCOURAGING A MIXED-USE, MASTER PLANNED COMMUNITY PROVIDING FOR RESIDENTIAL, RECREATIONAL, COMMERCIAL, AND MIXED USES ALIGNING WITH THE GREELEY COMPREHENSIVE PLAN;
5. ENCOURAGING INNOVATIONS IN LAND USE THAT RESULT IN THE AVAILABILITY OF ATTRACTIVE DEVELOPMENT OPPORTUNITIES DRIVEN BY CURRENT MARKET TRENDS;
6. PROMOTING MORE EFFICIENT USE OF LAND AND ENERGY THROUGH REASONABLE INFRASTRUCTURE DESIGN AND IMPLEMENTATION;
7. RESPECT AND INCORPORATE THE UNIQUE PHYSICAL FEATURES OF THE SITE;
8. CREATING DEVELOPMENT PATTERNS AND PROJECT DESIGN THAT FURTHER THE GOALS AND POLICIES OF THE CITY OF GREELEY;
9. PROVIDING APPROPRIATE TRANSITIONS BETWEEN LAND USES AND ADJACENT PROPERTIES WHILE ENCOURAGING AN OVERALL COMMUNITY FOCUS;
10. PROVIDING FLEXIBILITY FOR BOTH LAND USE TYPE AND DENSITY TO BE TRANSFERRED BETWEEN PARCELS, RESPONDING BETTER TO THE NEEDS OF THE CHANGING MARKET CONDITIONS OVER A LONG PERIOD OF TIME;
11. ENCOURAGE FLEXIBILITY IN THE DESIGN OF STREETS TO ALLOW DEPARTURE FROM STRICT ENFORCEMENT OF PRESENT CODES REGARDING DESIGN STANDARDS, STREET WIDTHS, DRAINAGE, CURB AND GUTTERS, STREET LIGHTING, LANDSCAPING, UTILITIES, AND SIMILAR ASPECTS; AND
12. PROVIDE A COMMUNITY AMENITY IN THE FORM OF NEIGHBORHOOD PARKS AND OPEN SPACE, WITH REQUIRED CONNECTION TO THE CACHE LA POUDRE REGIONAL TRAIL SYSTEM.

UPON COMPLETION, THE PUD WILL PROVIDE A MORE APPEALING RESIDENTIAL AND PEDESTRIAN FRIENDLY COMMUNITY THAN WOULD OTHERWISE BE ATTAINABLE UNDER CONVENTIONAL PRACTICES AND REGULATIONS. THEREFORE, FLEXIBILITY IN THE DESIGN HELPS TO PROVIDE A MORE INNOVATIVE AND LIVABLE COMMUNITY, WHICH IS POSITIVE FOR FUTURE RESIDENTS. THIS MORE EFFICIENT DESIGN WITHIN THE CACHE COMMUNITY WILL ALLOW FOR UNIQUELY POSITIONED AREAS OF NATURAL OPEN SPACE (30% OF TOTAL SITE AREA), WHICH WILL ENABLE THE COMMUNITY ENGAGEMENT AND PROTECTION OF MORE AREAS OF THE NATURAL ENVIRONMENT.

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SHEET: 17	CONCEPTUAL NON-POTABLE WATER PLAN

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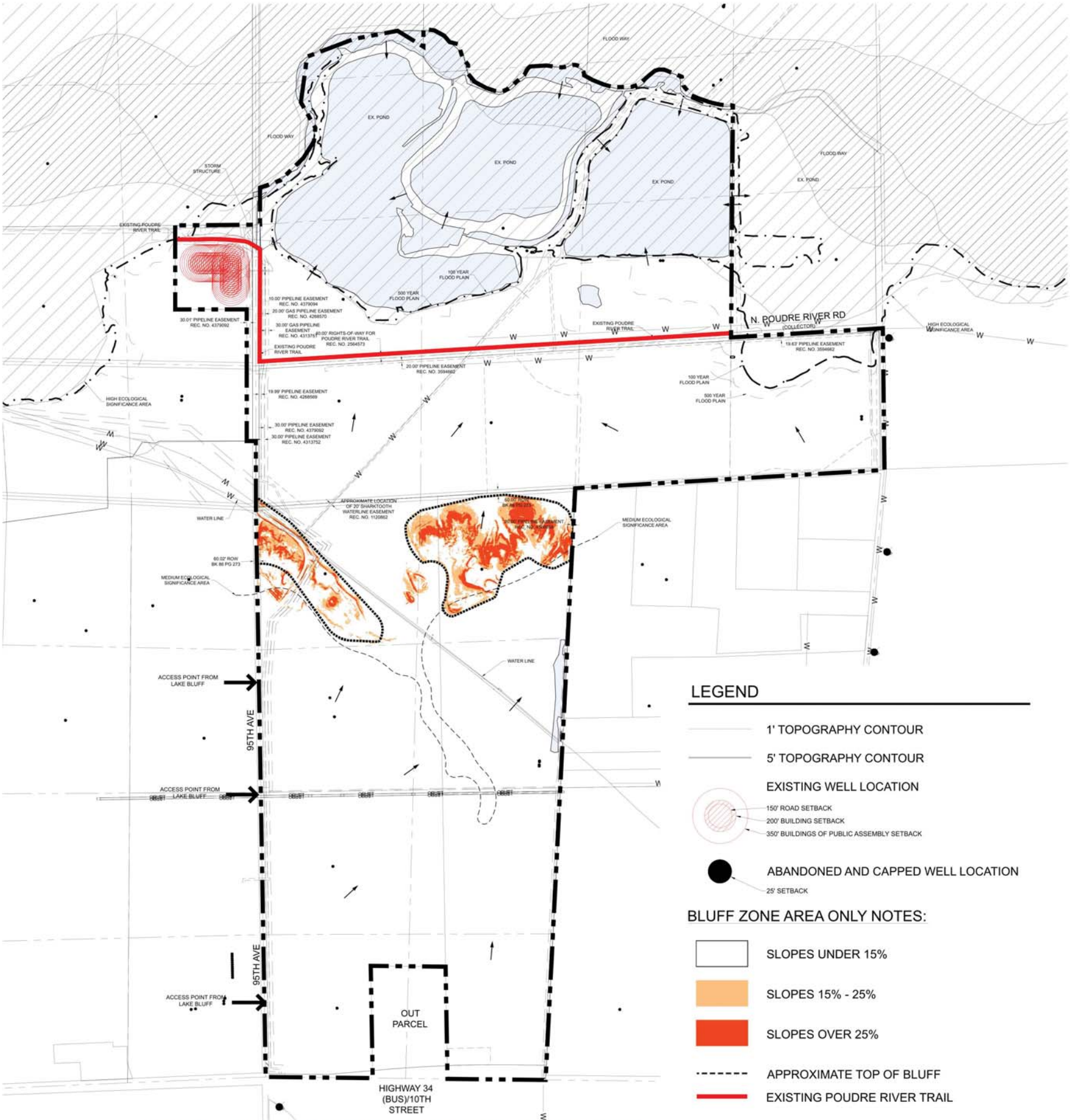
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CONSTR THE C **Item No. 13.** **OPPORTUNITIES** NITY HAS MANY OPPORTUNITIES AND SOME CONSTRAINTS REGARDING DEVELOPMENT. THESE HAVE BEEN CAREFULLY ANALYZED AND THE APPLICANT HAS DETERMINED IT IS WELL SITUATED FOR EXTENSION OF INFRASTRUCTURE AND IS A NATURAL EXPANSION TO THE WEST SIDE OF GREELEY. THE CACHE COMMUNITY METROPOLITAN DISTRICT, BEING FORMED IN CONJUNCTION WITH THIS APPLICATION, WILL CONTAIN ALL THE LAND WITHIN THE PROJECT. THE DISTRICT WILL ALSO BE THE FINANCING MECHANISM FOR EXTENDING THE INFRASTRUCTURE TO THE SITE. THE NORTHERN BOUNDARY OF THE PROPERTY IS DEFINED BY FLOODPLAIN AREAS AND THEN NORTH OF THAT AREA IS THE POUDRE RIVER. THIS AREA IS PROJECTED TO BE OPEN SPACE AND INCLUDE BOTH PRIVATE AND PUBLIC TRAIL SYSTEMS WITH A CONNECTION TO THE CACHE LA POUDRE RIVER TRAIL.

EXISTING SLOPE:
THE CACHE PROPERTY HAS SOME GENTLE SLOPE AREAS AND OTHER PORTIONS OF THE SITE HAVE SOME STEEPER TOPOGRAPHY. THE SLOPE MAP DEPICTS SLOPES AS DEFINED WITHIN THE GENERAL PROVISIONS OF THIS PUD AND IS BASED UPON SURVEYED USGS TOPOGRAPHY.

ROADWAY NETWORKS ARE DEPICTED WITHIN THIS PUD AND SUPPORTING REPORTS. ONE CONSTRAINT THAT CHALLENGES DIRECT CONNECTION OF 89TH AVENUE FROM 4TH STREET TO POUDRE RIVER ROAD ARE THE STEEPER GRADES TO THE SOUTH OF POUDRE RIVER ROAD. ADDITIONALLY, THE EASTERN EDGE AT THIS SAME LOCATION IS CURRENTLY LARGER LOTS AND DOES NOT SUPPORT THE EXTENSION OF THE ROADWAY. THIS PUD PROPOSES THE TERMINATION OF 89TH AVENUE AT 4TH STREET AND THE LOCAL ROADWAYS TO PROVIDE THE MULTIMODAL TRANSPORTATION WITHIN THIS AREA. THIS WILL GENERALLY PRESERVE THE NATURAL AREAS OF THE SITE AND REDUCES THE PARTIALLY CONSTRUCTED COLLECTOR ROADWAY ALONG THE PROPERTY LINE AND PROVIDE A MORE UNIFORM NETWORK.



EXISTING CONDITIONS/SITE ANALYSIS

THE CACHE

PROPOSED PLAN APPROACH
THE PROJECT WILL ENHANCE AND INTEGRATE INTO THE CITY OF GREELEY. THIS SUBMITTAL INCLUDES GENERAL DEVELOPMENT STANDARDS AND PROVISIONS AND SETS THE CORNERSTONES FOR A VIBRANT COMMUNITY WITHIN THE CITY OF GREELEY. THE ACREAGE, PROPOSED USES, RESIDENTIAL DENSITIES, AND FLOOR AREA RATIOS (FARS) HAVE BEEN IDENTIFIED FOR EACH PLANNING AREA AS DEPICTED ON THE PRELIMINARY PUD SITE MASTER PLAN. THIS PLAN HAS BEEN DESIGNED TO PROMOTE CREATIVITY AND FLEXIBILITY FOR THE OVERALL CACHE COMMUNITY AND ALSO PROVIDING DENSITY TRANSITIONS FROM THE MIXED USE/COMMERCIAL AREAS ALONG 10TH STREET TO THE NORTH WHERE TOPOGRAPHY, FLOODPLAINS AND OPEN SPACE AREAS WILL EXIST. THE OPEN SPACE AND TRAIL SYSTEM WILL BE THE BACKBONE OF THE COMMUNITY.

SCHOOL LAND DEDICATION
THE APPLICANT IS COMMITTING TO A 12-15 ACRE SCHOOL SITE AS SHOWN ON PLAN. THIS COMMITMENT WILL BE DONE BY SEPARATE AGREEMENT WITH THE DISTRICT AND WILL BE DEPENDENT UPON THE PROJECT DEVELOPING AS TRADITIONAL (FAMILIES WITH CHILDREN) RESIDENTIAL NEIGHBORHOOD AND ANY DEFICIENCIES BETWEEN THE FINAL COMMITMENT AND TOTAL NUMBER OF UNITS WILL BE PAID BY CASH IN LIEU. NO DEDICATION WILL OCCUR IF THE PROJECT IS AGE TARGETED (ONE/TWO PERSONS 55+ WITH NO STUDENTS).

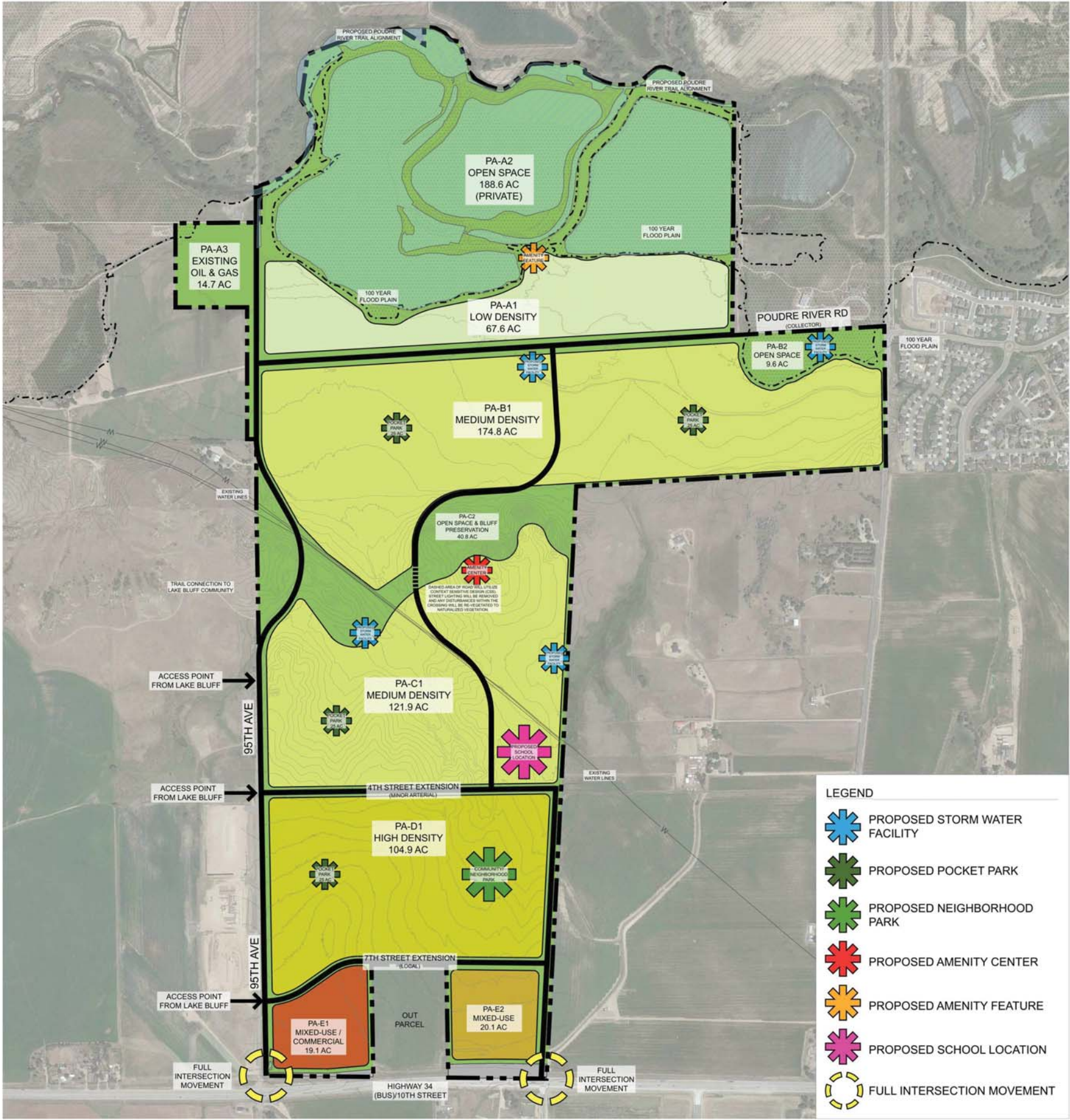
COMMUNITY/NEIGHBORHOOD PARK DEDICATION
THE APPLICANT IS COMMITTING TO THE MINIMUM PARK SIZE OF 10 ACRES AND GENERAL LOCATION AS SHOWN IN THE PLAN. THE PARK SITE ALONG WITH ALL OTHER OPEN SPACES, AMENITIES AND BUFFERS PROVIDES A HOLISTIC CONCEPT FOR THE NATURAL AND FORMAL ENGAGEMENT OF THE RESIDENTS TO THESE AREAS AND ALIGNS WITH THE OVERALL GOALS OF THE CITY. ALSO, THE PROJECT VIA THE METROPOLITAN DISTRICT OR DEVELOPER IS PROPOSING CONSTRUCTION OF THE PARK IN ORDER TO PROVIDE A COMPLETE COMMUNITY ELEMENT AS THE PROJECT DEVELOPS. THIS CONSTRUCTION CONTRIBUTION WILL BE OFFSET AGAINST THE TOTAL PARK DEDICATION REQUIRED AND ANY DEFICIENCIES BETWEEN THE FINAL UNIT COUNT AND DEDICATIONS WILL BE PAID FOR BY CASH IN LIEU. THE PARK WILL BE BUILT TO THE CITY STANDARDS AND DEDICATED TO THE CITY FOR FINAL OWNERSHIP AND MAINTENANCE.

LAND USE CHART - PRELIMINARY PUD SITE MASTER PLAN SUBMITTAL				
PARCEL (1)	ARCEAGE (+/-)	CALCULATED DENSITY (DU/AC)	MAX. UNIT CAP	% OF SITE
PA-A1 - LDR - LOW DENSITY RESIDENTIAL	67.6	1.5	101	8.9%
PA-B1 - MDR - MEDIUM DENSITY RESIDENTIAL	174.8	5	874	22.9%
PA-C1 - MDR - MEDIUM DENSITY RESIDENTIAL	121.9	6.84	833	16.0%
SUB-TOTAL OF SINGLE FAMILY ATTACHED/DETACHED PARCELS	364.3			47.8%
PA-D1 - HDR - HIGH DENSITY RESIDENTIAL	104.9	10	1049	13.8%
SUB-TOTAL OF HIGH DENSITY RESIDENTIAL PARCELS	104.9			13.8%
PA-E1 - MUC - MIXED USE/COMMERCIAL	19.1	20	382	2.5%
PA-E2 - MUC - MIXED USE	20.1	25	502	2.6%
SUB-TOTAL OF MIXED-USE/COMMERCIAL PARCELS	39.2			5.1%
SUB-TOTAL	508.4		3741	66.7%
PA-A2 - OPEN SPACE	188.6			24.7%
PA-B2 - OPEN SPACE	9.6			1.3%
PA-C2 - OPEN SPACE AND BLUFF PRESERVATION	40.8			5.4%
NOTE: (1)				
(1) ALL PARCELS ALLOW SMALL LOT RESIDENTIAL, SEE PAGE 7.				
(2) PARKS AND DETENTION AREAS ARE NOT INCLUDED ABOVE AND WILL MEET MINIMUM OPEN SPACE REQUIREMENTS.				
SUB-TOTAL OF OPEN SPACE PARCELS	239			31.4%
PA-A4 EXISTING OIL AND GAS	14.7			1.9%
SITE TOTAL ACREAGE LESS RIGHT-OF-WAY	762.1*			100.0%
*TOTAL SITE IS 788 ACRES. THIS TOTAL INCLUDES ALL EXISTING RIGHT-OF-WAYS. FOR PURPOSES OF CALCULATING DENSITY PER CITY ORDINANCE 25.9 ACRES HAS BEEN EXCLUDED.				

DENSITY CALCULATIONS	
TOTAL MAXIMUM UNIT COUNT	3741
TOTAL SITE ACREAGE	762.1
OVERALL RESIDENTIAL DENSITY	4.91

OPEN SPACE CALCULATIONS	
OPEN SPACE ACREAGE	239
MINIMUM PARKS ACREAGE TO MEET REQUIREMENT	0
TOTAL RESIDENTIAL ACREAGE	508.4
PERCENT OPEN SPACE OF RESIDENTIAL PARCELS	47.0%
PERCENT OPEN SPACE OF OVERALL PROJECT	31.4% *

*ALL OPEN SPACE GREATER THAN 30% AND TRAIL CORRIDORS SHALL BE CREDITED TOWARDS PARKS DEDICATION REQUIREMENTS.



PRELIMINARY PUD SITE MASTER PLAN

THE CACHE

1. **DEVELOPMENT STANDARDS, REGULATIONS AND PROVISIONS OF THE CACHE COMMUNITY**
THE CACHE COMMUNITY WILL CONFORM TO THE CITY OF GREELEY APPROVED ORDINANCE AS AMENDED. **Item No. 13.** THE CITY OF GREELEY APPROVED ORDINANCE OF PLATTING AND BUILDING PERMIT APPLICATION, EXCEPT AS EXPRESSLY PROVIDED IN THIS PUD. THE DEVELOPMENT STANDARDS AND DETAILS OF THIS PUD (ALL NARRATIVE AND EXHIBITS) WILL GOVERN THE DEVELOPMENT OF THIS COMMUNITY IN PERPETUITY AND WILL SUPERSEDE CITY ZONING REQUIREMENTS; EXCEPT WHERE CERTAIN ASPECTS OF THE PUD DO NOT SPECIFICALLY ADDRESS DEVELOPMENT STANDARDS OR ZONING ITEMS THEN CITY OF GREELEY CODE AS AMENDED, SHALL PREVAIL AND GOVERN THIS PROJECT. THIS PUD ALLOWS THE FLEXIBILITY TO MIX THE VARIOUS LAND USES AND DEFINE BOUNDARIES DURING THE PLATTING PROCESS. EACH PLAT OR SITE PLAN SUBMITTED TO THE CITY WILL IDENTIFY THE USE AT THE TIME OF SUBMITTAL. ALL PARCELS WITHIN THE PUD WILL COMPLY WITH THE DEVELOPMENT STANDARDS OF THIS PUD.

2. **TIME LIMIT FOR VALIDITY OF PRELIMINARY PUD/PLAN**
THE CACHE COMMUNITY REQUESTS THE FOLLOWING TIME LIMITS FOR THE PUD APPROVAL. APPROVAL OF A PRELIMINARY PUD/PLAN SHALL BE VALID FOR A PERIOD OF THREE (3) YEARS FROM THE DATE OF RECORDING OF THIS DOCUMENT. WITHIN THIS THREE-YEAR PERIOD, THE APPLICANT SHALL FILE A FINAL PLAN WITH THE COMMUNITY DEVELOPMENT DEPARTMENT. UPON WRITTEN APPLICATION, AND FOR GOOD CAUSE, THE COMMUNITY DEVELOPMENT DIRECTOR SHALL EXTEND THE PRELIMINARY APPROVAL PERIOD FOR TWO (2) CONSECUTIVE SIX-MONTH PERIODS. ANY ADDITIONAL SIX-MONTH EXTENSIONS MAY BE APPROVED, IF AT ALL, BY THE CITY COUNCIL. A REQUEST FOR EXTENSION OF PRELIMINARY APPROVAL MUST BE SUBMITTED BY THE DEVELOPER PRIOR TO THE DATE OF EXPIRATION. FAILURE TO SUBMIT A WRITTEN REQUEST WITHIN THE SPECIFIED TIME PERIOD SHALL CAUSE FORFEITURE OF THE RIGHT TO EXTEND THE PRELIMINARY PUD APPROVAL. IF NO FINAL PLAN OR PLAT IS FILED WITH THE COMMUNITY DEVELOPMENT DEPARTMENT WITHIN SUCH TIME, THE APPROVED PRELIMINARY PUD/PLAN SHALL BE CONSIDERED NULL AND VOID. THE CITY COUNCIL MAY HOLD A PUBLIC HEARING TO REZONE THE PROPERTY OR MAY LEAVE THE PROPERTY WITH AN EXPIRED PUD; HOWEVER, BEFORE ANY DEVELOPMENT OF SUCH PARCEL MAY PROCEED, A NEW PUD PLAN OR REZONE MUST BE APPROVED BY CITY COUNCIL AND BE RESUBMITTED AS A NEW PROPOSAL UNDER THE PROVISIONS OF THIS CHAPTER. IN THE EVENT THAT THE FINAL PLAN/PLAT COVERS ONLY A PORTION OF THE TERRITORY COVERED BY THE PRELIMINARY PUD/PLAN, SUCH APPROVAL OF THE PRELIMINARY PUD/PLAN SHALL BE AUTOMATICALLY RENEWED FOR ADDITIONAL PERIODS OF THREE (3) YEARS FOLLOWING THE APPROVAL OF EACH FINAL PLAN/PLAT. AFTER DENIAL OF A PRELIMINARY PUD PLAN, NO APPLICATION FOR THE SAME OR SUBSTANTIALLY SIMILAR REQUEST SHALL BE MADE FOR TWELVE (12) CONSECUTIVE MONTHS IMMEDIATELY FOLLOWING THE DENIAL.

3. **PARCEL BOUNDARIES AND FLEXIBILITY OF PARCEL ACREAGES**
BOUNDARIES FOR EACH PLANNING AREA ARE SHOWN ON THE PUD MASTER PLAN EXHIBIT. THE PARCEL BOUNDARIES, LAND USES, AND ARRANGEMENT ARE GENERALLY SHOWN AND WILL BE MODIFIED AS MORE FINAL DESIGNS AND ENGINEERING IS COMPLETED. ANY CHANGES OR MODIFICATIONS TO THESE BOUNDARIES AND THE STREETS ARE PERMITTED AND WILL OCCUR AS NEEDED. THE FINAL PARCEL BOUNDARIES WILL BE DETERMINED AT TIME OF THE FINAL PUD, SITE PLAN OR PLAT. THESE FINAL BOUNDARIES AND CHANGES FROM THE PUD MASTER PLAN WILL BE COMPLETED WITHOUT ANY AMENDMENT TO THE PUD IF LESS THAN A 30% CHANGE FROM THE TOTAL ACREAGE OF THE PLANNING AREA.

4. **DENSITY TRANSFERS BETWEEN LAND USE PARCELS**

RESIDENTIAL AREAS:
THE CACHE COMMUNITY WILL INCLUDE A VARIETY OF RESIDENTIAL PRODUCT TYPES AND SIZES FROM DETACHED SINGLE-FAMILY HOMES TO MULTI-FAMILY. THE TOTAL NUMBER OF MAXIMUM RESIDENTIAL UNITS APPROVED WITHIN ALL PARCELS SHALL NOT BE EXCEEDED. THE TOTAL NUMBER OF UNITS DEVELOPED IN A LAND USE PARCEL MAY BE LESS THAN THE NUMBER ESTABLISHED ON THE PLANNED UNIT DEVELOPMENT MASTER PLAN. IF ALL UNITS ARE NOT UTILIZED FOR A PARTICULAR PARCEL, THE UNITS MAY BE TRANSFERRED TO OTHER PARCELS. FOR PARCELS THAT ARE COMMERCIAL/MIXED USE, DWELLING UNITS MAY BE TRANSFERRED IN UP TO A MAXIMUM DENSITY OF 25 DU/AC. THIS INCREASE IN THE NUMBER OF PERMITTED UNITS WITHIN THE COMMERCIAL/MIXED USE AREA MAY BE ACCOMPLISHED THROUGH THE CITY ADMINISTRATIVELY.

NON-RESIDENTIAL AREAS:
THE CACHE COMMUNITY WILL INCLUDE NON-RESIDENTIAL USES SUCH AS RETAIL, COMMERCIAL, RESTAURANTS, ENTERTAINMENT, OFFICE, AND WORSHIP. THE NON-RESIDENTIAL USES HAVE BEEN GROUPED INTO ONE NON-RESIDENTIAL CATEGORY, COMMERCIAL/MIXED USE, FOR THE PURPOSE OF DEFINING DEVELOPMENT STANDARDS. A MAXIMUM OF 30,000 SQUARE FEET OF NON-RESIDENTIAL BUILDING SPACE WILL BE DEVELOPED WITHIN THE CACHE COMMUNITY.

5. **PARKS AND OPEN SPACE**
OPEN SPACE WITHIN THE CACHE COMMUNITY WILL CREATE A NETWORK OF TRAILS AND PARKS THAT CREATES DISTINCT NEIGHBORHOODS AND PROVIDES PEDESTRIAN WALKWAYS THROUGHOUT THE COMMUNITY. PER CITY CODE, THE OPEN SPACE REQUIREMENT IS 30% OF THE TOTAL GROSS ACREAGE OF THE ENTIRE PROPERTY AND WILL BE PROVIDED AS DEFINED PER CITY CODE AS AMENDED. ALL OPEN SPACE GREATER THAN 30% AND TRAIL CORRIDORS SHALL BE CREDITED TOWARDS PARK DEDICATION REQUIREMENTS. EXACT LOCATIONS OF PARKS, TRAILS, AND OPEN SPACE HAS NOT YET BEEN DETERMINED AS FINAL DESIGN AND ENGINEERING WILL IMPACT THOSE LOCATIONS. OPEN SPACE WITHIN THE CACHE COMMUNITY WILL BE BOTH PUBLIC AND PRIVATE OPEN SPACE AND WILL BE MAINTAINED BY EITHER AN HOA (HOMEOWNERS ASSOCIATION) OR THE METRO DISTRICT. SOME PARCELS OR PHASES MAY HAVE LESS THAN 30% OF THE GROSS AREA IN OPEN SPACE AS LONG AS THE TOTAL PROPERTY ACHIEVES THE REQUIRED AMOUNT FOR THE TOTAL PROJECT. CITY CODE REQUIREMENTS SHALL APPLY EXCEPT AS MODIFIED BELOW:

- PLAYGROUNDS WITH COMMERCIAL GRADE EQUIPMENT, PICNIC/BARBEQUE AREAS WITH COMMERCIAL GRADE EQUIPMENT, OR COURT GAMES (TENNIS, VOLLEYBALL OR BASKETBALL COURTS) AT LEAST EIGHT HUNDRED (800) SQUARE FEET IN SIZE SHALL COUNT AS ONE (1) RECREATIONAL AMENITY.
- ONE HUNDRED PERCENT (100%) CREDIT SHALL BE GIVEN FOR EXISTING PONDS (PA-A2 NORTH PART OF THE SITE), HUMAN-MADE DETENTION/RETENTION PONDS AND NATURAL POND AREAS AND ALL FEATURES SHALL BE COUNTED AS USABLE OPEN SPACE.
- ONE HUNDRED PERCENT (100%) OF STEEP SLOPES OVER 15% AND SPECIFICALLY THE BLUFF AREAS SHALL COUNT TOWARDS USABLE OPEN SPACE
- CREDIT MAY BE PROVIDED FOR OTHER FEATURES NOT INCLUDED WITHIN THIS LIST. SUCH CREDIT SHALL BE BASED ON THE DETERMINATION OF THE COMMUNITY DEVELOPMENT DIRECTOR, BASED ON A REVIEW OF THE LOCATION, EXTENT, BUILDING FORM, DESIRABILITY FOR FUTURE RESIDENTS AND VARIETY OF AMENITIES PROPOSED, AND WHOSE FINAL DECISION MAY ALSO BE APPEALED TO THE PLANNING COMMISSION.

6. **ROADWAY DESIGN**
THE ROADWAYS SHALL COMPLY WITH THE CITY'S 2015 DESIGN CRITERIA AND CONSTRUCTION SPECIFICATION STREET MANUAL VOLUME 1.
REF([HTTP://GREELEYGOV.COM/DOCS/DEFAULT-SOURCE/CONSTRUCTION-STANDARDS/STREETS/STREET-MANUAL-2015.PDF](http://greeleygov.com/docs/default-source/construction-standards/streets/street-manual-2015.pdf))

7. **CONSTRUCTION STANDARDS TO GOVERN THE COMMUNITY**
CONSTRUCTION SHALL COMPLY WITH THOSE APPLICABLE CODES OUTLINED BY THE CITY OF GREELEY AS AMENDED.

8. **HOMEOWNER ASSOCIATIONS OR METROPOLITAN DISTRICT FOR LONG TERM MAINTENANCE OF PRIVATE ELEMENTS**
THE CACHE M.D. HAS BEEN ESTABLISHED FOR LONG-TERM OWNERSHIP AND MAINTENANCE OR A HOMEOWNER ASSOCIATION (HOA) TO BE LATER CONTROLLED AND RUN BY THE PROPERTY OWNERS IN RESIDENTIAL AREAS OF THE COMMUNITY. THE MD OR HOA WILL OVERSEE THE IMPROVEMENT AND MAINTENANCE OF PROPERTIES AND FACILITIES WHICH IT OWNS OR ADMINISTERS. ADDITIONALLY, THE PURPOSES WILL BE TO PROTECT THE INVESTMENT, ENHANCE THE VALUE, AND REGULATE AND GOVERN THE USE OF THE MEMBERS PROPERTIES. ONE OR MULTIPLE MD OR HOA'S MAY BE CREATED FOR THE VARIOUS RESIDENTIAL USES AND THE NON-RESIDENTIAL USES IF NEEDED.

9. **METROPOLITAN DISTRICTS**
THE CACHE METROPOLITAN DISTRICT (MD) FOR THIS PROPERTY HAS BEEN CREATED WHICH AS A QUASI-GOVERNMENTAL AGENCY, SEPARATE FROM THE CITY OF GREELEY YET THE ACTIONS AND FUNCTION ARE SUBJECT TO REVIEW BY THE CITY ONLY AS THEY MAY DEVIATE FROM THE REQUIREMENTS OF THE SERVICE PLAN, CITY CODE, OR THE INTERGOVERNMENTAL AGREEMENT AS AMENDED. IT IS INTENDED THAT THE DISTRICT WILL PROVIDE A PART OR ALL OF THE PUBLIC IMPROVEMENTS FOR THE COMMUNITY AND TAXPAYERS OF THE ENTIRE DISTRICT. THE PRIMARY PURPOSE OF THE DISTRICT WILL BE TO FINANCE THE CONSTRUCTION OF IMPROVEMENTS WITHIN THE DISTRICT BUT WILL ALSO PROVIDE ONGOING OPERATIONS AND MAINTENANCE SERVICES AS SPECIFICALLY SET FORTH IN ITS SERVICE PLAN.

10. **ADMINISTRATIVE PROCESS FOR VARIATIONS AND CHANGES TO PUD MASTER PLAN**
THE PUD MASTER PLAN EXHIBITS AND DRAWINGS ASSOCIATED WITH THIS PUD DEMONSTRATE GENERAL LOCATIONS OF ROADS, LAND USE LOCATIONS, OPEN SPACE AREAS, AND OTHER MASTER PLAN ELEMENTS. THE LINES, NOTES, AND GRAPHICS SHOWN REPRESENT DESIGN CONCEPTS AND IDEAS THAT WILL EVOLVE AND CHANGE UNTIL FINAL BUILDOUT. UNTIL FINAL BUILD OUT OF THIS COMMUNITY, THIS PUD DOCUMENT WITH EXHIBITS WILL SERVE AS THE GUIDING DOCUMENT FOR THE CACHE COMMUNITY. WITH THE APPROVAL OF THIS PUD, SOME FLEXIBILITY WILL BE ALLOWED AS DESCRIBED IN THIS DOCUMENT AS DEFINED IN THIS SECTION.

THEREFORE, THE PROPOSED LAND USE BOUNDARIES, FINAL PARCEL BOUNDARIES (I.E. CONFIGURATIONS AND SHAPES), LOT LINES, ROAD LOCATIONS, SIGNAGE LOCATIONS, OPEN SPACE AREAS AND LOCATIONS, DENSITIES, PARCEL ACREAGES, PARCEL LINES, AND FLOOR AREA RATIOS (FARS) WILL BE ALLOWED TO CHANGE BY UP TO 30% WITHOUT THE NEED TO AMEND THIS PUD. HOWEVER, THE MAXIMUM UNIT COUNTS FOR EACH PARCEL IS SHOWN ON THE LAND USE CHART AND CANNOT BE EXCEEDED. THE GOAL OF ONLY DEFINING THE MAXIMUM UNIT COUNT ON PARCELS IS TO PROMOTE CREATIVITY AND FLEXIBILITY THROUGH THE USE OF DENSITY TRANSFERS WITHIN THE RESIDENTIAL AREAS. RESIDENTIAL UNITS THAT ARE NOT UTILIZED WITHIN A DEFINED PARCEL CAN BE TRANSFERRED INTO OTHER LAND USE PARCELS UP TO THE MAXIMUM ALLOWABLE DENSITY ON THE RECEIVING PARCEL. THERE ARE NO MINIMUM UNIT REQUIREMENTS ON A GIVEN PARCEL. IN NO EVENT WILL A TOTAL ALLOWABLE UNIT BE EXCEEDED AT THE CACHE COMMUNITY WITHOUT AN AMENDMENT OF THE PUD. THE CHANGES AND VARIATIONS CAN BE ADMINISTRATIVELY APPROVED BY THE CITY WITHOUT AMENDING THIS PUD.

11. **DEVELOPMENT IN BLUFF DESIGNATED AREAS**
SOME BLUFF AREA EXISTS IN THE NORTH CENTRAL PART OF THE PROPERTY AS SHOWN ON THE PLAN. MUCH OF THE STEEPER SLOPES WILL BE PRESERVED IN OPEN SPACE AND WILL FOLLOW THE CITY OF GREELEY HILLSIDE DEVELOPMENT STANDARDS AS AMENDED. GRADING MAY ENCROACH INTO THE OPEN SPACE AND PRESERVATION AREAS DESIGNATED ON THE PLAN IN ORDER TO BLEND THE ADJACENT IMPROVEMENTS INTO THE OPEN SPACE AND PRESERVATION AREAS. ANY DISTURBANCE TO THE ADJACENT OPENS SPACE AND PRESERVATION AREAS WILL BE RESTORED TO NATIVE / PREDEVELOPED CONDITIONS.

Item No. 13.	DESIGNATION MATRIX						
	LAND USE/DISTRICTS	LDR	MDR	HDR	MUC	O.S.	PARK
RESIDENTIAL							
SINGLE FAMILY DETACHED UNITS	P	P	P	P	•	•	
SINGLE FAMILY ATTACHED (TOWNHOME, CLUSTER, PATIO HOMES)	P	P	P	P	•	•	
MULTI-FAMILY DWELLING UNITS	•	P	P	P	•	•	
DUPLEXES	P	P	P	P	•	•	
BOARD AND ROOM HOUSES, DORMITORIES, ETC.	•	S	P	P	•	•	
GROUP HOMES	•	S	P	P	•	•	
ASSISTED LIVING FACILITIES	•	P	P	P	•	•	
SKILLED NURSING FACILITIES	•	S	P	P	•	•	
LIVE / WORK UNITS	•	P	P	P	•	•	
ACCESSORY DWELLING UNITS	•	P	P	P	•	•	
FARMING	P	P	P	P	P	P	P
INSTITUTIONAL							
SCHOOLS	P	P	P	P	•	•	
COLLEGES / UNIVERSITIES	•	•	•	P	•	•	
POLICE, FIRE STATIONS, AMBULANCE DISPATCH AND STORAGE	P	P	P	P	•	•	
LIBRARIES, MUSEUMS, PUBLIC OR QUAZI-PUBLIC	P	P	P	P	P	P	P
HOSPITALS OR OTHER PUBLIC HEALTH FACILITIES	•	•	•	P	•	•	
CHURCHES, SYNAGOGUES, PLACES OF WORSHIP	P	P	P	P	•	•	
CHILD CARE, DAY CARE CENTERS, PRESCHOOLS	S	S	P	P	•	•	
REHABILITATION CENTERS	•	•	•	P	•	•	
INTERMEDIATEAND LONG TERM CARE, ASSISTED LIVING UNITS, ETC.	•	S	P	P	•	•	
RECREATION							
OPEN SPACE	P	P	P	P	P	P	P
PARKS (POCKET, NEIGHBORHOOD AND COMMUNITY)	P	P	P	P	P	P	P
SPORTS FIELDS	P	P	P	P	P	P	P
COMMUNITY/NEIGHBORHOOD RECREATION CENTERS/INDOOR FACILITIES	P	P	P	P	P	P	P
COMMUNITY POOL FACILITY (INDOOR / OUTDOOR)	P	P	P	P	P	P	P
INDOOR INTENSIVE (ICE ARENAS, BOWLING, ETC.)	•	•	•	P	•	•	
MEMBERSHIP CLUBS, MARTIAL ARTS STUDIOS	•	•	•	P	•	•	

COMMERCIAL/MIXED USE						
LAND USE/DISTRICTS	LDR	MDR	HDR	MUC	O.S.	PARK
24 HOUR CONVENIENCE RETAIL OPERATION	•	•	•	P	•	•
AUTO USES (2)	•	•	•	P	•	•
BANKS, SAVINGS & LOANS, FINANCIAL INSTITUTIONS, ATM'S, ETC.	•	•	•	P	•	•
BARS, TAVERNS, LOUNGES BREWERIES	•	•	•	P	•	•
BED AND BREAKFASTS	•	•	•	P	•	•
CALL CENTER	•	•	•	P	•	•
CAR WASH OR AUTO DETAILING	•	•	•	P	•	•
CONVENIENCE COMMERCIAL STORES (WITH GAS)	•	•	•	P	•	•
DRY CLEANING	•	•	•	P	•	•
ENTERTAINMENT FACILITIES (INDOOR)	•	•	•	P	•	•
FARMERS MARKET (OUTDOOR)	•	•	•	P	P	P
GASOLINE SERVICE STATION (INCLUDING CAR WASH & CONVENIENCE STORE	•	•	•	P	•	•
GARDENING (COMMUNITY)	P	P	P	P	P	P
GREENHOUSES AND NURSERIES	•	•	•	P	•	P
GROUND FLOOR RETAIL COMMERCIAL WITH MULTI-FAMILY HOUSING ABOVE	•	S	P	P	•	•
HOTEL / MOTEL	•	•	•	P	•	•
LIQUOR STORES	•	•	•	P	•	•
MEDICAL, DENTAL AND SMALL ANIMAL VETERINARY OFFICES	•	•	•	P	•	•
MINI-WAREHOUSE/SELF STORAGE	•	•	•	P	•	•
NEW AND USED CAR SALES AND SERVICES, BOAT AND TRAILER RENTALS/SALES	•	•	•	P	•	•
OFFICES	•	•	•	P	•	•
OIL AND GAS PRODUCTION WELLS INCLUDING STORAGE TANKS AND FLOW LINES	S	S	S	S	S	S
PEDESTRIAN PLAZAS OR PEDESTRIAN MALLS	P	P	P	P	P	P
PERSONAL SERVICE SHOPS (BEAUTY, BARBER, TANNING, NAIL SALONS, SHOES)	•	•	•	P	•	•
PRINTING, COPYING SHOPS, MAIL & OFFICE CENTERS	•	•	•	P	•	•
PRIVATE LODGES AND CLUBS	•	•	•	P	•	•
PUBLIC TRANSPORTATION TERMINALS	•	•	•	P	•	•
RENTAL SERVICE (EQUIPMENT, SMALL TOOLS, SUPPIES, APPLIANCES, ETC.)	•	•	•	P	•	•
RESTAURANTS (CAFES & OTHER EATING ESTABLISHMENTS)	•	•	S	P	•	•
RESTAURANTS (DRIVE-IN, DRIVE-THRU FACILITIES)	•	•	•	P	•	•
RETAIL SALES	•	•	•	P	•	•
SHOWROOM	•	•	•	P	•	•
TEMPORARY CONSTRUCTION OFFICES SUBJECT TO ZONING APPROVAL	P	P	P	P	P	P
TEMPORARY OFFICE SUBJECT TO ZONING APPROVAL	P	P	P	P	P	P
WHOLESALE BUSINESS, STORAGE OR WAREHOUSING	•	•	•	P	•	•
WIRELESS COMMUNICATION FACILITIES	•	•	•	P	•	•
NOTE: ANY USE NOT LISTED IS NOT PERMITTED.						

NOTES:
(2) AUTO USES INCLUDES:
• AUTO RENTALS (MAX. 10 CARS OR VANS)
• CAR & TRUCK WASH (OVER 3 BAYS)
• TOWING SERVICES
• AUTO REPAIR AND SALES

LEGEND
LDR = LOW DENSITY RESIDENTIAL
MDR = MEDIUM DENSITY RESIDENTIAL
HDR = HIGH DENSITY RESIDENTIAL
MUC = MIXED USE/COMMERCIAL
O.S. = OPEN SPACE

LEGEND	
P	PRINCIPAL PERMITTED USE
A	ACCESSORY USE
S	SPECIAL REVIEW
•	EXCLUDED USE

Item No. 13.	E. FAMILY DETACHED RESIDENTIAL		
	L. LAND USE DEVELOPMENT STANDARDS MATRIX		
STANDARDS	LDR	MDR	SLR*
MINIMUM LOT SIZE	4500'	3500'	1200'
MINIMUM LOT FRONTAGE [NOTE 2, 4 & 9]	45'	35'	20'
MINIMUM CORNER LOT FRONTAGE	55'	45'	25'
PARKING REQUIREMENTS	NOTE [1]	NOTE [1]	NOTE [1]
MAXIMUM HEIGHT	30'	30'	30'
LOT COVERAGE	70%	70%	80%
FLOOR AREA MINIMUM	N/A	N/A	N/A
PRIMARY USE			
FRONT SETBACK TO LIVING SPACE [NOTE 2, 4 & 9]	15'	10'	5'
FRONT SETBACK TO GARAGE [NOTE 2, 4 & 9]	20'	20'	[NOTE 12]
FRONT SETBACK TO SIDE LOADED GARAGE	15'	10'	10'
REAR SETBACK - FRONT LOAD [NOTE 9]	15'	15'	5'
REAR SETBACK - ALLEY LOAD GARAGE [NOTE 9]	4'	4'	4'
REAR SETBACK - BLUFFS [NOTE 9]	50'	50'	N/A
SIDE SETBACK MINIMUM [NOTE 3 & 10]	5'	5'	3' [NOTE 10]
SIDE SETBACK WITH ACCESS EASEMENT [NOTE 3 & 10]	0'	0'	0'
SIDE (CORNER) SETBACK [NOTE 9]	10'	10'	5'
SIDE (CORNER) SETBACK TO GARAGE DOOR	18'	18'	N/A
BUILDING SEPARATION [NOTE 10 & 11]	10'	10'	6'
ACCESSORY USE			
FRONT SETBACK	20'	20'	N/A
REAR SETBACK	5'	5'	N/A
REAR SETBACK (ALLEY LOAD GARAGE)	4'	4'	N/A
SIDE SETBACK	5'	3'	N/A
SIDE (CORNER) SETBACK	15'	15'	N/A
MAXIMUM HEIGHT	15'	15'	N/A

MULTI-FAMILY RESIDENTIAL [NOTE 6]			
RESIDENTIAL LAND USE DEVELOPMENT STANDARDS MATRIX			
STANDARDS	MDR	HDR	MUR
MINIMUM LOT SIZE	NONE	NONE	NONE
LOT FRONTAGE	NO MIN	NO MIN	NO MIN
PARKING REQUIREMENTS	[NOTE 1]	[NOTE 1]	[NOTE 1]
MAXIMUM HEIGHT	35'	40'	40'
MAXIMUM NUMBER OF UNITS ATTACHED	16	24	24
PRINCIPAL USE			
SETBACK FROM LOCAL	10'	10'	10'
SEBACK FROM PRIVATE	10'	10'	10'
SETBACK FROM PARKING LOT	10'	10'	10'
SETBACK FROM PROPERTY LINE	10'	10'	10'
BUILDING SEPERATION [NOTE 10 &11]	20'	20'	20'
OPEN PARKING SETBACK FROM R.O.W.	15'	15'	15'
ACCESSORY USE			
SETBACK FROM LOCAL	15'	15'	15'
SETBACK FROM PRIVATE	10'	10'	10'
SETBACK FROM PARKING LOT	5'	5'	5'
SETBACK FROM PROPERTY LINE	20'	20'	20'
BUILDING SEPERATION	10'	10'	10'
MAXIMUM HEIGHT	15'	15'	15'

SINGLE FAMILY ATTACHED RESIDENTIAL (TOWNHOME/DUPLEX) [NOTE 5]			
RESIDENTIAL LAND USE DEVELOPMENT STANDARDS MATRIX			
STANDARDS	MDR	HDR	MU/COM
MINIMUM LOT SIZE	1200 SF	1200 SF	1200 SF
LOT FRONTAGE	20'	20'	20'
CORNER LOT FRONTAGE	30'	30'	30'
PARKING REQUIREMENTS	NOTE [1]	NOTE [1]	NOTE [1]
GUEST PARKING REQUIREMENTS	NOTE [1]	NOTE [1]	NOTE [1]
MAXIMUM HEIGHT	35'	40'	45'
LOT COVERAGE	70%	70%	70%
FLOOR AREA MINIMUM	900 SF	750 SF	500 SF
MAXIMUM NUMBER OF UNITS ATTACHED	16	24	24
PRINCIPAL USE			
FRONT SETBACK TO LIVING SPACE [NOTE 2, 4 & 9]	12'	10'	12'
FRONT SETBACK TO GARAGE [NOTE 2, 4 & 9]	18'	18'	18'
REAR SETBACK [NOTE 9]	10'	10'	10'
REAR SETBACK - ALLEY LOAD GARAGE [NOTE 9]	4'	4'	4'
SIDE SETBACK MINIMUM [NOTE 3 & 10]	5'	5'	5'
SIDE SETBACK WITH EASEMENT [NOTE 3 & 10]	0'	0'	0'
SIDE (CORNER) SETBACK [NOTE 3 & 10]	12'	10'	12'
BUILDING SEPARATION [NOTE 10 & 11]	10'	10'	10'
ACCESSORY USE			
FRONT SETBACK	20'	20'	20'
REAR SETBACK (NO GARAGE)	5'	5'	5'
REAR SETBACK (GARAGE)	4'	4'	4'
SIDE SETBACK	5'	5'	5'
SIDE (CORNER) SETBACK	15'	15'	15'
MAXIMUM HEIGHT	15'	15'	15'

NON-RESIDENTIAL (NOTE 7 AND 8)	
NON-RESIDENTIAL LAND USE DEVELOPMENT STANDARDS MATRIX	
STANDARDS	MUC
MAXIMUM FLOOR AREA RATIO	0.3
UNOBSTRUCTED OPEN SPACE	20%
PARKING	NOTE [1]
PRINCIPAL USE	
SETBACK FROM ARTERIAL R.O.W.	50'
SETBACK FROM COLLECTOR R.O.W.	30'
SETBACK FROM LOCAL R.O.W.	15'
SETBACK FROM PRIVATE	10'
SETBACK FROM PARKING LOT	10'
SETBACK FROM PROPERTY LINE	20'
SETBACK FROM SINGLE FAMILY DETACHED	40'
SETBACK FROM SINGLE FAMILY ATTACHED	20'
SETBACK FROM MULTI-FAMILY	20'
HEIGHT	50'
BUILDING SEPERATION	20'
SURFACE PARKING SETBACK FROM R.O.W.	20'
ACCESSORY USE	
SETBACK FROM COLLECTOR	30'
SETBACK FROM LOCAL	15'
SETBACK FROM PRIVATE	10'
SETBACK FROM PARKING LOT	10'
SETBACK FROM PROPERTY LINE	35'
HEIGHT	25'

LEGEND	
SYMBOL	LAND USE
LDR	LOW DENSITY RESIDENTIAL
MDR	MEDIUM DENSITY RESIDENTIAL
SLR	SMALL LOT RESIDENTIAL
HDR	HIGH DENSITY RESIDENTIAL
MUR	MIXED-USE RESIDENTIAL
MU	MIXED-USE
MU/COM	MIXED-USE/COMMERCIAL

LAND USE DEVELOPMENT STANDARDS NOTES:

1. REQUIRED PARKING SHALL MEET THE CITY OF GREELEY LAND DEVELOPMENT CODE PARKING STANDARDS, AS AMENDED, IF NOT COVERED BY THESE GUIDELINES. SHARED PARKING SHALL BE ALLOWED IN INSTANCES WHERE APPROPRIATE. SEE PARKING SECTION IN THIS DOCUMENT FOR DETAILS.
2. LOT FRONTAGE MEASURED AT THE FRONT YARD SETBACK.
3. A ZERO LOT LINE MAY BE UTILIZED WHEN A MAINTENANCE EASEMENT AND SIDE YARD EASEMENT ARE EXECUTED, SUBJECT TO IBC REQUIREMENTS.
4. LOT FRONTAGE ON A CUL-DE-SAC MAY BE REDUCED BY TEN FEET (10').
5. STANDARDS ARE PROVIDED FOR DUPLEX AND TOWNHOME USES ACCOMMODATING 6 - 10 DU/AC. HIGHER DENSITY APARTMENT AND CONDO PRODUCTS SHALL FOLLOW THE MULTI-FAMILY STANDARDS BELOW.
6. MULTI-FAMILY STANDARDS ARE PROVIDED FOR APARTMENT AND CONDO - UP TO 20 DU/AC. STANDARDS FOR DUPLEX AND TOWNHOME PRODUCT ARE PROVIDED ABOVE WITHIN THE SINGLE FAMILY ATTACHED STANDARDS.
7. NON-RESIDENTIAL PARKING REQUIREMENTS SHALL FOLLOW THE CITY OF GREELEY LAND DEVELOPMENT CODE, AS AMENDED.
8. NON-RESIDENTIAL FAR (FLOOR AREA RATIO) SHALL NOT EXCEED .3.
9. ALL SETBACKS ARE MEASURED FROM RIGHT-OF-WAY OR PROPERTY LINE.
10. ALLOWED SIDE & REAR ENCROACHMENTS: DECKS, STAIRS, COUNTERFORTS & WINDOW WELLS (3') - EAVES & BAY WINDOWS (2') - SIDING & CLADDING (0.5'), EXCEPT FOR SMALL LOT RESIDENTIAL WHERE ENCROACHMENTS ARE ALLOWED WITHIN 1' OF PROPERTY LINE.
11. ALLOWED FRONT ENCROACHMENTS: PORCHES, DECKS & STAIRS (5') - EAVES & BAY WINDOWS (2') - SIDING & CLADDING (0.5').
12. 10' WHEN NO GARAGE, 20' WITH GARAGE.

SITE DEVELOPMENT STANDARDS

THE CACHE

SINGLE-FAMILY DETACHED RESIDENTIAL (LOW, MEDIUM AND HIGH DENSITY)
THE CACHE COMMUNITY SINGLE-FAMILY DETACHED RESIDENTIAL HOMES WILL BE GUIDED BY THESE GENERAL DESIGN AND ARCHITECTURAL STANDARDS TO ENSURE QUALITY AND COMPATIBILITY WITHIN AND THROUGHOUT THE COMMUNITY.

1. HOMES IN THIS DISTRICT SHALL BE STANDARD CONSTRUCTION, SINGLE FAMILY, DETACHED HOMES. HOUSES SHALL BE OF STANDARD WOOD FRAME CONSTRUCTION.
2. **SEE THE RESIDENTIAL LAND USE DEVELOPMENT STANDARDS MATRIX FOR ALL MINIMUM LOTS SIZE, LOT FRONTAGE, PARKING REQUIREMENTS, BUILDING HEIGHTS, FLOOR AREA MINIMUM, AND ACCESSORY USE STANDARDS.**
3. THE ROOFS MUST HAVE A MINIMUM PITCH SLOPE OF 4 ON 12. ALL OTHER ROOFS, ALONG WITH ALL ASPECTS OF ALL EXTERIOR IMPROVEMENTS MADE TO ANY PROPERTY IN THE CACHE COMMUNITY, MUST BE APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE IN WRITING PRIOR TO COMMENCEMENT OF CONSTRUCTION.
4. MINIMUM OF TWO DIFFERENT MATERIALS ON THE FRONT ELEVATION AND ANY ELEVATION VISIBLE FROM A ROAD. OPTIONS INCLUDE BRICK, SIMULATED OR REAL STONE, STUCCO, SIDING OR OTHER APPROPRIATE MATERIALS.
5. MINIMUM OF TWO DIFFERENT COLORS ON EACH HOME AND NO TWO ADJACENT HOUSES MAY SHARE THE SAME COLOR PACKAGE.
6. ONE DETACHED GARAGE APARTMENT AND/OR CARRIAGE HOUSE SECONDARY HOUSE UNIT SHALL BE ALLOWED WITHIN THE SINGLE-FAMILY RESIDENTIAL DISTRICTS AS LONG AS THE STRUCTURE IS NOT TALLER IN HEIGHT THAN THE MAIN DWELLING HOUSE.
7. PERMANENT FOUNDATIONS SHALL BE REQUIRED.

ARCHITECTURAL FEATURES AND OPTIONS
BUILDERS WITHIN THE CACHE COMMUNITY MUST IMPLEMENT NO LESS THAN 2 OF OF THE FOLLOWING ARCHITECTURAL TREATMENTS. THE DRC (DEVELOPMENT REVIEW COMMITTEE) WILL HAVE FINAL APPROVAL.

- MASONRY MAY BE USED AS AN EXCLUSIVE MATERIAL ON THE FRONT ELEVATION AND SHALL WRAP AROUND THE FRONT FAÇADE OF THE HOME BY AT LEAST TWO FEET OR UP TO THE SIDE-YARD FENCE.
- USE OF VARIOUS ARCHITECTURAL STYLES FOR EACH PRODUCT.
- VARYING LOCATIONS AND PROPORTIONS OF FRONT PORCH ON THE SAME BLOCK.
- VARYING LOCATION AND PROPORTIONS OF GARAGE DOORS.
- VARIATIONS IN THE FRONT PLANE AND ROOFLINE.
- USE OF ROOF DORMERS.
- VARIATION OF BUILDING TYPES: RANCH, TWO-STORY AND SPLIT LEVEL.
- WALKOUT BASEMENTS.
- VARIOUS WINDOW SHAPES THAT ARE SUBSTANTIALLY DIFFERENT, INCLUDING BAY WINDOWS.
- WINDOWS WITH GRIDS OR OTHER ENHANCED TREATMENT ON ALL FOUR ELEVATIONS.
- FRONT OR SIDE PORCH W/ A MIN. DEPTH OF 5' AND A MIN. FLOOR AREA OF 50 SF.
- DECORATIVE SHUTTERS ON 80% OF THE STREET-FACING WINDOWS.
- SECOND STORY PORCH, FRONT OR SIDE PORCHES.
- ROOF OVERHANG ON THE FRONT ELEVATION W/DECORATIVE BRACKETS, BEAMS, OR EXPOSED RAFTER ENDS.
- FRONT PORCH LIGHTS.
- MORE THAN ONE TREATMENT FOR THE PREDOMINANT SIDING SUCH AS VINYL, CEDAR, OR OTHER SIDING MATERIAL.
- ROOFS MAY BE ASPHALT, SLATE, CLAY OR CONCRETE TILE, ARCHITECTURAL METAL, OR DIMENSIONAL ASPHALT SHINGLES.

SINGLE-FAMILY ATTACHED RESIDENTIAL (TOWNHOME/DUPLEX OR PAIRED)
THE CACHE COMMUNITY SINGLE-FAMILY ATTACHED (TOWNHOME/DUPLEX) RESIDENTIAL HOMES SHALL BE GUIDED BY THESE GENERAL DESIGN AND ARCHITECTURAL STANDARDS TO ENSURE QUALITY AND COMPATIBILITY WITHIN AND THROUGHOUT THE COMMUNITY.

1. HOMES IN THIS DISTRICT SHALL BE STANDARD CONSTRUCTION, SINGLE-FAMILY ATTACHED (TOWNHOME/DUPLEX) HOMES. HOMES SHALL BE OF STANDARD WOOD FRAME CONSTRUCTION.
2. **SEE THE RESIDENTIAL LAND USE DEVELOPMENT STANDARDS MATRIX FOR ALL MINIMUM LOTS SIZE, LOT FRONTAGE, PARKING REQUIREMENTS, BUILDING HEIGHTS, FLOOR AREA MINIMUM, AND ASSESSOR USE STANDARDS.**
3. THE ROOFS MUST HAVE A MINIMUM PITCH SLOPE OF 4 ON 12. ALL OTHER ROOFS, ALONG WITH ALL ASPECTS OF ALL EXTERIOR IMPROVEMENTS MADE TO ANY PROPERTY IN THE CACHE COMMUNITY, MUST BE APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE IN WRITING PRIOR TO COMMENCEMENT OF CONSTRUCTION.
4. THE PRINCIPAL EXTERIOR ON THE FRONT FAÇADE OF THE HOME FACING THE PUBLIC STREET FOR ALL RESIDENTIAL STRUCTURES SHALL BE AT LEAST 30 PERCENT (30%) MASONRY AND THE OTHER 70 PERCENT (70%) BALANCE OF THE EXTERIOR MAY BE OF FRAME, WOOD, SHINGLES OR OTHER MATERIAL, WHICH MUST BLEND VISUALLY TOGETHER WITH THE MASONRY OR AS APPROVED BY THE ARCHITECTURAL REVIEW COMMITTEE.
5. MINIMUM OF TWO DIFFERENT MATERIALS ON THE FRONT ELEVATION AND ANY ELEVATION VISIBLE FROM A ROAD. OPTIONS INCLUDE BRICK, SIMULATED OR REAL STONE, STUCCO, SIDING OR OTHER APPROPRIATE MATERIALS.
6. PERMANENT FOUNDATIONS SHALL BE REQUIRED.

ARCHITECTURAL FEATURES AND OPTIONS
BUILDERS WITHIN THE CACHE COMMUNITY MUST IMPLEMENT NO LESS THAN 2 OF THE FOLLOWING ARCHITECTURAL TREATMENTS. THE DRC (DEVELOPMENT REVIEW COMMITTEE) WILL HAVE FINAL APPROVAL.

- MASONRY MAY BE USED AS AN EXCLUSIVE MATERIAL ON THE FRONT ELEVATION AND SHALL WRAP AROUND THE FRONT FAÇADE OF THE HOME BY AT LEAST TWO FEET OR UP TO THE SIDE-YARD FENCE.
- USE OF VARIOUS ARCHITECTURAL STYLES FOR EACH PRODUCT.
- VARYING LOCATIONS AND PROPORTIONS OF FRONT PORCH ON THE SAME BLOCK.
- VARYING LOCATION AND PROPORTIONS OF GARAGE DOORS (GARAGES MAY BE REAR-LOADED FOR THE TOWNHOMES).
- VARIATIONS IN THE FRONT PLANE AND ROOFLINE.
- USE OF ROOF DORMERS.
- VARIATION OF BUILDING TYPES: RANCH, TWO-STORY AND SPLIT LEVEL.
- WALKOUT BASEMENTS.
- VARIOUS WINDOW SHAPES THAT ARE SUBSTANTIALLY DIFFERENT, INCLUDING BAY WINDOWS.
- WINDOWS WITH GRIDS OR OTHER ENHANCED TREATMENT ON ALL FOUR ELEVATIONS.
- FRONT OR SIDE PORCH W/ A MIN. DEPTH OF 5' AND A MIN. FLOOR AREA OF 50 SF.
- DECORATIVE SHUTTERS ON 80% OF THE STREET-FACING WINDOWS.
- SECOND STORY PORCH, FRONT OR SIDE PORCHES.
- ROOF OVERHANG ON THE FRONT ELEVATION W/DECORATIVE BRACKETS, BEAMS, OR EXPOSED RAFTER ENDS.
- FRONT PORCH LIGHTS.
- MORE THAN ONE TREATMENT FOR THE PREDOMINANT SIDING SUCH AS VINYL, CEDAR, OR OTHER SIDING MATERIAL.
- ROOFS MAY BE ASPHALT, SLATE, CLAY OR CONCRETE TILE, ARCHITECTURAL METAL, OR DIMENSIONAL ASPHALT SHINGLES.

MULTI-FAMILY RESIDENTIAL
THE CACHE COMMUNITY MULTI-FAMILY BUILDINGS SHALL BE GUIDED BY THESE GENERAL DESIGN AND ARCHITECTURAL STANDARDS TO ENSURE QUALITY AND COMPATIBILITY WITHIN AND THROUGHOUT THE COMMUNITY.

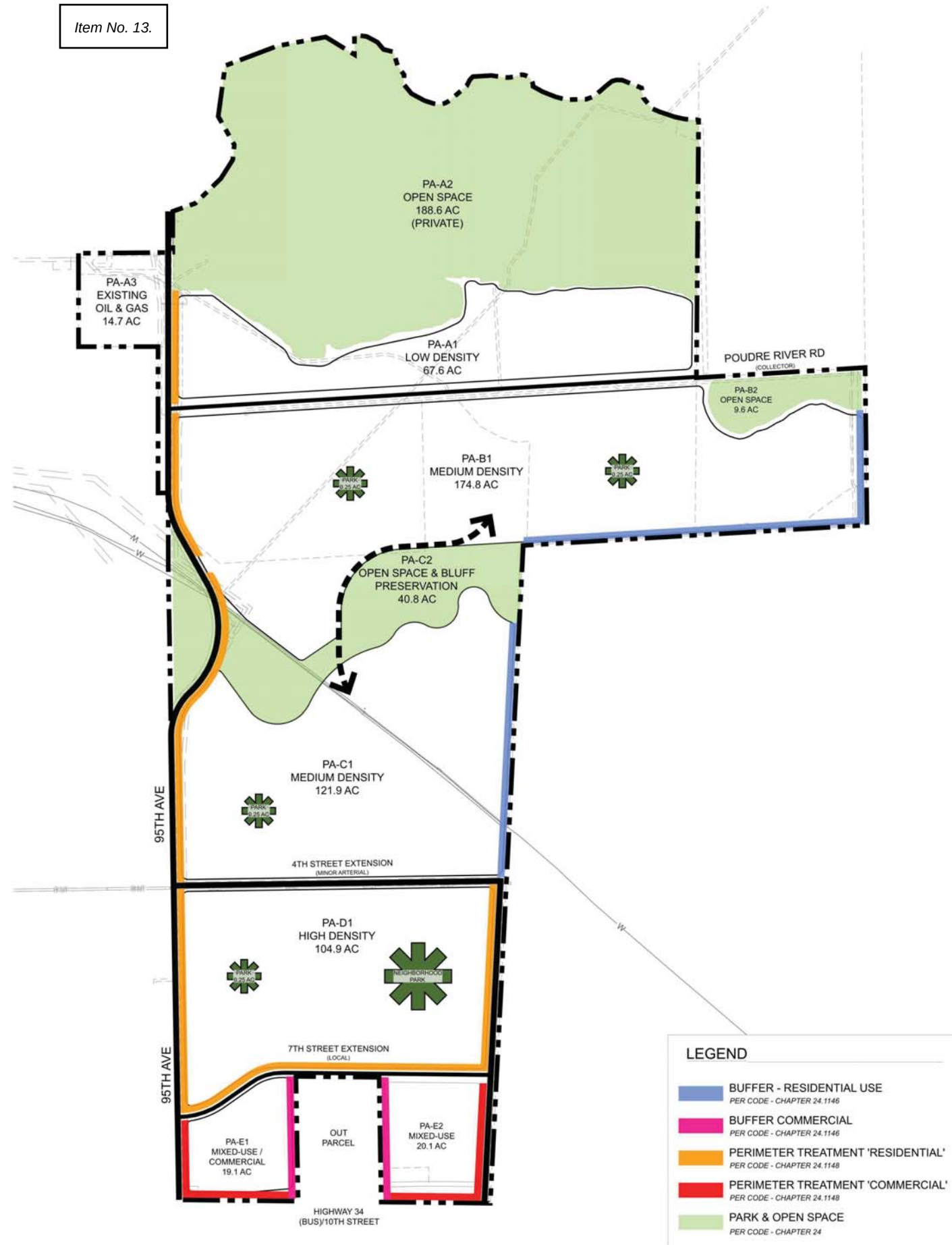
1. **SEE THE RESIDENTIAL LAND USE DEVELOPMENT STANDARDS MATRIX FOR ALL MINIMUM LOTS SIZE, LOT FRONTAGE, PARKING REQUIREMENTS, BUILDING HEIGHTS AND ACCESSORY USE STANDARDS.**
2. MINIMUM OF TWO DIFFERENT MATERIALS ON THE FAÇADE ELEVATIONS VISIBLE FROM A ROAD. OPTIONS INCLUDE BRICK, SIMULATED OR REAL STONE, STUCCO, SIDING OR OTHER APPROPRIATE MATERIALS.
3. COMMON LANDSCAPE AREAS SHALL BE INSTALLED BY THE BUILDER.
4. PERMANENT FOUNDATIONS SHALL BE REQUIRED.

ARCHITECTURAL FEATURES AND OPTIONS
BUILDERS WITHIN THE CACHE COMMUNITY MULTI-FAMILY PARCELS MUST IMPLEMENT NO LESS THAN 2 OF THE FOLLOWING ARCHITECTURAL TREATMENTS. THE DRC (DEVELOPMENT REVIEW COMMITTEE) WILL HAVE FINAL APPROVAL.

- VARIATIONS IN THE FRONT PLANE AND ROOFLINE.
- PORCHES AND BALCONIES FOR AT LEAST 50% OF THE UNITS.
- UTILIZING COVERED PARKING FOR A MINIMUM OF 50% OF THE REQUIRED PARKING.
- AT LEAST TWO (2) DISTINCT ROOF LINES.
- DECORATIVE SHUTTERS ON ALL STREET FACING WINDOWS.
- DECORATIVE MATERIAL TREATMENT ON AT LEAST ONE GABLE END FACING THE STREET.
- REAL OR SIMULATED CHIMNEYS.
- MINIMUM OF TWO (2) PLANES ON REAR AND SIDE ELEVATIONS, EACH PLANE TO HAVE A MIN. 1FT DEPTH VARIATION.
- USE OF ROOF DORMERS.

AMENITY CENTER
THE CACHE AMENITY CENTER WILL BE THE MAIN FOCAL POINT AND CENTER OF COMMUNITY ENGAGEMENT FOR THE PROJECT. MULTIPLE ELEMENTS WILL ORIGINATE FROM THIS CENTRAL FACILITY SUCH AS PEDESTRIAN AND BIKE TRAILS, ROADWAYS, LANDSCAPE TRANSITIONING, MONUMENTATION, LIGHTING AND EXTENSIONS OF THE BUILDING ITSELF. THE DESIGN WILL START WITH SITING THE BUILDING ON THE SOUTHERN HIGH POINT OF THE EASTERN BLUFF AREA(SEE PLAN). THE LOCATION PRESERVES THE NORTH FACE OF THE BLUFF AREA SIMILAR TO AREAS TO THE WEST BUT ALSO STILL PROVIDES COMMANDING 360° VIEWS OF ALL THE PROJECTS NATURAL FEATURES AND ULTIMATELY GREELEY AND COLORADO'S NATURE FEATURES SUCH AS RIVER AND MOUNTAIN VIEWS. THE BUILDING DESIGN WILL INCORPORATE NATURAL OR SIMULATED ELEMENTS TYING INTO THE NATURAL PARK THEME AND ITS RANCHING HISTORY. MATERIAL ELEMENTS INCLUDE STONE, TIMBER, STUCCO, METAL AND THE LIKE. NATURAL BROWN TONE COLORS WILL BE USED WITH MINIMAL ACCENT COLORS FROM A CRAFTSMAN STYLE THEME. THE BUILDING WILL HAVE A LOWER PROFILE FITTING THE RANCH THEME BUT INCORPORATE LIMITED VERTICAL ELEMENTS TO ENHANCE CHANGES IN MATERIALS, VIEWING AREAS AND OR OTHER TRANSITIONAL ELEMENTS. THE SURROUNDING BUILDING LANDSCAPE WILL BE LIMITED TO FORMAL LANDSCAPING IN AREAS DIRECTLY ADJACENT TO ANY LAWN AREAS, PLAY AREAS AND/OR RECREATIONAL AMENITIES. NATURAL LANDSCAPING WILL TRANSITION FROM THESE AREAS INTO THE ADJACENT NEWLY PRESERVED BLUFF AREA. SPECIAL CONSIDERATION WILL BE INCORPORATED INTO THE DESIGN TO REDUCE OR LIMIT THE AREAS THAT DRAIN OFF THE FORMAL AREAS TO LIMIT EROSION OR SECONDARY DISTURBANCE. PARKING AREAS WILL BE LOCATED LOWER AND GENERALLY TO THE SOUTH AND EASTERN AREAS DIRECTLY NEXT TO THE BUILDING TO MINIMIZE FORMAL OR LIGHT INTRUSION TO THE NORTHERN BLUFF AREA. TRAILS WILL ORIGINATE FROM THE FACILITY AND BE COMPRISED OF BOTH CONCRETE, CRUSHER FINES OR NATURAL MATERIALS TO MINIMIZE EROSION AND BLEND INTO THE NATURAL AREAS. LIGHTING SHALL BE LIMITED TO THOSE AREAS NEEDED FOR SAFETY AND GENERAL PATH CONVEYANCE OF PEDESTRIANS BUT NOT BE TALLER THAN THE BUILDING OR BREAK THE VIEW PLANE OF THE BLUFF AREA FROM POUDRE RIVER ROAD. LIGHTING SHALL UTILIZE CUTOFF FIXTURES AND BE TURNED OFF IN NON-OPERATION HOURS UNLESS DICTATED BY SAFETY.

AMENITY FEATURE
THE CACHE AMENITY FEATURE LINKS THE AMENITY CENTER TO THE LAKE AMENITY AREA AND WILL BE THE JUMPING OFF POINT FOR WATER RECREATION OF THE COMMUNITY AND CONNECTION TO BOTH THE POUDRE RIVER TRAIL AND RIVER. THE FACILITY WILL GENERALLY PLAY OFF OF THE AMENITY CENTER REGARDING MATERIALS AND COLORS BUT BE SCALED TO ITS WATER AND LOW-PROFILE ENVIRONMENT BY PROVIDING LIMITED ENCLOSED AREAS AND MORE OPEN-AIR ROOMS. THE FACILITY WILL BE OUTWARDLY FOCUSED TO THE WATER AND LIMIT EXPOSURE TO THE ADJACENT RESIDENTIAL AREAS TO THE EAST AND WEST OF THE FACILITY. THE BUILDING DESIGN WILL INCORPORATE NATURAL OR SIMULATED ELEMENTS SIMILAR TO THE AMENITY CENTER BUT ALSO UTILIZE THOSE ELEMENTS THAT ARE WATER FRIENDLY. MATERIAL ELEMENTS INCLUDE STONE, TIMBER, STUCCO, METAL AND THE LIKE. NATURAL BROWN TONE COLORS WILL BE USED BUT MAY HAVE MORE ACCENT MATERIAL AND/COLORS THAN THE AMENITY CENTER TO INCORPORATE THE RIVER/WATER THEME. THE BUILDING WILL HAVE A PEDESTRIAN PROFILE WITH LIMITED VERTICAL OR TRANSITIONAL ELEMENTS. FORMAL LANDSCAPING WILL BE LIMITED TO MOST LIKELY THE FRONT OR SOUTHERN ENTRANCE OR ADJACENT RECREATIONAL FEATURES OF THE BUILDING. NATURAL LANDSCAPING AND TRANSITIONING WILL FLOW IMMEDIATELY FROM THE WATERFRONT AND EAST AND WEST SIDES OF THE BUILDING. PARKING AREAS WILL BE LOCATED NEAR THE FRONT OR SOUTHERN ENTRANCE OF THE FACILITY. TRAILS WILL FLOW TO AND FROM THE FACILITY AND BE COMPRISED OF BOTH CONCRETE, CRUSHER FINES OR NATURAL MATERIALS TO MINIMIZE EROSION AND BLEND INTO THE NATURAL AREAS. LIGHTING SHALL BE LIMITED TO THOSE AREAS NEEDED FOR SAFETY AND GENERAL PATH CONVEYANCE OF PEDESTRIANS. LIGHTING SHALL UTILIZE CUTOFF FIXTURES AND BE TURNED OFF IN NON-OPERATION HOURS UNLESS DICTATED BY SAFETY.



INTRODUCTION

LANDSCAPE GUIDELINES HAVE BEEN CREATED FOR THE CACHE PROPERTY BASED ON CITY CODE. THESE GUIDELINES SHALL HELP PROMOTE A QUALITY DEVELOPMENT THROUGH THE USE OF LANDSCAPE TREATMENTS THROUGHOUT THE COMMUNITY. THE CACHE PLANTING REQUIREMENTS SHALL ADHERE TO THE CITY OF GREELEY CODE (CHAPTER 24 - LANDSCAPING AND BUFFERING STANDARDS AS AMENDED), OR AS AMENDED WITHIN THIS PUD DOCUMENT. IN GENERAL, THE LANDSCAPE DESIGN, THEME, AND APPROACH WILL IMPLEMENT A CONTEXT SENSITIVE DESIGN SOLUTION AND THE PROPOSED LANDSCAPE WILL RESPECT THE LANDSCAPE VERNACULAR OF THE REGION. THE FOLLOWING DESCRIBES THE DESIGN, THEME, AND OVERALL APPROACH TO THE LANDSCAPE DESIGN.

- USE NATIVE PLANTS AS MUCH AS FEASIBLE AND NON-NATIVE PLANTS THAT ARE DROUGHT TOLERANT AND FIT THIS REGION OF COLORADO (WESTERN HIGH PLAINS);
- PRESERVE AND RESTORE THE NATIVE LANDSCAPE, AS MUCH AS FEASIBLE, ALONG THE BLUFF AREAS AND ON THE NORTHERN PART OF THE SITE;
- UTILIZE "SIGNATURE" TREE AND SHRUB PLANT MATERIALS;
- UTILIZE A WATER CONSERVATION LANDSCAPE APPROACH THAT BALANCES AESTHETICS AND WATER WISE LANDSCAPING. LANDSCAPING WILL BE USED THAT REQUIRES MINIMAL IRRIGATION VERSUS IRRIGATED SOD/TURF AREAS. THE GOAL WILL BE TO MINIMIZE TOTAL WATER USAGE IN THE COMMUNITY WITH THE ADDITIONAL TECHNIQUES AND APPROACH:
 - GROUP PLANTS WITH SIMILAR WATER REQUIREMENTS TO PROMOTE EFFICIENCY OF IRRIGATION;
 - PLANT PALETTE CONSISTING OF LOW WATER USE NATIVE AND NON-NATIVE PLANTS;
 - INFILTRATE RAINWATER RUNOFF INTO THE LANDSCAPE (I.E. RAIN GARDENS) IN COMMON OPEN SPACE AREAS WHERE APPROPRIATE AND IF SOILS ARE APPROPRIATE;
 - UTILIZE DRIP IRRIGATION SYSTEMS WHENEVER FEASIBLE;
 - DESIGN FOR A LOW WATER, LOW-MAINTENANCE LANDSCAPE APPROACH;
- MANICURED LANDSCAPES (I.E. IRRIGATED SOD AND PERENNIALS) SHOULD BE LIMITED TO OUTDOOR LIVING AREAS AND ENTRIES WITHIN THE IMMEDIATE OUTDOORS OF THE HOME OR BUSINESSES; PER NATURAL AREAS AND TRAILS, MANICURED LANDSCAPE IS NOT PERMITTED WITHIN THE VICINITY OF OPEN SPACE AREAS;
- COLORFUL ACCENT NATIVE AND NON-NATIVE PLANTINGS AT KEY VISIBLE AREAS;
- LARGE GROUPINGS OF NATIVE AND ORNAMENTAL GRASSES, SHRUBS, PERENNIALS, WILDFLOWERS, AND GROUND COVERS;
- LOWER DENSITY RESIDENTIAL AREAS WILL UTILIZE A MORE NATURALIZED AND INFORMAL DESIGN;
- STREET TREE PLANTING WILL BE PROVIDED ALONG ALL PUBLIC STREETS TO ENSURE THAT AN APPROPRIATE MIX OF CHARACTER AND SPECIES DIVERSITY;
- UTILIZE LANDSCAPE FABRIC AND MULCHES (WOOD AND ROCK MULCH) TO RETAIN MOISTURE IN THE LANDSCAPE PLANTING AREAS;
- DRIP IRRIGATION WILL BE PROVIDED TO ALL STREET TREES IN TREE LAWNS AND MEDIANS, THAT DO NOT RECEIVE OVERSPRAY FROM TURF GRASS AREAS;
- TREES, SHRUBS, PERENNIALS, ORNAMENTAL GRASSES, GROUND COVERS, AND VINES SHOULD BE MASSED TO DEFINE OUTDOOR SPACES, REINFORCE THE PRIMARY ENTRY AND ENHANCE THE ARCHITECTURAL DESIGN, THE STREET, AND THE NEIGHBORHOOD;
- SEASONAL LANDSCAPE WILL BE UTILIZED TO PROVIDE SEASONAL COLOR AND INTEREST THROUGHOUT THE YEAR WITH THE GOAL OF MAXIMIZING COLOR AND BLOOM COVERAGE THROUGHOUT THE FOUR SEASONS;
- SOILS WILL BE MODIFIED WHEN NECESSARY TO INCREASE MINERAL AND ORGANIC MATTER CONTENT TO DETERMINE PROPER SOIL AMENDMENTS BASED ON RESULTS OF SOIL TEST.
- MASSING OF PLANTS INTO COHESIVE GROUPS IS HIGHLY RECOMMENDED TO PROVIDE STRONG IMAGES OF TEXTURE, COLOR, AND CONTRAST THROUGHOUT THE COMMUNITY;
- PROPOSED WALL DESIGNS WILL UTILIZE STONE, MASONRY OR APPROPRIATE BUILDING MATERIALS; AND
- FENCING WILL BE DESIGNED TO GENERALLY COORDINATE WITH THE ARCHITECTURAL STYLE, COLOR, AND MATERIALS OF THE ARCHITECTURE. MATERIALS WILL BE OF NATURAL TONES AND INCLUDE WOOD, VINYL, MASONRY OR IRON. THE FINISH WILL BE OF SEMI-TRANSPARENT OR SOLID COLOR STAIN, LATEX ACRYLIC STAIN OR SUITABLE OUTDOOR PAINT.

RELATIONSHIP TO THE CITY OF GREELEY CODE

THESE LANDSCAPE GOALS AND GUIDELINES FIT WELL WITH THE CITY OF GREELEY CODE, AS AMENDED, REQUIREMENTS AND WITHIN THE REGIONAL CLIMATE (WESTERN HIGH PLAINS SEMI-ARID). THE GOALS AND GUIDELINES AIM TO UTILIZE RESPONSIBLE IRRIGATION TECHNIQUES, WHICH IS ESSENTIAL FOR SUSTAINABILITY. AS DEFINED IN CITY CODE (CHAPTER 24) THESE LANDSCAPE STANDARDS ARE INTENDED TO ESTABLISH LANDSCAPING REGULATIONS THAT:

- IMPROVE THE AESTHETIC APPEARANCE OF SETBACK AREAS, COMMON OPEN SPACE AREAS, PUBLIC RIGHTS-OF-WAY, AND OFF-STREET VEHICULAR PARKING AREAS;
- PROMOTE COMPATIBILITY BETWEEN LAND USES OF DIFFERENT INTENSITIES;
- PROMOTE THE USE OF GENERALLY ACCEPTED LANDSCAPE DESIGN PRINCIPLES;
- PROTECT PUBLIC HEALTH, SAFETY, AND WELFARE BY MINIMIZING THE IMPACT OF ALL FORMS OF PHYSICAL AND VISUAL POLLUTION, CONTROLLING SOIL EROSION, SCREENING UNSIGHTLY AREAS, PRESERVING THE INTEGRITY OF NEIGHBORHOODS, AND ENHANCING PEDESTRIAN AND VEHICULAR TRAFFIC AND SAFETY;
- PROMOTE WATER CONSERVATION THROUGH THE USE AND INCORPORATION OF LOW WATER ADAPTIVE VEGETATION AND BY USING WATER CONSERVATION PRINCIPLES;
- PROMOTE SHADED, TREE-LINED STREETS WITHIN ALL AREAS OF THE CITY;
- MAINTAIN THE CITY'S STANDING AS A "TREE CITY USA"; AND
- IMPLEMENT COMPREHENSIVE PLAN POLICY OF REDUCING "HEAT ISLANDS."

PRELIMINARY LANDSCAPE MASTER PLAN AND GUIDELINES

THE CACHE

GENERAL THE CA SUMMA

Item No. 13.

ASED ON CITY OF GREELEY CODE

LANDSCAPE GENERAL PROVISIONS UTILIZE THE CITY CODE AS AMENDED, AS THE BASIS OF THE APPROACH AND AS

- LANDSCAPING SHALL BE PROVIDED TO ENHANCE OPEN SPACE, RECREATION AREAS, BUILDING FOUNDATIONS, AREAS OF LOW VISUAL INTEREST, AND SCREEN AND SHADE STREETS AND SIDEWALKS, PARKING, AND LOADING AREAS;
- THE LANDSCAPE PLAN SHALL USE COLORADO NATIVE PLANT SPECIES THAT ARE DROUGHT TOLERANT AND ARE SUITABLE IN THE COLORADO CLIMATE;
- THE LANDSCAPE PLAN SHALL BE DESIGNED IN CONJUNCTION WITH THE DRAINAGE PLAN FOR THE SUBJECT PROPERTY IN SUCH A MANNER AS TO MAXIMIZE STORM WATER RUNOFF ABSORPTION;
- PRIOR TO ISSUANCE OF A CERTIFICATE OF OCCUPANCY, ALL ON-LOT LANDSCAPING AND IRRIGATION SHALL BE INSTALLED, IF REQUIRED PURSUANT TO AN APPROVED LANDSCAPE PLAN;
- COMMON AREA LANDSCAPING AND IRRIGATION SHALL BE INSTALLED AROUND THE PERIMETER OF THE BUILDING ENVELOPE, HALFWAY TO THE ADJACENT BUILDING ENVELOPES, PURSUANT TO AN APPROVED LANDSCAPE PLAN PRIOR TO ISSUANCE OF A CERTIFICATE OF OCCUPANCY;
- IN THE CASE OF USABLE OR COMMON OPEN SPACE LANDSCAPING IN COMMON AREAS BETWEEN LOTS, ALL LANDSCAPING AND IRRIGATION SHALL BE COMPLETED PRIOR TO ISSUANCE OF A BUILDING PERMIT OR AS OTHERWISE APPROVED BY THE CITY IN A DEVELOPMENT AGREEMENT OR PHASING PLAN; AND
- WHEN PHASING DEVELOPMENT, A PROPORTIONATE SHARE OF LANDSCAPING ACCEPTABLE TO THE CITY, AS OUTLINED IN AN APPROVED DEVELOPMENT AGREEMENT OR PLANNED UNIT DEVELOPMENT (PUD) PLAN, SHALL BE INSTALLED AND MAINTAINED WITH EACH PHASE BASED ON THE SIZE OF THE PROPOSED PHASE AND SHALL BE CONSIDERED COMPLETED FOR THE PURPOSES OF THESE REGULATIONS WHEN SUCH PROPORTIONATE SHARE OF LANDSCAPING HAS BEEN INSTALLED PRIOR TO ISSUANCE OF A BUILDING PERMIT.
- GENERAL IRRIGATION REQUIREMENTS SHALL FOLLOW CITY CODE AS AMENDED:
 - (1) AN UNDERGROUND IRRIGATION SYSTEM SHALL BE INSTALLED AND MAINTAINED FOR ALL COMMON AREA IMPROVEMENTS, SUCH AS OUTLOTS, MEDIAN BOULEVARDS, TREE LAWNS, SCREENING, BUFFER YARDS AND PERIMETER TREATMENT AREAS, IN ORDER TO PROVIDE IRRIGATION FOR ALL PLANT MATERIALS, CONSISTENT WITH THE NATURE OF THE PLANT'S IRRIGATION NEEDS.
 - (2) SPRINKLERS SHALL BE PLACED SO AS NOT TO THROW WATER ONTO ADJACENT PAVED OR HARDESCAPED SURFACES.
 - (3) GREEN INDUSTRY BEST MANAGEMENT PRACTICES FOR THE CONSERVATION AND PROTECTION OF WATER RESOURCES IN COLORADO, PREPARED BY GREEN INDUSTRIES OF COLORADO (GREENCO), AND KEPT ON FILE IN THE CITY'S WATER DEPARTMENT, ARE GUIDELINES FOR THE CONSERVATION OF WATER RESOURCES AND PROTECTION OF WATER QUALITY AND ARE STRONGLY ENCOURAGED TO BE FOLLOWED.
 - (4) ALL MULTI-FAMILY, COMMERCIAL, INDUSTRIAL, MIXED USE AND INSTITUTIONAL PROPERTIES SHALL INSTALL RAIN SENSORS. REFER TO THE CITY'S WATER AND SEWER DEPARTMENT STANDARDS FOR MORE INFORMATION.

THE FOLLOWING PLANTING REQUIREMENTS, PER CITY CODE AS AMENDED, SHALL BE UTILIZED:

- AT LEAST FIFTY PERCENT (50%) OF ANY REQUIRED YARD, EXCLUDING DRIVEWAY AND WALKWAY TO THE FRONT DOOR, SHALL CONTAIN LIVE PLANTINGS.
- AT LEAST FIFTY PERCENT (50%) OF ANY PARKWAY OR RIGHT-OF-WAY PLANTING AREA, EXCLUDING DRIVEWAYS AND PUBLIC SIDEWALKS, SHALL CONTAIN LIVE PLANTINGS.
- ALL YARDS NOT COVERED BY AN APPROVED BUILDING, DRIVEWAY, WALKWAY OR OTHER PERMANENT STRUCTURE SHALL BE LANDSCAPED.
- FOR SINGLE-FAMILY AND TWO-FAMILY LOTS ONE (1) ACCEPTABLE STREET TREE PER RESIDENTIAL LOT STREET FRONTAGE IS REQUIRED. IF UTILITIES OR OTHER OBSTACLES MAKE PLACEMENT OF A STREET TREE IN THE RIGHT-OF-WAY NOT FEASIBLE, A SHADE TREE SHALL BE INSTALLED IN THE FRONT YARD.
- FOR MULTI-FAMILY, COMMERCIAL, AND MIXED USE LAND USES - THE RIGHT-OF-WAY OR PARKWAY SHALL CONSIST OF ACCEPTABLE SHADE TREES PLANTED BETWEEN THE CURB AND SIDEWALK, OR WITHIN TEN (10) FEET OF THE BACK OF THE SIDEWALK IN THE CASE OF AN ATTACHED SIDEWALK, AT A REGULAR SPACING OF THIRTY-FIVE (35) FEET ON CENTER FOR SHADE TREES AND TWENTY-FIVE (25) FEET ON CENTER FOR ORNAMENTAL TREES.
- WHERE TREES ARE NOT ALREADY REQUIRED PURSUANT TO CITY CODE, ONE (1) ADDITIONAL SHADE OR EVERGREEN TREE SHALL BE PROVIDED FOR EVERY TWO THOUSAND (2,000) SQUARE FEET OR FRACTION THEREOF OF COMMON OPEN SPACE. TWO (2) ORNAMENTAL TREES MAY BE SUBSTITUTED FOR EACH SHADE OR EVERGREEN TREE. LAKES OR OTHER WATER AREAS MAY BE EXCLUDED FOR PURPOSES OF CALCULATING REQUIRED TREE QUANTITIES.
- FOR BUFFER REQUIREMENTS SEE THE PRELIMINARY LANDSCAPE MASTER PLAN.
- FOR PARKING LOT LANDSCAPING STANDARDS CITY CODE SECTION 24.1147 AS AMENDED, SHALL BE FOLLOWED.
- FOR PERIMETER LANDSCAPING CITY CODE SECTION 24.1148 AS AMENDED, PERIMETER TREATMENT SHALL BE FOLLOWED.

THE CACHE COMMUNITY SIGNAGE

THE NARRATIVE PROVIDED HERE WITHIN AND CITY CODE, AS AMENDED, WILL BE USED TO GUIDE SIGNAGE WITHIN THE CACHE COMMUNITY INCLUDING SIGN STANDARDS THAT ADDRESS SIZE, HEIGHT, DESIGN, LIGHTING, COLOR, MATERIALS, LOCATION, AND METHOD OF CONSTRUCTION OF ALL SIGNAGE TO ENSURE THAT ALL SUCH SIGNAGE IS DESIGNED IN A HARMONIOUS AND COMPATIBLE MANNER. ABSENT A SPECIFIC SIGN PLAN OR STANDARDS IN THIS DOCUMENT, THE CITY WILL APPLY SIGN STANDARDS CLOSEST TO THE ZONE DISTRICT THE PUD LAND USES REPRESENT.

THE CONTROL AND PLACEMENT OF ALL SIGNS IS ESPECIALLY IMPORTANT TO THE AESTHETIC HARMONY OF THE CACHE COMMUNITY. A CRITICAL COMPONENT OF A COHESIVE COMMUNITY IS THE SENSE OF PLACE AND IDENTITY. APPROVAL OF THIS PUD IS INTENDED TO PERMIT THE NUMBER AND LOCATIONS FOR THE PRIMARY INTERSECTIONS AND ENTRANCES TO THE COMMUNITY. PER CITY CODE SECTION 24-1338, THE PROPOSED SIGNS THAT REQUIRE A SIGN PERMIT ARE:

- (1)
- AWNING SIGN
- (2)
- CANOPY SIGN
- (3)
- ELECTRONIC MESSAGING DISPLAY
- (4)
- FREESTANDING AND MONUMENT SIGN
- (5)
- PROJECTING WALL SIGN
- (6)
- WALL SIGN.

THEREFORE, FOR THE CACHE COMMUNITY, THE FOLLOWING DETAILS OF SIGNAGE ARE PROPOSED. WHERE NOT ADDRESSED HERE, CITY CODE WILL DICTATE THE SIGNAGE:

- MAIN ENTRANCE SIGNAGE IS INTENDED TO BE AN ARCHITECTURAL FEATURE WITH THE COMMUNITY LOGO TO CREATE A SENSE OF ARRIVAL AND IDENTIFY FOR THE PROJECT. UP TO TWO (2) MAIN ENTRANCE SIGNS ARE ALLOWED UP TO A MAXIMUM HEIGHT OF 20' (FOR A VERTICAL FEATURE) AND WIDTH OF 40'. 500 TOTAL SQUARE FEET IS THE MAXIMUM ALLOWABLE FOR MAIN ENTRANCE SIGNS. THESE SIGNS WOULD BE PLACED ALONG 10TH STREET.
- RESIDENTIAL SUBDIVISION ENTRANCE SIGNS (I.E. FREE-STANDING MONUMENT SIGNS FOR INDIVIDUAL NEIGHBORHOODS) - UP TO TEN (10) FREESTANDING MONUMENT SIGNS ARE ALLOWED. THE SIGNS WILL IDENTIFY THE SECONDARY ACCESS POINTS TO THE INDIVIDUAL NEIGHBORHOODS WITHIN THE OVERALL COMMUNITY. THESE SIGNS WILL BE SMALLER IN SCALE WHILE REMAINING CONSISTENT WITH THE THEME OF THE OVERALL SIGN PROGRAM. THESE SIGNS WILL HAVE A MAXIMUM HEIGHT OF 10' AND WIDTH OF 20' AND NOT EXCEED 200 TOTAL SQUARE FEET.

INDIVIDUAL NON-RESIDENTIAL LOTS ALONG 10TH STREET MAY REQUEST ADDITIONAL FREESTANDING MONUMENT SIGNS AND MULTI-TENANT SIGNS. ANY ADDITIONAL FREESTANDING SIGNS MUST COMPLY WITH THE SIGN DESIGN AND QUANTITY STANDARDS DESCRIBED IN CITY CODE.

POUDRE RIVER THEME

THE **Item No. 13.** THEME WILL BE FOCUSED ON THE CACHE LA POUDRE RIVER (AKA POUDRE RIVER) AND HISTORICAL ELEMENTS OF GREELEY'S HISTORY. THE POUDRE RIVER IS COLORADO'S ONLY NATIONALLY DESIGNATED "WILD & SCENIC" RIVER AND HAS ITS' HEADWATERS AT MILNER PASS IN THE ROCKY MOUNTAIN NATIONAL PARK. THIS RIVER'S IMPORTANCE TO THE HISTORY OF THE GREELEY AREA IS SIGNIFICANT, THEREFORE, THE CACHE 762 ACRE MASTER-PLANNED COMMUNITY WILL BE DEDICATED TO HONORING THIS VALUABLE NATURAL RESOURCE. THE MAIN THEMING ELEMENTS WILL TAKE THEIR LEAD FROM THIS IDEA AS THEY FOCUS ON THE MAIN NATURAL FEATURES FROM OUR NATIONAL PARKS.

THE CACHE COMMUNITY HAS NATURAL FEATURES UNLIKE OTHERS IN GREELEY OR THE AREA. THE RIVER THEME WILL BE USED A COMMON THREAD THROUGH THE SITE BY ENGAGING THE RIVER'S EDGE AND PROVIDING A NATURAL LINK NORTH TO SOUTH THROUGH THE SITE TO 10TH STREET. THIS INTERNAL "NATURAL RIVER" WILL ENGAGE A COMMUNITY AREA AT THE EXISTING LAKES FOR RECREATIONAL USE, MULTIPURPOSE TRAILS AND ROADWAY NETWORK CONNECTING TO THE MAIN RECREATIONAL CENTER AT THE HIGH POINT AND CORE OF THE SITE. THE LOCATION OF THE RECREATION CENTER ABSORBS THE COMMANDING VIEWS OF THE AREA AND POUDRE RIVER VALLEY. THE "NATURAL RIVER" WILL THEN PROGRESS SOUTH ALONG THE EXISTING DRAINAGEWAYS TO A POTENTIAL SCHOOL SITE THEN TO THE PROJECT MAIN PARK THAT WILL BE THE MAIN FOCUS OF NATURAL ENGAGEMENT FOR THE CACHE'S RESIDENTS ON THE SOUTH SIDE OF THE SITE.

THE COMMUNITY WILL HAVE AN ABUNDANT ACREAGE OF ENGAGING AND BEAUTIFUL OPEN SPACE WITH MANY TRAILS INTERNALLY THAT ALSO CONNECT TO GREELEY'S POUDRE RIVER TRAIL. THE LAKES WILL PROVIDE RECREATIONAL USES TO VENTURE SEEKERS FOR MANY NATURE-BASED OUTDOOR ACTIVITIES SUCH AS HIKING, RIVER FISHING, PADDLE BOARD, KAYAKING, CANOEING.

INCORPORATION OF THE THEME INTO THE COMMUNITY FEATURES:

UTILIZING A CONTEXT SENSITIVE DESIGN SOLUTION, THE THEME WILL BE INCORPORATED INTO THE OVERALL DESIGN. THE POUDRE RIVER IS OFTEN CALLED A "MEANDERING" RIVER AS THE FORM OF THE RIVER IS "SNAKE-LIKE" WHICH IS CHARACTERIZED BY THE MANY TURNS THE RIVER MAKES. THIS CORRIDOR ALSO INCLUDES OXBOW LAKES ADJACENT TO THE RIVER AND ANCIENT RIVER BLUFFS. THE BLUFF COMPLEX IS ALSO AN ICONIC FEATURE ALONG THE LOWER CACHE LA POUDRE WATERSHED AND PART OF THOSE BLUFFS RESIDE ON THE CACHE PROPERTY. THESE BLUFFS, COMPOSED OF HIGHLY ERODIBLE SEDIMENTARY ROCK IN THE FOX HILLS FORMATION. THESE ORGANIC FORMS AND NATURALISTIC FEATURES WILL BE ANOTHER INSPIRATION OF THE DESIGN FOR THE COMMUNITY.

THE NATURE-BASED THEME WILL CELEBRATE THE RICH NATURAL AND AGRICULTURAL LEGACY OF THIS AREA AND MAY BE INTEGRATED ARCHITECTURALLY (AMENITY CENTER, SHELTERS, ETC.), IN THE LANDSCAPE (PARKS, TRAILS AND OPEN SPACE), COMMUNITY SIGNAGE, OR INTERPRETIVE SIGNAGE ALONG TRAILS. THE THEME WILL BE DISPLAYED BEGINNING AT THE MAIN ENTRANCE SIGNAGE THAT WELCOMES YOU TO THE COMMUNITY. PROJECT SIGNAGE WILL DISPLAY ORGANIC, NATURAL FORMS INCLUDING NATURAL STONework AND EARTH TONE COLORS THAT FIT WELL INTO THE CONTEXT OF THE REGION.

CENTRAL AMENITY CENTER AND LAKE PAVILION SHELTER

THE CACHE AMENITY CENTER WILL BE A CENTRAL HOME GATHERING PLACE CAPITALIZING ON THE 360° VISTAS EMBRACING COLORADO'S ESSENCE OF COMMUNITY. TRAILS WILL FEED TO AND FROM THIS CENTRAL AND IMPORTANT CORE GATHERING PLACE. THE ARCHITECTURE AND DESIGN OF THIS KEY FEATURE WILL ALSO MIMIC THE NATURALISTIC THEME AND FOCUS ON THE POUDRE RIVER. THERE ARE OPPORTUNITIES TO CONNECT ARCHITECTURE STYLE TO ARCHITECTURE IN THE REGION WITH THE IDEA OF BEING MORE NATURALISTIC OR RUSTIC IN DESIGN STYLE.

ON THE NORTH END OF THE PROJECT, ADJACENT TO THE EXISTING LAKES AND POUDRE TRAIL, THERE WILL BE A SECOND VERY IMPORTANT COMMUNITY GATHERING AREA ENGAGING AND INTERLINKING THE COMMUNITY. THE LAKE PAVILION SHELTER WILL BE A CONTEXT SENSITIVE ELEMENT BLENDING INTO THE AREA AND SURROUNDING DEVELOPMENT. THIS SHELTER AND PARK WILL PROVIDE AN AREA FOR FAMILY PICNICS OR ENGAGEMENT OF THE VERY UNIQUE RECREATION OPPORTUNITY FOR KAYAKS, PADDLE BOARDS AND CANOES TO ENJOY THE EXISTING PONDS AND OUTDOORS.

COMMUNITY TRAILS AND INTERPRETATIVE SIGNAGE

COMMUNITY TRAILS AND CONNECTION TO THE POUDRE RIVER TRAIL WILL BE ANOTHER PRIMARY FOCUS OF THIS COMMUNITY. THE POUDRE RIVER TRAIL ALLOWS ACCESS TO THE SECTION OF THE RIVER CORRIDOR BETWEEN GREELEY AND WINDSOR. THE TRAIL IS A WIDE PAVED PATH WITH GENTLE GRADES THROUGH SERENE AND QUIET AREAS. IT ALLOWS THOSE THAT USE THE TRAIL TO ENJOY THE NATURAL BEAUTY OF THE MEANDERING RIVER AND THE STANDS OF COTTONWOOD TREES AND WETLAND MEADOWS THAT LINE ITS BANKS. THE CACHE INTERNAL TRAILS WILL CONNECT TO THIS IMPORTANT ASSET AND WILL MEANDER THROUGHOUT THE PROJECT. INTERPRETATIVE SIGNAGE WILL EDUCATE TRAILS USERS ABOUT THE UNIQUE NATURAL ASSETS AND FEATURES OF THE IMMEDIATE AREA.

COMMUNITY FEATURE NAMING

TO FURTHER HONOR THE HISTORY OF THIS AREA, THE VISION IS TO NAME PARKS, STREETS, SHELTERS, AND THE AMENITY CENTER USING MAIN RIVER NAMES AND NATURAL FEATURES. SOME OF THE POSSIBILITIES THAT ARE VERY RELEVANT TO THIS SPECIFIC CONCEPT ARE:

- ROCKY MOUNTAIN NATIONAL PARK AND THE CACHE LA POUDRE ALONG WITH ITS HOME ON THE CONTINENTAL DIVIDE
- MESA VERDE AND THE FEATURES OF ITS CLIFFS
- BLACK CANYON OF THE GUNNISON NATIONAL PARK AND THE DEEP CONTRASTS ALONG THE GUNNISON RIVER
- GREAT SAND DUNES NATIONAL PARK WITH ITS UNASSUMING CREATION AND SHIFTING NATURE

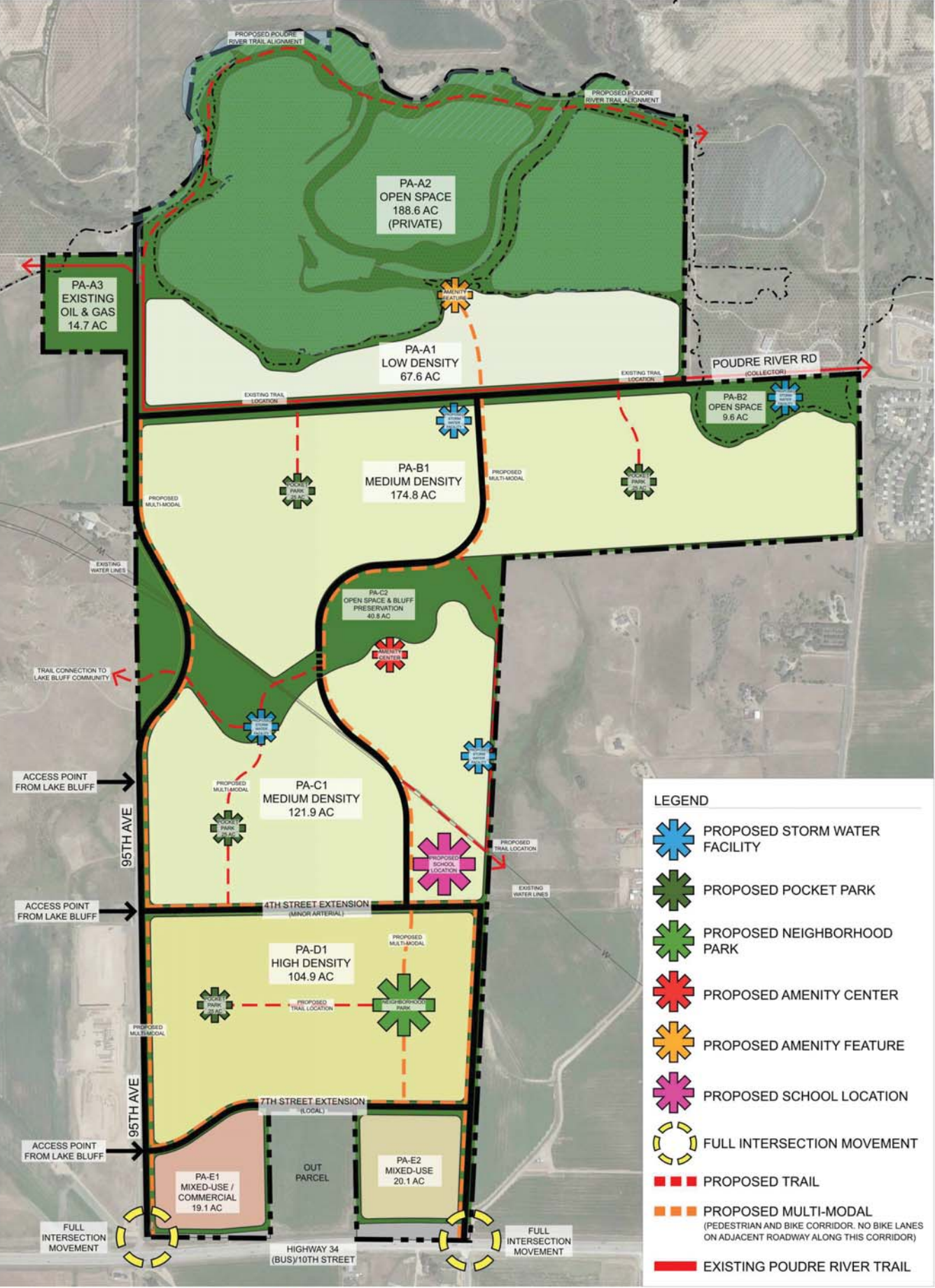
NEIGHBORHOOD NAMES OF SUB-COMMUNITIES (NEIGHBORHOODS) WITHIN THE CACHE WILL ALSO DERIVE FROM THESE NATURE/HISTORY-BASED TERMS FROM OUR COUNTRIES OTHER NATIONAL PARKS AND THEIR MAIN FEATURES. NEIGHBORHOODS WILL BE MARKED BY NATURALISTIC OR RUSTIC SIGNAGE THAT MIMICS THE MAIN ENTRY FEATURE DESIGN. EACH NEIGHBORHOOD OFFERS A DISTINCT LIVING ENVIRONMENT FROM HIGHER DENSITY LIVING ON THE SOUTH AREA (I.E. TOWNHOMES) TO ESTATE LOTS ON THE NORTH SECTION THAT MESH WELL WITH THE NATURAL CHARACTER OF THE EXISTING LAKES AND POUDRE RIVER NORTH OF THE PROPERTY.

LANDSCAPE, PARKS AND OPEN SPACE

THE LANDSCAPE PALETTE WILL BE PRIMARILY COLORADO NATIVE PLANTS ARRANGED IN NATURALISTIC AND FLOWING FORMS. THE DIVERSITY OF THE TOPOGRAPHY, EXISTING VEGETATION AND THE DRAMATIC VISTAS PROVIDE AN OPPORTUNITY TO CREATE A RESIDENTIAL COMMUNITY WHICH EMBRACES THE INHERENT BEAUTY OF THE NATURAL COLORADO LANDSCAPE. WHILE THE PROPOSED DEVELOPMENT HAS RESIDENTIAL LAND USES A LARGE PORTION OF THE SITE WILL BE PRESERVED IN PLENTIFUL OPEN SPACE FOR PERPETUITY THAT GENERATIONS CAN ENJOY. MANY AREAS WITHIN THE COMMUNITY OFFER BREATHTAKING VIEWS OF THE POUDRE RIVER VALLEY AND THEREFORE OVERLOOKS WILL BE PROVIDED IN MULTIPLE LOCATIONS. THE PROPOSED LANDSCAPE IMPROVEMENTS WITHIN THE DEVELOPMENT ARE A CRITICAL ELEMENT IN THE OVERALL VISUAL INTEGRITY AND AESTHETICS, THEREFORE, CAREFUL ATTENTION HAS BEEN GIVEN TO THE PLANT PALETTE AND DESIGN TO ENSURE IT WILL BE HARMONIOUS WITH THE SITE.

SMALL AND LARGE PARKS ARE PROVIDED THROUGHOUT THE COMMUNITY ALL CONNECTED WITH TRAILS THAT ULTIMATELY CONNECT TO THE POUDRE RIVER TRAIL. PARKS WILL PROVIDE AMENITIES SUCH AS:

- SHELTERS
- PLAYGROUNDS
- OPEN LAWNS
- TRAIL CONNECTIONS
- URBAN AND RURAL GARDENS
- NATURAL CORRIDORS



THEME & AMENITIES
THE CACHE

STREET, THE CACHE, PEDESTRIAN CIRCULATION SYSTEM PROVIDES ACCESS TO ALL PARTS OF THE PROJECT. ACCESS TO EACH PARCEL WILL BE PROVIDED BY A PEDESTRIAN AND TRAIL/PEDESTRIAN CORRIDORS WILL CONNECT PARKS AND OPEN SPACE AREAS TOGETHER IN A COHESIVE MANNER.

PEDESTRIAN CIRCULATION WILL BE A VITAL COMPONENT OF THE CACHE COMMUNITY. THE DESIGN WILL ENCOURAGE AN ALTERNATIVE MODE OF TRANSPORTATION WITHIN THE MIXED-USE AREAS INCLUDING STRONG LINKS TO RESIDENTIAL COMPONENTS OF THE COMMUNITY. AS SHOWN ON THE PRELIMINARY PUD MASTER PLAN, CENTRALLY LOCATED PARKS AND MIXED USES WITHIN CLOSE WALKING DISTANCES OF ALL PROPOSED RESIDENTIAL AREAS ARE PROVIDED. IN THE COMMERCIAL AND MIXED-USE LAND AREAS, SIDEWALKS WILL BE PROVIDED ALONG THE FRONT OF BUILDINGS THROUGH THAT AREA AND THOSE WALKWAYS WILL BE CONNECTED TO THE RESIDENTIAL WALKWAY SYSTEM IN AN ORGANIZED AND LOGICAL CIRCULATION PATTERN FOR EASY ACCESS BETWEEN THE USES AND TO ENCOURAGE PEDESTRIAN ACTIVITY VERSUS ALL VEHICULAR TRAFFIC. THE VEHICULAR AND PEDESTRIAN CIRCULATION SYSTEM WILL PROVIDE MULTIPLE ROUTES FOR CARS, BIKES, AND PEDESTRIANS TO MOVE THROUGHOUT THE CACHE COMMUNITY. SIDEWALKS, WALKWAYS, AND TRAILS WILL PROVIDE THE PEDESTRIAN FRIENDLY ENVIRONMENT AND THE OPEN SPACE SYSTEM WITH TRAIL WILL PROVIDE THE CONNECTIVITY INTERNAL TO THE CACHE COMMUNITY AND THE SURROUNDING AREA.

THE STREET AND VEHICULAR CIRCULATION SYSTEM AT THE CACHE WILL BE A MODIFIED GRID SYSTEM TO ALLOW FOR MAXIMUM CONNECTIVITY THROUGHOUT THE PROJECT. WHILE THE EXACT PARCEL LAYOUTS HAVE NOT YET BEEN DEFINED AT TIME OF THIS SUBMITTAL, THE DESIGN OF THE STREETS WILL RESPOND TO THE NATURAL TOPOGRAPHY OF THE SITE AS MUCH AS FEASIBLE. THE CACHE COMMUNITY WILL PROVIDE INTERNAL STREET DESIGN CONFIGURATIONS WHICH FOSTER INTERCONNECTIVITY BETWEEN THE RESIDENTIAL AREAS AND THE COMMERCIAL/MIXED-USE DEVELOPMENT ON THE SOUTH AREA OF THE PROJECT.

THE PROJECT WILL SATISFY ITS REQUIREMENTS OR SHARE OF THE FOLLOWING MAJOR ROADWAYS:

- 95TH AVENUE BETWEEN 10TH STREET/HIGHWAY 34 BYPASS TO THE POUDRE CROSSING.
- 89TH AVENUE BETWEEN 10TH STREET/HIGHWAY 34 BYPASS TO 4TH STREET.
- POUDRE RIVER ROAD BETWEEN 83RD AVENUE TO 95TH AVENUE.
- 4TH STREET BETWEEN 95TH AVENUE AND 89TH AVENUE.

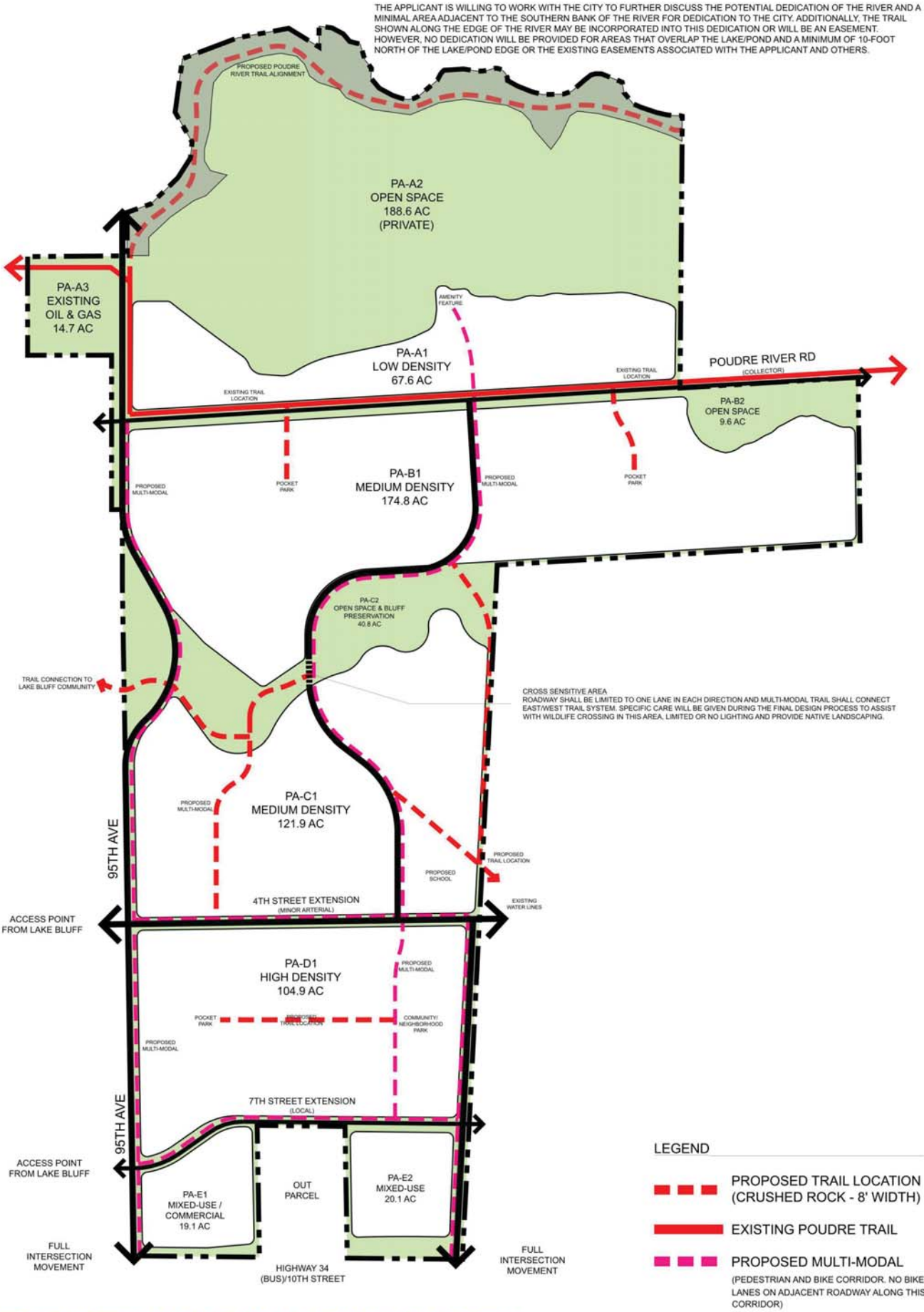
THESE ROADWAY EXTENSIONS AND IMPROVEMENTS WILL PROVIDE INTERCONNECTIVITY BETWEEN THE PROJECT, THE PROPOSED/APPROVED LAKE BLUFF PROJECT TO THE WEST, AND THE EXISTING POUDRE RIVER RANCH DEVELOPMENT TO THE NORTHEAST.

CROSS SENSITIVE AREA

ROADWAY SHALL BE LIMITED TO ONE LANE IN EACH DIRECTION AND MULTI-MODAL TRAIL SHALL CONNECT EAST/WEST TRAIL SYSTEM. SPECIFIC CARE WILL BE GIVEN DURING THE FINAL DESIGN PROCESS TO ASSIST WITH WILDLIFE CROSSING IN THIS AREA, LIMITED OR NO LIGHTING AND PROVIDE NATIVE LANDSCAPING.

PARKING

THE CACHE IS DESIGNED TO ENCOURAGE PEDESTRIAN ACTIVITY AND MIXED USE TO REDUCE EMPHASIS ON VEHICULAR TRIPS PER DAY. DUE TO THE MIX OF HIGHER DENSITY RESIDENTIAL PRODUCTS IN PROXIMITY TO THE COMMERCIAL/MIXED USE AREAS, THE INTERNAL DEMAND FOR PARKING MAY BE REDUCED AND IS PROPOSED. ADDITIONALLY, WITH THE INCORPORATION OF ON-STREET PARKING ALONG THE COMMUNITY ROADWAY NETWORK, PARKING REQUIREMENTS CAN BE DISTRIBUTED THROUGHOUT THE MIXED-USE AREAS, WHICH WILL REDUCE THE NEED FOR MAXIMUM PARKING RATIOS. THE MIX OF USES IN A DEFINED AREA PROVIDES THE OPPORTUNITY FOR SHARED PARKING ARRANGEMENTS. THEREFORE, THE PARKING REQUIREMENTS FOR THE CACHE COMMUNITY WILL FOLLOW CITY CODE, AS AMENDED, SECTION "24-1099 - OFF-STREET PARKING REQUIREMENTS".

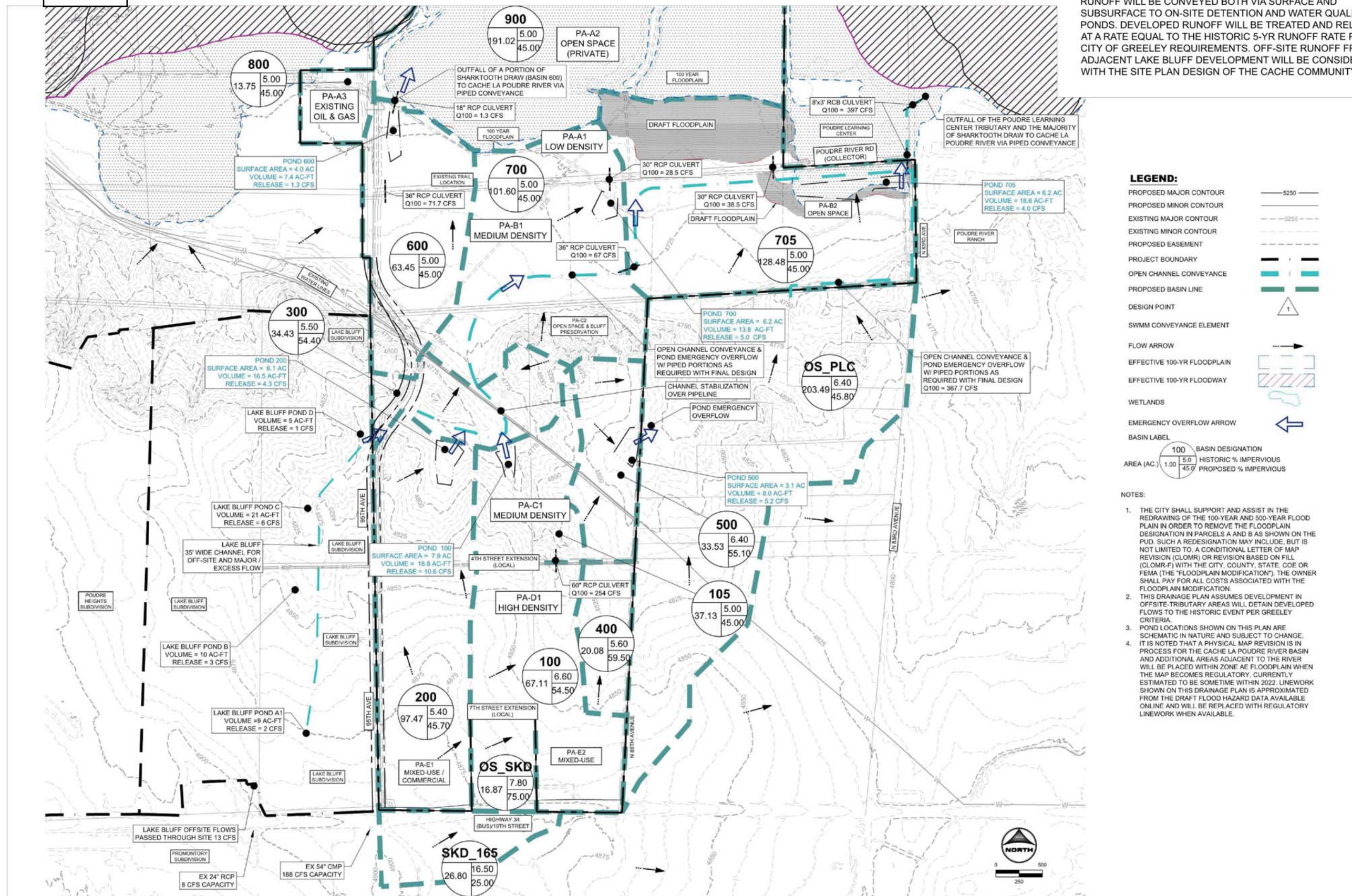


STREET AND PEDESTRIAN CIRCULATION SYSTEM

THE CACHE

Item No. 13.		DEVELOPMENT COMMITMENTS MATRIX			
AREA / IMPROVEMENT	PLAN PREPARATION AND APPROVAL	CONSTRUCTION TIMING	CONSTRUCTION RESPONSIBILITY	MAINTENANCE RESPONSIBILITY	OWNERSHIP
OPEN SPACE	AREA TO BE DEDICATED WILL BE DETERMINED IN CONJUNCTION WITH THE FINAL PLAN / FINAL PLAT FOR THIS AREA.	THE OPEN SPACE SHOULD BE CONSTRUCTED WHEN 50% OF THE LOTS IN PA-A1 PA-B1, PA-C1 HAVE BUILDING PERMITS IN PLACE.	THE CACHE, LLC, ITS SUCCESSORS & ASSIGNS OR THE CACHE METROPOLITAN DISTRICT	HOME OWNERS ASSOCIATION OR THE CACHE METROPOLITAN DISTRICT.	HOME OWNERS ASSOCIATION OR THE CACHE METROPOLITAN DISTRICT.
BLUFF PRESERVATION	AREA TO BE DEDICATED WILL BE DETERMINED IN CONJUNCTION WITH THE FINAL PLAN / FINAL PLAT FOR THIS AREA.	THE BLUFF AREAS LOCATED IN PA-C1 SHALL BE PRESERVED AND ANY DISTURBED AREAS SHALL BE REVEGITATED.	THE CACHE, LLC, ITS SUCCESSORS & ASSIGNS OR THE CACHE METROPOLITAN DISTRICT	CITY OF GREELEY (PUBLIC)	CITY OF GREELEY (PUBLIC)
POCKET PARKS - PA-B1 (2 pocket parks), PA-C1 (1 pocket park), PA-D1 (1 pocket park), PA-D2 AND PA-D3 (one park or plaza)	FINAL LANDSCAPE PLANS WILL BE COMPLETED IN CONJUNCTION WITH THE FINAL PLAN AS REQUIRED FOR EACH SPECIFIC PORTION OF [COMMUNITY] BEING DEVELOPED.	POCKET PARKS WILL BE CONSTRUCTED WHEN 50% OF THE BUILDING PERMITS ARE IN PLACE WITHIN THE PARCEL WHERE THE RESPECTIVE POCKET PARK EXISTS.	POCKET PARKS ARE TO BE CONSTRUCTED BY DEVELOPER, ITS SUCCESSORS & ASSIGNS OR THE CACHE METROPOLITAN DISTRICT.	HOME OWNERS ASSOCIATION OR THE CACHE METROPOLITAN DISTRICT.	HOME OWNERS ASSOCIATION OR THE CACHE METROPOLITAN DISTRICT.
COMMUNITY/NEIGHBORHOOD PARK (PA-D1) - 10 AC.	FINAL LANDSCAPE PLANS WILL BE COMPLETED IN CONJUNCTION WITH THE FINAL PLAN AS REQUIRED FOR EACH SPECIFIC PORTION OF [COMMUNITY] BEING DEVELOPED. PARK SHALL BE CREDITED TOWARDS TOTAL PARK REQUIREMENT.	NEIGHBORHOOD PARKS WILL BE CONSTRUCTED WHEN 50% OF THE BUILDING PERMITS ARE IN PLACE WITHIN THE PARCEL WHERE THE RESPECTIVE POCKET PARK EXISTS.	NEIGHBORHOOD PARKS ARE TO BE CONSTRUCTED BY DEVELOPER, ITS SUCCESSORS & ASSIGNS OR THE CACHE METROPOLITAN DISTRICT AND CREDITED TOWARDS TOTAL PARK REQUIREMENT.	CITY OF GREELEY (PUBLIC)	CITY OF GREELEY (PUBLIC)
INTERNAL COMMUNITY TRAILS	FINAL LANDSCAPE PLANS WILL BE COMPLETED IN CONJUNCTION WITH THE FINAL PLAN AS REQUIRED FOR EACH SPECIFIC PORTION OF [COMMUNITY] BEING DEVELOPED.	INTERNAL COMMUNITY TRAILS WILL BE CONSTRUCTED CONCURRENT WITH THE PARKS AND ADJACENT INFRASTRUCTURE TO THEM.	INTERNAL TRAILS ARE TO BE CONSTRUCTED BY DEVELOPER, ITS SUCCESSORS & ASSIGNS OR THE CACHE METROPOLITAN DISTRICT.	HOME OWNERS ASSOCIATION OR THE CACHE METROPOLITAN DISTRICT.	HOME OWNERS ASSOCIATION OR THE CACHE METROPOLITAN DISTRICT.
10TH STREET ROAD AND SIGNAL IMPROVEMENTS	FINAL ROADWAY PLANS WILL BE PREPARED PER CDOT STANDARDS FOR THE 10TH STREET ROW.	REQUIRED IMPROVEMENTS TO BE COMPLETED PER THE TRIGGERS SPECIFIED IN THE TRAFFIC IMPACT STUDY, WARRENTS ARE MET AND/OR AS IDENTIFIED BY CDOT	THE CACHE, LLC, ITS SUCCESSORS & ASSIGNS OR THE CACHE METROPOLITAN DISTRICT	CITY OF GREELEY (PUBLIC)	CITY OF GREELEY (PUBLIC)
ROADWAYS	FINAL ROADWAY PLANS WILL BE PREPARED PER THE CITY OF GREELEY STANDARDS AS REQUIRED FOR EACH SPECIFIC PORTION OF THE CACHE BEING DEVELOPED AT THAT TIME.	ROADWAYS SHALL BE CONSTRUCTED PER APPROVED FINAL CONSTRUCTION PLANS PRIOR TO THE ISSUANCE OF THE 1ST CERTIFICATE OF OCCUPANCY FOR THE SPECIFIC PORTION OF THE CACHE BEING DEVELOPED AT THAT TIME.	THE CACHE, LLC, ITS SUCCESSORS & ASSIGNS OR THE CACHE METROPOLITAN DISTRICT	CITY OF GREELEY (PUBLIC)	CITY OF GREELEY (PUBLIC)
UTILITIES	FINAL UTILITY PLANS WILL BE PREPARED PER THE CITY OF GREELEY STANDARDS AS REQUIRED FOR EACH SPECIFIC PORTION OF THE CACHE BEING DEVELOPED AT THAT TIME.	UTILITIES SHALL BE CONSTRUCTED PER APPROVED FINAL CONSTRUCTION PLANS PRIOR TO THE ISSUANCE OF THE 1ST CERTIFICATE OF OCCUPANCY FOR THE SPECIFIC PORTION OF THE CACHE BEING DEVELOPED AT THAT TIME.	THE CACHE, LLC, ITS SUCCESSORS & ASSIGNS OR THE CACHE METROPOLITAN DISTRICT	CITY OF GREELEY (PUBLIC)	CITY OF GREELEY (PUBLIC)
STORM SEWER FACILITIES	FINAL STORM SEWER PLANS WILL BE PREPARED PER THE CITY OF GREELEY STANDARDS AS REQUIRED FOR EACH SPECIFIC PORTION OF THE CACHE BEING DEVELOPED AT THAT TIME.	STORM SEWER SHALL BE CONSTRUCTED PER APPROVED FINAL CONSTRUCTION PLANS PRIOR TO THE ISSUANCE OF THE 1STCERTIFICATE OF OCCUPANCY FOR THE SPECIFIC PORTION OF THE CACHE BEING DEVELOPED AT THAT TIME.	THE CACHE, LLC, ITS SUCCESSORS & ASSIGNS OR THE CACHE METROPOLITAN DISTRICT	CITY OF GREELEY (PUBLIC)	CITY OF GREELEY (PUBLIC)
STORM WATER FACILITIES (PONDS)	FINAL POND PLANS WILL BE PREPARED PER THE CITY OF GREELEY STANDARDS AS REQUIRED FOR EACH SPECIFIC PORTION OF THE CACHE BEING DEVELOPED AT THAT TIME.	PONDS SHALL BE CONSTRUCTED PER APPROVED FINAL CONSTRUCTION PLANS PRIOR TO THE ISSUANCE OF THE 1ST CERTIFICATE OF OCCUPANCY FOR THE SPECIFIC PORTION OF THE CACHE BEING DEVELOPED AT THAT TIME.	THE CACHE, LLC, ITS SUCCESSORS & ASSIGNS OR THE CACHE METROPOLITAN DISTRICT	THE CACHE METROPOLITAN DISTRICT (QUASI PUBLIC)	THE CACHE METROPOLITAN DISTRICT (QUASI PUBLIC)
AMENITY CENTER	THE AMENITY CENTER SHALL BE CONSTRUCTED PER THE OUTLINE WITHIN THIS DOCUMENT.	THE AMENITY CENTER SHALL BE CONSTRUCTED BY THE 750TH RESIDENTIAL BUILDING CERTIFICATE OF OCCUPANCY.	THE CACHE, LLC, ITS SUCCESSORS & ASSIGNS OR THE CACHE METROPOLITAN DISTRICT	HOME OWNERS ASSOCIATION OR THE CACHE METROPOLITAN DISTRICT.	HOME OWNERS ASSOCIATION OR THE CACHE METROPOLITAN DISTRICT.
AMENITY FEATURE	THE AMENITY FEATURE SHALL BE CONSTRUCTED PER THE OUTLINE WITHIN THIS DOCUMENT.	THE AMENITY FEATURE SHALL BE CONSTRUCTED BY THE 350TH RESIDENTIAL BUILDING CERTIFICATE OF OCCUPANCY.	THE CACHE, LLC, ITS SUCCESSORS & ASSIGNS OR THE CACHE METROPOLITAN DISTRICT	HOME OWNERS ASSOCIATION OR THE CACHE METROPOLITAN DISTRICT.	HOME OWNERS ASSOCIATION OR THE CACHE METROPOLITAN DISTRICT.

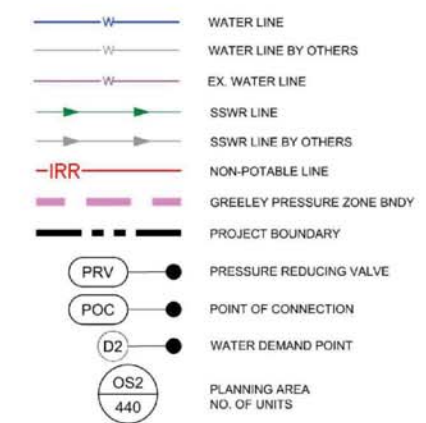
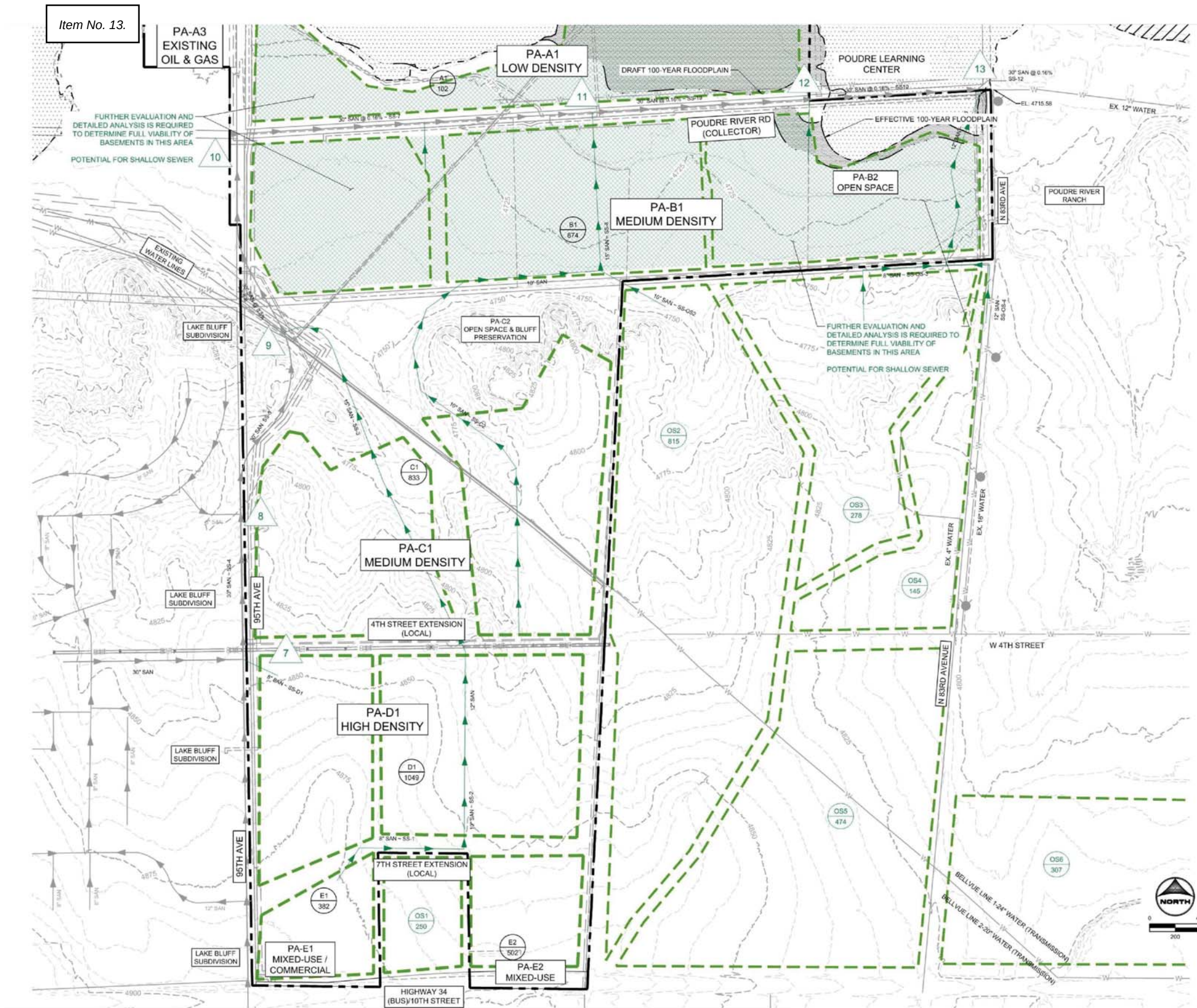
DRAINAGE
STORMWATER WILL GENERALLY FLOW FROM SOUTH TO NORTH. RUNOFF WILL BE CONVEYED BOTH VIA SURFACE AND SUBSURFACE TO ON-SITE DETENTION AND WATER QUALITY PONDS. DEVELOPED RUNOFF WILL BE TREATED AND RELEASED AT A RATE EQUAL TO THE HISTORIC 5-YR RUNOFF RATE PER THE CITY OF GREELEY REQUIREMENTS. OFF-SITE RUNOFF FROM THE ADJACENT LAKE BLUFF DEVELOPMENT WILL BE CONSIDERED WITH THE SITE PLAN DESIGN OF THE CACHE COMMUNITY.



CONCEPTUAL DRAINAGE PLAN

POUDRE HEIGHTS





NOTES:
1. UTILITY LOCATIONS SHOWN ON THIS PLAN ARE SCHEMATIC IN NATURE AND WILL BE ADJUSTED WITH FINAL PLANNING/DESIGN

SANITARY SEWER:
THE CACHE DEVELOPMENT IS IDENTIFIED TO BE WITHIN THE POUDRE BLUFFS BASIN IN THE STANTEC POUDRE TRUNK SEWER PHASE II PROJECT-SUB-BASIN MASTER PLAN. WASTEWATER FLOWS FROM THE POUDRE BLUFFS BASIN CAN BE CONVEYED BY GRAVITY TO GREELEY'S EXISTING 83RD AVENUE AND COUNTY ROAD 62 INTERCEPTOR.

A 30-INCH SEWER TRUNK MAIN HAS RECENTLY BEEN DESIGNED BY STANTEC TO CAPTURE ALL SANITARY SEWER AT THE INTERSECTION OF 95TH AVENUE AND WELD COUNTY ROAD 62. THIS LINE WILL TRANSPORT SEWAGE APPROXIMATELY 1.5 MILES TO AN EXISTING LINE AT POUDRE HEIGHTS SUBDIVISION.

SERVICES
THE FOLLOWING SERVICES WILL BE PROVIDED BY THE FOLLOWING ORGANIZATIONS:

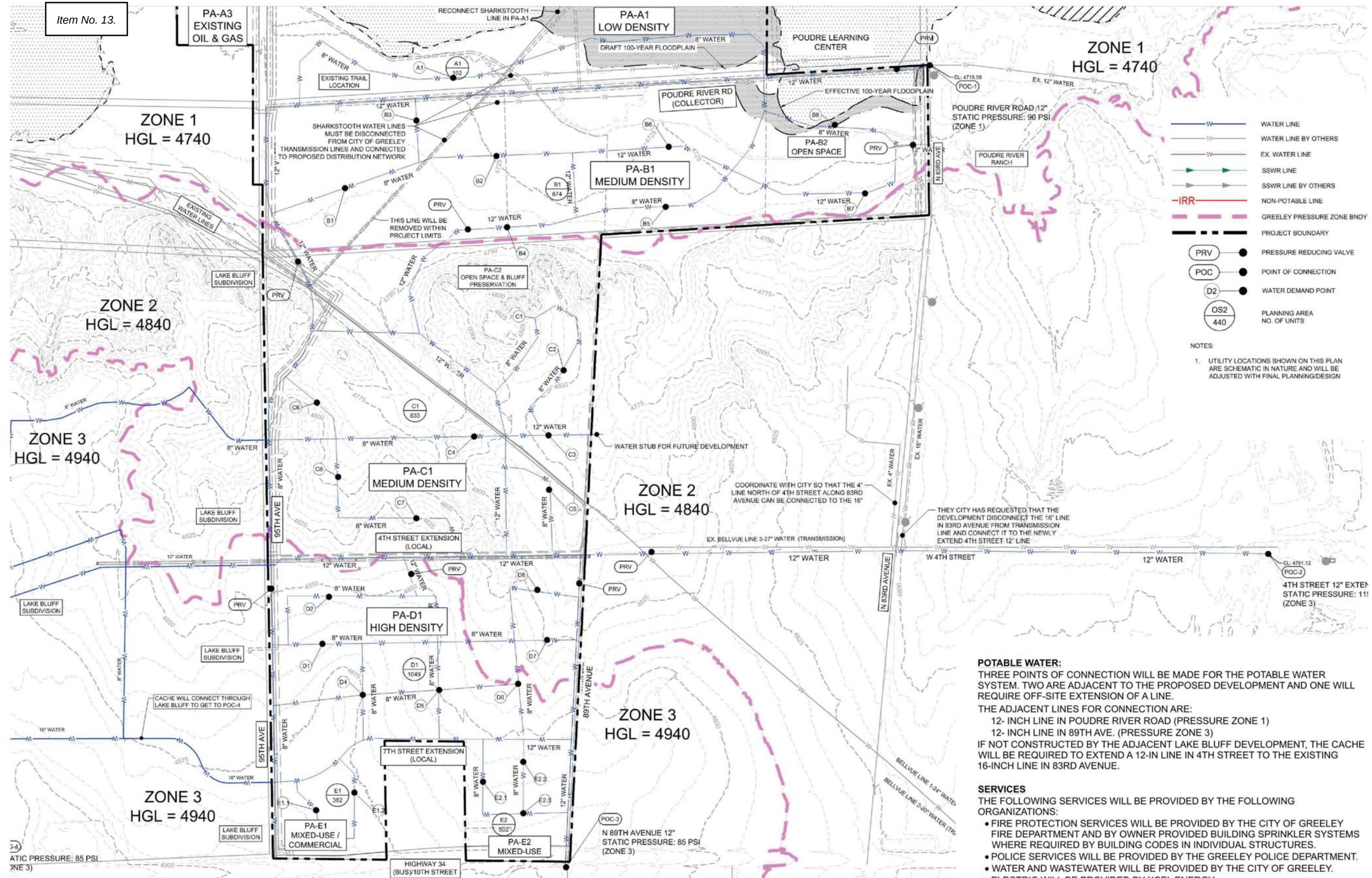
- FIRE PROTECTION SERVICES WILL BE PROVIDED BY THE CITY OF GREELEY FIRE DEPARTMENT AND BY OWNER PROVIDED BUILDING SPRINKLER SYSTEMS WHERE REQUIRED BY BUILDING CODES IN INDIVIDUAL STRUCTURES.
- POLICE SERVICES WILL BE PROVIDED BY THE GREELEY POLICE DEPARTMENT.
- WATER AND WASTEWATER WILL BE PROVIDED BY THE CITY OF GREELEY.
- ELECTRIC WILL BE PROVIDED BY XCEL ENERGY.
- NATURAL GAS WILL BE PROVIDED BY ATMOS ENERGY.
- THE SITE WILL BE SERVED BY WINDSOR RE4 SCHOOL DISTRICT.

CONCEPTUAL SANITARY PLAN

THE CACHE



ZONE 1
HGL = 4740



POTABLE WATER:

THREE POINTS OF CONNECTION WILL BE MADE FOR THE POTABLE WATER SYSTEM. TWO ARE ADJACENT TO THE PROPOSED DEVELOPMENT AND ONE WILL REQUIRE OFF-SITE EXTENSION OF A LINE.

THE ADJACENT LINES FOR CONNECTION ARE:

- 12- INCH LINE IN POUDRE RIVER ROAD (PRESSURE ZONE 1)
12- INCH LINE IN 89TH AVE. (PRESSURE ZONE 3)

IF NOT CONSTRUCTED BY THE ADJACENT LAKE BLUFF DEVELOPMENT, THE CACHE WILL BE REQUIRED TO EXTEND A 12-IN LINE IN 4TH STREET TO THE EXISTING 16-INCH LINE IN 83RD AVENUE.

SERVICES

THE FOLLOWING SERVICES WILL BE PROVIDED BY THE FOLLOWING ORGANIZATIONS:

- FIRE PROTECTION SERVICES WILL BE PROVIDED BY THE CITY OF GREELEY FIRE DEPARTMENT AND BY OWNER PROVIDED BUILDING SPRINKLER SYSTEMS WHERE REQUIRED BY BUILDING CODES IN INDIVIDUAL STRUCTURES.
- POLICE SERVICES WILL BE PROVIDED BY THE GREELEY POLICE DEPARTMENT.
- WATER AND WASTEWATER WILL BE PROVIDED BY THE CITY OF GREELEY.
- ELECTRIC WILL BE PROVIDED BY XCEL ENERGY.
- NATURAL GAS WILL BE PROVIDED BY ATMOS ENERGY.
- THE SITE WILL BE SERVED BY WINDSOR RE4 SCHOOL DISTRICT.

CONCEPTUAL WATER PLAN

THE CACHE



Council Agenda Summary

August 3, 2021

Agenda Item Number

Paul Fetherston, Deputy City Manager for Enterprise Resources
Raymond Lee, Deputy City Manager for Community Building
Kelli Johnson, Communications and Engagement Director
John Karner, Finance Director
Paul Trombino, Public Works Director
Joel Hemesath, Public Works Deputy Director
Will Jones, Public Works Deputy Director

Title:

Introduction and first reading of an ordinance submitting to the registered electors of the City of Greeley, at the coordinated election to be held November 2, 2021, the question of authorizing the City Council to extend the .65% component of retail sales and use tax currently scheduled to expire on December 31, 2022 to December 31, 2029, for to fund capital projects for street-related infrastructure improvements and repairs.

Summary:

During the March 9, 2021 Work Session, the City Council was presented with information regarding potential ballot measures related to the reauthorization of the existing Keep Greeley Moving (KGM) sales tax as a part of the November 2021 ballot. The KGM, set to be expire on December 31, 2022, was first approved by Greeley voters in 2015 for a period of seven years at the rate of 0.65% (food exempt).

As a part of the March 9, 2021 presentation, the recommendation was made by the Citizen Budget Advisory Committee (CBAC) to move forward placing KGM reauthorization on the November 2021 ballot but encouraged Council to poll on support for increased tax rate to cover the gap in funding needs.

Following a presentation and discussion of the information, it was the consensus of the City Council:

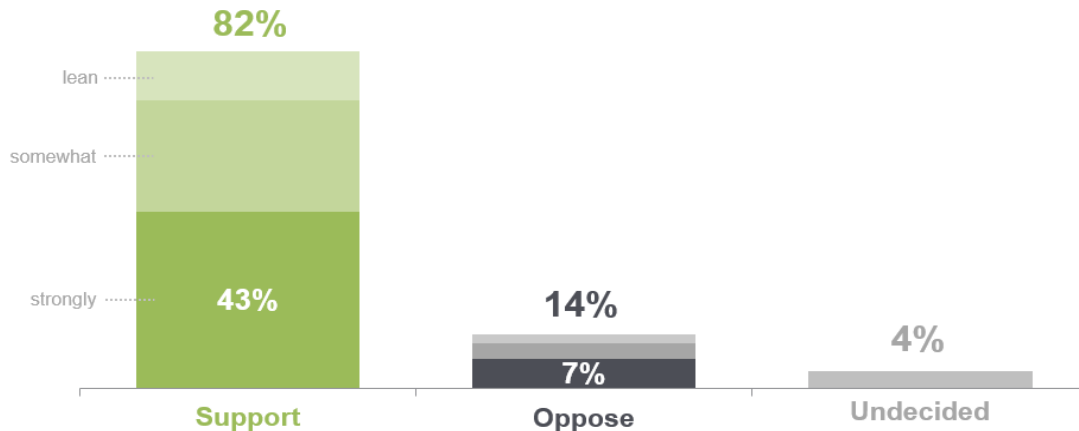
- To move forward with the steps to place the KGM sales tax reauthorization on the 2021 general election ballot; and
- Conduct polling on voter support of the reauthorization of the KGM sales tax at (a) its current rate; and (b) an increased rate.

Based on this consensus, staff worked with Strategies360 – a public polling and outreach services consultant secured for such purposes through a competitive process. Surveying/ polling of 502 registered Greeley voters – which was made available via landline, SMS and

mobile – occurred between April 21-25. A summary of the polling results presented by Strategies360 representatives during the May 25 Work Session is provided below.

Initial support for KGM renewal

0.65% on purchases *excluding* groceries until 2029

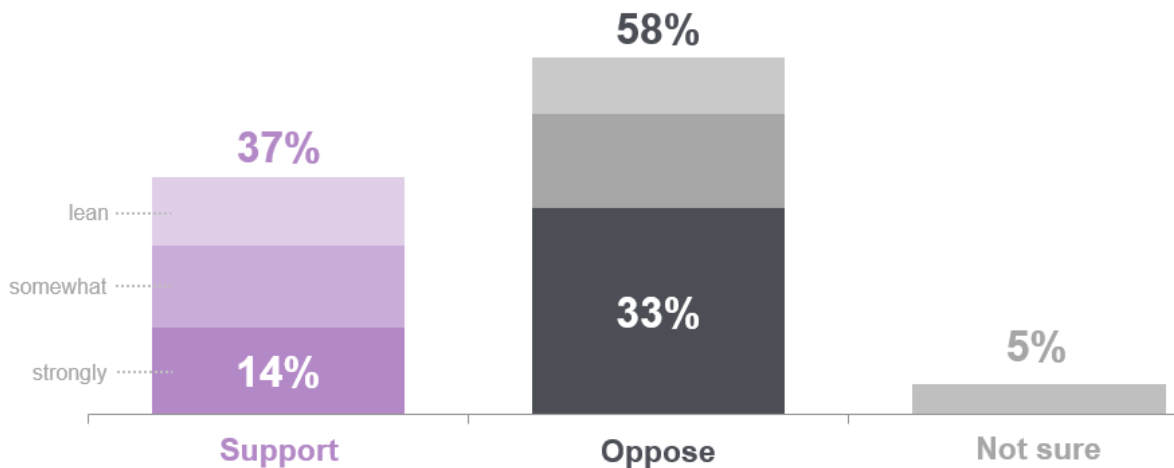


Actual question text: "If you had to decide today, would you support or oppose this proposal?"

*Support levels do not constitute an election projection (see the methodology slide for more on sampling registered voters vs. likely voters).

Initial support for KGM increase

0.95% on purchases *excluding* groceries until 2029



Actual question text: "If you had to decide today, would you support or oppose this proposal?"

*Support levels do not constitute an election projection (see the methodology slide for more on sampling registered voters vs. likely voters).

During its meeting of May 19, 2021, the Citizen Budget Advisory Committee met to review the results of the polling and unanimously recommended renewal of the Keep Greeley Moving tax at the current rate with no increase.

Following the May 25, 2021 presentation, it was the consensus of the City Council for staff to continue to move forward with steps towards placing the KGM renewal on the November 2021 ballot at its current rate.

As a result, the ordinance supporting placement of the KGM renewal on the November 2021 ballot is presented for first reading on August 3, 2021 and final reading and public hearing on August 17, 2021.

Keep Greeley Moving

Greeley voters first approved the 0.65% food exempt sales tax (known as Keep Greeley Moving, or KGM) in 2015, for a period of a seven-years. KGM focuses on street related improvements and repairs and is currently set to expire in 2022. During the first five years, the KGM tax has resulted in the following investments:

AREA	AMOUNT
Concrete repairs (including 13 miles of sidewalks)	\$4.6 Million
Seal coat 88 miles of roadway	\$5.8 Million
Patching of 148,000 square yards of roadway, or 23 football fields	\$5.9 Million
Overlay of 54.9 miles of roadway	\$29.1 Million
Applied 1,145,130 pounds of crack seal	\$2.1 Million
Roadway expansion work (including 20 th Street and 71 st Avenue)	\$20.4 Million
Total Revenue Invested	\$65.9 Million

Taxpayer support of KGM was a significant step in making progress in the City's ability to enhance its street improvements and repairs. Without this voter approved funding, the investments highlighted above would not have been possible. During the first five years of KGM, the funding has helped reduce the backlog of overlay projects from 85 miles to 62 miles and has helped improve the road system's average Pavement Quality Index (PQI) rating from 61 to 69. While the funding has enabled progress, a significant backlog of road maintenance needs remains for the City's 380 miles of roads. Additionally, there are over \$55 million in curb, gutter and sidewalk needs that still exist today.

The project backlog and ability of KGM to make even more impact has been influenced by a number of factors, including - but not limited to - the following:

- i. The extent of concrete repairs was not known at the time of KGM approval since the City had not previously been responsible for such repairs;

- ii. Road capacity project costs continue to escalate, requiring additional KGM funds to help complete capacity projects sooner than otherwise could be afforded;
- iii. Due to the harsh weather elements, Greeley's local environment quickly starts the deterioration process, which places an additional burden on the City's maintenance program; and
- iv. The demands on the City's road network is expected to further increase as the City continues to see accelerated economic and population growth into the future.

Based on the current KGM revenue collection--supplemented by an annual transfer of \$2.5 million to the Road Development fund for road widening projects--an average of \$13.2 million is available each year for investment in street repair. City staff's current estimates illustrate an annual need of ~\$20.0 million for pavement and concrete maintenance, resulting in an annual shortfall of \$6.7 million.

This ~\$20 million estimated annual need, however, is presented at a snapshot in time and does not fully account for the future impact of expected growth. As such, over the next several years, staff resources will be focused on the development of master plans that will take a holistic approach to identify the five-to-ten-year capital needs and priorities within the areas of facilities, transportation, culture, parks and recreation. Upon completion of the master planning process, it is expected that the planning efforts will support a community-wide discussion in late 2024 regarding potential adjustments to the existing sales tax structure. The potential adjustments may be warranted to support community infrastructure, including--but not limited to--street improvement and repair.

While there are street improvement and repair needs that far exceed the revenue currently generated by KGM, staff has made a recommendation to seek renewal of the existing KGM in November 2021 for a seven-year period with no changes. If renewed, the KGM Tax is estimated to generate approximately ~\$93 Million in revenue over seven years for street improvements and repair.

Colorado communities generally seek voter approval of a tax renewal one year in advance of its expiration date. This strategy allows elected officials, staff and citizen committees the opportunity to have one additional renewal effort in the event the initial measure fails.

Fiscal Impact:

Does this item create a fiscal impact on the City of Greeley?	Yes
If yes, what is the initial, or, onetime impact?	\$93 million in revenue over 7 year period
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:	

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 August 17, 2021.

Attachments:

Ordinance

**CITY OF GREELEY, COLORADO
ORDINANCE NO. ____, 2021**

**AN ORDINANCE SUBMITTING TO THE REGISTERED ELECTORS OF
THE CITY OF GREELEY, AT THE COORDINATED ELECTION TO
BE HELD NOVEMBER 2, 2021, THE QUESTION OF AUTHORIZING
THE CITY COUNCIL TO EXTEND THE .65% COMPONENT OF RETAIL
SALES AND USE TAX CURRENTLY SCHEDULED TO EXPIRE ON DECEMBER
31, 2022 TO DECEMBER 31, 2029, TO FUND CAPITAL PROJECTS FOR
STREET-RELATED INFRASTRUCTURE IMPROVEMENTS AND REPAIRS**

WHEREAS, at the November 1992 general election, the citizens of Colorado adopted, as an amendment to the Colorado Constitution, the provisions of Article X, Section 20 of the Colorado Constitution ("TABOR"), which, among other things, require voter approval for certain exercises of state and local government powers relating to taxation, revenue-raising, spending and the incurrence of debt and other multiple-fiscal year financial obligations; and

WHEREAS, the City currently imposes a retail sales and use tax pursuant to Chapter 4.04 of the Greeley City Code; and

WHEREAS, the Council has determined, and hereby determines, that it is in the best interests of the health, safety and welfare of the people of the City that the registered electors of the City be given an opportunity, at the November 2, 2021, coordinated election, to vote "yes" or "no" with respect to the question of extending the rate of the City sales and use tax for the purpose of financing street related infrastructure improvements and repairs as described in the form of the ballot title set forth below; and

WHEREAS, it is the intent of the City to comply with Article X, Section 20 of the Colorado Constitution in submitting such sales tax extension question to the registered electors of the City.

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

Section 1. All actions heretofore taken (not inconsistent with the provisions of this ordinance) by the Council or the officers of the City directed toward the submission of such sales and use tax extension question to the registered electors of the City, are hereby ratified, approved and confirmed.

Section 2. The City Clerk is hereby authorized and directed to take all action necessary or appropriate to submit the sales and use tax extension question to the registered electors of the City as a ballot issue at the November 2, 2021 coordinated election, the ballot title for which shall be in substantially the following form:

CITY OF GREELEY SALES AND USE TAX RATE EXTENSION

WITHOUT RAISING TAXES, SHALL THE EXISTING VOTER-APPROVED .65 % OF THE CITY SALES TAX RATE (WHICH DOES NOT APPLY TO FOOD) BE EXTENDED UNTIL DECEMBER 31, 2029 FOR THE PURPOSE OF CONTINUING TO FUND:

- **STREET-RELATED INFRASTRUCTURE IMPROVEMENTS AND REPAIRS, INCLUDING SAFETY IMPROVEMENTS,**
- **PEDESTRIAN SAFETY IMPROVEMENTS INCLUDING REPLACING DAMAGED SIDEWALKS, CROSSWALKS AND INTERSECTIONS, AND**
- **SAFETY, TRAFFIC FLOW, AND CONGESTION IMPROVEMENTS TO MAJOR STREETS,**

WITH SUCH EXPENDITURES TO BE SUBJECT TO INDEPENDENT AUDIT OVERSEEN BY A CITIZENS COMMITTEE APPOINTED BY THE GREELEY CITY COUNCIL, AND PROHIBITING ANY PAYMENT OF ADMINISTRATIVE COSTS TO BE MADE FROM SUCH TAX REVENUE, AND SHALL THE PROCEEDS OF SUCH TAX AND THE INCOME FROM THEIR INVESTMENT, BE COLLECTED, KEPT AND SPENT AS A VOTER APPROVED REVENUE CHANGE AND AN EXCEPTION TO ANY REVENUE OR EXPENDITURE LIMITS THAT WOULD OTHERWISE APPLY?

YES _____ NO _____

The Council hereby authorizes and directs the City Clerk to certify such ballot issue to the Weld County Clerk and Recorder and hereby sets and fixes the foregoing as the ballot title by which such ballot issue is to be submitted. Any protests or contests concerning the ballot title set forth above shall be initiated and conducted in the time and manner set forth in Section 1-11-203.5, Colorado Revised Statutes. The City Clerk, or the Council by resolution, may make such changes in the ballot title set forth above as may be necessary or appropriate to conform to applicable law. Notice of the election, including submission of the ballot issue, shall be given, and the election shall be held and conducted and the results thereof shall be determined, in conformity with the Uniform Election Code of 1992, the Charter and ordinances of the City, and other applicable provisions of the Constitution (including, without limitation, Article X, Section 20 thereof) and laws of the State of Colorado.

Section 3. If the ballot issue is approved, the Council shall be authorized to continue presently existing provisions or to make other provisions (not inconsistent herewith) for the application of revenues derived from such extended retail sales and use tax to the funding of street-related infrastructure improvements and repairs, including safety improvements on streets rated as poor by national standards, pedestrian safety improvements including sidewalks, crosswalks and intersections and safety and traffic flow improvements to major streets, as described in such ballot title, including, without limitation, the application and pledge of such revenues for principal, interest and other payments and as security for presently outstanding and future bonds and other capital financing.

Section 4. The City hereby exercises its power as a home rule municipality, pursuant to Article XX of the Colorado Constitution, to supersede any and all laws of the State of Colorado which may be in conflict herewith.

Section 5. The invalidity or unenforceability of any provision of this ordinance shall in no way affect the validity or enforceability of the remainder of this ordinance.

Section 6. Following approval of this ordinance on first reading, it shall be published in full in the Greeley Tribune. Immediately upon its final passage, this ordinance shall be recorded in the City book of ordinances kept for that purpose, shall be authenticated by the signatures of the Mayor and the City Clerk, and shall be published by reference to title only in the *Greeley Tribune*, a legal newspaper of general circulation of the City. The City Clerk is authorized to include in such publications any additional information that the City Clerk may deem necessary or appropriate.

**PASSED AND ADOPTED, SIGNED AND APPROVED ON THIS _____ DAY OF
_____ 2021.**

ATTEST

THE CITY OF GREELEY, COLORADO

City Clerk

Mayor

Council Agenda Summary

August 3, 2021

Agenda Item Number

Key Staff Contact:

Maria E. Gonzalez Estevez, Human Resources, Phone 970-888-1857

Title:

Introduction of an ordinance ratifying and adopting the Collective Bargaining Agreement between the Greeley Police Officers' Association and the City of Greeley, which agreement by its terms is for a period commencing January 1, 2022 through December 31, 2024

Summary:

The City of Greeley and the Greeley Police Officers Association have negotiated a tentative agreement for a three year contract for the period of January 1, 2022 to December 31, 2024. The terms and duration of the contract were developed taking into account the City's financial situation and financial outlook, including consideration of the economic and financial uncertainties and complications created by the COVID-19 pandemic. The highlights of the tentative agreement are summarized below:

- **ARTICLE VII regarding hours of work and overtime has been amended to remove provisions that allowed Police Officers to sell compensatory time.**
- **ARTICLE VIII regarding salary has been amended to provide for wage increases of 4% in the first year, 3.5% in the second year, and 3.5% in the third year.**
- **Article VII regarding wages has been amended to provide a 2% bonus to Police Officers. This bonus payment will be based on the Officers current salary.**
- **Article XII regarding holidays has been amended to add Martin Luther King, Jr. day as a paid holiday for Police Officers.**
- **Article XXI regarding the term of agreement has been amended to provide for a 3-year term. The agreement will be effective from January 1, 2022 to December 31, 2024.**

The tentative agreement was presented to the Greeley Police Officers' Association local membership and was approved by a vote of 65 in favor and 6 opposed.

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

Fiscal Impact:

Does this item create a fiscal impact on the City of Greeley?	Yes
If yes, what is the initial, or, onetime impact?	Onetime 2% Bonus in 2021 \$264,727

What is the annual impact?	Annual Increases : 2022 - \$890,599 (4.0%) 2023 - \$806,241 (3.5%) 2024 - \$809,874 (3.5%) Total Three Year Contract Cost \$5,411,880
What fund of the City will provide Funding?	General Fund
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:

Consideration of this matter is a legislative process.

Other Issues and Considerations:

None.

Strategic Work Program Item or Applicable Council Priority and Goal:

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

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

Decision Options:

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

Council's Recommended Action:

A motion to introduce the ordinance and schedule the public hearing and final reading for August 17, 2021.

Attachments:

Police Collective Bargaining Agreement 2022-2024
Draft Ordinance

**CITY OF GREELEY, COLORADO
ORDINANCE NO. _____, 2021**

**AN ORDINANCE RATIFYING AND ADOPTING THE COLLECTIVE BARGAINING AGREEMENT
BETWEEN THE GREELEY POLICE OFFICERS' ASSOCIATION AND THE CITY OF GREELEY,
COLORADO, WHICH AGREEMENT BY ITS TERMS IS FOR A PERIOD COMMENCING
JANUARY 1, 2022 THROUGH DECEMBER 31, 2024.**

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

Section 1. The City Council ratifies and adopts the Collective Bargaining Agreement between the City of Greeley and the Greeley Police Officer's Association which agreement by its terms is for the period commencing January 1, 2022 through and including December 31, 2024. A copy of the contract is attached hereto and incorporated herein as Exhibit A.

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

**PASSED AND ADOPTED, SIGNED AND APPROVED ON THIS _____ DAY OF
_____ 2021.**

ATTEST

CITY OF GREELEY, COLORADO

City Clerk

Mayor

COLLECTIVE BARGAINING AGREEMENT
BETWEEN
GREELEY POLICE OFFICERS' ASSOCIATION
AND
CITY OF GREELEY, COLORADO
JANUARY 1, 2022 - DECEMBER 31, 2024

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AGREEMENT

This Agreement is entered into by and between the City of Greeley, hereinafter referred to as the “Employer” or the “City”, and the Greeley Police Officers’ Association, hereinafter referred to as the “Association”.

ARTICLE I SUBORDINATION

This Agreement shall in all respects, wherever the same may be applicable herein, be subject and subordinate to the provisions of the Charter of the City of Greeley, the Rules and Regulations and the General Orders of the Greeley Police Department as promulgated and adopted by the Chief of the Police Department, the Rules and Regulations of the Civil Service Commission of the City of Greeley as promulgated and adopted by the Civil Service Commissioners, and is further subject and subordinate to all applicable City Ordinances, Statutes, Constitutional provisions and any revisions, amendments or newly adopted provisions which may hereinafter be enacted. The parties recognize that it is not the City’s intent to cause ordinances to be enacted for the express purpose of overruling the provisions of this Agreement.

ARTICLE II RECOGNITION

The City recognizes the Association as the sole and exclusive agent for all regular full-time commissioned Police Officers of the Police Department of the City of Greeley, except Sergeants, Lieutenants, Captains and Chief of the Police Department.

ARTICLE III RIGHTS OF MANAGEMENT

Except as otherwise specifically provided in this Agreement, the City has the sole and exclusive right to exercise all the rights or functions of management, and that exercise of any such rights or functions shall not be subject to any grievance procedure, except as to resolution of whether or not a specific matter is a management right. The below enumerated rights of management are not all-inclusive, but indicate the type of matters or rights which belong or are inherent to management. Any of the rights, powers and authority the City had prior to entering into this Agreement are retained by the City. Without limiting the generality of the foregoing, as used herein, the term “Rights of Management” includes:

- A. the determination of Police Department policy including the right to manage the affairs of the Police Department in all respects;
- B. the right to assign working hours including overtime subject only to the express limitations of this Agreement;
- C. the right to establish, modify, or change work schedules, staffing of equipment, amount of equipment in the main or reserve fleet, etc.;
- D. the right to assign Police Officers to other duties within the Police Department when their

equipment is out of service;

- E. the right to direct the members of the Police Department, including the right to hire, promote, transfer, discipline, and discharge any Police Officer for just cause;
- F. the table or organization of the Police Department including the right to organize and reorganize the Police Department in any manner it chooses, including the size of the Police Department and the determination of the job classifications and ranks based upon duties assigned;
- G. the determination of the safety, health, and property protection measures for the Police Department;
- H. the selection, promotion, or transfer of employees to supervisory or other managerial or technician positions or to positions outside the Police Department;
- I. the allocation and assignment of work to Police Officers within the Police Department;
- J. the determination of policy affecting the selection or training of new employees;
- K. the scheduling of operation;
- L. the establishment, amendment and enforcement of Police Department rules, regulations, and orders;
- M. the transfer of work from one position to another within the Classified Service of the Police Department;
- N. the introduction of new, improved or different methods and techniques of operation of the Police Department or a change in existing methods and techniques;
- O. the placing of service, maintenance or other work with outside contractors or other agencies of the City;
- P. the determination of the number of ranks and number of Police Officers within each rank;
- Q. the determination of the amount of supervision necessary;
- R. the transfer of Police Officers from one district or subdivision to another;
- S. the determination of the number and duration of hours of assigned duty per week subject only to the express limitations of this Agreement.

ARTICLE IV NONDISCRIMINATION

Neither the City nor the Association shall unlawfully discriminate against any Police Officer on the basis of race, creed, color, sex, ancestry, religion, national origin, or political affiliation.

ARTICLE V STRIKES AND OTHER DISRUPTIONS OF NORMAL WORK ROUTINE

5.1 The protection of the public health, safety, and welfare demands, and the Association and its members jointly and severally agree, that neither the Association, nor the Police Officers, or any person acting in concert with them, will cause, sanction, or take part in any strike, walkout, sit-down, slowdown, stoppage of work, picketing other than constitutionally protected non-strike related picketing, retarding of work, sick-out or excessive absenteeism, withholding of services, or any other interference with the normal work routine. The provisions of this section apply as long as this Agreement, or during any renewal or extension thereof, is in effect and, in addition, as long as Charter Section 11-3(a), passed by vote of the citizens of Greeley on November 3, 1981, or any amendment thereof, is in effect.

5.2 Violations of any provisions of this Article by the Association shall be cause for the City terminating this Agreement upon the giving of written notice to this effect to the President of the Greeley Police Officers' Association, in addition to whatever other remedies may be available to the City at law or in equity.

5.3 Violation of any of the provisions of this Article by any Police Officer shall be just cause for the immediate discharge of that Police Officer, in addition to whatever other remedies may be available to the City at law or in equity. No Police Officer shall receive any portion of their salary while engaging in activity in violation of this Article.

5.4 The Association agrees to notify all Association officers and representatives of their obligation and responsibility for maintaining compliance with this Article, including their responsibility to remain at work during any interruption which may be caused or initiated by others, and to encourage employees violating this Article to return to work.

ARTICLE VI ASSOCIATION ACTIVITY AND DUES CHECK OFF

6.1 The parties agree that membership in the Association will be on a voluntary basis on the part of each Police Officer. No Police Officer shall be required to become or remain a member of the Association as a condition of employment or continued employment by the City, and this Agreement shall be and remain an Open Shop Agreement.

6.2 Neither the Association, nor its Officers, agents, representatives, or members will intimidate, interfere with, or coerce either union or non-union Police Officers. No union activity or union business of any kind will be carried on during working hours without express permission in advance from the Police Chief. Violations of this Section by any Police Officers shall be just cause for disciplinary action. Failure of the City to enforce any of the provisions of

this section in any one or more instances shall not be considered a waiver of any of its provisions.

6.3 The City will accept a signed dues deduction authorization, by any member of the bargaining unit covered by this Agreement, as equivalent to a continuing voucher by such member of the bargaining unit in the amount of monthly dues, or initiation fees or assessments uniformly required by the Association (certified by the Treasurer of the Association as the proper amount) and such authorization shall remain in effect for the duration of this Agreement. However, any such authorization may be revoked by a Police Officer on a written notice by certified mail to the City with a copy sent to the Association.

6.4 Deduction of Association dues shall be made on each paycheck following the pay period in which the authorization was received. Deductions provided herein shall be remitted to the Treasurer of the Association no later than five (5) working days following the payment date in which deductions were made and shall include all deductions made in that period. The City shall furnish with the deductions remitted, an alphabetized listing of each employee for whom a deduction is made showing the exact amount of each respective deduction.

6.5 The Association shall indemnify the City and hold it harmless against all claims, demands, suits, or other forms of liability that shall arise out of, or by reason of, any action taken by the City for the purpose of complying with the provisions of this Article of the Collective Bargaining Agreement

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

The Association further expressly herein agrees that in the event that any claim, lawsuit or legal proceeding is filed or commenced by any member or members of the bargaining units, acting on their own personal behalf and not on behalf of the Association, challenging the language of this contract as being violative or void under law, the Association shall join with the City in defending, as a party defendant, the provisions and language of this contract.

ARTICLE VII HOURS OF WORK AND OVERTIME

7.1 Work Week. Except as otherwise specifically provided herein, the normal work week of Police Officers shall consist of forty (40) hours per week of work, exclusive of unscheduled interruptions, which shall be scheduled on consecutive days not to exceed five (5), except at a period of shift or unit reassignment, but such five (5) consecutive days will not necessarily occur during a "work week" as defined herein below. The work week will commence at 12:01 a.m. Thursday and continue through and until midnight the following Wednesday, except for shifts which overlap from one work week to the next. In the case of shift jobs not starting at midnight which would overlap into the next work week, the work week begins at the time the shift starts on Thursday (not Wednesday night). The Chief of Police or the Chief's designee shall determine the schedules of the divisions of the Police Department, consistent with the foregoing.

Effective with the first shift change in January 2019, Police Officers shall be granted a forty-five (45) minute paid meal break during the scheduled work day. Police Officers will be

allowed to take the meal break as scheduling allows. In addition Police Officers shall be entitled to one (1) fifteen-minute break during each scheduled full work day. Break times will not be used consecutively and will not be used at the beginning or end of the work day. In no event may break time be claimed as overtime. It is presumed that operational needs take precedence over all break times.

7.2 Overtime Pay. All time actually worked over forty (40) hours in the work week will be paid at time and one-half unless compensatory time is requested by the Officer and approved. For the purpose of determining entitlement to overtime pay, vacation time and holiday time will be included in the forty-hour work week. Schedules will not be adjusted solely to avoid payment of overtime during a work week in which the officer has earned overtime hours. Schedules outside a current work week may be adjusted to avoid the payment of overtime. The forty-hour work week will include mandatory pre-shift briefings.

7.3 On Call. “On Call” is when the City needs an Officer to be available for a possible call to duty outside the Officer’s regular shift. The Officer shall be free to engage in any endeavor of their choosing consistent with General Orders governing on call status, must provide the Police Department with the Officer’s cell home number, is required to carry the cell phone while on call, and must report to work within one hour of being called.

Except for the existing rotating on-call plan for investigations or the task force, assigned on call time shall not exceed eight (8) hours in any one (1) work week.

An Officer who is placed on call will receive pay at the rate of \$1.50 for each hour of on call duty. Pay for time on call will not exceed \$192 per week. An Officer actually called back to work after having left work and while on call will be paid a minimum of two hour’s pay at 1 ½ time the Officer’s regular rate of pay unless the time extends to the Officer’s regular work shift.

Members of the SWAT team may respond to possible calls to duty outside of the SWAT Officer’s regular shift. SWAT officers shall be free to engage in any endeavor of their choosing and are not subject to the existing rotation on-call plan for investigations. Cell phones will be made available to Officers on SWAT.

7.4 Court Appearances. Court appearances shall be defined as necessary appearances before courts and grand juries. When a Police Officer’s work requires a court appearance which is within regularly scheduled work hours or overlaps with the Officer’s regularly scheduled work hours, court time will be paid at straight time, overtime or compensatory time in accordance with the overtime and compensatory provisions of this Article. If a Police Officer’s work requires a court appearance that is not part of or does not overlap with an Officer’s scheduled work hours, the Officer shall be compensated for a minimum of three (3) hours of pay at the overtime rate, or the actual time in court, whichever is greater, at a rate of pay consistent with the overtime provisions of this Article.

7.5 No Pyramiding. There shall be no pyramiding of overtime under this Article or any Article of this Agreement.

7.6 Compensatory Time. Compensatory time off in lieu of cash payments for overtime will be permitted only upon the approval by the Chief of Police. The total number of compensatory time hours will not exceed forty (40) at any given time. At the time of promotion

or termination, the Police Officer shall receive payment for any unused compensatory balance with such payment calculated based upon the Police Officer's regular straight time hourly rate of pay in effect on the date of promotion or termination.

Officers will be allowed to request compensatory time off at any time. The supervisor will make the final determination on granting that time based on staffing levels. When compensatory time is earned in a pay period, the Officer may be allowed to receive a portion of that compensation in leave time, and a portion in paid overtime.

7.7 No Guarantee. This Article is intended to define the normal hours of work and to provide the basis for the calculation and payment of overtime. It shall not be construed as a guarantee of hours of work per day or per week, or of days of work per week.

ARTICLE VIII SALARY

8.1 Police Officers covered by this Agreement shall be paid in accordance with the following position classifications:

Effective January 6, 2022 (4% Increase)

	Hourly	Monthly	Annual
Step A	34.29	5,944.12	71,329
Step B	35.48	6,149.78	73,797
Step C	37.77	6,546.89	78,563
Step D	40.23	6,972.51	83,670
Step E	42.82	7,422.57	89,071
Step F	47.33	8,204.47	98,454

Effective January 5, 2023 (3.5% Increase)

	Hourly	Monthly	Annual
Step A	35.49	6,152.16	73,826
Step B	36.72	6,365.02	76,380
Step C	39.09	6,776.03	81,312
Step D	41.63	7,216.54	86,599
Step E	44.32	7,682.36	92,188
Step F	48.99	8,491.63	101,900

Effective January 4, 2024 (3.5% Increase)			
	Hourly	Monthly	Annual
Step A	36.74	6,367.49	76,410
Step B	38.01	6,587.80	79,054
Step C	40.46	7,013.19	84,158
Step D	43.09	7,469.12	89,629
Step E	45.87	7,951.24	95,415
Step F	50.70	8,788.84	105,466

Officers will be eligible for a step increase every twelve (12) months upon satisfactorily completing all requirements. New employees with prior law enforcement experience may be paid at a level above starting salary. The level at which new employees enter the salary schedule shall be determined by the Police Chief and the Human Resources Director. In the event that this occurs, thereafter, Officers will be eligible for a step increase every twelve (12) months upon satisfactorily completing all requirements.

The Police Chief may exercise discretion in delaying the eligibility of an increase due to pending disciplinary review. Depending on the outcome and circumstances, the Officers may receive their pay increase retroactive to their eligibility date.

8.2 Tuition Assistance. Police Officers who have completed the original probationary period are eligible for tuition assistance for job-related college-level courses up to \$2,000 per year and \$15,000 per lifetime as approved by the Chief of Police. Approval must be requested and received in advance of enrollment. Courses or degree programs must be administered by an accredited college, university or technical training center. Correspondence courses will not qualify for assistance. Reimbursements will be made only upon the satisfactory completion of courses (a grade "C" or higher for undergraduate work, a grade "B" or higher for graduate work). The cost of books is not eligible for reimbursement. Mandatory student fees as verified by the Registrar's Office will be eligible for reimbursement. Tuition amounts paid by other sources (e.g. G.I. Bill) will not be eligible for tuition reimbursement. When employees enroll in programs that are not local, the amount of tuition reimbursement will be the amount charged by the closest university to Greeley which is offering a comparable program. Police Officers who terminate for any reason before the expiration of three hundred sixty five (365) days from the date of completion of the subject courses(s), shall be responsible for reimbursing the City for any monies paid for tuition for said course(s).

8.3 Collateral Assignment. Police Officers in the collateral assignment of Field Training Officer (FTO) or acting in the capacity of the FTO shall receive one hour of pay at the Officer's regular rate for each full working day performing as an FTO or one half hour of pay at the Officer's regular rate for each half working day performing as an FTO.

8.4 Defined Contribution Plan Contributions. During the term of this Agreement, the City shall make a ten and one-half percent (10.5%) contribution to an Officer's defined contribution plan, while the Officer's contribution shall be nine and one-half percent (9.5%).

8.5 One-Time Payments in 2021. Officers employed by the City on the date of full execution of this Agreement shall receive a one-time payment of two percent (2%) of their then-current salaries. This payment shall be made to such Officers within sixty (60) days of the date of full execution of this Agreement.

ARTICLE IX HEALTH AND WELFARE

9.1 Health Insurance Contribution. The City agrees to continue its current contribution toward the current health insurance plan. Maximum contributions of the City will be 80% for family coverage and 80% for single coverage. The City reserves the right to provide this insurance through a self-insured plan or under a group insurance policy or policies issued by an insurance company or companies selected by the City.

9.2 Dental Insurance Contribution. The City agrees to provide the Police Officers with the same dental insurance plan provided to other City employees. The City reserves the right to provide this dental insurance through a self-insured plan or under a group insurance policy or policies issued by an insurance company or companies selected by the City. It is understood that the insurance plan is subject to the rules and regulations of the insurance carrier.

9.3 Life Insurance Contribution. The City agrees to provide Police Officers with one and one-half (1 ½) times annual salary life insurance with Accidental Death and Dismemberment. The City will continue to provide \$1,000 of dependent life insurance coverage for dependents. The City reserves the right to provide this life insurance through a self-insured plan or under a group insurance policy or policies issued by an insurance company or companies selected by the City. It is understood that the life insurance plan is subject to the rules and regulations of the insurance carrier.

9.4 Physical Examinations. Any physical, psychological, or fitness-for-duty examinations required of Police Officers by the City shall be at City expense and the results thereof shall be submitted to the City. Upon request, the Police Officer shall be afforded an opportunity to review the results. The above shall not be construed to include examinations for work-related injuries or illnesses covered by the City's worker's compensation program.

9.5 Line of Duty Death. If a Police Officer is killed in the line of duty, the City shall pay twenty thousand dollars (\$20,000.00) to the Police Officer's estate to assist with funeral expenses.

If a Police Officer is killed in the line of duty, the City shall pay 100% of the health, dental and/or vision insurance premiums for the first twelve months of COBRA coverage for a surviving spouse and eligible dependents of the Police Officer enrolled in the City's health, dental and/or vision insurance plans at the time of the line of duty death.

9.6 Post Employment Health Plan. Police Officers shall be required to contribute \$250 annually to a Post Employment Health Plan (PEHP) or similar retirement savings plan in accordance with the terms and conditions of the plan's participation agreement. The City agrees to deduct \$9.62 from the biweekly paycheck of each Police Officer. The Association agrees that the City will not be responsible for administrative or other fees or costs associated with administration of the plan.

ARTICLE X DEATH AND DISABILITY

10.1 The City of Greeley will pay the full amount of the premium charged for the statewide death and disability plan for Police Officers hired on or after January 1, 1997.

ARTICLE XI SICK LEAVE

11.1 Traditional sick leave is available if selected by Police Officers hired prior to January 1, 2016. The Police Officer shall be entitled to accrue sick leave at the rate of three-point-seven (3.7) hours after each biweekly period the Police Officer is in a pay status; up to a maximum of nine hundred and sixty (960) hours. Police Officers with more than nine hundred and sixty (960) hours of sick leave as of January 4, 2012 will be grandfathered and allowed to bank any hours above 960. Banked hours can be accessed at any time while the Police Officer is an active employee until the hours are exhausted. Police Officers shall not accrue sick leave for any pay period which they are on layoff, leave of absence or other forms of unpaid status, or while engaged in conduct in violation of Article V of this Agreement.

11.2 When a Police Officer is absent due to an incapacitating personal illness or injury, or required medical, dental, or optical examination, the Police Officer shall personally notify a supervisor as soon as the Police Officer knows the Police Officer will not be able to report to work. Time off for non-emergency doctor, dental, or optical appointments should be scheduled on off-duty time when possible. Each Police Officer shall be paid at their regular straight-time rate for each regular workday, or portion thereof, missed because of said absence to the extent the Police Officer has available sick leave.

11.3 A Police Officer may use up to forty (40) hours of available sick leave annually for the illness or injury of a Police Officer's spouse, dependent child, or parent. At the Chief's discretion, the forty (40) hour cap shall not apply in the case of a major illness or injury of a Police Officer's spouse or dependent child.

11.4 No Police Officer shall be entitled to claim the benefits of this Article unless the Police Officer informs the Police Chief or the Chief's designee of their illness. The Police Chief or the Chief's designee shall forward the request for payment for said absence to the appropriate payroll person for processing.

11.5 A doctor's certificate or examination by a City designated physician may be required by the City as verification of illness. Any abuse of the sick leave privileges shall be subject to disciplinary action. Police Officers returning to work after a major or potentially

incapacitating illness must submit a doctor's written release before returning to duty.

11.6 It is the intent of this Article that no Police Officer absent from work due to such illness, injury, examination or treatment, shall receive more compensation per any work week than forty (40) hours of pay at their regular straight-time pay, including other sources of compensation to which they are entitled, such as Workmen's Compensation, under applicable State laws.

11.7 No Police Officer shall be allowed to receive cash for accrued sick leave except upon termination as set forth in Paragraph 11.9. At no time shall sick leave be converted to vacation, holiday leave, or any other time off with pay.

11.8 Upon termination from employment, a Police Officer hired prior to January 1, 1991 and who did not elect to participate in the Paid Time Off program, will be paid for:

- 1) One-half of their sick leave accrual at the time of termination; or
- 2) One-half of their sick leave accrual as of December 31, 1990, whichever is less.

In either case, payment will not exceed a maximum of sixty (60) working days (480 hours). Employees hired after January 1, 1991 will not receive pay for accumulated sick leave balances at the time of termination.

11.9 Injury Leave. If an employee has been disabled due to an on-the-job injury and is entitled to receive benefits under the Worker's Compensation Law of the State of Colorado for temporary partial disability or temporary total disability, work time missed shall be charged as injury leave as follows:

If an employee misses work due to an on-the-job injury, the employee is permitted to be off work only when a designated physician has certified the time off as related to the injury, in writing, prior to the taking of the time off. In cases involving an emergency, the Officer's physician's certification for time off must be received as soon as practical.

An employee's leave time will be charged to injury leave unless there is some question as to whether the claim will be admitted for liability by the third-party administrator. Injury leave is paid at the employee's normal rate of pay for a maximum of ninety (90) calendar days per injury. Injury leave pay will be reduced by payments provided by other sources (e.g. State Police Pension Plan, Social Security). The employee shall submit to the City evidence of such payments.

If a question arises concerning liability for the claim, leave time will be charged to the employee's accrued sick, vacation or other leave balance until there is an admission of liability by the third-party administrator. If an admission of liability is entered, the employee's sick, vacation, or other leave time will be reinstated.

Appointments for treatment related to an on-the-job injury must be made outside normal working hours; time absent due to medical appointments cannot be charged to injury leave. If scheduling appointments outside of normal work hours is not possible due to the medical provider's schedule, time missed for the length of the medical appointment only (not travel time)

may be charged to injury leave.

Injury leave shall terminate after ninety (90) calendar days or as it applies below:

- 1) On the date a ruling of permanent disability is made.
- 2) At such time as the employee is declared capable of performing their normal duties by a City designated physician.
- 3) At such time as the employee is declared capable of participating in the alternate duty program by a designated physician, if an alternate duty assignment is available.
- 4) When the employee reaches maximum medical improvement (MMI).

Employees who exhaust the 90 calendar days of injury leave may be eligible to continue to receive compensation at a rate equal to two-thirds (2/3) of their regular pay as administered through the third-party administrator. If the employee is not released to return to their regular job duties by the expiration of the injury leave period, the employee will be considered for reassignment to an available position for which the employee meets the essential job functions. If such reassignment is not possible the employee may be terminated.

An employee who is injured while on duty and/or acting within the scope of their employment with the City of Greeley will be entitled to injury leave.

11.10 Sick Leave Incentive. After the last pay check of the year is processed, each Police Officer's leave usage for all time paid that year will be totaled (approximately equal to 12 months) to determine whether the Police Officer qualifies for the sick leave incentive program. Police Officers who have worked for the City for a full 12 month period and who use 30 hours or less of sick leave, will receive an additional 16 hours of vacation.

Police Officers who qualify for additional vacation hours will be credited with the additional hours in February of the following calendar year.

ARTICLE XII HOLIDAYS

12.1 Police Officers shall be granted eleven (11) days (88 hours) of holiday leave each year in lieu of taking the actual holiday off. For the purpose of calculating holiday accruals for new and terminating employees, holiday accrual is based on 6.67 hours for each full month worked.

The holiday leave will be granted to each Officer by January 1 of each calendar year. Holiday leave must be taken by December 21, 2022, December 20, 2023 and December 18, 2024 or it will be forfeited with the exception that holidays that are canceled by the Police Chief or the Chief's designee may be rescheduled and must be taken within thirty (30) days of the date the Officer was notified of the cancellation.

Holidays shall not accrue during a period of layoff, leave of absence, other forms of unpaid status or while engaged in conduct in violation of Article V of this Agreement.

Time spent on holiday leave will be considered time worked for overtime purposes.

- A) Except as provided for above, there shall be no credit for holidays carried over from one calendar year to the next.
- B) Scheduling holiday leave must be approved by the Police Chief or the Chief's designee.
- C) Holiday leave shall not be taken in increments of less than one (1) hour.

12.2 Police Officers hired after January 1 will be granted holiday leave on a pro-rated basis at the time of hire.

12.3 The following shall be paid holidays:

New Year's Day	Veteran's Day
President's Day Birthday	Thanksgiving Day
Memorial Day	Friday after Thanksgiving
Independence Day	Christmas Eve
Labor Day	Christmas Day
Martin Luther King Jr. Day	

12.4 No Police Officer shall be allowed to receive cash in lieu of time off except upon termination as set forth in Paragraph A below.

- A) Upon termination, total holiday hours to which the Police Officer is entitled will be calculated based on the number of full months worked and the Police Officer shall:
 - 1) Be paid for unused holiday hours; or
 - 2) Receive an adjustment from the Officer's final paycheck deducting the hours used in excess of the hours earned.
- B) Police Officers assigned to any of the following functions or positions: Community Services Officer, Crime Prevention, Inspectional Services or any other administrative function or position created by the Chief of Police, may be required by the Chief of Police or the Chief's designee, in the Chief's sole discretion, to take a given listed holiday when City offices are closed depending on the work assignment of such Officer.

ARTICLE XIII PTO, VACATION AND LEAVES OF ABSENCE

Paid Time Off

13.1 Police Officers hired on or after January 1, 2016, and current Police Officers who elected to transfer to the Paid Time Off (PTO) plan by completing enrollment paperwork prior to November 15, 2015, shall accrue PTO hours for each biweekly pay period in which the Police Officer has been in paid status effective with the pay period beginning January 7, 2016, pursuant to the schedule below. PTO can be used for rest, recreation, personal illness/injury or time off to meet other personal needs such as doctor, dentist or EAP appointments with supervisory approval as outlined below.

After the first full pay period following completion of two months of employment with the City, Police Officers will be credited with 16 hours of PTO and begin accruing PTO at the rate listed below. The maximum PTO accrual for full-time Police Officers is listed below:

<u>Length of Service</u>	<u>Bi-weekly Accrual (Hours)</u>	<u>Annual Accrual (Hours)</u>	<u>Maximum Accrual (Hours)</u>	
			<u>Hired prior to 12-31-15</u>	<u>Hired On or After 1-1-16</u>
Initial employment through 2 nd yr	4.64 hrs	120.6	300	240
3 rd through 5 th year	5.24	136.2	300	240
6 th through 10 th year	6.14	159.6	300	280
11 th through 15 th year	7.04	183.0	300	280
16 th through 20 th year	7.74	201.2	320	300
21 st year or more	8.04	209.0	320	300

All PTO hours accrued but not taken are paid upon termination. A Police Officer must work the full pay period to accrue PTO for that pay period. PTO can be taken with supervisory approval. Requests must be submitted and approved in advance except as otherwise indicated below.

Unscheduled Use of PTO

PTO may be used without prior approval for Police Officer or family illness or emergencies. If advance notice is not possible, the Police Officer must notify his/her supervisor of the need for the request of the time off prior to the beginning of the Police Officer's work shift. A Police Officer must keep his/her supervisor informed of his/her condition. Additionally, the Police Officer may be required to provide a doctor's certification or other documentation related to the unscheduled leave. Unscheduled use of PTO which interferes with job performance or City operations may subject the Police Officer to disciplinary action as may be appropriate under City policies and state and federal law.

For Police Officers with Banked Sick Leave time off due to personal illness or injury (including medical appointments) whether scheduled or unscheduled should be charged to the "Unscheduled PTO" pay code. After charging a minimum of 32 hours per payroll calendar year to Unscheduled PTO, a Police Officer is eligible to charge time off due to personal illness or injury to Banked Sick Leave and is responsible for coding the timekeeping system with the appropriate pay code.

Banked Sick Leave

Banked Sick Leave refers to those sick leave hours that have been accrued by Police Officers as of December 16, 2015. These sick leave hours are placed in a bank and may be used in the following ways:

- To supplement Short Term Disability (STD) payments to 100% of regular salary during the term of the disability;
- For personal illness or injury (including medical appointments) after 32 hours of time charged to the unscheduled PTO code have been taken in a payroll calendar year;
- For illness or injury (including medical appointments) of family members (spouse, civil union partner, dependent child or parent) up to 40 hours in a year calculated based on the pay periods paid in the calendar year.

On the January 7, 2016 paycheck Police Officers hired prior to January 1, 1991 who elected to transfer to the PTO plan will be paid for:

- One-half of their sick leave accrual as of December 16, 2015; or
- One-half of their sick leave accrual as of December 31, 1990, whichever is less.

The hours paid out will be deducted from the Police Officer's banked sick leave hours.

Police Officers will not receive pay for banked sick leave balances at time of termination of employment.

Short Term Disability

Short Term Disability (STD) is income coverage that is provided by the City in the event a Police Officer enrolled in the PTO program is unable to perform the essential functions of his/her job due to medical incapacity for scheduled work hours after any consecutive fourteen (14) calendar day period (referred to as the "elimination period"). The STD benefit will be paid at the rate of 70% of the Police Officer's normal base salary. STD payments are considered taxable income to the Police Officer.

Leave time charged to STD will be considered as part of and administered in accordance with the Family and Medical Leave policy. Time charged as STD is included to calculate the 12-week maximum Family and Medical Leave period.

Police Officers are eligible for STD effective the first day of the month following completion of four full months of employment. A Police Officer must be actively at work on the scheduled work day before the scheduled effective date of STD or STD will not be effective until the day after the Police Officer completes one full day of active work. A 90 day pre-existing exclusion will apply with the 90 day waiting period beginning the day just before STD becomes effective.

To be eligible for STD, scheduled work hours for the first fourteen (14) consecutive days of any period of medical incapacity relating to the same personal illness or injury will be charged to available leaves or leave without pay.

Written application for STD must be made through the Human Resources Department as soon as possible after a Police Officer is aware of the potential need for STD. It is the Police Officer's responsibility to submit the application to Human Resources although a relative or friend may submit the application if the Police Officer is unable to do so. Application for STD must be received in the Human Resources Department no later than fifteen (15) days after the first day of medical incapacity or fifteen (15) days from the date Short Term Disability paperwork is mailed to the Police Officer's home, whichever date occurs first. Retroactive STD payments will not be made after the shorter of these fifteen (15) day periods. The company hired by the City as the STD plan administrator will make decisions regarding eligibility for STD.

The written application for STD must be accompanied by a signed statement from a licensed medical doctor to be submitted to the City of Greeley's STD plan administrator: (1) verifying that the Police Officer is medically unable to perform assigned duties; (2) identifying the medically incapacitating condition involved; (3) estimating the anticipated length of the required absence. The City reserves the right to require a Police Officer to submit to an examination by one or more City-designated physicians at any time during the duration of the STD leave. Second medical opinions requested by the plan administrator when making the initial determination regarding eligibility for STD will be paid for by the City. All other physician examinations will be the responsibility of the Police Officer or the Police Officer's health plan. Leave associated with childbirth and/or conditions arising there from will be treated as any other temporary disability, where applicable.

If approved, STD will provide coverage for the period of disability in excess of the fourteen (14) calendar day period for a combined maximum period of 90 calendar days. Separate periods of STD that may or may not include intermittent or reduced work hours resulting from the same or related causes will be considered one period of STD unless separated by at least two consecutive weeks of the Police Officer's return to a full work schedule.

STD will be paid at 70% of the pre-disability rate of pay for the duration of the STD. Available leave hours may be used to supplement STD pay to 100% during the disability. Under no circumstances will a Police Officer receive a combination of paid leave and STD which exceeds 100% of the Police Officer's normal base pay. A Police Officer must make a one-time decision at the beginning of the STD period regarding use of available leave to supplement STD. Police Officers receiving or eligible to receive partial or total disability whether permanent, temporary, or vocational under workers' compensation either through the City or through the workers' compensation administrator will not be eligible for STD.

If an Police Officer's initial application for STD is not approved by the STD plan administrator prior to the end of the first pay period in which the STD hours would be entered, leave hours will be charged to STD pending approval from the STD administrator. If a Police Officer's application for STD is denied or delayed beyond the initial pay period in which STD hours would be entered, leave hours charged to STD will be reversed and charged to other available leave or leave without pay.

In the event that a Police Officer chooses to use leave time to supplement STD or STD is denied or delayed the leave time will be charged to the Police Officer in the following order:

- Banked Sick Leave
- Holiday
- Compensatory time
- Paid Time Off (PTO)
- Leave without pay

Benefits will continue during the period of STD as set forth below:

- City and Police Officer contributions to health, dental, vision and life insurance premiums for the Police Officer will continue during the period of STD.
- City and Police Officer contributions to the Pension Plan will continue during the period of STD and will be based on the compensation received during STD.
- Police Officer contributions to a flexible spending account will continue unless the Police Officer is eligible and makes a change due to a change in status.
- Accrual of all leave will continue during any period of STD and holiday hours occurring during the time a Police Officer is on STD will be charged to holiday leave and not to STD. Holiday leave will also be charged to holiday leave and not to STD for Police Officers granted holiday leave in a lump sum at the beginning of each year when the Police Officer's period of STD encompasses a City-designated holiday. Holiday hours charged during a period of STD will count toward the STD maximum period.

On the Police Officer's return from STD leave, s/he must bring a fitness for duty release from the physician in all cases except for the delivery of a child without medical complications.

In some situations, alternate duty assignments may be available for Police Officers otherwise eligible for STD. Police Officers offered, but who refuse an alternate duty assignment, will not be eligible for STD on or after the date the alternate duty would begin. Such Police Officers may take applicable accrued leave, Banked Sick Leave or leave without pay if approved.

Eligibility for STD for Terminated Police Officers

If a Police Officer qualifies for STD while employed in a regular position and employment ends prior to the end of the STD period, STD payments will continue. The City, in its sole discretion, will determine whether STD will be administered through the regular payroll process or another process as deemed appropriate by the City. An individual who is employed at

the beginning of the STD period but whose employment ends at any point during the STD period will not be eligible for any benefits as described above other than STD. The STD benefit will be paid at the rate of 70% of the individual's base salary on the individual's last full day of employment prior to disability. STD payments are considered taxable income.

Paid Time Off Sell Back

A Police Officer may also be eligible to cash in ("sell back") accrued PTO hours one time during each calendar year if the Police Officer has been employed in a regular position for at least two years and the following conditions are met:	Full-Time
Maximum hours eligible to be sold back	40
Have used a minimum number of PTO hours in the 12 month period prior to request	40
Minimum PTO balance at the time of the sell back request	80

Paid Time Off Sell Back forms are available on City's intranet or from Human Resources.

13.2 Traditional Vacation (if selected by Police Officers hired prior to January 1, 2016).

No Police Officer shall earn any vacation during the Police Officer's first six (6) months of employment, but shall earn forty (40) hours of vacation immediately upon successful completion of the six (6) month period.

Every Police Officer who has been in the continuous service of the City for more than six (6) months shall be eligible for paid vacation on the following basis:

<u>YEARS OF SERVICE COMPLETED</u>	<u>VACATION HOURS PER PAY PERIOD</u>
After completion of 6 months	40 hours
6 months – 2 years	3.1 hours per pay period (80 hours/year)
3-5 years	3.7 hours per pay period (96 hours/year)
6-10 years	4.6 hours per pay period (120 hours/year)
11-15 years	5.5 hours per pay period (144 hours/year)
16-20 years	6.2 hours per pay period (160 hour/year)
21 years and up	6.5 hours per pay period (168 hours/year)

Vacation shall be earned at the rates detailed above and will be accrued on a bi-weekly basis for periods in which the Police Officer is in a pay status. No vacation may be taken in advance of the pay period in which it is earned.

A. Police Officers shall not accrue vacation for any pay period during which they are on layoff, leave of absence, other forms of unpaid status, or while engaged in conduct in violation of Article V of this Agreement.

B. The rate of vacation pay shall be the Police Officer's regular, straight time

hourly rate of pay in effect for the employee's regular job at the time the vacation is being taken.

- C. Vacation leave will be scheduled at the discretion of the City in accordance with Department Policy.
- D. The maximum vacation accrual for Police Officers is 280 hours.
- E. No Police Officer shall be allowed to receive cash in lieu of time off except as set forth in Paragraphs F and G below.
- F. A Police Officer who terminates for any reason shall receive vacation pay for the actual amount of vacation accrued at the time of their separation from employment with the City. The amount of payment for said vacation shall be calculated based upon the Police Officer's regular straight time hourly rate of pay in effect for the Police Officer's regular job on the Police Officer's last work day.
- G. Police Officers may sell back to the City up to forty (40) hours of vacation one (1) time during the calendar year. To be eligible to sell back vacation hours, the Officer must be employed a minimum of two (2) years, must have used 40 hours of vacation during the previous twelve (12) month period and must have a minimum balance of eighty (80) hours at the time of the sell-back request. The vacation leave will be paid by the City at the Police Officer's regular straight time hourly rate of pay on the day of the receipt of the request.

13.3 Military Leave.

- A. A Police Officer is eligible for leave without pay for military service as defined by Congress in the Selective Service Act of 1977. An affected Police Officer should notify the Officer's supervisor in writing immediately after receiving orders for active duty and furnish copies of such orders to the supervisors. Said Police Officer shall not receive any termination pay (i.e. accrued sick leave, vacation, holidays). If the Police Officer applies for reinstatement within the time period provided by law after discharge from such military service, the Police Officer will be reinstated with pay commensurate with what the Police Officer would have obtained in the Police Officer's vacated position, but for the military service, if the Police Officer is found to be mentally and physically qualified to do so. If the Police Officer is not found to be able to perform the duties of the vacated position, the employee may be placed in a different classification at an appropriate pay rate if such position is available, or terminated.
- B. Police Officers belonging to guard or reserve units will be allowed to take up to fifteen (15) calendar days per year of time off from their regular duties for military training. If the Police Officer's salary from the Armed Services, exclusive of travel allowance, is less than the gross pay from the City, the Officer will receive the difference between the two salaries for a period not to exceed fifteen (15) days for annual training. In no event shall the total pay for

such period exceed the normal pay of the Police Officer. Police Officers shall be required to submit to the City proof of the pay they received from the military.

13.4 Funeral Leave.

- A. In the event of a death in the Police Officer's immediate family a Police Officer may be granted between one (1) and three (3) consecutive work days of funeral leave for the purpose of allowing the Police Officer to attend the funeral and handle the personal affairs of the deceased. This period of time may be extended up to a total of five (5) consecutive work days of funeral leave if extended travel time is necessary and the additional days would have been scheduled work days. During such time a Police Officer shall be paid at their regular straight time rate for regularly scheduled work hours missed because of said absence. Time spent on funeral leave will not be considered as hours worked for purposes of overtime calculations. For purposes of funeral leave, immediate family is defined as spouse, child, parent, grandparent, grandchildren, brother, sister (these include step, half and in-law relationships), aunt, uncle, niece, nephew and first cousin.
- B. A Police Officer desiring additional time off with pay in conjunction with funeral leave may request vacation leave in accordance with the provisions of this Article.

13.5 Jury Duty.

- A. When Police Officers are called for jury duty at a time which conflicts with their regular work schedule, they shall be compensated for time lost from the job at the regular straight time hourly rate, for regularly scheduled work hours missed because of said absence but in no case more than forty (40) hours per week, up to a maximum of thirty (30) working days. Time spent on jury duty will not be considered in overtime calculations.
- B. The Police Officer must sign over to the City the compensation received for jury duty.
- C. If scheduled for work, the Police Officer shall be expected to report back to work within thirty (30) minutes from the time the Police Officer is excused from jury duty.
- D. If a Police Officer is excused and does not serve on the jury, the Officer will be required to work a regular shift.
- E. A Police Officer may be required to show evidence of jury duty upon request by the Police Chief or the Chief's designee.

13.6 Leave Without Pay. Police Officers covered by this Agreement may request, in writing, a leave of absence from the Chief of Police, who may grant a leave of absence to a Police Officer who has been in the bargaining unit for not less than one (1) year, for such period

as the Police Chief sees fit, not to exceed ninety (90) calendar days. Upon written request, an extension of leave of absence may be granted at the sole discretion of the Chief of Police. Said extension shall not exceed an additional ninety (90) calendar days. An additional extended period of leave without pay cannot be requested until the Police Officer has been at work for not less than twelve (12) months. Leaves of absence shall not be granted to Police Officers to accept remunerative employment elsewhere.

As a condition to such leave being granted, the Police Officer may be required to waive all rights to immediate reinstatement in the Officer's position upon termination of the leave and to retain only the right to be appointed to the first vacancy for the position in which the Officer has been employed.

A Police Officer granted a leave of absence shall continue to accrue leave and be eligible for benefits for only the first thirty (30) days of leave without pay. A Police Officer must pay in advance to the City the full cost of insurance or other benefits requiring the payment of a cash premium, if the Officer wishes to retain such benefits after the thirty-day period.

In the event the Police Officer does not desire to retain such benefits, the Officer shall sign a waiver releasing the City from any and all liability resulting from the discontinuance of such benefits. The Police Officer must agree in writing to pay for any costs associated with resuming such benefit coverage and shall be subject to the term and conditions of benefit plans as they exist at the date of reinstatement.

13.7 Family/Medical Leave. All provisions of Family/Medical Leave (FMLA) will be administered in accordance with the Family and Medical Leave City policy with detailed information available through the Human Resources Department.

ARTICLE XIV CLOTHING AND EQUIPMENT

14.1 New Police Officers shall receive the following uniform clothing which will be paid for in full by the Police Department. This uniform clothing will be in lieu of the cash payment for the purchase of clothing and duty related equipment made to other Police Officers for that calendar year.

Three (3)	Short Sleeve Shirts
Three (3)	Long Sleeve Shirts
Three (3)	Pairs of Pants
One (1)	Winter Coat
One (1)	Hat
One (1)	Light Coat
One (1)	Winter Hat
One (1)	Set of Rain wear

Such uniform clothing must be obtained at a City-designated supplier.

14.2 Each Police Officer with 12 or more months of service as of January 1 shall receive eight hundred dollars (\$800) annually, 50% of which shall be paid on the pay date following January 1 and the remaining 50% on the pay date following July 1, for the purchase of clothing

and duty related equipment and for uniform and clothing cleaning and maintenance. Police Officers with less than 12 months of service as a Police Officer at the beginning of each calendar year or Officers hired mid-year shall receive a sixty-two dollar and fifty cent (\$62.50) quarterly cash payment paid at the beginning of each quarter of the year for uniform and clothing cleaning and maintenance. Police Officers must be employed at the beginning of the quarter to be eligible for the quarterly cash payment; quarterly payment amounts will not be prorated. Uniforms and duty-related equipment shall be defined and approved by the Police Department.

14.3 In consideration of the uniform allowance provided under Section 14.1 above, all uniformed Police Officers shall provide their own uniforms in accordance with City specifications. The City will provide insignia, name plates and badges required to be worn. Police Officers not required to wear uniforms shall wear clothing in conformity with departmental requirements.

14.4 All Police Officers shall be responsible for maintaining their work clothing in a proper manner (including repairing, dry cleaning and laundering as required). They shall also be responsible for replacing any worn out or lost uniform articles.

14.5 The City agrees to issue each Police Officer the following equipment: leather gear, weapon and ammunition, baton, handcuffs, flashlight, whistle, chain and one concealable protective body armor vest. The City will select and obtain issued equipment in a responsible, professional manner. All equipment issued to the Police Officer is and shall remain City property. Any equipment damaged through the abuse or neglect of the Police Officer shall be repaired or replaced at the expense of that Police Officer. Upon termination of employment, all City equipment shall be returned to the City in good working condition prior to the issuance of the Police Officer's final paycheck.

14.6 The City agrees to provide each member of the Tactical Team with appropriate clothing and equipment.

14.7 The City agrees to provide lockers for the use of Police Officers in accordance with departmental standards.

14.8 Personal items belonging to Police Officers which are damaged, broken, or destroyed in the line of duty, through no fault of the Officer shall be repaired or replaced at City expense. In no event will repair or replacement expense exceed the value of the item or items at the time of damage or destruction.

ARTICLE XV LAYOFF AND RECALL

15.1 For purposes of this Agreement, "continuous service" shall mean the period of continuous employment in the Police Department from the most recent date of hire without break or interruption; provided that any suspension for disciplinary purposes or absences on authorized leave without pay shall not constitute a break or interruption of service within the meaning of this section. A list of Police Officers arranged in order of continuous service shall be made available for examination by all Police Officers at the end of each calendar year. Where two (2) or more Police Officers were appointed on the same date, their continuous service standing shall be determined in the order of their ranks on the Civil Service eligibility list from which they

were hired.

15.2 The City, in its sole discretion, shall determine whether layoffs are necessary. Although not limited to the following, layoffs shall ordinarily be for lack of work and/or lack of funds. If it is determined that layoffs are necessary, Police Officers will be laid off in the following order:

- A. Probationary Police Officers. The probationary Officer serves a probationary period of twelve (12) months in which there is an opportunity for the supervisor to train, observe, and evaluate the employee. During the twelve month original probationary period, the employee may be demoted, laid off, or terminated without cause at the discretion of the City; and
- B. In the event of further reductions in force, Police Officers will be laid off from the affected classification in accordance with their continuous service and their ability to perform the remaining work available without further training. When two (2) or more Police Officers have relatively equal experience, skill, ability, and qualifications to do the work without further training, the Police Officer(s) with the least continuous service will be laid off first.

15.3 Police Officers who are laid off shall be placed on a recall list for a period of one (1) year. If there is a recall, Police Officers who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are presently qualified to perform the work in the job classification to which they are recalled without further training.

Police Officers recalled under this section shall not be required to take a Civil Service written examination or participate in a Civil Service oral interview but may be required to successfully complete all other phases of the screening process.

15.4 Police Officers who are eligible for recall shall be given fourteen (14) calendar days notice of recall and notice of recall shall be sent to the Police Officers by certified or registered mail, provided that the Police Officer must notify the Police Chief of the Officer's intention to return within three (3) days after receiving notice of recall. The City shall be deemed to have fulfilled its obligations by mailing the recall notice by registered mail, return receipt requested, to the mailing address provided by the Police Officer, it being the obligation and responsibility of the Police Officer to provide the Police Chief with the Officer's latest mailing address.

ARTICLE XVI GRIEVANCE PROCEDURE

16.1 A grievance is a claim that the City has violated any expressed provision of this Agreement and does not include any disciplinary matters. Any appeals related to disciplinary matters will follow the appeal procedures as outlined in the Civil Service Rules and Regulations manual. Officers cannot use the grievance procedures contained in this contract and the Civil Service Rules and Regulations interchangeably.

16.2 A grievance may be initiated by an individual officer or by the Association on behalf of one or more members of the bargaining unit. The grievant must reduce the entire grievance and all the reasons therefore to writing and present the written grievance and the provisions of this Agreement which the grievant feels have been violated, signed and dated by the grievant, to

the Captain or the Captain's designee with a copy to the Police Chief or the Chief's designee, the City Attorney, and the Human Resources Director within ten (10) calendar days of the date the grievant knew or should have known the facts which gave rise to the grievance. Otherwise, the grievance shall not be entitled to consideration. A grievant may, upon request, be represented at any level of the grievance procedure by a representative of the Association, or by counsel. The time limits set forth for the processing of grievances shall be strictly adhered to. In the event that a grievance is not appealed to the next step of the grievance procedure within the time limits provided at any step, such grievance shall be declared closed and settled on the basis of the most recent City decision.

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

All grievances shall be settled in the following manner:

Step 1. The grievance shall be discussed first between the grievant and the Captain or the Captain's designee. The Captain must give an answer to the grievant within seven (7) calendar days of the holding of such meeting.

Step 2. If the grievant is not satisfied with the answer obtained at Step 1, the Police grievant may appeal the grievance to Step 2, providing that the appeal is presented to the Police Chief or the Chief's designee within seven (7) calendar days of receipt by the grievant of the Step 1 answer. Within seven (7) calendar days of receipt of the appeal, the Police Chief or the Chief's designee shall discuss the grievance with the grievant. The Police Chief or the Chief's designee must give the grievant an answer in writing within seven (7) calendar days of the holding of such meetings.

Step 3. If the grievant is not satisfied with the answer obtained at Step 2, the grievant may appeal the grievance to Step 3, providing that the appeal is presented to the City Manager or the Manager's designee, with a copy to the Human Resources Director, within seven (7) calendar days of receipt by the grievant of the Step 2 answer. Within seven (7) calendar days of receipt of the appeal, the City Manager or the Manager's designee shall discuss the grievance with the grievant. The City Manager or the Manager's designee must give the grievant an answer in writing within seven (7) calendar days of the holding of such meeting.

Step 4. If the grievant is not satisfied with the answer obtained at Step 3, the Association President must give written notice of intent to seek advisory fact-finding to the City Manager of the City, with a copy to the Human Resources Director, within fourteen (14) calendar days. The advisory fact-finding board shall consist of:

1. Appointee of the City;
2. Appointee of the Association;
3. The representative of each party shall select the third member of the advisory fact finding board, who shall be the chairman;

4. If within twenty-one (21) calendar days, the representatives of the City and the Association fail to select a third member, either party or its representative may refer the matter to either the American Arbitration Association or the Federal Mediation and Conciliation Service for the selection of an impartial advisory fact-finder to act as the third member of the advisory fact-finding board, in accordance with the Rules of the American Arbitration Association or the Federal Mediation and Conciliation Service, as may be applicable. The cost of advisory fact-finding shall be shared equally by the City and the Association.

The majority of the advisory fact-finding board shall render a decision within thirty (30) calendar days of hearing the grievance, and failing to reach a majority, the decision of the chairman shall prevail.

The advisory fact-finding board shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement, nor shall the board have jurisdiction to determine that the parties by practice or implication have amended or supplemented this Agreement. The advisory fact-finding board shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation, or misapplication of the specific provisions of this Agreement. The advisory fact-finding board shall be empowered to determine the issue raised by the grievance as submitted in writing at Step 1. The advisory fact-finding board shall have no authority to make a recommendation on any issue not so submitted or raised. The advisory fact-finding board shall be without power to make recommendations contrary to or inconsistent with, in any way, applicable laws or rules and regulations of administrative bodies that have the force and effect of law. The advisory fact-finding board shall not, in any way, limit or interfere with the powers, duties and responsibilities of the City under law and applicable court decisions. The recommendation shall be advisory only.

After receipt of the decision of the advisory fact-finding board, the President of the Association and the chief spokesman for the City bargaining committee shall meet within seven (7) calendar days and attempt resolution of the grievance based upon the findings and recommendations of the advisory fact-finding board. In the event that either party is not available to meet within seven (7) calendar days, the time limits described herein will be extended as appropriate.

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

- A. Any grievance which is not filed in accordance with the provisions of this Article or does not meet the definition of a grievance as set forth in this Article; or
- B. Any matter reserved solely to the Rights of Management or to the discretion of the City or the Police Chief by the terms of this Agreement, except as to resolution of whether or not a specific matter is a management right; or
- C. Any matter which would require a change from the wages, rates of pay, hours, grievance procedure, working conditions, and all other terms and conditions of employment as set forth in this Agreement; or

- D. Any matter which is not covered by this Agreement; or
- E. Any matter covered by the Charter of the City of Greeley, the Rules and Regulations and the Official Order Book of the Greeley Police Department in effect on the signing date of this Agreement, the Rules and Regulations of the Civil Service Commission of the City of Greeley, City Ordinances, Statutes and Constitutional provisions except to the extent that any such matter is addressed in this Agreement and the grievance alleges that the City has violated an express provision of this Agreement.

ARTICLE XVII WAIVER AND NOTICE

17.1 Failure of the City or the Association to enforce, or insist upon, the performance of any term, condition or provision of this Agreement in any one or more instances, shall not be deemed a waiver of such term, condition or provision. No term, condition or provision of this Agreement shall be deemed waived by the City or the Association unless such waiver is reduced to writing and signed by the City Manager or the Manager's designee or the President of the Association or the President's designee. If such written waiver is given, it shall apply only to the specific case for which the waiver is given and shall not be construed as a general or absolute waiver of the term, condition, or provision, which is the subject matter of the waiver.

17.2 Where any provision of this Agreement requires any notice of information be given by the Association to the City or by the City to the Association within a specified time, such requirement will not be met unless the official of the City or the Association specified herein, who has actual authority to receive such notice, actually receives the notice or information within the time limit specified in this Agreement.

ARTICLE XVIII ENTIRE AGREEMENT

18.1 The City shall not be bound by any requirement which is not specifically stated in this Agreement.

18.2 This Agreement constitutes the entire agreement between the parties; and no past practice, stipulations or understandings, memoranda or bulletins shall be construed as in any way modifying, altering, or amending the terms or conditions hereof.

18.3 The Association and the City agree that this Agreement is intended to cover all matters affecting wages, rates of pay, hours, grievance procedure, working conditions, and all other terms and conditions of employment and similar or related subjects, and that during the term of this Agreement neither the City nor the Association will be required to negotiate on any further matters affecting these or any other subjects not specifically set forth in this Agreement.

ARTICLE XIX
SEVERABILITY

19.1 If any provision of this Agreement is subsequently declared by legislative or judicial authority to be unlawful, unenforceable, or not in accordance with the applicable laws, statutes, and regulations of the United States of America and the State of Colorado, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement and the parties shall meet as soon as possible to agree on a substitute provision. However, if both parties are unable to agree within thirty (30) days following commencement of the initial meeting then the matter shall be postponed until contract negotiations are reopened.

ARTICLE XX
LIMITATION ON ECONOMIC ISSUES

20.1 In the event that it is determined the terms and conditions in this Agreement exceed any limitations imposed upon the City of Greeley by Article XI, Section 20, of the Colorado Constitution, the Articles VIII, IX, XI, XII, XIII and XIV of this Agreement may be open to further collective bargaining as provided by this Section. The determination shall be reduced to writing by the City, specifically citing the nature and extent of the prospective violation by any existing term or condition of this Agreement.

ARTICLE XXI
TERM OF AGREEMENT

21.1 This agreement shall be effective January 1, 2022 and shall continue to and include December 31, 2024.

This contract is subject to appropriation and availability of City funds on an annual basis.

21.2 This agreement shall continue for the duration of the contract. This agreement shall then automatically continue from year to year for successive terms of one (1) year each unless the City or the Association shall give to the other written notice of request for collective bargaining no later than March 1 of the year the contract expires stating its desire to modify or terminate this agreement.

In the event that either the City or the Association gives written notice of a request for collective bargaining, and no new agreement is executed prior to the expiration of the current agreement, the terms of the current agreement shall continue in full force and effect during the period of time that the City and the Association are engaged in Advisory Fact-Finding pursuant to Section 14-4, subsections f-h of the City of Greeley Municipal Charter. The agreement may be further extended by mutual agreement of the parties so that it may continue in full force and effect during the period following Advisory Fact-Finding up through the conclusion of the special election authorized by Section 14-4(i) of the City of Greeley Municipal Charter.

Approved as to Legal Form:

City Attorney

Approved as to Substance:

City Manager

Approved as to Availability of Funds:

Director of Finance

Union Representative:

President

Council Agenda Summary

August 3, 2021

Agenda Item Number

Key Staff Contact: Anissa Hollingshead, City Clerk, 970-350-9741

Title:

Consideration of a Resolution authorizing an Intergovernmental Agreement with Weld County to participate in Weld County's November 2, 2021, Coordinated Election

Summary:

August 24 is the statutory deadline to approve an intergovernmental agreement with Weld County if the City is planning to participate in the November 2, 2021, coordinated election. Greeley will be conducting a municipal election this year, and is also taking steps to refer a question to the voters. In addition, there is the potential for up to two Charter Amendments to appear on the ballot as questions before Greeley voters.

City Council has expressed a preference within its *Policies and Protocol* to conduct its' elections as part of a coordinated effort managed by the Weld County Clerk and Recorder. It has been Greeley's practice to participate in coordinated elections since 1994.

In order to participate in a coordinated election, an Intergovernmental Agreement (IGA) is required. An ordinance or resolution is needed as an authorizing document for the IGA; therefore, a Resolution is attached for Council's consideration.

The agreement lists the responsibilities of both parties and provides for payment by the City of Greeley to Weld County for participation. Generally, the City Clerk is responsible for the election process up to and including certification of Greeley's ballot contents, and the County Clerk is responsible for the process after the ballot certification process, through Election Day, as well as post-election processes.

The attached Intergovernmental Agreement covers the November 2, 2021 Election only.

Fiscal Impact:

Does this item create a fiscal impact on the City of Greeley?	Yes
If yes, what is the initial, or, onetime impact?	Approximately \$78,750
What is the annual impact?	
What fund of the City will provide Funding?	General
What is the source of revenue within the fund?	This is a budgeted expenditure within the Elections business unit
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:	The fee charged to participate in the coordinated election is \$1.25 per registered voter. While the number of registered voters varies, there are approximately 63,000 registered voters in Greeley.	

Legal Issues:

None anticipated.

Other Issues and Considerations:

N/A

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:

Draft Resolution
Intergovernmental Agreement

**CITY OF GREELEY, COLORADO
RESOLUTION NO. _____, 2021**

**A RESOLUTION OF THE GREELEY CITY COUNCIL AUTHORIZING THE CITY TO ENTER
INTO AN INTERGOVERNMENTAL AGREEMENT WITH WELD COUNTY TO PARTICIPATE
IN THE NOVEMBER 2, 2021 COORDINATED ELECTION, AND AUTHORIZING THE CITY
CLERK TO SIGN SAID INTERGOVERNMENTAL AGREEMENT**

WHEREAS, pursuant to Colorado law, the County of Weld and the City of Greeley may cooperate or contract with each other to provide any function, service or facility lawfully authorized to each, and any such contract may provide for the sharing of costs; and

WHEREAS, the County of Weld, through the Weld County Clerk and Recorder (County Clerk) and the City of Greeley (City) are authorized to conduct elections as provided by law; and

WHEREAS, the City has determined that it is in the best interests of the City to participate in Weld County's November 2, 2021, General Election, as a "coordinated election", as such term is defined in the Uniform Election Code of 1992, as amended, which also contemplates the entry into and performance of an intergovernmental agreement to cooperate in the conduct and financing of an election; and

WHEREAS, the County Clerk and the City have determined that it is in the best interest of Weld County, the City, and their respective inhabitants to cooperate and contract concerning the November 2, 2021 General Election upon the terms and conditions contained in the attached intergovernmental agreement; and

WHEREAS, Colorado Constitution Article X, Section 20 requires the production of a mailed notice (TABOR notice) concerning certain ballot issues that may be submitted to the electors of the City, and the TABOR notices of several jurisdictions are to be sent as a package where jurisdictions overlay; and

WHEREAS, the need to produce the TABOR notice package requires that there be county-wide coordination of the production and mailing of the TABOR notice package to effectuate the purposes of said constitutional section, and the County Clerk and the City desire to set forth their respective responsibilities in the production and mailing of the TABOR notice package for the election conducted pursuant to the intergovernmental agreement.

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

Section 1. The attached Intergovernmental Agreement (Exhibit A) is hereby authorized;

Section 2. the City Clerk is hereby authorized to sign said Intergovernmental Agreement; and

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

PASSED AND ADOPTED, SIGNED AND APPROVED ON THIS _____ DAY OF _____, 2021.

ATTEST

THE CITY OF GREELEY, COLORADO

City Clerk

Mayor

Memorandum of Intergovernmental Agreement
For Conduct of Coordinated Elections

City of Greeley, hereinafter referred to as "Jurisdiction," does hereby agree and contract with the Board of County Commissioners of the County of Weld, hereinafter referred to as "Commissioners," and the Weld County Clerk and Recorder, hereinafter referred to as "County Clerk," concerning the administration of the November 2, 2021, Coordinated Election conducted pursuant to the Uniform Election Code of 1992 as amended (hereinafter "Code"), and the rules and regulations promulgated thereunder, found at 8 C.C.R. 1505-1. This Agreement is not intended to address or modify statutory provisions regarding voter registration, nor to address or modify the County Clerk's duties thereunder.

WHEREAS, the Jurisdiction desires to conduct an election pursuant to its statutory authority or to have certain items placed on the ballot at an election pursuant to its statutory authority, such election to occur via mail ballot on November 2, 2021; and

WHEREAS, the Jurisdiction agrees to conduct a Coordinated Election with the County Clerk acting as the Coordinated Election Official; and

WHEREAS, the County Clerk is the "Coordinated Election Official," pursuant to C.R.S. §1-7-116, and is to perform certain election services in consideration of performances by the Jurisdiction of the obligations herein below set forth; and

WHEREAS, such agreements are authorized by statute at C.R.S. §§1-1-111(3), 1-7-116, and 29-1-203, et seq.

NOW, THEREFORE, in consideration of the mutual covenants herein, the parties agree as follows:

1. The Jurisdiction encompasses territory within Weld County and _____ County. This Agreement shall be construed to apply only to that portion of the Jurisdiction within Weld County.
2. Term of Agreement: This Agreement is intended only to deal with the conduct of the November 2, 2021, Coordinated Election.
3. The Jurisdiction agrees to perform the following tasks and activities:
 - a. Conduct all procedures required of the clerk or designated election official for initiatives, referenda, and referred measures under the provisions of C.R.S. §§31-11-101 through 31-11-118.
 - b. To do all tasks required by law of designated election officials concerning nomination of candidates by petition, including, but not limited to: issue approval as to form, where appropriate, of nominating petition; determine candidate eligibility; receive candidate acceptance of nominations; accept notice of intent, petitions for nomination, and affidavits of circulators; verify signatures on nominating petitions; and hear any protests of the nominating petitions, as said tasks are set forth in any applicable provisions of Title 1, Article IV, Parts 8 and 9, and C.R.S. §1-4-501, C.R.S., and those portions of the Colorado Municipal Election Code of 1965, Article X of Title 31, as adopted by reference pursuant to C.R.S. §1-4-805.

Memorandum of Intergovernmental Agreement
For Conduct of Coordinated Elections

- c. Establish order of names and questions for Jurisdiction's portion of the ballot and submit to the County Clerk in final form. The ballot content, including a list of candidates, ballot title, and text, must be certified to the County Clerk no later than 60 days before the election, pursuant to C.R.S. §1-5-203(3)(a).
- d. Accept written comments for and against ballot issues pursuant to C.R.S. §§ 1-7-901 and Colorado Constitution Article 10, Section 20(3)(b)(v). Comments to be accepted must be filed by noon on the Friday before the 45th day before the election. Preparation of summaries of written comments shall be done by the Jurisdiction but only to the extent required pursuant to C.R.S. §1-7-903(3). The full text of any required ballot issue notices must be transmitted to and received by the County Clerk no later than 43 days prior to the election pursuant to C.R.S. §1-7-904. No portion of this Subsection 3(d) shall require the County Clerk to prepare summaries regarding the Jurisdiction's ballot issues.
- e. Collect, prepare, and submit all information required to give notice pursuant to Colorado Constitution Article 10, Section 20(3)(b), the Taxpayer's Bill of Rights. Such information must be received by the County Clerk no less than 43 days prior to the election to give the County Clerk sufficient time to circulate the information to voters.
- f. Accept affidavits of intent to accept write-in candidacy up until close of business on the 64th day before the election, provide a list of valid affidavits received and forward them to the County Clerk pursuant to C.R.S. §1-4-1102(2).
- g. Pay the sum of \$1.25 per registered elector eligible to vote in the Jurisdiction's election as of November 2, 2021, with a \$200 minimum, within 30 days of billing, regardless of whether or not the election is actually held. If the Jurisdiction cancels the election before its Section 20, Article X, the Taxpayer's Bill of Rights, notices are due to the County, and prior to the County Clerk incurring any expenses for the printing of the ballots, the Jurisdiction shall not be obligated for any expenses under this Subsection 3(g). The Jurisdiction shall also be responsible for costs of recounts pursuant to C.R.S. §§1-10.5-107 or 1-11-215, except for costs collected from an "interested party" pursuant to C.R.S. §1-10.5-106 which shall be collected by the entity conducting the recount.
- h. Designate an "election official" who shall act as the primary liaison between the Jurisdiction and the County Clerk and who will have primary responsibility for the conduct of election procedures to be handled by the Jurisdiction hereunder.
- i. By approval of this Agreement, any municipality thereby resolves to not use the provisions of the Colorado Municipal Election Code, except as otherwise set forth herein or as its use is specifically authorized by the Code.

Memorandum of Intergovernmental Agreement
For Conduct of Coordinated Elections

- j. Mail ballot issue notices pursuant to C.R.S. §1-7-906(2) for active registered electors who do not reside within the county or counties where the political subdivision is located.
 - k. Carry out all action necessary for cancellation of an election including notice pursuant to C.R.S. §1-5-208, and pay any costs incurred by the County Clerk within 30 days of receipt of an invoice setting forth the costs of the canceled election pursuant to C.R.S. §1-5-208(5).
 - l. Jurisdiction shall verify as being accurate the list of registered elector's names and addresses previously forwarded to the Jurisdiction by the Weld County Clerk and Recorder's Office. By signing this Agreement, Jurisdiction represents that the list of registered elector's names and addresses has been reviewed by the Jurisdiction and is accurate. The Jurisdiction will promptly notify Adam Gonzales, the Weld County Election Manager (see contact information in 5(h)), of any changes to the information contained in said list.
 - m. By September **3rd**, Jurisdiction shall notify all candidates to call the Election Office at 970-400-3109, to leave a voice mail on how to pronounce the candidate's name and the office the candidate is seeking.
4. The County Clerk Agrees to perform the following tasks and activities:
- a. Except as otherwise expressly provided for in this Agreement, to act as the Coordinated Election Official for the conduct of the election for the Jurisdiction for all matters in the Code which require action by the Coordinated Election Official.
 - b. Circulate the Taxpayer's Bill of Rights notice pursuant to Colorado Constitution Article X, Section 20.
 - c. Circulate general Ballot Issues notices pursuant to C.R.S. §§ 1-7-905 and 1-7-906(1), and publish and post notice, as directed in C.R.S. §1-5-205.
 - d. Designate the statutory required number of drop boxes during the election cycle. Designate not less than the statutory requirement of voter service and polling centers for early voting and election day.
 - e. After Election Day, bill Jurisdiction for number of registered electors within the Jurisdiction as of Election Day; identify the members of the Board of Canvassers eligible for receiving a fee; and bill the Jurisdiction for the fees.
 - f. Designate an employee of the Weld County Clerk and Recorder's Office, Election Division to act as a primary liaison or contact between the County Clerk and the Jurisdiction (see contact information in 5(h)).

Memorandum of Intergovernmental Agreement
For Conduct of Coordinated Elections

- g. The County Clerk shall appoint and train election judges and this power shall be delegated by the Jurisdiction to the County Clerk, to the extent required or allowed by law.
- h. Select and appoint a Board of Canvassers to canvass the votes, provided that the Jurisdiction, at its option, may designate one of its members and one eligible elector from the jurisdiction to assist the County Clerk in the survey of the returns for that Jurisdiction. If the Jurisdiction desires to appoint one of its members and an eligible elector to assist, it shall make such appointments, and shall notify the County Clerk in writing of such appointments not later than 15 days prior to the election. The County Clerk shall receive and canvass all votes, and shall certify the results in the time and manner provided and required by the Code. The County Clerk shall perform all recounts required by the Code.

5. Additional Provisions

a. Time of the Essence.

Time is of the essence in this Agreement. The statutory time frames of the Code shall apply to the completion of the tasks required by this Agreement.

b. Conflict of Agreement with Law.

This Agreement shall be interpreted to be consistent with the Code, provisions of Title 31 applicable to the conduct of elections, and the Colorado Election Rules contained in 8 C.C.R. 1505-1. Should there be an irreconcilable conflict between the statutes, this Agreement and the Colorado Election Rules, the statutes shall first prevail, then this Agreement and lastly the Colorado Election Rules.

c. Right of Termination.

If Jurisdiction fails to accomplish its obligations, County is relieved of any further obligation under this agreement. Jurisdiction is fully responsible for any actions that result from its failure to meet its obligations.

d. Liquidated Damages.

In the event that a Court of competent jurisdiction finds that the election for the Jurisdiction was void or otherwise fatally defective as a result of the sole negligence or failure of the County Clerk to perform in accordance with this Agreement or laws applicable thereto, then the County Clerk shall, as liquidated damage, not as a penalty, refund all payments made, pursuant to Subsection 3(g) of this Agreement and shall, if requested by the Jurisdiction, conduct the next Coordinated Election which may include any election made necessary by a defect in the election conducted pursuant to this Agreement with no fee assessed to the Jurisdiction. This remedy shall be the sole and exclusive remedy for damages available to the Jurisdiction under this Agreement.

Memorandum of Intergovernmental Agreement
For Conduct of Coordinated Elections

e. No Waiver of Privileges or Immunities.

No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections or other provisions, of the Colorado Governmental Immunity Act §§ 24-10-101 et seq., as applicable now or hereafter amended, or any other applicable privileges or immunities held by the parties to this Agreement.

f. No Third Party Beneficiary Enforcement.

It is expressly understood and agreed that the enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the undersigned parties and nothing in this Agreement shall give or allow any claim or right of action whatsoever by any other person not included in this Agreement. It is the express intention of the undersigned parties that any entity other than the undersigned parties receiving services or benefits under this Agreement shall be an incidental beneficiary only.

g. Entire Agreement, Modification, Waiver of Breach.

This Agreement contains the entire Agreement and understanding between the parties to this Agreement and supersedes any other agreements concerning the subject matter of this transaction, whether oral or written. No modification, amendment, novation, renewal, or other alteration of or to this Agreement and any attached exhibits shall be deemed valid or of any force or effect whatsoever, unless mutually agreed upon in writing by the undersigned parties. No breach of any term, provision, or clause of this Agreement shall be deemed waived or excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party hereto, or waiver of, a breach by any other party, whether express or implied, shall not constitute a consent to, waiver of, or excuse for any other, or subsequent, breach.

Memorandum of Intergovernmental Agreement
For Conduct of Coordinated Elections

- h. Notice provided for in this Agreement shall be given by the Jurisdiction to the primary liaison designated according to section 4.f. above:

Adam Gonzales
Phone: (970) 400-3178
Fax: (970) 304-6566
Email: agonzales@weldgov.com
Address: PO Box 459, Greeley, CO 80632

Notice provided for in this Agreement shall be given to the Jurisdiction election official referred to in Subsection 3(h) of this Agreement by phone:

Designated Election Official for Jurisdiction: _____
Phone: _____
After hour phone number: _____
Additional Contact Information:
Fax: _____
E-mail: _____
Address: _____
_____.

DATED this _____ day of _____, 2021.

WELD COUNTY CLERK AND RECORDER

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF WELD COUNTY

Carly Koppes, Clerk and Recorder

Steve Moreno, Chair

APPROVED AS TO FORM:

ATTEST: _____
Clerk to the Board of County Commissioners

County Attorney

Deputy Clerk to the Board

City of Greeley
APPROVED AS TO FORM:

ATTEST:

Attorney for Jurisdiction (Signature)

Designated Election Official for Jurisdiction
(Signature)

Council Agenda Summary

August 3, 2021

Agenda Item Number

Key Staff Contact: Paul Trombino, Public Works Director, 970-350-9795

Title:

Consideration of a resolution of the City of Greeley City Council authorizing the City to enter into an Intergovernmental Agreement with Weld County for construction of roadway improvements for "O" Street and 59th Avenue intersection improvements

Summary:

The 59th Avenue and "O" Street intersection is the intersection of two regional roadways as identified in the City's 2035 Master Transportation Plan, the North Front Range MPO Regional Transportation Plan, as well as Weld County's Transportation plan. The City and County have been working collaboratively on design of improvements to this intersection that is currently in both jurisdictions. This intersection experiences significant delays during peak times and needs capacity improvements to meet today and future demands.

The City of Greeley is leading the project and doing the design and right-of-way acquisition now, and will be handling the construction of the project starting in the summer of 2022. The County will contribute \$1,669,565 to pay for its share of the intersection improvements that are estimated at over \$6 million. The intersection improvements will be a roundabout similar to what is being built at 35th Avenue and "O" Street in late 2021. Construction of the 59th Avenue intersection will not start until 35th Avenue is complete to ensure that multiple intersections along "O" Street are not closed at the same time.

As a part of the IGA Weld County will petition for annexation all of the new improvements outside the current City limits. Upon annexation the City would then be responsible for all aspects of this intersection.

The City's funding for construction of this project is proposed in the 2022 CIP budget. June 1, 2021 Council approved a \$1.4M grant that will partially fund this project. This IGA identifies the roles and responsibilities of each the City and County as well as financial commitments.

Fiscal Impact:

Does this item create a fiscal impact on the City of Greeley?	No
If yes, what is the initial, or, onetime impact?	\$0
What is the annual impact?	None
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?	No
If yes, does this grant require a match?	
Is this grant onetime or ongoing?	
Additional Comments:	

Legal Issues:

None. This item has been reviewed by the City Attorney's Office

Other Issues and Considerations:

None

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

IGA

**CITY OF GREELEY, COLORADO
RESOLUTION _____, 2021**

**A RESOLUTION OF THE CITY OF GREELEY CITY COUNCIL AUTHORIZING THE CITY TO ENTER
INTO AN INTERGOVERNMENTAL AGREEMENT WITH WELD COUNTY FOR THE
CONSTRUCTION OF IMPROVEMENTS TO THE "O" STREET AND 59TH AVENUE INTERSECTION**

WHEREAS, in accordance with C.R.S. §29-1-203, governments may cooperate or contract with one another to provide any function, service, or facility lawfully authorized to each of their cooperating or contracting units;

WHEREAS, the City and Weld County currently share operational maintenance and jurisdiction of the intersection of WCR 31 (also known as 59th Avenue) and WCR 64 (also known as "O" Street);

WHEREAS, 59th Avenue and "O" Street are identified as regional roads and both the City and Weld County believe that road improvements to this intersection are necessary and appropriate;

WHEREAS, Weld County has agreed to fund 25% of the construction of the road improvements to this intersection, with the County contributing \$1,669,565;

WHEREAS, both parties desire to enter into an Intergovernmental Agreement for the purpose of defining their respective roles and responsibilities regarding the completion of the 59th Avenue and "O" Street intersection improvements; and

WHEREAS, it is in the best interests of the citizens of the City to enter into this IGA, which will result in cost savings to the City as a result of partnering and working collaboratively with Weld County.

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

Section 1. The City Council hereby authorizes the City to execute the IGA, 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 IGA, so long as the substance of the IGA remains unchanged.

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

PASSED AND ADOPTED, SIGNED AND APPROVED ON THIS _____ day of

_____, 2021.

ATTEST

THE CITY OF GREELEY, COLORADO

City Clerk

Mayor

INTERGOVERNMENTAL AGREEMENT
FOR CONSTRUCTION OF IMPROVEMENTS
TO “O” STREET & 59th AVENUE INTERSECTION

THIS INTERGOVERNMENTAL AGREEMENT is made and entered into this ____ day of _____, 2021, by and between the City of Greeley, Colorado, a home rule municipality of the State of Colorado, whose address is 1000 10th Street, Greeley, Colorado 80631, hereinafter referred to as “GREELEY,” and the County of Weld, State of Colorado, by and through the Board of County Commissioners of the County of Weld, Colorado, whose address is P.O. Box 758, 1150 “O” Street, Greeley, Colorado 80632, hereinafter referred to as “WELD COUNTY.”

WITNESSETH:

WHEREAS, at present, WELD COUNTY and GREELEY share operational maintenance and jurisdiction of the intersection of WCR 31 (also known as 59th Avenue) and WCR 64 (also known as “O” Street), hereinafter together referred to as the “O STREET & 59TH AVENUE INTERSECTION,” which GREELEY intends to annex, and

WHEREAS, WELD COUNTY AND GREELEY wish to make certain improvements to the “O” STREET & 59TH AVENUE INTERSECTION, with said improvements being hereinafter referred to as the “PROJECT,” and

WHEREAS, GREELEY has agreed to be the lead agency on design, acquiring right-of-way, utility relocations, and constructing the PROJECT, and

WHEREAS, GREELEY has budgeted \$5,212,000 to offset its portion of the costs of the construction of the PROJECT, and

WHEREAS, both parties to this Agreement are authorized to enter into said Agreement by C.R.S. §29-1-203 and the Colorado Constitution Article XIV, Sec. 18(2), for the purpose of achieving greater efficiencies for the provision of services to the public.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

1. **RECITALS:** The Recitals are incorporated into the Agreement as if fully set forth herein.
2. **PROJECT:** Subject to the terms contained in this Agreement, GREELEY plans to undertake and complete the PROJECT no later than December 31, 2022; however, if the PROJECT is not completed by December 31, 2023, GREELEY shall reimburse WELD COUNTY for any amount contributed to the PROJECT to that date.
3. **TERM:** Unless WELD COUNTY provides GREELEY with sixty (60) days’ notice, in writing, of its cancellation of the PROJECT, the term of this Agreement shall be from the date first written above to and until such time as GREELEY makes the final payment described in Paragraph 4 below.

4. CONTRIBUTION BY WELD COUNTY: WELD COUNTY agrees, upon receipt of an invoice, after the PROJECT has been bid and awarded to a contractor, to pay to GREELEY the sum of \$1,669,565 in 2022 to assist with construction, inspection, and oversight of the PROJECT.
5. DESIGN AND CONSTRUCTION: GREELEY shall allow WELD COUNTY to review GREELEY's design prior to the PROJECT being approved for bid and awarded to a contractor. Should WELD COUNTY request any changes after the PROJECT has been bid and awarded to a contractor, WELD COUNTY shall pay for design and construction-related costs associated with such changes. GREELEY shall provide WELD COUNTY with pdf and electronic CAD as-built construction drawings upon completion of the PROJECT.
6. ANNEXATION OF PROJECT: Upon receipt of the completed petition for annexation from WELD COUNTY, GREELEY agrees to process the annexation of those portions of the PROJECT not currently within its jurisdiction that are eligible and able to be annexed.
7. ENTIRE AGREEMENT: This writing, together with the exhibits attached hereto, constitutes the entire agreement between the parties hereto with respect to the subject matter herein, and shall be binding upon said parties, their officers, employees, agents and assigns and shall inure to the benefit of the respective survivors, heirs, personal representatives, successors and assigns of said parties.
8. NO THIRD-PARTY BENEFICIARY ENFORCEMENT: It is expressly understood and agreed that the enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the undersigned parties and nothing in this Agreement shall give or allow any claim or right of action whatsoever by any other person not included in the Agreement. It is the express intention of the undersigned parties that any entity other than the undersigned parties receiving services or benefits under this Agreement shall be an incidental beneficiary only.
9. SEVERABILITY: If any term or condition of this Agreement shall be held to be invalid, illegal, or unenforceable, this Agreement shall be construed and enforced without such provision to the extent that this Agreement is then capable of execution within the original intent of the parties hereto.
10. MODIFICATION AND BREACH: No modification, amendment, notation, renewal, or other alteration of or to this Agreement shall be deemed valid or of any force or effect whatsoever, unless mutually agreed upon in writing by the undersigned parties. No breach of any term, provision, or clause of this Agreement shall be deemed waived or excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party hereto, or waiver of, a breach by any other party, whether express or implied, shall not constitute a consent to, waiver of, or excuse for any other different or subsequent breach.

11. NOTICES: All notices required herein shall be mailed via First Class Mail to the parties' representatives at the addresses set forth below:

GREELEY:

Joel Hemesath
Deputy PW Director
1001 9th Avenue
Greeley, CO 80631

WELD COUNTY:

Elizabeth Relford
Deputy PW Director
1150 "O" Street
Greeley, CO 80632

12. NO WAIVER OF GOVERNMENTAL IMMUNITY: No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections or other provisions, of the Colorado Governmental Immunity Act, C.R.S. §24-10-101, et seq., as applicable now or hereafter amended.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate on the date written above.

CITY OF GREELEY:

APPROVED AS TO SUBSTANCE:

City Manager

APPROVED AS TO AVAILABILITY OF FUNDS:

Director of Finance

APPROVED AS TO LEGAL FORM:

City Attorney

ATTEST:

WELD COUNTY Clerk to the Board

BOARD OF COUNTY COMMISSIONERS
WELD COUNTY, COLORADO

By: _____
(Deputy) Clerk to the Board

By: _____
Steve Moreno , Chair

Council Agenda Summary

August 3, 2021

Key Staff Contact City Council initiated item

Title:

Consideration of a Resolution appointing Raymond Lee as Acting City Manager

Summary:

On July 20, 2021, City Manager Roy Otto tendered his resignation to City Council. Mr. Otto's last day with the City of Greeley is August 18, 2021. Pursuant to Section 4-1 of the City Charter, the City Council is authorized to appoint an Acting City Manager while a search is conducted for an individual who will become the new City Manager. The City Council has requested that Deputy City Manager Raymond Lee serve as Acting City Manager beginning at 5:00 p.m. on August 18, 2021. Mr. Lee has agreed to act in this capacity. An Employment Agreement will be negotiated which will set the amount that Mr. Lee will receive for additional duty pay, which amount will be in conformance with the Pay Plan adopted by City Council.

Fiscal Impact:

Does this item create a fiscal impact on the City of Greeley?	Yes
If yes, what is the initial, or, onetime impact?	To be determined
What is the annual impact?	
What fund of the City will provide Funding?	General
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.

Strategic Work Program Item or 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:

Draft Resolution

**CITY OF GREELEY, COLORADO
RESOLUTION NO. _____, 2021**

A RESOLUTION APPOINTING RAYMOND LEE AS ACTING CITY MANAGER

WHEREAS, on July 20, 2021 City Manager Roy Otto tendered his resignation effective August 18, 2021; and

WHEREAS under Sec. 4-1 of the City Charter, the City Council may appoint or designate an Acting City Manager during the period of a vacancy in the office or during the absence of the City Manager from the City; and

WHEREAS, the foregoing circumstances will create a temporary vacancy in the office of City Manager beginning at 5:00 p.m. on August 18, 2021; and

WHEREAS, the City Council believes it is in the best interests of the City to appoint an Acting City Manager while a search is conducted for a new City Manager.

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

Section 1. Raymond Lee is hereby appointed to serve as Acting City Manager beginning on August 18, 2021 at 5:00 p.m.; and

Section 2. During his tenure as Acting City Manager, Mr. Lee shall have all of the responsibilities, duties, functions and authority of the City Manager until such time as a City Manager is hired and begins employment with the City of Greeley; and

Section 3. That Mr. Lee shall receive an increase to his salary for additional duty pay in an amount to be determined in accordance with the City Council's adopted pay plan; and

Section 4. That said salary increase should be in effect at all times that Mr. Lee is serving as Acting City Manager; and

Section 5. That the Council authorizes the Mayor to sign an Employment Agreement with Mr. Lee which provides additional terms and conditions for his employment as Acting City Manager, provided however that such Employment Agreement shall be effective only during Mr. Lee's tenure as Acting City Manager.

**PASSED AND ADOPTED, SIGNED AND APPROVED ON THIS _____ DAY OF
_____ 2021.**

ATTEST

THE CITY OF GREELEY, COLORADO

City Clerk

Mayor

Council Agenda Summary

August 3, 2021

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

Title:

Public hearing and final reading of an ordinance to adopt an Enhanced Sales Tax Incentive Program (ESTIP)

Summary:

While Greeley has performed well in overall in generating sales tax revenue for City operations, EHH has determined that there are certain areas within the City that lack essential retail services. The City might be able to attract new sales tax generating entities to those underserved areas by adopting a new economic development tool, known as an Enhanced Sales Tax Incentive Program (ESTIP). This tool has been in use in Colorado for many years, and there are many cities and towns that currently compete for new sales tax generating entities using this tool.

Adoption of this ordinance and incentive tool will allow Greeley to remain competitive with other cities when attracting retailers. In addition to capturing sales taxes from current residents, many of whom may leave town to shop in other nearby cities, attracting retailers to the identified underperforming areas of town will likely also result in new sales taxes being generated from non-residents who will travel to Greeley to work and shop.

Fiscal Impact:

Does this item create a fiscal impact on the City of Greeley?	Yes
If yes, what is the initial, or, onetime impact?	
What is the annual impact?	Share back of net new sales taxes generated on approved projects. Will depend on each project.
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:

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:

Strategic Work Program Item or Applicable Council Priority and Goal:

Economic Health & Development: Foster and maintain public and private investment in business development.

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

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:

A motion to adopt the ordinance and publish with reference to title only.

Attachments:

[Link to Presentation Slide Deck from June 8, 2021 Council Worksession](#)

Proposed Ordinance and Exhibit

**CITY OF GREELEY, COLORADO
ORDINANCE NO. _____, 2021**

**AN ORDINANCE AMENDING TITLE 6, CHAPTER 12 OF THE GREELEY MUNICIPAL CODE,
RELATING TO REVENUE & FINANCE: BUSINESS DEVELOPMENT INCENTIVE PLAN, TO ADD A
NEW ARTICLE VII, ENHANCED SALES TAX INCENTIVE PROGRAM**

WHEREAS, this ordinance amends the Greeley Municipal Code to create a new Article under Title 6, Revenue & Finance, Chapter 12, Business Development Incentive Plan, to create an Enhanced Sales Tax Incentive Program; and

WHEREAS, the Enhanced Sales Tax Incentive Program will provide an additional economic stimulus tool to recruit and retain retail sales tax generating businesses within the City of Greeley, thereby stimulating the economy, providing new employment opportunities, expanding the goods and services available within the City of Greeley, and further increasing sales tax revenues.

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

Section 1. That Chapter 12 of Title 6 of the Greeley Municipal Code be amended to add a new Article VII to read as shown in Appendix A.

Section 2. 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 ON THIS _____ DAY OF _____, 2021.

ATTEST

THE CITY OF GREELEY, COLORADO

City Clerk

Mayor

APPENDIX A
**ORDINANCE AMENDING TITLE 6, CHAPTER 12 OF THE GREELEY MUNICIPAL CODE,
RELATING TO REVENUE & FINANCE: BUSINESS DEVELOPMENT INCENTIVE PLAN, TO ADD A
NEW ARTICLE VII, ENHANCED SALES TAX INCENTIVE PROGRAM
GREELEY MUNICIPAL CODE**

Section 1. Chapter 12 of Title 6 of the Greeley Municipal Code shall be amended to add a new Article VII to read as follows:

ARTICLE VII. – ENHANCED SALES TAX INCENTIVE PROGRAM

Sec.6-919 Title.

This Article VII shall establish and be known as the City of Greeley's Enhanced Sales Tax Incentive Program (ESTIP).

Sec.6-920 Purpose.

The purpose of the enhanced sales tax incentive program or ESTIP is to recruit and retain retail sales tax generating businesses within the City of Greeley, thereby stimulating the economy of and within the city, thereby providing employment for residents of the city and others, thereby further expanding the goods and services available for purchase and consumption by businesses and residents of the city, and further increasing the sales taxes collected by the city. Such increased sales tax collections will enable the city to provide expanded and improved municipal services to and for the benefit of the city, while at the same time providing public-related improvements to the city and its taxpayers and residents.

Sec.6-921 Definitions.

As used in this Article VII, the following phrases shall have the following meanings unless the context clearly indicates another meaning:

(a) The phrase *enhanced sales tax* shall mean the amount of sales tax collected by the city over and above a base amount negotiated by the city manager or the designee, and agreed upon, by the applicant and the city. The base amount shall never be lower than the amount of sales taxes collected by the city at the property in question in the previous twelve (12) months. In the case of a newly established business, an amount which represents the good faith determination by the applicant and the city as to the amount of sales taxes which could be generated from the new business without the participation by applicant in the ESTIP.

(b) The phrase *owner or applicant* shall mean the record owner or potential owner of the project.

Sec.6-922 Eligibility.

Participation in ESTIP shall be based upon approval by the city. Any owner or applicant of a newly established or proposed retail business, or the owner or applicant of an existing retail business which wishes to expand substantially, may apply to the city for inclusion within the ESTIP, provided that the new or expanded business is reasonably likely to generate enhanced or increased sales taxes.

Sec.6-923 Limitations.

Approval by the city of an agreement implementing this ESTIP shall entitle the successful applicant to share in enhanced sales taxes derived from applicant's property or business, however, that applicant shall use said amounts only for improvements specified in section 6-924(b) and which are expressly approved by city at the time of consideration of the application. The time period in which said enhanced sales taxes may be shared shall not commence until all improvements are completed and meet city standards, and shall be limited by the city, in its discretion, to a specified time, or until an amount of enhanced sales taxes specified in the agreement required by section 6-928 hereof has been collected.

Sec.6-924 Obligations on participants.

(a) The uses to which any shared enhanced sales taxes may be put by an applicant shall be strictly limited to those improvements installed or constructed as part of the development of the subject property.

(b) For the purposes of this article, *improvements* shall mean public improvements, including, but not limited to streets, sidewalks, curbs, gutters, pedestrian malls, street lights, drainage facilities, landscaping, decorative structures, public art, fountains, identification signs, traffic safety devices, bicycle paths, off-street parking facilities, benches, restrooms, information booths, public meeting facilities, and all necessary, incidental, building facades, architectural enhancements, and appurtenant structures and improvements, together with the relocation and improvement of existing utility lines, and any other improvements of a similar nature which are specifically approved by the city.

(c) Nothing contained herein shall limit the city from appropriating additional capital improvement funds for capital improvements directly or indirectly affecting the property in question as a part of the city's regular appropriation, capital improvement, or budget process.

Sec.6-925 Administration.

The base figure for sales taxes shall be divided into monthly, quarterly, semi-annually or annual increments as determined by the city, which increments are subject to agreement between the parties, and approval by the city, and which increments shall be reasonably related to the average performance of the business or property in question, or similar businesses in the area (i.e., adjusted for seasonal variations) for the incremental period. If in any incremental period the agreed base amount is not met by an owner or proprietor and, thus, no enhanced sales taxes are generated for that incremental period, no funds shall be shared with the owner or proprietor for said incremental period, and no increment shall be shared until that deficit, and any other cumulative deficit, has been met, so that at the end of the term of the agreement, funds in excess of those *enhanced sales taxes* agreed to be shared shall not have been shared with any owner or proprietor.

Sec.6-926 Accounting.

(a) It is an overriding consideration and determination of the city council that existing sources of city sales tax revenues shall not be used, impaired, or otherwise affected by this enhanced sales tax incentive program. Therefore, the city council

conclusively determines that only enhanced sales taxes generated by the properties described in an application, and a subsequent agreement, shall be subject to division under this article.

(b) Pursuant to section 6-3, an ESTIP escrow account is hereby established. It shall be the affirmative duty of the finance director of the City of Greeley to collect and escrow *enhanced sales taxes* payable to the owner or applicant in the ESTIP escrow account, separate and apart from the sales taxes generated by, and collect from, any other sales tax generating sources within the city, and to provide an accounting system which accomplishes the overriding purpose of this section 6-926. Interest earnings on such account shall accrue to the city. Such funds shall not be considered city funds for purposes of any ordinance or resolution allocating sales tax monies from particular sources to particular purposes but shall be applied exclusively to this program.

(c) The city council of the City of Greeley conclusively states that this article would not be adopted or implemented but for the provisions of this section 6-926.

Sec.6-927 Review of application.

Approval of an application for inclusion in this ESTIP shall be in the discretion of the director of finance, in consultation with the city manager or designee, based upon the following criteria:

- (a) The city's reasonable discretion to target the development, growth, or rehabilitation of any areas within the city;
- (b) The amount of enhanced sales taxes which are reasonably anticipated to be derived by the city through the expanded or new retail sales tax generating business;
- (c) The public benefits which are provided by the applicant through public works, improvements, additional employment for city residents;
- (d) The amount of expenditures which may be deferred by the city based upon improvements to be completed by the applicant at the applicant's expense;
- (e) The conformance of the applicant's property or project with the comprehensive plan, zoning ordinances and building codes of the city; and
- (f) The agreement required by section 6-928 having been reached, which agreement shall contain and conform to all requirements of section 6-928.

Sec.6-928 Agreement.

Each application for approval submitted to the city shall be determined solely on its own merits. Approval of an application shall require that an agreement be executed by the owner or applicant and the city, which agreement shall, at a minimum, contain:

- (a) A list of those improvements shall be provided which justify the owner or applicant's inclusion within the ESTIP, and the amount which shall be spent by the owner or applicant on said improvements;
- (b) The maximum amount of enhanced sales taxes to be shared, and the maximum time during which said agreement shall continue, it being expressly understood that any such agreement shall expire and be of no further force and effect upon the occurrence of the earlier to be reached of the maximum time of the agreement

(whether or not the maximum amount to be shared has been reached) or the maximum amount to be shared (whether or not the maximum time set forth has expired);

(c) A statement that the agreement shall never constitute a debt or obligation of the city within any constitutional or statutory provision;

(d) A provision identifying the incremental period during which the amount of enhanced sales tax funds to be shared, if any, will be calculated, which incremental period may be monthly, quarterly, semi-annually or annually;

(e) The base amount which is agreed upon by incremental period, and the fact that if, in any incremental period as specified, sales taxes received from the property do not at least equal said amount, that there shall be no sharing of enhanced sales tax funds for said incremental period, and that any deficit for any such period shall be carried over to succeeding periods until the difference between the base amount and the amount of sales tax actually paid is recovered by the city;

(f) The base tax amount agreed upon in the agreement shall consider the historic level of sales at the property in question, or a similar property within the area in the event of a new business, and a reasonable allowance for increased sales due to the improvements and upgrades completed as a result of inclusion within the ESTIP;

(g) A provision that any enhanced sales taxes subject to sharing shall be escrowed in the event there is a legal challenge to the enhanced sales tax incentive program or the approval of any application therefore;

(h) An affirmative statement that the obligations, benefits, and provisions of the agreement may not be assigned in whole or in any part without the express, written authorization of the city, and further that no third party shall be entitled to rely upon or enforce any provision of the agreement or this article; and

(i) Any other provisions agreed upon by the parties and approved by the city council.

Sec.6-929 Legislative intent.

(a) The city council has enacted this article as a joint benefit to the public at large and to private owners for the purposes of: providing the city with increased sales tax revenues generated upon and by properties improved as a result of this program; Encouraging the construction of public improvements by private owners without debt obligations being incurred by the city; and allowing owners and proprietors opportunities to improve properties which generate sales activities, which improvements make those properties more competitive in the marketplace and further provide to owners and proprietors additional contingent sources of revenues for upgrading said properties.

(b) City council specifically finds and determines that creation of this ESTIP is consistent with the city's powers as a home rule municipal corporation, and that exercise of those powers in this article promotes the public health, safety and general welfare. Notwithstanding any provision hereof, the city shall never be a joint venturer in any private entity or activity which participates in this ESTIP, and the city shall never be liable or responsible for any debt or obligation of any participant in ESTIP.

Sec.6-930 Severability.

If any clause, sentence, paragraph, or part of this article or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect its application to other persons or circumstances.

Sec.6-931 Safety clause.

The city council hereby finds, determines, and declares that this ordinance is promulgated under the home rule powers and general police power of the City of Greeley, that it is promulgated for the health, safety, and welfare of the public and this ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The city council further determines that the ordinance bears a rational relation to the properly legislative object sought to be attained.

Sec.6-~~919~~932-939. Reserved.

Enhanced Sales Tax Incentive Program (ESTIP)

Benjamin Snow, CEcD
Director of Economic Health & Housing

August 3, 2021



Goals

- Keep Greeley Competitive.
- New sales taxes generated from non-residents who will travel to Greeley to work and shop.
- Help attract new residents to live in Greeley, supporting our Strategic Housing Plan.



Next Steps

- Staff would be prepared to receive applications for the program.
- Staff would evaluate each application and only bring forward those that meet the program's objectives to Council for approval.

Comments & Questions



Council Agenda Summary

Title

Scheduling of Meetings, Other Events

Summary

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

Attachments

Council Meetings and Other Events Calendar
Council Meeting and Work Session Schedule

August 2, 2021 - August 8, 2021

August 2021						
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				

September 2021						
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, August 2

Tuesday, August 3

6:00pm - City Council Meeting - Council Master Calendar

Wednesday, August 4

3:00pm - 4:00pm Sergeant James Roybal Retirement Reception
(Kent Donahue Room @ Police Department Headquarters) - Council Master Calendar

Thursday, August 5

3:30pm - IG Adv. Board (Butler)

6:00pm - MPO (Gates/Payton)

Friday, August 6

Saturday, August 7

Sunday, August 8

August 9, 2021 - August 15, 2021

August 2021						
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				

September 2021						
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, August 9

Tuesday, August 10

 6:00pm - City Council Worksession Meeting - Council Master Calendar 

Wednesday, August 11

Thursday, August 12

 7:30am - Poudre River Trail (Hall) 

Friday, August 13

Saturday, August 14

Sunday, August 15

August 16, 2021 - August 22, 2021

August 2021						
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				

September 2021						
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, August 16

Tuesday, August 17

6:00pm - City Council Meeting - Council Master Calendar

Wednesday, August 18

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

Thursday, August 19

7:30am - 8:30am DDA (Zasada/Butler)

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

Friday, August 20

Saturday, August 21

Sunday, August 22

August 23, 2021 - August 29, 2021

August 2021						
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				

September 2021						
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, August 23

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

6:00pm - 7:00pm Youth Commission (Butler) 

Tuesday, August 24

6:00pm - City Council Worksession Meeting - Council Master Calendar 

Wednesday, August 25

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

Thursday, August 26

7:30am - Poudre River Trail (Hall) 

5:30pm - 8:30pm Agriculture Feast at the Village (Centennial Village) - Council Master Calendar

Friday, August 27

Saturday, August 28

Sunday, August 29

City Council Meeting Scheduling

Current as of 07/28/2021

This schedule is subject to change

Date	Description	Sponsor	Placement/Time
August 10, 2021 Worksession Meeting	Planning Commission Interviews	Anissa Hollingshead	0.50
	Transportation Master Plan Update	Paul Trombino	0.50
August 17, 2021 Council Meeting	Ordinance - Intro - WW Collections Master Plan & Water Transmission & Distributions Master Plan	Sean Chambers	Consent
	Ordinance - Intro - Development Code Chapters 3, 4, 5, 6, & 13	Becky Safarik	Consent
	Ordinance - Intro - Water & Sewer Board Member Emeritus Appointment	Sean Chambers	Consent
	Ordinance - Second - The Cache Annexation	Becky Safarik	Regular
	Ordinance - Second - The Cache Establishment of Zoning	Becky Safarik	Regular
	Ordinance - Second - The Cache Rezone	Becky Safarik	Regular
	Public Hearing - The Cache Preliminary PUD	Becky Safarik	Regular
	Ordinance - Second - KGM Ballot Question	Paul Fetherston	Regular
	Ordinance - Second - Police Collective Bargaining Agreement Approval	Maria Gonzalez-Estevez	Regular
	Boards & Commissions Appointments	Anissa Hollingshead	Regular
August 24, 2021 Worksession Meeting	COVID-19 Update	Roy Otto	0.25
	Capital Improvement Plan 2022-2026	John Karner	
September 7, 2021 Council Meeting	Resolution - IGA for Treated Water Service	Sean Chambers	Consent
	Ordinance - Intro - Amendments to the GMC regarding Industrial Pre-Treatment	Sean Chambers	Consent
	Public Hearing - Development Code Chapters 3, 4, 5, 6, & 13	Becky Safarik	Regular
	Public Hearing - Poudre Heights Metro District	Becky Safarik	Regular
	Ordinance - Second - WW Collections Master Plan & Water Transmission & Distributions Master Plan	Sean Chambers	Regular
	Ordinance - Second - Water & Sewer Board Emeritus Appointment	Sean Chambers	Regular

Council Agenda Summary

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.