



Remote Meeting Instructions for the December 1, 2020, City Council Meeting:

In order to comply with all health orders and State guidelines to stop the spread of the COVID-19 Coronavirus, **no physical location, including the City Council Chambers, will be set up for viewing or participating in this Council Meeting.**

You can view this Council Meeting by following the instructions below to watch the YouTube live stream. By utilizing this option to view the meeting, you will not be able to provide live input during the meeting. To provide live input, see the "In real time" instructions near the bottom of this page.

- From your laptop or computer, click the following link or enter it manually into your Web Browser: (www.youtube.com/CityofGreeley)
- Clicking the link above will take you to the City of Greeley's YouTube Channel.
- Once there, you will be able to view the meeting!

Citizen input and public comment for items appearing on this agenda as public hearings/quasi-judicial are valuable and welcome!

Anyone interested in participating and sharing public comments have a few of options:

Via email? – Submit to cityclerks@greeleygov.com

All comments submitted this way will be read into the record at the appropriate points during this meeting in real time. Comments can be submitted up to and throughout this meeting.

Via traditional Mail? - Address to the Greeley City Clerk's Office, 1000 10th Street, Greeley, CO 80631

All written comments must be received no later than the day of the meeting. Again, written comments received by mail will also be read into the record in real time.

In real time? – <https://greeleygov.zoom.us/j/98241485414>

Clicking the link above will give you access to the live meeting where you will become a virtual audience member and be able to speak under Citizen Input on items not already on the agenda or during a scheduled public hearing.

Please visit the City's website at <https://greeleygov.com/government/council> to view and download the contents of the December 1, 2020, City Council Meeting. You are also welcome to call the City Clerk's Office at 970-350-9740 with any special needs or questions that you may have.



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

December 01, 2020 at 6:00 PM

This meeting will be conducted remotely. (See previous page for participation instructions and/or to view the YouTube live stream.)

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Recognitions and Proclamations
5. Citizen Input
6. Approval of the Agenda
7. Reports from Mayor and Councilmembers
8. 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 or staff may request an item be "pulled" off the Consent Agenda and considered separately under the next agenda item in the order they were listed.

9. Acceptance of the Report of the November 10, 2020, City Council Worksession
10. Approval of the City Council Proceedings of November 17, 2020
11. Consideration of a Resolution Establishing the 2020 Downtown Development Authority Tax Levy and Directing the Certification of the same to the Board of County Commissioners
12. Consideration of a resolution approving the 2021 Budget for the Greeley Downtown Development Authority and appropriating funds for that budget
13. Consideration of a resolution of the City of Greeley City Council authorizing the City to enter into an Intergovernmental Agreement with Weld County for the

completion of 35th Avenue roadway improvements from "O" Street to "F" Street

- [14.](#) Consideration of a resolution authorizing the payment of step increases to Greeley Fire Fighters in 2021
- [15.](#) Introduction and first reading of an ordinance re-authorizing various Boards and Commissions for three years
- [16.](#) Introduction and first reading of an ordinance authorizing the City of Greeley to enter into an Intergovernmental Agreement concerning water services for seventeen customers with the City of Evans
- [17.](#) Introduction and first reading of an ordinance authorizing the sale of City-owned property consisting of approximately 40.377 acres and located in the East half of Section 16, Township 7 North, Range 66 West of the 6th P.M. in Weld County ("Danielson II Farm")
- [18.](#) Introduction and first reading of an ordinance appropriating additional sums to defray the expenses and liabilities of the City of Greeley for the balance of the fiscal year of 2020 and for funds held in reserve for encumbrances at December 31, 2019
- [19.](#) Introduction and first reading of an ordinance amending §2.04.070 of the Greeley Municipal Code establishing the salary for the Mayor and the salary for members of the Greeley City Council
- [20.](#) Introduction and first reading of an ordinance changing the official zoning map of the City of Greeley, Colorado, from I-L (Industrial Low Intensity) to R-M (Residential Medium Density) for approximately 0.870 acres located at 134, 140 and 148 14th Avenue, known as the 14th Avenue Rezone

End of Consent Agenda

- [21.](#) Pulled Consent Agenda Items
- [22.](#) Public hearing and final reading of an ordinance authorizing the acquisition of interests in real property located in the City of Greeley for road improvements by purchase or exercise of power of eminent domain pursuant to Section 7 of Article XVI, Section 15 of article II, and Sections 1 and 6 of Article XX of the Colorado Constitution and Colorado Revised Statute § 38-1-101, et seq. (O Street and 59th Avenue Intersection Improvement Project)
- [23.](#) Public hearing to consider a change of zone from Gateway Park and Centerplace PUDs (Planned Unit Developments) to the Greeley West Multifamily PUD (Planned Unit Development), changing the underlying land use designations for approximately 13.31 acres of land located west of 38th Avenue, east of 42nd Avenue, and directly south of Greeley West Park, known as the Greeley West Multifamily Rezone, and final reading of an ordinance changing the official zoning map to reflect the same
- [24.](#) A public hearing to consider establishment of the Greeley West Multifamily Preliminary PUD (Planned Unit Development) on 12.44 acres of land located west of 38th Avenue, east of 42nd Avenue, and directly south of Greeley West Park
- [25.](#) COVID-19 Update

- [26.](#) Appointment of applicants to the Citizen Budget Advisory Committee, Greeley Urban Renewal Authority, and Rodarte Community Center Advisory Board.
- [27.](#) Scheduling of Meetings, Other Events
- [28.](#) 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
- [29.](#) Adjournment

Council Agenda Summary

December 1, 2020

Agenda Item Number 1

[Title](#)

Call to Order

Council Agenda Summary

December 1, 2020

Agenda Item Number 2

Title

Pledge of Allegiance

Council Agenda Summary

December 1, 2020

Agenda Item Number 3

Title

Roll Call

Summary

Mayor Gates

Councilmember Butler

Councilmember Payton

Councilmember Hall

Councilmember Fitzsimmons

Councilmember Clark

Councilmember Zasada

Council Agenda Summary

December 1, 2020

Agenda Item Number 4

Title

Recognitions and Proclamations

Summary

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

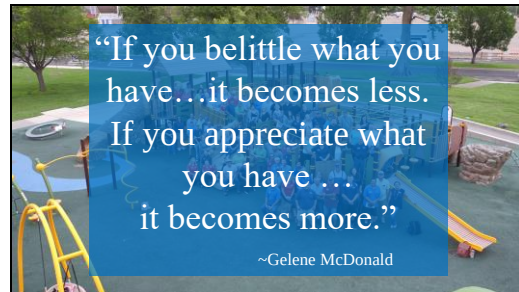
Attachments

December 1, 2020 What's Great about Greeley Report

Slide 1



Slide 2



At each Council Meeting, we recognize the people, organizations and businesses that make Greeley Great.

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

Slide 3



Congratulations to University of Northern Colorado student-athletes for leading the Big Sky Conference in academic success, based on the NCAA Graduation Success Rate, for the 4th consecutive year. UNC recorded a 90% rate of all student-athletes graduating within six years of enrolling.

Slide 4



The Best Western Greeley has received the Best Western Champion Design Award, an honor recognizing properties that demonstrate exemplary levels of design, service and support of the brand. The Best Western Greeley was one of only five hotels in North America to qualify for the award.

Slide 5



McAuliffe S.T.E.M. Academy K-8 School has been named a National S.T.E.M. Certified School by the National Institute for STEM Education, becoming only the third school in Colorado and the 40th in the nation to reach this milestone. In addition, ten McAuliffe teachers have become Nationally S.T.E.M. Certified, completing approximately 80 hours of work to meet 38 indicators.

Slide 6



Congratulations to Greeley-Evans School District Six Health Services Coordinator, Lori McCarty, for being named the Colorado School Nurse Administrator of the Year by the Colorado Association of School Nurses.

Slide 7



The Greeley Central softball team has been named the Les Schwab Tire Centers athletics team of the month. Great work in the classroom and on the field Cats!

Slide 8



And that's What's Great about Greeley.

Slide 9



Council Agenda Summary

December 1, 2020

Agenda Item Number 5

Title

Citizen Input

Summary

During this 15 minute portion of the meeting, anyone may address the Council on any item of City Business appropriate for Council consideration that is not already listed on this evening's agenda. Individual comments read into the record will be limited to 3 minutes and must include the name and address of the person submitting the comments for the record.

Council Agenda Summary

December 1, 2020

Agenda Item Number 6

Title

Approval of the Agenda

Council Agenda Summary

December 1, 2020

Agenda Item Number 7

Title

Reports from Mayor and Councilmembers

Summary

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

Council Agenda Summary

December 1, 2020

Agenda Item Number 8

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

Council Request	Council Meeting, Worksession, or Committee Meeting Date Requested	Status or Disposition (After completion, item is shown one time as completed and then removed.)	Assigned to:
Council Member Clark made a request to consider implementing step increases in Fiscal Year 2021 for non-union Sergeant positions within the Police Department. The adopted Fiscal Year 2021 budget does not include funding for any salary increases other than those contractually negotiated due to economic and financial uncertainties associated with the COVID-19 impacts.	November 17, 2020	The cost of implementing step increases in Fiscal Year 2021 for eligible non-union Sergeants within the Police Department is approximately \$12,000. As management employees not subject to collective bargaining, this matter is within the purview of the City Manager who will authorize such increases for those eligible.	Human Resources and Finance Departments

Consent Agenda

December 1, 2020

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

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

The Consent Agenda includes Items No. 9 through 20 and their recommended actions.

Council's Recommended Action

To approve Items No. ____ through ____ or

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

Council Agenda Summary

December 1, 2020

Agenda Item Number 9

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

Title:

Acceptance of the Report of the November 10, 2020, City Council Worksession

Summary:

A City Council Worksession was held on November 10, 2020, virtually utilizing the Zoom Platform.

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:

November 10, 2020 Report

City of Greeley, Colorado
COUNCIL WORKSESSION REPORT
November 10, 2020

1. CALL TO ORDER

The virtual meeting was called to order at 6:00 p.m. by Mayor Gates via the City's Zoom platform.

2. PLEDGE OF ALLEGIANCE

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

3. ROLL CALL

Jerry Harvey, Assistant City Clerk, called the roll. Those present were Mayor John Gates and Councilmembers Tommy Butler, Ed Clark, Michael Fitzsimmons, Dale Hall, and Kristin Zasada.

Councilmember Brett Payton was excused.

4. REPORTS FROM MAYOR AND COUNCILMEMBERS

There were no reports from the Mayor or Councilmembers.

5. COVID – 19 UPDATE

Dan Frazen, Emergency Manager, reported the increase in cases and deaths in Greeley and Weld County. He also highlighted the data provided in the situation report including positivity rates, fatalities, hospitalizations, and hospital capacities. Mr. Frazen explained that the Governor extended the mask mandate order for an additional 30 days and requested that employers encourage their employees to work from home. Mr. Frazen also discussed where the City is in terms of risks and explained that the City is now in a high risk range. Given that, he has recommended that the City organization/facilities go to higher restrictions.

Councilmember Zasada inquired regarding the increased restrictions and their impacts on recreation leagues or playgrounds. Roy Otto, City Manager, explained that the restrictions are just limiting capacities and not shutting down City facilities or decreasing services.

In response to questions from Councilmember Butler, Mr. Frazen explained that the City looks at both the Weld County and State data to craft the situation reports and recommendations.

Andy McRoberts, Culture, Parks and Recreation Director, responded to a question from Councilmember Clark by explaining that the FunPlex and Recreation Center will be limiting capacity to 25 people per 90 minute session by appointment only. He also added that those facilities have been averaging approximately 25 people at a time.

Council requested that Mr. Frazen email them situation reports once a week, either on Thursday or Friday, and continue to have weekly updates at Tuesday Council meetings and Worksessions.

6. UPDATED ANNUAL REVIEW PROCESS FOR CITY COUNCIL APPOINTED EMPLOYEES PROPOSED BY PERFORMANCE REVIEW SUBCOMMITTEE

Maria Gonzalez Estevez, Human Resources Director, provided information regarding the Council Subcommittee meetings regarding performance reviews of the employees who report directly to Council; highlighted the proposed updated performance process based on the recommendations of the Council Subcommittee; described the 360 Feedback performance assessment component of the review; and concluded with a discussion of the next steps for this process.

Mayor Gates and Councilmember Clark expressed that they like the proposed process and appreciated the work staff did to create it.

In response to a question from Councilmember Butler, Ms. Gonzalez Estevez explained that the proposed mid-year check-ins would be informal conversations that take place during an executive session.

There was consensus from Council for staff to move forward with the new procedures as presented.

7. REVIEW OF THE ECONOMIC DEVELOPMENT TOOLBOX

Benjamin Snow, Economic Health and Housing Director, explained why communities offer incentives related to economic development; described the summary of Greeley's current "menu" of incentives focusing on business development incentives and housing development incentives; highlighted specific geographic zones and incentive zones within Greeley including federally designated opportunity zones, enterprise zones, redevelopment districts, and metropolitan districts; discussed the development of a strategic employment centers plan; and described some tools that the City could add to its toolbox.

Councilmember Hall explained that he would be interested in seeing what sort of retail incentive package could be offered, and inquired as to whether the City is looking at ways to establish plans for an inventory list for potential companies to use our industrial sites on the west side of town. Mr. Snow provided some ideas and perspective regarding these two questions.

Councilmember Clark expressed his hope that the City is looking for retailers for the openings at the Greeley Mall, the former HP buildings, and the State Farm buildings. Mr. Snow explained that the City is looking into options there but that the City is missing opportunities by not having shopping, food, and other services out by Promontory. He added that he believes, if one business develops in that area, others will begin moving in.

In response to a question from Councilmember Fitzsimmons, Mr. Snow explained that there are potential businesses for openings Downtown.

8. SCHEDULING OF MEETINGS AND OTHER EVENTS

No meetings or other events were scheduled.

9. ADJOURNMENT

There being no further business to come before the Council, Mayor Gates adjourned the meeting at 7:10 p.m.

Jerry Harvey, Assistant City Clerk

Council Agenda Summary

December 1, 2020

Agenda Item Number 10

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

Title:

Approval of the City Council Proceedings of November 17, 2020

Summary:

A meeting of the City Council was held on November 17, 2020, virtually utilizing the Zoom Platform.

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:

November 17, 2020 Proceedings

City of Greeley, Colorado
CITY COUNCIL PROCEEDINGS
November 17, 2020

1. Call to Order

The virtual meeting was called to order at 6:00 p.m. by Mayor John Gates via the City's Zoom Meetings platform.

2. Pledge of Allegiance

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

3. Roll Call

Cheryl Aragon, Deputy City Clerk, called the roll. Those present were Mayor Gates and Councilmembers Tommy Butler, Ed Clark, Michael Fitzsimmons, Dale Hall, Brett Payton and Kristin Zasada.

4. Recognitions and Proclamations

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

Mayor Gates presented a proclamation recognizing 16 Days of Activism Against Gender Violence.

5. Citizen Input

Two email messages addressed to the Mayor and City Council were read into the record. The first was from Terri Pappas, Vice President of the Weld County School District 6 Board of Education, encouraging the Council to encourage the community to embrace the practice of wearing masks as a means of safeguarding against COVID-19. She asked that Council adopt an ordinance to this effect.

The second email was from Carmen Leal-Whitehead, Greeley resident, sharing her disappointment with the Council's perceived lack of transparency leading up to, during, and after its diversity and inclusion training. She asked that future training sessions be held publicly so that community members have the chance to react and be aware of the steps the Council is taking to become more understanding of the diverse community it serves.

Natalie Mash, Greeley resident, was present virtually and recounted statistics related to the COVID-19 virus and the importance of mask wearing in order to get it under control. Adding that measures such as this could really help students get back in school, employees back to work, and restaurants and retail open and fully operating again.

6. Approval of Agenda

The agenda was approved upon noting additional documentation for Item No. 24.

7. Reports from Mayor and Councilmembers

There were no reports from the Mayor or Councilmembers.

8. Initiatives from Mayor and Councilmembers

Councilmember Clark asked that step increases be considered for supervisor positions within the Police Department, in light of some ongoing conversations to do so within the Fire Department.

Roy Otto, City Manager, noted that this is a 2021 fiscal item and provided a bit of history on pay for these supervisory positions. He reminded Council that no step increases, market or merit increases are included in the budget currently for those positions. He did state that depending on how the conversation goes later in the evening in Executive Session for the Fire Department, this request could come back to Council for further discussion and consideration for the Police Department as well.

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

9. Acceptance of the Report of the October 13, 2020, City Council Worksession

The Council action recommended was to accept the Report.

10. Acceptance of the Report of the October 20, 2020, Performance Review Committee meeting

The Council action recommended was to accept the Report.

11. Approval of the City Council Proceedings of October 20, 2020

The Council action recommended was to approve the Proceedings.

12. Acceptance of the Report of the October 27, 2020, Performance Review Committee meeting

The Council action recommended was to accept the Report.

13. Acceptance of the Report of the October 27, 2020, City Council Worksession

The Council action recommended was to accept the Report.

14. Consideration of a resolution to approve an Intergovernmental Agreement with the Colorado Department of Transportation for construction of an extension of the Canal #3 Trail

The Council action recommended was to adopt the Resolution. **(Resolution No. 59, 2020)**

15. Consideration of a resolution of the Greeley City Council ratifying the Appointment of certain nominees to the Board of Trustees of the High Plains Library District

The Council action recommended was to adopt the Resolution. **(Resolution No. 60, 2020)**

16. Consideration of a resolution of the City of Greeley City Council authorizing entry into an Intergovernmental Agreement for Emergency Watershed Protection with the United States Department of Agriculture, Natural Resources Conservation Service

The Council action recommended was to adopt the Resolution. **(Resolution No. 61, 2020)**

17. **Introduction and first reading of an Ordinance authorizing the acquisition of interests in real property located in the City of Greeley for road improvements by purchase or exercise of power of eminent domain pursuant to Section 7 of Article XVI, Section 15 of article II, and Sections 1 and 6 of Article XX of the Colorado Constitution and Colorado Revised Statute § 38-1-101, et seq. (O Street and 59th Avenue Intersection Improvement Project)**

The Council action recommended was to introduce the Ordinance and schedule the public hearing and final reading for December 1, 2020.

18. **Introduction and first reading of an Ordinance changing the official zoning map of the City of Greeley, Colorado, from Gateway Park and Centerplace PUD's (Planned Unit Developments) to the Greeley West Multifamily PUD (Planned Unit Development), changing the underlying land use designations for approximately 13.31 acres of land located west of 38th Avenue, east of 42nd Avenue and directly south of Greeley West Park, known as the Greeley West Multifamily Rezone**

The Council action recommended was to introduce the Ordinance and schedule the public hearing and final reading for December 1, 2020.

19. **Motion to accept the recommendations regarding Annual Review Process for City of Greeley Employees reporting to the City Council**

The Council action recommended was to accept the updated Performance Review process for City Council appointed employees (City Manager, City Attorney, and Municipal Judge) as presented.

20. **Consideration to approve a change order in the amount of \$48,516.00 to the contract with Landmark Builders for additional scope associated with the remodel and safety improvements at the Bellvue water treatment plant's city owned operator residence, bringing the revised contract amount from \$158,678.00 to \$207,197.00**

The Council action recommended was to approve the Change Order. **(Change Order No. 11, 2020)**

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

Councilmember Payton moved, seconded by Councilmember Fitzsimmons to approve the items on the Consent Agenda and their recommended actions. The motion carried: 7-0

21. **Pulled consent agenda items**

No items were pulled from the Consent Agenda.

22. **Public hearing and final reading of an ordinance adopting amendments to the Greeley Municipal Code, Appendix 18-B and Table 18.42-1 of Section 18.30.070, adding short-term rentals as an allowed land use**

Brad Mueller, Community Development Director, reported that short-term rentals are a new type of land use that is undefined in the Development Code. He noted that they are known by such business names as

Airbnb and VRBO and differ from traditional temporary lodging types that are defined as hotels, motels, and bed and breakfasts.

Mr. Mueller went on to note that Council considered an ordinance for a broad set of potential regulations concerning short-term rentals on August 25, 2020, but decided not to adopt it, but in subsequent communication to Council, the City Manager indicated the challenge with the current situation is that these businesses are not allowed by the Development Code, and if the City received a complaint, it would have to initiate enforcement action to shut the business down. As such, he stated that staff, working with the City Attorney's Office, drafted the proposed ordinance to allow this use and resolve the challenges.

Mayor Gates opened the public hearing at 6:35 p.m., and there were no written or in-person comments offered.

Councilmember Fitzsimmons moved, seconded by Councilmember Zasada to adopt the Ordinance and publish it by reference to title only. The motion carried: 7-0 (**Ordinance No. 26, 2020**)

23. A public hearing to consider an amendment to the Westgate Preliminary PUD (Planned Unit Development), on 84.44 acres located at the northwest corner of Highway 34 Bypass and 71st Avenue to modify the densities and performance standards listed in the 2016 approved PUD

Carol Kuhn, Chief Planner, reported that the applicant, Broe Real Estate Group on behalf of WRD4 Greeley Property, L.L.C., is requesting an amendment to the existing Westgate Preliminary PUD. She stated that as in the original PUD (PUD11:15), this First Amendment to the Preliminary PUD Plan would provide a mix of single- and multi-family residential as well as commercial uses in a village-style configuration.

She went on to review the 84.44 acre site by noting that the previously-approved land uses include trails, open space, residential, commercial, and public rights-of-way and that the proposed First Amendment would adjust the planning area boundaries, modify the densities in PA 1-4, add a provision to allow up to a 20% change to the planning area boundaries, reduce the lot size for single-family residential, increase the building height for commercial uses, increase the open space requirements in some of the planning areas, update the existing commercial uses, and remove the preliminary plat engineering level details.

Ms. Kuhn advised that approval of this Amended Preliminary PUD would support elements such as circulation, setbacks, open space, and building height and bulk standards, as well as meeting the review elements defined for preliminary plans in Section 18.32.020 of the Municipal Code.

She noted that the Planning Commission considered this request on October 13, 2020, and unanimously recommended approval to the City Council.

Responding to a question from Councilmember Clark about how many addresses within 500 feet received the notice of this request, Ms. Kuhn stated that there were about 12 or so residential addresses within the 500-foot boundary required by the Code, that were sent a notice.

Councilmember Clark expressed concern that there is a large field in this area, and not many got notice of this request.

Councilmember Zasada referenced the map provided for the preliminary PUD, noting that it looks like there is commercial and residential along Highway 34 and inquired about a commercial buffer along Highway 34.

Ms. Kuhn clarified that there is open space and a buffer, but no commercial along that strip.

Councilmember Zasada expressed how busy Highway 34 is and shared that it needs open space and a commercial buffer. She then asked if the developer is wanting to reduce the lot size.

Ms. Kuhn advised that the lot size is to allow for some other options and townhouses, but they are similar to the lot sizes in the previous approval.

Mark Savelle, Developer, was present and shared additional details of this proposal and shared access and movement plans to and from the development. He also noted that the proposal includes units that are more like townhomes than apartment units.

Mayor Gates opened the public hearing at 7:07 p.m., and no written or in-person comments were offered.

Ms. Kuhn clarified for Council that 13 property owners received notice of this proposal as required by the Code and that there is 35 feet to Highway 34 from this development. She added that this project will come back to Council with a preliminary and final plat at a later time for approval, which would include dimensions and lot layouts.

Councilmember Clark moved, seconded by Councilmember Payton to approve the Westgate Preliminary PUD, First Amendment, to allow for modification of the densities listed in the approved planning areas and increase the building height for commercial uses on an 84.44-acre site located at the northwest corner of Highway 34 Bypass and 71st Avenue. The motion carried: 7-0

24. COVID-19 Update

Dan Frazen, Emergency Manager, reported that the situation report had been sent to Council earlier in the day and proceeded to highlight that report with the latest COVID statistics including additional cases, deaths, and hospitalizations in Weld County and Greeley. He noted that there are 15 hospitalizations in each Greeley hospital at this time.

He went on to share that the State is looking at elevating some Counties to the higher red level and create a new purple level which is an at risk, stay-at-home category.

With regard to protocol on testing sites, Mr. Frazen advised that there are walk-up community testing sites that people can walk up to or make an appointment for.

Mayor Gates shared that COVID patients in the two Greeley hospitals does not necessarily equate to intensive care unit beds, but he added that the numbers certainly don't look good. He stated that he is hopeful that the vacant beds stay vacant.

In response to a question from Councilmember Clark, Mr. Frazen confirmed that in April it was taking about 11 days to get folks out of the hospitals, and now it's about 5 days based on more knowledge about the virus and professionals honing their skills in the hospitals.

As prompted by the City Manager, Mr. Frazen went on to advise Council of cases within the City of Greeley organization. He noted that the Rodarte Center has been the site of a recent outbreak and positive employee tests. He stated that the City staff is staying on top of these outbreaks organizationally, closing facilities as warranted, and working to communicate with members of the public who have come into those facilities.

Mr. Otto added that the virus spreading throughout the City of Greeley workforce is worse than it was in April.

Mr. Frazen agreed and also stated that first responder numbers have stayed low.

Councilmember Zasada inquired about the Ranch as a possible overflow site, and Mr. Frazen stated that this is no longer an option. The closest option would be the Denver Convention Center where patients could go to decompress following significant care elsewhere. It would not offer intensive care.

Mayor Gates referenced a resolution that was distributed to the Council regarding mask wearing.

Councilmember Hall stated that after review, some parts seem logical to him and some do not, especially those that reference scientific or strong scientific evidence that the Council does not actually have. He noted support for the resolution with the removal of the 4th and 6th Whereas clauses.

Councilmember Butler expressed agreement with those amendments.

Councilmember Zasada stated that she has no problem with the wording or the message itself, but expressed that it is redundant in that this message has been shared and stated numerous times already. Councilmember Clark expressed agreement.

Councilmember Fitzsimmons shared his concern that it is more than just masking up, it's that physical distancing and large social gatherings are a concern as well.

Mayor Gates stated that while he generally supports limited government, he will support the passage of this resolution in light of Weld County and Greeley's rising COVID numbers. He noted the importance of everyone doing their part to trim those numbers.

Councilmember Hall moved, seconded by Councilmember Fitzsimmons to adopt this resolution upon striking the 4th and 6th Whereas clauses. The vote on the motion carried: 5-2 (Clark and Zasada opposed) **(Resolution No. 62, 2020)**

25. Consideration of a resolution of the City Council of the City of Greeley, Colorado, extending the City of Greeley Local Disaster Declaration of March 16, 2020 (updated on April 21, 2020, June 2, 2020, and August 11, 2020) related to the COVID-19 Pandemic

Dale Lyman, Fire Chief, stated that approval of this resolution extending the City's local disaster declaration will ensure the City continues to receive grant funding from the State and Federal governments during this pandemic.

Councilmember Fitzsimmons moved, seconded by Councilmember Hall to adopt the resolution. The motion carried: 7-0 **(Resolution No. 63, 2020)**

26. Consideration of a resolution of the City Council of the City of Greeley authorizing the declaration of a local disaster emergency (Cameron Peak and East Troublesome Wildfires)

Sean Chambers, Water & Sewer Director, reported that this is an important action by Council to protect the City's watershed in light of the damage that the Cameron Peak and East Troublesome fires have caused this year. He stated that 402,000 acres have burned and have impacted the City's water supply and infrastructure. This action will assist in recovery actions including helping to secure funding at the State and Federal levels. He also shared key data relative to the City's key watersheds.

Mr. Frazen added that the City of Greeley has been leading the effort on this watershed and recovery effort. Water & Sewer Board Chairman Harold Evans was virtually present and expressed support on behalf of the Board for the adopting of this resolution by Council.

Councilmember Butler moved, seconded by Councilmember Zasada to adopt the resolution. The motion carried: 7-0 **(Resolution No. 64, 2020)**

27. Consideration of an Executive Session to determine positions, develop strategy and instruct negotiators regarding collective bargaining with the Greeley Fire Fighters Union Local 888

Councilmember Clark moved, seconded by Councilmember Payton to go into an Executive Session as authorized by C.R.S. § 24-6-402(4)(b) and Greeley Municipal Code § 2.04.020(a)(2) to receive legal advice from the City's attorneys; and by C.R.S. § 24-6-402(e) and Greeley Municipal Code § 2.04.020(a)(5) to determine positions, develop strategy, and instruct negotiators regarding collective bargaining with Greeley Fire Fighters Union Local 888. The motion carried: 7-0

28. Scheduling of meetings, other events

Councilmember Zasada moved, seconded by Councilmember Fitzsimmons to cancel the November 24, 2020, and the December 22, 2020, Worksessions in light of holidays and no pressing items to discuss at those meetings. The motion carried: 7-0

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

Councilmember Hall moved, seconded by Councilmember Fitzsimmons to approve the above authorizations, and the motion carried: 7-0

30. Adjournment

There being no further business to come before the Council, Mayor Gates adjourned the meeting at 7:55 p.m. and moved into Executive Session as noted above. The Executive Session adjourned at 8:52 p.m.

John Gates, Mayor

Council Agenda Summary

December 1, 2020

Agenda Item Number 11

Key Staff Contact: John Karner, Finance Director, 350-9732

Title:

Consideration of a Resolution Establishing the 2020 Downtown Development Authority Tax Levy and Directing the Certification of the same to the Board of County Commissioners

Summary:

This resolution establishes the 2020 tax levy for taxes to be collected in 2021 and authorizes the City Clerk to certify to the Board of County Commissioners that the tax levy has been established for 2020. The electors of the Downtown Development Authority (DDA) approved a 5 mill ad valorem real and personal property tax on property of the DDA on November 4, 2008. This resolution imposes that 5 mill increase.

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:

City Charter requires the City Council to establish the tax levy and authorize the City Clerk to certify to the Board of County Commissioners that the tax levy for 2020 has been established.

Other Issues and Considerations:

None

Applicable Council Priority and Goal:

Your Home is Here: In 2040, Greeley is a distinctive, character-rich community known for its high quality standard of living. Residents have access to an amazing variety of

housing options including style, price, and location. Our unique neighborhoods are built around the village concept, featuring entertainment, retail, parks, and dining options within a central, walkable location.

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
Certification of Tax Levy
Notice of Tax Levy for 2020
Certification of Valuation

CITY OF GREELEY

RESOLUTION NO.____, 2020

**RESOLUTION ESTABLISHING THE 2020 DOWNTOWN DEVELOPMENT
AUTHORITY TAX LEVY AND DIRECTING THE CERTIFICATION OF THE SAME
TO THE BOARD OF COUNTY COMMISSIONERS.**

WHEREAS, the Downtown Development Authority (the “DDA”) in the City of Greeley, Colorado, was created under the provisions of Part 8 of Article 25 of Title 31, C.R.S.; and

WHEREAS, by special election held November 4, 2008, the qualified electors of the DDA approved a five mill ad valorem tax on real and personal properties within the District;

WHEREAS, pursuant to said election approval and the provisions of Section 31-25-817 C.R.S., the City Council of the City of Greeley is authorized, in addition to the regular ad valorem tax and special assessments for improvements, to impose and levy an ad valorem tax on all real and personal property within the boundaries of the DDA not exceeding five mills on the valuation for assessment of such property; and

WHEREAS, the Board of Directors of the DDA in the City of Greeley, Colorado, considered a proposed budget on November 19, 2020 and recommended to the Greeley City Council that it impose and levy five mills on all real and personal property within the boundaries of the DDA; and

WHEREAS, the City Council considered the proposed DDA budget, and has considered the certificate from the Weld County Assessor showing that the total assessed valuation of property attributable to the five mill ad valorem property tax by the Downtown Development Authority District in the City of Greeley for the year of 2020 is \$31,336,643; and,

WHEREAS, based upon consideration of the data referred to above, the City Council has determined that the additional rate of taxation necessary to produce the required tax revenues for the 2021 DDA budget is 5.000 mills.

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

Section 1. The tax levy to be applied to the valuation for assessment of property subject to taxation by the City of Greeley, Colorado as certified by the County Assessor for the current year, for the properties located within the DDA boundaries is hereby established at 5.000 mills, in addition to all regular ad valorem tax and special assessments.

Section 2. The Mayor is hereby authorized and directed to sign a statement certifying to the Board of County Commissioners that the tax levy for 2020 for the DDA has been established at 5.000 mills, in addition to all other regular ad valorem taxes and special assessments.

PASSED AND ADOPTED, SIGNED AND APPROVED THIS 1st DAY OF
DECEMBER, 2020.

ATTEST:

THE CITY OF GREELEY

City Clerk

Mayor

**CITY OF GREELEY
FOR THE
DOWNTOWN DEVELOPMENT AUTHORITY DISTRICT**

CERTIFICATION OF TAX LEVY

FOR 2020

STATE OF COLORADO)
COUNTY OF WELD)
CITY OF GREELEY)

The undersigned Mayor of the City of Greeley, Colorado hereby certifies that the City Council of the City of Greeley, on December 1, 2020, established by resolution that the 2020 tax levy for property in the Downtown Development Authority in the City of Greeley will be 5.000 mills in addition to all regular ad valorem taxes and special assessments. All steps and hearings required to be conducted and completed prior to the establishment of the tax levy were in fact taken and concluded, in accordance with law. A true copy of the resolution establishing said levy is attached hereto.

Dated this 1st day of December, 2020.

City Clerk

Mayor

NOTICE OF TAX LEVY FOR 2020
(Downtown Development Authority Property in the City of Greeley, Colorado)

STATE OF COLORADO)
COUNTY OF WELD)
CITY OF GREELEY)

Whereas, at the regular meeting of the Council of the City of Greeley held virtually via the City's Zoom platform, on the 1st day of December, 2020, the following resolution was unanimously adopted:

"Be it Resolved and Ordered by the City Council, that upon valuation of assessable property within the boundaries of the Downtown Development Authority in the City of Greeley as certified by the County Assessor for the current year, in addition to all regular and ad valorem taxes and special assessments, there be and is hereby levied for:

Purposes authorized by 31-25-817, C.R.S.	5.000 mills
Interest	mills
Payment of Bonds	mills
Outstanding Warrants	mills
Special Improvements	mills
Parks	mills
Library	mills
Streets and Alleys	mills
Contingent	mills
TOTALS	5.000 mills

Passed by the City Council of Greeley, Colorado and approved this 1st day of December, 2020.

ATTEST:

City Clerk

Mayor

(Seal)

Note: The Clerk or Secretary will immediately upon passage of this resolution deliver or cause to be delivered to the County Commissioners of the County and State aforesaid, a certified copy of said resolution with the seal thereto attached; also signed by the Mayor or President and Clerk or Secretary of Board.

CERTIFICATION OF VALUATION BY WELD COUNTY ASSESSOR

Name of Jurisdiction: 0802 - DOWNTOWN DEVELOPMENT AUTHORITY

IN WELD COUNTY ON 10/6/2020

New Entity: No

USE FOR STATUTORY PROPERTY TAX REVENUE LIMIT CALCULATIONS (5.5% LIMIT) ONLY

IN ACCORDANCE WITH 39-5-121(2)(a) AND 39-5-128(1), C.R.S. AND NO LATER THAN AUGUST 25, THE ASSESSOR CERTIFIES THE TOTAL VALUATION FOR ASSESSMENT FOR THE TAXABLE YEAR 2020 IN WELD COUNTY, COLORADO

1. PREVIOUS YEAR'S NET TOTAL TAXABLE ASSESSED VALUATION:	\$31,090,527
2. CURRENT YEAR'S GROSS TOTAL TAXABLE ASSESSED VALUATION: *	\$41,971,110
3. LESS TIF DISTRICT INCREMENT, IF ANY:	\$10,634,467
4. CURRENT YEAR'S NET TOTAL TAXABLE ASSESSED VALUATION:	\$31,336,643
5. NEW CONSTRUCTION: **	\$1,475,637
6. INCREASED PRODUCTION OF PRODUCING MINES: #	\$0
7. ANNEXATIONS/INCLUSIONS:	\$0
8. PREVIOUSLY EXEMPT FEDERAL PROPERTY: #	\$0
9. NEW PRIMARY OIL OR GAS PRODUCTION FROM ANY PRODUCING OIL AND GAS LEASEHOLD OR LAND (29-1-301(1)(b) C.R.S.): ##	\$0
10. TAXES COLLECTED LAST YEAR ON OMITTED PROPERTY AS OF AUG. 1 (29-1-301(1))(a) C.R.S.):	\$0.00
11. TAXES ABATED AND REFUNDED AS OF AUG. 1 (29-1-301(1)(a) C.R.S.) and (39-10-114(1)(a)(I)(B) C.R.S.):	\$1,303.23

* This value reflects personal property exemptions IF enacted by the jurisdiction as authorized by Art. X, Sec.20(8)(b), Colo.

** New construction is defined as: Taxable real property structures and the personal property connected with the structure.

Jurisdiction must submit respective certifications (Forms DLG 52 AND 52A) to the Division of Local Government in order for the values to be treated as growth in the limit calculation.

Jurisdiction must apply (Forms DLG 52B) to the Division of Local Government before the value can be treated as growth in the limit calculation.

USE FOR 'TABOR' LOCAL GROWTH CALCULATIONS ONLY

IN ACCORDANCE WITH THE PROVISION OF ARTICLE X, SECTION 20, COLO CONST, AND 39-5-121(2)(b), C.R.S. THE ASSESSOR CERTIFIES THE TOTAL ACTUAL VALUATION FOR THE TAXABLE YEAR 2020 IN WELD COUNTY, COLORADO ON AUGUST 25, 2020

1. CURRENT YEAR'S TOTAL ACTUAL VALUE OF ALL REAL PROPERTY: @	\$200,519,253
ADDITIONS TO TAXABLE REAL PROPERTY:	
2. CONSTRUCTION OF TAXABLE REAL PROPERTY IMPROVEMENTS: !	\$17,644,648
3. ANNEXATIONS/INCLUSIONS:	\$0
4. INCREASED MINING PRODUCTION: %	\$0
5. PREVIOUSLY EXEMPT PROPERTY:	\$1,631,114
6. OIL OR GAS PRODUCTION FROM A NEW WELL:	\$0
7. TAXABLE REAL PROPERTY OMITTED FROM THE PREVIOUS YEAR'S TAX WARRANT:	\$0

(If land and/or a structure is picked up as omitted property for multiple years, only the most current year's actual value can be reported as omitted property.)

DELETIONS FROM TAXABLE REAL PROPERTY:

8. DESTRUCTION OF TAXABLE REAL PROPERTY IMPROVEMENTS:	\$305,885
9. DISCONNECTIONS/EXCLUSION:	\$0
10. PREVIOUSLY TAXABLE PROPERTY:	\$2,152,217

@ This includes the actual value of all taxable real property plus the actual value of religious, private schools, and charitable real property.

! Construction is defined as newly constructed taxable real property structures.

% Includes production from new mines and increases in production of existing producing mines.

IN ACCORDANCE WITH 39-5-128(1), C.R.S. AND NO LATER THAN AUGUST 25, THE ASSESSOR CERTIFIES TO SCHOOL DISTRICTS : 1. TOTAL ACTUAL VALUE OF ALL TAXABLE PROPERTY:----->

\$0

NOTE: All levies must be Certified to the Board of County Commissioners NO LATER THAN DECEMBER 15, 2020

Data Date: 10/6/2020

Council Agenda Summary

December 1, 2020

Agenda Item Number 12

Key Staff Contact: John Karner, Finance Director, 350-9732

Title:

Consideration of a resolution approving the 2021 Budget for the Greeley Downtown Development Authority and appropriating funds for that budget

Summary:

This resolution approves the Greeley Downtown Development Authority (DDA) budget and authorizes the appropriations for the fiscal year 2021 (January 1, 2021 through December 31, 2021).

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:	Total appropriations for the Greeley Downtown Development Authority in the resolution are \$347,700 for Normal Operations expenditures.

Legal Issues:

None.

Other Issues and Considerations:

None.

Applicable Council Priority and Goal:

Your Home is Here: In 2040, Greeley is a distinctive, character-rich community known for its high quality standard of living. Residents have access to an amazing variety of housing options including style, price, and location. Our unique neighborhoods are built around the village concept, featuring entertainment, retail, parks, and dining options within a central, walkable location.

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

Greeley Downtown Development Authority Board of Directors Meeting 11/19/2020

Minutes

Greeley Downtown Development Authority 2021 Budget

CITY OF GREELEY

RESOLUTION NO.____, 2020

RESOLUTION APPROVING THE 2021 BUDGET OF THE GREELEY DOWNTOWN DEVELOPMENT AUTHORITY AND APPROPRIATING FUNDS FOR THAT BUDGET.

WHEREAS, the Downtown Development Authority (the “DDA”) in the City of Greeley, Colorado was created under the provisions of Part 8 of Article 25 of Title 31, C.R.S.; and

WHEREAS, the Board of Directors of the DDA in the City of Greeley, Colorado, has reviewed and considered a proposed budget on November 19, 2020.

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

Section 1. Pursuant to 31-25-816(1), C.R.S., the City of Greeley hereby approves for fiscal 2021 (January 1, 2021 to December 31, 2021) the annual budget for the DDA in the City of Greeley, Colorado; which consists of a document designated as such, including proceeds of a tax levy of 5.000 mills upon real and personal property within the DDA.

Section 2. The annual budget of the DDA for the year 2021, as adopted by the DDA and approved by the City, shall be on file in the City Clerk's office for public inspection during office hours of such office for the entire year of 2021; that budget attached hereto and incorporated herein as Exhibit “A”.

Section 3. There are hereby appropriated for fiscal year 2021 the following amounts:

Fund Description	Amount
Normal Operations	\$ 347,700
Total	\$ 347,700

PASSED AND ADOPTED, SIGNED AND APPROVED THIS 1st DAY OF DECEMBER, 2020.

ATTEST:

THE CITY OF GREELEY

City Clerk

Mayor

Greeley Downtown Development Authority
Minutes – Board of Directors Meeting Zoom Meeting – November 19th, 2020

Board Members in Attendance: Phil Grizzle, Chair & Zoe's Café & Events; Drew Notestine, Vice Chair/Secretary & Thomas & Tyler LLC; Cooper Anderson, Treasurer & Resident; Linda Winter, Accessories With A Flair!...and Hair; Tommy Butler, Greeley City Council; Kristin Zasada, Greeley City Council; Justin Ghofrani, Kress Cinema & Lounge; Brian Seifried, Luna's Tacos & Tequila; Tom Grant, Grant & Hoffman; Logan Richardson, Mineral Resources; Andy Feinstein, University of Northern Colorado; Mike Ketterling (ex-officio), Northern Engineering

Additional Attendees: Steve Moreno, Weld County Commissioner; Ben Snow, City of Greeley; Suzanne Sereff, Warm Hugs Mixes & Gifts Boutique; Andrew Wronkoski, Greeley Police Department

DDA Staff in Attendance: Bianca Fisher, Executive Director; Alison Hamling, Director of Experience; Karen Baumgartner, Project Coordinator

Meeting Called to Order:

Phil Grizzle called the meeting to order at 7:34 am, welcomed Andy Feinstein to the board. Andy introduced himself and shared his excitement to be joining the DDA board.

Minutes:

Phil Grizzle referenced the October DDA Minutes for approval. Justin Ghofrani moved to approve, Drew Notestine seconded, motion carried.

Safety Report from Andrew Wronkoski:

- He has gone over the calls for the last month and nothing is standing out
- There were some issues with the transient population in the park that had bled over into some of the side streets but nothing that is too concerning
- Cold Weather Shelter and Alternative Housing Unit at Bonnell are now open
- GPD is still working on Santa Cops, Sleigh Riders Toy Drive, and Holiday Lane at Island Grove
- There has been a lot of new graffiti all over town so please report it if you see it

Quarterly Financials Report from Cooper Anderson:

- Balance Sheet- total assets \$1.7 million but the majority of that is a TIF liability; total equity is sitting at \$110,000
- Profit Loss Comparison- grant income from the City is down a little due to funding changes, Mill Levy up \$20,000 due to properties coming onto the books, contributions down this year, Oktobrewfest broke even but made us no money this year as it had in past years, and payroll expenses down due to furloughs and position cut
- Total expenses down about \$78,000 and total income down about \$110,000 but tracking a net profit of about \$5,000 so we are doing alright
- Bianca Fisher added that even though it looked like TIF amounts are down, we should be pretty close to what was projected by the end of the year due to later TIF receipts

2020 Amended & 2021 Proposed Operational and TIF Budget Presentation from Bianca Fisher:

Bianca Fisher went over budgets included in the packet and reminded everyone that in November we look at our approved Operational and TIF annual budgets for this year, amend this year's budgets as required by city, and approve budgets for next year

2020 Amended Operational Budget

Income Notes

- City Contribution was at a 15% reduced rate beginning in June
- Mill Levy right on par
- Contributions are down and the biggest factor there was the loss of contributions from Banner Health and NCMC, Inc. but this is a good opportunity to look at Corporate Partnerships and increase our donor base
- Oil and Gas is a new category to amended budget which was added when we resolved an issue with our entity name
- Miscellaneous income is a large number and reflects the fact that we received \$25,000 Grant from Weld County Recovery Fund
- Oktobrewfest income was way down and was it was a big impact along with the loss of other event sponsors

Expense Notes

- Change in salaries due to position cut and furlough
- One category that we saw increase with Subscriptions and Memberships including Employers Council and Zoom Memberships that we did not anticipate
- Everything else on the expense side is static
- Anticipate that we likely net close to \$10,000

Tommy Butler moved to approve the 2020 Amended Operational Budget, Logan Richardson seconded, motion carried.

2021 Proposed Operational Budget

- Pretty similar to this year's budget based on explanations already discussed
- Note about Oktobrewfest – difficult not knowing what will happen next year so budgeted \$60,000 in income and \$50,000 in expenses for a net of \$10,000
- Regarding salaries - not planning to hire a new admin but are hoping to bring Bill back in May for maintenance
- Mill Levy based on preliminary certification from the County

Cooper Anderson moved to approve 2021 Proposed Operational Budget move to approve, Tommy Butler seconded, motion carried

2020 Amended TIF Budget

- Caveat to remind everyone that it is impossible to anticipate how many Façade Grants, Building Improvement Grants, or Development Project requests we will get so it's to be expected that one category might seem more excessive than another
- Amended TIF is already at about \$830,000 and that will be close to where we land
- Legal Reimbursement is for the contract with the owners of the 609 Studios and they were required to cover half of the expense
- Annual TIF Reimbursement was payment made to Hotel Developers which was made entirely to Developer instead of being split with the City (will be the same next year)
- Have one outstanding building improvement grant that we will see coming from Syntax and a number of small façade grants that will likely see reimbursements by year end
- Advertising was for TIF support for COVID relief Place To Be campaign

- Will end up netting about \$126,000 that will carry forward in TIF account for next year

Justin Ghofrani moved to approve the 2020 Amended TIF Budget, Tommy Butler seconded, motion carried.

2021 Proposed TIF Budget

- Looking pretty similar and TIF is looking stronger with some of the Maddie Project TIF income coming in not to the full extent since it wasn't valued at full completion but valued how it was on January 1
- TIF Reimbursement value will increase and two payments next year will be to Hotel and Maddie Project and anticipate it to be higher since it wasn't the full value for 2020
- No building improvement projects in the works at this time but set aside money for that since that could shift
- Strategic Planning was not included in this budget as mentioned in last meeting because Executive Committee agreed it would work better to hold off until 2022 when thinking about where world is and where we are - it would also work timing wise to encapsulate the final ten years of the first 30 year of our DDA life and would like to internally work on developing a strategic planning committee before hiring a paid consultant
- Lot of categories are maintenance items with tree lighting, alleys, cameras, and streetscapes
- Left Wayfinding in there at a higher amount so everyone could see impact to budget with the caveat that we will be discussing next about our decision making

Andy Feinstein moved to approve the 2021 Proposed TIF Budget, Brian Seifreid, motion carried.

Wayfinding Update from Bianca Fisher and Mike Ketterling:

Bianca Fisher reminded everyone that the drawings for the proposed signage, the plans for sign placement, and the budget estimates for the project are in the packet as a quick recap. Mike Ketterling pointed out that here is a new bid from Biltrite changing the material to stainless steel which includes an additional \$24,000 to add Monument sign on the east side and he also let the board know that there have been discussions with the Poudre Trail on how we direct people Downtown once they get to the new Trailhead on 11th Avenue and he would encourage us to work with the City to help with that signage. What is needed from the board is an okay for us to move forward with the project if that is the consensus

Board Discussion:

- Drew Notestine is in favor of moving forward in light of upgraded estimate from Biltrite and since we have the money and need to continue investing to reinforce the Downtown brand
- Justin Ghofrani said we should go through with it but we need to make sure we get the best signs/material that we can
- Bianca added that Scott at Biltrite is passionate about the project and thinks they would work with us to make sure the right materials were used
- Mike added that we still need to work with City and CDOT on approvals, so there is still a good deal of leg work to do before ready and asked the board to consider an additional budget of \$5,000-10,000 to help with the kiosk or additional signage at the Poudre Trail
- Cooper Anderson likes the idea of working with the Poudre Trail folks to make something happen down by the Stampede grounds because that will do double duty

- Logan Richardson likes the sense of place signs but does think we need to look at wayfinding signs at other areas coming into town
- Phil Grizzle really like the idea of putting a Monument Sign on the east side and pointed out that the money was already included in and approved in the budget discussions if everyone was in agreement to move forward so there would be no need to approve another budget at this point

Discussion Outcome:

- Board agreed to move forward with the project, per the budgeted amount, and asked for updates as things move forward
- Bianca will touch base with Public Works to see what additional signage they might be update in other parts of the City to point people to downtown

Public Realm Report from Mike Ketterling:

The Public Realm Committee met on November 4th and discussed the following:

- Approved a Façade Grant that will pay out in 2021 in the amount of \$7,500 for Cheba Hut on a project that will cost close to \$58,000
- The signage has been placed on the new Einstein mural with the QR Code that will allow you to animate the art piece
- The Alex Carmona art piece on the east end of the art alley has been replaced and is now in Mike's garage if anyone has an idea of what to do with it
- Aunt Helen's has seen increase of trash around new Wells Fargo location and asked if a trash can could be placed there which was approved by the committee
- Another Art Tree planter base hit and destroyed so the City is working on new standards for those bases

Experience Report from Alison Hamling:

- Looked into getting music on the plazas and discovered that it will be complicated to do as it is done at Centerra because it was included in their build, so we would most likely need a WiFi system that we can tie into to make it work for us, but Dave Czapenski is looking into it and will give us an idea of what we would need and the cost
- Holiday Open House will take place on November 28th with 23 participating businesses and we have a Facebook event page set up and some advertising on KUNC and iHeart
- Blazen will change out the up-lighting in the trees to Christmas colors
- Ely Corliss and Brian Seifried have spearheaded a downtown Passport program that will include discount from participating businesses and Ely is working on it now
- Downtown Greeley and the City were awarded the DCI Governor's Award for the Art Alley which will also be part of Mural Tour that Visit Greeley is putting together and is also part of the Let's Roam Scavenger Hunt
- Allison Ramirez piece is up now in the Art Alley where the Alex Carmona piece was and so it the Einstein plaque with the QR Code which will animate the art
- Greeley Creative District received a grant to support the Creative District Triangle which includes Greeley, Longmont and Ft. Collins Creative Districts, are running Do Tell Retrospectives, and have welcomed 3 new Board Members including Sam Corliss from Luna's Tacos & Tequila
- Visit Greeley Advisory Board's big focus is on the occupancy of hotels which is currently pretty good in Greeley
- UCCC has been quiet but they are moving forward with Festival of Trees and the hope is that can go forward as planned
- Applied for the Weld Recovery Fund Grant and Energize Colorado Grant to help the Association Members cover costs of the Open Container Ordinance

- Looking forward to 2021 which we will plan with optimism but will have a Plan B and Plan C
- Dazzle Downtown Window Decorating Contest has 14 businesses signed up and not all are asking for the mini grants available to help cover cost of supplies

GDA Report from Suzanne Sereff:

- People are shopping earlier which has been good and positive, and most customers are wearing masks
- Not sure what to expect for the Holiday Open House but it will be fun and interesting
- Have not had the chance to chat with other retailers but everyone seems to be plugging away

Executive Director Report from Bianca Fisher:

Board

- Welcome to UNC President Andy Feinstein as the newest member of our Board!

Economic Development/Business Support

- Met with a prospective restaurant owner considering opening a location in one of the residential developments planned for downtown
- “The Place to Be” marketing campaign is going well; Brindle will continue running through year end and then we will transition in-house from there
- Met with several business owners and Comcast to discuss broadband options on the north side of the DDA district; continuing conversations with the City and prospective providers for a more widespread solution
- Several conversations with a new downtown property owner to provide context and vision both for the district and for the 5 properties he recently purchased
- Strategizing with the developers of the 55+ residential development, which should begin demo in the next 60 days, around activating 11th Street
- Working with several downtown business owners on a Downtown Passport that will offer discounts to encourage more downtown visitors

Public Realm

- Committee approved a façade grant application for Cheba Hut (1645 8th Avenue)- total project cost of \$55,196, grant ask of \$7,500
- FastSigns installed the “Animate this Art” sign on the Einstein mural
- Newest art alley piece has been installed behind the Kress building
- Approved purchase of a new trash receptacle near the Wells Fargo ATMs on 8th Avenue
- Starting to explore future projects- downtown Wi-Fi, outdoor music

Promotion & Community Partnerships

- Monthly GDA meeting will move to Zoom until at least the new year; working on the Holiday Open House and promoting various options to shop
- Had first meeting on the City’s Development Code Advisory Committee—focus will be on housing, streets, parking, and general zoning and regulations
- Met with University District Committee—City will begin design and development plans for 16th Street and will be reaching out to property owners to get feedback
- Continue to meet with other DDA directors in Colorado through DCI to discuss issues and brainstorm opportunities—emphasis was on holiday promotions and possible shutdowns
- Still meeting regularly with local partners (City, Chamber, Upstate, SBDC, NoCo communities) to stay on top of business resources and current information as it relates to COVID; also serve on the City’s Long-Term Recovery Committee to provide information on downtown

Business Updates

Now Open:

- Greeley Hatchet House- 820 9th Street
- Magical Moments Birthday Parties & Special Events- 920 9th Avenue

Opening Soon:

- Midwest Market Vintage Goods- 906 9th Avenue

Recently Closed:

- Personally Yours- 809 9th Street
- Canton Garden Restaurant- 1330 8th Avenue

Property Updates

Under Contract:

- 905 16th Street (Hog Wild BBQ bldg)- \$595,000 asking
- 725 10th Street (Green Earth Brewing bldg)- \$695,000 asking

New for Sale:

- 303 & 307 8th Avenue- retail/commercial/industrial, 5,908 SF, \$935,000

New for Lease:

- 809 9th Street- office/retail, 2,369 SF, \$10/SF
- 303 & 307 8th Avenue- retail/commercial/industrial, 5,908 SF, \$12/SF lease
- 603 8th Street- warehouse, 6,534 SF, \$6/SF
- 611 8th Street- warehouse, 3,862-12,882 SF, \$9.95/SF

For the full list of properties, visit <https://www.greeleydowntown.com/commercial-properties/>

Weld County Updates from Steve Moreno:

Steve Moreno had to step off the Zoom Meeting so there was no report from him

City Updates from Ben Snow:

Ben Snow started by turning to Tommy Butler and Kristen Zasada for comments that they would like to make regarding what the City has been working on during the last couple of Council meetings

- Council has amended the Municipal Code to allow for Short Term Rentals as a land use with no regulations
- Extended local disaster declaration due to COVID which will allow City to continue to receive federal funding
- The fires have affected our water supply and the City will have to do a lot of clean up and mitigation so they issued local disaster emergency so that the City can get funding to clean up water supply
- Passed resolution encouraging people to wear masks in support of our local businesses, first responders and hospital workers
- State will be holding a special session and let Tommy know if you would like to get in touch with Mary Young regarding that special sessions because she wants to hear more from business owners-- <https://www.cpr.org/2020/11/17/colorado-lawmakers-will-use-special-session-to-boost-businesses-and-residents-as-federal-coronavirus-aid-remains-stalled/>

Ben Snow then reported:

- City has a new Finance Director (John Karner) and new City Clerk (Anissa Hollingshead)
- Cold Weather Shelters (Congregate and Non-Congregate at Bonnell) are starting to fill up and things are going so far so good with both of those
- The second round of recovery funds ended on Tuesday so don't have much to report on that at this time other than the fact that had a brisk response from Greeley businesses

- State Farm is indicative of what is happening around the country and an example of companies that have figured out that can save money by allowing people to continue working from home so they are closing their 12 centers around the country – don't know what the implications or long term affects will be but need to keep an eye on as a trend and need to brace ourselves to see how we can re-tool office space
- Light at end of the tunnel as far as what is going on with the company – 24 hour fitness now will be Gold's Gym which is an indication that there are folks trying to take advantage of getting uses back in play
- City did a UNC Fingerprint for Downtown and they are diving into that again and are expanding the fingerprint farther out throughout the community to track those employed and enrolled, alumni living connection, and alumni working connection – will share maps once they have them updated

Additional Comments from the Board:

- Bianca encouraged everyone to shop small business this year more than ever
- Drew Notestine asked Karen to reach out to Matt Revitte regarding his building on 8th Street next to Northern Engineering (818 8th Street) to see if he would like us to list the property on our website
- Phil reported that the Executive Committee completed Bianca's annual performance review and wanted to report to the board that they think she is doing an outstanding job and are thrilled to have her as part of our team in leading this organization

The meeting adjourned at 8:58 am

DDA Operational Budgets

2020 Approved/Amended & 2021 Proposed

INCOME	2020 Approved	2020 Amended	2021 Proposed
4110- Grant Income City of Greeley	\$ 48,750	\$ 39,000	\$ 42,250
4111- Specific Ownership	\$ 10,000	\$ 9,000	\$ 10,000
4112- Mill Levy	\$ 200,000	\$ 200,000	\$ 205,000
4114- Interest Income	\$ 100	\$ 30	\$ 50
4120- Contributions	\$ 30,000	\$ 18,200	\$ 20,000
4140- Parking Lease	\$ 2,400	\$ 2,400	\$ 2,400
4142- Oil & Gas Income	\$ -	\$ 5,000	\$ 500
4143- Miscellaneous Income	\$ 150	\$ 25,150	\$ 150
4150- Oktobrewfest Income	\$ 80,000	\$ 7,350	\$ 70,000
4300- Event Sponsors	\$ 6,000	\$ -	\$ 2,000
Total Income	\$ 377,400	\$ 306,130	\$ 352,350
EXPENSES			
5101- Salaries	\$ 235,000	\$ 205,000	\$ 195,000
5102- Simple IRA Match	\$ 6,500	\$ 5,600	\$ 6,000
5105- Worker's Comp Insurance	\$ 1,500	\$ 850	\$ 1,000
5106- Health & Wellness	\$ 1,500	\$ 500	\$ 1,500
5108- Payroll Taxes	\$ 20,000	\$ 16,000	\$ 15,000
5109- EZ Fund 1.5% Admin Fee	\$ 500	\$ 375	\$ 400
5110- Advertising & Marketing	\$ 8,000	\$ 8,000	\$ 8,000
5112- Bank Charges	\$ 200	\$ 400	\$ 200
5113- Interest Expense TIF	\$ 800	\$ 500	\$ 500
5117- Professional Fees	\$ 5,000	\$ -	\$ -
5121- Miscellaneous Expense	\$ 1,000	\$ 500	\$ 1,000
5132- Office Supplies & Equipment	\$ 4,500	\$ 2,500	\$ 4,000
5134- Professional Development	\$ 2,500	\$ 1,100	\$ 1,500
5135- Subscriptions & Memberships	\$ 1,500	\$ 3,000	\$ 3,000
5153- Office Cleaning & Trash	\$ 1,300	\$ 2,000	\$ 2,000
5154- Printing & Publication	\$ 1,000	\$ 400	\$ 1,000
5155- Parking Lot Expense & Tax	\$ 250	\$ 280	\$ 300
5185- Rent/Utilities/Parking Permits	\$ 35,000	\$ 37,000	\$ 38,000
5190- Board	\$ 2,500	\$ 3,600	\$ 3,500
5195- Office Repairs & Maintenance	\$ 300	\$ 300	\$ 300
5200- Oktobrewfest	\$ 60,000	\$ 5,000	\$ 60,000
5500- Special Events	\$ 7,000	\$ 2,000	\$ 2,000
5704- Treasurers Fee- Mill	\$ 2,500	\$ 3,500	\$ 3,500
Total Expenses	\$ 398,350	\$ 298,405	\$ 347,700

Net Income	\$ (20,950)	\$ 7,725	\$ 4,650
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Council Agenda Summary

December 1, 2020

Agenda Item Number 13

Key Staff Contact: Joel Hemesath, 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 the completion of 35th Avenue roadway improvements from "O" Street to "F" Street

Summary:

35th Avenue between "O" Street and "F" Street is a regional roadway as identified in the City's 2035 Master Transportation Plan, as well as the North Front Range MPO Regional Transportation Plan, and Weld County's Transportation plan. The east half of this road is in the City of Greeley and west half in Weld County. Weld County has approached the City and is willing to pay the City \$7,655,400.00 to build this road to urban arterial standards. If this IGA is approved Weld County will pay half of the funds in 2020 and the other half in 2024 for construction at that time. As a part of this agreement Weld County will also petition for annexation to the west half of the road. The City will be responsible for all aspects of this road improvement project including design, right-of-way acquisition, floodplain permitting, construction and ongoing maintenance.

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?	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:	County is contributing the funds to build this to arterial standards.

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

Vicinity Map

THE CITY OF GREELEY, COLORADO

RESOLUTION _____, 2020

A RESOLUTION OF THE CITY OF GREELEY CITY COUNCIL AUTHORIZING THE CITY TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH WELD COUNTY FOR THE COMPLETION OF 35TH AVENUE ROADWAY IMPROVEMENTS FROM “O” STREET TO F STREET.

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 the[ir] cooperating or contracting units;

WHEREAS, the City of Greeley and Weld County each have jurisdiction of portions of 35th Avenue, also known as County Road 35, between “O” Street and F Street;

WHEREAS, 35th Avenue is identified as a regional road and both the City of Greeley and Weld County believe that road improvements to 35th Avenue are necessary and appropriate;

WHEREAS, Weld County is willing to contribute funding to the City of Greeley to complete road improvements to urban arterial standards;

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 road improvements to 35th Avenue; and

WHEREAS, it is in the best interests of the citizens of the City of Greeley to enter into this IGA, which will result in cost savings to the City with respect to improvements to 35th Avenue.

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

Section 1. The City Council hereby authorizes the City to enter into 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, as provided by the Greeley Charter.

PASSED AND ADOPTED, SIGNED AND APPROVED THIS _____ day of
_____, 2020.

ATTEST:

THE CITY OF GREELEY, COLORADO

City Clerk

Mayor

INTERGOVERNMENTAL AGREEMENT
FOR CONTRIBUTION FOR ROADWAY IMPROVEMENTS
FOR WELD COUNTY ROAD (“WCR”) 35
BETWEEN “O” AND F STREETS

THIS INTERGOVERNMENTAL AGREEMENT is made and entered into this ____ day of _____, 2020, 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 WCR 35, also known as 35th Avenue, between “F” Street and “O” Street, excluding the “O” Street intersection, hereinafter referred to as “WCR 35 IMPROVEMENTS,” which GREELEY intends to annex, and

WHEREAS, GREELEY wishes to make certain road improvements to the WCR 35 IMPROVEMENTS as described and detailed herein, with said improvements being hereinafter referred to as the “PROJECT,” and

WHEREAS, WELD COUNTY had planned and budgeted to widen WCR 35 IMPROVEMENTS in 2021 at a cost of \$7,655,400, and

WHEREAS, GREELEY desires to make consistent urban standard widening improvements for the entire project and requests contribution from WELD COUNTY to pay said budgeted funds to GREELEY to offset a portion of the costs of the PROJECT, and

WHEREAS, WELD COUNTY agrees to said payment, because of the benefit of such PROJECT to transportation in the area, 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 agrees to undertake and complete the PROJECT.
3. TERM: The term of this Agreement shall be from the date first written above to and until such time as WELD COUNTY makes the final payment described in Paragraph 4 below.

4. CONTRIBUTION BY WELD COUNTY: WELD COUNTY agrees, upon receipt of an invoice from GREELEY, to pay to GREELEY the sum of \$3,827,700 in 2020 to assist with design, right-of-way, and utility relocations and \$3,827,700 in 2024 for construction of the PROJECT. WELD COUNTY agrees to petition on behalf of GREELEY for annexation of the WCR 35 IMPROVEMENTS.
5. ANNEXATION OF WCR 35 IMPROVEMENTS BY GREELEY: Upon receipt of the petition for annexation and the 2024 payment from WELD COUNTY, GREELEY agrees to annex the WCR 35 IMPROVEMENTS from “F” Street to “O” Street that are eligible for annexation and able to be annexed.
6. 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.
7. 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.
8. 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.
9. 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.
10. NOTICES: All notices required herein shall be mailed via First Class Mail to the parties’ representatives at the addresses set forth below:

GREELEY:
Roy Otto, City Manager
1000 10th Street
Greeley, CO 80631

WELD COUNTY:
Elizabeth Relford, Deputy PW Director
1150 “O” Street
Greeley, CO 80632

11. 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, COLORADO:

ATTEST:

Mayor

City Clerk

APPROVED AS TO SUBSTANCE:

City Manager

APPROVED AS TO AVAILABILITY OF FUNDS:

Director of Finance

APPROVED AS TO LEGAL FORM:

City Attorney

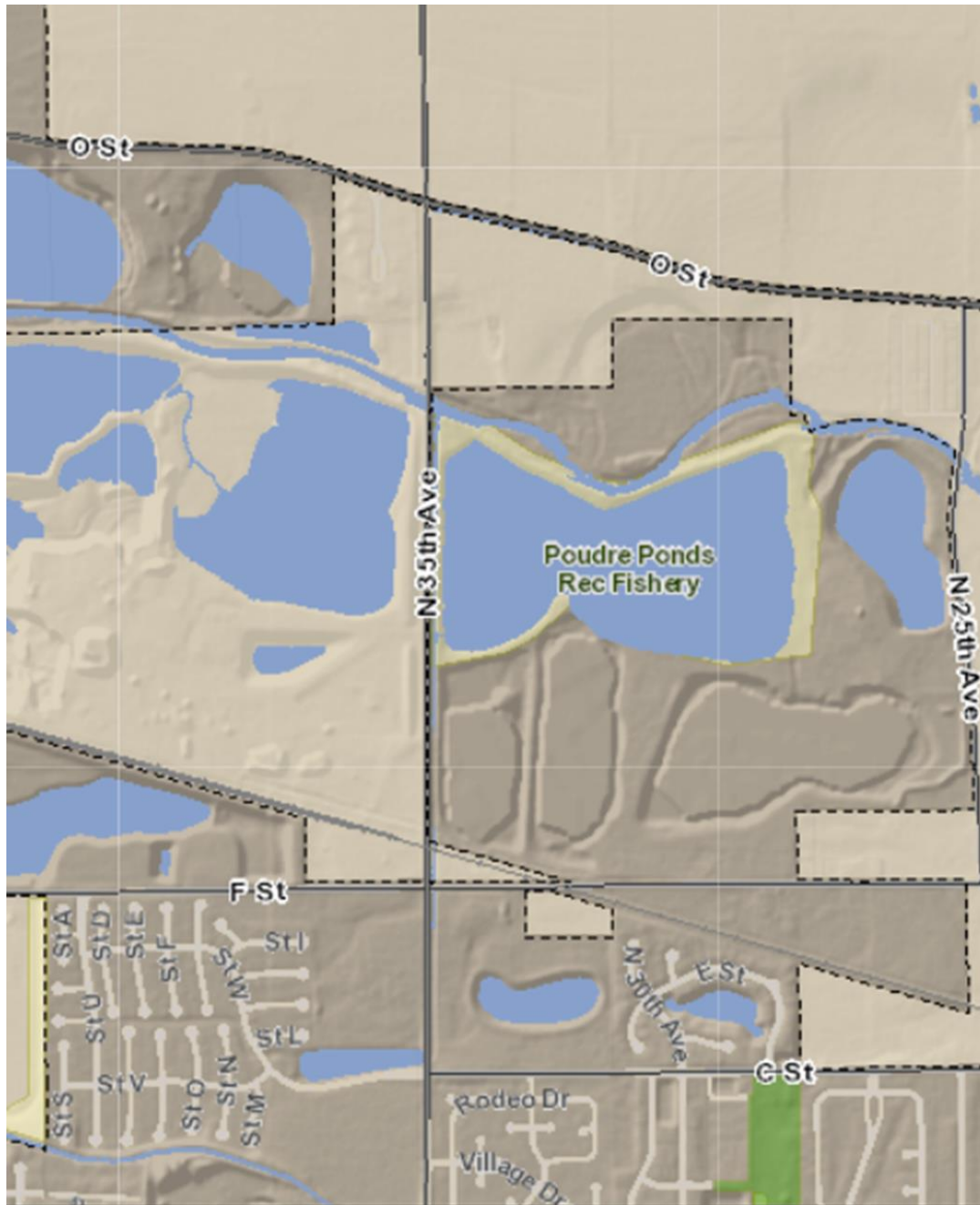
ATTEST:
WELD COUNTY Clerk to the Board

BOARD OF COUNTY COMMISSIONERS
WELD COUNTY, COLORADO

By: _____
(Deputy) Clerk to the Board

By: _____
Mike Freeman, Chair

Vicinity Map



Council Agenda Summary

December 1, 2020

Agenda Item Number 14

Key Staff Contact: Maria E. Gonzalez Estevez, Human Resources Director
John Karner, Finance Director
Stacey Aurzada, Deputy City Attorney

Title:

Consideration of a resolution authorizing the payment of step increases to Greeley Fire Fighters in 2021

Summary:

Before the City of Greeley (City) embarked on the collective bargaining negotiations between the City and International Association of Firefighters (IAFF) Local 888 for the contract going into effect January 1, 2021, City Council instructed the City to exclude the contractual step increases from the union contract negotiations due to unknown economic and financial risks and uncertainties presented by the COVID-19 pandemic. Based on that direction, both the City and IAFF Local 888 negotiated and ratified the collective bargaining agreement effective January 1, 2021 with the final ratification by City Council at its September 15, 2020 Regular Meeting. The City Council has determined that Greeley Fire Fighters should be eligible for step increases in Fiscal Year 2021 using the existing salary tables from the 2020 contract.

The estimated cost to the City of adopting this resolution is \$205,307 in 2021 which includes increases in salary, overtime pay, and benefits at the higher wage levels based on firefighters anticipated to be eligible for the new step increase in 2021. These added cost will continue to be incurred by the City in future budget years.

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?	\$205,307
What fund of the City will provide Funding?	2021 General Fund – Fund Balance/Carryover
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:	

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.

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

**CITY OF GREELEY, COLORADO
RESOLUTION NO. ___, 2020**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREELEY
AUTHORIZING THE PAYMENT OF STEP INCREASES TO GREELEY FIRE
FIGHTERS IN 2021**

WHEREAS, on September 15, 2020, the City Council ratified and adopted the Collective Bargaining Agreement between the Greeley Fire Fighters Union and the City of Greeley; and

WHEREAS, said Collective Bargaining Agreement is for the period commencing January 1, 2021 and ending December 31, 2021; and

WHEREAS, the terms of the Collective Bargaining Agreement were based on economic and financial uncertainties caused by the COVID-19 pandemic such that the Agreement does not include step increases for Fire Fighters; and

WHEREAS, the City Council has determined that Greeley Fire Fighters should be eligible for step increases in 2021;

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

Section 1. The City Council authorizes the City Manager to incorporate step increases for Fire Fighters in the manner and amounts illustrated in the Exhibit attached to this Resolution; and

Section 2. The step increases authorized by the Resolution shall be applied beginning January 1, 2021 and ending December 31, 2021.

SIGNED AND EFFECTIVE THIS ____ DAY OF DECEMBER, 2020.

THE CITY OF GREELEY, COLORADO

ATTEST:

Mayor

City Clerk

Attachment: Exhibit – Step Increases for 2021

Exhibit to Resolution _____ 2020

Firefighter Step Increases for 2021

Recruit Firefighter	20.12
Recruit Firefighter/ EMT I	21.36
Recruit Firefighter/ Paramedic	21.98
Apprentice Firefighter I	21.51
Apprentice Firefighter I/ EMT-I	22.75
Apprentice Firefighter I / Paramedic	23.37
Apprentice Firefighter II	22.99
Apprentice Firefighter II/ EMT-I	24.23
Apprentice Firefighter II/ Paramedic	24.85
Journey Firefighter I	24.62
Journey Firefighter I / EMT-I	25.86
Journey Firefighter I / Paramedic	26.48
Journey Firefighter II	26.33
Journey Firefighter II/ EMT-I	27.57
Journey Firefighter II/ Paramedic	28.19
Master Firefighter	28.16
Master Firefighter/ EMT-I	29.40
Master Firefighter/ Paramedic	30.95
Fire Engineer (min)	29.57
Fire Engineer (min)/ EMT-I	30.81
Fire Engineer (min) / Paramedic	31.43
Fire Engineer (max)	31.03
Fire Engineer (max) I EMT-I	32.27
Fire Engineer (max) I Paramedic	33.82
Staff Specialist *	44.87
Staff Specialist/ EMT-I	46.67
Staff Specialist / Paramedic	48.91
Fire Lieutenant (min)	32.59
Fire Lieutenant (min) / EMT-I	33.83
Fire Lieutenant (min) / Paramedic	34.45
Fire Lieutenant (max)	34.35
Fire Lieutenant (max) I EMT-I	35.59
Fire Lieutenant (max) I Paramedic	37.14
Fire Lieutenant Specialist	49.67
Fire Lieutenant Specialist/ EMT-I	51.47
Fire Lieutenant Specialist / Paramedic	53.71
Fire Captain (min)	38.31
Fire Captain (max)	40.61
Fire Captain Specialist	58.67

Note: Fire Fighters will be eligible for step increases every twelve months upon satisfactorily completing all requirements.

Council Agenda Summary

December 1, 2020

Agenda Item Number 15

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

Title:

Introduction and first reading of an Ordinance re-authorizing various Boards and Commissions for three years

Summary:

Section 2-8 of the City Charter provides that Council is to review its appointed advisory groups every three years and determine whether the board or commission continues to serve the purpose for which it was created and decide whether or not to authorize its continuance.

This provision was added to the Charter in 2001 and a staggered schedule was developed for reviewing one-third of the groups each year. Reauthorization has been approved for all groups since the addition of this Charter amendment.

The early process for triennial reviews included a Work Session meeting between Council and each Board to discuss Board accomplishments, goals and continued relevance. After several cycles of meeting with Council every three years, boards began preparing a written report for Council's review instead of the verbal report at a Work Session. Currently, Council receives an update of Board activity and plans through the quarterly Department Updates. Any programs or issues a Board or the Council would like discussed has been and can continue to be scheduled as needed.

The attached Ordinance re-authorizes the groups scheduled for a triennial review in 2020. An Ordinance is appropriate for the re-authorization because each group was initially authorized in the same fashion.

Fiscal Impact:

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

Legal Issues:

Consideration of this matter is a legislative process.

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) 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 December 15, 2020.

Attachments:

Ordinance

CITY OF GREELEY, COLORADO

ORDINANCE NO. _____, 2020

AN ORDINANCE RE-AUTHORIZING VARIOUS BOARDS AND COMMISSIONS FOR THREE YEARS

WHEREAS, in November, 2001, Greeley voters approved an amendment to the Home Rule Charter, in Section 2-8 Appointive Boards and Commissions, to require that City Council review its advisory groups every three years to determine whether the board or commission continues to serve the purpose for which it was created and decide whether or not to authorize its continuance; and

WHEREAS, Ordinance No. 59, 2002, was adopted by City Council October 15, 2002, to implement this Charter amendment and thereby created a triennial review schedule for appointive boards and commissions; and

WHEREAS, City Council is prepared to re-authorize these appointive groups for a three-year period.

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

Section 1. The following groups are hereby re-authorized for a period of three years from January 1, 2021, to expire December 31, 2023:

- 1) Human Relations Commission
- 2) Museum Board
- 3) Parks & Recreation Advisory Board
- 4) Judicial Review Board

Section 2. This ordinance shall become effective five days after its final publication as provided by the Greeley City Charter.

PASSED AND ADOPTED, SIGNED AND APPROVED, THIS 15TH DAY OF DECEMBER, 2020.

ATTEST:

CITY OF GREELEY, COLORADO

City Clerk

Mayor

Council Agenda Summary

December 1, 2020

Agenda Item Number 16

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

Title:

Introduction and first reading of an ordinance authorizing the City of Greeley to enter into an Intergovernmental Agreement concerning water services for seventeen customers with the City of Evans

Summary:

Currently, the City of Greeley provides potable water to 17 customers that are now in the Evans service area. It is the interest of both Greeley and Evans to transfer these customers to Evans in exchange for raw water dedication in the amount of 8 units of CBT and 0.5 shares of GLIC to Evans. This will provide large cost and staff time savings to Greeley by no longer needing to repair and maintain the aging infrastructure associated with the delivery of water to these customers. The Water and Sewer Board recommended City Council approval at their November 18, 2020 Board meeting.

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?	
If yes, does this grant require a match?	
Is this grant onetime or ongoing?	
Additional Comments:	Presentation and IGA detail the raw water dedication that is intended to transfer to Evans along with the transfer of perpetual obligation to provide water service. The permanent transfer of assets is off set by the elimination of an annual transfer that has been required for these unique customers.

Legal Issues:

None

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. 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 December 15th.

Attachments:

Ordinance
Exhibit A
PowerPoint

CITY OF GREELEY, COLORADO
ORDINANCE NO. _____, 2020

AN ORDINANCE OF THE CITY OF GREELEY AUTHORIZING THE CITY TO ENTER
INTO AN INTERGOVERNMENTAL AGREEMENT CONCERNING WATER SERVICES
FOR SEVENTEEN CUSTOMERS WITH THE CITY OF EVANS.

WHEREAS, pursuant to C.R.S. § 29-1-203, governmental entities may cooperate or contract with one another to provide any function, service, or facility lawfully authorized to each of the following cooperating units of government; and

WHEREAS, in accordance with Greeley Municipal Code § 2.07.040, the City of Greeley (“Greeley”) has the authority to enter into cooperative or joint activities with other governmental bodies by intergovernmental agreement; and

WHEREAS, Greeley and Evans entered into that certain intergovernmental agreement dated April 21, 1998 (“1998 Treated Water Service IGA”), which set the terms and conditions by which the parties entered into a long term contract for Greeley’s treatment of Evans’ raw water and delivery of treated water; and

WHEREAS, Greeley and Evans entered into that certain intergovernmental agreement dated October 1, 2002 (“2002 Sewer Service IGA”), which set the terms and conditions by which Evans provides wastewater treatment services to certain customers within the territorial bounds of Greeley, inside of the Ashcroft Draw drainage basin; and

WHEREAS, Greeley and Evans are not hereby amending the 1998 Treated Water Service IGA, nor the 2002 Sewer Service IGA; and

WHEREAS, the seventeen (17) specific water customers identified by street address below (“Seventeen Customers”), reside within the boundaries of Evans, but are currently listed as Greeley potable water service customers; and

WHEREAS, Greeley currently provides potable water service to five (5) of the Seventeen Customers and Evans currently provides potable water service to twelve (12) of the Seventeen Customers; and

WHEREAS, Evans is undertaking a road-widening project along 47th Avenue, which may impact water transmission infrastructure used to service some of the Seventeen Customers; and

WHEREAS, Greeley desires to transfer the Seventeen Customers to Evans and disconnect the Seventeen Customers from its own potable water distribution infrastructure; and

WHEREAS, Evans desires to accept the Seventeen Customers and connect them to its own distribution infrastructure, and requires the dedication of raw water to support the increased potable water demand generated by the Seventeen Customers; and

WHEREAS, the Parties desire to enter into an agreement (“2020 Greeley-Evans Customer Transfer IGA”) whereby Evans will accept the Seventeen Customers, along with the water distribution infrastructure used to service them, and in exchange, and in satisfaction of Evans’ raw water requirements, Greeley will transfer to Evans eight (8) Colorado Big Thompson (CBT) Units and a one-half (.5) Greeley & Loveland Irrigation Company (GLIC) Share for the purpose of servicing the Seventeen Customers, along with the right to claim dry-up acreage over four and four-tenths (4.4) acres of land within the GLIC system; and

WHEREAS, Greeley and Evans have reduced their understandings, and the terms and conditions of the 2020 Greeley-Evans Customer Transfer IGA, to writing; and

WHEREAS, pursuant to Greeley Municipal Code § 2.07.040, the 2020 Greeley-Evans Customer Transfer IGA must be approved by City Council ordinance; and

WHEREAS, pursuant to Greeley Municipal Code § 2.07.020(b), the 2020 Greeley-Evans Customer Transfer IGA must be signed by the Mayor and attested by the City Clerk; and

WHEREAS, it is in the best interest of the citizens of Greeley for the parties to enter into the 2020 Greeley-Evans Customer Transfer IGA.

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

Section 1. The City Council hereby approves the 2020 Greeley-Evans Customer Transfer IGA, attached hereto and incorporated herein as Exhibit A, and authorizes the appropriate City officials to execute the same.

Section 2. The City Council hereby delegates authority to Water & Sewer staff and City Attorney’s Office staff to enter into minor amendments to the 2020 Greeley-Evans Customer Transfer IGA after execution, provided the material substance remains unchanged, and authorizes staff to perform all terms and conditions contemplated by the 2020 Greeley-Evans Customer Transfer IGA upon its final execution.

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

PASSED AND ADOPTED, SIGNED AND APPROVED THIS ____ DAY OF _____, 2020.

THE CITY OF GREELEY, COLORADO

Attest:

By: _____
Mayor

By: _____
City Clerk

EXHIBIT A TO
AN ORDINANCE OF THE CITY OF GREELEY AUTHORIZING THE CITY TO ENTER
INTO AN INTERGOVERNMENTAL AGREEMENT CONCERNING WATER SERVICES
FOR SEVENTEEN CUSTOMERS WITH THE CITY OF EVANS.

**INTERGOVERNMENTAL AGREEMENT CONCERNING WATER SERVICES FOR
SEVENTEEN CUSTOMERS**

**BETWEEN THE CITY OF GREELEY, COLORADO
AND THE CITY OF EVANS, COLORADO**

THIS INTERGOVERNMENTAL AGREEMENT CONCERNING WATER SERVICES (“Agreement”) is made and entered into this_ day of_, 2020, by and between the City of Greeley, Colorado, a home rule municipality (“Greeley”), and the City of Evans, Colorado, a home rule municipality (“Evans”). Greeley and Evans are collectively referred to as the Parties.

Recitals

WHEREAS, pursuant to C.R.S. § 29-1-203, governments may cooperate or contract with one another to provide any function, service or facility lawfully authorized to be provided by each of the cooperating or contracting units of government; and,

WHEREAS, Greeley and Evans entered into that certain intergovernmental agreement dated April 21, 1998 (“1998 Treated Water Service IGA”), which set the terms and conditions by which the parties entered into a long term contract for Greeley’s treatment of Evans’ raw water and delivery of treated water.

WHEREAS, by this Agreement, Greeley and Evans are not amending the 1998 Treated Water Service IGA; and,

WHEREAS, Greeley and Evans entered into that certain intergovernmental agreement dated October 1, 2002 (“2002 Sewer Service IGA”), which set the terms and conditions by which Evans provides wastewater treatment services to certain customers within the territorial bounds of Greeley, inside of the Ashcroft Draw drainage basin; and,

WHEREAS, by this Agreement, Greeley and Evans are not amending the 2002 Sewer Service IGA; and,

WHEREAS, the seventeen (17) specific water customers identified by street address below (“Seventeen Customers”), reside within the boundaries of Evans, but are currently listed as Greeley potable water service customers; and,

WHEREAS, Greeley currently provides potable water service to five (5) of the Seventeen Customers; and,

WHEREAS, Evans currently provides potable water service to twelve (12) of the Seventeen Customers; and,

WHEREAS, Evans is undertaking a road-widening project along 47th Avenue, which may impact water transmission infrastructure used to service some of the Seventeen Customers; and,

WHEREAS, Greeley desires to transfer the Seventeen Customers to Evans and disconnect the Seventeen Customers from its own potable water distribution infrastructure; and,

WHEREAS, Evans desires to accept the Seventeen Customers and connect them to its own distribution infrastructure, and requires the dedication of raw water to support the increased potable water demand generated by the Seventeen Customers; and,

WHEREAS, the Parties desire to enter into an agreement whereby Evans will accept the Seventeen Customers, along with the water distribution infrastructure used to service them, and in exchange, and in satisfaction of Evans' raw water requirements, Greeley will transfer to Evans eight (8) Colorado Big Thompson (CBT) Units and a one-half (.5) Greeley & Loveland Irrigation Company (GLIC) Share for the purpose of servicing the Seventeen Customers, along with the right to claim dry-up acreage over four and four-tenths (4.4) acres of land within the GLIC system; and,

THEREFORE, to effectuate the foregoing, the Parties desire to enter into this Agreement.

Agreement

NOW, THEREFORE, in consideration of the mutual agreements, covenants, promises, representations, and warranties hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Recitals.** The Recitals are incorporated into the Agreement as if fully set forth herein.
2. **Transfer of Water Customers.** Upon the successful transfer of 8 CBT Units, One-Half GLIC Share (defined below), and 4.4 Acre Dry-Up Interest (defined below), Evans hereby agrees to accept the transfer of the Seventeen Customers and assume responsibility for providing potable water service to the Seventeen Customers identified by the property addresses as follows:

1. 3636 37th Street
2. 4350 37th Street
3. 3710 37th Street
4. 4355 37th Street
5. 3920 37th Street
6. 4367 37th Street
7. 3600 49th Street
8. 3630 49th Street
9. 3610 49th Street
10. 3631 49th Street
11. 3620 49th Street
12. 3750 54th Street Road
13. 3215 47th Avenue
14. 3220 47th Ave.
15. 3230 47th Ave.
16. 3240 47th Ave.
17. 3435 47th Ave.

Simultaneously, Evans shall also connect the Seventeen Customers to its potable water distribution and metering infrastructure ("Infrastructure"), and Greeley shall abandon its potable water distribution and metering infrastructure, described in Exhibit A. Upon the transfer of said Seventeen Customers to Evans, Greeley's legal obligations to

comply with state and federal drinking water standards, including 42 U.S.C. §§ 300f-300j27, C.R.S. § 25-1.5-202 *et seq.*, and 5 C.C.R. § 1002-11 *et seq.*, and all other legal obligations related to the provision of potable water, and Evans shall assume the same. Greeley and Evans shall coordinate in good faith to minimize any interruption in service to the Seventeen Customers, and to ensure that Evans' potable water infrastructure is fully connected and operational with respect to the Seventeen Customers by the date of Closing described in Section 4 below

3. **Water Exchange.** As consideration for Evans's agreement to provide water service to the Seventeen Customers, and to provide a viable water supply to Evans to satisfy such obligation, Greeley agrees to convey to Evans water interests, free and clear of liens or encumbrances, as follows:

- a. Eight (8) Colorado Big Thompson (CBT) Units; and,
- b. A one-half (.5) GLIC share of the 16 shares included in GLIC Certificate No. 3124 ("One-Half GLIC Share") and corresponding conveyance of a right to claim the benefits of 4.4 acres of dry-up ("4.4 Acre Dry-Up Interest") from a dry-up covenant burdening land within the GLIC system, which shall be a portion of the Restrictive "Dry Up" Covenant recorded with the Weld County Clerk and Recorded on July 2, 2002 (Reception No. 2966329). The Parties agree the identification of said 4.4 acres is for the purposes of allocating dry-up acreage and not for identifying the location of historically irrigated acreage.

Greeley makes no representations nor guarantees concerning the yield of the CBT Units, nor One-Half GLIC Share. Greeley makes no representations nor guarantees concerning the condition or suitability of the Infrastructure.

4. **Obligations at Closing.** The date of Closing, at or before which the transfer of the Seventeen Customers, 8 CBT Units, One-Half GLIC Share, and 4.4 Acre Dry-Up Interest shall occur, shall be ninety (90) days after mutual execution of this Agreement, or such other date and time as agreed upon by the Parties. At or before Closing:
- a. Evans shall have connected the Seventeen Customers to its potable water distribution system, and Greeley shall have disconnected the same and abandoned those portions of its potable water distribution system specific to the delivery of potable water to the Seventeen Customers.
 - b. Greeley shall deliver, cause to be delivered, or cooperate in the delivery to Evans the following documents, in a form acceptable to both Parties, duly executed and acknowledged where appropriate:
 - i. Special Warranty Deed conveying title to the One-Half GLIC Share to Evans;

- ii. Stock Assignment Letter for the One-Half GLIC Share, Greeley shall also undertake any act required by GLIC, including surrendering the original stock Certificate No. 3124 to GLIC, to effectuate the transfer;
 - iii. Order from the Northern Colorado Water Conservancy District transferring the allotment contract interest in 8 CBT Units to Evans;
 - iv. Assignment of the 4.4 Acre Dry-Up Interest to Evans;
 - v. Any other documents contemplated under Section 7 of this Agreement; and
 - c. Evans shall deliver, cause to be delivered, or cooperate in the delivery to Greeley the following documents, in a form acceptable to both Parties, duly executed and acknowledged where appropriate:
 - i. Acknowledgement of Transfer of Customers for the Seventeen Customers;
 - ii. Order from the Northern Colorado Water Conservancy District decreasing an allotment contract held by Greeley by 8 CBT Units, or a reissuance of an allotment contract held by Greeley accomplishing the same; and
 - iii. Any other documents contemplated under Section 7 of this Agreement.
5. **Notice.** Greeley and Evans shall give any notice to one another, required under this Agreement using the contact information listed below. Such notice is adequate if (a) hand-delivered or (b) provided by certified mail, return receipt requested; or (c) on the date and at the time shown on the electronic mail (email) if emailed, with no undeliverable notice received within two (2) days. Greeley and Evans shall promptly notify the other party if the appropriate contact information for notice changes.

For the City of Greeley: City of Greeley Water and Sewer Department
 Attn: Director of Water and Sewer
 1001 11th Avenue, Second Floor
 Sean.Chambers@greeleygov.com
 Greeley, Colorado 80631

With copy to: City of Greeley City Attorney's Office
 Attn: Environmental and Water Resources
 1100 10th Street, Suite 401
 Aaron.goldman@greeleygov.com
 Greeley, Colorado 80631

For the City of Evans: City of Evans Public Works Department
 Attn: Assistant City Manager
 1100 37th Street

Evans, Colorado 80620

With copies to: Evans City Attorney
Attn: Scotty P. Krob
8400 E. Prentice Ave, Penthouse
Greenwood Village, CO 80111

6. **Effective Date.** This Agreement shall be effective on the date that it is executed by the authorized signatory.
7. **Additional Documents or Action.** The Parties agree to cooperate in drafting and executing any additional documents and taking any additional action reasonably necessary to carry out the terms of this Agreement, including but not limited to executing required documentation for conveyance of water interests; notification by Greeley and Evans to the Seventeen Customers of a transfer of service to Evans; Evans's inclusion of the Seventeen Customers into Evans's database of water service customers; installation, where necessary, of water meters by Evans.
8. **Liability.** Greeley and Evans are public entities, as that term is defined pursuant to the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq. Nothing in this Agreement should be construed to limit or alter the benefits and responsibilities to which either Greeley or Evans is entitled pursuant to the Colorado Governmental Immunity Act. Greeley and Evans respectively shall defend any and all claims for injuries or damages, in accordance with the requirements and limitations of the Colorado Governmental Immunity Act, that occur as a result of the negligent or intentional acts or omissions of their own officers, agents, employees, contractors, or assigns in connection with the performance of this Agreement. Greeley and Evans respectively shall be responsible for all liability for injuries or damages caused by any negligent acts or omissions of their own officers, employees, agents, contractors, and assignees in connection with the performance of this Agreement. Greeley and Evans respectively shall provide adequate workmen's compensation insurance for all its own employees, agents and assigns engaged in activities and functions upon the property of the other party. Upon request from the other party, Greeley and Evans shall each furnish to the other current certificates of insurance stating that the coverages outlined above are in full force and effect.
9. **Default and Termination; Waiver.** In the event either Greeley or Evans fails to comply with the terms and conditions of this Agreement, such failure constitutes a default of this Agreement and the non-defaulting party may give notice of the perceived default. The defaulting party is then entitled to a period of fourteen (14) days from receipt of the notice within which to cure the default. Upon the cure of any such default during this period, this Agreement remains in full force and effect. If any declared default remains uncured after the fourteen-day cure period described above, or after any extension of the cure period mutually agreed to by the parties, the non-defaulting party may terminate this Agreement upon notice to the other party. The failure of either

Greeley or Evans to declare a default does not establish a precedent nor constitute an implied waiver of any subsequent breach of the terms and conditions in this Agreement. Any such waiver of breach must be made explicitly in writing.

10. **Jurisdiction and Venue.** This Agreement shall be governed by and enforced in accordance with the laws of the State of Colorado. Proper venue for any dispute arising out of this Agreement is the Weld County District Court.
11. **Third Party Beneficiaries.** The terms and conditions of this Agreement, and all rights of action related thereto, are strictly reserved to Greeley and Evans. Nothing in this Agreement should be construed to allow any claim, right, or cause of action by any person or entity not a party to this Agreement. Any person or entity other than Greeley or Evans that receives a service or benefit under this Agreement is an incidental beneficiary only.
12. **Counterparts.** The parties may execute this Agreement in counterparts, each of which and the combination of which when signed by both Greeley and Evans may be deemed original and together constitute a single contract.
13. **No Integrated System.** No term or condition of this Agreement or any Exhibits thereto shall be interpreted as creating an "integrated system" within the meaning of the Colorado Primary Drinking Water Regulations, 5 C.C.R. § 1002-11. This Agreement shall not be interpreted as creating an "integrated system" as that term is used in C.R.S. § 37-92-301(4)(b).
14. **No Public Utilities Commission Control.** Each Party agrees that it shall not assert nor support any statement, policy, petition, rulemaking, or legislation that would attempt to subject Evans or Greeley to the rate-making authority or jurisdiction of the Colorado Public Utilities Commission.
15. **Severability and Waiver.** If any term or condition of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or condition of this Agreement or invalidate or render unenforceable such term or condition in any other jurisdiction. Any single failure to exercise or partial exercise of any right, remedy, power, or privilege under this Agreement shall not preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.
16. **Assignment.** No Party, without the prior written consent of the other Party, may assign, transfer, or delegate any or all of its rights or obligations under this Agreement. No assignment will relieve the assigning Party of any of its obligations hereunder. Any attempted assignment, transfer, or other conveyance in violation of the foregoing will be null and void. This Agreement will be binding upon and will inure to the benefit of the Parties and their respective successors and permitted assigns.

17. **Survival.** In addition to any right or obligation of the Parties in this Agreement which, by its nature, should survive termination of this Agreement, the following Sections shall also so survive: 5, 8, 9, 10, 11, 13, 14, 15, 16, and this Section 17.

IN WITNESS WHEREOF, the City of Greeley and the City of Evans have authorized and executed this Intergovernmental Agreement Concerning Water Services for Seventeen Customers on the date set forth above.

THE CITY OF GREELEY,
a Colorado home rule municipality

By: _____
City Manager

By: _____
Chairman of the Water & Sewer Board

Approved as to Legal Form:

As to Availability of Funds:

By: _____
City Attorney

By: _____
Director of Finance

Attest:

By: _____
Mayor

By: _____
City Clerk

THE CITY OF EVANS
a Colorado home rule municipality

Attest:

By: _____
Mayor

By: _____
City Clerk

Approved as to Substance:

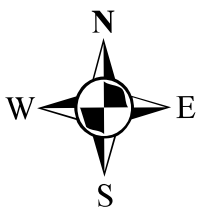
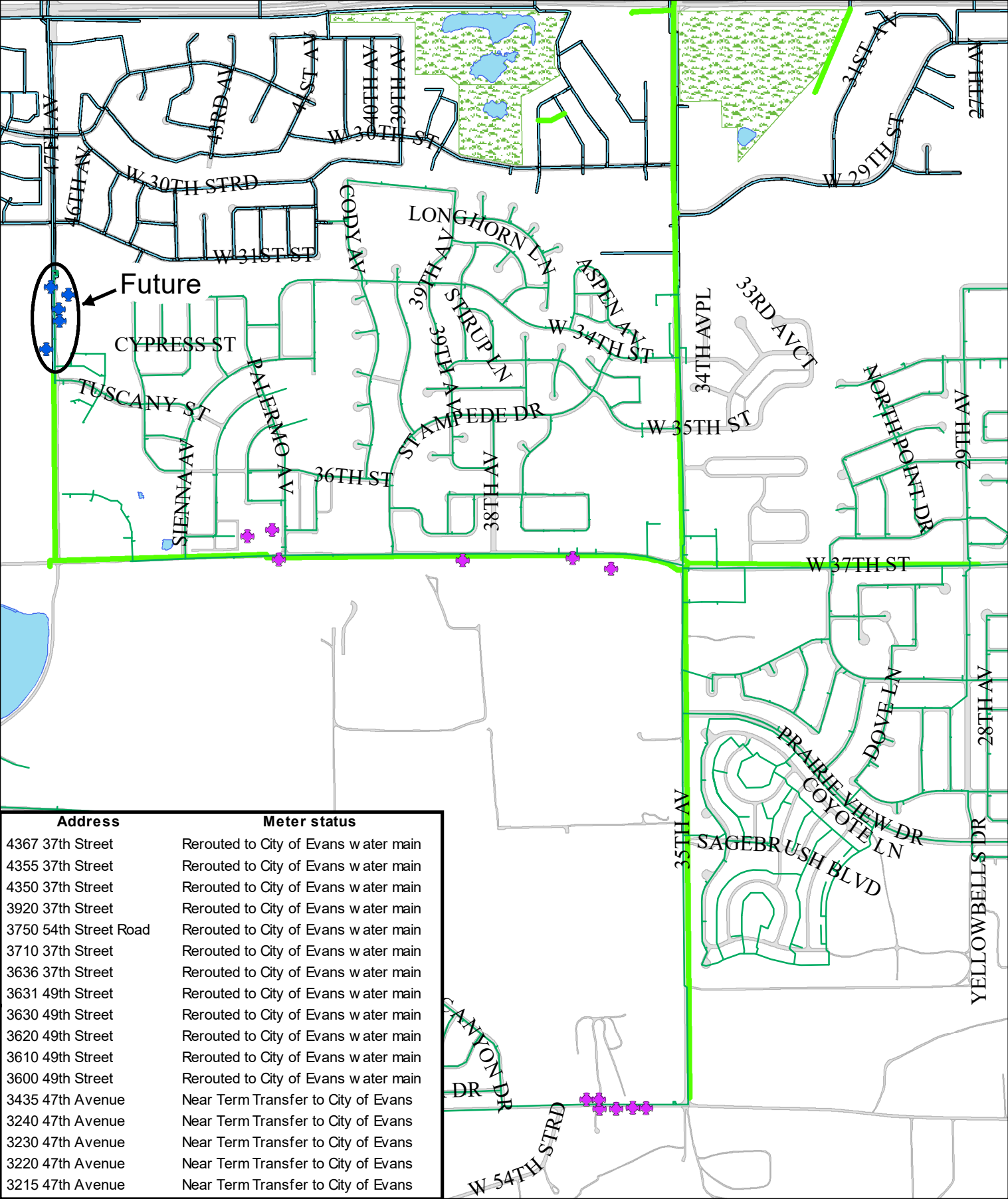
Approved as to Legal Form:

By: _____

By: _____

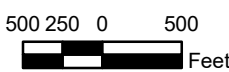
City Manager

City Attorney



Meter Transfers

File: Completed_and_Future_Meter_Transfers_3
 Date: 11/12/2020
 By: Tony Braun



- Legend**
- Future Removal from COG System
 - Removed from COG System
 - Water Lines
 - COG Abandoned Water Mains
 - COG Active Water Mains

Information contained on this document remains the property of the City of Greeley. Copying any portion of this map without the written permission of the City of Greeley is strictly prohibited. This document is not intended to be used for the preparation of construction documents or surveying or navigation purposes.



IGA Transfer of 17 water service customers between cities of Greeley and Evans

Presented to Greeley City Council

By Greeley Water & Sewer Dept.

December 1, 2020
&
December 15, 2020

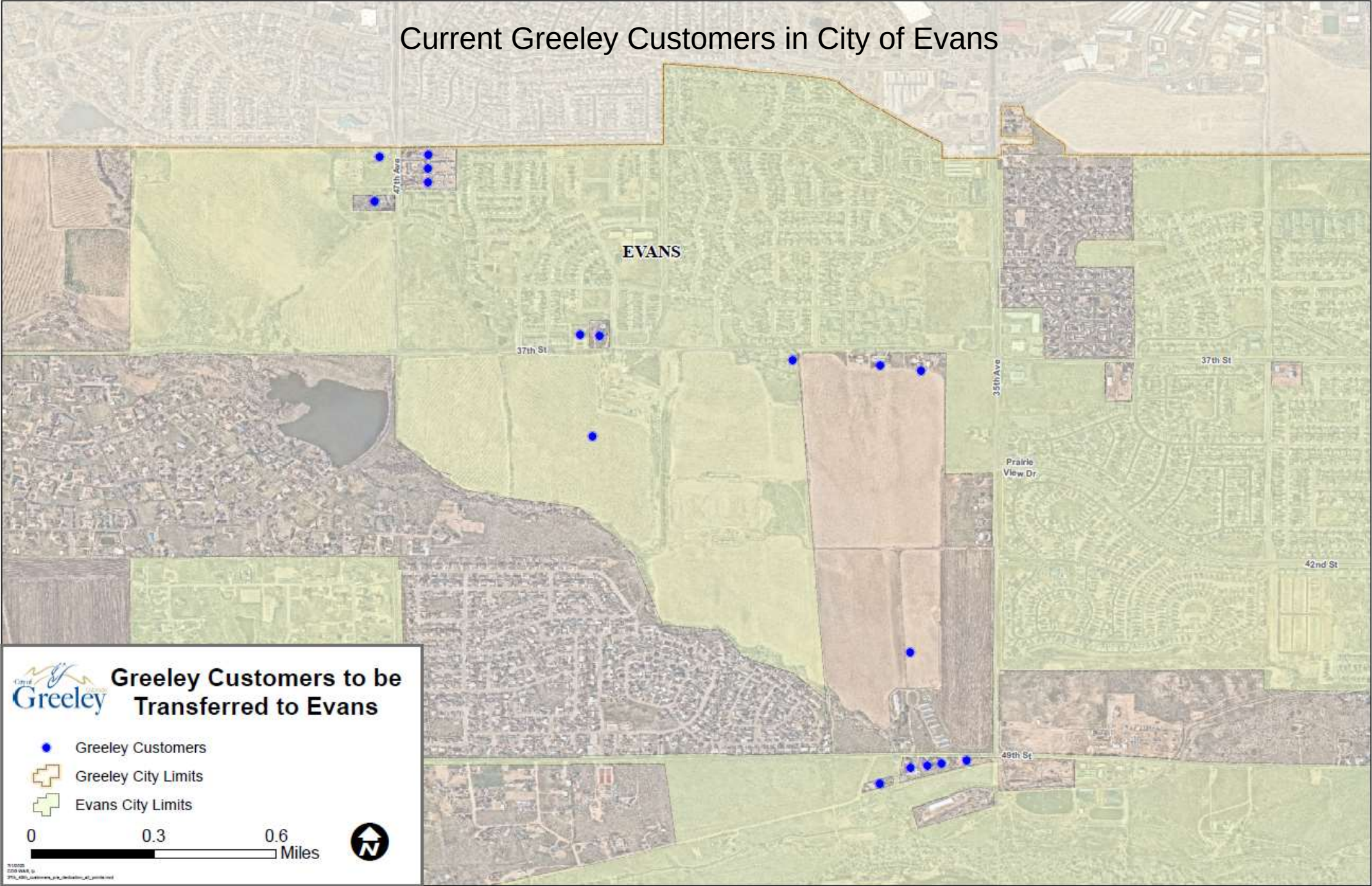


Background and History

- 17 customers were issued Greeley taps in the 1960's through 1990
 - 37th Street, 49th Street, and 47th Avenue
 - At the time the customers were closer to Greeley's service area than Evans
- These customers are now within Evans service area
 - 5 of the 17 customers are connected to Greeley's system
 - 12 customers are currently being provided water by Evans
 - No raw water dedication has been provided to Evans
 - Greeley makes an annual transfer of raw water to Evans based upon use



Current Greeley Customers in City of Evans



Background

- Infrastructure to service these customers is aging
- Evans is planning to replace and widen 47th Avenue where 5 of these customers are located
- Cities negotiated an agreement to connect these customers to Evans system while under construction in exchange for raw water dedication
 - Opportunity to transfer 12 other customers
 - Similar situations



Benefit to Greeley

- No longer providing service to customers outside of our service area
- No longer responsible for the maintenance and repair
- If we kept the 47th Avenue customers it would cost \$2,400,000+
 - 20,000' of 8 inch waterline
 - Liability of maintaining and repairing infrastructure under a major roadway



IGA Terms

- Transfer the 17 customers to Evans and permanently disconnect from Greeley's obligation to serve and from our water distribution infrastructure.
- Greeley to provide a raw water dedication of 9.07 acre-feet to Evans for perpetual service of these accounts. Water from two types of right owned by Greeley.
 - 0.5 shares of GLIC (0.5 Share GLIC x \$165,000/share = \$82,500)
 - GLIC = Greeley Loveland Irrigation Company
 - 8 units of C-BT (8 Units CBT @ \$60,000/unit = \$480,000)
 - C-BT = Colorado Big Thompson Project
 - Total Value of Transfer Water = \$562,500.00 value



Recommended Action

Water & Sewer Dept. staff recommends Council approve by Ordinance the IGA with Evans Concerning Water Services for Seventeen Customers

Note: At their November 18, 2020 regular meeting of the Board, the Greeley Water & Sewer Board Approved and Recommended to City Council for Approval the IGA Between City of Greeley and City of Evans Concerning Water Services for Seventeen Customers



Questions



Council Agenda Summary

December 1, 2020

Agenda Item Number 17

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

Title:

Introduction and first reading of an ordinance authorizing the sale of City-owned property consisting of approximately 40.377 acres and located in the East half of Section 16, Township 7 North, Range 66 West of the 6th P.M. in Weld County ("Danielson II Farm")

Summary:

In 2017, the City of Greeley purchased a 40.377-acre farm in Weld County (known as the "Danielson II Farm") along with 1.5 shares of the stock in the Water Supply and Storage Company ("WSSC Water Rights"). Since 2017, the City has leased the Danielson II Farm, along with the WSSC Water Rights, to a tenant farmer in order to maintain the beneficial use of the WSSC Water Rights on the historically irrigated land. In 2020, the City received an offer to purchase the Danielson II Farm. As part of the sale, Greeley would enter into a 10-year primary leaseback of the WSSC Water Rights, which may be extended for up to 5, 1-year terms to the buyer for continued irrigation on the Danielson II Farm.

The Water and Sewer Board authorized the sale at its November 18, 2020 meeting and recommended that City Council authorize the same.

Fiscal Impact:

Does this item create a fiscal impact on the City of Greeley?	Yes
If yes, what is the initial, or, onetime impact?	\$242,000 in revenue
What is the annual impact?	None
What fund of the City will provide Funding?	407 – Water Acquisition Fund
What is the source of revenue within the fund?	Cash-in-Lieu
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:

Section 17-4(c) of the City Charter requires that any sale of real property, including the sale of real property acquired by the Water and Sewer Department with enterprise funds, be approved by City Council. Section 31-15-713(b) of the Colorado Revised Statutes authorizes the City Council to sell and dispose of, by ordinance, any real property that is not being used or held for a governmental purpose.

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 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 introduce the ordinance and schedule the public hearing and final reading for December 15th.

Attachments:

Ordinance
Purchase Contract

CITY OF GREELEY, COLORADO

ORDINANCE NO. _____, 2020

**AN ORDINANCE AUTHORIZING THE SALE OF CITY-OWNED REAL PROPERTY
LOCATED IN THE EAST HALF OF SECTION 16, TOWNSHIP 7 NORTH, RANGE 66
WEST OF THE 6th P.M. IN WELD COUNTY, COLORADO**

WHEREAS, the City of Greeley, acting by and through its Water and Sewer Board, purchased certain real property in October 2017, consisting of approximately 40.377 acres and located in the East half of Section 16, Township 7 North, Range 66 West of the 6th P.M. in Weld County (“Danielson II Farm”), along with one and one-half shares of capital stock in the Water Supply and Storage Company (“WSSC Water Rights”); and

WHEREAS, the City has leased the Danielson II Farm and WSSC Water Rights back to a tenant farmer since their acquisition, in order to sustain the historical use of the water rights on the farm; and

WHEREAS, the City recently received an offer to purchase the Danielson II Farm, which offer was determined to be fair market value for the property; and

WHEREAS, in conjunction with the anticipated sale of the Danielson II Farm, the City may lease certain of the WSSC Water Rights back to the prospective purchaser for continued use on the property, until such water rights are needed for municipal purposes; and

WHEREAS, the City of Greeley Water and Sewer Board authorized the anticipated sale of the Danielson II Farm at its November 18, 2020 regular board meeting, and recommended that the City Council authorize the same; and

WHEREAS, Section 17-4(c) of the City Charter requires that any sale of real property, including the sale of real property acquired by the Water and Sewer Department with enterprise funds, be approved by City Council; and

WHEREAS, Section 31-15-713(b) of the Colorado Revised Statutes authorizes the City Council to sell and dispose of, by ordinance, any real property that is not being used or held for a governmental purpose.

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

Section 1. The City Council determines that the 40.377 acres, more or less, commonly known as the Danielson II Farm, is not being used nor held for a governmental purpose, and that the Danielson II Farm is surplus property unnecessary to retain for any governmental purpose.

Section 2. The City Council authorizes the sale of the Danielson II Farm, in accordance with the terms and conditions of the CONTRACT TO BUY AND SELL REAL ESTATE (LAND), attached hereto and incorporated herein as Exhibit A (“Purchase Contract”).

Section 3. The City Council authorizes the Director of the Water and Sewer Department, or his designee, to make minor amendments to the Purchase Contract documents, including, but not limited to, corrections to property descriptions and contract extensions, and to undertake all necessary action to close on the divestment.

Section 4. Upon the satisfaction of all Purchase Contract terms, including any amendments thereto, the City Council authorizes the Mayor to execute a deed conveying the Danielson II Farm to the anticipated purchaser.

Section 5. This ordinance shall take effect immediately after its final publication.

PASSED AND ADOPTED, SIGNED AND APPROVED, THIS ____ DAY OF DECEMBER 2020.

ATTEST:

THE CITY OF GREELEY

City Clerk

Mayor

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission.
(CBS4-5-19) (Mandatory 7-19)

THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR
OTHER COUNSEL BEFORE SIGNING.

CONTRACT TO BUY AND SELL REAL ESTATE
(LAND)
(☒ Property with No Residences)
(☐ Property with Residences-Residential Addendum Attached)

Date: _____

AGREEMENT

1. AGREEMENT. Buyer agrees to buy and Seller agrees to sell the Property described below on the terms and conditions set forth in this contract (Contract).

2. PARTIES AND PROPERTY.

2.1. Buyer. Kindred Properties, LLC, a Colorado limited liability company (Buyer) will take title to the Property described below as ☐ ~~Joint Tenants~~ ☐ ~~Tenants In Common~~ ☐ ~~Other~~ _____.

2.2. No Assignability. This Contract IS NOT assignable by Buyer unless otherwise specified in **Additional Provisions**.

2.3. Seller. The City of Greeley, a Colorado home rule municipal corporation (Seller) is the current owner of the Property described below.

2.4. Property. The Property is the following legally described real estate in the County of Weld, Colorado:
Lot B, Recorded Exemption No. 0707-16-1 RECX17-0100, according to the map recorded August 31, 2017 at Reception No. 4331717, being a part of the East 1/2 of Section 16, Township 7 North, Range 66 West of the 6th P.M.; also known as Parcel No. 070716100006 and consisting of approximately 40.377 acres, more or less.

~~known as No. N/A~~
~~Street Address~~ ~~City~~ ~~State~~ ~~Zip~~

together with the interests, easements, rights, benefits, improvements and attached fixtures appurtenant thereto and all interest of Seller in vacated streets and alleys adjacent thereto, except as herein excluded (Property).

2.5. Inclusions. The Purchase Price includes the following items (Inclusions):

2.5.1. Inclusions. The following items, whether fixtures or personal property, are included in the Purchase Price unless excluded under **Exclusions**:
None.

If any additional items are attached to the Property after the date of this Contract, such additional items are also included in the Purchase Price.

~~**2.5.2. Personal Property - Conveyance.** Any personal property must be conveyed at Closing by Seller free and clear of all taxes (except personal property taxes for the year of Closing), liens and encumbrances, except N/A. Conveyance of all personal property will be by bill of sale or other applicable legal instrument.~~

2.6. Exclusions. The following items are excluded (Exclusions):

2.6.1 - All rights, title, and interest of the Seller in and to any water and water rights, ditches and ditch rights, reservoirs and reservoir rights, and lateral rights associated with the Property, including, but not limited to, those rights represented by shares of stock in The Water Supply and Storage Company.

2.6.2 - Any equipment or personal property located on the Property that belongs to the tenant (Leland Lebsack) occupying the Property at the time this Contract is executed.

~~**2.7. Water Rights, Well Rights, Water and Sewer Taps.**~~

☐ ~~**2.7.1. Deeded Water Rights.** The following legally described water rights:~~

N/A

~~Any deeded water rights will be conveyed by a good and sufficient _____ deed at Closing.~~

☐ **2.7.2. Other Rights Relating to Water.** The following rights relating to water not included in §§ 2.7.1, 2.7.3, 2.7.4 and 2.7.5, will be transferred to Buyer at Closing:

N/A

☐ **2.7.3. Well Rights.** Seller agrees to supply required information to Buyer about the well. Buyer understands that if the well to be transferred is a "Small Capacity Well" or a "Domestic Exempt Water Well" used for ordinary household purposes, Buyer must, prior to or at Closing, complete a Change in Ownership form for the well. If an existing well has not been registered with the Colorado Division of Water Resources in the Department of Natural Resources (Division), Buyer must complete a registration of existing well form for the well and pay the cost of registration. If no person will be providing a closing service in connection with the transaction, Buyer must file the form with the Division within sixty days after Closing. The Well Permit # is _____.

☐ **2.7.4. Water Stock Certificates.** The water stock certificates to be transferred at Closing are as follows:

N/A

2.7.5. Water and Sewer Taps. The parties agree that water and sewer taps listed below for the Property are being conveyed as part of the Purchase Price as follows:

N/A

If any water or sewer taps are included in the sale, Buyer is advised to obtain, from the provider, written confirmation of the amount remaining to be paid, if any, time and other restrictions for transfer and use of the taps.

2.7.6. Conveyance. If Buyer is to receive any rights to water pursuant to § 2.7.2 (Other Rights Relating to Water), § 2.7.3 (Well Rights), § 2.7.4 (Water Stock Certificates), or § 2.7.5 (Water and Sewer Taps), Seller agrees to convey such rights to Buyer by executing the applicable legal instrument at Closing.

2.8. Growing Crops. With respect to growing crops, Seller and Buyer agree as follows:

N/A

3. DATES, DEADLINES AND APPLICABILITY.

3.1. Dates and Deadlines.

Item No.	Reference	Event	Date or Deadline
1	§ 4.3	Alternative Earnest Money Deadline	November 25, 2020
		Title	
2	§ 8.1, 8.4	Record Title Deadline	December 11, 2020
3	§ 8.2, 8.4	Record Title Objection Deadline	December 18, 2020
4	§ 8.3	Off-Record Title Deadline	December 11, 2020
5	§ 8.3	Off-Record Title Objection Deadline	December 18, 2020
6	§ 8.5	Title Resolution Deadline	January 8, 2021
7	§ 8.6	Right of First Refusal Deadline	N/A
		Owners' Association	
8	§ 7.2	Association Documents Deadline	N/A
9	§ 7.4	Association Documents Termination Deadline	N/A
		Seller's Disclosures	
10	§ 10.1	Seller's Property Disclosure Deadline	December 11, 2020
11	§ 10.10	Lead-Based Paint Disclosure Deadline (if Residential Addendum attached)	N/A
		Loan and Credit	
12	§ 5.1	New Loan Application Deadline	N/A
13	§ 5.2	New Loan Termination Deadline	N/A
14	§ 5.3	Buyer's Credit Information Deadline	N/A
15	§ 5.3	Disapproval of Buyer's Credit Information Deadline	N/A
16	§ 5.4	Existing Loan Deadline	N/A
17	§ 5.4	Existing Loan Termination Deadline	N/A

18	§ 5.4	Loan Transfer Approval Deadline	N/A
19	§ 4.7	Seller or Private Financing Deadline	N/A
		Appraisal	
20	§ 6.2	Appraisal Deadline	N/A
21	§ 6.2	Appraisal Objection Deadline	N/A
22	§ 6.2	Appraisal Resolution Deadline	N/A
		Survey	
23	§ 9.1	New ILC or New Survey Deadline	N/A
24	§ 9.3	New ILC or New Survey Objection Deadline	N/A
25	§ 9.3	New ILC or New Survey Resolution Deadline	N/A
		Inspection and Due Diligence	
26	§ 10.3	Inspection Objection Deadline	December 18, 2020
27	§ 10.3	Inspection Termination Deadline	January 8, 2021
28	§ 10.3	Inspection Resolution Deadline	January 15, 2021
29	§ 10.5	Property Insurance Termination Deadline	January 8, 2021
30	§ 10.6	Due Diligence Documents Delivery Deadline	December 11, 2020
31	§ 10.6	Due Diligence Documents Objection Deadline	December 18, 2020
32	§ 10.6	Due Diligence Documents Resolution Deadline	January 8, 2021
33	§ 10.6	Environmental Inspection Termination Deadline	January 8, 2021
34	§ 10.6	ADA Evaluation Termination Deadline	January 8, 2021
35	§ 10.7	Conditional Sale Deadline	N/A
36	§ 10.10	Lead-Based Paint Termination Deadline (if Residential Addendum attached)	N/A
37	§ 11.1, 11.2	Estoppel Statements Deadline	N/A
38	§ 11.3	Estoppel Statements Termination Deadline	N/A
		Closing and Possession	
39	§ 12.3	Closing Date	January 29, 2021 or by mutual agreement
40	§ 17	Possession Date	Closing Date
41	§ 17	Possession Time	5:00 p.m.
42	§ 28	Acceptance Deadline Date	N/A
43	§ 28	Acceptance Deadline Time	N/A

85 **3.2. Applicability of Terms.** Any box checked in this Contract means the corresponding provision applies. If any deadline
86 blank in § 3.1 (Dates and Deadlines) is left blank or completed with the abbreviation “N/A”, or the word “Deleted,” such deadline
87 is not applicable and the corresponding provision containing the deadline is deleted. If no box is checked in a provision that contains
88 a selection of “None”, such provision means that “None” applies.

89 The abbreviation “MEC” (mutual execution of this Contract) means the date upon which both parties have signed this Contract.

90 **4. PURCHASE PRICE AND TERMS.**

91 **4.1. Price and Terms.** The Purchase Price set forth below is payable in U.S. Dollars by Buyer as follows:

Item No.	Reference	Item	Amount	Amount
1	§ 4.1	Purchase Price	\$ 242,000.00	
2	§ 4.3	Earnest Money		\$ 10,000.00
3	§ 4.5	New Loan		\$
4	§ 4.6	Assumption Balance		\$
5	§ 4.7	Private Financing		\$
6	§ 4.7	Seller Financing		\$
7				
8				
9	§ 4.4	Cash at Closing		\$ 232,000.00
10		TOTAL	\$ 242,000.00	\$ 242,000.00

92 **4.2. Seller Concession.** At Closing, Seller will credit to Buyer \$_____ (Seller Concession). The Seller
93 Concession may be used for any Buyer fee, cost, charge or expenditure to the extent the amount is allowed by the Buyer's lender
94 and is included in the Closing Statement or Closing Disclosure at Closing. Examples of allowable items to be paid for by the Seller

~~Concession include, but are not limited to: Buyer's closing costs, loan discount points, loan origination fees, prepaid items and any other fee, cost, charge, expense or expenditure. Seller Concession is in addition to any sum Seller has agreed to pay or credit Buyer elsewhere in this Contract.~~

4.3. Earnest Money. The Earnest Money set forth in this Section, in the form of a cashier's check or wire transfer, will be payable to and held by Land Title Guarantee Company (4617 W 20th Street, Unit B, Greeley, CO 80634) (Earnest Money Holder), in its trust account, on behalf of both Seller and Buyer. The Earnest Money deposit must be tendered, by Buyer, with this Contract unless the parties mutually agree to an **Alternative Earnest Money Deadline** for its payment. The parties authorize delivery of the Earnest Money deposit to the company conducting the Closing (Closing Company), if any, at or before Closing. In the event Earnest Money Holder has agreed to have interest on Earnest Money deposits transferred to a fund established for the purpose of providing affordable housing to Colorado residents, Seller and Buyer acknowledge and agree that any interest accruing on the Earnest Money deposited with the Earnest Money Holder in this transaction will be transferred to such fund.

4.3.1. Alternative Earnest Money Deadline. The deadline for delivering the Earnest Money, if other than at the time of tender of this Contract, is as set forth as the **Alternative Earnest Money Deadline**.

4.3.2. Return of Earnest Money. If Buyer has a Right to Terminate and timely terminates, Buyer is entitled to the return of Earnest Money as provided in this Contract. If this Contract is terminated as set forth in § 25 and, except as provided in § 24 (Earnest Money Dispute), if the Earnest Money has not already been returned following receipt of a Notice to Terminate, Seller agrees to execute and return to Buyer or Broker working with Buyer, written mutual instructions (e.g., Earnest Money Release form), within three days of Seller's receipt of such form.

4.4. Form of Funds; Time of Payment; Available Funds.

4.4.1. Good Funds. All amounts payable by the parties at Closing, including any loan proceeds, Cash at Closing and closing costs, must be in funds that comply with all applicable Colorado laws, including electronic transfer funds, certified check, savings and loan teller's check and cashier's check (Good Funds).

4.4.2. Time of Payment; Available Funds. All funds, including the Purchase Price to be paid by Buyer, must be paid before or at Closing or as otherwise agreed in writing between the parties to allow disbursement by Closing Company at Closing **OR SUCH NONPAYING PARTY WILL BE IN DEFAULT**. Buyer represents that Buyer, as of the date of this Contract, ☒ **Does** ☐ **Does Not** have funds that are immediately verifiable and available in an amount not less than the amount stated as Cash at Closing in § 4.1.

4.5. New Loan.

~~**4.5.1. Buyer to Pay Loan Costs.** Buyer, except as otherwise permitted in § 4.2 (Seller Concession), if applicable, must timely pay Buyer's loan costs, loan discount points, prepaid items and loan origination fees as required by lender.~~

~~**4.5.2. Buyer May Select Financing.** Buyer may pay in cash or select financing appropriate and acceptable to Buyer, including a different loan than initially sought, except as restricted in § 4.5.3 (Loan Limitations) or § 30 (Additional Provisions).~~

4.5.3. Loan Limitations. Buyer may purchase the Property using any of the following types of loans: ☐ **Conventional** ☐ **Other** _____.

4.6. Assumption. Buyer agrees to assume and pay an existing loan in the approximate amount of the Assumption Balance set forth in § 4.1 (Price and Terms), presently payable at \$ _____ per _____ including principal and interest presently at the rate of _____ % per annum and also including escrow for the following as indicated: ☐ **Real Estate Taxes** ☐ **Property Insurance Premium** and ☐ _____.

Buyer agrees to pay a loan transfer fee not to exceed \$ _____. At the time of assumption, the new interest rate will not exceed _____ % per annum and the new payment will not exceed \$ _____ per _____ principal and interest, plus escrow, if any. If the actual principal balance of the existing loan at Closing is less than the Assumption Balance, which causes the amount of cash required from Buyer at Closing to be increased by more than \$ _____, or if any other terms or provisions of the loan change, Buyer has the Right to Terminate under § 25.1 on or before **Closing Date**.

Seller ☐ **Will** ☐ **Will Not** be released from liability on said loan. If applicable, compliance with the requirements for release from liability will be evidenced by delivery ☐ on or before **Loan Transfer Approval Deadline** ☐ at **Closing** of an appropriate letter of commitment from lender. Any cost payable for release of liability will be paid by _____ in an amount not to exceed \$ _____.

4.7. Seller or Private Financing.

~~**WARNING:** Unless the transaction is exempt, federal and state laws impose licensing, other requirements and restrictions on sellers and private financiers. Contract provisions on financing and financing documents, unless exempt, should be prepared by a licensed Colorado attorney or licensed mortgage loan originator. Brokers should not prepare or advise the parties on the specifics of financing, including whether or not a party is exempt from the law.~~

~~**4.7.1. Seller Financing.** If Buyer is to pay all or any portion of the Purchase Price with Seller financing, ☐ **Buyer** ☐ **Seller** will deliver the proposed Seller financing documents to the other party on or before _____ days before **Seller or Private Financing Deadline**.~~

~~**4.7.1.1. Seller May Terminate.** If Seller is to provide Seller financing, this Contract is conditional upon Seller determining whether such financing is satisfactory to Seller, including its payments, interest rate, terms, conditions, cost and~~

153 compliance with the law. Seller has the Right to Terminate under § 25.1, on or before **Seller or Private Financing Deadline**, if such
154 Seller financing is not satisfactory to Seller, in Seller's sole subjective discretion.

155 **4.7.2. Buyer May Terminate.** If Buyer is to pay all or any portion of the Purchase Price with Seller or private
156 financing, this Contract is conditional upon Buyer determining whether such financing is satisfactory to Buyer, including its
157 availability, payments, interest rate, terms, conditions and cost. Buyer has the Right to Terminate under § 25.1, on or before **Seller**
158 **or Private Financing Deadline**, if such Seller or private financing is not satisfactory to Buyer, in Buyer's sole subjective discretion.

159

TRANSACTION PROVISIONS

160 **5. FINANCING CONDITIONS AND OBLIGATIONS.**

161 **5.1. New Loan Application.** If Buyer is to pay all or part of the Purchase Price by obtaining one or more new loans (New
162 Loan), or if an existing loan is not to be released at Closing, Buyer, if required by such lender, must make an application verifiable
163 by such lender, on or before **New Loan Application Deadline** and exercise reasonable efforts to obtain such loan or approval.

164 **5.2. New Loan Review.** If Buyer is to pay all or part of the Purchase Price with a New Loan, this Contract is conditional
165 upon Buyer determining, in Buyer's sole subjective discretion, whether the New Loan is satisfactory to Buyer, including its
166 availability, payments, interest rate, terms, conditions and cost. This condition is for the sole benefit of Buyer. Buyer has the Right
167 to Terminate under § 25.1, on or before **New Loan Termination Deadline**, if the New Loan is not satisfactory to Buyer, in Buyer's
168 sole subjective discretion. Buyer does not have a Right to Terminate based on the New Loan if the objection is based on the Appraised
169 Value (defined below) or the Lender Requirements (defined below). **IF SELLER IS NOT IN DEFAULT AND DOES NOT**
170 **TIMELY RECEIVE BUYER'S WRITTEN NOTICE TO TERMINATE, BUYER'S EARNEST MONEY WILL BE**
171 **NONREFUNDABLE**, except as otherwise provided in this Contract (e.g., Appraisal, Title, Survey).

172 **5.3. Credit Information.** If an existing loan is not to be released at Closing, this Contract is conditional (for the sole benefit
173 of Seller) upon Seller's approval of Buyer's financial ability and creditworthiness, which approval will be in Seller's sole subjective
174 discretion. Accordingly: (1) Buyer must supply to Seller by **Buyer's Credit Information Deadline**, at Buyer's expense, information
175 and documents (including a current credit report) concerning Buyer's financial, employment and credit condition; (2) Buyer consents
176 that Seller may verify Buyer's financial ability and creditworthiness; and (3) any such information and documents received by Seller
177 must be held by Seller in confidence and not released to others except to protect Seller's interest in this transaction. If the Cash at
178 Closing is less than as set forth in § 4.1 of this Contract, Seller has the Right to Terminate under § 25.1, on or before Closing. If
179 Seller disapproves of Buyer's financial ability or creditworthiness, in Seller's sole subjective discretion, Seller has the Right to
180 Terminate under § 25.1, on or before **Disapproval of Buyer's Credit Information Deadline**.

181 **5.4. Existing Loan Review.** If an existing loan is not to be released at Closing, Seller must deliver copies of the loan
182 documents (including note, deed of trust and any modifications) to Buyer by **Existing Loan Deadline**. For the sole benefit of Buyer,
183 this Contract is conditional upon Buyer's review and approval of the provisions of such loan documents. Buyer has the Right to
184 Terminate under § 25.1, on or before **Existing Loan Termination Deadline**, based on any unsatisfactory provision of such loan
185 documents, in Buyer's sole subjective discretion. If the lender's approval of a transfer of the Property is required, this Contract is
186 conditional upon Buyer obtaining such approval without change in the terms of such loan, except as set forth in § 4.6. If lender's
187 approval is not obtained by **Loan Transfer Approval Deadline**, this Contract will terminate on such deadline. Seller has the Right
188 to Terminate under § 25.1, on or before Closing, in Seller's sole subjective discretion, if Seller is to be released from liability under
189 such existing loan and Buyer does not obtain such compliance as set forth in § 4.6.

190 **6. APPRAISAL PROVISIONS.**

191 **6.1. Appraisal Definition.** An "Appraisal" is an opinion of value prepared by a licensed or certified appraiser, engaged on
192 behalf of Buyer or Buyer's lender, to determine the Property's market value (Appraised Value). The Appraisal may also set forth
193 certain lender requirements, replacements, removals or repairs necessary on or to the Property as a condition for the Property to be
194 valued at the Appraised Value.

195 **6.2. Appraisal Condition.** The applicable appraisal provision set forth below applies to the respective loan type set forth
196 in § 4.5.3, or if a cash transaction (i.e. no financing), § 6.2.1 applies.

197 **6.2.1. Conventional/Other.** Buyer has the right to obtain an Appraisal. If the Appraised Value is less than the
198 Purchase Price, or if the Appraisal is not received by Buyer on or before **Appraisal Deadline** Buyer may, on or before **Appraisal**
199 **Objection Deadline**, notwithstanding § 8.3 or § 13:

200 **6.2.1.1. Notice to Terminate.** Notify Seller in writing, pursuant to § 25.1, that this Contract is terminated;
201 or

202 **6.2.1.2. Appraisal Objection.** Deliver to Seller a written objection accompanied by either a copy of the
203 Appraisal or written notice from lender that confirms the Appraised Value is less than the Purchase Price (Lender Verification).

204 **6.2.1.3. Appraisal Resolution.** If an Appraisal Objection is received by Seller, on or before **Appraisal**
205 **Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Appraisal Resolution**
206 **Deadline**, this Contract will terminate on the **Appraisal Resolution Deadline**, unless Seller receives Buyer's written withdrawal of
207 the Appraisal Objection before such termination, i.e., on or before expiration of **Appraisal Resolution Deadline**.

6.3. Lender Property Requirements. ~~If the lender imposes any written requirements, replacements, removals or repairs, including any specified in the Appraisal (Lender Requirements) to be made to the Property (e.g., roof repair, repainting), beyond those matters already agreed to by Seller in this Contract, this Contract terminates on the earlier of three days following Seller's receipt of the Lender Requirements, or Closing, unless prior to termination: (1) the parties enter into a written agreement to satisfy the Lender Requirements; (2) the Lender Requirements have been completed; or (3) the satisfaction of the Lender Requirements is waived in writing by Buyer.~~

6.4. Cost of Appraisal. ~~Cost of the Appraisal to be obtained after the date of this Contract must be timely paid by ☐ Buyer ☐ Seller. The cost of the Appraisal may include any and all fees paid to the appraiser, appraisal management company, lender's agent or all three.~~

7. OWNERS' ASSOCIATION. ~~This Section is applicable if the Property is located within a Common Interest Community and subject to the declaration (Association).~~

7.1. Common Interest Community Disclosure. ~~THE PROPERTY IS LOCATED WITHIN A COMMON INTEREST COMMUNITY AND IS SUBJECT TO THE DECLARATION FOR THE COMMUNITY. THE OWNER OF THE PROPERTY WILL BE REQUIRED TO BE A MEMBER OF THE OWNERS' ASSOCIATION FOR THE COMMUNITY AND WILL BE SUBJECT TO THE BYLAWS AND RULES AND REGULATIONS OF THE ASSOCIATION. THE DECLARATION, BYLAWS AND RULES AND REGULATIONS WILL IMPOSE FINANCIAL OBLIGATIONS UPON THE OWNER OF THE PROPERTY, INCLUDING AN OBLIGATION TO PAY ASSESSMENTS OF THE ASSOCIATION. IF THE OWNER DOES NOT PAY THESE ASSESSMENTS, THE ASSOCIATION COULD PLACE A LIEN ON THE PROPERTY AND POSSIBLY SELL IT TO PAY THE DEBT. THE DECLARATION, BYLAWS AND RULES AND REGULATIONS OF THE COMMUNITY MAY PROHIBIT THE OWNER FROM MAKING CHANGES TO THE PROPERTY WITHOUT AN ARCHITECTURAL REVIEW BY THE ASSOCIATION (OR A COMMITTEE OF THE ASSOCIATION) AND THE APPROVAL OF THE ASSOCIATION. PURCHASERS OF PROPERTY WITHIN THE COMMON INTEREST COMMUNITY SHOULD INVESTIGATE THE FINANCIAL OBLIGATIONS OF MEMBERS OF THE ASSOCIATION. PURCHASERS SHOULD CAREFULLY READ THE DECLARATION FOR THE COMMUNITY AND THE BYLAWS AND RULES AND REGULATIONS OF THE ASSOCIATION.~~

7.2. Association Documents to Buyer. ~~Seller is obligated to provide to Buyer the Association Documents (defined below), at Seller's expense, on or before Association Documents Deadline. Seller authorizes the Association to provide the Association Documents to Buyer, at Seller's expense. Seller's obligation to provide the Association Documents is fulfilled upon Buyer's receipt of the Association Documents, regardless of who provides such documents.~~

7.3. Association Documents. ~~Association documents (Association Documents) consist of the following:~~

7.3.1. ~~All Association declarations, articles of incorporation, bylaws, articles of organization, operating agreements, rules and regulations, party wall agreements and the Association's responsible governance policies adopted under § 38-33.3-209.5, C.R.S.;~~

7.3.2. ~~Minutes of: (1) the annual owners' or members' meeting and (2) any executive boards' or managers' meetings; such minutes include those provided under the most current annual disclosure required under § 38-33.3-209.4, C.R.S. (Annual Disclosure) and minutes of meetings, if any, subsequent to the minutes disclosed in the Annual Disclosure. If none of the preceding minutes exist, then the most recent minutes, if any (§§ 7.3.1 and 7.3.2, collectively, Governing Documents); and~~

7.3.3. ~~List of all Association insurance policies as provided in the Association's last Annual Disclosure, including, but not limited to, property, general liability, association director and officer professional liability and fidelity policies. The list must include the company names, policy limits, policy deductibles, additional named insureds and expiration dates of the policies listed (Association Insurance Documents);~~

7.3.4. ~~A list by unit type of the Association's assessments, including both regular and special assessments as disclosed in the Association's last Annual Disclosure;~~

7.3.5. ~~The Association's most recent financial documents which consist of: (1) the Association's operating budget for the current fiscal year, (2) the Association's most recent annual financial statements, including any amounts held in reserve for the fiscal year immediately preceding the Association's last Annual Disclosure, (3) the results of the Association's most recent available financial audit or review, (4) list of the fees and charges (regardless of name or title of such fees or charges) that the Association's community association manager or Association will charge in connection with the Closing including, but not limited to, any fee incident to the issuance of the Association's statement of assessments (Status Letter), any rush or update fee charged for the Status Letter, any record change fee or ownership record transfer fees (Record Change Fee), fees to access documents, (5) list of all assessments required to be paid in advance, reserves or working capital due at Closing and (6) reserve study, if any (§§ 7.3.4 and 7.3.5, collectively, Financial Documents);~~

7.3.6. ~~Any written notice from the Association to Seller of a "construction defect action" under § 38-33.3-303.5, C.R.S. within the past six months and the result of whether the Association approved or disapproved such action (Construction Defect Documents). Nothing in this Section limits the Seller's obligation to disclose adverse material facts as required under § 10.2~~

264 (Disclosure of Adverse Material Facts; Subsequent Disclosure; Present Condition) including any problems or defects in the common
265 elements or limited common elements of the Association property.

266 **7.4. Conditional on Buyer's Review.** Buyer has the right to review the Association Documents. Buyer has the Right to
267 Terminate under § 25.1, on or before **Association Documents Termination Deadline**, based on any unsatisfactory provision in any
268 of the Association Documents, in Buyer's sole subjective discretion. Should Buyer receive the Association Documents after
269 **Association Documents Deadline**, Buyer, at Buyer's option, has the Right to Terminate under § 25.1 by Buyer's Notice to
270 Terminate received by Seller on or before ten days after Buyer's receipt of the Association Documents. If Buyer does not receive
271 the Association Documents, or if Buyer's Notice to Terminate would otherwise be required to be received by Seller after **Closing**
272 **Date**, Buyer's Notice to Terminate must be received by Seller on or before Closing. If Seller does not receive Buyer's Notice to
273 Terminate within such time, Buyer accepts the provisions of the Association Documents as satisfactory and Buyer waives any Right
274 to Terminate under this provision, notwithstanding the provisions of § 8.6 (Right of First Refusal or Contract Approval).

275 **8. TITLE INSURANCE, RECORD TITLE AND OFF-RECORD TITLE.**

276 **8.1. Evidence of Record Title.**

277 ☒ **8.1.1. Seller Selects Title Insurance Company.** If this box is checked, Seller will select the title insurance company
278 to furnish the owner's title insurance policy at Seller's expense. On or before **Record Title Deadline**, Seller must furnish to Buyer,
279 a current commitment for an owner's title insurance policy (Title Commitment), in an amount equal to the Purchase Price, ~~or if this~~
280 ~~box is checked, ☐ an Abstract of Title~~ certified to a current date. Seller will cause the title insurance policy to be issued and
281 delivered to Buyer as soon as practicable at or after Closing.

282 ☐ **8.1.2. Buyer Selects Title Insurance Company.** ~~If this box is checked, Buyer will select the title insurance company~~
283 ~~to furnish the owner's title insurance policy at Buyer's expense. On or before **Record Title Deadline**, Buyer must furnish to Seller, a~~
284 ~~current commitment for owner's title insurance policy (Title Commitment), in an amount equal to the Purchase Price.~~
285 ~~If neither box in § 8.1.1 or § 8.1.2 is checked, § 8.1.1 applies.~~

286 **8.1.3. Owner's Extended Coverage (OEC).** The Title Commitment ☒ **Will** ☐ **Will Not** contain Owner's
287 Extended Coverage (OEC). If the Title Commitment is to contain OEC, it will commit to delete or insure over the standard
288 exceptions which relate to: (1) parties in possession, (2) unrecorded easements, (3) survey matters, (4) unrecorded mechanics' liens,
289 (5) gap period (period between the effective date and time of commitment to the date and time the deed is recorded) and (6) unpaid
290 taxes, assessments and unredeemed tax sales prior to the year of Closing. Any additional premium expense to obtain OEC will be
291 paid by ☐ **Buyer** ☐ **Seller** ☒ **One-Half by Buyer and One-Half by Seller** ☐ **Other** _____.
292 Regardless of whether the Contract requires OEC, the Title Insurance Commitment may not provide OEC or delete or insure over
293 any or all of the standard exceptions for OEC. The Title Insurance Company may require a New Survey or New ILC, defined below,
294 among other requirements for OEC. If the Title Insurance Commitment is not satisfactory to Buyer, Buyer has a right to object under
295 § 8.5 (Right to Object to Title, Resolution).

296 **8.1.4. Title Documents.** Title Documents consist of the following: (1) copies of any plats, declarations, covenants,
297 conditions and restrictions burdening the Property and (2) copies of any other documents (or, if illegible, summaries of such
298 documents) listed in the schedule of exceptions (Exceptions) in the Title Commitment furnished to Buyer (collectively, Title
299 Documents).

300 **8.1.5. Copies of Title Documents.** Buyer must receive, on or before **Record Title Deadline**, copies of all Title
301 Documents. This requirement pertains only to documents as shown of record in the office of the clerk and recorder in the county
302 where the Property is located. The cost of furnishing copies of the documents required in this Section will be at the expense of the
303 party or parties obligated to pay for the owner's title insurance policy.

304 **8.1.6. Existing Abstracts of Title.** Seller must deliver to Buyer copies of any abstracts of title covering all or any
305 portion of the Property (Abstract of Title) in Seller's possession on or before **Record Title Deadline**.

306 **8.2. Record Title.** Buyer has the right to review and object to the Abstract of Title or Title Commitment and any of the
307 Title Documents as set forth in § 8.5 (Right to Object to Title, Resolution) on or before **Record Title Objection Deadline**. Buyer's
308 objection may be based on any unsatisfactory form or content of Title Commitment or Abstract of Title, notwithstanding § 13, or
309 any other unsatisfactory title condition, in Buyer's sole subjective discretion. If the Abstract of Title, Title Commitment or Title
310 Documents are not received by Buyer on or before the **Record Title Deadline**, or if there is an endorsement to the Title Commitment
311 that adds a new Exception to title, a copy of the new Exception to title and the modified Title Commitment will be delivered to
312 Buyer. Buyer has until the earlier of Closing or ten days after receipt of such documents by Buyer to review and object to: (1) any
313 required Title Document not timely received by Buyer, (2) any change to the Abstract of Title, Title Commitment or Title Documents,
314 or (3) any endorsement to the Title Commitment. If Seller receives Buyer's Notice to Terminate or Notice of Title Objection,
315 pursuant to this § 8.2 (Record Title), any title objection by Buyer is governed by the provisions set forth in § 8.5 (Right to Object to
316 Title, Resolution). If Seller has fulfilled all Seller's obligations, if any, to deliver to Buyer all documents required by § 8.1 (Evidence
317 of Record Title) and Seller does not receive Buyer's Notice to Terminate or Notice of Title Objection by the applicable deadline
318 specified above, Buyer accepts the condition of title as disclosed by the Abstract of Title, Title Commitment and Title Documents
319 as satisfactory.

320 **8.3. Off-Record Title.** Seller must deliver to Buyer, on or before **Off-Record Title Deadline**, true copies of all existing
321 surveys in Seller's possession pertaining to the Property and must disclose to Buyer all easements, liens (including, without

322 limitation, governmental improvements approved, but not yet installed) or other title matters (including, without limitation, rights of
323 first refusal and options) not shown by public records, of which Seller has actual knowledge (Off-Record Matters). This Section
324 excludes any **New ILC** or **New Survey** governed under § 9 (New ILC, New Survey). Buyer has the right to inspect the Property to
325 investigate if any third party has any right in the Property not shown by public records (e.g., unrecorded easement, boundary line
326 discrepancy or water rights). Buyer's Notice to Terminate or Notice of Title Objection of any unsatisfactory condition (whether
327 disclosed by Seller or revealed by such inspection, notwithstanding § 8.2 (Record Title) and § 13 (Transfer of Title)), in Buyer's
328 sole subjective discretion, must be received by Seller on or before **Off-Record Title Objection Deadline**. If an Off-Record Matter
329 is received by Buyer after the **Off-Record Title Deadline**, Buyer has until the earlier of Closing or ten days after receipt by Buyer
330 to review and object to such Off-Record Matter. If Seller receives Buyer's Notice to Terminate or Notice of Title Objection pursuant
331 to this § 8.3 (Off-Record Title), any title objection by Buyer is governed by the provisions set forth in § 8.5 (Right to Object to Title,
332 Resolution). If Seller does not receive Buyer's Notice to Terminate or Notice of Title Objection by the applicable deadline specified
333 above, Buyer accepts title subject to such Off-Record Matters and rights, if any, of third parties not shown by public records of which
334 Buyer has actual knowledge.

335 **8.4. Special Taxing Districts. SPECIAL TAXING DISTRICTS MAY BE SUBJECT TO GENERAL OBLIGATION**
336 **INDEBTEDNESS THAT IS PAID BY REVENUES PRODUCED FROM ANNUAL TAX LEVIES ON THE TAXABLE**
337 **PROPERTY WITHIN SUCH DISTRICTS. PROPERTY OWNERS IN SUCH DISTRICTS MAY BE PLACED AT RISK**
338 **FOR INCREASED MILL LEVIES AND TAX TO SUPPORT THE SERVICING OF SUCH DEBT WHERE**
339 **CIRCUMSTANCES ARISE RESULTING IN THE INABILITY OF SUCH A DISTRICT TO DISCHARGE SUCH**
340 **INDEBTEDNESS WITHOUT SUCH AN INCREASE IN MILL LEVIES. BUYERS SHOULD INVESTIGATE THE**
341 **SPECIAL TAXING DISTRICTS IN WHICH THE PROPERTY IS LOCATED BY CONTACTING THE COUNTY**
342 **TREASURER, BY REVIEWING THE CERTIFICATE OF TAXES DUE FOR THE PROPERTY AND BY OBTAINING**
343 **FURTHER INFORMATION FROM THE BOARD OF COUNTY COMMISSIONERS, THE COUNTY CLERK AND**
344 **RECORDER, OR THE COUNTY ASSESSOR.**

345 A tax certificate from the respective county treasurer listing any special taxing districts that effect the Property (Tax Certificate)
346 must be delivered to Buyer on or before **Record Title Deadline**. If the Property is located within a special taxing district and such
347 inclusion is unsatisfactory to Buyer, in Buyer's sole subjective discretion, Buyer may object, on or before **Record Title Objection**
348 **Deadline**. If the Tax Certificate shows that the Property is included in a special taxing district and is received by Buyer after the
349 **Record Title Deadline**, Buyer has until the earlier of Closing or ten days after receipt by Buyer to review and object to the Property's
350 inclusion in a special taxing district as unsatisfactory to Buyer.

351 **8.5. Right to Object to Title, Resolution.** Buyer's right to object, in Buyer's sole subjective discretion, to any title matters
352 includes those matters set forth in § 8.2 (Record Title), § 8.3 (Off-Record Title), § 8.4 (Special Taxing District) and § 13 (Transfer
353 of Title). If Buyer objects to any title matter, on or before the applicable deadline, Buyer has the following options:

354 **8.5.1. Title Objection, Resolution.** If Seller receives Buyer's written notice objecting to any title matter (Notice of
355 Title Objection) on or before the applicable deadline and if Buyer and Seller have not agreed to a written settlement thereof on or
356 before **Title Resolution Deadline**, this Contract will terminate on the expiration of **Title Resolution Deadline**, unless Seller receives
357 Buyer's written withdrawal of Buyer's Notice of Title Objection (i.e., Buyer's written notice to waive objection to such items and
358 waives the Right to Terminate for that reason), on or before expiration of **Title Resolution Deadline**. If either the Record Title
359 Deadline or the Off-Record Title Deadline, or both, are extended pursuant to § 8.2 (Record Title), § 8.3 (Off-Record Title) or § 8.4
360 (Special Taxing Districts), the Title Resolution Deadline also will be automatically extended to the earlier of Closing or fifteen days
361 after Buyer's receipt of the applicable documents; or

362 **8.5.2. Title Objection, Right to Terminate.** Buyer may exercise the Right to Terminate under § 25.1, on or before
363 the applicable deadline, based on any title matter unsatisfactory to Buyer, in Buyer's sole subjective discretion.

364 ~~**8.6. Right of First Refusal or Contract Approval.** If there is a right of first refusal on the Property or a right to approve~~
365 ~~this Contract, Seller must promptly submit this Contract according to the terms and conditions of such right. If the holder of the right~~
366 ~~of first refusal exercises such right or the holder of a right to approve disapproves this Contract, this Contract will terminate. If the~~
367 ~~right of first refusal is waived explicitly or expires, or the Contract is approved, this Contract will remain in full force and effect.~~
368 ~~Seller must promptly notify Buyer in writing of the foregoing. If expiration or waiver of the right of first refusal or approval of this~~
369 ~~Contract has not occurred on or before **Right of First Refusal Deadline**, this Contract will then terminate.~~

370 **8.7. Title Advisory.** The Title Documents affect the title, ownership and use of the Property and should be reviewed
371 carefully. Additionally, other matters not reflected in the Title Documents may affect the title, ownership and use of the Property,
372 including, without limitation, boundary lines and encroachments, set-back requirements, area, zoning, building code violations,
373 unrecorded easements and claims of easements, leases and other unrecorded agreements, water on or under the Property and various
374 laws and governmental regulations concerning land use, development and environmental matters.

375 **8.7.1. OIL, GAS, WATER AND MINERAL DISCLOSURE. THE SURFACE ESTATE OF THE**
376 **PROPERTY MAY BE OWNED SEPARATELY FROM THE UNDERLYING MINERAL ESTATE AND TRANSFER OF**
377 **THE SURFACE ESTATE MAY NOT NECESSARILY INCLUDE TRANSFER OF THE MINERAL ESTATE OR WATER**
378 **RIGHTS. THIRD PARTIES MAY OWN OR LEASE INTERESTS IN OIL, GAS, OTHER MINERALS, GEOTHERMAL**
379 **ENERGY OR WATER ON OR UNDER THE SURFACE OF THE PROPERTY, WHICH INTERESTS MAY GIVE THEM**

RIGHTS TO ENTER AND USE THE SURFACE OF THE PROPERTY TO ACCESS THE MINERAL ESTATE, OIL, GAS OR WATER.

8.7.2. SURFACE USE AGREEMENT. THE USE OF THE SURFACE ESTATE OF THE PROPERTY TO ACCESS THE OIL, GAS OR MINERALS MAY BE GOVERNED BY A SURFACE USE AGREEMENT, A MEMORANDUM OR OTHER NOTICE OF WHICH MAY BE RECORDED WITH THE COUNTY CLERK AND RECORDER.

8.7.3. OIL AND GAS ACTIVITY. OIL AND GAS ACTIVITY THAT MAY OCCUR ON OR ADJACENT TO THE PROPERTY MAY INCLUDE, BUT IS NOT LIMITED TO, SURVEYING, DRILLING, WELL COMPLETION OPERATIONS, STORAGE, OIL AND GAS, OR PRODUCTION FACILITIES, PRODUCING WELLS, REWORKING OF CURRENT WELLS AND GAS GATHERING AND PROCESSING FACILITIES.

8.7.4. ADDITIONAL INFORMATION. BUYER IS ENCOURAGED TO SEEK ADDITIONAL INFORMATION REGARDING OIL AND GAS ACTIVITY ON OR ADJACENT TO THE PROPERTY, INCLUDING DRILLING PERMIT APPLICATIONS. THIS INFORMATION MAY BE AVAILABLE FROM THE COLORADO OIL AND GAS CONSERVATION COMMISSION.

8.7.5. Title Insurance Exclusions. Matters set forth in this Section and others, may be excepted, excluded from, or not covered by the owner's title insurance policy.

8.8. Consult an Attorney. Buyer is advised to timely consult legal counsel with respect to all such matters as there are strict time limits provided in this Contract (e.g., **Record Title Objection Deadline** and **Off-Record Title Objection Deadline**).

9. ~~NEW ILC, NEW SURVEY.~~

9.1. ~~New ILC or New Survey.~~ If the box is checked, a: 1) ☐ ~~New Improvement Location Certificate (New ILC); or,~~
2) ☐ ~~New Survey in the form of _____; is required and the following will apply:~~

9.1.1. ~~Ordering of New ILC or New Survey.~~ ☐ ~~Seller~~ ☐ ~~Buyer~~ will order the New ILC or New Survey. The New ILC or New Survey may also be a previous ILC or survey that is in the above-required form, certified and updated as of a date after the date of this Contract.

9.1.2. ~~Payment for New ILC or New Survey.~~ The cost of the New ILC or New Survey will be paid, on or before Closing, by: ☐ ~~Seller~~ ☒ ~~Buyer~~ or:

9.1.3. ~~Delivery of New ILC or New Survey.~~ Buyer, Seller, the issuer of the Title Commitment (or the provider of the opinion of title if an Abstract of Title) and _____ will receive a New ILC or New Survey on or before ~~New ILC or New Survey Deadline.~~

9.1.4. ~~Certification of New ILC or New Survey.~~ The New ILC or New Survey will be certified by the surveyor to all those who are to receive the New ILC or New Survey.

9.2. ~~Buyer's Right to Waive or Change New ILC or New Survey Selection.~~ Buyer may select a New ILC or New Survey different than initially specified in this Contract if there is no additional cost to Seller or change to the ~~New ILC or New Survey Objection Deadline.~~ Buyer may, in Buyer's sole subjective discretion, waive a New ILC or New Survey if done prior to Seller incurring any cost for the same.

9.3. ~~New ILC or New Survey Objection.~~ Buyer has the right to review and object to the New ILC or New Survey. If the New ILC or New Survey is not timely received by Buyer or is unsatisfactory to Buyer, in Buyer's sole subjective discretion, Buyer may, on or before ~~New ILC or New Survey Objection Deadline,~~ notwithstanding § 8.3 or § 13:

9.3.1. ~~Notice to Terminate.~~ Notify Seller in writing, pursuant to § 25.1, that this Contract is terminated; or

9.3.2. ~~New ILC or New Survey Objection.~~ Deliver to Seller a written description of any matter that was to be shown or is shown in the New ILC or New Survey that is unsatisfactory and that Buyer requires Seller to correct.

9.3.3. ~~New ILC or New Survey Resolution.~~ If a ~~New ILC or New Survey Objection~~ is received by Seller, on or before ~~New ILC or New Survey Objection Deadline~~ and if Buyer and Seller have not agreed in writing to a settlement thereof on or before ~~New ILC or New Survey Resolution Deadline,~~ this Contract will terminate on expiration of the ~~New ILC or New Survey Resolution Deadline,~~ unless Seller receives Buyer's written withdrawal of the New ILC or New Survey Objection before such termination, i.e., on or before expiration of ~~New ILC or New Survey Resolution Deadline.~~

DISCLOSURE, INSPECTION AND DUE DILIGENCE

10. PROPERTY DISCLOSURE, INSPECTION, INDEMNITY, INSURABILITY, DUE DILIGENCE AND SOURCE OF WATER.

10.1. Seller's Property Disclosure. On or before **Seller's Property Disclosure Deadline**, Seller agrees to deliver to Buyer the most current version of the applicable Colorado Real Estate Commission's Seller's Property Disclosure form completed by Seller to Seller's actual knowledge and current as of the date of this Contract.

434 **10.2. Disclosure of Adverse Material Facts; Subsequent Disclosure; Present Condition.** Seller must disclose to Buyer
435 any adverse material facts actually known by Seller as of the date of this Contract. Seller agrees that disclosure of adverse material
436 facts will be in writing. In the event Seller discovers an adverse material fact after the date of this Contract, Seller must timely
437 disclose such adverse fact to Buyer. Buyer has the Right to Terminate based on the Seller's new disclosure on the earlier of Closing
438 or five days after Buyer's receipt of the new disclosure. Except as otherwise provided in this Contract, Buyer acknowledges that
439 Seller is conveying the Property to Buyer in an "As Is" condition, "Where Is" and "With All Faults."

440 **10.3. Inspection.** Unless otherwise provided in this Contract, Buyer, acting in good faith, has the right to have inspections
441 (by one or more third parties, personally or both) of the Property and Inclusions (Inspection), at Buyer's expense. If (1) the physical
442 condition of the Property, including, but not limited to, the roof, walls, structural integrity of the Property, the electrical, plumbing,
443 HVAC and other mechanical systems of the Property, (2) the physical condition of the Inclusions, (3) service to the Property
444 (including utilities and communication services), systems and components of the Property (e.g., heating and plumbing), (4) any
445 proposed or existing transportation project, road, street or highway, or (5) any other activity, odor or noise (whether on or off the
446 Property) and its effect or expected effect on the Property or its occupants is unsatisfactory, in Buyer's sole subjective discretion,
447 Buyer may:

448 **10.3.1. Inspection Objection.** On or before the **Inspection Objection Deadline**, deliver to Seller a written
449 description of any unsatisfactory condition that Buyer requires Seller to correct; or

450 **10.3.2. Terminate.** On or before the **Inspection Termination Deadline**, notify Seller in writing, pursuant to § 25.1,
451 that this Contract is terminated due to any unsatisfactory condition. **Inspection Termination Deadline will be on the earlier of**
452 **Inspection Resolution Deadline or the date specified in § 3.1 for Inspection Termination Deadline.**

453 **10.3.3. Inspection Resolution.** If an Inspection Objection is received by Seller, on or before **Inspection Objection**
454 **Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Inspection Resolution Deadline**,
455 this Contract will terminate on **Inspection Resolution Deadline** unless Seller receives Buyer's written withdrawal of the Inspection
456 Objection before such termination, i.e., on or before expiration of **Inspection Resolution Deadline**.

457 **10.4. Damage, Liens and Indemnity.** Buyer, except as otherwise provided in this Contract or other written agreement
458 between the parties, is responsible for payment for all inspections, tests, surveys, engineering reports, or other reports performed at
459 Buyer's request (Work) and must pay for any damage that occurs to the Property and Inclusions as a result of such Work. Buyer
460 must not permit claims or liens of any kind against the Property for Work performed on the Property. Buyer agrees to indemnify,
461 protect and hold Seller harmless from and against any liability, damage, cost or expense incurred by Seller and caused by any such
462 Work, claim, or lien. This indemnity includes Seller's right to recover all costs and expenses incurred by Seller to defend against
463 any such liability, damage, cost or expense, or to enforce this Section, including Seller's reasonable attorney fees, legal fees and
464 expenses. The provisions of this Section survive the termination of this Contract. This § 10.4 does not apply to items performed
465 pursuant to an Inspection Resolution.

466 **10.5. Insurability.** Buyer has the right to review and object to the availability, terms and conditions of and premium for
467 property insurance (Property Insurance). Buyer has the Right to Terminate under § 25.1, on or before **Property Insurance**
468 **Termination Deadline**, based on any unsatisfactory provision of the Property Insurance, in Buyer's sole subjective discretion.

469 **10.6. Due Diligence.**

470 **10.6.1. Due Diligence Documents.** If the respective box is checked, Seller agrees to deliver copies of the following
471 documents and information pertaining to the Property (Due Diligence Documents) to Buyer on or before **Due Diligence Documents**
472 **Delivery Deadline**:

- 473 ☒ **10.6.1.1.** All contracts relating to the operation, maintenance and management of the Property;
474 ☐ ~~**10.6.1.2.** Property tax bills for the last _____ years;~~
475 ☐ ~~**10.6.1.3.** As-built construction plans to the Property and the tenant improvements, including architectural,~~
476 ~~electrical, mechanical and structural systems; engineering reports; and permanent Certificates of Occupancy, to the extent now~~
477 ~~available;~~
478 ☐ ~~**10.6.1.4.** A list of all Inclusions to be conveyed to Buyer;~~
479 ☐ ~~**10.6.1.5.** Operating statements for the past _____ years;~~
480 ☐ ~~**10.6.1.6.** A rent roll accurate and correct to the date of this Contract;~~
481 ☒ **10.6.1.7.** All current leases, including any amendments or other occupancy agreements, pertaining to the
482 Property. Those leases or other occupancy agreements pertaining to the Property that survive Closing are as follows (Leases):

483 **None. Seller shall terminate the existing lease with Leland Lebsack in advance of Closing.**

484 ☐ ~~**10.6.1.8.** A schedule of any tenant improvement work Seller is obligated to complete but has not yet~~
485 ~~completed and capital improvement work either scheduled or in process on the date of this Contract;~~

486 ☐ ~~**10.6.1.9.** All insurance policies pertaining to the Property and copies of any claims which have been made~~
487 ~~for the past _____ years;~~

488 ☒ **10.6.1.10.** Soils reports, surveys and engineering reports or data pertaining to the Property (if not delivered
489 earlier under § 8.3);

490 ☒ **10.6.1.11.** Any and all existing documentation and reports regarding Phase I and II environmental reports,
491 letters, test results, advisories and similar documents respective to the existence or nonexistence of asbestos, PCB transformers, or
492

other toxic, hazardous or contaminated substances and/or underground storage tanks and/or radon gas. If no reports are in Seller's possession or known to Seller, Seller warrants that no such reports are in Seller's possession or known to Seller;

☐ ~~10.6.1.12. Any Americans with Disabilities Act reports, studies or surveys concerning the compliance of the Property with said Act;~~

☐ ~~10.6.1.13. All permits, licenses and other building or use authorizations issued by any governmental authority with jurisdiction over the Property and written notice of any violation of any such permits, licenses or use authorizations, if any; and~~

☐ ~~10.6.1.14. Other documents and information;~~

10.6.2. Due Diligence Documents Review and Objection. Buyer has the right to review and object to Due Diligence Documents. If the Due Diligence Documents are not supplied to Buyer or are unsatisfactory, in Buyer's sole subjective discretion, Buyer may, on or before **Due Diligence Documents Objection Deadline**:

10.6.2.1. Notice to Terminate. Notify Seller in writing, pursuant to § 25.1, that this Contract is terminated; or

10.6.2.2. Due Diligence Documents Objection. Deliver to Seller a written description of any unsatisfactory Due Diligence Documents that Buyer requires Seller to correct.

10.6.2.3. Due Diligence Documents Resolution. If a Due Diligence Documents Objection is received by Seller, on or before **Due Diligence Documents Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Due Diligence Documents Resolution Deadline**, this Contract will terminate on **Due Diligence Documents Resolution Deadline** unless Seller receives Buyer's written withdrawal of the Due Diligence Documents Objection before such termination, i.e., on or before expiration of **Due Diligence Documents Resolution Deadline**.

10.6.3. Zoning. Buyer has the Right to Terminate under § 25.1, on or before **Due Diligence Documents Objection Deadline**, based on any unsatisfactory zoning and any use restrictions imposed by any governmental agency with jurisdiction over the Property, in Buyer's sole subjective discretion.

10.6.4. Due Diligence – Environmental, ADA. Buyer has the right to obtain environmental inspections of the Property including Phase I and Phase II Environmental Site Assessments, as applicable. ☐ ~~Seller~~ ☒ **Buyer** will order or provide ☒ **Phase I Environmental Site Assessment**, ☐ ~~Phase II Environmental Site Assessment~~ (compliant with most current version of the applicable ASTM E1527 standard practices for Environmental Site Assessments) and/or ☐ _____, at the expense of ☐ ~~Seller~~ ☒ **Buyer** (Environmental Inspection). In addition, Buyer, at Buyer's expense, may also conduct an evaluation whether the Property complies with the *Americans with Disabilities Act* (ADA Evaluation). All such inspections and evaluations must be conducted at such times as are mutually agreeable to minimize the interruption of Seller's and any Seller's tenants' business uses of the Property, if any.

If Buyer's Phase I Environmental Site Assessment recommends a Phase II Environmental Site Assessment, the **Environmental Inspection Termination Deadline** will be extended by mutual agreement of Buyer and Seller ~~days~~ (Extended Environmental Inspection Termination Deadline) and if such Extended Environmental Inspection Termination Deadline extends beyond the **Closing Date**, the **Closing Date** will be extended a like period of time. In such event, ☐ ~~Seller~~ ☒ **Buyer** must pay the cost for such Phase II Environmental Site Assessment.

Notwithstanding Buyer's right to obtain additional environmental inspections of the Property in this § 10.6.4, Buyer has the Right to Terminate under § 25.1, on or before **Environmental Inspection Termination Deadline**, or if applicable, the Extended Environmental Inspection Termination Deadline, based on any unsatisfactory results of Environmental Inspection, in Buyer's sole subjective discretion.

Buyer has the Right to Terminate under § 25.1, on or before **ADA Evaluation Termination Deadline**, based on any unsatisfactory ADA Evaluation, in Buyer's sole subjective discretion.

~~10.7. Conditional Upon Sale of Property.~~ This Contract is conditional upon the sale and closing of that certain property owned by Buyer and commonly known as _____, Buyer has the Right to Terminate under § 25.1 effective upon Seller's receipt of Buyer's Notice to Terminate on or before **Conditional Sale Deadline** if such property is not sold and closed by such deadline. This Section is for the sole benefit of Buyer. If Seller does not receive Buyer's Notice to Terminate on or before **Conditional Sale Deadline**, Buyer waives any Right to Terminate under this provision.

10.8. Source of Potable Water (Residential Land and Residential Improvements Only). Buyer ☐ ~~Does~~ ☒ **Does Not** acknowledge receipt of a copy of Seller's Property Disclosure or Source of Water Addendum disclosing the source of potable water for the Property. ☒ **There is No Well.** Buyer ☐ ~~Does~~ ☐ ~~Does Not~~ acknowledge receipt of a copy of the current well permit. **Note to Buyer: SOME WATER PROVIDERS RELY, TO VARYING DEGREES, ON NONRENEWABLE GROUND WATER. YOU MAY WISH TO CONTACT YOUR PROVIDER (OR INVESTIGATE THE DESCRIBED SOURCE) TO DETERMINE THE LONG-TERM SUFFICIENCY OF THE PROVIDER'S WATER SUPPLIES.**

~~10.9. Existing Leases; Modification of Existing Leases; New Leases.~~ Seller states that none of the Leases to be assigned to the Buyer at the time of Closing contain any rent concessions, rent reductions or rent abatements except as disclosed in the Lease or other writing received by Buyer. Seller will not amend, alter, modify, extend or cancel any of the Leases nor will Seller enter into any new leases affecting the Property without the prior written consent of Buyer, which consent will not be unreasonably withheld or delayed.

552 **11. ESTOPPEL STATEMENTS.**

553 ~~11.1. Estoppel Statements Conditions. Buyer has the right to review and object to any Estoppel Statements. Seller must~~
554 ~~request from all tenants of the Property and if received by Seller, deliver to Buyer on or before Estoppel Statements Deadline,~~
555 ~~statements in a form and substance reasonably acceptable to Buyer, from each occupant or tenant at the Property (Estoppel Statement)~~
556 ~~attached to a copy of the Lease stating:~~

557 ~~11.1.1. The commencement date of the Lease and scheduled termination date of the Lease;~~

558 ~~11.1.2. That said Lease is in full force and effect and that there have been no subsequent modifications or~~
559 ~~amendments;~~

560 ~~11.1.3. The amount of any advance rentals paid, rent concessions given and deposits paid to Seller;~~

561 ~~11.1.4. The amount of monthly (or other applicable period) rental paid to Seller;~~

562 ~~11.1.5. That there is no default under the terms of said Lease by landlord or occupant; and~~

563 ~~11.1.6. That the Lease to which the Estoppel Statement is attached is a true, correct and complete copy of the Lease~~
564 ~~demising the premises it describes.~~

565 ~~11.2. Seller Estoppel Statement. In the event Seller does not receive from all tenants of the Property a completed signed~~
566 ~~Estoppel Statement, Seller agrees to complete and execute an Estoppel Statement setting forth the information and documents~~
567 ~~required §11.1 above and deliver the same to Buyer on or before Estoppel Statements Deadline.~~

568 ~~11.3. Estoppel Statements Termination. Buyer has the Right to Terminate under § 25.1, on or before Estoppel~~
569 ~~Statements Termination Deadline, based on any unsatisfactory Estoppel Statement, in Buyer's sole subjective discretion, or if~~
570 ~~Seller fails to deliver the Estoppel Statements on or before Estoppel Statements Deadline. Buyer also has the unilateral right to~~
571 ~~waive any unsatisfactory Estoppel Statement.~~

572

CLOSING PROVISIONS

573 **12. CLOSING DOCUMENTS, INSTRUCTIONS AND CLOSING.**

574 **12.1. Closing Documents and Closing Information.** Seller and Buyer will cooperate with the Closing Company to enable
575 the Closing Company to prepare and deliver documents required for Closing to Buyer and Seller and their designees. If Buyer is
576 obtaining a loan to purchase the Property, Buyer acknowledges Buyer's lender is required to provide the Closing Company, in a
577 timely manner, all required loan documents and financial information concerning Buyer's loan. Buyer and Seller will furnish any
578 additional information and documents required by Closing Company that will be necessary to complete this transaction. Buyer and
579 Seller will sign and complete all customary or reasonably-required documents at or before Closing.

580 **12.2. Closing Instructions.** Colorado Real Estate Commission's Closing Instructions ☐ Are ☒ Are Not executed with
581 this Contract.

582 **12.3. Closing.** Delivery of deed from Seller to Buyer will be at closing (Closing). Closing will be on the date specified as
583 the **Closing Date** or by mutual agreement at an earlier date. The hour and place of Closing will be as designated by
584 mutual agreement of the Buyer and Seller.

585 **12.4. Disclosure of Settlement Costs.** Buyer and Seller acknowledge that costs, quality and extent of service vary between
586 different settlement service providers (e.g., attorneys, lenders, inspectors and title companies).

587 **13. TRANSFER OF TITLE.** Subject to Buyer's compliance with the terms and provisions of this Contract, including the tender
588 of any payment due at Closing, Seller must execute and deliver the following good and sufficient deed to Buyer, at Closing:

589 ☒ special warranty deed ☐ ~~general warranty deed~~ ☐ ~~bargain and sale deed~~ ☐ ~~quit claim deed~~ ☐ ~~personal representative's~~
590 ~~deed~~ ☐ _____ deed. Seller, provided another deed is not selected, must execute and deliver a good
591 and sufficient special warranty deed to Buyer, at Closing.

592 Unless otherwise specified in §30 (Additional Provisions), if title will be conveyed using a special warranty deed or a general
593 warranty deed, title will be conveyed "subject to statutory exceptions" as defined in §38-30-113(5)(a), C.R.S.

594 **14. PAYMENT OF LIENS AND ENCUMBRANCES.** Unless agreed to by Buyer in writing, any amounts owed on any liens
595 or encumbrances securing a monetary sum, including, but not limited to, any governmental liens for special improvements installed
596 as of the date of Buyer's signature hereon, whether assessed or not and previous years' taxes, will be paid at or before Closing by
597 Seller from the proceeds of this transaction or from any other source.

598 **15. CLOSING COSTS, CLOSING FEE, ASSOCIATION FEES AND TAXES.**

599 **15.1. Closing Costs.** Buyer and Seller must pay, in Good Funds, their respective closing costs and all other items required
600 to be paid at Closing, except as otherwise provided herein.

601 **15.2. Closing Services Fee.** The fee for real estate closing services must be paid at Closing by ☐ Buyer ☐ Seller
602 ☒ One-Half by Buyer and One-Half by Seller ☐ Other _____.

15.3. Status Letter and Record Change Fees. At least fourteen days prior to **Closing Date**, Seller agrees to promptly request the Association to deliver to Buyer a current Status Letter. Any fees incident to the issuance of Association's Status Letter must be paid by ☐ None ☐ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller. Any Record Change Fee must be paid by ☐ None ☐ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller.

15.4. Local Transfer Tax. ☐ The Local Transfer Tax of _____ % of the Purchase Price must be paid at Closing by ☐ None ☒ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller.

15.5. Private Transfer Fee. Private transfer fees and other fees due to a transfer of the Property, payable at Closing, such as community association fees, developer fees and foundation fees, must be paid at Closing by ☐ None ☐ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller. The Private Transfer fee, whether one or more, is for the following association(s): _____ in the total amount of _____ % of the Purchase Price or \$ _____.

15.6. Water Transfer Fees. The Water Transfer Fees can change. The fees, as of the date of this Contract, do not exceed \$ _____ for:

☐ Water Stock/Certificates ☐ Water District
☐ Augmentation Membership ☐ Small Domestic Water Company ☐ _____
and must be paid at Closing by ☐ None ☐ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller.

15.7. Sales and Use Tax. Any sales and use tax that may accrue because of this transaction must be paid when due by ☐ None ☒ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller.

15.8. FIRPTA and Colorado Withholding.

15.8.1. FIRPTA. The Internal Revenue Service (IRS) may require a substantial portion of the Seller's proceeds be withheld after Closing when Seller is a foreign person. If required withholding does not occur, the Buyer could be held liable for the amount of the Seller's tax, interest and penalties. If the box in this Section is checked, Seller represents that Seller ☐ IS a foreign person for purposes of U.S. income taxation. If the box in this Section is not checked, Seller represents that Seller is not a foreign person for purposes of U.S. income taxation. Seller agrees to cooperate with Buyer and Closing Company to provide any reasonably requested documents to verify Seller's foreign person status. If withholding is required, Seller authorizes Closing Company to withhold such amount from Seller's proceeds. Seller should inquire with Seller's tax advisor to determine if withholding applies or if an exemption exists.

15.8.2. Colorado Withholding. The Colorado Department of Revenue may require a portion of the Seller's proceeds be withheld after Closing when Seller will not be a Colorado resident after Closing, if not otherwise exempt. Seller agrees to cooperate with Buyer and Closing Company to provide any reasonably requested documents to verify Seller's status. If withholding is required, Seller authorizes Closing Company to withhold such amount from Seller's proceeds. Seller should inquire with Seller's tax advisor to determine if withholding applies or if an exemption exists.

16. PRORATIONS AND ASSOCIATION ASSESSMENTS. The following will be prorated to the **Closing Date**, except as otherwise provided:

16.1. Taxes. Personal property taxes, if any, special taxing district assessments, if any and general real estate taxes for the year of Closing, based on ☐ Taxes for the Calendar Year Immediately Preceding Closing ☒ Most Recent Mill Levy and Most Recent Assessed Valuation, ☐ Other _____.

16.2. Rents. Rents based on ☐ Rents Actually Received ☐ Accrued. At Closing, Seller will transfer or credit to Buyer the security deposits for all Leases assigned, or any remainder after lawful deductions and notify all tenants in writing of such transfer and of the transferee's name and address. Seller must assign to Buyer all Leases in effect at Closing and Buyer must assume Seller's obligations under such Leases.

16.3. Association Assessments. Current regular Association assessments and dues (Association Assessments) paid in advance will be credited to Seller at Closing. Cash reserves held out of the regular Association Assessments for deferred maintenance by the Association will not be credited to Seller except as may be otherwise provided by the Governing Documents. Buyer acknowledges that Buyer may be obligated to pay the Association, at Closing, an amount for reserves or working capital. Any special assessment assessed prior to **Closing Date** by the Association will be the obligation of ☐ Buyer ☐ Seller. Except however, any special assessment by the Association for improvements that have been installed as of the date of Buyer's signature hereon, whether assessed prior to or after Closing, will be the obligation of Seller. Seller represents there are no unpaid regular or special assessments against the Property except the current regular assessments and _____. Association Assessments are subject to change as provided in the Governing Documents.

16.4. Other Prorations. Water and sewer charges, propane, interest on continuing loan and _____.

16.5. Final Settlement. Unless otherwise agreed in writing, these prorations are final.

17. POSSESSION. Possession of the Property will be delivered to Buyer on **Possession Date** at **Possession Time**, subject to the Leases as set forth in § 10.6.1.7.

If Seller, after Closing, fails to deliver possession as specified, Seller will be subject to eviction and will be additionally liable to Buyer for payment of \$ ^{250.00} per day (or any part of a day notwithstanding § 18.1) from **Possession Date** and **Possession Time** until possession is delivered.

660 **18. DAY; COMPUTATION OF PERIOD OF DAYS, DEADLINE.**661 **18.1. Day.** As used in this Contract, the term "day" means the entire day ending at 11:59 p.m., United States Mountain Time
662 (Standard or Daylight Savings, as applicable).663 **18.2. Computation of Period of Days, Deadline.** In computing a period of days (e.g., three days after MEC), when the
664 ending date is not specified, the first day is excluded and the last day is included. If any deadline falls on a Saturday, Sunday or
665 federal or Colorado state holiday (Holiday), such deadline ☒ **Will** ☐ ~~Will Not~~ be extended to the next day that is not a Saturday,
666 Sunday or Holiday. Should neither box be checked, the deadline will not be extended.667 **19. CAUSES OF LOSS, INSURANCE; DAMAGE TO INCLUSIONS AND SERVICES; CONDEMNATION; AND**
668 **WALK-THROUGH.** Except as otherwise provided in this Contract, the Property, Inclusions or both will be delivered in the
669 condition existing as of the date of this Contract, ordinary wear and tear excepted.670 **19.1. Causes of Loss, Insurance.** In the event the Property or Inclusions are damaged by fire, other perils or causes of loss
671 prior to Closing (Property Damage) in an amount of not more than ten percent of the total Purchase Price and if the repair of the
672 damage will be paid by insurance (other than the deductible to be paid by Seller), then Seller, upon receipt of the insurance proceeds,
673 will use Seller's reasonable efforts to repair the Property before **Closing Date**. Buyer has the Right to Terminate under § 25.1, on or
674 before **Closing Date**, if the Property is not repaired before **Closing Date**, or if the damage exceeds such sum. Should Buyer elect to
675 carry out this Contract despite such Property Damage, Buyer is entitled to a credit at Closing for all insurance proceeds that were
676 received by Seller (but not the Association, if any) resulting from damage to the Property and Inclusions, plus the amount of any
677 deductible provided for in the insurance policy. This credit may not exceed the Purchase Price. In the event Seller has not received
678 the insurance proceeds prior to Closing, the parties may agree to extend the **Closing Date** to have the Property repaired prior to
679 Closing or, at the option of Buyer, (1) Seller must assign to Buyer the right to the proceeds at Closing, if acceptable to Seller's
680 insurance company and Buyer's lender; or (2) the parties may enter into a written agreement prepared by the parties or their attorney
681 requiring the Seller to escrow at Closing from Seller's sale proceeds the amount Seller has received and will receive due to such
682 damage, not exceeding the total Purchase Price, plus the amount of any deductible that applies to the insurance claim.683 **19.2. Damage, Inclusions and Services.** Should any Inclusion or service (including utilities and communication services),
684 system, component or fixture of the Property (collectively Service) (e.g., heating or plumbing), fail or be damaged between the date
685 of this Contract and Closing or possession, whichever is earlier, then Seller is liable for the repair or replacement of such Inclusion
686 or Service with a unit of similar size, age and quality, or an equivalent credit, but only to the extent that the maintenance or
687 replacement of such Inclusion or Service is not the responsibility of the Association, if any, less any insurance proceeds received by
688 Buyer covering such repair or replacement. If the failed or damaged Inclusion or Service is not repaired or replaced on or before
689 Closing or possession, whichever is earlier, Buyer has the Right to Terminate under § 25.1, on or before **Closing Date**, or, at the
690 option of Buyer, Buyer is entitled to a credit at Closing for the repair or replacement of such Inclusion or Service. Such credit must
691 not exceed the Purchase Price. If Buyer receives such a credit, Seller's right for any claim against the Association, if any, will survive
692 Closing.693 **19.3. Condemnation.** In the event Seller receives actual notice prior to Closing that a pending condemnation action may
694 result in a taking of all or part of the Property or Inclusions, Seller must promptly notify Buyer, in writing, of such condemnation
695 action. Buyer has the Right to Terminate under § 25.1, on or before **Closing Date**, based on such condemnation action, in Buyer's
696 sole subjective discretion. Should Buyer elect to consummate this Contract despite such diminution of value to the Property and
697 Inclusions, Buyer is entitled to a credit at Closing for all condemnation proceeds awarded to Seller for the diminution in the value
698 of the Property or Inclusions but such credit will not include relocation benefits or expenses, or exceed the Purchase Price.699 **19.4. Walk-Through and Verification of Condition.** Buyer, upon reasonable notice, has the right to walk through the
700 Property prior to Closing to verify that the physical condition of the Property and Inclusions complies with this Contract.701 ~~**19.5. Home Warranty. [Intentionally Deleted]**~~702 ~~**19.6. Risk of Loss - Growing Crops.** The risk of loss for damage to growing crops by fire or other casualty will be borne~~
703 ~~by the party entitled to the growing crops as provided in § 2.8 and such party is entitled to such insurance proceeds or benefits for~~
704 ~~the growing crops.~~705 **20. RECOMMENDATION OF LEGAL AND TAX COUNSEL.** By signing this Contract, Buyer and Seller acknowledge that
706 the respective broker has advised that this Contract has important legal consequences and has recommended the examination of title
707 and consultation with legal and tax or other counsel before signing this Contract.708 **21. TIME OF ESSENCE, DEFAULT AND REMEDIES.** Time is of the essence for all dates and deadlines in this
709 Contract. This means that all dates and deadlines are strict and absolute. If any payment due, including Earnest Money, is not paid,
710 honored or tendered when due, or if any obligation is not performed timely as provided in this Contract or waived, the non-defaulting
711 party has the following remedies:712 **21.1. If Buyer is in Default:**

713 ☒ **21.1.1. Specific Performance.** Seller may elect to cancel this Contract and all Earnest Money (whether or not paid
714 by Buyer) will be paid to Seller and retained by Seller. It is agreed that the Earnest Money is not a penalty and the Parties agree the
715 amount is fair and reasonable. Seller may recover such additional damages as may be proper. Alternatively, Seller may elect to
716 treat this Contract as being in full force and effect and Seller has the right to specific performance, or damages, or both.

717 **21.1.2. Liquidated Damages, Applicable.** This § 21.1.2 applies unless the box in § 21.1.1. is checked. Seller may
718 cancel this Contract. All Earnest Money (whether or not paid by Buyer) will be paid to Seller and retained by Seller. It is agreed that
719 the Earnest Money specified in § 4.1 is LIQUIDATED DAMAGES and not a penalty, which amount the parties agree is fair and
720 reasonable and (except as provided in §§ 10.4, 22, 23 and 24), said payment of Earnest Money is SELLER'S ONLY REMEDY for
721 Buyer's failure to perform the obligations of this Contract. Seller expressly waives the remedies of specific performance and
722 additional damages.

723 **21.2. If Seller is in Default:** Buyer may elect to treat this Contract as canceled, in which case all Earnest Money received
724 hereunder will be returned to Buyer and Buyer may recover such damages as may be proper. Alternatively, Buyer may elect to treat
725 this Contract as being in full force and effect and Buyer has the right to specific performance, or damages, or both.

726 **22. LEGAL FEES, COST AND EXPENSES.** Anything to the contrary herein notwithstanding, in the event of any arbitration
727 or litigation relating to this Contract, prior to or after **Closing Date**, the arbitrator or court must award to the prevailing party all
728 reasonable costs and expenses, including attorney fees, legal fees and expenses.

729 **23. MEDIATION.** If a dispute arises relating to this Contract (whether prior to or after Closing) and is not resolved, the parties
730 must first proceed, in good faith, to mediation. Mediation is a process in which the parties meet with an impartial person who helps
731 to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. Before any mediated settlement is
732 binding, the parties to the dispute must agree to the settlement, in writing. The parties will jointly appoint an acceptable mediator
733 and will share equally in the cost of such mediation. The obligation to mediate, unless otherwise agreed, will terminate if the entire
734 dispute is not resolved within thirty days of the date written notice requesting mediation is delivered by one party to the other at that
735 party's last known address (physical or electronic as provided in § 27). Nothing in this Section prohibits either party from filing a
736 lawsuit and recording a *lis pendens* affecting the Property, before or after the date of written notice requesting mediation. This
737 Section will not alter any date in this Contract, unless otherwise agreed.

738 **24. EARNEST MONEY DISPUTE.** Except as otherwise provided herein, Earnest Money Holder must release the Earnest
739 Money following receipt of written mutual instructions, signed by both Buyer and Seller. In the event of any controversy regarding
740 the Earnest Money, Earnest Money Holder is not required to release the Earnest Money. Earnest Money Holder, in its sole subjective
741 discretion, has several options: (1) wait for any proceeding between Buyer and Seller; (2) interplead all parties and deposit Earnest
742 Money into a court of competent jurisdiction (Earnest Money Holder is entitled to recover court costs and reasonable attorney and
743 legal fees incurred with such action); or (3) provide notice to Buyer and Seller that unless Earnest Money Holder receives a copy of
744 the Summons and Complaint or Claim (between Buyer and Seller) containing the case number of the lawsuit (Lawsuit) within one
745 hundred twenty days of Earnest Money Holder's notice to the parties, Earnest Money Holder is authorized to return the Earnest
746 Money to Buyer. In the event Earnest Money Holder does receive a copy of the Lawsuit and has not interpleaded the monies at the time
747 of any Order, Earnest Money Holder must disburse the Earnest Money pursuant to the Order of the Court. The parties reaffirm the
748 obligation of § 23 (Mediation). This Section will survive cancellation or termination of this Contract.

749 **25. TERMINATION.**

750 **25.1. Right to Terminate.** If a party has a right to terminate, as provided in this Contract (Right to Terminate), the
751 termination is effective upon the other party's receipt of a written notice to terminate (Notice to Terminate), provided such written
752 notice was received on or before the applicable deadline specified in this Contract. If the Notice to Terminate is not received on or
753 before the specified deadline, the party with the Right to Terminate accepts the specified matter, document or condition as satisfactory
754 and waives the Right to Terminate under such provision.

755 **25.2. Effect of Termination.** In the event this Contract is terminated, all Earnest Money received hereunder will be returned
756 to Buyer and the parties are relieved of all obligations hereunder, subject to §§ 10.4, 22, 23 and 24.

757 **26. ENTIRE AGREEMENT, MODIFICATION, SURVIVAL; SUCCESSORS.** This Contract, its exhibits and specified
758 addenda, constitute the entire agreement between the parties relating to the subject hereof and any prior agreements pertaining
759 thereto, whether oral or written, have been merged and integrated into this Contract. No subsequent modification of any of the terms
760 of this Contract is valid, binding upon the parties, or enforceable unless made in writing and signed by the parties. Any right or
761 obligation in this Contract that, by its terms, exists or is intended to be performed after termination or Closing survives the same.
762 Any successor to a party receives the predecessor's benefits and obligations of this Contract.

763 **27. NOTICE, DELIVERY AND CHOICE OF LAW.**

764 **27.1. Physical Delivery and Notice.** Any document, or notice to Buyer or Seller must be in writing, except as provided in
765 § 27.2 and is effective when physically received by such party, any individual named in this Contract to receive documents or notices

766 for such party, Broker, or Brokerage Firm of Broker working with such party (except any notice or delivery after Closing must be
767 received by the party, not Broker or Brokerage Firm).

768 **27.2. Electronic Notice.** As an alternative to physical delivery, any notice, may be delivered in electronic form to Buyer or
769 Seller, any individual named in this Contract to receive documents or notices for such party, Broker or Brokerage Firm of Broker
770 working with such party (except any notice or delivery after Closing must be received by the party, not Broker or Brokerage Firm)
771 at the electronic address of the recipient by ~~facsimile~~, email or _____.

772 **27.3. Electronic Delivery.** Electronic Delivery of documents and notice may be delivered by: (1) email at the email address
773 of the recipient, (2) a link or access to a website or server provided the recipient receives the information necessary to access the
774 documents, or (3) ~~facsimile at the facsimile number (Fax No.) of the recipient.~~

775 **27.4. Choice of Law.** This Contract and all disputes arising hereunder are governed by and construed in accordance with
776 the laws of the State of Colorado that would be applicable to Colorado residents who sign a contract in Colorado for real property
777 located in Colorado.

778 **28. NOTICE OF ACCEPTANCE, COUNTERPARTS.** This proposal will expire unless accepted in writing, by Buyer and
779 Seller, as evidenced by their signatures below and the offering party receives notice of such acceptance pursuant to § 27 on or before
780 **Acceptance Deadline Date and Acceptance Deadline Time.** If accepted, this document will become a contract between Seller and
781 Buyer. A copy of this Contract may be executed by each party, separately and when each party has executed a copy thereof, such
782 copies taken together are deemed to be a full and complete contract between the parties.

783 **29. GOOD FAITH.** Buyer and Seller acknowledge that each party has an obligation to act in good faith including, but not limited
784 to, exercising the rights and obligations set forth in the provisions of **Financing Conditions and Obligations; Title Insurance,**
785 **Record Title and Off-Record Title; New ILC, New Survey; and Property Disclosure, Inspection, Indemnity, Insurability, Due**
786 **Diligence, and Source of Water.**

ADDITIONAL PROVISIONS AND ATTACHMENTS

788 **30. ADDITIONAL PROVISIONS.** (The following additional provisions have not been approved by the Colorado Real Estate
789 Commission.)

790 30.1 - Buyer shall deliver, or cause to be delivered, at or before Closing duly executed and acknowledged copies of the Restrictive Covenants (No Irrigation and Revegetation)
791 attached hereto as Exhibit A and the Irrigation Water Lease attached hereto as Exhibit B. The Restrictive Covenants (No Irrigation and Revegetation) shall be recorded in the real
792 property records of Weld County immediately after the deed conveying the property to Buyer is recorded.

793 30.2 - The obligations of the Seller herein, including the obligation to convey the Property to Buyer, are expressly subject to the authorization of this divestment of real property by
794 the City of Greeley Water & Sewer Board and the City of Greeley City Council. In the event that the Board and City Council do not approve this agreement and authorize the
divestment on or before January 27, 2021, this Contract is of no legally binding effect, the Earnest Money shall be returned to the Buyer, and neither party shall have any further
obligation to the other regarding the subject matter herein.

795 **31. OTHER DOCUMENTS.**

796 **31.1.** The following documents are a part of this Contract:

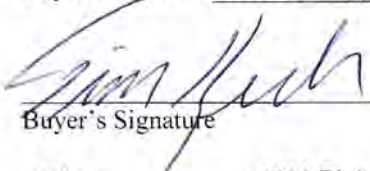
797 Exhibit A - Restrictive Covenants (No Irrigation and Revegetation)
798 Exhibit B - Irrigation Water Lease Agreement

800 **31.2.** The following documents have been provided but are **not** a part of this Contract:

SIGNATURES

805 Buyer's Name: Kindred Properties, LLC

Buyer's Name: _____

Buyer's Signature 

Date 11/10/20

Buyer's Signature _____

Date _____

Address: 1608 Richards Lake Road

Fort Collins, Colorado 80524

Address: _____

Phone No.: N/A (970) 567-0376

N/A

Phone No.: _____

Fax No.: N/A

N/A

Fax No.: _____

Email Address: taherbs@gmail.com

Email Address: _____

806 [NOTE: If this offer is being countered or rejected, do not sign this document.

Seller's Name: The City of Greeley

Seller's Name: _____

[SEE ATTACHED SIGNATURE PAGE]

Seller's Signature _____ Date _____

Seller's Signature _____ Date _____

Address: 1001 11th Avenue, 2nd Floor
Greeley, Colorado 80631

Address: _____

Email Address: adam.jokerst@greeleygov.com

Phone No.: _____

Email Address: copy to: cole.gustafson@greeleygov.com

Fax No.: _____

Email Address: copy to: daniel.biwer@greeleygov.com

Email Address: _____

807

808

END OF CONTRACT TO BUY AND SELL REAL ESTATE

~~32. BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.~~

~~(To be completed by Broker working with Buyer)~~

~~Broker ☐ Does ☐ Does Not acknowledge receipt of Earnest Money deposit. Broker agrees that if Brokerage Firm is the Earnest Money Holder and, except as provided in § 24, if the Earnest Money has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest Money Holder will release the Earnest Money as directed by the written mutual instructions. Such release of Earnest Money will be made within five days of Earnest Money Holder's receipt of the executed written mutual instructions, provided the Earnest Money check has cleared.~~

~~Although Broker is not a party to the Contract, Broker agrees to cooperate, upon request, with any mediation requested under § 23.~~

~~Broker is working with Buyer as a ☐ Buyer's Agent ☐ Transaction-Broker in this transaction. ☐ This is a Change of Status.~~

~~☐ Customer. Broker has no brokerage relationship with Buyer. See § 33 for Broker's brokerage relationship with Seller.~~

~~Brokerage Firm's compensation or commission is to be paid by ☐ Listing Brokerage Firm ☐ Buyer ☐ Other _____.~~

~~Brokerage Firm's Name: _____~~

~~Brokerage Firm's License #: _____~~

~~Broker's Name: _____~~

~~Broker's License #: _____~~

Broker's Signature

Date

Address: _____

Phone No.: _____

Fax No.: _____

Email Address: _____

~~33. BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.~~

~~(To be completed by Broker working with Seller)~~

~~Broker ☐ Does ☐ Does Not acknowledge receipt of Earnest Money deposit. Broker agrees that if Brokerage Firm is the Earnest Money Holder and, except as provided in § 24, if the Earnest Money has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest Money Holder will release the Earnest Money as directed by the written~~

~~mutual instructions. Such release of Earnest Money will be made within five days of Earnest Money Holder's receipt of the executed written mutual instructions, provided the Earnest Money check has cleared.~~

~~Although Broker is not a party to the Contract, Broker agrees to cooperate, upon request, with any mediation requested under § 23.~~

Broker is working with Seller as a ☐ **Seller's Agent** ☐ **Transaction Broker** in this transaction. ☐ This is a **Change of Status**.

☐ **Customer**. Broker has no brokerage relationship with Seller. See § 32 for Broker's brokerage relationship with Buyer.

Brokerage Firm's compensation or commission is to be paid by ☐ **Seller** ☐ **Buyer** ☐ **Other** _____.

Brokerage Firm's Name:

Brokerage Firm's License #:

Broker's Name:

Broker's License #:

Broker's Signature

Date

Address:

Phone No.:

Fax No.:

Email Address:

CITY OF GREELEY SIGNATURE PAGE
Contract to Buy and Sell Real Estate
Between Kindred Properties, LLC, Buyer, and City of Greeley, Seller

THE CITY OF GREELEY, COLORADO

By: _____

Mayor

Dated: _____

ATTEST:

By: _____

City Clerk

APPROVED AS TO SUBSTANCE:

By: _____

City Manager

APPROVED AS TO LEGAL FORM:

By: _____

City Attorney

AVAILABILITY OF FUNDS:

By: _____

Director of Finance

FORM DO NOT EXECUTE

RESTRICTIVE COVENANTS (NO IRRIGATION AND REVEGETATION)

FOR GOOD AND VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, and in order to provide the City of Greeley, a Colorado home rule municipal corporation ("Greeley"), with the maximum benefit available from the present and future use of water pursuant to the water rights acquired or to be acquired by Greeley and described in Exhibit 1 attached hereto and incorporated herein ("Water Rights"), KINDRED PROPERTIES, LLC, a Colorado limited liability company ("Declarant"), agrees, warrants and covenants, and the undersigned leaseholder and lienholder, if any, acknowledge and approve, on Declarant's own behalf and on behalf of all successors in interest, that upon notice from Greeley, Declarant shall cease irrigation on the lands owned by Declarant and described in Exhibit 2 attached hereto and incorporated herein ("Land").

Upon receipt of one hundred and eighty (180) days prior written notice from Greeley, thereafter Declarant and Declarant's successor in interest shall not irrigate the Land. These covenants shall not prohibit Declarant or Declarant's successor in interest from irrigating the Land (i) with other water rights which may in the future be transferred to such lands and judicially approved for such use through an appropriate Water Court proceeding, and in accordance with any future water rights applications filed by Greeley or a successor in interest to the Water Rights; (ii) with water from an existing well or wells to be constructed in the future which are authorized to pump pursuant to a Water Court-approved plan for augmentation; (iii) with water which is not tributary to the South Platte River or any of its tributaries; (iv) or with treated potable water supplied by a municipal or quasi-municipal government water provider ("Alternate Water Rights").

Unless so irrigated, then within two and one half (2½) years from the date Declarant ceases to irrigate the Land or any portion thereof with Alternate Water Rights, Declarant or Declarant's successors in interest shall establish, at Declarant's or Declarant's successors in interest's expense, a ground cover of plant life, as such is defined in C.R.S. § 37-92-103(10.5), on the previously irrigated portions of the Land to satisfy any applicable revegetation and noxious weed management provisions as may be required in a final decree obtained by Greeley, or a successor in interest to the Water Rights, from the District Court for Water Division No. 1, State of Colorado, or a successor court, changing certain water rights from agricultural irrigation purposes to other beneficial purposes, pursuant to C.R.S. § 37-92-305(4.5). Previously irrigated portions of the Land means portions of the Land not occupied by roads, buildings, or other structures, which land was cultivated with crops in accordance with these covenants. Declarant, or Declarant's successors in interest, shall provide notice to Greeley when such revegetation of the Land has been established. Declarant agrees the Land subject to these covenants shall not be planted with crops that are capable of extending roots into the underlying groundwater, including, but not limited to, alfalfa.

Should Declarant or Declarant's successor in interest fail to comply with its obligations hereunder, Greeley shall have the right to come upon the Land and take all measures necessary to accomplish the Declarant's obligations hereunder, including but not limited to revegetation and/or noxious weed management on the Land, provided that Greeley shall also have the right to receive full reimbursement of all of its expenses of accomplishing such revegetation or weed management from Declarant or Declarant's successor in interest. Any and all fees and costs incurred in any necessary action to enforce these covenants by Greeley, including reasonable attorney fees, shall be paid by Declarant. Additionally, Greeley shall have the right to come upon the Land to verify Declarant's compliance with its obligations hereunder, with any such inspections being at the sole expense of Greeley. All rights to enter upon the Land granted herein shall terminate upon a final determination by the District Court for Water Division No. 1, State of Colorado, under the court's retained jurisdiction, that no further actions will be necessary in order to satisfy Declarant's revegetation obligations.

EXHIBIT A

The foregoing covenants shall burden, attach to, and run with the Land and shall be binding upon Declarant and Declarant's successors, assigns and any other person who acquires an ownership or leasehold interest in all or part of the Land; such covenants also shall benefit, attach to, and run with the Water Rights and shall inure to the benefit of Greeley's successors, assigns, and any other person who acquires an ownership interest in the Water Rights. Declarant warrants and represents such covenants shall entitle Greeley to the first and prior right to claim credit for the dry-up or non-irrigation of the Land.

The terms and provisions of these covenants shall not expire and shall be perpetual unless specifically released in writing by Greeley or its successors in interest. The terms and provisions of these covenants may not be terminated, modified, or amended without prior written consent of Greeley or its successors in interest. Any notice may be sent to the Declarant by prepaid U.S. Mail to the Declarant at: 1608 Richards Lake Road, Fort Collins, Colorado 80524.

IN WITNESS WHEREOF, the Declarant have executed this instrument on the _____ day of _____, 2020.

Declarant
KINDRED PROPERTIES, LLC

By: _____

Name: _____

Title: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____ 2021 by _____, as an authorized representative of Kindred Properties, LLC.

Witness my hand and official seal.

Notary Public
My commission expires: _____

EXHIBIT A

EXHIBIT 1
RESTRICTIVE COVENANT (NO IRRIGATION AND REVEGETATION)
(Description of the Water Rights)

All water and water rights, ditches and ditch rights, reservoirs and reservoir rights, and all other rights and interests represented by one-half (0.5) share of capital stock in The Water Supply and Storage Company, evidenced by Stock Certificate No. 6769.

EXHIBIT A

EXHIBIT 2
RESTRICTIVE COVENANT (NO IRRIGATION AND REVEGETATION)
(Description of the Land)

Lot B, Recorded Exemption No. 0707-16-1 RECX17-0100, according to the map recorded August 31, 2017 at Reception No. 4331717, being a part of the East 1/2 of Section 16, Township 7 North, Range 66 West of the 6th P.M.; also known as Parcel No. 070716100006 and consisting of approximately 40.377 acres, more or less.

FORM DO NOT EXECUTE

IRRIGATION WATER LEASE AGREEMENT

This IRRIGATION WATER LEASE AGREEMENT ("Agreement") is entered into this ____ day of _____ 2021, by and between the CITY OF GREELEY, a Colorado home rule municipal corporation acting by and through its Water Enterprise, whose address is 1001 11th Avenue, Second Floor, Greeley, Colorado 80631 ("Greeley"), and KINDRED PROPERTIES, LLC, a Colorado limited liability company whose address is 1608 Richards Lake Road, Fort Collins, Colorado 80524 ("Lessee").

RECITALS

WHEREAS, Greeley owns those certain water rights represented by one-half (0.5) share of capital stock in The Water Supply and Storage Company, evidenced by Stock Certificate No. 6769 ("Water Rights"); and

WHEREAS, Lessee desires to lease the Water Rights from the Greeley for agricultural irrigation on a parcel of real property consisting of approximately 40.377 acres located in Weld County and more particularly described as Lot B, Recorded Exemption No. 0707-16-1 RECX17-0100, according to the map recorded August 31, 2017 at Reception No. 4331717, being a part of the East 1/2 of Section 16, Township 7 North, Range 66 West of the 6th P.M. and also known as Parcel No. 070716100006 ("Property"); and

WHEREAS, Greeley is willing to lease the Water Rights to Lessee for agricultural irrigation on the Property;

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Greeley and Lessee agree as follows.

AGREEMENT

1. Water Rights Lease. Greeley hereby leases to Lessee, and Lessee hereby leases from the Greeley, the above-described Water Rights for the purpose of agricultural irrigation on the Property.

2. Term of Lease. The term of this Agreement begins on the date of mutual execution and ends after a period of ten (10) years ("Initial Term"). At the end of this Initial Term, this Agreement shall renew automatically on an annual basis for five (5) subsequent terms of one (1) year each. ("Renewal Terms"), unless Greeley or Lessee transmits written notice of nonrenewal on or before November 1 of the preceding calendar year. Lessee may terminate this Agreement during the Initial Term, prior to any irrigation season, for any reason by delivering two years' advance written notice to Greeley. Greeley may terminate this Agreement during the Initial Term, prior to any irrigation season, by delivering advance written notice to Lessee on or before November 1 of the preceding calendar year, if Greeley determines in its sole discretion that the Water Rights are needed for any municipal purpose, or if Greeley is required to cease irrigation with the Water Rights by the terms and conditions of a water court decree. Additionally, refer to Section 12 for provisions relating to termination for cause.

3. Annual Lease Amount and Administrative Fee. Lessee shall pay to Greeley an Annual Lease Amount equal to all assessments, charges, and other expenses due and attributable to the Water Rights paid by Greeley to The Water Supply and Storage Company. The Annual Lease Amount shall not be reduced to reflect rebates or other credits attributable to leasing transmountain return flows associated with the Water Rights. Lessee shall also pay to Greeley an Annual Administrative Fee equal to ten percent of that year's Annual Lease Amount,

EXHIBIT B

provided, however, that the Annual Administrative Fee shall not exceed five-hundred dollars (\$500.00). Greeley will provide an invoice of the Annual Lease Amount and Annual Administrative Fee to Lessee, and Lessee shall deliver payment of that total amount to Greeley no later than (i) May 15 of the then current irrigation year, or (ii) within fifteen days of receipt of such invoice from Greeley. Lessee shall also remit to Greeley an additional charge equal to fifteen percent of the Annual Lease Amount for every thirty days that payment required under this Agreement is late.

4. Use of Water Rights. Lessee shall use the water delivered pursuant to the Water Rights only for agricultural irrigation on the Property. Lessee shall not use the Water Rights for any other uses. Lessee shall not use the water delivered pursuant to the Water Rights on any land other than the Property. Lessee shall use the Water Rights in accordance with all rules, regulations, bylaws and policies of The Water Supply and Storage Company. Lessee shall comply with Title 14 (or any successor section) of the Greeley Municipal Code, and all rules, regulations, and laws of the State of Colorado pertaining to use of the Water Rights. Lessee shall take and use the water delivered pursuant to the Water Rights to the fullest extent possible, and shall undertake no action that could be construed as abandonment of the Water Rights or could cause in part or in whole a reduction in the use of the Water Rights. Lessee shall provide advance written notice to Greeley of at least thirty days if they no longer intend to irrigate the entirety of the Property with the Water Rights. Absent written consent from Greeley, Lessee shall not use any water, water rights, ditches, ditch rights, wells, well rights, well permits, carriage rights, reservoirs, or reservoir rights to irrigate the Property, other than water yielded pursuant to the Water Rights.

5. Affidavit of Beneficial Use and Water Court Proceedings. Lessee agrees to deliver to Greeley, on or before May 15 of each calendar year, a completed Beneficial Use Affidavit and Questionnaire, in the form attached hereto as Exhibit A. Lessee acknowledges that Greeley may file an application to change the use of the Water Rights with the Division 1 Water Court for the State Colorado during the term of this Agreement. Lessee agrees to cooperate with Greeley and its agents or representatives in the review and analysis of the historical use of the Water Rights. Upon request from Greeley, Lessee shall provide information regarding use of the Water Rights and reasonable access to the Property during and in preparation for any proceeding before the Division 1 Water Court.

6. Restriction on Sublease and Assignment. Lessee shall not rent, sublet, or otherwise convey the right to use the Water Rights. Lessee shall not assign this Agreement, except to a successive owner or operator of the Property for agricultural irrigation of the Property, and only with written consent from Greeley. Lessee shall request consent from Greeley prior to any purported assignment of this Agreement by advance written notice of at least thirty days. Such consent may be given or withheld in the sole discretion of Greeley.

7. No Vested Interest in Shares or Joint Venture. This Agreement is made expressly subject to Section 17-4 of the Charter of the City of Greeley. Greeley grants no interest in the Water Rights to the Lessee other than as explicitly set forth in this Agreement. Lessee shall make no claim to any rights, title, or interest in the Water Rights other than as explicitly set forth in this Agreement. This Agreement does not create a partnership or joint venture of any kind between the parties, and the Lessee shall bear the entirety of any loss, cost, or expense incurred through their use of the Water Rights on the Property.

8. No Guarantee of Yield. Lessee is entitled to receive the amount of water yielded by the Water Rights, subject to the terms and conditions in this Agreement. Greeley makes no warranty, guarantee, or representation of any kind regarding the quality or physical yield of water to be delivered pursuant to the Water Rights. Lessee shall not hold Greeley liable for any failure in delivery of the water pursuant to the Water Rights, including, but not limited to, that caused by force of nature or failure of water supply infrastructure.

9. Maintenance of Infrastructure. Lessee shall maintain the lateral ditches, headgates, and other personal property necessary to deliver water pursuant to the Water Rights at Lessee's own cost and expense. Lessee

EXHIBIT B

shall make all repairs and restorations necessary to keep the lateral ditches, headgates, and other personal property in good working condition during the term of this Agreement.

10. Indemnification; Immunity. Lessee agrees to exercise Lessee's rights under this Agreement at Lessee's own risk. Lessee shall indemnify and hold harmless Greeley from and against any cost, expense, or liability arising out of this Agreement or related activities. Nothing in this Agreement is intended to constitute 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.

11. Notice. All notices to be given under this Agreement shall be (1) sent by certified or registered mail, return receipt requested, or (2) hand-delivered at the addresses set forth above. Lessee shall provide written notice to Greeley if the appropriate contact information changes.

12. Default and Termination. If either Greeley or Lessee fails to comply with a term or condition herein, such failure constitutes a default of this Agreement. The non-defaulting party may declare the default by providing written notice to the defaulting party in accordance with Paragraph 11 above. Upon receipt of this notice of default, the defaulting party will have fifteen days within which to cure the default. If, in the sole discretion of the non-defaulting party, the default remains uncured after the aforementioned fifteen-day cure period, or after any written extension thereof mutually agreed upon by the parties, the non-defaulting party may declare the Agreement terminated by written notice in accordance with Paragraph 11 above.

(a) Notwithstanding the above, failure by the Lessee to comply with the terms and conditions of Paragraphs 3, 4 or Paragraph 6 of this Agreement constitutes a material breach. In the event that the Lessee commits a material breach, Greeley may immediately terminate this Agreement by written notice to Lessee.

(b) The failure of either party to declare a default or material breach does not establish a precedent or constitute an implied waiver of any subsequent breach of the terms and conditions in this Agreement.

13. Cessation of Irrigation. Upon expiration or termination of this Agreement, Lessee shall immediately cease agricultural irrigation of the Property with the Water Rights.

14. No Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to confer any rights or remedies upon any parties other than Lessee and Greeley, or their respective permissible successors in interest.

15. Recovery of Costs and Fees. In addition to any remedies otherwise available, a party that is successful in a legal action commenced against the other due to a default or material breach of this Agreement may recover from the defaulting party reasonable costs and attorneys' fees incurred during the course of such legal action.

16. Governing Law and Venue. This Agreement shall be governed by and enforced in accordance with the laws of the State of Colorado. Proper venue for any action arising out of this Agreement is the District Court for Weld County, Colorado, or the Division 1 Water Court for the State of Colorado.

17. Severability. In the event a provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, such holding will not invalidate any other provision herein, and the remainder of the Agreement should be interpreted in accordance with the intent of the parties.

18. Integration. This Agreement constitutes a complete integration of the understanding and agreement between Greeley and Lessee with respect to the subject matter herein, and supersedes all other lease agreements regarding the Water Rights. No representations, negotiations, or warranties, express or implied, exist between

EXHIBIT B

Greeley and Lessee except as explicitly set forth in this Agreement. This Agreement may only be modified in a written form duly authorized, approved, and executed by Greeley and Lessee.

19. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Executed copies of this Agreement may be delivered by electronic means. The parties agree to accept and be bound by signatures hereto delivered by electronic means.

20. Recording. Lessee shall not record this Agreement in the real property records of any jurisdiction. This Agreement is not intended to run with the land as a covenant burdening real property.

IN WITNESS WHEREOF, the undersigned parties have executed this Irrigation Water Lease Agreement on the date first set forth above.

LESSEE
KINDRED PROPERTIES, LLC

By: _____

Date: _____

CITY OF GREELEY,
a Colorado home rule municipal corporation
acting by and through its Water Enterprise

By: _____
Mayor

Date: _____

ATTEST

By: _____
City Clerk

ACKNOWLEDGMENT

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____ 20__ by _____, as an authorized representative of Lessee.

Witness my hand and official seal.

Notary Public
My commission expires: _____

EXHIBIT B

EXHIBIT A
IRRIGATION WATER LEASE AGREEMENT
(Beneficial Use Affidavit and Questionnaire)

ANNUAL AFFIDAVIT OF BENEFICIAL USE OF WATER RIGHTS

DESCRIPTION OF WATER RIGHTS:

Ditch or Reservoir Company: _____
 Shares or Interest: _____

Name and address of owner and user of water rights:

Owner: City of Greeley
Water and Sewer Department
1001 11th Avenue, Second Floor
Greeley, Colorado 80631

User(s): _____

Year water rights were used as described: _____

DESCRIPTION OF IRRIGATED LAND:

Legal description and size/acreage of land irrigated by above-mentioned water rights:

Name and address of owner(s) of above-mentioned irrigated land if different from owner or user of the water rights:_____.

I have not intended to abandon the aforementioned water rights during my period of use. I state that the information contained here and in the attached Questionnaire Regarding Use of Water Shares, which is incorporated herein by reference, is known to me and is correct.

The undersigned _____, having personal knowledge of the irrigation of the above described lands by virtue of being the owner and/or person who has farmed and irrigated those lands, being first duly sworn, hereby states that the information provided in this statement is true and accurate.

Signed and dated this _____ day of _____, 20__.

[AFFIANT]

ACKNOWLEDGMENT

STATE OF COLORADO)
) ss.
COUNTY OF)

EXHIBIT B

The foregoing instrument was acknowledged before me this ____ day of _____ 20__ by _____.

Witness my hand and official seal.

Notary Public

My commission expires: _____

QUESTIONNAIRE REGARDING USE OF WATER SHARES

*The person completing this questionnaire need not necessarily be the Lessee,
but must have personal knowledge of the information provided*

1. Name: _____
Mailing Address: _____

Telephone: _____
Facsimile: _____
Email Address: _____
2. The information provided below pertains to ____ shares of the _____ Company, represented by Certificate No. _____ (hereinafter "Shares").
3. Did you use the Shares pursuant to a Lease Agreement? _____
Date of the Lease: _____
Name of Lessee (if different from Question 1): _____
Name of Lessor: _____
4. The information in this questionnaire relates to my use of the Shares during the [20__] irrigation season (hereinafter "Lease Year").
5. Do you still own the farm or parcel irrigated by these Shares? _____
6. Was your use of the Shares during the Lease Year consistent with all terms and conditions of the Lease Agreement and with the bylaws, rules, regulations, and policies of the ditch company? _____
7. What is the legal description of the farm or parcel on which these Shares were used?
8. What is the total size of the farm or parcel? _____ acres.
9. What is the size of the area(s) on the farm or parcel that was irrigated? _____ acres.
10. What is the size of the area(s) on the farm or parcel that was irrigated using water from the Shares? _____ acres.

EXHIBIT B

11. Please provide the following information regarding how the water from these Shares is delivered.

- Location and ID Number of the head gate at the main ditch: _____.
- Name and general location of any lateral(s) delivering the water to the land historically irrigated: _____.
- Identification of any carrier or lateral ditch stock required to deliver these rights: _____.
- Approximate location of pumps, if used: _____.
- Approximate location and size of storage ponds or reservoirs, including tail water ponds, if used: _____.

12. How was water applied during the Lease Year? Sprinkler _____ Furrow _____ Flood _____
Other/Combination (Describe): _____.

13. What was the irrigation season for the Lease Year? Start Date: _____ Stop Date: _____

14. During the Lease Year, did you divert and irrigate with all water available under the Shares? _____.
If no, please explain the reason why all water was not taken, approximately how much was not taken, and for how long: _____

_____.

15. Other than the Shares leased, was any other water (including other shares that are in the same Company as the Shares that are the subject of this questionnaire) used to irrigate the farm or parcel on which the Shares are/were used during the Lease Year? If so, please provide the following information.

- Number of shares: _____
- Ditch Company: _____
- Number of any Irrigation Wells: _____
- Identification and Permit No. of any Irrigation Wells: _____.
- Capacity of Irrigation Wells: _____
- Approximate location of Irrigation Wells: _____.
- Any other water used: _____

16. Describe how the water has been used, including the estimated percentage of the total irrigation supply provided by such water: _____
_____.

17. During the Lease Year, what crops were grown on the land irrigated by the Shares?

1. Crop: _____ Percentage: _____ Location: _____
2. Crop: _____ Percentage: _____ Location: _____

EXHIBIT B

3. Crop: _____ Percentage: _____ Location: _____
4. Crop: _____ Percentage: _____ Location: _____
5. Crop: _____ Percentage: _____ Location: _____
6. Crop: _____ Percentage: _____ Location: _____

18. Were the lands on which the Shares were used subirrigated? Yes _____ No _____

19. If possible, please provide a map, sketch, or aerial photograph showing locations of (*check if included*):

- _____ Farm or Parcel
_____ Areas irrigated by the Shares during the Lease Year
_____ Areas irrigated with other water
_____ Lateral ditches, wells, pumps, pipelines, storage reservoirs, or tail water ponds

I understand that I may be required to sign an affidavit attesting to the accuracy, to the best of my knowledge, of the information provided herein.

Signature: _____ Date: _____

Agreement for the Divestment of Danielson II Farm Property

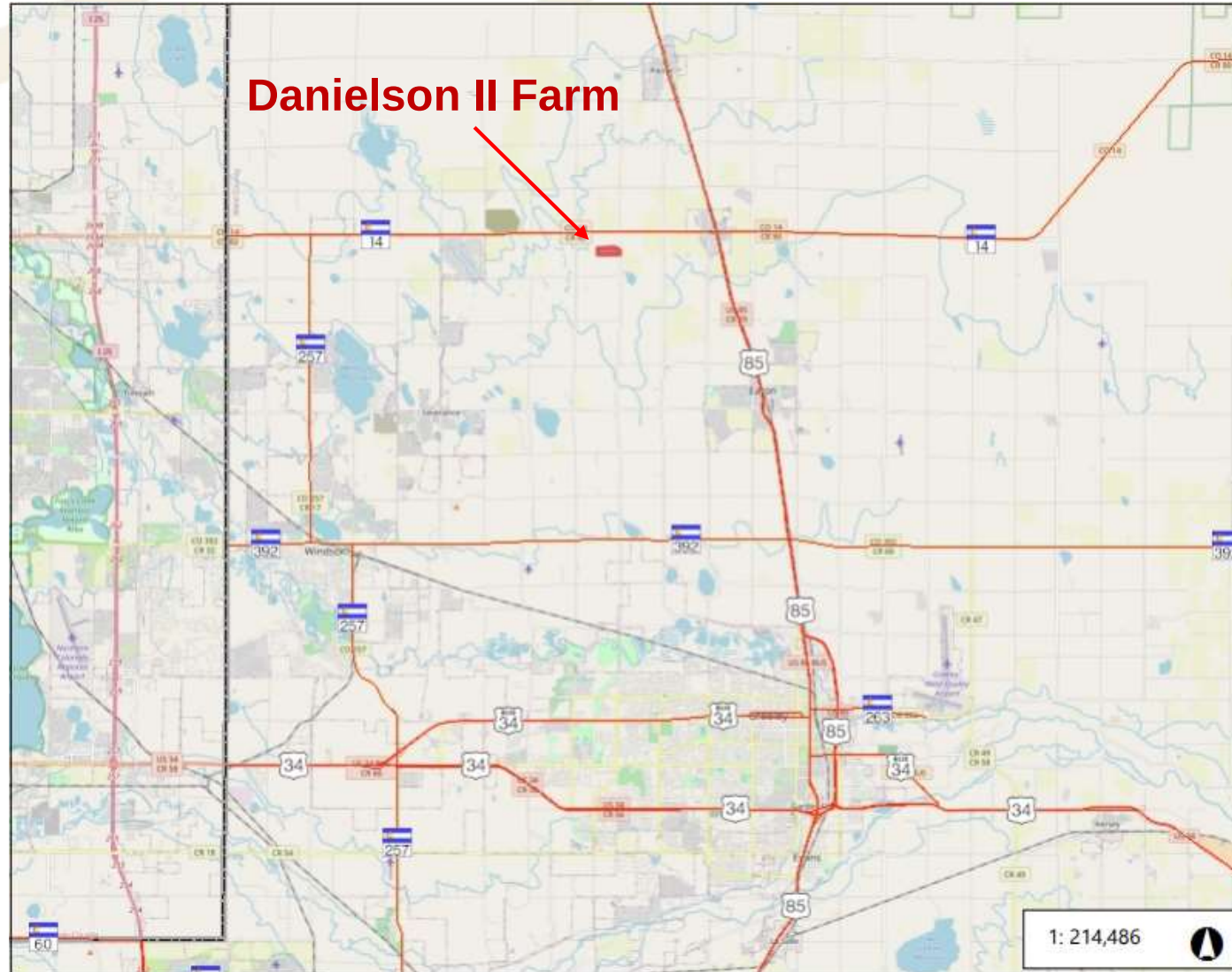
Presented to Greeley City Council

By Greeley Water & Sewer Dept.

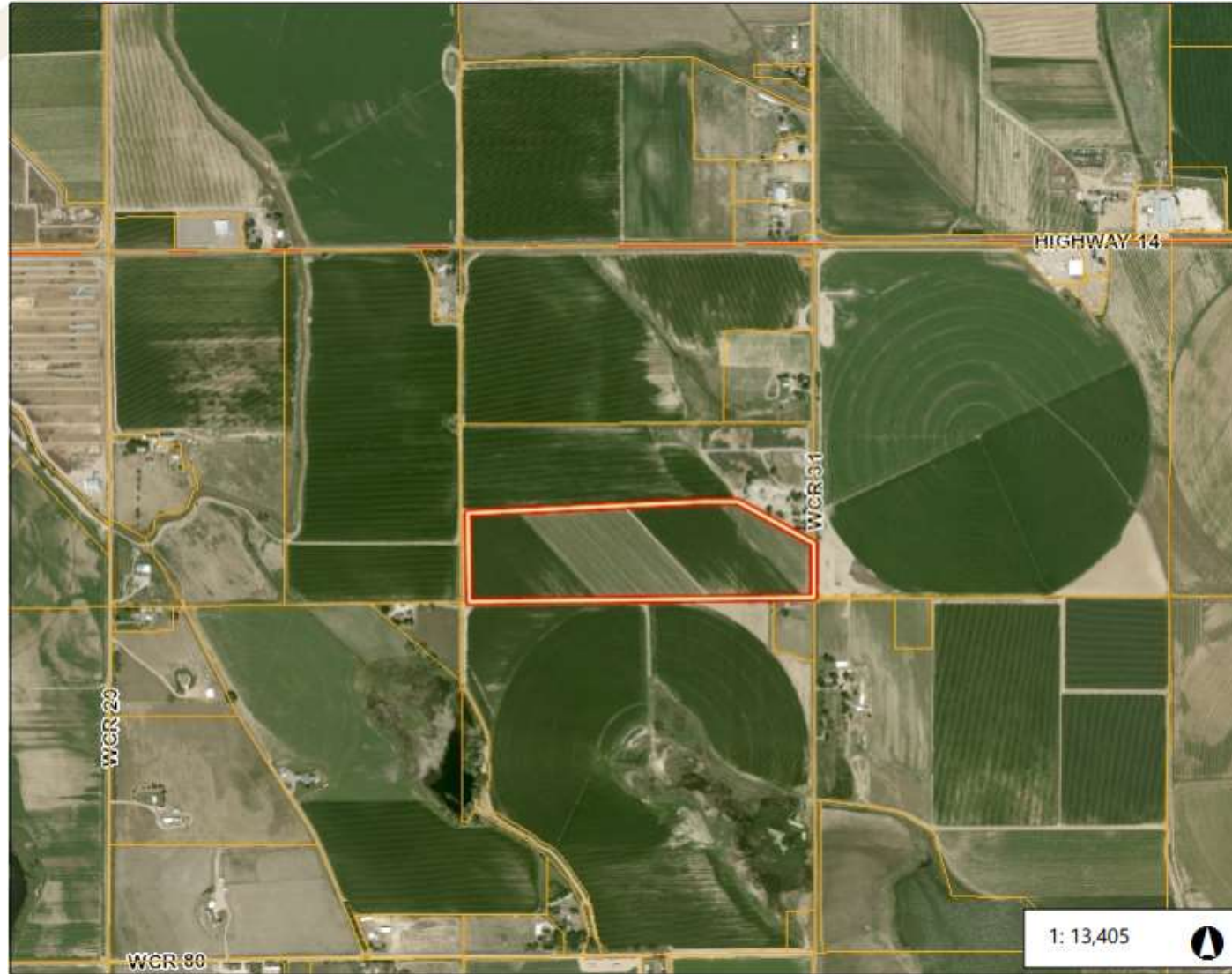
December 1, 2020
&
December 15, 2020



Danielson II Farm Property Location



Danielson II Farm Property Aerial



Danielson II Farm Property Divestment

- Greeley acquired 40 +/- acres of farm land with 1.5 shares of Water Supply and Storage Company (WSSC) \$1,241,920.00 in 2017.
 - \$1,012,500 for water
 - \$229,420 for land (valued at \$5,700 per acre)
- 2020 dry land property appraisal: \$242,000 (\$6,000/Acre)
 - Offer from Tim Kerbs, \$242,000
- Benefits of divestment:
 - Reduces maintenance overhead for City of Greeley
 - W&S Dept. can seek to re-appropriate sale proceeds for additional investments in water rights
 - Land is maintained in agricultural use



Danielson II Farm Property Divestment

- Buyer is a farmer and will continue to use the property for agriculture
- \$10,000 earnest money
- No brokerage commission
- Buyer pays for diligence
- City obtains dry-up and revegetation covenants
- Leaseback
 - 10 year primary lease of water rights
 - Lease may be extended for up to 5, 1-year terms



Recommended Action

Staff Recommends Approval of the Ordinance and Agreement for Divestment of the Danielson II Farm Property

Note: At its Nov. 18, 2020 regular meeting, the Greeley Water and Sewer Board approved the sale agreement and recommended to City Council the authorization for sale of the Danielson II Farm Property





Questions?



Council Agenda Summary

December 1, 2020

Agenda Item Number 18

Key Staff Contact: John Karner, Finance Director, 350-9732

Title:

Introduction and first reading of an ordinance appropriating additional sums to defray the expenses and liabilities of the City of Greeley for the balance of the fiscal year of 2020 and for funds held in reserve for encumbrances at December 31, 2019

Summary:

This is the forth additional appropriation ordinance modifying the 2020 budget. This appropriation ensures that existing commitments in progress at 2019 year end can be completed in 2020, designates funds for additional commitments, and appropriates new grants that have been awarded.

Fiscal Impact:

Does this item create a fiscal impact on the City of Greeley?	Yes
If yes, what is the initial, or, onetime impact?	\$ 23,163,409
What is the annual impact?	\$ 23,163,409
What fund of the City will provide Funding?	See Ordinance
What is the source of revenue within the fund?	Fund Balance, CARES Act, Operating Transfers, Grants, Intergovernmental Agreement, Expense Reimbursement, Insurance & Damage Recoveries, Registration Fees, Cash In Lieu, and Private Contributions.
Is there grant funding for this item?	Yes, Items 1, 2, 3, 12, 18C, 18D 18E,18F, 18G, 18I, 18J, 18K, 18L, 18N, 18O, 18Q, 19, 20, 22, 23, 26, 32, 33, 35, 41, 42, 43, 44, 47, 48, 49, 50, 51, 52, 54, 56, & 56
If yes, does this grant require a match?	Yes, Item 3, 12, 32
Is this grant onetime or ongoing?	Onetime
Additional Comments:	Total appropriations made by this ordinance are \$23,163,409. The following funding sources will be used to cover the appropriations made by this ordinance.

	Fund Balance	\$ 7,912,678
	CARES Act	4,849,987
	Grants for Transit Buses & Operations	3,982,609
	Operating Transfers	2,353,074
	Intergovernmental Agreement	1,819,664
	Grant	1,341,860
	Expense Reimbursement	572,591
	Private Contributions	180,557
	Damage & Insurance Recoveries	143,189
	Registration Fees & Cash In Lieu	7,200
	Grand Total	\$ 23,163,409

Legal Issues:

City Charter prohibits actual expenditures from exceeding appropriations at the fund level. This ordinance will ensure that this does not occur.

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 December 15, 2020.

Attachments:

Ordinance

Detail Supporting Schedule

THE CITY OF GREELEY
ORDINANCE NO.____, 2020

AN ORDINANCE APPROPRIATING ADDITIONAL SUMS TO DEFRAY THE EXPENSES AND LIABILITIES OF THE CITY OF GREELEY FOR THE BALANCE OF THE FISCAL YEAR OF 2020 AND FOR FUNDS HELD IN RESERVE FOR ENCUMBRANCES AT DECEMBER 31, 2019.

WHEREAS, the City of Greeley has or will incur expenses for certain activities described below during the 2020 fiscal year, and

WHEREAS, the revenues received in the City of Greeley in 2019, exceeded the amount of revenues estimated in the 2019 Budget by more than the total amount of the expenditures in the same year;

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

Section 1. In accordance with section 5-17 of the Greeley Charter, from actual and anticipated revenues which exceed the revenue estimates in the 2020 budget and amounts held in fund balance reserves from 2019, there is hereby appropriated the following designated sums to be allocated for use during the remainder of 2020:

Fund	Total
001 General Fund	\$ 11,618,912
103 Community Development	292,429
104 Streets & Roads	173,542
106 Sales & Use Tax	1,891
108 Designated Revenue	(821,135)
112 NEAHR Grants	418,155
113 Weld Drug Task Force Equitable Sharing	82,000
200 General Debt Service	(840,674)
301 Public Improvement	3,189,226
303 Public Art	77,245
304 Food Tax	592,716
312 Transportation Development	450,000
318 Quality of Life	4,162
321 Keep Greeley Moving	8,887
401 Sewer	127,840
404 Water	2,409,818
406 Water Capital Replacement	3,594,950
407 Water Rights Acquisition	1,500,000
408 Cemetery	9,361
409 Municipal Golf Courses	17,279
410 Downtown Parking	10,986
411 Stormwater	15,706
502 Equipment Maintenance	30,785
503 Information Technology	111,917
504 Health	1,618
505 Workers' Compensation	1,127

Fund	Total
507 Liability	76,412
513 Information Technology Acquisition	2,278
607 Community Memorials	5,976
Grand Total	\$ 23,163,409

Section 2. All actions heretofore taken (not inconsistent with the provisions of this ordinance) by the officers, agents and employees of the City in connection with this appropriation are hereby ratified, approved and confirmed.

Section 3. This Ordinance shall become effective five (5) days after its final publication as is provided by Section 3-16 of the Greeley Charter,

PASSED AND ADOPTED, SIGNED AND APPROVED THIS ____ DAY OF _____, 2020.

ATTEST:

THE CITY OF GREELEY

City Clerk

BY _____
Mayor



City of Greeley
2020 Appropriation No. 4
City Council Meetings: December 1st & 15th

Fund	Funding Source	Description	Fund Balance	Revenue	Expenditures	Net Impact
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Coronavirus Aid, Relief, and Economic Security Act (CARES ACT)

The Coronavirus Aid, Relief, and Economic Security Act, also known as the CARES Act, is a \$2.2 trillion economic stimulus bill passed by the 116th U.S. Congress and signed into law by President Donald Trump on March 27, 2020 in response to the economic fallout of the COVID-19 pandemic in the United States.

The CARES Act requires that the payments from the Coronavirus Relief Fund only be used to cover expenses that are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19); were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government; and were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.

Expenditures that meet this criteria have been submitted or are planned to be submitted for CARES ACT reimbursement and are grouped in total in the applicable funds.

TOTAL CARES ACT			-	4,849,987	4,849,987	-
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001 General Fund

1 CARES ACT	General Fund: CARES ACT Expenditures: Salaries, Benefits, Worker's Compensation, Paid Leave, Personal Protective Equipment (PPE), Equipment & Cleaning Supplies. In addition, the City is partnering with Weld County to contribute to the Weld County Recovery Fund with a contribution of \$372,914 (Total of \$745,828 for 2020) that will be reimbursed by the CARES Act. These funds will be partnered with the total allotment provided by Weld County in the amount of \$2,314,061. These funds will support local businesses affected by the disruption of services and the workforce during the current crisis.	-	4,175,060	4,175,060	-
2 Grant	The Transit Division is requesting to use Federal Transit Administration CARES Act funding to balance out the Transit budget overages due to COVID and other unexpected expenditures. Due to COVID, wages, benefits, and overtime have increased. Additional interior bus cleanings were required, and extra buses needed to be added to routes because of the reduced capacity & social distancing practices. Planning services were increased to comply with the federally mandated safety plan requirements, and higher than normal snow removal costs were needed in the early spring of 2020 at the Greeley Evans Regional Transportation Center. The Transit Division received a grant from the Federal Transit Administration under the 2020 Coronavirus Aid, Relief, and Economic Security (CARES) Act in the amount of \$7.2 million to cover all operating expenses incurred after January 20, 2020. The CARES funding requires no local match and was made available to support capital, operating, and other expenses in response to COVID.	-	620,100	620,100	-
3 Grant	The Transit Division is requesting funding for four replacement fixed-route buses and seven paratransit vehicles that have exceeded their useful lives. These vehicles are operating at a higher cost due to increased maintenance. Although these vehicles were originally requested for replacement in 2021 through the City budget process, lower general fund revenues necessitated the postponement of their replacements. Staff has worked with the North Front Range Metropolitan Planning Organization (NFRMPO), the Colorado Department of Transportation (CDOT), and the Federal Transit Administration (FTA) to secure the additional funding necessary to procure with no local match requirements. Funding for these vehicles will be provided by a variety of grants and toll credit sources to support the transit and transportation projects impacted by COVID. Grant and toll credit sources will cover 100% of the replacement costs (\$3,362,509). Congestion Mitigation and Air Quality (CMAQ Grants) will fund \$2,077,244 with \$431,826 funded by the Toll Credit Program, and the remaining \$853,349 funded from the 2020 Coronavirus Aid, Relief, and Economic Security (CARES) Act.	-	3,362,509	3,362,509	-
4 Private Contributions	\$5,000 in grant funds are anticipated to be received from the Greeley Area Recovery Fund Grant to pay for Licensees State Fees. This request is to account for the increased charges and reimbursement.	-	5,000	5,000	-
5 Contingency Funds	Contracted services related to the Keep Greeley Moving renewal scheduled for 2021.	60,000	-	60,000	-

Fund	Funding Source	Description	Fund Balance	Revenue	Expenditures	Net Impact
6	Cash In Lieu	This request is to appropriate a cash-in-lieu payment to remove Russian Olive trees on the property that were acquired near the Fox Run subdivision. After several years of working with the developer to get the property into an acceptable condition, the only remaining issue is the presence of several Russian Olive trees. To realize a timely closing on the property acquisition, City staff agreed to allow the developer to make a cash-in-lieu payment for the removal of these trees. The work can only be done when the ground is frozen due to their presence in a wetland area. The work is to be performed during the 2020-2021 winter season.	-	6,000	6,000	-
7	Expense Reimbursement	Charges for the Ice Haus, originally approved in the 2020 as part of the supplemental process, need to be capitalized, requiring the expenditures to be allocated to the General Fund. The Greeley Ice Haus has an approximately 1,800 sq. ft. storefront room located in the front of the facility (off of 8th Avenue). The original purpose of the room was a full-service pro shop, a venture that is not viable in current market conditions. The room has been occupied by GTV8 as well as the newly formed Communications and Engagement Department in recent years but is now vacant. With over 20,000 daily admissions and 1,400 program participants annually, Recreation would like to create an off-ice training area for programming for participants. This off-ice training area would include a puck shooting area for hockey players, a jump area and mirrors for figure skaters, and other areas to stretch and prepare for events and competitions. Included in this request is the addition of rubberized flooring so that skaters can enter the area off of the main lobby while still wearing ice skates. Conservation Trust Fund dollars (only available for parks and recreation projects) would be utilized to provide one-time dollars to pay for the equipment and flooring and installation. This area will allow for additional social distancing, be extremely popular for participants, and will generate revenue for the facility.	-	89,150	89,150	-
8	Expense Reimbursement & Insurance Recoveries	This request is to transfer funds from the insurance recoveries and expense reimbursement accounts as a result of insurance reimbursements. This request also includes a partial reimbursement for the Residential Treatment Program for Emerald Ash Borer. There were damages to City property which resulted in trees that need to be removed on 10th Street for private residences. The damages were to City vehicles that occurred in our parking lot by vandalism and rogue tree branches. These funds will replace money already spent to repair the damaged vehicles and to pay the traffic control provider.	-	10,757	10,757	-
9	Contingency Funds	This request is to utilize contingency funds for Communications & Engagement contracted services (\$43,375) and the funding of positions based upon the Finance Assessment which may include the addition of a Deputy Finance Director position or other positions (\$169,868). Additionally, \$81,000 is being requested for potential executive search recruitments for Fire, Public Works, and Deputy City Manager Positions.	294,243	-	294,243	-
10	Private Contributions	Great Western Petroleum has donated funds to be used for the enhancement of the emergency management capabilities of the Greeley Fire Department. Funding from this donation will be used to purchase communications equipment for the new Assistant Emergency Manager who will start in early 2021. This equipment includes a radio, batteries, and a charger.	-	5,000	5,000	-
11	Private Contributions	Through the Fire Department's completion of a survey regarding COVID-19 the Colorado Rural Health Center gave Greeley Fire a Grant for \$2,147.43 which will be used to off-set expenditures associated with COVID-19.	-	2,147	2,147	-
12	Grant	The Emergency Management Performance Grant (EMPG) was given to the Greeley Fire Department to help fund the Emergency Operations Center's response to the pandemic. The funds will be used to purchase remote work stations for the Emergency Operations Center. Funds will also be used to purchase technology equipment for the backup Emergency Operations Center in the new Fire Station 6. This grant requires matching funds, which will come from CARES funding.	-	7,529	7,529	-
13	Private Contributions	PDC Energy has donated funds for the purchase of gas detectors for all front line fire apparatus. These detectors provide constant air monitoring on emergency scenes to protect citizens and fire personnel. There are currently four gas detectors that will be replaced with this funding.	-	10,000	10,000	-
14	Expense Reimbursement	This request is to appropriate the funds received for personnel expenditures associated with deployment for hurricane Laura. Greeley Fire deployed one fire personnel with Colorado Task Force 1 to assist with hurricane Laura search and rescue efforts. Reimbursements will be from Urban Search & Rescue (US&R).	-	8,132	8,132	-

Fund	Funding Source	Description	Fund Balance	Revenue	Expenditures	Net Impact
15	Private Contributions	Funding from JBS will be used to help cover the costs associated with personal protective equipment and personnel testing equipment. Personal protective equipment is critical for safety amidst COVID-19, which has created additional expenses related to personal protective equipment and personnel testing not part of the original budget.	-	61,410	61,410	-
16	Private Contributions	Atmos Energy has donated funds to be used towards trench and collapse rescue gear. In 2020, the safety standards for this equipment have changed. Our outdated gear will be replaced to meet current standards. This new equipment will provide a greater level of safety in open trenches and structural collapses.	-	7,000	7,000	-
17	Expense Reimbursement	This appropriation details the expenditures and reimbursements for multiple deployments of Greeley Fire personnel to various wildland fires throughout the state. Reimbursements include personnel, benefits, fuel, lodging, food, and other related expenditures. Expenditure reimbursement for wildland fire mitigation is part of an agreement between the City of Greeley and the State of Colorado, who will provide reimbursement for all costs associated with the deployments.	-	388,406	388,406	-
18A	Insurance Recoveries	Accident Repairs to Vehicles: By the end of 2020, the Greeley Police Department should receive approximately \$60,000 in insurance recoveries. The Greeley Police Department is provided insurance reimbursements to cover the repair costs when cruisers are damaged in accidents.	-	60,000	60,000	-
18B	Expense Reimbursement	Auto Theft Prevention Overtime & Equipment: The Greeley Police Department has been awarded funding from the Colorado State Patrol for auto theft prevention. Funding will be used to cover expenditures for overtime and equipment. By the end of the year, \$20,000 will have been spent on overtime and \$43,729 for equipment.	-	63,729	63,729	-
18C	Grant	Cameron Peak Fire Traffic Control: The help of the Greeley Police Department was requested to assist with traffic control during the wildfires this fall. The Greeley Police Department will be reimbursed by Colorado Homeland Security and Emergency Management for the required overtime. We anticipate working nearly 1,500 hours, which would equate to \$100,000.	-	100,000	100,000	-
18D	Grant	COVID-19 Related Police Department Expenditures: The Greeley Police Department was awarded \$135,000 from the Justice Assistance COVID Grant (JAG), which will pay for safety equipment. This includes personal protective equipment, cleaning supplies, sanitizer, and related safety items for our first responders. \$15,000 of these funds will be spent in 2020.	-	15,000	15,000	-
18E	Grant	Data Driven Approach to Crime & Traffic Safety Overtime: The Greeley Police Department has been awarded funding from the Colorado Department of Transportation for our Data Driven Approach to Crime and Traffic Safety (DDACTS) project. The requested use of these grant funds is for overtime expenditures which will total \$75,000 at year-end.	-	75,000	75,000	-
18F	Grant	Drug Task Force Investigative Expenditures: The Weld County Drug Task Force (WCDF) receives funds from the High Intensity Drug Trafficking Award (HIDTA). This year, awards totaled \$100,195 for 2020. These grant funds are used for investigations personnel, overtime, building leases, and vehicle leases in conjunction with our drug task force.	-	100,195	100,195	-
18G	Expense Reimbursement	Evidence Auction Sales: This request is to appropriate funds that have been received for auction sales. Items in evidence can be sold at these auctions. The Greeley Police Department has received \$10,000 more than what was budgeted in 2020.	-	10,000	10,000	-
18H	Grant	Gang Investigations Overtime: The Greeley Police Department's Gang Unit has received funds from the Colorado Division of Criminal Justice to pay for related overtime. Expenditures will amount to approximately \$20,000 by the end of 2020.	-	20,000	20,000	-
18I	Grant	Investigation of Unlicensed Marijuana: The Greeley Police Department was awarded \$261,663 by the Department of Local Affairs in regards to the Gray & Black Marijuana Enforcement Grant. This grant is to provide financial assistance through reimbursement for the expenses related to the investigations of unlicensed marijuana cultivation. \$225,140 of these grant funds were spent in 2020.	-	225,140	225,140	-

Fund	Funding Source	Description	Fund Balance	Revenue	Expenditures	Net Impact
18J Grant		License Plate Reader: The Greeley Police Department was awarded \$82,460 for the Justice Assistance Grant (JAG). These funds will not only be used to purchase a license plate reader, they will also be used to reimburse the Weld County Sheriff's Office portion of the grant as the sub-recipient.	-	82,460	82,460	-
18K Grant		Overtime Expenditures: Click It or Ticket: The Greeley Police Department has received the Click it or Ticket Grant from the Colorado Department of Transportation in the amount of \$7,625. Funding has been awarded and used in full to offset overtime expenditures.	-	7,625	7,625	-
18L Grant		Overtime Expenditures: High Visibility Enforcement: The Greeley Police Department has been awarded a High Visibility Enforcement (HVE) grant from the Colorado Department of Transportation. By the end of 2020, approximately \$22,000 of the grant will be used for overtime expenditures.	-	22,000	22,000	-
18M Operating Transfer: Weld Drug Task Force Equitable Sharing		Equitable & Non-Equitable funds will need to be appropriated to purchase police supplies and equipment purchases.	-	82,000	82,000	-
18N Grant		Salaries, Equipment, Supplies & Volunteer Expenditures: The Greeley Police Department's Victim Assistant Unit (VAU) has received funds from the Victims of Crime Act Assistance (VOCA). These funds are used to pay for one full-time and two-part time employees. They are also used to purchase equipment and supplies for our coordinators and volunteers. The Greeley Police Department has received \$130,185 but needs to appropriate \$83,673.	-	83,673	83,673	-
18O Grant		Sims Ammunition: The Greeley Police Department was awarded \$3,022 for the Peace Office Standards and Training (POST) grant. These funds were used to pay for sims ammunition.	-	3,022	3,022	-
18P Registration Fees		Special Weapons and Tactics (SWAT) Course Materials: The Greeley Police Department hosted a Special Weapons and Tactics (SWAT) for sniper and basic training. Outside agencies are required to pay \$100 for registration. The Greeley Police Department pays for the equipment and materials for the course. \$1,200 has been received in registration fees, which we are requesting to use to cover the related training expenditures.	-	1,200	1,200	-
18Q Grant		Training Expenditures: The Greeley Police Department was awarded a grant from the Internet Crimes Against Children (ICAC) for \$4,089. These funds were used to offset training expenditures.	-	4,089	4,089	-
18R Intergovernmental Agreement		Victim Services Contributions: Currently, there are 11 jurisdictions that use our Victims Services unit and pay an annual fee. In 2020, we have received \$16,000 in contribution fees. This request is to allocate those funds.	-	16,000	16,000	-
001 General Fund			354,243	9,729,333	10,083,576	-
103 Community Development						
19 Fund Balance / Grant / Private Contributions		Grant funds are being distributed for the Community Development Block Grant and HOME programs along with income derived from these programs. The following properties are part of the HOME project: 1334 29th Street Road, 1338 29th Street Road, 1342 29th Street Road, 1346 29th Street Road, 208 30th Avenue, 212 30th Avenue	184,457	107,972	292,429	-
103 Community Development			184,457	107,972	292,429	-
104 Streets & Roads						
20 CARES ACT		Streets & Roads Fund: CARES ACT Expenditures: Personal Protective Equipment (PPE), Paid Leave & Cleaning Supplies	-	169,535	169,535	-
21 Expense Reimbursement		Public Works will assist the #3 Ditch Company to burn their section of the ditch as they do not have a water truck. This request is for funds related to the rental cost of the water truck and employee overtime to be received from the #3 Ditch Company. This was not a budgeted item due to not knowing the ditch company would request the Division to help again this year. This is the second year the division has done this.	-	4,007	4,007	-
104 Streets & Roads			-	173,542	173,542	-

Fund	Funding Source	Description	Fund Balance	Revenue	Expenditures	Net Impact
106 Sales & Use Tax						
22	CARES ACT	Sales & Use Tax Fund: CARES ACT Expenditures: Paid Leave	-	1,891	1,891	-
106 Sales & Use Tax			-	1,891	1,891	-
108 Designated Revenue						
23	CARES ACT	Designated Revenue Fund: CARES ACT Expenditures: Paid Leave	-	4,375	4,375	-
24	Fund Balance	Weld County School District 6, as a Designated Access Provider, applied with the City requesting Public, Educational, and Government Access (commonly referred to "PEG") grant funds. These funds will be used to purchase and install specialized equipment necessary to produce local content associated with educational programming. This will ensure the local content is consistent with the expectations of the City's cable franchise agreement. Local content has been identified within the application as Board of Education meetings. These grant funds will pay for a NewTek TriCaster TC410 Plus BASE Bundle (\$13,490.00) as well as installation, configuration, and testing of the system (\$2250.00).	15,740	-	15,740	-
25	Fund Balance	This request is to distribute funds for the proper allocation of sales tax administrative expenditures.	17,000	-	17,000	-
108 Designated Revenue			32,740	4,375	37,115	-
112 NEAHR Grants						
26	Grant	This grant was awarded by the State to the City of Greeley as the Fiscal Agent for the Northeast Colorado All Hazards Region. This will allow the funds to be expended and later requested as reimbursements from the State of Colorado. The State Department of Public Safety has awarded the City of Greeley, as the Fiscal Agent, the 2020 Northeast Colorado All Hazards Region (NEAHR) grant in the amount of \$418,155. The expenditures are designated by the Regional Homeland Security Coordinator and the Grant Steering Committee. This appropriation will allow the use of these funds to later be requested as reimbursements from the State of Colorado. All fiscal agent expenditures will be reimbursed via a State Pass-Through grant from the Colorado Department of Public Safety.	-	418,155	418,155	-
112 NEAHR Grants			-	418,155	418,155	-
200 General Debt Service						
27	Operating Transfer: Designated Revenue	In 2019 Certificates of Participation (COP) were issued for the construction of two Fire Stations and a fire engine for \$10.9 million. Debt was budgeted in 2020 with the inclusion of principal payments. Interest payments only are scheduled on the debt until 2024 when principal payments will then be paid. This requests aligns the budget by reducing the interest and principal payments accordingly.	-	(858,250)	(858,250)	-
28	Operating Transfer: Public Improvement	This request will move the funds from the Public Improvement escrow account to the Debt Service escrow account. This transfer of funds will allow the City to close out the Greeley Certificates of Participation (2019 Cost of Issuance Account) held with Zions Bank. All costs of issuance have been paid and the City will utilize the remaining balance of \$17,576 toward future interest payments.	-	17,576	17,576	-
200 General Debt Service			-	(840,674)	(840,674)	-

Fund	Funding Source	Description	Fund Balance	Revenue	Expenditures	Net Impact
301 Public Improvement						
29	Intergovernmental Agreement / Operating Transfer: General Fund	In collaboration with School District 6 with funding provided by the District, Boomerang Links Golf Course will be re-aligned on 4 fairways to accommodate the construction of a new K-8 campus. This is a new project predicated on the desire of Weld School District to utilize existing Boomerang golf course property along 4th Street and 71st Avenue (Fairways #10, 11, 12, and a portion of #13). The City will ultimately exchange land to make the Boomerang Links Golf Course "whole" and this project will construct new tee boxes, fairways, greens, and cart paths on "new" land being exchanged with District 6. The project will also entail new irrigation on all 9 holes on the south end of the course (#10-#18) and the City will fund the portion of the course not impacted by the new construction (a portion of #13 and #14-#18) plus management of the course when construction is completed. Weld School District is providing funding (\$1,763,664) towards the reconstruction of the golf course and 4 new fairways as part of the intergovernmental agreement. Funding from the General Fund in the amount of \$1.0 million was saved that was originally allocated for the Police records building. This request will use those funds along with an addition \$85,366 from the General Fund's fund balance towards the completion of the remaining irrigation on 5 other fairways along with maintenance of the new turf and fairways. [See Fund 406 for the related portion of this request]	-	2,849,000	2,849,000	-
30	Intergovernmental Agreement	This request is to utilize private funds to expand the parking lot at Centennial Library. With the construction of the new #2 Fire Station at Centennial Park and the demolition of the original building, there is an opportunity to expand the south side parking lot at the Centennial Library. The High Plains Library District (HPLD) will pay for the parking lot expansion while utilizing the same contractor for the Fire Station project. Funding is from an Intergovernmental Agreement between the City of Greeley and the High Plains Library District/Centennial Library. Total project cost is \$140,000.	-	40,000	40,000	-
31	Fund Balance	This request is to appropriate funds to build a second salt shed at 4th Street and 35th Avenue. Funds will be utilized from the 2019 sale of recycled asphalt, which are currently held in Public Improvement Fund (301) fund balance. This second salt shed will result in reduced response times to the western part of the City during the snow season. Trucks are currently traveling over 2 additional miles to 11th Avenue and A Street to reload salt.	82,650	-	82,650	-
32	Fund Balance / Grant	The City of Greeley was awarded a grant from the state that will allow the replacement of severely degraded concrete panels around the Greeley Evans Transit bus barn. The concrete panels have made snow maintenance difficult and are a safety concern for drivers and staff. An Intergovernmental Agreement with the Colorado Department of Transportation (CDOT) for grant funding was approved by Council in 2018, but the funds were not appropriated. The City was also awarded a funding advancement from CDOT for the Surface Transportation and Economic Recovery (FASTER) grant for \$160,000. Funds totaling \$40,000 will be utilized from the 2019 sale of recycled asphalt.	40,000	160,000	200,000	-
301 Public Improvement			122,650	3,049,000	3,171,650	-
303 Public Art						
33	CARES ACT	Public Art Fund: CARES ACT Expenditures: Paid Leave	-	833	833	-
34	Operating Transfer: Liability	This request is to appropriate funding for a replacement of a damaged sculpture, 'Winds of Change'. The sculpture was unexpectedly damaged by a vehicle that lost control. The original artist who created the sculpture has agreed to build a replacement for the same location. Additional funding will be needed: \$22,412 for demolition, and \$42,200 for the sculpture replacement. \$11,800 is also being requested for contingency.	-	76,412	76,412	-
303 Public Art			-	77,245	77,245	-
304 Food Tax						
35	CARES ACT	Food Tax Fund: CARES ACT Expenditures: Paid Leave	-	1,716	1,716	-
36	Fund Balance	Additional funds are needed to complete the two scheduled sanitation system upgrades. One of the sanitation system upgrades is to help with disinfection at the Family FunPlex and Recreation Center pools. The second sanitation system upgrade is for the Centennial pool. Both projects entail mandatory upgrades to mechanical systems that support the Colorado and Weld County Health Code requirements. It will also allow the systems to adapt to an impending Universal Model Aquatics Code for swimming pools.	85,000	-	85,000	-

Fund	Funding Source	Description	Fund Balance	Revenue	Expenditures	Net Impact
37 Fund Balance: Project Savings		This request is to provide funding for a new central irrigation control platform (Baseline Irrigation Control). The City of Greeley Parks Division has been operating the Rain Bird® Maxicom Central Irrigation Control platform for approximately 15 years. Over the last five years, there have been minimal upgrades to the software or operating components. Because of this shift, the Maxicom controllers and components have become hard to find and are cost-prohibitive to repair. Less than 50% of our controllers interface properly, and the central computer alone has had 3 catastrophic failures this season. The original intent was to spread the replacement over 5 years, but because of the demise of Maxicom, the immediate replacement is necessary to support irrigation activities and maximum water efficiency. Savings of \$250,000 from the Youth Sports Irrigation project and \$50,000 from the Bittersweet Irrigation project will provide funding for the request.	300,000	-	300,000	-
38 Fund Balance: Project Savings		As a result of project savings, funds are requested to expedite highly scored projects currently planned for 2022-2023 to 2021: Due to asset condition, it is suggested that the Fire Station 5 Roof be moved forward. The roof is 22 years old and has reached the end of its useful life. The replacement of this roof will protect interior assets, restore skylights, and extend the life of the structure. To ensure public safety, funds are requested to move the funding forward to replace the netting at the Ice Haus, since the netting has aged and caused safety concerns. For improved project coordination, the acceleration of the Rodarte Center Restroom Remodel, currently scheduled for 2023 will take place during the kitchen remodel in 2020. Completing both of these projects together will allow fewer interruptions, but will potentially reduce project cost.	186,000	-	186,000	-
39 Fund Balance: Project Savings		This request advances the necessary design fees associated with the Rodarte Center's kitchen remodel from 2021 to 2020. Construction will be slated for 2021. This remodel will ensure compliance with the required health codes. Due to the complexity of the project, it is necessary to appropriate funds to engage licensed designers as soon as possible. Mechanical engineers, structural engineers, electrical engineers, and an architect with commercial kitchen design experience are required for a project of this nature to produce a safe & fully operating commercial kitchen.	20,000	-	20,000	-
304 Food Tax			591,000	1,716	592,716	-
312 Transportation Development						
40 Operating Transfer: General Fund		To ensure safety and improve traffic flow, a new traffic signal will be installed at 20th St & 50th Avenue. A traffic signal is warranted at the location and is currently on the Road Development unfunded list. Ahead of the Aims Welcome Center completion in December of 2021, this signal will be designed and constructed next year to improve traffic flow through this intersection. General fund contingency funds are being requested due to the insufficient funding in road development.	-	450,000	450,000	-
312 Transportation Development			-	450,000	450,000	-
318 Quality of Life						
41 CARES ACT		Quality of Life Fund: CARES ACT Expenditures: Paid Leave	-	4,162	4,162	-
318 Quality of Life			-	4,162	4,162	-
321 Keep Greeley Moving						
42 CARES ACT		Keep Greeley Moving Fund: CARES ACT Expenditures: Paid Leave	-	8,887	8,887	-
321 Keep Greeley Moving			-	8,887	8,887	-
401 Sewer						
43 CARES ACT		Sewer Fund: CARES ACT Expenditures: Information Technology, Paid Leave, Personal Protective Equipment (PPE) & Cleaning Supplies	-	127,840	127,840	-
401 Sewer			-	127,840	127,840	-

Fund	Funding Source	Description	Fund Balance	Revenue	Expenditures	Net Impact
404 Water						
44	CARES ACT	Water Fund: CARES ACT Expenditures: Paid Leave, Personal Protective Equipment (PPE), Thermometers, Disinfecting & Cleaning Supplies	-	159,818	159,818	-
45	Fund Balance	This request is to appropriate funding to cover expenses as a result of the Cameron Peak Fire. The Cameron Peak Fire has burned 200,000+ acres of Greeley's Poudre River watershed, where half of Greeley's water supplies are diverted. Mitigation work needs to be done to protect Greeley's water supply and water supply infrastructure. Mitigation work will involve the installation of sediment basins at Chambers, Barnes, Comanche, Hourglass, and Peterson reservoirs. Wattles and log jam debris prevention structures will also need to be installed to minimize erosion. Aerial mulching will be required on as many acres as possible to minimize further erosion and sedimentation impacts.	750,000	-	750,000	-
404 Water			750,000	159,818	909,818	-
406 Water Capital Replacement						
29	Fund Balance	This request is to provide funding for construction to replace and relocate non-potable infrastructure at Boomerang. This will accommodate a more efficient system in support of the land exchange between School District 6 and the City of Greeley. A 2018 assessment of the golf course's non-potable system found that 240 acre-feet or more of water is wasted each irrigation season and could be recaptured through infrastructure improvements. While rebuilding the system poses a significant opportunity for water conservation, a subsequent cost-benefit analysis revealed the project to be cost-prohibitive without funding partners. The recent purchase by Greeley - Evans School District 6 of 88 acres within the Boomerang South Golf Course has presented an opportunity for Water and Sewer to revisit this important project. A majority of the requested project budget will be spent on constructing the new pump station, excavating a new storage pond, and lining all ponds. Project design is scheduled to be complete this year with existing funding. Construction will begin in 2021. [See Fund 301 for the related portion of this request]	3,594,950	-	3,594,950	-
406 Water Capital Replacement			3,594,950	-	3,594,950	-
407 Water Rights Acquisition						
46	Operating Transfer: Water	Appropriate funding in the Water Acquisition fund allows the City to effectively develop raw water supplies. This request is to transfer Water Operating Reserves to the Water Acquisition fund to enable cash-funding of the capital program. After modeling anticipated 2020 revenues and capital funding expenditures, it was determined that a \$1.5 million transfer from the Water Operating fund to the Water Acquisition fund is necessary to balance out the funds and support cash-funding of the 407 capital program. The 2020 Water Operating ending fund balance is estimated to be \$18.4 million, well above the target reserve of \$4.6 million.	-	1,500,000	1,500,000	-
407 Water Rights Acquisition			-	1,500,000	1,500,000	-
408 Cemetery						
47	CARES ACT	Cemetery Fund: CARES ACT Expenditures: Protective Shield Guards, Personal Protective Equipment (PPE), Equipment & Cleaning Supplies	-	9,361	9,361	-
408 Cemetery			-	9,361	9,361	-
409 Municipal Golf Courses						
48	CARES ACT	Municipal Golf Courses Fund: CARES ACT Expenditures: Paid Leave, Personal Protective Equipment (PPE) & Equipment	-	17,279	17,279	-
409 Municipal Golf Courses			-	17,279	17,279	-
410 Downtown Parking						
49	CARES ACT	Downtown Parking Fund: CARES ACT Expenditures: Paid Leave	-	10,986	10,986	-
410 Downtown Parking			-	10,986	10,986	-

Fund	Funding Source	Description	Fund Balance	Revenue	Expenditures	Net Impact
411 Stormwater						
50	CARES ACT	Stormwater Fund: CARES ACT Expenditures: Paid Leave	-	15,706	15,706	-
411 Stormwater			-	15,706	15,706	-
502 Equipment Maintenance						
51	CARES ACT	Equipment Maintenance Fund: CARES ACT Expenditures: Information Technology, Personal Protective Equipment (PPE), Disinfecting & Supplies	-	30,785	30,785	-
502 Equipment Maintenance			-	30,785	30,785	-
503 Information Technology						
52	CARES ACT	Information Technology Fund: CARES ACT Expenditures: Paid Leave & Information Technology	-	106,730	106,730	-
53	Expense Reimbursement	This request is properly allocate funds so that Information Technology can pay for two software licenses. The first request is to transfer funds from Economic Health & Housing to Information Technology for their Office 365 Dynamic Subscription. The second request is to transfer funds from Public Works to Information Technology for their field capturing software (Utilisync).	-	5,187	5,187	-
503 Information Technology			-	111,917	111,917	-
504 Health						
54	CARES ACT	Health Fund: CARES ACT Expenditures: Paid Leave & Thermometers	-	1,618	1,618	-
504 Health			-	1,618	1,618	-
505 Workers' Compensation						
55	CARES ACT	Workers' Compensation Fund: CARES ACT Expenditures: Paid Leave	-	1,127	1,127	-
505 Workers' Compensation			-	1,127	1,127	-
513 Information Technology Acquisition						
56	CARES ACT	Information Technology Acquisition Fund: CARES ACT Expenditures: Paid Leave	-	2,278	2,278	-
513 Information Technology Acquisition			-	2,278	2,278	-
607 Community Memorials						
57	Fund Balance	The City received a grant from the State Historical Fund in January of 2020, to hire a consultant to develop a Historic Resource Survey Plan. The plan includes prioritizing, funding, and conducting historic resource surveys in Greeley east of 35th avenue. This is an area with the highest concentration of buildings over 50 years old. This will guide future historic preservation surveys to document and identify historic resources and areas in Greeley. The grant totaled \$15,000, with a cash match of \$5,987. This request is to appropriate the cash match that was not included in the third appropriation. No intergovernmental agreements or resolutions have been needed, only a simple contract with the state.	5,976	-	5,976	-
607 Community Memorials			5,976	-	5,976	-
Total (Less Additional Operating Expenditures Between Funds)			5,636,016	15,174,319	20,810,335	-

Fund	Funding Source	Description	Fund Balance	Revenue	Expenditures	Net Impact
Operating Transfers						
18M	Fund Balance	Police Supplies & Equipment - Operating Transfer of Fund Balance: Weld Drug Task Force Equitable Sharing to General Fund	82,000	-	82,000	-
27	Fund Balance	2019 COP Alignment - Operating Transfer of Fund Balance: Designated Revenue to General Debt Service	(858,250)	-	(858,250)	-
28	Fund Balance	2019 COP Principal Payment - Operating Transfer of Fund Balance: Public Improvement to General Debt Service	17,576	-	17,576	-
29	Fund Balance	Boomerang Fairway Redevelopment with District 6 - Operating Transfer of Fund Balance: General Fund to Public Improvement	1,085,336	-	1,085,336	-
34	Damage Recoveries	Winds of Change Sculpture Replacement - Operating Transfer of Damage Recoveries: Liability to Public Art	-	76,412	76,412	-
40	Contingency Funds	New Traffic Signal: 20th St & 50th Ave - Operating Transfer of Contingency Funds: General Fund to Transportation Development	450,000	-	450,000	-
46	Fund Balance	Water Rights Acquisition Fund Cash Balancing - Operating Transfer of Fund Balance: Water to Water Rights Acquisition	1,500,000	-	1,500,000	-
Total Additional Operating Expenditures Between Funds			2,276,662	76,412	2,353,074	-
Grand Total			7,912,678	15,250,731	23,163,409	-

Council Agenda Summary

December 1, 2020

Agenda Item Number 19

Key Staff Contact: Maria E. Gonzalez Estevez, Human Resources Director, 970-888-1857

Title:

Introduction and first reading of an ordinance amending §2.04.070 of the Greeley Municipal Code establishing the salary for the Mayor and the salary for members of the Greeley City Council

Summary:

City of Greeley Charter §2.6 requires that (a) the compensation for the City Council (including Mayor and City Council members) be set by ordinance; and (b) the compensation of any City Council member cannot be increased or decreased during the City Council member's term. In accordance with this Charter provision, City Council compensation is set by §2.04.070 which also requires a review of City Council compensation once every four-years. Since the most recent review of City Council compensation was completed in 2016, the matter must be reviewed again by January 2021.

The Human Resources Department completed a review of City Council compensation (including the position of Mayor) across 9 comparable Colorado communities as outlined below.

City	Year Updated	Mayor	Council Members
Greeley Current	2016	\$18,000	\$12,000
Arvada	2020	\$18,000	\$13,800
Boulder	2020	\$12,205	\$12,205
City of Brighton	2020	\$16,800	\$14,400
City and County of Broomfield	2020	\$13,200	\$9,600
City of Fort Collins	2020	\$15,360	\$10,236
City of Loveland	2020	\$12,000	\$7,200
Longmont	2020	\$18,000	\$14,400
Thornton	2015	\$24,000	\$18,000
Westminster	2020	\$17,736	\$12,672

Based on this review, the Human Resources Department is recommending adjustments in City Council compensation as provided below:

City	Year Updated	Mayor	Council Members
Greeley Current	2016	\$18,000	\$12,000
Average		\$16,367	\$12,501
Greeley Proposed	2020	\$18,000	\$12,600

- Mayor – No increases
- Council member – from \$1000 monthly to \$1,050 monthly

In accordance with the City Charter requirement that no compensation adjustments occur within the current City Council member's term, the following schedule reflects the implementation period based on each City Council member's current term. Any adjustments approved by the Council would take effect following the seating of the newly elected City Council member:

Area	Year
Ward I	2023
Ward II	2021
Ward III	2021
Ward IV / Mayor Pro Term	2023
At Large	2021
At Large	2023

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?	\$7,350
What fund of the City will provide Funding?	General Fund
What is the source of revenue within the fund?	Yes
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:

Upon action by the City Council, any adjustments to City Council compensation will be implemented in accordance with §2-6 of the City Charter.

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 December 15, 2020.

Attachments:

Ordinance

CITY OF GREELEY, COLORADO
ORDINANCE NO. _____ 2020

AN ORDINANCE AMENDING SECTION 2.04.070 OF THE GREELEY
MUNICIPAL CODE ESTABLISHING THE SALARY FOR THE MAYOR
AND THE SALARY FOR MEMBERS OF THE GREELEY CITY COUNCIL

WHEREAS, Section 2-6 of the Greeley Municipal Charter authorizes the Greeley City Council to set the compensation of the Mayor and members of City Council by ordinance;

WHEREAS, Section 2-6 of the Greeley Municipal Charter prohibits the Greeley City Council from increasing or decreasing the compensation of any member of the Council during their term; and

WHEREAS, Section 2.04.070 of the Greeley Municipal Code sets the compensation for the Mayor and members of City Council and provides that the City Council shall review the compensation every four years; and

WHEREAS, the Human Resources Department has reviewed the compensation paid to elected officials in the surrounding communities and has determined that an increase in compensation for the City Council members is warranted; and

WHEREAS, the City Council finds that Section 2.04.070 of the Greeley Municipal Code should be amended to increase the level of compensation paid to Council members; and

WHEREAS, pursuant to Section 2-6 of the Greeley Municipal Charter, the increase in compensation for Council members shall not be effective during the current terms of the existing Council members; and

WHEREAS, the City Council finds that this ordinance is in the best interests of the citizens of the City of Greeley.

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

Section 1. Section 2.04.070 of the Greeley Municipal Code is hereby amended as follows:

2.04.070 Compensation - Mayor and Members of City Council

- A. The Mayor shall receive one thousand five hundred dollars (\$1,500.00) per month and each council member shall receive one thousand fifty dollars (\$1,050.00) per month for each month served as a member of the City Council. In the event the Mayor or member of City Council serves for less than a full month, he or she shall receive the pro rata share of his or her monthly salary representing the actual time served during that month.

- B. The Mayor and members of City Council, during their term as a member of City Council, are authorized to participate at their own expense in any fringe benefit program available to City employees.
- C. The City Council shall review the compensation of the Mayor and members of City Council at least once in the four (4) year period following the effective date of this ordinance.
- D. The compensation set forth herein shall be effective for those terms beginning after the effective date of this ordinance.

Section 2. The ordinance shall become effective five (5) days after its final publication as provided by Article 3-16 and 3-17 of the Greeley Municipal Charter.

PASSED AND ADOPTED, SIGNED AND APPROVED THIS _____ DAY OF _____, 2020.

ATTEST:

THE CITY OF GREELEY, COLORADO

BY: _____
City Clerk

BY: _____
Mayor

Council Agenda Summary

December 1, 2020

Agenda Item Number 20

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

Brittany Hathaway, Planner, 970-350-9823

Title:

Introduction and first reading of an Ordinance changing the official zoning map of the City of Greeley, Colorado, from I-L (Industrial Low Intensity) to R-M (Residential Medium Density) for approximately 0.870 acres located at 134, 140 and 148 14th Avenue, known as the 14th Avenue Rezone

Summary:

The City of Greeley is considering a request to rezone .87 acres of property from I-L (Industrial Low Intensity) to R-M (Residential Medium Density). The subject sites are located at 134, 140 & 148 14th Avenue and are currently undeveloped.

On the 1949 zoning map, the northern lot addressed 134 14th Avenue was zoned "F" (Industrial District) and the southern lot addressed 140 & 148 14th Avenue was zoned "E" (Commercial District). On the 1958 zoning map, the properties addressed 140 & 148 14th Avenue were zoned to "F" (Industrial District). The properties remain zoned Industrial to this day with the current designation being I-L (Industrial Low Intensity).

Residential uses were allowable within the I-L zone until adoption of the 1976 Development Code. The applicant (City of Greeley) requests to rezone to R-M with the intention of selling the lots for private development of single-family or two-family residential uses, ensuring compatibility with the surrounding neighborhood.

The Planning Commission will consider this request on November 24, 2020.

Fiscal Impact:

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

Legal Issues:

Consideration of this matter is a quasi-judicial process.

Other Issues and Considerations:

None noted.

Applicable Council Priority and Goal:

Consistency with Comprehensive Plan and Development Code standards.

Decision Options:

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

Council's Recommended Action:

A motion to introduce the ordinance and schedule the public hearing and final reading for December 15, 2020.

Attachments:

Ordinance

Vicinity Map

Planning Commission Summary (Staff Report) (November 24, 2020)

CITY OF GREELEY, COLORADO

ORDINANCE NO. ____, 2020

CASE NO. ZON2020-0003

AN ORDINANCE CHANGING THE OFFICIAL ZONING MAP OF THE CITY OF GREELEY, COLORADO, FROM I-L (INDUSTRIAL LOW INTENSITY) TO R-M (RESIDENTIAL MEDIUM DENSITY) FOR APPROXIMATELY 0.870 ACRES LOCATED AT 134, 140 AND 148 14TH AVENUE, KNOWN AS THE 14TH AVENUE REZONE

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

Section 1. The following described property located in the City of Greeley is hereby changed from the zoning district referred to as s referred to as I-L (Industrial Low Intensity) to R-M (Residential Medium Density) zoning for 0.870 acres, in the City of Greeley, County of Weld, State of Colorado:

See attached legal description

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

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

PASSED AND ADOPTED, SIGNED AND APPROVED, THIS ____ DAY OF _____, 2020.

ATTEST:

THE CITY OF GREELEY

City Clerk

Mayor

Legal Description

A parcel of land, being inclusive of Lot 7, Block 1, Billings and Sylvester Subdivision recorded April 9, 1910 as Reception No. 154105 of the Records of Weld County, and inclusive of Lot 1, Block 1, Billings Subdivision recorded January 4, 1905 as Reception No. 99897 of the Records of Weld County and a portion of 14th Avenue Right of Way, 2nd Street Right of Way and 20' Alley Rights of Way, located in the Northeast Quarter (NE1/4) of Section Six (6), Township Five North (T.5N.), Range Sixty-five West (R.65W.) of the Sixth Principal Meridian (6th P.M.), City of Greeley, County of Weld, State of Colorado and being more particularly described as follows:

COMMENCING at the intersection of the Easterly Right of Way of 14th Avenue and Southerly Right of Way of BNRR and assuming the Easterly Right of Way line of 14th Avenue, between the Southerly Right of Way of BNRR and the South line of Lot 7, Block 1, Billings and Sylvester Subdivision, as bearing South 00°30'00" West, being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/2011, a distance of 462.48 feet with all other bearings contained herein relative thereto;

THENCE South 00°30'00" West a distance of 412.44 feet to the North line of said Lot 7 and to the POINT OF BEGINNING;

THENCE North 89°59'17" East along the North line of said Lot 7 a distance of 203.17 feet to the centerline of a 20' Alley;

THENCE South 00°05'01" West along said centerline a distance of 61.07 feet to the center line of a 20' Alley;

THENCE North 89°43'17" West along said center line a distance of 122.85 feet to the East line of said Lot 1, extending North to the centerline of said 20' Alley;

THENCE South 00°10'31" East along said East line a distance of 194.49 feet to the centerline of 2nd Street;

THENCE South 89°48'44" West along said centerline a distance of 119.83 feet to the centerline of 4th Avenue;

THENCE North 00°05'01" East along said centerline a distance of 255.31 feet to the North line of said Lot 7, extended West to the centerline of said 4th Avenue;

THENCE North 89°59'17" East along said North line a distance of 38.63 feet to the POINT OF BEGINNING.

Said described parcel of land contains 37,898 Square Feet or 0.870 Acres, more or less ($\pm$), and is Acres, more or less ($\pm$), and is subject to any rights-of-way or other easements of record or as now existing on said described parcel of land.

PLANNING COMMISSION SUMMARY

ITEM: Rezone from I-L (Industrial Low Intensity) to R-M (Residential Medium Density)

FILE NUMBER: ZON2020-0003

PROJECT: 14th Avenue Rezone

LOCATION: 134, 140 & 148 14th Avenue

APPLICANT: City of Greeley

CASE PLANNER: Brittany Hathaway, Planner III

PLANNING COMMISSION HEARING DATE: November 24, 2020

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 application in the form of a finding based on the review criteria in Section 18.30.050(c)(3).

EXECUTIVE SUMMARY

The City of Greeley is considering a request to rezone property located at 134, 140 and 148 14th Avenue, including adjacent right-of-way to the centerline of the roadway, totaling approximately 0.870 acres (37,898 square feet) from I-L (Industrial Low Intensity) to R-M (Residential Medium Density) (*see Attachments A, B, C, and D*).

A. REQUEST

The applicant is requesting approval of a rezone (*see Attachment A*).

B. STAFF RECOMMENDATION

Approval.

C. LOCATION

Abutting Zoning:

North: I-L (Industrial Low Intensity)

South: I-L (Industrial Low Intensity) and C-L (Commercial Low Intensity) on the south side of 2nd Street.

East: I-L (Industrial Low Intensity)

West: R-H (Residential High Density) and C-L (Commercial Low Intensity) on the west side of 14th Avenue.

Surrounding Land Uses:

North: Single-family residences

South: Single-family residences and Our Lady of Peace Catholic Church

East: Single-family residences

West: Single-family residence and Island Grove Village Apartments

Site Characteristics:

The site areas are flat and undeveloped and primarily covered with dirt and gravel. An unpaved alley bifurcates 134 14th Avenue and 140 14th Avenue. There is also a solid fence that borders the north side of 134 14th Avenue. Attached sidewalks exist along 14th Avenue and 2nd Street.

D. BACKGROUND

The properties were originally platted as part of the City of Greeley Union Colony Plat. Public streets and alleys were dedicated with the Billings Subdivision circa 1905 (Reception No. 99897), which also included the properties addressed 140 and 148 14th Avenue. The most recent subdivision was the Billings and Sylvester Subdivision circa 1910 (Reception No. 154105), which included the property addressed 134 14th Avenue.

Similar to the Sunrise neighborhood, the Billings neighborhood has a mix of residential and industrial uses with primary zoning being I-L (Industrial Low Intensity). The subject properties are primarily surrounded by residential uses with the exception of the Our Lady of Peace Catholic Church located on the south side of 2nd Street.

Properties along 14th Avenue, both north and south of the subject properties, have a development pattern with a mix of residential, institutional, and industrial uses (*see Attachments A and B*).

The subject sites have been industrially zoned since the 1940s-50s. If the properties were to be rezoned, the City of Greeley would make the properties available for private development of infill residential uses as allowed in the R-M (Residential Medium Density) zone district. Due to surrounding uses being single-family and multi-family, the proposed zoning would conform to existing development patterns. Prior to development, in addition to building permits, a subdivision may also be required pending site layout and proposed development.

APPROVAL CRITERIA

Development Code Section 18.30.050 Rezoning Procedures

For the purpose of establishing and maintaining sound, stable and desirable development within the City, the rezoning of land is to be discouraged and allowed only under circumstances provided for in this Section [of the Code]. This policy is based on the opinion of the City Council that the City's zoning map is a result of a detailed and comprehensive appraisal of the City's present and future needs regarding land use allocation and other zoning considerations, and, as such, should not be amended unless to correct manifest errors or because of changed or changing conditions in a particular area of the City in general.

The review criteria found in Section 18.30.050(c)(3) of the Development Code shall be used to evaluate the zoning amendment application.

- 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: Significant development/redevelopment has not occurred in this area over many decades. The neighborhood has remained stable, with residential uses in the immediate vicinity of the subject properties despite opportunities for industrial and commercial development due to existing industrial zoning.

Rezoning to R-M is compatible with the existing neighborhood, offering a transition between single-family residential and multi-family residential uses along 14th Avenue.

This criterion is not applicable to this request.

- 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 northern lot addressed as 134 14th Avenue has been zoned industrial since 1949. The lot adjacent to 2nd Street, addressed 140 & 148 14th Avenue, has been zoned industrial since 1958. The properties have been vacant for well over 15 years.

Despite the industrial zoning, much of the Billings neighborhood has remained residential. There appears to be little interest in assembling smaller parcels into larger lots, which would be needed to develop land for industrial uses. The rezoning from I-L to R-M would allow for potential affordable housing options and infill development.

This 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 to this request.

- d) **Are there detrimental environmental impacts, such as flood plains, 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: There are no known detrimental environmental conditions existing on site and the site is not located within a floodplain

This criterion is not applicable to this request.

- 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 proposed rezoning is necessary in order to allow for the expansion of historical residential uses within an industrial area.

The City of Greeley’s “Strategic Housing Plan” encourages the correction of such zoning mismatches in order to promote housing choice, a variety of housing, and reinvestment in existing neighborhoods.

This 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, and pedestrian systems and parks and recreational facilities)?**

Staff Comment: City services such as water, sewer, police, and fire are already available to the site. Sidewalks exist along the west and south sides of the property.

The City’s plans for the property would result the development of residential uses where industrial uses would currently be permitted. As such, the proposed rezoning should not negatively impact the neighborhood, rather it would ensure compatibility with established residential uses. If the property were rezoned, plans for infill development would be reviewed by staff for compliance with Development Code criteria.

The proposal complies with this criterion.

- 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 the applicable zoning overlay requirements?**

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

Education, Health, and Human Services:

- **EH-4.3 Infill Compatibility:** Discourage land use changes, zoning changes, and/or new developments that will negatively impact the safety of students while attending school, travelling to and from a school, or diminish residential population in areas that are served by neighborhood schools.

Growth & City Form:

- **GC-4.1 Priority Infill/Redevelopment Areas:** Following the guidance of adopted neighborhood plans and studies, use incentives and infrastructure investments to support infill development and redevelopment in priority locations, such as designated redevelopment and urban renewal areas.
- **GC-6.3 Neighborhood Character:** Maintain, enhance, and protect the character of established neighborhoods while recognizing the need for established neighborhoods to evolve to meet city needs.
- **GC-6.5 Neighborhood Reinvestment:** Monitor and address conditions that contribute to distress, disinvestment and blight in older areas of the community through neighborhood plans and their implementation.

Staff Comment: The proposed rezone supports the conservation of an existing neighborhood by ensuring conflicting use patterns are limited. Approval of the rezone would protect adjacent residential uses by preventing the subject properties from redevelopment into more intense industrial uses, which could impact the character of the neighborhood and quality of life.

The proposed rezone would also allow for new infill development of single-family or two-family uses to meet City needs for affordable housing options.

The proposal complies with this criterion.

h) What is the potential impact of the proposed rezoning upon an approved Zoning Suitability Plan for the property?

Staff Summary: Staff does not anticipate any adverse effects due to the rezone request.

The proposal complies with this criterion.

E. PHYSICAL SITE CHARACTERISTICS

1. SUBDIVISION HISTORY

The subject properties are known as Lot 7 of Block 1, Billings and Sylvester Subdivision and Lot 1 of Block 1, Billings Subdivision.

2. HAZARDS

Staff is unaware of any potential hazards that presently exist on the site.

3. WILDLIFE

The subject site is not located in an area identified for moderate or high wildlife impacts. There are no known impacts that would occur to wildlife if the site is rezoned.

4. FLOODPLAIN

The proposed rezone boundary is not located within the 100-year floodplain or floodway, according to the adopted Federal Emergency Management Administration (FEMA) flood data.

5. DRAINAGE AND EROSION

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

6. TRANSPORTATION

There are no proposed changes to the properties access. No additional impacts are anticipated to be generated by the proposed rezone.

F. SERVICES

1. WATER

Water services are available and can adequately serve the subject property.

2. SANITATION

Sanitation services are available and can adequately serve the subject property.

3. EMERGENCY SERVICES

The subject site is serviced by the City of Greeley Fire and Police. The closest fire station, Fire Station #1, is located approximately 1.2 miles from the subject site.

4. PARKS/OPEN SPACES

No parks or regional open space areas are proposed with this rezone request. Park dedication is required at the time of subdivision, when not previously identified by zoning.

The subject site is approximately 0.2 miles south of the Island Grove Park.

5. SCHOOLS

The proposed rezone is within the Greeley-Evans School District boundary. The closest District 6 Schools are Jefferson High School, approximately 2 miles to the north, Franklin Middle School approximately 2.5 miles to the west, and Billie Martinez Elementary School approximately 0.2 miles to the south.

The proposed rezone should not have any impact on the school district.

G. NEIGHBORHOOD IMPACTS

1. VISUAL

No visual impacts are anticipated with this rezone request. Any development plan application for the property would be reviewed for compliance with the City's Development Code requirements regarding visual impacts.

2. NOISE

No noise impacts are anticipated with the rezone request. Any potential noise created by future development will be regulated by the Municipal Code.

H. PUBLIC NOTICE AND COMMENT

Neighborhood notices were mailed to surrounding property owners on November 12, 2020 per Development Code requirements. Signs were posted on the site on November 10, 2020. No comments have been received.

I. MINERAL ESTATE OWNER NOTIFICATION

Mineral notice is not required for the rezone request.

J. PLANNING COMMISSION RECOMMENDED MOTION

Based on the application received and the Project Summary and accompanying analysis, the Planning Commission find that the proposed rezone from I-L (Industrial Low Intensity) to R-M (Residential Medium Density) meets the applicable Development Code criteria, Sections 18.30.050(c)(3) b, e, f, g and h; and therefore, recommend approval of the rezone to the City Council.

ATTACHMENTS

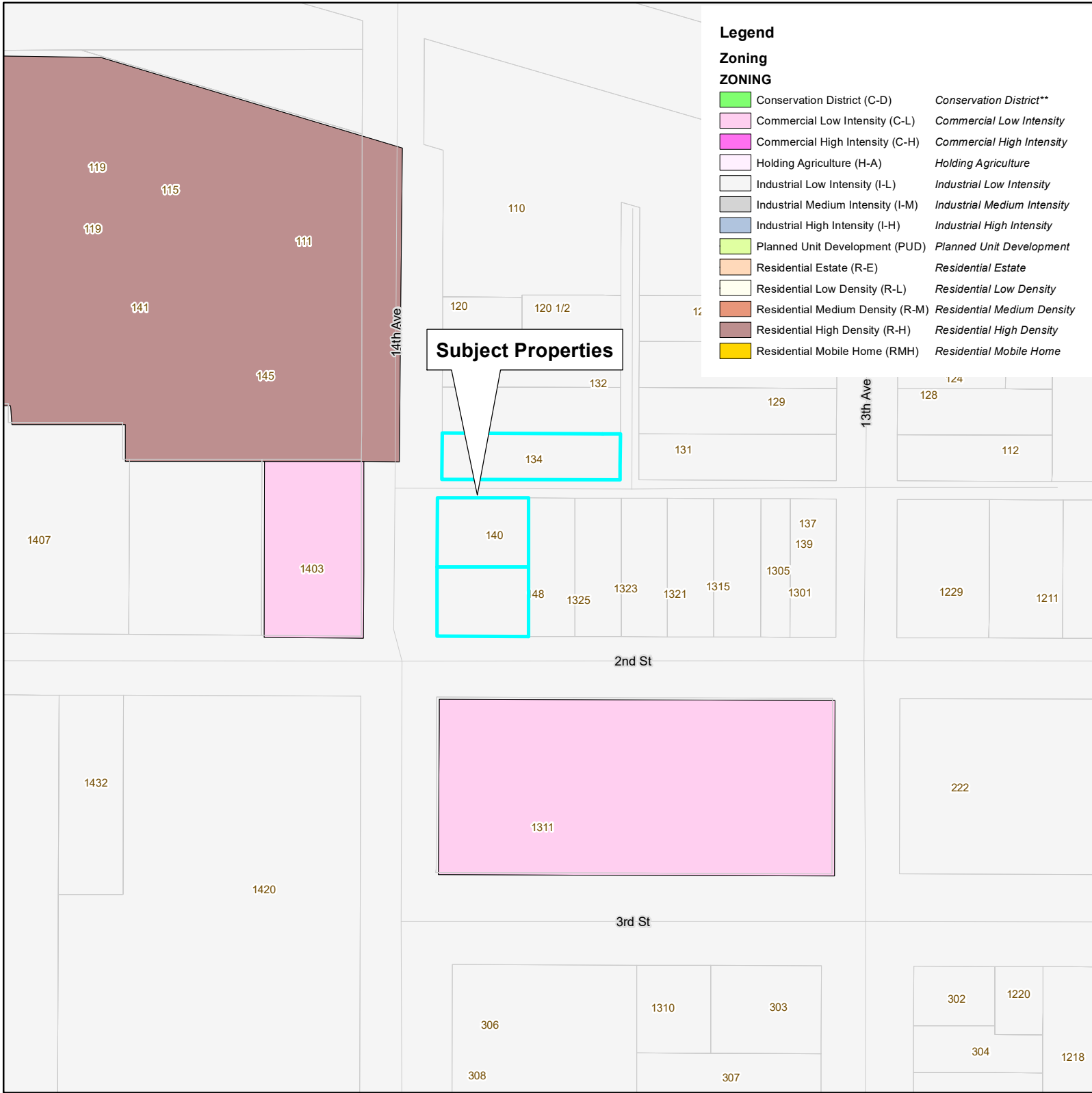
Attachment A – Zoning/Vicinity Map

Attachment B – Photo Aerial

Attachment C – Narrative

Attachment D – Property Boundary Map

Zoning/Vicinity Map 14th Avenue Rezone



ZON2020-0003



Aerial Map 14th Avenue Rezone

Subject Properties

ZON2020-0003

0 0.025 0.05
Miles



14th Avenue – Rezone Project Narrative

The City of Greeley owns three adjacent properties in North Greeley located south of Island Grove Regional Park and the Colorado and Southern Railroad on the east side of 14th Avenue and addressed as 134 14th Avenue (acquired 01 01 1900), 140 14th Avenue (acquired 11/15 1994), and 148 14th Avenue (acquired 11 14 1994). All properties are currently vacant. An east/west alley separates 134 14th Avenue from the other two properties. The properties were originally platted as part of the City of Greeley Union Colony Plat. Later, public streets and alleys were dedicated in 1905 (Billings Subdivision) and in 1910 (Billings and Sylvester Subdivision).

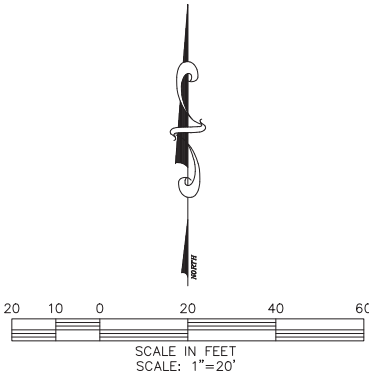
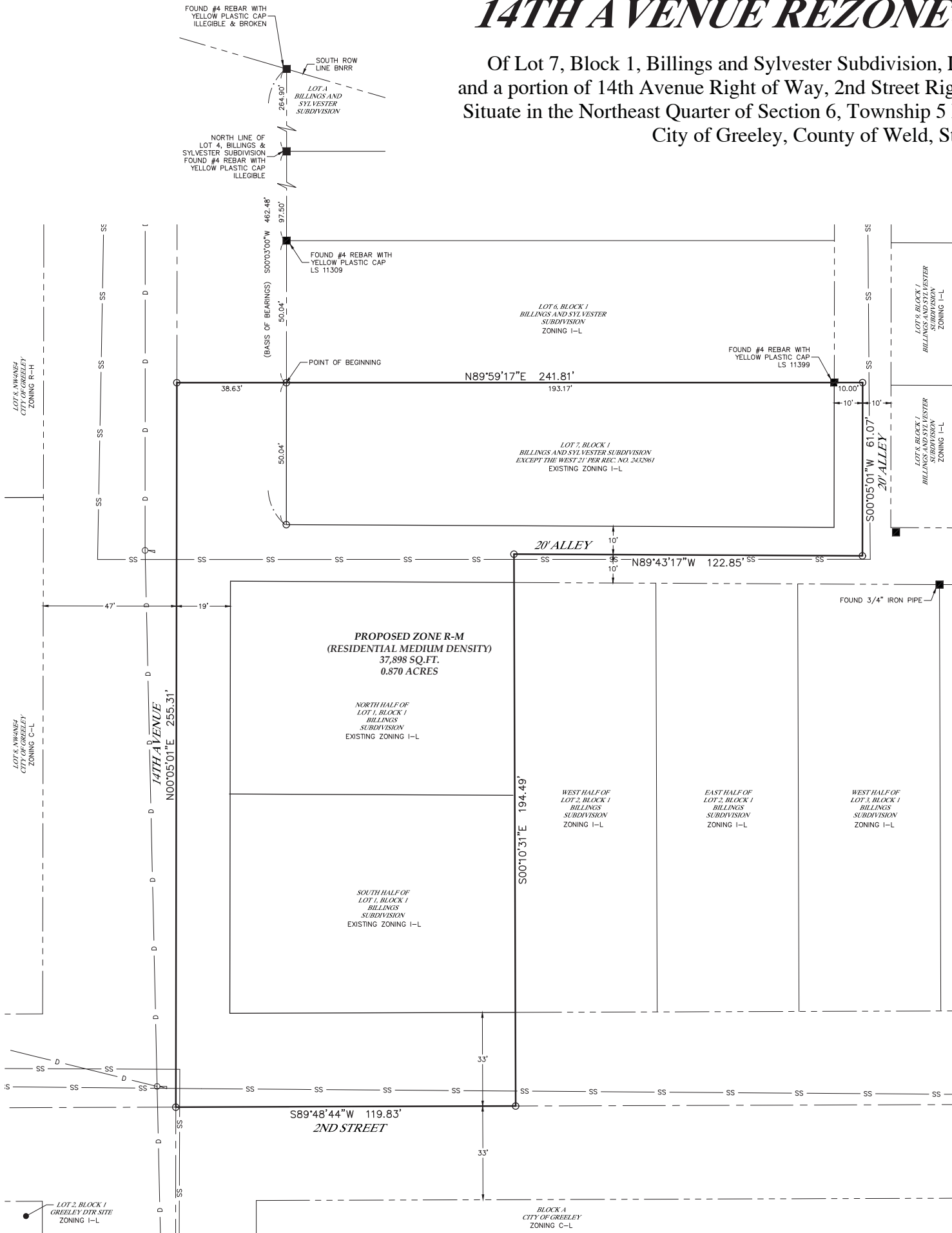
The purpose for the City owning these properties is not clear from available records but their location adjacent to 14th Avenue, and its function as a major entry way to Island Grove Park, give rise to the presumption that the lots were purchased in order to expand that right-of-way for vehicular traffic. It is likely that the amount of right-of-way needed would have encroached into the lots such that a full taking of the property was necessary. Since that time, and development of the roadway, the lots have remained as remnant parcels.

The City has determined that it has no public purpose to retain these remnant parcels. Further, the City recently completed a Strategic Housing Plan, which identified the need for affordable housing that could be addressed with both infill and new development. The replat of these lots and rezone from Industrial Low Intensity (“I-L”) to Residential Medium Density (“R-M”) will allow the City to position the lots in a way that will optimize their potential for redevelopment for private residential use in support of the City’s Housing Plan. Adjacent properties are in residential use, further complemented by area parks and a neighborhood elementary school. Converting the lots to a compatible use will provide a more productive use of the property and remove its potential to remain as a potential nuisance site in its current vacant state.

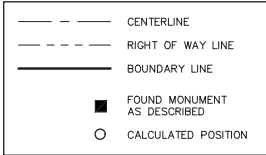
14TH AVENUE REZONE- REZONE MAP

Of Lot 7, Block 1, Billings and Sylvester Subdivision, Lot 1, Block 1, Billings Subdivision
and a portion of 14th Avenue Right of Way, 2nd Street Right of Way and 20' Alley Right of Way,
Situate in the Northeast Quarter of Section 6, Township 5 North, Range 65 West of the 6th P.M.,
City of Greeley, County of Weld, State of Colorado

Attachment D



LEGEND



PROPERTY DESCRIPTION

A parcel of land, being inclusive of Lot 7, Block 1, Billings and Sylvester Subdivision recorded April 9, 1910 as Reception No. 154105 of the Records of Weld County, and inclusive of Lot 1, Block 1, Billings Subdivision recorded January 4, 1905 as Reception No. 99897 of the Records of Weld County and a portion of 14th Avenue Right of Way, 2nd Street Right of Way and 20' Alley Rights of Way, located in the Northeast Quarter (NE1/4) of Section Six (6), Township Five North (T5N.), Range Sixty-five West (R.65W.) of the Sixth Principal Meridian (6th P.M.), City of Greeley, County of Weld, State of Colorado and being more particularly described as follows:

COMMENCING at the Intersection of the Easterly Right of Way of 14th Avenue and Southerly Right of Way of BNRR and assuming the Easterly Right of Way line of 14th Avenue, between the Southerly Right of Way of BNRR and the South line of Lot 7, Block 1, Billings and Sylvester Subdivision, as bearing South 00°30'00" West, being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/2011, a distance of 462.48 feet with all other bearings contained herein relative thereto;

THENCE South 00°30'00" West a distance of 412.44 feet to the North line of said Lot 7 and to the POINT OF BEGINNING;

THENCE North 89°59'17" East along the North line of said Lot 7 a distance of 203.17 feet to the centerline of a 20' Alley;
THENCE South 00°05'01" West along said centerline a distance of 61.07 feet to the center line of a 20' Alley;
THENCE North 89°43'17" West along said center line a distance of 122.85 feet to the East line of said Lot 1, extending North to the centerline of said 20' Alley;
THENCE South 00°10'31" East along said East line a distance of 194.49 feet to the centerline of 2nd Street;
THENCE South 89°48'44" West along said centerline a distance of 119.83 feet to the centerline of 4th Avenue;
THENCE North 00°05'01" East along said centerline a distance of 255.31 feet to the North line of said Lot 7, extended West to the centerline of said 4th Avenue;
THENCE North 89°59'17" East along said North line a distance of 38.63 feet to the POINT OF BEGINNING.

Said described parcel of land contains 37,898 Square Feet or 0.870 Acres, more or less (±), and is subject to any rights-of-way or other easements of record or as now existing on said described parcel of land.

BASIS OF BEARINGS AND LINEAL UNIT DEFINITION

Assuming the Easterly Right of Way line of 14th Avenue, between the Southerly Right of Way of BNRR and the South line of Lot 7, Block 1, Billings and Sylvester Subdivision, as bearing South 00°30'00" West, as monumented as shown on this plat, being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/2011, a distance of 462.48 feet with all other bearings contained herein relative thereto.

The lineal dimensions as contained herein are based upon the "U.S. Survey Foot."

SURVEYOR'S CERTIFICATE

I, Christopher A. DePaulis, a Colorado Licensed Professional Land Surveyor, do hereby state that this Rezoning Plat was prepared under my personal supervision, and that the foregoing plat is an accurate representation thereof, all this to the best of my knowledge, information, belief, and in my professional opinion.

Christopher A. DePaulis — On Behalf Of King Surveyors
Colorado Licensed Professional
Land Surveyor #38105

PRELIMINARY

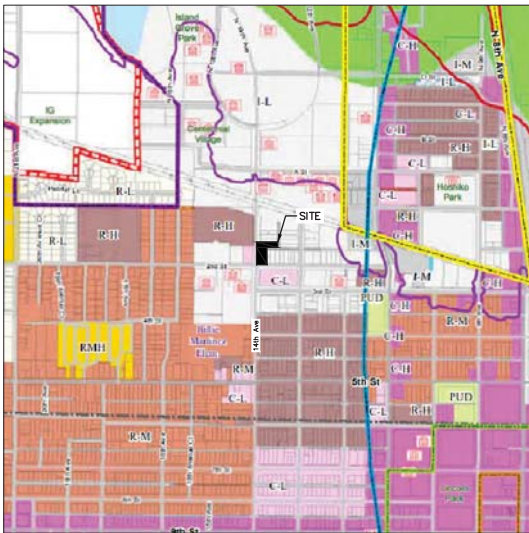
NOTICE

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. (13-80-105 C.R.S. 2012)

TITLE COMMITMENT NOTE

This survey does not constitute a title search by King Surveyors to determine ownership or easements of record. For all information regarding easements, rights-of-way and title of records, King Surveyors relied upon the following Property Information Binders as prepared by Land Title Guarantee Company to delineate the aforesaid information.

- Property Information Binders Number F0125177174, dated July 8, 2020
- Property Information Binders Number F0125178051, dated July 29, 2020



VICINITY MAP

SCALE: 1"=1000'

DATE:	8/6/2020
FILE NAME:	20200342REZ
SCALE:	1"=20'
DRAWN BY:	CSK
CHECKED BY:	CAD

KING SURVEYORS
650 E. Garden Drive | Windsor, Colorado 80550
phone: (970) 686-5011 | email: contact@Kingsurveyors.com



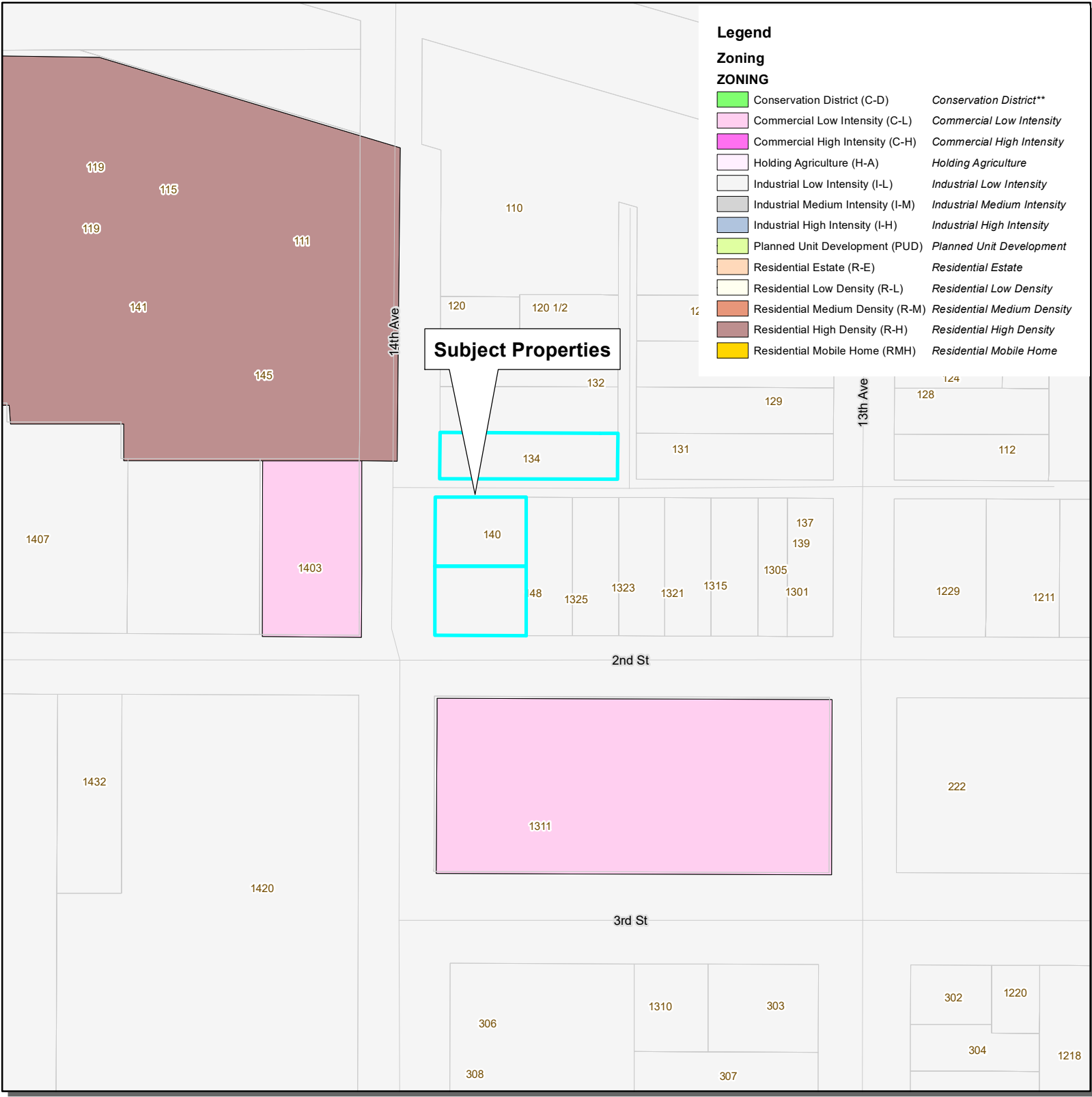
DATE:	
REVISIONS:	

14TH AVENUE REZONE - REZONE MAP
FOR
CITY OF GREELEY
1000 10TH STREET
GREELEY, CO 80631

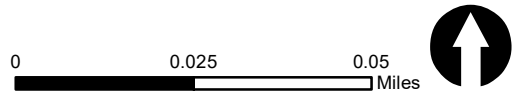
PROJECT #:
20200342

1
SHEET 1 OF 1

Zoning/Vicinity Map 14th Avenue Rezone



ZON2020-0003



Council Agenda Summary

December 1, 2020

Agenda Item Number 21

Title

Pulled Consent Agenda Items

Council Agenda Summary

December 1, 2020

Agenda Item Number 22

Key Staff Contact: Joel Hemesath, Public Works Director, 970-350-9795

Title:

Public hearing and final reading of an ordinance authorizing the acquisition of interests in real property located in the City of Greeley for road improvements by purchase or exercise of power of eminent domain pursuant to Section 7 of Article XVI, Section 15 of article II, and Sections 1 and 6 of Article XX of the Colorado Constitution and Colorado Revised Statute § 38-1-101, et seq. (O Street and 59th Avenue Intersection Improvement Project)

Summary:

This ordinance authorizes the acquisition of property interests by purchase or by exercise of power of eminent domain, if deemed necessary, required to construct the O Street and 59th Avenue Intersection Improvement Project.

The O Street and 59th Avenue Intersection Improvement Project has been prioritized to be constructed in 2022 through the City's Capital Improvement Project prioritization process. The City's 2035 Transportation Master Plan identified both O Street and 59th as regional roads. The intersection has seen additional growth in traffic over the past several years and is in need of intersection improvements to reduce delay and increase safety. Key elements of the project include the construction of a roundabout to meet current and future demands, as well as, undergrounding of electric utilities. The City is constructing this project in coordination with Weld County who has committed to funding 25% of the project. As well, this project will receive partial grant funding in 2022 from the State of Colorado as part of a Surface Transportation Block Grant, which will require all phases of the project comply with all Colorado Department of Transportation (CDOT) specifications and procedures as outlined in the CDOT Right of Way Manual.

The Project will require the acquisition of tracts of fee simple right of way, permanent easements, and temporary construction easements from properties adjacent to the intersection. As a State-funded transportation project, acquisitions must conform to provisions of the Uniform Relocation Assistance and Real Property Acquisitions Policies Act of 1970, as amended (Public Law 91-646). City staff have begun discussions with owners within the project area. As the Project progresses, staff will continue to work with owners to meet the goals of the project, address site considerations, and acquire the property interests necessary for the project. Staff fully intend to negotiate in good faith and follow a uniform acquisition process for all affected owners. Authorization for the acquisition of property interests by purchase or by exercise of power of eminent domain, if deemed necessary, is needed to meet the schedule and budget

requirements of the project, as well as, comply with federally-funded project acquisition requirements.

This ordinance was introduced at the November 17, 2020 Council Meeting.

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 negotiated
What is the annual impact?	None
What fund of the City will provide Funding?	312 - Transportation
What is the source of revenue within the fund?	Road Development Fees
Is there grant funding for this item?	Yes
If yes, does this grant require a match?	Yes - \$276,000
Is this grant onetime or ongoing?	Onetime
Additional Comments:	Grant match and construction are funded in 2022. The grant award will be for \$1,329,000.

Legal Issues:

The Colorado Constitution and the Greeley Municipal Code authorize the City to acquire interests in real property for public purposes, including by eminent domain when deemed necessary.

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

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

Other Issues and Considerations:

None

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) 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:

Ordinance

Exhibit A to Ordinance – Property Ownership Map

Conceptual Plan Drawing – O Street and 59th Avenue Intersection Improvement Project

THE CITY OF GREELEY, COLORADO

ORDINANCE NO. ____, 2020

AN ORDINANCE AUTHORIZING THE CITY OF GREELEY TO ACQUIRE INTERESTS IN REAL PROPERTY LOCATED IN GREELEY, COLORADO FOR ROAD IMPROVEMENTS AND ASSOCIATED FACILITIES BY PURCHASE OR EXERCISE OF THE POWER OF EMINENT DOMAIN, PURSUANT TO SECTION 7 OF ARTICLE XVI, SECTION 15 OF ARTICLE II, AND SECTIONS 1 AND 6 OF ARTICLE XX OF THE COLORADO CONSTITUTION AND COLORADO REVISED STATUTES § 38-1-101, ET SEQ. (O STREET AND 59TH AVENUE INTERSECTION IMPROVEMENT PROJECT)

WHEREAS, the City of Greeley (“City”) is a Colorado home-rule municipality authorized by Article II, Section 15, and Article XX, Sections 1 and 6 of the Colorado Constitution, as affirmed by the City’s Charter, Sections 1-3, to exercise the power of eminent domain to acquire real property to construct, operate and maintain transportation systems and other public works and everything required to do so, with the payment of just compensation; and,

WHEREAS, Article 15 of Title 31, and Article I of Title 38, Colorado Revised Statutes, provide statutory authority and procedures for the exercise of the power of eminent domain by the City; and

WHEREAS, the City has determined that the public infrastructure improvements to O Street and 59th Avenue by the City are needed for improved traffic flow and safety of the intersection; and

WHEREAS, in order to complete the project the City must acquire additional real property; and

WHEREAS, the project will receive partial funding from the State of Colorado as part of a Surface Transportation Block Grant; and

WHEREAS, as a State-funded project, the acquisitions must conform to the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Policies Act of 1970; and

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

Section 1. The City Council hereby finds and determines that it is in the interest of the health, safety and welfare of the public, serves a public purpose, and is necessary, to acquire, through the exercise of the power of eminent domain, the property generally described on Exhibit A attached hereto and incorporated by reference herein, for improvements to O Street and 59th Avenue (“Property”), for improved traffic flow and safety of the intersection.

Section 2. Should City staff be unsuccessful in negotiating a mutual agreement for the purchase of the Property, the City Council hereby directs City staff to begin acquisition by eminent domain, including, but not limited to, obtaining immediate possession of the Property, pursuant to the above-named statutes.

Section 3. The City Council hereby ratifies any previous actions by City staff in providing notice of the City's intent to acquire the Property and extending an offer to purchase the Property. Nothing contained in this ordinance shall be construed as precluding or preventing continued good faith negotiations by City staff in an effort to purchase the Property.

Section 4. This ordinance shall take effect five (5) days after its final publication as provided by the City’s Charter, Section 3-16.

PASSED AND ADOPTED, SIGNED AND APPROVED this _____ day of _____, 2020.

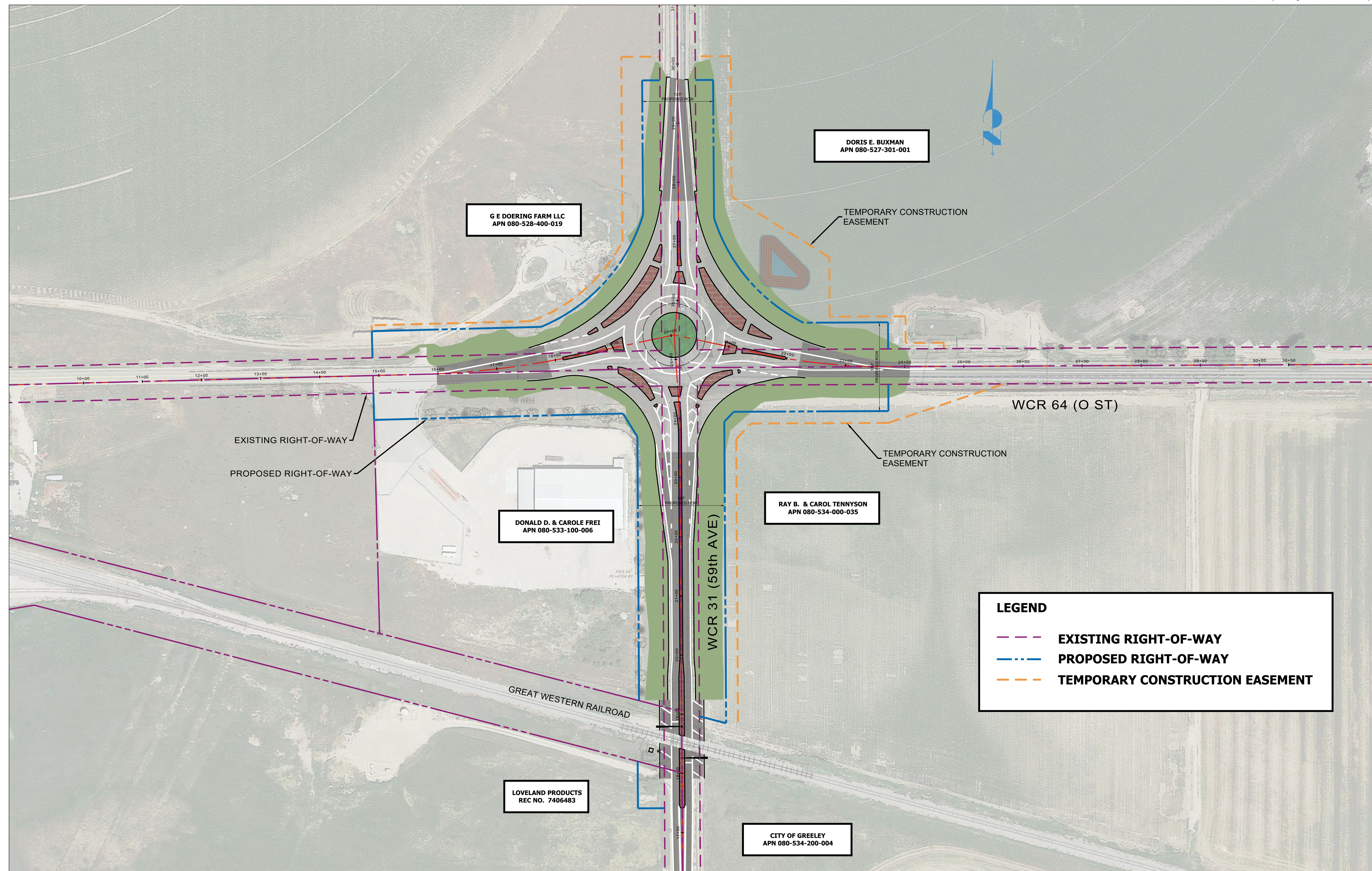
ATTEST:

THE CITY OF GREELEY, COLORADO

City Clerk

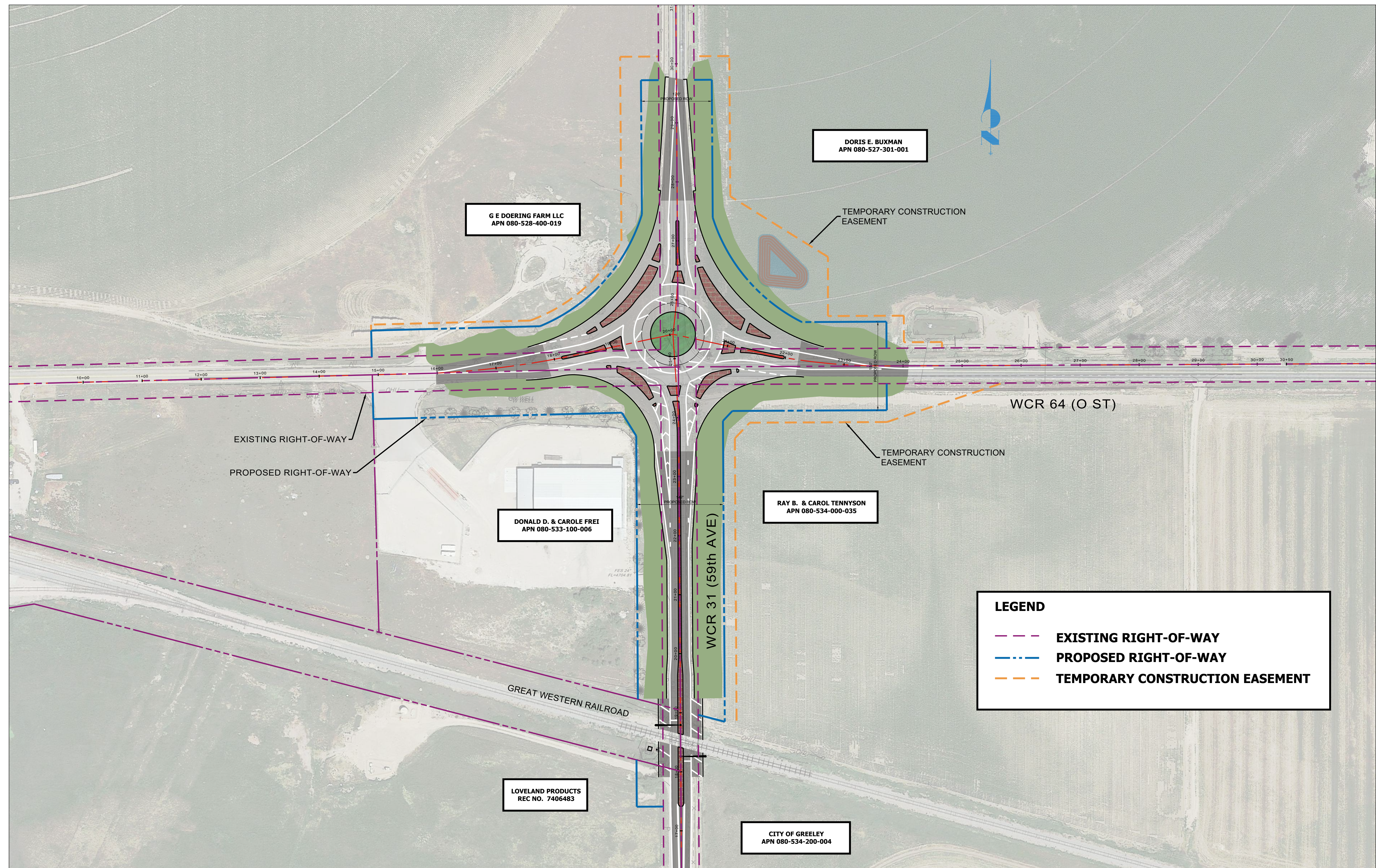
Mayor

Attachment: Exhibit A – Property Ownership Map



O STREET & 59th AVENUE INTERSECTION IMPROVMENTS

CONCEPTUAL ROUNDABOUT AND AT-GRADE CROSSING LAYOUT



O STREET & 59th AVENUE INTERSECTION IMPROVMENTS

CONCEPTUAL ROUNDABOUT AND AT-GRADE CROSSING LAYOUT

Council Agenda Summary

December 1, 2020

Agenda Item Number 23

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

Kira Stoller, Planner, 970-336-4050

Title:

Public hearing to consider a change of zone from Gateway Park and Centerplace PUDs (Planned Unit Developments) to the Greeley West Multifamily PUD (Planned Unit Development), changing the underlying land use designations for approximately 13.31 acres of land located west of 38th Avenue, east of 42nd Avenue, and directly south of Greeley West Park, known as the Greeley West Multifamily Rezone, and final reading of an ordinance changing the official zoning map to reflect the same

Summary:

The City of Greeley is considering a request to rezone approximately 13.31 acres of land from Gateway Park and Centerplace PUDs to the Greeley West Multifamily PUD. The rezone would accomplish a change in the underlying land uses for the property.

The site was originally part of the Grapevine Annexation, approved and zoned PUD in 1981, allowing for oil and gas development on the site. Over time, a number of PUDs have existed on the property and the site is presently governed by two separate approvals, with the northwest portion of the property currently governed by the Gateway Park PUD and the remaining property governed by the Centerplace PUD. The Gateway Park PUD designated the site for residential uses of varying densities; the Centerplace PUD designated the site for high density multifamily uses.

The applicant is requesting approval to rezone the two PUDs to create a new Preliminary PUD and establish a PUD plan for the site with cohesive development standards. The proposed PUD plan for the Greeley West Multifamily PUD would allow for a mix of residential, commercial and institutional uses, as well as very limited industrial uses. The density would be to approximately 24 dwelling units per acre, which is equal to the overall density that is already permitted on the sites under the existing PUD approvals.

The Planning Commission considered this request on November 10, 2020 and unanimously recommended approval to the City Council.

Fiscal Impact:

Does this item create a fiscal impact on the City of Greeley?	No
If yes, what is the initial, or, onetime impact?	
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 which includes the following public hearing steps:

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

Other Issues and Considerations:

None noted.

Applicable Council Priority and Goal:

Consistency with Comprehensive Plan and Development Code standards.

Decision Options:

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

Council's Recommended Action:

Two motions are recommended:

- A) A motion that, based on the application received and the preceding analysis, the proposed rezone from Planned Unit Development (PUD) (Gateway Park & Centerplace) to Planned Unit Development (PUD) (Greeley West Multifamily) meets Development Code Sections 18.30.050(c)(3) a, b, e, f and g; and, therefore, the rezoning is approved.
- B) A motion to adopt the ordinance and publish with reference to title only.

Attachments:

Ordinance

Draft Planning Commission Minutes (November 10, 2020)

Planning Commission Summary (Staff Report) (November 10, 2020)

PowerPoint Presentation

CITY OF GREELEY, COLORADO

ORDINANCE NO. ____, 2020

CASE NO. ZON2020-0007

AN ORDINANCE CHANGING THE OFFICIAL ZONING MAP OF THE CITY OF GREELEY, COLORADO, FROM GATEWAY PARK AND CENTERPLACE PUDS (PLANNED UNIT DEVELOPMENTS) TO THE GREELEY WEST MULTIFAMILY PUD (PLANNED UNIT DEVELOPMENT), CHANGING THE UNDERLYING LAND USE DESIGNATIONS FOR APPROXIMATELY 13.31 ACRES OF LAND LOCATED WEST OF 38TH AVENUE, EAST OF 42ND AVENUE AND DIRECTLY SOUTH OF GREELEY WEST PARK, KNOWN AS THE GREELEY WEST MULTIFAMILY REZONE

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

Section 1. The following described property located in the City of Greeley is hereby changed from the zoning districts referred to as the Gateway Park PUD and Centerplace PUD, to the Greeley West Multifamily PUD zoning for 13.31 acres of property, in the City of Greeley, County of Weld, State of Colorado:

See attached legal description

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

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

PASSED AND ADOPTED, SIGNED AND APPROVED, THIS ____ DAY OF _____, 2020.

ATTEST:

THE CITY OF GREELEY

City Clerk

Mayor

Legal Description

A parcel of land being Lot 1 of OTG at Centerplace recorded September 15, 2014 as Reception No. 4045666 of the Records of Weld County, and those portions of 38th Avenue and 42nd Avenue adjoining to said Lot 1, all situate in the Southeast Quarter (SE1/4) of Section Fourteen (14), Township Five North (T.5N.), Range Sixty-six West (R.66W.), Sixth Principal Meridian (6th P.M.), City of Greeley, County of Weld, State of Colorado, more particularly described as follows:

BEGINNING at the Center Quarter Corner of said Section 14 and assuming the North line of the Southeast Quarter of said Section 14 to bear South 87° 49' 59" East a distance of 2946.70 feet with all other bearings contained herein relative thereto:

THENCE South 87° 49' 59" East along the North line of the Southeast Quarter of said Section 14 and along the Westerly prolongation of the Northerly line of said Lot 1 a distance of 992.77 feet to the intersection of the Easterly prolongation of the Northerly line of Lot 1 and the centerline of 38th Avenue;

THENCE South 00° 15' 29" East along said centerline of 38th Avenue a distance of 647.97 feet to the Easterly prolongation of the Southerly line of Lot 1, OTG at Centerplace;

The following Three (3) courses are along the Southerly and Westerly lines of said Lot 1.

THENCE North 89° 30' 34" West a distance of 680.40 feet to the most Southerly Southwest corner of Lot 1;

THENCE North 01° 19' 06" East along the Westerly line of said Lot 1 a distance of 306.68 feet to the beginning point of a curve, non-tangent to this course;

THENCE along the arc of a curve concave to the Northwest and along the most Westerly Southerly line of said Lot 1 a distance of 336.07 feet, said curve has a Radius of 640.00 feet, a Delta of 30° 05' 10" and is subtended by a chord bearing South 75° 00' 36" West a distance of 332.22 feet to the centerline of 42nd Avenue and to the endpoint of said curve;

THENCE North 00° 05' 35" West along a line parallel with and 40.00 feet Westerly of the most Westerly line of said Lot 1 a distance of 459.01 feet to the Center Quarter Corner of said Section 14 and to the POINT OF BEGINNING.

Said described parcel of land contains 13.31 acres, more or less.



PLANNING COMMISSION

Proceedings

November 10, 2020
(Zoom Webinar and viewable on City of Greeley YouTube)
1:15 p.m.

I. Call to Order

Chair Yeater called the meeting to order at 2:13 p.m. following adjournment of the Zoning Board of Appeals hearing.

II. Roll Call

Chair Yeater asked the clerk to call the roll. Chair Yeater, Commissioners Andersen, Schulte, Franzen, Briscoe, Romulo and Modlin were present.

III. Approval of minutes for meeting held on October 13, 2020

Commissioner Andersen moved to approve the minutes dated October 13, 2020. Commissioner Romulo seconded the motion. The motion carried 7-0.

IV. A public hearing to consider a rezone request for 13.13 acres of land within the Gateway Park PUD (Planned Unit Development) and Centerplace PUD to PUD (Greeley West Multifamily)

Project Name: Greeley West Multifamily Rezone
Case No.: ZON2020-0007
Applicant: Sam Coutts, Ripley Design
Location: West of 38th Avenue, east of 42nd Avenue and directly south of Greeley West Park
Presenter: Kira Stoller, Planner II

V. A public hearing to consider a request for a Preliminary PUD (Planned Unit Development) for approximately 12.44 acres of land

Project Name: Greeley West Multifamily Preliminary PUD
Case No.: PUD2020-0006
Applicant: Sam Coutts, Ripley Design
Location: West of 38th Avenue, east of 42nd Avenue and directly south of Greeley West Park
Presenter: Kira Stoller, Planner II

Kira Stoller addressed the Commission and introduced a request to rezone approximately 13.31 acres of land from PUD (Gateway Park & Centerplace) to PUD (Greeley West Multifamily) and establish a Preliminary PUD Plan for approximately 12.44 acres of property located west of 38th Avenue, east of 42nd Avenue and directly south of Greeley West Park. She requested permission to provide just one presentation for Items IV and V, adding that separate motions would be required. The Planning Commission offered no objection. Ms. Stoller noted a correction to the agenda clarifying the rezone of 13.31 acres rather than 13.13 acres. Commissioner Schulte requested to be recused from both cases due to a conflict of interest.

Ms. Stoller presented a map and photos of the site explaining most of the surrounding zoning is PUD and the surrounding uses include a mixture of single and multi-family housing, a public park, and vacant land. Photos of the site taken from 38th Avenue and 42nd Avenue were presented by Ms. Stoller. She provided background of the site including detail of the two PUDs requested to be rezoned to the Greeley West Multifamily PUD and presented photos of the existing PUD plans noting the overlap at the subject site. She explained that due to the two existing PUDs, the property has been difficult to develop with the current standards without there being confusion about which PUD applies to each part of the site.

Ms. Stoller presented the proposed rezone boundary site map encompassing 13.31 acres of land noting the map included the half width of adjacent right-of-way of both 42nd Avenue and 38th Avenue. She added that this is why the rezone map is a larger area than the proposed Preliminary PUD. She presented a site analysis map highlighting the existing conditions of the subject property.

Ms. Stoller presented a design standards table showing the applicant's proposed PUD standards, alongside the previously established PUD standards as a comparison and explained the proposed PUD standards in detail. Information was presented by Ms. Stoller regarding the proposed setbacks and access points and noted that the access point located along 42nd Avenue was relocated by the applicant following a neighborhood meeting to address concerns regarding vehicle headlights shining into neighboring property homes. Ms. Stoller presented an illustrative site plan explaining the applicant is proposing to develop the site with 298 multi-family units. She advised the Commission that the proposed PUD incentivizes usable open space by requiring 10% more than what is required by Code in exchange for increased density. Ms. Stoller explained the maximum building heights allowed in the proposed PUD, adding that no specific architectural standards are proposed, but preliminary building elevations were submitted for four structure types with

similar design elements. The applicant is proposing to enhance landscaping along 38th and 42nd Avenue to account for the reduced setback request. She stated that the proposed landscaping requirements would focus on waterwise design, native materials, and storm water to be treated with the use of a rain garden.

Ms. Stoller presented and described the rezone approval criteria and advised that the request meets five of the eight criteria, with three criteria being inapplicable. She advised that encouraging residential development on the subject site would help to support the surrounding commercial uses as Centerplace is built out. Ms. Stoller noted the existing PUDs have been in place for over 15 years and the site is still undeveloped, aside from the abandoned oil and gas use. She added the existing PUDs were approved prior to adoption of the current comprehensive plan and that establishing a new PUD would help ensure site development consistent with the goals of the Imagine Greeley Comprehensive Plan.

Ms. Stoller presented and described the Preliminary PUD approval criteria and advised the proposed site meets size criteria and is consistent with a number of comprehensive plan objectives. Ms. Stoller informed the Commission that a neighborhood meeting was held via Zoom on July 16, 2020 attended by eight neighboring residents who commented on increased traffic, noise and placement of entrances into the development being unfavorable along 42nd Avenue. She added that the applicant revised plans to consider comments from neighboring residents. She stated that notices of the hearing were mailed to surrounding property owners, a notice was published in the newspaper, and four signs were posted on the property. Ms. Stoller stated no inquiries were received.

Commissioner Andersen asked staff if the applicant's response to the neighborhood meeting was adequate and how invitations were sent for the neighborhood Zoom meeting. Ms. Stoller responded that a few neighbors voiced concern regarding the meeting format however staff utilized the Zoom platform based on feedback from the Communication and Engagement Department and followed City guidance. She explained that ahead of the neighborhood meeting phone calls and emails were received by Ms. Kuhn who was the prior planner on the project. Ms. Stoller added that notice of the Zoom meeting was sent by mail.

Carol Kuhn addressed the Commission and added notice of the neighborhood meeting webinar was published on the City of Greeley website. She stated she assisted residents with questions regarding how to access the neighborhood meeting. Chair Yeater asked Ms. Kuhn if she felt that everyone who wanted to participate was able to do so and whether staff felt the concerns were appropriately addressed by the applicant with regard to revisions to the preliminary design. Ms. Kuhn stated that assistance was provided to any participant who requested it and felt confident in the response received. She provided examples of concerns the applicant had addressed.

Commissioner Franzen referenced a question he had received from a resident and asked for clarification as to whether 24th Street would be extended through to 23rd Street Road. Ms. Stoller explained at this point there will be no connection.

There was discussion about the traffic impact on 42nd Avenue. Ms. Stoller explained that the existing PUD is a final PUD and was approved for high-density residential, adding that the proposed change should not substantially increase the level of traffic that could already be generated by development of the site under the existing approvals.

Thomas Gilbert, Engineering Development Review, addressed the Commission indicating that the original PUD allowed 1680 daily trips and that the proposed number of daily trips in the amended PUD is 1620, a four percent reduction. He added that there are currently approximately 784 daily trips along 42nd Avenue which could increase to approximately 946 daily trips. Mr. Gilbert advised that 42nd Avenue is deemed a minor collector road which allows 3500 daily trips. He noted that the proposal meets the requirements for a local residential road. Mr. Gilbert added that traffic calming was considered but did not meet City criteria.

Natalie Dustman, McWhinney Real Estate Development, addressed the Commission and provided a brief background of the developer. She noted that McWhinney is a comprehensive real estate development, investment and management firm that utilizes self-management resulting in quality projects. She expressed her excitement to work on the project and looks forward to a long-term home in Greeley.

Sam Coutts, Ripley Design, representing the developer McWhinney, addressed the Commission and shared his appreciation to staff and the Commission for working through uncertain times and continuing to support growth and development in Greeley. He offered to answer any questions. Mr. Coutts presented a brief history of the site and explained that creation of a new PUD would allow for cohesive design standards. Mr. Coutts presented a plan to design the site encouraging useable open space, enhanced streetscapes, walkable development, and a transition of land use intensity. He pointed out differences in the current and proposed PUDs. Mr. Coutts presented a conceptual site plan and detailed information regarding traffic impact. He added the existing zoning has been in place for at least 15 years without substantial development and impact to the neighborhood is minimal.

Commissioner Briscoe asked for clarification of a rain garden and how it relates to drainage. Mr. Coutts explained a rain garden is an environmentally safe storm water facility with different soil and media and is meant to filter water on site before it enters the city's stormwater system. Commissioner Andersen asked how it would differ from a retention pond. Andy Reese, Northern Engineering, explained the difference between a retention pond and rain garden, advising that a retention pond releases water from a site when water levels are at a historic high, whereas a rain garden replicates a natural storm water cycle by regularly filtering and improving the quality of the water.

Chair Yeater opened the public hearing opened at 2:54 p.m.

Melinda Wakefield, a resident who had participated in the previous neighborhood meeting, sent a message via Zoom that was read into the record. Ms. Wakefield asked whether a traffic study had been conducted regarding Centerplace Drive, specifically left turns from 35th Avenue to Centerplace Drive.

The public hearing was closed at 2:55 p.m.

Thomas Gilbert addressed the Commission and explained that the capacity of 35th and 47th Avenues was analyzed in a traffic study. He stated the City is keeping these intersections in mind for potential improvements, adding that they currently operate at acceptable levels and that service and improvements of the intersection would be out of scope for this applicant. He added the intersections will operate acceptably with the minor increase in traffic from this project.

There was discussion about the owner of the vacant parcel of land located directly south of the subject property and its intended uses for the future. Staff clarified that when the southern parcel is developed, traffic improvements would be done at that time. Ms. Dustman commented that McWhinney is under contract for both the north and south parcels, and will likely be moving forward with only the northern parcel.

Commissioner Andersen moved that, based on the application received and preceding analysis, the Planning Commission finds that the proposed rezoning from PUD (Gateway Park & Centerplace) to PUD (Greeley West Multifamily) meets the applicable Development Code criteria, Sections 18.30.050(c)(3) a, b, e, f and g and therefore, recommends approval of the rezone to City Council. Commissioner Romulo seconded the motion. The motion carried 6-0. (Commissioner Schulte recused himself.)

Commissioner Andersen moved that, based on the application received and the preceding analysis, the Planning Commission finds that the proposed Greeley West Multifamily Preliminary PUD Plan meets Development Code Section 18.32.040(b) and therefore recommends approval to City Council. Commissioner Romulo seconded the motion.

Commissioner Andersen commended the applicant for attention to concerns presented at the neighborhood meeting as well as the plans for water conservation. Chair Yeater commended the applicant for working to address concerns of all parties.

The motion carried 6-0. (Commissioner Schulte recused himself.)

VI. Staff Report

Brad Mueller, Community Development Director, updated the Commissioners on the City's efforts to address the housing and homelessness issues. He advised that the United Way of Weld County through a program called Weld's Way Forward worked on a comprehensive set of services and coordination procedures. Mr. Mueller added that one element of the program included a cold weather shelter that opened on November 4, 2020 at Tri-Point Building on the southwest corner of Hwy 34 and US 85 and will remain open through mid-April.

Mr. Mueller gave a brief overview of development impact fees and reported that City Council has decided to stay with the existing development impact fees established in 2014 which will be reviewed in five years per City Municipal Code.

PLANNING COMMISSION SUMMARY

ITEMS: 1) Rezone the Gateway Park PUD (Planned Unit Development) and the Centerplace PUD to Greeley West Multifamily PUD
2) Approval of a Preliminary PUD Plan

FILE NUMBER: ZON2020-0007 & PUD2020-0006

PROJECT: Greeley West Multifamily Rezone & Preliminary PUD

LOCATION: West of 38th Avenue, east of 42nd Avenue and directly south of Greeley West Park

APPLICANT: Sam Coutts of Ripley Design, on behalf of Natalie Dustman of McWhinney Real Estate Development

CASE PLANNER: Kira Stoller, Planner II

PLANNING COMMISSION HEARING DATE: November 10, 2020

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 application in the form of a finding based on the review criteria in Sections 18.30.050(c)(3) and 18.32.040(b) of the Development Code.

EXECUTIVE SUMMARY

The City of Greeley is considering a request from Sam Coutts of Ripley Design, on behalf of Natalie Dustman of McWhinney Real Estate Development, to rezone approximately 13.31 acres of land from PUD (Gateway Park & Centerplace) to PUD (Greeley West Multifamily) and a Preliminary PUD Plan for approximately 12.44 acres of property located west of 38th Avenue, east of 42nd Avenue and directly south of Greeley West Park (*see Attachment A – Vicinity Map*).

A. REQUEST

The applicant is requesting approval to rezone two existing PUDs to a new Preliminary PUD, in order to establish one cohesive PUD plan for approximately 12.44 acres of land, to be known as the Greeley West Multifamily PUD (*Attachment B – Applicant Narrative*).

B. STAFF RECOMMENDATION

Approval

C. LOCATION

Abutting Zoning:

North: R-L (Residential Low Density)

South: PUD (Gateway Park)

East: PUD (Gateway Park)

West: R-M (Residential Medium Density) & PUD (Virginia Hills South)

Surrounding Land Uses:

North: Greeley West Park

South: Vacant land

East: Multi-family housing

West: Single & multi-family housing

Site Characteristics:

The subject site is approximately 12.44 acres in size (*see Attachment C – Property Boundary Map*). The property has not been previously developed, aside from an oil and gas operation, which was abandoned in the last few years. The site is currently vacant, apart from a small number of trees that are scattered across the property (*see Attachment D – Site Analysis Map*).

D. BACKGROUND

The subject site was originally part of the Grapevine Annexation, which was approved and zoned as PUD (Planned Unit Development) in 1981 (Case No. Z 4:81). The conceptual PUD (Case No. Z 9:81) allowed for “Tech Industry” uses and the Final PUD (Case No. Z 8:82) approved the site for oil and gas development. A number of PUDs have existed on the property overtime, but the site is presently governed by two different approvals, due to a change in the alignment of 24th Street. Approximately 5.25 acres on the northwest portion of the property is currently governed by the Gateway Park PUD, which was established in 1985 (Case No. Z 3:83). This PUD designated the subject site as being for residential uses of varying densities (10 to 30 dwelling units per acre). The second PUD approval, which currently governs the remaining approximately 7.19 acres of the site, is the Centerplace PUD that was approved in 2000 (Case No. PUD 16:00). The Centerplace Preliminary PUD designated the subject site for high density multifamily uses, which allows for all uses permitted in the R-H (Residential High Density) zone district. The current code states that high-density residential development typically contains a gross density of 10 to 20 dwelling units per acre. The corresponding Final PUD was approved in 2002 and platted the subject site as a tract, but did not further outline any use or design regulations (Case No. PUD 2:02).

The applicant is requesting approval to rezone the two existing PUDs to create a new Preliminary PUD, and establish one PUD plan for the site with cohesive development standards. The proposed PUD plan for the Greeley West Multifamily PUD would allow for a mix of residential, commercial and

institutional uses, as well as limited industrial uses (*see Attachment E – Preliminary PUD Plan*). The applicant proposes to develop the subject site with a multifamily development, which would consist of 298 dwelling units. As proposed, the density would be to approximately 24 dwelling units per acre, which is equal to the overall density that is already permitted on the site under the existing PUD approvals. The development would include a clubhouse, detached garages and a number of outdoor amenity areas for residents to enjoy. Additionally, pedestrian connectivity is provided to Greeley West Park, which is located directly north of the subject site.

The Greeley West Multifamily PUD proposes a variety of standards that differ from the base Development Code regulations, but which encourage innovative design and incentivize usable open space. The usable open space is 10% more than what the code requires, in exchange for an increased density. To help transition from the existing single-family development northwest of the subject site, any buildings fronting 42nd Avenue would be limited to a height of 30 feet, while the remaining structures would be allowed a maximum elevation of 45 feet. The proposed PUD plan does not specify any architectural standards, but the preliminary building elevations for the site include four different structure types with similar design elements. Landscaping requirements would focus on water-wise design and native materials and reduced setbacks are supplemented by enhanced streetscapes. Additionally, stormwater is proposed to be treated by the use of a raingarden.

E. APPROVAL CRITERIA

1. 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 18.30.050 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 site is currently governed by two different PUDs, due to an outdated alignment for 24th Street. This makes it difficult to propose a cohesive development for the property, because the varying standards between the two plans are not easily combined. While the subject property has remained vacant (likely somewhat due to the aforementioned factors), the surrounding area has experienced immense change in the recent past. A large amount of the growth has been concentrated on commercial retail uses and fast casual dining, however, other institutional and residential development has begun to be constructed as well. Because this neighborhood is designated as a mixed use high intensity area on the Land Use Guidance Map, encouraging additional residential development in the area would help to support the surrounding commercial uses, with additional customers who would not have to be vehicle dependent.

The proposal 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 two existing PUDs that apply to the subject site have both been in place for over fifteen years. The Gateway Park PUD was established in 1985 and the Centerplace PUD was established in 2000. Despite the existence of these two PUDs, the property has not been previously developed, aside from the abandoned oil and gas facilities.

The proposal 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 to this request.

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: There are abandoned oil and gas facilities on the subject site that would impact development. The applicant is proposing a 50 foot setback from the abandoned facilities to any new buildings. Staff is unaware of any other environmental impacts on the property that were not considered during the original zoning of the property.

This criterion is not applicable to this request.

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: Although the proposed rezone is not necessary to provide land for a community related use, which was not previously anticipated, the two PUD plans that apply to the subject site were adopted prior to the adoption of the *Imagine Greeley Comprehensive Plan (2018)*. Establishing a new PUD for the property would help to ensure that the site develops in a manner that is consistent with the goals and objectives of the City's current comprehensive plan, whereas maintaining the existing PUD approvals might make it difficult to develop the site at all, because there are inconsistent standards between the two plans. This rezone request makes

it possible for the two existing PUD approvals to be combined into one unified plan for the subject site.

The proposal 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 an impact on the immediate neighborhood, through increased traffic and the visual change of developing the vacant site. However, it should be noted that these factors are already possible under the existing site zoning because the previously established PUDs, which currently apply to the subject property, also planned for high density residential development. Police and Fire already provide service to the area, while water and sewer service is available in close proximity to the site. The PUD plan proposes three direct pedestrian connection points to Greeley West Park (located directly north of the site) which would likely result in increased use of this facility. Additionally, 38th Avenue would be improved with additional turn and bike lanes. The details of the utility and roadway improvements would be addressed as part of the Final PUD.

The proposal complies with this criterion.

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 site is currently zoned PUD and the applicant proposes to maintain this designation. However, a new Preliminary PUD plan with revised use and design standards is to be established for the property. This rezone criterion is similar to one of the conditions governing the creation of a Preliminary PUD and additional details regarding the proposed PUD plan's consistency with the Imagine Greeley Comprehensive Plan are detailed below (see item 2b).

The proposal 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: There is not a previously approved zoning suitability plan for the property.

This criterion is not applicable to this request.

2. 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 18.30.050 applicable to the rezoning of land:

a. 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 subject site is approximately 12.44 acres and meets the minimum size to be considered for the establishment of a PUD.

The proposal complies with this criterion.

b. 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.

Staff Comment: The proposed PUD plan is consistent with the following Imagine Greeley Comprehensive Plan policies:

Objective EH-2.5 Walkability & Bikability: Plan and design neighborhoods so that employment, schools, shopping, parks, transit stops, and other facilities are within a 10 minute safe walk of housing wherever feasible.

Objective EH-2.6 Built Environment: Encourage the construction of built environments that support health and active living, such as mixed-use centers, corridors, and neighborhoods that support walkability, providing safe options for active transportation, and considering the safety and comfort of all users when designing streets, parks, and other public spaces.

Objective GC-1.2 Form of Growth: Encourage a compact urban form over sprawl or leap-frog development.

Objective GC-1.6 Transitions to Parks and Open Lands: Ensure that new development abutting land that is intended to remain undeveloped, such as parks, open lands, environmentally sensitive areas, and agricultural land with conservation easements, provides for transitions in uses and intensity that mitigate impacts on these adjacent areas.

Objective GC-4.3 Infill Compatibility: Promote the use of site design and building architecture that is sympathetic to the surrounding area and enhances the desirable character and form of the neighborhood or area.

Objective NR-4.3 Landscaping and Plant Species: Promote the use of landscaping with species appropriate to the local climate conditions.

Objective TM-1.2 Pedestrian Movements: Ensure pedestrian movement and accessibility is considered in the design and construction of all public and private development projects. Ample and safe sidewalks and other pedestrian pathways within and between developments should be provided.

Staff Comment: The Greeley West Multifamily PUD proposes a compact form of growth which is sensitive to the surrounding area. Providing additional high density residential along the Centerplace corridor would enhance the mixed-use center that has been developing in the vicinity. Residents would be within walking distance of various shopping options, as well as a park, school, public transit and other facilities. Additionally, the applicant proposes to provide enhanced landscaping consisting of water-wise plants on the site.

The proposal complies with this criterion.

c. Upon the specific request of the landowner or upon the recommendation of the Planning Commission or City Council, the two-acre requirement in Subsection (1) above may be waived if, after considering the proposed development requested, the City Council finds that such waiver would be beneficial to the City and foster the objectives of this Code and the Land Use Chapter of the City's Comprehensive Plan.

Staff Comment: This criterion is not applicable to this request.

F. PHYSICAL SITE CHARACTERISTICS

1. SUBDIVISION HISTORY

The subject site was originally platted as a portion of Tract C of the Centerplace Subdivision on December 16, 2002 (rec # 3015394). The existing 12.44 acre lot was created via a replat of Tract C, under a subdivision known as OTG at Centerplace, which was recorded on September 15, 2014 (rec # 4045666).

2. HAZARDS

An old oil and gas facility impacts the subject site and a 50 foot setback from the abandoned well has been designated on the PUD plan to protect the surrounding development. Staff is unaware of any other hazards on the property.

3. WILDLIFE

The subject site is not located within an area of ecological significance. However, there are some prairie dogs inhabiting the property, which would need to be relocated or humanely removed by the developer. This matter would be evaluated further during the Final PUD process.

FLOODPLAIN

The property is not located within any flood zones.

4. DRAINAGE AND EROSION

The property would be graded to drain in a similar manner to the existing conditions, with water generally flowing from southwest to northeast. Stormwater would be directed to a rain garden that is proposed on the northeast corner of the site to provide water quality treatment. Thereafter, water would be conveyed to a storm pipe, which would release flows to Greeley West Park, directly north of the proposed development. No stormwater detention is planned with the project, as sufficient capacity already exists within the neighboring park. A stormwater management plan for erosion and sediment control would be reviewed as part of the Final PUD.

5. TRANSPORTATION

The subject site has frontage along 38th and 42nd Avenues and one point of direct access to the development is proposed on each of these existing roadways. Greeley-Evans Transit (GET) provides service to the area along 38th Avenue, 24th Street (east of the site) and Centerplace Drive. The proposed multifamily project necessitates widening 38th Avenue to accommodate a left turn lane into the development, as well as bike lanes on either side of the road. This requires the dedication of additional right-of-way, which would occur as part of the Final PUD process.

A traffic memorandum (*see Attachment F - Traffic Memo*) evaluating the short-term traffic impacts of the proposed project was submitted as part of the Preliminary PUD application. Based on this analysis, it is not anticipated that the increased traffic would result in different levels of service (LOS) from the current conditions. The only exception to this is for the southbound left turn lane at 38th Avenue and Centerplace Drive, which currently operates under LOS E and is expected to operate under LOS F during afternoon peak hours. The additional traffic projected at this location is not sufficient to warrant signalization of the intersection. The City's Traffic Engineer reviewed the traffic memo and does not have any substantial concerns at this point. A more detailed long-term analysis is to be submitted and reviewed as part of the Final PUD.

G. SERVICES

1. WATER

The City of Greeley provides water services to the area. The applicant intends to make two connections to existing water lines in order to serve the proposed development via a water main loop, which would run along the outer drive aisles of the site. One connection would be made to the water main in 24th Street (located east of the subject site) and a second connection would be made to a water main in 42nd Avenue.

2. SANITATION

The City of Greeley provides sanitary services to the area. The sewer service is also proposed to come from two locations. One connection would be made to the existing main in 42nd Street. The second location is still to be determined, but three different options exist. The first option would be to connect to an existing main in 24th Street (east of the property), however this would require modifying some of the existing storm infrastructure in the area. If this connection is not deemed feasible, one alternative would be to tie into the private sewer main at Serenity Village Apartments (located on the east side of 38th Avenue). Going this route would require approval from the property owner of the private main, as well as the establishment of an easement, and the City would require the main to be converted to public use. If neither of the aforementioned options work out, the last alternative would be to install a lift station and force main. The specifics of the sewer design would be resolved as part of the Final PUD.

3. EMERGENCY SERVICES

The property is served by the City of Greeley's Police and Fire Departments. Fire Station #5 is located along 47th Avenue, less than one mile west of the subject site.

4. PARKS AND OPEN SPACES

No public parks or regional open space areas are impacted or proposed as part of this request. However, as is the case with all multi-family developments, Park & Trail Development Fees would be required (2020 fee = \$7534/unit). Cash-in-lieu for parkland dedication does not apply to this project because the site was previously platted.

5. SCHOOLS

No schools are proposed or located on the subject site. The site is served by Meeker Elementary School, Brentwood Middle School, and Greeley West High School. Because the project was submitted prior to the City's adoption of an intergovernmental agreement with Weld County School District 6, to facilitate the adequate provision of schools in conjunction with the growth of residential land development, no land dedication or cash-in-lieu for schools would be required for this project.

H. NEIGHBORHOOD IMPACTS

1. VISUAL

Visual impacts would be reviewed as part of the Final PUD process. The applicant has proposed enhanced landscaping along 38th and 42nd Avenue to account for reduced setbacks. Additionally, the buildings proposed along 42nd Avenue would be limited to a maximum height of 30 feet, to limit the visual impact to the existing neighbors.

2. NOISE

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

I. PUBLIC NOTICE AND COMMENT

Letters regarding a remote neighborhood meeting for the proposed Rezone and Preliminary PUD were mailed on July 7, 2020, to property owners within 500 feet of the site pursuant to Development Code Requirements, which allows the City to require a meeting, where the applicant preliminarily presents a land use proposal to the immediate neighborhood. As a note, the original application for this project included an additional 9.99 acre tract of land located directly south of the subject site, which was to contain commercial land uses. The neighborhood meeting discussed the project proposal under this initial scope (referred to as the Centerplace Drive Mixed-use PUD) and the applicant revised their application to only encompass the northern 12.44 acre lot at a later date.

The remote neighborhood meeting took place, via Zoom on July 16, 2020, and was attended by a number of neighboring residents. Some individuals also contacted City staff with questions and concerns ahead of the meeting (*see Attachment G - Public Input*). The general issues raised pertained to increased noise and traffic to the surrounding area as a result of the increased density. A number of individuals voiced frustrations about the speed at which drivers currently travel through the Virginia Hills neighborhood (northwest of the subject site) and wanted to know whether the City would implement any kind of traffic calming. City staff responded by indicating that traffic calming efforts, such as speed bumps or raised cross walks, are generally no longer supported by Public Works. Another attendee asked about the location of the entrances to the development and requested that any access to 42nd Avenue be located to avoid the glare of car headlights into adjacent homes. Shortly after the neighborhood meeting, the applicant worked to relocate the western entrance further to the south, to reduce the potential for any vehicle headlights to impact the homes on the west side of 42nd Avenue.

Letters regarding the public hearing for the proposed Rezone and Preliminary PUD were mailed on October 26, 2020, to property owners within 500 feet of the site. Notice signs were posted on the site on October 30, 2020. Public notice was also published in the newspaper on November 4, 2020. No comments have been received to date, November 4, 2020.

J. MINERAL ESTATE OWNER NOTIFICATION

The applicant mailed the required notice regarding the initial public hearing for the proposed PUD to all mineral rights owners on October 9, 2020. Staff received no corresponding inquiries to date, November 4, 2020.

K. PLANNING COMMISSION RECOMMENDED MOTIONS

1. Based on the application received and the preceding analysis, the Planning Commission finds that the proposed rezoning from Planned Unit Development (PUD) to Planned Unit Development (PUD) meets Development Code Section 18.30.050(c)(3) a, b, e, f and g and therefore, recommend approval of the rezone to City Council.
2. Based on the application received and the preceding analysis, the Planning Commission finds that the proposed Greeley West Multifamily Preliminary PUD Plan meets Development Code Section 18.32.040(b) and therefore recommends approval to City Council.

ATTACHMENTS

Attachment A – Vicinity Map

Attachment B – Applicant Narrative

Attachment C – Property Boundary Map

Attachment D – Site Analysis Map

Attachment E – Preliminary PUD Plan

Attachment F – Traffic Memo

Attachment G – Public Input

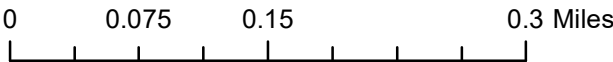
Vicinity Map



Legend

-  Subject Site
-  Parcels

Greeley West Multifamily Rezone & Preliminary PUD ZON2020-0007 & PUD2020-0006





Greeley West Multifamily Preliminary PUD

Project Narrative – 10/15/2020

Introduction

McWhinney is a comprehensive real estate development, investment and management firm who got their start in Northern Colorado and has now grown to serve Denver, Omaha, Portland and southern California. With decades of experience in multifamily development, McWhinney is excited to bring their expertise and brand to the Greeley market.

The applicant is proposing to create a new Planned Unit Development on Lot 1 of the OTG at Centerplace subdivision. The project is bounded by Tract A of the OTG at Centerplace subdivision to the south, 38th Avenue to the east, 42nd Avenue to the west and the Greeley West Park to the north. The site is currently zoned PUD, although via two separate PUD's documents. The Centerplace Concept Plan and Preliminary PUD planned most of the site for high density multifamily and low intensity commercial in July of 2000. The northwestern portion of the site is still governed by the Gateway PUD based on the outdated conceptual alignment of 24th Street. This package includes multiple applications: a request to rezone the property from PUD to PUD to create one cohesive master plan for the area; a Preliminary Planned Unit Development; and several easement dedications. Refer to the separate Easement Dedication Narrative for more information on the several easements being dedicated and vacated.

Master Plan and Site Design

The attached application provides a Master Plan, Illustrative Site, and Illustrative Landscape Plan. The Master Plan is intended to be the guiding planning document for the development of Lot 1. It depicts general access locations, setback requirements, allowable uses, building heights, open space requirements, landscape requirements and density regulations. The Master Plan allows a mix of commercial, residential, industrial, and institutional uses. The PUD identifies several design standards as being different than current Development Code standards which better achieve Imagine Greeley's vision for the area. The attached PUD Review Criteria Analysis letter outlines the justification for those changes.

The Preliminary PUD achieves the land use goals of the Master Plan via a proposed multifamily project on Lot 1. The project presents 298 dwelling units on approximately 12 acres for a density of roughly 24 dwelling units per acre. The project also includes a clubhouse, several outdoor amenity areas and detached garages located throughout the site. It is the applicant's goal to obtain land use approval quickly and efficiently. Given that, this site plan is preliminary in nature and the outdoor amenities shown are conceptual, shown as an idea of what type of program



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elements will be included with the Final PUD application. The detailed design of the outdoor amenity areas will occur after the public hearings for the Rezone and Preliminary PUD.

The project provides two vehicular accesses: the eastern access from 38th Avenue and the western access from 42nd Avenue. Interior vehicular circulation is proposed mainly as a loop around the perimeter with one drive aisle bisecting the site. Traffic calming crosswalks have been added to the northern drive aisle to mitigate and deter cut-through traffic between 38th Avenue and 42nd Avenue. A thirty-foot-wide emergency access easement has been provided in a loop around the development for perimeter and aerial access requirements. Pedestrian circulation is proposed to follow the parking layout as well as numerous walks through common open spaces. Three enhanced pedestrian connections will also be provided from the site to the Greeley West Park to the north.

The western access to the site is from 42nd Avenue. This access point has been moved south in order to limit the development's light, noise and traffic impacts to the adjacent single family to the north. The development centers the entry from 38th Avenue on a clubhouse which will also contain the leasing and management staff. The multifamily buildings are located so that each has access to parking and fronts common open space. They are grouped together towards the interior of the site in effort to maximize the usability of the green space and provide ample connectivity between spaces and view corridors. Over four acres has been designated as open space, with roughly two and a half acres being usable and outdoor amenity space.

The projects comply with City parking standards utilizing rates for studio, one-bedroom and two-bedroom units, as well as guest parking with a total of 525 parking spaces being provided. Included in that total is 42 detached and 10 attached garage spaces. Parking is located around the perimeter of the site. Parking setbacks vary from ten to twenty feet throughout the site depending on the landscape buffer in each location. Landscape buffers are provided along the perimeter of each property boundary to screen the parking lot and detached garages. An enhanced landscape will be provided along the right-of-way for 42nd and 38th Avenues to ensure an attractive frontage is presented to the public.

Utilities and Drainage

The project plans to provide a watermain through the project site comprised of a large loop running in the outer drive aisles. The loop will be a combination of 8" and 12" lines. Domestic water meters, fire lines and fire hydrants will all pull from this loop. Two connections for the water loop will be provided. The first connection is currently planned to be taken from an existing water main in 24th Street, east of the Centerplace project. Our second point of connection will come from a connection to the existing water main in 42nd Avenue.

Sewer service will also be taken from two locations. The first location is an existing main in 42nd Street. That connection will serve the most western buildings. The second sewer service connection will likely be in 24th Street as well. This connection is still in discussion with City staff and will require some modifications to the existing storm infrastructure in 24th Street. In the event that this connection cannot be made, a connection can be made to a sewer main in the Serenity Apartments that is



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currently a private main. Accessing this main will require permission from the apartments along with an easement, and the main would need to be converted to a public main.

In the event that modifications to the existing storm infrastructure is not allowed in 24th Street and that the connection cannot be made to the apartment main, the project will likely look to a small lift station and force main, however this solution is not desired by the applicant or staff.

The site will be graded to drain in a similar manner to the existing site, with flows generally travelling around the outer drive aisles and moving from the southwest to the northeast. Stormwater will be conveyed to a rain garden located within landscape area on the north east side of the project. This rain garden will provide water quality treatment for the site. Flows will be conveyed via the rain garden to a storm pipe in the northeast corner of the site that will release flows into the park to the north. No detention is planned for the site as it is accounted for in the Greeley West Park.

Architectural Design

The PUD does not present overall specific architectural guidelines for future development. Instead it defers to Greeley's Development Code, as amended. As for the preliminary design for Lot 1, the goal architecturally is to create interest around the entirety of the building footprint. The site is made up of three different three-story building types along with a two-story building designed to resemble a townhome. All buildings will be built, owned, and maintained as multifamily products and will not have individual fee simple lots. Each building will have a similar architectural style that will complement each other and work together as a cohesive site plan. The buildings have entries located along the drives and parking areas in most areas and in some cases on the short ends of the buildings to increase ease of access from the walk system throughout. The majority of the unit plans have balconies to create a varied exterior wall plane and aid in articulation along each façade as well as offering outdoor space for most residents.

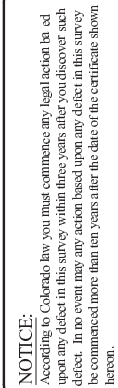
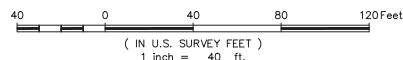


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LOT 1, OTG AT CENTERPLACE
AND ADJACENT HALF-WIDTH OF RIGHT OF WAY
LOCATED IN THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 5 NORTH,
RANGE 66 WEST OF THE 6TH P.M., CITY OF GREELEY,
COUNTY OF WELD, STATE OF COLORADO
PROJECT NUMBER: ZON2020-0007



SECTION: 14	TOWNSHIP: 5 N	RANGE:
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NE | **NORTHERN
ENGINEERING**

FORT COLLINS: 301 North Hovess Street, Suite 100, 80521 970.221.4156

PROJECT: 1719-001	DATE: 10/26/2020
CLIENT:	SCALE: 1" = 40'
DRAWN BY: A. Lund	REVIEWED BY: A. Lund

GREELEY WEST MULTIFAMILY PUD
LOT 1, OTG AT CENTERPLACE
GREELEY, COLORADO

DRAFT
PRELIMINARY - NOT FOR CONSTRUCTION,
RECORDING PURPOSES, OR IMPLEMENTATION
10-26-2020

Aaron M. Lund
Arlene M. Lund and Summer

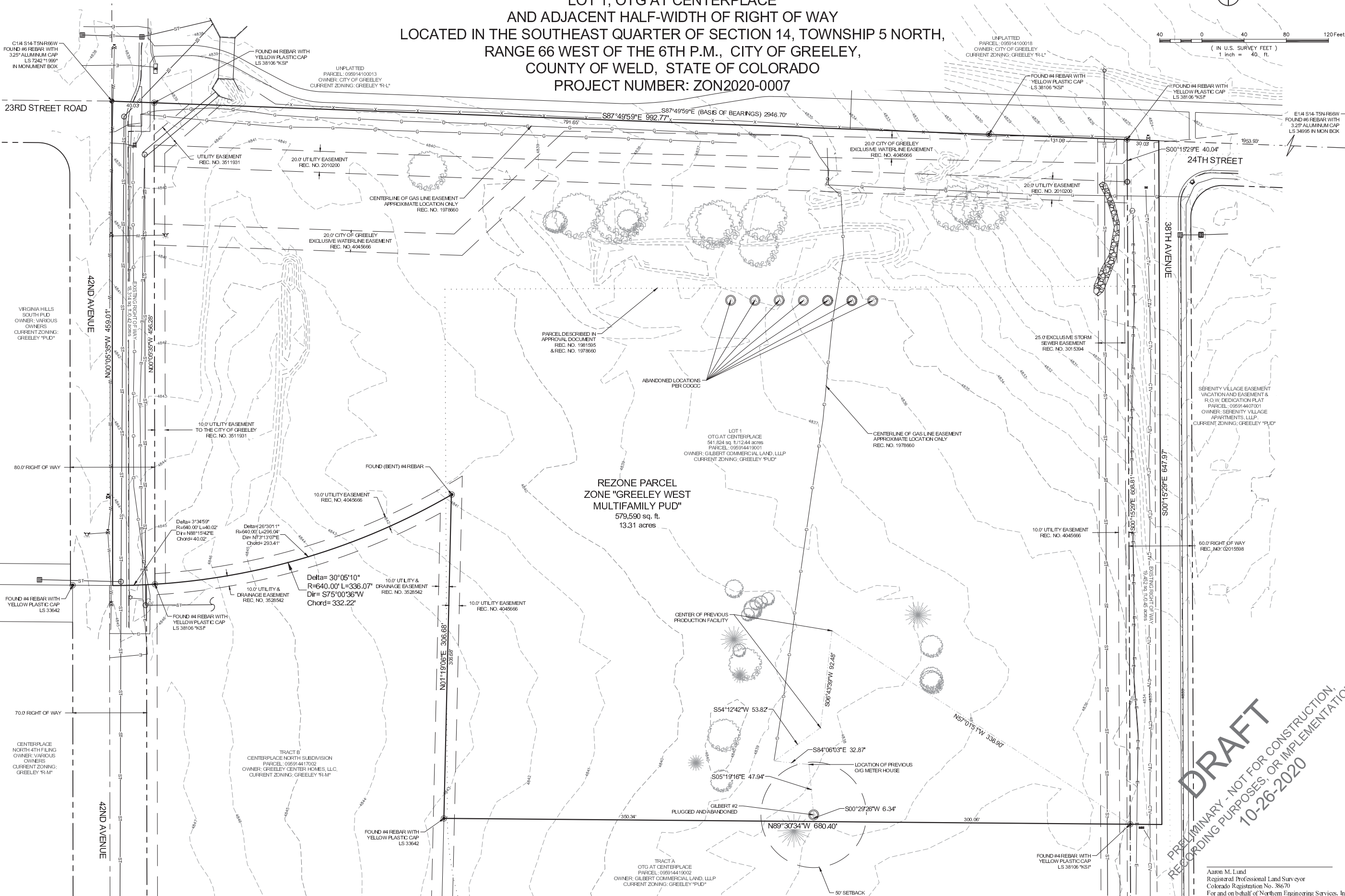
Aaron M. Lund
Registered Professional Land Surveyor
Colorado Registration No. 38670
For and on behalf of Northern Engineering Services, Inc.

GREELEY WEST MULTIFAMILY PUD SITE ANALYSIS MAP

LOT 1, OTG AT CENTERPLACE
AND ADJACENT HALF-WIDTH OF RIGHT OF WAY
LOCATED IN THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 5 NORTH,
RANGE 66 WEST OF THE 6TH P.M., CITY OF GREELEY,
COUNTY OF WELD, STATE OF COLORADO
PROJECT NUMBER: ZON2020-0007



40 0 40 80 120 Feet
(IN U.S. SURVEY FEET)
1 inch = 40. ft.



NOTICE:

According to Colorado law, you must commence any legal action based upon any defect in this survey within three years after you discover such defect. If no event may any action based upon any defect in this survey is commenced more than ten years after the date of the certificate shown hereon.

SECTION:

14

TOWNSHIP:

5 N

RANGE:

66 W of the 6th PM

NORTHERN
ENGINEERING



DATE:

09/03/2020

PROJECT:

1719-001

CLIENT:

A. Lund

SCALE:

1" = 40'

REVIEWED BY:

A. Lund

DRAWN BY:

A. Lund

GREELEY WEST MULTIFAMILY PUD
LOT 1, OTG AT CENTERPLACE
GREELEY, COLORADO

DRAFT
PRELIMINARY - NOT FOR CONSTRUCTION,
RECORDING PURPOSES, OR IMPLEMENTATION
10-26-2020

Aaron M. Lund
Registered Professional Land Surveyor
Colorado Registration No. 38670
For and on behalf of Northern Engineering Services, Inc.

Sheet

2

Of 2 Sheets



LAND PLANNER

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ENGINEER

NORTHERN ENGINEERING
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p. 970.568.5403

OWNER

GILBERT COMMERCIAL LAND LLLP
68 Indigo Way
Castle Rock, CO 80108



NORTH

ORIGINAL SIZE 24x36

ISSUED		
No.	DESCRIPTION	DATE
01	PRELIMINARY PUD - ROUND 1	05/07/2020
02	PRELIMINARY PUD - ROUND 2	07/29/2020
03	PRELIMINARY PUD - ROUND 3	09/23/2020
04	PRELIMINARY PUD HEARING	10/16/2020

REVISIONS		
No.	DESCRIPTION	DATE

COVER

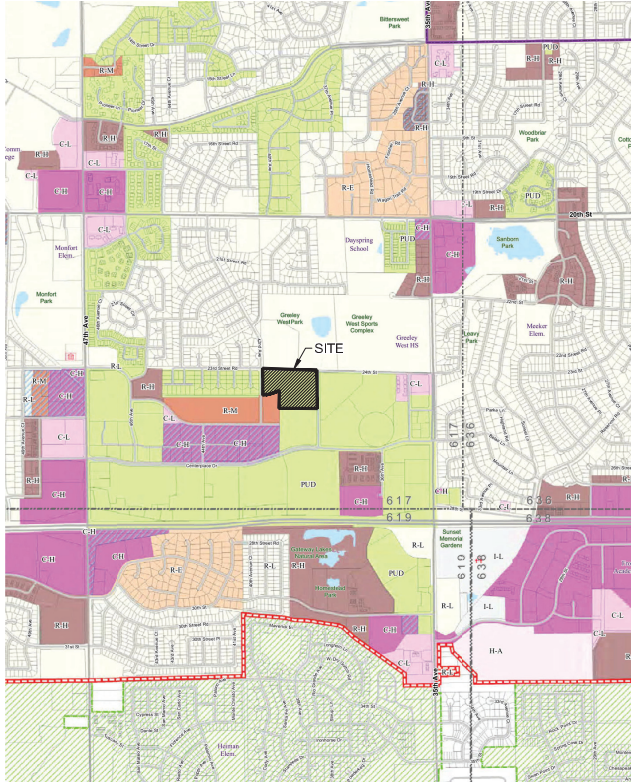
SEAL:



PROJECT No.:	R19-054
DRAWN BY:	AG
REVIEWED BY:	SC
DRAWING NUMBER:	

VICINITY MAP

SCALE: 1"=1500'



DESIGN STANDARDS

		Existing Gateway PUD (1985)	Existing Centerplace Concept Plan and Preliminary PUD (2000)	Proposed GREELEY WEST MULTIFAMILY PUD
				LOT 1
SIZE	SQUARE FOOT	APPROX. 228,778	APPROX. 313,046	541,824
	ACRE	APPROX. 5.25	APPROX. 7.19	12.4380
ALLOWABLE USES	RESIDENTIAL	RESIDENTIAL***	HIGH DENSITY RESIDENTIAL	SINGLE FAMILY DETACHED, SINGLE FAMILY ATTACHED (TOWNHOUSE), PAIRED HOMES (DUPLX), MULTIFAMILY, MIXED-USE, GROUP HOMES, INTERMEDIATE & LONG TERM CARE/ASSISTED/INDEPENDENT LIVING UNITS, SECONDARY DWELLINGS
	COMMERCIAL	HIGH TECH	LOW INTENSITY COMMERCIAL	ENTERTAINMENT ESTABLISHMENTS, BED & BREAKFAST, HOTEL/MOTEL, MEDICAL AND DENTAL OFFICES/CLINICS, NURSERIES/GREENHOUSES, OFFICES, PARKING LOTS AND STRUCTURES, MEMBERSHIP/HEALTH CLUBS, CARWASH AND SERVICE
	INDUSTRIAL	***	***	OIL AND GAS OPERATIONS, UTILITY SERVICE FACILITIES, WIRELESS COMM. FACILITIES
	INSTITUTIONAL AND RECREATIONAL	***	***	CHILD CARE/DAYCARE, SCHOOLS, CHURCHES, HOSPITALS, LIBRARIES, MUSEUMS, COMMUNITY REC CENTER, SPORTS COURTS, OPEN SPACE, PARKS
GROSS DENSITY		30 DU/AC	20 DU/AC	25 DU/AC
DWELLING UNITS	MAXIMUM	158	216	311
	MINIMUM	***	***	0
COMMERCIAL F.A.R.	MAXIMUM	***	***	0.8
	MINIMUM	***	***	0
LOT SIZE	MAXIMUM	***	***	N/A
	MINIMUM	***	***	N/A
LOT COVERAGE MAXIMUM		***	***	70%
REQUIRED OPEN SPACE ²		25%	25%	30%
USABLE OPEN SPACE		***	***	60% OF REQUIRED OPEN SPACE
PARKING		***	***	—
PERIMETER LANDSCAPE AND BUFFERING ³		***	***	SEE MASTER PLAN (THIS SHEET) FOR BUFFER AND ENHANCEMENT LOCATIONS. SEE MASTER PLAN GRAPHIC FOR BUFFER AND ENHANCEMENT LOCATIONS AND LANDSCAPE REQUIREMENTS TABLE FOR DETAILS FOR REQUIREMENTS
BUILDING HEIGHT		2 STORIES; 4 STORIES; 60'-0" (RANGING IN LOCATION)	40'-0"	45'-0", EXCEPT FOR THOSE BUILDINGS WHICH FRONT 42ND AVENUE, IN WHICH CASE HEIGHT SHALL BE LIMITED TO 30'-0"
SEPARATION BETWEEN BUILDINGS		***	***	AS DETERMINED BY INTERNATIONAL BUILDING CODE
SETBACKS FROM:				
COLLECTOR STREET ROW (38TH AVENUE)	PRINCIPLE BUILDING	***	***	20'-0"
	ACCESSORY BUILDING	***	***	25'-0"
	PARKING	***	***	10'-0"
COLLECTOR STREET ROW (42ND AVENUE)	PRINCIPLE BUILDING	***	***	20'-0"
	ACCESSORY BUILDING	***	***	25'-0"
	PARKING	***	***	20'-0"
PRIVATE PROPERTY LINE (INTERIOR/ SIDE LOT LINE)	PRINCIPLE BUILDING	***	***	25'-0"
	ACCESSORY BUILDING	***	***	15'-0"
	PARKING	***	***	10'-0"
PUBLIC OPEN SPACE (ALONG GREELEY WEST PARK)	PRINCIPLE BUILDING	***	***	60'-0"
	ACCESSORY BUILDING	***	***	60'-0"
	PARKING	***	***	10'-0"

NOTES

*** NO STANDARD EXIST

1 DEFER TO GREELEY DEVELOPMENT CODE STANDARDS, AS AMENDED.

2 MINIMUM OPEN SPACE MAY BE REDUCED TO 25%, PROVIDED AT LEAST 2 OF THE FOLLOWING ADDITIONAL AMENITIES ARE PROVIDED: OUTDOOR MOVIE AREA, PASSIVE SEATING AREA OF AT LEAST 1000 SF, OUTDOOR FIRE PITS, OUTDOOR FITNESS ACTIVITY STATIONS ALONG WALKING PATHS, DOG PARK, PODIUM/UNDERGROUND/STRUCTURED PARKING, COMMUNITY GARDEN, PICNIC AREA, OR ROOFTOP DECK. NOT OTHERWISE REQUIRED BY RECREATIONAL AMENITIES OR USABLE OPEN SPACE REQUIREMENTS

3 PERIMETER LANDSCAPE AND BUFFERING STANDARDS AS REQUIRED BY THIS PUD SHALL BE PROVIDED IN LIEU OF BUFFER YARD, COMMON OPEN SPACE LANDSCAPE AND PERIMETER TREATMENT REQUIREMENTS

DEFINITIONS

PRINCIPLE BUILDING SHALL MEAN ANY STRUCTURE BUILT FOR THE SHELTER OR ENCLOSURE OF PERSONS, ANIMALS OR PROPERTY OF ANY KIND, EXCLUDING FENCES OR WALLS. ACCESSORY BUILDING SHALL BE DEFINED AS A DETACHED BUILDING OR STRUCTURE LOCATED UPON THE SAME LOT AS THE PRINCIPAL BUILDING OR STRUCTURE TO WHICH IT IS RELATED, WHICH IS INCIDENTAL TO AND CUSTOMARILY FOUND IN CONNECTION WITH SUCH PRINCIPAL BUILDING OR STRUCTURE AND WHICH IS NOT TO BE USED FOR HUMAN HABITATION.

BUILDING HEIGHT SHALL BE MEASURED FROM THE GRADE PLANE (AS ESTABLISHED BY THE INTERNATIONAL BUILDING CODE) TO THE MIDPOINT OF GABLE, HIP OR SHED ROOFS AND THE HIGHEST POINT OF THE PARAPET OF A FLAT ROOF. MECHANICAL PENTHOUSES SHALL BE EXCLUDED IF SCREENED FROM PUBLIC VIEW.

REQUIRED OPEN SPACE SHALL MEAN THAT PORTION OF A LOT OR SITE NOT ALLOWED TO BE COVERED BY ANY STRUCTURE OR IMPERVIOUS SURFACE, SUCH AS SIDEWALKS OR DRIVEWAYS, EXCEPT WHEN SUCH IMPERVIOUS SURFACE IS COUNTED TOWARD USABLE OPEN SPACE OR RECREATIONAL AMENITY. DETENTION PONDS MAY COUNT TOWARDS REQUIRED OPEN SPACE PER SEC. 18-44-040, AS AMENDED.

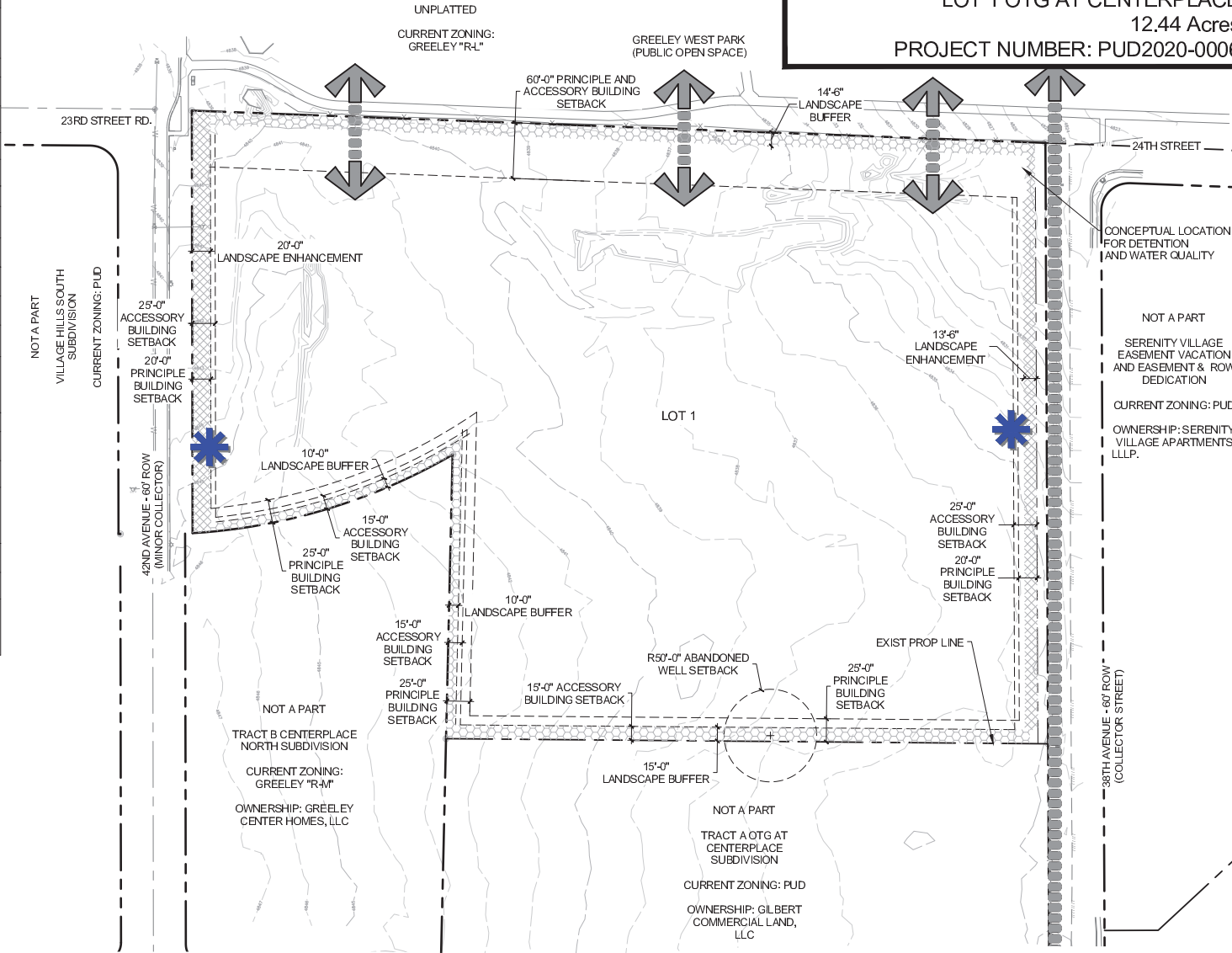
USABLE OPEN SPACE SHALL MEAN AN AREA WHICH IS UNOCCUPIED BY PRINCIPAL OR ACCESSORY BUILDINGS AND WHICH IS AVAILABLE TO ALL OCCUPANTS OF THE BUILDING OR DEVELOPMENT FOR USE FOR RECREATIONAL AND OTHER LEISURE ACTIVITIES NORMALLY CARRIED ON OUTDOORS. OUTDOOR DECK OR ROOFTOP AMENITY SPACES MAY BE INCLUDED. THE AREA OF OUTDOOR RECREATIONAL AMENITIES, AS REQUIRED SHALL COUNT TOWARDS USABLE OPEN SPACE REQUIREMENT. DETENTION PONDS MAY COUNT TOWARDS USABLE OPEN SPACE PER SEC. 18.44.080 AS AMENDED

LANDSCAPE BUFFER SHALL MEAN A BOUNDARY BETWEEN DEVELOPMENTS OR USES WITH THE INTENT TO SCREEN USES FROM VIEW OF EACH OTHER.

LANDSCAPE ENHANCEMENT SHALL MEAN A BOUNDARY ALONG PUBLIC RIGHT-OF-WAY DESIGNED WITH THE INTENT TO ENHANCE THE BOUNDARY'S VISUAL CHARACTERISTICS AND PEDESTRIAN EXPERIENCE. THE ENHANCEMENT SHALL CONTAIN A STRONG DESIGN THEME AND RESPOND TO THE DEVELOPMENT'S CONTEXT AND ARCHITECTURE THROUGH BALANCE, RHYTHM, PATTERN, EMPHASIS, CONTRAST, UNITY AND/OR MOVEMENT. THIS INCLUDES, BUT IS NOT LIMITED TO, INCREASED ANNUAL AND PERENNIAL PLANTINGS, VARYING MULCHES AND TEXTURES, SITE FURNISHINGS, SITE LIGHTING, OR HIGH MATERIAL QUALITY, ETC.

LANDSCAPE REQUIREMENTS		
BOUNDARY TYPE	PROVIDED WIDTH (LF)	REQUIREMENT (PER 100 L.F.)
BUFFER	11'-15'	2 SHADE TREES
		1 ORNAMENTAL TREES OR TYPE 3 SHRUB
		1 EVERGREEN TREES
		6 TYPE 2 SHRUBS
		9 TYPE 1 SHRUBS
BUFFER	≤10'	1 SHADE TREES
		1 ORNAMENTAL TREES OR TYPE 3 SHRUB
		5 TYPE 1 SHRUBS
ENHANCEMENT	16'-20'	2.5 ORNAMENTAL TREES
		1 EVERGREEN TREES
		5 TYPE 2 SHRUBS
ENHANCEMENT	11'-15'	20 PERENNIALS (INCLUDING ORNAMENTAL GRASSES)
		.5 EVERGREEN TREES
		1.5 ORNAMENTAL TREES OR TYPE 3 SHRUB
		8 TYPE 1 SHRUBS
		15 PERENNIALS (INCLUDING ORNAMENTAL GRASSES)
ENHANCEMENT	≤10'	1 ORNAMENTAL TREES OR TYPE 3 SHRUB
		4 TYPE 1 SHRUBS
		10 PERENNIALS (INCLUDING ORNAMENTAL GRASSES)

TYPE 3 SHRUB SHALL BE 8'+ TALL AT MATURITY
TYPE 2 SHRUB SHALL BE 4' - 8' TALL AT MATURITY
TYPE 1 SHRUB SHALL BE 1' - 4' TALL AT MATURITY



MASTER PLAN LEGEND

- Landscape Enhancement
- Landscape Buffer
- Bicycle and Pedestrian Connection
- Direct Access

APPROVAL CERTIFICATE

ENGINEERING: _____

PLANNING: _____

OWNER: _____

GREELEY WEST MULTIFAMILY
PRELIMINARY PUD
LOT 1 OTG AT CENTERPLACE
12.44 Acres
PROJECT NUMBER: PUD2020-0006

GREELEY WEST
MULTIFAMILY

PRELIMINARY PUD

GREELEY, CO
PREPARED BY:



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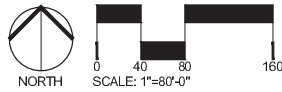
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OWNER

GILBERT COMMERCIAL LAND LLLP
68 Indigo Way
Castle Rock, CO 80108



ISSUED		
No.	DESCRIPTION	DATE
01	PRELIMINARY PUD - ROUND 1	05/07/2020
02	PRELIMINARY PUD - ROUND 2	07/29/2020
03	PRELIMINARY PUD - ROUND 3	09/23/2020
04	PRELIMINARY PUD HEARING	10/16/2020
REVISIONS		
No.	DESCRIPTION	DATE

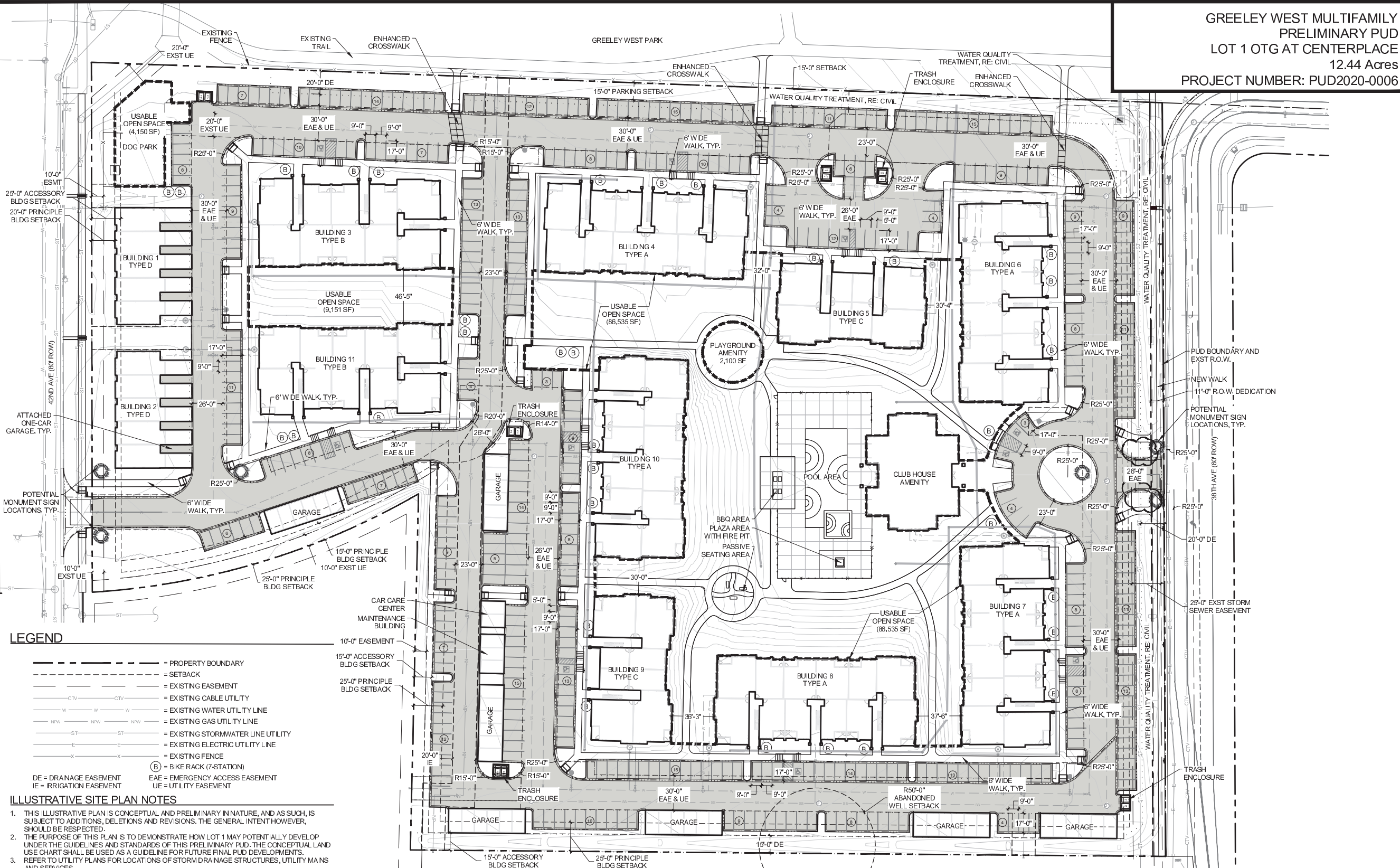
MASTER PLAN

SEAL:



PROJECT No.:	R19-054
DRAWN BY:	AG
REVIEWED BY:	SC
DRAWING NUMBER:	

Plotted By: Sam Collins Layout: Preliminary Site Plan Printed On: 10/29/2020 12:38 PM File Name: Preliminary Site Plan.dwg



LEGEND

- = PROPERTY BOUNDARY
- = SETBACK
- = EXISTING EASEMENT
- CTV --- CTV = EXISTING CABLE UTILITY
- W --- W --- W = EXISTING WATER UTILITY LINE
- NPW --- NPW --- NPW = EXISTING GAS UTILITY LINE
- ST --- ST --- ST = EXISTING STORMWATER LINE UTILITY
- E --- E --- E = EXISTING ELECTRIC UTILITY LINE
- X --- X --- X = EXISTING FENCE
- DE = DRAINAGE EASEMENT
- IE = IRRIGATION EASEMENT
- (B) = BIKE RACK (7-STATION)
- EAE = EMERGENCY ACCESS EASEMENT
- UE = UTILITY EASEMENT

ILLUSTRATIVE SITE PLAN NOTES

- THIS ILLUSTRATIVE PLAN IS CONCEPTUAL AND PRELIMINARY IN NATURE, AND AS SUCH, IS SUBJECT TO ADDITIONS, DELETIONS AND REVISIONS. THE GENERAL INTENT HOWEVER, SHOULD BE RESPECTED.
- THE PURPOSE OF THIS PLAN IS TO DEMONSTRATE HOW LOT 1 MAY POTENTIALLY DEVELOP UNDER THE GUIDELINES AND STANDARDS OF THIS PRELIMINARY PUD. THE CONCEPTUAL LAND USE CHART SHALL BE USED AS A GUIDELINE FOR FUTURE FINAL PUD DEVELOPMENTS.
- REFER TO UTILITY PLANS FOR LOCATIONS OF STORM DRAINAGE STRUCTURES, UTILITY MAINS AND SERVICES.
- REFER TO THE CIVIL ENGINEERING PLANS FOR DETAILED INFORMATION OF PROPOSED TOPOGRAPHY, UTILITY, AND STREET IMPROVEMENTS.
- REFER TO THE PLAT AND EASEMENT DEDICATION MAP FOR LOT AREAS, TRACT SIZES, EASEMENTS, LOT DIMENSIONS, UTILITY EASEMENTS, OTHER EASEMENTS, AND OTHER SURVEY INFORMATION.
- ALL SIDEWALKS AND RAMPS WILL CONFORM TO CITY OF GREELEY STANDARDS. ALL HANDICAP PARKING SPACES, AND RAMPS ARE TO BE VERIFIED WITH CIVIL ENGINEER FOR GRADING, DRAINAGE, AND ACCESSIBLE ROUTE CONSIDERATIONS. HANDICAP PARKING SPACES SHOULD SLOPE NO MORE THAN 1:48 IN ANY DIRECTION. ALL ACCESSIBLE ROUTES SHOULD SLOPE NO MORE THAN 1:20 IN DIRECTION OF TRAVEL AND NO MORE THAN 1:48 CROSS SLOPE.
- PROPOSED EXTERIOR LIGHTING SHALL COMPLY WITH ALL CITY OF GREELEY LIGHTING REQUIREMENTS.
- ALL ROOFTOP AND GROUND MOUNTED MECHANICAL EQUIPMENT SHALL BE FULLY SCREENED FROM PUBLIC VIEW.
- ALL SIGNAGE SHALL COMPLY WITH THE CITY OF GREELEY SIGN CODE.
- PLACEMENT OF ALL LANDSCAPING SHALL BE IN ACCORDANCE WITH THE SIGHT DISTANCE CRITERIA AS SPECIFIED BY THE CITY OF GREELEY. NO STRUCTURES OR LANDSCAPE ELEMENTS GREATER THAN 24" SHALL BE ALLOWED WITHIN THE SIGHT DISTANCE TRIANGLE OR EASEMENT WITH THE EXCEPTION OF DECIDUOUS TREES PROVIDING THE LOWEST BRANCH IS AT LEAST 6" FROM GRADE. ANY FENCES WITHIN THE SIGHT DISTANCE TRIANGLE OR EASEMENT SHALL BE NO MORE THAN 42" IN HEIGHT AND OF AN OPEN DESIGN.
- ALL SIGNAGE WILL NEED TO COMPLY TO STANDARDS FOUND IN CHAPTER 18.54 OF THE DEVELOPMENT CODE. ALL SIGNAGE IS REVIEWED THROUGH A SEPARATE PROCESS AND REQUIRES A BUILDING PERMIT.

LAND USE CHART

REQUIRED OPEN SPACE		REQUIREMENT	AREA (SF)
GROSS AREA			541,823
REQUIRED OPEN SPACE		30% OF GROSS AREA	162,547
REQUIRED USABLE OPEN SPACE		60% OF REQUIRED OPEN SPACE	97,528
PROVIDED OPEN SPACE			
	AREA (SF)	% OF GROSS AREA	SF OVER REQUIREMENT
COMMON OPEN SPACE	184,183	33.99	21,636
USABLE OPEN SPACE	104,336	19.26	6,808
CENTRAL GREEN (LESS CLUBHOUSE AND PLAYGROUND)			
WESTERN COURTYARD			
DOG PARK			
CREDIT FROM EXTRA AMENITIES			
GROSS AREA	541,823		

CONCEPTUAL RECREATIONAL AMENITY BREAKDOWN

REQUIRED AMENITY	REQUIREMENT	PROVIDED	CREDITS
PLAYGROUNDS	1000 SF	2100 SF TOTAL	2
CLUBHOUSE	2000 SF	6400 SF	2
ADDITIONAL AMENITIES BEYOND REQUIREMENT			
POOL AREA	20' X 40' MIN.	80' X 60'	2
TRAIL AND WALK SYSTEM			0.5
BBQ AREA			1.0
PLAZA	1000 SF	1000 SF	1.0
TOTAL PROVIDED			8.5
TOTAL REQUIRED PER GREELEY DEVELOPMENT CODE 18.40.100(e)(4)			
AMENITIES OVER REQUIREMENT			
SQUARE FOOT CREDIT TOWARDS USABLE OPEN SPACE			
			4500

CONCEPTUAL DWELLING UNIT BREAKDOWN

UNIT TYPE:	DWELLING UNITS	TOTAL BEDROOMS	% (DU)
STUDIO	24	24	8%
ONE BEDROOM	156	156	52%
TWO BEDROOM	106	212	36%
THREE BEDROOM	12	36	4%
TOTAL	298	428	100%

CONCEPTUAL BICYCLE PARKING

MULTI FAMILY	§ SPACE PER BEDROOM	287	286*
* REQUIRED BICYCLE SPACES ARE CALCULATED PER GREELEY DEVELOPMENT CODE 18.42.070			
428 BEDROOMS X .667 = 286			
* REQUIRED PARKING SPACES ARE CALCULATED PER GREELEY DEVELOPMENT CODE 18.42.050			
STUDIO: 24 X 1.25 = 30 SPACES			
1 BEDROOM: 156 X 1.5 SPACES = 234 SPACES			
2 BEDROOM: 106 X 1.75 SPACES = 186 SPACES			
3 BEDROOM: 12 X 2.0 SPACES = 24 SPACES			
TOTAL = 474			
GUEST = 474 X 10% = 48 SPACES			
TOTAL REQUIRED = 522 SPACES			

GREELEY WEST MULTIFAMILY
PRELIMINARY PUD
LOT 1 OTG AT CENTERPLACE
12.44 Acres
PROJECT NUMBER: PUD2020-0006

GREELEY WEST
MULTIFAMILY

PRELIMINARY PUD

GREELEY, CO
PREPARED BY:



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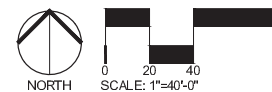
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OWNER

GILBERT COMMERCIAL LAND LLLP
68 Indigo Way
Castle Rock, CO 80108



ORIGINAL SIZE 24X36

No.	DESCRIPTION	DATE
01	PRELIMINARY PUD - ROUND 1	05/07/2020
02	PRELIMINARY PUD - ROUND 2	07/29/2020
03	PRELIMINARY PUD - ROUND 3	09/23/2020
04	PRELIMINARY PUD HEARING	10/16/2020

REVISIONS

No.	DESCRIPTION	DATE

ILLUSTRATIVE SITE PLAN

SEAL:



PROJECT No.: R19-054

DRAWN BY: AG

REVIEWED BY: SC

DRAWING NUMBER:

PRELIMINARY PUD

GREELEY, CO
PREPARED BY:



LAND PLANNER

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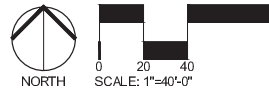
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ORIGINAL SIZE 24X36

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REVISIONS

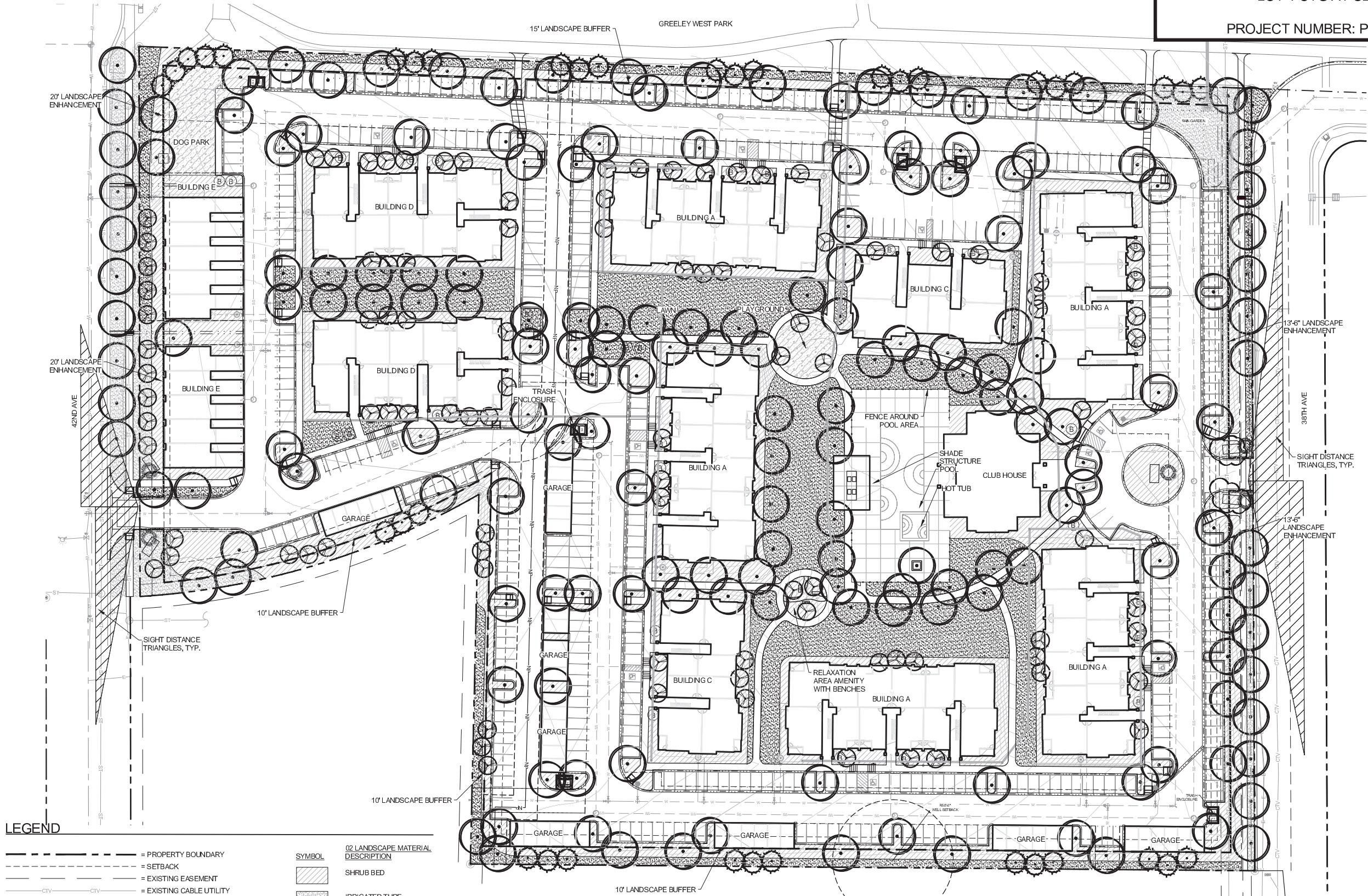
No.	DESCRIPTION	DATE

ILLUSTRATIVE
LANDSCAPE PLAN

SEAL:

ENTITLEMENT
DRAWINGS
NOT FOR
CONSTRUCTION

PROJECT No.:	R19-054
DRAWN BY:	AG
REVIEWED BY:	SC
DRAWING NUMBER:	



LEGEND

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- - - NPW = EXISTING GAS UTILITY LINE
- - - ST = EXISTING STORMWATER LINE UTILITY
- - - E = EXISTING ELECTRIC UTILITY LINE
- - - X = EXISTING FENCE
- - - = PROPOSED FENCE
- - - 6" W = PROPOSED WATER UTILITY LINE
- - - 12" S = PROPOSED SANITARY SERVICE LINE UTILITY
- (B) = BIKE RACK

SYMBOL

- SHRUB BED
- IRRIGATED TURF
- CRUSHER FINES
- CANOPY TREE
- EVERGREEN TREE
- ORNAMENTAL TREE

LANDSCAPE NOTES

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- SEE SHEET S-1 LANDSCAPE REQUIREMENTS FOR OVERALL PUD LANDSCAPE DESIGN STANDARDS AND EXAMPLES OF LANDSCAPE CALCULATIONS FOR THIS ILLUSTRATIVE PLAN.
- NO PLANT MATERIAL WITH MATURE GROWTH GREATER THAN THREE (3) FEET IN HEIGHT SHALL BE PLANTED WITHIN POTABLE WATER, SANITARY SEWER, OR NON-POTABLE IRRIGATION EASEMENTS. [VOLUME III, SECTION 2.05(A)]
- NO SHRUBS SHALL BE PLANTED WITHIN FIVE (5) FEET OR TREES WITHIN TEN (10) FEET OF POTABLE AND NON-POTABLE WATER METERS, FIRE HYDRANTS, SANITARY SEWER MANHOLES, OR POTABLE WATER, SANITARY SEWER, AND NON-POTABLE IRRIGATION MAINS AND SERVICES. [VOLUME III, SECTION 2.05(B)]
- SOIL FOR LANDSCAPING SHALL BE AMENDED WITH 4 CU.YDS OF ORGANIC MATERIAL PER 1000 SQ.FT. [CHAPTER 14.08.290(7)]
- AUTOMATIC IRRIGATION SYSTEM SHALL BE EQUIPPED WITH AN AUTOMATIC RAIN DETECTION DEVICE. [CHAPTER 18.44.100.3.B]
- NON-POTABLE WATER SHALL BE THE PREFERRED IRRIGATION SOURCE TO THE EXTENT REASONABLY FEASIBLE
- ALL BUFFERS AND ENHANCEMENTS ARE REQUIRED TO BE DESIGNED WITH NATIVE PLANT MATERIAL TO ENCOURAGE WATER-WISE DESIGN

- ADDITIONAL PARKING LOT AND DRIVE REQUIREMENTS NOTES:
- PARKING LOT SCREENING SHALL BE AT LEAST THREE (3) FEET HIGH AND PROVIDE AT LEAST SIXTY PERCENT (60%) OPACITY YEAR-ROUND FOR AT LEAST SEVENTY-FIVE PERCENT (75%) OF THE FRONTAGE.
 - LANDSCAPED ISLANDS AND MEDIANS SHALL CONTAIN A MINIMUM OF ONE (1) SHADE OR ORNAMENTAL TREE PER PARKING ROW. SHRUBS AND LIVING GROUND COVER WITH A MATURE HEIGHT OF THREE (3) FEET OR LESS. ROCK AND MULCH MAY BE PLACED AROUND THE LIVE PLANTINGS BUT SHALL NOT EXCEED FIFTY PERCENT (50%) OF THE LANDSCAPE ISLAND.

APPROVAL CERTIFICATE

ENGINEERING: _____

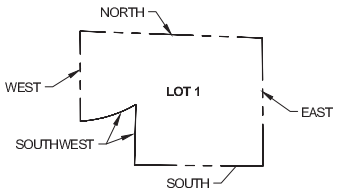
PLANNING: _____

OWNER: _____

Plotted By: Sam Collins Layout: 11 Landscape Notes and Details Printed On: 10/28/2020 12:39 PM File Name: Landscape Notes and Details.dwg

REQUIRED PLANT CALCULATIONS

REQUIRED LANDSCAPE TYPE						
BOUNDARY	REQUIRED YARD TYPE					
NORTH	11'-15' WIDE BUFFER					
SOUTH	15' WIDE BUFFER					
WEST	16'-20' WIDE ENHANCEMENT					
SOUTHWEST	≤10' WIDE BUFFER					
EAST	11'-15' WIDE ENHANCEMENT					



PERIMETER LANDSCAPE REQUIREMENTS						
BOUNDARY	PROVIDED WIDTH (LF)	PROVIDED LENGTH (LF)	REQUIREMENT (PER 100 L.F.)	PLANTINGS REQUIRED	PLANTINGS PROVIDED	DIFFERENCE
NORTH	15	923	2 SHADE TREES	18	0	-18
			1 ORNAMENTAL TREES OR TYPE 3 SHRUB	9	0	-9
			1 EVERGREEN TREES	9	0	-9
			6 TYPE 2 SHRUBS	55	0	-55
			9 TYPE 1 SHRUBS	83	0	-83
EAST	20	648	2.5 ORNAMENTAL TREES	16	0	-16
			1 EVERGREEN TREE	6	0	-6
			5 TYPE 2 SHRUBS	32	0	-32
			20 PERENNIALS (INCLUDING ORNAMENTAL GRASSES)	130	0	-130
SOUTH	15	650	2 SHADE TREES	13	0	-13
			1 ORNAMENTAL TREES OR TYPE 3 SHRUB	7	0	-7
			1 EVERGREEN TREES	7	0	-7
			6 TYPE 2 SHRUBS	39	0	-39
			9 TYPE 1 SHRUBS	59	0	-59
SOUTHWEST	10	568	1 SHADE TREES	6	0	-6
			1 ORNAMENTAL TREES OR TYPE 3 SHRUB	6	0	-6
			5 TYPE 1 SHRUBS	28	0	-28
WEST	20	456	2.5 ORNAMENTAL TREES	11	0	-11
			1 EVERGREEN TREE	5	0	-5
			5 TYPE 2 SHRUBS	23	0	-23
			20 PERENNIALS (INCLUDING ORNAMENTAL GRASSES)	91	0	-91

* PROVIDED COUNTS TO BE SUBMITTED WITH FINAL PUD

PARKING LOT LANDSCAPE AREA				
TREE EQUIVALENT		PLANTINGS PROVIDED	PARKING LOT LANDSCAPE AREA EQUIVALENT	
2" CALIPER SHADE TREE	1,600	0	0	0
2.5" CALIPER SHADE TREE	2,500	0	0	
3" SHADE TREE	4,000	0	0	
1.5" CALIPER ORNAMENTAL TREE	1,400	0	0	
6'H EVERGREEN	800	0	0	

* PROVIDED COUNTS TO BE SUBMITTED WITH FINAL PUD

ADDITIONAL PARKING LOT AND DRIVE REQUIREMENTS NOTES:

- PARKING LOT SCREENING SHALL BE AT LEAST THREE (3) FEET HIGH AND PROVIDE AT LEAST SIXTY PERCENT (60%) OPACITY YEAR-ROUND FOR AT LEAST SEVENTY-FIVE PERCENT (75%) OF THE FRONTAGE.
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PLANTING SCHEDULE

	CANOPY TREE	-
	EVERGREEN TREE	-
	ORNAMENTAL TREE	-

* PROVIDED COUNTS TO BE SUBMITTED WITH FINAL PUD

NORTH BUFFER PLANTING SCHEDULE

	CANOPY TREE	-
	EVERGREEN TREE	-

* PROVIDED COUNTS TO BE SUBMITTED WITH FINAL PUD

WEST BUFFER PLANTING SCHEDULE

	CANOPY TREE	-
	ORNAMENTAL TREE	-

* PROVIDED COUNTS TO BE SUBMITTED WITH FINAL PUD

SOUTHWEST BUFFER PLANTING SCHEDULE

	CANOPY TREE	-
	EVERGREEN TREE	-
	ORNAMENTAL TREE	-

* PROVIDED COUNTS TO BE SUBMITTED WITH FINAL PUD

SOUTH BUFFER PLANTING SCHEDULE

	CANOPY TREE	-
	EVERGREEN TREE	-

* PROVIDED COUNTS TO BE SUBMITTED WITH FINAL PUD

GREELEY WEST MULTIFAMILY
PRELIMINARY PUD
LOT 1 OTG AT CENTERPLACE
12.44 Acres
PROJECT NUMBER: PUD2020-0006

APPROVAL CERTIFICATE

ENGINEERING:_____

PLANNING:_____

OWNER:_____

GREELEY WEST
MULTIFAMILY

PRELIMINARY PUD

GREELEY, CO

PREPARED BY:



LAND PLANNER

RIPLEY DESIGN INC.
San Collins, PLA
419 Canyon Ave., Suite 200
Fort Collins, CO 80521
p. 970.224.5828

APPLICANT

MCWHINNEY
Natalie Dustman
1800 Wazee Street, Suite 200
Denver, CO 80202
p. 303.309.4837

ARCHITECT

STUDIO PBA
John Payne
1575 Glavin Street
Denver, CO 80218
p. 303.592.2904

ENGINEER

NORTHERN ENGINEERING
Andy Reese
301 N Howes St #100
Fort Collins, CO 80521
p. 970.568.5403

OWNER

GILBERT COMMERCIAL LAND LLLP
68 Indigo Way
Castle Rock, CO 80108

ORIGINAL SIZE 24X36

ISSUED		
No.	DESCRIPTION	DATE
01	PRELIMINARY PUD - ROUND 1	05/07/2020
02	PRELIMINARY PUD - ROUND 2	07/29/2020
03	PRELIMINARY PUD - ROUND 3	09/23/2020
04	PRELIMINARY PUD HEARING	10/16/2020
REVISIONS		
No.	DESCRIPTION	DATE

LANDSCAPE
REQUIREMENTS

SEAL:



PROJECT No.:	R19-054
DRAWN BY:	AG
REVIEWED BY:	SC
DRAWING NUMBER:	



2

13

BUILDING A - REAR PERSPECTIVE



1

13

BUILDING A - FRONT PERSPECTIVE

APPROVAL CERTIFICATE

ENGINEERING: _____

PLANNING: _____

OWNER: _____

GREELEY WEST
MULTIFAMILY

PRELIMINARY PUD



LAND PLANNER

RIPLEY DESIGN INC.
Sam Couts, PLA
419 Canyon Ave. Suite 200
Fort Collins, CO 80521
p. 970.224.5828

APPLICANT

MCWHINNEY
Natalie Dustman
1800 Wazee Street, Suite 200
Denver, CO 80202
p. 303.309.4837

ARCHITECT

STUDIO PBA
John Payne
1575 Glavin Street
Denver, CO 80218
p. 303.592.2904

ENGINEER

NORTHERN ENGINEERING
Andy Reese
301 N Howes St #100
Fort Collins, CO 80521
p. 970.568.5403

ORIGINAL SIZE 24X36

ISSUED		
No.	DESCRIPTION	DATE
01	PRELIMINARY PUD -ROUND 1	05/07/2020
02	PRELIMINARY PUD -ROUND 2	07/29/2020

BUILDING A
PERSPECTIVES

SEAL:



PROJECT No.: MW19001

DRAWING NUMBER:



2

BUILDING B - REAR PERSPECTIVE



1

BUILDING B - FRONT PERSPECTIVE

GREELEY WEST
MULTIFAMILY

PRELIMINARY PUD



LAND PLANNER
RIPLEY DESIGN INC.
Sam Couts, PLA
419 Canyon Ave. Suite 200
Fort Collins, CO 80521
p. 970.224.5828

APPLICANT
MCWHINNEY
Natalie Dustman
1800 Wazee Street, Suite 200
Denver, CO 80202
p. 303.309.4837

ARCHITECT
STUDIO PBA
John Payne
1575 Glavin Street
Denver, CO 80218
p. 303.592.2904

ENGINEER
NORTHERN ENGINEERING
Andy Reese
301 N Howes St #100
Fort Collins, CO 80521
p. 970.568.5403

ORIGINAL SIZE 24X36

ISSUED		
No.	DESCRIPTION	DATE
01	PRELIMINARY PUD -ROUND 1	05/07/2020
02	PRELIMINARY PUD -ROUND 2	07/29/2020

BUILDING A
PERSPECTIVES

SEAL:



APPROVAL CERTIFICATE
ENGINEERING: _____
PLANNING: _____
OWNER: _____

PROJECT No.: MW19001

DRAWING NUMBER:



2

19

BUILDING C - REAR PERSPECTIVE



1

19

BUILDING C - FRONT PERSPECTIVE

GREELEY WEST
MULTIFAMILY

PRELIMINARY PUD



LAND PLANNER
RIPLEY DESIGN INC.
Sam Couts, PLA
419 Canyon Ave. Suite 200
Fort Collins, CO 80521
p. 970.224.5828

APPLICANT
MCWHINNEY
Natalie Dustman
1800 Wazee Street, Suite 200
Denver, CO 80202
p. 303.309.4837

ARCHITECT
STUDIO PBA
John Payne
1575 Glavin Street
Denver, CO 80218
p. 303.592.2904

ENGINEER
NORTHERN ENGINEERING
Andy Reese
301 N Howes St #100
Fort Collins, CO 80521
p. 970.568.5403

ORIGINAL SIZE 24X36		
ISSUED		
No.	DESCRIPTION	DATE
01	PRELIMINARY PUD -ROUND 1	05/07/2020
02	PRELIMINARY PUD -ROUND 2	07/29/2020

BUILDING A
PERSPECTIVES

SEAL:



APPROVAL CERTIFICATE
ENGINEERING: _____
PLANNING: _____
OWNER: _____

PROJECT No.: MW19001

DRAWING NUMBER:



2

22

BUILDING D - REAR PERSPECTIVE



1

22

BUILDING D - FRONT PERSPECTIVE

APPROVAL CERTIFICATE

ENGINEERING: _____

PLANNING: _____

OWNER: _____

GREELEY WEST
MULTIFAMILY

PRELIMINARY PUD



LAND PLANNER

RIPLEY DESIGN INC.
Sam Couts, PLA
419 Canyon Ave. Suite 200
Fort Collins, CO 80521
p. 970.224.5828

APPLICANT

MCWHINNEY
Natalie Dustman
1800 Wacopa Street, Suite 200
Denver, CO 80202
p. 303.309.4837

ARCHITECT

STUDIO PBA
John Payne
1575 Glavin Street
Denver, CO 80218
p. 303.592.2904

ENGINEER

NORTHERN ENGINEERING
Andy Reese
301 N Howes St #100
Fort Collins, CO 80521
p. 970.568.5403

ORIGINAL SIZE 24X36

ISSUED		
No.	DESCRIPTION	DATE
01	PRELIMINARY PUD -ROUND 1	05/07/2020
02	PRELIMINARY PUD -ROUND 2	07/29/2020

BUILDING A
PERSPECTIVES

SEAL:



PROJECT No.: MW19001

DRAWING NUMBER:



2

25

CLUBHOUSE - REAR PERSPECTIVE



1

25

CLUBHOUSE - FRONT PERSPECTIVE

APPROVAL CERTIFICATE

ENGINEERING: _____

PLANNING: _____

OWNER: _____

GREELEY WEST
MULTIFAMILY

PRELIMINARY PUD



LAND PLANNER
RIPLEY DESIGN INC.
Sam Couts, PLA
419 Canyon Ave. Suite 200
Fort Collins, CO 80521
p. 970.224.5828

APPLICANT
MCWHINNEY
Natalie Dustman
1800 Wazee Street, Suite 200
Denver, CO 80202
p. 303.309.4837

ARCHITECT
STUDIO PBA
John Payne
1575 Glavin Street
Denver, CO 80218
p. 303.592.2904

ENGINEER
NORTHERN ENGINEERING
Andy Reese
301 N Howes St #100
Fort Collins, CO 80521
p. 970.568.5403

ORIGINAL SIZE 24X36		
ISSUED		
No.	DESCRIPTION	DATE
01	PRELIMINARY PUD -ROUND 1	05/07/2020
02	PRELIMINARY PUD -ROUND 2	07/29/2020

BUILDING A
PERSPECTIVES

SEAL:



PROJECT No.: MW19001

DRAWING NUMBER:



MEMORANDUM

TO: Natalie Dustman, McWhinney

FROM: Christopher J. Fasching, PE, PTOE
Philip Dunham, PE, PTOE

DATE: April 30, 2020

SUBJECT: Centerplace in Greeley
FHU Project Number 120214-01

INTRODUCTION

This memorandum provides traffic impact information for the proposed Centerplace multifamily residential development. The development is planned to be a 298-unit complex located in Greeley, approximately one block north of Centerplace Drive between 38th Avenue and 42nd Avenue. **Figure 1** illustrates the location of the site and the adjacent primary roadway network. The site is currently vacant. Eventually, commercial development will also take place on the northwest corner of Centerplace Drive and 38th Avenue, but this is a future development phase that will occur when market conditions are favorable. Access for the multifamily residential portion of the development will be taken by two full movement side-street stop-controlled accesses, one onto 42nd Avenue on the western edge of the site and one onto 38th Avenue on the eastern edge of the site. **Figure 2** depicts the current site plan concept.

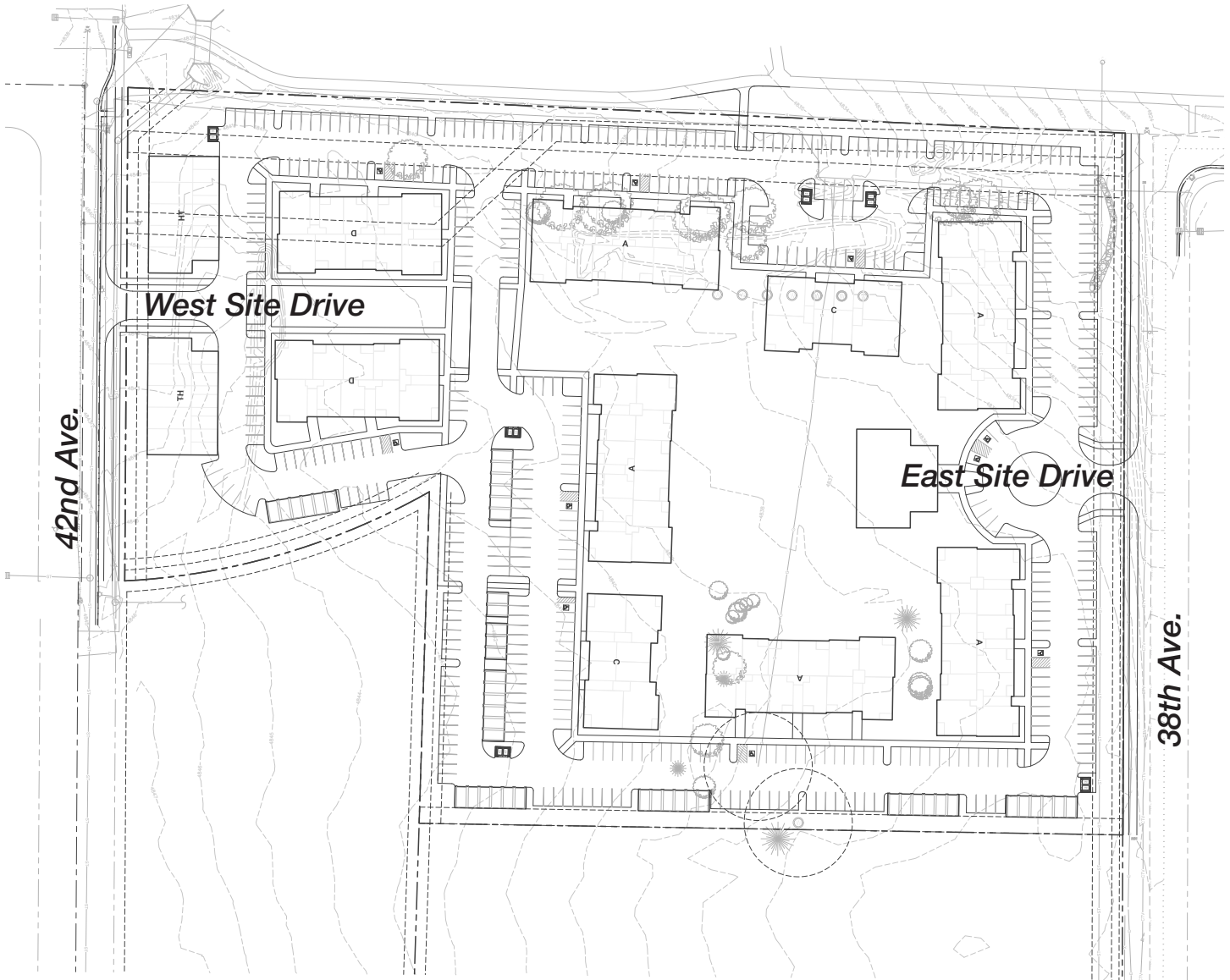
The analysis contained within this memo explores the short-term traffic impacts of the proposed development including both site access drives and the intersection of 38th Avenue/Centerplace Drive. The long-term analysis will incorporate future commercial development south of the residential parcel and will be provided in a separate full traffic impact study report.

EXISTING TRAFFIC

Due to the recent outbreak of COVID-19, existing traffic counts were not conducted as they would not yield a representative snapshot of normal traffic conditions. As a substitute, traffic data have been obtained from the City that included recent traffic impact studies for adjacent developments and daily traffic volumes along 42nd Avenue and Centerplace Drive collected in 2018. The previously collected data were extrapolated to develop estimated pre-COVID traffic conditions for 2020 using a 2 percent annual growth rate. Turning movement estimates were developed based on judgment regarding the area's alternative means of access. Specifically at the Centerplace Drive/38th Avenue intersection, there is a stronger pattern of 38th Avenue traffic to turn to/from the west than the east at this intersection since development in the area has alternative means to head east.

Calculations were subsequently carried out to assess operations given long term background traffic demands. These were conducted using techniques documented in the *Highway Capacity Manual* (Transportation Research Board, 2016) using the existing traffic volumes and intersection geometry. Level of Service (LOS) is a qualitative measure of traffic operational conditions, based on roadway capacity and vehicle delay. Levels of service are described by a letter designation ranging from A to F, with LOS A representing almost free-flow travel, while LOS F represents congested conditions. For signalized intersections, LOS is calculated for the entire intersection while LOS for unsignalized intersections is calculated for movements that must yield right-of-way to other traffic movements. LOS D or better is typically considered acceptable for urban areas.





The southbound left turn at the 38th Avenue/Centerplace Drive intersection is projected to operate at LOS E during the PM peak. However, it is believed that this movement likely operates slightly better than this since vehicle platooning occurs as a result of signals along Centerplace Drive, one being at 44th Avenue to the west and one at 35th Avenue to the east. These signals force larger gaps in traffic to allow for left turn movements. While the delay along the southbound approach of the 38th Avenue/Centerplace Drive intersection is not desirable, the side street volumes do not indicate that signalization would be warranted at this time. **Figure 3** depicts the current traffic volumes and operations.

SHORT-TERM PROJECTED TRAFFIC

Trip generation estimates were developed using average weekday data contained in Trip Generation, 10th Edition, Institute of Transportation Engineers (ITE), 2017. **Table I** shows the trip generation for the proposed development.

Table I. Centerplace Residential Trip Generation Estimates

Land Use	Size	Daily Trips	AM Peak Hour			PM Peak Hour		
			In	Out	Total	In	Out	Total
Multifamily Housing	298 DU's	1,620	28	79	107	80	51	131
Total		1,620	28	79	107	80	51	131

Trip distribution estimates for this site were based on the distribution of traffic from nearby intersections and confirmed to be consistent with studies provided for nearby developments. The site traffic distributions and volumes are represented graphically on **Figure 4** and are as follows:

- 10 percent north on 42nd Avenue
- 10 percent west on 24th Street Road
- 25 percent east on 24th Street
- 35 percent west on Centerplace Drive
- 20 percent east on 25th Street

The increase in background traffic between current conditions and the expected buildout of the site in 2022 is not anticipated to yield different LOS results, but volumes were increased from the 2020 estimated traffic by 2 percent per year for analysis of the short-term condition. These increased volumes were then added together with the site generated traffic resulting in short-term build volumes, which are presented along with LOS results on **Figure 5**. Long-term traffic projections will be developed and assessed in a separate report that is currently underway.

With respect to the Centerplace Drive/38th Avenue intersection, the residential traffic impact would increase total intersection traffic by 4 to 6 percent during the peak hours. Specific to the 38th Avenue leg of the intersections, the range is 23 to 28 percent more traffic due to the residential development. Much like existing conditions, the southbound left turn at the 38th Avenue/Centerplace Drive intersection will experience some delay; this movement is projected to operate at LOS F during the PM peak hour under short-term build conditions. All other Centerplace Drive/38th intersection movements are projected to operate at LOS C or better during peak times. As was previously mentioned, this delay is likely overstated and operations benefit from vehicle platooning along Centerplace Drive from adjacent signals. Short-term build volumes once again do not approach thresholds that would warrant signalization of the intersection. While undesirable these delays are not excessive in nature and drivers have the option to use 24th Street to access 35th Avenue via a signalized intersection if the movement proves difficult during peak times. An approximate 50 percent traffic increase during the AM peak hour and 30 percent increase during the PM peak hour are still needed to satisfy signal warrants at the Centerplace Drive/38th Avenue intersection upon completion of the residential development under the assumption that the third and fourth busiest hours are roughly 80 percent of the peak hours.

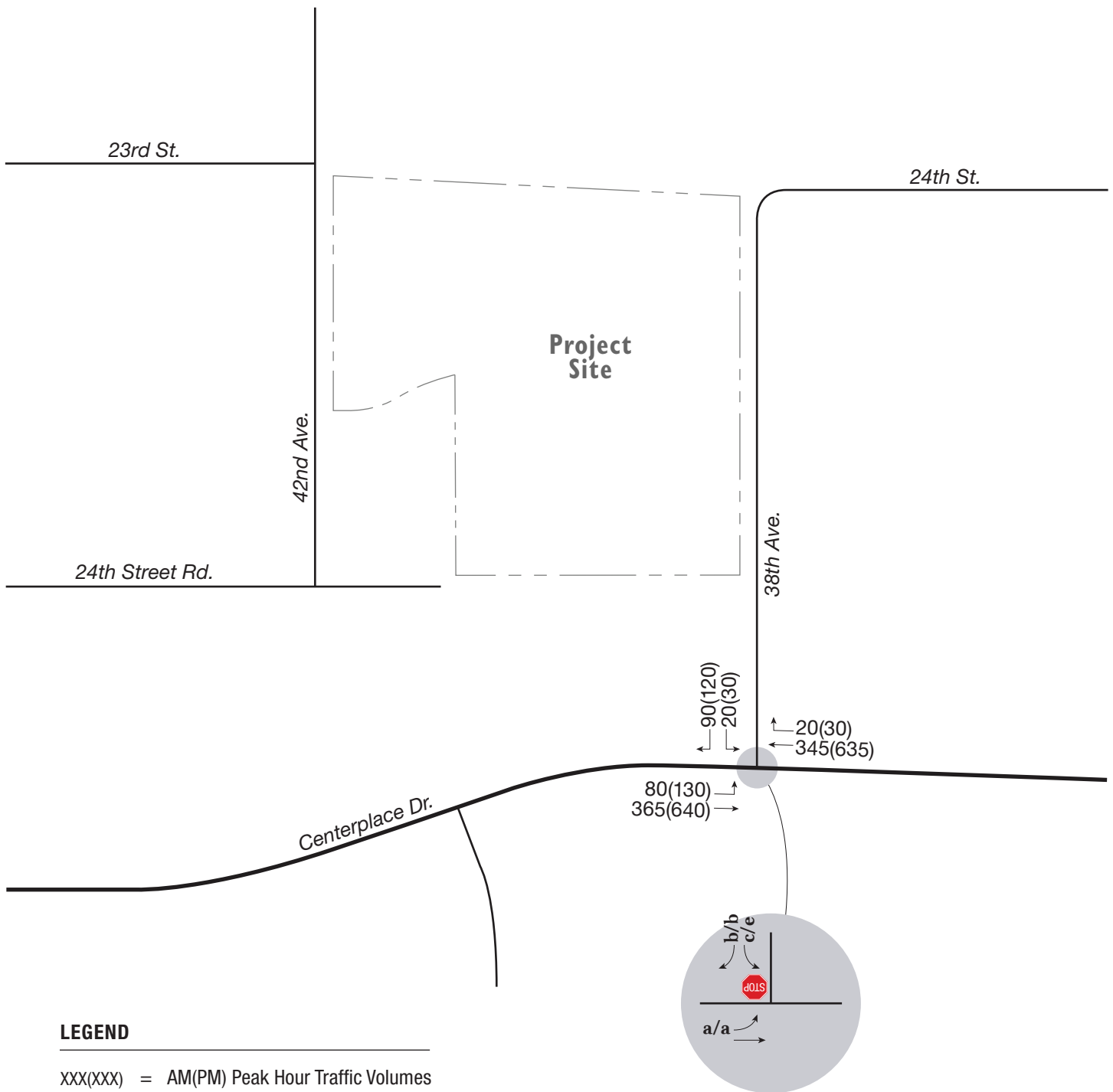
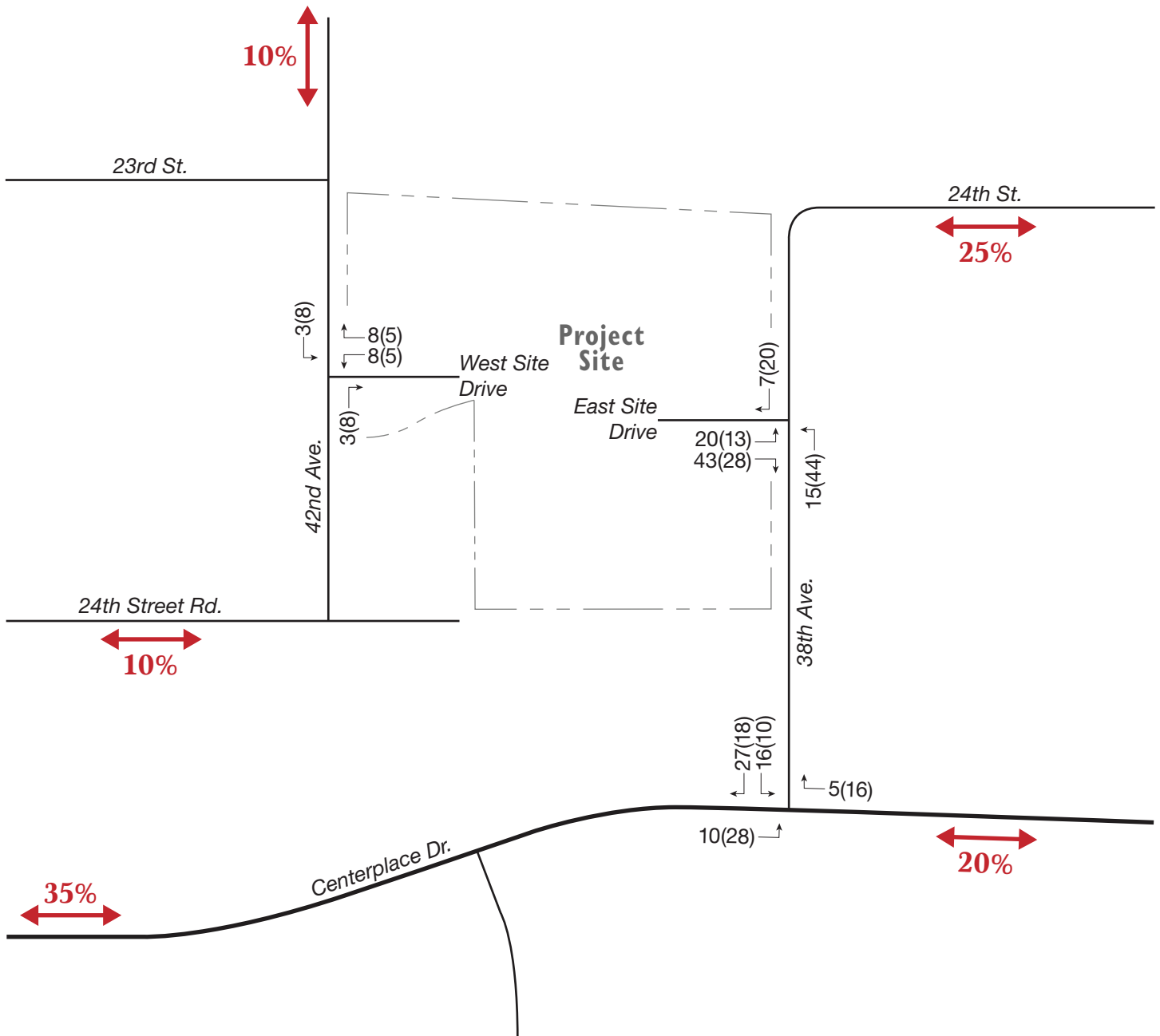


FIGURE 3

**Existing Traffic Volumes
and Operations**

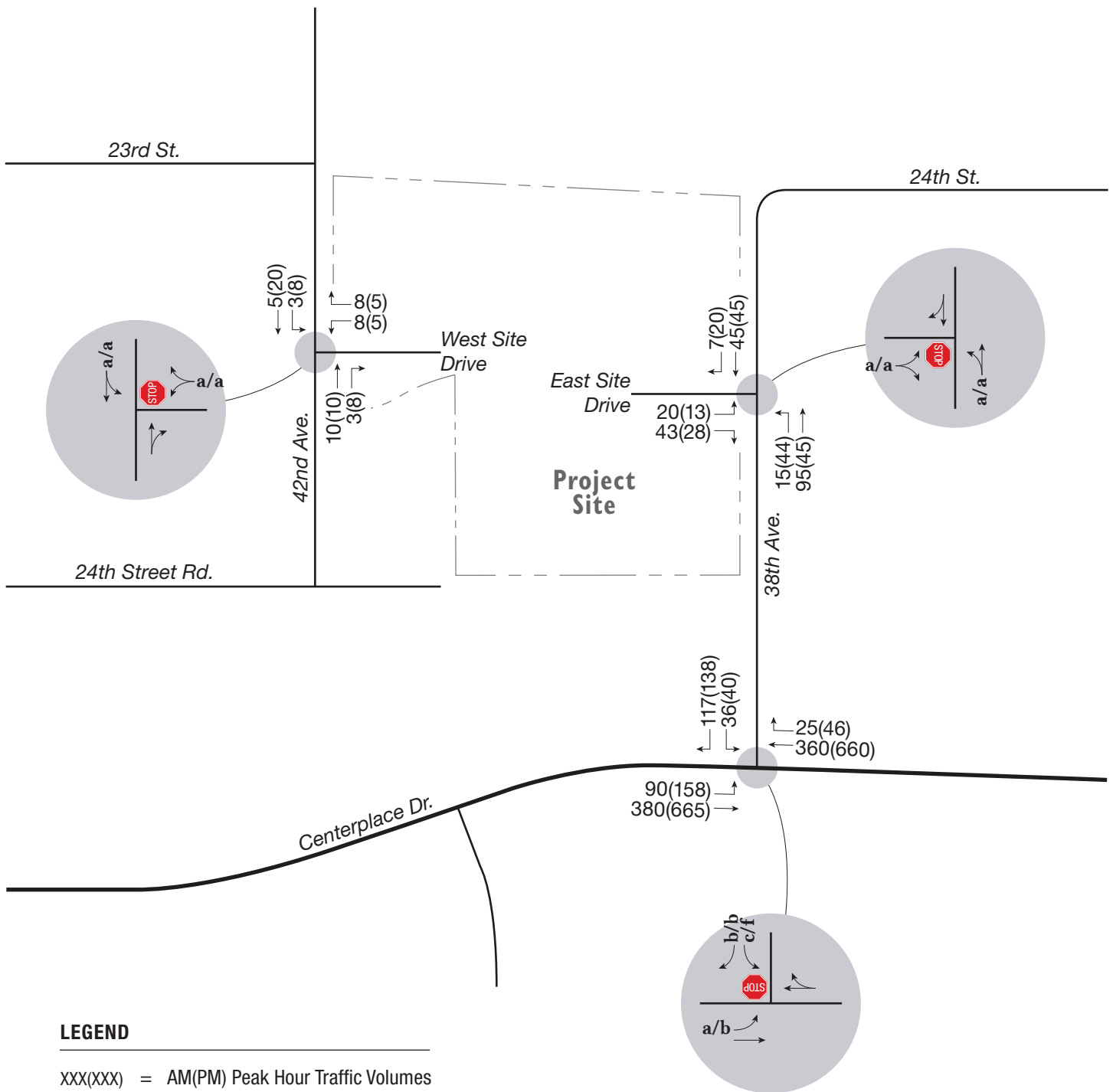
Centerplace in Greeley TIA 20-214-01 4/30/20



LEGEND

XXX(XXX) = AM(PM) Peak Hour Traffic Volumes

XX% = Site Trip Distribution



LEGEND

xxx(xxx) = AM(PM) Peak Hour Traffic Volumes

x/x = AM/PM Peak Hour Unsignalized Intersection Level of Service

 = Stop Sign

Intersection queuing was also evaluated as part of this analysis to determine if existing auxiliary lanes are adequate. It was determined that all 95th percentile queues will be a single vehicle or less with the exception of the southbound left turn at the 38th Avenue/Centerplace Drive intersection, which is projected to be two vehicles during the PM peak hour. This movement is made from a continuous lane and does not pose any need for improvement.

SUMMARY

The proposed development of a 298-unit complex located in Greeley, approximately one block north of Centerplace Drive between 38th Avenue and 42nd Avenue is projected to generate 1,620 daily trips with 107 occurring during the AM peak hour and 131 occurring in the PM peak hour. The southbound left turn at the 38th Avenue/Centerplace Drive intersection is projected to operate at LOS E under existing conditions and LOS F under short-term build conditions during the PM peak hour, but a continuous building queue is not anticipated since the southbound left turn's capacity is greater than the demand. All other movements at that intersection are projected to operate at LOS C or better during peak times in the short-term planning horizon. These results are likely overstated, and the operations will see benefit from vehicle platooning along Centerplace Drive from adjacent signals. It is not anticipated that any offsite improvements will be needed to maintain acceptable traffic operations under the short-term build condition.

A long-term traffic analysis is forthcoming that assesses the additional commercial development south of the residential parcel. That analysis will also assess other growth in the region and the impact of a more robust roadway network including the extension of 24th Street Road east to 38th Avenue.

From: [KARIN CULTER](#)
To: [Carol Kuhn](#); kira.stoller@greeleygov.com
Subject: [EXTERNAL] Centerplace rezone proposal
Date: Tuesday, July 14, 2020 3:39:47 PM

Dear Ms. Kuhn and Ms. Stoller,

I am a resident at 2317 42nd Ave, which would be very much impacted if the rezoning proposal of the Centerplace/Gateway PUD's is approved. Not only our residence, but all existing and future neighborhoods, will be impacted by this action.

First of all, I cannot believe that the City of Greeley would approve 298 more multi-family units when we will already be impacted by the two multi-family housing projects which are currently being built very close to the proposed project. Do you realize how many people will be living in this small area when those units are completed? And you would possibly approve the addition of 298 more units?! That would bring the total of multi-family units to at least 1,000 plus in this small area along Centerplace and 24th St., including those that are already in place. That is ludicrous and I would think you, as city planners, already know that.

The biggest impact on our neighborhood would be increased traffic along 42nd Ave. Have you conducted a traffic study or is one planned? Do you know what it's like now to live in this area where the traffic in our neighborhood and Centerplace is already out of control? The traffic already backs up, trying to get on 35th Ave and 47th Ave. in order to access Highway 34. What's it going to be like when all of those people are trying to get to work in the morning at the same time?

We also do NOT want 24th St. to be extended from 38th Ave to 42nd Ave. if that would be in the plan. Our street, 42nd Ave, has seen a considerable increase in traffic since it was opened up to the south of us. Most people drive over the 25 MPH speed limit and it is a racetrack between the stop signs. We used to have speed bumps and an additional stop sign, but those were removed. A considerable number of people enjoy Greeley West Park, many of them families with small children. The traffic is terrible going by the park, which isn't safe or pleasant for kids, bike riders, walkers, or gatherers in the pavilion. We certainly don't want to see MORE traffic going by. Why can't the officials in Greeley see how all of this makes for a very stressful place to live? Where is the quality of life in Virginia Hills? Why do we have to add more housing units to an already highly impacted area?

Also, there are old oil wells buried underground on that property. Are they safe? Will there be an explosion like what happened in Firestone? How can that be determined? I would certainly not like to live above an old oil well.

Please do NOT approve a rezone for high density housing and commercial area for this area.

Please limit the number of units which can be built on that property. What is wrong with single family housing with NO commercial use. I don't think there should be any commercial use at all on that property. Good grief, we have over 25 restaurants already in Centerplace, most of them fast-food. Many of the fast food joints have drive-up- windows with traffic backed up to the street. Has anyone come out at lunch and dinnertime to see the mass of cars at those restaurants? It's ridiculous to allow more businesses to set up shop in our neighborhood. Enough is enough!

Also, we have people in our neighborhood who do not have sound or video on their computers to view the proposed meeting on Thursday, July 16th. It is definitely not fair to the residents if they aren't even able to attend a meeting. Before you make a drastic decision like this, you should definitely hold a "live- in person- socially distanced" meeting at a location where residents would be able to voice their opinions. The use of Zoom should not be merely used as a convenient method to hold a meeting and then assume that people aren't concerned. Zoom may be familiar to many of us by these days, but I doubt that most people have ever attempted a Zoom meeting.

Again, I am against the city approving a rezone of this property, which would enable the creation of a new PUD for multi-family and commercial uses.

Sincerely,
Karin J. Culter
2317 42nd Ave.
Greeley, CO 80634

culter4@msn.com 970-339-5632

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From: [Dave Culter](#)
To: [Carol Kuhn](#); kira.stoller@greeleygov.com
Subject: [EXTERNAL] Proposed Centerplace Rezone
Date: Tuesday, July 14, 2020 9:16:56 PM

Ms. Kuhn and Ms. Stoller,

I built my house in Virginia Hills at 2317 42nd Avenue in 1992. Since that time, we have seen so many changes in our neighborhood and none that has really made the quality of life better except the park. This was to be expected as development is inevitable but your current proposal to change the rezoning to allow more multifamily housing is ridiculous and absurd.

Since all of the construction on the condos, senior citizen complexes, rehab facility and endless fast food restaurants has been going on, the traffic has increased many times over. The noise from all of the increased traffic is ridiculous. The dramatic increase of cars, trucks, semis, and dump trucks on our streets has created congestion at the intersections and especially on 42nd Avenue. In fact, 42nd avenue has become a racetrack in front of our house all the way between the stop signs. You would know this if you had actually done any recent traffic counts. This increased traffic and noise has decreased our quality of life but also is posing many potential hazards to all of the increased pedestrians, bike riders and people using the Greeley West Park. We used to have several speed bumps to slow the traffic down but city street engineers took them out the last time they re-laid the asphalt and refused to put them back in.

Now we see that the city is looking at granting a request to change the zoning on the last big parcel of land that is undeveloped. They are also saying that the street patterns may be changed as well. You are already building numerous apartment buildings around the existing Gateway apartments for more people that will continue to increase congestion in our area. The last thing we need is more multi-family housing being built on that land that contains buried oil wells. If you are going to build anything else residential, then it should be single family homes. Otherwise the number of people will be overwhelming on the roads, park and our neighborhood. We also don't need any more commercial buildings or restaurants in areas that are not currently zoned for them.

After the last big rezoning plan, we were promised that no more streets would be opened up for access into our southern Virginia Hills neighborhood and that 24th street would never be pushed through along the south side of the park. My guess is that is exactly part of your new plan. I must tell you that in 28 years of dealing with the city over numerous changes in our area that promises are made and broken on a regular basis. You have your meetings so you can say you had them for our input and then you do whatever it was you wanted to anyway. **We squawk but money talks!** You are ruining our neighborhood by cramming all of these multi-family units in our area and now you are asking to put in more. I have no doubt you will follow the taxes, money and fees and do whatever the big money developers want.

I know we live in difficult times for having meetings but how many people do you think are going to participate in your Zoom meetings? Before you make such an important decision, you need to have as many opportunities to gather input about this as you can to get a fair idea of how the neighborhood feels about this rezoning request. Again, I get real suspicious when you try to do this by only Zoom when so many people don't have access or a clue about what a Zoom meeting is.

I am absolutely against the rezoning change and ask that you deny the request for the creation of a new PUD for multi-family housing and commercial uses.

Dave Culter, 2317 42nd Ave., Greeley, CO 80634, dculter@hotmail.com, 970-302-0491

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From: [Jonathan Wakefield](#)
To: Carol.Kuhn@greeleygov.com
Cc: [Kira Stoller](#); Thomas.Gilbert@greeleygov.com
Subject: [EXTERNAL] Re: Centerplace Multi-Family
Date: Saturday, July 18, 2020 10:50:43 AM

Thank you for the plans. I am particularly concerned about changes in the Northwest corner of the PUD. When I bought my home I asked the realtor to see what that area was zoned as and she did not indicated that it was not high density. My realtor may have gotten it wrong, or McWhinney may have generalized for the whole area in the meeting. The year 2000 PUD doesn't address the Northwest corner because it looks like it is bounded to the North by the curved 24th st. So what is currently permitted North of the year 2000 proposal for 24th st.? I think that others in the neighborhood would also be interested in that specific answer since there was so much concern over the access to 42nd Avenue. Once again, thank you for your help, and if it is easier to meet in person or online to explain things please let me know.

Jonathan Wakefield

Sent from my iPad

On Jul 17, 2020, at 5:11 PM, Carol Kuhn <Carol.Kuhn@greeleygov.com> wrote:

Hello, Mr. Wakefield. Attached, please find the two governing Planned Unit Development (PUD) documents as well as the applicant's first submittal for the rezoning and PUD.

Please let me know if you have any additional questions, or would like to discuss the project.

Thank you,

<image001.jpg>

Carol Kuhn, AICP

Chief Planner

Community Development | Planning

1100 10th Street

Greeley, CO 80631

970.350.9276 | carol.kuhn@greeleygov.com

www.greeleygov.com

To reduce the spread of COVID – 19, the City of Greeley has new public hours and access. The City offices will be open to the public Monday through Friday between 9:00 am and 3:00 pm, by appointment only. Employees are continuing to work remotely. Thank you.

<Centerplace Concept-Prelim PUD 2000.pdf>
<Gateway Park Conceptual PUD Plan 1984.pdf>
<Submittal 1- Preliminary PUD Plans_05.08.20 - REDUCED size for
emailing.pdf>
<Submittal 1- Zoning Suitability Map_05.08.20.pdf>

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on any links or attachments.

From: [Dennis D. Stricker, CBM, MA, PA](#)
To: [Carol Kuhn](#); kira.stoller@greeleygov.com
Subject: [EXTERNAL] Re-Zoning of property south of Greeley West Park
Date: Wednesday, July 15, 2020 4:37:26 PM

July 15, 2020

City of Greeley Planning Department
Attn: Carol Kuhn
Kira Stoller

Hello~

I am would like to express our concerns regarding the re-zoning proposal of the land adjacent to Greeley West Park to the south, allowing for 298 multi-family units.

The neighborhood of Virginia Hills and Virginia Hills South consists of SINGLE-FAMILY homes. The neighborhood has already been disrupted with the extension of 42nd Avenue to the south, connecting to 44th Avenue and Centerplace.

Prior to this extension, there was a raised cross-walk at the intersection of ----- and 42nd Avenue, which slowed the traffic to allow for residents, many of whom are children, to have safe access to the park on the east side of 42nd Avenue. With the extension of 42nd Avenue, this raised cross-walk was removed, allowing vehicles to travel down 42nd Avenue at a speed higher than the posted speed limit, with no restrictions. This creates a very unsafe condition for individuals crossing the street to reach the park.

If an additional 298 multi-family units would be permitted, this will only increase the traffic and danger along 42nd Avenue exponentially. Virginia Hills would like to remain a safe, protected family neighborhood & not become a thoroughfare for hundreds of additional vehicles per day.

With Greeley West Park being adjacent to this proposed rezoning, it is imperative that the zoning be consistent with a family-friendly environment.

We are respectfully requesting that this re-zoning proposal be denied.

Thank you for your time and consideration of our concerns.

Dennis & Denise Pollard Stricker
2309 42nd Avenue, Greeley
970.371.3184

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From: [Larry Greenhagen](#)
To: [Carol Kuhn](#)
Cc: [Kira Stoller](#)
Subject: [EXTERNAL] Re-zoning proposal
Date: Thursday, July 16, 2020 6:00:02 AM

Good Morning,

This is about the property south of 24th street and east of 42nd Ave. I do not believe this would be in the best interest of the property owners in this area. We were lead to believe that 24th street would not

be extended. The low income apartments will lower the value of our property and bring way more traffic to the area. I also see way more fire and police activity as I have noticed at the exciting low income property to the east of this site.

Best Regards,
Larry Greenhagen
2329 42nd Ave.

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Greeley West Multifamily Rezone & Preliminary PUD

ZON2020-0007 & PUD2020-0006

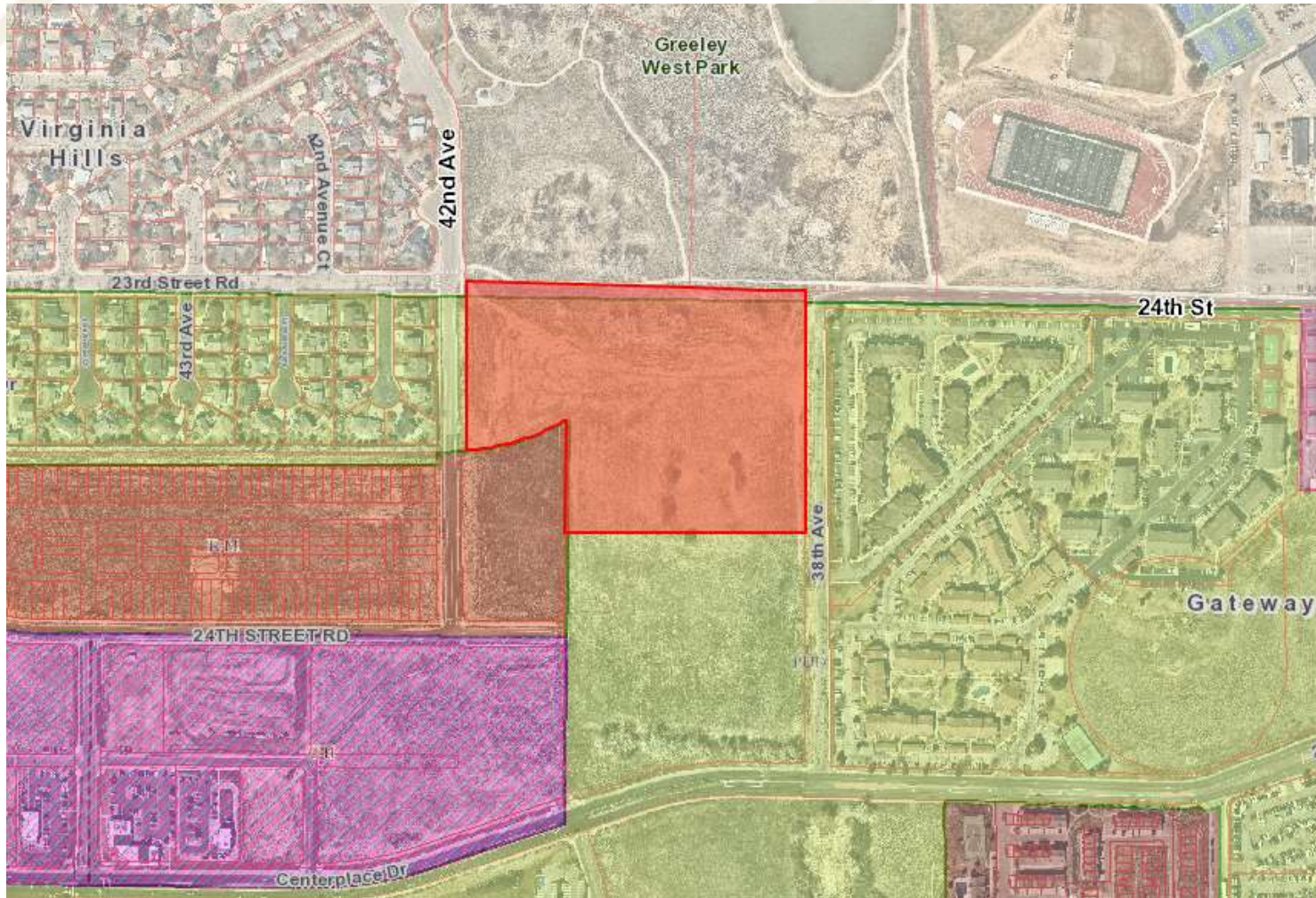
City Council

December 1, 2020

Kira Stoller, Planner II



Location



- West of 38th Avenue, east of 42nd Avenue & directly south of Greeley West Park
- Surrounding Land Uses
 - North: Public park
 - East: Multi-family housing
 - South: Vacant land
 - West: Single & multifamily housing

**Taken from 38th Avenue
looking west**



Site Photos

**Taken from 38th Avenue
looking west**



**Taken from 38th Avenue
looking east**



Taken from 42nd Avenue looking northeast



Site Photos

Taken from 42nd Avenue looking east



**Taken from 42nd Avenue
looking southwest**



Request & Site Background

- **Request:**

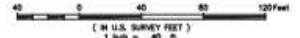
- 1) Rezone 13.31 acres of land from PUD (Gateway Park & Centerplace) to PUD (Greeley West Multifamily)
- 2) Establish a Preliminary PUD Plan for approximately 12.44 acres of property

- **Background:**

- Subject site is governed by two different PUD approvals
 - Gateway Park PUD (1985)
 - Applies to approximately 5.25 acres of NW portion of property
 - Designated site for residential uses of varying densities (10-30 dwelling units per acre)
 - Centerplace PUD (2000)
 - Applies to remaining 7.19 acres of property
 - Allowed for all uses permitted in R-H zone district (typically contains 10-20 dwelling units per acre)



AND ADJACENT HALF-WIDTH OF RIGHT OF WAY
LOCATED IN THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 5 NORTH,
RANGE 66 WEST OF THE 6TH P.M., CITY OF GREELEY,
COUNTY OF WELD, STATE OF COLORADO
PROJECT NUMBER: ZON2020-0007



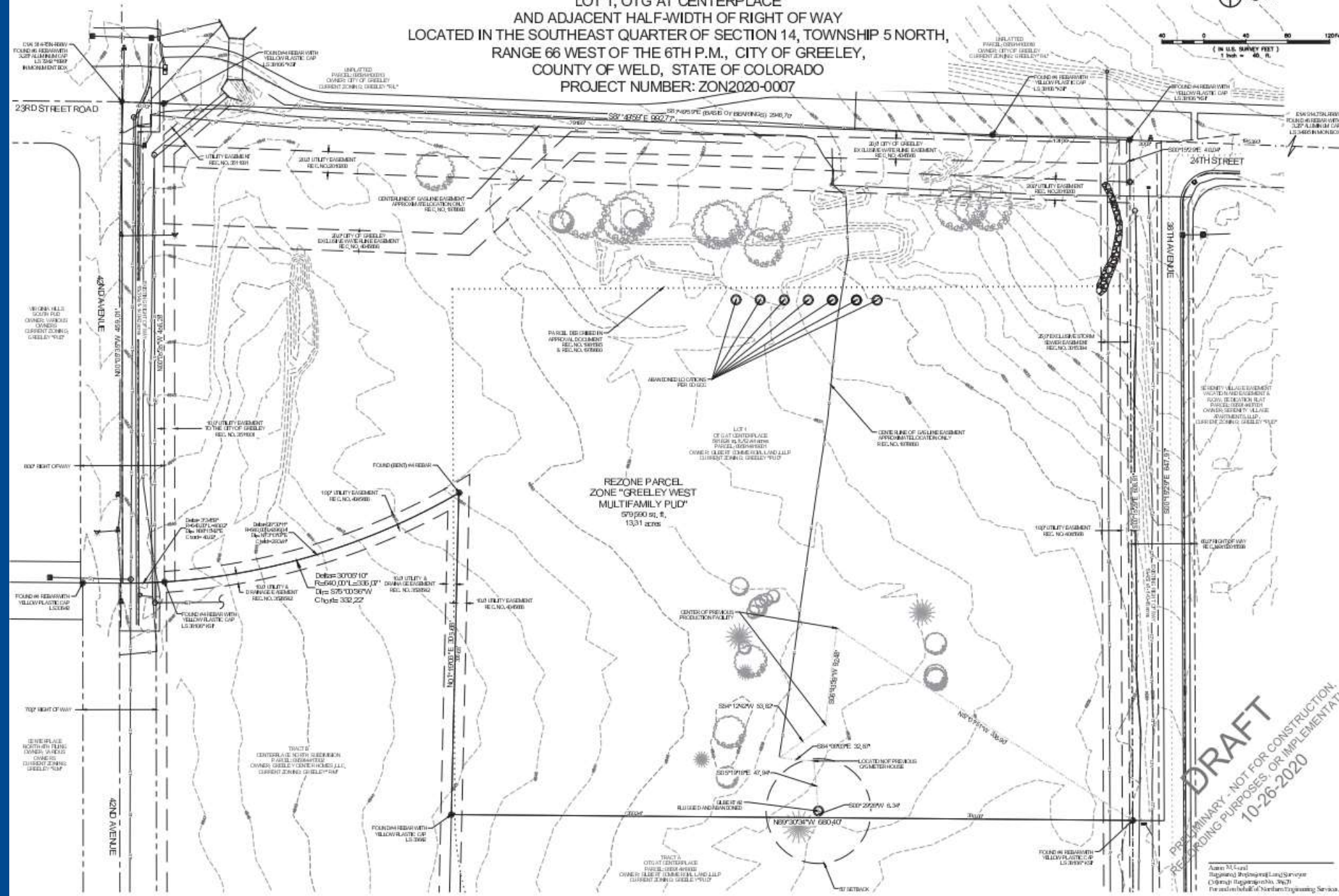
James M. Long
Registered Professional Land Surveyor
Colorado Registration No. 38970
For any or all of Montana Engineering Services, Inc.

GREELEY WEST MULTIFAMILY PUD SITE ANALYSIS MAP

LOT 1, OTG AT CENTERPLACE
AND ADJACENT HALF-WIDTH OF RIGHT OF WAY
LOCATED IN THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 5 NORTH,
RANGE 66 WEST OF THE 6TH P.M., CITY OF GREELEY,
COUNTY OF WELD, STATE OF COLORADO
PROJECT NUMBER: ZON2020-0007



1 inch = 40 feet
0 40 80 120 feet



DRAFT
PRELIMINARY - NOT FOR CONSTRUCTION,
RECORDING PURPOSES, OR IMPLEMENTATION
10-26-2020

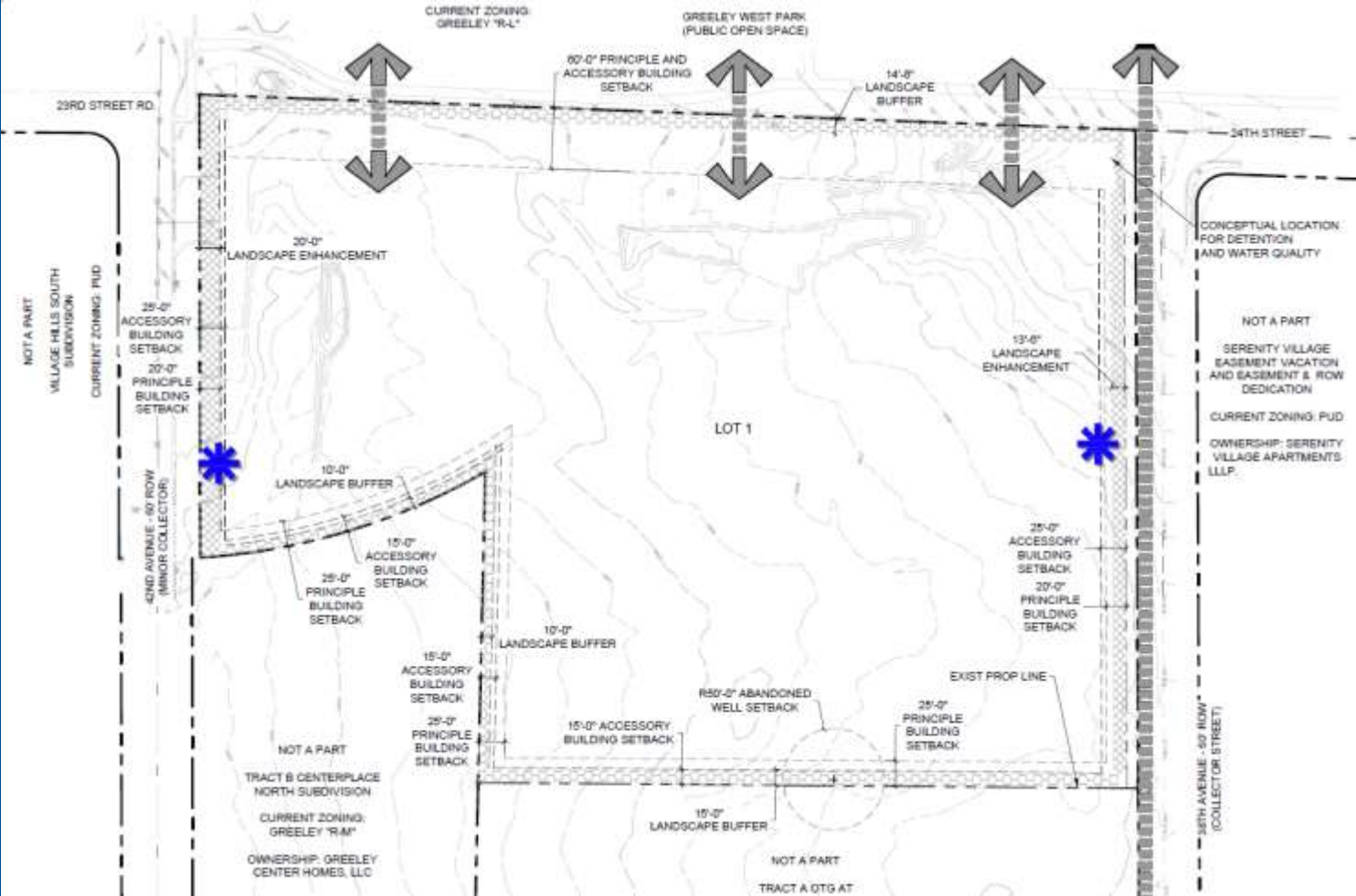
Author: M. L. L. L.
Reviewer: M. L. L. L.
Checker: M. L. L. L.
For more information, contact: M. L. L. L.

Site analysis map
highlights existing
conditions of
subject property.

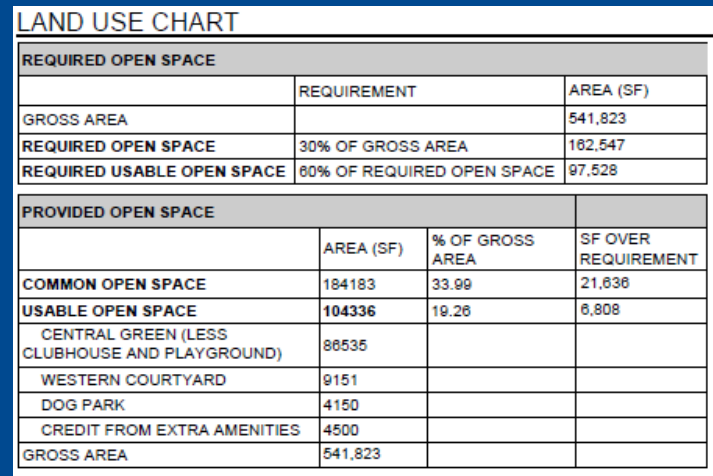
DESIGN STANDARDS

		Existing Gateway PUD (1985)	Existing Centerplace Concept Plan and Preliminary PUD (2000)	Proposed GREELEY WEST MULTIFAMILY PUD
				LOT 1
SIZE	SQUARE FOOT	APROX. 228,778	APPROX. 313,046	541,824
	ACRE	APPROX. 5.25	APPROX. 7.19	12.4380
ALLOWABLE USES	RESIDENTIAL	RESIDENTIAL***	HIGH DENSITY RESIDENTIAL	SINGLE FAMILY DETACHED, SINGLE FAMILY ATTACHED (TOWNHOUSE), PAIRED HOMES (DUPLEX), MULTIFAMILY, MIXED-USE, GROUP HOMES, INTERMEDIATE & LONG TERM CARE/ASSISTED/INDEPENDENT LIVING UNITS, SECONDARY DWELLINGS
	COMMERCIAL	HIGH TECH	LOW INTENSITY COMMERCIAL	ENTERTAINMENT ESTABLISHMENTS, BED & BREAKFAST, HOTEL/MOTEL, MEDICAL AND DENTAL OFFICES/CLINICS, NURSERIES/GREENHOUSES, OFFICES, PARKING LOTS AND STRUCTURES, MEMBERSHIP/HEALTH CLUBS, CARWASH AND SERVICE
	INDUSTRIAL	***	***	OIL AND GAS OPERATIONS, UTILITY SERVICE FACILITIES, WIRELESS COMM. FACILITIES
	INSTITUTIONAL AND RECREATIONAL	***	***	CHILD CARE/DAYCARE, SCHOOLS, CHURCHES, HOSPITALS, LIBRARIES, MUSEUMS, COMMUNITY REC CENTER, SPORTS COURTS, OPEN SPACE, PARKS
GROSS DENSITY		30 DU/AC	20 DU/AC	25 DU/AC
DWELLING UNITS	MAXIMUM	158	216	311
	MINIMUM	***	***	0
SETBACKS FROM:				
COLLECTOR STREET ROW (38TH AVENUE)	PRINCIPLE BUILDING	***	***	20'-0"
	ACCESSORY BUILDING	***	***	25'-0"
	PARKING	***	***	10'-0"
COLLECTOR STREET ROW (42ND AVENUE)	PRINCIPLE BUILDING	***	***	20'-0"
	ACCESSORY BUILDING	***	***	25'-0"
	PARKING	***	***	20'-0"
PRIVATE PROPERTY LINE (INTERIOR/ SIDE LOT LINE)	PRINCIPLE BUILDING	***	***	25'-0"
	ACCESSORY BUILDING	***	***	15'-0"
	PARKING	***	***	10'-0"
PUBLIC OPEN SPACE (ALONG GREELEY WEST PARK)	PRINCIPLE BUILDING	***	***	60'-0"
	ACCESSORY BUILDING	***	***	60'-0"
	PARKING	***	***	10'-0"

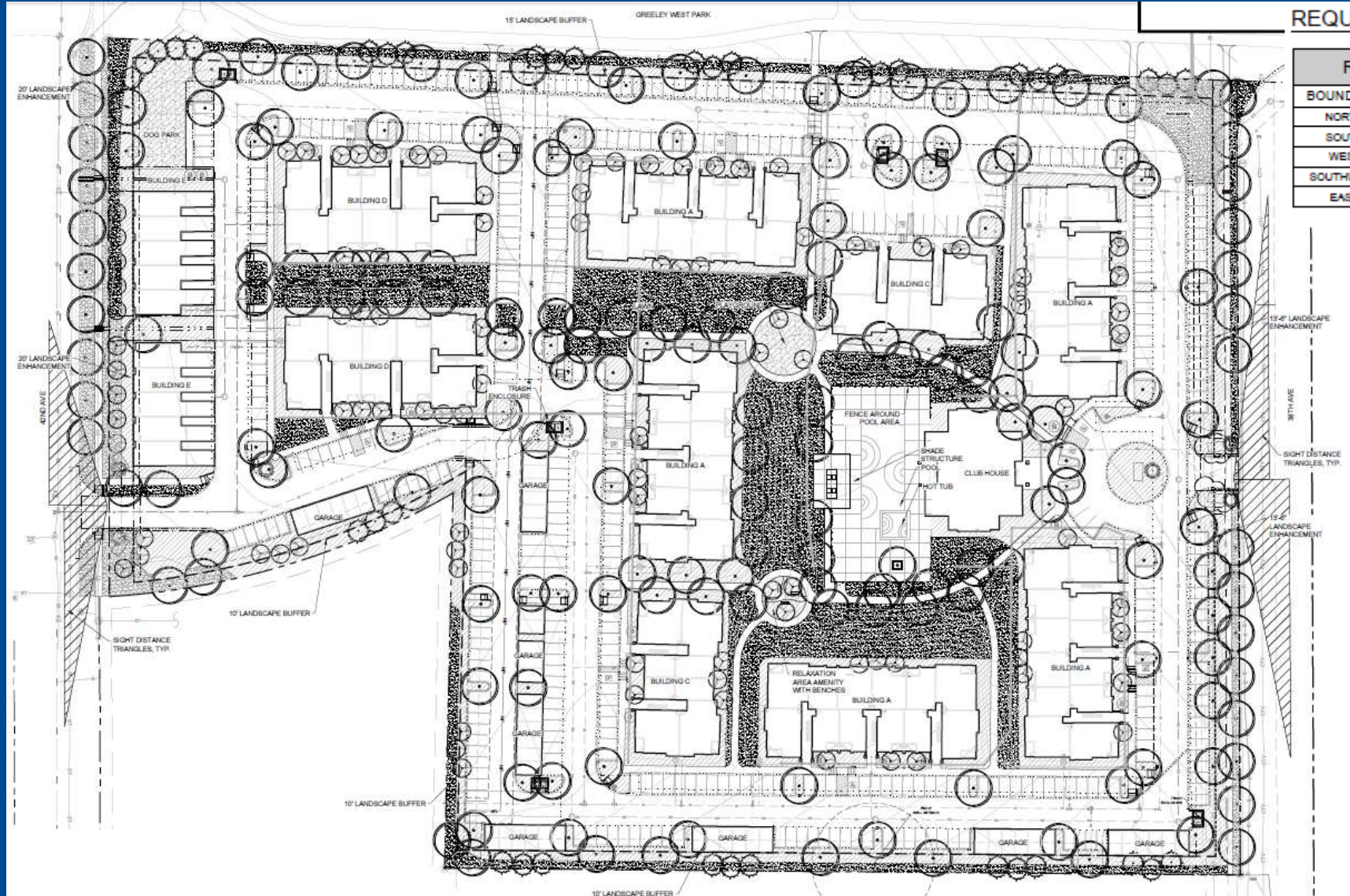
Preliminary PUD Plan



City of
Greeley
Colorado

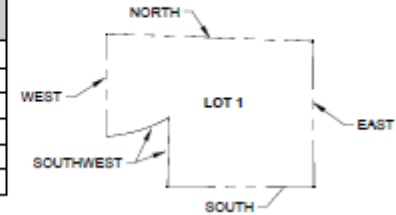


Illustrative Landscape Plan



REQUIRED PLANT CALCULATIONS

REQUIRED LANDSCAPE TYPE	
BOUNDARY	REQUIRED YARD TYPE
NORTH	11'-15' WIDE BUFFER
SOUTH	15' WIDE BUFFER
WEST	16'-20' WIDE ENHANCEMENT
SOUTHWEST	±10' WIDE BUFFER
EAST	11'-15' WIDE ENHANCEMENT



PERIMETER LANDSCAPE REQUIREMENTS

BOUNDARY	PROVIDED WIDTH (LF)	PROVIDED LENGTH (LF)	REQUIREMENT (PER 100 L.F.)	PLANTINGS REQUIRED
NORTH	15	923	2 SHADE TREES	18
			1 ORNAMENTAL TREES OR TYPE 3 SHRUB	9
			1 EVERGREEN TREES	9
			6 TYPE 2 SHRUBS	55
			9 TYPE 1 SHRUBS	83
EAST	20	648	2.5 ORNAMENTAL TREES	15
			1 EVERGREEN TREE	6
			5 TYPE 2 SHRUBS	32
			20 PERENNIALS (INCLUDING ORNAMENTAL GRASSES)	130
SOUTH	15	650	2 SHADE TREES	13
			1 ORNAMENTAL TREES OR TYPE 3 SHRUB	7
			1 EVERGREEN TREES	7
			6 TYPE 2 SHRUBS	39
			9 TYPE 1 SHRUBS	59
SOUTHWEST	10	568	1 SHADE TREES	6
			1 ORNAMENTAL TREES OR TYPE 3 SHRUB	6
			5 TYPE 1 SHRUBS	28
WEST	20	456	2.5 ORNAMENTAL TREES	11
			1 EVERGREEN TREE	5
			5 TYPE 2 SHRUBS	23
			20 PERENNIALS (INCLUDING ORNAMENTAL GRASSES)	91

* PROVIDED COUNTS TO BE SUBMITTED WITH FINAL PUD

Approval Criteria

Rezone Criteria – Section 18.30.050(c)(3)

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?
	<i>Area surrounding subject property has experienced immense change in the recent past. Encouraging additional residential development would help to support the nearby commercial uses.</i>
B)	Has existing zoning been in place for at least 15 years without substantial development resulting & does existing zoning appear to be obsolete, given development trends?
	<i>Gateway Park PUD (1985) & Centerplace PUD (2000) have been in place for over 15 years, but property has not been previously developed, aside from the abandoned oil and gas facilities.</i>
E)	Is proposed rezoning necessary to provide land for community related use, which was not anticipated at the time of adoption of City's Comprehensive Plan; or have policies of City changed to the extent that a rezoning is warranted?
	<i>Existing PUD plans were approved prior to adoption of current comprehensive plan. Establishing new PUD would help to ensure site develops in a manner that is consistent with the goals & objectives of Imagine Greeley Comprehensive Plan.</i>

Approval Criteria

Rezone Criteria – Section 18.30.050(c)(3)

F) What is potential impact of proposed rezoning upon immediate neighborhood & city as a whole (potential noise & environmental impacts, visual impacts, provision of City services such as police, fire, water, sewer, & pedestrian systems & parks & recreational facilities)?

Proposed PUD would result in increased traffic and a visual change to the vacant site, which is also feasible with the existing zoning. Direct pedestrian connection points to Greeley West Park would likely result in increased use of facility. 38th Avenue would be improved with additional turn and bike lanes.

G) Is there clear & convincing evidence that proposed rezoning will be consistent with policies & goals of City's Comprehensive Plan & comply with applicable zoning overlay requirements?

Applicant proposes to maintain PUD zoning designation, but new Preliminary PUD plan with revised use & design standards is to be established for property.



Approval Criteria

PUD Criteria – Section 18.32.040(b)

A)	Area of proposed PUD shall be of substantial size to permit its design & development as a cohesive unit & establish it as a meaningful part of community (minimum size of 2 acres). <i>Subject site is approximately 12.44 acres in size.</i>
B)	Consistency with City's Comprehensive Plan? <i>Proposal aligns with Comprehensive Plan objectives:</i> • <i>EH-2.5 – Walkability & Bikability</i> • <i>EH-2.6 – Built Environment</i> • <i>GC-1.2 – Form of Growth</i> • <i>GC-1.6 – Transitions to Parks & Open Lands</i> • <i>GC-4.3 – Infill Compatibility</i> • <i>NR-4.3 – Landscaping & Plant Species</i> • <i>TM-1.2 – Pedestrian Movements</i>

Neighborhood Meeting & Noticing

NEIGHBORHOOD MEETING

- Held via Zoom on July 16, 2020
- Attended by about eight neighboring residents
- Questions & comments voiced:
 - Increased noise & traffic, existing conditions are already unfavorable.
 - Placement of entrances to development, wanted to avoid glare of car headlights into homes.

NOTICING

- Letters were mailed to surrounding property owners & notice was published in newspaper
- Four (4) signs were posted on the site
- No inquiries were received



Recommendation

- **Planning Commission**
 - **November 10, 2020**
 - **APPROVAL (unanimous) for both items**
- **Recommendation of Approval**
 - **Rezoning (2 motions)**
 - **Preliminary Plan (1 motion)**



Council Agenda Summary

December 1, 2020

Agenda Item Number 24

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

Kira Stoller, Planner, 970-336-4050

Title:

A public hearing to consider establishment of the Greeley West Multifamily Preliminary PUD (Planned Unit Development) on 12.44 acres of land located west of 38th Avenue, east of 42nd Avenue, and directly south of Greeley West Park

Summary:

The applicant is seeking approval for the Preliminary Plan associated with the Greeley West Multifamily PUD rezoning. The Preliminary Plan elements relate to site design, such as site layout, landscaping, drainage, etc. (Attachment E, Planning Commission Summary).

The Planning Commission considered this request on November 10, 2020 and unanimously recommended approval to the City Council.

Fiscal Impact:

Does this item create a fiscal impact on the City of Greeley?	No
If yes, what is the initial, or, onetime impact?	
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 which includes the following public hearing steps:

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

Other Issues and Considerations:

None noted.

Applicable Council Priority and Goal:

Consistency with Comprehensive Plan and Development Code standards.

Decision Options:

- 1) Approve the Preliminary PUD First Amendment as presented; or
- 2) Amend the Preliminary PUD First Amendment and approve as amended; or
- 3) Deny the Preliminary PUD First Amendment; or
- 4) Continue consideration of the Preliminary PUD First Amendment to a date certain.

Council's Recommended Action:

A motion to approve the Greeley West Multifamily Preliminary PUD on 13.31 acres of property located west of 38th Avenue, east of 42nd Avenue, and directly south of Greeley West Park.

Attachments:

Planning Commission Minutes-Draft (November 10, 2020)

[included with Greeley West Multifamily Rezone agenda item]

Planning Commission Summary (Staff Report) (November 10, 2020)

[included with Greeley West Multifamily Rezone agenda item]

PowerPoint Presentation

[included with Greeley West Multifamily Rezone agenda item]

Council Agenda Summary

December 1, 2020

Agenda Item Number 25

Key Staff Contact: Roy Otto, City Manager, 970-350-9750

Title:

COVID-19 Update

Summary:

There will be a brief update to Council regarding COVID-19.

Council Agenda Summary

December 1, 2020

Agenda Item Number 26

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

Title:

Appointment of applicants to the Citizen Budget Advisory Committee, Greeley Urban Renewal Authority, and Rodarte Community Center Advisory Board.

Summary:

Council appointment is needed to the above-mentioned boards and commissions due to vacancies and term expirations. Staff continues to actively recruit to fill all vacant positions.

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:

The City Attorney's Office reviewed the applications and advised of potential conflicts of interest.

It should be noted that there is a possibility that the applicants currently serve as a volunteer on a board or commission besides the one they are applying to. It is also important to point out to the applicants that there are always potential conflicts that exist with business and investments, current jobs or relatives and family members coming before the Board or Commission.

Should such conflicts arise, the Board or Commission member simply excuses themselves from that particular item but such a potential conflict does not preclude anyone from serving on a Board or Commission in general, just that particular agenda item.

Other Issues and Considerations:

Not applicable.

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) Appoint or reappoint the individuals to serve on applicable board or commission;
or
- 2) Direct staff to re-advertise applicable vacancy.

Council's Recommended Action:

No motion is necessary. The City Council's Policies and Protocol authorize appointment of Board and Commission members by written ballot, which can be used in lieu of a motion or voice vote for individual or multiple appointments. This policy was adopted by Council as a time-savings measure. Accordingly, a ballot is attached for Council's use in making appointments. Candidates receiving a majority vote (at least 4 votes) are appointed with no further action needed by Council.

Attachments:

Ballot

November & December 2020 Boards and Commissions Transmittal Summary



Applicants for the boards and/or commission listed below are in alphabetical order
and recommendations from the interviewing team are shown in bold.

***** BALLOT *****

Citizen Budget Advisory Committee	
<i>3 Vacancies</i>	
☐	RON ADAMS (I)
☐	LAURA FISCHER (I)
☐	ANTONIO GARCIA
☐	(Recruit For Additional Applicants)

Rodarte Community Center Advisory Board	
<i>1 Vacancy</i>	
☐	YVETTE FLORES
☐	(Recruit For Additional Applicants)

Greeley Urban Renewal Authority	
<i>2 Vacancies</i>	
☐	Shelley Costigan (I)
☐	JEDIAH CUMMINS (I)
☐	STEPHANIE LUCERO
☐	Robert Williams
☐	(Recruit For Additional Applicants)

Incumbent = (I)

Boards & Commissions Transmittal

November 13, 2020

Key Staff Contact: Jerry Harvey, Assistant City Clerk, 350-9746

Interview Date

November 19, 2020

Council Interview Team

Councilmembers Hall and Fitzsimmons

Council Appointment Date

December 1, 2020

Boards and Commissions Being Interviewed

- **Citizen Budget Advisory Committee**
- **Greeley Urban Renewal Authority**
- **Rodarte Community Center Advisory Board**

Council's Recruitment and Qualifications Policy

General recruitment efforts shall be made with special measures being taken to balance ward representation and attract minority and special population applicants. Generally, volunteers will be limited to serving on one board or commission at a time. (14.2. (c)(2) City Council, Policies and Protocol)

Demographic information of existing board members and any specialty requirements are contained within the attached Membership Rosters.

Legal Issues

The City Attorney's Office reviewed the applications and the attached memorandum addresses any potential conflicts of interest.

It should be noted that there is a possibility that the applicants currently serve as a volunteer on a board or commission besides the one they are applying to. It is also important to point out to the applicants that there are always potential conflicts that exist with business and investments, current jobs or relatives and family members coming before the Board or Commission.

Should such conflicts arise, the Board or Commission member simply excuses themselves from that particular item but such a potential conflict does not preclude anyone from serving on a Board or Commission in general, just that particular agenda item.

Applicable Council Goal or Objective

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

Decision Options

1. Recommend candidates for appointment; or
2. Direct staff to re-advertise applicable vacancy.

Attachments

1. Interview Schedule
2. Conflict Memorandum from City Attorney's Office
3. Sample Ballot
4. Membership Rosters & Input from above mentioned Boards and Commissions
5. Applications of those being considered for interview and/or considered for appointment

Transmittal reviewed by:

^{DS}


Roy Otto, City Manager

^{DS}


Anissa Hollingshead, City Clerk

Council Agenda Summary

December 1, 2020

Agenda Item Number 27

Title

Scheduling of Meetings, Other Events

Summary

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

Attachments

Council Meeting/Worksession Schedule
Council Meetings/Other Events Calendar

City Council Meeting Scheduling

Current as of 11/27/2020

This schedule is subject to change

Date	Description	Sponsor	Placement/Time
December 8, 2020 Worksession Meeting	COVID-19 Update	Dan Frazen	0.25
	Fire Based EMS	Chief Lyman	0.50
	Landscape Code Update	Brad Mueller	0.50
	Long Range Water Storage and Terry Ranch Diligence Update	Sean Chambers	0.50
	Sales Tax Definitions and Standardized Collections	John Karner	0.50
December 15, 2020 Council Meeting	COVID-19 Update	Dan Frazen	Regular
	Ordinance - Final - Reauthorizing certain Boards & Commissions for 3 years	Anissa Hollingshead	Regular
	Ordinance - Final - Tranfser of Customer and Water Resources to Evans	Sean Chambers	Regular
	Ordinance - Final - Council Compensation	Maria Gonzalez Estevez	Regular
	Resolution - IGA with School District 6 regarding Boomerang South Land Swap	Sean Chambers	Regular
	Ordinance - Final - Final Additional Appropriation	John Karner	Regular
	UNC Update from Dr. Feinstein	Roy Otto	Regular
December 22, 2020 Worksession Meeting	Cancelled (11/17/2020 Council Meeting)		

November 30, 2020 - December 6, 2020

November 2020						
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					

December 2020						
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		

Monday, November 30

Tuesday, December 1

6:00pm - City Council Meeting - Council Master Calendar

Wednesday, December 2

Thursday, December 3

3:30pm - IG Adv. Board (Butler)

6:00pm - MPO (Gates/Payton)

Friday, December 4

Saturday, December 5

8:30am - 12:00pm Group Session with Dr. Allen (Anywhere!;

12:30pm - 1:00pm Mayor Gates meeting with Dr. Allen

1:00pm - 1:30pm Councilmember Hall meeting with Dr. Allen

1:30pm - 2:00pm Councilmember Butler Meeting with Dr. Allen

2:00pm - 2:30pm Councilmember Payton meeting with Dr. Allen

More Items...

Sunday, December 6

December 7, 2020 - December 13, 2020

December 2020						
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		

January 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						

Monday, December 7

Tuesday, December 8

 **6:00pm - City Council Worksession Meeting** - Council Master
Calendar 

Wednesday, December 9

Thursday, December 10

 **7:30am - Poudre River Trail (Hall)** 

Friday, December 11

Saturday, December 12

Sunday, December 13

December 14, 2020 - December 20, 2020

December 2020						
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		

January 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						

Monday, December 14

Tuesday, December 15

6:00pm - City Council Meeting - Council Master Calendar

Wednesday, December 16

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

Thursday, December 17

7:30am - 8:30am DDA (Zasada/Butler)

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

Friday, December 18

Saturday, December 19

Sunday, December 20

December 21, 2020 - December 27, 2020

December 2020						
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		

January 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						

Monday, December 21

Tuesday, December 22

6:00pm - **Cancelled** City Council Worksession Meeting

Wednesday, December 23

Thursday, December 24

7:30am - Poudre River Trail (Hall)

Friday, December 25

Saturday, December 26

Sunday, December 27

December 28, 2020 - January 3, 2021

December 2020						
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		

January 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						

Monday, December 28

- 11:30am - 12:30pm Greeley Chamber of Commerce (Hall) ☺
- 6:00pm - 7:00pm Youth Commission (Butler) ☺

Tuesday, December 29

Wednesday, December 30

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

Thursday, December 31

Friday, January 1

Saturday, January 2

Sunday, January 3

Council Agenda Summary

December 1, 2020

Agenda Item Number 28

Title

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

Council's Recommended Action

A motion to approve the above authorizations.

Council Agenda Summary

December 1, 2020

Agenda Item Number 29

[Title](#)

Adjournment