

Greeley City Council Agenda

Regular Meeting
Tuesday, July 18, 2023 at 6:00 PM

City Council Chambers at City Center South, 1001 11th Avenue, Greeley, CO 80631
via Zoom at: <https://greeleygov.zoom.us/j/88429125363>

NOTICE:

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

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

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

Watch Meetings:



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



Meetings are televised live on GTV8 on cable television.



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

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

Meeting agendas, minutes, and archived videos are available on the City's meeting portal at <https://greeleyco.portal.civicclerk.com/>

Comment in real time:

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



In person attendees can address the Council in the Chambers.



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

Submit written comments:



Email comments about any item on the agenda before Noon on the day of the meeting to cityclerk@greeleygov.com



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



Mayor

John Gates

Councilmembers

Tommy Butler - Ward I

Deb DeBoutez - Ward II

Johnny Olson - Ward III

Dale Hall - Ward IV

Brett Payton - At-Large

Ed Clark - At-Large



City Council Regular Meeting Agenda

July 18, 2023 at 6:00 PM

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

via Zoom at: <https://greeleygov.zoom.us/j/88429125363>

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

Consent Agenda

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

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

9. Approval of the June 13, June 20, and June 29 Meeting Minutes
10. Consideration of a motion to approve the Change Order to Contract FY21-25Y for City Professional Financial Auditing Services with Plante & Moran, PLLC, increasing the contract from \$610,475.00 to \$835,475.00
11. Consideration of a Resolution finding substantial compliance with State Annexation laws for the Schneider Annexation
12. Introduction and first reading of an Ordinance authorizing the divestment of city-owned water rights represented by shares of capital stock in the Delta Irrigation Company

13. Introduction and first reading of an Ordinance changing the official zoning map of the City of Greeley, Colorado from C-D (Conservation District), C-L (Commercial Low Intensity) and R-L (Residential Low Density) to PUD (Planned Unit Development), changing the underlying land use designations for approximately 40.67 acres of property located at 145 North 35th Avenue (Bestway PUD)
14. 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 2023 (3rd Appropriation)

End of Consent Agenda

15. Pulled Consent Agenda Items
16. Public hearing and Second Reading of an Ordinance amending local improvement district No. 463 to add the property located at 1841 Homestead Road to the improvement district and making supplemental assessments against the lots and lands within the amended improvement district to cover the costs of the maintenance of landscaping around the perimeter of Range View Estates (35th Avenue and 20th Street) in the City of Greeley, Colorado
17. Public Hearing & Second 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 2023 (2nd Appropriation)
18. Public Hearing & Second Reading of an Ordinance - Authorization to Acquire Real Property by Purchase Or Exercise of Eminent Domain (C Street - 59th Ave. to 66th Ave.)
19. Appointments to Boards & Commissions
20. Scheduling of Meetings, Other Events
21. 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 any previous meetings, and authorizing the Mayor and City Clerk to sign all such resolutions, agreements, and ordinances
22. Adjournment



Council Agenda Summary

Title

Recognitions and Proclamations

Summary

Mayor Gates will present the following proclamations:

Balloon Build Proclamation

Introductions

Community Development Director Brian McBroom

Interim Chief Financial Officer Rodney Rhoades

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

Attachments

Balloon Build Proclamation

What's Great about Greeley Report



Big Balloon Build Day

WHEREAS, Big Balloon Build Day is celebrated as an extraordinary event that embodies the spirit of community, compassion, and artistic creativity; and

WHEREAS, Life Stories Child and Family Advocacy, represented by Executive Director Gwen Schooley, Board Chair Adam Turk, and event co-chairs Sharon Eberhard and Cheryl Brown is an organization that has touched the lives of countless children and families in Greeley; and

WHEREAS, Allison Dunning of Balloon Art by Merry Makers, has played an integral role in bringing the Big Balloon Build here to Greeley. Her expertise and unwavering support, has helped make this event a reality, enriching the lives of children and families in our City; and

WHEREAS, the impact of the Big Balloon Build extends far beyond Greeley's borders. Remarkable balloon artists from as far away as Sweden and across the United States, have traveled great distances, leaving their own families and businesses, to color the lives of our community, our children, and our families in Weld County; and

WHEREAS, the Big Balloon Build Team, led by Liz Romani, and Stuart Davies carries the vision, and relentless effort to deliver this event to our city, uniting artistry, community, and philanthropy in a way that truly captures the spirit of Greeley; and

WHEREAS, the Big Balloon Build is not just about building incredible balloon sculptures; it is about building bridges of hope, joy, and inspiration for all who witness its magnificence.

NOW, THEREFORE, I, John Gates, by virtue of the authority vested in me as Mayor of the City of Greeley, do hereby proclaim July 20th, 2023, as the Big Balloon Build Day in Greeley, Colorado.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the official seal of the City of Greeley, Colorado, this 18th day of July 2023.

Mayor



City Council Meeting
July 18, 2023

A Story Best Lived In.

An aerial photograph of a city, likely Denver, with a large white banner overlaying the center. The banner contains the text of the Athenian Oath. The background shows a vast cityscape, green parks, and distant mountains under a clear sky.

***In all ways, we will transmit
this City not only, not less, but
greater and more beautiful than
it was transmitted to us.***

- Athenian Oath

A Story Best Lived In.

Azteca Boxing Club Member Mariana Lopez Earns Spot on Army's World Class Athlete Program

- Silver medal at the Junior Olympics earned her a chance to attend the Olympic trials.





City of Greeley and Partners Awarded 2022 Chief's Award from the U.S. Forest Service

- Forest Service formed the Post-Fire Collaborative Assessment and Recovery Team, which included City of Greeley Water & Sewer Department staff
- First Post-Fire Recovery Playbook model was replicated in three Colorado counties



High Plains Housing Development Receives \$1.45 Million Low-Income Housing Tax Credit Award

- Awarded by the Colorado Housing Finance Authority
- Will enable the construction of 58 units of supportive housing



Aims Community College Earns *Hunger Free and Healthy Minds* Designations From Colorado Department of Higher Education

- Aims also received the Hunger Free classification last year.
- First year receiving Healthy Minds Campus designation



KUNC Earns National Journalism Awards for Local Reporting and Investigations

- 1st Place PMJA Award (News Series Category)
“From the Ashes” by Leigh Paterson
- Regional Edward R. Murrow Award
- 1st Place Top of the Rockies Award





A Story Best Lived In.



Council Agenda Summary

Title

Citizen Input

Summary

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

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

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



Council Agenda Summary

Title

Reports from Mayor and Councilmembers

Summary

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



Council Agenda Summary

Title

Initiatives from Mayor and Councilmembers

Summary

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

Initiatives will generally fall into three categories:

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

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

Attachments

Status Report of Council Initiatives and Related Information



Council Agenda Summary

Title:

Approval of the June 13, June 20, and June 29 Meeting Minutes

Summary:

Work sessions of the City Council were held in the City Council's Chambers on June 13, 2023. A meeting of the City Council was held in the City Council's Chambers on June 20, 2023. A special meeting of the City Council was held in the City Council's Chambers on June 29, 2023. The draft proceedings of each meeting have been prepared and are being presented for the Council's review and approval.

Decision Options:

- 1) To approve the proceedings of the Council work session of June 13, 2023 as presented; and/or
- 2) To approve the proceedings of the Council meeting of June 20, 2023, as presented; and/or
- 3) To approve the proceedings of the Council special meeting of June 29, 2023, as presented; and/or
- 4) Amend the Council work session proceeding of June 13, 2023, if amendments or corrections are needed, and approve as amended; and/or
- 5) Amend the Council meeting proceedings of June 20, 2023, if amendments or corrections are needed, and approve as amended; and/or
- 6) Amend the Council special meeting proceedings of June 29, 2023, if amendments or corrections are needed, and approve as amended; and/or

Council's Recommended Action:

A motion to approve the City Council proceedings as presented (or amended) and to approve the City Council work session proceedings as presented (or amended).

Attachments:

June 13, 2023 WS Minutes

June 20, 2023 CC Minutes

June 29, 2023 SM Minutes

City of Greeley, Colorado
CITY COUNCIL WORK SESSION REPORT
June 13, 2023
6 p.m.

1. Call to Order

Mayor John Gates called the meeting to order at 6:00 p.m. in the City Council Chambers at 1001 11th Ave, Greeley, Colorado, with hybrid participation available via the City's Zoom platform.

2. Pledge of Allegiance

Mayor Gates led the Pledge of Allegiance.

3. Roll Call

City Clerk Heidi Leatherwood called the roll.

Present:

Councilmember Tommy Butler

Councilmember Deb DeBoutez

Councilmember Dale Hall

Mayor Pro Tem Brett Payton

Councilmember Ed Clark

Councilmember Johnny Olson

Mayor John Gates

4. Reports from Mayor and Council Members

Councilmember Hall expressed concern about several areas in Greeley that are approaching flood levels.

5. Update on the Current Status of Homelessness and Health in the City of Greeley

Assistant City Manager Julian Kitten introduced the item at 6:02 p.m.

Kelli Pryor, Director of Northern Colorado Continuum of Care presented the Continuum of Care (COC) as a federally determined region responsible for organizing and coordinating community response to homelessness. Additional information is available on the website: www.nocococ.org.

Ms. Pryor discussed the importance of homelessness data and the ways in which it is collected. She reviewed the Point-in-Time (PIT) count and the Homelessness Management Information System (HMIS).

Examples of permanent housing resources that are specifically designated to people experiencing homelessness:

- Vouchers
- Rental assistance programs with case management
- Permanent supportive housing units
- Star Rise Apartments will be a permanent supportive housing complex bringing in 58 new units.

Ms. Kitten presented the update on the Homeless Initiative. The team structure is ready, and metrics of success will include data on the decreased use of crisis services, promotion of stable housing statistics, and increased health activity methods.

6. Council Initiative 06-2023: Comparative Analysis of Standards for Artificial Turf

Planner II Doug May introduced the item at 6:49 p.m.

On March 21, 2023, Council requested staff investigate comparative zoning regulations and standards for artificial turf installations in residential front yards, research landscape code, and provide an update on the alternatives for water conservation.

Mr. May provided a brief background of the current City of Greeley regulations regarding artificial turf;

- Up to 50% of any landscape area may consist of inorganic (non-living) decorative material such as river rock, colored pea gravel, boulders, pavers, or similar natural material, provided it is designed and arranged in a way that can infiltrate runoff through associated planting areas.
- Artificial turf is only acceptable as ground cover for areas not visible from public rights of way and streets and may be subject to other engineering specifications such as grading or drainage plans.
- Native grass or native grass seed shall be planted in detention and retention ponds and areas not highly trafficked by pedestrian activity.

Research findings showed that many peer cities of Greeley have not actively addressed turf in their code, and most do not allow turf in front yards.

Turf Considerations and Quality

- Benefits: Uniform Appearance, Lower Water Consumption, Reduced Maintenance
- Concerns: Inappropriate and Improper Installation, Phased Installation and Replacement, Life Cycle Concerns: Unmitigated Wear, Site Drainage Issues, Poor Aesthetics

Economics: Installation, Lifespan, Water Cost

- Water Demands: based on 100 sq. ft, costs of water needed for maintenance such as flush pet waste, pet odor issues, cooling needed

- Environmental Considerations: Harmful chemical releases, impacts on stormwater, waste stream, and energy and greenhouse emissions.

Staff's recommendation was to keep the current regulations at this time. Council concurred.

7. Scheduling of Meetings, Other Events

None.

8. Adjournment

Mayor Gates adjourned the meeting at 7:11 p.m.

Approved:

John D. Gates, Mayor

Attest:

Heidi Leatherwood, City Clerk

City of Greeley, Colorado
CITY COUNCIL PROCEEDINGS
June 20, 2023
6 p.m.

1. Call to Order

Mayor Gates called the meeting to order at 6:00 p.m. in the City Council Chambers at 1001 11th Ave, Greeley, Colorado, with hybrid participation available via the City's Zoom platform.

2. Pledge of Allegiance

Mayor Gates led the Pledge of Allegiance.

3. Roll Call

Heidi Leatherwood, City Clerk called the roll.

Present:

Mayor John Gates
Councilmember Tommy Butler
Councilmember Deb DeBoutez
Councilmember Dale Hall
Mayor Pro Tem Brett Payton
Councilmember Johnny Olson

Absent:

Councilmember Johnny Olson; Excused.

4. Approval of the Agenda

None.

5. Recognitions and Proclamations

Mayor Gates read the Greeley Stampede Days Proclamation at 6:03 p.m. Greeley Stampede Chair, Julie Jensen and Members Stephen Walker, Junior Barrios and Jen Baiamonte were present in Council Chambers to accept.

Mayor Gates read the Parks and Recreation Month Proclamation at 6:07 p.m. Parks Superintendent, Eric Bloomer was present in Council Chambers to accept.

Councilmember Butler presented *What's Great About Greeley?*

6. Citizen Input

1. Steve Teets spoke about the bus system, affordable housing including Veterans and those with disabilities. He requested public areas to be more accessible.
2. Edwin Grant spoke about government and history.

3. Lara Duran (virtual participant) spoke about wild/feral animals and proposed an ordinance for adoption. She emailed her information to the Clerk's Office.

7. Reports from Mayor and Councilmembers

Councilmember DeBoutez spoke about World Refugee Day and was invited to participate in the celebration sponsored by Lutheran Family Services of the Rocky Mountains. Councilmember DeBoutez shared some of the comments by the attendees mentioning that Greeley is a wonderful place to live and work.

Councilmember Butler spoke about Family Field Day on June 24, 2023, from 10 a.m. to 2 p.m.

Mayor Gates read a letter from Colorado High School Activities Association (CHSAA) expressing their appreciation to City staff, specifically the Parks and Recreation Department at the baseball field.

8. Initiatives from Mayor and Councilmembers

Councilmember Butler requested City staff research the proposed ordinance about feral/wild animals and present findings at an upcoming work session.

Councilmember Butler requested staff to draft a ballot measure amending the Greeley Municipal Charter to include Sergeants and Commanders within the definition of "Police Officer." This would be for the purpose of inclusion within the members of the civil service, having the right to organize and bargain collectively. Council consensus was to move forward on the initiative. Staff will bring back information to the July 11, 2023 Work Session.

Consent Agenda

9. **Approval of the City Council Proceedings of June 6, 2023**
10. **Motion to Approve Agreement for the Voluntary Allocation of Sales Tax between the Downtown Development Authority and the City of Greeley**
11. **Introduction and first reading of an Ordinance to annex Seeley Lake Annexation Number 1, a parcel totaling 4,376 square feet or 0.10 acres**
12. **Introduction and first reading of an Ordinance to annex Seeley Lake Annexation Number 2, a parcel totaling 17,916 square feet or 0.41 acres**

13. **Introduction and first reading of an Ordinance to annex Seeley Lake Annexation Number 3, a parcel totaling 4.95 acres, more or less**
14. **Introduction and first reading of an Ordinance to annex Seeley Lake Annexation Number 4, a parcel totaling 87.53 acres, more or less**
15. **Introduction and first reading of an Ordinance to annex Seeley Lake Annexation Number 5, a parcel totaling 72.66 acres, more or less**
16. **Introduction and first reading of an Ordinance establishing the zoning of five (5) properties totaling 160.62 acres currently zoned Agricultural and R-1 to Holding-Agriculture (H-A)**
17. **Introduction and first reading of an Ordinance making supplemental assessments against the lots and lands in Local Improvement District No. 463 to cover the costs of the maintenance of landscaping around the perimeter of Range View Estates (35th Avenue and 20th Street) in the City of Greeley, Colorado**
18. **Introduction & 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 2023**
19. **Introduction and first reading of an Ordinance Relating to Acquiring Real Property by Purchase or Exercise of Eminent Domain (C Street - 59th to 66th Ave.)**

Mayor Pro Tem moved to approve the Consent Agenda Items 9-12. Councilmember Hall seconded the motion. The motion passed 6-0 at 6:32 p.m. with Councilmember Olson absent.

End of Consent Agenda

20. **Pulled Consent Agenda Items**
None.
21. **Public hearing and second reading of an Ordinance ratifying and adopting the Collective Bargaining Agreement between the Greeley Fire Fighters Union, International Association of Fire Fighters Local 888 and the City of Greeley, which agreement by its terms is for a period commencing January 1, 2024, through December 31, 2026**

Local 888 President Mike Medhurst and Human Resource Director Noel Mink introduced the item at 6:33 p.m.

The City of Greeley and the Greeley Fire Fighter's Union International Association of Firefighters Local 888 have negotiated a tentative agreement for a three-year contract for the period of January 1, 2024, to December 31, 2026. The terms and duration of the contract were developed collaboratively and considered fiscal sustainability, market competitiveness, and equity of the City's entire employee workforce. On May 16, 2023, the Greeley Fire Fighter's Union local membership ratified the tentative agreement, which was approved by a vote of 64 in favor and 12 opposed amongst a total eligible membership of 121.

The public hearing opened at 6:39 p.m.

With no speakers, the public hearing closed at 6:40 p.m.

Mayor Pro Tem moved to adopt the ordinance and publish by title only. Councilmember Clark seconded the motion. The motion passed 6-0 at 6:40 p.m. with Councilmember Olson absent.

22. Appointments to Boards & Commissions

City Clerk Leatherwood announced the appointments:

- Downtown Development Authority- Kimberly Ponce and Christine Kutil for four-year terms
- Greeley/Weld Airport Authority- Steve Lehwald for a four-year term
- Human Relations Commission- Jeannette Shepherd for a three-year term
- Judicial Review Board- Kelli Riley for a three-year term
- Rodarte Community Center Advisory Board- Laura Jones for a three-year term
- Water and Sewer Board- Mick Todd and Tony Miller for five-year terms
- Youth Commission Ex-Officio- Laura Jones for a three-year term

23. Scheduling of Meetings, Other Events

City Manager Raymond Lee requested that Council cancel the June 27, 2023, Work Session and call a Special Meeting on June 29, 2023, at 5 p.m. to discuss an economic incentive development proposal.

Councilmember Butler moved to cancel the June 27, 2023 Work Session and call a Special Meeting on June 29, 2023 at 5 p.m. Councilmember seconded the motion. The motion passed 6-0 at 6:42 p.m., with Councilmember Olson absent.

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

Councilmember Butler moved to approve the motion. Councilmember DeBoutez seconded the motion. The motion passed 6-0 at 6:42 p.m. with Councilmember Olson absent.

- 25. Executive Session for the purpose of discussing economic incentives for a business development opportunity**

Mayor Pro Tem Payton moved to approve the motion. Councilmember Butler seconded the motion. The motion passed 6-0 at 6:44 p.m. with Councilmember Olson absent.

26. Adjournment

25. The Executive Session was called to order at 6:51 p.m. to receive legal advice from the City Attorney and to determine positions, develop strategy, and give instructions to negotiators regarding Business Opportunity and consideration of Economic Incentives.

Present for participation in the Executive Session were all members of City Council plus the following except Councilmember Olson (Excused Absence):

Doug Marek, City Attorney

Raymond Lee, City Manager

Don Tripp, Deputy City Manager

Paul Trombino, Public Works Director (via Zoom)

All conferred with the City Attorney to receive legal advice and to determine positions, develop strategies, and provide instructions to negotiators regarding an incentive agreement for a company relocating to the City of Greeley, as provided C.R.S. § 24-6-402(4)(e)(I) and Greeley Municipal Code 2-151(a)(2) and 2-151(a)(5).

Mayor Gates cautioned each participant to confine discussion to the stated purpose and reminded that no formal action may occur in Executive Session. If at any point any participant believed that the discussion was going outside the proper scope of the Executive Session, participants were advised to interrupt the discussion and raise an objection.

City Council requested to have Alquist 3D's CEO Zachary Mannheimer temporarily join the meeting. Zachary Mannheimer attended the meeting by phone at 6:55 P.M.

Mr. Mannheimer left the meeting at 7:12 p.m.

The meeting concluded at 7:55 p.m. and the current Executive Session was adjourned.

The recording will be retained as provided in the City's records retention policy and in conformity with the Colorado Open Meetings Law for a period of 90 days.

Approved:

John D. Gates, Mayor

Attest:

Heidi Leatherwood, City Clerk

City of Greeley, Colorado
CITY COUNCIL PROCEEDINGS
June 29, 2023
5:00 p.m.

1. Call to Order

Mayor Gates called the meeting to order at 6:00 p.m. in the City Council Chambers at 1001 11th Ave, Greeley, Colorado, with hybrid participation available via the City's Zoom platform.

2. Pledge of Allegiance

Mayor Gates led the Pledge of Allegiance.

3. Roll Call

City Clerk Heidi Leatherwood called the roll.

Present:

Mayor John Gates

Councilmember Tommy Butler

Councilmember Deb DeBoutez

Councilmember Dale Hall

Mayor Pro Tem Brett Payton

Absent:

Councilmember Clark - Excused

Councilmember Olson - Excused

4. Approval of the Agenda

City Manager Lee had no changes to the agenda.

End of Consent Agenda

5. Consideration of a Resolution authorizing approval of the Alquist Development Agreement

Public Works Director, Paul Trombino and Alquist 3D CEO, Zach Mannheimer introduced the item with a presentation at 5:02 p.m.

Economic Development & Urban Revitalization Staff has been working with Alquist, LLC. to relocate their operations and make the City of Greeley home to Alquist LLC's North American Headquarters for assembling robotics, 3D Concrete Printing (3DCP)

manufacturing, and research and development. City Council will consider a resolution to approve the development agreement for economic incentives for relocating Alquist, LLC to the City of Greeley.

Mayor Pro Tem Payton asked who created the agreement and why it was being rushed. In response to the question, Mr. Trombino replied that the City Attorney's Office had drafted the agreement and he had worked on the term sheet. In response to the sense of urgency, Mr. Mannheimer mentioned that Alquist, LLC. was considering other locations across the country, and desired to have a finalized agreement by the end of June.

Mayor Pro Tem Payton asked about the “licenses for use of technology in Weld County” as referred to in the document. Mr. Mannheimer explained that the license was to allow training of users and establish a work force. The term “Weld County” was added to broaden the scope of that workforce and consideration of future work with Habitat for Humanity. Mr. Trombino added that this was not meant to constrain the City but instead allow flexibility. Ultimately, it is up to what the City wants, and it can be changed.

Councilmember Butler asked about the phrase in the resolution allowing homes to be built in “Weld County” and not necessarily in the “City of Greeley.” He asked for assurance that if homes were built in Weld County (outside of the City) would the City still be eligible for fees. In response to the question, Mr. Mannheimer replied that it could be set up that way.

Mayor Pro Tem Payton moved to go into executive session to confer with the City Attorney to receive legal advice pursuant to CRS 24-6-402(4)(b) and Greeley Municipal Code 2-151(2) regarding Legal issues related to the economic incentive agreement. Councilmember Butler seconded the motion. The motion passed 5-0 at 5:26 p.m. with Councilmembers Olson and Clark absent.

Council went into Executive Session at 5:28 p.m. on June 29, 2023. Mayor John Gates called the meeting to order for the record as required by Open meetings Law. The session was electronically recorded.

Participants in this executive session, which is convened in person in the Executive Session Room of Council Chamber, are all members of Council, except for Councilmembers Olson and Clark, plus the following persons:

City Attorney Doug Marek
Public Works Director, Paul Trombino
City Manager, Raymond Lee
City Clerk, Heidi Leatherwood
Interim Finance Director, Tammy Hitchens

This executive session is for the following purpose:

- Conferral with City Staff and the City Attorney to receive legal advice regarding an economic incentive agreement for a company relocating to the City of Greeley, as provided in CRS 24-6-402(4)(b) and Greeley Municipal Code 2-151(a)(2).

The Mayor cautioned each participant in the executive session to confine discussion to the stated purpose and reminded them that no formal action may occur in the executive session. If at any point in the executive session any participant believed that the discussion was going outside of the proper scope of the executive session, he instructed them to interrupt the discussion and raise an objection.

The executive session concluded at 6:06 p.m.

The recording of the executive session will be retained as provided in the City's records retention policy and in conformity with Colorado Open Meetings Law for a period of 90 days.

The Greeley City Council returned to the meeting. The meeting reconvened at 6:08 p.m.

Mayor Pro Tem Payton thanked the Alquist Team for the work they did in considering this relocation to Greeley. He was excited about the opportunity and needed more information.

Mayor Pro Tem Payton moved to adopt the resolution changing Section 2 to read; "That the City Manager is authorized to negotiate, finalize and enter into a contract with Alquist 3D, LLC. to provide the following business development incentives subject to Council approval." And changes to Section 3 to read; "That the city manager is authorized to pursue negation of additional supplemental agreements and to bring those back to City Council for consideration as necessary and appropriate to implement the incentive project with Alquist 3D, LLC." Councilmember Butler seconded the motion.

The mayor opened the floor for Council discussion.

Councilmember Butler noted that he was excited as well. He added that it is important that Council be responsible in handling funds of the City.

Councilmember Hall said that this project is a win-win and believed in the investment of affordable housing and the Aimes partnership.

Mayor Pro Tem Payton noted that staff wants to get this item back to Council quickly and asked if staff could provide a date to the applicant.

Councilmember Hall moved to amend the motion, calling a special meeting to the Council work session on July 11th at 6 p.m. Mayor Pro Tem Payton and Councilmember Butler agreed to the amendment. The motion as amended passed 5-0 at 6:15 p.m. with Councilmembers Clark and Olson absent.

Post meeting note: Greeley Municipal Charter Sec 2-150(c) requires that Special Meetings be called at a Regular meeting or by the mayor and (3) councilmembers. This was completed by the City Clerk and the meeting was called for "July 11, 2023, at 6:30 p.m. or immediately following the Work Session." Notice of the meeting was delivered electronically to the Mayor and all Councilmembers, Friday, July 7, 2023, at 10:07 a.m.

6. Scheduling of Meetings, Other Events

None.

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

Mayor Pro Tem Payton moved to approve the motion. Councilmember DeBoutez seconded the motion. The motion passed 5-0 at 6:17 p.m. with Councilmembers Clark and Olson absent.

8. Adjournment

There being no further business to come before the Council, Mayor Gates adjourned the meeting at 6:17 p.m.

Approved:

John D. Gates, Mayor

Attest:

Heidi Leatherwood, City Clerk



Council Agenda Summary

July 18, 2023

Key Staff Contact: Tammy Hitchens, Interim Finance Director

Title:

Consideration of a motion to approve the Change Order to Contract FY21-25Y for City Professional Financial Auditing Services with Plante & Moran, PLLC, increasing the contract from \$610,475.00 to \$835,475.00

Summary:

The original contract did not anticipate the challenges to the ERP system and additional financial reconciliation work that needed to be undertaken during FY22 for the FY21 audit - the first fiscal year on the new ERP system. Due to timing related to when the information was available for audit, Plante & Moran utilized more senior level staff to get the audit completed as junior staff was unavailable. Additionally, the ARPA program required an additional single audit review and was not included in the original audit contract.

This Change Order adds capacity to the City's annual financial audit process to support the additional audit work that was required for FY21 due to the timing issues and additional reconciliation work needed during the first fiscal year of the City's new ERP system. It also adds capacity to the audit contract to support additional single audit program review and audits (including the ARPA program) that have occurred and may occur throughout the remaining term of the contract.

The Finance Department budget has sufficient available budget to fund Change Order #1 for the 2021 additional audit costs.

Fiscal Impact:

Does this item create a fiscal impact on the City of Greeley?	Yes
If yes, what is the initial, or, onetime impact?	\$225,000.00
What is the annual impact?	Unknown
What fund of the City will provide Funding?	General Fund
What is the source of revenue within the fund?	Finance Department Budget
Is there grant funding for this item?	No
Additional Comments:	No additional appropriation is needed for 2023. The annual impact will be determined based on the number of Federal grants audited.

Legal Issues:

Per Municipal Code section 6-486, Cumulative Change Orders exceeding 25% of the original contract must be approved by City Council.

Other issues and Considerations:

Strategic Focus Area:



High-Performance Government

Decision Options:

- 1) A motion to Approve Change Order – City Professional Financial Auditing Services Contract FY21-25Y1); or
- 2) Deny the motion; or
- 3) Amend the motion

Council's Recommended Action:

A motion to Approve Change Order – City Professional Financial Auditing Services Contract FY21-25Y

Attachments:

1. FS21-10-174-1 - Auditing Services RFP_Plante Moran_fully executed
2. Change Order Form - Plante Moran - June 2023

City of Greeley, Colorado Contract Information

Other Relevant Information about Contract: On October 18, 2021, five (5) proposals were submitted for Financial Auditing Services. Since awarding the contract to the original, most responsible proposer, the City decided to terminate that contract. The next responsible proposer is Plante & Moran PLLC.

Project Name: Auditing Services for Finance Department

RFP#: FS21-10-174

Supplier: Plante & Moran, PLLC.

Project #:

COA: 100.1000.10300.0000.xxx.xxxx.xxx (73.31%)
 411.8010.10000.0000.xxx.xxxx.xxx (4.64%)
 421.8500.10000.0000.xxx.xxxx.xxx (13.08%)
 400.6206.10200.0000.xxx.xxxx.xxx (0.39%)
 401.6501.10000.0000.xxx.xxxx.xxx (1.16%)
 402.5650.25001.0000.xxx.xxxx.xxx (0.20%)
 431.5800.58000.0000.xxx.xxxx.xxx (1.73%)
 511.5700.57000.0000.xxx.xxxx.xxx (1.76%)
 521.1901.10000.0000.xxx.xxxx.xxx (3.72%)

Contract Amount: FY21 – NTE \$120,000
FY22 – NTE \$114,500
 NTE \$234,500

(Optional)
 FY23 – NTE \$120,225
 FY24 – NTE \$126,000
FY25 – NTE \$129,750
 Grand Total - \$610,475

Project Manager: Tammy Hitchens

DocuSigned by:

Tammy Hitchens

ED4A0C0038BB442...

Department Director Reviewed: John Karner

DocuSigned by:

JOHN KARNER

F8DCA83C0CBA494...

Budget Analyst Reviewed: Brandon Garza

DocuSigned by:

Brandon Garza

797AB4DBC2E74EC...

Purchasing Reviewed: Levi Dyer

DocuSigned by:

Levi Dyer

08E41E9A217344C...

CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES
RFP# FS21-10-174
AUDITING SERVICES FOR FINANCE DEPARTMENT

This Contract is made as of **May 10, 2022**, by and between the City of Greeley, Colorado, hereinafter referred to as the CITY, and Plante & Moran, PLLC, authorized to do business in the State of Colorado, hereinafter referred to as the CONSULTANT, whose address is 8181 E. Tufts Avenue, Suite 600, Denver, CO 80237.

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

ARTICLE 1 - SERVICES

The CONSULTANT'S responsibility under this Contract is to provide professional/consultation services in the area of Financial Auditing Services.

More specifically, the scope of services is attached. The services of the CONSULTANT shall be under the direction of the Project Manager who has been designated by the Director of Finance to act as the CITY'S representative during the performance of this Contract.

ARTICLE 2 - SCHEDULE

This Contract shall be in force and effect for a period of Two (2) years commencing **05/10/2022** and ending **05/09/2024**, unless terminated sooner. In addition, at the option of the City, the Contract may be renewed for three (3) consecutive one (1) year periods. The CONSULTANT shall commence services upon receipt of fully executed Contract and complete all services in conjunction with the attached Schedule A.

ARTICLE 3 - PAYMENTS TO CONSULTANT

A. The CITY shall pay to the CONSULTANT for services satisfactorily performed, based on sum not to exceed **\$610,475.00**, which includes all direct charges, indirect charges, and reimbursable expenses stated in the attached document. The CONSULTANT will bill the CITY on a monthly basis or as otherwise provided for services rendered toward the completion of the Scope of Work. The amounts billed shall represent the sum of billable time (including overhead and profit) for labor hours expended plus any other allowable costs and expenses for services stated in the attached Schedule A. The CONSULTANT shall track expenditures and inform the CITY of any possible cost overrun prior to completing work that would overrun the maximum contract sum. The CITY may choose to increase the budget for the work using a mutually acceptable contract amendment or it may choose not to increase the budget and terminate the work accordingly.

B. Invoices received from the CONSULTANT pursuant to this Contract will be reviewed and approved by the Project Manager, indicating that services have been rendered in conformity with the Contract and then will be sent to the Finance Department for payment.

ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Contract by the CONSULTANT shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this contract are accurate, complete, and current as of the date of this Contract.

The said rates and costs shall be adjusted to exclude any significant sums should the CITY determine that the rates and costs were increased due to inaccurate, incomplete, or non-current wage rates or due to inaccurate representations of fees paid to outside consultants. The CITY shall exercise its rights under this "Certificate" within one (1) year following final payment.

ARTICLE 5 – TERMINATION

This Contract may be terminated by the CONSULTANT upon 30 days' prior written notice to the CITY in the event of substantial failure by the CITY to perform in accordance with the terms of this Contract through no fault of the CONSULTANT. It may also be terminated by the CITY, with or without cause, immediately upon written notice to the CONSULTANT. Unless the CONSULTANT is in breach of this Contract, the CONSULTANT shall be paid for services rendered to the CITY'S satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the CITY the CONSULTANT shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in process, completed work, and other material related to the terminated work to the CITY.
- D. Continue and complete all parts of the work that have not been terminated.

The CONSULTANT shall be paid for services actually rendered to the date of termination.

ARTICLE 6 - PERSONNEL

The CONSULTANT represents that it has, or will, secure at its own expense all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the CITY.

All of the services required herein under shall be performed by the CONSULTANT or under its supervision, and all personnel engaged in performing the services shall be fully qualified and if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the CONSULTANT'S key personnel, as may be listed in the proposal for the work, must be made known to the CITY'S representative and written approval granted by the CITY before said changes or substitutions can become effective.

The CONSULTANT declares that all services shall be performed by skilled and competent personnel to the level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions.

ARTICLE 7 – SUB-CONSULTANT

The CITY reserves the right to accept the use of a sub-consultant or to reject the selection of a particular sub-consultant and to inspect all facilities of any sub-consultants in order to make a determination as to the capability of the sub-consultant to perform properly under this Contract. The CONSULTANT is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.

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

ARTICLE 8 - FEDERAL AND STATE TAX

The CITY is exempt from payment of Colorado State Sales and Use Taxes. The CITY will sign an exemption certificate submitted by the CONSULTANT. The CONSULTANT shall not be exempted from paying sales tax to their suppliers for materials used to fulfill contractual obligations with the CITY, nor is the CONSULTANT authorized to use the CITY'S tax exemption number in securing such materials.

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

ARTICLE 9 - AVAILABILITY OF FUNDS

When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract may be cancelled and the CITY shall reimburse the CONSULTANT for expenses incurred during the contract period.

ARTICLE 10 - INSURANCE

A. The CONSULTANT shall not commence work under this Agreement until he/she has obtained all insurance required under this paragraph and such insurance has been approved by the CITY.

B. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Colorado. The CONSULTANT shall furnish Certificates of Insurance to the CITY prior to the commencement of operations. The Certificates shall clearly indicate that the CONSULTANT has obtained insurance of the type, amount, and classification as required for strict compliance with this paragraph and that no material change or cancellation of the insurance shall be effective without ten (10) days prior written notice to the CITY. Compliance with the foregoing requirements shall not relieve the CONSULTANT of its liability and obligations under this Contract.

C. The CONSULTANT shall maintain, during the life of this Contract, professional liability insurance (errors and omissions) in the amount of \$1,000,000 per occurrence to protect the CONSULTANT of claims for damages for negligent acts, errors or omissions in the performance of professional services under this Contract, whether such acts, errors or omissions be by the CONSULTANT or by anyone directly employed by or contracting with the CONSULTANT.

D. The CONSULTANT shall maintain, during the life of this Contract, comprehensive automobile liability insurance in the amounts of \$1,000,000 combined single limit bodily injury and \$50,000 property damage to protect the CONSULTANT from claims for damages for bodily injury, including wrongful death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations by the CONSULTANT or by any directly or indirectly employed by the CONSULTANT.

E. The CONSULTANT shall maintain, during the life of this Contract, adequate Workmen's Compensation Insurance and Employer's Liability Insurance in at least such amounts as are required by law for all of its employees performing work for the CITY pursuant to this Contract.

F. All insurance, other than Workmen's Compensation and Professional Liability, is to be maintained by the CONSULTANT shall specifically include the CITY as an "Additional Insured".

ARTICLE 11 - INDEMNIFICATION

The CONSULTANT shall indemnify and save harmless and defend the CITY, its agents, servants, and employees from and against any and all claims, liability, losses, and/or cause of action which may arise from any negligent act or omission of the CONSULTANT, its agents, servants, or employees in the performance of services under this Contract.

ARTICLE 12 - SUCCESSORS AND ASSIGNS

The CITY and the CONSULTANT each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Contract and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the CITY nor the

CONSULTANT shall assign, sublet, convey, or transfer its interest on this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the CITY which may be party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the CITY and the CONSULTANT.

ARTICLE 13 - REMEDIES

This Contract shall be governed by the laws of the State of Colorado. Any and all legal action necessary to enforce the Contract will be held in Weld County and the contract will be interpreted according to the laws of Colorado. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

In any action brought by either party for the enforcement of the obligations of the other party, the prevailing party shall be entitled to recover reasonable attorney's fees.

ARTICLE 14 - COLORADO LAW

The Colorado Law shall prevail as the basis for contractual obligations between the CONSULTANT and the CITY for any terms and conditions not specifically stated in this Contract.

ARTICLE 15 - CONFLICT OF INTEREST

The CONSULTANT represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Colorado Statutes and ordinances of the City of Greeley. The CONSULTANT further represents that no person having any interest shall be employed for said performance.

The CONSULTANT shall promptly notify the CITY in writing by certified mail of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the CONSULTANT'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONSULTANT may undertake and request an opinion of the CITY as to whether the association, interest or circumstance would, in the opinion of the CITY, constitute a conflict of interest if entered into by the CONSULTANT. The CITY agrees to notify the CONSULTANT of its opinion by certified mail within 30 days of receipt of notification by the CONSULTANT. If, in the opinion of the CITY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONSULTANT, the CITY shall so state in the notification and the CONSULTANT shall, at his/her option, enter into said association, of interest with respect to services provided to the CITY by the CONSULTANT under the terms of this Contract.

ARTICLE 16 - EXCUSABLE DELAYS

The CONSULTANT shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the CONSULTANT'S control and without its fault or negligence. Such causes may include, but are not limited to: acts of God; the CITY'S omissive and commissive failures; natural or public health emergencies; labor disputes; freight embargoes; and severe weather conditions. If failure to perform is caused by the failure of the CONSULTANT'S sub-consultant(s) to perform or make progress, and if such failure arises out of causes reasonably beyond the control of the CONSULTANT and its sub-consultant(s) and is without the fault or negligence of either of them, the CONSULTANT shall not be deemed to be in default.

Upon the CONSULTANT'S request, the CITY shall consider the facts and extent of any failure to perform the work and, if the CONSULTANT'S failure to perform was without its fault or negligence, the Contract Schedule A and/or

any other affected provision of this Contract shall be revised accordingly; subject to the CITY'S rights to change, terminate, or stop any or all of the work at any time.

ARTICLE 17 - ARREARS

The CONSULTANT shall not pledge the CITY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The CONSULTANT further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 18 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The CONSULTANT shall deliver to the CITY for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the CITY under this Contract.

All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the CITY or at its expense will be kept confidential by the CONSULTANT and will not be disclosed to any other party, directly or indirectly, without the CITY'S prior written consent unless required by a lawful order. All drawings, maps, sketches, and other data developed, or purchased, under this Contract or at the CITY'S expense shall be and remain the CITY'S property and may be reproduced and reused at the discretion of the CITY. The CITY shall indemnify and hold CONSULTANT harmless for any claim or liability arising from any use or reuse of the documents for any purpose other than the project and scope of work for which they were prepared.

ARTICLE 19 - INDEPENDENT CONSULTANT RELATIONSHIP

The CONSULTANT is, and shall be, in the performance of all work services and activities under this Contract, as Independent Consultant, and not an employee, agent, or servant of the CITY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the CONSULTANT'S sole direction, supervision, and control. The CONSULTANT shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONSULTANT'S relationship and the relationship of its employees to the CITY shall be that of an independent CONSULTANT and not as employees or agents of the CITY.

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

ARTICLE 20 - CONTINGENT FEES

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

ARTICLE 21 - ACCESS AND AUDITS

The CONSULTANT shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the work for at least three (3) years after completion of this Contract. The CITY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the CITY'S cost, upon five (5) days written notice.

ARTICLE 22 - NONDISCRIMINATION

The CONSULTANT declares and represents that all of its employees are treated equally during employment without regard to race, color, religion, physical handicap, sex, age, or national origin.

ARTICLE 23 - SURVIVAL

All covenants, agreements, representations, and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

ARTICLE 24 - ENTIRETY OF CONTRACTUAL AGREEMENT

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

ARTICLE 25 - ENFORCEMENT COSTS

If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provisions of this Contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs, and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs, and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

ARTICLE 26 - AUTHORITY TO PRACTICE

The CONSULTANT hereby represents and declares that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner.

ARTICLE 27 - SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Contract, or the application of such terms or provision, to person or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 28 - AMENDMENTS AND MODIFICATION

No amendment and/or modifications of this Contract shall be valid unless in writing and signed by each of the parties.

The CITY reserves the right to make changes in the work, including alterations, reductions therein or additions thereto. Upon receipt by the CONSULTANT of the CITY'S notification of a contemplated change, the CONSULTANT shall (1) if requested by CITY, provide an estimate for the increase or decrease in cost due to the contemplated change, (2) notify the CITY of any estimated change in the completion date, and (3) advise the CITY in writing if the contemplated change shall effect the CONSULTANT'S ability to meet the completion dates or schedules of this Contract.

If the CITY so instructs in writing, the CONSULTANT shall suspend work on that portion of the Work affected by a contemplated change, pending the CITY'S decision to proceed with the change.

If the CITY elects to make the change, the CITY shall issue a Contract Amendment or Change Order and the CONSULTANT shall not commence work on any such change until such written amendment or change order has been issued and signed by each of the parties.

ARTICLE 29 – LIQUIDATED DAMAGES (Intentionally deleted)

ARTICLE 30 - COMPLIANCE WITH C.R.S. § 8-17.5-101

- A. By signing this Agreement, the CONSULTANT certifies that at the time of the Certification, it does not knowingly employ or contract with any worker without authorization who will perform work under this Contract.
- B. By signing this Agreement, the CONSULTANT certifies that it shall not knowingly employ or contract with any worker without authorization to perform work under this contract; nor enter into a contract with any sub-consultant that knowingly employs or contracts with a worker without authorization to perform work under this contract.
- C. CONSULTANT has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify program or the Colorado Department of Labor and Employment Program.
- D. The CONSULTANT is prohibited from using the E-Verify program or the Department of Labor and Employment Program procedures to undertake pre-employment screening of job applicants while the public contract for services is being performed.
- E. By signing this agreement the CONSULTANT affirmatively acknowledges that if the consultant obtains actual knowledge that a sub-consultant performing work under the public contract for services knowingly employs or contracts with a worker without authorization, the consultant shall be required to:
 - (i) notify the sub-consultant and the contracting state agency or political subdivision within three days that the consultant has actual knowledge that the sub-consultant is employing or contracting with a worker without authorization; and
 - (ii) terminate the subcontract with the sub-consultant if within three days of receiving the notice required pursuant to sub-subparagraph (i) of this subparagraph the sub-consultant does not stop employing or contracting with the worker without authorization; except that the consultant shall not terminate the contract with the sub-consultant if during such three days the sub-consultant provides information to establish that the sub-consultant has not knowingly employed or contracted with a worker without authorization.
- F. The CONSULTANT shall comply with all reasonable requests made in the course of an investigation by the Colorado Department of Labor and Employment.
- G. The CONSULTANT shall, within twenty days after hiring an employee who is newly hired for employment to perform work under this contract, affirm that the CONSULTANT has examined the legal work status of such employee, retained file copies of the Documents required by 8 U.S.C. § 1324(a) , and not altered or falsified the identification documents for such employees. The CONSULTANT shall provide a written notarized copy of the affirmation to the CITY.

- H. If CONSULTANT violates any provision of this Contract pertaining to the duties imposed by Subsection 8-17.5-102, C.R.S. the CITY may terminate this Contract. If this Contract is so terminated, CONSULTANT shall be liable for actual and consequential damages to the CITY arising out of Consultant's violation of Subsection 8-17.5-102, C.R.S.
- I. By signing this Agreement, the CONSULTANT certifies that it shall in all respects comply with the provisions of C.R.S. § 8-17.5-101, et seq.

ARTICLE 31 - ELECTRONIC SIGNATURES

The Contract Documents may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same document. The Contract Documents, including all component parts set forth above, may be executed and delivered by electronic signature by any of the parties and all parties consent to the use of electronic signatures.

ARTICLE 32 - NOTICE

All notices required in this Contract shall be sent by certified mail, return receipt requested, and if sent to the CITY shall be sent to:

City of Greeley
 Tammy Hitchens
 1000 10th Street Greeley, CO 80631
 Ph: 970-350-9599
 Email: Tammy.Hitchens@Greeleygov.com

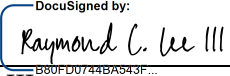
and if sent to the CONSULTANT shall be sent to:
 Plante & Moran, PLLC:
 Timothy St. Andrew
 PH. 313 799-5869
 Email: Timothy.StAndrew@PlanteMoran.com

IN WITNESS WHEREOF, the parties have made and executed this Contract and have hereunto set his/her hand the day and year above written.

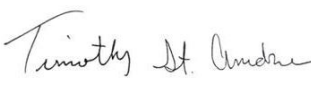
EXECUTED:

The City of Greeley

Approved as to Substance

Signed: 
 Name: Raymond C. Lee III
 Title: City Manager
 Date: 6/10/2022

CONSULTANT:

Signed: 
 Name: Timothy St. Andrew
 Title: CPA, Consultant
 Date: May 11, 2022

ENDORSED:

The City of Greeley

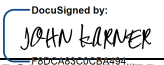
Reviewed as to Legal Form

Signed: 
 Name: Stacey Aurzada
 Title: Deputy City Attorney
 Date: 6/10/2022

ENDORSED:

The City of Greeley

Certification of Contract Funds Availability

Signed: 
 Name: JOHN KARNER
 Title: Director of Finance
 Date: 6/21/2022

SCHEDULE "A"**1. Objective/Scope of Work to Be Performed:**

1. The auditor shall complete all interim work in conjunction with field work..
2. The auditor shall provide the City of Greeley both a detailed audit plan and a list of all schedules to be prepared by the City of Greeley by June 1, 2022.
3. The auditor shall complete all fieldwork by July 29, 2022.
4. The auditor shall have drafts of the audit reports and recommendations to management available for review by the City Council and the Director of Finance by August 26, 2022.
5. The Finance Department personnel shall prepare draft financial statements, notes and all required supplementary schedules (and statistical data) by August 15, 2022. The auditor shall provide all recommendations, revisions and suggestions for improvement by August 26, 2022.
6. Staff will complete their review of the draft report as expeditiously as possible. It is not expected that this process should exceed one week. During that period, the auditor should be available for any meetings that may be necessary to discuss the audit reports. It is anticipated that this process will be completed and the Annual Comprehensive Financial Report will be printed on or before September 12, 2022.

2. THE CITY OF GREELEY Responsibilities:

1. The City of Greeley will have all records ready for audit and all management personnel available to meet with the firm's personnel as of June 20, 2022 to begin interim work.
2. The City of Greeley anticipates having sufficient individual fund work papers and statements ready by June 20, 2022 to begin year-end work. These materials are planned to be generated by a consultant that will be selected in a separate request for proposal process.
3. Combining statements and government-wide statements are anticipated to be ready by July 11, 2022.

3. Deliverables:

Completion of the Fiscal Year Audit to complete a Fully executed Comprehensive Annual Financial Report

4. Deliverable Due Date(s):

Interim Work –

Detailed Audit Plan – June 1, 2022

Field Work – June 20, 2022

Audit reports and recommendations – August 15, 2022

Suggestions for improvements – August 26, 2022

Annual Comprehensive Financial Report fully printed / delivered – September 12, /2022

5. Fees:

Fee Arrangement Type:

Fixed Price Assignment:

FY21 Audit Services – NTE \$120,000

FY22 Audit Services – NTE \$114,500

(Optional)

FY23 Audit Services – NTE \$120,225

FY24 Audit Services – NTE \$126,000

FY25 Audit Services – NTE \$129,750

Invoicing Schedule:

Milestone – based on the successful completion of deliverable due dates listed in Schedule A #4.

Interim work - 10% of Fixed Price Assignment

Detailed Audit Plan – 10% of Fixed Price Assignment

Field Work – 20% of Fixed Price Assignment

Audit reports and recommendations – 20% of Fixed Price Assignment

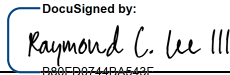
Suggestions for improvements – 20% of Fixed Price Assignment

Comprehensive Annual Financial Report fully printed / delivered – 20% of Fixed Price Assignment

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective authorized representatives to be effective as of the date first above written.

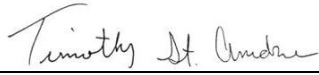
SIGNED:

THE CITY OF GREELEY

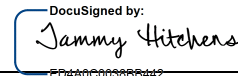
Signed:  _____
B08FD0744BA643F...

Name: Raymond C. Lee IIITitle: City ManagerDate: 6/10/2022**SIGNED:**

CONSULTANT

Signed:  _____

Name: Timothy St. AndrewTitle: CPA, ConsultantDate: May 11, 2022**ENDORSED:**The City of Greeley
Department Representative

Signed:  _____
ED4A0C0000B5412...

Name: Tammy HitchensTitle: Deputy Finance DirectorDate: 6/10/2022



Plante & Moran, PLLC
1098 Woodward Avenue
Detroit, MI 48226-1906
Tel: 313.496.7200
Fax: 313.496.7201
plantemoran.com

April 27, 2022

Ms. Tammy Hitchens
City of Greeley CO
1000 10th Street
Greeley, CO 80631

Dear Ms. Hitchens:

Thank you for your selection of Plante & Moran, PLLC ("PM") to assist you. We are sending this letter and the accompanying Professional Services Agreement, which is hereby incorporated as part of this engagement letter, to confirm our understanding of the nature, limitations, and terms of the services we will provide to City of Greeley CO ("Client").

Scope of Services

We will audit Client's basic financial statements and federal awards as of and for the year ended December 31, 2021. In addition, the other supplement information accompanying the financial statements, consisting of the combined financial statements for all fund types and certain budgetary comparison schedules, will be subjected to the auditing procedures applied in our audit of the financial statements.

In connection with our audit engagement, we will assist you in drafting your Data Collection Form. This assistance is considered a non-attest service; you agree to the contemporaneous provision of these audit and non-audit services.

With respect to other information included in the Annual Comprehensive Financial Report, we will read the other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be misstated. Professional standards require that we perform these procedures regardless of whether the Annual Comprehensive Financial Report is prepared before or after the audit report date. We will request management provide a written representation that the final version of the documents will be provided to us when available, and prior to the issuance by the City, in order for us to complete necessary procedures.

If you determine that you need additional services, including accounting, consulting, or tax assistance, PM can be available to provide such additional services if and to the extent provided for in a separate, signed engagement agreement.

Timing of Services

Due to the ongoing Coronavirus pandemic, we expect to perform this engagement with a combination of on-site and remote work. If you prefer for us, as an alternative to certain elements of our on-site work, to perform as many procedures remotely as possible, please let us know as soon as possible. This work is expected to begin in June 2022. Completion of our procedures and issuance of our report will be dependent upon our ability to obtain sufficient appropriate information and access your staff. If you elect to have us perform as many procedures remotely as possible, there may likely still be procedures that will require us to be on-site. We will work with you to schedule that work based on and subject to applicable legal requirements and/or guidance regarding worksite safety conditions.

Ms. Tammy Hitchens
City of Greeley CO

2

April 27, 2022

Fees and Payment Terms

Our fee for this engagement will be based on the agreed-upon fee structure.

Our fee does not include additional services that may be required as a result of issues related to the Coronavirus pandemic, including accounting and disclosure matters, or those caused by delays in engagement timing or procedures. In the event any of these issues arise, we will discuss additional fee estimates with you.

Invoices for audit services will be rendered to reflect this payment schedule. Invoices for other services and out-of-pocket costs will be rendered as services are provided and are due when received. In the event an invoice is not paid timely, a late charge in the amount of 1.25 percent per month will be added, beginning 30 days after the date of the invoice.

If you are in agreement with our understanding of this engagement, as set forth in this engagement letter and the accompanying Professional Services Agreement, please sign the enclosed copy of this letter and return it to us with the accompanying Professional Services Agreement.

Thank you for the opportunity to serve you.

Very truly yours,

Plante & Moran, PLLC

Timothy St. Andrew, CPA
Partner

Agreed and Accepted

We accept this engagement letter and the accompanying Professional Services Agreement (collectively "Agreement"), which set forth the entire agreement between City of Greeley CO and Plante & Moran, PLLC with respect to the services specified in the Scope of Services section of this engagement letter.

City of Greeley CO

Ms. Tammy Hitchens

Date

Title



5550 United Plaza Blvd., Ste. 1001 - Baton Rouge, LA 70809
225-922-4600 Phone - 225-922-4611 Fax - pncpa.com

A Professional Accounting Corporation

Report on the Firm's System of Quality Control

To the Partners of
Plante & Moran, PLLC
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Plante & Moran, PLLC (the firm) applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended June 30, 2019. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act; audits of employee benefit plans, audits performed under FDICIA, an audit of a broker-dealer, and examinations of service organizations (SOC 1 and SOC 2 engagements).

As part of our peer review, we considered reviews by regulatory entities as communicated to the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Plante & Moran, PLLC applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended June 30, 2019, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Plante & Moran, PLLC has received a peer review rating of *pass*.

Postlethwaite & Netterville

Baton Rouge, Louisiana
December 27, 2019



OCTOBER 18, 2021

RENEWABLE CONTRACT
#FS21-10-174

Make the mark.

CITY OF GREELEY, CO

Audit Services Technical Proposal

Table of contents

01 A. Cover letter

04 B. Use of subcontractors

04 C. Minimum mandatory qualifications

04 *Independence – generally accepted auditing standards*

04 *Independence – City of Greeley component units*

04 *Professional relationships with the City*

04 *Affirmation re: conflicting professional relationships*

04 *License to practice in Colorado*

05 *Firm qualifications and experience*

05 *Firm overview*

06 *Our governmental audit practice/industry experience*

12 *Our offices serving you*

13 *Team overview*

14 *Peer review report*

14 *Federal and state desk reviews*

15 *Disciplinary action*

15 *Engagement partner, supervisory, and staff qualifications and experience*

15 *Engagement team organization*

16 *Engagement team bios, experience, certifications, licensure, and professional organizations*

24 *CPE coursework*

29 *Audit approach*

29 *Audit workplan and methodology*

32 *Proposed segmentation of the engagement*

33 *Level of staff and hours segmentation*

34 *Specific audit phases and procedures*

Table of contents – continued

37	<i>Approach to understanding internal control structure</i>
40	<i>Approach to drawing audit samples for compliance testing</i>
41	<i>Sampling methodology – statistical sampling</i>
41	<i>Analytical procedures used</i>
45	<i>Testing of laws and regulations</i>
49	<i>Single audit approach</i>
51	<i>Testing your IT systems</i>
53	<i>Use of software</i>
55	<i>Audit timeline</i>

56 D. Company information

56	<i>Name, address, and principals</i>
56	<i>Year established</i>
56	<i>Plans to sell or merge firm</i>
57	<i>Comprehensive list of services</i>
58	<i>Training resources and support for government clients</i>

60 Evaluation criterion #1 – technical qualifications

60	<i>Similar engagements with other government entities and references</i>
63	<i>Staff assignments and assuring staff quality</i>
63	<i>Audit workplan and methodology – cross referenced to document location</i>

64 Evaluation criterion #2 – price

67 Proposal acknowledgement – RFP Exhibit 1

68 Appendix

69	<i>Representative governmental clients</i>
73	<i>Plante Moran in Colorado</i>
74	<i>Get to know more about Plante Moran</i>



Plante & Moran, PLLC
 Suite 600
 8181 E. Tufts Avenue
 Denver, CO 80237
 Tel: 303.740.9400
 Fax: 303.740.9009
 plantemoran.com

A. Cover letter

October 18, 2021

City of Greeley CO
 c/o City of Greeley Finance Department
 1000 10th Street
 Greeley, CO 80631

To the City of Greeley and the Audit Evaluation Committee,

Thank you for the opportunity to submit our proposal for audit services to the City of Greeley CO (“the City”) in response to your RFP Renewable Contract #FS21-10-174. As one of Colorado’s fast-growing cities, the City needs a partner that prioritizes relationships and exceptional customer service. We use the word “partner” rather than “service provider,” because that’s what you deserve from a professional advisor: a true partnership that’s committed not just to the success of this engagement, but also to the City’s long-term success.

Plante Moran is the 13th largest certified public accounting and management consulting firm in the nation and the largest in Colorado. With 24 offices worldwide (including four in Colorado) and **a history spanning nearly 100 years**, our firm provides clients with financial, human capital, operations improvement, strategic planning, technology selection and implementation, and family wealth management services.

With our deep bench of governmental auditors and technical specialists, we are qualified to provide the City with the expertise, efficiency, and services you seek. We understand the City requires an experienced audit firm to ensure the timely delivery of accurate financial statement audits in compliance with the latest accounting and auditing standards. We affirm that we will meet the City’s deadlines as specified in the RFP.

We know you have many options when it comes to selecting a professional services partner, but Plante Moran stands apart from the competition. Here’s what that means for the City:

- ✓ **We have a significant, dedicated governmental industry practice that serves more than 1,300 public sector clients across the U.S.** Many local governments are underserved by other national professional services firms but have needs beyond the skills and resources of most local and regional firms. Plante Moran’s position within the marketplace makes us uniquely able to provide the City with depth of government industry expertise coupled with high-touch service at a value-driven fee.

Benefits to the City

- We will provide broader insights because we draw on a broader base of knowledge gained from serving not just cities, counties, and agencies within Colorado, but also nationwide.
 - The City won’t need to train or educate our team since each team member’s career focus is government auditing.
 - You’ll get the capacity, resources, and fresh perspective you need delivered with the personal, world-class service you deserve.
- ✓ **We prioritize client service over maximizing firm profits.** Unlike other firms, we are organized by industry focus, not by location-specific profit centers. Our unique “one-firm” firm structure means we’re one unified firm that works together to bring the right expertise to serve clients as a single team, and this sets us apart from our competitors.

City of Greeley
October 18, 2021

Benefits to the City

- You'll work with our most qualified experts for the City's specific needs, regardless of their home office location or geography — and at no charge for travel expenses.
- Our investments in technology enable specialists from across all our offices to collaborate with the City efficiently and effectively.
- You'll have seamless access to our firmwide resources. As your needs change, we can quickly bring knowledge and advice from other service areas, including IT and cybersecurity consulting.

- ✓ **We are industry leaders.** We are the second largest single audit provider in the nation and hold active leadership roles in key industry groups like the American Institute of Certified Public Accountants (including the AICPA's Governmental Audit Quality Center and State and Local Government Expert Panel), Colorado Society of Certified Public Accountants, Governmental Accounting Standards Board, and Government Finance Officers Association.

Benefits to the City

- You'll receive advance notice of upcoming changes and guidance, quick answers to difficult questions, and help resolving federal compliance issues.
- We have conducted more than 750 Annual Comprehensive Financial Report (ACFR) audits in the past 25 years whereby the ACFRs have received the Certificate of Achievement for Excellence in Financial Reporting from the GFOA, and we will leverage this expertise to provide the City a high-quality and streamlined ACFR experience.
- Our GASB involvement will ensure sure that the City stays on top of GASB pronouncements and understands the impact of new GASB standards on your financial statements.

- ✓ **The task of changing auditors will not be a burden on your internal resources and staff.** We developed a detailed and proven process that ensures a seamless transition through effective communication with the City's management and prior auditor. Our process also emphasizes upfront planning and an understanding of your unique needs.

Benefits to the City

- We will minimize disruptions to your team and interruptions to your day-to-day operations.
- No extra time will be required on your behalf for new workpapers associated with the transition (in other words, we will not ask you to recreate the wheel).
- We will quickly begin serving you at the highest level.

- ✓ **The City will have access to frequent educational programs throughout the year at no additional cost.** Our publications and CPE-approved webinars will help you analyze how recent changes in regulations, legislation, economic conditions, and trends could impact the City. Please see pages 58-59 for examples of the thought leadership and training we provide our clients.

Benefits to the City

- In addition to our ongoing conversations with you, our articles, complimentary trainings, and toolkits will keep you up to date and help you better plan for the future.
- Our online government industry resource center features guidance on current hot topics like the financial impacts of the COVID-19 pandemic and the implementation of GASB 87.
- Our Government Perspectives quarterly e-newsletter provides clients with updates on finance, technology, and operational issues and includes ideas for maximizing limited resources.

City of Greeley
October 18, 2021

- ✓ **Our customized workplan will provide a more efficient and seamless audit experience with on-time delivery.** Cornerstones of our service approach include frequent communication throughout the year (not just during the audit) and a higher degree of partner and manager involvement.

Benefits to the City

- Our most knowledgeable and experienced team members will direct the audit and address any issues with the City as they arise.
- Year-round integration of our professional standards team ensures the City experiences a smooth engagement with no year-end surprises.
- We'll supply easy-to-use, state-of-the-art tools, templates, and technology for efficient and effective collaboration, document sharing, and status tracking throughout the audit.

We are excited to redefine the level of service that you should expect from a professional services provider. Using our significant experience serving government clients, we'll hit the ground running by finding ways to increase efficiency and provide value beyond compliance. While many firms can perform an audit, we believe it's how we would work to become your trusted advisor that differentiates us.

I, Timothy St. Andrew, will serve as the City's engagement partner and am authorized to represent Plante Moran as the City's Principal Contact Person and bind Plante Moran for the terms proposed. I also affirm that Plante Moran is providing all criteria expected by the City. We have reviewed the Sample Contract for Consulting/Professional Services provided as Exhibit 2 in the RFP, and are proposing the contract modification below, which is common to all of our audit engagements.

Exhibit 2 page 20, Article 29, Liquidated Damages

~~Proposed exception: Failure by the CONSULTANT to meet the final agreed upon deadline in Schedule A, when delays are not acceptable or agreed upon according to ARTICLE 16, will result in the total fixed price assignment in Schedule A being reduced by 2% for each period of 1-7 days up to a maximum combined period reduction of 20%. The parties mutually intend that these liquidated damages constitute compensation, and not a penalty. The parties acknowledge and agree that the CITY'S harm caused by CONSULTANT'S breach would be impossible or very difficult to accurately estimate as of the Effective Date of this Agreement, and that the liquidated damages are a reasonable estimate of the anticipated or actual harm that might arise from CONSULTANT'S breach.~~

Rationale: Plante Moran will perform its services in accordance with the terms and conditions of the Contract, including meeting all established deadlines. Plante Moran requests to eliminate the liquidated damages clause given its subjective nature of determining whether a breach occurred under the contract, in an effort to be fair to both parties.

We feel strongly that we can reach mutually agreeable terms, as we have with our many government clients, with our annual engagement letters and professional service agreements. We are eager to win your business and look forward to an opportunity to meet your team and present our qualifications in person.

Sincerely,



Timothy StAndrew, CPA
Engagement Partner
313-496-8542
timothy.standrew@plantemoran.com
www.plantemoran.com

B. Use of subcontractors

We will not be outsourcing or subcontracting any of the services outlined in this proposal.

C. Minimum mandatory qualifications

Firm independence

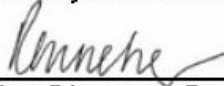
We affirm that we are independent of the City of Greeley as defined by generally accepted auditing standards. We also affirm that we are independent of all of the component units of the City of Greeley as defined by those same standards.

Past relationships with the City

In 2019 and 2020, Plante Moran provided Customer Information System consulting services to the City to help the City assess its needs and go through the procurement of a new system. The work was performed by our IT consulting group and our current contact for this project is the Utility Finance Manager, Erik Dial. We have determined that this work does not constitute a conflict of interest given the project was Customer Information System consulting that did not impact the City’s internal control system or general ledger in any way. Additionally, the project team was not involved in any management decisions that resulted from the project.

License to practice in Colorado

We affirm that Plante Moran is licensed to practice in Colorado and all assigned professional staff are licensed to practice in the state of Colorado.

Colorado Department of Regulatory Agencies Division of Professions and Occupations	
Board of Accountancy Plante & Moran PLLC Public Accounting Firm	
FRM.5000404 Number Active Credential Status	09/01/2020 Issue Date 08/31/2023 Expire Date
Verify this credential at: dpo.colorado.gov	
	
Division Director: Ronne Hines	Credential Holder Signature

Firm overview

We are the 13th largest certified public accounting and management consulting firm in the nation. With **a history spanning nearly 100 years**, our firm provides clients with financial, human capital, operations improvement, strategic planning, technology selection and implementation, and family wealth management services.

Fast facts



1924

Year founded
including 40 years in
Colorado



3,300+

Staff
including 700+ in the
Denver Metro area



24

Offices worldwide
including 4 across
Denver and the Front
Range



25+

Industries served
including government



50

States with clients



100+

Countries with clients



45+

Services available



30

Languages spoken
firmwide

Plante Moran's history and culture, in under five minutes

Our firm's founders had a vision:
"to create a people firm disguised
as an accounting firm."

In other words, our professional
expertise is just one part of who we are.
Our character is what sets us apart and
allows us to build meaningful
relationships with our clients and
colleagues.

As we move into the future — and
continue to use artificial intelligence,
data analytics, and other technologies to
empower our client service model in
new ways — we'll hold steadfast to that
philosophy.



We invite you to watch our short film at
plantemoran.com/get-to-know, which
captures our history, goals, and impact.

Governmental experience that's beyond the expected

When we serve governmental entities, ensuring compliance is just the first step. As the City's partner, we'll translate our expertise into solutions, helping you streamline operations, contain costs, and stay ahead of the curve. Why? It's simple: Investing in our clients means investing in the future of our communities.

What our practice looks like

500+

Governmental clients, including:

- Local government
- Authorities
- Airports
- Pension systems
- Utilities
- Transportation organizations
- Special districts
- State agencies

575+

Single audits performed annually

250+

Staff dedicated to serving governmental clients

25+

Partners dedicated to serving governmental clients

75

Years serving government entities

1,800+

Public sector clients served

750+

Annual Comprehensive Financial Report (ACFR) audits conducted in the past 25 years whereby the ACFRs have received the GFOA's Certificate of Achievement for Excellence in Financial Reporting

\$9B

Federal expenditures audited per year

40

States with public sector clients

How we stand apart from the competition

When it comes to serving municipalities and government entities, the Plante Moran difference can be boiled down to two key factors:

1



Our governmental clients are served by professionals who have made the public sector a focus of their careers.

Because our firm is organized by industry (not by office or region), you'll always be served by specialists who have already served many governmental entities, including cities and counties, municipal operations, water and sewer authorities, transit authorities, state government agencies, and public library systems.

2



Our firm is unmatched in the level of research we conduct on challenges facing governmental leaders.

Our active involvement in government associations — along with our firsthand experience serving a large, diverse client base — is at the heart of our technical expertise. We pass on what we learn to our staff in the form of internal training seminars and to our clients through our webinars, white papers, and toolkits.

Single audit experience

Our team members are undisputed experts in the single audit sector. The City’s engagement will feature trained professional staff with significant single audit experience, as well as our proprietary single audit programs, questionnaires, and tools, which are customized to specific grants. Our audit reports and workpapers are regularly reviewed by federal oversight agencies and are considered best in class. Our approach will increase efficiency and minimize the use of your staff’s time and resources.

Qualifications that lead to quality single audits

An analysis of single audit engagements performed by the AICPA’s Peer Review Program determined that the following factors have a strong correlation to quality performance. Plante Moran excels in all three.

	1. Size of the firm’s single audit practice	 2nd largest single audit provider in the nation 575+ single audits completed annually \$9B in federal expenditures audited per year
	2. Qualifications of the engagement partner	 We staff single audit teams with experienced partners and single audit specialists who are deeply engrained in federal compliance issues.  Our team members not only take single audit CPE courses annually, but also teach many of those courses attended by other CPA firms. Our training materials are used nationally.
	3. AICPA Governmental Audit Quality Center (GAQC) Membership	 We’re a charter member of the GAQC and will share advance notice of issues that impact the single audit. According to the above-mentioned AICPA study, GAQC members had two times greater conformity to professional standards than nonmembers.

The study also found that GAQC members who performed 11 or more single audits annually – **like Plante Moran** – had 100% conformity to professional standards.

We’re proactive rather than reactive when it comes to Uniform Guidance.

Our involvement: Partner **Amanda Ward**, our firm’s industry technical leader, is a member of the GAQC executive committee.

How you benefit: Advance notice of upcoming changes and guidance, quick answers to difficult questions, and help resolving federal compliance issues.

Our involvement: We maintain direct contact with the AICPA and federal agencies, including the OMB, HHS, HUD, U.S. Department of Education, and EPA, and frequently conduct training sessions at conferences sponsored by these agencies.

How you benefit: Efficiency and ready access to knowledgeable staff.

Our involvement: We annually review and comment on changes being made to the Single Audit Compliance Supplement.

How you benefit: Faster response time to Uniform Guidance updates and help identifying changes to procedures and documentation, before the audit starts.

Experience testing the City’s federal programs

We’ve noted the City’s significant federal programs over the past three years. Rest assured, we’re very familiar with these programs and have tested them numerous times with our other clients in recent years.

FEDERAL AGENCY	NUMBER OF TIMES TESTED IN PRIOR FIVE YEARS
Department of Housing and Urban Development	1,417
Department of Treasury (includes COVID-19 funds)	29
Department of Transportation	90

The American Rescue Plan Act (ARPA) is welcome relief that provides funding through several programs to the public sector, including \$130.2 billion to cities and counties. As the City continues to navigate through these new funding streams and wants to talk through questions, we are here to help.

Other relevant experience

Our firm has been providing governmental audits since 1945. Over the past 75 years of audits, we have gained deep expertise related to governmental accounting and financial statement reporting.

Expertise with ACFRs

Plante Moran has conducted more than 750 Annual Comprehensive Financial Report (ACFR) audits in the past 25 years whereby the ACFRs have received the Certificate of Achievement for Excellence in Financial Reporting from the GFOA. The team assigned to your engagement will work with Marie Stiegel, one of the firm’s government technical leaders, to ensure GFOA certificate requirements are met. We are also involved in the GFOA’s national and state-level associations, which gives us a greater understanding of what the GFOA is looking for in its awards program.



Debt auditing

We have extensive experience in auditing debt and debt-related covenants. Our clients have entered into various types of debt arrangements, both variable and fixed rate. Some of our larger clients have a significant amount of debt (billions of dollars) in terms of **general obligation debt, special assessment bonds, revenue bonds, capital leases, installment purchase agreements, and demand bonds with standby purchase agreements.**

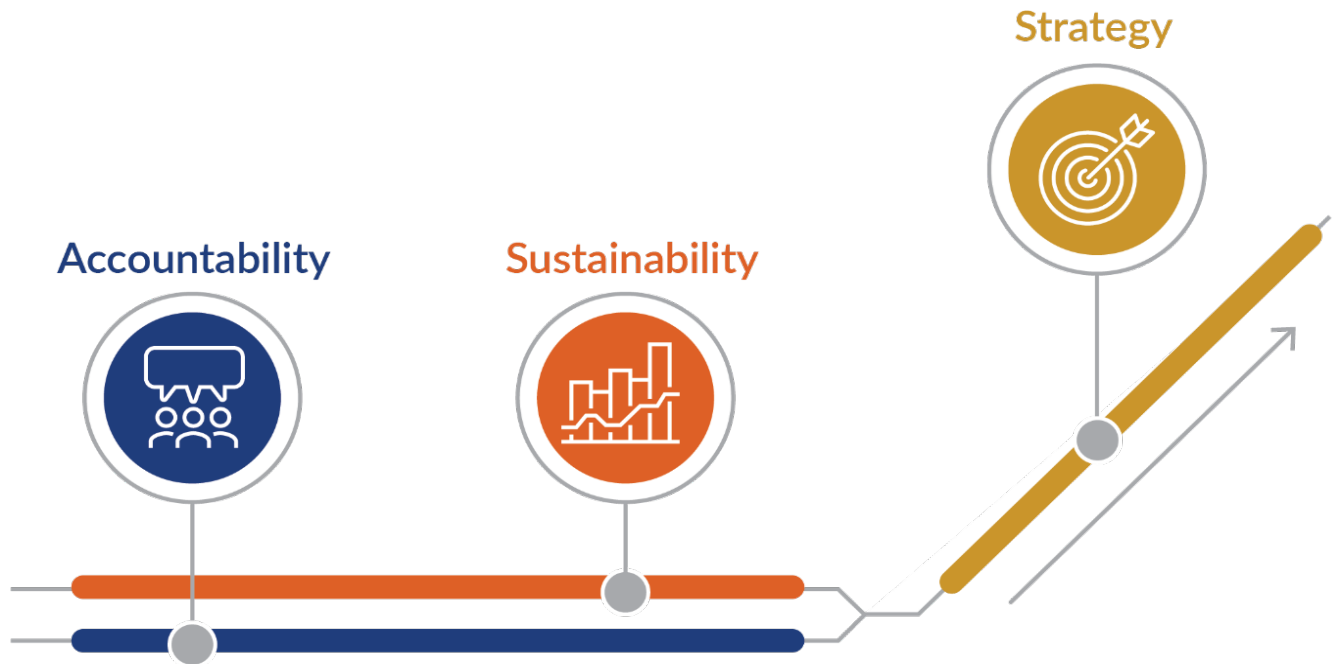


Our staff are trained specifically in auditing debt and reviewing debt documents. We work with several authorities and other governmental entities that require their audited financial statements be included in official statements for new debt issuances and/or refundings. We are typically involved with refundings and defeasances as well as bond consent letters. We perform approximately **15-20 bond consent letter procedures annually**, and we work closely with bond advisors to meet all deadlines. We know how important it is for our municipal clients to maintain a strong bond rating.

Please see appendix pages 69-72 for a representative listing of our government clients, including cities, counties, airports, utilities, and other component units.

Your goals + our solutions

Our relationship with the City will focus on three main themes: accountability, sustainability, and strategy.



A transparent, honest relationship with the public is essential.

We know that quality financial reporting plays a key role in public trust, decision-making, and bond ratings. We provide an independent, objective, and fact-based approach that gives you and your constituents a clear picture of the cost and performance of operations and programs.

Increasing demand and diminishing resources are constant pressures.

That's why we're ready to help you make sure your use of tax dollars and public resources:

- Is in compliance with laws and regulations
- Supports programs that achieve your objectives
- Provides services in an efficient, effective, and ethical manner
- Is setting you up for long-term financial health

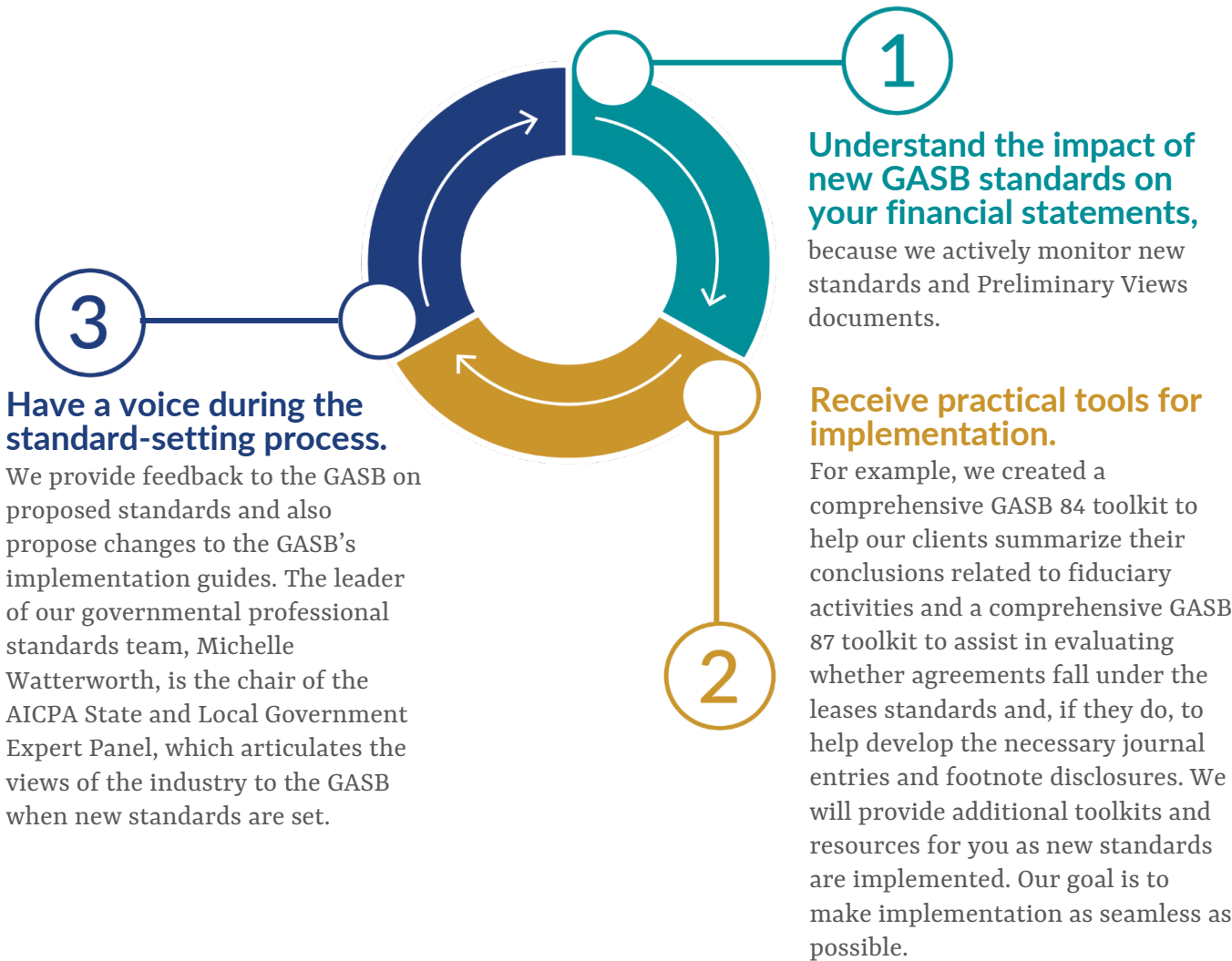
Now is the time to take your success to the next level.

While accountability and sustainability are the foundation of our relationship, a strategic lens is where we can make the most difference for the City. **We want to help you innovate and grow, while reducing costs and leveraging talent** Here are some ways we bring added value:

- IT/cybersecurity analysis
- Financial forecasts
- Multi-year budgeting
- Strengthening internal controls

How the City will benefit from our GASB involvement

We envision our GASB involvement as a cycle that yields ongoing benefits for our staff and our clients. With our team as your partner, the City will:



“ Our public sector clients are more than just prepared for change — they’re at the forefront of it.

My continual goal is to share my specialized expertise and enable colleagues and clients to efficiently address complex technical issues while providing them the implementation guidance and resources they need.”

— Marie Stiegel
Government Technical Leader and Principal

READ MORE



Read about Marie and our standards team in action — providing public testimony on proposed standards at the GASB Public Hearing held on March 23, 2021.

We don't just participate — we lead

The auditors within our governmental practice meet all Government Accountability Office and continuing education requirements. But we've also taken our industry commitment to the next level.

We're heavily involved in government associations so that we can stay ahead of emerging issues and shape the practical application of standards and regulations. We do this not just to maintain our expertise, but to act as an advocate for our clients and keep them informed.



- ◆ Founding member of the Governmental Audit Quality Center (GAQC)
- ◆ Serve on the State and Local Government Expert Panel, which meets annually with the GASB and helps shape their agenda, as well as responding to each exposure document
- ◆ Participate in federal single audit roundtable with invited members from GAO, OMB, and various federal agencies
- ◆ Past Chair of the American Institute of CPAs (AICPA) in 2008, and a partner currently serves on the Council



- ◆ Propose changes to Governmental Accounting Standards Board (GASB) Implementation Guides
- ◆ Actively respond to significant proposals for new governmental accounting rules.



Government Finance Officers Association

- ◆ Involved in national and state-level associations including Colorado (CGFOA), Florida (FGFOA), Georgia (GGFOA), Illinois (IGFOA), Michigan (MGFOA), New York (NYSGFOA), and Ohio (OHGFOA)
- ◆ Facilitate training sessions at the annual conference



- ◆ Provided training at annual conference



- ◆ Active membership, attend NASC and NASACT conferences
- ◆ Facilitated conference training sessions



- ◆ Active membership, attend conferences

Additional industry involvement:

- ◆ Colorado Municipal League (CML)
- ◆ International City/County Management Association (ICMA)
- ◆ Public Technology Institute (PTI)
- ◆ American Public Works Association (APWA)

Our offices serving you

We're structured differently to serve you differently

Your audit will be led by partner Tim St. Andrew, with Bill Brickey and Lisa Meacham as colleague partners, and served by a blended team of four to six government industry experts from our Colorado and Michigan offices. Why? Because unlike most firms, which are organized by siloed office locations or profit centers, Plante Moran's go-to-market model is organized by industry group. That means **you will work with our most qualified experts for the City's specific needs, regardless of their office location or geography — and at no charge for travel expenses.**

This **"one-firm" firm** structure is what enables us to staff your engagement with experts from our government team, which are dedicated to serving counties and their component units as well as cities, townships, transportation authorities, public retirement entities, and other public sector clients across the country. The model is based on the philosophy that serving you, our client, comes first — even before firm profits.

Colorado	Michigan
8181 E. Tufts Ave.	1098 Woodward Ave.
Denver, CO 80237	Detroit, MI 48226
303-740-9400	313-496-7200

Our presence and investment in Northern Colorado

With four offices in Boulder, Denver, and Fort Collins, **Plante Moran is the largest accounting firm in Colorado.** Our professionals are actively involved with the Colorado, Greeley, Fort Collins, Loveland, Boulder, Denver Metro, South Metro Denver, and Aurora chambers of commerce, so we can stay apprised of the issues our Colorado clients face and bring innovative ideas to the table. We serve every industry in the state, including municipal and governmental entities, public utilities, and other public sector clients.



Our staff attend and present at the Colorado Government Finance Officers Association (CGFOA) annual conference and stay up-to-date on other CGFOA activities. We also lead various webinars and trainings for the CGFOA. We'll be presenting at the annual conference in November on the on the following topics:

- **Asset Management Decoded**
- **The Future is Now: Automate Repetitive Tasks with Robotic Process Automation**
- **The American Rescue Plan Act (ARPA)**

 **Voted best accounting firm in Colorado**
by ColoradoBIZ magazine in 2021

740+
staff call Colorado home

68
partners in Colorado

43 years
serving Colorado businesses and individuals

You deserve to work with Plante Moran professionals who are the best fit for the City's specific needs, regardless of location. A relationship with Plante Moran unlocks the entire power of our united firm.

Here's what the City can expect:

- **The right blend of relevant expertise:** We've staffed our team with professionals whose careers are focused on governmental entities most relevant to the City. We've done this by looking at staff across *all* our offices, not just the one that happens to be closest to you.
- **As your needs change or new concerns arise:** You'll have easy access to *all* the subject matter and technical experts across our firm.
- **As the ease of remote work becomes increasingly important:** No matter where our team members are located with respect to the City — whether down the street or across the country — we'll use our technology to collaborate efficiently and effectively. We've successfully served clients for years using these tools; virtual work is nothing new for our team.



Team overview

The City's engagement team will be comprised of three groups: the primary audit team, responsible for the financial statement audit; the single audit team, responsible for the federal program single audit; and a technical team, which will serve as technical resources to the engagement team and the City. **All team members are full-time staff employed by Plante Moran** and specialize in the government sector — they are not “on loan” from any of our industry groups during their slow periods. We do not use part-time or seasonal staff because we conduct work for governmental clients year-round.

Overseeing the entire team will be **Tim St. Andrew as your lead engagement partner and contact person**, and Bill Brickley and Lisa Meacham as colleague partners. They have deep experience leading governmental audit engagements and serving governmental entities of all types.

Audit manager Yaakov Black and audit senior Jennifer LaPorte will lead the primary audit team. Similarly, Audit Senior Manager Manju Patnaik will lead the single audit work. **Each of these teams will also include two to three additional field staff assigned from our dedicated bench of more than 200 governmental auditors.**

Technical Principal, Marie Stiegel, will serve as an additional key resource. Marie is a technical group leader for the governmental industry and will serve as a technical standards expert and advisor to the engagement teams and the City. She will not only be actively involved throughout the audit, but she will also be available on demand as needed throughout the year.

We've also included Brian Pesis, our governmental IT specialist. Brian will assist with our IT general controls testing and brings his direct access to our other in-house Oracle experts.

See pages 16-29 for the team's bios, certifications, licensure, professional associations, qualifications for auditing government clients, and CPE coursework.

Our peer review report

Plante Moran has a peer review performed every third year by an independent CPA firm in accordance with AICPA standards. The peer firm selects a sample of audit engagements from all of the industries served by Plante Moran and ensures that the audits were performed in accordance with professional standards. **The most recent peer review was completed for the fiscal year ended June 30, 2019. The firm received a rating of “pass” with no comments or findings.** Firms can receive a rating of pass, pass with deficiency, or fail. **The most recent quality control review also included a review of several government engagements.**



P&N
Postlethwaite & Netterville

8550 United Plaza Blvd., Ste. 1001 - Baton Rouge, LA 70809
 225-922-4600 Phone - 225-922-4611 Fax - pncca.com
 A Professional Accounting Corporation

Report on the Firm's System of Quality Control

To the Partners of
Plante & Moran, PLLC
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Plante & Moran, PLLC (the firm) applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended June 30, 2019. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act; audits of employee benefit plans, audits performed under FDICIA, an audit of a broker-dealer, and examinations of service organizations (SOC 1 and SOC 2 engagements).

As part of our peer review, we considered reviews by regulatory entities as communicated to the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Plante & Moran, PLLC applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended June 30, 2019, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Plante & Moran, PLLC has received a peer review rating of *pass*.



Baton Rouge, Louisiana
December 27, 2019

Federal and state desk reviews

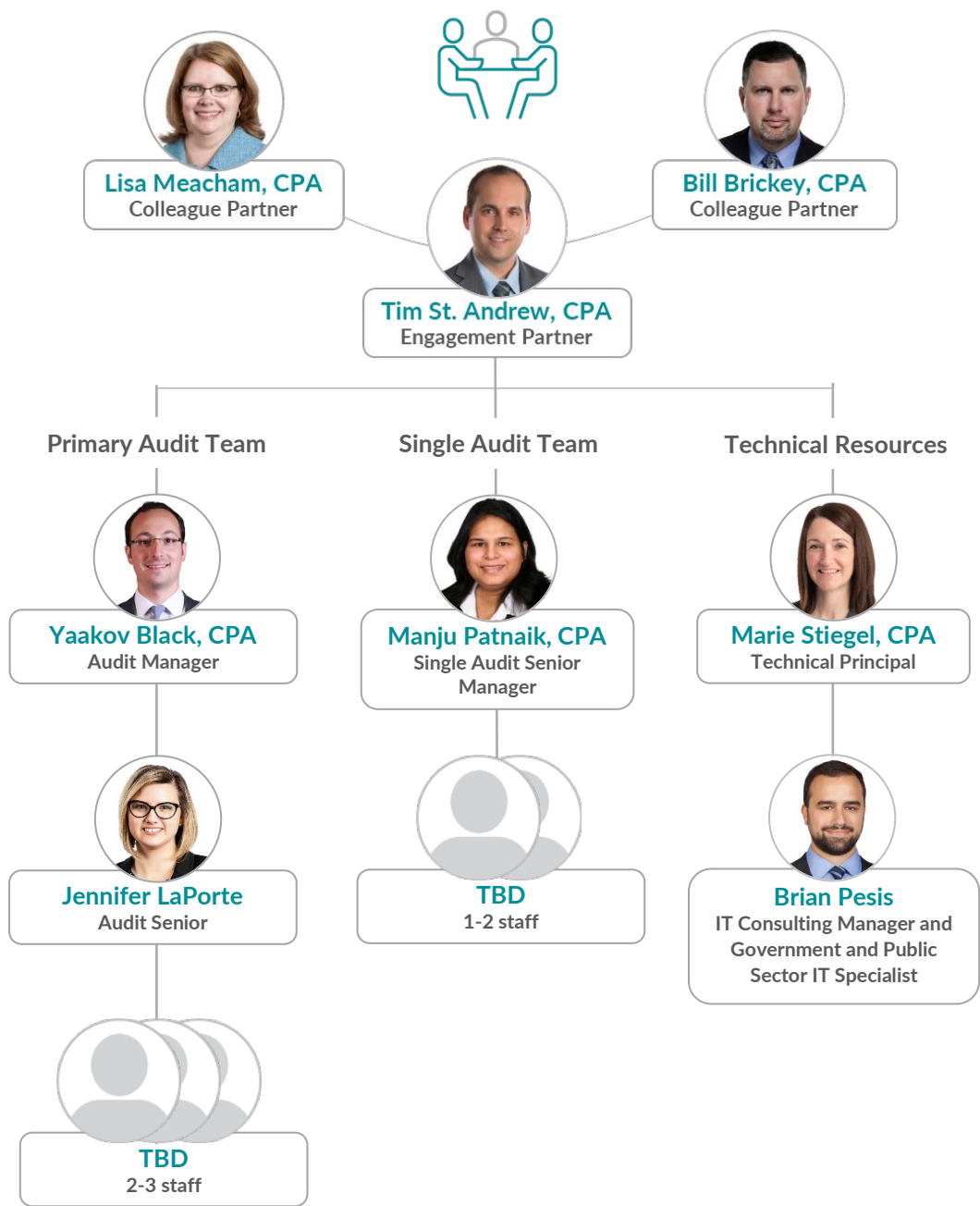
Plante Moran has no history of substandard work.

Many of our clients receive direct federal funding, resulting in program audits or single audits that are required to be desk-reviewed by the federal cognizant/oversight agency. None of these desk reviews have resulted in any findings of substandard or deficient auditing. Further, **we have had multiple field reviews of our engagements by both federal and state inspectors during the past three years, none of which have resulted in any findings of substandard or deficient auditing.**

Disciplinary action

There has never been any disciplinary action taken, nor is any pending, against our firm from either Federal or State regulatory bodies or any State Board of Accountancy. One of the practices that contributes to our strong quality and high client satisfaction is our professional standards process. **Our audit approach includes professional standards involvement from the beginning of your engagement. This ensures no last-minute surprises and gives us time to work together on issues that may arise.**

Your engagement team



Engagement team CPAs are either directly licensed to practice in Colorado or eligible to practice in Colorado under the reciprocal licensing statute that allows for license mobility.

Our greatest asset is our people — not just their knowledge, but also their integrity and commitment to our clients, staff, and communities. Our philosophy for staffing your engagement is simple: find the best people with the most relevant experience and balance the team with varied ways of thinking that complement one another. Each person serves a necessary role on the engagement, as described below.



Tim St. Andrew, CPA
Engagement Partner

ROLE

When the City needs an answer, I am your first call. I’ll be your contact person and will participate in meetings with the Council, management, and staff to explain not only our audit results, but also to answer questions and advise your staff on accounting and industry matters. My primary goal is to make sure we look out for your interests proactively, respond to your questions promptly, meet all deadlines, ensure no surprises, and value your time.

EXPERIENCE

With 16 years of experience, I am a member of the firm’s governmental attestation and consulting practice, primarily serving local governmental units. I coordinate the ongoing audit engagements for several counties and cities. My recent experience also includes several governmental consulting assignments, including preparation of long-range financial plans, fiscal health evaluation, assistance with investment policies and procedures, preparation of utility rate studies, federal program compliance and accounting assistance, design and analysis of internal control systems, evaluating adequacy of employee personnel, assistance in changeover, and training of new staff.

REPRESENTATIVE CLIENTS SERVED

- **City of Longmont, CO**
- **City of Loveland, CO**
- **City of Commerce City, CO**
- **Oakland County, MI**
- **Ingham County, MI**
- **City of Detroit, MI**
- **City of Eastpointe, MI**
- **City of Birmingham, MI**
- **City of Rockwood, MI**
- **City of Detroit Water and Sewer Department, MI**
- **City of Detroit Department of Transportation, MI**
- **Oakland County Public Transportation Authority, MI**
- **Oakland County Art Institute Authority, MI**
- **Oakland County Zoological Authority, MI**
- **Oakland County Business Finance Authority, MI**

TRAINING AND LICENSURE

I obtain over 40 hours of continuing professional education each year to adhere to the necessary qualifications to practice in the state of Colorado and meet the Yellow Book CPE requirements. I am licensed as a CPA in the state of Michigan and can practice in the state of Colorado under the reciprocal licensing statute that allows for license mobility.

PROFESSIONAL AFFILIATIONS

I am a member of the AICPA, CGFOA, CML, MICPA, MGFOA, Oakland County Treasurers’ Association, and Michigan Municipal Executives, and I am an instructor of Plante Moran’s continuing professional education program.

FUN FACT

My favorite vacations with the family are to Sanibel Island, Florida, where we can see dolphins and alligators, collect seashells, ride bikes around the island, and relax on the beach.



Lisa Meacham, CPA
Engagement Colleague Partner

ROLE

I will bring fresh perspective to the City in my role as a colleague partner. While I will be aware of all significant aspects of your engagement, you won’t see me as often as your lead partner. This is intentional, as I can play a more valuable role in sharing expertise and delivering first-class service. We refer to this extra level of partner involvement as our colleague partner approach, and it sets us apart from our competitors.

EXPERIENCE

I advise public sector entities in Colorado, provide relevant industry data and benchmarking information, and help them use financial information to tell their stories to stakeholders. My clients include municipalities, government authorities and special districts, foundations, educational institutions, health and welfare organizations, arts organizations, and professional associations. The variety of clients I get to work with every day is what attracted me to this career — and what sustains me after 21 years. I love developing relationships with people at all levels of an organization.

REPRESENTATIVE CLIENTS SERVED

- **City of Longmont**, CO
- **Grand Junction Regional Airport Authority**, CO
- **National Conference of State Legislatures**, CO
- **Lowry Redevelopment Authority**, CO
- **Todd Creek Village Metropolitan District**, CO
- **Metropolitan State University of Denver**, CO
- **Colorado Health Benefit Exchange dba Connect for Health Colorado**, CO

TRAINING AND LICENSURE

I am licensed as a CPA in Colorado and obtain over 40 hours of continuing professional education each year to adhere to the necessary qualifications to practice in the State of Colorado and meet the Yellow Book CPE requirements. I received my bachelor’s and master’s degrees in accounting from the University of Denver.

PROFESSIONAL AFFILIATIONS

I belong to the AICPA, COCPA, and the CGFOA. I’m often asked to speak to clients, their boards, and at conferences on accounting pronouncements affecting public sector entities, board governance, and risk management.

FUN FACT

I have season tickets to the theater, which I love because it encourages me to see a show I might not have considered. I love and appreciate all the work that goes into the lighting, set, props, and costumes.



Bill Brickey, CPA

Colleague Partner

ROLE

As another colleague partner available to you throughout the year, I'll add value by identifying efficiencies, and mining ideas from an objective viewpoint.

EXPERIENCE

With 23 years of experience serving governmental clients, I work as part of the firm's governmental attestation and consulting practice, primarily serving numerous cities, counties, and other governmental entities. My recent experience beyond job management, training, supervision of staff, and communication with clients includes management of financial statement audits including compliance audits of federally funded programs, GASB implementation assistance, assistance with design and review of internal control systems, financial forecasting, water and sewer rate studies, developing strategic plans for multiyear budgeting, and general business consulting.

In addition to helping my clients with compliance-related matters, I provide practical, proactive advice throughout the year to ensure they stay up to speed and ahead of the curve in this ever-changing environment. My goal is to be a valuable resource and universal advisor, not just an auditor.

REPRESENTATIVE CLIENTS SERVED

- **City of Longmont**, CO
- **City of Loveland**, CO
- **Oakland County**, MI
- **Livingston County**, MI
- **Ingham County**, MI
- **City of Warren**, MI
- **City of Grand Rapids**, MI
- **Genesee County Drain Commission**, MI
- **City of Detroit**, MI
- **City of Charlotte**, MI
- **City of Monroe**, MI
- **City of Wyandotte**, MI
- **City of Trenton**, MI
- **City of Southgate**, MI
- **City of Rockwood**, MI
- **City of Riverview**, MI
- **City of Gibraltar**, MI
- **City of Grosse Pointe Farms**, MI
- **City of Grosse Pointe Woods**, MI

TRAINING AND LICENSURE

I obtain over 40 hours of continuing professional education each year to adhere to the necessary qualifications to practice in the state of Colorado, and I meet the Yellow Book CPE requirements. I am licensed as a CPA in the state of Michigan and can practice in the state of Colorado under the reciprocal licensing statute that allows for license mobility.

PROFESSIONAL AFFILIATIONS

I am a member of the CGFOA and CML. I am also on the board of the MGFOA and a member of the Professional Development Committee. I frequently speak on a variety of governmental accounting topics and am the lead presenter for the MGFOA Back to Basics program — a three-day program covering the fundamentals of government accounting, budgeting, and financial statements (ACFR).

FUN FACT

I have played hockey since I was five years old and continue to play in two leagues. While not as fast as I once was, I enjoy the camaraderie. In the summer, you can find me enjoying the slower pace of golf.

Primary audit



Yaakov Black, CPA

Audit Manager

ROLE

I’ll manage the overall audit engagement, ensuring that our team works collaboratively to deliver quality and efficient service. You will see me regularly in the field as I work with the rest of our audit team and your staff. I want to hear what’s going well (or not) and what issues are on your mind.

EXPERIENCE

I have 7 years of experience providing accounting and assurance services to various clients, including serving as the manager on audit engagements in the governmental industry. This experience includes being a governmental single audit specialist and assisting governmental clients with new accounting pronouncements and technical accounting issues, as well as changing legislative items. My experience also includes job organization and management, training, and supervision of staff, and coordinating various internal and external training programs.

REPRESENTATIVE CLIENTS SERVED

- **City of Longmont**, CO
- **City of Southfield**, MI
- **City of Monroe**, MI
- **City of Lincoln Park**, MI
- **Oakland County**, MI
- **Township of Northville**, MI
- **Township of Waterford**, MI
- **Township of Washington**, MI

TRAINING AND LICENSURE

I obtain over 40 hours of continuing professional education each year to adhere to the necessary qualifications to practice in the state of Colorado, and I meet the Yellow Book CPE requirements. I am licensed as a CPA in the state of Michigan and can practice in the state of Colorado under the reciprocal licensing statute that allows for license mobility.

PROFESSIONAL AFFILIATIONS

I am a member of the AICPA and the MICPA.

FUN FACT

Although I don’t consider myself a musical expert, I am somewhat musically inclined and have taught myself how to play the drums, guitar, and piano.



Jennifer LaPorte

Audit Senior

ROLE

Working with Yaakov, I'll keep field staff on task and efficient. I'll make sure the execution of the audit meets our agreed-upon timeline and the plan we set with you.

EXPERIENCE

I have four years of experience with the firm among several industries including but not limited to governmental and not-for-profit attestation engagements. I graduated from the University of Northern Colorado where I achieved both my bachelor and master's degree in accounting. I started with Plante Moran in September of 2017 where I continue to learn about different industries, enjoy working in teams on audit engagements, and find pleasure in building client relationships.

REPRESENTATIVE CLIENTS SERVED

- **City of Detroit**, MI
- **City of Southgate**, MI
- **Grand Junction Regional Airport Authority**, CO
- **Ann Arbor Public Schools**, MI

I have also served various other cities, townships, special purpose governmental entities, and school districts.

TRAINING AND LICENSURE

I obtain over 40 hours of continuing professional education each year to adhere to meet the Yellow Book CPE requirements.

PROFESSIONAL AFFILIATIONS

I am currently pursuing my CPA and my membership in the AICPA and the COCPA.

FUN FACT

In 2017, I volunteered with the organization International Student Volunteers (ISV) in South Africa. We spent two weeks volunteering in a township called Chintsa expanding a soup kitchen that a local woman built and two weeks exploring the beautiful lands of South Africa, Lesotho, and Swaziland.

Single audit



Manju Patnaik, CPA
Single Audit Technical Specialist

EXPERIENCE

I serve our government clients in accounting, auditing, and management consulting. I am the industry technical specialist for the firm’s single audit industry. In my role, I develop technical training and federal compliance audit programs for firmwide use and help to ensure compliance and conformity with both the audit and compliance standards. Over four years ago, the firm created a six-member Uniform Guidance Implementation Team, of which I am a member. I have been involved with educating our clients on federal compliance-related issues (including Uniform Guidance) by having one-on-one meetings with clients, creating training content, and presenting at Plante Moran-hosted client trainings as well as external training sessions organized by the MICPA, NYSGFOA, and FGFOA.

I also serve local governmental units with a specialty in audits of governmental pension plans and municipalities participating in multi-employer retirement systems. My experience includes pension and OPEB plans, including single-employer, agent, and cost-sharing plans. I am also a member of Plante Moran’s governmental professional standards department. I have assisted numerous clients in the implementation of GASB 67, 68, 72, 74, and 75.

REPRESENTATIVE CLIENTS SERVED WITH PLANTE MORAN

- **Wayne County, MI**
- **Macomb County, MI**
- **City of Detroit, MI**
- **General Retirement System of the City of Detroit, MI**
- **Police and Fire Retirement System of the City of Detroit, MI**
- **City of Pontiac General Employees Retirement Systems, MI**
- **City of Warren Police and Fire Retirement System, MI**

TRAINING AND LICENSURE

I am currently licensed to practice as a certified public accountant in the State of Michigan and can practice in the State of Colorado under the reciprocal licensing statute that allows for license mobility. I obtain at least 40 hours of continuing professional education each year.

PROFESSIONAL AFFILIATIONS

I am a member of the AICPA and MICPA.

FUN FACT

I am a member of a music group and we meet once a month (now via video calls) for karaoke sessions. We’ve been doing this for a couple of years now and I have to say my family automatically reaches for ear plugs as soon as they see me get ready for my practice sessions!

Technical resources



Marie Stiegel, CPA
Audit Principal and Government Technical Standards Specialist

EXPERIENCE

I am an assurance principal with over 14 years of experience specializing in governmental auditing and consulting as well as audits of federal awards. I am the technical group leader for the governmental industry. In this role, I assist our engagement teams with implementation of new accounting standards, perform technical research, and develop thought leadership and training materials.

In my role as governmental industry technical leader, I provide staff and clients with guidance, thought leadership, training, and tools to help them understand and implement new and proposed professional standards. I assist our clients and engagement teams by researching the application of accounting and auditing standards as issues arise. I also lead our team of governmental professional standards reviewers who complete pre-issuance reviews of financial reports.

REPRESENTATIVE CLIENTS SERVED

- **City of Longmont**, CO
- **City of Loveland**, CO
- **City of Commerce City**, CO
- **Wayne County**, MI
- **Oakland County**, MI
- **Kent County**, MI
- **City of Grand Rapids**, MI
- **Michigan Finance Authority**, MI
- **Michigan State Housing Development Authority**, MI
- **Michigan Bureau of State Lottery**, MI

TRAINING AND LICENSURE

I obtain over 40 hours of continuing professional education each year to adhere to the necessary qualifications to practice in the State of Michigan and meet the Yellow Book CPE requirements. I am licensed as a CPA in the State of Michigan and can practice in the State of Colorado under the reciprocal licensing statute that allows for license mobility.

PROFESSIONAL AFFILIATIONS

I am a member of the AICPA, MICPA, and the Michigan Government Finance Officers Association (MGFOA) – Standards Committee Co-Chair

FUN FACT

I am a loyal “coach’s wife.” My husband has been a head football coach at the high school level for 10 years, and I have never missed a game. You can find me on the top row of the bleachers to get the best view.



Brian Pesis
IT Consulting Manager and Government and Public Sector IT Specialist

EXPERIENCE

I have 8 years of experience working with a variety of ERP/software systems for government and public sector clients across the country. I’ve managed and served as the lead consultant on projects to assess, select, and implement enterprise software solutions. During assessment projects, I am responsible for process owner and end user interviews, identifying issues and opportunities for improvement, process mapping, developing business requirements, outlining functional gaps, and performing cost analysis. During the selection process, I help to manage the specification development and prioritization process, RFP document preparation, our proposal analysis deliverables, and contract negotiation process. My experience in enterprise software projects includes financial and human resources systems as well as work management, enterprise asset management, and utility billing solutions.

REPRESENTATIVE CLIENTS SERVED

- **City of Arvada**, CO
- **City of Fort Collins**, CO
- **City of Glenwood Springs**, CO
- **City of Greeley**, CO
- **Adams County**, CO
- **Garfield County**, CO
- **County of Anoka**, MN
- **County of Boone**, MO
- **County of Gwinnett**, GA
- **County of Midland**, MI
- **County of St. Lucie**, FL
- **City of Bend**, OR
- **City of Bismarck**, ND
- **City of Cheyenne**, WY - Board of Public Utilities
- **City of DeLand**, FL
- **City of Independence**, MO
- **City of Kirkwood**, MO
- **City of Longview**, TX
- **City of San Mateo**, CA
- **City of West Palm Beach**, FL
- **Cuyahoga County Public Library**, OH
- **Eastern Municipal Water District**, CA
- **Hillsborough County Aviation Authority**, FL
- **Las Vegas Convention and Visitors Authority**, NV
- **Maricopa Association of Governments**, AZ
- **Santa Margarita Water District**, CA
- **Town of Longboat Key**, FL
- **Valley Metro Transit System**, Phoenix, AZ
- **Village of Park Forest**, IL

TRAINING AND LICENSURE

I have a B.B.A. from the University of Michigan – Stephen M. Ross School of Business. I obtain an average of 40 hours of CPE on an annual basis to stay current with the market and technology trends.

PROFESSIONAL AFFILIATIONS

I am a member of the CGFOA

FUN FACT

I have cousins living on five out of seven continents (no one on South America or Antarctica), but personally I love living in Colorado. I even learned to ski here at the age of three.

Engagement team CPE coursework - past 3 years

Program Name	Completion Date	Government Environment	Professional Proficiency	St. Andrew	Brickey	Meacham	Black	LaPorte	Patnaik	Stiegel
Denver: Partner Orientation - Equity Partner	9/19/2018	0	2.5			X				
Denver: Audit Methodology Training - Day 1	10/4/2018	8.5	0			X				
Denver: Audit Methodology Training - Day 2	10/5/2018	4.5	0			X				
Denver: Fall Partner & Member Meeting 2018	10/18/2018	0	2.5			X				
Partner & Member Meeting - Fall 2018	10/18/2018	0	5.5		X					
Real Estate Audit Bootcamp	10/22/2018	4.5	0				X			
Real Estate and Construction University 2018	10/30/2018	1.5	4.0	X						
Women In Leadership Conference	11/13/2018	0	6.5			X			X	X
Denver: Practice Management and Billing	11/26/2018	0	3.5			X				
Navigating Ethical Dilemmas	11/26/2018	0	2.0				X			
Annual Professional Standards Team Meeting	11/29/2018	5.0	3.0			X				X
Denver: Audit Methodology Recap	12/3/2018	4.5	0			X				
Denver: Partner Training Program Session 1	12/4/2018	0	3.0			X				
Statement of Activities: Not-for-Profit Financial Reporting - updated	12/11/2018	0	1.5			X				
Financial Statement Note Disclosures: Not-for-Profit Financial Reporting - NEW	12/12/2018	0	2.0			X				
Interpreting and Analyzing Financial Statements: Not-for-Profit Financial Reporting	12/12/2018	2.0	0			X				
Statement of Cash Flows: Not-for-Profit Financial Reporting	12/12/2018	1.5	0			X				
Statement of Functional Expenses: Not-for-Profit Financial Reporting	12/12/2018	1.5	0			X				
Ethics - Navigating Ethical Dilemmas in the Workplace	12/17/2018	0	2.0			X				
Time and Project Management CPE Credit	12/20/2018	0	1.5				X			
Single Audit Approach (Rocky Mountain Region Only)	1/8/2019	4.5	0			X				
Partner Training - Session 2 (Rocky Mountain Region Only)	1/9/2019	0	4.0			X				
Audit Methodology Part 2 (Rocky Mountain Region Only)	1/11/2019	8.0	0			X		X		
Engagement Quality Review Onboarding Training (Rocky Mountain Region) 2019	1/15/2019	2.0	0			X				
Presenter Credit: Rocky Mountain Nonprofit Conference 2019	3/7/2019	0	2.0			X				
Rocky Mountain Nonprofit Conference 2019	3/7/2019	0	7.0			X				
EBP - Annual Regional Update (Rocky Mountain Region) - 2019	5/3/2019	0	8.0					X		
Michigan Specific Ethics 2018-19	5/7/2019	0	1.0	X	X		X		X	X
Governmental Annual Industry Training 2019	5/9/2019	3.0	3.0	X	X	X	X	X	X	X
Governmental Annual Industry Training 2019 - Breakout 1	5/9/2019	1.5	0.5	X	X	X	X	X	X	X
Presenter Credit: Governmental Annual Industry Training	5/9/2019	2.0	0	X						
Presenter Credit: Single Audit In-Charge Training 2019	5/14/2019	2.0	0						X	
Tech Tours 2019	5/16/2019	0	1.0							X
Single Audit In-Charge Training 2019	5/21/2019	6.5	0			X			X	
Presenter Credit: Single Audit Specialist	5/22/2019	3.0	0						X	

Program Name	Completion Date	Government Environment	Professional Proficiency	St. Andrew	Brickey	Meacham	Black	LaPorte	Patnaik	Stiegel
Single Audit Specialist Refresher 2019	5/22/2019	5.0	0				X		X	X
Communicating with Confidence and Credibility CPE Credit	5/27/2019	0	2.0				X			
Not for Profit Annual Meeting 2019	5/30/2019	8.0	0			X		X		
Not for Profit Annual Meeting 2019	5/30/2019	8.0	0			X				
Introduction to Performance Management - RMR Partners Only - 2019	5/31/2019	0	2.0			X				
Independence Training 2019 - Assurance Partner & Manager	6/4/2019	0	2.0	X	X				X	X
Partner & Member Meeting - Summer 2019	6/5/2019	0	7.5		X	X				
Networking and Relationship Building CPE Credit	6/13/2019	0	1.0				X			
NSAA Annual Conference	6/14/2019	10.0	7.0							X
Single Audit Bootcamp 2019	6/18/2019	8.0	0						X	
Governmental Client Training	6/20/2019	2.0	2.0						X	
Presenter Credit: Single Audit In Charge Training 2019	6/24/2019	4.0	0						X	
School District Bootcamp 2019	6/24/2019	8.0	0					X		
Single Audit In-Charge Training 2019	6/24/2019	7.5	0						X	
Building Engagement with your Staff CPE Credit	6/25/2019	0	1.0				X			
Delegation CPE Credit	6/25/2019	0	1.0				X			
Emotional Intelligence CPE Credit	6/25/2019	0	2.0				X			
Problem Solving and Critical Thinking CPE Credit	6/26/2019	0	1.5				X			
CORE 2 Training 2019	7/11/2019	27.5	8.0					X		
Behavioral Based Interviewing 2019	7/16/2019	0	6.5			X				
Higher Education Professional Standards Training 2019	7/24/2019	7.0	0			X				
Assurance Partner Manager Workshop 2019	8/6/2019	7.5	0	X	X	X			X	X
Communications and Marketing & Personal Development	8/27/2019	0	18.0	X						
Municipal Bootcamp Training 2019	8/27/2019	4.5	0				X			
Presenter Credit: Municipal Bootcamp Training 2019	8/27/2019	7.5	0				X			
PM Pride Lunch & Learn: Creating Safe Spaces at Work 2019	9/3/2019	0	1.0							X
Accounting & Consultation Issues Training 2019	9/10/2019	0	4.0			X				
Risk Assessment Considerations in an SLG Financial Statement Audit	9/19/2019	2.0	0							X
Investment Fund Intermediate Training 2019	9/23/2019	5.0	0					X		
In Focus: GASB Implementation Guides for Fiduciary Activities and Leases	9/26/2019	0	2.0							X
Partner & Member Meeting - Fall 2019	10/18/2019	0	3.5		X	X				
Tech Tours Fall 2019	10/24/2019	0	1.0				X	X		X
Real Estate and Construction University 2019	11/7/2019	0	4.5	X			X			
Women in Leadership Fall Regional Conference 2019	11/11/2019	0	3.5							X
Mistmakers 2019	11/12/2019	0	5.0				X			
Inventory - The Basics - 2019	11/18/2019	3.5	0					X		
GASB 84: Implementing the New GASB Fiduciary Activities Standard	11/21/2019	3.0	0	X						
Associates Meeting - 2019 (Invitation Only)	12/17/2019	0	2.0						X	

Program Name	Completion Date	Government Environment	Professional Proficiency	St. Andrew	Brickey	Meacham	Black	LaPorte	Patnaik	Stiegel
Peer Review Update Webinar - 2019	12/20/2019	1.0	0		X	X	X			X
GASB Update Webinar	2/5/2020	2.0	0							X
MGFOA 2020 Spring Seminar	3/3/2020	0	6.5		X					
Spring Seminar (multiple sessions)	3/3/2020	1.0	3.5							X
Federal Update for Higher Education	5/6/2020	1.0	0						X	
Tech Tours Spring 2020	5/11/2020	0	1.0			X				X
EBP - Annual Regional Update 2020	5/18/2020	0	3.5					X		
Analyzing State and Local Governments Client Affiliates and Independence Changes (Ethics) 2020	5/19/2020	0	1.0	X	X	X	X		X	X
Governmental/K12 Annual Industry Training 2020	5/21/2020	1.5	2.0	X	X	X	X	X	X	X
Single Audit Specialist Refresher 2020	5/28/2020	4.0	0		X				X	X
Single Audit In-Charge Training 2020	6/3/2020	6.0	0					X	X	
Single Audit Bootcamp 2020	6/4/2020	5.0	0						X	
Preparing for a Remote Audit Webinar	6/16/2020	1.0	0							X
Remote Auditing & GASB	6/16/2020	3.0	0	X						
Single Audit Update 2020	6/29/2020	2.0	0						X	
Single Audit Update 2020	6/29/2020	4.0	0	X	X	X	X	X	X	X
NFP Annual Meeting 2020	7/10/2020	4.0	1.5			X		X		
Assurance Partner Manager Workshop – Session 1 - Accounting Hot Topics (FASB) 2020	7/13/2020	0.5	3.0	X	X	X	X		X	
PD Blitz: Virtual Networking and PD Best Practices Webinar 2020	7/15/2020	0	1.0			X	X		X	X
ICFR Theory and Templates Training 2020	7/16/2020	3.0	0					X		
PPP Loan Forgiveness 2020	7/20/2020	0	2.0	X			X			
CORE 3 Behavioral - Advanced Staff Training 2020	7/21/2020	0	3.0					X		
PD Blitz: How to Conduct Virtual Meetings and Presentations Effectively 2020	7/21/2020	0	1.0			X	X		X	
NFP Annual Update 2020	7/22/2020	0	2.0			X				
Understanding Governmental Financial Statements 2020	7/22/2020	4.0	0					X		
Presenter Credit: Developing the next Generation of Leaders	7/23/2020	0	3.0	X						
NFP Bootcamp 2020	7/24/2020	6.0	0			X				
Assurance Partner Manager Workshop - GASB Accounting Hot Topics 2020	7/27/2020	2.0	0	X	X	X	X		X	X
IT controls (Part I) 2020	7/27/2020	2.0	0					X		
Airport Industry Training and Update 2020	7/28/2020	3.5	0					X		
PD Blitz: How to Generate Qualified Opportunities by Hosting a Virtual Roundtable 2020	7/28/2020	0	1.5			X	X		X	
Governmental Annual Industry Training Part 2 – Partner and Manager Track 2020	7/29/2020	4.0	0.5	X	X	X			X	X
Governmental Annual Industry Training Part 2 - Staff and In-Charge Track 2020	7/29/2020	4.0	0				X	X		
PM Pride Lunch & Learn: Inclusive Workplaces and Hate Crime Reporting 2020	7/29/2020	0	1.0	X			X		X	
Presenter Credits: Governmental Annual Industry Training Part 2 – Partner and Manager Track 2020	7/29/2020	2.0	0						X	
Presenter Credits: Governmental Annual Industry Training Part 2 – Partner and Manager Track 2020	7/29/2020	2.0	0				X			X

Program Name	Completion Date	Government Environment	Professional Proficiency	St. Andrew	Brickey	Meacham	Black	LaPorte	Patnaik	Stiegel
Fraud in Government - Protect the Public's Money	7/30/2020	2.0	0	X						
PD Blitz: How to Convert Leads into Opportunities: Your 10-Point Success Plan 2020	8/4/2020	0	1.0	X		X	X		X	X
Presenter Credits: PMGAP Summer training 2020	8/4/2020	3.0	0						X	
Communications and Marketing - Session 4	8/6/2020	0	4.5	X						
New Assurance Managers Technical Training – Session 1 2020	8/11/2020	3.0	0				X			
PD Blitz: How to Plan a Lead Generation Strategy for Virtual Tradeshows 2020	8/12/2020	0	1.0			X	X		X	X
Conversations on the Black Experience: A Virtual Townhall 2020	8/17/2020	0	1.0	X			X		X	
Assurance Partner Manager Workshop – Session 2 – Auditing in Current Environment 2020	8/18/2020	2.5	0	X	X	X	X		X	X
Municipal Bootcamp Training 2020	8/24/2020	5.0	0				X			
Presenter Credits: Municipal Bootcamp Training 2020	8/24/2020	2.0	0				X			
Service Industry APN Training 2020	8/24/2020	2.0	0							
CORE 3 ASSURANCE – Risk Assessment, Fraud, & APN 2020	8/28/2020	3.0	0					X		
Assurance Partner Manager Workshop - Session 3 - Audit Platform Next - operating differently in your role 2020	9/1/2020	2.0	0	X	X		X		X	X
CORE 3 ASSURANCE – Assessment of Deficiencies, Technical Research, & ITGC 2020	9/16/2020	3.5	0					X		
Advanced Practice Management and Billing Training - Detroit/Flint/Auburn Hills Office 2020	9/18/2020	0	2.0	X	X					
M&D Audit Risk Assessment in APN 2020	9/22/2020	3.5	0					X		
CORE 3 ASSURANCE – Job Management & Engagement Economics 2020	9/23/2020	4.0	0					X		
A Positive Attitude in a Negative World	9/28/2020	0	1.0		X					
Economic Update	9/28/2020	0	1.0		X					
GASB Update	9/28/2020	3.0	0		X					
Insights on the Past, Present and Future 2020 Legislative Session	9/28/2020	1.0	0		X					X
MERS Update	9/28/2020	0	1.0		X					
Assurance Partner Manager Workshop - Session 4 - Independence and the consultation process 2020	10/20/2020	0	2.0	X	X	X	X		X	X
Real Estate and Construction University 2020 – Part 1	10/20/2020	0	4.5	X				X		
Practice Development for New Managers: Handling Business Meetings 2020	10/21/2020	0	2.0				X			
Real Estate and Construction University 2020 – Part 2	10/29/2020	2.5	1.0	X				X		
Allegheny Airport Authority Training	11/20/2020	3.0	0						X	
Year of Understanding: Allyship and Advocacy 2020	11/20/2020	0	2.0						X	
OMB Supplement Addendum and the Latest COVID-19 Single Audit Implications	12/10/2020	2.0	0						X	
Healthcare Provider Relief Funds Single Audit Training 2020	12/16/2020	1.5	0							X
New Assurance Managers Technical Training – Session 4 2020	1/7/2021	3.0	0				X			
Assurance Partner Manager Workshop – Session 5, Maximizing Review Time 2021	1/11/2021	0	1.0	X	X	X			X	X
Not for Profit Revenue Recognition Update 2021	1/12/2021	1.5	0			X	X	X		
Women in Leadership Virtual Regional Conference 2021	1/13/2021	0	2.0			X		X	X	X
Principal Orientation - 2020	1/14/2021	0	5.0			X				

Program Name	Completion Date	Government Environment	Professional Proficiency	St. Andrew	Brickey	Meacham	Black	LaPorte	Patnaik	Stiegel
Program Audit Training 2021	1/21/2021	2.0	0			X			X	
Succession planning for government: Developing and retaining an effective workforce	2/24/2021	0	1.0	X						
Budget - A Critical Finance Function	3/5/2021	1.0	0		X					
Cost Allocation Plan	3/5/2021	1.0	0		X					
Hindsight is 2020	3/5/2021	1.0	0		X					
Insights on the 2021 Legislative Session - Current and Future	3/5/2021	1.0	0		X					X
Preparing for your First Single Audit	3/5/2021	1.0	0		X					
Michigan Specific Ethics 2019-21	4/1/2021	0	1.0	X	X					X
2021 Nonprofit Outlook and Economic Update	4/6/2021	0	3.0			X				
EBP – What you need to know for APN Implementation 2021	4/6/2021	1.5	0					X		
Plante Moran Nonprofit Summit: 2021 Not-for-Profit Legislative Update	4/7/2021	0	1.0			X				
Plante Moran Nonprofit Summit: Accounting Update for Nonprofit Leaders	4/7/2021	0	1.0			X				
Plante Moran Nonprofit Summit: Cybersecurity War: Is Your Nonprofit Protected?	4/8/2021	0	1.0			X				
Plante Moran Nonprofit Summit: Managing Risk for Nonprofits Through Internal Controls	4/8/2021	1.0	0			X				
Navigating Component Units	4/13/2021	2.0	0							X
MGFOA Back to Basic Session I – Virtual	4/20/2021	9.0	0		X					
Michigan Specific Ethics 2019-21 Edition	4/21/2021	0	1.0						X	
Plante Moran Public Sector Webinar Series: Charting GASB's course	5/11/2021	1.0	0				X			
Governmental/K12 Annual Industry Training 2021	5/14/2021	1.0	2.0	X	X	X	X		X	X
Single Audit Bootcamp 2021	5/19/2021	5.0	0						X	
New Partner Orientation 2021	5/20/2021	0	3.0	X						
Year of Understanding: Belonging at Plante Moran 2021	5/21/2021	0	1.5				X			X
Single Audit Senior Training 2021	5/24/2021	5.0	0					X	X	
Tech Tours Spring 2021	5/24/2021	0	1.0				X			X
MGFOA Back to Basic Session II - Virtual	5/25/2021	3.0	0		X					
Single Audit Specialist Training 2021	5/27/2021	3.0	0	X	X	X	X		X	X
Behavioral Based Interviewing	6/8/2021	0	1.5				X			
NFP Annual Update Training 2021 – Day 1 of 3	6/8/2021	1.0	1.0			X	X			
NFP Annual Update Training 2021 – Day 2 of 3	6/9/2021	0.0	0			X				
NFP Annual Update Training 2021 – Day 3 of 3	6/11/2021	1.0	1.0			X	X			
Plante Moran Public Sector Webinar Series: Preparing for your single audit: A roadmap for funding compliance	6/15/2021	0	1.0				X			
Preparing for your single audit: A roadmap for funding compliance	6/15/2021	2.0	0						X	
New Single Audit Specialist Training 2021	6/16/2021	1.0	0			X	X			
Partner & Member Meeting 2021	6/17/2021	0	3.0	X	X	X				
Workday Performance Training – Team Partners/Supervisors/ATLs 2021	6/18/2021	0	1.5		X					
Workday Performance Training - Staff 2021	6/22/2021	0	1.5				X			X

Program Name	Completion Date	Government Environment	Professional Proficiency	St. Andrew	Brickey	Meacham	Black	LaPorte	Patnaik	Stiegel
Year of Understanding: Intersectionality 2021	7/19/2021	0	1.5				X		X	X
Airport Industry Training and Update 2021	7/20/2021	2.0	0					X		
Higher Education/NFP Professional Standards Training 2021	7/20/2021	1.5	0			X				
Navigating the AICPA's revised State and Local Government Client Affiliates Independence Guidance	7/21/2021	1.0	0						X	
Principal Orientation - Internal Accounting /Marketing 2021	7/21/2021	0	3.0							X
Assurance Partner Manager Workshop – Session 1, Quality Management – the responsibilities for Partners and Managers 2021	7/22/2021	2.0	0	X	X	X				
Assurance Partner Manager Workshop – Session 1, Quality Management – the responsibilities for Partners and Managers 2021	7/26/2021	2.0	0				X			X
Governmental Industry Training 2021 - Part 2	7/27/2021	2.5	1.5	X	X	X	X	X		X
New Partner Orientation – Practice Management and Billing Training 2021	8/3/2021	0	3.0	X						
Plante Moran Public Sector Webinar Series -- GASB 87: Your advanced implementation questions answered	8/3/2021	1.0	0						X	
Making the Most of Your Career: Manager Edition 2021	8/5/2021	0	2.5				X			
Assurance Partner Manager Workshop - GASB Hot Topics 2021	8/10/2021	2.0	0	X	X	X	X		X	X
Assurance Partner Manager Workshop – Session 2, Auditing Hot Topics 2021	8/17/2021	3.0	0	X	X	X	X			X
Municipal Bootcamp Training 2021	8/23/2021	3.0	0				X			
IFRS CPE Sessions 2021 #1	8/24/2021	0	4.0	X						
Assurance Partner Manager Workshop – Session 3 Accounting Hot Topics (FASB) 2021	9/15/2021	0	2.0		X	X	X		X	
ITL Bi-Monthly Update – September 2021	9/20/2021	1.5	0.5						X	X
Beyond the Basics of Practice Development 2021	9/28/2021	0	3.5					X		
New Partner Orientation – Employment Law Training 2021	9/29/2021	0	1.5	X						

Audit approach

While we provided our full audit approach and workplan on pages 34–52, our audit methodology is distilled down to this: **we can deliver an efficient and effective audit by balancing risk, value, and cost.** We will provide **frequent and clear communication, early identification of key accounting and auditing risk areas, senior-level involvement, and value-added commentary in our reports to management.**

More than that, we view our audit engagement with you as an opportunity to make a tangible difference in your future. We pride ourselves on a no-surprises approach to auditing.

The three hallmarks of a Plante Moran audit



- Tailored to your unique needs
- Addresses your critical areas of risk and vulnerability
- Goes beyond mandatory procedures
- Includes suggestions for improving accounting procedures and internal controls
- Includes advice to improve your financial statement's effectiveness



- Planning meetings
- Weekly audit status meetings
- Additional ad hoc meetings
- Proactive email notifications
- Phone calls
- In person visits during the off-audit period



- Seamless addition of other service and consulting experts when needed to accomplish your goals and objectives
- Access to experts in cybersecurity, employee benefit plan design, institutional investment consulting, enterprise resource planning, IT consulting, and enterprise risk services

A seamless transition

The task of changing auditors will not be a burden on your internal resources and staff. We have developed a detailed and proven process that ensures a seamless transition through effective communication with the City's management and prior auditor. Our process also emphasizes upfront planning and an understanding of your unique needs. **In our most recent independent client satisfaction survey, 96% of respondents indicated that we are proactive to client needs, and 95% of respondents said we complete work within mutually agreed-upon time frames.**



Proposed segmentation of the engagement

Our goal is to provide a smooth and efficient audit process, from engagement letter through statement delivery and beyond. We co-develop every element of our approach with you, tailoring each phase and process to your specific needs, from deadlines, to testing areas, to fieldwork, to frequency and forms of communication.

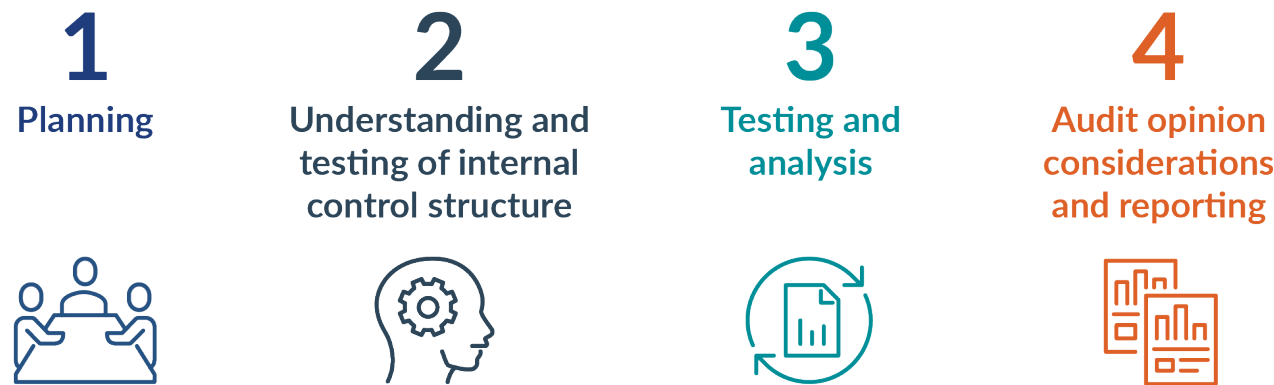
Our expertise with governmental clients tells us that the areas of significant risk include receivables and related revenue sources, outstanding debt issuances, grant revenue and spending, federal and state regulatory compliance, and financial statement presentation, including implementation and adoption of new and upcoming accounting pronouncements.

Our customized audit plans and programs are designed to address these risks and issues as part of our process — that is the key difference between us and other firms.

Benefits the City will receive from our team

- Frequent status updates
- Increased efficiencies due to more senior-level involvement
- No surprises due to year-round professional standards integration
- Tailored client assistance lists
- Advice on potential operational and internal control improvements
- Real-time status of the audit through our Client Collaboration Center

Phases of our audit approach



Level of staff and hours segmentation

Below is how we envision the segmentation of hours spent on completing your engagement, including all hours as listed in the fee schedules.

STAFF LEVEL	HOURS			
	PHASE 1 PLANNING	PHASE 2 INTERNAL CONTROL REVIEW	PHASE 3 FIELDWORK TESTING	PHASE 4 REPORTING AND DELIVERY
Partner	10	15	40	15
Manager	15	20	80	20
In-charge	20	30	150	20
Staff and others	20	40	330	20
Total	65	105	600	75

Manager and partner on-site participation

We prefer to work side by side with our clients and complete the audit in the field, including all levels of review. Our service delivery is designed to include significant partner and manager involvement. Your core team members such as Tim St. Andrew, Bill Brickey, Lisa Meacham, and Yaakov Black will be in the field during the audit and complete their reviews on-site. This brings our most knowledgeable and experienced team members on-site to direct the audit and address and resolve any issues as they arise. If on-site work is not feasible, we can perform our procedures remotely. **Our virtual collaboration tools and detailed project planning enable us to deliver a high caliber of service either on-site or remotely.**

Professional standards integration

Plante Moran is unique because **our professional standards department is involved in the entire engagement, from consultation during planning, to fieldwork testing, to final signoff.** Marie Stiegel is a member of our standards team who specializes in government. She will review your financial statements and issues and will also be available as an additional technical resource. **This continual involvement by our professional standards department helps ensure there are no surprises at year-end.**



“

Our Client Collaboration Center houses a secure interactive audit management tool, readily accessible by both our team and yours. Our audit workplan, client assistance list, and sample requests are added as tasks, which are easily tracked and managed online.

As your audit manager, my job is to execute our specially designed audit workplan and ensure client satisfaction throughout the process. When it comes to the planning phase, we focus on learning as much as possible about your needs and expectations. That is how we hit the ground running.”

—Yaakov Black, Audit Manager

Specific audit phases

Phase 1 – Planning (the City involvement and internal team planning)



During our first year as your auditor, we’ll make an investment in getting to know you and your systems by budgeting (but not charging you) for increased partner and manager time. We anticipate spending approximately 50% more time on the first-year audit compared to subsequent years, but we will not charge you for this additional first-year time; we view this as an opportunity for us to make an upfront investment in our relationship.

Next comes our internal kick-off meeting. Our engagement team reviews the prior financial statement and familiarizes themselves with the key account balances and transaction cycles. We also read through prior AU 260 or AU 265 communications (end of audit letters) and discuss whether the City has any significant unique services. Once we gain a basic understanding of the City’s finances, a team of two to three staff (including the audit partner) visit the offices of the predecessor auditor to review audit workpapers and ask questions of the prior auditor as required by auditing standards.

The planning process entails the following:

AUDIT PROCEDURE	DETAILED STEPS
Client planning meeting	After some initial internal planning to rollover files and revisit issues from the previous audit, we hold a planning meeting with the City’s staff to: • Determine time frames for beginning and completing the audit. • Establish communication protocols based on your preferences (e.g., weekly status meetings). • Identify primary audit contacts and any potential time conflicts they may have (vacations, heavy workload times, etc.). • Obtain a list of related parties (council, management, and other key staff). • Request preliminary trial balance downloads so that we may code any new funds or accounts for our audit software. • Cover expectations of “prepared by client” workpapers. • Discuss any changes from the prior year in terms of operations, funds, accounting methods, software, etc. • Discuss if and how the City addressed prior-year management letter comments or internal control deficiencies. • Discuss any new laws or regulations, new compliance requirements, and/or new GASBs that need to be implemented. • Communicate expectations for the audit process. • Discuss the use of Plante Moran’s Client Collaboration Site and how this can help streamline document exchange between the City and the audit team.

AUDIT PROCEDURE	DETAILED STEPS
Summarize pertinent documents	As part of the audit, we are required to identify any significant contracts and agreements that impact the audit in terms of either accounting or footnote disclosures. For instance, we will ask for all union contracts so that we can summarize all pertinent sections relating to the audit, such as the provisions for overtime, sick pay, vacation leave, etc. We will also review the following: • Debt documents such as bond official statements • Construction agreements for ongoing projects • Intergovernmental agreements for shared services, etc.
Excerpt Council minutes	Our team will review Council meeting minutes from several months prior to the start of the year continuing through to the current date to further identify any actions taken that could impact the audit.
Consideration of component units and joint ventures	We will readdress the standing of component units and joint ventures. We use an internally designed decision matrix to document decisions to include or exclude potential component units and joint ventures.
Fraud risk considerations	We will perform the following procedures: • Communicate to those charged with governance that we are planning for the upcoming audit. This step allows the Council to communicate with us if they have concerns about fraud risks or internal control deficiencies. This also gives the Council an opportunity to discuss concerns with us that could have a material impact on the financial statements. We always have at least one meeting with a member of the governing body and follow up with a letter to all members. • Ask certain fraud-related questions of members of the management team.
Legal invoice review	We obtain a download of the invoices paid to all legal counsel and review them to gain an understanding of the types of cases or issues that are being handled. We then conclude as to which attorneys we should send confirmations.
Baseline analytical review	The audit team will perform baseline analytical procedures using the following: • Information gained from the above steps (significant events during the year, changes in reporting, etc.) • The preliminary trial balance download obtained at or before the client planning meeting • The annual budget and prior-year amounts We have developed a template that identifies “unusual” account balances based on specific criteria and expected relationships between accounts. For any accounts that are identified, we will follow up with management and determine if the situation results in a “significant audit risk.” In these cases, we flag the related transaction cycle and design a specific audit step (if none already exists) to test the item at the appropriate level.

AUDIT PROCEDURE	DETAILED STEPS
Establish materiality thresholds	As a result of the above procedures and based on the reliability of the initial download, we will set planning materiality thresholds. Planning materiality is set at the financial statement opinion level. After materiality is computed, we determine values for “large item thresholds” and “individually significant items.”
Identification of outside service organizations	Based on discussions related to your accounting cycles, we will conclude whether the City is relying on any outside service organizations for processing of transactions that have a material impact on the financial statements. One example would be if the City is using a payroll processing company. If so, we attempt to obtain SSAE 16 reports performed by outside auditors that pertain to the period under audit or a significant portion of the period supplemented by a gap letter.
Use of a specialist	Based on discussions related to your accounting cycles and the involvement of any specialized calculations, we decide whether the audit team will be required to rely on work performed by specialists. Some examples would include actuarial calculations, landfill closure, or post-closure costs, etc. If these situations exist, we perform procedures to document the credentials of the specialist.
Schedule your IT assessment	An information technology audit consultant knowledgeable of Oracle will perform a review of the IT control environment and test certain operations in more detail in the following areas: General controls: • Authentication controls – network and financial applications, user access (terminations, changes, and reviews) • Segregation of duties • Administrative access • Environmental controls • Firewall log reviews • Information security program • Data interfaces • Backup procedures Application controls: • Specific accounting applications • Process for authorization and approval of transactions • Ability to make changes to the software • Access controls The person performing this assessment is a specialist in governmental systems and internal IT controls. These assessments will allow us to determine the extent to which we can use technology-based tools and specialized audit software in the performance of our work.

- Approach to be taken to gain and document an understanding of the City of Greeley's internal control structure (requirement #6 on RFP p. 11).



Phase 2 – Understanding and testing of internal control structure

Significant risk items and the related testing responses are important components of our audit approach. In assessing which risks are significant, we consider the following:

FOUR TYPES OF RISK



Client risk

This is a significant risk or complexity particular to a specific client, such as unusual revenue arrangements, unstable political or economic environments, change in accounting systems (including IT environment, material weaknesses, and significant deficiencies in internal control), use of alternative investments (especially those not addressed by management), lack of personnel with appropriate accounting and financial reporting skills, and turnover of key financial staff.



Industry risk

These risks have been identified by our industry group leader and technical specialists and can change based on trends in governmental accounting. Revenue shortfalls and resulting constrained budgets, segregation of duties, concerns as staffing levels are decreased, new GASB implementation, new grant requirements, existence of restricted revenues, etc., could impact how we design our audit tests.



Inherent risk

Certain balances or account cycles are riskier by their very nature. Balances and transactions that are difficult to understand, involve large dollar amounts, or are subject to estimation may be inherently riskier. For example, cash is inherently riskier than fixed assets, since cash is more susceptible to misappropriation. In addition, accounts receivable balances that are subject to collectability concerns are riskier than prepaid account balances.



Engagement risk

Engagement risk increases with the size and complexity of the client. We consider significant transactions (in terms of size and/or volume) during the year, including items such as revenue, receivables, and payroll-related items.

As we brainstorm and analyze the above risk areas, we will identify any potential misstatements that could occur within each cycle.

Fraud risk assessment

We focus our brainstorming discussions on identifying the following:

- External or internal pressures or points of stress affecting financial position
- Pressures or points of stress that could affect incentives or motivations in falsely reporting financial information
- Ways that financial information may be manipulated
- Level of integrity of management; including a culture that enables management to rationalize fraudulent behavior
- Situations that call for increased professional skepticism
- Ability to override controls
- Related-party transactions that may not be arm's-length

We identify the responses to the fraud risk questions posed to those charged with governance to determine if our typical audit procedures are sufficient to address these concerns or whether we need to design additional procedures.

We also incorporate one or more unpredictable audit procedures that correlate directly to an identified fraud risk. Our audit team considers what should be done to make sure there is some element of surprise by testing some balance or control that otherwise might not be tested each year.

Specific testing approach

We've developed tailored audit programs to test significant transaction cycles. Using all of the information gathered thus far, we identify significant line items on the balance sheet and income statement (based on materiality and additional risks noted above), and we look to the transactional cycles that produce those balances. We will review each cycle and categorize each cycle according to the size, relevance of transactions flowing through the cycle, inherent risk, industry risk, fraud risk, and client risk. As a result, we categorize each key cycle as either a "Major Cycle" or a "Material but not Major Cycle."

As noted above, during the planning phase, we use baseline analytical procedures to help assess the risk associated with each audit segment through ratio and fluctuation analysis. This is done by comparing three years of trend history to current-year results. In certain low-risk areas (cycles that are not deemed "Major" or "Material"), we may conclude to rely on these "Baseline Analytics" for our substantive work. For these immaterial balances, we will develop further expectations for the current-year balance from other audit sections and through conversations with management, and then compare the actual results to this expectation. Any resulting difference that is not within an allowable range will be tested through substantive tests of transactions.

FOR THE CITY, PRELIMINARILY, WE WOULD EXPECT THE FOLLOWING CYCLES TO BE DEEMED EITHER MAJOR OR MATERIAL:

- | | |
|--|--|
| • Cash and treasury functions | • Accounts payable and nonpayroll expenditures |
| • Investments and investment earnings and losses | • Employee compensation |
| • Receivables, deferred inflows, and unearned revenue | • Accrued liabilities |
| • Revenues (property tax, sales and use tax, grants, charges for services) | • Debt obligations, leases, and guarantees |
| • Capital assets | • Interfund transactions |
| • Prepaid assets, deposits, and other assets | • Fund balance/net position |
| | • Pension and OPEB |

For each Major or Material cycle, we consider the internal control procedures that are in place in assessing the accounting and control procedures as being either “reliable,” “limited reliability,” or “unreliable.”

We are able to assess the accounting and control procedures only after we obtain an understanding of the procedures (through the use of very detailed accounting procedures questionnaires and control procedures questionnaires, as well as flowcharts, executive summaries, and other narratives). These questionnaires include documentation of procedures both within the normal computerized accounting system, as well as manual systems by which the transactions are initiated, authorized, recorded, processed, corrected as necessary, transferred to the general ledger, and ultimately reported in the financial statements.

In other words, we review your key processes from “the cradle to the grave.”

Walkthroughs

Once we have reviewed the accounting procedures questionnaire and control procedures questionnaires prepared by your staff, we will include tests of transactions for all significant transaction cycles. We refer to this testing as COIN (Confirmation, Observation, and Inspection). COIN procedures allow us to conclude whether the system is really operating as management has designed. Any exceptions to controls are noted and evaluated for impact on the audit. We will also point these discrepancies out to the City’s management. These procedures allow us to assess the accounting system and determine if we can place appropriate reliance on internal controls in order to streamline year-end testing procedures. These tests will have sample sizes large enough to allow us to understand the key controls and accounting procedures.

We further assess control risk by performing a procedures and control evaluation (PACE) for each Major and Material cycle. We analyze whether there are controls in place to both prevent and detect errors that could potentially occur. The PACE will bring to light situations where the internal control structure may not be properly designed or may not have specific best-practice controls in place.

If the City is missing a key control, we will flag that area as a significant risk item and design additional tests to address this risk. Our goal is to plan and conduct examinations that are focused on areas with a risk of material misstatement, taking into account the systems, policies, and procedures that will mitigate that risk. The accounting procedures and internal controls assessment described above will be conducted by senior audit specialists. These assessments will supply additional support to our assessments of risk, prove the integrity of the information provided by these systems, and help determine the design of our tests of year-end balances.

Tests of controls

Based on the results of the above internal control assessments, we may be able to rely on further tests of controls to test transaction cycles or account balances that do not always lend themselves to year-end substantive balance testing. Some of these cycles include payroll and payroll-related expenditures and certain revenue cycles. In this case, we will design and perform tests of controls on an expanded-sample basis. We will follow the AICPA Audit Sampling Guide to arrive at the proper number of transactions to test for control reliance.

- Approach to be taken in drawing audit samples for purposes of tests of compliance (as requested in RFP p. 11, #8).

Plante Moran is a recognized leader in the federal and state compliance auditing arena. We are the **second largest single audit provider in the nation**. Our staff are trained in and have significant experience performing federal audits in accordance with OMB *Uniform Grant Guidelines*. This expertise means the City will have ready access to knowledgeable staff that can provide quick answers and perform procedures whenever needed. Plante Moran maintains many contacts at the federal government to assist our clients in resolving issues as they arise. We have been active in both the establishment of standards and training related to compliance auditing. Our audit approach and methodology focus on testing organizational compliance with OMB Uniform Grant Guidelines, ensuring that all objectives required in a Federal Program Audit, along with those required by any individual granting agency, are examined, and assessed, based on risk.

Auditing standards also require that an audit include consideration of laws and regulations, both direct and indirect, as those laws might impact the financial statements. Noncompliance with certain laws and regulations may have a material effect on the financial statements. We will obtain an understanding of the legal and regulatory framework applicable to the City and an understanding of how the City is complying with that framework. Certain audit procedures designed to identify instances of noncompliance with laws and regulations that may have a material impact on the financial statements, such as inspection of documents, review of records, inquiry of management, and those charged with governance, will be performed.

To the extent required, audit samples for the purpose of testing compliance will be drawn using our internally developed compliance sampling tools. Similar to our statistical sampling approach, these tools have been developed based on guidance set forth by the AICPA.



Phase 3 – Testing and analysis

Using the results of phases 1 and 2, we will revisit the concept of “what could go wrong” in terms of identifying potential financial statement misstatements. For each transaction cycle (not just Major or Material Account cycles), we assess inherent risk and accounting risk to determine our planned “rest-of-audit” procedures. We make a determination at this point on whether we will design our audit testing of each cycle around control testing or a test of transactions. If we do not use control testing, we assess control risk at maximum which then requires us to perform more robust “rest-of-audit” procedures, which typically consist of substantive test of account balances. For each procedure we perform, we assign a level of assurance, and we perform a combination of procedures on each account or cycle such that we achieve the desired overall assurance level. The result is to verify that the amounts in the financial statements are fairly stated in accordance with generally accepted auditing standards (GAAS).

- Sample sizes and the extent to which statistical sampling is to be used in the engagement (as requested on RFP p. 11, #3.).

Sampling and substantive tests of transactions

In situations where we substantively test balance sheet and revenue and expense accounts, we do so by evaluating the accounting process through a sample of individual transactions. Sample sizes will be determined based on our firm’s internally developed statistical models which follow the guidance set forth by the AICPA. These models provide for different levels of assurance to be obtained based on multiple input factors such as population size, multiple strata, period of greatest risk, strength of the internal control environment, and size of individual transactions. Sample selection methodology will for the most part be based on a judgmental selection of items which are of particular interest.

- Type and extent of analytical procedures to be used in the engagement (as requested on RFP p. 11, #5.)

The audit team will perform baseline analytical procedures on all account balances using the following:

- Information gained from our planning procedures (significant events during the year, changes in reporting, etc.)
- The preliminary trial balance download obtained at or before the client planning meeting
- The annual budget and prior-year amounts

We have developed a template that identifies “unusual” account balances based on specific criteria and expected relationships between accounts. For any accounts that are identified, we will follow up with management and determine if the situation results in a “significant audit risk.” In these cases, we flag the related transaction cycle and design a specific audit step (if none already exists) to test the item at the appropriate level.

Based on our existing limited knowledge of the City, we believe the following areas are the key testing areas based on 2020 activity in the governmentwide and fund-based statements:

AUDIT PROCEDURE	DETAILED STEPS
Cash and treasury functions	• Key focus on existence • Written confirmations of key accounts from banking institutions • Reconciliation to trial balance — testing of key reconciling items including verifying deposits in transit are clearing soon after year end and testing of outstanding checks for validity • Recommendation related to stale checks • Testing of interbank transfers and wire transfer policy • Review for “held checks” • Computation of GASB 40 footnote disclosures related to insurance coverage • Review of restricted cash balances including validity of restriction and appropriate use of restricted cash
Investments and investment earnings and losses	• Confirmation with investment custodian • Obtain SSAE 16 audit report for service organization (custodian/trustee) • Fair market value testing or price testing • Alternative procedures for those investments without a readily determinable fair market value, including impairment • Review of reconciliations • Testing of allowability of investments with state statute and the City’s investment policy • GASB 40 footnote disclosures — interest rate risk, credit risk, foreign currency risk, concentration of credit risk
Receivables, deferred inflows, and unearned revenue	• Reconciliation to subledger • Review of subledger for unusual items • Subsequent receipt testing for larger receivables • Testing of process for calculating reserve for uncollectible amounts (including historical review, lookback on prior estimates for reliability) • Confirmation of certain receivables • Review of grant expenditures and proper offsetting receivable for reimbursement-based grants • Review for proper revenue recognition under GASB

AUDIT PROCEDURE	DETAILED STEPS
General revenues (property tax, sales and use tax, misc.)	- Potential for control testing related to property taxes, including IT application controls over billing and processing - Substantive procedures for sales tax would include: - Analytical procedures using historical data, population, sales data, and other factors - Lookback on prior year methodology as compared to actual receipts - Substantive procedures for property tax would include: - Review supporting schedules of real and public utility tax base - Analytical review of allowance including review of historical trends - Comparison of tax assessment data to revenue recorded taking into consideration verified tax base, millage rates in effect, expected TIF captures, taxpayer refunds, etc. - Analytical procedures based on property tax trends - Review of "measurable and available" criteria for revenue recognition in proper period for fund-based statements
Charges for services (local and state)	- Review of billing and collection systems and performance of tests of transactions using sampling - Analytical procedures using audited inputs and predictive tests. Recompute expected revenues based off of billing units, approved rates, and other types of adjustments, etc. - Perform analytical review - Re-perform calculation of unbilled revenue - Review analysis of reserve for uncollectible amounts - Potential for tests of controls
Grants	- Confirmation with granting agency - Coordination with single audit, if applicable - Vouching of receipts of grant dollars - Testing of corresponding disbursements for compliance and reporting - Review of significant grants for revenue recognition, taking into consideration if grant is a reimbursement grant
Capital assets	- Obtain rollforward of balances and accumulated depreciation - Review Council minutes for additions/deletions - Vouch significant additions - Trace proceeds for significant disposals for proper gain/loss treatment - Review significant assets for potential impairment issues - Ensure proper cutoff of expenditures - Review ongoing construction contracts to ensure that retainages are included in construction-in-progress - Review for applicability of capitalization of interest rules for debt-financed construction - Analytically review depreciation expense and recalculate depreciation for a sample of items - Review of repair and maintenance accounts for capitalizable items

AUDIT PROCEDURE	DETAILED STEPS
Prepaid assets, deposits and other assets	• Review the City's schedule of deposits and vouch material items • Review the City's schedule of prepaid expenditures and vouch material items ensuring proper amortization of expenditure to correct period • Understand the nature of any other significant assets, including reviewing minutes for any intangible assets that may not have been recorded as an asset
Accounts payable, accrued liabilities, and nonpayroll expenditures	• Obtain detailed accounts payable subledger • Search for unrecorded liabilities, test for completeness by testing subsequent disbursements, documenting whether items are properly included or excluded from accounts payable • Test items on the accounts payable listing for propriety • Review open purchase orders • Vouch individually significant expenditures not tested elsewhere • Reperform clients computation of accrued payroll taking into account number of days in the pay cycle, payment date, clearing of checks in the payroll account subsequent to year end • Analytical procedures including comparing expenditures to prior year, budget, and expected balances
Employee compensation and expense	• Analytical procedures for payroll expense based on inputs such as number of FTEs, pay increases, etc. • Fringe benefit analysis using predictive tests based on known factors such as increases in healthcare and changes in number of employees • Obtain detail of employee compensated absence balances and test against caps in contracts. Perform sample testing of accumulation process for balances and cross-reference to payroll testing and use of paid days off
Debt obligations, leases, and guarantees	• Obtain the City's rollforward including new debt issued, payment made, and ending balances • Agree significant ending balances to amortization schedules • Vouch significant payments of both principal and interest • Confirm significant debt with paying agent or financial institution • Review debt for allowability under state statutes • Review for applicability of covenants and the City's compliance • Agree current portion and long-term portion to amortization schedules • Review for proper presentation in the financial statement footnotes in terms of general obligation debt, revenue bonds, and financial guarantees • Review for Council approval of any new debt issuances • Review for proper treatment of any bond refundings or defeasances • Review for proper recording of premiums, discounts, bond issuance costs • Recompute accrued interest payable based on next payment date, interest rate • Analytical review of interest expense

AUDIT PROCEDURE	DETAILED STEPS
Interfund transactions	- Review balances outstanding between funds for allowability – ensure that restricted funds are not being borrowed by other funds - Review classification – any long-term borrowings should be reflected as advances with proper interest charged - Review for borrowing fund’s ability to repay within one year; if not, report in lending fund as nonspendable - Review transfers between funds for propriety and proper classification as transfer, residual equity transfer, reimbursement, charge for service
Fund balance/net position	- Test carryforward balances – ensure no transactions were posted directly to fund balance accounts - Verify appropriate classification based on restricted asset balances and other known restrictions, such as the emergency reserve under TABOR - Recalculate computation of net investment in capital assets - Review for GASB 54 presentation - Ensure that footnotes properly explain restricted, committed, assigned balances
Pension and OPEB	- Review footnote disclosures for adequacy - Ensure pension and OPEB expenses are reflected properly by reviewing calculation and allocation base - Recalculate pension and OPEB expense taking rates and applying to payroll balances

Journal entry testing

In addition to the above procedures, we also perform procedures related to journal entries. We review to ensure:

- No journal entries were made outside of the normal accounting system.
- Journal entries are initiated and approved by authorized staff.
- Journal entries have appropriate support.

We identify “suspect” journal entries and follow up on them. Suspect entries could include entries made to seldom-used accounts, entries posted on the weekend, missing entries, etc.

- Approach to be taken in determining laws and regulations that will be subject to audit test work (as requested on RFP p. 11, #7).

Testing of laws and regulations

During the planning phase, we will discuss laws and regulations that the City is subject to with management. As a new client, we will also be reading your charter and excerpting key ordinances. Our excerpting of pertinent documents, such as debt agreements and other contracts during the planning phase, could also identify legal provisions to which the City is subject. We will schedule a discussion with your legal counsel to discuss any special laws that may apply.

We will design audit procedures to provide reasonable assurance that the financial statements are free of material misstatement resulting from any violations of laws or regulations that have a direct and material impact on the financial statements.



Phase 4 – Audit opinion considerations and reporting

At this point in the audit, we perform the following steps to complete the audit:



Revisit our audit plan

to ensure we have performed the appropriate amount of testing on each balance or transaction cycle in order to allow us to opine on the financial statements



Review the level of assurance obtained for each cycle



Revisit materiality

to ensure that no adjustments are required as a result of significant adjusting journal entries



Ensure all attorney confirmations have been obtained



Request a representations letter

from the City's management



Craft a management letter

from our listing of issues identified



Complete a thorough financial statement disclosure checklist



Review the "passed journal entry" listing

to ensure cumulative potential adjustments are not material to the financial statement opinion units



Ensure that all audit team review notes are cleared

and all open items are resolved



Perform a review of subsequent events

to ensure proper reporting of any transactions impacting the statement, including footnote disclosure



Perform final analytical procedures

to ensure we understand the relationship between the final numbers in the financial statements and are comfortable that we have addressed any unusual items

Extensive review process

A rigorous review is performed on all workpapers and financial statements by members of the audit team (senior, manager, and partner) and an additional review is performed by members of Plante Moran's professional standards team who specialize in the governmental industry. Marie Stiegel is a member of the professional standards team and will perform the quality control review to ensure the proper support is provided. This includes review stage analytical procedures. **This process has helped many of our clients receive the Certificate of Achievement for Excellence in Financial Reporting from the GFOA.**

Professional technical specialists are responsible for reviewing the audit team's conclusions in key areas as well as reviewing any adjustments proposed to the client's accounting records, adjustments not made due to immateriality, and identification and communication of material weaknesses or significant deficiencies. In addition, audit teams prepare detailed "significant items" documents that set forth the background, relevant accounting guidance, and ultimate conclusion related to any unusual or complex accounting matters of the audit.

Our audit teams are also required to schedule professional standards consultations before the start of any audit if certain conditions exist, such as the implementation of complex new GASB statements, existence of alternative investments, identification of prior-period adjustments, etc.

All workpaper and financial statement reviews will be performed in the field, including the manager and partner reviews.

At the end of fieldwork, we will communicate results with management in a draft format. Our intention is that all wording and presentation issues will be resolved before this meeting.

We will formally communicate our findings to management, including:

- Auditor's responsibility under generally accepted auditing standards (GAAS) and *Government Auditing Standards*
- Significant accounting policies
- Management's judgment and estimates
- Audit adjustments, if any
- Control deficiencies, significant deficiencies in controls, and material weaknesses in controls, if any

Feedback for us

We measure and monitor our progress in meeting your needs and expectations in two ways. First, ongoing, consistent communication between you and the engagement team is designed to constantly validate our strong service delivery. Your engagement and colleague partners will have constant involvement and contact throughout all phases of the audit. Second, our firm provides our clients with the opportunity to discuss the quality of service with our managing partner and through our annual client satisfaction survey. We encourage and seek candid feedback directly and through our independent and confidential forums. We will also meet with the audit committee to review the results of the audit and the financial statements.

In addition:

- We do not cut corners on our audit process, but re-evaluate our plan each year, which requires multiple internal meetings to brainstorm and reassess risks.
- Our workpapers contain “executive memos” for all audit areas we deem to be of highest significance. These memos fully outline how you operate and what the standards are for proper accounting.
- Our robust governmental professional standards department, along with our governmental colleagues, are resources we use regularly to ensure the guidance we provide is of highest quality. As an example, we use consultation workflows for more complicated issues that are reviewed by the head of our governmental standards department as an example of our goal to “get it right.”

Anticipated significant audit issues

Over the next two years, we are aware of several new accounting pronouncements that will become effective for the City. We anticipate that preparation for and implementation of these new accounting standards could result in significant risk items during the year of implementation. We will work with the City well in advance to establish a plan for information gathering and financial reporting, and then communicate the plan to all impact parties. We’ll help ensure the implementation successfully captures GAAP requirements, and that the City’s timeline for completion of each audit will not be compromised by the implementation of any of these new pronouncements.

All new GASB implementations will be performed by one proven, cohesive team. Working together, our team can support the City’s plans for continued growth and value creation for today and for your long-term future.



“

We will serve the City with personal attention and responsiveness — and we don’t take that promise lightly. If you have questions or issues that arise, you can count on *all* members of our engagement team to respond to the City within 24-hours.

We’ll prioritize your audit, complete fieldwork on-site and in the specified time period, and remain flexible throughout the entire process. Our goal is to provide outstanding client service that exceeds your expectations.”

– Tim St. Andrew, Partner

Single audit: OMB Uniform Guidance testing approach

Plante Moran is a recognized leader in the federal and state single audit arena. Our staff are trained in and have significant experience performing federal audits in accordance with OMB Uniform Guidance. This expertise means the City will have ready access to knowledgeable staff who can provide quick answers and perform procedures whenever needed. Plante Moran maintains many contacts at the federal level to assist our clients in resolving issues as they arise. We have been active in both the establishment of standards and training related to single audits.

Our audit methodology focuses on testing organizational compliance with OMB Uniform Guidance, ensuring all objectives required in a federal program audit, along with those required by any individual granting agency, are examined and assessed based on risk.

Our general audit approach is outlined below:

Planning



Develop audit objectives

Develop audit objectives for each compliance requirement of the City based on types of program funding received using a combination of the grant agreement, the Code of Federal Regulations, and published compliance supplements and matrices.



Understand the organization and program details

Understand the City's programs, systems, and processes through use of a client questionnaire completed by the City staff.



Assess risk

Perform risk assessment based on our experience with the programs, prior-year findings, and our understanding of the controls over the process, and through discussions with the City's management.



Assess compliance control environment

Review of environmental factors to identify overall effectiveness as it relates to federal programs.



Identification of major programs

Major programs are identified in accordance with the federal rules to determine the number of major programs to test to meet single audit requirements. We've noted the City's significant federal programs as of December 31, 2019. Rest assured, we're very familiar with these programs and have tested them numerous times with our other clients over the past five years. Even though the CARES Act was signed into law just over a year ago, we've audited the Coronavirus Relief Fund, 21.019, as major on 29+ clients and counting.

FEDERAL AGENCY	NUMBER OF TIMES TESTED IN PRIOR FIVE YEARS
Department of Housing and Urban Development	1,417
Department of Treasury (includes COVID-19 funds)	29
Department of Transportation	90

The American Rescue Plan Act (ARPA) is welcome relief that provides funding through several programs to the public sector, including \$130.2 billion to cities and counties. As the City continues to navigate through these new funding streams and wants to talk through questions, we are here to help.



Assess inherent risk

Assess the risk that errors could occur at the program level. Several factors are looked at in determining inherent risk, including, but not limited to, findings from other agency audits, the City's experience with the grant, prior findings, and guidance from the granting agency.



Determine the nature, timing, and extent of audit procedures to be performed

Based on all planning procedures performed, audit procedures are designed and audit programs are prepared. We will coordinate timing of audit procedures with the City's staff. Our testing is designed to gather sufficient appropriate audit evidence whether the City has complied with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on each major program.

Our Plante Moran team of single audit specialists has developed a comprehensive library of proprietary audit programs to test major programs. Due to our specialized team and their knowledge of OMB Uniform Guidance, our questionnaires, programs, and approach are continually being updated as new federal funding sources are identified. Our team analyzes the grant agreements, compliance supplements and matrices, and applicable sections of CFR to complete the audit programs.

Sample sizes

Sample size selection is a critical component of the testing of federal programs. Plante Moran tests both internal control over compliance as well as compliance requirements that have a direct and material effect on each major program. We use the AICPA Audit Guide, *Government Auditing Standards*, and OMB Uniform Guidance to design an audit approach that includes audit sampling to achieve both objectives.

The identification of individually important items is not required by OMB Uniform Guidance; however, there may be benefits to such testing if they exist in a particular population. When planning compliance testing for each major program, we will use our qualified judgment to determine which items, if any, represent individually important items that may be separated from the remaining population and tested individually.

Detailed testing

Since each grant requires customization based on specific grant agreements and additional requirements specified by the applicable U.S. agencies, our detailed testing plan will be finalized to include all related key controls and key compliance areas.

Schedule of Expenditures of Federal Awards testing

Encompassed as part of the City's single audit is the necessity to audit the Schedule of Expenditures of Federal Awards. OMB Uniform Guidance requires auditees to prepare the Schedule of Expenditures of Federal Awards (SEFA), that includes certain required elements, including total federal expenditures for each individual federal program for the period covered by its financial statements. A key part of this audit will be focused on procedures to test the SEFA to ensure that it is presented fairly, in all material respects, in relation to the financial statements as a whole. Since major program determination hinges on the proper SEFA preparation, it is imperative that the accuracy and completeness of the information in the schedule be scrutinized. In order to opine that the SEFA is fairly presented, we will perform the following procedures:

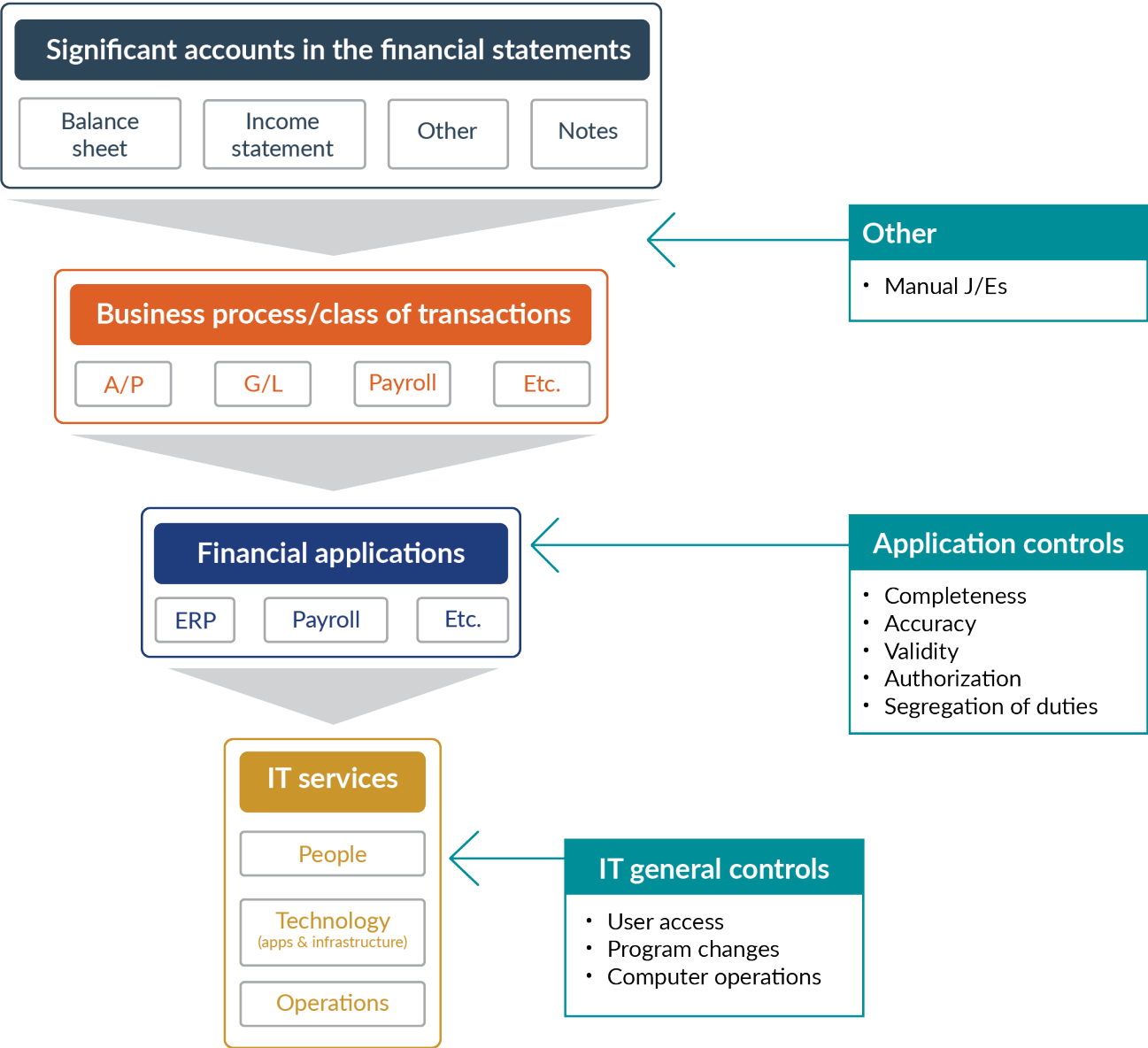
- Inquire of management about the criteria used to prepare the SEFA, including any significant assumptions or interpretations underlying the measurement or presentation of the SEFA.
- Determine whether the form and content of the SEFA complies with Uniform Guidance.
- Obtain an understanding concerning the methods used to prepare the SEFA, including changes from prior periods and the reasons for such changes.
- Compare and reconcile the SEFA to the underlying accounting and other records used in preparing the ACFR or to the ACFR itself.

Evaluate the appropriateness and completeness of the information contained in the SEFA, considering the audit evidence obtained from the procedures performed and other knowledge obtained during the audit of the financial statements and major programs.

Testing your systems

Our firm’s IT experts have provided significant audit assistance, risk mitigation, and information technology insights to our governmental clients. We have numerous clients with “Tier 1” ERP systems, including Oracle, PeopleSoft, SAP, and Kronos.

The chart below describes the relationship between IT, financial applications, business processes and transactions, and significant financial statement accounts. Our IT testing includes IT general controls testing and application controls testing.



- Extent of use of software (as requested on RFP p. 11, #4).

Use of technology

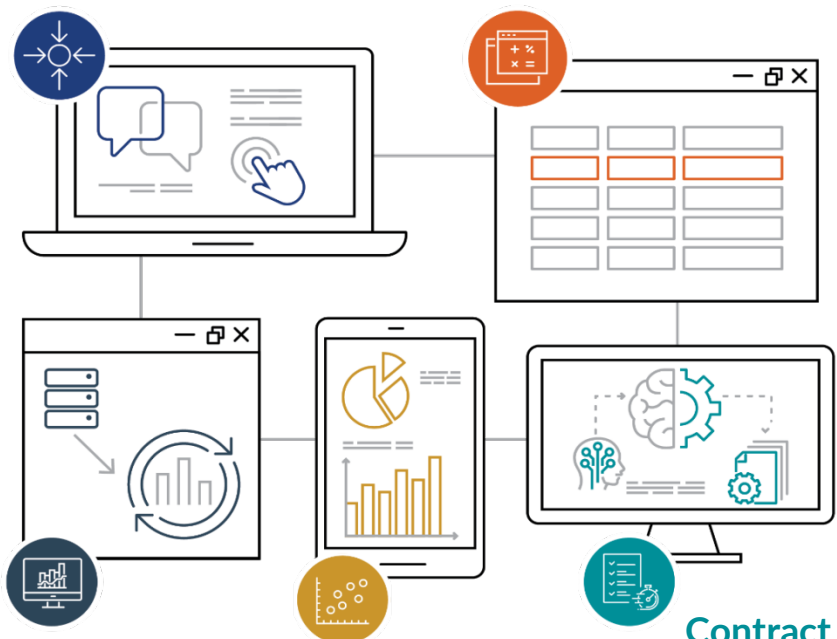
When it comes to serving you, we are future-focused. **We’re actively researching how artificial intelligence (AI), data analytics, blockchain, and other emerging technologies will impact our engagements, and how they can be used to increase efficiency and provide deeper insights for our clients.** In fact, we’ve even been recognized by InformationWeek, CIO Magazine, and Microsoft for our ability to design and deploy cutting-edge technology to empower our staff and serve our clients.

We use secure and intuitive tools — customized by client industry — to guard your data as if it were our own, identify risks, and empower our partners and staff to think more strategically about your organization and how we can support you. And, in keeping with our culture, we always put people first: we carefully consider the needs of our clients and staff before we integrate new technology into our service model. We never impose a solution that isn’t a good fit for our clients’ specific needs. Once the tools are in place, we seek out feedback for continuous process improvement.

Here are a few of the investments we’re making to deliver value:

Client Collaboration Center

Our secure collaboration portal gives us — and our clients — 24/7 access to easily share files and track the status of our engagements from anywhere in the world.



CaseWare audit software

We use paperless software that organizes data in an efficient manner, all in real-time.

Interactive Data Exchange Analysis (IDEA)

Our audit software allows us to identify and select samples for audit testing.

Plante Moran Analytics Center of Excellence

We help our clients organize and analyze their data, generating insights to encourage informed and strategic decision making.

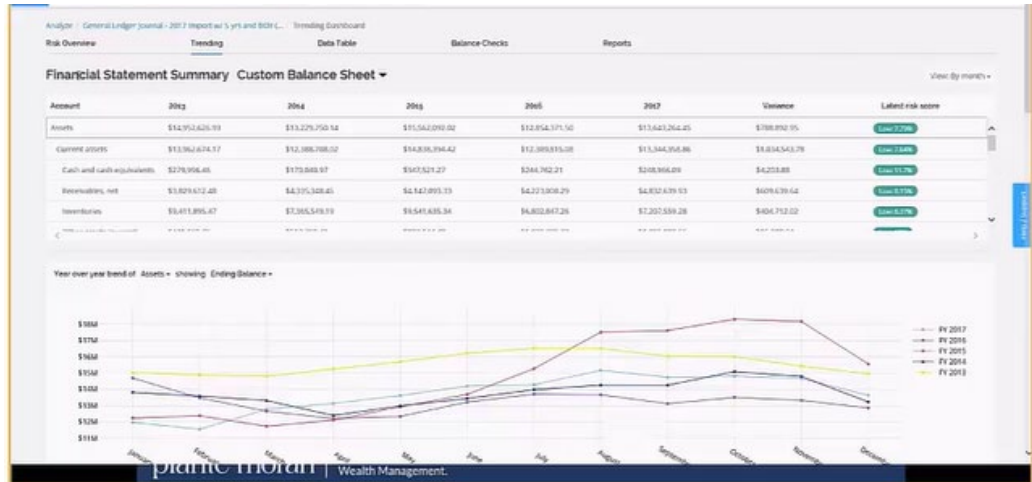
Contract review with artificial intelligence, Kira

We’re using AI to identify relevant information, convert files, and improve efficiencies in our service delivery model.



Audit of the future – AI-enhanced auditing

- MindBridge AI Auditor – powered by machine learning and AI, this tool identifies risks in seconds and performs 100% data analysis for stronger insights. We are redefining reasonable assurance. Increased speed and efficiency will add even more value to our audit process.



CaseWare and Interactive Data Exchange Analysis (IDEA)

- Plante Moran utilizes CaseWare paperless software, which allows us to access supporting documentation using the drill-down functionality of this software and organize data in an efficient manner.
- We will use computer audit technology such as IDEA software whenever possible to enhance our procedures. IDEA extracts or imports information from your information system, which allows us to identify and select samples for clerical audit testing, identify and report exceptions and unusual items, perform mechanical tests such as footing and recalculating of fields and values, conduct journal entry testing, and perform trend, variance, or other statistical analysis.



Contract review with artificial intelligence, Kira

- Kira enhances visibility into contracts, making it easy to get a quick picture of contract terms. It does this by machine learning about a particular type of contract (lease agreement, debt agreement, software agreement, etc.) and then applies AI to each agreement to pull out the key information.



Plante Moran Analytics Center of Excellence

- We understand that organizations have access to more data than ever before, but it has become increasingly challenging to generate action. The complexity of drawing actionable insight from larger, disparate data sources often stands in the way of making better, data-driven decisions.
- With advanced analytics capabilities and business intelligence experience, **Plante Moran's Analytics Center of Excellence** works closely with industry experts in our government IT consulting practice to help public sector organizations address the unique challenges they face when gaining value from their data.

Audit timeline

Plante Moran has deep resources and a commitment to performing the services outlined in this proposal. Our firm includes many professionals who are dedicated to serving the governmental and public sector – we are well acquainted with the challenges that governments face, and we understand the unique aspects of governments from a reporting and regulatory compliance standpoint. **The timeline below is designed to meet your deadlines as outlined in the RFP** and can be adjusted based on your needs. Please refer to the previous section for specific tasks and how the project milestones will be achieved for each phase of the timeline.

Phase 1 – Planning	October - November
Co-develop expectations, identify risks and critical issues, gather data, assess IT controls and data extraction capabilities, coordinate work with your staff, set goals and milestones.	
Phase 2 – Understanding and testing of internal control structure	December - January
Perform preliminary analytical procedures, testing of accounting system and internal controls, interim testing of selected transaction cycles, design and tailor audit work programs, preliminary accounting adjustments discussed, provide a status report to management.	
Phase 3 – Testing and analysis	April - May
Financial statement balance and single audit testing completed, workpaper reviews conducted in the field, final adjustments completed if any, review financial statement drafts and other audit deliverables.	
Phase 4 – Audit opinion considerations and reporting	May - June
Communicate results with management verbally and in draft format, deliver audit opinion and management letters, if applicable, assess performance against expectations via client satisfaction survey, deliver audit results to City Council.	

D. Company Information

1. Provide the following information as listed: Company Name, Address, Phone Number, and Names of Principals.

Plante & Moran, PLLC d/b/a Plante Moran

1098 Woodward Ave.
Detroit, MI 48226
313-496-7200

Firm Principals

Plante Moran is a private limited liability corporation with 352 active partners. Firm Managing Partner Jim Proppe leads our firm with the collaboration of nine group managing partners who are responsible for leading specific areas of the firm, as shown below. Our government practice leader is Stacey Reeves.

James Proppe

Firm Managing Partner
248-223-3204
james.proppe@plantemoran.com

Stacey Reeves

Partner, Government Practice Leader
248-223-3382
stacey.reeves@plantemoran.com

Frank Audia

Group Managing Partner - Tax

Bryan Welsh

Group Managing Partner - Assurance

Laura Claeys

Group Managing Partner – Michigan and Colorado Offices

Jason Drake

Group Managing Partner – Chicagoland, Ohio, and International Offices

Chris McCoy

Group Managing Partner – Firm Administration

John Lesser

Group Managing Partner – Wealth Management

Beth Bialy

Group Managing Partner – Nonprofit and Public Sector Industries

Dennis Graham

Group Managing Partner – Management Consulting

Brad Virkus

Group Managing Partner – Commercial Industries

2. Identify the year in which your company was established and began providing consulting services.

Plante Moran was founded on January 20, 1924.

3. Describe any pending plans to sell or merge your company.

We have no pending plans to sell or merge Plante Moran.

4. Provide a comprehensive listing of all the services you provide.

Service capabilities

We have developed a comprehensive menu of services for our governmental clients. Our experienced, independent consultants can complement the expertise and skills of your in-house team.



Financial

- Financial statement audit
- Public pension system audit
- Single audit
- Accounting & financial services
- Long-range planning
- Institutional investment advisory



Enterprise risk

- Enterprise risk management assessments
- Internal audit
- Internal control reviews
- Application controls
- Forensic, investigative services, & litigation support



Operations & process

- Needs assessment
- Process redesign
- Operations review
- Rightsizing/cost containment
- Shared services/collaboration



Technology strategy

- IT assessment
- Strategic planning
- Acquisition management
- Contract negotiations
- Project management
- Sourcing
- Cloud strategy



Infrastructure

- Network assessment
- Design & acquisition
- Implementation management
- Video surveillance/door access control
- Enterprise wired/wireless design & selection
- Independent verification & validation



Cybersecurity

- HIPAA/HITECH compliance
- Disaster planning
- SAS70/SSAE16/SOC assessment
- IT audit
- IT risk assessment
- PCI DSS assessment
- Network security assessment



ERP

- Assessment & gap analysis
- Requirements definition
- Solution selection
- Contract negotiations
- Implementation management
- Independent verification & validation



Facilities*

- Facility analysis & rationalization
- Project & financial feasibility
- Owner's representation – design management & construction oversight
- Lease, buy, build, monetize, & sale/leaseback
- Bond strategy, planning, & campaign



Human capital

- Employee benefit strategies
- Personnel assessment
- Early retirement incentive plan, design, & consulting

*These services are provided by Plante Moran affiliates: Plante Moran Financial Advisors, Plante Moran Insurance Agency, Plante Moran Trust, P&M Corporate Finance, Plante Moran Cresa, Plante Moran Living Forward™, Plante Moran Real Estate Investment Advisors.

5. Provide whether the firm offers any training or classes that City staff could find beneficial.

Training resources and support

Our training programs emphasize our value-added approach to providing financial statement audits and consulting services. In addition to the training requirements of our profession, our staff undergo extensive training specific to our governmental clients, with a focus on:

- Government financial and accounting updates and relevant tax issues
- Specific audit training (including audits of federal programs performed under Uniform Guidance)
- Continuous process improvement and total quality management
- Information system issues and other operational matters

Representative governmental training courses for our staff and clients

CPE PROGRAM NAME	CPE CREDIT HOURS	DESCRIPTION
Annual governmental update training	8 hours	Offered to all staff, managers, and partners. This course discusses the new upcoming GASB statements and other issues facing our governmental clients.
Government Grants Reform Overview	2 hours	For partners and managers. This session provides a high-level overview of changes to the Super Circular and how they impact single audits and engagement teams.
Single audit reviewer training	4 hours	For partners and managers. This session provides a more in-depth look at current changes to the single audit environment and helps attendees understand appropriate approaches to auditing the federal dollars being received.
Single Audit Bootcamp	4 hours	Required for all staff with three or fewer years of experience and offered to all other staff. This session provides an overview of how to conduct a single audit from start to finish, which includes major program selection and compliance testing.
Preparing for Your Single Audit	1 hour	Offered to staff and clients. Learn when a single audit is needed for the first time due to increased funding and how to prepare for a successful single audit.
GASB 84 Webinars	2 hours	Offered to staff and clients. The first webinar introduces the new fiduciary activities standard, summarizes the new criteria for identifying fiduciary activities, and explains the new accounting and reporting requirements. The follow-up webinar discusses key learnings from GASB Implementation Guide 2019-2, the application of the new criteria for identifying potential fiduciary activities, the potential significant changes to financial statements, and final steps to prepare for implementation.
Charting GASB's course	1 hour	Offered to staff and clients. This webinar offers insight on GASB's latest projects and their impacts on financial reporting, provides an understanding of future GASB standards, and identifies timelines and strategies to prepare for the implementation of the standards.
GASB 87 Webinar	1 hour	Offered to staff and clients. This webinar explores the complexities of the new standard, including what qualifies as a lease and the new reporting requirements, and also discusses key steps required for successful implementation.

Deeper insights, delivered year-round

We'll provide frequent updates **throughout the year** to help you analyze how recent changes in regulations, legislation, economic conditions, and trends could impact the City. We deliver this thought leadership via CPE-approved webinars and publications at **no additional cost**. Our Government Perspectives quarterly e-newsletter provides clients with updates on finance, technology, and operational issues and includes ideas for maximizing limited resources. A few examples of our thought leadership include:

GASB 87: Your advanced implementation questions answered

[WATCH NOW](#) 

The next four years: How successful organizations will manage risk

[WATCH NOW](#) 

White paper: Are you prepared for the next disruption? An enterprise risk management guidebook

[READ MORE](#) 

Visit our [ARPA and COVID-19 government resource center](#) on our website to read more insights from our experts.

American Rescue Plan Act: What you need to know

The ARPA provides \$350 billion in relief funding for states and local governments. [Learn what actions your community can take to today](#) to make the most of this funding opportunity.

American Rescue Plan & CSLFRF: Calculating revenue loss for governments

Our team [explains the revenue loss calculation and shares key considerations](#) based on the May 2021 interim final ruling.

American Rescue Plan & CSLFRF: Compliance and reporting part 1

The first reporting deadline is approaching fast. [Here's what you need to know.](#)

Our Public Sector Webinar Series explains the impact of COVID-19 funds on your single audit, breaks down what you need to know about regulatory updates, and more.

[VISIT HERE](#) 

Webinars and articles to benefit you:

- [GASB 87: Leases a Closer Look](#)
- [Revised Uniform Guidance: Key highlights and questions to ask](#)
- [Optimization or transformation: Public Sector ERP in a remote environment](#)
- [Need to stretch your budget? Try robotic process automation](#)
- [Software replacement plans canceled? Optimize your existing enterprise system](#)

Understand the key changes included in the 2021 Office of Management and Budget (OMB) Compliance Supplement.

[WATCH NOW](#) 

Explore how to build financial sustainability in the wake of budgetary and operational challenges post-COVID-19.

[WATCH NOW](#) 

Evaluation criterion #1 – technical qualifications

Similar clients

Please feel free to contact the individuals below to learn more about how we serve and treat our clients. We especially encourage you to contact your peers at City of Longmont and City of Loveland to hear about their recent transition to Plante Moran and how we provide a higher level of customer service than our competitors.

CITY OF LONGMONT, CO	
Contact information	DeeAnn Hanson, Accounting Manager 350 Kimbark St. Longmont, CO 80501 303-651-8670 deeann.hanson@longmontcolorado.gov Ask DeeAnn about her overall experience working with Plante Moran compared to other firms.
Client size	Population: 94,000
Total hours	1,000
Date/timeframe	Client since 2019
Engagement key staff	Tim St. Andrew, Bill Brickey, Lisa Meacham, Josh Yde, Marie Stiegel
Scope of work and complexity	The City of Longmont provides a full range of governmental services and operates a variety of enterprise systems including water, sewer, storm drainage, electric, and broadband. Our deliverables include our opinion on the City's ACFR and a single audit. Federal programs tested include CDBG Entitlement Grants Cluster, CDBG Disaster Recovery Grants, and Coronavirus Relief Funds. The City understands the need for timely and accurate financial reporting, and we have always met the agreed-upon deadlines.
Expertise and value outside the audit	In addition to providing audit services, we brought value to the City in the following ways: GASB 68 and GASB 75 consulting, grant program compliance consulting, assisting with GASB implementation (including educating City staff and providing internally developed toolkits), and general consulting on complex or unusual transactions throughout the year.

CITY OF LOVELAND, CO	
Contact information	Joyce Robinson, Acting Chief Financial Officer 500 E. Third St., Suite 230 Loveland, CO 80537 970-962-2313 joyce.robinson@cityofloveland.org Ask Joyce about the smooth transition to Plante Moran in 2020 and the fresh perspectives provided during the audit.
Client size	Population: 77,000
Total hours	1,000
Date/timeframe	Client since 2020
Engagement key staff	Tim St. Andrew, Bill Brickey, Josh Yde, Marie Stiegel
Scope of work and complexity	The City of Loveland provides a full range of governmental services and operates a variety of enterprise systems including water, sewer, storm drainage, electric, and broadband. Our deliverables include our opinion on the City's ACFR and a single

	audit. Federal programs tested include CDBG Entitlement Grants Cluster, Federal Transit Cluster, and Coronavirus Relief Funds.
Expertise and value outside the audit	In addition to providing audit services, we brought value to the City in the following ways: grant program compliance consulting, assisting with certain GASB reporting requirements (including educating City staff and providing internally developed toolkits), and general consulting on complex or unusual transactions throughout the year.
Contact information	CITY OF WARREN, MI Kris Battle, Budget Director One City Square, Suite 425 Warren, MI 48093 586-574-4593 kbattle@cityofwarren.org Ask Kris about her overall experience of working with Plante Moran on the City's last nine audits.
Client size	Population: 131,000
Total hours	800
Date/timeframe	Client since 2012
Engagement key staff	Bill Brickey
Scope of work and complexity	Our deliverables include our opinion on the City's ACFR and single audit. Federal programs tested includes Coronavirus Relief Funds.
Expertise and value outside the audit	In addition to providing audit services, we brought value to the City in the following ways: Downtown Development Authority real estate consulting, grant program compliance consulting, and assisting with numerous GASB implementations.
Contact information	CITY OF BIRMINGHAM, MI Mark Gerber, Finance Director/Treasurer 151 Martin St. Birmingham, MI 48012 248-530-1814 mgerber@bhamgov.org Ask Mark about Plante Moran's ability to provide a quality audit and meet established deadlines for ACFR reporting.
Client size	Population: 22,000
Total hours	360
Date/timeframe	Client since 1993
Engagement key staff	Tim St. Andrew
Scope of work and complexity	Our deliverables include our opinion on the City's ACFR and single audit. Federal programs tested includes Coronavirus Relief Funds.
Expertise and value outside the audit	In addition to providing audit services, we brought value to the City in the following ways: Ice Arena capital and operations assessment, grant program compliance consulting, assisting with numerous GASB implementations, and general consulting throughout the years on a variety of topics.

NORTHERN COLORADO WATER CONSERVANCY DISTRICT

Contact information	Brad Wind, General Manager 220 Water Ave. Berthoud, CO 80513 970-622-2320 bwind@northernwater.org Ask Brad about the smooth transition to a new audit firm and the value-added recommendations that we provide beyond the audit.
Client size	Serves more than 1 million residents
Total hours	500
Date/timeframe	Client since 2019
Engagement key staff	Lisa Meacham
Scope of work and complexity	Our deliverables include the financial statement audit of both Northern Water and the Municipal Subdistrict.
Expertise and value outside the audit	In addition to providing audit services, we have provided bond consent work, will be performing a single audit in the current year and have identified several business practices that will provide additional internal financial control and heightened accountability to their board and constituents.

What your peers are saying about Plante Moran

- “ 2020 was our first year using Plante Moran as our auditors, and the transition was very smooth.

They ensured that our audit was completed on time, answered all our questions quickly. and provided guidance on all our accounting issues. Everyone on our accounting staff was impressed with their friendliness and willingness to help. I’ve recommended Plante Moran to other governmental agencies, and I look forward to our continued collaboration.”

— Joyce Robinson, Acting Chief Financial Officer, City of Loveland
- “ Northern Water consists of numerous water activity enterprises that, collectively, allow us to advance our mission. In short order, Plante Moran was able to grasp the notable intricacy of each enterprise and how they ultimately work in tandem. In less than one year’s time, Plante Moran has greatly assisted us in identifying several business practices that will provide additional internal financial control and heightened accountability to our board and its constituents.

Because of Plante Moran’s breadth of experience, they’re extremely helpful in sharing ideas and practices that have known and demonstrated value. From COVID-19 to succession planning, Plante Moran’s prompting to memorialize our operating procedures in greater detail will pay quick dividends. As we grow in size and complexity, we feel confident that we have a proactive partner that provides value beyond the audit.”

— Bradley D. Wind, General Manager, Northern Water

Staff assigned to this engagement

We have provided information on the number, qualifications, experience, and CPE training of the staff assigned to this engagement on pages 16–29.

Assuring staff quality

We guarantee your engagement will always be staffed by individuals who have current, relevant experience. The breadth and depth of our government-trained audit staff allows us to seamlessly provide quality staff to the City should a replacement be necessary. Our industry-focused firm model also means **our government specialists have worked together as an integrated team for most of their respective careers**. This not only demonstrates the team's collective governmental audit expertise and quality, but also staff continuity. We have natural succession plans within the team structure as each individual gains experience. For example, a staff may develop into the senior role on the engagement, and the senior may take over as the manager. Due to the depth and experience of our bench of governmental practice staff, we are able to leverage and design a team structure that is best suited to the City.

Audit workplan and methodology

Please refer to pages 34–52 for our workplan and methodology to perform the services required in this RFP.

Requested audit approach details

The following information has been provided in our audit approach on the pages noted below:

1. Proposed segmentation of the audit (see page 32)
2. Level of staff and number of hours to be assigned to each proposed segment of the engagement (see page 33)
3. Sample sizes and the extent to which statistical sampling is to be used in the engagement (see page 41)
4. Extent of use of software in the engagement (see page 53)
5. Type and extent of analytical procedures to be used in the engagement (see page 41)
6. Approach to be taken to gain and document an understanding of the City of Greeley's internal control structure (see page 37)
7. Approach to be taken in determining laws and regulations that will be subject to audit test work (see page 45)
8. Approach to be taken in drawing audit samples for purposes of tests of compliance (see page 40)

Evaluation criterion #2 – price

Sealed Dollar Cost Bid for
City of Greeley CO

As the appropriate official of Plante & Moran, PLLC, I, Timothy StAndrew, do hereby certify that I am entitled to represent Plante & Moran, PLLC, am empowered to submit the bid, and am authorized to sign a contract with City of Greeley CO (“the City”).



Timothy StAndrew, CPA
Engagement Partner
Plante & Moran, PLLC

As requested in Evaluation Criteria #2:

A Total All-inclusive Maximum Price for both the 2021 and 2022 engagements, as requested in Evaluation Criteria #2	\$235,860
A Total All-inclusive Maximum Price for the 2021, 2022 and 2023 engagements, as requested in Evaluation Criteria #2	\$357,405
A Total All-inclusive Maximum Price for the 2023 engagement if awarded after completing the 2021 & 2022 engagements, as requested in Evaluation Criteria #2	\$121,545

Additional information:

Total all-inclusive maximum price for the 2023, 2024, and 2025 engagements	\$371,715
Total all-inclusive maximum price for the 2021-2025 engagements	\$607,575

Schedule of fees and expenses

	2021	2022	2023	2024	2025
Financial statement audit	\$104,450	\$106,515	\$108,715	\$110,780	\$112,980
Single audit	\$12,325	\$12,750	\$12,830	\$13,075	\$13,335
Out-of-pocket costs	--	--	--	--	--
Total annual cost	\$116,775	\$119,085	\$121,545	\$123,855	\$126,315

We understand fair fees are a priority for the City. As such, our fees represent our best estimate for providing seamless service, now and in the future.

The fee quotes above assume:

- Books, records, and all supporting schedules will be prepared accurately by your staff.
- Our fees do not include any costs associated with assisting management with implementation of any new accounting standards, including GASB 87.
- Our single audit fee includes auditing one major program. Additional programs will be \$8,500 per program.
- Our fees are all-inclusive; **you will not be charged for travel or out-of-pocket costs, routine phone calls, or consultation.**

Detailed cost breakdown

Being excellent stewards with our clients' resources is important to us. We will make every effort to ensure work is assigned to the appropriate level to allow for the greatest cost efficiency.

LEVEL	HOURLY RATE	ESTIMATED NO. OF HOURS	TOTAL COST
Financial statement audit services			
Partner	\$250	80	\$20,000
Manager	\$180	135	24,300
Senior	\$115	220	25,300
Staff	\$85	410	34,850
Total			\$104,450
Single audit services			
Partner	\$250	10	\$2,500
Manager	\$180	15	2,700
Senior	\$115	25	2,875
Staff	\$85	50	4,250
Total			\$12,325

Hourly rates

Any services provided outside of the scope of this proposal between the City and Plante Moran shall be performed at the rates set forth below. In addition, any expansion of the scope requiring additional fees shall be approved in advance and in writing by the City before work begins.

LEVEL	HOURLY RATE
Partner	\$325-\$495
Senior Manager	\$250-\$325
Manager	\$200-\$250
Senior	\$150-\$200
Staff	\$100-\$150

Proposal acknowledgement (RFP Exhibit 1)

EXHIBIT 1
PROPOSAL ACKNOWLEDGEMENT

The audit firm hereby acknowledges receipt of addenda numbers 1 through --

Falsifying this information is cause to deem your proposal nonresponsive and therefore ineligible for consideration. In addition, falsification of this information is cause to cancel a contract awarded based on one or both of the above preferences.

By signing below, you agree to all terms & conditions in this RFP, except where expressly described in your cover letter.



Original Signature by Authorized Officer/Agent

Timothy St. Andrew
Type or Printed Name of Person Signing

Plante & Moran PLLC
Company Name

Partner
Title

313-496-8542
Phone Number

8181 E Tufts Avenue, Suite 600
Vendor Mailing Address

303-740-9009
Fax Number

Denver, CO 80237
City, State, Zip

January 18, 2022
Proposal Valid Until (at least for 90 days)

timothy.standrew@plantemoran.com
E-Mail Address

www.plantemoran.com
Website Address

Appendix



Representative governmental clients

Our client roster includes **over 500 governmental entities**. Below is a sample of the governmental clients we have served.

Municipalities

- City of Auburn Hills
- City of Akron, OH
- City of Allen Park
- City of Berkley
- Village of Berrien Springs
- Village of Beverly Hills
- City of Birmingham*
- City of Bloomfield Hills
- City of Brighton, MI*
- Township of Brownstown
- City of Buchanan
- Township of Canton*
- City of Charlotte*
- City of Chelsea
- Chesterfield Township
- Township of Clinton
- City of Clio*
- Township of Commerce
- City of Coloma
- City of Columbus, OH*
- City of Commerce City, CO*
- City of Davison
- Davison Township
- City of Dearborn*
- City of Dearborn Heights
- City of Detroit*
- City of East Lansing*
- City of Eastpointe
- Village of Eau Claire
- City of Farmington
- Fenton Township
- Flint Township
- Flushing Township
- Village of Franklin Park, IL*
- City of Garden City
- City of Gibraltar
- Township of Grand Blanc*
- City of Grand Rapids
- City of Grosse Pointe*
- City of Grosse Pointe Farms
- City of Grosse Pointe Woods*
- Township of Hamburg
- City of Harbor Beach
- City of Harper Woods
- Township of Highland
- Village of Holly
- Township of Huron
- Independence Township
- Township of Keeler
- City of Lathrup Village
- Township of Lincoln
- City of Lincoln Park
- City of Livonia
- City of Longmont
- City of Loveland
- Township of Macomb
- City of Madison Heights
- Township of Marshall
- City of Melvindale
- Township of Milford
- Village of Milford
- City of Monroe*
- City of Mt. Clemens
- City of Mt. Morris
- Township of Mt. Morris
- Township of Mundy
- City of Northville
- Township of Northville*
- Oakland Township
- Orion Township
- City of Port Huron*
- Township of Plymouth*
- Township of Redford
- City of Richmond
- City of Riverview
- City of Rockwood
- City of Romulus
- City of Roseville
- City of Saline
- Township of Scio
- Township of Shelby
- City of Southfield*
- City of Southgate
- City of South Lyon
- City of Sterling Heights*
- City of Swartz Creek
- City of Taylor
- City of Trenton
- Tyrone Township
- Township of Van Buren
- Vienna Township
- City of Warren*
- Township of Washington
- Township of Waterford*
- Township of West Bloomfield
- City of Westland
- White Lake Township
- City of Wixom*
- City of Woodhaven
- City of Wyandotte

***Awarded Certificate of Achievement for Excellence in Financial Reporting**

Counties and other governmental units

COUNTIES

- Adams County, CO
- Genesee County, MI*
- Ingham County, MI*
- Livingston County, MI
- Macomb County, MI*
- Oakland County, MI*
- Pueblo County, CO
- Wayne County, MI*

LIBRARIES

- Auburn Hills Library
- Baldwin Public Library
- Canton Public Library
- Clio-Vienna Library
- Columbus Metropolitan Library
- Flint Public Library
- Inkster Public Library
- Northville District Library
- Redford District Library
- Romeo District Library
- Salem-South Lyon Library
- Saline District Library
- The Library Network
- West Bloomfield Library
- Willard Library
- Wixom Public Library

COUNTY ROAD COMMISSIONS AND OTHER RELATED ENTITIES

- Berrien County Road Commission
- Genesee County Road Commission
- Kalamazoo County Road Commission
- Oakland County Road Commission
- Macomb County Road Commission
- Washtenaw County Road Commission
- Michigan County Road Commission Self-Insurance Pool*
- County Road Association Self-Insurance Fund (CRASIF)

STATE OF MICHIGAN

- Michigan Bureau of State Lottery*
- Michigan Education Trust
- Michigan Finance Authority
- Michigan Legislature
- Michigan Municipal League
- Michigan State Housing Development Authority
- Mackinac Bridge Authority
- Municipal Employees Retirement System of Michigan (MERS)*

MICHIGAN COURTS

- 16th District Court
- 17th District Court
- 18th District Court
- 19th District Court*
- 20th District Court
- 21st District Court
- 23rd District Court
- 25th District Court
- 26th District Court
- 27-1 District Court
- 27-2 District Court
- 28th District Court
- 32A District Court
- 33rd District Court
- 34th District Court
- 35th District Court
- 39th District Court
- 41A District Court
- 41B District Court
- 47th District Court
- 51st District Court

*Awarded Certificate of Achievement for Excellence in Financial Reporting

Other governmental units

- Battle Creek Unlimited, Inc.
- Benton Harbor-St. Joseph Joint Sewage Disposal Board
- Birmingham Area Cable Board
- Bishop International Airport Authority
- Boulder Housing Partners, CO
- Buchanan Dial-A-Ride
- Capital Area Transportation Authority (CATA)
- Central Wayne County Sanitation Authority
- Chicago Teachers' Pension Fund
- Columbus-Franklin County Finance Authority
- Columbus Metropolitan Housing Authority
- Columbus Regional Airport Authority*
- Community Foundation of Northern Colorado
- Community Mental Health Authority of Clinton, Eaton and Ingham Counties
- Connecticut Airport Authority
- Davison Downtown Development Authority
- Davison Local Development Finance Authority
- Davison Richfield Area Fire Authority
- Davison Richfield Senior Citizens Authority
- Denver Housing Authority
- Des Moines Airport
- Detroit Housing Commission
- Detroit Region Aerotropolis Development Corporation
- Detroit Retirement Systems
- Detroit VEBAs
- Detroit Wayne County Community Mental Health Authority
- Downriver Community Conference
- Downriver Mutual Aid
- East Lansing-Meridian Water and Sewer Authority
- Fenner Valley Water Authority
- Franklin County Municipal Clerk of Courts
- Franklin Park Conservatory
- Genesee County Drain Commission
- Genesee County 911 Consortium
- Genesee County Self-Insurance Pool Trust
- Genesee Metropolitan Planning Commission
- Gerald R. Ford International Airport
- Grand Rapids Housing Commission
- Grand Junction Regional Airport Authority, CO
- Grand Rapids Housing Commission
- Grosse Pointes-Clinton Refuse Disposal Authority
- Henry McMorran Memorial Auditorium Authority
- Illinois Medical District Commission
- Iowa Communities Assurance Pool (ICAP)*
- Karegnondi Water Authority
- Kent County Road Commission
- Lansing Housing Commission
- Los Angeles County Employees Retirement System (LACERA)
- Lowry Redevelopment Authority, CO
- Macomb County Art Authority
- Macomb County COMET (Enforcement Team)
- Macomb County Zoological Authority
- Michigan Public Power Agency
- Michigan Works! Southeast
- Nankin Transit Commission
- National Conference of State Legislatures
- New Hampshire Retirement System
- Northern Colorado Water Conservancy District and Municipal Subdistrict*
- Northville Community Recreation Commission

- Elderly Housing Corporation of Westland
- Oakland County Business Finance Corp
- Oakland County Clerks Association
- Oakland County Local Development Company
- Oakland County Community Mental Health Authority
- Oakland County Public Transportation Authority
- Oakland County Zoological Authority
- Ohio Township Association Risk Management Authority (OTARMA)*
- Older Person's Commission (Rochester Hills)
- Pontiac Retirement Systems
- Port of Greater Cincinnati Development Authority
- Regents of the University of Colorado
- Regional Transportation District, CO*
- Resource Recovery and Recycling Authority of Southwest Oakland County
- RiverSouth Authority
- Rhode Island Airport Corporation
- Saline Area Fire Department
- Sarasota Manatee Airport Authority
- Southeast Macomb Sanitary District
- Southeast Michigan Community Alliance (SEMCA)
- Oakland County Art Institute Authority
- Southeast Michigan Council of Governments (SEMCOG)
- Southeastern Oakland County Water Authority (SOCWA)
- South Huron Valley Utility Authority
- South Macomb Disposal Authority
- SW Barry County Sewer & Water Authority
- Suburban Mobility Authority for Regional Transportation (SMART)
- STAR Ohio
- Taylor Community Development Corporation
- Todd Creek Village Metropolitan District, CO
- Warren Police & Fire Retirement System
- Washington & Bruce Township Parks & Recreation
- Washington & Bruce Township Star Transportation
- Wayne County Airport Authority*
- Western Townships Utilities Authority
- Wyandotte Municipal Service Commission

***Awarded Certificate of Achievement for Excellence in Financial Reporting**

Plante Moran in Colorado

With four offices in Denver, Boulder, and Fort Collins, Plante Moran is **the largest accounting firm in the state**. We're dedicated to the community in which we live and work. **Our professionals are actively involved with the Colorado, Greeley, Fort Collins, Loveland, Boulder, Denver Metro, South Metro Denver, and Aurora chambers of commerce, the Downtown Denver Partnership, and other associations**, so we can stay apprised of the issues our clients face in Colorado, and we bring innovative ideas to the table. We serve every industry in the state, including government, energy, healthcare, manufacturing and distribution, not-for-profits, and technology.



Best Accounting Firm

As ranked by ColoradoBiz magazine in its 2021 Best of Colorado Business Choice awards

740+

staff call Colorado home

68

partners in Colorado

40+ years

serving Colorado businesses and individuals

7,750+

clients served in Colorado

Dedicated to the community

Giving time, talent, and funding to the community is part of our DNA. Our firm and staff actively support numerous not-for-profit organizations and initiatives in the state, including:

- ACE Scholarships
- American Heart Association
- **Boys & Girls Clubs of Metro Denver**
- **The Bridge House**
- Children's Hospital
- Colorado Public Radio
- Court Appointed Special Advocates (CASA)
- Cultural Enrichment Center of Fort Collins
- Denver Art Museum
- Denver Botanic Gardens
- Denver Center for the Performing Arts
- Denver Museum of Nature & Science
- Denver Zoo
- Dumb Friends League
- Easter Seals Rocky Mountain Village
- Food Bank for Larimer County
- Food Bank of the Rockies
- Fort Collins Habitat for Humanity
- Goodwill Industries of Denver
- Guide Dogs for the Blind
- Habitat for Humanity of Metro Denver, Inc.
- Make-A-Wish
- Mile High United Way
- Project Self Sufficiency
- **Realities for Children**
- Rocky Mountain Public Media
- **Urban Peak**
- Vitalant (formerly Bonfils Blood Center)
- Volunteers for Outdoor Colorado

Not-for-profits in teal above were selected for the firm's PM Cares initiative for the 2021-2022 fiscal year.

Colorado colleges and universities we recruit from

- Colorado Mesa University
- Colorado State University
- Metropolitan State University of Denver
- Regis University
- University of Colorado Boulder
- University of Colorado Denver
- University of Denver
- **University of Northern Colorado**

Get to know more about Plante Moran



Click the items below to learn more about additional Plante Moran resources and initiatives that may benefit you.

Committed to inclusion and diversity



We all belong at Plante Moran

LEARN MORE



Our commitment to our staff and clients

WATCH VIDEO



Serving you as you grow



VIEW OUR FULL MENU OF SERVICES

A steady stream of resources to keep you updated



Browse our resources

LEARN MORE



Customize your email experience

SUBSCRIBE NOW



Results from our most recent client satisfaction survey

WATCH THE VIDEO

99%

of clients say we have knowledge of their industry.

99%

of clients say we understand their organization's needs.

99%

of clients believe we provide sound business advice.

We're passionate about giving back to our communities



READ MORE

Consistently ranked on FORTUNE magazine's list of "100 Best Companies to Work For"

— every year since **1998**

VIEW COMPLETE LIST OF OUR AWARDS



**We look forward to working with you.
Please contact us with any questions.**



Timothy StAndrew, CPA
Engagement Partner
313-496-8542
timothy.standrew@plantemoran.com

According to our recent
client satisfaction survey,

97%

of clients say they

**would recommend
Plante Moran.**

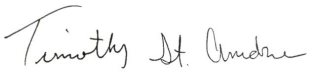
Debarment/Suspension Certification Statement

The proposer certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal, State, County, Municipal or any other department or agency thereof. The proposer certifies that it will provide immediate written notice to the City if at any time the proposer learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstance.

DUNS # (Optional) _____

Name of Organization Plante Moran, PLLC

Address 3000 Town Center Suite 100, Southfield, MI 48075

Authorized Signature 

Title Partner, CPA

Date May 16, 2022



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 06/14/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Edgewood Partners Insurance Center Lemme, a division of EPIC 111 West Campbell 4th Floor Arlington Heights, IL 60005	CONTACT NAME: David Koenen PHONE (A/C, No, Ext): 847-385-6800 FAX (A/C, No): E-MAIL ADDRESS: psgcerts@lemme.com														
INSURED P&M Holding Group, LLP, Plante & Moran, PLLC and others more fully described in the policies, including Subsidiaries 3000 Town Center, Suite 100 Southfield, MI 48075	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: Scottsdale and Various Insurers</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Scottsdale and Various Insurers		INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Scottsdale and Various Insurers															
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES
CERTIFICATE NUMBER: 62477455
REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			HWS0000129	06/15/21	06/15/22	Each Claim 2,000,000 Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER
CANCELLATION

Parties at Interest ,	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
------------------------------	---

© 1988-2015 ACORD CORPORATION. All rights reserved.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/28/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh & McLennan Agency LLC 15415 Middlebelt Road Livonia MI 48154-3805	CONTACT NAME: Amy Micallef, CIC, CISR, LIC, AAI, AIS PHONE (A/C, No, Ext): 734-525-2445 FAX (A/C, No): 212-607-1151 E-MAIL ADDRESS: amy.micallef@marshmma.com														
INSURED P&M Holding Group, LLP & Subsidiaries; Plante & Moran, PLLC c/o Bonnie Kozikowski 3000 Town Center, Suite 400 Southfield MI 48075	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A : Federal Insurance Company</td> <td style="text-align: center;">20281</td> </tr> <tr> <td>INSURER B : Vigilant Insurance Company</td> <td style="text-align: center;">20397</td> </tr> <tr> <td>INSURER C : Great Northern Insurance Company</td> <td style="text-align: center;">20303</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Federal Insurance Company	20281	INSURER B : Vigilant Insurance Company	20397	INSURER C : Great Northern Insurance Company	20303	INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : Federal Insurance Company	20281														
INSURER B : Vigilant Insurance Company	20397														
INSURER C : Great Northern Insurance Company	20303														
INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES**CERTIFICATE NUMBER:** 493545009**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC OTHER: ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY	Y		35756613	3/13/2022	3/13/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Deductible \$ 50,000
C	☒ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY	Y		73263017	3/13/2022	3/13/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ EXCESS LIAB DED RETENTION \$			79833330	3/13/2022	3/13/2023	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
B	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	71653087	3/13/2022	3/13/2023	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Project - CIS Consulting Services The City of Greeley is included as an additional insured for commercial general liability coverage on a primary and non-contributory basis to the extent provided in the attached form #80-02-2367 and for auto liability on a primary and non-contributory basis to the extent provided in the attached form #'s 16-02-0292 and 16-02-0316. Where permitted by state law, the workers' compensation Insurer waives its right to subrogation against certificate holder to the extent provided in the attached form #WC000313. The insurance carrier will provide the Certificate Holder with direct notice of cancellation to the extent provided in the attached form #80-02-9780 for commercial general liability, form #16-02-0306 for auto liability, and form WC990644 for workers' compensation coverage.

CERTIFICATE HOLDER**CANCELLATION**

City of Greeley
 1000 10th St.
 Greeley CO 80631-3808

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

POLICY NUMBER:

COMMERCIAL AUTO
16-02-0316 Ed. 10 14**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****PRIMARY AND NON-CONTRIBUTORY LIABILITY
INSURANCE**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: -**Endorsement Effective Date:****SCHEDULE****Name(s) Of Person(s) Or Organization(s):**

BLANKET, AS REQUIRED BY WRITTEN CONTRACT

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Item 5. – “Other Insurance” of Item B. – “General Conditions” under Section IV – “Business Auto Conditions”:

e. Regardless of the provisions of Paragraph 5.a. through d. above, for any liability arising out of the ownership, maintenance, use, rental, lease, loan, hire or borrowing by an “insured” of a covered “auto” for which an “insured” is contractually obligated to provide primary insurance coverage to a client, this Coverage Form will be primary and non-contributory with respect to the Persons or Organizations in the schedule, regardless of the availability or existence of other collectible insurance under any other Coverage Form or policy that applies on a primary basis.

COMMERCIAL AUTOMOBILE**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

This endorsement modifies the Business Auto Coverage Form.

1. EXTENDED CANCELLATION CONDITION

Paragraph A.2.b. – CANCELLATION - of the COMMON POLICY CONDITIONS form IL 00 17 is deleted and replaced with the following:

- b. 60 days before the effective date of cancellation if we cancel for any other reason.

2. BROAD FORM INSURED**A. Subsidiaries and Newly Acquired or Formed Organizations As Insureds**

The Named Insured shown in the Declarations is amended to include:

1. Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
2. Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
 - (a) That is an "insured" under any other automobile policy;
 - (b) That has exhausted its Limit of Insurance under any other policy; or
 - (c) 180 days or more after its acquisition or formation by you, unless you have given us written notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

B. Employees as Insureds

Paragraph A.1. – WHO IS AN INSURED – of SECTION II – LIABILITY COVERAGE is amended to add the following:

- d. Any "employee" of yours while using a covered "auto" you don't own, hire or

borrow in your business or your personal affairs.

C. Lessors as Insureds

Paragraph A.1. – WHO IS AN INSURED – of SECTION II – LIABILITY COVERAGE is amended to add the following:

- e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
 - (1) The agreement requires you to provide direct primary insurance for the lessor; and
 - (2) The "auto" is leased without a driver. Such leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.
 However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:
 1. You;
 2. Any of your "employees" or agents; or
 3. Any person, except the lessor or any "employee" or agent of the lessor, operating an "auto" with the permission of any of 1. and/or 2. above.

**D. Persons And Organizations As Insureds Under A Written Insured Contract**

Paragraph A.1 – WHO IS AN INSURED – of SECTION II – LIABILITY COVERAGE is amended to add the following:

- f. Any person or organization with respect to the operation, maintenance or use of a covered "auto", provided that you and such person or organization have agreed under an express provision in a written "insured contract", written agreement or a written permit issued to you by a governmental or public authority to add such person or organization to this policy as an "insured". However, such person or organization is an "insured" only:

- (1) with respect to the operation, maintenance or use of a covered "auto"; and
- (2) for "bodily injury" or "property damage" caused by an "accident" which takes place after:
 - (a) You executed the "insured contract" or written agreement; or
 - (b) The permit has been issued to you.

3. FELLOW EMPLOYEE COVERAGE

EXCLUSION B.5. - FELLOW EMPLOYEE - of SECTION II – LIABILITY COVERAGE does not apply.

4. PHYSICAL DAMAGE – ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a. – TRANSPORTATION EXPENSES – of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$50 per day for temporary transportation expense, subject to a maximum limit of \$1,000.

5. AUTO LOAN/LEASE GAP COVERAGE

Paragraph A. 4. – COVERAGE EXTENSIONS - of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add the following:

c. Unpaid Loan or Lease Amounts

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the loan or lease for a covered "auto" minus:

1. The amount paid under the Physical Damage Coverage Section of the policy; and
2. Any:
 - a. Overdue loan/lease payments at the time of the "loss";
 - b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - c. Security deposits not returned by the lessor;
 - d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
 - e. Carry-over balances from previous loans or leases.

We will pay for any unpaid amount due on the loan or lease if caused by:

1. Other than Collision Coverage only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
2. Specified Causes of Loss Coverage only if the Declarations indicate that Specified Causes of Loss Coverage is provided for any covered "auto"; or
3. Collision Coverage only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

6. RENTAL AGENCY EXPENSE

Paragraph A. 4. – COVERAGE EXTENSIONS – of

SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add the following:

d. Rental Expense

We will pay the following expenses that you or any of your "employees" are legally obligated to pay because of a written contract or agreement entered into for use of a rental vehicle in the conduct of your business:

MAXIMUM WE WILL PAY FOR ANY ONE CONTRACT OR AGREEMENT:

1. \$2,500 for loss of income incurred by the rental agency during the period of time that vehicle is out of use because of actual damage to, or "loss" of, that vehicle, including income lost due to absence of that vehicle for use as a replacement;
2. \$2,500 for decrease in trade-in value of the rental vehicle because of actual damage to that vehicle arising out of a covered "loss"; and
3. \$2,500 for administrative expenses incurred by the rental agency, as stated in the contract or agreement.
4. \$7,500 maximum total amount for paragraphs 1., 2. and 3. combined.

7. EXTRA EXPENSE – BROADENED COVERAGE

Paragraph A.4. – COVERAGE EXTENSIONS – of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add the following:

e. Recovery Expense

We will pay for the expense of returning a stolen covered "auto" to you.

8. AIRBAG COVERAGE

Paragraph B.3.a. - EXCLUSIONS – of SECTION III – PHYSICAL DAMAGE COVERAGE does not apply to the accidental or unintended discharge of an airbag. Coverage is excess over any other collectible insurance or warranty specifically designed to provide this coverage.

9. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT - BROADENED COVERAGE

Paragraph C.2. – LIMIT OF INSURANCE - of SECTION III - PHYSICAL DAMAGE is deleted and replaced with the following:

2. \$2,000 is the most we will pay for "loss" in any one "accident" to all electronic equipment that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:
 - a. Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
 - b. Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or

COMMERCIAL AUTOMOBILE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**NOTICE OF CANCELLATION
(OTHER THAN NONPAYMENT OF PREMIUM)
SCHEDULED PERSON(S) OR ORGANIZATION(S)**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
TRUCKERS COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to the coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

SCHEDULE

Name of Person(s) or Organization(s):

PER SCHEDULE ON FILE WITH COMPANY

Address:

Under Common Policy Conditions the following condition is added:

**NOTICE OF CANCELLATION (OTHER THAN NONPAYMENT OF PREMIUM)
SCHEDULED PERSON(S) OR ORGANIZATION(S)**

When we cancel this policy for any reason other than nonpayment of premium, we will notify the person(s) or organization(s) described in the SCHEDULE at least 30 days in advance of the cancellation date.

Any failure by us to notify such person(s) or organization(s) will not:

- Impose any liability or obligation of any kind upon us; or
- Invalidate such cancellation.

Liability Insurance

Endorsement

Policy Period

Effective Date

Policy Number

Insured

Name of Company

Date Issued

This Endorsement applies to the following forms:

GENERAL LIABILITY

Under Who Is An Insured, the following provision is added.

Who Is An Insured

**Additional Insured -
Scheduled Person
Or Organization**

Persons or organizations shown in the Schedule are **insureds**; but they are **insureds** only if you are obligated pursuant to a contract or agreement to provide them with such insurance as is afforded by this policy.

However, the person or organization is an **insured** only:

- if and then only to the extent the person or organization is described in the Schedule;
- to the extent such contract or agreement requires the person or organization to be afforded status as an **insured**;
- for activities that did not occur, in whole or in part, before the execution of the contract or agreement; and
- with respect to damages, loss, cost or expense for injury or damage to which this insurance applies.

No person or organization is an **insured** under this provision:

- that is more specifically identified under any other provision of the Who Is An Insured section (regardless of any limitation applicable thereto).
- with respect to any assumption of liability (of another person or organization) by them in a contract or agreement. This limitation does not apply to the liability for damages, loss, cost or expense for injury or damage, to which this insurance applies, that the person or organization would have in the absence of such contract or agreement.

Liability Endorsement
(continued)

Under Conditions, the following provision is added to the condition titled Other Insurance.

Conditions

*Other Insurance –
Primary, Noncontributory
Insurance – Scheduled
Person Or Organization*

If you are obligated, pursuant to a contract or agreement, to provide the person or organization shown in the Schedule with primary insurance such as is afforded by this policy, then in such case this insurance is primary and we will not seek contribution from insurance available to such person or organization.

Schedule

Persons or organizations that you are obligated, pursuant to a contract or agreement, to provide with such insurance as is afforded by this policy.

All other terms and conditions remain unchanged.

Authorized Representative



Policy Conditions

Endorsement

Policy Period

Effective Date

Policy Number

Insured

Name of Company

Date Issued

This Endorsement applies to the following forms:

COMMON POLICY CONDITIONS

Under Conditions, the following condition is added.

Conditions

Notice Of Cancellation To Scheduled Persons Or Organizations When We Cancel

When we cancel this policy we will notify person(s) or organizations(s) shown in the Schedule at least 30 days (10 days in the event of nonpayment of premium) in advance of the cancellation date.

Any failure by us to notify such person(s) or organization(s) will not:

- impose any liability or obligation of any kind upon us; or
- invalidate such cancellation.

Schedule

Person(s) or Organization(s):

Address:

Conditions
(continued)

All other terms and conditions remain unchanged.

Authorized Representative



WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

WC 99 06 44 (Ed. 6-11)

**NOTICE OF CANCELLATION
(OTHER THAN NONPAYMENT OF PREMIUM) -
SCHEDULED PERSON(S) OR ORGANIZATION(S)**

This endorsement effective on 03/13/20 at 12:01 A.M. standard time, forms a part of
(DATE)

Policy No. (21) 7165-30-87 of the Vigilant Insurance Company
(NAME OF INSURANCE COMPANY)

Issued to P&M HOLDING GROUP, LLP AND SUBSIDIARIES

Authorized Representative

Under Part Six – Conditions of the policy, the following is added:

Notice of Cancellation (Other than Nonpayment of Premium) – Scheduled Person(s) or Organization(s)

When we cancel this policy for any reason other than nonpayment of premium, we will notify the person(s) or organization(s) described in the SCHEDULE at least 30 days in advance of the cancellation date.

Any failure by us to notify such person(s) or organization(s) will not:

- Impose any liability or obligation of any kind upon us; or
- Invalidate such cancellation.

SCHEDULE

If you are obligated, pursuant to a written contract or agreement, to provide persons or organizations with Notice of cancellation, then we will notify such persons or organizations provided that within 15 days of the date we send Notice of Cancellation to the first named insured, the first named insured or producer of record provides us with a spreadsheet containing the name, mailing address and, if available, e-mail address of the persons or organizations.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**WC 00 03 13**

(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any person or organization against whom you have agreed to waive your right of recovery in a written contract, provided such contract was executed prior to the date of loss.

For policies or exposure in Missouri:

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective **03-13-21** Policy No. **71653087**
Insured **P&M HOLDING GROUP, LLP AND SUBSIDIARIES**
Insurance Company **Vigilant Insurance Company**

Endorsement No.
Premium \$ **Incl.**

Countersigned By _____



CHANGE ORDER FORM

Project Information			
Change Order #:		Date:	June 12, 2023
Project Name:	City Professional Financial Auditing Services Contract FY21-25		
Solicitation Number:	FS21-10-174	Dept/Division:	Finance
COA:	100.1501.10010.7435.000.0000.000	PO #:	20222611
Project Number:			
Expenditure Organization:			
Expenditure Type:			
Task Number:			
Project Manager:	Tena Mose	Title:	Accounting Division Manager
Contractor/Consultant Information			
Contractor/Consultant:	Plante Moran	Email:	Timothy.StAndrew@PlanteMoran.com
The CONTRACTOR/CONSULTANT is hereby directed to perform the WORK described in the CONTRACT for design/construction as amended by this CHANGE ORDER.			
See attached 2 sheets with full explanation for the change order.			
Compensation to Contractor/Consultant			
The original contract sum was:		\$610,475.00	
The net change by previous change order was:		\$0.00	
The contract sum prior to this change order was:		\$610,475.00	
The contract sum will be: (See List)	Increased	\$225,000.00	
The new contract sum, including this change order is:		\$835,475.00	
The contract time will be: (See List)	Unchanged	N/A	
The new date for project completion:		N/A	
This CHANGE ORDER is intended to, and the OWNER agrees that it shall, fairly and adequately compensate the CONTRACTOR/CONSULTANT for the extra direct costs (time and materials, etc.) as well as all expenses and damages which may result from any delays, suspensions, stretch-outs, scheduling, inefficiencies and accelerations in the WORK associated with this CHANGE ORDER, and the CONTRACTOR/CONSULTANT releases the OWNER from any claims for such expenses and damages.			
This CHANGE ORDER is intended to, and the CONTRACTOR/CONSULTANT agrees that it does, provide the CONTRACTOR/CONSULTANT a reasonable and adequate period of time in which to complete the WORK in accordance with the CONTRACT for establishment of policies, as amended by this CHANGE ORDER, and the CONTRACTOR/CONSULTANT releases the OWNER from any claims for additional time to perform the WORK associated with this CHANGE ORDER.			
The Contract Documents may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same document. The Contract Documents, including all component parts set forth above, may be executed and delivered by electronic signature by any of the parties and all parties consent to the use of electronic signatures.			
Signatures for City Council			
IN WITNESS WHEREOF, the parties have caused this instrument to be executed in two (2) original counterparts as of the day and year first above written.			
Approved as to Substance		Reviewed as to Legal Form	
City Manager		City Attorney	
Certification of Contract Funds Availability		Departmental Certification	
Director of Finance		Department Director	
Purchasing Official		Project Manager	
Certification of Content by Contractor/Consultant			
Representative of Contractor/Consultant		Title	
Additional Review:			
CIP	Budget		
Approval Level is at City Council based on cumulative change orders totalling \$225,000. for a total of 36.86%			



CHANGE ORDER FORM

Project Information

Change Order #:	
Project Name:	City Professional Financial Auditing Services Contract FY21-25
Date:	6/8/2023
Project Manager:	Tena Mose

Change Order Justification

Why was this not in original contract?	The original contract did not anticipate the challenges to the ERP system and additional financial reconciliation work that needed to be undertaken during FY22 - the first fiscal year on the new ERP system. Additionally, the ARPA program required an additional single audit review and was not included in the original audit contract.
Budget Impact/Funding	The Finance department has existing budget to support this request. No additional funding or appropriation authority is required.
Impact to project schedule	Adjustments were made to the FY21 audit as previously discussed. Staff anticipates returning to the standard audit schedule for FY22 audit and moving forward.
Detailed Explanation Of Change Order	This change order adds capacity to the City's annual financial audit process to support the additional audit work that was required for FY21 due to the additional reconciliation work needed during the first fiscal year of the City's new ERP system. It also adds capacity to the audit contract to support additional single audit program review and audits (including the ARPA program) that have occurred and may occur throughout the remaining term of the contract.



Council Agenda Summary

July 18, 2023

Key Staff Contact: Caleb Jackson, Planner III

Title:

Consideration of a Resolution finding substantial compliance with State Annexation laws for the Schneider Annexation

Summary:

A Resolution finding substantial compliance with State Annexation laws for the Schneider Annexation. Union Colony West Investments LLC submitted a petition to the City of Greeley for annexation of approximately 170.573 acres located at the northwest corner of 10th Street at 83rd Avenue. Staff finds that the Petition for Annexation is in substantial compliance with the requirements of C.R.S. §31-12-107, 31-12-104, and 31-12-105.

Fiscal Impact:

Does this item create a fiscal impact on the City of Greeley?	No
Is there grant funding for this item?	NA

Legal Issues:

None

Other issues and Considerations:

None.

Strategic Focus Area:



Community Vitality

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:

1. Res 23, 2023 - Schneider Annexation
2. Exhibit A - Legal Description
3. Annexation Plat
4. Annexation Petition

CITY OF GREELEY, COLORADO

RESOLUTION NO. 23, 2023

A RESOLUTION FINDING SUBSTANTIAL COMPLIANCE WITH STATE ANNEXATION LAWS FOR PROPERTY KNOWN AS THE SCHNEIDER ANNEXATION, LOCATED GENERALLY WEST OF 83RD AVENUE AND NORTH OF 10TH STREET, INTO THE CITY OF GREELEY. THE SUBJECT SITE IS COMPRISED OF APPROXIMATELY 170.573 ACRES.

WHEREAS, Union Colony West Investments, LLC has submitted an annexation petition to the City of Greeley for annexation of property located generally west of 83rd Avenue and north of 10th Street, more particularly described in the attached Exhibit A;

WHEREAS, the City of Greeley staff has found the annexation petition to be in substantial compliance with C.R.S. §§ 31-12-101, *et seq.*; and

WHEREAS, City staff desires that the City Council establish a date, time, and place to hold a hearing to determine if the proposed annexation complies with C.R.S. § 31-12-106, or such parts thereof, to establish eligibility for annexation to the City of Greeley; and

WHEREAS, the City Clerk shall deliver notice and publish the date, time, and place for said hearing;

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

1. The annexation petition is found to substantially comply with C.R.S. § 31-12-106.
2. The public hearing for consideration of the proposed annexation petition is hereby set for September 5, 2023, at the City Council Chambers, City Center - South, 1001 11th Avenue, Greeley, Colorado, during a regular City Council meeting beginning at 6:00 p.m.
3. The City Clerk is hereby authorized to publish and notify required parties pursuant to the procedures set forth in C.R.S. §31-12-108(2).
4. This resolution shall become effective immediately upon its passage.

PASSED, AND ADOPTED, SIGNED AND APPROVED this ____ day of _____, 2023.

ATTEST:

THE CITY OF GREELEY, COLORADO

By: _____
City Clerk

By: _____
Mayor

EXHIBIT "A"

A parcel of land, situate in the Southeast Quarter (SE1/4) of Section Six (6) and the Southwest Quarter (SW1/4) of Section Five (5), Township Five North (T.5N.), Range Sixty-six West (R.66W.) of the Sixth Principal Meridian (6th P.M.), County of Weld, State of Colorado and being more particularly described as follows:

BEGINNING at the East Quarter Corner of said Section 6, monumented by a 2" steel pipe with a 2.5" aluminum cap stamped LS 11989, and assuming the East line of said SE1/4 as bearing North 05°10'08" East, being a Grid Bearing of the Colorado State Plane, North Zone, North American Datum 1983/2011, a distance of 2,813.51 feet, monumented at the Southeast Corner by a #6 rebar with a 3.25" aluminum cap stamped LS 25381 and with and with all other bearings contained herein relative thereto;

THENCE North 88°44'22" East, along the North line of the SW1/4 of said Section 5, a distance of 30.19 feet to the East Right of Way (ROW) of 83rd Avenue;

THENCE South 05°10'08" West, along said East ROW, a distance of 1,406.77 feet to the Northwest corner of the Golden Triangle Third Annexation as recorded December 27, 1984 as Reception No. 1993145 of the records of the Weld County Clerk & Recorder (WCCR) said corner being on the North line of the South Half of said SW1/4;

THENCE South 05°10'08" West, along the West line of said Reception No. 1993145, a distance of 1,366.76 feet to a point on the Northerly line of Golden Triangle First Annexation, as recorded November 1, 1984 as Reception No. 1987263 of the WCCR;

Thence along the North and West lines of said Reception No. 1987263 the following three courses:

THENCE South 89°11'34" West a distance of 33.85 feet;

THENCE North 89°22'51" West a distance of 2,648.61 feet to a point on the West line of said SE1/4, from whence the South Quarter Corner of Section 6 bears South 02°52'33" West a distance of 40.03;

THENCE North 02°52'33" East a distance of 2,696.59 feet to the Center Quarter Corner of Section 6;

THENCE North 89°09'59" East, along the North line of said SEW1/4, a distance of 2,767.00 feet to the POINT OF BEGINNING.

EXCEPTING THEREFROM:

COMMENCING at the East Quarter Corner of Section 6;

THENCE South 05°10'08" West, along the East line of said SE1/4, a distance of 1,406.77 feet to the South 1/16th Corner of Section 6;

THENCE South 89°52'38" West along the South line of the North Half of the SE1/4 a distance of 30.13 feet to the POINT OF BEGINNING;

THENCE South 89°52'38" West, continuing along said South line, a distance of 280.00 feet;

THENCE North 05°10'08" East, parallel with and 310.00 feet West of, as measured at right angles to, the East Line of said Southeast Quarter, a distance of 150.00 feet;

THENCE North 89°09'59" East, parallel with the North line of said Southeast Quarter, a distance of 280.34 feet to a point on the East ROW of 83rd Avenue;

THENCE South 05°10'08" West, along said East ROW, a distance of 153.49 feet to the POINT OF BEGINNING.

Said described parcel of land contains 7,430,140 Square Feet or 170.573 Acres, more or less (±).

15

SCHNIEDER ANNEXATION

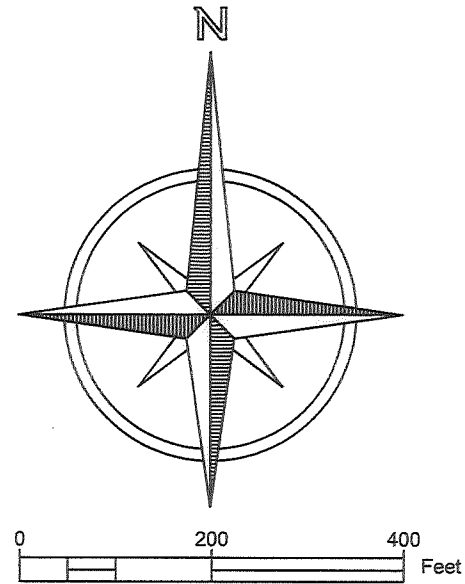
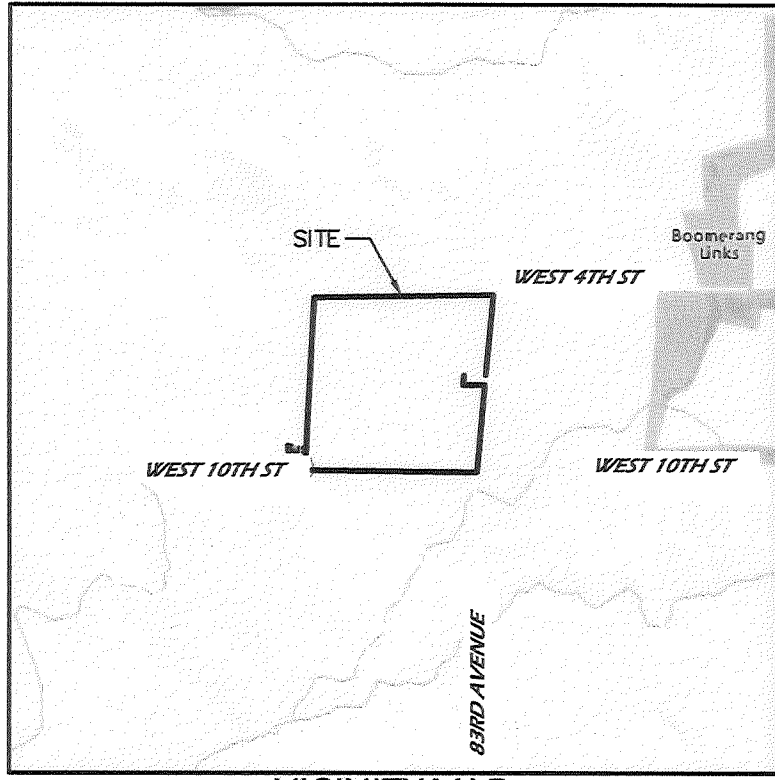
TO THE CITY OF GREELEY

SITUATE IN THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 5 NORTH, RANGE 66 WEST OF THE 6TH P.M.,

COUNTY OF WELD, STATE OF COLORADO.

170.573 ACRES

ANX2022-0007



LINE TABLE		
LINE	BEARING	LENGTH
L1	N88°44'22"E	30.19'
L2	S89°09'59"W	340.67'
L3	S05°10'08"W	150.00'
L4	N89°52'38"E	310.13'
L5	N88°46'19"E	30.19'
L6	S05°10'08"W	18.02'
L7	S02°52'33"W	40.03'
L8	S89°11'34"W	33.85'

PROPERTY DESCRIPTION

A parcel of land, situate in the Southeast Quarter (SE1/4) of Section Six (6) and the Southwest Quarter (SW1/4) of Section Five (5), Township Five North (T.5N.), Range Sixty-six West (R.66W.) of the Sixth Principal Meridian (6th P.M.), County of Weld, State of Colorado and being more particularly described as follows:

BEGINNING at the East Quarter Corner of said Section 6, monumented by a 2" steel pipe with a 2.5" aluminum cap stamped LS 11989, and assuming the East line of said SE1/4 as bearing North 05°10'08" East, being a Grid Bearing of the Colorado State Plane, North Zone, North American Datum 1983/2011, a distance of 2,813.51 feet, monumented at the Southeast Corner by a #6 rebar with a 3.25" aluminum cap stamped LS 25381 and with and with all other bearings contained herein relative thereto;

THENCE North 88°44'22" East, along the North line of the SW1/4 of said Section 5, a distance of 30.19 feet to the East Right of Way (ROW) of 83rd Avenue;
THENCE South 05°10'08" West, along said East ROW, a distance of 1,253.11 feet to an extension of the North line of that parcel described in the Warranty Deed as recorded November 3, 1975 as Reception No. 1683697 of the Weld County Clerk & Recorder (WCCR);
Thence along said extension and along the North, West and South lines of said parcel the following three courses;
THENCE South 89°09'59" West a distance of 340.67 feet;
THENCE South 05°10'08" West, parallel with and 310.00 feet West of, as measured at right angles to, the East Line of said Southeast Quarter, a distance of 150.00 feet;
THENCE North 89°52'38" East, parallel with the North line of said Southeast Quarter, a distance of 310.13 feet to the South 1/16th corner;
THENCE North 88°46'19" East a distance of 30.19 feet to the Northwest corner of the Golden Triangle Third Annexation as recorded December 27, 1984 as Reception No. 1993145 of the (WCCR) said corner being on the North line of the South Half of said SW1/4;
THENCE South 05°10'08" West, along the West line of said Reception No. 1993145, a distance of 1,366.76 feet to a point on the Northerly line of Golden Triangle First Annexation, as recorded November 1, 1984 as Reception No. 1987263 of the WCCR;
Thence along the North and West lines of said Reception No. 1987263 the following three courses:
THENCE South 89°11'34" West a distance of 33.85 feet;
THENCE North 89°22'51" West a distance of 2,648.61 feet to a point on the West line of said SE1/4, from whence the South Quarter Corner of Section 6 bears South 02°52'33" West a distance of 40.03;
THENCE North 02°52'33" East a distance of 2,696.59 feet to the Center Quarter Corner of Section 6;
THENCE North 89°09'59" East, along the North line of said SE1/4, a distance of 2,767.00 feet to the POINT OF BEGINNING.

Said described parcel of land contains 7,420,917 Square Feet or 170.361 Acres, more or less (±).

CITY COUNCIL APPROVAL

Approved by the Greeley City Council on this ____ day of _____, 20____.

Mayor

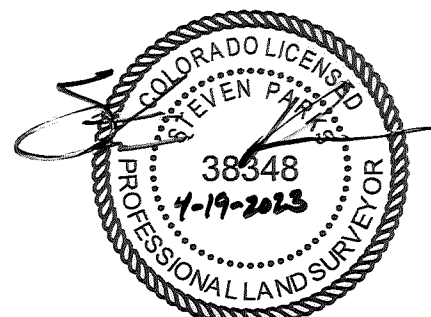
City Clerk

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)

SURVEYOR'S CERTIFICATE

That I, Steven Parks, do hereby certify that I prepared this plat from an actual and accurate survey of this land, including all existing rights-of-way and easements, and that the corner monuments shown thereon were properly placed under my supervision, in accordance with the regulations of the State of Colorado.



Steven Parks - On Behalf of Majestic Surveying, LLC
Colorado Licensed Professional Land Surveyor #38348

ANNEXATION TABLE

TOTAL BOUNDARY: 11,627.11 L.F.
CONTIGUOUS BOUNDARY: 6,745.81 L.F.
1/6 OF TOTAL BOUNDARY 1,937.85 L.F.
RATIO= 1 : 1.72

TITLE COMMITMENT NOTE

For all information regarding easements, rights-of-way and title of records, Majestic Surveying, LLC relied upon Title Commitment Number: 459-H0661098-084-0AA Amendment No. 4, dated January 31, 2022, as prepared by Heritage Title Company to delineate the aforesaid information.

This survey does not constitute a title search by Majestic Surveying, LLC to determine ownership or easements of record.

BASIS OF BEARINGS AND LINEAL UNIT DEFINITION

Assuming the East line of the Southeast Quarter of Section 6, Township 5 North, Range 66 West of the 6th P.M. monumented as shown on this drawing, as bearing North 05°10'08" East, being a Grid Bearing of the Colorado State Plane, North Zone, North American Datum 1983/2011, a distance of 2,813.51 feet and with all other bearings contained herein relative thereto.

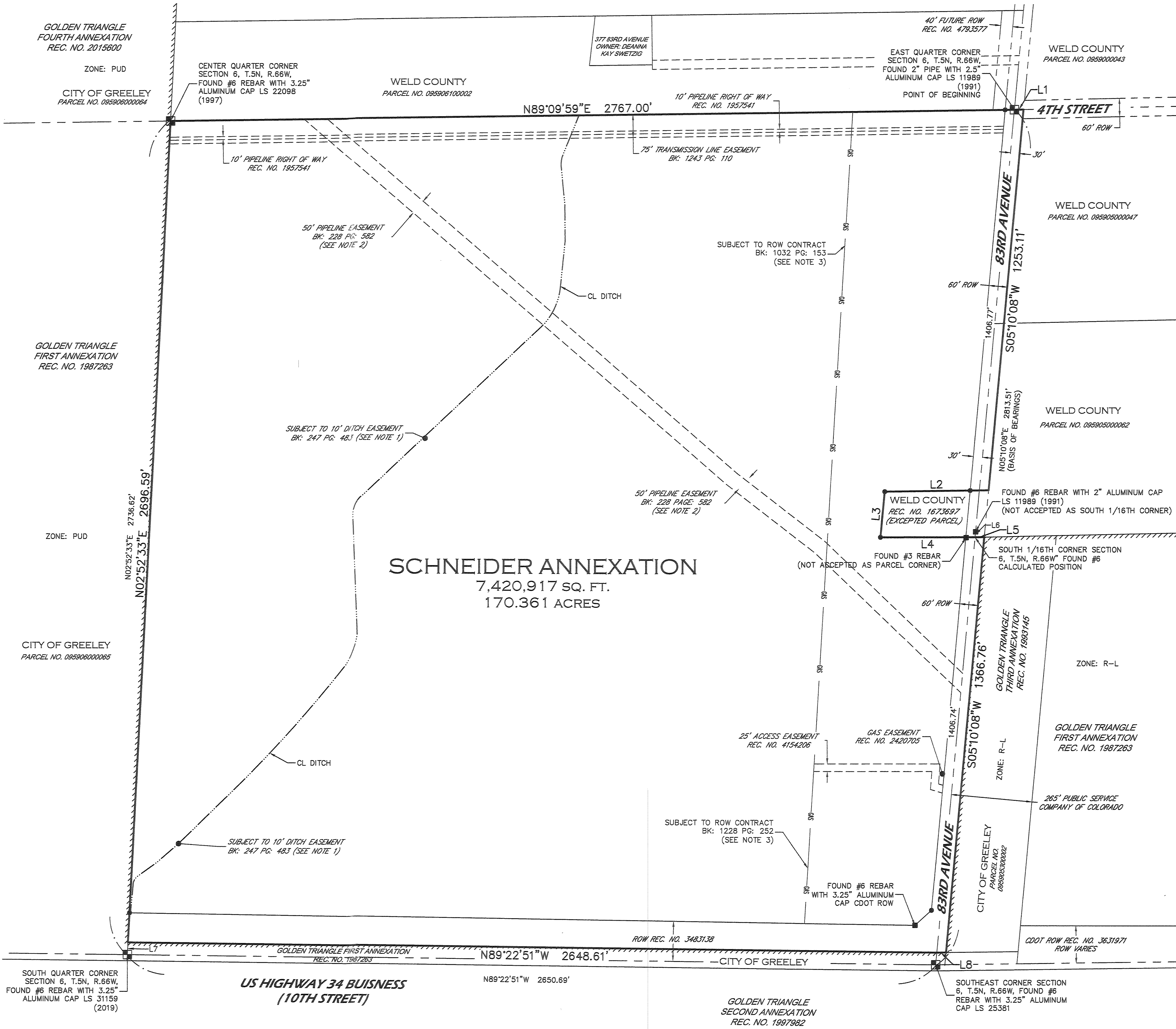
The lineal dimensions as contained herein are based upon the "U.S. Survey Foot".

SURVEYOR'S NOTES

- Location of ditch does not coincide with deeded courses recorded December 7, 1906 in Book 247, Page 483 of the records of the Weld County Clerk and Recorder. Deeded calls do not close to section line.
- Location of Pipeline easement recorded January 25, 1906 in Book 228, Page 582 of the records of the Weld County Clerk and Recorder, is based upon field location and observations on May 6, 2022.
- Dimensions for the Right of Way easement in Book 1228 Page 252 are not given.

LEGEND

	EXISTING CITY LIMITS		ALIQUOT CORNER AS DESCRIBED
	ANNEXATION BOUNDARY		FOUND MONUMENT AS DESCRIBED
	EASEMENT LINE		CALCULATED POSITION
	RIGHT OF WAY LINE		FOUND 24" OF #4 REBAR WITH RED PLASTIC CAP LS 38348
	SECTION LINE		
	ADJACENT PARCEL		
	APPROXIMATE CENTERLINE DITCH		



PROJECT NO: 2022194	NAME: SCHNEIDER PROPERTY	REVISIONS:	DATE:
DATE: 7-19-2022	CLIENT: LANDONE	REDLINES	12-14-22
DRAWN BY: MAK	FILE NAME: 2022194ANNEX		
CHECKED BY: SIP	SCALE: 1" = 200'		

1

SHEET 1 OF 1

PETITION FOR ANNEXATION

Schneider Annexation

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF GREELEY,
COLORADO:

The undersigned, in accordance with Title 31, Article 12, Chapters 101 et. seq., Colorado Revised Statutes, 1973, as amended, hereby petition the City Council of the City of Greeley for annexation to the City of Greeley of the territory described herein and described and shown on the map designated, "Schneider Annexation." The applicable number of said map (at least four) are submitted herewith and by this reference are incorporated herein. The description of the territory hereby petitioned for annexation to the City of Greeley is set forth in Exhibit A attached hereto and incorporated herein by reference.

In support of this petition, the Petitioner(s) allege(s) that:

1. It is desirable and necessary that the above-described territory be annexed to the City of Greeley.
2. The requirements of Section 31-12-104 and 31-12-105 of the Colorado Revised Statutes exist or have been met in that:
 - A. Not less than one-sixth (1/6) of the perimeter of the area proposed to be annexed is contiguous with the City of Greeley.
 - B. A community of interest exists between the territory proposed to be annexed and the City of Greeley.
 - C. The territory sought to be annexed is urban or will be urbanized in the near future.
 - D. The territory sought to be annexed is integrated or is capable of being integrated with the City of Greeley.
3. In establishing the boundaries of the territory proposed to be annexed, no land held in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate, has/have been divided into separate parts or parcels of real estate without the written consent of the land owner or land owners thereof, except and unless where such tracts or parcels are already separated by a dedicated street, road, or other public way.
4. In establishing the boundaries of the territory proposed to be annexed, no land held in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate comprising twenty (20) acres or more which, together with the buildings and improvements situated thereon have an assessed

valuation in excess of \$200,000 for ad valorem tax purposes for the year next preceding the filing of the written petition for annexation, has/have been included within the territory proposed to be annexed without the written consent of the land owner or land owners.

5. The territory proposed to be annexed does not include any area which is the same or substantially the same area in which an election for an annexation to the City of Greeley was held within the twelve months preceding the filing of this petition.
6. The territory proposed to be annexed does not include any area included in another annexation proceeding involving a city other than the City of Greeley.
7. The territory proposed to be annexed is not presently a part of any incorporated city, city and county, or town.
8. The property owned by each petitioner is described on each separate signature sheet and, when needed, described more fully in the exhibits attached hereto and incorporated herein by reference.
9. The signer(s) of this petition comprise(s) more than fifty percent (50%) of the land owners and owning more than fifty percent (50%) of the property, excluding public streets and alleys, and any land owned by the annexing municipality, and are, in fact, owners of one hundred percent (100%) of the property set forth in Exhibit A attached hereto and incorporated herein by reference.

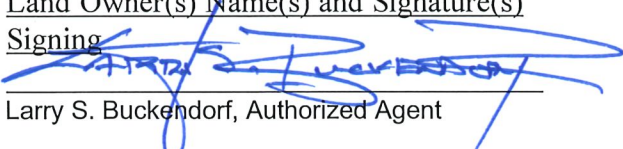
Accompanying this petition are the original and four copies of an annexation plat map containing the following information:

- A. A written legal description of the boundaries of the area proposed to be annexed.
- B. A map showing the boundary of the area proposed to be annexed.
- C. Within the annexation boundary map, an identification of the location of each ownership tract in unplatted land and, if part or all of the area is platted, the boundaries and the plat numbers of plots or of lots and blocks. Also within the boundary map, identification of any special districts the area proposed to be annexed may be part of.
- D. Next to the boundary of the area proposed to be annexed, a drawing of the contiguous boundary of the annexing municipality and the contiguous boundary of any other municipality abutting the area proposed to be annexed.

13

- E. A surveyor's certificate prepared by a registered land surveyor that attests to the preparation of the map and certifies at least one-sixth (1/6) contiguity to the City of Greeley.
- F. Acceptance block describing the acceptance action of the City of Greeley in form and substance as provided in Appendix A of the Subdivision Regulations of the City of Greeley and providing for the effective date and City Clerk and Mayor attest signatures.
10. Except as otherwise provided, no part of the territory sought to be annexed is more than three miles from a point on the municipal boundary, as such was established more than one year before this annexation will become effective.
11. As an expressed condition of annexation, land owner(s) consent(s) to inclusion into the Northern Colorado Water Conservancy District and the municipal subdistrict pursuant to Section 37-45-136 (3.6) C.R.S. Land owner(s) acknowledge(s) that, upon inclusion into the district and subdistrict, land owner's (s') property will be subject to the same mill levies and special assessments as are levied or will be levied on other similarly situated property in the district and subdistrict at the time of inclusion of land owner's(s') lands. Land owner(s) agree(s) to waive any right to an election which may exist to require an election pursuant to Article X, Section 20, of the Colorado Constitution before the district and subdistrict can impose such mill levies and special assessments as it has the authority to impose. Land owner(s) also agree(s) to waive, upon inclusion, any right which may exist to a refund pursuant to Article X, Section 20, of the Colorado Constitution.

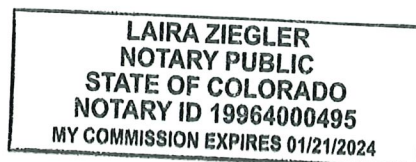
THEREFORE, the undersigned respectfully petition(s) and requests the City Council of the City of Greeley, to approve annexation of the territory described and referred to in Exhibit A to the City of Greeley in accordance with and pursuant to the statutes of the State of Colorado.

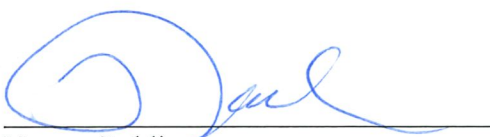
<u>Land Owner(s) Name(s) and Signature(s)</u>	<u>Mailing Address</u>	<u>Date of</u>
<u>Signing</u>  Larry S. Buckendorf, Authorized Agent	7251 W. 20th Street, L-200 Greeley, CO 80634	June 7th, 2023

Subscribed and sworn to before me this 8 day of June, 2023, by
Larry S Buckendorf.

Witness my hand and official seal.

My commission expires: 1-21-24




Notary Public



Council Agenda Summary

July 18, 2023

Key Staff Contact: Cole Gustafson - Source Water Supply Manager, Sean Chambers, Water & Sewer Director

Title:

Introduction and first reading of an Ordinance authorizing the divestment of city-owned water rights represented by shares of capital stock in the Delta Irrigation Company

Summary:

This ordinance authorizes the trade and divestment of City of Greeley-owned water rights through a Water Trade Agreement ("Agreement"). The Agreement contemplates the City of Greeley conveying three shares of stock in the Delta Irrigation Company ("Patterson Ditch") to Calven Goza in exchange for four and one-half shares of stock in the Cache La Poudre Reservoir Company ("CPRC") and three shares of stock in the New Cache la Poudre Irrigation Company ("NCPIC"). Dry-up covenants are not included for any of the water rights in this trade. Staff recommends the trade, among other reasons, because 1) the City will be acquiring the CPRC & NCPIC water rights below market value; 2) the CPRC & NCPIC water rights can be used in Greeley's non-pot system; and 3) there is no ongoing future need for the Patterson Ditch shares.

The City acquired the Patterson Ditch shares when it purchased the Dill Farm property, in East Greeley adjacent to CR-49 decades ago for future Wastewater uses. The shares cannot be used on the Dill Farm without major infrastructure investments that will likely have no return to the City given the property's long-range intended uses by the City or other possible commercial uses. The Patterson Ditch shares do have value to other farmers on the ditch and W&S proposes to trade them as consideration for water rights we can make more immediate use of for the benefit of the City.

Execution of the trade requires approval by ordinance to divest the Delta Irrigation Company (Patterson Ditch) shares. At their June 21, 2023, the Greeley Water & Sewer Board made a finding that the Patterson Ditch water rights are not currently being used nor held for a governmental purpose, authorized and recommended to City Council the divestment of the water rights and approval of the Water Rights Trade Agreement with Calven Goza. In doing so, the Board recommended that the City Council authorize the disposition of the three Patterson Ditch shares.

Fiscal Impact:

Does this item create a fiscal impact on the City of Greeley?	Yes
If yes, what is the initial, or, onetime impact?	<\$15,000.00 in inspection and closing costs
What is the annual impact?	None
What fund of the City will provide Funding?	Water Acquisition Fund
What is the source of revenue within the fund?	Cash-in-Lieu
Is there grant funding for this item?	No

Legal Issues:

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

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

Section 17-4(c) of the City Charter requires that any sale or exchange of water, including the exchange of water rights previously acquired by the Water and Sewer Department with enterprise funds, be approved by City Council. The divestment of water rights not being used or held for a governmental purpose may be authorized by ordinance.

Other issues and Considerations:

The trade of water rights does not include a cash payment to either party. The only costs will be from performing an inspection and due diligence of the water rights and closing services.

Strategic Focus Area:



Infrastructure and Mobility

Decision Options:

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

Council's Recommended Action:

A motion to introduce the ordinance and schedule the public hearing and second reading for August 1, 2023

Attachments:

1. Ord 31, 2023 - Divestment of Delta Water Rights
2. Divestment of Delta Water Rights Trade Agreement
3. Presentation

CITY OF GREELEY, COLORADO
ORDINANCE NO. 31, 2022

**AN ORDINANCE AUTHORIZING THE DIVESTMENT OF CITY-OWNED WATER RIGHTS REPRESENTED BY
SHARES OF CAPITAL STOCK IN THE DELTA IRRIGATION COMPANY**

WHEREAS, the City of Greeley, acting by and through its Water and Sewer Board, acquired three (3) shares of capital stock in the Delta Irrigation Company evidenced by Stock Certificate No. 270, ("Delta Water Rights") from its purchase of real property located at 1734 Holly Avenue in unincorporated Weld County and identified as Parcel No. 0961114000 ("Dill Farm") for the purpose of certain Water and Sewer future operations needs; and

WHEREAS, since acquiring the Dill Farm property and the Delta Water Rights, which have historically been delivered via the Patterson Ditch, the City has had no ongoing or future use for the water rights; and

WHEREAS, the City recently received an offer to trade the Delta Water Rights for certain water rights represented by four and one half (4.5) shares of capital stock in The Cache La Poudre Reservoir Company ("CLPRC"), and three (3) shares of stock in The New Cache La Poudre Irrigating Company ("New Cache"), as is described more particularly in the Water Rights Trade Agreement and exhibits attached hereto as Exhibit A ("Water Rights Trade Agreement"); and

WHEREAS, Section 17-4(c) of the Charter for the City of Greeley requires that any sale or exchange of water, including the exchange of water rights previously acquired by the Water and Sewer Department with enterprise funds, be approved by City Council; and

WHEREAS, the City Council may authorize by ordinance the divestment of water rights that are not being used or held for a governmental purpose; and

WHEREAS, the Water and Sewer Board on June, 21 2023 made a finding that the Delta Water Rights are not currently being used or held for a governmental purpose, approved the Water Rights Trade Agreement, and recommended the same action to City Council; and

WHEREAS, the City Council has determined that a trade of the Delta Water Rights for the water rights represented by four and one half (4.5) CLPRC shares, and three (3) New Cache shares, as is described more particularly in the Water Rights Trade Agreement, is in the best interests of the citizens of the City of Greeley.

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

Section 1. The City Council finds that the Delta Water Rights are not being used or held for a governmental purpose, and are surplus property unnecessary to retain for any governmental purpose.

Section 2. The City Council authorizes the divestment of the Delta Water Rights, in accordance with the terms and conditions of the Water Rights Trade Agreement and exhibits attached hereto as Exhibit A.

Section 3. The City Council authorizes the Director of the Water and Sewer Department, or his designee, to make minor amendments to the Water Rights Trade Agreement and exhibits, including, but not limited to, corrections to property descriptions and contract extensions.

Section 4. Upon the satisfaction of all contract terms and conditions, including any amendments made thereto, the City Council authorizes (i) the Mayor to execute a deed conveying the Delta Water Rights, (ii) the Director of the Water and Sewer Department, or his designee, to execute all other documents necessary to complete the transaction contemplated by the Water Rights Trade Agreement, and (iii) the Director of the Water and Sewer Department, or his designee, to undertake all other necessary and appropriate action to complete the transaction.

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

PASSED AND ADOPTED, SIGNED AND APPROVED ON THIS ____ DAY OF AUGUST 2023.

ATTEST

CITY OF GREELEY, COLORADO

By: City Clerk

By: Mayor

WATER RIGHTS TRADE AGREEMENT
(Calven T. Goza)

This WATER RIGHTS TRADE AGREEMENT (“Agreement”) is entered into as of the Effective Date by and between CALVEN T. GOZA, a natural person residing in Colorado (“Goza”), and THE CITY OF GREELEY, COLORADO, a Colorado home rule municipal corporation acting by and through its Water Enterprise (“Greeley”). Goza and Greeley are each referred to in this Agreement as a “Party” and collectively as the “Parties.”

RECITALS

A. Goza owns those certain storage rights represented by four and one half (4.5) shares of capital stock in THE CACHE LA POUDRE RESERVOIR COMPANY (“CLPRC”), evidenced by Stock Certificate No. 4192, issued in the name of Goza (“CLPRC Certificate”) and those certain water rights represented by three (3) shares of stock in THE NEW CACHE LA POUDRE IRRIGATING COMPANY (“New Cache”), evidenced by Stock Certificate No. 4993, issued in the name of Goza (“New Cache Certificate”) (collectively “Goza Water Rights”).

B. To the best of the Parties’ knowledge and belief, the Goza Water Rights have historically been used for irrigation of the real property described on Exhibit A (“Goza Property”),

C. Greeley owns those certain water rights represented by three (3) shares of capital stock in THE DELTA IRRIGATION COMPANY (“Delta”), evidenced by Stock Certificate No. 270 (“Delta Certificate”), which water rights have historically been delivered via the Patterson Ditch (“Greeley Delta Water Rights”).

D. To the best of the Parties’ knowledge and belief, the Greeley Delta Water Rights have historically been used for the irrigation of the real property located at 1734 Holly Avenue in unincorporated Weld County and identified as Parcel No. 096111400010 (“Greeley Property”).

E. Goza desires to convey to Greeley the Goza Water Rights, and in exchange for such conveyance, Greeley desires to convey to Goza the Greeley Delta Water Rights.

NOW THEREFORE, for and in consideration of the mutual promises and covenants contained in this Agreement, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Goza and Greeley agree as follows.

AGREEMENT

ARTICLE 1
DEFINITIONS

In addition to words and terms elsewhere defined in this Agreement, including the Recitals above, the following words and terms used in this Agreement have the following meanings:

- 1.1 “*Agreement*” means this Water Rights Trade Agreement.
- 1.2 “*Closing*” means the closing of this transaction.
- 1.3 “*Closing Date*” means the date upon which the Closing occurs.
- 1.4 “*CLPRC*” means THE CACHE LA POUDRE RESERVOIR COMPANY.
- 1.5 “*CLPRC Certificate*” means the stock certificate described in Recital A above.
- 1.6 “*City Council*” means the City of Greeley City Council.
- 1.7 “*Delta*” means THE DELTA IRRIGATION COMPANY.
- 1.8 “*Delta Certificate*” means the stock certificate described in Recital C above.
- 1.9 “*Diligence*” has the meaning given in Section 4.1.C.
- 1.10 “*Effective Date*” means the date upon which the last signatory has executed this Agreement and the Agreement takes legal effect.
- 1.11 “*Governing Body Approvals*” has the meaning given in Section 5.1.
- 1.12 “*Goza Off-Record Documents*” has the meaning given in Section 3.1.D.
- 1.13 “*Goza Water Rights*” means the New Cache and CLPRC water rights described in Recital A above, all of which Goza will convey to Greeley at Closing.
- 1.14 “*Goza Title Documents*” has the meaning given in Section 3.1.A.
- 1.15 “*Greeley Delta Water Rights*” means the Delta water rights described in Recital D above, which Greeley will convey to Goza at Closing.
- 1.16 “*Greeley Off-Record Documents*” has the meaning given in Section 3.3.C.
- 1.17 “*Greeley Title Documents*” has the meaning given in Section 3.3.A.
- 1.18 “*Inspections*” has the meaning given in Sections 4.1.A.
- 1.19 “*Inspection Period*” means the 45-day period from the Effective Date during which the Parties may conduct their due diligence, as described in Section 4.1.A.
- 1.20 “*Material Part*” means a portion of either the Greeley Delta Water Rights or the Goza Water Rights that would have a material adverse effect on the use of such property as determined by the acquiring Party in its sole good faith judgment, as described in Article 9 below.
- 1.21 “*New Cache*” means the THE NEW CACHE LA POUDRE IRRIGATING COMPANY.

1.22 “*New Cache Certificate*” means the stock certificate described in Recital A above.

1.23 “*New Cache and CLPRC Water Rights*” means the water rights represented by the New Cache Certificate and CLPRC Certificate and described in Recital A above.

1.24 “*Permitted Exceptions*” has the meaning given in Section 3.5.

1.25 “*Title Company*” means Land Title Guarantee Company, located at 4617 West 20th Street, Suite B, Greeley, Colorado 80634, or such other substitute title company upon which Goza and Greeley mutually agree if necessary.

1.26 “*Water and Sewer Board*” means the City of Greeley Water and Sewer Board.

ARTICLE 2 TRADE OF WATER RIGHTS

2.1 Conveyance of Goza Water Rights to Greeley. Goza agrees to convey to Greeley, on the terms and conditions set forth in this Agreement, the Goza Water Rights.

A. Exclusions. There are no exclusions from the Goza Water Rights.

2.2 Conveyance of Greeley Delta Water Rights to Goza. Greeley agrees to convey to Goza, on the terms and conditions set forth in this Agreement, the Greeley Delta Water Rights.

A. Exclusions. There are no exclusions from the Greeley Delta Water Rights.

ARTICLE 3 TITLE

3.1 Within fourteen (14) days after the Effective Date of this Agreement, Goza shall provide the following to Greeley for review:

A. A commitment for an owner’s policy of title insurance (“New Cache and CLPRC Title Commitment”) issued by the Title Company to cover the real property historically irrigated by the Goza Water Rights, with such New Cache and CLPRC Title Commitment setting forth the status of title to such historically irrigated real property and showing the Title Company’s search results for all recorded liens, claims, encumbrances, easements, rights of way, encroachments, reservations, restrictions and other matters of record affecting title to such real property (the copies of all recorded documents in the New Cache and CLPRC Title Commitment are collectively referred to as the “Goza Title Documents”).

B. A fully executed historical consumptive use affidavit and questionnaire describing the historical use of the Goza Water Rights, in the form of the affidavit and questionnaire attached hereto as Exhibit B.

C. To the extent the same exist, true and correct copies of all New Cache and CLPRC documents related to the Goza Water Rights, including but not limited to, delivery records and share traces. Goza agrees that such documents, including but not limited to the share traces, are a necessary component of Greeley's inspection activities. Goza shall request such documents as soon as is reasonably possible after the Effective Date of this Agreement. The Parties acknowledge that these documents may not be available within fourteen days of the Effective Date of this Agreement. If the Company provides such documents less than seven (7) days before expiration of the Inspection Period, then the Inspection Period shall be automatically extended for an additional fourteen (14) days.

D. To the extent the same exist, true and correct copies of all: (i) documents that relate to the title, use, quantity, quality and condition of the Goza Water Rights, including, but not limited to, any deeds or other conveyances, assignments, permits, adjudications or court orders, any testing reports, and any records maintained by Goza; (ii) contracts or other agreements relating to the development, operation, maintenance or leasing or otherwise affecting the Goza Water Rights and/or historically irrigated property; and (iii) any engineering, investigation or inspection documents or reports related to the Goza Water Rights and/or historically irrigated property, (collectively referred to as "Goza Off-Record Documents").

3.2 Condition and Vesting of Title to the Goza Water Rights; Conveyance. At Closing, Goza shall convey the Goza Water Rights to Greeley, free and clear of all liens and encumbrances, by a special warranty deed in the form attached hereto as Exhibit C.

3.3 Within fourteen (14) days after the Effective Date of this Agreement, Greeley shall provide the following to Goza for review:

A. A commitment for an owner's policy of title insurance ("Delta Title Commitment") issued by the Title Company to cover the real property historically irrigated by the Greeley Delta Water Rights, with such Delta Title Commitment setting forth the status of title to such historically irrigated property and showing the Title Company's search results for all recorded liens, claims, encumbrances, easements, rights of way, encroachments, reservations, restrictions and other matters of record affecting title to such real property (the copies of all recorded documents in the Delta Title Commitment are collectively referred to as "Greeley Title Documents").

B. A fully executed historical consumptive use affidavit and questionnaire describing the historical use of the Greeley Delta Water Rights, in the form of the affidavit and questionnaire attached hereto as Exhibit B.

C. To the extent the same exist, true and correct copies of all Delta Irrigation Company documents related to the Greeley Delta Water Rights, including but not limited to, delivery records and share traces. Greeley agrees that such documents, including but not limited to the share traces, are a necessary component of Goza's inspection activities. Greeley shall request such documents as soon as is reasonably possible after the Effective Date of this Agreement. The Parties acknowledge that these documents may not be

available within fourteen days of the Effective Date of this Agreement. If the companies provides such documents less than seven (7) days before expiration of the Inspection Period, then the Inspection Period shall be automatically extended for an additional fourteen (14) days.

D. To the extent the same exist, true and correct copies of all: (i) documents that relate to the title, use, quantity, quality and condition of the Greeley Delta Water Rights, including, but not limited to, any deeds or other conveyances, assignments, permits, adjudications or court orders, any testing reports, and any records maintained by Greeley; (ii) contracts or other agreements relating to the development, operation, maintenance or leasing or otherwise affecting the Greeley Delta Water Rights and/or historically irrigated property; and (iii) any engineering, investigation or inspection documents or reports related to the Greeley Delta Water Rights and/or historically irrigated property, (collectively referred to as “Greeley Off-Record Documents”).

3.4 Condition and Vesting of Title to Greeley Delta Water Rights; Conveyance. At Closing, Greeley shall convey the Greeley Delta Water Rights to Goza, free and clear of all liens and encumbrances, by a special warranty deed in the form attached hereto as Exhibit C.

3.5 Disapproved Title Matters. Greeley or Goza may disapprove of any exceptions to title (“Disapproved Matter”) by delivering written notice of objection to other party either (i) prior to the expiration of the Inspection Period or (ii) if notice of such title exception is delivered after the expiration of the Inspection Period but prior to the Closing Date, then within ten days (10) days after receiving such notice from the other party or the Title Company. Any Disapproved Matter not objected to in writing prior to the expiration of the Inspection Period or within such ten (10) day period shall be deemed a Permitted Exception. Greeley or Goza may elect (but shall not be obligated) to cure any Disapproved Matter by (i) removing or causing the Disapproved Matter to be removed or resolved at curing party’s expense; (ii) by obtaining title insurance insuring against the effect of the Disapproved Matter; or (iii) by any other means acceptable to the other party (each a “Cure”). Within ten (10) days after receipt of such notice of a Disapproved Matter, the receiving party shall notify the other party in writing whether it elects to Cure such Disapproved Matter and, if it elects to do so, the method or means of the Cure. If the receiving party elects but fails or is unable to Cure a Disapproved Matter prior to the Closing Date, then the other party may, on the date of Closing, deliver written notice to the receiving party that it objects to the condition of the Goza Water Rights or Greeley Delta Water Rights in accordance with the terms and conditions of Article 8 below. If a Party does not exercise its rights pursuant to this Section 3.5, then it shall be deemed to have accepted any outstanding Disapproved Matters and the Parties shall proceed to Closing, subject to the provisions of this Agreement.

3.6 Title Insurance for the Water Rights. The purpose of the title commitments described above is to enable Greeley and Goza respectively to conduct the title review described in Article 4 below and said title commitments shall be updated as necessary up to the Closing. However, neither Goza nor Greeley shall have any obligation under this Agreement to purchase a title insurance policy after Closing. Either Greeley or Goza may elect to acquire this insurance if available at their own expense.

ARTICLE 4

INSPECTION PERIOD

4.1 Inspections.

A. Inspection Period; Greeley Right to Inspect. During the period of time commencing upon the Effective Date and continuing until 4:00 p.m., Mountain Time, on the forty-fifth (45th) day thereafter (“Inspection Period”), unless automatically extended in accordance with Section 3.1.C. or 3.3.B. above, Greeley and its authorized agents, representatives and consultants shall be entitled to: (i) contact and interview the employees, agents, or tenants of Goza to assist Greeley in determining the historical use of the New Cache Water Rights and CLPRC Water Rights; (ii) contact the officers, directors, attorneys, and shareholders of New Cache and CLPRC to inspect any company records and/or determine under what conditions New Cache and CLPRC will approve a change in the place of delivery or use, or the point of diversion, of the Goza Water Rights and other New Cache or CLPRC shares obtained or to be obtained by Greeley, pursuant to the bylaws of the companies or other applicable law (collectively referred to as “Inspections”). Goza agrees to cooperate with Greeley to facilitate such interviews and/or the signing of any affidavits of use of the Goza Water Rights or to facilitate such contact and/or request for information or determination by New Cache or CLPRC. Greeley shall bear all costs of such Inspections. Goza agrees to reasonably cooperate with any such Inspections made by or at Greeley’s direction.

B. Conditions of Greeley’s Access. Greeley and its authorized agents, representatives and consultants (i) shall not unreasonably interfere with the operation and maintenance of the Goza Property; (ii) shall comply with all reasonable requirements imposed upon them in connection with such inspections by Goza; (iii) shall not injure or otherwise cause bodily harm to Goza, their agents, contractors, tenants, or employees; (iv) shall promptly pay when due the costs of all Inspections done with regard to the Goza Property; and (v) shall not permit any liens to attach to the Goza Property by reason of the exercise of its rights hereunder.

C. Goza Right to Inspect. During the Inspection Period, and any extension thereof, Goza and its authorized agents, representatives and consultants shall be entitled to conduct the activities described as Inspections above with respect to the Greeley Water Rights on the Greeley Property, as Goza deems desirable, to allow Goza to evaluate the condition and use of the Greeley Water Rights (collectively referred to as “Diligence”). Goza shall bear all costs of the Diligence. Greeley agrees to reasonably cooperate with any such Diligence made by or at Goza’s direction.

D. Conditions of Goza’s Access. Goza and its authorized agents, representatives and consultants (i) shall not unreasonably interfere with the operation and maintenance of the Greeley Property; (ii) shall comply with all reasonable requirements imposed upon them in connection with such Diligence by Greeley or Greeley’s lessees; (iii) shall not injure or otherwise cause bodily harm to Greeley, their agents, contractors, employees or lessees; (iv) shall promptly pay when due the costs of all Diligence done with regard to the Greeley Property; (v) shall not permit any liens to attach to the Greeley

Property by reason of the exercise of its rights hereunder; and (vi) shall restore the Greeley Property as nearly as practicable to substantially the same condition in which it was found before any such Diligence activities were undertaken. Notwithstanding anything in this Agreement to the contrary, Goza shall not be permitted to perform any invasive tests without Greeley's prior written consent, which consent may be withheld in Greeley's sole discretion.

4.2 Objections.

A. Greeley's Objections. If during the Inspection Period, Greeley shall, for any reason, in Greeley's sole discretion, judgment and opinion, disapprove or be dissatisfied with any aspect of the Goza Water Rights or its Inspections relating thereto, Greeley shall be entitled to terminate this Agreement by giving written notice to Goza on or before the expiration of the Inspection Period, whereupon all materials exchanged by the Parties shall be returned and all provisions of this Agreement (with the exception of those obligations which by their nature are intended to survive the termination of this Agreement) shall terminate.

B. If during the Inspection Period, Goza shall, for any reason, in Goza's sole discretion, judgment and opinion, disapprove or be dissatisfied with any aspect of the Greeley Delta Water Rights or its Diligence relating thereto, Goza shall be entitled to terminate this Agreement by giving written notice to Greeley on or before the expiration of the Inspection Period, whereupon all materials exchanged by the Parties shall be returned and all provisions of this Agreement (with the exception of those obligations which by their nature are intended to survive the termination of this Agreement) shall terminate.

ARTICLE 5 CLOSING CONTINGENCIES; CLOSING

5.1 Closing Contingencies. Sections 5.1.A and 5.1.B are collectively referred to as the "Governing Body Approvals."

A. Board Approval of Transaction. Greeley's obligation to close on the acquisition of the Goza Water Rights and conveyance of the Greeley Delta Water Rights is contingent upon authorization of this transaction by the City of Greeley Water and Sewer Board ("Board"). In the event that the Board has not authorized closing this transaction prior to expiration of the Inspection Period, then, in such event, upon Greeley's written notice to Goza, this Agreement shall terminate, whereupon all materials exchanged by the Parties shall be returned and neither Party shall have any further obligation to the other hereunder except for those obligations which, by their nature, are intended to survive the termination of this Agreement.

B. City Council Authorization to Convey. Greeley's obligation to convey the Greeley Delta Water Rights is also subject to authorization by the City of Greeley City Council ("City Council"). In the event City Council does not authorize the conveyance

prior to expiration of the Inspection Period, then, in such event, upon Greeley's written notice to Goza, this Agreement shall terminate, whereupon all materials exchanged by the Parties shall be returned and neither Party shall have any further obligation to the other hereunder except for those obligations which, by their nature, are intended to survive the termination of this Agreement.

5.2 Closing. The Closing shall occur at 1:30 p.m. at the Title Company, fourteen (14) days after the expiration of the Inspection Period, or by mutual agreement of the Parties at an alternate date and time.

5.3 Transactions at Closing.

A. On or before the Closing Date, Goza shall deliver or cause to be delivered to the Title Company, acting as escrow agent, the following documents duly executed and acknowledged where appropriate:

(1) A special warranty deed conveying the Goza Water Rights to Greeley, free and clear of all liens and encumbrances except the Permitted Exceptions, in the form attached as Exhibit C.

(2) The original New Cache Certificate and CLPRC Certificate.

(3) Stock assignments transferring ownership of the New Cache Certificate and CLPRC Certificate, and the Goza Water Rights represented thereby, in a form acceptable to the companies.

(4) A final closing settlement statement.

(5) Such other documents as may be reasonably necessary and appropriate to complete the Closing of the transaction contemplated herein.

B. On or before the Closing Date, Greeley shall deliver to the Title Company, acting as escrow agent, the following:

(1) A special warranty deed conveying the Greeley Delta Water Rights free and clear of all liens and encumbrances except the Permitted Exceptions, in the form attached as Exhibit C.

(2) The original Delta Certificate.

(3) A stock assignment transferring ownership of the Delta Certificate, and the Greeley Delta Water Rights represented thereby, in a form acceptable to the company.

(4) Water and Sewer Board meeting minutes and the City Council ordinance evidencing Greeley's full authority and capacity close on this transaction.

(5) A final closing settlement statement.

(6) Such other documents as may be reasonably necessary and appropriate to complete the Closing of the transaction contemplated herein.

ARTICLE 6 PRORATIONS; CLOSING COSTS

6.1 Ditch Assessments. Greeley agrees to fully pay and continue to pay any and all assessments, including special assessments, levied by the companies (or lateral or augmentation companies) associated with and accruing to the Greeley Delta Water Rights up to and including the Closing Date. Goza agrees to fully pay and continue to pay any and all assessments, including special assessments, levied by the companies (or lateral or augmentation companies) associated with and accruing to the Goza Water Rights up to and including the Closing Date. Greeley and Goza agree to assume any such future obligations for assessments associated with the rights respectively acquired by each Party and incurred after the Closing Date.

6.2 Closing Costs. Greeley shall pay for the cost of recording of the deed for the Goza Water Rights, water stock transfer fees for the Goza Water Rights, the cost of the title commitment described in Section 3.1.A. above, and one-half (1/2) of the Title Company closing and/or escrow costs. Goza shall pay for the cost of recording the deed for the Greeley Delta Water Rights, water stock transfer fees for the Greeley Delta Water Rights, the cost of the title commitment described in Section 3.3.A. above, and one-half (1/2) of the Title Company closing and/or escrow costs. Each Party shall pay its own attorneys' fees.

ARTICLE 7 REPRESENTATIONS AND WARRANTIES

7.1 Goza represents and warrants to Greeley as follows:

A. Ownership and Encumbrances. Goza is now and will remain, until the conclusion of the Closing, the lawful owner of the Goza Water Rights. To the best of Goza's knowledge, the Goza Water Rights are free of any liens, encumbrances and third party claims except those of Greeley pursuant to this Agreement. From the Effective Date of this Agreement until the Closing, Goza shall not encumber the Goza Water Rights or any interest therein in any way nor grant any property or contract right relating to the Goza Water Rights or any other interests without the prior written consent of Greeley.

B. Litigation. To Goza's current actual knowledge, there is no dispute, action or litigation pending or threatened respecting the ownership or use of the Goza Water Rights or other interests related thereto.

C. Contracts, Leases and Agreements. From the Effective Date of this Agreement until the Closing, unless accepted by Greeley in writing, Goza shall not enter into any contracts, leases, licenses, commitments or undertakings respecting the use or maintenance of the Goza Water Rights by which Greeley would be obligated or liable to any third party.

D. Status. Goza has all requisite legal power and authority to own and convey the Goza Water Rights and perform all of the terms of this Agreement.

E. No Abandonment. The New Cache and CLPRC Water Rights have not been abandoned by Goza.

F. Compliance with Law. To the best of Goza's current actual knowledge, Goza has complied in all material respects with all laws, rules, regulations, ordinances, orders, judgments and decrees applicable to the Goza Water Rights, and to Goza's current actual knowledge there is no proposed order, judgment, decree, governmental taking or other proceeding applicable to Goza which might adversely affect the Goza Water Rights.

Goza shall provide Greeley with a written certification at Closing confirming that the foregoing representations are true and correct as of the Closing Date.

7.2 Greeley represents and warrants to Goza as follows:

A. Ownership and Encumbrances. Greeley is now and will remain, until the conclusion of the Closing, the lawful owner of the Greeley Delta Water Rights. To the best of Greeley's knowledge, the Greeley Water Rights is free of any liens, encumbrances and third party claims except the Permitted Exceptions and those of Goza pursuant to this Agreement. From the Effective Date of this Agreement until the Closing, and except for the Permitted Exceptions, Greeley shall not encumber the Greeley Delta Water Rights or any interest therein in any way nor grant any property or contract right relating to the Greeley Delta Water Rights or any other interests without the prior written consent of Goza.

B. Litigation. To Greeley's current actual knowledge, there is no dispute, action or litigation pending or threatened respecting the ownership or use of the Greeley Delta Water Rights or other interests related thereto.

C. Contracts, Leases and Agreements. From the Effective Date of this Agreement until the Closing, unless accepted by Goza in writing, Greeley shall not enter into any contracts, leases, licenses, commitments or undertakings respecting the use or maintenance of the Greeley Delta Water Rights by which Goza would be obligated or liable to any third party.

D. Status. Greeley has all requisite legal power and authority to own and convey the Greeley Delta Water Rights and perform all of the terms of this Agreement.

E. No Abandonment. The Greeley Delta Water Rights have not been abandoned by Greeley.

F. Compliance with Law. To the best of Greeley's current actual knowledge, Greeley has complied in all material respects with all laws, rules, regulations, ordinances, orders, judgments and decrees applicable to the Greeley Delta Water Rights, and to Greeley's current actual knowledge there is no proposed order, judgment, decree,

governmental taking or other proceeding applicable to Greeley which might adversely affect the Greeley Delta Water Rights.

Greeley shall provide Goza with a written certification at Closing confirming that the foregoing representations are true and correct as of the Closing Date.

7.3 Greeley Water Rights Adjudication. The Parties acknowledge and agree that a change of the Goza Water Rights and/or other water rights adjudications may be necessary to allow Greeley's use of the Goza Water Rights for its intended purposes. Unless this Agreement is terminated pursuant to the provisions herein, Goza agrees that it shall not oppose, but shall cooperate with Greeley, in any actions Greeley files in Water Court or administrative or other proceedings for approval of the use of the Goza Water Rights as part of an application for new water rights (including direct flow or storage rights), changes of water rights, exchanges or plans for augmentation or substitution or in connection with the Goza Water Rights. Goza agrees that Greeley may include the Goza Water Rights in any such application before the Closing Date, provided that Greeley promptly withdraws the Goza Water Rights from any such application if this Agreement is terminated and Closing does not occur. Goza shall not be required to file briefs in support of Greeley's application or take any affirmative action other than to appear and testify honestly about the Goza Water Rights and provide any documentation of use or other relevant historical use information. The terms and provisions set forth in this Section 7.3 and the covenants and obligations arising therefrom shall survive the Closing and shall not be deemed merged into the closing documents.

7.4 Goza Water Rights Adjudication. The Parties acknowledge and agree that a change of the Greeley Delta Water Rights and/or other water rights adjudications may be necessary to allow Goza's use of the Greeley Delta Water Rights for its intended purposes. Unless this Agreement is terminated pursuant to the provisions herein, Greeley agrees that it shall not oppose, but shall cooperate with Goza, in any action Goza files in Water Court or administrative or other proceedings for approval of the use of the Greeley Delta Water Rights as part of an application for new water rights (including direct flow or storage rights), changes of water rights, exchanges or plans for augmentation or substitution or in connection with the Greeley Delta Water Rights. Greeley shall not be required to file briefs in support of Goza's application or take any affirmative action other than to appear and testify honestly about the Greeley Delta Water Rights and provide any documentation of use or other relevant historical use information. The terms and provisions set forth in this Section 7.4 and the covenants and obligations arising therefrom shall survive the Closing and shall not be deemed merged into the closing documents.

ARTICLE 8

CONDITIONS TO CLOSING; REMEDIES

8.1 Goza Conditions. The obligation of Goza to convey the Goza Water Rights under this Agreement is subject to the satisfaction of the following conditions precedent or conditions concurrent (the satisfaction of which may be waived only in writing by Goza):

A. Delivery and execution by Greeley of all monies, items, and other instruments required to be delivered by Greeley to the Closing.

B. All of the actions by Greeley required by this Agreement shall have been completed.

C. There shall be no uncured default by Greeley of any of its obligations under this Agreement.

D. The representations and warranties made by Greeley as specifically set forth herein shall be true and correct as of the Closing Date.

8.2 Greeley Conditions. The obligation of Greeley to acquire the Goza Water Rights and convey the Greeley Delta Water Rights under this Agreement is subject to the satisfaction of the following conditions precedent or conditions concurrent (the satisfaction of which may be waived only in writing by Greeley):

A. Satisfaction of all closing contingencies in Article 5 above.

B. Delivery and execution by Goza of all items and other instruments required to be delivered by Goza to the Closing.

C. All of the actions by Goza contemplated by this Agreement shall have been taken.

D. There shall be no uncured default by Goza of any of its obligations under this Agreement.

E. The representations and warranties made by Goza as specifically set forth herein shall be true and correct as of the Closing Date.

8.3 Failure of Condition.

A. Except as set forth in Section 8.3B below, in the event of a failure of any condition contained in Section 8.2, Greeley may in its sole discretion:

(1) Terminate this Agreement by notice to Goza, in which event all materials exchanged by the Parties shall be returned and neither Party shall have any further obligation to the other hereunder except for those obligations which, by their nature, are intended to survive the termination of this Agreement.; or

(2) Greeley may waive such default or condition and close the transaction; or

(3) If the failure of condition consists of a default by Goza which can be cured by action within the reasonable control of Goza, Greeley may elect to treat this Agreement as being in full force and effect and Greeley shall have the right to specific performance, damages, or both.

B. In the event of a failure of any condition contained in Section 8.1 above, Goza may in its sole discretion:

(1) Terminate this Agreement by notice to Greeley, in which event all materials exchanged by the Parties shall be returned and neither Party shall have any further obligation to the other hereunder except for those obligations which, by their nature, are intended to survive the termination of this Agreement; or

(2) Goza may waive such default or condition and close the transaction.

(3) If the failure of condition consists of a default by Greeley which can be cured by action within the reasonable control of Greeley, Goza may elect to treat this Agreement as being in full force and effect and Goza shall have the right to specific performance, damages, or both.

8.4 Except for the giving of notices, time being of the essence, neither Party shall be deemed in default hereunder unless such Party fails to cure such default within seven (7) days of written notice of default from the other Party.

ARTICLE 9 CONDEMNATION

If prior to Closing all or a Material Part of the Goza Water Rights is subject to a proposed taking by any public authority, Goza shall promptly notify Greeley of such proposed taking and Greeley may terminate this Agreement by notice to Goza within fourteen (14) days after written notice thereof. If prior to Closing all or a Material Part of the Greeley Delta Water Rights is subject to a proposed taking by any public authority, Greeley shall promptly notify Goza of such proposed taking and Goza may terminate this Agreement by notice to Greeley within fourteen (14) days after written notice thereof. If either Party so elects to terminate pursuant to this Article 9, and following the return all materials exchanged by the Parties, this Agreement (with the exception of those obligations which by their nature are intended to survive the termination of this Agreement) shall be of no further force and effect. If this Article 9 is triggered and a Party elects not to terminate this Agreement, or if the taking is as to a non-Material Part of the Property, that party shall accept title to the property subject to the taking without a reduction or modification to the consideration herein, and shall receive at Closing an assignment of all rights to any condemnation award. Such Party shall have the sole right after the Closing to negotiate and otherwise deal with the condemning authority in respect of such matter. A Material Part of the Property for purposes of this Article 9 shall mean a portion that would have a material adverse effect on use of the property by the acquiring Party, as determined by that Party in its sole good faith judgment.

ARTICLE 10 BROKERAGE

Goza and Greeley hereby warrant to each other that there are no real estate agents or other brokers or finders involved in this transaction who are entitled to receive a brokerage or

finder's fee.

ARTICLE 11 NOTICES

Any notice or other communication given by any of the Parties hereto to another relating to this Agreement shall be in writing and shall be deemed to have been duly given by delivery to the respective addresses provided below, or such other address changed by the recipient by notice consistent with this Article: (i) on the date and at the time of delivery if delivered personally to the Party to whom notice is given at such address; or (ii) on the date and at the time of delivery or refusal of acceptance of delivery if delivered or attempted to be delivered by an overnight courier service to the Party to whom notice is given at such address; or (iii) on the date of delivery or attempted delivery shown on the return receipt if mailed to the Party to whom notice is to be given by first-class mail, sent by registered or certified mail, return receipt requested, postage prepaid and properly addressed to such address; or (iv) if an e-mail address is specified, on the date and at the time shown on the e-mail message if sent to the e-mail address specified below, with no bounce-back or other deliver failure is received within twenty-four (24) hours:

If to Goza: Calven T. Goza
274 1st Avenue
Greeley, Colorado 80631
Telephone: (970) 381-9629
Email: Calven.Goza@gmail.com

If to Greeley: City of Greeley Water and Sewer Department
Attention: Water Resources Division
1001 11th Avenue, 2nd Floor
Greeley, Colorado 80631
Telephone: (970) 350-9812
Email: cole.gustafson@greeleygov.com

With a copy to: City of Greeley City Attorney's Office
Attention: Environmental and Water Resources Practice Group
1100 10th Street, Suite 401
Greeley, Colorado 80631
Telephone: (970) 350-9757
Email: daniel.biwer@greeleygov.com
arthur.sayre@greeleygov.com

ARTICLE 12 MISCELLANEOUS

12.1 No Waiver of Governmental Immunity/No Third-Party Beneficiary. This Agreement shall not create any duty of care or liability with respect to any person or entity not a party to this Agreement or waive any of the privileges or immunities Greeley or its officers,

employees, successors and assigns may present pursuant to law, including, but not limited to, the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101, *et seq.*, as existing now or otherwise amended.

12.2 Time. Time is of the essence as to each provision of this Agreement and the performance of each Party's obligations hereunder, except where explicitly described to the contrary.

12.3 Attorneys' Fees. If any legal action, arbitration or other proceeding is commenced to enforce or interpret any provision of this Agreement or to enforce any indemnity, the prevailing party shall be awarded its attorneys' fees and expenses, in addition to any other relief granted. The phrase "prevailing party" shall include a party who receives substantially the relief desired whether by dismissal, summary judgment, judgment or otherwise. This provision shall survive the termination of this Agreement.

12.4 No Waiver. No waiver by either Party of the performance or satisfaction of any covenant or condition of this Agreement is valid unless in writing and shall not be considered to be a waiver by such Party of any other covenant or condition.

12.5 Entire Agreement. This Agreement contains the entire agreement between the Parties regarding the subject matter herein and supersedes all prior agreements, whether written or oral, among the Parties regarding this transaction, excluding only the closing documents executed in connection therewith. This Agreement may only be modified by mutual written agreement duly authorized and executed by the Parties.

12.6 Survival of Representations and Warranties. All representations, obligations, liabilities, warranties, covenants, agreements and monetary obligations of Goza and Greeley as set forth in this Agreement shall survive the Closing and consummation of this transaction contemplated by this Agreement until the complete discharge thereof. All warranties of title set forth in any deed or assignment delivered or made hereunder shall survive without limit.

12.7 Successors. Subject to Section 12.8 below, this Agreement shall bind and inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

12.8 Assignment. This Agreement is not assignable by Goza or Greeley without first obtaining the prior written approval of the other Party. No assignment shall relieve either of the Parties from its respective obligations if such obligations are not properly discharged by the assignee of such Party.

12.9 Relationship of the Parties. The Parties acknowledge that neither Party is an agent for the other and that neither Party can bind or enter into agreements for the other.

12.10 Governing Law and Construction. This Agreement and the legal relations between the Parties hereto shall be governed by the laws of the State of Colorado. Goza and Greeley acknowledge that each Party had the opportunity to consult with legal counsel, and that the Agreement should not be construed nor interpreted against a drafting Party.

12.11 Possession. Goza shall deliver to Greeley possession of the Goza Water Rights, on the Closing Date, upon release from escrow of all items to be delivered by Greeley at Closing. Greeley shall deliver to Goza possession of the Greeley Water Rights, subject to the Permitted Exceptions, on the Closing Date, upon release from escrow of all items to be delivered by Goza at Closing.

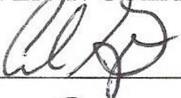
12.12 Calendar Days. In the event any time period set forth in this Agreement commences, expires or is determined from a date which falls on a Saturday, Sunday, legal holiday of the State of Colorado or other non-business day, the date of such commencement, performance, expiration or determination shall automatically be extended to the next business day which is not a Saturday, Sunday, legal holiday of the State of Colorado or other non-business day.

12.13 Counterparts. This Agreement may be executed in any number of counterparts each of which, when taken together, shall constitute one agreement. This Agreement shall only be effective when counterparts are signed by both Goza and Greeley. 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.

12.14 Approval Required by Board and City Council. THE OBLIGATIONS OF GREELEY UNDER THIS AGREEMENT ARE EXPRESSLY CONTINGENT UPON THE APPROVAL OF THIS AGREEMENT BY THE CITY OF GREELEY WATER AND SEWER BOARD AND CITY COUNCIL.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the dates set opposite their respective signatures below.

CALVENT. GOZA

By: 

Date: 6-12-23

Name: Calven Goza

Title: Owner

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

By: _____
City Manager

Date: _____

As to Availability of Funds:

By: _____
Director of Finance

As to Legal Form:

By: _____
City Attorney's Office

As to Water and Sewer Board Approval:

By: _____
Chairman

EXHIBIT A
Description of Goza Property

Parcel No. 080520300015, which is located at 13483 County Road 66 in Weld County, Colorado and legally described as follows:

Lot A, Recorded Exemption No. 0805-20-03-RECX15-0051, being a portion of the East Half (E½) of the Southwest Quarter (SW¼) of Section 20, Township 6 North, Range 68 West of the 6th P.M., according to plat recorded August 5, 2015 at Reception No. 4131357.

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.
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: _____
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: _____

EXHIBIT C
Form Special Warranty Deed

DO NOT EXECUTE

SPECIAL WARRANTY DEED
(Water Rights)

This SPECIAL WARRANTY DEED is made this ____ day of _____ 2023 by _____, a _____, whose address is _____ ("Grantor"), to _____, a _____, whose address is _____ ("Grantee").

WITNESSETH, that Grantor, for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does hereby grant, bargain, sell, convey, and confirm unto the Grantee, its successors and assigns forever, the water rights and other rights identified in Exhibit A attached hereto and incorporated herein by this reference ("Water Rights"), associated with or previously used upon portions of the lands identified and described in Exhibit B attached hereto and incorporated herein by this reference, all located in the County of _____, State of Colorado.

TOGETHER with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the Grantor, either in law or equity, of, in and to the Water Rights, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the Water Rights with the appurtenances, unto the Grantee, its successors and assigns, forever. The Grantor, for itself, successors and assigns, does covenant and agree that it shall and will warrant and forever defend the Water Rights in the quiet and peaceable possession of the Grantee, its successors and assigns, against all and every person or persons claiming the whole or any part thereof, by, through, or under the Grantor.

IN WITNESS WHEREOF, the Grantor has executed and delivered this Special Warranty Deed as of the day and year first set forth above.

[GRANTOR]

By: _____

STATE OF _____)
COUNTY OF _____) ss.

Acknowledged before me this ____ day of _____ 2022, by _____, as _____ and authorized representative of _____.

Notary Public
My Commission Expires: _____

EXHIBIT A
TO SPECIAL WARRANTY DEED

Description of Water Rights

Any and all water and water rights, ditches and ditch rights, reservoirs and reservoir rights, rights to receive water, and other rights and interests of any kind represented by ____ (__) shares of capital stock in The _____ Company (evidenced by Stock Certificate No. ____). The Water Rights covered by this provision shall also include all of the Grantors' rights, title, and interest in and to any and all lateral ditches, easements, rights of way and entitlements appurtenant to or used in connection with the shares described above.

EXHIBIT B
TO SPECIAL WARRANTY DEED

Description of Land

Water Rights Trade and Divestment

Presented to Greeley City Council
By Greeley Water & Sewer Department

July 18, 2023



Trade Agreement Overview

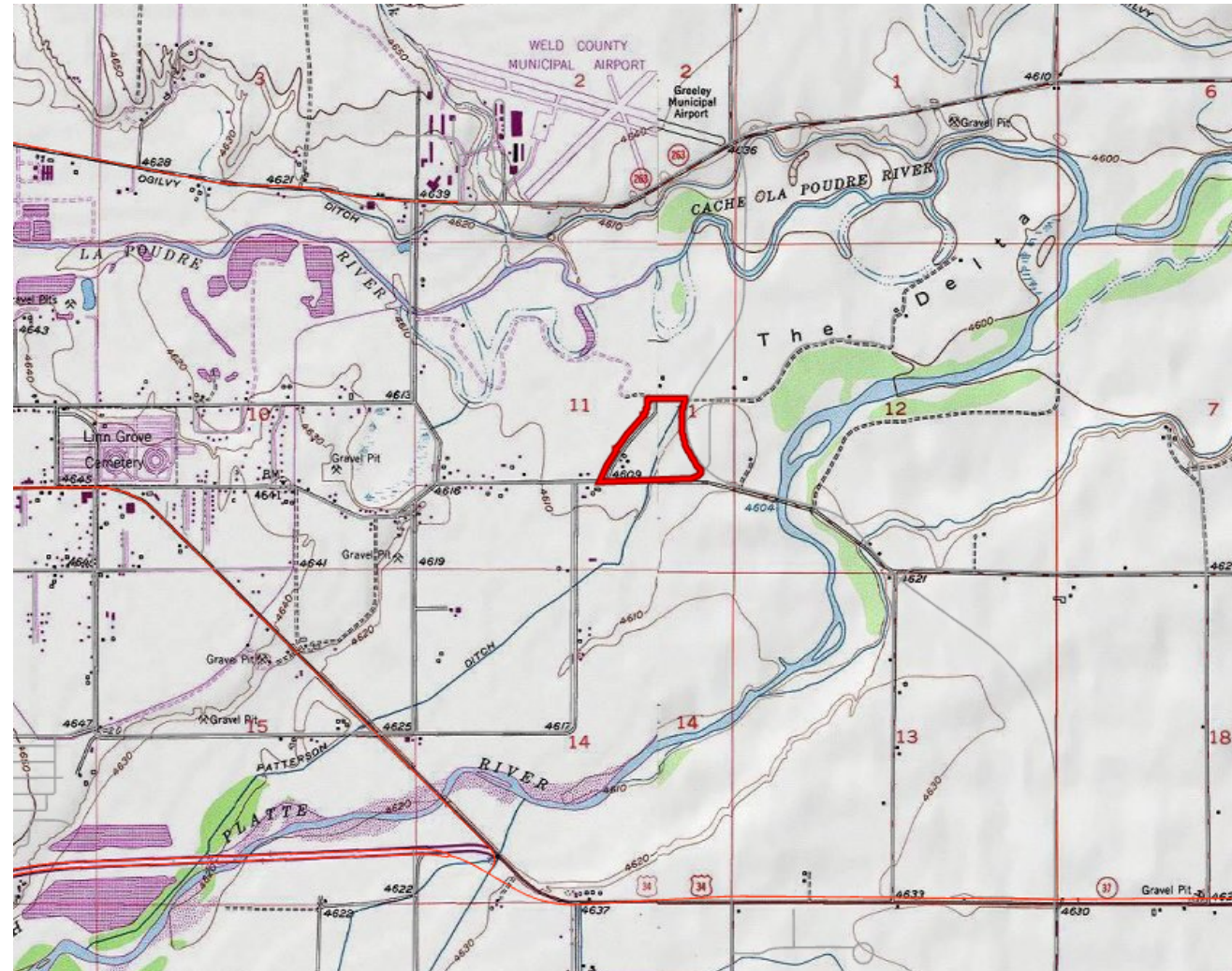
The Purchase and Sale Agreement contemplates a water rights trade between the City of Greeley and Mr. Calven Goza

- Greeley trades 3 shares of The Delta Irrigation Company (The Patterson Ditch – East Greeley)
- Greeley receives 4.5 shares of Cache La Poudre Reservoir Company and 3 shares of New Cache Irrigation
- No dry-up is being exchanged in the trade
- Cashless transaction



Background

- Greeley acquired 3 shares of the Patterson Ditch with the Purchase of the Dill Farm in 1978
 - Dill Farm was originally purchased for future wastewater use
 - It is unknown the last time the Patterson shares were used for Irrigation
- Calven Goza owns land in the Patterson Ditch system and is looking to acquire more shares



Benefits of the Water Trade

- **Effectively acquiring New Cache below market**
 - Will not affect an already limited 2023 Acquisition budget
- **There is future use for New Cache in Greeley's system**
 - Can be used in the non-pot system without dry up
 - Opportunity to acquire dry-up as development takes place north of the Poudre
- **No future need for the Patterson ditch shares**
 - Trading an asset with limited-to-no usability



Staff Recommendation

Staff recommends introducing the ordinance to authorize the divestment of 3 shares of The Delta Irrigation Company (The Patterson Ditch) and scheduling a public hearing and final reading for August 1, 2023

Note: At their June 21, 2023, the Greeley Water & Sewer Board approved the Agreement with Mr. Goza. In doing so, the Board recommended that City Council authorize the subject divestment to facilitate the trade and acquisition of New Cache Irrigation Co. assets.

Water Rights Trade and Divestment

Questions?





Council Agenda Summary

July 18, 2023

Key Staff Contact: Caleb Jackson, Planner III

Title:

Introduction and first reading of an Ordinance changing the official zoning map of the City of Greeley, Colorado from C-D (Conservation District), C-L (Commercial Low Intensity) and R-L (Residential Low Density) to PUD (Planned Unit Development), changing the underlying land use designations for approximately 40.67 acres of property located at 145 North 35th Avenue (Bestway PUD)

Summary:

Rezone 40.67 acres from R-L (Residential Low Density), C-D (Conservation District), and C-L (Commercial Low Intensity) to PUD (Planned Unit Development) for residential, outdoor storage, warehousing, and fire training.

Fiscal Impact:

Does this item create a fiscal impact on the City of Greeley?	No
Is there grant funding for this item?	NA

Legal Issues:

None

Other issues and Considerations:

None.

Strategic Focus Area:



Community Vitality

Decision Options:

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

Council's Recommended Action:

A motion to introduce the ordinance and schedule the public hearing and second reading for August 1, 2023.

Attachments:

1. Ord 32, 2023 - Bestway Rezoning PUD
2. Exhibit A - Legal Description
3. Vicinity Map
4. Neighborhood Notification Boundary Map
5. Bestway Rezoning Narrative
6. Planning Commission Summary
7. Plan Set
8. Staff Presentation
9. Applicant Presentation

CITY OF GREELEY, COLORADO

ORDINANCE NO. 32, 2023

CASE NO. PUD2023-0003

AN ORDINANCE CHANGING THE OFFICIAL ZONING MAP OF THE CITY OF GREELEY, COLORADO, FROM C-D (CONSERVATION DISTRICT), C-L (COMMERCIAL LOW INTENSITY) AND R-L (RESIDENTIAL LOW DENSITY) TO PUD (PLANNED UNIT DEVELOPMENT) CHANGING THE UNDERLYING LAND USE DESIGNATIONS FOR APPROXIMATELY 40.67 ACRES OF PROPERTY LOCATED AT 145 NORTH 35TH AVENUE.

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

Section 1. The following described property located in the City of Greeley is hereby changed from C-D (CONSERVATION DISTRICT), C-L (COMMERCIAL LOW INTENSITY) AND R-L (RESIDENTIAL LOW DENSITY) TO PUD (PLANNED UNIT DEVELOPMENT) in the City of Greeley, County of Weld, State of Colorado:

Legal Description

See EXHIBIT A, attached hereto and incorporated herein.

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

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

PASSED AND ADOPTED, SIGNED AND APPROVED, THIS ____ DAY OF AUGUST 2023.

ATTEST:

THE CITY OF GREELEY, COLORADO

By: City Clerk

By: Mayo

EXHIBIT A (legal description) to Bestway rezoning ordinance

June 06, 2023

Bestway – Zoning Description

A Tract of land located in the Northeast $\frac{1}{4}$ of Section 2, Township 5 North, Range 66 West of the 6th P.M. being all of LOT 1 BEST-WAY PARK MINOR SUBDIVISION 1st REPLAT as recorded in Reception No. 4287176, City of Greeley, County of Weld, State of Colorado AND the South 18.00 feet of the Greeley #3 Canal, AND the West 70 feet of N. 35th Ave adjoining said Lot 1, and the North 60 feet of 4th St. adjoining said Lot 1, more particularly described as follows.

Beginning at the Southwest corner of said Lot 1, thence bearing N $13^{\circ}44'30''$ W, along the west line of said Lot 1, a distance of 1238.41 feet;

Thence, N $09^{\circ}12'39''$ E, a distance of 14.82 feet;

Thence, S $80^{\circ}43'00''$ E, a distance of 25.00 feet;

Thence, N $09^{\circ}12'16''$ E, a distance of 1050.91 feet to a point 18.00 feet North of the North line of said Lot 1;

Thence along a line 18.00 feet North of and parallel with said North line the following 8 courses;

1. N $84^{\circ}39'18''$ E, a distance of 51.94 feet;
2. S $89^{\circ}00'30''$ E, a distance of 257.53 feet;
3. S $75^{\circ}18'29''$ E, a distance of 129.39 feet;
4. S $66^{\circ}09'38''$ E, a distance of 382.34 feet;
5. S $63^{\circ}20'48''$ E, a distance of 233.41 feet;
6. S $49^{\circ}27'12''$ E, a distance of 457.05 feet;
7. S $69^{\circ}28'12''$ E, a distance of 210.07 feet;
8. S $80^{\circ}30'45''$ E, a distance of 112.39 feet;
9. S $73^{\circ}04'44''$ E, a distance of 264.09 feet, to the East line of said Section 2;

Thence, S $06^{\circ}09'59''$ W, along said East line, a distance of 151.36 feet;

Thence, N $83^{\circ}50'01''$ W, a distance of 70.00 feet to the East line of Said Lot 1, and the beginning of a non-tangential curve, Thence along said curve turning to the left for 47.13 feet through an angle of $89^{\circ}53'54''$, having a radius of 30.04 feet, and whose long chord bears N $38^{\circ}51'17''$ W, a distance of 42.44 feet to a point of intersection with a non-tangential line.

Thence, N $83^{\circ}50'01''$ W, along the Southerly line of said Lot 1, a distance of 40.53 feet to the beginning of a curve, Thence Continuing along said Southerly line, along said curve turning to the left for 115.41 feet through an angle of $30^{\circ}03'23''$, having a radius of 220.0000 feet, and whose long chord bears S $81^{\circ}08'16''$ W, a distance of 114.09 feet to a point of intersection with a non-tangential line.

Thence along the Southerly and Easterly lines of said Lot 1 the following 10 courses.

1. S 06° 38' 28." W, a distance of 151.00 feet;
2. S 66° 04' 48" W, a distance of 60.00 feet;
3. S 68° 48' 53" W, a distance of 69.35 feet;
4. S 77° 06' 30" W, a distance of 71.93 feet;
5. S 85° 35' 50" W, a distance of 70.21 feet;
6. N 90° 00' 00" W, a distance of 390.00 feet;
7. S 00° 04' 02" E, a distance of 260.07 feet;
8. N 89° 59' 23" W, a distance of 740.30 feet;
9. S 78° 34' 53" W, a distance of 112.43 feet;
10. S 11° 25' 07" E, a distance of 226.36 feet to the beginning of a curve,

Thence along the East line of said Lot 1, along said curve turning to the left for 39.29 through an angle of 03° 56' 59", having a radius of 570.00 feet, and whose long chord bears S 13° 23' 36 " E, a distance of 39.29 feet to a point of intersection with a non-tangential line.

Thence continuing along the Easterly line of said Lot 1 the following 2 courses;

1. S 15° 23' 14" E, a distance of 462.58 feet;
2. S 15° 23' 14" E, a distance of 48.14 feet to the beginning of a curve,

Thence along the East line of said Lot 1, along said curve turning to the right for 75.59 feet, through an angle of 15° 28' 04", having a radius of 280.00 feet, and whose long chord bears S 07° 39' 12" E, a distance of 75.36 feet to a point of intersection with a non-tangential line. Thence continuing along said Easterly line, S 00° 04' 07" W, a distance of 10.00 feet to the beginning of a non-tangential curve,

Thence continuing along the East line of said Lot 1, along said curve for 47.11 feet, turning to the left through an angle of 89° 55' 48", having a radius of 30.01 feet, and whose long chord bears S 44° 54' 23" E, a distance of 42.42 feet to a point on the South line of said Lot 1, and the point of intersection with a non-tangential line.

Thence S 13° 44' 30" E, a distance of 61.79 feet to the South line of the Northeast Quarter of said Section 2;

Thence N 89° 55' 53" W, along said South line a distance of 247.81 feet;

Thence N 13° 44' 30" W, a distance of 61.79 feet to the Point of Beginning;

Excepting therefrom the following.

OUTLOT 2, City of Greeley BEST-WAY PARK MINOR SUBDIVISION 1st REPLAT as recorded in Reception No. 4287176, City of Greeley, County Of Weld and containing 11739 Sq. feet or 0.269 acres more or less.

Lot 1, of Best-Way Park Minor Subdivision as recorded in Reception No. 3687990 of the records of Weld County and containing 112018 Sq. feet or 2.572 acres more or less.

Lot 2, of Best-Way Park Minor Subdivision as recorded in Reception No. 3687990 of the records of Weld County and containing 48093 Sq. feet or 1.104 acres more or less.

Outlot A, of Best-Way Park Minor Subdivision as recorded in Reception No. 3687990 of the records of Weld County and containing 65598 Sq. feet or 1.506 acres more or less.

Said described parcel contains 1,771,528.34 square feet (40.67 acres), more or less, subject to any and all easements, reservations, restrictions and conveyances of record.

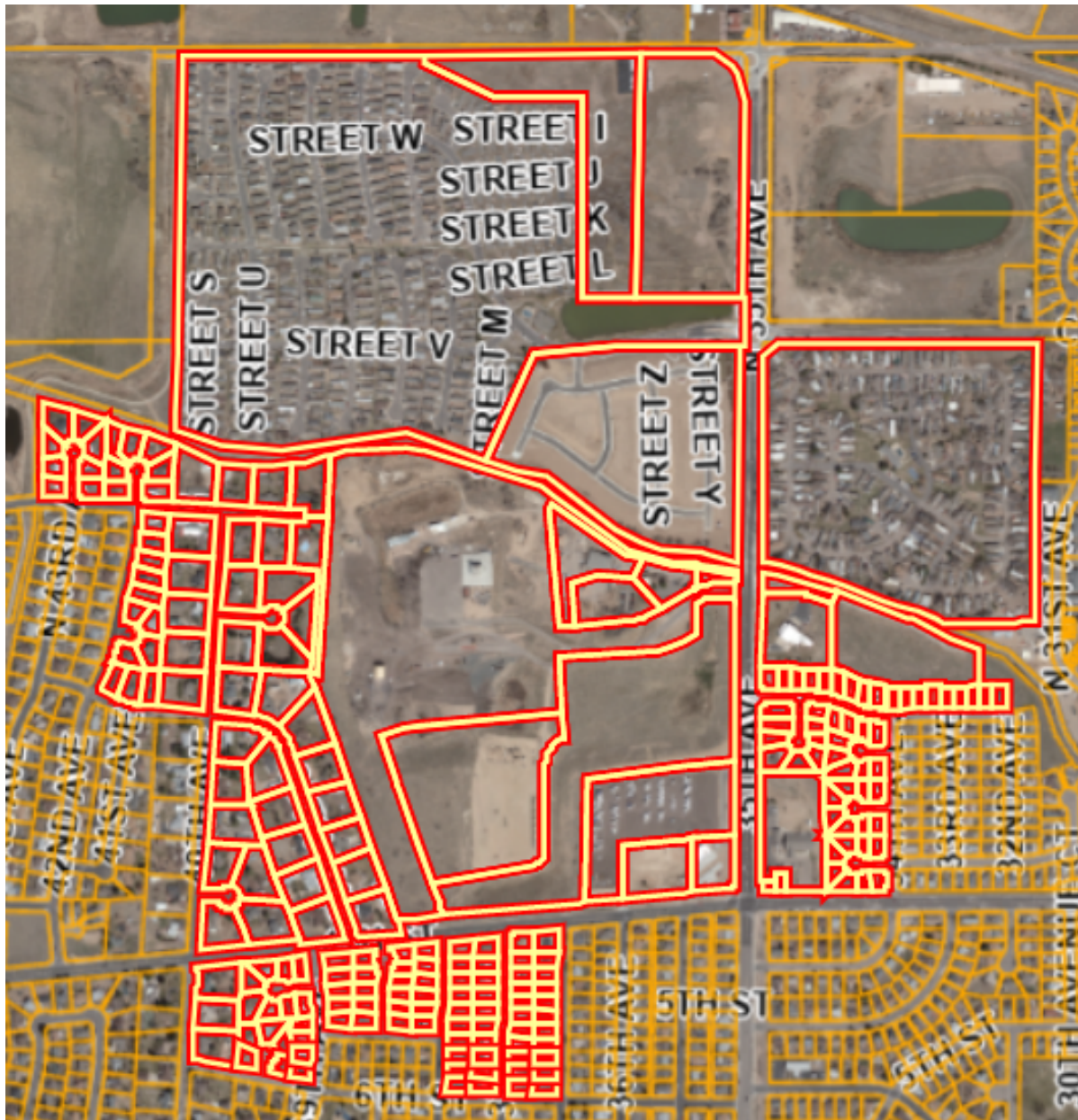
BASIS OF BEARING:

Bearings herein are based on the East line of the Northeast Quarter of Section 2, Township 3 North, Range 66 West Bearing N 06°09'59" E as shown on said BEST-WAY PARK MINOR SUBDIVISION 1st REPLAT.

VICINITY MAP



NEIGHBORHOOD NOTIFICATION BOUNDARY MAP



May 8, 2023

BestWay - Rezoning Narrative

This narrative is to serve as a written description of two rezoning submittal requirements: 1. The setting of property – the location of property with respect to compatibility with surrounding uses, location in special districts, unique aspects of the property, and it's setting. 2. Relationship of the proposed Zoning Suitability Plan to goals and policies of the land use chapter of the City's Comprehensive Plan.

The overall goals of this project are to rezone the BestWay site from a shared R-L (Residential Low-Density)/C-D (Conservation District)/C-L (Commercial Low-Intensity) zoning to two new planned zoning areas, planning area one to PUD (Planned Unit Development) for city use and planning area two to R-L (Residential Low-Density). Along with this, outdoor general storage, warehousing, and a 6' foot privacy fence will be built on planning area one.

I. Setting of Property

The parcel proposed for development is approximately 40.67 acres and is located at 145 North 35th Avenue, near the corner of 4th Street and 35th Avenue. The site is classified as an R-L zone district and has been historically used primarily for mineral extraction and material stockpiling, which results in a unique grading condition. The center of the parcel is extremely flat at an elevation approximately 20-30 feet below the surrounding grade on all sides. The existing fence on the southwest side of the parcel provides adequate fencing to address safety-site security concerns. Existing fire training buildings within site are to remain. The site is adjacent to a variety of differently zoned sites; residential directly adjacent to the west, residential across from the ditch and 4th Street to the north and south, industrial to the northeast, residential and commercial to the southeast, an oil facility to the south, and the Fire Department #3 Station to the east across 35th Ave with residential to the south of the Fire Department. It's our understanding that the BestWay site is not in a special district.

The site is accessed from the northeast corner of the site from North 35th Ave. From there, the site access continues down a narrow portion of the parcel to its approximate center. This access drive, an all-weather surface of recycled asphalt, diverges into existing private access roads that are to remain for the existing fire training site and the existing Mineral Resources of Greeley site to the south of the proposed BestWay site. The BestWay site will have a proposed private access drive continue west from this general access road to access the western side of the site.

The proposed use of the site is to provide the City of Greeley with storage areas for salt, Cold Mix asphalt, and an equipment staging area. The City of Greeley determined that a staging area for these items is needed in the area. The BestWay site proved to be a feasible option to store the materials in a location that limits impact on the surrounding community and is currently used for materials storage.

It should be noted that the buildings and roads at the fire training site are currently planned to remain. As noted before, a separate access drive will be constructed internally to provide access to the proposed site.

II. Proposed Plan vs. City's Comprehensive Plan

The existing property is almost entirely classified as zoning R-L District, with a small sliver on the western property line classified as C-D and C-L. Because the proposed development is to occur within the R-L zoned area, and no improvements are proposed on or near with C-D area, the project is assumed to have only the R-L standards applied to it. The proposed land use for the BestWay site is the PUD (Planned Unit Development) designation as it includes material and equipment storage while including its existing usage as a fire training site.

The site for this project was strategically selected to reduce the impacts on the surrounding community to the maximum extent feasible. The site's topography is instrumental in this because it obstructs sight lines into the facility. The uses on the surrounding parcels include Mineral Extraction to the south, RV Storage & Sales to the SE, a regional detention pond to the east, industrial to the NE, and residential to the NW and west. As previously noted, existing fire training facilities lie within the site as well.

Based on the surrounding uses, the largest consideration for being a "good neighbor" is the residential area to the northwest and west. The site's topography lends a large hand in this consideration. Visual screening is the first concern. To the north, Greeley Ditch #3 has berms on both sides that provide screening for the residential neighbors. A 6-foot privacy fence will be constructed on the western side of the property to provide screening for the residential neighbors. These features in combination with the site being located at a lower elevation provide an excellent visual screen to the storage areas.

See below for a summary of applicable the Goals & Objectives from Part 03 of Imagine Greeley (City's Comprehensive Plan), and how they relate to this proposed rezoning.

- Economic Health & Diversification (ED)
 - Objective ED-1.6 Climate of Innovation
 - The city's receptiveness for the proposed storage areas in this low elevation location shows they are open to new ideas that will benefit the community as well as the City of Greeley.
 - Objective ED-2.2 Assets and Amenities
 - Having city-run storage areas for Cold Mix, salt, and its respective equipment will provide the community of the City of Greeley with easily accessible material for future infrastructure improvements.
 - Objective ED-4.3 Collaboration with Public Institutions
 - The material and equipment storage are near the rest of the City of Greeley while being out of sight due to the site's low elevation. This provides public benefits to the community without keeping its appearance clean and welcoming.

PLANNING COMMISSION SUMMARY

ITEM: Rezone from C-D (Conservation District), C-L (Commercial Low Intensity) and R-L (Residential Low Density) to PUD (Planned Unit Development)

FILE NUMBER: PUD2023-0003

PROJECT: Bestway PUD

LOCATION: 145 N. 35th Avenue

APPLICANT: City of Greeley, Jerry Pickett

CASE PLANNER: Caleb Jackson, AICP | Interim Chief Planner

PLANNING COMMISSION HEARING DATE: July 11, 2023

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 24-205(c) and 24-204(b) of the Development Code.

EXECUTIVE SUMMARY

The City of Greeley is considering a request to a rezone approximately 40.67 acres located at 145 North 35th Avenue from C-D (Conservation District), C-L (Commercial Low Intensity) and R-L (Residential Low Density) to PUD (Planned Unit Development).

A. REQUEST

The applicant proposes rezoning approximately 40.67 acres located at 145 North 35th Avenue from C-D (Conservation District), C-L (Commercial Low Intensity) and R-L (Residential Low Density) to PUD (Planned Unit Development). The proposed Bestway PUD includes two planning areas.

Planning Area 1, comprising the northern 35 acres of the site, would allow outdoor storage, warehousing, and fire training uses. This planning area is primarily located within a basin significantly lower in elevation than neighboring properties, providing buffering benefits from nearby residential uses. The site also has an existing privacy fence at the top of the slope adjacent to the residential properties. Development of Planning Area 1 is proposed to follow Development Code standards for the I-L (Industrial Low Intensity) zoning district to ensure that the site maintains adequate screening, buffering, landscaping, open space, and setbacks. The maximum proposed building height is 50 feet to accommodate towers for fire training.

Planning Area 2, located on the southern portion of the site, would allow uses that are allowed in the R-L (Residential Low Density) zoning district. This planning area, described as a bench, is higher in elevation than the rest of the site and is similar in elevation to the adjacent residential uses. Development of Planning Area 2 is proposed to abide by R-L (Residential Low Density) zoning district standards to complement the existing residential neighborhood.

B. STAFF RECOMMENDATION

Approval

C. LOCATION

Abutting Zoning

North: R-MH (Residential Micro-Housing District) and PUD (Planned Unit Development)

South: R-L (Residential Low Density), R-M (Residential Medium Density), and C-D (Conservation District)

East: R-M (Residential Medium Density), C-L (Commercial Low Intensity), and I-M (Industrial Medium Intensity)

West: R-L (Residential Low Density) and R-E (Residential Estate)

Abutting Land Uses

North: Mobile/Manufactured Home Park

South: Detention, Oil and Gas, Single-Family Dwellings

East: Fire Station, Landscaping Contractor, Animal Hospital

West: Single-Family Dwellings

Site Characteristics:

The site is partially developed with an existing fire training facility and outdoor storage in compliance with an approved Use by Special Review (USR 16:14) application which includes a few minor structures and a privacy fence along the south and west property lines. Most of the site is within a depression left from sand and gravel extraction. This portion of the site sits significantly below the elevation of adjacent neighborhoods. The southern portion of the site has comparable elevations to the surrounding residential uses.

D. BACKGROUND

The site received a Special Use Permit by Weld County in 1981 (SUP 466:81:12) for sand & gravel extraction and concrete production. Extraction lasted approximately 20 years. The site continued as a concrete batch plant and staging area for stockpiling and transporting materials until the property was purchased by the City in 2014.

In 2003, the property was annexed (A 4:02) and zoned H-A (Holding Agriculture) (Z 8:03). The Bestway operation permitted as a Weld County Special Use Permit was allowed to continue operating in the City as a grandfathered, or legal non-conforming, land use. With the conclusion of the sand and gravel operations, zoning that would allow for commercial and residential land

uses was proposed. In late 2003, 37.66 acres were rezoned to R-L (Residential Low Density), 11.54 acres to R-M (Residential Medium Density), 8.07 acres to C-L (Commercial Low Density), and 19.19 acres to C-D (Conservation District) zoning (Z 7:02).

A Use by Special Review (USR 16:14) application was approved by Planning Commission in 2015 for a fire training facility and outdoor storage. At that time, the outdoor storage was approved as a limited, accessory-like use as outdoor storage is not permitted as a principal use in the R-L zoning district.

The applicant seeks to expand the area of the site allowed for outdoor storage and warehousing, which requires rezoning the site. The applicant held meetings with the most affected neighbors and proposed Bestway Planned Unit Development to limit the allowed uses and establish adequate development standards for the site.

E. APPROVAL CRITERIA

Rezoning Review Criteria, Section 24-204(b):

1. The proposal is in accordance with the goals and objectives of the Comprehensive Plan and any other plan, policy or guidance adopted pursuant to that plan.

Staff Comment: The subject area is identified as a Suburban Neighborhood on the Land Use Guidance Map in the Imagine Greeley Comprehensive Plan. The proposal includes an area reserved for residential development, which is the primary land use envisioned for Suburban Neighborhoods. The inclusion of outdoor storage, warehousing, and fire training in the bottom of a gravel extraction basin supports the vision to include non-residential uses in appropriate locations within Suburban Neighborhoods. Additionally, the following comprehensive plan goals support the subject application:

Objective GC-1.2 Form of Growth Encourage a compact urban form over sprawl or leap-frog development.

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 PS-1.3 Steep Slopes When possible, natural slopes in excess of fifteen percent should not be developed. When such development occurs, it shall comply with all hillside development regulations in order to ensure soil and structure stability and safety.

The request complies with this criterion.

2. The proposal can fulfill the intent of the zoning district considering the relationship to surrounding areas.

Staff Comment: The intent of the Planned Unit Development is to provide additional use of the property in ways that are compatible with the area. The proposed land uses provide opportunities for warehousing, outdoor storage, fire training, and residential which are relatively low-impact and low-intensity uses.

The request complies with this criterion.

3. Whether 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 area continues to see infill sites developed with a mix of residential and nonresidential uses. Recent development includes a mobile/manufactured home park, outdoor RV/boat/vehicle storage, and gas station. The proposed Planned Unit Development also includes areas for residential and nonresidential land uses that would encourage further development of the site reflective of recent changes in the area.

The request complies with this criterion.

4. Whether the existing zoning has been in place for a substantial time without development, and if this indicates the existing zoning is inappropriate given development trends in the vicinity.

Staff Comment: The existing zoning was established in 2003, and significant areas of the site remain undeveloped. Maintaining residential zoning for the pit area appears inappropriate due to the difficulty to provide adequate services to support that level of development and compatibility with neighboring nonresidential uses. Further residential development could be supported in this area, and the proposed PUD maintains the southern portion of the site for future residential development in an area with topography and neighboring uses more appropriate for residential.

The request complies with this criterion.

5. The proposed zoning will enable development in character with existing or anticipated development in the area considering the design of streets, civic spaces, and other open space; the pattern, scale and format of buildings and sites; and the compatibility and transitions with other complimentary uses and development.

Staff Comment: The proposal allows nonresidential uses in the pit area, which is compatible with nonresidential uses in that area. The proposal allows residential uses on the southern end of the site, which is compatible with residential uses in that area.

The request complies with this criterion.

6. The City or other agencies have the ability to provide services or facilities that may be necessary for anticipated uses in the proposed district.

Staff Comment: Existing services are present in the vicinity to support development of the site as proposed.

The request complies with this criterion.

7. The change will serve a community need, provide an amenity, or accommodate development that is not possible under the current zoning or that was not anticipated at the time of the initial zoning of the property, making the proposed zoning more appropriate than the current zoning.

Staff Comment: The proposed Planned Unit Development would accommodate the community's need for fire training, warehousing, outdoor storage, and residential. The proposed mix of allowed uses are not allowed under the existing zoning to this extent. The proposed zoning is more appropriate than the existing zoning to allow development of the site, serve community needs, and provide zoning tailored to the unique challenges of this location.

The request complies with this criterion.

8. Any reasonably anticipated negative impacts on the area or adjacent property either are mitigated by sound planning, design and engineering practices or are outweighed by broader public benefits to the surrounding community.

Staff Comment: The only anticipated negative impact of the proposal would be visual, which is mitigated by the topography of the site and a privacy fence adjacent to existing residential uses.

The request complies with this criterion.

9. The recommendations of professional staff or advisory review bodies.

Staff Comment: Planning staff and the Administrative Review Team recommend approval.

The request complies with this criterion.

Planned Unit Development Review Criteria, Section 24-205(c):

- 1. The plan reflects greater consistency with or more specificity in implementing the Comprehensive Plan than what could be accomplished under application of general zoning districts and development standards.**

The proposal allows nonresidential uses to be incorporated into the area in a way that achieves greater consistency and more specificity than standard zones would allow. The proposed uses are enumerated and the proposal does not allow uses that could be incompatible with the area that would be allowed using standard zones.

The request complies with this criterion.

- 2. The benefits from any flexibility in the proposed plan:**
 - (1) promote the general public health, safety and welfare of the community, and in particular, that of the areas immediately near or within the proposed project, and is not strictly to benefit the applicant or a single project;**
 - (2) involves innovative concepts that were not anticipated by the development code; or**
 - (3) apply to a unique or specific context in a manner that allows the project to better meet the intent or design objectives of the base zoning districts and standards.**

The proposed development standards generally follow Development Code standards for I-L (Industrial Low Intensity) and R-L (Residential Low Density) areas. Flexibility is provided to reduce the range of uses allowed in the nonresidential portion of the PUD to increase compatibility and reduce impacts. A fifty-foot height limit is proposed to accommodate fire training towers, but the impact is mitigated by the site's depressed elevation.

The request complies with this criterion.

- 3. The plan reflects generally accepted and sound planning and urban design principles with respect to applying the goals and objectives of the Comprehensive Plan to the area.**

The request is consistent with planning and design principles and the Comprehensive Plan.

The request complies with this criterion.

- 4. The plan meets all of the review criteria for zoning map amendments in Section 24-204.**

The request complies with Section 24-204, Review Criteria for Rezoning as detailed above.

The request complies with this criterion.

F. PHYSICAL SITE CHARACTERISTICS

1. SUBDIVISION HISTORY

The subject site is Lot 1 of Best-Way Park Minor Subdivision 1st Replat, recorded in 2017. No additional land division is proposed at this time.

2. HAZARDS

A portion of the site is within 500 feet of the nearby oil and gas operation. Any development of the site must comply with setbacks from oil and gas operations. Additionally, steep slopes exist on some portions of the site. The slopes are currently stable and incorporated into buffer areas that would be maintained.

3. WILDLIFE

No ecologically sensitive areas have been identified on the site. Colorado Parks and Wildlife did not provide comments impacting the application.

4. FLOODPLAIN

The property 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

Existing drainage facilities serve the site. Drainage and erosion would be further reviewed with future development of the site in concert with a Site Plan Review.

6. TRANSPORTATION

The site has adequate connectivity with an existing access from North 35th Avenue. Additional traffic generation is expected to be minimal.

G. SERVICES

1. WATER

Existing water infrastructure is present and adequate to serve the site.

2. SANITATION

Existing sewer infrastructure is present and adequate to serve the site.

3. EMERGENCY SERVICES

Existing emergency services are adequate to serve the site, including Fire Station #3 across North 35th Avenue.

4. PARKS AND OPEN SPACES

Existing parks and open spaces are present in the area. Parkland dedication, or cash-in-lieu, may be required with any future residential subdivision.

5. SCHOOLS

The subject property is located within Greeley-Evans School District 6. Cash-in-lieu for school land dedication may be required with any future residential subdivision.

6. METROPOLITAN DISTRICT

No metropolitan district is intended for the site.

H. NEIGHBORHOOD IMPACTS

1. VISUAL

Maintaining a generous buffer, including changes in grade, from existing residential uses is anticipated to adequately address visual impacts. Additionally, the applicant intends to replace the existing privacy fence adjacent to residential neighbors to further address visual impacts.

2. NOISE

Significant noise impacts are not anticipated. The existing buffer and changes in grade are expected to reduce the impacts of any noise generated on the site. Any noise created by future development is regulated by the Municipal Code.

I. PUBLIC NOTICE AND COMMENT

Public notices were completed as follows:

- Notice was placed on the City of Greeley's website on June 12, 2023.
- A sign was posted on the property on June 20, 2023.
- Notice was mailed to 239 property owners or current residents on June 16, 2023.

No comments have been received.

J. MINERAL ESTATE OWNER NOTIFICATION

The applicant satisfied the mineral owner notification requirements. No feedback from mineral owners has been received.

K. PLANNING COMMISSION RECOMMENDED MOTIONS

Recommended (Approval)

Based on the application received and the preceding analysis, the Planning Commission finds that the proposed rezoning and Planned Unit Development is in compliance with Sections 24-204(b) and 24-205(c) of the Development Code and therefore recommends City Council approval.

Alternative (Denial)

Based on the application received and the preceding analysis, the Planning Commission finds that the proposed rezoning and Planned Unit Development is not in compliance with Sections 24-204(b) and 24-205(c) of the Development Code and therefore recommends City Council denial.

ATTACHMENTS

Attachment A – Vicinity Map

Attachment B – Project Narrative

Attachment C – PUD Plan Set

Attachment D – Neighborhood Notification Boundary Map

Attachment E – Staff Slides

Attachment F – Applicant Slides

CITY OF GREELEY - BESTWAY PUD

PART OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 5 NORTH, RANGE 66 WEST OF THE
6TH P.M., CITY OF GREELEY, COUNTY OF WELD, STATE OF COLORADO

40.67 ACRES

PROJECT NUMBER: PUD2023-0003

PROJECT CONTACTS

OWNER
CITY OF GREELEY
PUBLIC WORKS
1001 9TH AVE
GREELEY, CO 80634
P: 970.350.9881
CONTACT: JERRY PICKETT

CIVIL ENGINEER
WILSON & COMPANY, INC.
990 S BROADWAY, SUITE 220
DENVER, CO 80209
P: 303.501.7592
CONTACT: KYLE GODWIN
PE NO. 56778

PLANNED UNIT DEVELOPMENT CERTIFICATION BLOCK

THIS PLANNED UNITE DEVELOPMENT (PUD) HAS BEEN REVIEWED AND FOUND TO BE COMPLETE AND IN
ACCORDANCE WITH THE CITY OF GREELEY DEVELOPMENT CODE REGULATIONS.

CITY OF GREELEY

NAME: _____

SIGNATURE: _____

TITLE: _____

DATE: _____

CITY COUNCIL APPROVAL

APPROVED BY THE GREELEY CITY COUNCIL ON THIS ____ DAY OF _____, 2023.

PLANNING COMMISSION RECOMMENDATION

RECOMMENDED / NOT RECOMMENDED BY THE CITY OF GREELEY PLANNING COMMISSION, THIS ____ DAY
OF _____, 2023.

COMMUNITY DEVELOPMENT DIRECTOR

DIRECTOR OF COMMUNITY DEVELOPMENT _____ DATE _____

INTENT STATEMENT:

THIS PLANNED UNIT DEVELOPMENT (PUD) IS INTENDED TO ESTABLISH TWO PLANNING AREAS.
PLANNING AREA A ALLOW EXISTING USES OF THE SITE (FIRE TRAINING, STORAGE) TO CONTINUE,
WITH AN EXPANDED AREA FOR VEHICLE AND EQUIPMENT STORAGE. PLANNING AREA B, IN THE
SOUTHERN PORTION OF THE SITE, WOULD ALLOW DEVELOPMENT PER RESIDENTIAL LOW DENSITY (R-L) STANDARDS.

STANDARD NOTES:

- APPROVAL OF SITE CONSTRUCTION PLANS BY THE CITY OF GREELEY SHALL BE REQUIRED (AS APPLICABLE)
PRIOR TO ISSUANCE OF BUILDING PERMITS.
- SIGNAGE SHOWN ON THIS PLAN IS FOR ILLUSTRATIVE PURPOSES ONLY. A SEPARATE SIGN PERMIT SHALL BE
SUBMITTED TO THE CITY FOR REVIEW AND APPROVAL.
- ALL EXISTING AND PROPOSED UTILITIES SHALL BE INSTALLED UNDERGROUND.
- NO BUILDING PERMIT SHALL BE ISSUED FOR THE CONSTRUCTION OF A NEW BUILDING OR STRUCTURE UNLESS
THE PROPERTY HAS BEEN PLATTED IN ACCORDANCE WITH THE CITY'S SUBDIVISION REGULATIONS (CHAPTER 3).
- ALL ELEVATIONS SHOWN ON THESE PLANS ARE TIED TO NAVD 88 DATUM.



Know what's below.
Call before you dig.

BENCHMARK

PROJECT BENCHMARK: CITY OF GREELEY CONTROL NETWORK B.M. #111" BRASS
3.25" DISK, LOCATED IN THE SOUTH EAST CORNER OF BITTERSWEET PARK NEAR
THE INTERSECTION OF 16TH ST. AND 35TH AVE. ELEV=4791.105' (NAVD88).

SITE B.M. NO.1 FOUND NO. 5 REBAR WITH PLASTIC CAP PLS 14833 LOCATED AT
THE NORTHWEST CORNER OF OUTLOT C ELEVATION =4692.36

SITE B.M. NO.2 FOUND NO. 5 REBAR WITH PLASTIC CAP PLS ILLEGIBLE LOCATED
ON THE SOUTHWEST LOT LINE OF OUTLOT C ELEVATION =4730.49

BASIS OF BEARING

BASIS OF BEARINGS IS N89°55'53"W ALONG THE LINE BETWEEN THE MONUMENTS
FOUND ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SECTION 2.
THIS IS THE SAME BASIS OF BEARINGS USED HISTORICALLY FOR THE JOHNSON
SUBDIVISION, RUYLE PROPERTIES, AND THE SUBJECT PROPERTY; HOWEVER,
THE BASIS OF BEARINGS IS APPROXIMATELY 6° ROTATED FROM TRUE NORTH, AS
CAN BE SEEN BY THE ALIGNMENT OF 35TH AVENUE, THE EAST LINE OF THE
NORTHEAST QUARTER OF SECTION 2, WHICH IS CLOSE TO A TRUE NORTH
ALIGNMENT.



VICINITY MAP
SCALE: 1" = 2000'

ZONING DESCRIPTION

A TRACT OF LAND LOCATED IN THE NORTHEAST ¼ OF SECTION 2, TOWNSHIP 5 NORTH, RANGE 66 WEST OF THE 6TH P.M.
BEING ALL OF LOT 1 BEST-WAY PARK MINOR SUBDIVISION 1ST REPLAT AS RECORDED IN RECEPTION NO. 4287176, CITY OF
GREELEY, COUNTY OF WELD, STATE OF COLORADO AND THE SOUTH 18.00 FEET OF THE GREELEY #3 CANAL, AND THE
WEST 70 FEET OF N. 35TH AVE ADJOINING SAID LOT 1 AND SAID CANAL, AND THE NORTH 60 FEET OF 4TH ST. ADJOINING
SAID LOT 1, MORE PARTICULARLY DESCRIBED AS FOLLOWS.

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 1, THENCE BEARING N 13°44'30" W, ALONG THE WEST LINE OF SAID
LOT 1, A DISTANCE OF 1238.41 FEET;
THENCE, N 09° 12' 39" E, A DISTANCE OF 14.82 FEET;
THENCE, S 80° 43' 00" E, A DISTANCE OF 25.00 FEET;
THENCE, N 09° 12' 16" E, A DISTANCE OF 1050.91 FEET TO A POINT 18.00 FEET NORTH OF THE NORTH LINE OF SAID LOT 1;
THENCE ALONG A LINE 18.00 FEET NORTH OF AND PARALLEL WITH SAID NORTH LINE THE FOLLOWING 8 COURSES;
1. N 84° 39' 18" E, A DISTANCE OF 51.94 FEET;
2. S 89° 00' 30" E, A DISTANCE OF 257.53 FEET;
3. S 75° 18' 29" E, A DISTANCE OF 129.39 FEET;
4. S 66° 09' 38" E, A DISTANCE OF 382.34 FEET;
5. S 63° 20' 48" E, A DISTANCE OF 233.41 FEET;
6. S 49° 27' 12" E, A DISTANCE OF 457.05 FEET;
7. S 69° 28' 12" E, A DISTANCE OF 210.07 FEET;
8. S 80° 30' 45" E, A DISTANCE OF 112.39 FEET;
9. S 73° 04' 44" E, A DISTANCE OF 264.09 FEET, TO THE EAST LINE OF SAID SECTION 2;
THENCE, S 06° 09' 59" W, ALONG SAID EAST LINE, A DISTANCE OF 151.36 FEET;
THENCE, N 83° 50' 01" W, A DISTANCE OF 70.00 FEET TO THE EAST LINE OF SAID LOT 1, AND THE BEGINNING OF A
NON-TANGENTIAL CURVE.
THENCE ALONG SAID CURVE TURNING TO THE LEFT FOR 47.13 FEET THROUGH AN ANGLE OF 89° 53' 54", HAVING A RADIUS
OF 30.04 FEET, AND WHOSE LONG CHORD BEARS N 38° 51' 17" W, A DISTANCE OF 42.44 FEET TO A POINT OF
INTERSECTION WITH A NON-TANGENTIAL LINE.
THENCE, N 83° 50' 01" W, ALONG THE SOUTHERLY LINE OF SAID LOT 1, A DISTANCE OF 40.53 FEET TO THE BEGINNING OF A
CURVE.
THENCE CONTINUING ALONG SAID SOUTHERLY LINE, ALONG SAID CURVE TURNING TO THE LEFT FOR 115.41 FEET
THROUGH AN ANGLE OF 30° 03' 23", HAVING A RADIUS OF 220.0000 FEET, AND WHOSE LONG CHORD BEARS S 61° 08' 16" W,
A DISTANCE OF 114.09 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENTIAL LINE.
THENCE ALONG THE SOUTHERLY AND EASTERLY LINES OF SAID LOT 1 THE FOLLOWING 10 COURSES;
1. S 06° 38' 28" W, A DISTANCE OF 151.00 FEET;
2. S 66° 04' 48" W, A DISTANCE OF 80.00 FEET;
3. S 68° 48' 53" W, A DISTANCE OF 69.35 FEET;
4. S 77° 06' 30" W, A DISTANCE OF 71.93 FEET;
5. S 85° 35' 50" W, A DISTANCE OF 70.21 FEET;
6. N 90° 00' 00" W, A DISTANCE OF 390.00 FEET;
7. S 00° 04' 02" E, A DISTANCE OF 260.07 FEET;
8. N 89° 59' 23" W, A DISTANCE OF 740.30 FEET;
9. S 78° 34' 53" W, A DISTANCE OF 112.43 FEET;
10. S 11° 25' 07" E, A DISTANCE OF 226.36 FEET TO THE BEGINNING OF A CURVE.
THENCE ALONG THE EAST LINE OF SAID LOT 1, ALONG SAID CURVE TURNING TO THE LEFT FOR 39.29 THROUGH AN ANGLE
OF 03° 56' 59", HAVING A RADIUS OF 570.00 FEET, AND WHOSE LONG CHORD BEARS S 13° 23' 36" E, A DISTANCE OF 39.29
FEET TO A POINT OF INTERSECTION WITH A NON-TANGENTIAL LINE.
THENCE CONTINUING ALONG THE EASTERLY LINE OF SAID LOT 1 THE FOLLOWING 2 COURSES;
1. S 15° 23' 14" E, A DISTANCE OF 482.58 FEET;
2. S 15° 23' 14" E, A DISTANCE OF 48.14 FEET TO THE BEGINNING OF A CURVE.
THENCE ALONG THE EAST LINE OF SAID LOT 1, ALONG SAID CURVE TURNING TO THE RIGHT FOR 75.59 FEET, THROUGH
AN ANGLE OF 15° 28' 04", HAVING A RADIUS OF 280.00 FEET, AND WHOSE LONG CHORD BEARS S 07° 39' 12" E, A DISTANCE
OF 75.36 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENTIAL LINE.
THENCE CONTINUING ALONG SAID EASTERLY LINE, S 00° 04' 07" W, A DISTANCE OF 10.00 FEET TO THE BEGINNING OF A
NON-TANGENTIAL CURVE.
THENCE CONTINUING ALONG THE EAST LINE OF SAID LOT 1, ALONG SAID CURVE FOR 47.11 FEET, TURNING TO THE LEFT
THROUGH AN ANGLE OF 89° 55' 48", HAVING A RADIUS OF 30.01 FEET, AND WHOSE LONG CHORD BEARS S 44° 54' 23" E, A
DISTANCE OF 42.42 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 1, AND THE POINT OF INTERSECTION WITH A
NON-TANGENTIAL LINE.
THENCE S 13° 44' 30" E, A DISTANCE OF 61.79 FEET TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION
2;
THENCE N 89° 55' 53" W, ALONG SAID SOUTH LINE A DISTANCE OF 247.81 FEET;
THENCE N 13°44'30" W, A DISTANCE OF 61.79 FEET TO THE POINT OF BEGINNING;

EXCEPTING THEREFROM THE FOLLOWING.

OUTLOT 2, CITY OF GREELEY BEST-WAY PARK MINOR SUBDIVISION 1ST REPLAT AS RECORDED IN RECEPTION NO.
4287176, CITY OF GREELEY, COUNTY OF WELD AND CONTAINING 11739 SQ. FEET OR 0.269 ACRES
MORE OR LESS.
AND
THAT PORTION OF N. 35TH AVENUE ADJOINING SAID OUTLOT 2 MORE PARTICULARLY DESCRIBED AS FOLLOWS;
BEGINNING AT THE NORTHEAST CORNER OF SAID OUTLOT 2, THENCE S 73°04'44" E ALONG THE EXTENSION OF THE
NORTH LINE OF SAID OUTLOT 2 71.25 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 2;
THENCE S 06°09'59" W, ALONG SAID EAST LINE, 27.76 FEET TO A POINT OF INTERSECTION WITH THE SOUTH TANGENT LINE
OF SAID OUTLOT 2 EXTENDED;
THENCE N 83°50'01" W ALONG THE EXTENSION OF SAID TANGENT LINE, 100.06 FEET TO A POINT ON THE WEST LINE OF N.
35TH AVENUE AND THE BEGINNING OF A CURVE CONCAVE TO THE NORTH;
THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, TO THE LEFT, HAVING A RADIUS OF 30.00 FEET, WITH A
CHORD BEARING N 51°09'59" E 42.43 FEET, AND A CENTRAL ANGLE OF 90°00'00" FOR A DISTANCE OF 47.12 FEET TO A
POINT OF TANGENCY;
THENCE N 06°09'59" E, 11.06 FEET TO THE POINT OF BEGINNING. CONTAINING 2602 SQ. FEET OR 0.080 ACRES
MORE OR LESS.

LOT 1, OF BEST-WAY PARK MINOR SUBDIVISION AS RECORDED IN RECEPTION NO. 3687990 OF THE RECORDS OF WELD
COUNTY AND CONTAINING 112018 SQ. FEET OR 2.572 ACRES
MORE OR LESS.

LOT 2, OF BEST-WAY PARK MINOR SUBDIVISION AS RECORDED IN RECEPTION NO. 3687990 OF THE RECORDS OF WELD
COUNTY AND CONTAINING 48093 SQ. FEET OR 1.104 ACRES
MORE OR LESS.

OUTLOT A, OF BEST-WAY PARK MINOR SUBDIVISION AS RECORDED IN RECEPTION NO.3687990 OF THE RECORDS OF
WELD COUNTY AND CONTAINING 65598 SQ. FEET OR 1.506
ACRES MORE OR LESS.

SAID DESCRIBED PARCEL CONTAINS 1,771,528 SQUARE FEET (40.669 ACRES), MORE OR LESS, SUBJECT TO ANY AND ALL
EASEMENTS, RESERVATIONS, RESTRICTIONS AND CONVEYANCES OF RECORD.

EXCEPTING THEREFROM THE FOLLOWING.

OUTLOT 2, CITY OF GREELEY BEST-WAY PARK MINOR SUBDIVISION 1ST REPLAT AS RECORDED IN RECEPTION NO.
4287176, CITY OF GREELEY, COUNTY OF WELD AND CONTAINING 11739 SQ. FEET OR 0.269 ACRES
MORE OR LESS.
AND
THAT PORTION OF N. 35TH AVENUE ADJOINING SAID OUTLOT 2 MORE PARTICULARLY DESCRIBED AS FOLLOWS;
BEGINNING AT THE NORTHEAST CORNER OF SAID OUTLOT 2, THENCE S 73°04'44" E ALONG THE EXTENSION OF THE
NORTH LINE OF SAID OUTLOT 2 71.25 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 2;
THENCE S 06°09'59" W, ALONG SAID EAST LINE, 27.76 FEET TO A POINT OF INTERSECTION WITH THE SOUTH TANGENT LINE
OF SAID OUTLOT 2 EXTENDED;
THENCE N 83°50'01" W ALONG THE EXTENSION OF SAID TANGENT LINE, 100.06 FEET TO A POINT ON THE WEST LINE OF N.
35TH AVENUE AND THE BEGINNING OF A CURVE CONCAVE TO THE NORTH;
THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, TO THE LEFT, HAVING A RADIUS OF 30.00 FEET, WITH A
CHORD BEARING N 51°09'59" E 42.43 FEET, AND A CENTRAL ANGLE OF 90°00'00" FOR A DISTANCE OF 47.12 FEET TO A
POINT OF TANGENCY;
THENCE N 06°09'59" E, 11.06 FEET TO THE POINT OF BEGINNING. CONTAINING 2602 SQ. FEET OR 0.080 ACRES
MORE OR LESS.

LOT 1, OF BEST-WAY PARK MINOR SUBDIVISION AS RECORDED IN RECEPTION NO. 3687990 OF THE RECORDS OF WELD
COUNTY AND CONTAINING 112018 SQ. FEET OR 2.572 ACRES
MORE OR LESS.

LOT 2, OF BEST-WAY PARK MINOR SUBDIVISION AS RECORDED IN RECEPTION NO. 3687990 OF THE RECORDS OF WELD
COUNTY AND CONTAINING 48093 SQ. FEET OR 1.104 ACRES
MORE OR LESS.

OUTLOT A, OF BEST-WAY PARK MINOR SUBDIVISION AS RECORDED IN RECEPTION NO.3687990 OF THE RECORDS OF
WELD COUNTY AND CONTAINING 65598 SQ. FEET OR 1.506
ACRES MORE OR LESS.

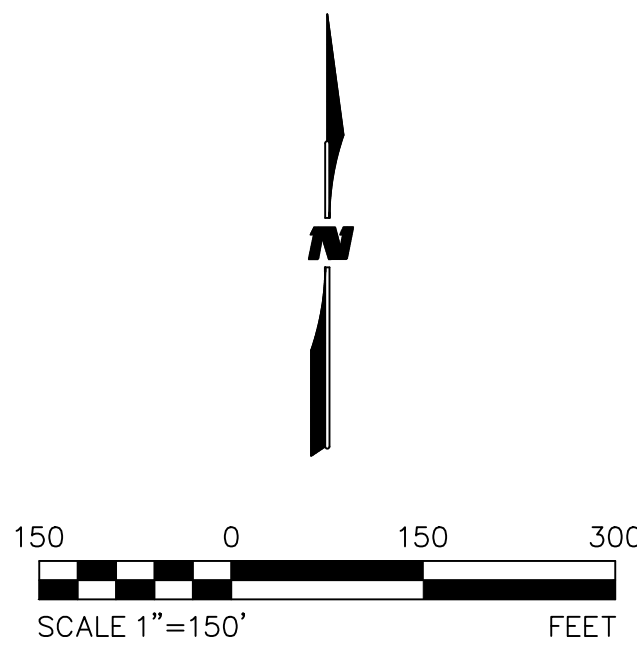
SAID DESCRIBED PARCEL CONTAINS 1,771,528 SQUARE FEET (40.669 ACRES), MORE OR LESS, SUBJECT TO ANY AND ALL
EASEMENTS, RESERVATIONS, RESTRICTIONS AND CONVEYANCES OF RECORD.

BASIS OF BEARING:
BEARINGS HEREIN ARE BASED ON THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 3 NORTH,
RANGE 66 WEST BEARING N 06°09'59" E AS SHOWN ON SAID BEST-WAY PARK MINOR SUBDIVISION 1ST REPLAT.

ENGINEER					WILSON & COMPANY 1675 BROADWAY, SUITE 200 DENVER, COLORADO 80202 PHONE: 303-297-2976 FAX: 303-297-2693 www.wilsonco.com				
PROPERTY OWNERS					CITY OF GREELEY 1001 9TH AVENUE GREELEY, CO 80631				
SEAL					CITY OF GREELEY BEST WAY PUD 145 NORTH 35TH AVENUE GREELEY, CO 80631				
PROJECT NAME					TLC				
1		12/01/2022		REZONING - REVISION #1		TLC			
2		05/05/2023		REZONING - REVISION #2					

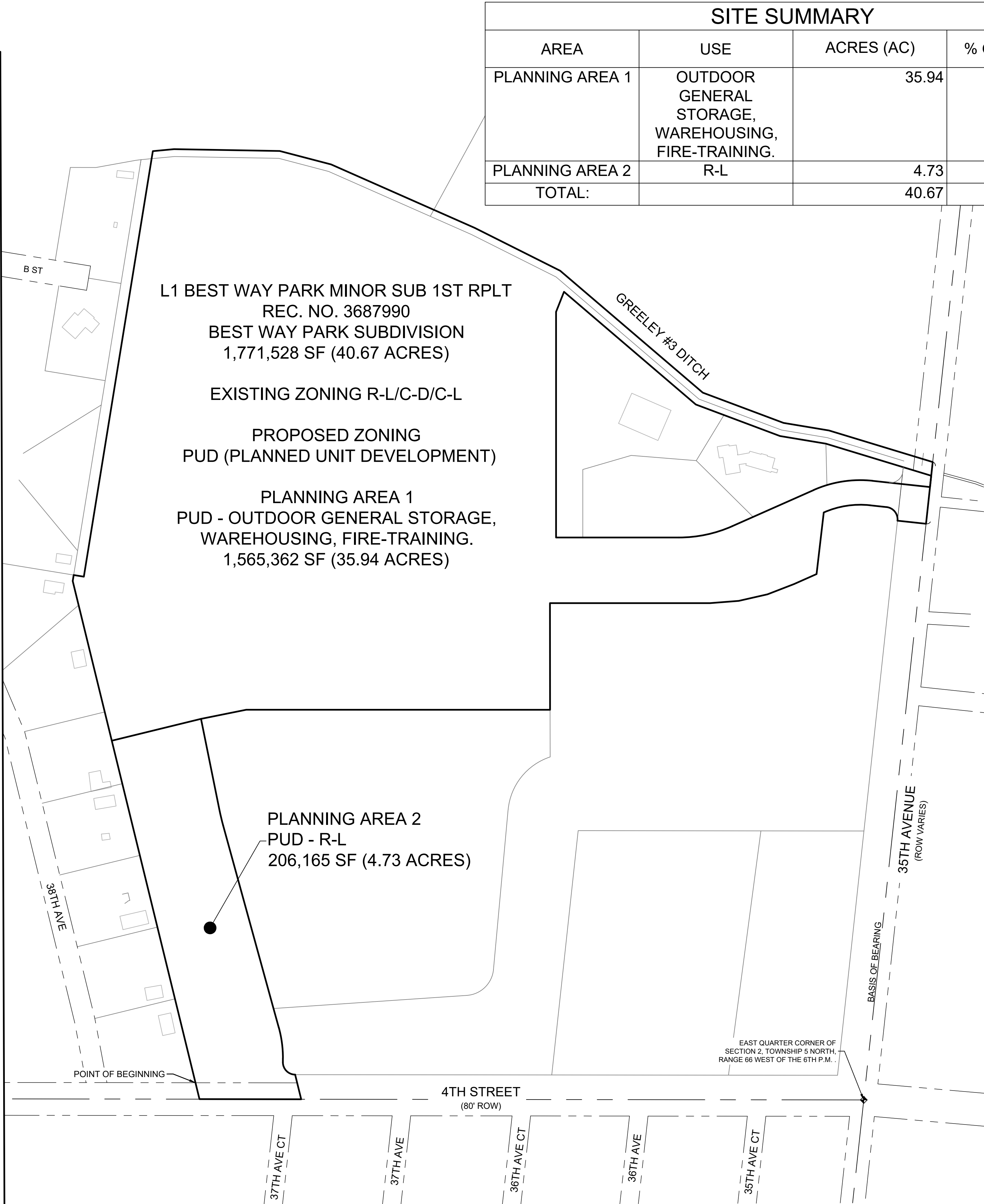
DEVELOPMENT STANDARDS	
DESCRIPTION	PROPOSED
PLANNING AREA 1	
PERMITTED USES	OUTDOOR GENERAL STORAGE, WAREHOUSING, FIRE-TRAINING.
USES NOT ALLOWED	ALL BUT ABOVE
MINIMUM LOT AREA	PER I-L STANDARDS
BUILDING COVERAGE	PER I-L STANDARDS
DRIVE, PARKING, AND WALKS	PER I-L STANDARDS
OPEN SPACE	10% MIN
MAXIMUM LOT COVERAGE	PER I-L STANDARDS
PARKING	PER I-L STANDARDS
MINIMUM SETBACKS	PER I-L STANDARDS
ACCESSORY STRUCTURE SETBACKS	PER I-L STANDARDS
ENCROACHMENTS	PER DEVELOPMENT CODE STANDARDS
BUILDING HEIGHT	50' MAX
SIGN STANDARDS	PER I-L STANDARDS

DEVELOPMENT STANDARDS	
DESCRIPTION	PROPOSED
PLANNING AREA 2	
PERMITTED USES	ALL PERMITTED USES AND USES BY SPECIAL REVIEW IN THE R-L ZONING DISTRICT
USES NOT ALLOWED	ALL BUT ABOVE
MINIMUM LOT AREA	PER R-L STANDARDS
DENSITY	PER R-L STANDARDS
BUILDING COVERAGE	PER R-L STANDARDS
DRIVE, PARKING, AND WALKS	PER R-L STANDARDS
OPEN SPACE	PER R-L STANDARDS
MAXIMUM LOT COVERAGE	PER R-L STANDARDS
PARKING	PER R-L STANDARDS
MINIMUM SETBACKS	PER R-L STANDARDS
ACCESSORY STRUCTURE SETBACKS	PER R-L STANDARDS
ENCROACHMENTS	PER R-L STANDARDS
BUILDING HEIGHT	PER R-L STANDARDS
SIGN STANDARDS	PER R-L STANDARDS



Know what's below.
Call before you dig.

SITE SUMMARY			
AREA	USE	ACRES (AC)	% OF ACREAGE
PLANNING AREA 1	OUTDOOR GENERAL STORAGE, WAREHOUSING, FIRE-TRAINING.	35.94	88.37%
PLANNING AREA 2	R-L	4.73	11.63%
TOTAL:		40.67	100%



ZONING DESCRIPTION

A TRACT OF LAND LOCATED IN THE NORTHEAST ¼ OF SECTION 2, TOWNSHIP 5 NORTH, RANGE 66 WEST OF THE 6TH P.M. BEING ALL OF LOT 1 BEST-WAY PARK MINOR SUBDIVISION 1ST REPLAT AS RECORDED IN RECEPTION NO. 4287176, CITY OF GREELEY, COUNTY OF WELD, STATE OF COLORADO AND THE SOUTH 18.00 FEET OF THE GREELEY #3 CANAL, AND THE WEST 70 FEET OF N. 35TH AVE ADJOINING SAID LOT 1 AND SAID CANAL, AND THE NORTH 80 FEET OF 4TH ST. ADJOINING SAID LOT 1, MORE PARTICULARLY DESCRIBED AS FOLLOWS.

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 1, THENCE BEARING N 13°44'30" W, ALONG THE WEST LINE OF SAID LOT 1, A DISTANCE OF 1238.41 FEET;
THENCE, N 09° 12' 39" E, A DISTANCE OF 14.82 FEET;
THENCE, S 80° 43' 00" E, A DISTANCE OF 25.00 FEET;
THENCE, N 09° 12' 16" E, A DISTANCE OF 1050.91 FEET TO A POINT 18.00 FEET NORTH OF THE NORTH LINE OF SAID LOT 1;
THENCE ALONG A LINE 18.00 FEET NORTH OF AND PARALLEL WITH SAID NORTH LINE THE FOLLOWING 8 COURSES;
1. N 84° 39' 18" E, A DISTANCE OF 51.94 FEET;
2. S 89° 00' 30" E, A DISTANCE OF 257.53 FEET;
3. S 75° 18' 29" E, A DISTANCE OF 129.39 FEET;
4. S 66° 09' 38" E, A DISTANCE OF 382.34 FEET;
5. S 63° 20' 48" E, A DISTANCE OF 233.41 FEET;
6. S 49° 27' 12" E, A DISTANCE OF 457.05 FEET;
7. S 69° 28' 12" E, A DISTANCE OF 210.07 FEET;
8. S 80° 30' 45" E, A DISTANCE OF 112.39 FEET;
9. S 73° 04' 44" E, A DISTANCE OF 264.09 FEET, TO THE EAST LINE OF SAID SECTION 2;
THENCE, S 06° 09' 59" W, ALONG SAID EAST LINE, A DISTANCE OF 151.36 FEET;
THENCE, N 83° 50' 01" W, A DISTANCE OF 70.00 FEET TO THE EAST LINE OF SAID LOT 1, AND THE BEGINNING OF A NON-TANGENTIAL CURVE,
THENCE ALONG SAID CURVE TURNING TO THE LEFT FOR 47.13 FEET THROUGH AN ANGLE OF 89° 53' 54", HAVING A RADIUS OF 30.04 FEET, AND WHOSE LONG CHORD BEARS N 38° 51' 17" W, A DISTANCE OF 42.44 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENTIAL LINE,
THENCE, N 83° 50' 01" W, ALONG THE SOUTHERLY LINE OF SAID LOT 1, A DISTANCE OF 40.53 FEET TO THE BEGINNING OF A CURVE,
THENCE CONTINUING ALONG SAID SOUTHERLY LINE, ALONG SAID CURVE TURNING TO THE LEFT FOR 115.41 FEET THROUGH AN ANGLE OF 30° 03' 23", HAVING A RADIUS OF 220.000 FEET, AND WHOSE LONG CHORD BEARS S 81° 08' 16" W, A DISTANCE OF 114.09 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENTIAL LINE,
THENCE ALONG THE SOUTHERLY AND EASTERLY LINES OF SAID LOT 1 THE FOLLOWING 10 COURSES;
1. S 06° 38' 28" W, A DISTANCE OF 151.00 FEET;
2. S 66° 04' 48" W, A DISTANCE OF 80.00 FEET;
3. S 68° 48' 53" W, A DISTANCE OF 69.35 FEET;
4. S 77° 06' 30" W, A DISTANCE OF 71.93 FEET;
5. S 85° 35' 50" W, A DISTANCE OF 70.21 FEET;
6. N 90° 00' 00" W, A DISTANCE OF 390.00 FEET;
7. S 00° 04' 02" E, A DISTANCE OF 260.07 FEET;
8. N 89° 59' 23" W, A DISTANCE OF 740.30 FEET;
9. S 78° 34' 53" W, A DISTANCE OF 112.43 FEET;
10. S 11° 25' 07" E, A DISTANCE OF 226.36 FEET TO THE BEGINNING OF A CURVE,
THENCE ALONG THE EAST LINE OF SAID LOT 1, ALONG SAID CURVE TURNING TO THE LEFT FOR 39.29 THROUGH AN ANGLE OF 03° 56' 59", HAVING A RADIUS OF 570.00 FEET, AND WHOSE LONG CHORD BEARS S 13° 23' 36" E, A DISTANCE OF 39.29 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENTIAL LINE,
THENCE CONTINUING ALONG THE EASTERLY LINE OF SAID LOT 1 THE FOLLOWING 2 COURSES;
1. S 15° 23' 14" E, A DISTANCE OF 482.58 FEET;
2. S 15° 23' 14" E, A DISTANCE OF 48.14 FEET TO THE BEGINNING OF A CURVE,
THENCE ALONG THE EAST LINE OF SAID LOT 1, ALONG SAID CURVE TURNING TO THE RIGHT FOR 75.59 FEET, THROUGH AN ANGLE OF 15° 28' 04", HAVING A RADIUS OF 280.00 FEET, AND WHOSE LONG CHORD BEARS S 07° 39' 12" E, A DISTANCE OF 75.36 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENTIAL LINE,
THENCE CONTINUING ALONG SAID EASTERLY LINE, S 00° 04' 07" W, A DISTANCE OF 10.00 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE,
THENCE CONTINUING ALONG THE EAST LINE OF SAID LOT 1, ALONG SAID CURVE FOR 47.11 FEET, TURNING TO THE LEFT THROUGH AN ANGLE OF 89° 55' 48", HAVING A RADIUS OF 30.01 FEET, AND WHOSE LONG CHORD BEARS S 44° 54' 23" E, A DISTANCE OF 42.42 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 1, AND THE POINT OF INTERSECTION WITH A NON-TANGENTIAL LINE,
THENCE S 13° 44' 30" E, A DISTANCE OF 61.79 FEET TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 2;
THENCE N 89° 55' 53" W, ALONG SAID SOUTH LINE A DISTANCE OF 247.81 FEET;
THENCE N 13°44'30" W, A DISTANCE OF 61.79 FEET TO THE POINT OF BEGINNING;

EXCEPTING THEREFROM THE FOLLOWING.
OUTLOT 2, CITY OF GREELEY BEST-WAY PARK MINOR SUBDIVISION 1ST REPLAT AS RECORDED IN RECEPTION NO. 4287176, CITY OF GREELEY, COUNTY OF WELD AND CONTAINING 11739 SQ. FEET OR 0.269 ACRES MORE OR LESS.
AND
THAT PORTION OF N. 35TH AVENUE ADJOINING SAID OUTLOT 2 MORE PARTICULARLY DESCRIBED AS FOLLOWS;
BEGINNING AT THE NORTHEAST CORNER OF SAID OUTLOT 2, THENCE S 73°04'44" E ALONG THE EXTENSION OF THE NORTH LINE OF SAID OUTLOT 2, 71.25 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 2;
THENCE S 06°09'59" W, ALONG SAID EAST LINE, 27.76 FEET TO A POINT OF INTERSECTION WITH THE SOUTH TANGENT LINE OF SAID OUTLOT 2 EXTENDED;
THENCE N 83°50'01" W ALONG THE EXTENSION OF SAID TANGENT LINE, 100.06 FEET TO A POINT ON THE WEST LINE OF N. 35TH AVENUE AND THE BEGINNING OF A CURVE CONCAVE TO THE NORTH;
THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, TO THE LEFT, HAVING A RADIUS OF 30.00 FEET, WITH A CHORD BEARING N 51°09'59" E 42.43 FEET, AND A CENTRAL ANGLE OF 90°00'00" FOR A DISTANCE OF 47.12 FEET TO A POINT OF TANGENCY;
THENCE N 06°09'59" E, 11.06 FEET TO THE POINT OF BEGINNING. CONTAINING 2802 SQ. FEET OR 0.060 ACRES MORE OR LESS.
LOT 1, OF BEST-WAY PARK MINOR SUBDIVISION AS RECORDED IN RECEPTION NO. 3687990 OF THE RECORDS OF WELD COUNTY AND CONTAINING 112018 SQ. FEET OR 2.572 ACRES MORE OR LESS.
LOT 2, OF BEST-WAY PARK MINOR SUBDIVISION AS RECORDED IN RECEPTION NO. 3687990 OF THE RECORDS OF WELD COUNTY AND CONTAINING 48093 SQ. FEET OR 1.104 ACRES MORE OR LESS.
OUTLOT A, OF BEST-WAY PARK MINOR SUBDIVISION AS RECORDED IN RECEPTION NO.3687990 OF THE RECORDS OF WELD COUNTY AND CONTAINING 65596 SQ. FEET OR 1.506 ACRES MORE OR LESS.

SAID DESCRIBED PARCEL CONTAINS 1,771,528 SQUARE FEET (40.669 ACRES), MORE OR LESS, SUBJECT TO ANY AND ALL EASEMENTS, RESERVATIONS, RESTRICTIONS AND CONVEYANCES OF RECORD.
BASIS OF BEARING:
BEARINGS HEREIN ARE BASED ON THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 3 NORTH, RANGE 66 WEST BEARING N 06°09'59" E AS SHOWN ON SAID BEST-WAY PARK MINOR SUBDIVISION 1ST REPLAT.
LOT 1, OF BEST-WAY PARK MINOR SUBDIVISION AS RECORDED IN RECEPTION NO. 3687990 OF THE RECORDS OF WELD COUNTY AND CONTAINING 112018 SQ. FEET OR 2.572 ACRES MORE OR LESS.
LOT 2, OF BEST-WAY PARK MINOR SUBDIVISION AS RECORDED IN RECEPTION NO. 3687990 OF THE RECORDS OF WELD COUNTY AND CONTAINING 48093 SQ. FEET OR 1.104 ACRES MORE OR LESS.
OUTLOT A, OF BEST-WAY PARK MINOR SUBDIVISION AS RECORDED IN RECEPTION NO.3687990 OF THE RECORDS OF WELD COUNTY AND CONTAINING 65596 SQ. FEET OR 1.506 ACRES MORE OR LESS.

ENGINEER

WILSON & COMPANY

1676 BROADWAY, SUITE 200
DENVER, COLORADO 80202
PHONE: 303-297-2976
FAX: 303-297-2693
www.wilsonco.com

PROPERTY OWNERS

CITY OF GREELEY

1001 9TH AVENUE
GREELEY, CO 80631

SEAL

CITY OF GREELEY

BEST WAY PUD

145 NORTH 35TH AVENUE
GREELEY, CO 80631

TLC									BY
REZONING - REVISION #1									
REZONING - REVISION #2									
12/01/2023	05/05/2023								
1	2								REV.
									DATE
									DESCRIPTION

PROJECT NO:

18-600-416-00

DESIGNED BY:

TLC

DRAWN BY:

TLC

CHECKED BY:

KMG/BDH

DATE:

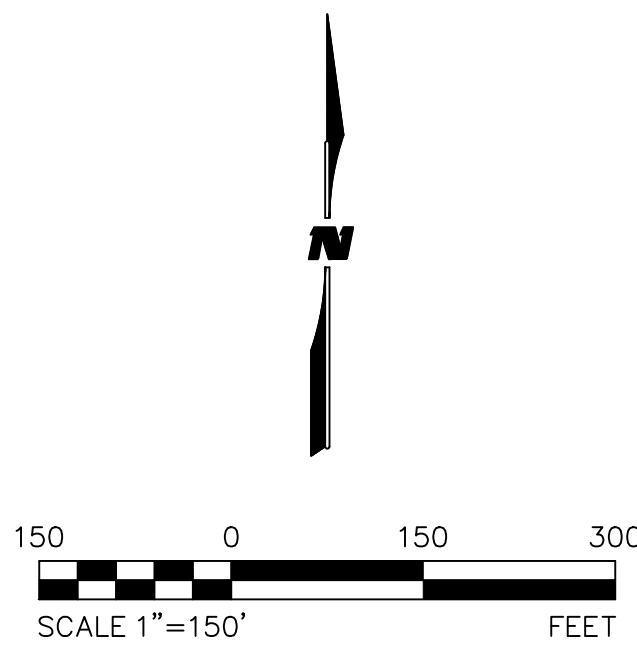
JUNE 07, 2023

SHEET TITLE

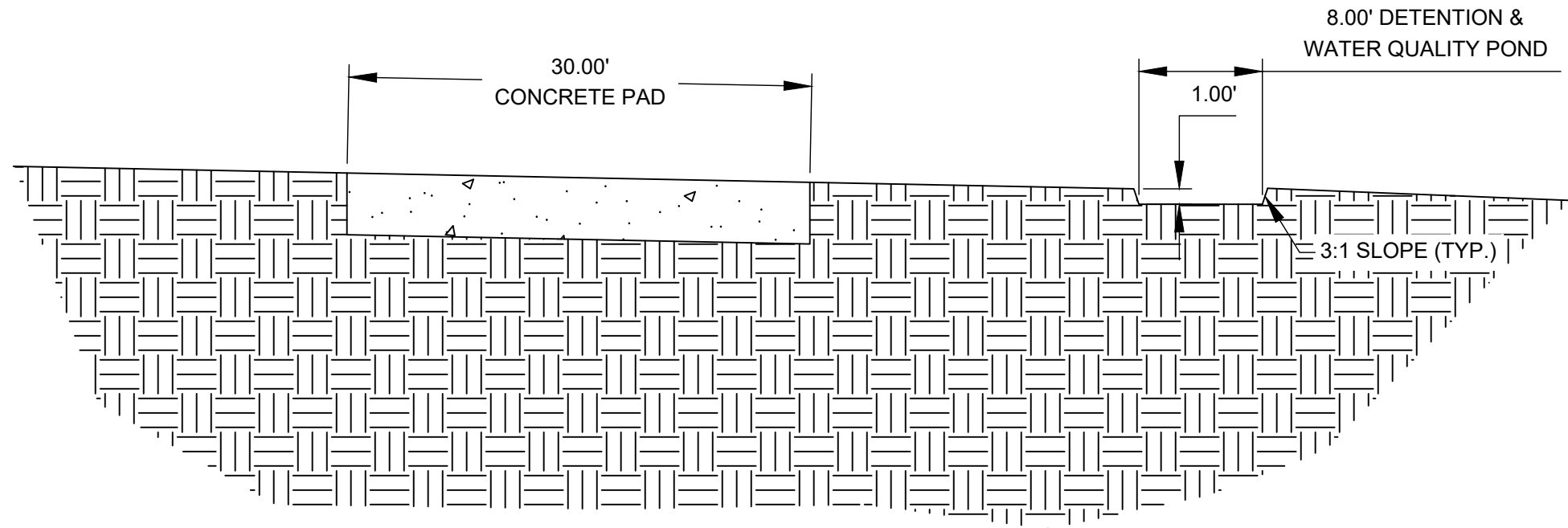
MASTER DEVELOPMENT PLAN - PROJECT BOUNDARY

SHEET NO:

C1.03



Know what's below.
Call before you dig.



A-A CROSS-SECTION
SCALE: 1" = 10'

ZONING DESCRIPTION

A TRACT OF LAND LOCATED IN THE NORTHEAST ¼ OF SECTION 2, TOWNSHIP 5 NORTH, RANGE 66 WEST OF THE 6TH P.M. BEING ALL OF LOT 1 BEST-WAY PARK MINOR SUBDIVISION 1ST REPLAT AS RECORDED IN RECEPTION NO. 4287176, CITY OF GREELEY, COUNTY OF WELD STATE OF COLORADO AND THE SOUTH 18.00 FEET OF THE GREELEY #3 CANAL, AND THE WEST 70 FEET OF N. 35TH AVE ADJOINING SAID LOT 1 AND SAID CANAL, AND THE NORTH 60 FEET OF 4TH ST. ADJOINING SAID LOT 1, MORE PARTICULARLY DESCRIBED AS FOLLOWS.

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 1, THENCE BEARING N 13°44'30" W, ALONG THE WEST LINE OF SAID LOT 1, A DISTANCE OF 1238.41 FEET;
THENCE, N 09° 12' 39" E, A DISTANCE OF 14.82 FEET;
THENCE, S 80° 43' 00" E, A DISTANCE OF 25.00 FEET;
THENCE, N 09° 12' 16" E, A DISTANCE OF 1050.91 FEET TO A POINT 18.00 FEET NORTH OF THE NORTH LINE OF SAID LOT 1;
THENCE ALONG A LINE 18.00 FEET NORTH OF AND PARALLEL WITH SAID NORTH LINE THE FOLLOWING 8 COURSES;

1. N 84° 39' 18" E, A DISTANCE OF 51.94 FEET;
 2. S 89° 00' 30" E, A DISTANCE OF 257.53 FEET;
 3. S 75° 18' 29" E, A DISTANCE OF 129.39 FEET;
 4. S 66° 02' 38" E, A DISTANCE OF 382.34 FEET;
 5. S 63° 20' 48" E, A DISTANCE OF 233.41 FEET;
 6. S 49° 27' 12" E, A DISTANCE OF 457.05 FEET;
 7. S 69° 28' 12" E, A DISTANCE OF 210.07 FEET;
 8. S 80° 30' 45" E, A DISTANCE OF 112.39 FEET;
 9. S 73° 04' 44" E, A DISTANCE OF 264.09 FEET, TO THE EAST LINE OF SAID SECTION 2;
- THENCE, S 06° 09' 59" W, ALONG SAID EAST LINE, A DISTANCE OF 151.36 FEET;
THENCE, N 83° 50' 01" W, A DISTANCE OF 70.00 FEET TO THE EAST LINE OF SAID LOT 1, AND THE BEGINNING OF A NON-TANGENTIAL CURVE;
THENCE ALONG SAID CURVE TURNING TO THE LEFT FOR 47.13 FEET THROUGH AN ANGLE OF 89° 53' 54", HAVING A RADIUS OF 30.04 FEET, AND WHOSE LONG CHORD BEARS N 38° 51' 17" W, A DISTANCE OF 42.44 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENTIAL LINE;
THENCE, N 83° 50' 01" W, ALONG THE SOUTHERLY LINE OF SAID LOT 1, A DISTANCE OF 40.53 FEET TO THE BEGINNING OF A CURVE;
THENCE CONTINUING ALONG SAID SOUTHERLY LINE, ALONG SAID CURVE TURNING TO THE LEFT FOR 115.41 FEET THROUGH AN ANGLE OF 30° 03' 23", HAVING A RADIUS OF 220.0000 FEET, AND WHOSE LONG CHORD BEARS S 81° 08' 16" W, A DISTANCE OF 114.00 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENTIAL LINE;
THENCE ALONG THE SOUTHERLY AND EASTERLY LINES OF SAID LOT 1 THE FOLLOWING 10 COURSES;

1. S 06° 38' 28" W, A DISTANCE OF 151.00 FEET;
 2. S 66° 04' 48" W, A DISTANCE OF 60.00 FEET;
 3. S 68° 48' 53" W, A DISTANCE OF 69.35 FEET;
 4. S 77° 06' 30" W, A DISTANCE OF 71.93 FEET;
 5. S 85° 35' 50" W, A DISTANCE OF 70.21 FEET;
 6. N 90° 00' 00" W, A DISTANCE OF 390.00 FEET;
 7. S 00° 04' 02" E, A DISTANCE OF 280.07 FEET;
 8. N 89° 59' 23" W, A DISTANCE OF 740.30 FEET;
 9. S 78° 34' 53" W, A DISTANCE OF 112.43 FEET;
 10. S 11° 25' 07" E, A DISTANCE OF 226.36 FEET TO THE BEGINNING OF A CURVE;
- THENCE ALONG THE EAST LINE OF SAID LOT 1, ALONG SAID CURVE TURNING TO THE LEFT FOR 39.29 THROUGH AN ANGLE OF 03° 56' 59", HAVING A RADIUS OF 570.00 FEET, AND WHOSE LONG CHORD BEARS S 13° 23' 36" E, A DISTANCE OF 39.29 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENTIAL LINE;
THENCE CONTINUING ALONG THE EASTERLY LINE OF SAID LOT 1 THE FOLLOWING 2 COURSES;

1. S 15° 23' 14" E, A DISTANCE OF 462.58 FEET;
 2. S 15° 23' 14" E, A DISTANCE OF 48.14 FEET TO THE BEGINNING OF A CURVE;
- THENCE ALONG THE EAST LINE OF SAID LOT 1, ALONG SAID CURVE TURNING TO THE RIGHT FOR 75.59 FEET, THROUGH AN ANGLE OF 15° 28' 04", HAVING A RADIUS OF 280.00 FEET, AND WHOSE LONG CHORD BEARS S 07° 39' 12" E, A DISTANCE OF 75.36 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENTIAL LINE;
THENCE CONTINUING ALONG SAID EASTERLY LINE, S 00° 04' 07" W, A DISTANCE OF 10.00 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE;
THENCE CONTINUING ALONG THE EAST LINE OF SAID LOT 1, ALONG SAID CURVE FOR 47.11 FEET, TURNING TO THE LEFT THROUGH AN ANGLE OF 89° 55' 48", HAVING A RADIUS OF 30.01 FEET, AND WHOSE LONG CHORD BEARS S 44° 54' 23" E, A DISTANCE OF 42.42 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 1, AND THE POINT OF INTERSECTION WITH A NON-TANGENTIAL LINE;
THENCE S 13° 44' 30" E, A DISTANCE OF 61.79 FEET TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 2;
THENCE N 89° 55' 53" W, ALONG SAID SOUTH LINE A DISTANCE OF 247.81 FEET;
THENCE N 13°44'30" W, A DISTANCE OF 61.79 FEET TO THE POINT OF BEGINNING;

EXCEPTING THEREFROM THE FOLLOWING.

OUTLOT 2, CITY OF GREELEY BEST-WAY PARK MINOR SUBDIVISION 1ST REPLAT AS RECORDED IN RECEPTION NO. 4287176, CITY OF GREELEY, COUNTY OF WELD AND CONTAINING 11739 SQ. FEET OR 0.269 ACRES MORE OR LESS.

AND
THAT PORTION OF N. 35TH AVENUE ADJOINING SAID OUTLOT 2 MORE PARTICULARLY DESCRIBED AS FOLLOWS;
BEGINNING AT THE NORTHEAST CORNER OF SAID OUTLOT 2, THENCE S 73°04'44" E ALONG THE EXTENSION OF THE NORTH LINE OF SAID OUTLOT 2, 71.25 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 2;
THENCE S 06°09'59" W, ALONG SAID EAST LINE, 27.76 FEET TO A POINT OF INTERSECTION WITH THE SOUTH TANGENT LINE OF SAID OUTLOT 2 EXTENDED;
THENCE N 83°50'01" W ALONG THE EXTENSION OF SAID TANGENT LINE, 100.06 FEET TO A POINT ON THE WEST LINE OF N. 35TH AVENUE, AND THE BEGINNING OF A CURVE CONCAVE TO THE NORTH;
THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, TO THE LEFT, HAVING A RADIUS OF 30.00 FEET, WITH A CHORD BEARING N 51°09'59" E 42.43 FEET, AND A CENTRAL ANGLE OF 90°00'00" FOR A DISTANCE OF 47.12 FEET TO A POINT OF TANGENCY;
THENCE N 06°09'59" E, 11.06 FEET TO THE POINT OF BEGINNING. CONTAINING 2602 SQ. FEET OR 0.060 ACRES MORE OR LESS.

LOT 1, OF BEST-WAY PARK MINOR SUBDIVISION AS RECORDED IN RECEPTION NO. 3687990 OF THE RECORDS OF WELD COUNTY AND CONTAINING 112018 SQ. FEET OR 2.572 ACRES MORE OR LESS.

LOT 2, OF BEST-WAY PARK MINOR SUBDIVISION AS RECORDED IN RECEPTION NO. 3687990 OF THE RECORDS OF WELD COUNTY AND CONTAINING 48093 SQ. FEET OR 1.104 ACRES MORE OR LESS.

OUTLOT A, OF BEST-WAY PARK MINOR SUBDIVISION AS RECORDED IN RECEPTION NO.3687990 OF THE RECORDS OF WELD COUNTY AND CONTAINING 65598 SQ. FEET OR 1.506 ACRES MORE OR LESS.

SAID DESCRIBED PARCEL CONTAINS 1,771,528 SQUARE FEET (40.669 ACRES), MORE OR LESS, SUBJECT TO ANY AND ALL EASEMENTS, RESERVATIONS, RESTRICTIONS AND CONVEYANCES OF RECORD.

BASIS OF BEARING:
BEARINGS HEREIN ARE BASED ON THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 3 NORTH, RANGE 66 WEST BEARING N 06°09'59" E AS SHOWN ON SAID BEST-WAY PARK MINOR SUBDIVISION 1ST REPLAT.

ENGINEER

WILSON & COMPANY

1676 BROADWAY, SUITE 200
DENVER, COLORADO 80202
PHONE: 303-297-2976
FAX: 303-297-2693
www.wilsonco.com

PROPERTY OWNERS

CITY OF GREELEY

1001 9TH AVENUE
GREELEY, CO 80631

SEAL

CITY OF GREELEY
BEST WAY PUD
145 NORTH 35TH AVENUE
GREELEY, CO 80631

PROJECT NAME		TLC	REZONING - REVISION #1		REZONING - REVISION #2		12/01/2022	05/05/2023	1	2	REV.	DATE	DESCRIPTION

PROJECT NO:

18-600-416-00

DESIGNED BY:

TLC

DRAWN BY:

TLC

CHECKED BY:

KMG/BD

DATE:

JUNE 07, 2023

SHEET TITLE

MASTER DEVELOPMENT PLAN - GENERAL LAYOUT

SHEET NO:

C1.04



Bestway PUD PUD2023-0003

July 18, 2023

Caleb Jackson, AICP | Interim Chief Planner

Request & Site Background

- Request:
 - Rezone from C-D (Conservation District), C-L (Commercial Low Intensity) and R-L (Residential Low Density) to PUD (Planned Unit Development)
- Background:
 - Sand/gravel extraction and concrete production in 1981
 - Site annexed and zoned in 2003
 - USR for fire training in 2015

Location



- 145 N 35th Avenue
- Surrounding Zoning and Land Uses:
 - North: R-MH, PUD | Mobile/Manufactured Home Park
 - East: R-M, C-L, I-M | Fire Station, Landscaping Contractor, Animal Hospital
 - South: R-L, R-M, C-D | Detention, Oil and Gas, Single-Family Dwellings
 - West: R-L, R-E | Single-Family Dwellings

Bestway PUD

SITE SUMMARY			
AREA	USE	ACRES (AC)	% OF ACREAGE
PLANNING AREA 1	OUTDOOR GENERAL STORAGE, WAREHOUSING, FIRE-TRAINING.	35.94	88.37%
PLANNING AREA 2	R-L	4.73	11.63%
TOTAL:		40.67	100%

L1 BEST WAY PARK MINOR SUB 1ST RPLT
REC. NO. 3687990
BEST WAY PARK SUBDIVISION
1,771,528 SF (40.67 ACRES)

EXISTING ZONING R-L/C-D/C-L

PROPOSED ZONING
PUD (PLANNED UNIT DEVELOPMENT)

PLANNING AREA 1
PUD - OUTDOOR GENERAL STORAGE,
WAREHOUSING, FIRE-TRAINING.
1,565,362 SF (35.94 ACRES)

PLANNING AREA 2
PUD - R-L
206,165 SF (4.73 ACRES)

DEVELOPMENT STANDARDS

DESCRIPTION

PROPOSED

PLANNING AREA 1

PERMITTED USES

OUTDOOR GENERAL STORAGE,
WAREHOUSING, FIRE-TRAINING.

USES NOT ALLOWED

ALL BUT ABOVE

MINIMUM LOT AREA

PER I-L STANDARDS

BUILDING COVERAGE

PER I-L STANDARDS

DRIVE, PARKING, AND WALKS

PER I-L STANDARDS

OPEN SPACE

10% MIN

MAXIMUM LOT COVERAGE

PER I-L STANDARDS

PARKING

PER I-L STANDARDS

MINIMUM SETBACKS

PER I-L STANDARDS

ACCESSORY STRUCTURE SETBACKS

PER I-L STANDARDS

ENCROACHMENTS

PER DEVELOPMENT CODE
STANDARDS

BUILDING HEIGHT

50' MAX

SIGN STANDARDS

PER I-L STANDARDS

DEVELOPMENT STANDARDS

DESCRIPTION

PROPOSED

PLANNING AREA 2

PERMITTED USES

ALL PERMITTED USES AND USES
BY SPECIAL REVIEW IN THE R-L
ZONING DISTRICT

USES NOT ALLOWED

ALL BUT ABOVE

MINIMUM LOT AREA

PER R-L STANDARDS

DENSITY

PER R-L STANDARDS

BUILDING COVERAGE

PER R-L STANDARDS

DRIVE, PARKING, AND WALKS

PER R-L STANDARDS

OPEN SPACE

PER R-L STANDARDS

MAXIMUM LOT COVERAGE

PER R-L STANDARDS

PARKING

PER R-L STANDARDS

MINIMUM SETBACKS

PER R-L STANDARDS

ACCESSORY STRUCTURE SETBACKS

PER R-L STANDARDS

ENCROACHMENTS

PER R-L STANDARDS

BUILDING HEIGHT

PER R-L STANDARDS

SIGN STANDARDS

PER R-L STANDARDS

Considerations

Approval Criteria

- Rezoning Criteria, 24-204(b)
Nine Criteria Used to Evaluate Rezoning Applications
- PUD Criteria, 24-205(c)
Four Criteria Used to Evaluate PUD Applications
- The proposal is consistent with the criteria as outlined in your Summary

Notification

- 239 notice letters
- Signs posted on the property
- Web notice
- Mineral notice completed
- No objection/support

Recommendation

- Complies with Sections 24-204(b) and 24-205(c)
- Staff recommends approval

Motions

Recommended (Approval)

- Based on the application received and the preceding analysis, the Planning Commission finds that the proposed rezoning and Planned Unit Development is in compliance with Sections 24-204(b) and 24-205(c) of the Development Code and therefore recommends City Council approval.

Alternative (Denial)

- Based on the application received and the preceding analysis, the Planning Commission finds that the proposed rezoning and Planned Unit Development is not in compliance with Sections 24-204(b) and 24-205(c) of the Development Code and therefore recommends City Council denial.

Review Criteria

Rezoning Review Criteria, Section 24-204(b)

1)	The proposal is in accordance with the goals and objectives of the Comprehensive Plan and any other plan, policy or guidance adopted pursuant to that plan. <i>Land Use Guidance Map – Suburban Neighborhood.</i> <i>Objective GC-1.2 Form of Growth, compact urban form over sprawl or leap-frog development.</i> <i>Objective GC-4.3 Infill Compatibility, compatible site design and building architecture.</i> <i>Objective PS-1.3 Steep Slopes, slopes in excess of fifteen percent should not be developed.</i>
2)	The proposal can fulfill the intent of the zoning district considering the relationship to surrounding areas. <i>The intent of the Planned Unit Development is to provide additional use of the property in ways that are compatible with the area. The proposed land uses provide opportunities for warehousing, outdoor storage, fire training, and residential which are relatively low-impact and low-intensity uses.</i>

Review Criteria



Rezoning Review Criteria, Section 24-204(b)

3) **Whether 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.**

- The area continues to see infill sites developed with a mix of residential and nonresidential uses. Recent development includes a mobile/manufactured home park, outdoor RV/boat/vehicle storage, and gas station. The proposed Planned Unit Development also includes areas for residential and nonresidential land uses that would encourage further development of the site reflective of recent changes in the area.*

4) **Whether the existing zoning has been in place for a substantial time without development, and if this indicates the existing zoning is inappropriate given development trends in the vicinity.**

- The existing zoning was established in 2003, and significant areas of the site remain undeveloped. Maintaining residential zoning for the pit area appears inappropriate due to the difficulty to provide adequate services to support that level of development and compatibility with neighboring nonresidential uses. Further residential development could be supported in this area, and the proposed PUD maintains the southern portion of the site for future residential development in an area with topography and neighboring uses more appropriate for residential.*

Review Criteria

Rezoning Review Criteria, Section 24-204(b)

- | | |
|----|---|
| 5) | <p>The proposed zoning will enable development in character with existing or anticipated development in the area considering the design of streets, civic spaces, and other open space; the pattern, scale and format of buildings and sites; and the compatibility and transitions with other complimentary uses and development.</p> |
| | <ul style="list-style-type: none"> <i>The proposal allows nonresidential uses in the pit area, which is compatible with nonresidential uses in that area. The proposal allows residential uses on the southern end of the site, which is compatible with residential uses in that area.</i> |
| 6) | <p>The City or other agencies have the ability to provide services or facilities that may be necessary for anticipated uses in the proposed district.</p> |
| | <ul style="list-style-type: none"> <i>Existing services are present in the vicinity to support development of the site as proposed.</i> |

Review Criteria

Rezoning Review Criteria, Section 24-204(b)

- | | |
|----|---|
| 7) | <p>The change will serve a community need, provide an amenity, or accommodate development that is not possible under the current zoning or that was not anticipated at the time of the initial zoning of the property, making the proposed zoning more appropriate than the current zoning.</p> |
| | <ul style="list-style-type: none"> <i>The proposed Planned Unit Development would accommodate the community's need for fire training, warehousing, outdoor storage, and residential. The proposed mix of allowed uses are not allowed under the existing zoning to this extent. The proposed zoning is more appropriate than the existing zoning to allow development of the site, serve community needs, and provide zoning tailored to the unique challenges of this location.</i> |
| 8) | <p>Any reasonably anticipated negative impacts on the area or adjacent property either are mitigated by sound planning, design and engineering practices or are outweighed by broader public benefits to the surrounding community.</p> |
| | <ul style="list-style-type: none"> <i>The only anticipated negative impact of the proposal would be visual, which is mitigated by the topography of the site and a privacy fence adjacent to existing residential uses.</i> |

Review Criteria



Rezoning Review Criteria, Section 24-204(b)

- | | |
|----|---|
| 9) | The recommendations of professional staff or advisory review bodies. |
|----|---|

Planned Unit Development Review Criteria, Section 24-205(c)

Planned Unit Development Review Criteria, Section 24-205(c)

- | | |
|----|---|
| 1) | The plan reflects greater consistency with or more specificity in implementing the Comprehensive Plan than what could be accomplished under application of general zoning districts and development standards. |
| | <ul style="list-style-type: none"><i>The proposal allows nonresidential uses to be incorporated into the area in a way that achieves greater consistency and more specificity than standard zones would allow. The proposed uses are enumerated and the proposal does not allow uses that could be incompatible with the area that would be allowed using standard zones.</i> |

Review Criteria

Planned Unit Development Review Criteria, Section 24-205(c)

- | | |
|----|---|
| 2) | <p>The benefits from any flexibility in the proposed plan:</p> <p>(1) promote the general public health, safety and welfare of the community, and in particular, that of the areas immediately near or within the proposed project, and is not strictly to benefit the applicant or a single project;</p> <p>(2) involves innovative concepts that were not anticipated by the development code; or</p> <p>(3) apply to a unique or specific context in a manner that allows the project to better meet the intent or design objectives of the base zoning districts and standards.</p> |
| | <ul style="list-style-type: none"> <i>The proposed development standards generally follow Development Code standards for I-L (Industrial Low Intensity) and R-L (Residential Low Density) areas. Flexibility is provided to reduce the range of uses allowed in the nonresidential portion of the PUD to increase compatibility and reduce impacts. A fifty-foot height limit is proposed to accommodate fire training towers, but the impact is mitigated by the site's depressed elevation.</i> |

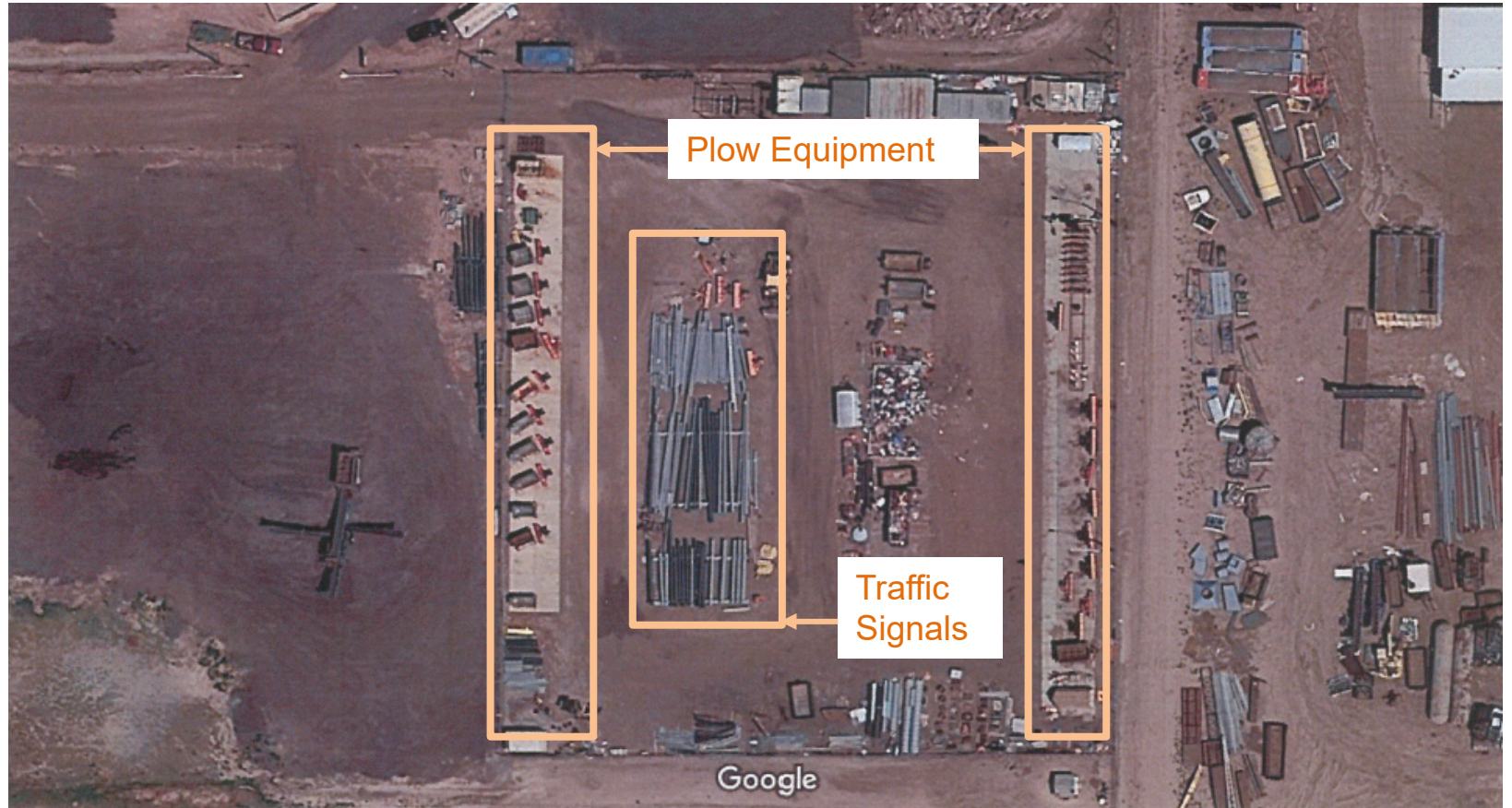
Review Criteria

Planned Unit Development Review Criteria, Section 24-205(c)

- | | |
|----|---|
| 3) | The plan reflects generally accepted and sound planning and urban design principles with respect to applying the goals and objectives of the Comprehensive Plan to the area. |
| | <ul style="list-style-type: none"> <i>The request is consistent with planning and design principles and the Comprehensive Plan.</i> |
| 4) | The plan meets all of the review criteria for zoning map amendments in Section 24-204. |
| | <ul style="list-style-type: none"> <i>The request complies with Section 24-204, Review Criteria for Rezoning as detailed above.</i> |

Background

- Previous City of Greeley Storage Location Sold



Background

- Proactively Held Two (2) Neighborhood Meetings
 - February 6th, 2023
 - March 15th, 2023
- Neighborhood Input Incorporated into Application
 - PUD Zoning
 - Fence Replacement – Scheduled for 2024 installation following another meeting with neighborhood regarding fence materials

Site Overview

Planned Unit Development (PUD)

- Outdoor General Storage
- Warehousing
- Fire Training





Council Agenda Summary

July 18, 2023

Key Staff Contact: Tammy Hitchens, Interim Finance Director, Robert Miller, Treasurer and Interim Budget Manager, Paul Trombino, Public Works Director, Brian McBroom, Community Development Director

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 2023 (3rd Appropriation)

Summary:

This is the third supplemental appropriation ordinance modifying the 2023 budget. This appropriation requests additional funds for three projects at the City. The first request is to use an additional \$990,000 grant from the State Department of Local Affairs to help offset the earthwork costs of the Hope Springs PUD Affordable Housing Development being constructed by Greeley Weld Habitat for Humanity. The City has a \$140,000 cash match and Habitat has a \$166,000 cash match that they will pay directly to the contractor. The total project cost is \$1,296,000, including the \$990,000 grant and the combined City and Habitat cash match. The City's cash match of \$140,000 was appropriated in December 2022.

The second request is to replace the Ice Haus Roof for \$532,000 using Food Tax Fund Balance.

Annually the City of Greeley received funds from the Colorado Department of Transportation (CDOT) specifically earmarked for safety related projects. It is Public Works intent to use existing fund balance of \$250,000 within this fund this year to install and construct traffic calming measures to improve safety and reduce speeds within neighborhoods throughout Greeley.

Fiscal Impact:

Does this item create a fiscal impact on the City of Greeley?	Yes
If yes, what is the initial, or, onetime impact?	\$1,772,000
What is the annual impact?	\$0.00
What fund of the City will provide Funding?	Public Improvement & Food Tax
What is the source of revenue within the fund?	Fund Balance & Grant
Is there grant funding for this item?	Yes
If yes, does this grant require a match?	Yes
Is this grant onetime or ongoing?	Onetime
Additional Comments:	

Legal Issues:

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

Other issues and Considerations:

Strategic Focus Area:



Housing For All



Infrastructure and Mobility

Decision Options:

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

Council's Recommended Action:

A motion to introduce the ordinance and schedule the public hearing and second reading for August 1, 2023.

Attachments:

1. Ord 33, 2023 - Appropriation #3
2. Hope Springs Request Presentation
3. Neighborhood Safety & Roof Request Presentation

CITY OF GREELEY, COLORADO
ORDINANCE NO. 33, 2023

**AN ORDINANCE APPROPRIATING ADDITIONAL SUMS TO DEFRAY THE EXPENSES
AND LIABILITIES OF THE CITY OF GREELEY FOR THE BALANCE OF THE FISCAL
YEAR OF 2023.**

WHEREAS, the City of Greeley has or will incur expenses for certain activities described below during the 2023 fiscal year; and

WHEREAS, the revenues received in the City of Greeley in 2022, exceeded the amount of revenues estimated in the 2022 Budget by more than the total amount of the expenditures in the same year.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL 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 2023 budget and amounts held in fund balance reserves from 2022, there is hereby appropriated the following designated sums to be allocated for use during the remainder of 2023:

Fund Description	Amount	Transfers	Total
Public Improvement (300)	1,240,000	-	1,240,000
Food Tax (304)	532,000	-	532,000
Total Expenditures by Fund	1,772,000	-	1,772,000

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 take effect on the fifth day following its final publication, as provided by Section 3-16 of the Greeley City Charter.

PASSED AND ADOPTED, SIGNED AND APPROVED ON THIS ____ DAY OF AUGUST, 2023.

ATTEST

**THE CITY OF GREELEY,
COLORADO**

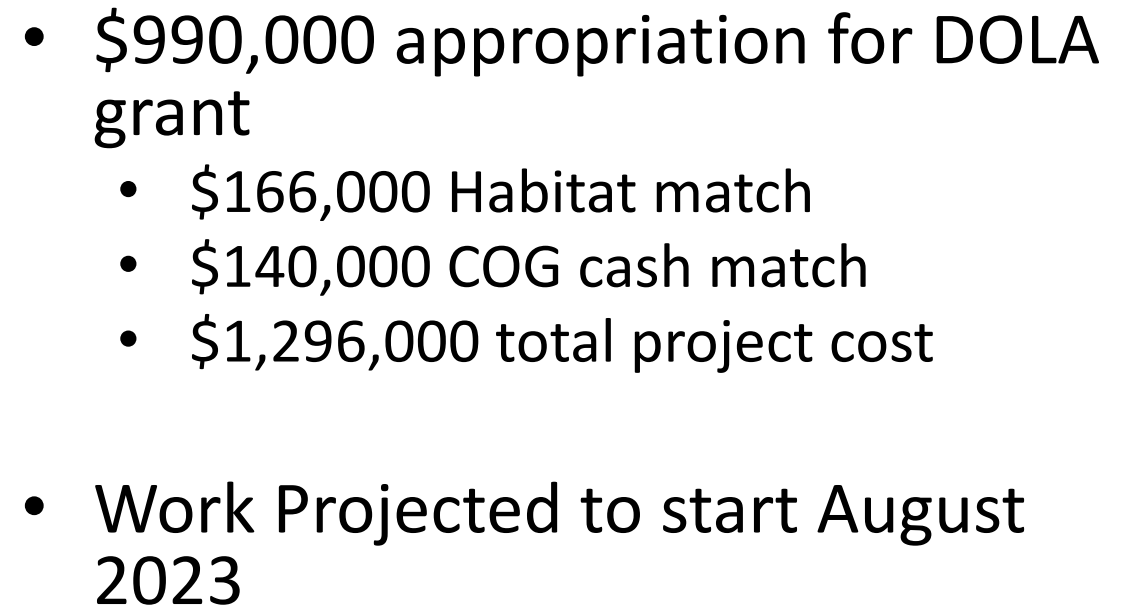
City Clerk

Mayor



Additional Appropriations

July 18, 2023



Questions?





Additional Appropriations

July 18, 2023

New Budget Requests

- **Neighborhood Safety – Traffic safety program to reduce speeds in neighborhoods - \$250,000**
Public Works has developed a Neighborhood Safety Program to respond to citizen concerns regarding traffic safety in neighborhoods. The program prioritizes the installation of traffic calming infrastructure to reduce speeds within neighborhoods.
Typical safety infrastructure includes speed humps, raised crosswalks, pedestrian beacons, enhanced signage and markings, as well quick hitting devices such as rubberized speed humps, flex post bollards, and tactical urbanism. The \$250,000 will go directly into safety improvements this construction season.
- **Roof Repair – Repair or replacement of the following roofs - Ice Haus –\$532,000**
The roof will be 18 years old in 2023. The life cycle is 20 to 30 years. This roof has several punctures in it due to signage being hung on the side of the roof, wildlife, and numerous maintenance calls for water leakage.

Neighborhood Safety



Ice Haus



Questions?





Council Agenda Summary

July 18, 2023

Key Staff Contact: Tammy Hitchens, Interim Finance Director

Title:

Public hearing and Second Reading of an Ordinance amending local improvement district No. 463 to add the property located at 1841 Homestead Road to the improvement district and making supplemental assessments against the lots and lands within the amended improvement district to cover the costs of the maintenance of landscaping around the perimeter of Range View Estates (35th Avenue and 20th Street) in the City of Greeley, Colorado

Summary:

Local Improvement District (LID) No. 463 was established to maintain the rights-of-way (ROW) landscaping outside the Range View neighborhood. The City collects the funds on behalf of the LID, which then uses those funds to provide the maintenance of the landscaping around the neighborhood perimeter. Since the adoption of LID No. 463, the property within the subdivision that had contained tennis courts has been converted to a buildable lot and is now under private ownership. This revision of the ordinance will incorporate 1841 Homestead Road in the annual assessment of \$350 per homeowner plus a 5% collection fee.

Fiscal Impact:

Does this item create a fiscal impact on the City of Greeley?	No
Is there grant funding for this item?	No

Legal Issues:

Other issues and Considerations:

This ordinance was first adopted on December 3, 2002 and has been reviewed every three years since and adjustments have been made when requested by the Range View HOA. The original ordinance did not include 1841 Homestead Road because at the time it was the site of the subdivision's tennis courts. The property owners and the LID/HOA have requested that this property now be included in the LID.

Strategic Focus Area:



Infrastructure and Mobility



Quality of Life

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:

1. ORD 28, 2023 - 2023 Range View HOA Revised
2. Petition
3. Presentation

**THE CITY OF GREELEY, COLORADO
ORDINANCE NO. 28 2023**

AN ORDINANCE AMENDING LOCAL IMPROVEMENT DISTRICT NO. 463 TO ADD THE PROPERTY LOCATED AT 1841 HOMESTEAD ROAD TO THE IMPROVEMENT DISTRICT, AND MAKING SUPPLEMENTAL ASSESSMENTS AGAINST THE LOTS AND LANDS WITHIN THE AMENDED IMPROVEMENT DISTRICT TO COVER THE COSTS OF THE MAINTENANCE OF LANDSCAPING AROUND THE PERIMETER OF RANGE VIEW ESTATES (35TH AVENUE AND 20TH STREET) IN THE CITY OF GREELEY, COLORADO.

WHEREAS, the City of Greeley, Colorado adopted Ordinance No. 62, 2002, on December 3, 2002, thereby creating Improvement District 463 in order to provide for the installation and maintenance of landscaping in the right-of-way around the perimeter of Range View Estates in the City of Greeley, Colorado, and

WHEREAS, the Greeley City Council found that the improvements authorized by the Improvement District 463 specially benefit the properties in the improvement district and provide no benefit to the general public; and

WHEREAS, the installation of the landscaping authorized by Ordinance No. 62, 2002, was completed at a total cost of \$82,173.52 and assessed equally against the lots and lands included in Improvement District 463; and

WHEREAS, Ordinance No. 62, 2002 set the total annual costs for maintenance of the landscaping at \$5,250.00 and provided that the annual maintenance costs should be assessed equally against the lands and lots in the special improvement district in accordance with Sections 18-384 through 18-387 (former citations were Sections 13.44.050 through 13.44.080) of the Greeley Municipal Code; and

WHEREAS, the City of Greeley, Colorado, adopted Ordinance No. 8, 2004, on February 17, 2004 set the annual maintenance costs of the landscaping at \$7,500.00; and

WHEREAS, the City of Greeley, Colorado, adopted Ordinance No. 22, 2021, on July 20, 2021 set the maintenance cost of landscaping at \$15,400.00; and

WHEREAS, both Ordinance No. 62, 2002 and Ordinance No 8, 2004 provided that the annual cost should be reviewed every three years for adequacy and adjusted accordingly; and

WHEREAS, the annual cost has not been adjusted since 2021; and

WHEREAS, in establishing the collection of annual maintenance costs as part of the local improvement costs, Ordinance No. 62, 2002 provided that these costs should be assessed in accordance with Sections 18-384 through 18-387 of the Greeley Municipal Code; and

WHEREAS, Section 18-387 of the Greeley Municipal Code (entitled "Scope of costs included"), provides that the costs of local improvements to be assessed against the lots in a local improvement "shall include the expense of ... postage, collection and any other incidental costs directly related to the creation of the improvement district and the making of assessments ... "; and

WHEREAS, the City incurs costs associated with the collection of the annual landscape maintenance costs, which costs include postage and staff time associated with collection which should be recouped by the City in the form of a fee included in the total amount of the annual landscape maintenance costs; and

WHEREAS, the City has determined the annual fee for postage and collection associated with the Improvement District 463 shall be equal to five percent (5%) of the annual landscape cost; and

WHEREAS, the City has obtained updated costs from the members of the Range View neighborhood which accurately reflect the annual landscape costs in the amount of \$350 per property address for a total of \$15,750.00; and

WHEREAS, the total costs of \$16,537.50 represent a reasonable annual maintenance amount to be assessed against the properties located in Improvement District 463; and

WHEREAS, at the time the Improvement District was created, all residential lots within the neighborhood were included within the Improvement District; and

WHEREAS, an additional residential property at 1841 Homestead Road has been added to the neighborhood due to the development of a lot which previously contained a tennis court; and

WHEREAS, the Rangeview Homeowners Association has submitted a petition to Council containing signatures of 29 property owners who are in favor of adding 1841 Homestead Road to the Improvement District; and

WHEREAS, the City Council finds that 1841 Homestead Road is specially benefited by the improvements; and

WHEREAS, the City Council finds that it is in the best interests of the City to amend Local Improvement District 463 to include the property located at 1841 Homestead Road in the Local Improvement District.

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

Section 1. Local Improvement District 463 shall be amended to include 1841 Homestead Road within the Improvement District. This property is identified as follows:

OWNER:	Maverick W Wilcox/ Kim Wilcox
OWNER'S ADDRESS:	1841 Homestead Road, Greeley, Colorado 80634
PROPERTY ADDRESS:	1841 Homestead Road, Greeley, Colorado 80634
PARCEL:	095911416010

Section 2. The total annual costs of \$16,537.50 appears to be a reasonable annual maintenance cost, which amount shall include the annual costs for maintenance of the landscaping and the annual costs of collection as authorized by Greeley Municipal Code Section 18-387. This annual cost shall be reviewed every three (3) years from the date of the assessing ordinance, for adequacy and shall be adjusted accordingly. Collections of maintenance assessments shall be remitted to the Range View Homeowners Association upon request. The Range View Homeowners Association shall be responsible for contracting the maintenance of the landscaping. The City of Greeley has the right to audit the books of the Homeowners Association to determine actual costs.

Section 3. The following lots and lands together with the street addresses of those lots and lands and the apparent owners within the City of Greeley, Colorado, all being within Improvement District No. 463 are hereby assessed as follows:

OWNER:	Thomas E. Royer/Kirtley W. Royer
OWNER'S ADDRESS:	PO Box 336091, Greeley, Colorado 80633
PROPERTY ADDRESS:	1943 Homestead Road, Greeley, Colorado 80634
PARCEL:	095911410005
ANNUAL MAINTENANCE COSTS	\$367.50

OWNER:	Larry L. Paulsen
OWNER'S ADDRESS:	1939 Homestead Road, Greeley, Colorado 80634
PROPERTY ADDRESS:	1939 Homestead Road, Greeley, Colorado 80634
PARCEL:	095911410006
ANNUAL MAINTENANCE COSTS	\$367.50

OWNER: Robert O. Kron/Judy R. Kron
OWNER'S ADDRESS: 1929 Homestead Road, Greeley, Colorado 80634
PROPERTY ADDRESS: 1929 Homestead Road, Greeley, Colorado 80634
PARCEL: 095911410002
ANNUAL MAINTENANCE COSTS \$367.50

OWNER: James A. Webster/Sally J. Webster
OWNER'S ADDRESS: 1913 Homestead Road, Greeley, Colorado 80634
PROPERTY ADDRESS: 1913 Homestead Road, Greeley, Colorado 80634
PARCEL: 095911410001
ANNUAL MAINTENANCE COSTS \$367.50

OWNER: Lydia LLC
OWNER'S ADDRESS: 1903 Homestead Road, Greeley, Colorado 80634
PROPERTY ADDRESS: 1903 Homestead Road, Greeley, Colorado 80634
PARCEL: 095911416006
ANNUAL MAINTENANCE COSTS \$367.50

OWNER: Patrick Lujan/Nicole Lujan
OWNER'S ADDRESS: 1902 Homestead Road, Greeley, Colorado 80634
PROPERTY ADDRESS: 1902 Homestead Road, Greeley, Colorado 80634
PARCEL: 095911416004
ANNUAL MAINTENANCE COSTS \$367.50

OWNER: Evelyn Ellorin Pieterick Living Trust
OWNER'S ADDRESS: 1906 Homestead Road, Greeley, Colorado 80634
PROPERTY ADDRESS: 1906 Homestead Road, Greeley, Colorado 80634
PARCEL: 095911416003
ANNUAL MAINTENANCE COSTS \$367.50

OWNER: Kyle Zulauf/ Amy Zulauf
OWNER'S ADDRESS: 1849 Homestead Road, Greeley, Colorado 80634
PROPERTY ADDRESS: 1849 Homestead Road, Greeley, Colorado 80634
PARCEL: 095911416002
ANNUAL MAINTENANCE COSTS \$367.50

OWNER: Wendy K. Spencer
OWNER'S ADDRESS: 1845 Homestead Road, Greeley, Colorado 80634
PROPERTY ADDRESS: 1845 Homestead Road, Greeley, Colorado 80634
PARCEL: 095911416001
ANNUAL MAINTENANCE COSTS \$367.50

OWNER: Richard Recor/Verna Recor
OWNER'S ADDRESS: 1836 Homestead Road, Greeley, Colorado 80634
PROPERTY ADDRESS: 1836 Homestead Road, Greeley, Colorado 80634
PARCEL: 095911416009
ANNUAL MAINTENANCE COSTS \$367.50

OWNER:	Maverick W Wilcox/ Kim Wilcox
OWNER'S ADDRESS:	1841 Homestead Road, Greeley, Colorado 80634
PROPERTY ADDRESS:	1841 Homestead Road, Greeley, Colorado 80634
PARCEL:	095911416010
ANNUAL MAINTENANCE COSTS	\$367.50
OWNER:	SJ Trust
OWNER'S ADDRESS:	1848 Homestead Road, Greeley, Colorado 80634
PROPERTY ADDRESS:	1848 Homestead Road, Greeley, Colorado 80634
PARCEL:	095911416008
ANNUAL MAINTENANCE COSTS	\$367.50
OWNER:	Rebecca S. Edgren
OWNER'S ADDRESS:	1900 Homestead Road, Greeley, Colorado 80634
PROPERTY ADDRESS:	1900 Homestead Road, Greeley, Colorado 80634
PARCEL:	095911416011
ANNUAL MAINTENANCE COSTS	\$367.50
OWNER:	Royal R. Lovell/Angela Lovell
OWNER'S ADDRESS:	1847 Homestead Road, Greeley, Colorado 80634
PROPERTY ADDRESS:	1847 Homestead Road, Greeley, Colorado 80634
PARCEL:	095911416005
ANNUAL MAINTENANCE COSTS	\$367.50
OWNER:	Benjamin Rudolph/Kimberly Rudolph
OWNER'S ADDRESS:	1912 Homestead Road, Greeley, Colorado 80634
PROPERTY ADDRESS:	1912 Homestead Road, Greeley, Colorado 80634
PARCEL:	095911409013
ANNUAL MAINTENANCE COSTS	\$367.50
OWNER:	Slaughter Judith A. Trust
OWNER'S ADDRESS:	3541 Wagon Trail Road, Greeley, Colorado 80634
PROPERTY ADDRESS:	3541 Wagon Trail Road, Greeley, Colorado 80634
PARCEL:	095911409012
ANNUAL MAINTENANCE COSTS	\$367.50
OWNER:	Janet Gay Mehl/ Larry Fay Bethards/ Connie Jean Bethards/ Kay Joanne Mehl
OWNER'S ADDRESS:	3535 Wagon Trail Road, Greeley, Colorado 80634
PROPERTY ADDRESS:	3535 Wagon Trail Road, Greeley, Colorado 80634
PARCEL:	095911409011
ANNUAL MAINTENANCE COSTS	\$367.50
OWNER:	Peter E. Graham/ Judith Anne Graham
OWNER'S ADDRESS:	3531 Wagon Trail Road, Greeley, Colorado 80634
PROPERTY ADDRESS:	3531 Wagon Trail Road, Greeley, Colorado 80634
PARCEL:	095911409009
ANNUAL MAINTENANCE COSTS	\$367.50

OWNER:	Robert E. Banghart/Linda Love Kendrick Banghart
OWNER'S ADDRESS:	3530 Range View Road, Greeley, Colorado 80634
PROPERTY ADDRESS:	3530 Range View Road, Greeley, Colorado 80634
PARCEL:	095911409005
ANNUAL MAINTENANCE COSTS	\$367.50
OWNER:	Kelly Lawrence Martinez/Nova Renee Martinez
OWNER'S ADDRESS:	3540 Range View Road, Greeley, Colorado 80634
PROPERTY ADDRESS:	3540 Range View Road, Greeley, Colorado 80634
PARCEL:	095911409006
ANNUAL MAINTENANCE COSTS	\$367.50
OWNER:	Meghan M. Eifealtd Revocable Trust/ Victor J. Eifealtd Revocable Trust
OWNER'S ADDRESS:	3550 Range View Road, Greeley, Colorado 80634
PROPERTY ADDRESS:	3550 Range View Road, Greeley, Colorado 80634
PARCEL:	095911409001
ANNUAL MAINTENANCE COSTS	\$367.50
OWNER:	Joshua J. Dollard/Nicole M. Dollard
OWNER'S ADDRESS:	1810 Frontier Road, Greeley, Colorado 80634
PROPERTY ADDRESS:	1810 Frontier Road, Greeley, Colorado 80634
PARCEL:	095911407001
ANNUAL MAINTENANCE COSTS	\$367.50
OWNER:	Mark Vandriel/ Erika Vandriel
OWNER'S ADDRESS:	1816 Frontier Road, Greeley, Colorado 80634
PROPERTY ADDRESS:	1816 Frontier Road, Greeley, Colorado 80634
PARCEL:	095911407002
ANNUAL MAINTENANCE COSTS	\$367.50
OWNER:	Bradford N. Edgren/Nannelle R. Edgren
OWNER'S ADDRESS:	1822 Frontier Road, Greeley, Colorado 80634
PROPERTY ADDRESS:	1822 Frontier Road, Greeley, Colorado 80634
PARCEL:	095911407003
ANNUAL MAINTENANCE COSTS	\$367.50
OWNER:	Paul C. McClain/ Ashley N. McClain
OWNER'S ADDRESS:	1828 Frontier Road, Greeley, Colorado 80634
PROPERTY ADDRESS:	1828 Frontier Road, Greeley, Colorado 80634
PARCEL:	095911407004
ANNUAL MAINTENANCE COSTS	\$367.50
OWNER:	Scott L. Schuttenberg/Barbara M. Schuttenberg
OWNER'S ADDRESS:	1834 Frontier Road, Greeley, Colorado 80634
PROPERTY ADDRESS:	1834 Frontier Road, Greeley, Colorado 80634
PARCEL:	095911407005
ANNUAL MAINTENANCE COSTS	\$367.50

OWNER:	Antonio Riofrio, Jr./ Kiri Jo Riofrio
OWNER'S ADDRESS:	1840 Frontier Road, Greeley, Colorado 80634
PROPERTY ADDRESS:	1840 Frontier Road, Greeley, Colorado 80634
PARCEL:	095911407006
ANNUAL MAINTENANCE COSTS	\$367.50
OWNER:	Matthew E. Brown/ Susan M. Brown
OWNER'S ADDRESS:	1846 Frontier Road, Greeley, Colorado 80634
PROPERTY ADDRESS:	1846 Frontier Road, Greeley, Colorado 80634
PARCEL:	095911407007
ANNUAL MAINTENANCE COSTS	\$367.50
OWNER:	Donald L. Ericson/Barbara J. Ericson
OWNER'S ADDRESS:	1854 Frontier Road, Greeley, Colorado 80634
PROPERTY ADDRESS:	1854 Frontier Road, Greeley, Colorado 80634
PARCEL:	095911407012
ANNUAL MAINTENANCE COSTS	\$367.50
OWNER:	Ali Emranl
OWNER'S ADDRESS:	1864 Frontier Road, Greeley, Colorado 80634
PROPERTY ADDRESS:	1864 Frontier Road, Greeley, Colorado 80634
PARCEL:	095911407010
ANNUAL MAINTENANCE COSTS	\$367.50
OWNER:	William L. Rietfors/Dana R. Rietfors
OWNER'S ADDRESS:	3507 Range View Road, Greeley, Colorado 80634
PROPERTY ADDRESS:	3507 Range View Road, Greeley, Colorado 80634
PARCEL:	095911407011
ANNUAL MAINTENANCE COSTS	\$367.50
OWNER:	Mark Steven Daviet/Mary Patricia Daviet
OWNER'S ADDRESS:	3527 Range View Road, Greeley, Colorado 80634
PROPERTY ADDRESS:	3527 Range View Road, Greeley, Colorado 80634
PARCEL:	095911408003
ANNUAL MAINTENANCE COSTS	\$367.50
OWNER:	Frontier Capital LLC
OWNER'S ADDRESS:	1821 Frontier Road, Greeley, Colorado 80634
PROPERTY ADDRESS:	1821 Frontier Road, Greeley, Colorado 80634
PARCEL:	095911408002
ANNUAL MAINTENANCE COSTS	\$367.50
OWNER:	Janet S. Listen Living Trust
OWNER'S ADDRESS:	119 Brubaker Lane, Laramie, Wyoming 82070
PROPERTY ADDRESS:	1833 Frontier Road, Greeley, Colorado 80634
PARCEL:	095911408001
ANNUAL MAINTENANCE COSTS	\$367.50
OWNER:	Bret Naber/ Janae Naber
OWNER'S ADDRESS:	1841 Frontier Road, Greeley, Colorado 80634
PROPERTY ADDRESS:	1841 Frontier Road, Greeley, Colorado 80634
PARCEL:	095911408005
ANNUAL MAINTENANCE COSTS	\$367.50

OWNER:	Michael A. Carmichael/Nina K. Carmichael
OWNER'S ADDRESS:	PO Box 1338, Platteville, Colorado 80651
PROPERTY ADDRESS:	1855 Frontier Road, Greeley, Colorado 80634
PARCEL:	095911408004
ANNUAL MAINTENANCE COSTS	\$367.50
OWNER:	Jack Sattler
OWNER'S ADDRESS:	3502 Range View Road, Greeley, Colorado 80634
PROPERTY ADDRESS:	3502 Range View Road, Greeley, Colorado 80634
PARCEL:	095911411009
ANNUAL MAINTENANCE COSTS	\$367.50
OWNER:	Ronald A. Kingsford/Lisa M. Kingsford
OWNER'S ADDRESS:	3514 Wagon Trail Road, Greeley, Colorado 80634
PROPERTY ADDRESS:	3514 Wagon Trail Road, Greeley, Colorado 80634
PARCEL:	095911411010
ANNUAL MAINTENANCE COSTS	\$367.50
OWNER:	Julie D. Herren/ Casey J. Herren
OWNER'S ADDRESS:	3518 Wagon Trail Place, Greeley, Colorado 80634
PROPERTY ADDRESS:	3518 Wagon Trail Place, Greeley, Colorado 80634
PARCEL:	095911411008
ANNUAL MAINTENANCE COSTS	\$367.50
OWNER:	Jeremy Grover/Tracie Grover
OWNER'S ADDRESS:	3522 Wagon Trail Place, Greeley, Colorado 80634
PROPERTY ADDRESS:	3522 Wagon Trail Place, Greeley, Colorado 80634
PARCEL:	095911411014
ANNUAL MAINTENANCE COSTS	\$367.50
OWNER:	Kaan Inceoglu Trust/Kimberly Lynn Inceoglu Trust
OWNER'S ADDRESS:	3526 Wagon Trail Place, Greeley, Colorado 80634
PROPERTY ADDRESS:	3526 Wagon Trail Place, Greeley, Colorado 80634
PARCEL:	095911411013
ANNUAL MAINTENANCE COSTS	\$367.50
OWNER:	Marvin L. James/ Betty Jane James
OWNER'S ADDRESS:	3530 Wagon Trail Place, Greeley, Colorado 80634
PROPERTY ADDRESS:	3530 Wagon Trail Place, Greeley, Colorado 80634
PARCEL:	095911411004
ANNUAL MAINTENANCE COSTS	\$367.50
OWNER:	Elizabeth P. Thomas/ Stephen E. Thomas
OWNER'S ADDRESS:	3534 Wagon Trail Road, Greeley, Colorado 80634
PROPERTY ADDRESS:	3534 Wagon Trail Road, Greeley, Colorado 80634
PARCEL:	095911411003
ANNUAL MAINTENANCE COSTS	\$367.50

OWNER: Rachel E. Payne/Caleb A. Payne
OWNER'S ADDRESS: 3538 Wagon Trail Road, Greeley, Colorado 80634
PROPERTY ADDRESS: 3538 Wagon Trail Road, Greeley, Colorado 80634
PARCEL: 095911411002
ANNUAL MAINTENANCE COSTS \$367.50

OWNER: Diane W. Miller
OWNER'S ADDRESS: 3542 Wagon Trail Road, Greeley, Colorado 80634
PROPERTY ADDRESS: 3542 Wagon Trail Road, Greeley, Colorado 80634
PARCEL: 095911411001
ANNUAL MAINTENANCE COSTS \$367.50

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

PASSED AND ADOPTED, SIGNED AND APPROVED THIS ____ DAY OF July, 2023.

ATTEST:

THE CITY OF GREELEY, COLORADO

By: City Clerk

By: Mayor

Date 9/1/2021

Honorable Mayor and City Council,

In response to a petition made by a majority of the landowners in the Rangeview Subdivision, located immediately north and west of the intersection of 20th Street and 35th Avenue the Greeley City Council, in 2002, created Improvement District #463 (Ordinance No. 62, 2002). This Improvement District provided for the design, installation and maintenance of the landscaping along the perimeter of the subdivision and adjacent to the two arterial roads. Following the completion of the construction and installation of the landscaping and determination of final costs, the City Council approved an ordinance assessing all landowners within the Rangeview Subdivision equally for the cost of the construction and annual maintenance costs (Ordinance No. 8, 2004). In accordance with the ordinance the maintenance costs are reviewed every three years and adjusted accordingly. The City Finance Department mails annual assessments to each landowner and this arrangement has been an effective and fair method of apportioning responsibility for the cost of maintaining the improvements, since the Subdivision does not have a Homeowners Association through which such assessments might otherwise be collected. This has been a benefit for both the subdivision and the City, which has allowed the beautification and maintenance of a major travel corridor.

Since the adoption of the Improvement District Assessment ordinance, the property within the subdivision that had contained tennis courts has been converted to a buildable lot and is now under private ownership (1841 Homestead Rd). This petition from Rangeview Property owners' requests Council amend Ordinance No 8, 2004 to add 1841 Homestead Rd. to the annual assessment for the maintenance of the perimeter landscaping as created by Improvement District #463 (see attached ordinances).

OWNER SIGNATURE: [Signature] In favor X Opposed _____ No opinion _____ Did Not Sign _____ Date 9/1/21
RANGEVIEW PROPERTY ADDRESS: 3526 W Wagon Trail

OWNER SIGNATURE: [Signature] In favor X Opposed _____ No opinion _____ Did Not Sign _____ Date 9/1/21
RANGEVIEW PROPERTY ADDRESS: 1810 Frontier Rd

OWNER SIGNATURE: [Signature] In favor X Opposed _____ No opinion _____ Did Not Sign _____ Date 9/1/21
RANGEVIEW PROPERTY ADDRESS: 3518 W. Wagon Trail Pt

OWNER SIGNATURE: [Signature] In favor X Opposed _____ No opinion _____ Did Not Sign _____ Date 9/21
RANGEVIEW PROPERTY ADDRESS: 3530 W Wagon Trail Pl.

OWNER SIGNATURE: [Signature] In favor X Opposed _____ No opinion _____ Did Not Sign _____ Date 9/21
RANGEVIEW PROPERTY ADDRESS: 3534 W. Wagon Trail Rd

OWNER SIGNATURE: [Signature] In favor X Opposed _____ No opinion _____ Did Not Sign _____ Date 9/1/21
RANGEVIEW PROPERTY ADDRESS: 1848 Homestead Rd.

OWNER SIGNATURE: [Signature] In favor X Opposed _____ No opinion _____ Did Not Sign _____ Date 9/1/21
RANGEVIEW PROPERTY ADDRESS: 3641 Wagon Trail

OWNER SIGNATURE: [Signature] In favor X Opposed _____ No opinion _____ Did Not Sign _____ Date 9/1/21
RANGEVIEW PROPERTY ADDRESS: 3533 Wagon Trail

OWNER SIGNATURE: [Signature] In favor X Opposed _____ No opinion _____ Did Not Sign _____ Date 9/1/21
RANGEVIEW PROPERTY ADDRESS: 3558 W. Wagon Trail

OWNER SIGNATURE: [Signature] In favor X Opposed _____ No opinion _____ Did Not Sign _____ Date 9/1/21
RANGEVIEW PROPERTY ADDRESS: 1913 Homestead Rd

	In favor	Opposed	No opinion	Did Not Sign	Date
OWNER SIGNATURE: <u>Judy Kron</u>	<u>X</u>				<u>9/1/21</u>
RANGEVIEW PROPERTY ADDRESS: <u>1929 Homestead Rd</u>					

	In favor	Opposed	No opinion	Did Not Sign	Date
OWNER SIGNATURE: <u>MACambal</u>	<u>X</u>				<u>9/1/21</u>
RANGEVIEW PROPERTY ADDRESS: <u>1855 Frontier Rd</u>					

	In favor	Opposed	No opinion	Did Not Sign	Date
OWNER SIGNATURE: <u>Rebecca S. Edgren</u>	<u>X</u>				<u>9/1/21</u>
RANGEVIEW PROPERTY ADDRESS: <u>1400 Homestead Rd</u>					

	In favor	Opposed	No opinion	Did Not Sign	Date
OWNER SIGNATURE: <u>Kurt Kroger</u>	<u>X</u>				<u>9/21</u>
RANGEVIEW PROPERTY ADDRESS: _____					

	In favor	Opposed	No opinion	Did Not Sign	Date
OWNER SIGNATURE: <u>Debbie Miller</u>	<u>X</u>				<u>9/1/21</u>
RANGEVIEW PROPERTY ADDRESS: <u>3542 Wagon Trail</u>					

	In favor	Opposed	No opinion	Did Not Sign	Date
OWNER SIGNATURE: <u>R. Long</u>					<u>9/1/21</u>
RANGEVIEW PROPERTY ADDRESS: <u>1834 Frontier Rd</u>					

	In favor	Opposed	No opinion	Did Not Sign	Date
OWNER SIGNATURE: <u>Jana</u>	<u>X</u>				<u>9/1/21</u>
RANGEVIEW PROPERTY ADDRESS: <u>1841 Frontier Rd</u>					

	In favor	Opposed	No opinion	Did Not Sign	Date
OWNER SIGNATURE: <u>[Signature]</u>	<u>X</u>				<u>8/1/21</u>
RANGEVIEW PROPERTY ADDRESS: <u>1845 Homestead Rd</u>					

	In favor	Opposed	No opinion	Did Not Sign	Date
OWNER SIGNATURE: <u>[Signature]</u>	<u>X</u>				<u>9/1/21</u>
RANGEVIEW PROPERTY ADDRESS: _____					

	In favor	Opposed	No opinion	Did Not Sign	Date
OWNER SIGNATURE: <u>[Signature]</u>	<u>✓</u>				<u>9/1/21</u>
RANGEVIEW PROPERTY ADDRESS: _____					

OWNER: Wendy & Bill Spencer ☒ In favor ☐ Opposed ☐ No opinion ☐ Did Not Sign ☐ Date
SIGNATURE: [Signature]
RANGEVIEW PROPERTY ADDRESS: 1845 Homestead Rd 9/1/21

OWNER: Raenel Payne ☒ In favor ☐ Opposed ☐ No opinion ☐ Did Not Sign ☐ Date
SIGNATURE: [Signature]
RANGEVIEW PROPERTY ADDRESS: 3538 Wagon Trail 9/1/21

OWNER: Heidi Evers ☒ In favor ☐ Opposed ☐ No opinion ☐ Did Not Sign ☐ Date
SIGNATURE: [Signature]
RANGEVIEW PROPERTY ADDRESS: [Blank] 10-6-2022

OWNER: Mary Pat Daviott ☒ In favor ☐ Opposed ☐ No opinion ☐ Did Not Sign ☐ Date
SIGNATURE: [Signature]
RANGEVIEW PROPERTY ADDRESS: 3527 RANGEVIEW RD 10/6/22

OWNER: Betty J. James ☒ In favor ☐ Opposed ☐ No opinion ☐ Did Not Sign ☐ Date
SIGNATURE: [Signature]
RANGEVIEW PROPERTY ADDRESS: 3530 W. Wagon Trail Place 10/6/2022

OWNER: Zing Bethesda ☒ In favor ☐ Opposed ☐ No opinion ☐ Did Not Sign ☐ Date
SIGNATURE: [Signature]
RANGEVIEW PROPERTY ADDRESS: [Blank] 10/4/22

OWNER: [Signature] ☒ In favor ☐ Opposed ☐ No opinion ☐ Did Not Sign ☐ Date
SIGNATURE: [Signature]
RANGEVIEW PROPERTY ADDRESS: 1816 Frontier Rd 10/5/22

OWNER: [Signature] ☒ In favor ☐ Opposed ☐ No opinion ☐ Did Not Sign ☐ Date
SIGNATURE: [Signature]
RANGEVIEW PROPERTY ADDRESS: 3531 W Wagon Trail Rd 10/6/22

OWNER: [Signature] ☒ In favor ☐ Opposed ☐ No opinion ☐ Did Not Sign ☐ Date
SIGNATURE: [Signature]
RANGEVIEW PROPERTY ADDRESS: 3526 Wagon Trail 10/6/22

OWNER: ☐ In favor ☐ Opposed ☐ No opinion ☐ Did Not Sign ☐ Date
SIGNATURE: [Blank]
RANGEVIEW PROPERTY ADDRESS: [Blank]



Local Improvement District No. 463

City of Greeley & Range View Estates

Tuesday, July 18, 2023

Local Improvement District No. 463 – Range View Estates

- The City collects the funds on behalf of the LID
 - Funds to provide maintenance of landscaping around the perimeter of Range View Estates (35th Avenue and 20th Street) in the City of Greeley, Colorado
 - Costs are reviewed every 3 years and were last adjusted in 2021
- 2023 Assessment
 - $\$16,537.50 \div 45 = \367.50 per property
 - Includes converted tennis court property

Timeline

Adopted	Reviewed	Background	Reason for Change	Recommended Action
Ordinance first adopted on December 3, 2002	Every three years since and adjustments have been made when requested by the Rangeview HOA	The original ordinance did not include 1841 Homestead Road because at the time it was the site of the subdivision's tennis courts.	The property owners and the LID/HOA have requested that this property now be included in the LID.	July 18, 2023 A motion to adopt the ordinance and publish with reference to title only.

Strategic Focus Areas



Infrastructure and Mobility



Quality of Life

Summary

- Since adoption of LID No. 463, property within the subdivision which formerly held tennis courts has been converted to a buildable lot (1841 Homestead Road), now under private ownership
 - The property owners and the LID/HOA have requested that this property now be included in the LID.
- This revision of the ordinance will incorporate the annual assessment of \$367.50 per homeowner, which includes the Administration fee

Questions?

Thank you





Council Agenda Summary

July 18, 2023

Key Staff Contact: Tammy Hitchens, Interim Finance Director, Robert Miller, Treasurer and Interim Budget Manager, Brian Kuznik, Fire Chief

Title:

Public Hearing & Second 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 2023 (2nd Appropriation)

Summary:

The Greeley Fire Department prides itself as an all-hazards, all-response fire department providing efficient and effective emergency response to the citizens and community of Greeley. Providing high-quality emergency response requires an investment in important capital assets, such as the Fire Department's emergency apparatus fleet. Such an investment results in lowering overall maintenance costs of vehicles, reduced out-of-service times, and enhanced safety for our firefighters and citizens.

Today's Fire Apparatus have an overall useful service life of not more than 20 years. As such, the City of Greeley's Fire Equipment Acquisition & Replacement Plan includes a detailed 20-year replacement plan for all emergency response fire apparatus. To efficiently manage this replacement plan, the Greeley Fire Department operates frontline fire apparatus in a frontline status for 12 years before rotating fire apparatus into a reserve status for an additional 8 years.

Labor shortages and supply chain issues have created a significant backlog in the fire apparatus manufacturing industry. In years past, it was common for a fire apparatus to be designed and built in less than 12 months. Today, the design and build process is taking 36 months, or more. These industry delays are forcing fire agencies to order fire apparatus well in advance of the normal replacement cycle. Extending fire apparatus replacement plans can bring an increase to the overall service cost of the vehicle and has the potential to negatively impact service reliability within the community.

This appropriation allows for the pre-order of two fire apparatus (1 Quint and 1 Heavy Rescue) while working to ensure the department maintains the current replacement schedule.

Fiscal Impact:

Does this item create a fiscal impact on the City of Greeley?	Yes
If yes, what is the initial, or, onetime impact?	\$3,706,569
What is the annual impact?	\$0.00
What fund of the City will provide Funding?	Public Improvement Fund
What is the source of revenue within the fund?	Fund Balance
Is there grant funding for this item?	No
Additional Comments:	Of the total cost of \$3.7 million, \$400,000 will be paid in 2023 with the remaining balance being paid in 2025 & 2026.

Legal Issues:

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

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

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

Other issues and Considerations:

Strategic Focus Area:



Safe and Secure Communities

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:

1. Ord 29, 2023 - Appropriation #2
2. Presentation

**CITY OF GREELEY, COLORADO
ORDINANCE NO. 29, 2023**

**AN ORDINANCE APPROPRIATING ADDITIONAL SUMS TO DEFRAY THE EXPENSES
AND LIABILITIES OF THE CITY OF GREELEY FOR THE BALANCE OF THE FISCAL
YEAR OF 2023.**

WHEREAS, the City of Greeley has or will incur expenses for certain activities described below during the 2023 fiscal year; and

WHEREAS, the revenues received in the City of Greeley in 2022, exceeded the amount of revenues estimated in the 2022 Budget by more than the total amount of the expenditures in the same year.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL 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 2023 budget and amounts held in fund balance reserves from 2022, there is hereby appropriated the following designated sums to be allocated for use during the remainder of 2023:

Fund Description	Amount	Transfers	Total
Public Improvement (300)	3,706,569	-	3,706,569

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 take effect on the fifth day following its final publication, as provided by Section 3-16 of the Greeley City Charter.

PASSED AND ADOPTED, SIGNED AND APPROVED ON THIS ____ DAY OF July, 2023.

ATTEST

**THE CITY OF GREELEY,
COLORADO**

By: City Clerk

By: Mayor

2023 Supplemental Appropriation Request

**City Council Meeting
July 18, 2023**





Greeley Fire Department-Advance Apparatus Replacement Funding Appropriation Request

Request

- Advance the funding for the replacement of two fire apparatus - \$3,706,569

Timing

- Delivery lead times of 36-48 months
- Price increase set to occur in August 2023
- New emissions standards add an increased cost of \$60k to \$80k per apparatus

Benefits

- Avoids emissions standards change: \$120,000 - \$160,000 savings
- Discount for multiple apparatus motors ordered: \$46,000 savings
- Current year pricing vs 2026 pricing: 24% to 30% savings
- Maintains current fire apparatus replacement plan cycle

Funding Source: Fund Balance

Appropriation Amount: \$3,706,569



City Council Priority – Safe and Secure Communities

Thank you





Council Agenda Summary

July 18, 2023

Key Staff Contact: Paul Trombino, Public Works Director

Title:

Public Hearing & Second Reading of an Ordinance - Authorization to Acquire Real Property by Purchase Or Exercise of Eminent Domain (C Street - 59th Ave. to 66th Ave.)

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 C Street between 66th Ave and 59th Ave Roadway Improvement Project.

Under an agreement with the developer of Northridge Estates Partners LLC, the City took responsibility for constructing C Street from 66th Avenue to 61st Avenue. The overall project will further connect C Street to 59th Avenue.

The purpose of the C Street project is to connect to 66th Avenue and 59th Avenue with intersection control changes at 59th Avenue and C Street. The project will resolve existing grade issues and provide connectivity for residents in the Northridge Estates neighborhood. If not completed, C Street will remain a dead-end street with little value to the neighborhood or the City.

The Project will require the acquisition of tracts of fee simple right of way, permanent easements, and temporary construction easements along C Street. 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. However, if an agreement cannot be reached, and to meet the schedule and budget requirements of the project, the City may consider the use of eminent domain.

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?	334
What is the source of revenue within the fund?	Road Development Fees
Is there grant funding for this item?	No
If yes, does this grant require a match?	N/A

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

Strategic Focus Area:



Community Vitality



Infrastructure and Mobility



Quality of Life

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:

1. ORD 30, 2023 - C Street Eminent Domain
2. Exhibit A - C Street Ordinance
3. Presentation

THE CITY OF GREELEY, COLORADO

ORDINANCE NO. 30, 2023

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. (C-Street - N66th Avenue to & 59th Avenue - ROADWAY 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 C Street between 59th and 66th Avenues, are needed for the public purpose of improved traffic flow and for connectivity between 59th and 71st Avenues, and thereby, to promote growth and the health, safety, and welfare of the public; and

WHEREAS, accordingly, the acquisition of interests in real property in Weld County identified and depicted on Exhibit A, attached hereto and incorporated herein, either through purchase or exercise of the City’s power of eminent domain, is necessary.

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, for improvements to C Street between 59th and 66th Avenues, for improved traffic flow and for connectivity between 59th and 71st Avenues.

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 July, 2023.

ATTEST:

THE CITY OF GREELEY, COLORADO

By: City Clerk

By: Mayor

Attachment: Exhibit A – Property Ownership Map

EXHIBIT A

C Street Project
Roadway Improvements 59th Ave To 66th Ave

Gideon, Timothy L and Donna L.

Parcel ID:
080533302005

Bailey, Greg D and Vicki D

Parcel ID:
080534300003

Ghaffarvand, Nadar

Parcel ID:
080533301005

Ghaffarvandaleh, Nadar

Parcel ID:
080533000091

Davis, Rick

Parcel ID:
080533400001

Davis, Rick

Parcel ID:
080533000079

PDC Energy

Parcel ID:
080534300011



Northridge Estates Partners LLC

Parcel ID:
095904243025

Bass, Terry Lynn

Parcel ID:
095904108010

Weld County School District 6

Parcel ID:
095904200016

Northridge Estates Partners LLC

Parcel ID:
095904139027

Kelly Farm Owners Association

Parcel ID:
095903212028



C Street – 66th Ave to & 59th Ave

Request for Authorization to Acquire Real
Property Interests by Purchase or Exercise of the
Power of Eminent Domain



Project Description

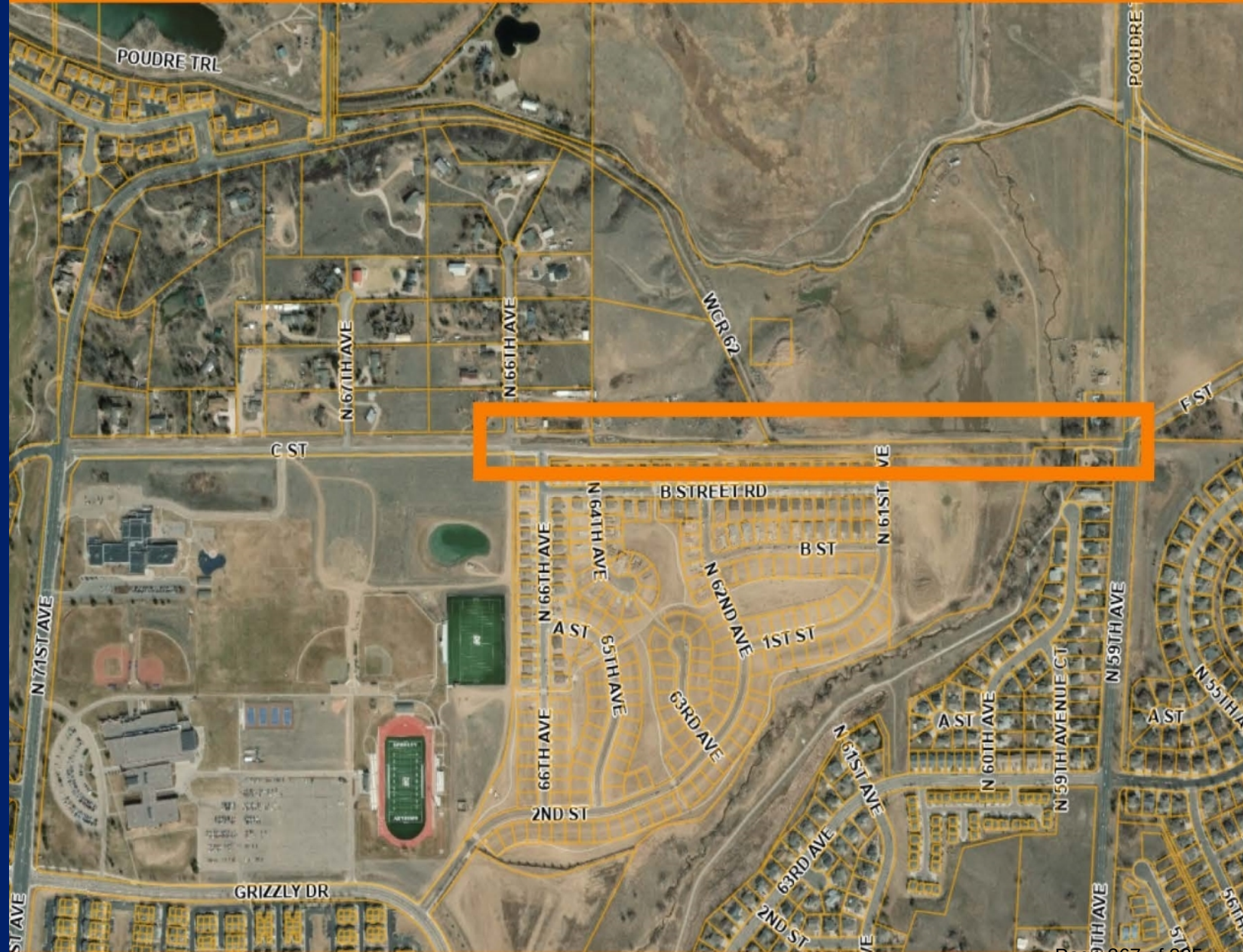
- The priority of the project is to satisfy the Development Agreement with the Northridge Estates Subdivision.
- The purpose of the C St project is to connect to 66th Ave and 59th Ave with intersection control changes at 59th Ave and C St. The project will resolve existing grade issues and provide connectivity for residents in the Northridge Estates neighborhood, other residents, and Northridge High School. If not completed C St will remain a dead-end street with little value to the neighborhood, school, or the City.
- The project target completion date for the C street project is within the 2024 calendar year.
- The project does not involve any state/federal funds or grants.



Project Location

C Street Project

Roadway Improvements 59th Ave To 66th Ave



Property Map

EXHIBIT A

C Street Project Roadway Improvements 59th Ave To 66th Ave

Gideon, Timothy L and Donna L.

Parcel ID:
080533302005

Bailey, Greg D and Vicki D

Parcel ID:
080534300003

Ghaffarvand, Nadar

Parcel ID:
080533301005

Ghaffarvandlaleh, Nadar

Parcel ID:
080533000091

Davis, Rick

Parcel ID:
080533400001

Davis, Rick

Parcel ID:
080533000079

PDC Energy

Parcel ID:
080534300011



Northridge Estates Partners LLC

Parcel ID:
095904243025

Bass, Terry Lynn

Parcel ID:
095904108010

Weld County School District 6

Parcel ID:
095904200016

Northridge Estates Partners LLC

Parcel ID:
095904139027

Kelly Farm Owners Association

Parcel ID:
095904108010

History

- C St was transferred to City jurisdiction from the County in December 1980.
 - The developer had to partially build C St since it was later discovered that there was no clear ROW/Easement records available. The City made an agreement with the developer to extend C St later once ROW issues were resolved.
 - An unsuccessful search of records was performed to check for availability of ownership records.
 - As a result, the City will need to acquire easement/ROW from the properties shown in previous slides.
 - The City will construct a 2-lane street in 2024 from 66th Ave to just past N 61st Ave. The extension from N 61st Ave. to 59th St will occur later once hydraulic design for the crossing over Sheep Draw is complete.
- 

Project Acquisition Needs

- The City needs to acquire property interests from multiple property owners adjacent to C Street's ROW in order to construct the project.
- Property interests may include fee simple tracts, permanent easements, and/or temporary easements as determined by final project plans.
- The City uses a uniform acquisition process, in accordance with law, to negotiate in good faith with all affected owners.

This authorization is the first step in this process.



Project Coordination

Project staff have, and will continue to, meet with affected property owners to:

- Provide an overview of the project, its purpose, and schedule.
 - Attend onsite meetings to understand any site constraints.
 - Review the anticipated property interests needed for the project.
 - Review the acquisition process that will be used to acquire the property interests needed.
- 

Staff Recommendation

Staff recommends approval of the Authorization to Acquire Real Property Interests by Purchase or Exercise of the Power of Eminent Domain

Thank you





Council Agenda Summary

July 18, 2023

Key Staff Contact: Heidi Leatherwood, City Clerk

Title:

Appointments to Boards & Commissions

Summary:

Council appointment is needed to the above-mentioned Boards and Commissions due to vacancies and term expirations. City staff continues to actively recruit to fill all other vacant positions. Water & Sewer Board applicants are incumbents applying for their own seats and therefore will not be interviewed

Fiscal Impact:

Does this item create a fiscal impact on the City of Greeley?	No
Is there grant funding for this item?	No

Legal Issues:

The City Attorney's Office reviewed the applications and advised of potential conflicts of interest.

It should be noted that there is a possibility that the applicants currently serve as a volunteer on a board or commission besides the one they are applying to. It is also important to point out to the applicants that there are always potential conflicts that exist with business and investments, current jobs or relatives and family members coming before the Board or Commission.

Should such conflicts arise, the Board or Commission member simply recuses themselves from that particular item. Such a potential conflict does not preclude anyone from serving on a Board or Commission in general, just that particular agenda item.

Other issues and Considerations:

None.

Strategic Focus Area:



Community Vitality

Decision Options:

- 1) Appoint or reappoint the individuals to serve on an applicable board or commission
- 2) Direct staff to re-advertise applicable vacancy

Council's Recommended Action:

No motion is necessary. The City Council's Policies and Protocol authorize appointment of Board and Commission members by written ballot, which can be used in lieu of a motion or voice vote for individual or multiple appointments. This policy was adopted by Council as a time-savings measure. Accordingly, a ballot is attached for Council's use in making appointments. Candidates receiving a majority vote (at least 4 votes) are appointed with no further action needed by Council.

Attachments:

1. B&C July Transmittal Summary Page
2. Sample Ballot

Boards & Commissions Transmittal

July 6, 2023

Key Staff Contact: Allie Powell, Senior Assistant City Clerk, 350-9746

Interview Date

July 6, 2023

Council Interview Team

Councilmembers DeBoutez & Olson

Council Appointment Date

July 18, 2023

Boards and Commissions Being Interviewed

- **Civil Service Commission**
- **Commission on Disabilities**
- **Union Colony Civic Center Advisory Board**
- **Youth Commission**

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 from above mentioned Boards and Commissions
5. Applications of those being considered for interview and/or considered for appointment

Transmittal reviewed by:  Raymond Lee, City Manager  Heidi Leatherwood, City Clerk



Applicants for the boards and/or commissions listed below are in alphabetical order
and recommendations from the interview team are shown in bold.

***** BALLOT *****

Civil Service Commission	
<i>1 Position: 6 Year Term, 2 Term Limit</i>	
☐	Kristi Ogren (I)
☐	(Recruit for Additional Applicants)

Commission on Disabilities	
<i>3 Positions: 3 Year Term, 2 Term Limit</i>	
☐	Keary Dickinson
☐	(Recruit for Additional Applicants)

Union Colony Civic Center Advisory Board	
<i>1 Position: 3 Year Term, 2 Term Limit</i>	
☐	Omar Contreras
☐	(Recruit for Additional Applicants)

Youth Commission	
<i>4 Positions: 2 Year Term, 2 Term Limit</i>	
☐	Dakine Persons
☐	(Recruit for Additional Applicants)

(I) = Incumbent



Council Agenda Summary

Title:

Scheduling of Meetings, Other Events

Summary:

During this portion of the meeting the City Manager or City Council may review the attached Council Calendar or Planning Calendar and Schedule for City Council Meetings and Work Sessions and make any necessary changes regarding any upcoming meetings or events.

Attachments:

Council Events Calendar

Council Meeting and Work Session Schedule/Planning Calendar

Status of Initiatives

July 17, 2023 - July 23, 2023

July 2023							August 2023						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
						1			1	2	3	4	5
2	3	4	5	6	7	8	6	7	8	9	10	11	12
9	10	11	12	13	14	15	13	14	15	16	17	18	19
16	17	18	19	20	21	22	20	21	22	23	24	25	26
23	24	25	26	27	28	29	27	28	29	30	31		
30	31												

Monday, July 17

Tuesday, July 18

 **6:00pm - City Council Meeting** (R_CCS_Council Chambers - WiFi Ready; R_CCS_Council Chambers Overflow Room 103) - Council Master Calendar 



Wednesday, July 19

 **7:30am - Visit Greeley (Butler)** 

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

Thursday, July 20

 **7:30am - 8:30am DDA (DeBoutez/Butler)** 

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

Friday, July 21

 **9:00am - 11:00am Housing and Homeless Solutions VIP Celebration** (A Street Building E Conference Room) - Council Master Calendar

Saturday, July 22

Sunday, July 23

July 24, 2023 - July 30, 2023

July 2023							August 2023						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
						1			1	2	3	4	5
2	3	4	5	6	7	8	6	7	8	9	10	11	12
9	10	11	12	13	14	15	13	14	15	16	17	18	19
16	17	18	19	20	21	22	20	21	22	23	24	25	26
23	24	25	26	27	28	29	27	28	29	30	31		
30	31												

Monday, July 24

- 11:30am - 12:30pm Greeley Chamber of Commerce (Hall) ↻
- 6:00pm - 7:00pm Youth Commission (Clark) ↻

Tuesday, July 25

- 6:00pm - City Council Work Session Meeting (R_CCS_Council Chambers - WiFi Ready) - Council Master Calendar ↻



Wednesday, July 26

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

Thursday, July 27

- 6:00pm - 7:00pm BOCC & Weld Municipalities Quarterly Conference Call (MS Teams Meeting) - Council Master Calendar

Friday, July 28

- 8:00am - 4:45pm 2023 Council and Board Water & Sewer Tour (City Center South 1001 11th Ave Greeley CO 80631 (Departure)) - Council Master Calendar

Saturday, July 29

Sunday, July 30

July 31, 2023 - August 6, 2023

July 2023							August 2023						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
						1			1	2	3	4	5
2	3	4	5	6	7	8	6	7	8	9	10	11	12
9	10	11	12	13	14	15	13	14	15	16	17	18	19
16	17	18	19	20	21	22	20	21	22	23	24	25	26
23	24	25	26	27	28	29	27	28	29	30	31		
30	31												

Monday, July 31

 **5:00pm - 6:30pm Proclamation Recognizing High Plains Chautauqua Week** (Aims Community College; (Welcome Center Patio))

Tuesday, August 1

 **11:30am - 1:00pm Legislative Luncheon** (Double Tree by Hilton Greeley 919 7th St Greeley CO 80631) - Council Master Calendar

 **6:00pm - 6:30pm City Council Meeting** (R_CCS_Council Chambers - WiFi Ready; R_CCS_Council Chambers Overflow Room 103) - Council Master Calendar 



Wednesday, August 2

Thursday, August 3

 **7:30am - Poudre River Trail (Hall)** 

 **3:30pm - IG Adv. Board (Butler)** 

 **6:00pm - 8:30pm North Front Range MPO Meeting (Olson/Payton)** 

Friday, August 4

 **8:30am - 9:00am American Society of Germans from Russia Convention** (DoubleTree Hotel, Downtown Greeley) - Council Master Calendar

Saturday, August 5

Sunday, August 6

August 7, 2023 - August 13, 2023

August 2023							September 2023						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4	5					1	2
6	7	8	9	10	11	12		3	4	5	6	7	8
13	14	15	16	17	18	19		10	11	12	13	14	15
20	21	22	23	24	25	26		17	18	19	20	21	22
27	28	29	30	31				24	25	26	27	28	29

Monday, August 7

Tuesday, August 8

 6:00pm - City Council Work Session Meeting (R_CCS_Council Chambers - WiFi Ready) - Council Master Calendar 



Wednesday, August 9

Thursday, August 10

Friday, August 11

Saturday, August 12

Sunday, August 13

City Council Meeting Scheduling 2023			
	7/11/2023		
	This schedule is subject to change		
Date/Type	Description	Sponsor	Placement/Time
July 18, 2023 Council Meeting	Proclamation 1 - High Plains Chautauqua	Mayor	Intro
	Proclamation 2- Balloon Build	Mayor	Intro
	Introduction for Community Development Director Brian McBroom	Mayor	Intro
	Introduction for Interim Chief Financial Officer Rodney Rhoades	Mayor	Intro
	Minutes (6/13/23 Work session; 6/20/23 Council meeting; 6/29/23 Special Meeting)	Heidi Leatherwood	Consent
	Motion- Change Order for Audit Contract	Tammy Hitchens	Consent
	Resolution- Schneider Annexation	Caleb Jackson	Consent
	Intro & 1st Rdg Ord - Divestment and Exchange for water rights	Sean Chambers	Consent
	Intro & 1st Rdg Ord- Bestway PUD	Caleb Jackson	Consent
	Intro & 1st Rdg Ord- 3rd Additional Appropriation FY 2023	Tammy Hitchens	Consent
	PH & 2nd Rdg Ord- Rangeview Improvement District	Tammy Hitchens	Regular
	Ph & 2nd Rdg Ord- Acquire Real Property by Purchase/Exercise of Eminent Domain (C Street - 59th Ave. to 66th Ave.)	Paul Trombino	Regular
	PH & 2nd Rdg Ord- 2nd Additional Appropriation FY 2023	Robert Miller	Regular
	Boards & Commissions Appointments	Heidi Leatherwood	Regular
July 25, 2023 Council Work Session	Homelessness - Strategic Plan	Juliana Kitten	
	At Home in Greeley- Housing Needs Assessment	Don Threewitt	
	Concept Planning Update - 9th/10th Street and 8th Avenue Corridors	Paul Trombino	
	2023 Art Master Plan	Andrea Haring/Louisa Andersen	
August 1, 2023 Council Meeting	Minutes Approval (7/11/23 Work session; 7/11/23 Special Council Meeting; 7/18/23 Council meeting)		
		Heidi Leatherwood	Consent
	Intro & 1st Rdg Ord - Ballot Item (if needed)	Heidi Leatherwood	Consent
	Intro & 1st Rdg Ord - Amending Boundaries -Greeley DDA	Don Threewitt	Consent
	Intro & 1st Rdg Ord- Building Code Amendments (Mechanical & Electrical Code)	Ken Haring	Consent
	Intro & 1st Rdg Ord - Schneider Annexation	Caleb Jackson	Consent
	Intro & 1st Rdg Ord - 4th Additional Appropriation FY 2023	Tammy Hitchens	Consent
	Resolution - IGA w/Weld County re Coordinated Election	Heidi Leatherwood	Consent
	Resolution - Acceptance of 2023 Art Master Plan	John Dargle	Consent
	PH & 2nd Rdg Ord - Divestment of Water Rights from Delta Irrigation Co in Exchange for water rights in the New Cache and Cache la Poudre Companies	Sean Chambers	Regular
	PH & 2nd Rdg Ord- Bestway PUD	Caleb Jackson	Regular
	PH & 2nd Rdg Ord - 3rd Additional Appropriation FY 2023	Robert Miller	Regular
	PH & 2nd Rdg Ord - Seeley 1 Annexations	Doug May	Regular
	PH & 2nd Rdg Ord - Seeley 2 Annexations	Doug May	Regular
	PH & 2nd Rdg Ord - Seeley 3 Annexations	Doug May	Regular
	PH & 2nd Rdg Ord - Seeley 4 Annexations	Doug May	Regular
	PH & 2nd Rdg Ord - Seeley 5 Annexations	Doug May	Regular
	PH & 2nd Rdg Ord - Seeley 1-5 Zoning	Doug May	Regular
August 08, 2023 Council Work Session	Planning and Zoning Notifications to Residents	Don Threewitt	
	ERP Update	Brett Naber	
	Performance and Analytics Overview	Kim Priddy	
	Overview of Translation Service Costs	Winna/Heidi	

Greeley City Council

Status Report of Council Initiatives

Initiative No.	Council Member Initiating	Council Request	Council Meeting or Work Session Date Requested	Status or Disposition (After completion, item is shown one time as completed and then removed.)	Next Steps & Schedule	Anticipated Deliverable & Date (Report, Council Presentation, etc.)	Assigned to:
15-2021	Olson	Formation of a committee for implementation of a funding strategy for the 35th and 47th interchanges.	December 7, 2021 Council Meeting	Councilmember Olson will be following up with Manager Lee and Director Trombino on next steps Staff preparing a revised funding application for the next cycle of USDOT Grant Funding expected to be available in May 2023.	Pending outcome of federal grant application submitted	Next grant application expected May 2023	Paul Trombino
09-2022	Butler	Review traffic and safety surrounding 15 acre open area between 71st Avenue and 8th Street	June 7, 2022 Council Meeting	Requested that Public Works review the traffic and to improve safety in this congested area. In late 2022, Public Works Staff installed additional signage to improve safety and line of sight issues caused by parked cars. Furthermore, GPD with the help of Public Works have identified key times to enforce both speeding and stop sign compliance. City staff along with School District 6 and Westridge Academy held a public meeting with the neighborhood on January 26th, 2023. During this meeting we heard feedback regarding traffic safety and development concerns. This feedback is being used to develop solutions to address identified traffic safety concerns. These potential solutions will be brought back to the neighborhood to garner feedback prior to moving forward with the installation of identified improvements.	Additional signage installed for traffic and parking. Staff worked with School District, builder and GPD to ensure road is passable for school buses. GPD will focus enforcement times to ensure compliance with posted speed limit. Staff developing neighborhood safety improvement options and working with School District on transportation issues to improve coordination and support related to safety and infrastructure around school sites.	Anticipate providing council an update on the next neighborhood meeting and safety improvements by late summer 2023	Paul Trombino
01-2023	Butler	Costs and feasibility study of translation services for agendas and meetings	January 3, 2023 Council Meeting	Request staff research the costs and feasibility of translating the agenda, agenda packet and live streamed meetings in other languages? Is Spanish the predominant language for translation or are other languages also appropriate? CCO is almost finished gathering the costs connected to having an in-person translator at council meetings, along with options for agenda translation services. C&E has supplied the information needed about the percentage of Spanish speaker in the community. Next Steps: Provide a written summary and recommendation to council by end of March. *April 12, 2023	CCO to work with C&E to gather statistical information for report.	CCO to provide a written report or Work Session Report on July 25	City Clerk's Office/Communication & Engagement
03-2023	Butler	Limits on individual campaign contributions	February 7, 2023 Council Meeting	Research and gather information from other municipalities to determine if they have implemented campaign contribution limits and provide update of what the process would be to set limits for individual campaign contributions CAO and CCO will have a written report ready in May.	CCO/CAO to come back to Council at a work session regarding the process	CCO/CAO report to Council in May	CCO/CAO

04-2023	Hall	Bridge over creek along the Sheep Draw Trail in Pumpkin Ridge area	March 7, 2023 Council Meeting	Would like a written report to Council regarding the history of the project and possibility of putting a wooden foot bridge across the trail and the timeline going forward City staff will be setting up a neighborhood meeting with the Pumpkin Ridge Neighborhood regarding the proposed connection to the Sheep Draw Trail. We are planning the meeting for June 29, 2023.	PW scheduled next neighborhood meeting for June 29, 2023 at the Greeley Fun Plex from 5:30 to 7 pm. PW has completed a preliminary proposed trail connection for the PumpkinRidge neighborhood. Pumpkin Ridge HOA is in support of the proposed low-rise trail connection and we anticipate the trail will be constructed later this	PW report provided to Council on March 24, 2023. Neighborhood meeting planned on June 29, 2023.	PW
07-2023	Butler	Asked staff to research a change to the code notification requirements for mobile home parks when changes in the code affect residents within a 500 feet radius of the park	May 2, 2023 Council Meeting	Request staff to research a change to the code requiring notification to affected owners of personal property (structures) in mobile home parks within 500 feet of new zoning changes- Planning and Zoning notifications	Community Development	Added to 8/8/23 WS	CD
08-2023	DeBoutez	Asked City Attorney's Office to research the City's public nuisance ordinance	May 9, 2023 Council Work Session	Request staff to research ways to strengthen the City's public nuisance ordinances to address criminal behavior, including police assistance and code enforcement measures	City Attorney	Update in mid-July with research and draft ordinance at Council work session	CAO
09-2023	Butler	Research creating an ordinance to limiting ownership of wild animals to three	June 20, 2023 Council Meeting	Research limiting the number of animals kept or owned within the city limits to no more than three (3); prohibit residents from feeding wild and feral animals belonging to the Class Mammalia; prohibiting residents of the City of Greeley from feeding animals belonging to the Class Mammalia outdoors; and require any resident within the city limits that own or keep animals belonging to the lass Mammalia to provide annual vaccinations and deworming, and be required to provide proof of such care.	Greeley Police Department	Options for consideration for how to handle this problem at a future Council meeting	GPD
10-2023	Butler	Research unionizing for the Sergeants and Commanders of the Greeley Police Department	June 20, 2023 Council Meeting	City staff prepare for City Council's consideration a draft Council initiated ballot measure to amend the Greeley Muicipal Charter Section 14.4(b)(a) to include sergeants and commanders within the definition of police officer for the purpose of inclusion within the members of the civil service with the right to organize	City Attorney/City Clerk	Bring to next Work session for discussion with a draft ordinance at the next Council meeting after the work session on 7/11/23	CAO/CCO



Council Agenda Summary

Title:

Consideration of a motion authorizing the City Attorney to prepare any required resolutions, agreements, and ordinances to reflect action taken by the City Council at this meeting and 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.