

Greeley City Council Agenda

Regular Meeting
Tuesday, August 1, 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/86218464323>

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](https://www.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

August 1, 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/86218464323>

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. Consideration of a motion to approve the City Council Proceedings for the July 11 Work Session and July 18 City Council Meeting
 10. Consideration of a motion to continue the public hearing and second reading of the ordinance related to Seeley Lake Annexation Nos. 1-5 (ANX2022-0001) and establishment of zoning (ZON2022-0003) to the August 15, 2023 City Council Meeting
 11. Consideration of a Resolution authorizing an Intergovernmental Agreement (IGA) with Weld County to participate in the Weld County Coordinated Election on November 7, 2023
 12. Consideration of a Resolution approving the 2023 City of Greeley Art Master Plan

13. Consideration of a Resolution approving the change order for Enterprise Resource Program Supplemental Services
14. Introduction and first reading of an Ordinance submitting to the registered electors of the City of Greeley at the November 7, 2023 Coordinated Municipal Election, a question regarding an amendment to the Greeley Municipal Charter Regarding collective bargaining for police officers
15. Introduction and first reading of an Ordinance submitting to the registered electors of the City of Greeley at the November 7, 2023 Coordinated Municipal Elections, a question regarding an amendment to the Greeley Municipal Charter regarding the titles of specific ranks of firefighters
16. Introduction and first reading of an Ordinance amending Title 22, Chapter 1 of the Greeley Municipal Code relating to master heating, air-conditioning, and Gas Pipe Fitting Certification (Mechanical Code)
17. Introduction and first reading of an Ordinance amending portions of the Greeley Municipal Code Title 22, Chapter 11 Electrical Code as it relates to adopting the 2023 Edition of the National Electrical Code
18. Introduction and first reading of an Ordinance annexing the City of Greeley, Colorado, certain unincorporated territory located in Weld County, Colorado, known as the Schneider Annexation, generally located north of 10th Street and west of 83rd Avenue

End of Consent Agenda

19. Pulled Consent Agenda Items
20. Public hearing and second reading of an Ordinance of divestment of water rights from Delta Irrigation Co in exchange for water rights in the New Cache and Cache La Poudre Companies
21. Public hearing and second 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)
22. 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 (3rd Appropriation)
23. Scheduling of Meetings, Other Events
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
25. Adjournment



Council Agenda Summary

Title

Recognitions and Proclamations

Summary

Introductions

Assistant to the City Manager Blair Snow

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

Attachments

What's Great about Greeley Report



City Council Meeting
August 1, 2023

A Story Best Lived In.

An aerial photograph of a city, likely Denver, with a large white banner overlaid in the center. The banner contains the text of the Athenian Oath. The background shows a vast cityscape with various buildings, green spaces, and a range of mountains in the distance 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

City of Greeley Finance Department Recognized by Government Finance Officers Association

- Award is highest form of recognition in government budgeting
- Budget is rated by independent review panel
- Must be proficient in four categories



GOVERNMENT FINANCE OFFICERS ASSOCIATION

Distinguished Budget Presentation Award

PRESENTED TO

**City of Greeley
Colorado**

For the Fiscal Year Beginning

January 01, 2023

Christopher P. Morill
Executive Director

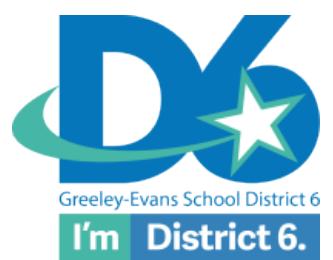
North Colorado Medical Center Has Earned 2023 Colorado Celebrate 6 Award

- State of Colorado recognized 45 hospitals, only two in Northern Colorado
- Award recognizes hospitals who promote breastfeeding and offer healthier food and beverage options



130 Greeley-Evans School District 6 Students Earn Prestigious AP Scholars Award

- D6 Advanced Placement Scholars represent Greeley Central, Northridge, Greeley West, Frontier Academy, University, and Union Colony Preparatory schools.



UCHealth Greeley Hospital Ranked #2 in the Nation and #1 in the State by the Lown Institute

- Over 3,600 hospitals evaluated
- Top 10 Socially Responsible Hospitals list considers fair spending, social responsibility, equal access to healthcare, and giving back to the community.



A Story Best Lived In.

Four UNC Men's Basketball Student-Athletes Named to NABC Honor Court & Team Academic Excellence Awards

- Join over 1,000 student-athletes from across the nation honored for academic excellence
- Must be a varsity player and cumulative GPA of 3.2 or higher





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

August 1, 2023

Key Staff Contact: Heidi Leatherwood, City Clerk

Title:

Consideration of a motion to approve the City Council Proceedings for the July 11 Work Session and July 18 City Council Meeting

Summary:

The minutes (proceedings) of the July 11, 2023 Work Session, and July 18 City Council Meeting are submitted for approval and to be held as the permanent record of the actions and discussion of the meetings.

Fiscal Impact:

Does this item create a fiscal impact on the City of Greeley?	NA
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Legal Issues:

None

Other issues and Considerations:

Strategic Focus Area:



High-Performance Government

Decision Options:

1. Approve the motion.
2. Amend the motion and approve as amended.
3. Deny the motion.

Council's Recommended Action:

A motion to approve the proceedings as presented.

Attachments:

1. July 11, 2023 WS Minutes
2. July 18, 2023 - CC Minutes

City of Greeley, Colorado
CITY COUNCIL WORK SESSION PROCEEDINGS
July 11, 2023
6:00 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 Councilmembers

Councilmember Olson provided an update from the North Front Range regarding the Transit Coordination presentation.

Councilmember Clark attended a meeting regarding Highland Park and the issues related to the homeless people occupying the area. He is interested in researching a “camping ban” so that members of the community can access the park for its intended use.

5. Ironwood Development Proposal

Public Works Director Paul Trombino introduced the item at 6:05 p.m.

The proposed development requires All Recycling to purchase the 16-acre site, construct a 20,000 sq ft. waste transfer facility and 50,000 sq ft. of speculative industrial flex space with the City of Greeley to design and construct a street to connect the Ironwood Business Park to 18th Street. The City of Greeley will use \$1.3 million from the Western Sugar TIF

for the construction of the street. The property has been undeveloped for years. The entire property is for sale now. The City expects that there will be adequate return on investment from taxes.

Councilmember Butler asked if this project was connected to the waste transfer facility. In response to the question, Deputy City Manager Don Tripp said that this agreement is separate from that project, but they can be considered related to each other.

Councilmember Butler noted that he did not think this was a good idea to place in the downtown area and asked if the applicant would consider the agreement without the incentive. Mr. Tripp replied that the incentive (construction of the road) was critical to the agreement, and that the City made it clear that they are not interested in developments that would incur noxious odors or other.

Councilmember Butler asked about the money in the TIF and wondered if a possible Economic Development Master Plan might find a different path on using those funds. Mr. Tripp responded that this is the agreement that is in the works and the opportunity to construct light industrial is a good use of the funds now. Councilmember Butler believed that there are other projects that would be better for Greeley.

Councilmember DeBoutez asked if the recycling center would be an indoor facility and if so, would there be regulations on times of use and noise, as she is concerned about the neighborhood of 3000 households to the south. She wanted to be thoughtful about the quality of life of the neighborhood with the industrial use nearby. City Manager Lee responded that Council has the right to consider regulations with any development to come through allowing for changes to enhance the community. Mr. Tripp added that he will look into the idea of “buffering” the neighborhood through zoning efforts.

6. Council Initiative 09-2023: Overview of the process required to amend the City's Charter to give police sergeants and commanders the right to organize and bargain collectively

Deputy City Attorney Stacey Aurzada introduced the item at 6:20 p.m.

On June 20, 2023 Council requested that staff information and draft an ordinance amending Section 14-4(b) of the Greeley Home Rule Charter 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 and bargain collectively.

Council Options:

- 1) Direct staff to place an ordinance on the Council’s agenda
- 2) Do not direct staff to place an ordinance on the Council’s agenda

Process:

- The City Council may initiate a ballot measure to amend the City’s Charter

- An ordinance containing the proposed amendment is placed on the City Council's agenda
- The process to consider the ordinance is the same as for other ordinances
- If passed, the Clerk will place the measure on the ballot

Councilmember DeBoutez asked for clarification about a possible charter change back in 1980 related to police sergeants and wanted to understand the role of sergeants. Ms. Aurzada noted that she will research. Chief Turk explained that they are frontline supervisors responsible for a group or a shift of officers.

Councilmember Olson wanted to make sure they were taken care of and by putting this on the ballot via Council and not by an initiative petition, if there was the belief that Council was supporting the question. Mayor Gates added that this is a way for the question to get in front of the voters to make the decision and not necessarily a show of support or not. Councilmember Olson added that he believed commanders would do well through Compensation and Classification efforts than trying to be part of a union.

Councilmembers asked about benefits for sergeants and then additionally asked for an explanation of why the commanders were added to this request. Chief Turk explained that most of the benefits offered to commanders were also offered to sergeants.

Council consensus was to allow Police Sergeants to collectively bargain. The item will be brought back for Council consideration at the August 1, 2023 City Council meeting.

7. Scheduling of Meetings, Other Events

None.

8. Adjournment

Mayor Gates adjourned the meeting at 6:56 p.m.

Approved:

John D. Gates, Mayor

Attest:

Heidi Leatherwood, City Clerk

City of Greeley, Colorado
CITY COUNCIL PROCEEDINGS
City Council Regular Meeting
July 18, 2023
6:00 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. 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 Ed Clark
Councilmember Johnny Olson

4. Approval of the Agenda

None.

5. Recognitions and Proclamations

Mayor Gates read Big Balloon Build Day proclamation, and Verniece Thomas and Sharon Eberhard with Life Stories Child and Family Advocacy were present in Chambers to accept.

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

Mayor Gates introduced Community Development Director Brian McBroom and Interim Chief Finance Officer Rodney Rhoades into their new roles.

6. Citizen Input

1. Steve Teets spoke about fair housing, drug problems in the community, ADA service animals and increased housing issues.

7. Reports from Mayor and Councilmembers

None.

8. Initiatives from Mayor and Councilmembers

Councilmember Clark attended a neighborhood meeting a couple weeks ago.

Councilmember Clark reported that residents were expressing safety concerns about the Hillside area parks occupied by homeless individuals. Council consensus requested that the City Attorney's Office provide a summary on camping bans, resources and solutions.

Consent Agenda

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)

Mayor Pro Tem moved to approve the Consent Agenda Items 9-14.
Councilmember Clark seconded the motion. The motion passed 7-0 at 6:19 p.m. with Councilmember Olson absent.

End of Consent Agenda

15. Pulled Consent Agenda Items

None.

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

Interim Finance Director Tammy Hutchins shared a presentation at 6:20 p.m.

Local Improvement District (LID) No. 463 was established to maintain the rights-of-way 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 residential unit. This revision of the ordinance will incorporate 1841 Homestead Road in the annual assessment of \$350 per homeowner plus a 5% collection fee.

The public hearing opened at 6:22 p.m.

1. Public Estates, HOA President Kaan Inceoglu introduced himself and wanted Council to know that he was present to answer questions if needed.
2. Steve Teets asked if the expense was the responsibility of the homeowner or the City.
In response to the question, Ms. Hutchins replied that the City only collects the money and gives it to the HAO to provide services.
3. Edwin Grant spoke about differing maintenance responsibilities between the housing communities and the City.

The public hearing was closed at 6:27 p.m.

Councilmember Butler asked how often this issue would come before Council? In response to the question, Ms. Hutchins answered that they can make changes every three years.

Councilmember Olson moved to adopt the ordinance and publish by title only. Councilmember DeBoutez seconded the motion. The motion passed 7-0 at 6:28 p.m.

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)

Treasurer, Robert Miller, Fire Division Chief Jeff Stranahan, and Interim Fire Chief Chris Ellmer shared the presentation at 6:29 p.m.

The Greeley Fire Department requested funding to replace two fire apparatus. The benefits of advancing the funds are avoiding price increase, discount for multiple vehicles and maintaining the current replacement plan cycle. New emission standards have increased costs and prices are rising as of August 2023.

Councilmember Olson asked when the funding for the equipment would normally be scheduled. In response to the question, Mr. Stranahan said that these requests would normally be in the 2025 and 2026 budgets and therefore, the requested funds would be advanced from the 2025 and 2026 budget.

Councilmember DeBoutez about the life span of the apparatus. In response to the question, Mr. Stranahan replied that the vehicles have a 20-year life cycle with 12 years on the frontline and 8 years on reserve.

The public hearing opened at 6:31 p.m.

1. Edwin Grant spoke about his government observations over the years.

The public hearing closed at 6:33 p.m.

Councilmember Butler moved to adopt the Ordinance and publish with reference to title only. Councilmember Olson seconded the motion. The motion passed 7-0 at 6:34 p.m.

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.)

Public Works Director Paul Trombino and Deputy Public Works Director Bhooshan Karnik introduced the item at 6:34 p.m.

The C Street project objective is to connect 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, other residents, and Northridge High School. If not completed, C Street will remain a dead-end street with little value to the neighborhood, school, and community. The project completion date is expected to be within the 2024 calendar year. It does not involve any state/federal funds or grants.

Councilmember Olson asked if it is a possibility that eminent domain will be the process used to acquire the property. In response to the question, Mr. Kamik replied that owners have been communicated to and there is still no agreement for market value of the property.

The public hearing opened at 6:41 p.m.

1. Edwin Grant spoke about eminent domain.

2. Steve Teets spoke about emanate domain and property owners.

The public hearing closed at 6:43 p.m.

Councilmember Olson spoke on eminent domain and the point is to arrive at a fair market price for the property owners.

Councilmember Butler moved to adopt the Ordinance and publish with reference to title only. Councilmember Olson seconded the motion. The motion passed 7-0 at 6:45 p.m.

19. Appointments to Boards & Commissions

City Clerk Heidi Leatherwood announced the appointments:

Civil Service Commission – Kristi Ogren for a six-year term.

Commission on Disabilities – Recruit for additional applicants.

Union Colony Civic Center Advisory Board – Recruit for additional applicants.

Youth Commission – Dakine Persons for a two-year term.

20. Scheduling of Meetings, Other Events

None.

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

Mayor Pro Tem Payton moved to approve the motion. Councilmember Butler seconded the motion. The motion passed 7-0 at 6:46 p.m.

22. Adjournment

Mayor Gates adjourned the meeting at 6:46 p.m.

Approved:

John D. Gates, Mayor

Attest:

Heidi Leatherwood, City Clerk



Council Agenda Summary

August 1, 2023

Key Staff Contact: Douglas May, Planner III

Title:

Consideration of a motion to continue the public hearing and second reading of the ordinance related to Seeley Lake Annexation Nos. 1-5 (ANX2022-0001) and establishment of zoning (ZON2022-0003) to the August 15, 2023 City Council Meeting

Summary:

Due to an internal miscommunication, the Annexation Impact Report for the Seeley Lake annexations was not filed with the Weld County Board of County Commissioners 20 days prior to the date of the City Council's hearing on the proposed annexation. All other code and statutory obligations and notifications have been met. The Annexation Impact Report has since been sent on July 24, 2023, which is more than 20 days prior to the August 15, 2023, City Council meeting. We are requesting the above items be tabled to the August 15, 2023, City Council meeting in order to meet section 31-12-108.5. of Colorado State Statute.

Fiscal Impact:

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

Legal Issues:

Other issues and Considerations:

Strategic Focus Area:



Community Vitality



High-Performance Government

Decision Options:

1. Approve the motion.
2. Amend the motion and approve as amended.
3. Deny the motion.

Council's Recommended Action:

A motion to continue the public hearing and second reading of ordinances to annex and establish zoning

on 160.620 acres (ANX2022-0001, ANX2022-0002, ANX2022-0003, ANX2022-0004, ANX2022-0005, ZON2022-0003) to the August 15, 2023 City Council Meeting.

Attachments:

None



Council Agenda Summary

August 1, 2023

Key Staff Contact: Heidi Leatherwood, City Clerk

Title:

Consideration of a Resolution authorizing an Intergovernmental Agreement (IGA) with Weld County to participate in the Weld County Coordinated Election on November 7, 2023

Summary:

Since 1994, the City of Greeley has chosen to conduct its municipal elections in a collaborated effort with the Weld County Clerk and Recorder when it conducts general elections. To participate in a coordinated election with the County, an IGA is required, listing the responsibilities of both parties and setting payment by the City of Greeley to Weld County. The statutory deadline for submitting the IGA is August 29, 2023.

Utilizing the processes and logistics of the County's election department minimizes election costs for the City of Greeley, since costs are shared across the many other neighboring municipalities choosing to coordinate with the County. Statistics show that combining efforts (state, county and municipal) in this way promotes greater voter awareness and participation. The City of Greeley will submit names for elected office positions and expected charter amendments to the 2023 ballot.

Fiscal Impact:

Does this item create a fiscal impact on the City of Greeley?	Yes
If yes, what is the initial, or, onetime impact?	One time
What is the annual impact?	\$81,250
What fund of the City will provide Funding?	General
What is the source of revenue within the fund?	Election line in CCO Budget
Additional Comments:	The fee charged to participate in the coordinated election is \$1.25 per registered voter. While the number of registered voters varies, there are approximately 65,000 active and inactive registered voters in Greeley.

Legal Issues:

Consideration of this matter is a legislative process which includes the following: On Consent Agenda

- 1) Resolution
- 2) Council discussion
- 3) Council decision

Other issues and Considerations:

Strategic Focus Area:



High-Performance Government

Decision Options:

- 1) Adopt the resolution as presented;
- 2) Amend the resolution and adopt it 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. Resolution 24, 2023- Coordinated Election IGA
2. Exhibit A - Greeley 2023 Mutual Aid IGA

**CITY OF GREELEY, COLORADO
RESOLUTION NO. 24, 2023**

**A RESOLUTION OF THE GREELEY CITY COUNCIL AUTHORIZING THE CITY TO ENTER
INTO AN INTERGOVERNMENTAL AGREEMENT WITH WELD COUNTY TO PARTICIPATE
IN THE NOVEMBER 7, 2023, COORDINATED ELECTION, AND AUTHORIZING THE CITY
CLERK TO SIGN SAID INTERGOVERNMENTAL AGREEMENT**

WHEREAS, pursuant to Colorado law, the County of Weld and the City of Greeley may cooperate or contract with each other to provide any function, service or facility lawfully authorized to each, and any such contract may provide for the sharing of costs; and

WHEREAS, the County of Weld, through the Weld County Clerk and Recorder (County Clerk) and the City of Greeley (City) are authorized to conduct elections as provided by law; and

WHEREAS, the City has determined that it is in the best interests of the City to participate in Weld County's November 7, 2023, General Election, as a "coordinated election", as such term is defined in the Uniform Election Code of 1992, as amended, which also contemplates the entry into and performance of an intergovernmental agreement to cooperate in the conduct and financing of an election; and

WHEREAS, the County Clerk and the City have determined that it is in the best interest of Weld County, the City, and their respective inhabitants to cooperate and contract concerning the November 7, 2023, General Election upon the terms and conditions contained in the attached intergovernmental agreement; and

WHEREAS, Colorado Constitution Article X, Section 20 requires the production of a mailed notice (TABOR notice) concerning certain ballot issues that may be submitted to the electors of the City, and the TABOR notices of several jurisdictions are to be sent as a package where jurisdictions overlay; and

WHEREAS, the need to produce the TABOR notice package requires that there be county-wide coordination of the production and mailing of the TABOR notice package to effectuate the purposes of said constitutional section, and the County Clerk and the City desire to set forth their respective responsibilities in the production and mailing of the TABOR notice package for the election conducted pursuant to the intergovernmental agreement.

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

Section 1. The attached Intergovernmental Agreement (Exhibit A) is hereby authorized;

Section 2. the City Clerk is hereby authorized to sign said Intergovernmental

Agreement; and

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

PASSED AND ADOPTED, SIGNED AND APPROVED ON THIS 1st DAY OF AUGUST 2023.

ATTEST:

THE CITY OF GREELEY, COLORADO

By: City Clerk

By: Mayor

Memorandum of Intergovernmental Agreement
For Conduct of Coordinated Elections

City of Greeley, hereinafter referred to as "Jurisdiction," does hereby agree and contract with the Board of County Commissioners of the County of Weld, hereinafter referred to as "Commissioners," and the Weld County Clerk and Recorder, hereinafter referred to as "County Clerk," concerning the administration of the November 7, 2023, Coordinated Election conducted pursuant to the Uniform Election Code of 1992 as amended (hereinafter "Code"), and the rules and regulations promulgated thereunder, found at 8 C.C.R. 1505-1. This Agreement is not intended to address or modify statutory provisions regarding voter registration, nor to address or modify the County Clerk's duties thereunder.

WHEREAS, the Jurisdiction desires to conduct an election pursuant to its statutory authority or to have certain items placed on the ballot at an election pursuant to its statutory authority, such election to occur via mail ballot on November 7, 2023; and

WHEREAS, the Jurisdiction agrees to conduct a Coordinated Election with the County Clerk acting as the Coordinated Election Official; and

WHEREAS, the County Clerk is the "Coordinated Election Official," pursuant to C.R.S. §1-7-116, and is to perform certain election services in consideration of performances by the Jurisdiction of the obligations herein below set forth; and

WHEREAS, such agreements are authorized by statute at C.R.S. §§1-1-111(3), 1-7-116, and 29-1-203, et seq.

NOW, THEREFORE, in consideration of the mutual covenants herein, the parties agree as follows:

1. The Jurisdiction encompasses territory within Weld County and _____ only Weld____County. This Agreement shall be construed to apply only to that portion of the Jurisdiction within Weld County.
2. Term of Agreement: This Agreement is intended only to deal with the conduct of the November 7, 2023, Coordinated Election.
3. The Jurisdiction agrees to perform the following tasks and activities:
 - a. Conduct all procedures required of the clerk or designated election official for initiatives, referenda, and referred measures under the provisions of C.R.S. §§31-11-101 through 31-11-118.
 - b. To do all tasks required by law of designated election officials concerning nomination of candidates by petition, including, but not limited to: issue approval as to form, where appropriate, of nominating petition; determine candidate eligibility; receive candidate acceptance of nominations; accept notice of intent, petitions for nomination, and affidavits of circulators; verify signatures on nominating petitions; and hear any protests of the nominating petitions, as said tasks are set forth in any applicable provisions of Title 1, Article IV, Parts 8 and 9, and C.R.S. §1-4-501, C.R.S., and those portions of the Colorado Municipal Election Code of 1965, Article X of Title 31, as adopted by reference pursuant to C.R.S. §1-4-805.

Memorandum of Intergovernmental Agreement
For Conduct of Coordinated Elections

- c. Establish order of names and questions for Jurisdiction's portion of the ballot and submit to the County Clerk in final form. The ballot content, including a list of candidates, ballot title, and text, must be certified to the County Clerk no later than 60 days before the election, pursuant to C.R.S. §1-5-203(3)(a). The Jurisdiction must provide a Spanish (US) translation of the ballot title and text for the County to provide a Spanish language sample ballot and a Spanish language in-person ballot pursuant to § 1-5-906 and 1-5-907, C.R.S. The translation services selected by the Jurisdiction must be screened and tested for proficiency in both written English and Spanish with affiliation or accreditation by a nationally recognized association of translators or have credentials or certifications that are comparable to or exceed the standards used by a nationally recognized association of translators, and must produce translations that are linguistically accurate, culturally appropriate, and technically consistent with the original documents. The County Clerk will require the certification of translation be turned in with the ballot content.
- d. Accept written comments for and against ballot issues pursuant to C.R.S. §§ 1-7-901 and Colorado Constitution Article 10, Section 20(3)(b)(v). Comments to be accepted must be filed by noon on the Friday before the 45th day before the election. Preparation of summaries of written comments shall be done by the Jurisdiction but only to the extent required pursuant to C.R.S. §1-7-903(3). The full text of any required ballot issue notices must be transmitted to and received by the County Clerk no later than 43 days prior to the election pursuant to C.R.S. §1-7-904. No portion of this Subsection 3(d) shall require the County Clerk to prepare summaries regarding the Jurisdiction's ballot issues.
- e. Collect, prepare, and submit all information required to give notice pursuant to Colorado Constitution Article 10, Section 20(3)(b), the Taxpayer's Bill of Rights. Such information must be received by the County Clerk no less than 43 days prior to the election to give the County Clerk sufficient time to circulate the information to voters.
- f. Accept affidavits of intent to accept write-in candidacy up until close of business on the 64th day before the election, provide a list of valid affidavits received and forward them to the County Clerk pursuant to C.R.S. §1-4-1102(2).
- g. Pay the sum of \$1.25 per registered elector eligible to vote in the Jurisdiction's election as of November 7, 2023, with a \$200 minimum, within 30 days of billing, regardless of whether or not the election is actually held. If the Jurisdiction cancels the election before its Section 20, Article X, the Taxpayer's Bill of Rights, notices are due to the County, and prior to the County Clerk incurring any expenses for the printing of the ballots, the Jurisdiction shall not be obligated for any expenses under this Subsection 3(g). The Jurisdiction shall also be responsible for costs of recounts pursuant to C.R.S. §§1-10.5-107 or 1-11-215, except for costs collected from an "interested party"

Memorandum of Intergovernmental Agreement
For Conduct of Coordinated Elections

pursuant to C.R.S. §1-10.5-106 which shall be collected by the entity conducting the recount.

- h. Designate an “election official” who shall act as the primary liaison between the Jurisdiction and the County Clerk and who will have primary responsibility for the conduct of election procedures to be handled by the Jurisdiction hereunder.
- i. By approval of this Agreement, any municipality thereby resolves to not use the provisions of the Colorado Municipal Election Code, except as otherwise set forth herein or as its use is specifically authorized by the Code.
- j. Mail ballot issue notices pursuant to C.R.S. §1-7-906(2) for active registered electors who do not reside within the county or counties where the political subdivision is located.
- k. Carry out all action necessary for cancellation of an election including notice pursuant to C.R.S. §1-5-208, and pay any costs incurred by the County Clerk within 30 days of receipt of an invoice setting forth the costs of the canceled election pursuant to C.R.S. §1-5-208(5).
- l. Jurisdiction shall verify as being accurate the list of registered elector’s names and addresses previously forwarded to the Jurisdiction by the Weld County Clerk and Recorder’s Office. By signing this Agreement, Jurisdiction represents that the list of registered elector’s names and addresses has been reviewed by the Jurisdiction and is accurate. The Jurisdiction will promptly notify Adam Gonzales, the Weld County Election Manager (see contact information in 5(h)), of any changes to the information contained in said list.
- m. By September **8th**, Jurisdiction shall notify all candidates to call the Election Office at 970-400-3109, to leave a voice mail on how to pronounce the candidate’s name and the office the candidate is seeking.

4. The County Clerk Agrees to perform the following tasks and activities:

- a. Except as otherwise expressly provided for in this Agreement, to act as the Coordinated Election Official for the conduct of the election for the Jurisdiction for all matters in the Code which require action by the Coordinated Election Official.
- b. Circulate the Taxpayer’s Bill of Rights notice pursuant to Colorado Constitution Article X, Section 20.
- c. Circulate general Ballot Issues notices pursuant to C.R.S. §§ 1-7-905 and 1-7-906(1), and publish and post notice, as directed in C.R.S. §1-5-205.

Memorandum of Intergovernmental Agreement
For Conduct of Coordinated Elections

- d. Designate the statutory required number of drop boxes during the election cycle. Designate not less than the statutory requirement of voter service and polling centers for early voting and election day.
- e. After Election Day, bill Jurisdiction for number of registered electors within the Jurisdiction as of Election Day; identify the members of the Board of Canvassers eligible for receiving a fee; and bill the Jurisdiction for the fees.
- f. Designate an employee of the Weld County Clerk and Recorder's Office, Election Division to act as a primary liaison or contact between the County Clerk and the Jurisdiction (see contact information in 5(h)).
- g. The County Clerk shall appoint and train election judges and this power shall be delegated by the Jurisdiction to the County Clerk, to the extent required or allowed by law.
- h. Select and appoint a Board of Canvassers to canvass the votes, provided that the Jurisdiction, at its option, may designate one of its members and one eligible elector from the jurisdiction to assist the County Clerk in the survey of the returns for that Jurisdiction. If the Jurisdiction desires to appoint one of its members and an eligible elector to assist, it shall make such appointments, and shall notify the County Clerk in writing of such appointments not later than 15 days prior to the election. The County Clerk shall receive and canvass all votes, and shall certify the results in the time and manner provided and required by the Code. The County Clerk shall perform all recounts required by the Code.

5. Additional Provisions

- a. Time of the Essence.

Time is of the essence in this Agreement. The statutory time frames of the Code shall apply to the completion of the tasks required by this Agreement.

- b. Conflict of Agreement with Law.

This Agreement shall be interpreted to be consistent with the Code, provisions of Title 31 applicable to the conduct of elections, and the Colorado Election Rules contained in 8 C.C.R. 1505-1. Should there be an irreconcilable conflict between the statutes, this Agreement and the Colorado Election Rules, the statutes shall first prevail, then this Agreement and lastly the Colorado Election Rules.

- c. Right of Termination.

If Jurisdiction fails to accomplish its obligations, County is relieved of any further obligation under this agreement. Jurisdiction is fully responsible for any actions that result from its failure to meet its obligations.

- d. Liquidated Damages.

Memorandum of Intergovernmental Agreement For Conduct of Coordinated Elections

In the event that a Court of competent jurisdiction finds that the election for the Jurisdiction was void or otherwise fatally defective as a result of the sole negligence or failure of the County Clerk to perform in accordance with this Agreement or laws applicable thereto, then the County Clerk shall, as liquidated damage, not as a penalty, refund all payments made, pursuant to Subsection 3(g) of this Agreement and shall, if requested by the Jurisdiction, conduct the next Coordinated Election which may include any election made necessary by a defect in the election conducted pursuant to this Agreement with no fee assessed to the Jurisdiction. This remedy shall be the sole and exclusive remedy for damages available to the Jurisdiction under this Agreement.

e. No Waiver of Privileges or Immunities.

No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections or other provisions, of the Colorado Governmental Immunity Act §§ 24-10-101 et seq., as applicable now or hereafter amended, or any other applicable privileges or immunities held by the parties to this Agreement.

f. No Third Party Beneficiary Enforcement.

It is expressly understood and agreed that the enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the undersigned parties and nothing in this Agreement shall give or allow any claim or right of action whatsoever by any other person not included in this Agreement. It is the express intention of the undersigned parties that any entity other than the undersigned parties receiving services or benefits under this Agreement shall be an incidental beneficiary only.

g. Entire Agreement, Modification, Waiver of Breach.

This Agreement contains the entire Agreement and understanding between the parties to this Agreement and supersedes any other agreements concerning the subject matter of this transaction, whether oral or written. No modification, amendment, novation, renewal, or other alteration of or to this Agreement and any attached exhibits shall be deemed valid or of any force or effect whatsoever, unless mutually agreed upon in writing by the undersigned parties. No breach of any term, provision, or clause of this Agreement shall be deemed waived or excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party hereto, or waiver of, a breach by any other party, whether express or implied, shall not constitute a consent to, waiver of, or excuse for any other, or subsequent, breach.

Memorandum of Intergovernmental Agreement
For Conduct of Coordinated Elections

- h. Notice provided for in this Agreement shall be given by the Jurisdiction to the primary liaison designated according to section 4.f. above:

Adam Gonzales
Phone: (970) 400-3178
Fax: (970) 304-6566
Email: agonzales@weld.gov
Address: PO Box 459, Greeley, CO 80632

Notice provided for in this Agreement shall be given to the Jurisdiction election official referred to in Subsection 3(h) of this Agreement by phone:

Designated Election Official for Jurisdiction: ____Heidi Leatherwood____
Phone: ____970 350-9742____
After hour phone number: ____970 573-0116____
Additional Contact Information:
Fax: _____
E-mail: heidi.leatherwood@greeleygov.com or cityclerk@greeleygov.com
Address: _1000 10th Street, Greeley, Colorado 80631

DATED this _____ day of _____, 2023.

WELD COUNTY CLERK AND RECORDER

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF WELD COUNTY

Carly Koppes, Clerk and Recorder

Mike Freeman, Chair

APPROVED AS TO FORM:

ATTEST: _____
Clerk to the Board of County Commissioners

County Attorney

Deputy Clerk to the Board

City of Greeley
APPROVED AS TO FORM:

ATTEST:

Attorney for Jurisdiction (Signature)

Designated Election Official for Jurisdiction
(Signature)



Council Agenda Summary

August 1, 2023

Key Staff Contact: Kim Snyder, John Dargle, CPRD Director

Title:

Consideration of a Resolution approving the 2023 City of Greeley Art Master Plan

Summary:

2023 Arts Master Plan was presented at the City Council Work Session on July 25, 2023. Any changes that have been requested have been made for the resolution.

Fiscal Impact:

Does this item create a fiscal impact on the City of Greeley?	No
What fund of the City will provide Funding?	9303
What is the source of revenue within the fund?	1% for Art
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

Other issues and Considerations:

Strategic Focus Area:



Business Growth



Community Vitality



Quality of Life

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 25, 2023 - Art Master Plan

**THE CITY OF GREELEY, COLORADO
RESOLUTION NO. 25, 2023**

A RESOLUTION ADOPTING THE 2023 CITY OF GREELEY ART MASTER PLAN

WHEREAS, a Greeley Art Master Plan was originally conceived and completed in 2009, and subsequently updated in 2014 and 2018; and

WHEREAS, the Greeley Art Commission determined in 2022 that, through proper planning, diligence, and adequate funding from the City of Greeley's 1% for Public Art Program, many of the components of the 2018 master plan have been accomplished or are under way; and

WHEREAS, Greeley Art Commission members prepared an updated and final draft of a 2023 Art Master Plan; and

WHEREAS, the 2023 Greeley Art Master Plan has integrated the 2009, 2014 and 2018 Art Master Plans by reference and is in alignment with the City Council Goals and Imagine Greeley Comprehensive Plan; and

WHEREAS, the 2023 Greeley Art Master Plan will guide the creation of distinctive places through art projects which build awareness, appreciation and understanding of the qualities that make Greeley great; and

WHEREAS, the 2023 Greeley Art Master Plan is proactive and advocates for the community and economic development through consideration of the City's priorities by providing a planning document and a guide for the procurement, development and implementation of Greeley's Public Art Program; and

WHEREAS, Greeley City Council reviewed the plan at the July 25, 2023 Work Session and has determined that it is in the Citizens' best interests to adopt the 2023 Greeley Art Master Plan.

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

Section 1. The City Council hereby accepts and adopts the 2023 Greeley Art Master Plan.

Section 2. This resolution becomes effective immediately upon its passage, as provided by the Greeley City Charter.

PASSED AND ADOPTED, SIGNED AND APPROVED ON THIS 1st DAY OF AUGUST, 2023.

ATTEST

THE CITY OF GREELEY, COLORADO

By: _____
City Clerk

By: _____
Mayor



Council Agenda Summary

August 1, 2023

Key Staff Contact: Bret Naber, IT Director

Title:

Consideration of a Resolution approving the change order for Enterprise Resource Program Supplemental Services

Summary:

The following change order request has been internally approved, the project has been built in operational contingency, and has been appropriated through Council. Payroll supplemental services are required due to a critical staff shortage in the Payroll Office. Services can be provided by our vendor to keep Payroll operations running for 5-6 months while we rehire the key positions. These services will also provide operational support for activities such as financial year-end, audit, and other critical ERP functions.

Fiscal Impact:

Does this item create a fiscal impact on the City of Greeley?	Yes
If yes, what is the initial, or, onetime impact?	One Time - \$250,000
What is the annual impact?	One Time - \$250,000
What fund of the City will provide Funding?	Oracle Refinement Project
What is the source of revenue within the fund?	Project Funds
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

Other issues and Considerations:

This is not a continuation of the project, this is an opportunity to utilize the services and expertise that assisted with the reconfiguration of the Greeley Oracle ERP environment. Specific Payroll supplemental services are required due to a critical staff shortage in the Payroll Office. This is a continuation of services currently being utilized. Services can be provided by our vendor to keep Payroll operations running for 5-6 months while we rehire the key positions. In addition, we can utilize specific experts and experience from the Refinement Project team members to provide services for our audit, year-end, and open enrollment functions. These services also include knowledge transfer and training.

Strategic Focus Area:



High-Performance Government

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 26, 2023 - ERP Supplemental Services
2. ERP Supplemental Services Change Order Metaformers #4

THE CITY OF GREELEY, COLORADO

RESOLUTION 26, 2023

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREELEY,
COLORADO APPROVING A CHANGE ORDER WITH METAFORMERS**

WHEREAS, on May 3rd, 2022, the City of Greeley contracted with a company called Metaformers to support the implementation of the Oracle Enterprise Resource Planning (ERP) system; and

WHEREAS, on May 16th, 2022, December 13th, 2022, April 4th, 2023, the City approved change orders to the existing contract with Metaformers to allow an increased scope of work to support the ERP implementation; and

WHEREAS, the City of Greeley has experienced staff turnover in the payroll division of the Department of Finance and staff members have determined that having staff from Metaformers assist with this critical function while additional staff is hired is in the best interests of the City; and

WHEREAS, this Change Order will also utilize specific experts and experience from the Refinement project team to provide services for our audit, year-end, and open enrollment functions. These services also include knowledge transfer and training; and

WHEREAS, authorization of this Change Order will also allow the City to extend the managed services engagement with Metaformers through the end of the year; and

WHEREAS, the Change Order is in the amount of \$250,000 which requires approval of City Council pursuant to Section 6-486 of the Greeley Municipal Code.

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

Section 1. The Change Order number 4 in the amount of \$250,000 is hereby approved.

Section 2. This Resolution shall become effective immediately upon its passage.

PASSED, AND ADOPTED, SIGNED AND APPROVED this 1st day of August, 2023.

ATTEST:

THE CITY OF GREELEY, COLORADO

By: _____
City Clerk

By: _____
John Gates, Mayor



CHANGE ORDER FORM

Project Information

Change Order #:	4	Date:	July 24, 2023
Project Name:	Oracle 2.0 Post Go-Live Support & system Refinement Services		
Bid Number:	FS21-12-192	Dept/Division:	Information Technology
Original Budget Unit #:	100100019011	PO #:	
New Oracle Charge Number:	4	Project Number:	11399
Oracle PO:	20221563	Oracle Expenditure Type:	7435
Expenditure Organization:	100.1000.19011	Project Manager:	Bret Naber
Title:	Chief Information Officer		

Contractor/Consultant Information

Contractor/Consultant:	Metaformers	Email:	Russ.Clark@metaformers.com
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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:	\$2,305,327.00
The net change by previous change order was:	\$1,019,387.00
The contract sum prior to this change order was:	\$3,324,714.00
The contract sum will be: (See List) Increased	\$250,000.00
The new contract sum, including this change order is:	\$3,574,714.00
The contract time will be: (See List) Unchanged	Dec-23
The new date for project completion is:	

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 Approval:

Budget Supervisor CPC Finance

Cumulative change orders totalling \$1,269,387 for a total of 55.1%.

June, 29th



Council Agenda Summary

August 1, 2023

Key Staff Contact: Noel Mink, Human Resources Director

Title:

Introduction and first reading of an Ordinance submitting to the registered electors of the City of Greeley at the November 7, 2023 Coordinated Municipal Election, a question regarding an amendment to the Greeley Municipal Charter Regarding collective bargaining for police officers

Summary:

Section 14-4(a)-(m) of the Greeley HomeRule Charter provides Collective Bargaining for Police Officers. Section 14-4(b) of the Charter currently defines "Police Officer" to exclude those holding the rank of Sergeants and above. The Council has agreed to submit to the voters at the election on November 7, 2023 a ballot question regarding whether to add those holding the rank of Sergeant to the definition of "Police Officer." If passed by the voters, this question would amend the Charter to include Sergeants within the Collective Bargaining Unit.

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:

Pursuant to Section 1-6 of the Charter, an amendment to the Charter may be framed and submitted to the electors by the Council on its own initiative, in accordance with the provisions of Article XX of the Constitution of the State of Colorado.

Other issues and Considerations:

None

Strategic Focus Area:



High-Performance Government



Quality of Life



Safe and Secure Communities

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 15, 2023

Attachments:

1. Ord 34, 2023 - Collective Bargaining for Sergeants

**CITY OF GREELEY, COLORADO
ORDINANCE NO. 34, 2023**

**AN ORDINANCE SUBMITTING TO THE REGISTERED ELECTORS OF THE
CITY OF GREELEY AT THE NOVEMBER 7, 2023
COORDINATED MUNICIPAL ELECTION, A QUESTION REGARDING
AN AMENDMENT TO THE GREELEY MUNICIPAL CHARTER
REGARDING COLLECTIVE BARGAINING FOR POLICE OFFICERS**

WHEREAS, the Greeley Home Rule Charter is the City’s legislative framework; and

WHEREAS, Article I, Section 1-6 of the Charter provides that amendments to the Charter may be framed and submitted to the electorate, by petition to the Council, or by the Council on its own initiative, in accordance with Article XX of the Constitution of the State of Colorado; and

WHEREAS, Sections 14-4(a)-14-4(m) of the Charter sets forth the right of Police Officers to participate in collective bargaining; and

WHEREAS, the term “Police Officer” is defined in the Charter to exclude the ranks of sergeant and above; and

WHEREAS, the City Council of the City of Greeley, Colorado, directed staff to identify changes to the Charter necessary to allow sergeants within the Police Department to participate in collective bargaining; and

WHEREAS, City Council has determined that it is in the best interests of the City to present to the registered electors of the City of Greeley the opportunity to determine if sergeants should be authorized to participate in collective bargaining in the same manner and in the same bargaining unit as non-supervisory Police Officers within the City.

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

Section 1. There is hereby placed on the ballot of the Coordinated Municipal Election set for November 7, 2023, a question asking the qualified electors of the City of Greeley whether to amend portions of the City of Greeley’s Charter regarding the collective bargaining rights of Police Officers to exclude only those employees holding a rank of commander from the bargaining unit.

Section 2. The following ballot title shall be placed on the November 7, 2023, Greeley Coordinated Municipal Election ballot:

Shall Section 14-4(b), subsection (a) of the City of Greeley’s Charter be amended to change the definition of the term “Police Officer” to exclude only those holding a rank above sergeant commencing on January 1, 2025?

- ☐ Yes
- ☐ No

Section 3. If the ballot question receives approval of the majority of the registered electors voting at the general election on November 5, 2023, the City of Greeley Charter shall be amended as follows effective January 1, 2025 without further action taken by City Council:

Sec. 14-4(b). - Definitions.

As used in this Section and its subparts, the following terms shall, unless the context requires a different interpretation, have the following meanings:

a. The term "police officer" shall mean the members of the civil service of the Police Department of the City of Greeley except: any person holding the rank of above sergeant ~~or above~~, including but not limited to sergeants, lieutenants, commanders, captains deputy chiefs and the Chief of the Department and any other position created with the rank ~~equivalent of sergeant or above~~ sergeant after the adoption of this Article.

Section 4. The officers of the City are authorized and directed to take all action necessary or appropriate to effectuate the provisions of this ordinance.

Section 5. The Council hereby authorizes and directs the City Clerk to certify such ballot measures to the Weld County Clerk and Recorder and hereby sets and fixes the foregoing as the ballot titles by which each ballot issue is to be submitted. The City Clerk, or the Council by resolution, may make such changes in the ballot title set forth above as may be necessary or appropriate to conform to applicable law. Notice of the election, including submission of the ballot issues, shall be given, and the election shall be held and conducted, and the results thereof shall be determined, in conformity with the Uniform Election Code of 1992, the Charter and ordinances of the City, and other applicable provisions of the Constitution (including, without limitation, Article X, Section 20 thereof) and the laws of the State of Colorado.

Section 6. The City hereby exercises its power as a home rule municipality, pursuant to Article XX of the Colorado Constitution, to supersede any and all laws of the State of Colorado which may be in conflict herewith.

Section 7. If any section, paragraph, clause, or provision of this ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this ordinance.

Section 8. This ordinance shall be passed and published pursuant to the procedures set forth in Section 3-17 of the City of Greeley's Charter.

Section 9. Should the ballot question receive approval of the majority of the registered electors voting at the general election on November 7, 2023, it shall be deemed to take effect on January 1, 2025 without further action taken by the City Council.

INTRODUCED, READ, AND ORDERED PUBLISHED THIS ____ DAY OF _____, 2023.

PASSED AND ORDERED PUBLISHED BY REFERENCE THIS ____ DAY OF _____, 2023.

ATTEST:

CITY OF GREELEY, COLORADO

City Clerk

Mayor



Council Agenda Summary

August 1, 2023

Key Staff Contact: Chris Ellmer

Title:

Introduction and first reading of an Ordinance submitting to the registered electors of the City of Greeley at the November 7, 2023 Coordinated Municipal Elections, a question regarding an amendment to the Greeley Municipal Charter regarding the titles of specific ranks of firefighters

Summary:

The Greeley Fire Department seeks to add the rank of Assistant Chief and update the titles of specific ranks of firefighters listed in the charter to be consistent with other fire department ranks across the State of Colorado.

Specifically, sections 13-4 - 13-4(k) of the Charter sets forth the rights of Firefighters to participate in collective bargaining. In section 13-4(a), the term "firefighters" is defined to mean the members and positions of the classified service of the Fire Department of the City of Greeley, except the ranks of Chief and Division Chief. "Division Chief" describes the position and duties that other departments in the State of Colorado refer to as "Deputy Chief". For clarity, the title of "Chief" should be updated to refer to "Fire Chief" in this section.

Assistant Chief has been added as a rank with agreement by the bargaining agent and should be added to the Charter section 13-4(a) as an exception from the definition of firefighter in section 13-4(a), along with Chief and Deputy Chief.

Section 13-4(k), subsection (a), (c) and (e) of the Charter, refers to "Captain", which describes the position and duties that other departments in the State of Colorado refer to as "Battalion Chief".

The Charter should be updated to change the titles of Captain to Battalion Chief, Division Chief to Deputy Chief, Chief to Fire Chief, and add the rank of Assistant Chief.

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:

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:



High-Performance Government



Safe and Secure Communities

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 15, 2023.

Attachments:

1. Ord 35, 2023 Fire Rank Title Changes

CITY OF GREELEY, COLORADO

ORDINANCE NO. 35, 2023

**AN ORDINANCE SUBMITTING TO THE REGISTERED ELECTORS
OF THE CITY OF GREELEY AT THE NOVEMBER 7, 2023
COORDINATED MUNICIPAL ELECTION, A QUESTION REGARDING
AN AMENDMENT TO THE GREELEY MUNICIPAL CHARTER
REGARDING THE TITLES OF SPECIFIC RANKS OF FIREFIGHTERS**

WHEREAS, the Greeley Home Rule Charter is the City’s legislative framework; and

WHEREAS, Article I, Section 1-6 of the Charter provides that amendments to the Charter may be framed and submitted to the electorate, by petition to the Council, or by the Council on its own initiative, in accordance with Article XX of the Constitution of the State of Colorado; and

WHEREAS, Sections 13-4 - 13-4(k) of the Charter sets forth the rights of Firefighters to participate in collective bargaining; and

WHEREAS, the Greeley Fire Department seeks to update the titles of specific ranks of firefighters listed in the charter to be consistent with other fire department ranks across the State of Colorado; and

WHEREAS, the term “firefighters” is defined to mean the members and positions of the classified service of the Fire Department of the City of Greeley, except the ranks of Chief and Division Chief; and

WHEREAS, the title of “Chief” should be updated to refer to “Fire Chief”; and

WHEREAS, the Greeley Fire Department has used “Division Chief” to describe the position and duties that other departments in the State of Colorado refer to as “Deputy Chief”; and

WHEREAS, Assistant Chief has been added as a rank with agreement by the bargaining agent and should be added to the Charter section 13-4(a) as an exception from the definition of firefighter in section 13-4(a), along with Chief and Deputy Chief; and

WHEREAS, the Greeley Fire Department has used “Captain” to describe the position and duties that other departments in the State of Colorado refer to as “Battalion Chief”; and

WHEREAS, City Council has determined that it is in the best interests of the City to present to the registered electors of the City of Greeley the opportunity to determine if the current titles in the Charter should be updated to Battalion Chief, Deputy Chief and Fire Chief and if the rank of Assistant Chief should be added to the Charter.

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

Section 1. There is hereby placed on the ballot of the Coordinated Municipal Election set for November 7, 2023, a question asking the qualified electors of the City of Greeley whether to amend portions of the City of Greeley’s Charter to update the titles of the following ranks of firefighters: Battalion Chief, Assistant Chief, Deputy Chief and Fire Chief.

Section 2. The following ballot title shall be placed on the November 7, 2023, Greeley Coordinated Municipal Election ballot:

Shall Sections 13-4(a), subsection (a) and 13-4(k), subsection (a), (c) and (e) of the City of Greeley's Charter, related to the Greeley Fire Department, be amended to change the titles of Captain to Battalion Chief, Division Chief to Deputy Chief, Chief to Fire Chief, and add the rank of Assistant Chief?

- ☐ Yes
- ☐ No

Section 3. If the ballot question receives approval of the majority of the registered electors voting at the general election on November 7, 2023, the City of Greeley Charter shall be amended as follows without further action taken by City Council:

Sec. 13-4(a). - Definitions.

As used in this Section and its subparts, the following terms shall, unless the context requires a different interpretation, have the following meanings:

a. Firefighters. The term "firefighters" shall mean the members and positions of the classified service of the Fire Department of the City of Greeley, except the ranks of Fire Chief, Deputy Chief and Assistant Chief and ~~Division Chief~~. No rank may be added to the Fire Department except with the agreement of the bargaining agent, which agreement must include an express statement about whether the rank shall be included or excluded from the definition of firefighter contained herein.

Sec. 13-4(c)

a. Bargaining Unit. The bargaining unit shall consist of all firefighters unless the ~~captains~~ battalion chiefs and lieutenants, as a group, do not vote to be included with the other firefighters as described in [this] Section 13-4[13-4(c)], paragraph (c).

c. Selection of Bargaining Representative. When a question arises concerning the selection of a bargaining representative, the City Clerk shall determine the question thereof by taking a secret ballot of firefighters and certifying in writing the results thereof to the person, persons, employee organization(s) and City involved. Said secret ballot election shall be held not less than fifteen (15) nor more than thirty (30) days from the date of filing the petition. If the petition seeking representation requests that ~~captains~~ battalion chiefs and lieutenants be included in the bargaining unit, the election shall be conducted as follows: The ballots of ~~captains~~ battalion chiefs and lieutenants, as a group, shall be counted separately from the other firefighters. If both a majority of the ~~captains~~ battalion chiefs and lieutenants, as a group, and a majority of the remaining firefighters vote to be represented by the organization seeking to be the bargaining representative, then all firefighters shall be in the bargaining unit. If either group does not so vote, that group will not be represented. The City Clerk shall certify the results of the above described election within one (1) working day of the close of the polls.

e. Duration of Recognition. Recognition as provided in this section shall continue unless and until recognition of such bargaining representative is withdrawn by a vote of a majority of all firefighters. If the ~~captains~~ battalion chiefs and lieutenants, as a group, seek to withdraw from the bargaining unit, such withdrawal must be approved by a vote of a majority of all firefighters.

Section 4. The officers of the City are authorized and directed to take all action necessary or appropriate to effectuate the provisions of this ordinance.

Section 5. The Council hereby authorizes and directs the City Clerk to certify such ballot measures to the Weld County Clerk and Recorder and hereby sets and fixes the foregoing as the ballot titles by which each ballot issue is to be submitted. The City Clerk, or the Council by resolution, may make such changes in the ballot title set forth above as may be necessary or appropriate to conform to applicable law. Notice of the election, including submission of the ballot issues, shall be given, and the election shall be held and conducted, and the results thereof shall be determined, in conformity with the Uniform Election Code of 1992, the Charter and ordinances of the City, and other applicable provisions of the Constitution (including, without limitation, Article X, Section 20 thereof) and the laws of the State of Colorado.

Section 6. The City hereby exercises its power as a home rule municipality, pursuant to Article XX of the Colorado Constitution, to supersede any and all laws of the State of Colorado which may be in conflict herewith.

Section 7. If any section, paragraph, clause, or provision of this ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this ordinance.

Section 8. This ordinance shall be passed and published pursuant to the procedures set forth in Section 3-17 of the City of Greeley's Charter.

Section 9. Should the ballot question receive approval of the majority of the registered electors voting at the general election on November 7, 2023, it shall be deemed to take effect immediately without further action taken by the City Council.

INTRODUCED, READ, AND ORDERED PUBLISHED THIS ____ DAY OF _____, 2023.

PASSED AND ORDERED PUBLISHED BY REFERENCE THIS ____ DAY OF _____, 2023.

ATTEST:

CITY OF GREELEY, COLORADO

City Clerk

Mayor



Council Agenda Summary

August 1, 2023

Key Staff Contact: Ken Haring, Chief Building Official

Title:

Introduction and first reading of an Ordinance amending Title 22, Chapter 1 of the Greeley Municipal Code relating to master heating, air-conditioning, and Gas Pipe Fitting Certification (Mechanical Code)

Summary:

The City of Greeley will only accept International Code Council Certifications for National Standard Master Mechanical and the National Standard Master Gas Pipe Fitter to do any heating, air-conditioning, or gas pipe fitting work in the City of Greeley. The City of Greeley Building Inspection Department is eliminating the test designed by the department because it deems the International Code Council's certifications meet or exceed the expectations set forth from the department's exam.

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:

Strategic Focus Area:



Safe and Secure Communities

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 15, 2023**

Attachments:

1. Ord 36, 2023 - Mechanical Certification Requirements with Appendix A
2. 2023 Mechanical Code Amendment Adoption Titles
3. Construction Trades Advisory & Appeals Board Proceedings

**CITY OF GREELEY, COLORADO
ORDINANCE NO. 36, 2023**

**AN ORDINANCE AMENDING TITLE 22, CHAPTER 1 OF THE GREELEY
MUNICIPAL CODE RELATING TO MASTER HEATING, AIR-CONDITIONING,
AND GAS PIPE FITTING CERTIFICATION**

WHEREAS, to obtain certification in the City of Greeley, each contractor must pass a test designed by the City's Building Inspection Division or pass the Master Mechanical and Master Gas Pipe Fitter exams by the International Code Council; and

WHEREAS, the exams developed by the International Code Council are a national standard and it is more efficient for the City and for contractors to meet the certification requirements upon successful passage of the International Code Council's exams; and

WHEREAS, the Building Inspection Division recommends amending the code, as shown in Appendix A, to remove the option of the test designed by the City and only require the exams by the International Code Council.

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

Section 1. That Chapter 1, Master heating, air-conditioning and gasfitting certification, of Title 22, Buildings and Construction shall be amended as shown on Appendix A, attached hereto and incorporated herein.

Section 2. 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 _____, 2023.

ATTEST

THE CITY OF GREELEY, COLORADO

By: City Clerk

By: Mayor

APPENDIX A
ORDINANCE AMENDING TITLE 22, CHAPTER 1
GREELEY MUNICIPAL CODE

Section 1. Chapter 1, Master heating, air-conditioning and gasfitting certification, of Title 22, Buildings and Construction, shall be amended to read to read as follows:

Chapter 1. Master heating, air-conditioning and ~~gasfitting~~ gas pipe fitting certification

Sec. 22-1. Master heating, air-conditioning and ~~gasfitting~~ gas pipe fitting certification required; apprentices.

No person shall do any heating, air-conditioning or ~~gasfitting~~ gas pipe fitting work in the city until he has reached the age of 21 years and has obtained certification from the city. A person, who shall be known as an apprentice, may work at the trade without a certification only under the direct supervision of a person who has obtained certification as set forth in this chapter.

Sec. 22-2. Master heating, air-conditioning and ~~gasfitting~~ gas pipe fitting certification requirements.

(a) Certification requirements shall include ~~the following~~:

~~(1) Receiving a passing score on a test designed by the city's building inspection division for mechanical and gasfitting; or~~

~~(2) P~~passing both the International Code Council tests exams identified as the ~~National Standard~~ Master Mechanical (G29) and the ~~National Standard~~ Master Gas Pipe Fitter (G33).

(b) Applicants in possession of a valid sState of Colorado journeyman or master plumber license shall only be required to pass the ~~city test for mechanical and gasfitting or pass the national standard~~ International Code Council's mMaster mMechanical (G29) test exam.

(c) Each applicant applying for the city certification shall have had a minimum of five years direct, practical experience in the trade ~~to be eligible to take the examination~~. Experience must be verifiable from previous employers by affidavit, as required by the policies and procedures established by the building inspection division.

INTRODUCTION AND FIRST READING OF AN ORDINANCE AMENDING PORTIONS OF THE GREELEY MUNICIPAL CODE TITLE 22, CHAPTER 1 (MASTER HEATING, AIR-CONDITIONING AND GASFITTING CERTIFICATION REQUIREMENTS) CHAPTER 1, SECTION 22-2(a)(1) AS IT RELATES TO REMOVAL OF THE CURRENT REQUIREMENT SPECIFIED IN SEC 22-2(a)(1). THE CITY OF GREELEY BUILDING INSPECTION DEPARTMENT

PUBLIC HEARING AND FINAL READING OF AN ORDINANCE AMENDING PORTIONS OF THE GREELEY MUNICIPAL CODE TITLE 22, CHAPTER 1 (MASTER HEATING, AIR-CONDITIONING AND GASFITTING CERTIFICATION REQUIREMENTS) CHAPTER 1, SECTION 22-2(a)(1) AS IT RELATES TO REMOVAL OF THE CURRENT REQUIREMENT SPECIFIED IN SEC 22-2(a)(1).

CONSTRUCTION TRADES ADVISORY & APPEALS BOARD
Proceedings

June 21, 2023
1100 10th Street, Room 1125
City Center North
7:30 AM

I. Call to Order

Chair Jim Morris called the meeting to order at 7:41 AM. Board members Jim Morris, Don Hobart, Jay Jensen, Dick Spitler, Brian Horning, Dave Powell, Wendell Heyen, Brian Persons, Brad Shade, and Thomas Roche were present. Board members Andy Phelps, Stephen Schapps, Dick Spitler, and Brian Persons were absent. Staff present were Chief Building Official Ken Haring, Matt Wagy, Dusty Shepard.

II. Introductions

III. Approval of the April 21, 2022, Board Meeting Minutes

Jim Morris asked if there were any comments or corrections to the Board Meeting Minutes. Hearing no comments, Don Hobart made a motion to approve the March 30, 2021, Board Meeting Minutes, Second by Thomas Roche. With no further discussion, the vote was 8-0 for approval of the minutes.

IV. Review proposed ordinance for amending Title 22, Chapter 1 of Greeley Municipal Code.

Ken Haring explained the master heating, air-conditioning and gasfitting certification requirements for applicants. They could either take the designed city test or they could take the international code council tests as the national standard master mechanical and national standard master gas pipe fitter. Ken is proposing that the city code only requires the International Code Council tests. Don Hobart and Ken had a discussion on the original purpose of the city having a test as well as the ICC. City Staff are wanting to only have the ICC test requirement for certification. Brad Shade asked if there was a location when applicants can take the ICC tests. Matt Wagy advised there were several in the northern Colorado area in which the test can be taken or they are available online. The discussion led to see that section 22-2 subsection B also needs to be corrected if amendment passes. Ken clarified and advised the amendment would be the removal for any verbiage of the city designated test. Jim closed the discussion and asked for a motion. Thomas Roche moved to approve the motion. Don Hobart second the motion. Motion carried 8-0.

V. Review of the ordinance for the adoption of the 2023 National Electrical Code.

Dusty Shepard presented the revisions for the Electrical code. Dusty stated there would be no new proposed amendments only revisions. He had revision he went over with 3 being that the city wants to delete in its entirety. He stated the 3 deletions are upgraded with better language in the 2023 Electrical code. Some of the sections were confusing at time and now with the revisions it will all be clearer. Brian Horning had a question on section 22-378 on what was changing. Dusty clarified that in that section is where it will be updated with the deletions of the code. Jim closed the discussion and asked for a motion. Jay Jensen moved to approve the motion. Brian Horning second the motion. Motion carried 8-0

VI. Review of the ordinance for the adoption of the 2023 National Electrical Code.

Board members discussed the adoption of the 2023 National Electrical Code. Jim closed the discussion and asked for a motion. Jay Jensen moved to approve the motion. Brian Horning second the motion. Motion carried 8-0

VII. Old Business

None

VIII. New Business

The discussion of meeting times with everyone agreeing to keep the same time no other topic was discussed.

IX. Adjournment

Hearing nothing else, Jim said he would entertain a motion to adjourn. Brad Shade made a motion to adjourn. Second by Thomas Roche. With no further discussion, the vote was 8-0 for approval.

Meeting adjourned at 8:01 AM

Jim Morris, Chair_____

Thomas Roche, Secretary



Council Agenda Summary

August 1, 2023

Key Staff Contact: Ken Haring, Chief Building Official

Title:

Introduction and first reading of an Ordinance amending portions of the Greeley Municipal Code Title 22, Chapter 11 Electrical Code as it relates to adopting the 2023 Edition of the National Electrical Code

Summary:

The National Electrical Code (NEC) is published, and the City of Greeley adopts the NEC on a three-year cycle. In this cycle, we are adopting the 2023 National Electrical Code and amending the current Municipal Code with three deletions of current amendments to the Code. These three deletions are amendments which have since been written into the current Code.

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:

Strategic Focus Area:



Safe and Secure Communities

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 15, 2023**

Attachments:

1. Ord 37, 2023 - Amending Portions of Title 22, Chapter 11 Electrical Code

2. Construction Trades Advisory & Appeals Board Proceedings

CITY OF GREELEY, COLORADO
ORDINANCE NO. 37, 2023

**AN ORDINANCE AMENDING PORTIONS OF THE GREELEY MUNICIPAL CODE
TITLE 22, CHAPTER 11, ELECTRICAL CODE, AS IT RELATES TO ADOPTING THE
2023 EDITION OF THE NATIONAL ELECTRICAL CODE**

WHEREAS, the City Council of the City of Greeley is charged with the responsibility of providing for the health, safety, and welfare of its residents; and

WHEREAS, the adoption of minimum electrical code standards is one method of providing for the protection of residents of the city; and

WHEREAS, the City of Greeley has previously adopted various versions of the National Electrical Code, the most recent being the 2020 National Electrical Code, with local amendments included; and

WHEREAS, it becomes necessary to update the Greeley Municipal Code from time to time to adopt the most recent publication of the National Electrical Code and the 2023 National Electrical Code has been published and is the most recent edition; and

WHEREAS, the Building Inspection Department recommends amending the code, as shown in Appendix A, to adopt the 2023 National Electrical Code with local amendments.

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

Section 1. That Chapter 11, Electrical Code, of Title 22, Buildings and Construction shall be amended as shown on Appendix A, attached hereto and incorporated herein.

Section 2. 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 _____, 2023.

ATTEST

THE CITY OF GREELEY, COLORADO

By: City Clerk

By: Mayor

APPENDIX A
ORDINANCE AMENDING TITLE 22, CHAPTER 11
GREELEY MUNICIPAL CODE

Section 1. Chapter 11, Electrical Code, of Title 22, Buildings and Construction shall be amended to read as follows:

Sec. 22-377. National Electrical Code adopted.

The, National Electrical Code©, ~~2020~~ 2023 Edition, referred to in this chapter as this Code or the NEC©, is hereby adopted by reference by the city of Greeley. The National Electrical Code© is published by the National Fire Protection Association, One Batterymarch Park, Quincy, Massachusetts, 02269 and is referenced as NFPA 70. The city finds that The National Electrical Code© provides for the minimum standards to safeguard life, health, property and public welfare by regulating and controlling the design, construction, installation, quality of materials, location, operation and maintenance of electrical systems. To ensure the safety of the public, this code is to be enforced as published or as amended in this chapter. Enforcement and administrative procedures are also established in this chapter.

Sec. 22-378. Amendments, deletions, and additions designated.

NEC© articles 90.8(A), 110.14(A), 110.14(B), 210.11(C)(3), 210.52(G), 230.70(A)(1), ~~230.70(A)(1)~~, 250.118, 334.10, 344.10(B), 348.60, 350.60, and 408.4 of the National Electrical Code© are hereby amended; Annex H of the NEC© is hereby deleted; and articles 210.52(J), 210.52(K), and 210.52(L) are added as set out in sections 16.32.080 through 16.32.091.

~~Sec. 22-379. Article 90.8(A) amended; future expansion and convenience.~~

Article 90.8(A) of the NEC©, adopted at section 22-377, is amended to read as follows:

~~90.8 Wiring planning.~~

~~a. Future expansion and convenience. Plans and specifications that provide ample space in raceways, spare raceways, and additional spaces allow for future increases in electric power and communication circuits. Distribution centers located in readily accessible locations provide convenience and safety of operation.~~

~~b. Provisions shall be provided in the initial electrical installations to allow for future additional loads, feeders and branch circuits. A minimum of three, full size breaker spaces shall be provided in each panelboard at the time of final inspection. In addition, a minimum of a one inch spare conduit or adequate pull wire provision shall be provided from each flush mounted panelboard into the attic space and also into the basement or crawl space for future use.~~

~~c. Number of circuits in enclosures. It is elsewhere provided in this Code that the number of wires and circuits confined in a single enclosure be varyingly restricted. Limiting the number of circuits in a single enclosure minimizes the effects from a short circuit or ground fault.~~

~~Sec. 22-383. Article 210.52(G) amended; basements, garages, and accessory buildings.~~

Article 210.52(G) of the NEC©, adopted at section 22-377, is amended to read as follows:

~~210.52(G) Basements, garages, and accessory buildings. For a one-family dwelling, at least one receptacle outlet shall be installed, in the areas specified in 210.52(G)(1) through (3). These receptacles shall be in addition to receptacles required for specific equipment.~~

~~a. Garages. In each attached garage, and in each detached garage with electric power. The receptacle outlet shall be at least 450 mm (18 inches) of this section and no more than 1.7 [meters] (5½ feet) of this section the garage floor. All openings for receptacles, luminaires, heating, refrigeration, and motor loads shall be a minimum of 450 mm (18 inches) of this section the floor. At least one receptacle outlet shall be installed for each vehicle bay.~~

~~b. Accessory buildings. In each accessory building with electric power.~~

~~c. Basements. In each separate unfinished portion of a basement, or where a portion of the basement is finished into one or more habitable rooms, each separate unfinished portion, in addition to those for specific equipment.~~

~~1. In new construction and remodels, if all or any part of the walls of an unfinished basement are framed, the electrical receptacle outlets as required by NEC© 210.52, and switch and luminaire outlets as required by NEC© 210.70 shall be installed.~~

~~2. If the walls, floors and ceilings will not be finished, the outlet devices are not required to be installed, however, the outlet boxes shall have blank cover plates installed on them prior to final inspection approval.~~

~~3. If receptacle outlets are installed, they shall have GFCI protection for personnel, if floor covering is not installed at the time of final inspection.~~

~~Sec. 22-386. Article 230.70(A)(1) amended; readily accessible location.~~

~~Article 230.70(A)(1) of the NEC©, adopted at section 22-377, is amended to read as follows:~~

~~230.70(A)(1) Readily accessible location. The service disconnecting means shall be installed at a readily accessible location either outside of a building or structure or inside nearest the point of entrance of the service conductors.~~

~~For a one- and two-family dwelling, the service disconnecting means shall be located on the exterior of the structure adjacent to or combined with the utility meter enclosure, and as required by article 230.85.~~

CONSTRUCTION TRADES ADVISORY & APPEALS BOARD

Proceedings

June 21, 2023

1100 10th Street, Room 1125

City Center North

7:30 AM

I. Call to Order

Chair Jim Morris called the meeting to order at 7:41 AM. Board members Jim Morris, Don Hobart, Jay Jensen, Dick Spitler, Brian Horning, Dave Powell, Wendell Heyen, Brian Persons, Brad Shade, and Thomas Roche were present. Board members Andy Phelps, Stephen Schapps, Dick Spitler, and Brian Persons were absent. Staff present were Chief Building Official Ken Haring, Matt Wagy, Dusty Shepard.

II. Introductions

III. Approval of the April 21, 2022, Board Meeting Minutes

Jim Morris asked if there were any comments or corrections to the Board Meeting Minutes. Hearing no comments, Don Hobart made a motion to approve the March 30, 2021, Board Meeting Minutes, Second by Thomas Roche. With no further discussion, the vote was 8-0 for approval of the minutes.

IV. Review proposed ordinance for amending Title 22, Chapter 1 of Greeley Municipal Code.

Ken Haring explained the master heating, air-conditioning and gasfitting certification requirements for applicants. They could either take the designed city test or they could take the international code council tests as the national standard master mechanical and national standard master gas pipe fitter. Ken is proposing that the city code only requires the International Code Council tests. Don Hobart and Ken had a discussion on the original purpose of the city having a test as well as the ICC. City Staff are wanting to only have the ICC test requirement for certification. Brad Shade asked if there was a location when applicants can take the ICC tests. Matt Wagy advised there were several in the northern Colorado area in which the test can be taken or they are available online. The discussion led to see that section 22-2 subsection B also needs to be corrected if amendment passes. Ken clarified and advised the amendment would be the removal for any verbiage of the city designated test. Jim closed the discussion and asked for a motion. Thomas Roche moved to approve the motion. Don Hobart second the motion. Motion carried 8-0.

V. Review of the ordinance for the adoption of the 2023 National Electrical Code.

Dusty Shepard presented the revisions for the Electrical code. Dusty stated there would be no new proposed amendments only revisions. He had revision he went over with 3 being that the city wants to delete in its entirety. He stated the 3 deletions are upgraded with better language in the 2023 Electrical code. Some of the sections were confusing at time and now with the revisions it will all be clearer. Brian Horning had a question on section 22-378 on what was changing. Dusty clarified that in that section is where it will be updated with the deletions of the code. Jim closed the discussion and asked for a motion. Jay Jensen moved to approve the motion. Brian Horning second the motion. Motion carried 8-0

VI. Review of the ordinance for the adoption of the 2023 National Electrical Code.

Board members discussed the adoption of the 2023 National Electrical Code. Jim closed the discussion and asked for a motion. Jay Jensen moved to approve the motion. Brian Horning second the motion. Motion carried 8-0

VII. Old Business

None

VIII. New Business

The discussion of meeting times with everyone agreeing to keep the same time no other topic was discussed.

IX. Adjournment

Hearing nothing else, Jim said he would entertain a motion to adjourn. Brad Shade made a motion to adjourn. Second by Thomas Roche. With no further discussion, the vote was 8-0 for approval.

Meeting adjourned at 8:01 AM

Jim Morris, Chair_____

Thomas Roche, Secretary



Council Agenda Summary

August 1, 2023

Key Staff Contact: Caleb Jackson, Planner III

Title:

Introduction and first reading of an Ordinance annexing the City of Greeley, Colorado, certain unincorporated territory located in Weld County, Colorado, known as the Schneider Annexation, generally located north of 10th Street and west of 83rd Avenue

Summary:

The applicant petitioned the City to annex approximately 170.573 acres located north of 10th Street and west of 83rd Avenue. City Council adopted a resolution on July 18, 2023, stating that the proposed annexation meets State requirements. Planning Commission considered this item on July 25, 2023.

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:

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

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 September 5, 2023.

Attachments:

1. Ord 38, 2023 - Schneider Annexation
2. Resolution 23, 2023 - Schneider Annexation
3. Exhibit A
4. Annexation Petition
5. Annexation Plat
6. Planning Commission Summary

CITY OF GREELEY, COLORADO

ORDINANCE NO. 38, 2023

CASE NO. ANX2022-0007

AN ORDINANCE ANNEXING TO THE CITY OF GREELEY, COLORADO, CERTAIN UNINCORPORATED TERRITORY LOCATED IN WELD COUNTY, COLORADO, KNOWN AS THE SCHNEIDER ANNEXATION, GENERALLY LOCATED NORTH OF 10TH STREET AND WEST OF 83RD AVENUE.

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

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

Section 2. The territories described below in this section are hereby approved for annexations and are hereby annexed to the City of Greeley. These territories referred to are described as follows:

SEE ATTACHED LEGAL DESCRIPTION

Said described parcels of land contains 170.573 Acres, more or less, and is subject to any easements or rights-of-way as granted by instruments of record, or as now existing on said described parcel of land.

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

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 _____, 2023.**

ATTEST:

THE CITY OF GREELEY, COLORADO

By: City Clerk

By: Mayor

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 18th day of July, 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 ($\pm$).

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.

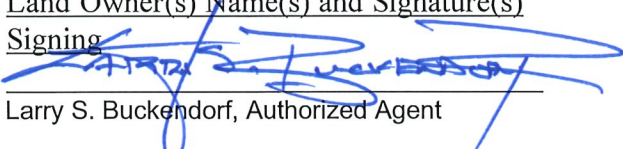
Accompanying this petition are the original and four copies of an annexation plat map containing the following information:

- 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.

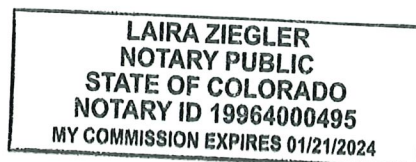
THEREFORE, the undersigned respectfully petition(s) and requests the City Council of the City of Greeley, to approve annexation of the territory described and referred to in Exhibit A to the City of Greeley in accordance with and pursuant to the statutes of the State of Colorado.

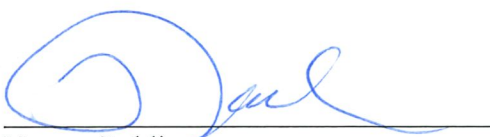
<u>Land Owner(s) Name(s) and Signature(s)</u>	<u>Mailing Address</u>	<u>Date of</u>
<u>Signing</u>  Larry S. Buckendorf, Authorized Agent	<u>7251 W. 20th Street, L-200</u> <u>Greeley, CO 80634</u>	<u>June 7th, 2023</u>

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

SCHNIEDER ANNEXATION

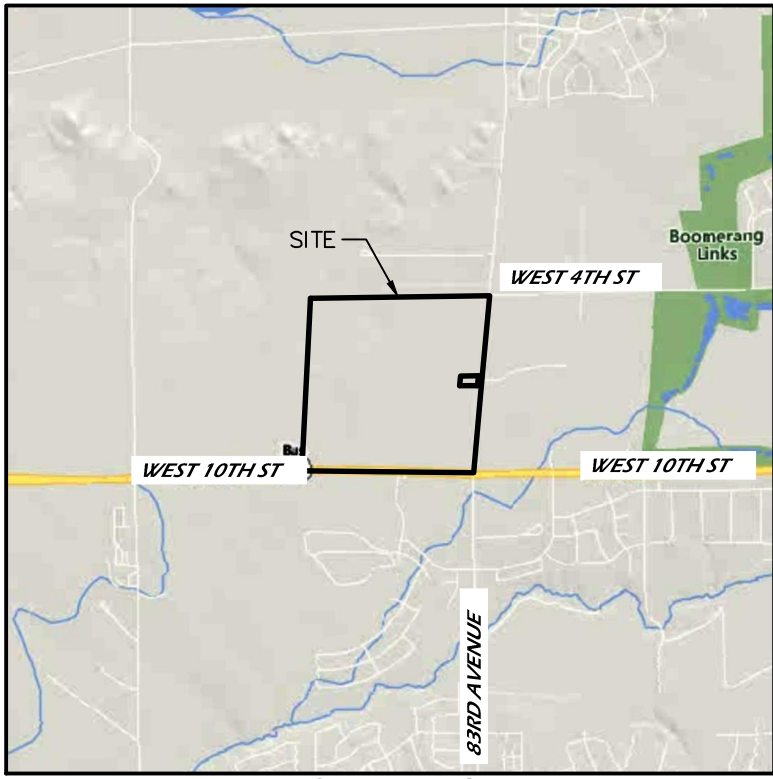
TO THE CITY OF GREELEY

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

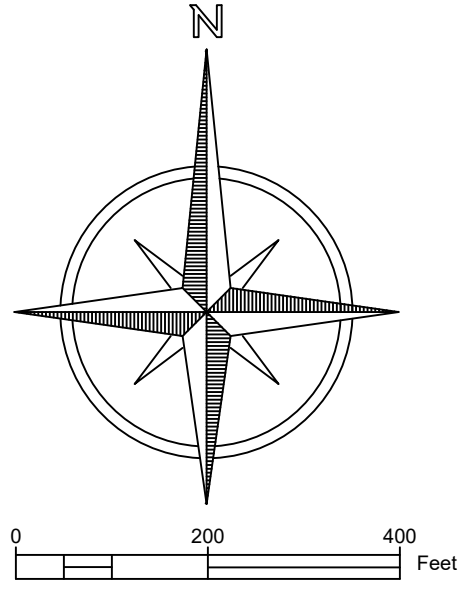
COUNTY OF WELD, STATE OF COLORADO.

170.573 ACRES

ANX2022-0007



VICINITY MAP
SCALE: 1" = 3000'



LINE TABLE		
LINE	BEARING	LENGTH
L1	N89°09'59"E	280.34'
L2	N05°10'08"E	150.00'
L3	S89°52'38"W	280.00'
L4	S05°10'08"W	153.49'
L5	S89°52'38"W	30.13'
L6	S05°10'08"W	18.02'
L7	S02°52'33"W	40.03'
L8	N86°44'22"E	30.19'
L9	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 1,406.77 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;
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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.

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;
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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;
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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 (±).

PLANNING COMMISSION RECOMMENDATION

Recommended/not recommended by the City of Greeley Planning Commission on ____ day of _____, 20 ____.

Director of Planning

CITY COUNCIL APPROVAL

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

Mayor

City Clerk

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.

ANNEXATION TABLE

TOTAL BOUNDARY: 11,813.62 L.F.
CONTIGUOUS BOUNDARY: 6,745.81 L.F.
1/6 OF TOTAL BOUNDARY 1,968.94 L.F.
RATIO= 1 : 1.75

NOTICE

According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon. (13-80-105 C.R.S. 2012)

TITLE COMMITMENT NOTE

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.

BASE 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 2813.51 feet and with all other bearings contained herein relative thereto.

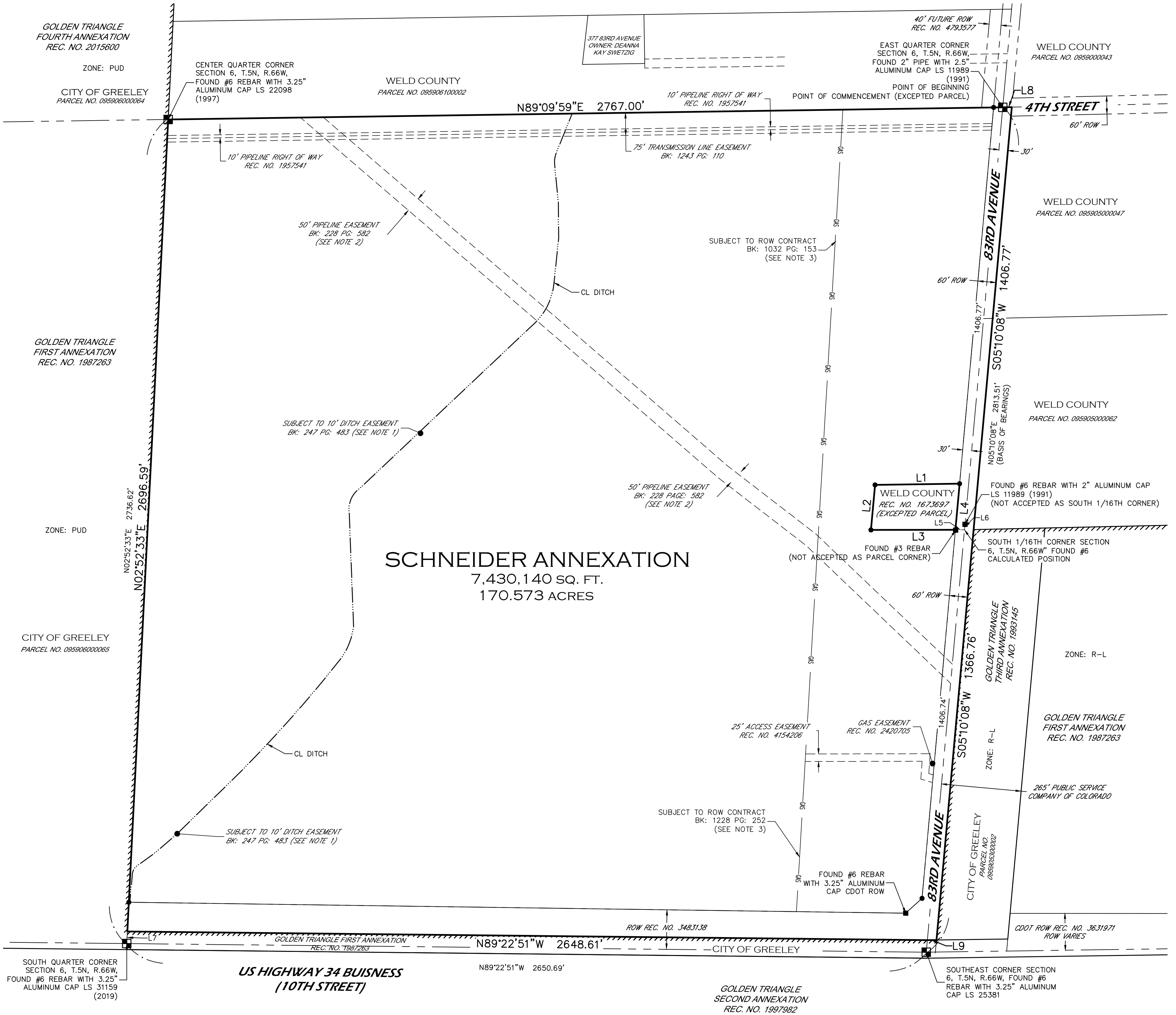
The lineal dimensions as contained herein are based upon the "U.S. Survey Foot".

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

PRELIMINARY

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

PLANNING COMMISSION SUMMARY

ITEM: Annexation of approximately 170.573 acres located at the northwest corner of 10th Street at 83rd Avenue known as the Schneider Annexation

FILE NUMBERS: ANX2022-0007

PROJECT: Schneider Annexation

LOCATION: Northwest corner of 10th Street at 83rd Avenue

APPLICANT: Union Colony West Investments LLC

CASE PLANNER: Caleb Jackson, AICP | Interim Chief Planner

PLANNING COMMISSION HEARING DATE: July 25, 2023

PLANNING COMMISSION FUNCTION:

Review the proposed annexation for compliance with Section 24-214 of the Greeley Development Code and make a recommendation to the City Council.

EXECUTIVE SUMMARY

The City of Greeley is considering a request by Union Colony West Investments LLC to annex approximately 170.573 acres located at the northwest corner of 10th Street at 83rd Avenue known as the Schneider Annexation

A. REQUEST

The City of Greeley is considering a request to annex approximately 170.573 acres located at the northwest corner of 10th Street at 83rd Avenue known as the Schneider Annexation.

B. STAFF RECOMMENDATION

Approval

C. LOCATION

Abutting Zoning:

North: A (Agricultural - County)
South: C-H (Commercial High Intensity)
R-H (Residential High Density)
East: R-L (Residential Low Density)
A (Agricultural - County)
West: PUD (Planned Unit Development)

Surrounding Land Uses:

North: Agriculture with single-family dwelling
South: Undeveloped and multi-family dwellings
East: Single-family dwelling, oil and gas extraction, electrical substation, electric transmission lines

West: Farming

Site Characteristics:

The subject annexation is approximately 170.573 acres. The site is relatively flat, primarily sloping from the south to the north. The site is currently used for farming, with accessory residential uses and outbuildings. The annexation boundary also includes 83rd Avenue from 4th Street to 10th Street.

Minimum Contiguity:

Required 16.67%

Provided 57.1%

D. BACKGROUND

The subject area comprises approximately 170.753 acres at the northwest corner of 10th Street at 83rd Avenue. The annexation boundary includes 83rd Avenue from 4th Street to 10th Street. The site is currently zoned A (Agricultural) in Weld County,

Colorado Revised Statutes §31-12-104 and §31-12-105 establish the legal requirements for annexations, and includes: (1) not less than one-sixth (1/6) of the perimeter of the area proposed to be annexed is contiguous with the City of Greeley; (2) a community of interest exists between the territory proposed to be annexed and the City of Greeley; (3) the territory sought to be annexed is urban or will be urbanized in the near future and; (4) the territory sought to be annexed is integrated or is capable of being integrated with the City of Greeley. The City Attorney's Office has determined the proposal meets the statutory requirements to be considered for annexation. As required to proceed with consideration of an annexation request, City Council adopted a resolution July 18, 2023, finding that the subject property meets the eligibility requirements for annexation. City Council is scheduled to consider an ordinance to annex the property subsequent to Planning Commission's consideration based on the application's merits, Planning Commission's recommendation, and Development Code review criteria.

The subject site must be zoned within 90 days of annexation. The applicant has submitted a PUD (Planned Unit Development) that is currently under review with City staff and will be scheduled for consideration of Planning Commission and City Council in the coming months pending annexation. The applicant intends to develop the site with a mix of single-family dwellings, multi-family dwellings, and commercial.

E. REVIEW CRITERIA

The Commission shall consider comment from review agencies and offices, staff recommendation, public comments, and the following criteria in making a recommendation to City Council.

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

Staff Comment: The subject site is within the Long Range Expected Growth Area, which is the area where the City supports annexation to accommodate future urban development. The following

objective from the Imagine Greeley Comprehensive Plan are applicable:

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

The request complies with this criterion.

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

Staff Comment: Annexing the subject property provides balance to the City by incorporating a site that borders existing city limits on the east, west, and south. Existing city limits also include property to the north of the subject site (Poudre Learning Center). Annexing the subject site would incorporate a portion of an existing enclave.

The request complies with this criterion.

3. Adequate services are, or will be, available to support the development expected to result from the proposed annexation, in accordance with Section 24-305.

Staff Comment: Adequate fire and police services are currently available to serve the site. Additional infrastructure would be required at the time of development to serve the site with appropriate sewer, water, stormwater, and transportation. Adequate parkland would be dedicated with residential development on the site.

The request complies with this criterion.

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

Staff Comment: The annexation exceeds the State's one-sixth contiguity requirements. This property's inclusion will also help provide a continual and rational boundary by including a portion of an enclave of unincorporated land that is within the City's Long Range Expected Growth Area.

The request complies with this criterion.

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

Staff Comment: The subject site is needed to accommodate future growth of Greeley. The site is identified as part of a Mixed Use Neighborhood on the Land Use Guidance Map. Adjacent thoroughfares, 10th Street and 83rd Avenue, are identified as Multi-Modal Corridors and a Neighborhood Center is shown at the intersection on the Land Use Guidance Map. With these identified land uses, it is anticipated that the site will include a mix of uses needed to accommodate the community's growth.

This request complies with his criterion.

F. PHYSICAL SITE CHARACTERISTICS

1. SUBDIVISION HISTORY

The subject property has not been subdivided. A preliminary subdivision application is under review with City staff, which would require Planning Commission approval subsequent to annexation and zoning.

2. HAZARDS

The subject site is not located within a FEMA-mapped floodplain and no steep slopes exist on the property. One plugged and abandoned oil well is located on the property.

3. WILDLIFE

A small area on the northern edge of the site is identified on the City of Greeley's Areas of Ecological Significance map as an area that could be moderately impacted by development. Upon site examination, no significant natural features requiring preservation for ecological purposes were identified.

4. FLOODPLAIN

The subject site is not in the floodway or floodplain as identified by Federal Emergency Management Administration (FEMA) flood data.

5. DRAINAGE AND EROSION

The existing drainage patterns are expected to continue to follow the existing lay of the land. Drainage patterns would be examined in greater detail through any future land use requests. Erosion and sediment control plans are required with development.

6. TRANSPORTATION

The subject site has frontage along 10th Street and 83rd Avenue. The transportation master plan identifies 4th Street extending west across the northern edge of the site. Transportation would be further evaluated with future zoning, subdivision, and development of the site.

G. SERVICES

1. WATER

Water mains are present in the vicinity to serve the subject site. Extension of water infrastructure would be considered with future applications.

2. SANITATION

Sewer mains are present in the vicinity to serve the subject site. Extension of sewer infrastructure would be considered with future applications.

3. EMERGENCY SERVICES

The subject area is currently served by the Windsor Severance Fire Rescue. The applicant has petitioned for withdrawal from the district pending annexation. Upon annexation, the site would be served by the Greeley Fire Department, with Station #7 being located approximately 1.5 miles east of the subject site. The site would also be served by the Greeley Police Department upon annexation.

4. PARKS/OPEN SPACES

Parkland dedication would be required with future residential development on the site.

5. SCHOOLS

The subject site is within the Weld RE-4 School District (Windsor-Severance). Land dedication or cash-in-lieu for schools would be required with future residential development on the site.

H. NEIGHBORHOOD IMPACTS

1. VISUAL

No visual impacts would be created by this annexation. Future development of the site would be regulated by the Development Code to mitigate visual impacts.

2. NOISE

The proposed annexation would not create noise impacts. Noise is regulated by the Municipal Code upon annexation.

I. COST-BENEFIT ANALYSIS

The subject site is anticipated to contain a mix of residential and nonresidential land uses upon development. Other than property taxes, revenue would not be realized until development occurs.

Future development would be reviewed in accordance with and required to meet, the applicable City of Greeley Development Code standards. Once under development, the developer would be required to pay development fees, extend any necessary City services to their property, and dedicate all appropriate rights-of-way and easements to serve the property.

The City would be responsible to provide fire and police services; however, due to the rural character of the site these services need are expected to be minimal. Additionally, the City would take over maintenance of 83rd Avenue from Weld County from 4th Street to 10th Street. The Public Works Department has anticipated and accepts the need to provide maintenance of

83rd Avenue. Staff finds that the proposed annexation cost impacts would be minimal in nature and would relate primarily to Police, Fire, and street maintenance.

J. PUBLIC NOTICE AND COMMENT

Notices to 37 surrounding property owners and current residents were mailed on July 7, 2023. Two signs were posted on the site on July 7, 2023. A notice was posted to the City of Greeley website on July 7, 2023. Staff has not received any comments from the public expressing objection or support of the annexation.

K. PLANNING COMMISSION MOTIONS

Recommended (Approval)

Based on the application received and the preceding analysis, the Planning Commission finds that the proposed annexation does not meet the required Development Code criteria of Section 24-214.b.2.(a–e); and recommends denial of the Schneider Annexation (ANX2022-0007) to City Council.

Alternative (Denial)

Based on the application received and the preceding analysis, the Planning Commission finds that the proposed annexation does not meet the required Development Code criteria of Section 24-214.b.2.(a–e); and recommends denial of the Schneider Annexation (ANX2022-0007) to City Council.

ATTACHMENTS

Attachment A – Vicinity Map

Attachment B – Annexation Plat

Attachment C – Site Analysis Map

Attachment D – Neighborhood Notification Map

Attachment E – Staff Slides

VICINITY MAP



SCHNIEDER ANNEXATION

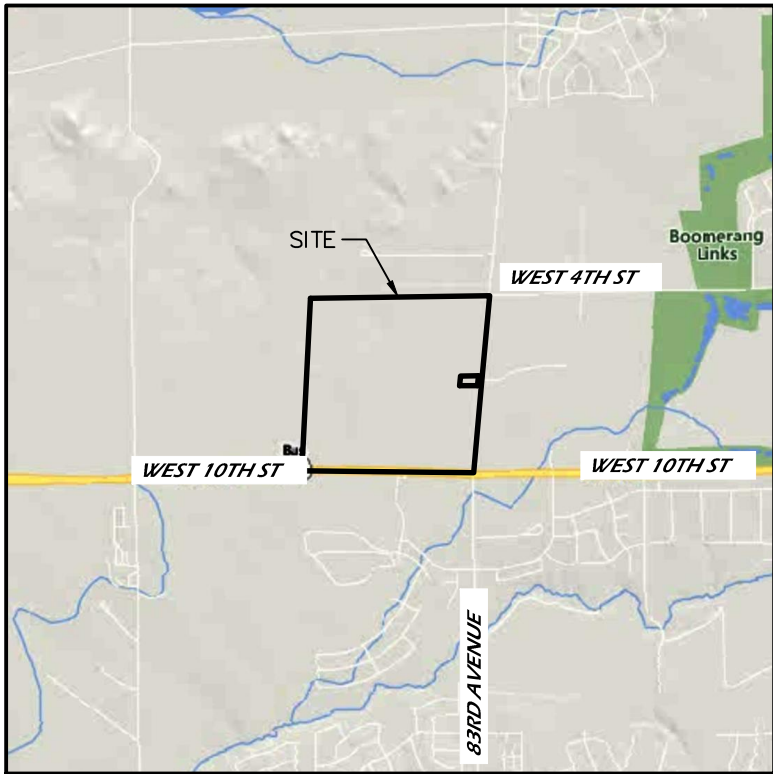
TO THE CITY OF GREELEY

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

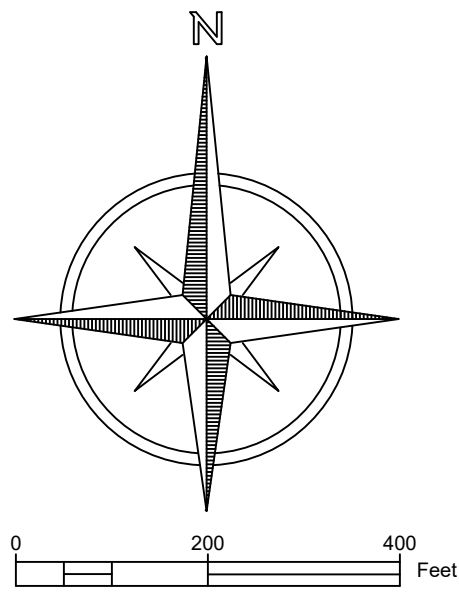
COUNTY OF WELD, STATE OF COLORADO.

170.573 ACRES

ANX2022-0007



VICINITY MAP
SCALE: 1" = 3000'



LINE TABLE		
LINE	BEARING	LENGTH
L1	N89°09'59"E	280.34'
L2	N05°10'08"E	150.00'
L3	S89°52'38"W	280.00'
L4	S05°10'08"W	153.49'
L5	S89°52'38"W	30.13'
L6	S05°10'08"W	18.02'
L7	S02°52'33"W	40.03'
L8	N86°44'22"E	30.19'
L9	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 1,406.77 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 SE1/4, 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 (±).

PLANNING COMMISSION RECOMMENDATION

Recommended/not recommended by the City of Greeley Planning Commission on ____ day of _____, 20 ____.

Director of Planning

CITY COUNCIL APPROVAL

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

Mayor

City Clerk

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.

ANNEXATION TABLE

TOTAL BOUNDARY: 11,813.62 L.F.
CONTIGUOUS BOUNDARY: 6,745.81 L.F.
1/6 OF TOTAL BOUNDARY 1,968.94 L.F.
RATIO= 1 : 1.75

NOTICE

According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon. (13-80-105 C.R.S. 2012)

TITLE COMMITMENT NOTE

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.

BASE 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 2813.51 feet and with all other bearings contained herein relative thereto.

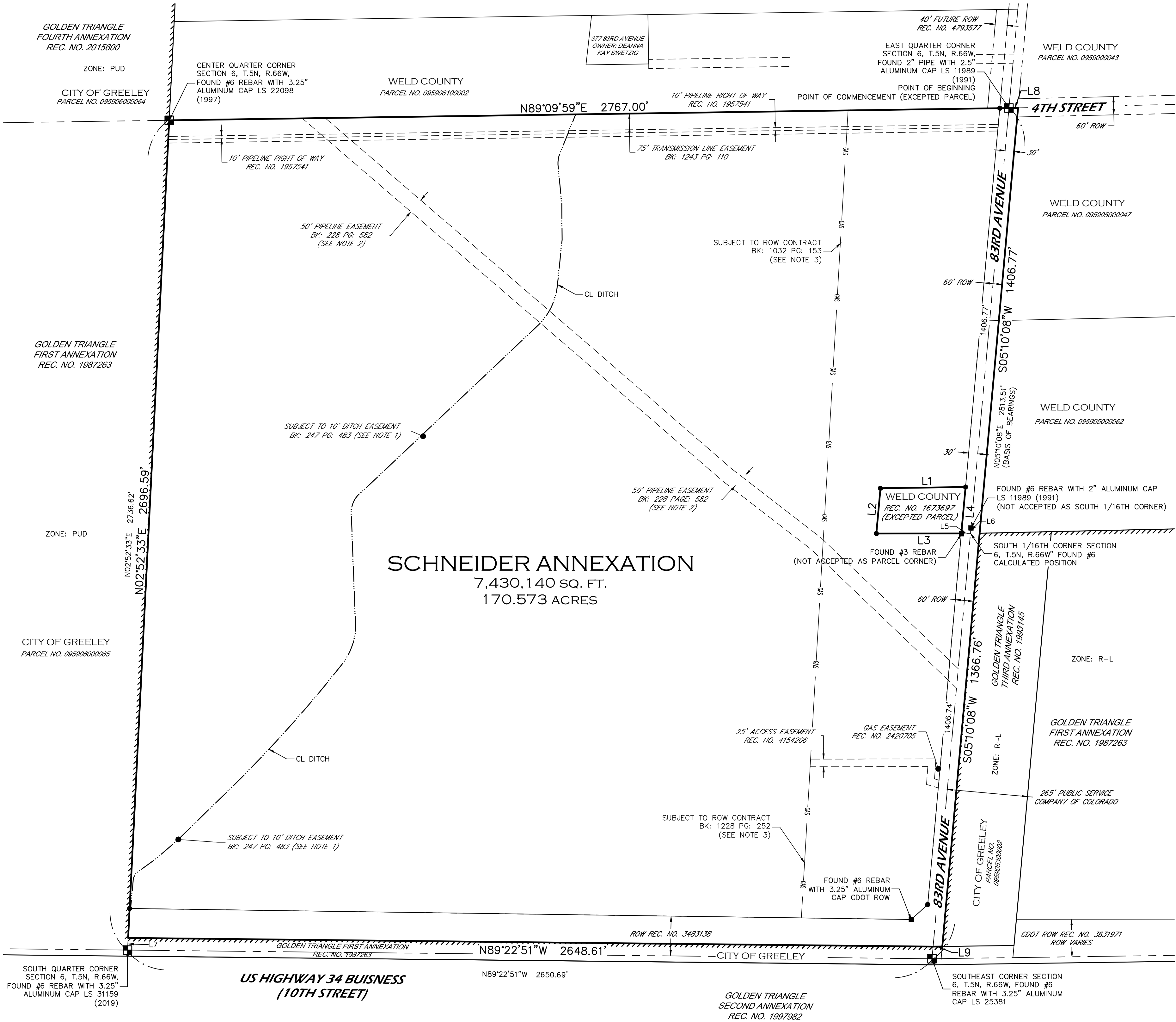
The lineal dimensions as contained herein are based upon the "U.S. Survey Foot".

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		



PRELIMINARY

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



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

Legend

POWER POLE	EDGE OF ASPHALT
ELECTRIC BOX	FENCE
ELECTRIC METER	CHAIN LINK FENCE
ELECTRIC VAULT	EDGE OF GRAVEL
WATER SPIGOT	EDGE OF LANDSCAPING
WATER METER	PIPE
SANITARY CLEANOUT	BOUNDARY LINE
TELEPHONE PEDESTAL	LINE
ACCESS POINT	RIGHT OF WAY LINE
ALIQUOT CORNER AS DESCRIBED	SECTION LINE
FOUND MONUMENT AS DESCRIBED	CENTERLINE
CALCULATED POSITION	ADJACENT PARCEL
SET 24" OF #4 REBAR WITH RED PLASTIC CAP LS 38348	APPROXIMATE CENTERLINE DITCH

Potential ecological area per City Of Greeley Ecologically Sensitive Areas Map Dated 07/19/16.

Floodplain

The PUD property is located in FIRM Panel 1512E, Map Number 08123C1512E Dated January 20, 2016. Current flood zone is Zone X.

Existing - To Be Remain

No structures to remain on site.

Existing - To Be Removed

All existing structures are to be removed.

Utilities

Bellvue Line 1 Size: 24"	Gas Line Size: Unknown	Water Line Size: 4"
Bellvue Line 2 Size: 20"	High Power Overhead Lines	Water Line Size: 16"
Bellvue Line 3 Size: 27"	Overhead Lines Size: Unknown	Fire Hydrant Approximate Location
Bellvue Line 1 Size: 36"	Fiber Optic Lines Size: Unknown	

Oil & Gas

Wilkins #16-6 - 25' Setback

See Sheet 3 for Oil and Gas Map

Zoning

Currently the property is in Weld County. The zoning of in the county is Division 1 - A (Agricultural) Zone District. With the annexation into the City of Greeley the new zoning will be PUD.

- Notes**
- Property address: 975 83rd Avenue, Greeley, Colorado.
 - Benchmark: City of Greeley Benchmark No. 156608A. Elevation 4819.72 (NAVD 88 Vertical Datum)
 - Underground utility marking shown were provided by Primo Utility Locating Services, LLC
 - 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 May6, 2022.
 - Dimensions for the Right of Way easement in Book 1228 Page 252 are not given.
 - At the request of the client the location of gas well Wilken #15-6 was plotted based upon COGIS coordinates. The well was not located during the field work for this survey.

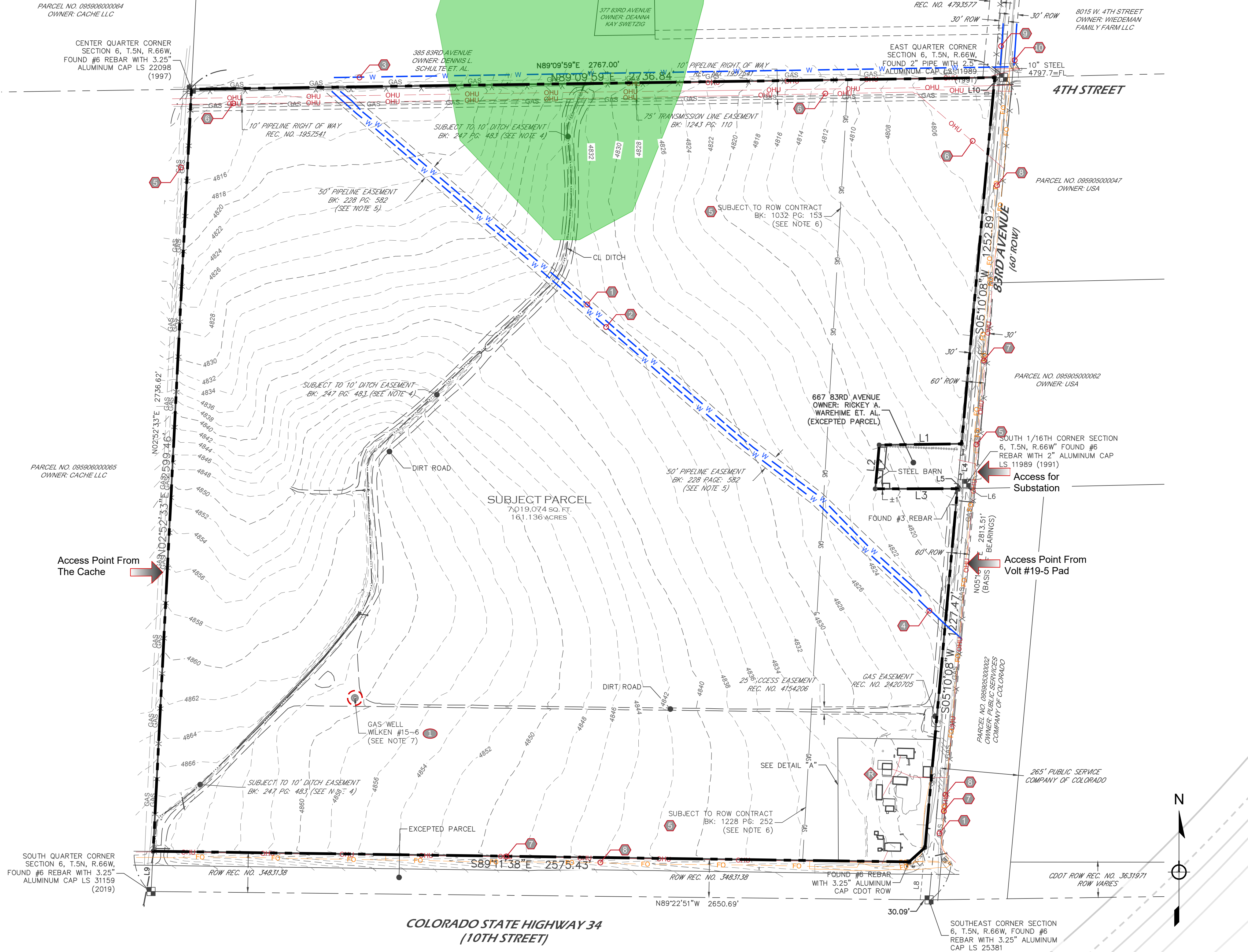
Legal Discription

SE1/4 of Section 6, Township 5, North, Range 66 West of the 6th P.M., Weld County, Colorado; EXCEPTING all that part of the N1/2 of the SE1/4 of Section 6, Township 5 North, Range 66 West of the 6th described as follows:

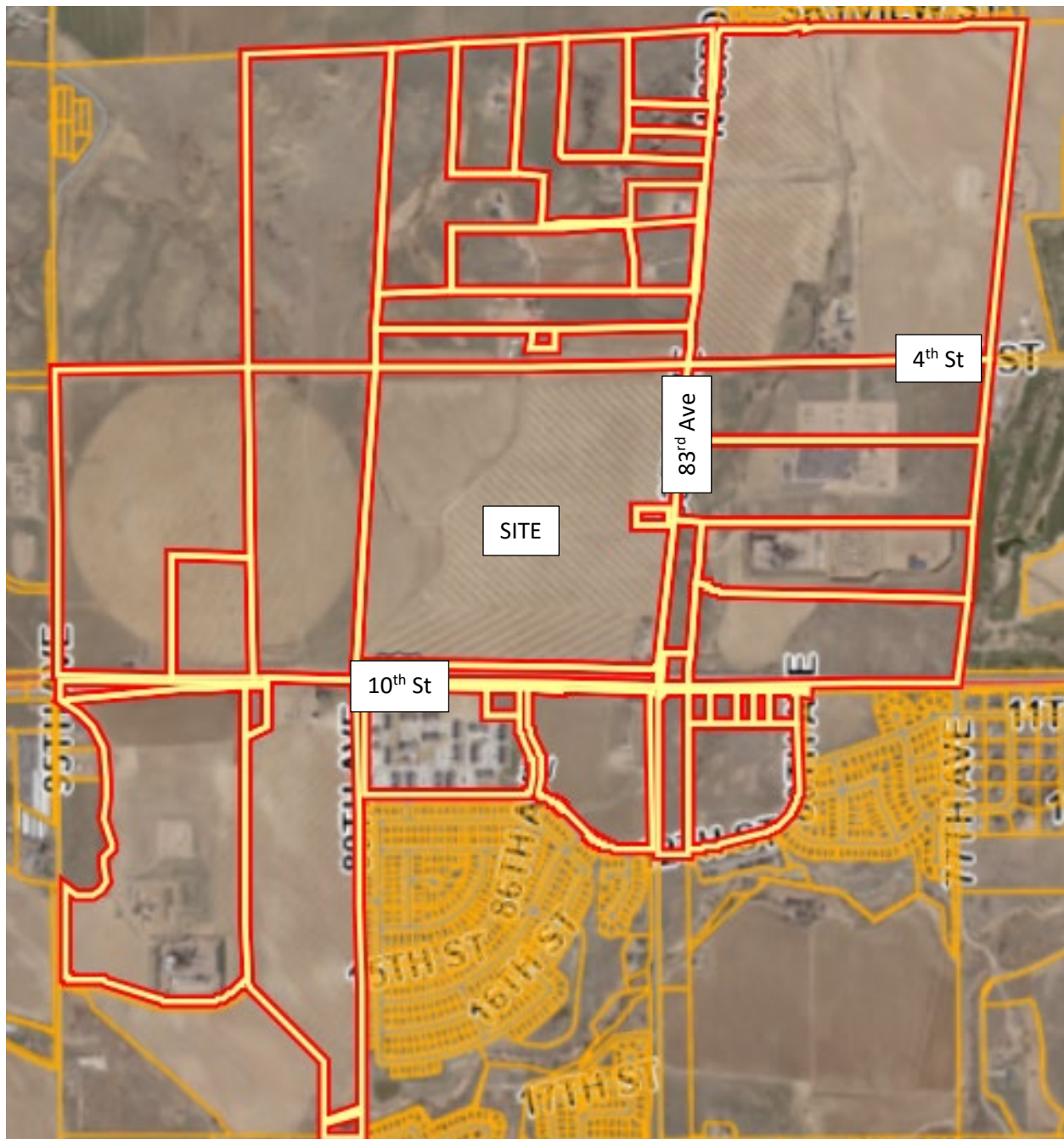
Beginning at a point on the South line of said N1/2 of the SE1/4 of Section 6, 26 feet West of the SE corner thereof; thence West along said South line of the N1/2 of the SE1/4 of Section 6, 280 feet; thence North parallel to East line of said N1/2 of the SE1/4, a distance of 150 feet; thence East parallel to the North line of said N1/2 of the SE1/4, 280 feet; thence South parallel to the East line of the N1/2 of the SE1/4 and 20 feet from the section line; thence 150 feet to the place of beginning, AND EXCEPTING all that part of the SE1/4 of Section 6, Township 5 North, Range 66 West of the 6th P.M., Weld County, Colorado conveyed to the Department of Transportation, State of Colorado, by Warranty deed dated June 12, 2007 and recorded June 13, 2007 at Reception No. 3483138, Weld County Records.

Said parcel contains 7,019,074 Square Feet or 161.136 Acres more or less by this survey.

LINE TABLE			LINE TABLE		
LINE	BEARING	LENGTH	LINE	BEARING	LENGTH
L1	N89°09'59"E	280.34'	L6	S05°10'08"W	18.03'
L2	N05°10'08"E	150.00'	L7	N47°59'14"E	73.35'
L3	S89°52'38"W	280.00'	L8	N05°10'08"E	178.89'
L4	S05°10'08"W	153.49'	L9	N02°52'33"E	137.16'
L5	S89°52'38"W	30.13'	L10	S89°09'59"W	30.17'



NEIGHBORHOOD NOTIFICATION MAP





Schneider Annexation ANX2022-0007

Planning Commission

July 25, 2023

Caleb Jackson, AICP | Interim Chief Planner

Request & Site Background

- Request:
 - Annex approximately 170.573 acres located at the northwest corner of 10th Street at 83rd Avenue
- Background:
 - Site zoned A – Agricultural in Weld County
 - 57.1% contiguity (16.67% req)
 - City Council resolution July 18, 2023
 - Site is within Long Range Expected Growth Area
 - Site is part of an enclave
 - Planned Unit Development is under staff review

Location

- NWC 10th St at 83rd Ave
- Surrounding Zoning and Land Uses:
 - North: A | Agriculture, single-family dwelling
 - East: A, R-L | Single-family dwelling, oil and gas extraction, electrical substation, electric transmission lines
 - South: C-H, R-H Undeveloped, multi-family dwellings
 - West: PUD | Farming



4th Street

Subject Site

83rd Avenue

10th Street

10th St

80th Ave

11th St

78th Ave

Considerations

Approval Criteria

- Annexation Review Criteria, 24-214.b.2

Five Criteria Used to Evaluate Annexation Applications

- The proposal is consistent with the criteria as outlined in your Summary

Notification

- 37 notice letters
- Signs posted on the property
- Web notice
- No objection/support

Recommendation

- Staff recommends approval

Motions

Recommended (Approval)

- Based on the application received and the preceding analysis, the Planning Commission finds that the proposed annexation does not meet the required Development Code criteria of Section 24-214.b.2.(a–e); and recommends denial of the Schneider Annexation (ANX2022-0007) to City Council.

Alternative (Denial)

- Based on the application received and the preceding analysis, the Planning Commission finds that the proposed annexation does not meet the required Development Code criteria of Section 24-214.b.2.(a–e); and recommends denial of the Schneider Annexation (ANX2022-0007) to City Council.

Review Criteria



Annexation Review Criteria, Section 24-214.b.2

a) **The proposed annexation is in conformance with the City's Comprehensive Plan.**

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

b) **The proposed annexation promotes geographical balance of the City's land use pattern.**

- *Annexing the subject property provides balance to the City by incorporating a site that borders existing city limits on the east, west, and south. Existing city limits also include property to the north of the subject site (Poudre Learning Center). Annexing the subject site would incorporate a portion of an existing enclave.*

Review Criteria



Annexation Review Criteria, Section 24-214.b.2

- | | |
|----|--|
| c) | Adequate services are, or will be, available to support the development expected to result from the proposed annexation, in accordance with Section 24-305. |
| | <ul style="list-style-type: none"><i>Adequate fire and police services are currently available to serve the site. Additional infrastructure would be required at the time of development to serve the site with appropriate sewer, water, stormwater, and transportation. Adequate parkland would be dedicated with residential development on the site.</i> |
| d) | The proposed annexation provides for a continual and rational boundary. |
| | <ul style="list-style-type: none"><i>The annexation exceeds the State's one-sixth contiguity requirements. This property's inclusion will also help provide a continual and rational boundary by including a portion of an enclave of unincorporated land that is within the City's Long Range Expected Growth Area.</i> |

Review Criteria



Annexation Review Criteria, Section 24-214.b.2

e) **The proposed annexation is needed to accommodate future land use requirements.**

- The subject site is needed to accommodate future growth of Greeley. The site is identified as part of a Mixed Use Neighborhood on the Land Use Guidance Map. Adjacent thoroughfares, 10th Street and 83rd Avenue, are identified as Multi-Modal Corridors and a Neighborhood Center is shown at the intersection on the Land Use Guidance Map. With these identified land uses, it is anticipated that the site will include a mix of uses needed to accommodate the community's growth.*



Council Agenda Summary

August 1, 2023

Key Staff Contact: Cole Gustafson, Source Water Supply Manager

Title:

Public hearing and second reading of an Ordinance of divestment of water rights from Delta Irrigation Co in exchange for water rights in the New Cache and Cache La Poudre Companies

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 use. 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 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

Additional Comments:	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.
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Legal Issues:

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 adopt the ordinance authorizing the divestment of water rights from the Delta Irrigation Company in exchange for water rights from the New Cache la Poudre Irrigation and Cache la Poudre Reservoir Companies.

Attachments:

1. Ord 31, 2023 - Divestment of Delta Water Rights
2. Exhibit A - 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 1st 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.

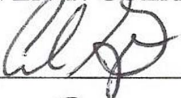
12.12 Calendar Days. In the event any time period set forth in this Agreement commences, expires or is determined from a date which falls on a Saturday, Sunday, legal holiday of the State of Colorado or other non-business day, the date of such commencement, performance, expiration or determination shall 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

August 1, 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
- Cashless transaction (value for equal value)
- No dry-up is being exchanged in the trade
 - No covenants to dry up land where water was used

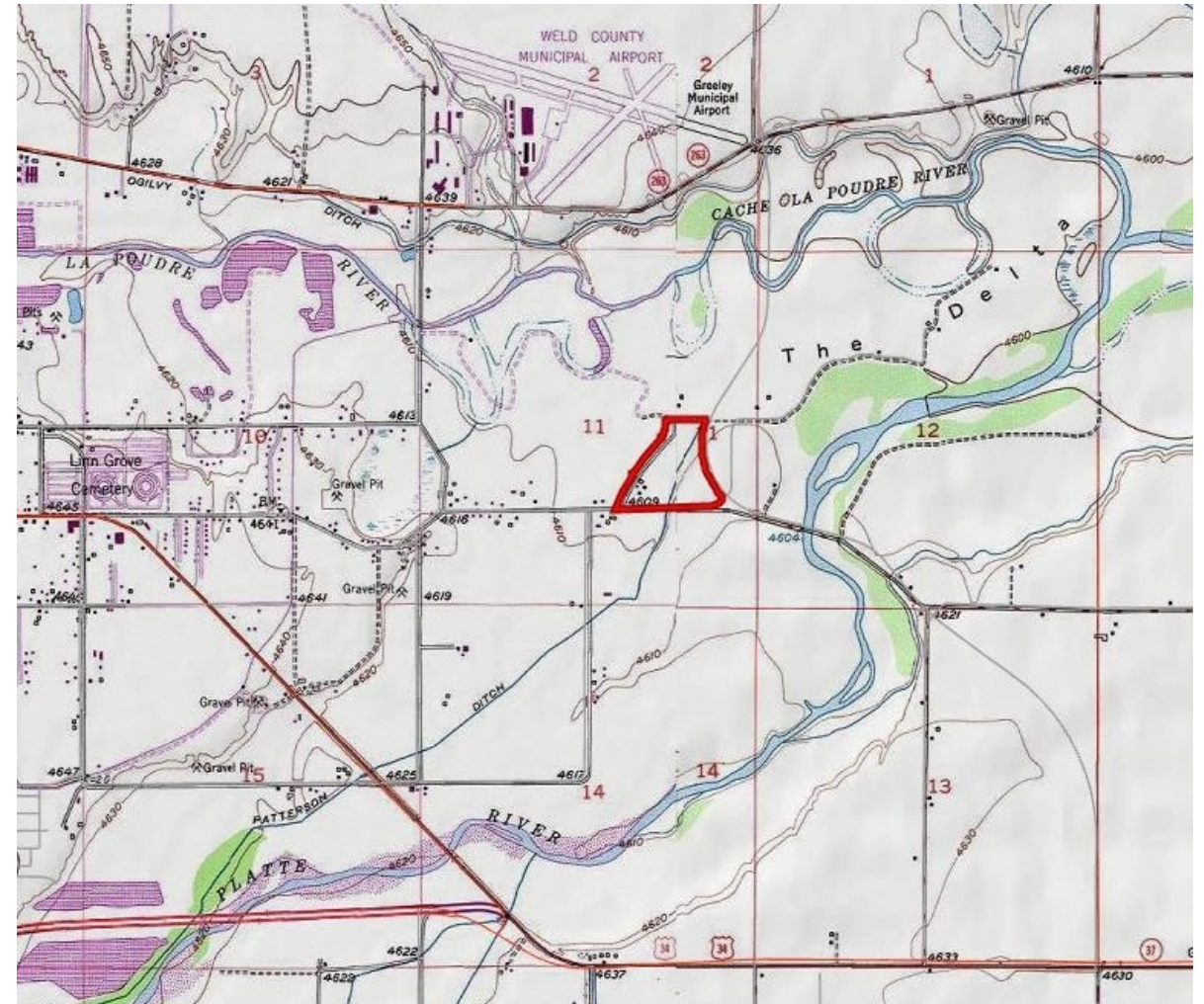


Transaction Background

Greeley acquired 3 shares of the Patterson Ditch with the Purchase of the Dill Farm in 1978

- Dill Farm was originally purchased for potential future wastewater use(s)
- It is unknown the last time the Patterson shares were used for Irrigation
- Patterson Rights have no other use in the Greeley municipal water system

Mr. Calven Goza owns land and water rights on the Patterson Ditch system and is looking to acquire additional Patterson shares



City Benefits of the Water Trade

- **City would be acquiring New Cache water shares in this trade at below market**
 - W&S has limited water acquisition budget
 - Transaction would acquire water of strategic value
- **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 city purpose for the Patterson ditch shares**
 - Trading an asset with no strategic or use value



Staff

Recommendation

Staff recommends a motion to adopt the ordinance as presented to authorize the divestment of 3 shares of The Delta Irrigation Company (The Patterson Ditch)

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

August 1, 2023

Key Staff Contact: Caleb Jackson, Planner III

Title:

Public hearing and second 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:

Consideration of this matter is a quasi-judicial process which includes the following public hearing steps:

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

Other issues and Considerations:

None

Strategic Focus Area:



Community Vitality

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 32, 2023 - Bestway Rezoning PUD
2. Exhibit A - Legal Description
3. Planning Commission Summary
4. Draft Planning Commission Minutes
5. Presentation - Staff
6. Presentation - Applicant

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.

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

VICINITY 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.

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.



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. 4287178, 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. 4287178, 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 65998 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

TLC	REZONING - REVISION #1	REZONING - REVISION #2	12/01/2022	05/05/2023	REV.	DATE	DESCRIPTION	BY
	2							

PROJECT NO:

18-600-416-00

DESIGNED BY:

TLC

DRAWN BY:

TLC

CHECKED BY:

KMG/BD8

DATE:

JUNE 07, 2023

SHEET TITLE

COVER SHEET

SHEET NO:

C1.01



BENCHMARK

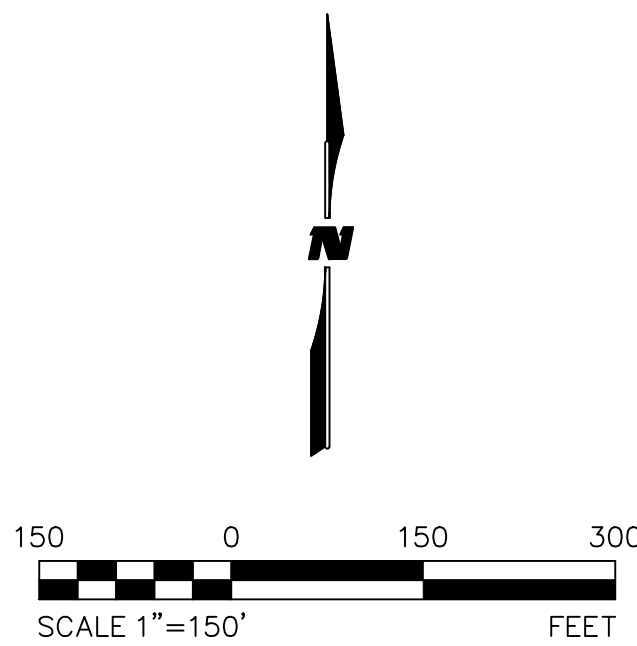
PROJECT BENCHMARK: CITY OF GREELEY CONTROL NETWORK B.M. #111" BRASS 3.25" DISK, LOCATED IN THE SOUTHEAST CORNER OF BITTERSWEET PARK NEAR THE INTERSECTION OF 16TH ST. AND 35TH AVE. ELEV=4791.105' (NAVD88).

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

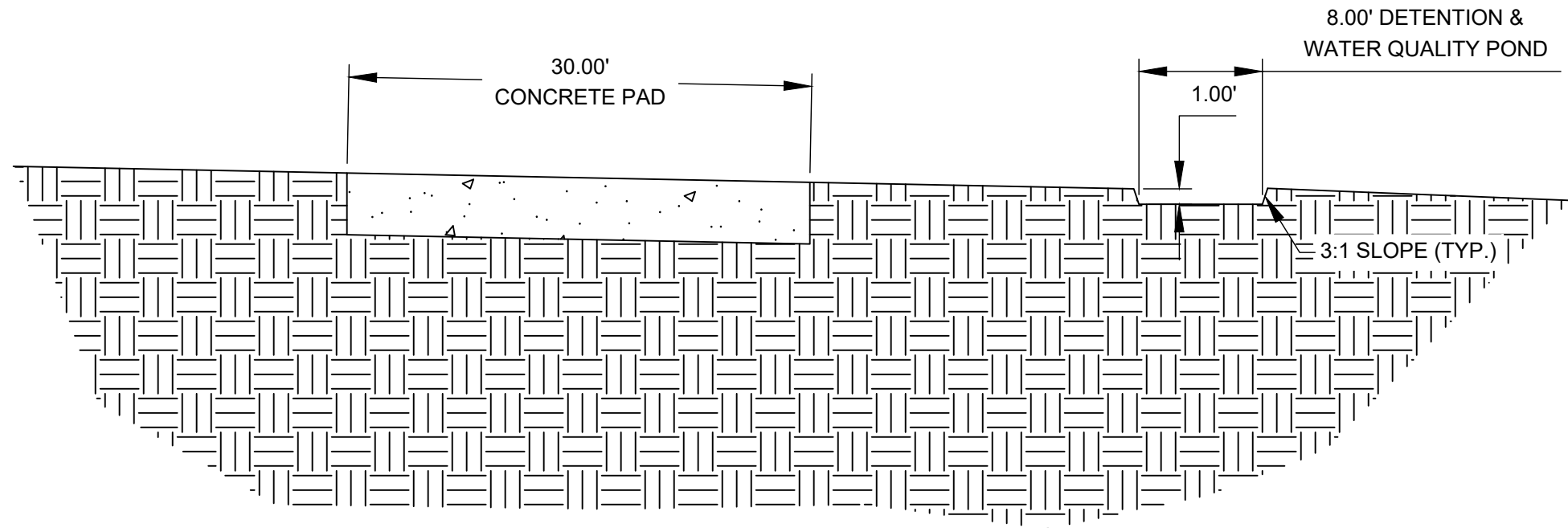
SITE B.M. NO.2 FOUND NO. 5 REBAR WITH PLASTIC CAP PLS ILLEGIBLE LOCATED ON THE SOUTHWEST LOT LINE OF OUTLOT C ELEVATION =4730.49

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.



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

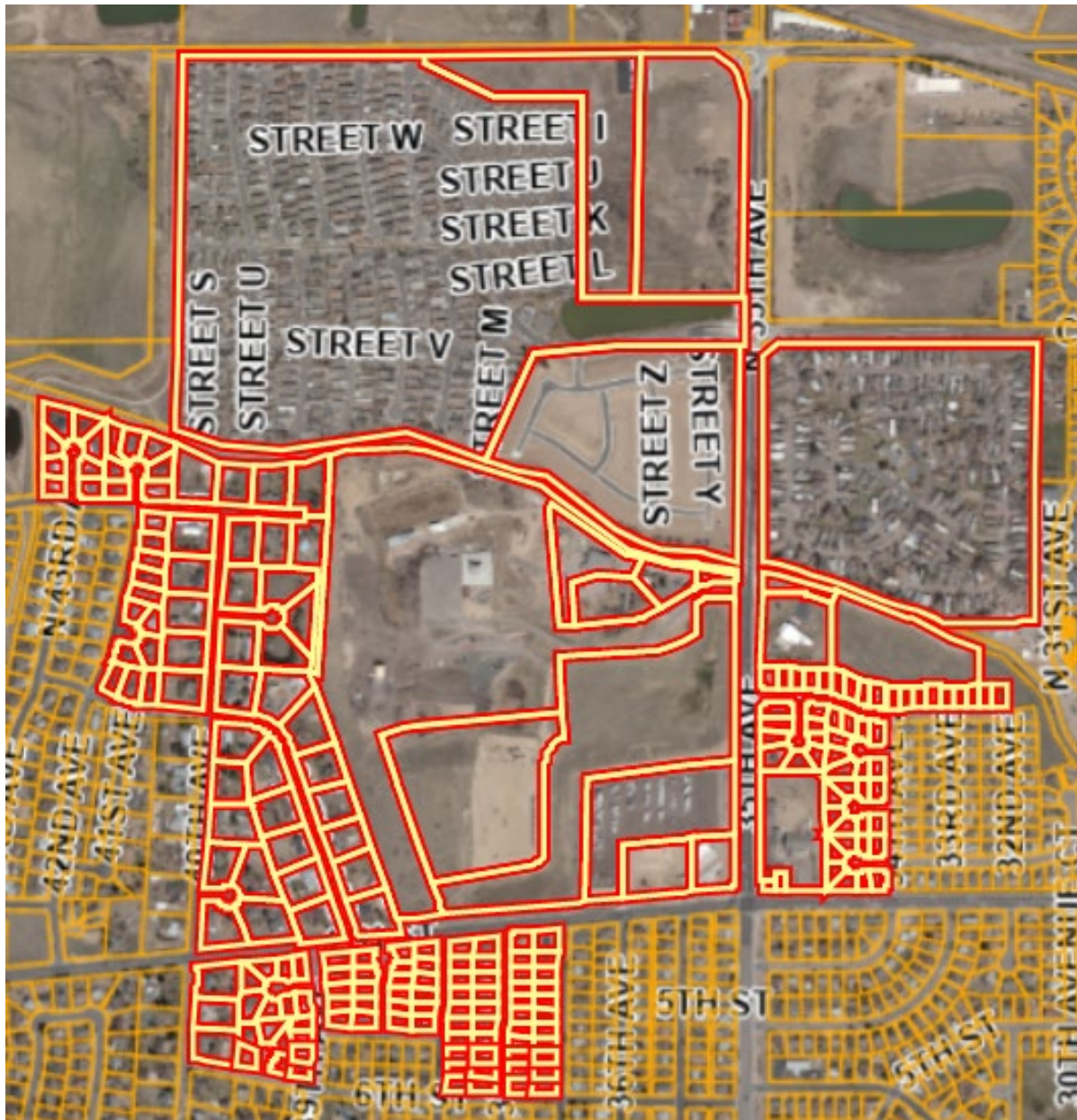
SHEET TITLE

MASTER DEVELOPMENT PLAN - GENERAL LAYOUT

SHEET NO:

C1.04

NEIGHBORHOOD NOTIFICATION BOUNDARY MAP





Bestway PUD PUD2023-0003

Planning Commission
July 11, 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) | <p>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.</p> <ul style="list-style-type: none">• <i>Land Use Guidance Map – Suburban Neighborhood.</i>• <i>Objective GC-1.2 Form of Growth</i>, compact urban form over sprawl or leap-frog development.• <i>Objective GC-4.3 Infill Compatibility</i>, compatible site design and building architecture.• <i>Objective PS-1.3 Steep Slopes</i>, slopes in excess of fifteen percent should not be developed. |
| 2) | <p>The proposal can fulfill the intent of the zoning district considering the relationship to surrounding areas.</p> <ul style="list-style-type: none">• <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> <ul style="list-style-type: none">(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. |
| | <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

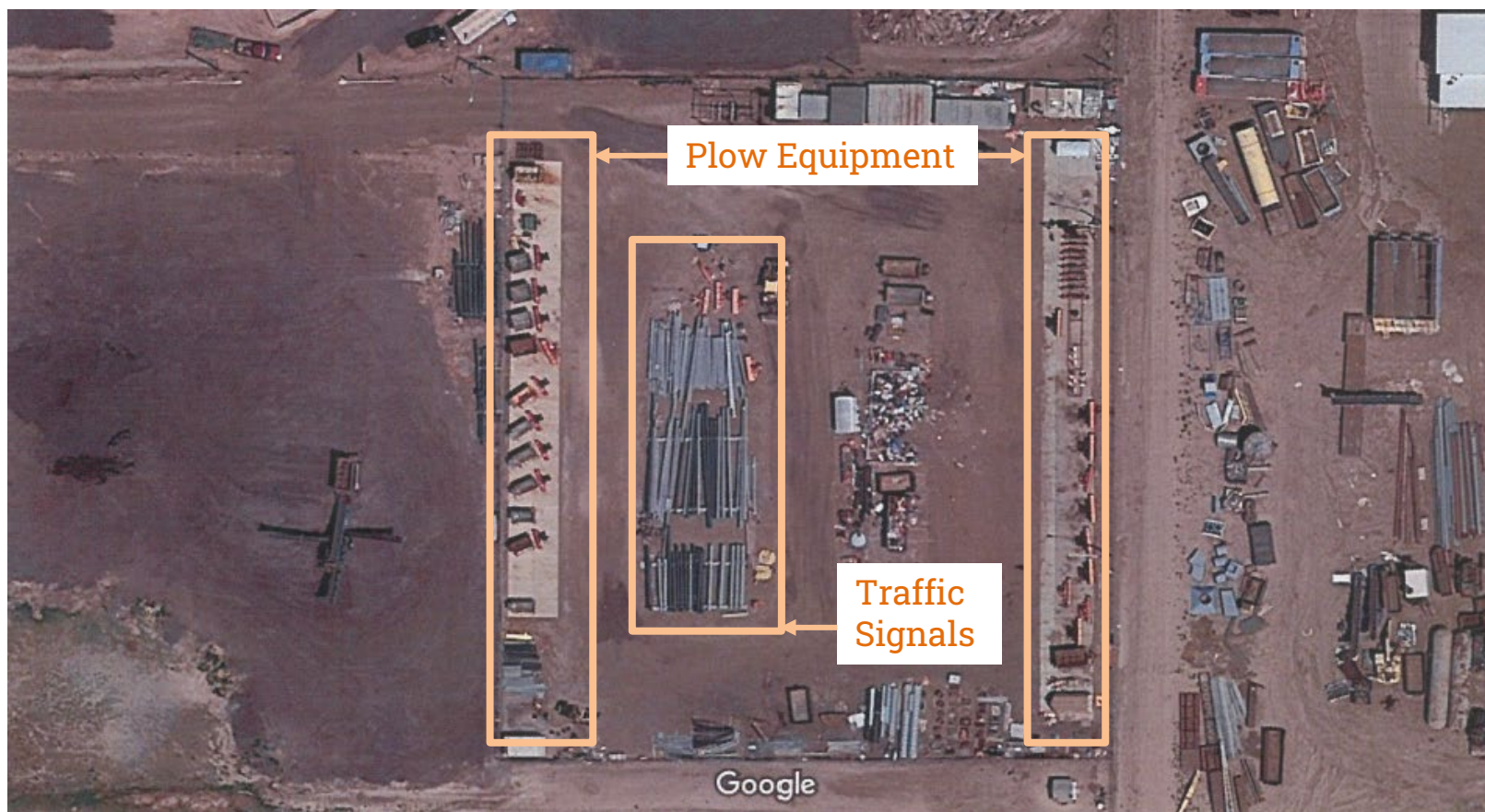


Planned Unit Development Review Criteria, Section 24-205(c)

- | | |
|----|---|
| 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. |
| | <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. |
| | <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



City of Greeley, Colorado
PLANNING COMMISSION PROCEEDINGS
July 11, 2023

1. Call to Order

Chair Yeater called the meeting to order at 1:15 PM.

2. Roll Call

The hearing clerk called the roll.

PRESENT

Chair Justin Yeater
Commissioner Louisa Andersen
Commissioner Briscoe
Commissioner Jeff Carlson
Commissioner Brian Franzen
Commissioner Larry Modlin

ABSENT

Commissioner Christian Schulte

3. Approval of Agenda

There were no corrections or additions to the agenda. The agenda was approved as presented.

4. Approval of June 27, 2023, Minutes

Commissioner Anderson moved to approve the minutes dated May 9, 2023, contingent upon the and update to the minutes for the vote for the annexation to be updated to 4-2. Commissioner Briscoe seconded the motion. Motion carried 6-0. (Commissioner Schulte absent)

5. A Public Hearing to consider a Planned Unit Development (PUD) request to 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). (Project: PUD: 2023-0003).

Chair Yeater recused himself from this Public Hearing item and turned the meeting over to Commissioner Briscoe in his place.

Commissioner Briscoe introduced the item as printed on the agenda. This was an expedited agenda item. Commissioner Briscoe asked if any of the commissioners wished to have a presentation from staff. Commissioner Andersen indicated that she had some questions and did not know that they required a presentation from staff. Caleb Jackson indicated that staff and the applicant were available to answer any questions for the commission.

Commissioner Andersen had a question regarding the height of a structure planned for the parcel, it would be 50 feet in height and the maximum is 40 feet and inquired if this would require another meeting for a variance down the road? Mr. Jackson responded explaining that the 50-foot height of the proposed structure would be covered by a Use by Right and not require a future variance.

Commissioner Andersen inquired if this was a standard thing with PUD approval, Mr. Jackson indicated that it is standard to accommodate these kinds of issues with a PUD. Commissioner Andersen asked if a building currently existed on the site and Mr. Jackson indicated that there is a current tower on the site and he would have to defer to the applicant regarding the height of the fire training tower that is currently on the site. Commissioner Andersen indicated that it was not a critical issue, she had no further questions but indicated that she had noticed the asphalt grindings previously stored at this site were gone.

Commissioner Franzen asked how material such as ice melt would be stored. Mr. Jackson indicated that the applicant would answer that question. The applicant, Will Jones of Greeley Colorado, came to the podium. He addressed the question regarding ice melt, indicating that there is a current building on the site that stores ice melt indoors. Commissioner Franzen asked if mag chloride would also be stored indoors as well, Mr. Jones replied, indicating that it would likely be stored in containers outside and there are not any current plans to build additional storage structures, including that the primary purpose is to store items such as snowplows and traffic signals.

With no further questions from the commission to staff or the applicant Commissioner Briscoe opened the public hearing at 1:22 p.m. Seeing none, Commissioner Briscoe closed the public hearing at 1:22 p.m.

Commissioner Briscoe turned the matter back to the commission for action. Commissioner Andersen moved to approve the motion: 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. Commissioner Franzen seconded the motion.

Commissioner Briscoe opened the item up for further discussion amongst the commission. Commissioner Franzen commented thanks to the city staff for finding reasonable compromise and a great use for the property. Discussion about the use for the property and the appreciation for the effort the City has put into getting this property cleaned up and getting a good use out of the property.

Motion carried, 5-0 (Commissioner Schulte Absent and Chair Yeater recused)

6. A Public Hearing to consider a Use by Special Review (USR) request to allow office, personal services, warehouse, and outdoor storage on approximately two acres of land zoned I-L (Industrial Low Intensity) located at the northwest corner of 31st Avenue at 29th Street. (Project: USR2023-0003).

Commissioner Briscoe turned the meeting back over the Chair Yeater.

Chair Yeater introduced the item as listed and asked the commission if any would like to see a presentation. This was an expedited agenda item. The commission did not request to hear a presentation. Chair Yeater continued with a question for staff and the applicant. He inquired about a fence is outlined in the detail of the landscape, but it is not identified on the plan and an area that looks to include turf on the North portion of the parcel. Mr. Jackson came to the podium and indicated that the applicant could answer if necessary but if he recalled correctly, a fence would be required around the outdoor storage area and would also be to meet the buffer and screening area. Chair Yeater invited the applicant to speak to the commission if they desired, they did not.

Chair Yeater opened the public hearing at 1:26 p.m. Seeing none he closed the public hearing at 1:26 p.m. and turned the item to the commission for action.

Chair Andersen motioned: based on the application received and the preceding analysis, the Planning Commission finds that the proposed Use by Special Review for office, personal services, warehouse, and outdoor storage on approximately two acres of land zoned I-L (Industrial Low Intensity) located at the northwest corner of 31st Avenue at 29th Street is consistent with the Development Code criteria of Section 24-206.b (Items 1-8) and therefore approves the Use by Special Review. Chair Briscoe seconded the motion. No further discussion was requested.

Motion carried, 6-0 (Commissioner Schulte, absent)

7. At Home in Greeley Housing Needs Assessment

Betsy Kellums, Planner, came to the podium and introduced the item. The city received a grant in 2022 to complete a housing needs assessment to create a neighborhood and sub-area plan to show how affordable housing could be integrated in a mixed use and catalytic area. The city consulted with a private consulting group, Development Strategies and they have been working with Culture Journey (a design firm). They have completed the first phase of the project, the Housing Needs Assessment and will present the plan in a future public hearing. Ms. Kellums introduced Andy Feaster and Richa Sing from Development Strategies to present the assessment to the commission.

8. Staff Report

9. Adjournment

With no further business before the Commission, Chair Yeater adjourned the meeting at 2:00 PM.

Justin Yeater, Chair

Don Threewitt, Interim Community Development Director



Bestway PUD PUD2023-0003

City Council
August 1, 2023
Caleb Jackson, AICP | Interim Chief Planner

Request & Site Background

- Request:
 - Rezone 40.67 acres 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

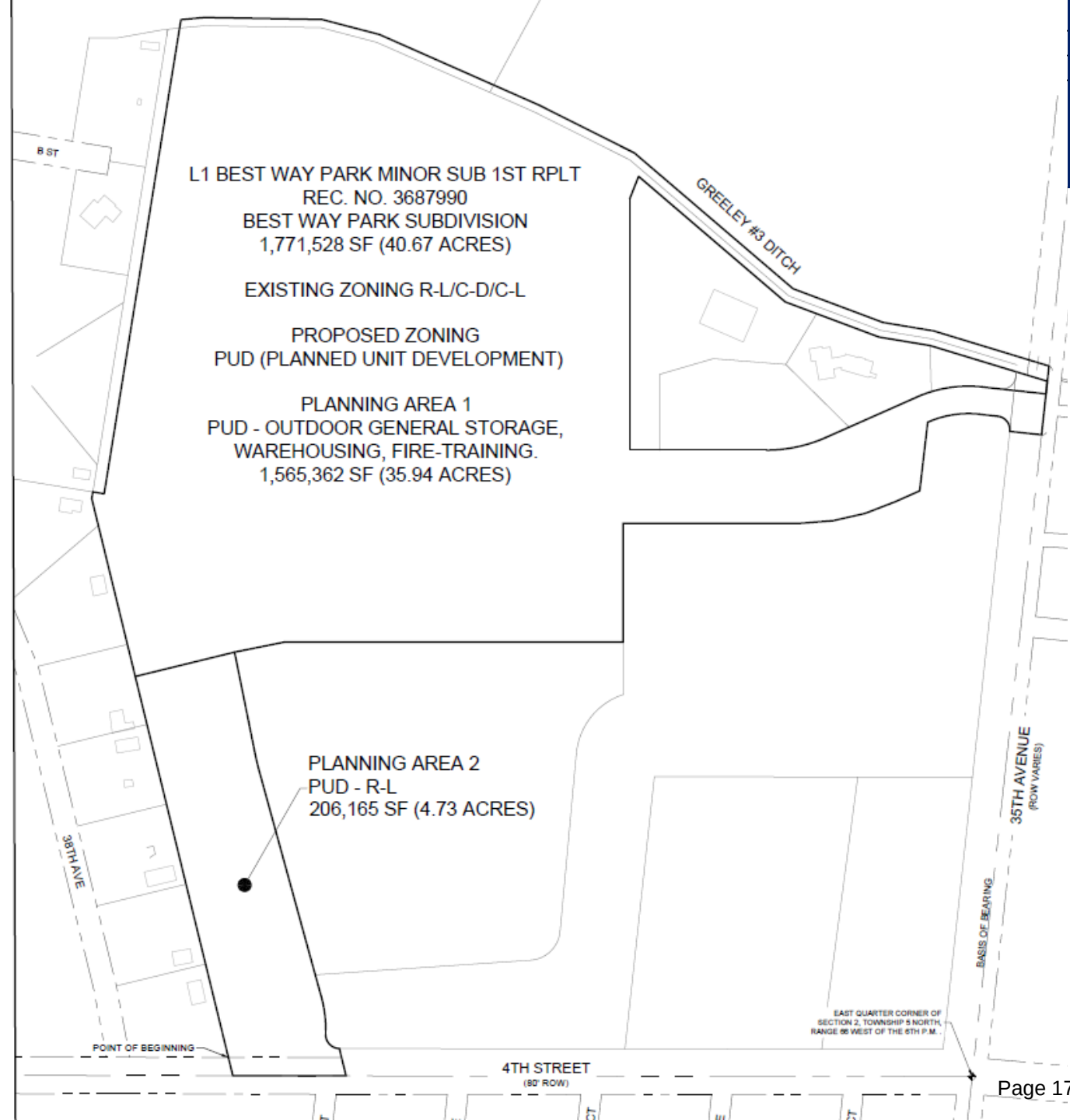
- 145 N 35th Avenue
- Surrounding Zoning and Land Uses:
 - North: R-MH, PUD
Mobile/Manufactured Home Park
 - East: R-M, C-L, I-M
Fire Station, Landscaping Contractor, Animal Hospital
 - South: R-L, R-M, C-D
Detention, Oil and Gas, Single-Family Dwellings
 - West: R-L, R-E
Single-Family Dwellings



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%



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

- Planning Commission recommended approval 7.11.2023 (5-0)

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) | <p>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.</p> |
| | <ul style="list-style-type: none"><i>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.</i> |
| 4) | <p>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.</p> |
| | <ul style="list-style-type: none"><i>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.</i> |

Review Criteria

Rezoning Review Criteria, Section 24-204(b)

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.
	<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)	The City or other agencies have the ability to provide services or facilities that may be necessary for anticipated uses in the proposed district.
	<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.**

- *Staff and Planning Commission recommend approval.*

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.*

Review Criteria

Planned Unit Development Review Criteria, Section 24-205(c)

- | | |
|----|--|
| 2) | <p>The benefits from any flexibility in the proposed plan:</p> <ul style="list-style-type: none">(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. |
| | <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. |
| | <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. |
| | <i>• The request complies with Section 24-204, Review Criteria for Rezoning as detailed above.</i> |

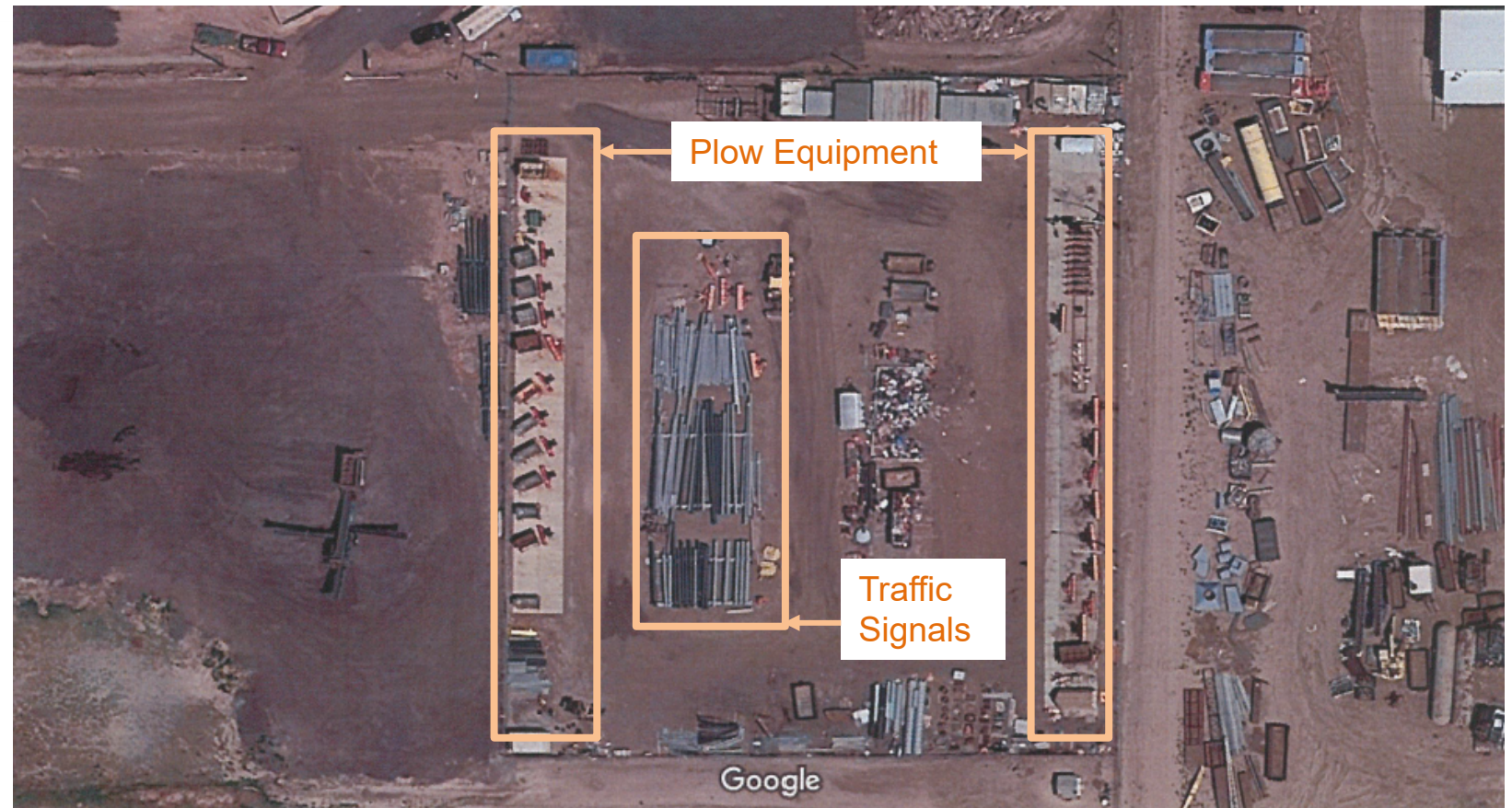
Bestway PUD

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 HL STANDARDS
BUILDING COVERAGE	PER HL STANDARDS
DRIVE, PARKING, AND WALKS	PER HL STANDARDS
OPEN SPACE	10% MIN
MAXIMUM LOT COVERAGE	PER HL STANDARDS
PARKING	PER HL STANDARDS
MINIMUM SETBACKS	PER HL STANDARDS
ACCESSORY STRUCTURE SETBACKS	PER HL STANDARDS
ENCROACHMENTS	PER DEVELOPMENT CODE STANDARDS
BUILDING HEIGHT	50' MAX
SIGN STANDARDS	PER HL 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

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

August 1, 2023

Key Staff Contact: Robert Miller, Treasurer and Interim Budget Manager, Tammy Hitchens, Interim Finance Director, Paul Trombino, Public Works Director, Brian McBroom, Community Development Director

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 (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?	\$1,772,000
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

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:



Housing For All



Infrastructure and Mobility

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 23, 2023 - Appropriation #3
2. 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)	531,000	-	531,000
Total Expenditures by Fund	1,771,000	-	1,771,000

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 1st DAY OF AUGUST, 2023.

ATTEST
COLORADO

THE CITY OF GREELEY,

By: City Clerk

By: Mayor

2023 3rd Supplemental Appropriation Request

City Council Meeting
August 1, 2023



Hope Springs Appropriation



- Request to appropriate \$990,000 DOLA grant
 - \$140,000 Existing Appropriation for City Grant Cash Match
 - \$166,000 Habitat Match
- \$1,296,000 Total Project Cost
- Work projected to start August 2023

Public Works 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



Thank you





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

August 21, 2023 - August 27, 2023

August 2023						
Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

September 2023						
Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

Monday, August 21

Tuesday, August 22

 **6:00pm - City Council Work Session Meeting** (R_CCS_Council Chambers - WiFi Ready) - Council Master Calendar 



Wednesday, August 23

Thursday, August 24

Friday, August 25

Saturday, August 26

Sunday, August 27

City Council Meeting Scheduling 2023			
	7/25/2023		
	This schedule is subject to change		
Date/Type	Description	Sponsor	Placement/Time
August 1, 2023 Council Meeting	Introduction for Assistant to the City Manager Blair Snow	Mayor	Intro
	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 - Fire Rank Title Changes	Heidi Leatherwood	Consent
	Intro & 1st Rdg Ord - Ballot Item - Collective Bargaining for Sergeants	Noel Mink	Consent
	Intro &1st Rdg Ord - Building Code Amendments Electrical Code	Ken Haring	Consent
	Intro & 1st Rdg Ord- Building Code Amendments Mechanical	Ken Haring	Consent
	Intro & 1st Rdg Ord - Schneider Annexation	Caleb Jackson	Consent
	Resolution - IGA w/Weld County re Coordinated Election	Heidi Leatherwood	Consent
	Resolution - Acceptance of 2023 Art Master Plan	John Dargle	Consent
	Resolution - Approving Change Order for ERP Supplemental Services	Brett Naber	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
	Planning and Zoning Notifications to Residents	Don Threewitt	
	MERGE Project Update - MPDG Grant Application Proposal	Paul Trombino	
	Performance and Analytics Overview	Kim Priddy	
	Overview of Translation Service Costs	Winna/Heidi	
	Minutes Approval (7/25/23 Work session; 8/1/23 Council meeting)	Heidi Leatherwood	Consent
	Intro & 1st Rdg Ord- Amendment to GMC re Shared Micromobility	Paul Trombino	Consent
	Resolution- Wake Annexation	Doug May	Consent
	Consideration of Resolution of Support for the MERGE Project and Grant Application	Paul Trombino	Consent
	PH & 2nd Rdg Ord - Ballot Item - Fire Rank Title Changes	Heidi Leatherwood	Regular
	PH & 2nd Rdg Ord - Ballot Item - Collective Bargaining for Sergeants	Noel Mink	Regular
	PH & 2nd Rdg - Building Code Amendments Mechanical	Ken Haring	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

City Council Meeting Scheduling 2023			
	7/25/2023		
	This schedule is subject to change		
Date/Type	Description	Sponsor	Placement/Time
August 22, 2023 Council Work Session	Private Activity Bond Allocation	Tammy Hitchens	Regular
	Boards & Commissions Appointments	Heidi Leatherwood	Regular
	At Home in Greeley Subarea Plan	Betsy Kellums	
	2037 Vision Priority Development Standards - Landscape Maintenance	Eric Bloomer	
	Water & Sewer Customer Service	Sean Chambers	
	Larimer County Humane Society Update	Kelli Johnson/ Adam Turk	

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



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.