

Greeley City Council Agenda

Work Session
Tuesday, January 9, 2024 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/82235659594>

NOTICE:

City Council Work Sessions are held on the 2nd and 4th 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 view Council work sessions in person or remotely. **Work sessions do not include public input in any format. Public comment is only permitted at regular Council meetings on the 1st and 3rd Tuesdays of each month.**

Watch Meetings:



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



Meetings are livestreamed on YouTube at [youtube.com/CityofGreeley](https://www.youtube.com/CityofGreeley) as well as over the Zoom webinar. Public participation in the Zoom webinar only allows viewing the meeting.

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/>



Mayor

John Gates

Councilmembers

Tommy Butler - Ward I

Deb DeBoutez - Ward II

Johnny Olson - Ward III

Dale Hall - Ward IV

Brett Payton - At-Large

Melissa McDonald - At-Large



City Council Work Session Agenda

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1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Reports from Mayor and Councilmembers
5. Weld RE-5J School District Intergovernmental Agreement
6. 16th Street Enhancement Project Update - Business Assistance
7. Scheduling of Meetings, Other Events
8. Adjournment



Work Session Agenda Summary

Title:

Reports from Mayor and Councilmembers

Background:

2024 Committee Assignment List

Board/Committee	Meeting Day/Time	Assignment
Airport Authority	3 rd Thu, 3:30 p.m.	Payton/Gates
Board/Commission Interviews (Team of 2)	monthly as needed	Council Rotation
CML Executive Board Opportunity	as needed	Hall
CML Other Opportunities	as available/desired	
CML Policy Committee (Council or Staff)	as needed	Hall/Lee; Gates alternate
Downtown Development Authority	3 rd Thu, 7:30 a.m.	Butler/DeBoutez
Employee Health Board	as needed	DeBoutez
Highway 34 Coalition	as needed	Olson
Highway 85 Coalition	as needed	Gates
Historic Preservation Loan Committee	as needed	DeBoutez
Interstate 25 Coalition	as needed	Olson
Island Grove Advisory Board	1 st Thu, 3:30 p.m.	Butler
National League of Cities Transportation and Infrastructure Services Committee	as needed	Olson
Police Pension Board	quarterly	McDonald
Poudre River Trail	1 st Thu, 7 am	Hall
Regional Opioid Council	as needed	Gates
Transportation/Air Quality MPO	1 st Thu, 6 p.m.	Olson/Payton
Upstate Colorado Economic Development	last Wed, 7 a.m.	Gates
Water & Sewer Board	3 rd Wed, 2 p.m.	Gates
Weld Project Connect Committee (United Way)	as needed	Olson
Youth Commission Liaison	4 th Mon, 6 p.m.	McDonald



Work Session Agenda Summary

January 9, 2024

Key Staff Contact: Brian McBroom, Community Development Director, Caleb Jackson, Interim Chief Planner

Title:

Weld RE-5J School District Intergovernmental Agreement

Background:

The City of Greeley is served by four school districts. In 2020, the City of Greeley entered into intergovernmental agreements with three school districts (Greeley-Evans, Windsor-Severance, Eaton) to require residential developers to dedicate land within their project area for school sites or pay cash-in-lieu of land dedication to help purchase land for schools in the vicinity.

In 2022, the Johnstown-Milliken School District completed an updated assessment of land dedication and cash-in-lieu needs and instructed their staff to initiate intergovernmental agreements with municipalities. Greeley is beginning to approve zoning for residential development within the Johnstown-Milliken School District. Almost seven square miles of the Johnstown-Milliken School District is located within Greeley's Long Range Expected Growth Area, and around half of that area is already annexed into southwestern Greeley. By adopting an intergovernmental agreement, residential developers within the Johnstown-Milliken School District would be required to set aside land for schools and/or remit cash to the district to purchase school sites to serve future residential development.

Staff would like to understand if City Council would like to pursue an intergovernmental agreement with the Johnstown-Milliken School District. If so, staff needs to know if City Council desires an executive session to instruct staff regarding the agreement.

Strategic Focus Area:



Community Vitality

Attachments:

1. Johnstown-Milliken Land Dedication Fee-in-Lieu Analysis
2. Johnstown-Milliken School District Methodology
3. Johnstown-Milliken School District Planning Standards
4. Greeley-Evans School District IGA
5. Eaton School District IGA
6. Windsor-Severance School District IGA
7. 5- Staff Presentation Weld RE-5J School District IGA

Land Dedication Fee-in-Lieu Analysis – Weld Re-5J School District

Western Demographics, Inc. - 9/9/22

Introduction – This report updates the land dedication requirements for Weld Re-5J School District using the same formula that the district has historically used. This formula is commonly used in other rapidly-developing school districts. New values have been used for developed land value based on current samples of recent land sales and current infrastructure costs needed to construct new schools. The updated values propose a fee of **\$2,633.19**. This report identifies specific variables used in the fee calculations and illustrates the updated calculations as proposed by Western Demographics Inc. (Western), an acknowledged expert on the topic in the State of Colorado.

History – The majority of Front Range school districts have had land dedication or fee-in-lieu of land dedication systems for decades. These systems have been adopted by many City and County Jurisdictions and are intended to collect land for school sites or fees to facilitate the purchase of school sites and the provision of other capital needs. Two Colorado school districts (SD27 and Douglas County), have voluntary capital cost recovery fees, which also collect revenue for actual school construction in addition to funds for land acquisition. Given the smaller size of most land developments along the Front Range, the majority of Front Range school districts collect fee-in-lieu instead of receiving school land. This revenue is consolidated so that appropriate sites may be purchased in the best locations to serve student growth needs.

Figure 1 - Sample List of Front Range Districts Collecting Fee-In-Lieu

- Adams 12 (Thornton)
- Aurora Public Schools
 - Boulder Valley
 - Cherry Creek
- Colorado Springs District 11
 - Douglas County
- Poudre School District
- St. Vrain (Longmont)
 - Thompson Valley
- SD27J (Brighton, Thornton)

Figure 2 - Single Family Detached and Single Family Attached Units Under Construction



Current and Proposed Developments in Weld RE-5J – There is a significant amount of active and proposed new development in the Weld RE-5J area during the coming decades. The following table displays new developments slated for Johnstown and Milliken during the next 20 years.

Figure 3
Weld RE-5J Land Developments - DRAFT - 9/8/22

<u>Johnstown</u>	<u>Density</u>	<u>Count</u>	
Mallard Ridge	Detached	263	
Mallard Ridge	Townhome	138	
Mallard Ridge	Apartment	208	
Johnstown Farms	Detached	241	
Great Plains Village (Granary)	Detached	1039	
Great Plains Village (Granary)	Townhome	1115	
Keto / Maplewood Estates	Detached	<u>960</u>	
Subtotal		3964	
<u>Milliken</u>	<u>Density</u>	<u>Count</u>	<u>Acres</u>
Brookstone	Townhome	64	
Lot Holdings - Sunfield (IV)	Detached	86	150
Lot Holdings - Pheasant Hills (VI, VII)	Detached	?	257
Lot Holdings - Prairie Sky (VIII)	Detached	625	360
Lot Holdings - Trapper's Village (IX)	Detached	?	38
Lot Holdings - Golf Course (X)	Detached	?	624
Subtotal		775	

Western Demographics Methodology – Western’s formula uses developed land cost which is more consistent with school district needs. Many districts spend millions of dollars to extend roads, water and sewer lines to sites that are not proximate to municipal infrastructure. The cost per acre to convert raw land into developed sites viable for an institutional building adds to the cost of an acre of school land. The majority of front range districts use developed land cost. Western has estimated a cost of **\$126,804** per acre to provide street frontage, water, sewer, storm sewer, electric, gas and telephone / broadband to a site. These cost figures are considered conservative given the recent escalation in the cost of construction which continues to make developing school sites an expensive proposition.

Basics of the Existing Formula – The calculation for school site acreage and cost is relatively simple and includes the following: 1) A land value is collected from comparable sales or appraisal method to establish cost per acre for potential sites; 2) The desired school site size is established to determine the acreage needed; 3) The desired school enrollments are added to establish the number of students that will be housed in a school; and 4) The student yield or average number of students from housing completes the formula.

The following diagram illustrates the variables and how the various units cancel out as the formula is completed and cost per housing unit is established. Residential densities are differentiated based upon the acreages assessed for single family homes, townhomes, apartments and mobile homes.

Figure 4 – Simplified School Site Acreage / Fee Formula



School Size and Student Yield Variables – The school enrollment and preferred site size metrics for Weld RE-5J that have been historically used continue in use in this fee calculation. Student yield statistics have been collected from sampling of existing developments. Mobile home developments are typically the leading producer of students in most Weld County school districts and that trend exists in Weld RE-5J with almost one student produced by each mobile home. There have been very few new mobile home park developments in the past decade.

Figure 5 – School Size Metrics

School Level	Elementary School	Middle School	High School
Desired School Enrollment	640	930	975
Necessary Acreage	10	23	40

Student Yield Per Dwelling Unit	Elementary School	Middle School	High School	Total
Single Family Detached	0.301	0.148	0.17	0.619
Single Family Attached	0.106	0.053	0.071	0.23
Mobile Home	0.469	0.224	0.306	0.999
Apartment	0.187	0.091	0.123	0.401

Fee-in-Lieu of Land Dedication Calculation – Raw Land - The fee-in-lieu element of the calculation converts the acreage needed per housing unit into a cost per acre of developed land that would support a school. The land sales used for comparable sales were conveyed during the past six years. Given the 9 comparable sites available, an average cost of \$44,559 was obtained. Older sales were inflated to current value at an expected appreciation of five percent per year consistent with land value cost escalation in Colorado and specifically in the Weld County area. Figure 6 illustrates the comparable sales and the calculation of the average raw land cost.

Figure 6
Weld RE-5J - Raw Land Comps - 8-30-22

PARCEL	ACCTTYPE	SALEPRICE	SALEDATE	GIS_Acres	Price_Per_Acre	Prior_Years	Formula_5%	Inflated_Price
95717300025	Agricultural	\$ 650,000.00	1/31/22 0:00	35.6	\$ 18,253.00	0	1	\$ 650,000.00
95717300026	Agricultural	\$ 600,000.00	11/10/21 0:00	35.1	\$ 17,102.00	1	1.05	\$ 630,000.00
95717300027	Agricultural	\$ 650,000.00	10/27/21 0:00	35.5	\$ 18,330.00	1	1.05	\$ 682,500.00
95718400053	Agricultural	\$ 375,000.00	4/14/17 0:00	32.7	\$ 11,482.00	5	1.25	\$ 468,750.00
105718000039	Commercial	\$ 1,000,000.00	6/15/22 0:00	17.2	\$ 58,288.00	0	1	\$ 1,000,000.00
105903000028	Agricultural	\$ 1,164,200.00	6/27/19 0:00	17.1	\$ 68,237.00	3	1.15	\$ 1,338,830.00
105905400014	Agricultural	\$ 2,500,000.00	2/22/22 0:00	40.9	\$ 61,077.00	0	1	\$ 2,500,000.00
105906300040	Agricultural	\$ 3,030,000.00	2/15/19 0:00	33.0	\$ 91,738.00	3	1.15	\$ 3,484,500.00
105912001001	Vacant Land	\$ 950,000.00	5/1/17 0:00	21.0	\$ 45,211.00	5	1.25	\$ 1,187,500.00
	Total	\$ 10,919,200.00	Total	268.0	\$ 40,742.43	Average	Total	\$ 11,942,080.00
	Raw Land		Inflated Average Per Acre		\$ 44,559.07			

Developed Land Cost – \$126,804 / Acre - Details – Developed land costs were calculated using the average costs from RLH Engineering based on current construction projects. Cost data were extracted from RS Means cost estimation manuals for institutional construction and compared to recent local school construction projects including Tointon K-8 Academy (Greeley), Roosevelt High School (Johnstown) and ElWell Elementary School (Johnstown). RS Means is the primary cost estimation source used in litigation for change orders and contract disputes in the construction industry. RLH Engineering (a regional authority on Colorado institutional construction costs) collected this data and provided it to Western. Linear footage-based costs in four major categories were converted into the \$126,804 per acre figure.

Figure 7 – Developed Land Data – RLH Engineering - 2022

Utility Service Provider	LF Unit Price from RS Means inflated to 2022 using ENR Inflation Factors	Elementary School (10 Acres)				Middle School / PK8 (25 Acres)				High School (50 Acres)			
		.5 mile service	Road / utilities to 2 side of 10 acre site	Total LF of Infrastructure	Cost for Infrastructure	.5 mile service	Road / utilities to 3 side of 25 acre site	Total LF of Infrastructure	Cost for Infrastructure	.5 mile service	Road / utilities to 4 side of 50 acre site	Total LF of Infrastructure	Cost for Infrastructure
Electrical	\$ 15.00	2,140	1,320	3,460	\$ 51,900	2,140	3,132	5,272	\$ 79,080	2,140	5,904	8,044	\$ 120,660
Gas	\$ 20.00	2,140	1,320	3,460	\$ 69,200	2,140	3,132	5,272	\$ 105,440	2,140	5,904	8,044	\$ 160,880
Telephone / Data	\$ 10.00	2,140	1,320	3,460	\$ 34,600	2,140	3,132	5,272	\$ 52,720	2,140	5,904	8,044	\$ 80,440
Water	\$ 45.00	2,140	1,320	3,460	\$ 155,700	2,140	3,132	5,272	\$ 237,240	2,140	5,904	8,044	\$ 361,980
Sewer	\$ 40.00	2,140	1,320	3,460	\$ 138,400	2,140	3,132	5,272	\$ 210,880	2,140	5,904	8,044	\$ 321,760
Stormwater	\$ 50.00	2,140	1,320	3,460	\$ 173,000	2,140	3,132	5,272	\$ 263,600	2,140	5,904	8,044	\$ 402,200
Roads	\$ 350.00	2,140	1,320	3,460	\$ 1,211,000	2,140	3,132	5,272	\$ 1,845,200	2,140	5,904	8,044	\$ 2,815,400
Cost per LF for infrastructure	\$ 530.00	2,140	1,320	3,460	\$ 1,833,800	2,140	3,132	5,272	\$ 2,794,160	2,140	5,904	8,044	\$ 4,263,320
Average Cost/Acre for \$ 126,804		Cost per Acre \$ 183,380				Cost per Acre \$ 111,766				Cost per Acre \$ 85,266			

Fee-in-Lieu of Land Dedication Calculation – The fee-in-lieu calculation for Weld Re-4 School District is shown in the following table.

Figure 8 – LPSD Fee-in-Lieu of Land Development Fee Basis

Johnstown-Milliken RE5J School District - Initial Land Dedication Fee-In Lieu Calculations - DRAFT Western Demographics, Inc. - 9/9/19 - Scenario #1				
Cost Element	Elementary School	Middle School	High School	Totals
A1 - Students per School - (SFD)	640	930	975	
A2 - Johnstown-Milliken RE5J SD Student Yield Per SFD Dwelling Unit	0.301	0.148	0.170	0.619
A3 - Site Acreage by Level	10.0	23.0	40.0	
A4 - Developed Land Cost	\$171,681	\$171,681	\$171,681	
A5 - Cost Per Unit by Level - SFD	\$ 807.44	\$ 628.39	\$ 1,197.37	\$ 2,633.19
B2 - Johnstown-Milliken RE5J SD Student Yield Per Single Family Attached Dwelling Unit	0.106	0.053	0.071	0.230
B5 - Cost Per Unit by Level - SFA	\$ 284.35	\$ 225.03	\$ 500.08	\$ 1,009.45
F2 - Johnstown-Milliken RE5J SD Student Yield Per Mobile Home Dwelling Unit	0.469	0.224	0.306	0.999
F5 - Cost Per Unit by Level - MANUF HM	\$ 1,258.10	\$ 951.08	\$ 2,155.26	\$ 4,364.43
G2 - Johnstown-Milliken RE5J SD Student Yield Per Apartment Unit	0.187	0.091	0.123	0.401
G5 - Cost Per Unit by Level - APT	\$ 501.63	\$ 386.37	\$ 866.33	\$ 1,754.33
Raw Land Cost / Acre Based on 10 Recent Sales - With Annual Inflation				\$44,877
Infrastructure Cost / Acre - Categories and Average				
Electrical				
Gas				
Telephone / Data	Costs Based on Samples			Samples
Water	Average Cost Per Acre - Elementary		\$183,380	EIWell ES
Sewer	Average Cost Per Acre - Middle		\$111,766	Tointon K-8
Stormwater	Average Cost Per Acre - High School		\$85,266	Roosevelt HS
Roads				
		Average Cost - Basic Infrastructure		\$ 126,804
Developed Land Cost Including Basic Infrastructure				\$171,681

Land Dedication Acreage Calculation ---- The methodology to obtain the land dedication acreage (as opposed to the fee) is illustrated in the following table.

Figure 9 – Land Dedication Acreage

Weld RE-5J School District - Land Dedication Acreage Calculations Western Demographics, Inc. - 9/8/22 - Scenario #1				
Calculation Element	Elementary School	Middle School	High School	Totals
A1 - Students per School - (SFD)	640	930	975	
A2 - Weld RE-5J SD Student Yield Per SFD Dwelling Unit	0.30	0.15	0.17	0.6190
A3 - Site Acreage by Level	10.0	23.0	40.0	
A6 - Acreage Per Unit by Level - SFD	0.0047	0.0037	0.0070	0.0153
B2 - Weld RE-5J SD Student Yield Per CD/TH/Duplex Dwelling Unit	0.11	0.05	0.07	0.2300
B6 - Acreage Per Unit by Level - CD/TH/Duplex	0.0017	0.0013	0.0029	0.0059
F2 - Weld RE-5J SD Student Yield Per Manufactured Home Dwelling Unit	0.47	0.22	0.31	0.9990
F6 - Acreage Per Unit by Level - MANUF HM	0.0073	0.0055	0.0126	0.0254
G2 - Weld RE-5J SD Student Yield Per Apartment Unit	0.19	0.09	0.12	0.4010
G6 - Acreage Per Unit by Level - APT	0.0029	0.0023	0.0050	0.0102

Adjacent Districts – The other Weld County school districts close to RE-5J are collecting fees that are close to the \$2,633.19 fee proposed for single family homes.

Figure 10

District	SFD Fee
Weld RE-2 (Eaton)	\$ 2,253
Weld RE-3J (Keenesburg / Lochbuie / Hudson)	\$ 2,235
Weld RE-4 (Windsor / Severance)	\$ 2,916
Weld RE - 6 (Greeley-Evans)	\$ 2,498
Weld RE-7 (Platt Valley / Kersey)	\$ 1,723

Conclusion – An average fee per single family detached unit of \$2,633.19 is reasonable given the various costs faced by Weld Re-5J School District as it continues to provide high quality school facilities for its students and families. This report confirms that this proposed fee uses reasonable, updated variables and a methodology consistent with common practice in the State of Colorado. The revenue collected will greatly assist the district with its efforts to construct needed schools as the community continues to grow.

**Weld County School District RE-5J
Johnstown/Milliken, Colorado
School District Methodology**



Based on the School District Planning Standards, contained in Exhibit A, calculation of land dedication or in-lieu payments uses the following procedures:

	Student Yield	Acres per Student Capacity	Acres Required per Housing Unit	Per Acre Value	Cash in Lieu Amount Per Unit
Single Family Detached					
Elementary	0.301	0.05	0.0047	\$ 171,681	\$ 807
Middle	0.148	0.02	0.0037	\$ 171,681	628
High School	0.170	0.02	0.0050	\$ 171,681	866
Total	0.619		0.0134		\$ 2,301
Single Family Attached					
Elementary	0.106	0.02	0.0017	\$ 171,681	\$ 284
Middle	0.053	0.01	0.0013	\$ 171,681	225
High School	0.071	0.01	0.0021	\$ 171,681	362
Total	0.230		0.0051		\$ 871
Apartment					
Elementary	0.187	0.03	0.0029	\$ 171,681	\$ 502
Middle	0.091	0.01	0.0023	\$ 171,681	386
High School	0.123	0.01	0.0036	\$ 171,681	626
Total	0.401		0.0088		\$ 1,514
Mobile Home					
Elementary	0.469	0.07	0.0073	\$ 171,681	\$ 1,258
Middle	0.224	0.02	0.0056	\$ 171,681	951
High School	0.306	0.03	0.0091	\$ 171,681	1,557
Total	0.999		0.0220		\$ 3,766

Revised 11/04/2022 based on information provided by Western Demographics, Inc.

**Weld County School District RE-5J
Johnstown/Milliken, Colorado
School District Planning Standards**



i. Student Yields

Single Family Detached	Single Family Attached	Mobile Home	Apartment
0.301	0.106	0.469	0.187
0.148	0.053	0.224	0.091
0.170	0.071	0.306	0.123
0.619	0.230	0.999	0.401

Elementary School

Middle School

High School

Total

ii. School Facility Enrollment Capacities

Elementary School 640

Middle School 930

High School 1350

iii. School Site Acreage Requirements

Elementary School 10

Middle School 23

High School 40

iv. Developed Land Value per Acre (Including Basic Infrastructure)

\$171,681

Revised 11/04/2022 based on information provided by Western Demographics, Inc.

CITY OF GREELEY, COLORADO
RESOLUTION NO. 30, 2020

A RESOLUTION OF THE CITY OF GREELEY COUNCIL AUTHORIZING THE
CITY TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT
CONCERNING LAND DEDICATIONS OR PAYMENTS IN-LIEU FOR SCHOOL
PURPOSES WITH WELD COUNTY SCHOOL DISTRICT 6

WHEREAS, local governments are encouraged and authorized to cooperate or contract with other units of government, pursuant to section 29-20-105, C.R.S., for the purpose of planning or regulating the development of land, including, but not limited to, the joint exercise of planning, zoning, subdivision, building, and related regulations; and

WHEREAS, Section 22-54-102(3)(a), C.R.S., authorizes local governments to cooperate with school districts through intergovernmental agreements to fund, construct, maintain, or manage capital construction projects, provided that funding is provided by a source of local government revenue that is otherwise authorized by law; and

WHEREAS, pursuant to section 31-23-206, C.R.S., the City of Greeley ("the City") has adopted through the City of Greeley Comprehensive Plan various goals, policies, and supporting data in order to plan for the orderly growth of the City; and

WHEREAS, pursuant to sections 31-23-301 and -303, C.R.S., the City is furthermore authorized to regulate and restrict the density of population of the City for the purpose of promoting health, safety, morals, and general welfare of the community; and to adopt regulations in accordance with the comprehensive plan to facilitate the adequate provision of schools; and

WHEREAS, the growth in residential land development in the City necessitates the building of additional school facilities and making improvements to existing school facilities in order to accommodate the corresponding increases in the student population. The dedication of sites and land areas for schools, or payments in lieu thereof ("in-lieu payments"), made in connection with new residential construction within the City, will help to meet such demand; and

WHEREAS, the Weld County School District 6 ("the School District") has adopted certain planning standards and a methodology for calculating the nature and extent of the impact any proposed land-use approval by the City will have on the adequacy of school sites for the School District and the future residents thereof; and

WHEREAS, the City is authorized by state and local law to adopt appropriate ordinances and regulations for the purpose of promoting and preserving the public health, safety, and welfare of the citizens of the City; and,

WHEREAS, there is an essential nexus between the need for the dedication of school sites or in-lieu payments and the legitimate local governmental interest of promoting and preserving the public health, safety, and welfare of the citizens of the City and the School District; and

WHEREAS, in order to provide adequate school facilities to serve new residential land developments, it is imperative that the School District be consulted regarding land dedication or in-

lieu payments for school sites in order to achieve rational and cost-effective planning and to assure that the dedication or in-lieu payment requirements are roughly proportional to the impact of the proposed use on the City and School District, and

WHEREAS, school land dedication or in-lieu payments serve to implement the City's Comprehensive Plan, by making provisions for public improvements in a manner appropriate for a modern, efficiently functioning City; and by implementing those provisions of the Plan that are intended to ensure that new development does not negatively impact the provision of municipal services. Such dedication or in-lieu payments specifically promote Council's Goal EH-4: "Support and collaborate with the city's school districts" and Objective EH-4.1: "[W]ork with the school districts and developers of residential projects to set aside sites for schools needed to serve their developments;" and

WHEREAS, in cases where annexation is proposed, resulting in future zoning and subdivision, the City has an affirmative requirement, per section 31-12-108.5(1), C.R.S., to prepare a report prior to annexation addressing the effect of the proposed annexation upon the School District "including the estimated number of students generated and the capital construction required to educate such students." Upon completion of a statutorily required public hearing, the City must determine whether the state statutory requirements for annexation are met, and whether additional terms and conditions should be imposed; and

WHEREAS, the City, upon consideration of the effect of residential land developments and the ability of the School District to provide school facilities in the City, has determined that it is in the best interests of the citizens of the City to enter into an Intergovernmental Agreement with the School District for the purpose of providing for the dedication of land for school sites or payments in lieu thereof as provided in this Agreement; and

WHEREAS, the City and School District desire to define their respective rights and obligations with respect to the planning, collection, and use of such land dedications and in-lieu payments.

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

Section 1. City Council hereby authorizes the mayor to enter into that Intergovernmental Agreement, attached hereto as Exhibit A, and incorporated herein by reference.

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

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

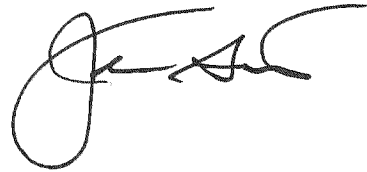
PASSED AND ADOPTED, SIGNED AND APPROVED, THIS 16TH DAY OF JUNE, 2020.

ATTEST:



City Clerk

THE CITY OF GREELEY,
COLORADO



Mayor

INTERGOVERNMENTAL AGREEMENT CONCERNING LAND DEDICATIONS OR PAYMENTS IN-LIEU FOR SCHOOL PURPOSES

THIS AGREEMENT is entered into by and between the Weld County School District 6 ("School District"), a political subdivision of the State of Colorado, and the City of Greeley, Colorado ("City"), a municipal corporation of the State of Colorado, to be effective as of the 16th day of June, 2020 ("Effective Date").

RECITALS

A. Local governments are encouraged and authorized to cooperate or contract with other units of government, pursuant to section 29-20-105, C.R.S., for the purpose of planning or regulating the development of land, including, but not limited to, the joint exercise of planning, zoning, subdivision, building, and related regulations.

B. Section 22-54-102(3)(a), C.R.S., authorizes local governments to cooperate with school districts through intergovernmental agreements to fund, construct, maintain, or manage capital construction projects, provided that funding is provided by a source of local government revenue that is otherwise authorized by law.

C. Pursuant to section 31-23-206, C.R.S., the City has adopted through the City of Greeley Comprehensive Plan various goals, policies, and supporting data in order to plan for the orderly growth of the City.

D. Pursuant to sections 31-23-301 and -303, C.R.S., the City is furthermore authorized to regulate and restrict the density of population of the City for the purpose of promoting health, safety, morals, and general welfare of the community; and to adopt regulations in accordance with the comprehensive plan to facilitate the adequate provision of schools.

E. The growth in residential land development in the City necessitates the building of additional school facilities and making improvements to existing school facilities in order to accommodate the corresponding increases in the student population. The dedication of sites and land areas for schools, or payments in lieu thereof ("in-lieu payments"), made in connection with new residential construction within the City, will help to meet such demand.

F. The School District has adopted certain planning standards and a methodology for calculating the nature and extent of the impact any proposed land-use approval by the City will have on the adequacy of school sites for the School District and the future residents thereof.

G. The City is authorized by state and local law to adopt appropriate ordinances and regulations for the purpose of promoting and preserving the public health, safety, and welfare of the citizens of the City.

H. There is an essential nexus between the need for the dedication of school sites or

in-lieu payments and the legitimate local governmental interest of promoting and preserving the public health, safety, and welfare of the citizens of the City and the School District.

I. In order to provide adequate school facilities to serve new residential land developments, it is imperative that the School District be consulted regarding land dedication or in-lieu payments for school sites in order to achieve rational and cost-effective planning and to assure that the dedication or in-lieu payment requirements are roughly proportional to the impact of the proposed use on the City and School District.

J. School land dedication or in-lieu payments serve to implement the City's Comprehensive Plan, by making provisions for public improvements in a manner appropriate for a modern, efficiently functioning City; and by implementing those provisions of the Plan that are intended to ensure that new development does not negatively impact the provision of municipal services. Such dedication or in-lieu payments specifically promote Council's Goal EH-4: "Support and collaborate with the city's school districts" and Objective EH-4.1: "[W]ork with the school districts and developers of residential projects to set aside sites for schools needed to serve their developments."

K. In cases where annexation is proposed, resulting in future zoning and subdivision, the City has an affirmative requirement, per section 31-12-108.5(1), C.R.S., to prepare a report prior to annexation addressing the effect of the proposed annexation upon the School District "including the estimated number of students generated and the capital construction required to educate such students." Upon completion of a statutorily required public hearing, the City must determine whether the state statutory requirements for annexation are met, and whether additional terms and conditions should be imposed.

L. The City, upon consideration of the effect of residential land developments and the ability of the School District to provide school facilities in the City, has determined that it is in the best interests of the citizens of the City to enter into an Intergovernmental Agreement with the School District for the purpose of providing for the dedication of land for school sites or payments in lieu thereof as provided in this Agreement.

M. The City and School District desire to define their respective rights and obligations with respect to the planning, collection, and use of such land dedications and in-lieu payments.

AGREEMENT

NOW, THEREFORE, in consideration of the objectives, policies, and findings expressed in the Recitals to this Agreement, incorporated by this reference, and the mutual promises contained in this Agreement, the City and School District agree as follows:

1. Definitions. Capitalized terms used herein and not otherwise defined have the meanings specified below:

"Developer" means the person or entity seeking land-use approval from the City and the party responsible for land dedication or in-lieu payments hereunder.

"Dwelling Unit" means a housekeeping unit designed and used for occupancy by a single individual or a family, containing cooking, living, sleeping, and sanitary facilities and having a separate entrance.

"Land Development Project" or "Project" means any proposed annexation, subdivision approval or any subsequent amendment to a previously approved development proposal that will result in new or additional Dwelling Units or a population density or population greater than that contemplated by the previously approved development proposal.

"Methodology" means the formulas, based upon the School Planning Standards, for calculating land dedication requirements and in-lieu payments, as shown on Exhibit B, attached hereto and incorporated by this reference, as amended from time to time as provided herein.

"School Planning Standards" or "Standards" means the adopted School District land use standards set forth on Exhibit A, attached hereto and incorporated by this reference, as amended from time to time as provided herein, that include student yields per dwelling unit for separate school levels, school facility enrollment capacities, school site acreage requirements, and the fair market value of real property that is located within the boundaries of both the City and the School District.

2. Determination of Land Dedication or In-Lieu Payment Requirements.

a. The City and School District find and agree that the current School Planning Standards in Exhibit A are reasonable, that there is an essential nexus between the dedication or payment contemplated and a legitimate local government interest, and that the dedication or payment is roughly proportional both in nature and extent to the impact of the proposed Land Development Project. The City and School District furthermore agree that the current School Planning Standards in Exhibit A will be administratively reviewed annually by both the School District and the City no later than April 1 of each calendar year and adjusted by mutual agreement as needed so that the then-current Standards will apply to any proposed Land Development Project thereafter.

b. Prior to or at the time that any proposed plans are submitted to the City for any Land Development Project, the Superintendent of the School District or a designee will meet with the Developer, for the purpose of determining whether the School District desires the dedication of any land for schools within the Project, consistent with the School Planning Standards. In the event the School District requests a dedication of land that, based upon the application of the Standards and Methodology, results in a parcel that in itself would be of insufficient size for a school site, the School District agrees to discuss with the Developer:

- i. the potential reservation by the Developer or acquisition by the School District of the balance of the property needed to provide an adequate site; or
- ii. an in-lieu payment as provided in this Agreement in the event the dedication of sites and land areas is not deemed feasible or in the best interests of the School District.

c. Upon formal submission of an application for any proposed Land Development Project to the City, the City will submit the Developer's proposal to the School District for its review, comments, and recommendations concerning the adequacy of school sites and facilities within the context of the proposed Land Development Project. The School District will promptly review the proposal and submit its comments and recommendations to the City.

d. The School District will make a determination concerning the impact of the Project upon the adequacy of school sites and facilities based upon the School Planning Standards which are in effect at the time the Developer's proposal is submitted by the City to the School District for its review.

e. Upon receipt of the School District's determination as to whether land should be dedicated, the City will, to the extent permitted by law, implement said determination as provided in subsection (f) below.

f. The City agrees that as a condition of final approval of a subdivision plat for a Land Development Project, it will: (i) require proof of the dedication of land or the appropriate reservation of land for future dedication to the School District in accordance with Section 3 below, or (ii) require proof that the cash-in-lieu payment, as described in Section 4 below, has been paid to and received by the School District. The Superintendent of the School District, or the Superintendent's designee, will provide such proof in a timely manner to the Community Development Department of the City. This requirement will apply to each Land Development Project for which application is made on or after the effective date of this Agreement, subject only to the exemptions contained in Section 7 below.

3. Conveyance of Dedicated Land.

a. If land is to be dedicated to the School District as part of the approval of any Land Development Project, the School District will notify the City in writing. Upon receipt of such notification, the City will thereafter accept the final plat for the Land Development Project, or any portion of it, for recording only if such plat provides for the contemporaneous dedication and conveyance of such land to the School District.

b. If land is to be reserved for future dedication to the School District as part of the approval of any Land Development Project, the School District will so notify the City in writing. Upon receipt of such notification, the City will thereafter accept the final plat for the Land Development Project, or any portion of it, for recording only if such plat shows the reservation of such land for such future dedication to the School District. Dedication of the reserved site shall occur no later than the date of final approval of the Land Development Project that includes the reserved site. The School District will promptly certify to the City in writing that the dedication has been made. In the event that the School District determines, in its sole discretion, that the dedication of a reserved site is necessary prior to the issuance of any building permit for the Project within which such site is located, the School District will so notify the person(s) shown by the records of the Weld County Assessor as being the then-current owner(s) of such site. Said notice will be sent by certified mail, return receipt requested. Within 60 days of the mailing of

said notice, the reserved property that is the subject of the mailing shall be dedicated to the School District by the owner(s) thereof, as a condition of the City's final approval of the Land Development Project.

c. Prior to the issuance of the first residential building permit for the Land Development Project, the dedicated site shall have raw water dedicated, overlot grading, direct access to a publicly dedicated street improved to City standards, and utilities stubbed to the site.

d. Title to the dedicated site shall be conveyed to the School District by general warranty deed, free and clear of all liens, encumbrances, and exceptions (except those approved in writing by the School District), including, without limitation, real property taxes, which will be prorated, and paid as of, the date of conveyance. The Developer will provide a title insurance commitment and policy in an amount equal to the fair market value of the dedicated property, as a condition of the City's final approval of the Land Development Project.

e. The City and the School District agree that the substance of the preceding Subsections 3(a) through 3(d) will be required to be set forth in any preliminary, final, or annexation plats before any such plat will be approved by the City.

4. Assessment and Amount of In-Lieu Payment.

In the event that the School District determines, under Section 2 above, that the dedication of land with respect to a particular Land Development Project would not further the planning objectives of the School District, either because the parcel that could be required to be dedicated would be of insufficient size for a school site or because the location of the dedicated site would be inappropriate, then the amount of the in-lieu payment will be determined and paid to the School District, according to the Methodology then in effect, prior to approval and recording of the final plat for the Land Development Project. In the event the Developer obtains approval from the City for the phasing of the Land Development Project that results in separate filings and final plats for each phase, the Developer may defer the payment of the in-lieu payment until the recording of the final plat for each phase; provided, however, that in such case the amount of the payment will be based upon the School Planning Standards and Methodology in effect at the time of the approval of each phase.

5. Methodology for Assessing In-Lieu Payments

a. The parties agree that the Methodology has been developed in a manner so as to fairly apportion the cost of acquiring school sites made necessary by residential development, and to ensure that any in-lieu payments will be used for the purposes of school site acquisition and development and capital facilities planning within the School District boundaries senior high school feeder attendance area boundaries that include the Land Development Project for which the payment is being made, unless mutually agreed in writing by the Developer, School District, and City. All dedication requirements and in-lieu payments will be based upon the School Planning Standards and the Methodology, as the same may be amended from time to time in accordance with subparagraph (b) below and Section 2(a), which are in effect at the time the Developer applies for land-use approval.

b. The Methodology adopted pursuant to the provisions of this Agreement will be updated annually from the date of its submission to the City, or less often, as determined by the School District. The updated version of Exhibit B, reflecting such changes, will be furnished to the City within thirty (30) days after their adoption by the School District.

6. Collection, Deposit, and Expenditure of In-Lieu Payments.

a. All in-lieu payments paid to the School District shall be properly identified and promptly deposited into a separate interest-bearing account in the name of the School District authorized by sections 24-75-601 to -605, C.R.S. The School District will be the owner of the funds in the account.

b. The funds deposited into the account will be earmarked and expended solely for the purposes of school site acquisition and development and capital facilities planning within the senior high school feeder attendance area boundaries that include the Land Development Project for which the payment was made. The time for, nature, method, and extent of such planning or development will be within the sole discretion of the School District.

7. Exemptions.

a. The following will be exempted from land dedication or in-lieu payment requirements:

- i. Alteration or expansion of a Dwelling Unit.
- ii. Replacement of a Dwelling Unit.
- iii. Construction of an accessory building, or structure.
- iv. Long-term care facilities or group homes as defined in the City's municipal code.
- v. Commercial and industrial developments.

b. Any claim of exemption as provided in this Section 7 shall be made no later than the time of submission of the Project for approval. Any claim not so made may be deemed by the School District and the City to have been waived by the Developer.

8. Annual Report, Accounting, and Audit.

a. The School District will establish and maintain an accounting system to ensure that all in-lieu payments are expended in accordance with Section 6(b) above.

b. The School District and the City will cause an audit to be performed annually of the in-lieu payments collected and expended in accordance with this Agreement. The audit will be conducted in accordance with generally accepted accounting principles for governmental

entities and may be part of any general audit annually conducted by the School District. A copy of said audit will be furnished to the City. The cost of the audit will be paid from the School District's general fund.

c. At any time deemed necessary, the City may request an accounting from the Superintendent of the School District concerning the expenditure of the in-lieu payments made to the School District.

9. Term.

The term of this Agreement will commence on the Effective Date hereof and continue for a period of ten (10) years thereafter unless the City repeals the implementing ordinance adopted by the City concurrent with this Agreement. This Agreement will automatically renew for additional ten (10) year periods unless one party notifies the other of intent to non-renew at least 30 days prior to expiration of the then current term.

10. Miscellaneous.

a. Faith and Credit. Neither party will extend the faith or credit of the other to any third person or entity.

b. Amendments. This Agreement may be amended only by mutual agreement of the parties, evidenced by a written instrument authorized and executed with the same formality as accorded this Agreement.

c. Notice. Any notice required by this Agreement shall be in writing. If such notice is hand delivered or personally served, it will be effective immediately upon such delivery or service. If given by mail, it will be by certified mail, return receipt requested, and addressed to the following addresses:

City of Greeley
1000 10th Street
Greeley, CO 80631
Attention: City Manager

Weld County School District 6
Attention: Superintendent of Schools
1025 9th Avenue
Greeley, Colorado 80634

Notice given by mail will be effective three days after it is deposited in the United States mail depository correctly addressed and with sufficient postage for delivery.

d. Governing Law. This Agreement and the rights and obligations of the parties hereto will be interpreted and construed in accordance with the laws of the State of Colorado.

e. Severability. If this Agreement, or any portion of it, is for any reason held invalid or unconstitutional by any court of competent jurisdiction, the Parties will deem that portion to be a separate, distinct, and independent provision, and such holding will not affect the validity of the remaining portions of the Agreement.

f. Indemnification. The City agrees to cooperate in the defense of any legal action that may be brought contesting the validity of this Agreement or the implementing ordinances. The School District will be responsible for defending such claim (whether filed against the City, the School District, or both) and for the payment of any final monetary judgment entered against the City in any such action. Nothing contained in this Agreement constitutes any waiver for the City or the School District of the provisions of the Colorado Governmental Immunity Act or other applicable immunity defense. This provision will survive termination of the Agreement, and be enforceable until all claims are precluded by statutes of limitation.

g. Survival. Any provision or obligation of this Agreement, for the benefit of either party, that has not been fully performed or discharged at the time of termination will survive such termination and continue to bind the party until the expiration of any applicable legal or equitable period of limitation.

h. Financial Obligations. This Agreement is not a pledge of the credit of the City or the School District, or a collection or payment guarantee by the City to the School District. Nothing in this Agreement may be construed to create a multiple-fiscal year direct or indirect municipal or district debt or financial obligation.

i. No Third Party Beneficiaries. None of the terms, conditions, or covenants in this Agreement gives or allows any claim, benefit, or right of action by any third person not a party hereto. Any person other than the City or the School District receiving services or benefits under this Agreement is only an incidental beneficiary.

j. Recording of Agreement. This Agreement will be recorded by the School District with the Weld County Clerk and Recorder.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, which is in full force and effect the day and year first above written.

[Signature Page Is Next Page.]

CITY OF GREELEY, COLORADO

By: [Signature]
Mayor
Date: 7/15/20



[Signature]
Interim
APPROVED AS TO LEGAL FORM:

By: [Signature]
City Attorney

APPROVED AS TO CONTENT:

By: [Signature]
City Manager

WELD COUNTY SCHOOL DISTRICT 6

By: Michael Mathews, BOE President
President, Board of Education

Date: Jun 11, 2020

ATTEST:

By: Kristina Crain
Secretary, Board of Education

APPROVED AS TO LEGAL FORM:

By: Coulter Bump
School District Attorney

Exhibit A

School District Planning Standards

I. Student Yields (per dwelling unit)

	Single Family Detached	Single Family Attached	Multifamily Development	Manufactured Home
Elementary School	0.33	0.17	0.07	0.30
Middle School	0.13	0.07	0.03	0.15
High School	0.18	0.07	0.04	0.17

II. School Facility Enrollment Capacities

Elementary School	700
Middle School	900
High School	1800

III. School Site Acreage Requirements

Elementary School	15.5
Middle School	27.5
High School	46

IV. Developed Land Value

The district uses a fixed \$157,312 value per acre.

Exhibit B

School District Methodology

Based on the School District Planning Standards contained in Exhibit A and the presumption of developed land value of \$157,312/acre, calculation of land dedication or in-lieu payments uses the following procedures:

Single Family Detached Housing

Elementary School Procedure

(15.5 acres ÷ 700 students = 0.022 acres/student)

$$1. \quad 0.33 \times 0.022 = 0.0073 \times \$157,312 = \$1,149$$

Middle School Procedure

(27.5 acres ÷ 900 students = 0.031 acres/student)

$$1. \quad 0.13 \times 0.031 = 0.0040 \times \$157,312 = \$625$$

High School Procedure

(46 acres ÷ 1800 students = 0.026 acres/student)

$$1. \quad 0.18 \times 0.026 = 0.0046 \times \$157,312 = \$724$$

Summary

The total land dedication or in-lieu payment per dwelling unit is:

	Land	In-Lieu Payment
Elementary School	0.0073 acres	\$1,149
Middle School	0.0040 acres	\$625
High School	0.0046 acres	\$724
TOTAL	0.0159 acres	\$2,498

Single Family Attached Housing

Elementary School Procedure

(15.5 acres ÷ 700 students = 0.022 acres/student)

2. $0.17 \times 0.022 = 0.0038 \times \$157,312 = \$592$

Middle School Procedure

(27.5 acres ÷ 900 students = 0.031 acres/student)

2. $0.070 \times 0.031 = 0.0021 \times \$157,312 = \$336$

High School Procedure

(46 acres ÷ 1800 students = 0.026 acres/student)

2. $0.070 \times 0.026 = 0.0018 \times \$157,312 = \$281$

Summary

The total land dedication or in-lieu payment per dwelling unit is:

	Land	In-Lieu Payment
Elementary School	0.0038 acres	\$592
Middle School	0.0021 acres	\$336
High School	0.0018 acres	\$281
TOTAL	0.0077 acres	\$1,210

Multifamily Development

Elementary School Procedure

(15.5 acres ÷ 700 students = 0.022 acres/student)

3. $0.070 \times 0.022 = 0.0016 \times \$157,312 = \$244$

Middle School Procedure

(27.5 acres ÷ 900 students = 0.031 acres/student)

3. $0.030 \times 0.031 = 0.0009 \times \$157,312 = \$144$

High School Procedure

(46 acres ÷ 1800 students = 0.026 acres/student)

3. $0.040 \times 0.026 = 0.0010 \times \$157,312 = \$161$

Summary

The total land dedication or in-lieu payment per dwelling unit is:

	Land	In-Lieu Payment
Elementary School	0.0016 acres	\$244
Middle School	0.0009 acres	\$144
High School	0.0010 acres	\$161
TOTAL	0.0035 acres	\$549

Manufactured Home Dwelling

Elementary School Procedure

(15.5 acres ÷ 700 students = 0.022 acres/student)

4. $0.300 \times 0.022 = 0.0066 \times \$157,312 = \$1,045$

Middle School Procedure

(27.5 acres ÷ 900 students = 0.031 acres/student)

4. $0.150 \times 0.031 = 0.0046 \times \$157,312 = \$721$

High School Procedure

(46 acres ÷ 1800 students = 0.026 acres/student)

4. $0.170 \times 0.026 = 0.0043 \times \$157,312 = \$683$

Summary

The total land dedication or in-lieu payment per dwelling unit is:

	Land	In-Lieu Payment
Elementary School	0.0066 acres	\$1,045
Middle School	0.0046 acres	\$721
High School	0.0043 acres	\$683
TOTAL	0.0155 acres	\$2,449

CITY OF GREELEY, COLORADO
RESOLUTION NO. 28 , 2020

A RESOLUTION OF THE CITY OF GREELEY COUNCIL AUTHORIZING THE CITY TO
ENTER INTO AN INTERGOVERNMENTAL AGREEMENT CONCERNING LAND
DEDICATIONS OR PAYMENTS IN-LIEU FOR SCHOOL PURPOSES WITH
EATON SCHOOL DISTRICT RE-2

WHEREAS, local governments are encouraged and authorized to cooperate or contract with other units of government, pursuant to section 29-20-105, C.R.S., for the purpose of planning or regulating the development of land, including, but not limited to, the joint exercise of planning, zoning, subdivision, building, and related regulations; and

WHEREAS, Section 22-54-102(3)(a), C.R.S., authorizes local governments to cooperate with school districts through intergovernmental agreements to fund, construct, maintain, or manage capital construction projects, provided that funding is provided by a source of local government revenue that is otherwise authorized by law; and

WHEREAS, pursuant to section 31-23-206, C.R.S., the City of Greeley (“the City”) has adopted through the City of Greeley Comprehensive Plan various goals, policies, and supporting data in order to plan for the orderly growth of the City; and

WHEREAS, pursuant to sections 31-23-301 and -303, C.R.S., the City is furthermore authorized to regulate and restrict the density of population of the City for the purpose of promoting health, safety, morals, and general welfare of the community; and to adopt regulations in accordance with the comprehensive plan to facilitate the adequate provision of schools; and

WHEREAS, the growth in residential land development in the City necessitates the building of additional school facilities and making improvements to existing school facilities in order to accommodate the corresponding increases in the student population. The dedication of sites and land areas for schools, or payments in lieu thereof (“in-lieu payments”), made in connection with new residential construction within the City, will help to meet such demand; and

WHEREAS, the Eaton School District RE-2 (“the School District”) has adopted certain planning standards and a methodology for calculating the nature and extent of the impact any proposed land-use approval by the City will have on the adequacy of school sites for the School District and the future residents thereof; and

WHEREAS, the City is authorized by state and local law to adopt appropriate ordinances and regulations for the purpose of promoting and preserving the public health, safety, and welfare of the citizens of the City; and,

WHEREAS, there is an essential nexus between the need for the dedication of school sites or in-lieu payments and the legitimate local governmental interest of promoting and preserving the public health, safety, and welfare of the citizens of the City and the School District; and

WHEREAS, in order to provide adequate school facilities to serve new residential land developments, it is imperative that the School District be consulted regarding land dedication or in-

lieu payments for school sites in order to achieve rational and cost-effective planning and to assure that the dedication or in-lieu payment requirements are roughly proportional to the impact of the proposed use on the City and School District, and

WHEREAS, school land dedication or in-lieu payments serve to implement the City's Comprehensive Plan, by making provisions for public improvements in a manner appropriate for a modern, efficiently functioning City; and by implementing those provisions of the Plan that are intended to ensure that new development does not negatively impact the provision of municipal services. Such dedication or in-lieu payments specifically promote Council's Goal EH-4: "Support and collaborate with the city's school districts" and Objective EH-4.1: "[W]ork with the school districts and developers of residential projects to set aside sites for schools needed to serve their developments;" and

WHEREAS, in cases where annexation is proposed, resulting in future zoning and subdivision, the City has an affirmative requirement, per section 31-12-108.5(1), C.R.S., to prepare a report prior to annexation addressing the effect of the proposed annexation upon the School District "including the estimated number of students generated and the capital construction required to educate such students." Upon completion of a statutorily required public hearing, the City must determine whether the state statutory requirements for annexation are met, and whether additional terms and conditions should be imposed; and

WHEREAS, the City, upon consideration of the effect of residential land developments and the ability of the School District to provide school facilities in the City, has determined that it is in the best interests of the citizens of the City to enter into an Intergovernmental Agreement with the School District for the purpose of providing for the dedication of land for school sites or payments in lieu thereof as provided in this Agreement; and

WHEREAS, the City and School District desire to define their respective rights and obligations with respect to the planning, collection, and use of such land dedications and in-lieu payments.

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

Section 1. City Council hereby authorizes the mayor to enter into that Intergovernmental Agreement, attached hereto as Exhibit A, and incorporated herein by reference.

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

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

PASSED AND ADOPTED, SIGNED AND APPROVED, THIS 16TH DAY OF JUNE, 2020.

ATTEST:



City Clerk

THE CITY OF GREELEY,
COLORADO

Mayor

INTERGOVERNMENTAL AGREEMENT CONCERNING LAND DEDICATIONS OR PAYMENTS IN-LIEU FOR SCHOOL PURPOSES

THIS AGREEMENT is entered into by and between the Eaton School District RE-2("School District"), a political subdivision of the State of Colorado, and the City of Greeley, Colorado ("City"), a municipal corporation of the State of Colorado, to be effective as of the 16th day of June, 2020 ("Effective Date").

RECITALS

A. Local governments are encouraged and authorized to cooperate or contract with other units of government, pursuant to section 29-20-105, C.R.S., for the purpose of planning or regulating the development of land, including, but not limited to, the joint exercise of planning, zoning, subdivision, building, and related regulations.

B. Section 22-54-102(3)(a), C.R.S., authorizes local governments to cooperate with school districts through intergovernmental agreements to fund, construct, maintain, or manage capital construction projects, provided that funding is provided by a source of local government revenue that is otherwise authorized by law.

C. Pursuant to section 31-23-206, C.R.S., the City has adopted through the City of Greeley Comprehensive Plan various goals, policies, and supporting data in order to plan for the orderly growth of the City.

D. Pursuant to sections 31-23-301 and -303, C.R.S., the City is furthermore authorized to regulate and restrict the density of population of the City for the purpose of promoting health, safety, morals, and general welfare of the community; and to adopt regulations in accordance with the comprehensive plan to facilitate the adequate provision of schools.

E. The growth in residential land development in the City necessitates the building of additional school facilities and making improvements to existing school facilities in order to accommodate the corresponding increases in the student population. The dedication of sites and land areas for schools, or payments in lieu thereof ("in-lieu payments"), made in connection with new residential construction within the City, will help to meet such demand.

F. The School District has adopted certain planning standards and a methodology for calculating the nature and extent of the impact any proposed land-use approval by the City will have on the adequacy of school sites for the School District and the future residents thereof.

G. The City is authorized by state and local law to adopt appropriate ordinances and regulations for the purpose of promoting and preserving the public health, safety, and welfare of the citizens of the City.

H. There is an essential nexus between the need for the dedication of school sites or in-lieu payments and the legitimate local governmental interest of promoting and preserving the public health, safety, and welfare of the citizens of the City and the School District.

I. In order to provide adequate school facilities to serve new residential land developments, it is imperative that the School District be consulted regarding land dedication or in-lieu payments for school sites in order to achieve rational and cost-effective planning and to assure that the dedication or in-lieu payment requirements are roughly proportional to the impact of the proposed use on the City and School District.

J. School land dedication or in-lieu payments serve to implement the City's Comprehensive Plan, by making provisions for public improvements in a manner appropriate for a modern, efficiently functioning City; and by implementing those provisions of the Plan that are intended to ensure that new development does not negatively impact the provision of municipal services. Such dedication or in-lieu payments specifically promote Council's Goal EH-4: "Support and collaborate with the city's school districts" and Objective EH-4.1: "[W]ork with the school districts and developers of residential projects to set aside sites for schools needed to serve their developments."

K. In cases where annexation is proposed, resulting in future zoning and subdivision, the City has an affirmative requirement, per section 31-12-108.5(1), C.R.S., to prepare a report prior to annexation addressing the effect of the proposed annexation upon the School District "including the estimated number of students generated and the capital construction required to educate such students." Upon completion of a statutorily required public hearing, the City must determine whether the state statutory requirements for annexation are met, and whether additional terms and conditions should be imposed.

L. The City, upon consideration of the effect of residential land developments and the ability of the School District to provide school facilities in the City, has determined that it is in the best interests of the citizens of the City to enter into an Intergovernmental Agreement with the School District for the purpose of providing for the dedication of land for school sites or payments in lieu thereof as provided in this Agreement.

M. The City and School District desire to define their respective rights and obligations with respect to the planning, collection, and use of such land dedications and in-lieu payments.

AGREEMENT

NOW, THEREFORE, in consideration of the objectives, policies, and findings expressed in the Recitals to this Agreement, incorporated by this reference, and the mutual promises contained in this Agreement, the City and School District agree as follows:

1. **Definitions.** Capitalized terms used herein and not otherwise defined have the meanings specified below:

"Developer" means the person or entity seeking land-use approval from the City and the party responsible for land dedication or in-lieu payments hereunder.

"Dwelling Unit" means a housekeeping unit designed and used for occupancy by a single individual or a family, containing cooking, living, sleeping, and sanitary facilities and having a separate entrance.

"Land Development Project" or "Project" means any proposed subdivision approval or any subsequent amendment to a previously approved subdivision that will result in new or additional Dwelling Units or a population density or population greater than that contemplated by the previously approved subdivision proposal.

"Methodology" means the formulas, based upon the School Planning Standards, for calculating land dedication requirements and in-lieu payments, as shown on Exhibit A, attached hereto and incorporated by this reference.

"School Planning Standards" or "Standards" means the adopted School District land use standards set forth on Exhibit B, attached hereto and incorporated by this reference, that include student yields per dwelling unit for separate school levels, school facility enrollment capacities, school site acreage requirements, and the fair market value of real property that is located within the boundaries of both the City and the School District.

2. Determination of Land Dedication or In-Lieu Payment Requirements.

a. The City and School District find and agree that the current School Planning Standards in Exhibit B are reasonable, that there is an essential nexus between the dedication or payment contemplated and a legitimate local government interest, and that the dedication or payment is roughly proportional both in nature and extent to the impact of the proposed Land Development Project. The City and School District furthermore agree that the current School Planning Standards in Exhibit B will be administratively reviewed annually by both the District and the City no later than April 1 of each calendar year and adjusted by mutual agreement as needed so that the then-current Standards will apply to any proposed Land Development Project thereafter.

b. Prior to or at the time that any proposed plans are submitted to the City for any annexation or Land Development Project, the Superintendent of the School District or a designee will meet with the Developer, for the purpose of determining whether the School District desires the dedication of any land for schools within the Project, consistent with the School Planning Standards. In the event the School District requests a dedication of land that, based upon the application of the Standards and Methodology, results in a parcel that in itself would be of insufficient size for a school site, the School District agrees to discuss with the Developer:

- i. the potential reservation by the Developer or acquisition by the School District of the balance of the property needed to provide an adequate site; or
- ii. an in-lieu payment as provided in this Agreement in the event the dedication of sites and land areas is not deemed feasible or in the best interests of the School District.

c. Upon formal submission of any annexation application or any proposed Land Development Project to the City, the City will submit the Developer's proposal to the School District for its review, comments, and recommendations concerning the adequacy of school sites

and facilities within the context of the proposed Land Development Project. The School District will promptly review the proposal and submit its comments and recommendations to the City.

d. The School District will make a determination concerning the impact of the Project upon the adequacy of school sites and facilities based upon the School Planning Standards which are in effect at the time the Developer's proposal is submitted by the City to the School District for its review.

e. Upon receipt of the School District's determination as to whether land should be dedicated, the City will, to the extent permitted by law, implement said determination as provided in subsection (f) below.

f. The City agrees that as a condition of final approval of a subdivision plat for a Land Development Project, it will: (i) require proof of the dedication of land or the appropriate reservation of land for future dedication to the School District in accordance with Section 3 below, or (ii) require proof that the cash-in-lieu payment, as described in Paragraph 4 below, has been paid to and received by the School District. The Superintendent of the School District, or the Superintendent's designee, will provide such proof in a timely manner to the Community Development Department of the City. This requirement will apply to each Land Development Project for which application is made on or after the effective date of this Agreement, subject only to the exemptions contained in Section 7 below.

3. Conveyance of Dedicated Land.

a. If land is to be dedicated to the School District as part of the approval of any Land Development Project, the School District will notify the City in writing. Upon receipt of such notification, the City will thereafter accept the final plat for the Land Development Project, or any portion of it, for recording only if such plat provides for the contemporaneous dedication and conveyance of such land to the School District.

b. If land is to be reserved for future dedication to the School District as part of the approval of any Land Development Project, the School District will so notify the City in writing. Upon receipt of such notification, the City will thereafter accept the final plat for the Land Development Project, or any portion of it, for recording only if such plat shows the reservation of such land for such future dedication to the School District.

c. Dedication of the reserved site shall occur no later than the date of final approval of the Land Development Project. Prior to the issuance of the first residential building permit for the Land Development Project, the dedicated site shall have raw water dedicated, overlot grading, direct access to a publicly dedicated street improved to City standards, and utilities stubbed to the site. The School District will promptly certify to the City in writing that the dedication has been made. In the event that the School District determines, in its sole discretion, that the dedication of a reserved site is necessary prior to the issuance of any building permit for the Project within which such site is located, the School District will so notify the person(s) shown by the records of the Weld County Assessor as being the then-current owner(s) of such site. Said notice will be sent by certified mail, return receipt requested. Within 60 days of the mailing of said notice, the reserved property that is the subject of the mailing shall be dedicated to the School District by the

owner(s) thereof, as a condition of the City's final approval of the Land Development Project.

d. Title to the dedicated site shall be conveyed to the School District by general warranty deed, free and clear of all liens, encumbrances, and exceptions (except those approved in writing by the School District), including, without limitation, real property taxes, which will be prorated, and paid as of, the date of conveyance. The Developer will provide a title insurance commitment and policy in an amount equal to the fair market value of the dedicated property, as a condition of the City's final approval of the Land Development Project.

e. The City and the School District agree that the substance of the preceding subsections 3.c. and 3.d. will be required to be set forth in any preliminary, final, or annexation plats before any such plat will be approved by the City.

4. Assessment and Amount of In-Lieu Payment.

In the event that the School District determines, under Section 2. above, that the dedication of land with respect to a particular Land Development Project would not further the planning objectives of the School District, either because the parcel that could be required to be dedicated would be of insufficient size for a school site or because the location of the dedicated site would be inappropriate, then the amount of the in-lieu payment will be determined and paid to the School District, according to the Methodology then in effect, prior to approval and recording of the final plat for the Land Development Project. In the event the Developer obtains approval from the City for the phasing of the Land Development Project that results in separate filings and final plats for each phase, the Developer may defer the payment of the in-lieu payment until the recording of the final plat for each phase; provided, however, that in such case the amount of the payment will be based upon the School Planning Standards and Methodology in effect at the time of the approval of each phase.

5. Methodology for Assessing In-Lieu Payments

a. The parties agree that the Methodology has been developed in a manner so as to fairly apportion the cost of acquiring school sites made necessary by residential development, and to ensure that any in-lieu payments will be used for the purposes of school site acquisition and development and capital facilities planning within the School District boundaries senior high school feeder attendance area boundaries that include the Land Development Project for which the payment is being made, unless mutually agreed in writing by the Developer, School District, and City. All dedication requirements and in-lieu payments will be based upon the School Planning Standards and the Methodology, as the same may be amended from time to time in accordance with subparagraph (b) below, which are in effect at the time the Developer applies for land-use approval.

b. The School Planning Standards and Methodology adopted pursuant to the provisions of this Agreement will be updated annually from the date of its submission to the City, or less often, as determined by the School District. Updated versions of Exhibits A and B, reflecting such changes, will be furnished to the City within 30 days after their adoption by the School District.

6. Collection, Deposit, and Expenditure of In-Lieu Payments.

a. All in-lieu payments paid to the School District shall be properly identified and promptly deposited into a separate interest-bearing account in the name of the School District authorized by sections 24-75-601 to -605, C.R.S. The School District will be the owner of the funds in the account.

b. The funds deposited into the account will be earmarked and expended solely for the purposes of school site acquisition and development and capital facilities planning within the senior high school feeder attendance area boundaries that include the Land Development Project for which the payment was made. Subject to the time limitations contained in this Agreement, the time for, nature, method, and extent of such planning or development will be within the sole discretion of the School District.

7. Exemptions.

a. The following will be exempted from land dedication requirements or in-lieu payments:

- i. Alteration or expansion of a Dwelling Unit.
- ii. Replacement of a Dwelling Unit.
- iii. Construction of an accessory building, or structure.
- iv. Long-term care facilities or group homes as defined in the City's ordinances.
- v. Commercial and industrial developments.

b. Any claim of exemption as provided in this Section 7 shall be made no later than the time of submission of the Project for approval. Any claim not so made may be deemed by the School District and the City to have been waived by the Developer.

7. Annual Report, Accounting, and Audit.

a. The School District will establish and maintain an accounting system to ensure that all in-lieu payments are expended in accordance with Section 6.b. above.

b. The School District and the City will cause an audit to be performed annually of the in-lieu payments collected and expended in accordance with this Agreement. The audit will be conducted in accordance with generally accepted accounting principles for governmental entities and may be part of any general audit annually conducted by the School District. A copy of said audit will be furnished to the City. The cost of the audit will be paid from the School District's general fund.

c. At any time deemed necessary, the City may request an accounting from the

Superintendent of the School District concerning the expenditure of the in-lieu payments made to the School District.

8. Term.

The term of this Agreement will commence on the effective date hereof and continue for a period of ten (10) years thereafter unless the City repeals the implementing ordinance adopted by the City concurrent with this Agreement. This Agreement will automatically renew for additional ten (10) year periods unless one party notifies the other of intent to non-renew at least 30 days prior to expiration of the then current term.

9. Miscellaneous.

a. Faith and Credit. Neither party will extend the faith or credit of the other to any third person or entity.

b. Amendments. This Agreement may be amended only by mutual agreement of the parties, evidenced by a written instrument authorized and executed with the same formality as accorded this Agreement.

c. Notice. Any notice required by this Agreement shall be in writing. If such notice is hand delivered or personally served, it will be effective immediately upon such delivery or service. If given by mail, it will be by certified mail, return receipt requested, and addressed to the following addresses:

City of Greeley
Attention: City Manager
1000 10th Street
Greeley, CO 80631

Eaton School District RE-2
Attention: Superintendent of Schools
211 1st Street
Eaton, CO 80615

Notice given by mail will be effective three days after it is deposited in the United States mail depository correctly addressed and with sufficient postage for delivery.

d. Governing Law. This Agreement and the rights and obligations of the parties hereto will be interpreted and construed in accordance with the laws of the State of Colorado.

e. Severability. If this Agreement, or any portion of it, is for any reason held invalid or unconstitutional by any court of competent jurisdiction, the Parties will deem that portion to be a separate, distinct, and independent provision, and such holding will not affect the validity of the remaining portions of the Agreement.

f. Indemnification. The City agrees to cooperate in the defense of any legal action

that may be brought contesting the validity of this Agreement or the implementing ordinances. The School District will be responsible for defending such claim (whether filed against the City, the School District, or both) and for the payment of any final monetary judgment entered against the City in any such action. Nothing contained in this Agreement constitutes any waiver for the City or the School District of the provisions of the Colorado Governmental Immunity Act or other applicable immunity defense. This provision will survive termination of the Agreement, and be enforceable until all claims are precluded by statutes of limitation.

g. Survival. Any provision or obligation of this Agreement, for the benefit of either party, that has not been fully performed or discharged at the time of termination will survive such termination and continue to bind the party until the expiration of any applicable legal or equitable period of limitation.

h. Financial Obligations. This Agreement is not a pledge of the credit of the City or the School District, or a collection or payment guarantee by the City to the School District. Nothing in this Agreement may be construed to create a multiple-fiscal year direct or indirect municipal or district debt or financial obligation.

i. No Third Party Beneficiaries. None of the terms, conditions, or covenants in this Agreement gives or allows any claim, benefit, or right of action by any third person not a party hereto. Any person other than the City or the School District receiving services or benefits under this Agreement is only an incidental beneficiary.

j. Recording of Agreement. This Agreement will be recorded by the School District with the Weld County Clerk and Recorder.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, which is in full force and effect the day and year first above written.

CITY OF GREELEY, COLORADO



Mayor

City Clerk

APPROVED AS TO LEGAL FORM:

7/15/20

Date

7/15/20

Date

City Attorney

City Manager

APPROVED AS TO CONTENT:

EATON SCHOOL DISTRICT RE-2

By:

Lynnette St. Jean
President, Board of Education

06/08/2020
Date

ATTEST:

Ann Y
Secretary of the School Board

ATTEST AS TO LEGAL FORM:

Carla M Brum
School District Attorney

Exhibit A**School District Planning Standards****I. Student Yields (per dwelling unit)**

	Single Family Detached	Single Family Attached	Multifamily Development	Manufactured Home
Elementary School	0.26	0.14	0.07	0.27
Middle School	0.12	0.06	0.03	0.13
High School	0.14	0.07	0.04	0.14

II. School Facility Enrollment Capacities

Elementary School	600
Middle School	675
High School	900

III. School Site Acreage Requirements

Elementary School	10
Middle School	25
High School	50

IV. Developed Land Value

The district uses a fixed \$136,076 value per acre.

Exhibit B**School District Methodology**

Based on the School District Planning Standards contained in Exhibit A and the presumption of developed land value of \$136,076/acre, calculation of land dedication or in-lieu payments uses the following procedures:

Single Family Detached Housing*Elementary School Procedure*

(10 acres ÷ 600 students = 0.017 acres/student)

$$1. 0.26 \times 0.017 = 0.0044 \times \$136,076 = \$590$$

Middle School Procedure

(25 acres ÷ 675 students = 0.037 acres/student)

$$1. 0.12 \times 0.037 = 0.0044 \times \$136,076 = \$605$$

High School Procedure

(50 acres ÷ 900 students = 0.056 acres/student)

$$1. 0.14 \times 0.056 = 0.0078 \times \$136,076 = \$1,058$$

Summary

The total land dedication or in-lieu payment per dwelling unit is:

	Land	In-Lieu Payment
Elementary School	0.0044 acres	\$590
Middle School	0.0044 acres	\$605
High School	0.0078 acres	\$1,058
TOTAL	0.0166 acres	\$2,253

Single Family Attached Housing*Elementary School Procedure*

(10 acres ÷ 600 students = 0.017 acres/student)

$$2. 0.14 \times 0.017 = 0.0023 \times \$136,076 = \$318$$

Middle School Procedure

(25 acres ÷ 675 students = 0.037 acres/student)

$$2. 0.060 \times 0.037 = 0.0022 \times \$136,076 = \$302$$

High School Procedure

(50 acres ÷ 900 students = 0.056 acres/student)

$$2. 0.070 \times 0.056 = 0.0039 \times \$136,076 = \$529$$

Summary

The total land dedication or in-lieu payment per dwelling unit is:

	Land	In-Lieu Payment
Elementary School	0.0023 acres	\$318
Middle School	0.0022 acres	\$302
High School	0.0039 acres	\$529
TOTAL	0.0084 acres	\$1,149

Multifamily Development*Elementary School Procedure*

(10 acres ÷ 600 students = 0.017 acres/student)

$$3. 0.070 \times 0.017 = 0.0012 \times \$136,076 = \$159$$

Middle School Procedure

(25 acres ÷ 675 students = 0.037 acres/student)

$$3. 0.030 \times 0.037 = 0.0011 \times \$136,076 = \$151$$

High School Procedure

(50 acres ÷ 900 students = 0.056 acres/student)

$$3. 0.040 \times 0.056 = 0.0022 \times \$136,076 = \$302$$

Summary

The total land dedication or in-lieu payment per dwelling unit is:

	Land	In-Lieu Payment
Elementary School	0.0012 acres	\$159
Middle School	0.0011 acres	\$151
High School	0.0022 acres	\$302
TOTAL	0.0045 acres	\$612

Manufactured Home Dwelling*Elementary School Procedure*

$(10 \text{ acres} \div 600 \text{ students} = 0.017 \text{ acres/student})$

$$4. 0.270 \times 0.017 = 0.0045 \times \$136,076 = \$612$$

Middle School Procedure

$(25 \text{ acres} \div 675 \text{ students} = 0.037 \text{ acres/student})$

$$4. 0.130 \times 0.037 = 0.0048 \times \$136,076 = \$655$$

High School Procedure

$(50 \text{ acres} \div 900 \text{ students} = 0.056 \text{ acres/student})$

$$4. 0.140 \times 0.056 = 0.0078 \times \$136,076 = \$1,058$$

Summary

The total land dedication or in-lieu payment per dwelling unit is:

	Land	In-Lieu Payment
Elementary School	0.0045 acres	\$612
Middle School	0.0048 acres	\$655
High School	0.0078 acres	\$1,059
TOTAL	0.0171 acres	\$2,326

CITY OF GREELEY, COLORADO
RESOLUTION NO. 29, 2020

A RESOLUTION OF THE CITY OF GREELEY COUNCIL AUTHORIZING THE
CITY TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT
CONCERNING LAND DEDICATIONS OR PAYMENTS IN-LIEU FOR SCHOOL
PURPOSES WITH THE WELD RE-4 SCHOOL DISTRICT

WHEREAS, local governments are encouraged and authorized to cooperate or contract with other units of government, pursuant to section 29-20-105, C.R.S., for the purpose of planning or regulating the development of land, including, but not limited to, the joint exercise of planning, zoning, subdivision, building, and related regulations; and

WHEREAS, Section 22-54-102(3)(a), C.R.S., authorizes local governments to cooperate with school districts through intergovernmental agreements to fund, construct, maintain, or manage capital construction projects, provided that funding is provided by a source of local government revenue that is otherwise authorized by law; and

WHEREAS, pursuant to section 31-23-206, C.R.S., the City of Greeley (“the City”) has adopted through the City of Greeley Comprehensive Plan various goals, policies, and supporting data in order to plan for the orderly growth of the City; and

WHEREAS, pursuant to sections 31-23-301 and -303, C.R.S., the City is furthermore authorized to regulate and restrict the density of population of the City for the purpose of promoting health, safety, morals, and general welfare of the community; and to adopt regulations in accordance with the comprehensive plan to facilitate the adequate provision of schools; and

WHEREAS, the growth in residential land development in the City necessitates the building of additional school facilities and making improvements to existing school facilities in order to accommodate the corresponding increases in the student population. The dedication of sites and land areas for schools, or payments in lieu thereof (“in-lieu payments”), made in connection with new residential construction within the City, will help to meet such demand; and

WHEREAS, the Weld RE-4 School District (“the School District”) has adopted certain planning standards and a methodology for calculating the nature and extent of the impact any proposed land-use approval by the City will have on the adequacy of school sites for the School District and the future residents thereof; and

WHEREAS, the City is authorized by state and local law to adopt appropriate ordinances and regulations for the purpose of promoting and preserving the public health, safety, and welfare of the citizens of the City; and,

WHEREAS, there is an essential nexus between the need for the dedication of school sites or in-lieu payments and the legitimate local governmental interest of promoting and preserving the public health, safety, and welfare of the citizens of the City and the School District; and

WHEREAS, in order to provide adequate school facilities to serve new residential land developments, it is imperative that the School District be consulted regarding land dedication or in-

lieu payments for school sites in order to achieve rational and cost-effective planning and to assure that the dedication or in-lieu payment requirements are roughly proportional to the impact of the proposed use on the City and School District, and

WHEREAS, school land dedication or in-lieu payments serve to implement the City's Comprehensive Plan, by making provisions for public improvements in a manner appropriate for a modern, efficiently functioning City; and by implementing those provisions of the Plan that are intended to ensure that new development does not negatively impact the provision of municipal services. Such dedication or in-lieu payments specifically promote Council's Goal EH-4: "Support and collaborate with the city's school districts" and Objective EH-4.1: "[W]ork with the school districts and developers of residential projects to set aside sites for schools needed to serve their developments;" and

WHEREAS, in cases where annexation is proposed, resulting in future zoning and subdivision, the City has an affirmative requirement, per section 31-12-108.5(1), C.R.S., to prepare a report prior to annexation addressing the effect of the proposed annexation upon the School District "including the estimated number of students generated and the capital construction required to educate such students." Upon completion of a statutorily required public hearing, the City must determine whether the state statutory requirements for annexation are met, and whether additional terms and conditions should be imposed; and

WHEREAS, the City, upon consideration of the effect of residential land developments and the ability of the School District to provide school facilities in the City, has determined that it is in the best interests of the citizens of the City to enter into an Intergovernmental Agreement with the School District for the purpose of providing for the dedication of land for school sites or payments in lieu thereof as provided in this Agreement; and

WHEREAS, the City and School District desire to define their respective rights and obligations with respect to the planning, collection, and use of such land dedications and in-lieu payments.

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

Section 1. City Council hereby authorizes the mayor to enter into that Intergovernmental Agreement, attached hereto as Exhibit A, and incorporated herein by reference.

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

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

PASSED AND ADOPTED, SIGNED AND APPROVED, THIS 16TH DAY OF JUNE, 2020.

ATTEST:



City Clerk

THE CITY OF GREELEY,
COLORADO

Mayor

**INTERGOVERNMENTAL AGREEMENT CONCERNING LAND
DEDICATIONS OR PAYMENTS IN-LIEU FOR SCHOOL PURPOSES**

THIS AGREEMENT is entered into by and between the Weld County School District RE-4 ("School District"), a political subdivision of the State of Colorado, and the City of Greeley, Colorado ("City"), a municipal corporation of the State of Colorado, to be effective as of the 16th day of June, 2020 ("Effective Date").

RECITALS

A. Local governments are encouraged and authorized to cooperate or contract with other units of government, pursuant to section 29-20-105, C.R.S., for the purpose of planning or regulating the development of land, including, but not limited to, the joint exercise of planning, zoning, subdivision, building, and related regulations.

B. Section 22-54-102(3)(a), C.R.S., authorizes local governments to cooperate with school districts through intergovernmental agreements to fund, construct, maintain, or manage capital construction projects, provided that funding is provided by a source of local government revenue that is otherwise authorized by law.

C. Pursuant to section 31-23-206, C.R.S., the City has adopted through the City of Greeley Comprehensive Plan various goals, policies, and supporting data in order to plan for the orderly growth of the City.

D. Pursuant to sections 31-23-301 and -303, C.R.S., the City is furthermore authorized to regulate and restrict the density of population of the City for the purpose of promoting health, safety, morals, and general welfare of the community; and to adopt regulations in accordance with the comprehensive plan to facilitate the adequate provision of schools.

E. The growth in residential land development in the City necessitates the building of additional school facilities and making improvements to existing school facilities in order to accommodate the corresponding increases in the student population. The dedication of sites and land areas for schools, or payments in lieu thereof ("in-lieu payments"), made in connection with new residential construction within the City, will help to meet such demand.

F. The School District has adopted certain planning standards and a methodology for calculating the nature and extent of the impact any proposed land-use approval by the City will have on the adequacy of school sites for the School District and the future residents thereof.

G. The City is authorized by state and local law to adopt appropriate ordinances and regulations for the purpose of promoting and preserving the public health, safety, and welfare of the citizens of the City.

H. There is an essential nexus between the need for the dedication of school sites or

in-lieu payments and the legitimate local governmental interest of promoting and preserving the public health, safety, and welfare of the citizens of the City and the School District.

I. In order to provide adequate school facilities to serve new residential land developments, it is imperative that the School District be consulted regarding land dedication or in-lieu payments for school sites in order to achieve rational and cost-effective planning and to assure that the dedication or in-lieu payment requirements are roughly proportional to the impact of the proposed use on the City and School District.

J. School land dedication or in-lieu payments serve to implement the City's Comprehensive Plan, by making provisions for public improvements in a manner appropriate for a modern, efficiently functioning City; and by implementing those provisions of the Plan that are intended to ensure that new development does not negatively impact the provision of municipal services. Such dedication or in-lieu payments specifically promote Council's Goal EH-4: "Support and collaborate with the city's school districts" and Objective EH-4.1: "[W]ork with the school districts and developers of residential projects to set aside sites for schools needed to serve their developments."

K. In cases where annexation is proposed, resulting in future zoning and subdivision, the City has an affirmative requirement, per section 31-12-108.5(1), C.R.S., to prepare a report prior to annexation addressing the effect of the proposed annexation upon the School District "including the estimated number of students generated and the capital construction required to educate such students." Upon completion of a statutorily required public hearing, the City must determine whether the state statutory requirements for annexation are met, and whether additional terms and conditions should be imposed.

L. The City, upon consideration of the effect of residential land developments and the ability of the School District to provide school facilities in the City, has determined that it is in the best interests of the citizens of the City to enter into an Intergovernmental Agreement with the School District for the purpose of providing for the dedication of land for school sites or payments in lieu thereof as provided in this Agreement.

M. The City and School District desire to define their respective rights and obligations with respect to the planning, collection, and use of such land dedications and in-lieu payments.

AGREEMENT

NOW, THEREFORE, in consideration of the objectives, policies, and findings expressed in the Recitals to this Agreement, incorporated by this reference, and the mutual promises contained in this Agreement, the City and School District agree as follows:

1. Definitions. Capitalized terms used herein and not otherwise defined have the meanings specified below:

"Developer" means the person or entity seeking land-use approval from the City and the party responsible for land dedication or in-lieu payments hereunder.

"Dwelling Unit" means a housekeeping unit designed and used for occupancy by a single individual or a family, containing cooking, living, sleeping, and sanitary facilities and having a separate entrance.

"Land Development Project" or "Project" means any proposed annexation, subdivision approval or any subsequent amendment to a previously approved development proposal that will result in new or additional Dwelling Units or a population density or population greater than that contemplated by the previously approved development proposal.

"Methodology" means the formulas, based upon the School Planning Standards, for calculating land dedication requirements and in-lieu payments, as shown on Exhibit B, attached hereto and incorporated by this reference, as amended from time to time as provided herein.

"School Planning Standards" or "Standards" means the adopted School District land use standards set forth on Exhibit A, attached hereto and incorporated by this reference, as amended from time to time as provided herein, that include student yields per dwelling unit for separate school levels, school facility enrollment capacities, school site acreage requirements, and the fair market value of real property that is located within the boundaries of both the City and the School District.

2. Determination of Land Dedication or In-Lieu Payment Requirements.

a. The City and School District find and agree that the current School Planning Standards in Exhibit A are reasonable, that there is an essential nexus between the dedication or payment contemplated and a legitimate local government interest, and that the dedication or payment is roughly proportional both in nature and extent to the impact of the proposed Land Development Project. The City and School District furthermore agree that the current School Planning Standards in Exhibit A will be administratively reviewed annually by both the School District and the City no later than April 1 of each calendar year and adjusted by mutual agreement as needed so that the then-current Standards will apply to any proposed Land Development Project thereafter.

b. Prior to or at the time that any proposed plans are submitted to the City for any Land Development Project, the Superintendent of the School District or a designee will meet with the Developer, for the purpose of determining whether the School District desires the dedication of any land for schools within the Project, consistent with the School Planning Standards. In the event the School District requests a dedication of land that, based upon the application of the Standards and Methodology, results in a parcel that in itself would be of insufficient size for a school site, the School District agrees to discuss with the Developer:

- i. the potential reservation by the Developer or acquisition by the School District of the balance of the property needed to provide an adequate site; or
- ii. an in-lieu payment as provided in this Agreement in the event the dedication of sites and land areas is not deemed feasible or in the best interests of the School District.

c. Upon formal submission of an application for any proposed Land Development Project to the City, the City will submit the Developer's proposal to the School District for its review, comments, and recommendations concerning the adequacy of school sites and facilities within the context of the proposed Land Development Project. The School District will promptly review the proposal and submit its comments and recommendations to the City.

d. The School District will make a determination concerning the impact of the Project upon the adequacy of school sites and facilities based upon the School Planning Standards which are in effect at the time the Developer's proposal is submitted by the City to the School District for its review.

e. Upon receipt of the School District's determination as to whether land should be dedicated, the City will, to the extent permitted by law, implement said determination as provided in subsection (f) below.

f. The City agrees that as a condition of final approval of a subdivision plat for a Land Development Project, it will: (i) require proof of the dedication of land or the appropriate reservation of land for future dedication to the School District in accordance with Section 3 below, or (ii) require proof that the cash-in-lieu payment, as described in Section 4 below, has been paid to and received by the School District. The Superintendent of the School District, or the Superintendent's designee, will provide such proof in a timely manner to the Community Development Department of the City. This requirement will apply to each Land Development Project for which application is made on or after the effective date of this Agreement, subject only to the exemptions contained in Section 7 below.

3. Conveyance of Dedicated Land.

a. If land is to be dedicated to the School District as part of the approval of any Land Development Project, the School District will notify the City in writing. Upon receipt of such notification, the City will thereafter accept the final plat for the Land Development Project, or any portion of it, for recording only if such plat provides for the contemporaneous dedication and conveyance of such land to the School District.

b. If land is to be reserved for future dedication to the School District as part of the approval of any Land Development Project, the School District will so notify the City in writing. Upon receipt of such notification, the City will thereafter accept the final plat for the Land Development Project, or any portion of it, for recording only if such plat shows the reservation of such land for such future dedication to the School District. Dedication of the reserved site shall occur no later than the date of final approval of the Land Development Project that includes the reserved site. The School District will promptly certify to the City in writing that the dedication has been made. In the event that the School District determines, in its sole discretion, that the dedication of a reserved site is necessary prior to the issuance of any building permit for the Project within which such site is located, the School District will so notify the person(s) shown by the records of the Weld County Assessor as being the then-current owner(s) of such site. Said notice will be sent by certified mail, return receipt requested. Within 60 days of the mailing of

said notice, the reserved property that is the subject of the mailing shall be dedicated to the School District by the owner(s) thereof, as a condition of the City's final approval of the Land Development Project.

c. Prior to the issuance of the first residential building permit for the Land Development Project, the dedicated site shall have raw water dedicated, overlot grading, direct access to a publicly dedicated street improved to City standards, and utilities stubbed to the site.

d. Title to the dedicated site shall be conveyed to the School District by general warranty deed, free and clear of all liens, encumbrances, and exceptions (except those approved in writing by the School District), including, without limitation, real property taxes, which will be prorated, and paid as of, the date of conveyance. The Developer will provide a title insurance commitment and policy in an amount equal to the fair market value of the dedicated property, as a condition of the City's final approval of the Land Development Project.

e. The City and the School District agree that the substance of the preceding Subsections 3(a) through 3(d) will be required to be set forth in any preliminary, final, or annexation plats before any such plat will be approved by the City.

4. Assessment and Amount of In-Lieu Payment.

In the event that the School District determines, under Section 2 above, that the dedication of land with respect to a particular Land Development Project would not further the planning objectives of the School District, either because the parcel that could be required to be dedicated would be of insufficient size for a school site or because the location of the dedicated site would be inappropriate, then the amount of the in-lieu payment will be determined and paid to the School District, according to the Methodology then in effect, prior to approval and recording of the final plat for the Land Development Project. In the event the Developer obtains approval from the City for the phasing of the Land Development Project that results in separate filings and final plats for each phase, the Developer may defer the payment of the in-lieu payment until the recording of the final plat for each phase; provided, however, that in such case the amount of the payment will be based upon the School Planning Standards and Methodology in effect at the time of the approval of each phase.

5. Methodology for Assessing In-Lieu Payments

a. The parties agree that the Methodology has been developed in a manner so as to fairly apportion the cost of acquiring school sites made necessary by residential development, and to ensure that any in-lieu payments will be used for the purposes of school site acquisition and development and capital facilities planning within the School District boundaries senior high school feeder attendance area boundaries that include the Land Development Project for which the payment is being made, unless mutually agreed in writing by the Developer, School District, and City. All dedication requirements and in-lieu payments will be based upon the School Planning Standards and the Methodology, as the same may be amended from time to time in accordance with subparagraph (b) below and Section 2(a), which are in effect at the time the Developer applies for land-use approval.

b. The Methodology adopted pursuant to the provisions of this Agreement will be updated annually from the date of its submission to the City, or less often, as determined by the School District. The updated version of Exhibit B, reflecting such changes, will be furnished to the City within thirty (30) days after their adoption by the School District.

6. Collection, Deposit, and Expenditure of In-Lieu Payments.

a. All in-lieu payments paid to the School District shall be properly identified and promptly deposited into a separate interest-bearing account in the name of the School District authorized by sections 24-75-601 to -605, C.R.S. The School District will be the owner of the funds in the account.

b. The funds deposited into the account will be earmarked and expended solely for the purposes of school site acquisition and development and capital facilities planning within the senior high school feeder attendance area boundaries that include the Land Development Project for which the payment was made. The time for, nature, method, and extent of such planning or development will be within the sole discretion of the School District.

7. Exemptions.

a. The following will be exempted from land dedication or in-lieu payment requirements:

- i. Alteration or expansion of a Dwelling Unit.
- ii. Replacement of a Dwelling Unit.
- iii. Construction of an accessory building, or structure.
- iv. Long-term care facilities or group homes as defined in the City's municipal code.
- v. Commercial and industrial developments.

b. Any claim of exemption as provided in this Section 7 shall be made no later than the time of submission of the Project for approval. Any claim not so made may be deemed by the School District and the City to have been waived by the Developer.

8. Annual Report, Accounting, and Audit.

a. The School District will establish and maintain an accounting system to ensure that all in-lieu payments are expended in accordance with Section 6(b) above.

b. The School District and the City will cause an audit to be performed annually of the in-lieu payments collected and expended in accordance with this Agreement. The audit will be conducted in accordance with generally accepted accounting principles for governmental

entities and may be part of any general audit annually conducted by the School District. A copy of said audit will be furnished to the City. The cost of the audit will be paid from the School District's general fund.

c. At any time deemed necessary, the City may request an accounting from the Superintendent of the School District concerning the expenditure of the in-lieu payments made to the School District.

9. Term.

The term of this Agreement will commence on the Effective Date hereof and continue for a period of ten (10) years thereafter unless the City repeals the implementing ordinance adopted by the City concurrent with this Agreement. This Agreement will automatically renew for additional ten (10) year periods unless one party notifies the other of intent to non-renew at least 30 days prior to expiration of the then current term.

10. Miscellaneous.

a. Faith and Credit. Neither party will extend the faith or credit of the other to any third person or entity.

b. Amendments. This Agreement may be amended only by mutual agreement of the parties, evidenced by a written instrument authorized and executed with the same formality as accorded this Agreement.

c. Notice. Any notice required by this Agreement shall be in writing. If such notice is hand delivered or personally served, it will be effective immediately upon such delivery or service. If given by mail, it will be by certified mail, return receipt requested, and addressed to the following addresses:

City of Greeley
1000 10th Street
Greeley, CO 80631
Attention: City Manager

Weld County School District RE-4
1020 Main Street
Windsor, CO 80550
Attention: Superintendent of Schools

Notice given by mail will be effective three days after it is deposited in the United States mail depository correctly addressed and with sufficient postage for delivery.

d. Governing Law. This Agreement and the rights and obligations of the parties hereto will be interpreted and construed in accordance with the laws of the State of Colorado.

e. Severability. If this Agreement, or any portion of it, is for any reason held invalid or unconstitutional by any court of competent jurisdiction, the Parties will deem that portion to be a separate, distinct, and independent provision, and such holding will not affect the validity of the remaining portions of the Agreement.

f. Indemnification. The City agrees to cooperate in the defense of any legal action that may be brought contesting the validity of this Agreement or the implementing ordinances. The School District will be responsible for defending such claim (whether filed against the City, the School District, or both) and for the payment of any final monetary judgment entered against the City in any such action. Nothing contained in this Agreement constitutes any waiver for the City or the School District of the provisions of the Colorado Governmental Immunity Act or other applicable immunity defense. This provision will survive termination of the Agreement, and be enforceable until all claims are precluded by statutes of limitation.

g. Survival. Any provision or obligation of this Agreement, for the benefit of either party, that has not been fully performed or discharged at the time of termination will survive such termination and continue to bind the party until the expiration of any applicable legal or equitable period of limitation.

h. Financial Obligations. This Agreement is not a pledge of the credit of the City or the School District, or a collection or payment guarantee by the City to the School District. Nothing in this Agreement may be construed to create a multiple-fiscal year direct or indirect municipal or district debt or financial obligation.

i. No Third Party Beneficiaries. None of the terms, conditions, or covenants in this Agreement gives or allows any claim, benefit, or right of action by any third person not a party hereto. Any person other than the City or the School District receiving services or benefits under this Agreement is only an incidental beneficiary.

j. Recording of Agreement. This Agreement will be recorded by the School District with the Weld County Clerk and Recorder.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, which is in full force and effect the day and year first above written.

[Signature Page Is Next Page.]

CITY OF GREELEY, COLORADO

By: [Signature]
Mayor

Date: 7/15/20



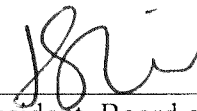
[Signature] Interim
CITY ATTORNEY
TO LEGAL FORM:

By: [Signature]
City Attorney

APPROVED AS TO CONTENT:

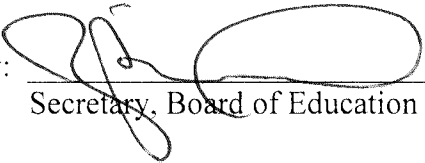
By: [Signature]
City Manager

WELD COUNTY SCHOOL DISTRICT RE-4

By: 
President, Board of Education

Date: 6/15/2020

ATTEST:

By: 
Secretary, Board of Education

APPROVED AS TO LEGAL FORM:

By: Caplan & Earnest
School District Attorney

Exhibit A: School District Planning Standards

Student Yields

Elementary	0.330
Middle School	0.160
High School	0.210
Total	0.700

Capacity

Elementary	600
Middle School	900
High School	1200

Site Requirements

Elementary	10 acres
Middle School	25 acres
High School	50 acres

Developed Land Value \$ 156,000

Exhibit B: Methodology for Calculating Land Dedication and In-lieu Payments

	Student Yield	Site Requirement Acres	Capacity	Acres Per Student	Acres Per Unit	Land Value	Cash In Lieu
Single Family - d							
Elementary	0.330	10	600	0.017	0.00550	\$ 156,000	\$ 858
Middle School	0.160	25	900	0.028	0.00444	\$ 156,000	\$ 693
High School	0.210	50	1200	0.042	0.00875	\$ 156,000	\$ 1,365
Total	0.700	85		0.086	0.01869		\$ 2,916
Single Family - a							
Elementary	0.150	10	600	0.017	0.00250	\$ 156,000	\$ 390
Middle School	0.070	25	900	0.028	0.00194	\$ 156,000	\$ 303
High School	0.080	50	1200	0.042	0.00333	\$ 156,000	\$ 520
Total	0.300	85		0.086	0.00778		\$ 1,213
Multi Family							
Elementary	0.210	10	600	0.017	0.00350	\$ 156,000	\$ 546
Middle School	0.100	25	900	0.028	0.00278	\$ 156,000	\$ 433
High School	0.050	50	1200	0.042	0.00208	\$ 156,000	\$ 325
Total	0.360	85		0.086	0.00836		\$ 1,304
Mobile Homes							
Elementary	0.289	10	600	0.017	0.00482	\$ 156,000	\$ 751
Middle School	0.146	25	900	0.028	0.00406	\$ 156,000	\$ 633
High School	0.165	50	1200	0.042	0.00688	\$ 156,000	\$ 1,073
Total	0.600	85		0.086	0.01575		\$ 2,457



Request - Weld RE-5J School District Intergovernmental Agreement

**Brian McBroom, Community Development Director
City Council Work Session | January 9, 2024**



Agenda

1. School District IGA Purpose
2. Existing School District IGAs
3. Possible Johnstown-Milliken Weld RE-5J IGA
4. Council Direction

School District IGA Purpose

- IGAs are used to require housing developers to dedicate land for future school sites
- If no suitable land exists within the development for a school site, the developer would pay cash-in-lieu of land dedication so that the school district can purchase land nearby to serve the development

Existing School District IGAs

- Greeley is served by four school districts
- Greeley entered IGAs with three districts in 2020
 - Greeley-Evans School District 6
 - Eaton School District RE-2
 - Windsor-Severance School District RE-4

Existing School District IGAs

- Each agreement uses the same template to detail the process of dedication and cash-in-lieu
- Each agreement is customized based on:
 - Student yields per dwelling
 - Enrollment capacities
 - School site acreage requirements
 - Land value

Possible Weld RE-5J IGA

- Johnstown-Milliken School District RE-5J is the only district serving Greeley without an IGA
- Almost seven square miles of Greeley's Long Range Expected Growth Area is served by RE-5J
- Zoning for future neighborhoods is getting established
- RE-5J completed a needs analysis in 2022 and is seeking IGAs with municipalities (Johnstown adopted)

Council Direction

- Questions for staff
- Should staff proceed with drafting an IGA?
- Does Council desire an executive session to instruct staff?

Thank you





Work Session Agenda Summary

January 9, 2024

Key Staff Contact: John Hall, Economic Development Director

Title:

16th Street Enhancement Project Update - Business Assistance

Background:

The 16th Street Enhancement project is scheduled to begin in May 2024. The project will be constructed in three phases with an anticipated completion date of November 2024. Upon completion, the project will provide traffic-calming and improved safety, a more pedestrian-friendly walking environment, assist in area economic revitalization, and improve the connection between the neighborhood and the UNC campus.

During the construction period, some business disruption may occur that could result in decreased sales by adjacent business. Some of these disruptions will include limited pedestrian or vehicular access. To assist businesses in preparing for disruptions, staff has been conducting regular outreach to potentially impacted businesses, including meetings, email, and phone calls since February 2023. This outreach will continue before and during project construction in 2024.

In addition to this outreach, Council has asked staff to provide information on potential business assistance that could be considered to help offset the negative impacts of project execution. Research on other cities has found a variety of business assistance programs designed to address the impacts of significant public works projects, which will be part of the presentation.

Staff seeks direction from the City Council regarding the potential creation of a limited-duration business assistance program related to the 16th Street Enhancement project.

Strategic Focus Area:



Business Growth



Community Vitality



Infrastructure and Mobility

Attachments:

1. 6- Presentation 16th Street Update



16th Street Enhancement (11th Avenue to 7th Avenue) Project Update – Business Outreach and Assistance

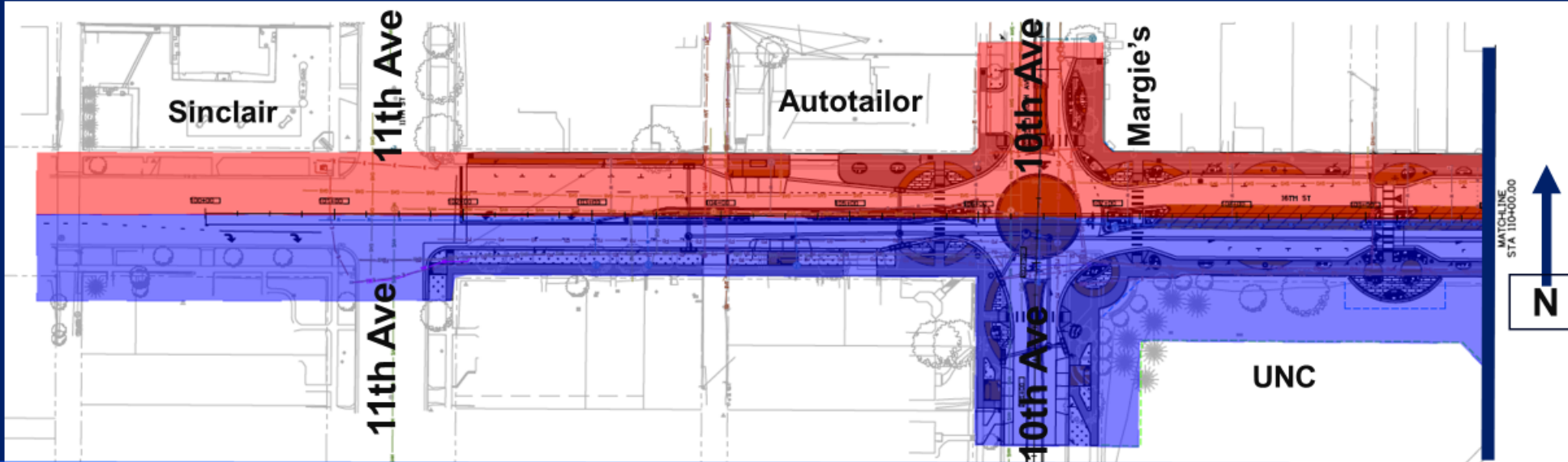
**John Hall, Director of Economic Development
Paul Trombino, Director of Public Works
City Council Work Session | January 9, 2024**



Agenda

- Project goals and phasing
- Project status and timing
- Business outreach summary
- Potential business impacts
- Summary of what other cities are doing
- Possible business assistance approaches
- Request consensus for staff to proceed with work to formalize a program

Project Goals and Phasing-16th St: 11th Ave to 7th Ave



Project Goals:

- Improved safety
- Walkable environment
- Revitalize the corridor
- Maintain parking
- Better connection between UNC/Downtown
- Enhanced landscaping

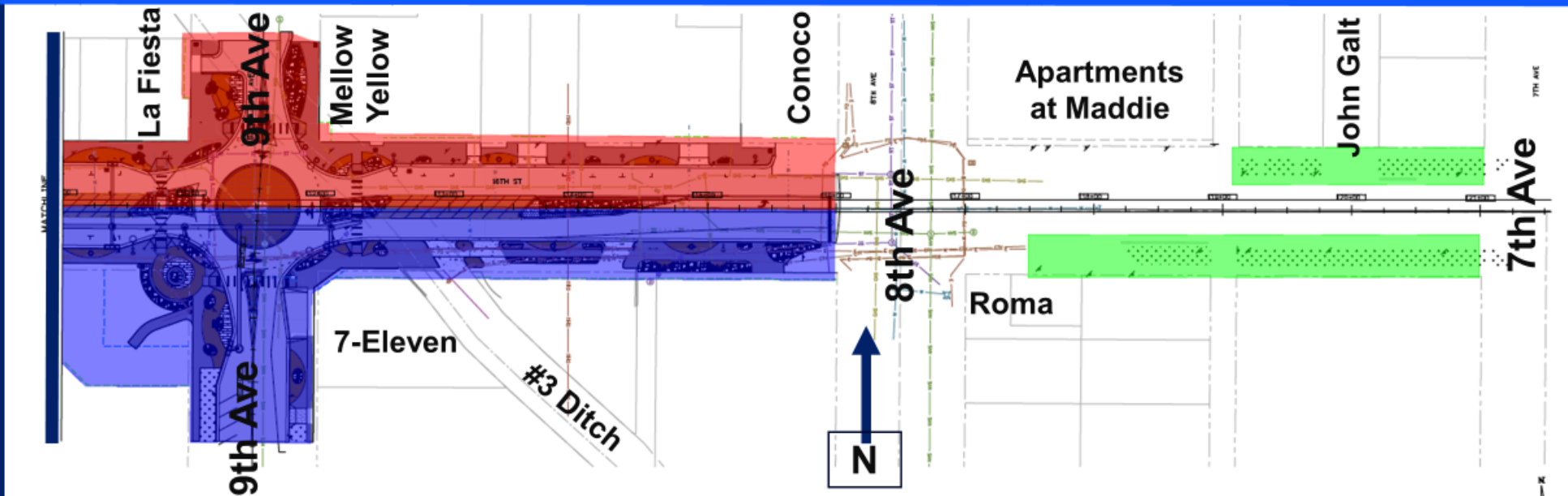
Anticipated Construction*:

- Phase 1: May to July
- Phase 2: Aug to Oct
- Phase 3: Aug to Oct

Key Contractor Incentives

- Underground utility work completion by June
- Construction completion by November

*Subject to Contractor bid, schedule, and engagement process with Businesses



LEGEND

- PHASE 1
- PHASE 2
- PHASE 3 (CAN BE COMPLETED CONCURRENTLY WITH PHASES 1 AND/OR 2)

NOTES

1. ASSUMING 2-3 MONTHS PER PHASE
2. INCENTIVE FOR COMPLETING UNDERGROUNDING EARLY (BY JUNE)
3. INCENTIVE FOR COMPLETING CONSTRUCTION BY THANKSGIVING.

DISINCENTIVE FOR CONSTRUCTION GOING INTO DECEMBER AND BEYOND.

Project Status and Timing

- Project out for bid in late February 2024
- Contract awarded in March 2024
- Contractor, businesses and resident meeting in April 2024
- Notice to proceed for construction in May 2024
- Construction completion of November 2024

Business Outreach Summary (to-date)

- Team members walked the corridor going door to door:
 - February 2, 2023
 - May 19, 2023
 - August 14, 2023
- Project team meetings with property owners and businesses:
 - February 20, 2023
 - June 6, 2023
 - August 22, 2023
- Email and phone calls to businesses ten times: February 12 through August 22
- Next email and walk: January 2024
- Next meeting: April 2024

Potential Business Impacts

- Eight (8)-month construction period
- Three phases of two (2) to three (3) months each
- Limited access – both pedestrian and vehicular
- Reduced parking access
- Disruptions in utility service
- Reduced patronage
- Reduced revenues

Possible Business Assistance Approaches

What are other cities doing?

	Project	Guidelines	Max. \$ per business	Requirements
Fort Collins, CO	College and Trilby intersection improvements – Capital Project Grant	Within defined geography surrounding project	\$2,000	Application W-9 Reporting
Denver, CO	16 th Street Mall reconstruction Mitigation Program	Less than \$5 million in gross revenue; within defined geography	\$2,000 for enhanced marketing and promotion to prepare for construction	Application Business License W-9
Denver, CO	16 th Street Mall reconstruction Stabilization Program	Greater than \$30,000 in gross revenue but under \$5 million; Demonstrated revenue of impact of 10% or greater; within a defined geography	\$7,500 for businesses with gross revenue under \$100,000; \$15,000 if gross revenue over \$100,000	Application Business License W-9
Santa Ana, CA	Orange County Streetcar construction	Maximum of 50% of rent/lease for 6 months; within defined geography	Not-to-exceed \$10,000 per business	Application Business License Lease/rent agreement W-9 Certificate of Occupancy ID of business owner
Los Angeles, CA	Business Interruption Fund – Crenshaw/LAX Transit project	Directly impacted Located within geographic area 25 or fewer employees Continuous operation for 2 years Must be in good standing	Maximum of \$50,000 or 60% of annual revenue loss	Application Appointment Financial information Business license
Philadelphia, PA	Emergency Grant Fund for hardship	Impacted by disruptive public works project Independently owned Good standing Demonstrated financial need Documentation	Up to \$20,000 per business	W9 and Federal Tax Return Have necessary permits to operate Estimate of annual revenue Debt schedule Number of employees

Possible Business Assistance Options

1. Continued Outreach, Information and Coordination
2. #1 and a flat amount of grant assistance to a maximum per business
3. #1 and grant assistance based on demonstrated loss of revenue over the period of construction

Council Feedback and Direction

- What questions do you have?
- Would you like more information?
- Is there consensus to proceed with a specific approach?
- Is there a consensus for staff to proceed with work to formalize a program?

Thank you





Work Session 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 Work Session Schedule regarding any upcoming meetings or events.

Attachments

Council Meetings and Other Events Calendar

Council Meeting and Work Session Schedule

Status Report of Council Initiatives and Related Information

January 8, 2024 - January 14, 2024

January 2024							February 2024						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5	6				1	2	3
7	8	9	10	11	12	13		4	5	6	7	8	9
14	15	16	17	18	19	20		11	12	13	14	15	16
21	22	23	24	25	26	27		18	19	20	21	22	23
28	29	30	31					25	26	27	28	29	

Monday, January 8

 **8:30am - 9:30am Colorado Legislative Session - Preview (Hall, DeBoutez)** (University of Northern Colorado Campus Commons; 1051 22nd Street; Multipurpose Room, 1st Floor; Greeley, CO 80639) - Council Master Calendar

Tuesday, January 9

 **6:00pm - 6:30pm City Council Work Session Meeting** (R_CCS_Council Chambers Overflow Room 103; R_CCS_Council Chambers - WiFi Ready) - Council Master Calendar 

Wednesday, January 10

Thursday, January 11

 **6:30pm - 8:00pm Highway 85 Coalition/Mayors Bullseye Meeting** (Changes with each meeting) - Council Master Calendar 

Friday, January 12

Saturday, January 13

Sunday, January 14

January 15, 2024 - January 21, 2024

January 2024							February 2024						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5	6				1	2	3
7	8	9	10	11	12	13		4	5	6	7	8	9
14	15	16	17	18	19	20		11	12	13	14	15	16
21	22	23	24	25	26	27		18	19	20	21	22	23
28	29	30	31					25	26	27	28	29	

Monday, January 15

Tuesday, January 16

 **6:00pm - 6:30pm City Council Meeting** (R_CCS_Council Chambers - WiFi Ready; R_CCS_Council Chambers Overflow Room 103) - Council Master Calendar 

Wednesday, January 17

 **7:30am - Visit Greeley (Butler)** (902 7th Ave Greeley) 

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

Thursday, January 18

 **7:30am - 8:30am Downtown Development Authority (DeBoutez/Butler)** (802 9th St #100, Greeley, CO 80631) 

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

Friday, January 19

Saturday, January 20

Sunday, January 21

January 22, 2024 - January 28, 2024

January 2024						
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		

February 2024						
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	

Monday, January 22

11:30am - 12:30pm Greeley Chamber of Commerce (Hall) ↻

Tuesday, January 23

6:00pm - 6:30pm City Council Work Session Meeting
(R_CCS_Council Chambers - WiFi Ready; R_CCS_Council Chambers
Overflow Room 103) - Council Master Calendar ↻

Wednesday, January 24

7:30am - 8:30am 1st Quarter 2024 Joint Breakfast - Board of
County Commissioners/City of Greeley (Epic Egg West, 3830 10th
Street, Suite C1, Greeley) - Council Master Calendar

Thursday, January 25

6:00pm - 7:00pm BOCC & Weld Municipalities Quarterly
Conference Call (Teams) - Council Master Calendar

Friday, January 26

Saturday, January 27

Sunday, January 28

January 29, 2024 - February 4, 2024

January 2024						
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		

February 2024						
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	

Monday, January 29

Tuesday, January 30

Council Meeting- Cancelled 5th Tuesday of Month

Wednesday, January 31

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

Thursday, February 1

7:30am - Poudre River Trail (Hall)

8:00am - 5:00pm Council Retreat (Aims Community College; (Welcome Center)) - Council Master Calendar

3:30pm - IG Adv. Board (Butler)

6:00pm - 8:30pm North Front Range MPO Meeting (Olson/Payton)

Friday, February 2

8:00am - 5:00pm Council Retreat (Aims Community College; (Welcome Center)) - Council Master Calendar

Saturday, February 3

Sunday, February 4

City Council Meeting Scheduling 2023/2024			
	1/2/2024		
	This schedule is subject to change		
Date/Type	Description	Sponsor Presenter/Director or Project Manager	Placement/Time
January 09, 2024 Council Work Session	Current School District IGA Overview (15 min)	Brian McBroom	Work Session
	16th Street Project Update (15 min + Q&A)	Paul Trombino/John Hall	Work Session
January 16, 2024 Council Meeting	Proclamation - Black History Month (tentative)	Mayor	Intro
	Minutes- Dec 12 WS Dec 19, Jan 9 WS	Heidi Leatherwood	Consent
	A Motion- Designating posting sites for City Council meeting notices	Heidi Leatherwood	Consent
	A Motion - Designating Posting Sites for Boards and Commissions	Heidi Leatherwood	Consent
	Resolution authorizing the Community Development Director to apply for a Local Planning Capacity Grant from the Colorado Department of Local Affairs	Brian McBroom	Consent
	Intro & 1st Rdg Ord- Amending Title 8, Chapter 9 and Title 14, Chapter 10 of the Greeley Municipal Code relating to the sale of Tobacco products	Adam Turk	Consent
	Boards & Commissions Appointments	Heidi Leatherwood	Regular
January 23, 2024 Council Work Session	Finance Update – 2022 and 2023 Audits; Finance Department	Debbie Reid	Work Session
	Claims Reserve Fund	John Goodson	Work Session
	Master Tourism Plan Recommendations	Winna MacLaren	Work Session
	West Greeley 2075 Concept	Brian McBroom/Don Threewitt	Work Session
	Executive Session West Greeley Planning Project	Don Tripp/Brian McBroom	Work Session
February 1, 2024 - February 2, 2024 Council Retreat	Held at AIMS Welcome Center; 8 a.m. -5 p.m.	CCO/CMO	
February 06, 2024	Proclamation - Youth Art Month (tentative)	Mayor	Intro
	Greeley-Weld Housing Authority Update - Quarterly	Juliana Kitten	Intro

City Council Meeting Scheduling 2023/2024

	1/2/2024		
	This schedule is subject to change		
Date/Type	Description	Sponsor Presenter/Director or Project Manager	Placement/Time
February 06, 2024 Council Meeting	Minutes - Jan 16 CC; Jan 16 and 23 WS	Heidi Leatherwood/Sarah Jacobsen	Consent
	Year-end Financial Report	Robert Miller/Rhodney Rhodes	
	PH & 2nd Rdg - Amending Title 8, Chapter 9 and Title 14, Chapter 10 of the Greeley Municipal Code relating to the sale of Tobacco products	Adam Turk	Consent
February 13, 2024 Council Work Session	Small Business Land Use Center	Brian McBroom	Work Session
	Results of City of Greeley Polling	Kalen Myers	Work Session
February 20, 2024 Council Meeting	Minutes - Feb 6 CC; Feb 13 WS	Heidi Leatherwood	Consent
	Intro & 1st Rdg Ord- Campaign Contribution Limits and Election amendments	Heidi Leatherwood/Doug Marek	Consent
	Intro & 1st Rdg Ord- Mountain Vista PUD	Don Threewitt	Consent
	Boards & Commissions Appointments	Heidi Leatherwood	Regular
February 27, 2024 Council Work Session	Update on Customer Experience Initiative	?	Work Session
	Executive Session - City Council Appointee Feedback Session	Kimberly Southern-Weber/Heidi Brinkman	
March 05, 2024 Council Meeting	Proclamation - National Intellectual/Developmental Disabilities Awareness Month	Mayor	Intro
	Proclamation - National Nutrition Month	Mayor	Intro
	Proclamation - National Volunteer Week	Mayor	Intro
	Proclamation - National Ag Day	Mayor	Intro
	Minutes - Feb 20 CC; Feb 27 WS	Heidi Leatherwood	Consent
	PH & 2nd Rdg- Campaign Contributions Limits and Election Amendments	Heidi Leatherwood/Doug Marek	Regular
	PH & 2nd Rdg - Mountain Vista PUD	Don Threewitt	Regular
	Executive Session - City Manager Performance Review	Kimberly Southern-Weber/Heidi Brinkman	Exec. Session
March 12, 2024 Council Work Session	Metro District Standards Initial Discussion	Don Threewitt	Work Session

City Council Meeting Scheduling 2023/2024			
	1/2/2024		
	This schedule is subject to change		
Date/Type	Description	Sponsor Presenter/Director or Project Manager	Placement/Time
	Executive Session - City Attorney Performance Review	Kimberly Southern-Weber/Heidi Brinkman	Exec. Session
March 19, 2024 Council Meeting	Minutes - March 5 CC; March 12 WS	Heidi Leatherwood	Consent
	Intro & 1st Rdg Ord - Changes to CM & CA Contracts	HR (Martha Lanaghen)	Consent
	Boards & Commission Appointments	Heidi Leatherwood	Regular
	Executive Session - Municipal Court Judge Performance Review	Kimberly Southern-Weber/Heidi Brinkman	Exec. Session
March 26, 2024 Council Work Session	East Subarea Plan Kickoff	Brian McBroom/Don Threewitt	Work Session

Greeley City Council

Status Report of Council Initiatives

Initiative No.	Council Member Initiating	Council Request	Council Meeting or Work Session Date Requested	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	•Next grant application expected May 2023	Pending outcome of federal grant application submitted	Paul Trombino
03-2023	Butler	Campaign Contribution Limits	February 7, 2023 Council Meeting	•Presented at Nov 28 Work Session	•CAO to Draft an ordinance and schedule to bring it back to a Council Meeting	Doug Marek/ Heidi Leatherwood
04-2023	Hall	Pumpkin Ridge - Bridge	March 7, 2023 Council Meeting	•PW report provided to Council on March 24, 2023. Neighborhood meeting planned on June 29, 2023. •Included Raymond's 9/1/2023 Council Update	A Neighborhood meeting was held on December 13th with residents of Pumpkin Ridge. Approx. 28 people attended. PW proposed constructing a low-rise crossing at the current sidewalk location. Work is anticipated to occur in 2024.	PW
08-2023	DeBoutez	Public Nuisance Ordinance	May 9, 2023 Council Work Session	•Presented at December 12, 2023, Work Session	•1st Rdg Code Updates in first quarter	Doug Marek Brian McBroom
11-2023	Clark/Butler	Artificial turf and landscape standards	August 1, 2023 Council Meeting	•Come back to Council with a draft ordinance	Council consensus: Staff to bring back minor updates to the front yard landscaping regulations for consideration Late first quarter	Brian McBroom

1-2020	Hall	Follow-up on the Poudre River Trail-Narrows Project	August 1, 2023 Council Meeting	•The grant application, which will be submitted in October, will complete baseline river modeling in addition to an alternative alignment analysis which will also look at the existing alignment, with high level cost estimates for each alternative. The scope will also include a 30% design of the preferred alignment. Working with existing consultants, we've established an estimated cost for the design process to get to a 30% of roughly \$150,000. •Unless a new alignment comes out of the design process, utilizing the existing alignment or an alternative on the north side of the river identified by past studies will likely exceed \$2 million to completed design/permitting and construction for this section.	•NAT is pursuing a State Trails Planning grant to complete a 30% design for the Narrows section of the trail. If funded by the grant, which will be awarded in late 2023 or early 2024, design work could begin in early-to-mid 2024.	Paul Trombino/Diana Frick
12-2023	Butler	Funding Options Regarding the Greeley-Evans Transit	October 3 Council Meeting	Staff to bring back information for funding and ridership of the Greeley Evans Transit	•Preparing a presentation to bring to a future Council Work Session- pending scheduling date	Paul Trombino
13-2023	Hall	Grants Housing and Homeless Solutions Department has Received	12/20/2023	Provide report identifying the grants that were received so Councilmember Hall can provide to CML	• Juliana will work on gathering the data and creating a report	Juliana Kitten
14-2023	Butler	Charter Review	12/19/2023	Asked Staff to start process of Charter review	•Staff to report cost and feasibility- how the charter review can be structured- Best practices at Municipal level particular to Home Rule municipalities - Schedule meeting with CMO	CAO/CCO